THE
CALIFORNIAN
GOLDEN STATE MANUFACTURED-HOME OWNERS LEAGUE

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VICTORY ON THE HORIZON...

Federal Court Grants Rare "*En Banc*" Hearing In *Guggenheim vs Goleta* Case

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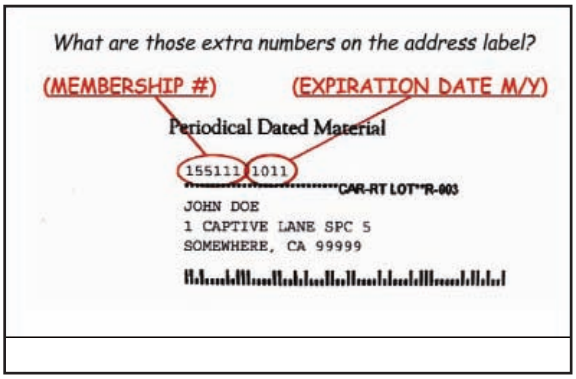
Periodical Dated Material



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About the Cover....

Below is a Press Release by GSMOL Corporate Counsel, Bruce Stanton, reporting great news in the Guggenheim v. City of Goleta case.

A disastrous Federal court decision striking down the City of Goleta's mobile-home rent ordinance last September will now be reheard. In what is considered a rare move, the U. S. Ninth Circuit Court of Appeal ruled on March 13th that the three-judge decision declaring Goleta's ordinance to be an unlawful "taking" can no longer be cited, and granted petitions filed by the City, GSMOL and The California League of Cities to have the case reheard by an 11 Judge panel. This is fantastic news for homeowners in Goleta, who will now benefit from a second chance to have the Ninth Circuit Court review the "takings" issue. If left to stand, last year's decision would have also spawned attacks on mobilehome ordinances throughout California, and would serve as great propaganda for park owners to argue that no new ones should be adopted. GSMOL acted quickly to oppose this decision, and worked with a top-notch legal team to file an "amicus" brief to support the City's request for a new "en banc" hearing before a larger panel of the Court. GSMOL will now continue to have a voice in the upcoming review by the 9th Circuit.

Before the print had even dried on last fall's 2-1 decision, Goleta and its allies were organizing a request for the new hearing. Once a panel of the court, typically made up of three Judges, issues a decision, any party can request that it be reheard "en banc". This legal term literally means "in the bench", and refers to a rehearing conducted by the entire Court of Appeal. Since the Ninth Circuit is such a large court, en banc hearings are conducted by the Chief Justice along with ten other judges who are drawn by lot from the active Judge's list. The court is in the process of selecting the 11-Judge panel, which will then meet to decide if there will be oral argument or further written briefing. A hearing in Pasadena on June 21, 2010 has been announced.

It is important to note that the en banc procedure is disfavored by Federal law, but may be ordered to maintain uniformity of decision within the circuit, or where the issue before the Court is exceptionally important. Only an en banc panel can overrule a prior decision of the same court. The Goleta decision is the latest in a history of park owner challenges to local mobilehome rent ordinances, and represents a radical departure from previous Federal Court decisions. By granting review, the Ninth Circuit is at least recognizing the importance of the issue, and may be signaling its intent to overrule the prior 3-Judge panel. The outcome is, of course, still unknown. But all local jurisdictions which have adopted mobilehome rent ordinances are surely rejoicing along with their residents at the chance to see a rare reversal of this decision.

What has GSMOL done for you lately? You need to look no further than this success in Federal Court to realize GSMOL once again has helped preserve homeowner rights and protections. We are hopeful ultimate success in this case is now on the horizon. A generation of homeowners is still at risk from this decision, however. Maximum effort is still required to overturn it. You can help! If you are not a member, please join GSMOL today. Network with your fellow residents and neighbors. If you are a GSMOL member, help recruit more members, and donate to the GSMOL "Homeowner Legal Defense Fund." Call (800) 888-1727 for information.

JOIN THE FIGHT TO SAVE RENT PROTECTIONS! BECOME A GSMOL MEMBER TODAY! HELP SIGN UP A NEW MEMBER! DONATE TO THE GSMOL LEGAL FUND TODAY!

President's Report

Tim Sheahan, GSMOL State President

Rent increase update…..

I am very pleased to report that the rent battle for my own MH community has reached conclusion, with the San Marcos Rent Review Commission granting NO rent increase to the community land owner (park owner). The Commission was not intimidated by the obnoxious and threatening antics of attorney Anthony Rodriguez and concluded Villa Vista Estates/Carolyn Artis/Norton Karno/Cal-Am Properties had not met its burden of proof to demonstrate it was not receiving a fair return on investment. Each year, residents have offered rent increases of at least 75% of CPI (inflation rate) and since purchasing the property in 2006, the community owner realized a fair increase in revenue relative to inflation. If the decision is challenged in Court, we anticipate the Court will support the City's action to prevent attempted rent increases as high as 78%, following a period of no increase in the rate of inflation.

A time to be thankful

As my term as your President comes to an end, I want to express my appreciation to everyone who has been of assistance to our organization or to me personally in my role as President the past four years. I especially want to thank our corps of volunteer leaders, many of whom devote dozens of hours each week in serving their fellow homeowners. Being a leader in GSMOL takes a special type of person because in doing so, they often have a target on their back. Some, like our dear Donna Matthews, have been targeted for eviction in retaliation for advocating for homeowner rights. For others, the more they do, the more members expect from them, which can prove physically and emotionally draining. Unlike volunteering for other philanthropic enterprises such as Lion's Club, Rotary, etc., where one gets a "warm and fuzzy" feeling helping others; homeowner advocacy can be contentious and stressful. I've got an expanding crop of gray hairs to prove it!

I appreciate anyone who is willing to devote ANY amount of time so long as their motivation is "Service Above Self." The non-financial reward can be great; there is no better feeling than the sense of accomplishment when you are able to help someone in need and they express their appreciation. I often mention that I volunteer mainly to serve our "Greatest Generation" who have sacrificed so much to make our country what it is. To those who lived through the Great Depression and the Great Wars, we all owe a debt of gratitude and support. I commend all who dedicate their time, hearts and minds in serving our elderly and oppressed.

I want to thank our members, especially those long-time members who have helped support the League for 48 years. Without your ongoing devotion through the years, we could not provide the current level of services to our members today. So many homeowners look for any excuse not to join or renew and don't fully appreciate the need and benefit of expanding our membership.

I want to thank all those individuals and groups who have contributed to our new Homeowner Defense Funds and other dedicated GSMOL funds. These funds are an added level of "insurance" to enable GSMOL to stay involved in Court cases and advocate at the State Capitol. If we were to lose our presence in either arena, all MH owners would suffer. We simply can't let that happen!

As I reflect upon the past four years, I recall both challenges and successes. It was frustrating at times, as with the vetoes of AB 1542, AB 1469 and AB 566, where we successfully worked so hard all session long only to see our achievements thwarted by one key vote, that of the Governor. We do feel pride and relief by our continued success in preventing bad pieces of legislation from becoming law and from the defeat of Prop. 90 and Prop. 98, which would have decimated homeowner rights. These successes were the result of hiring paid professionals and working with a network of several other groups.

The work of GSMOL is not done and my dedication to our mission will by no means end with my departure from the Presidency. It's difficult for me to continue the same level of commitment, however, which has developed into a full-time volunteer position in recent years. Thirteen years and over 25,000 hours after jumping-in with both feet in 1997, I need to shift my priorities a bit. While I will no longer be serving as GSMOL President, I anticipate I will still be on the GSMOL State Board, as well as continuing to serve the Manufactured Home Owners Association of America (MHOAA), HUD Manufactured Housing Consensus Committee (MHCC) and other homeowner advocacy groups.

Finally, I want to encourage you to also get involved in leadership or other means of supporting GSMOL's mission. YOU can make a difference and together we can all play a part in preserving our way of life as a viable form of unsubsidized affordable housing.

Best wishes to you all,

Sincerely,
Tim Sheahan

Capitol Report

Chaos" understates the turmoil in the Legislature and Administration as the Schwarzenegger governorship winds down, the 80 Assembly members get ready for another election, are termed out or run for another office. Adding to the confusion, the new Assembly Speaker is appointing new chairs, at least to the major committees, and key staff are retiring. In this mix, the Legislature and the Governor are attempting to close another $20 billion hole in the budget. Over the last couple of years, the state's budget has been reduced by 20%--a crippling blow to programs upon which the public depends.

With all of that dominating attention in the Capitol, it's not surprising that fewer bills than usual have been introduced this year on issues of interest to homeowners. Below is our summary of important bills. Some are new this year. Others—like AB 761—continue from last year. This list is current as of March 21, 2010. For the most up to date info, be sure to check leginfo.ca.gov.

-----Christine Minnehan and Brian Augusta

Help Us Continue the Fight to Protect YOUR Rights

Contribute to the GSMOL Homeowner Defense Funds--***In the Courts*** or ***At the Capitol.*** Simply send a check with a short note instructing us to use the money for "Courts", "Capitol" or "where it is needed most." Thank You!

Bill	Summary	Status	GSMOL Position
AB 761 (Calderon)	Would impose vacancy de-control restrictions on local mobilehome rent control ordinances.	In Senate Judiciary Committee. Eligible to be heard this year. Park owners may amend bill and seek a hearing.	**OPPOSE**
AB1097 (Strickland)	Under existing law, parks with a sub-metered utility system are allowed to collect a portion of the fees charged to residents. This fee, sometimes referred to as the sub-metered discount, is collected by the park owner to compensate them for the cost of providing and maintaining adequate utility service. Existing law also creates a mechanism for park owners to voluntarily transfer their sub-metered systems to the utility. This bill would, among other things, allow parkowners to be compensated for the "value" of the sub-meter discount that the park owner would give up by transferring the system.	No hearing set yet.	**EVALUATING**
AB 1108 (Fuentes)	Would make changes to requirements when electric or gas utilities are provided to mobilehome park residents.	Held in Senate Appropriations Committee; no hearing set yet	**SUPPORT**
AB 1803 (Nava)	Would Establish an MRL mediation program funded by a fee paid by residents and park owners and operated by the Attorney General as a way to resolve disputes.	No hearing set yet. Will be heard in April.	**SUPPORT**
AB 1964 (Torres) & SB 951* (Correa)	Current law providing periodic mobilehome inspection scheduled to "sunset" at the end of the year. Bill would extend program to 1/2019. SB 951 that established an advisory task force (made up of homeowners, park owners and HCD) would extend to 1/2017.	AB 1964 will be heard 4/14/10 in Asm. Housing SB 951 will be heard 3/23/10 in Sen. Trans and Housing Send letters of support to both committees	**SUPPORT**
AB 2120 (Silva)	Existing law requires management of a mobilehome park to provide all residents with a copy of the MRL. This bill would delete that requirement.	Hearing set for 04/28/10 ****Send letters to H & CD members of the Assembly to oppose.**	**OPPOSE**
AB 2439 (Nestande)	Under existing law, a park owner must allow a homeowner to sublet his or her space—subject to certain conditions—if the person must be absent because of a medical emergency that is confirmed by a doctor. Among the conditions, a homeowner using this provision may not charge the sublessee more than an amount necessary to cover the cost of space rent, utilities, and scheduled loan payments on the mobilehome, if any. This bill would, additionally, allow (but not require) a park owner to authorize subletting in cases where there is not a medical emergency, and allow the resident to charge any rent they desire, but would end rent control on the space.	03/11/10 Referred to Committee on H & CD.	**OPPOSE**
AB 2029 (Cook)	Would exempt a manufactured home or mobilehome household whose income is below the federal poverty level from the annual registration fee requirement.	Hearing set for 04/14/10	**EVALUATING**

HOW SHOULD I RESPOND TO A LEASE OFFER?

Although a new mobilehome owner is required to sign a rental agreement before escrow closes and the tenancy begins, existing homeowners are never required to sign a new rental agreement or lease unless they choose to do so. But many times park owners do offer new leases or agreements, and it is thus important for residents to understand the rights and protections available under the Mobilehome Residency Law (MRL) when these offerings occur.

Civil Code sections 798.17 and 798.18 govern the rights of residents in connection with lease offerings. 798.18 requires that a homeowner must be offered: (1) a 12-month agreement; (2) a lesser period as the homeowner might request (such as a month-to-month agreement); and (3) a longer period as mutually agreed upon by both the homeowner and the park owner. Notice that this section says that while the park owner must offer (1) and (2), the homeowner has no obligation to sign anything. Notice also that the long-term lease which exceeds 12 months referenced in (3) is not mandatory; i.e. a resident can never demand a long-term lease. It is only offered if the park owner wishes to do so.

So how should a homeowner respond when a lease is offered? There are a number of useful steps that should be followed to ensure that you are acting in your best interest:

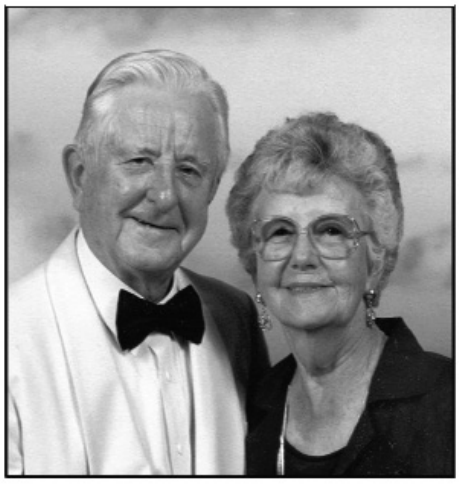
1. Always obtain a copy of the document and review it carefully. Never sign anything that you have not carefully read, or that you do not understand Always ask to take a copy of the proposed lease or agreement home so that you can review it at your leisure when you are most alert, or have it looked at by your family or professional advisors. Beware of any manager who tells you that you cannot take a copy of the agreement out of the office, as that is a clear signal that something is probably amiss.

2. Never sign a proposed agreement that contains any blanks; everything needs to be filled in first, including all blanks listing rental or utility charges.

3. Always get a copy of what you signed before you leave the office. Any bona fide park owner will have multiple copies of the agreement handy, or can quickly make a photocopy. Remember that you have 72 hours to void the agreement, but it is hard to do so if you do not receive a copy until the following week, or month or even year. Some residents never receive a copy of what they sign.

4. Watch out for the "carrot and stick" routine. This is where a park owner offers a one year agreement with higher rent than the starting rent under a long-term lease, in an effort to induce the resident to sign the long-term lease and thus be exempt from rent control. Homeowners living in rent controlled jurisdictions often have no reason to sign a lease of any kind, since their rents are protected, and should be wary of any attempt to require signature of a long-term lease. The MRL offers an important protection in connection with long-term lease offerings. For example, if a park owner offers a long-term lease with rent that is $50.00 cheaper than a 12-month or month-to-month agreement (the "carrot") in an attempt to induce signature of a lease which is exempt from local rent control (the "stick"), section 798.17 (c) provides a way for homeowners to be protected. The homeowner has the right to reject the long-term lease, but accept a one year agreement which contains "the same rental charges, terms and conditions" as would have applied during the initial 12 months of the offered long-term agreement. In this way the resident can get the benefit of the lower rent without being compelled to sign out of rent control in order to receive it. Standing upon the 798.17 (c) election will require park owners to make more fair lease offers. Once you take advantage of this election, you might find that the park owner is less enthusiastic about making lease offers with differing rents, since one could conceivably demand the lower of the two rents every year they are offered. Remember also that all of the same terms and conditions, including rental charges, must be offered for the term of the 12 month agreement.

Remembering these basic steps, and having a copy of your MRL handy, will allow your rights to be protected.



Together Forever

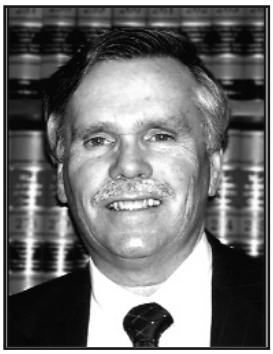
It is with a sense of sadness and loss, but also a sense of gratitude and admiration that we report the passing of Charles "Bud" Booth and his wife Lois Booth.

Bud passed away on January 5, 2010 at the age of 91. He was born in Twin Falls, Idaho in 1918 and lived many years in Whittier, CA, where he ran an advertising agency and was very active in the local Elks Lodge. He and Lois moved to Hemet West after retiring.

As we sometimes see with dedicated couples, Lois lived less than one month following Bud's death. Lois was born in Hardin, Montana in 1921 but moved to Portland, OR as a child. She married Bud in 1951 and they had two children together.

Bud and Lois were among GSMOL's most dedicated supporters and unselfishly sacrificed their time and effort, serving as chapter leaders of GSMOL chapter #0488 at Hemet West Mobile Estates in Hemet, CA for several years. Hemet West has consistently had hundreds of GSMOL members and both Bud and Lois deserve much of the credit for that achievement. The chapter also developed a very effective recycling program that allowed it to regularly contribute a portion of the proceeds to GSMOL. We grieve with the residents of Hemet West and celebrate the lives and service of Bud and Lois.

"ASK BRUCE"
WHO IS RESPONSIBLE FOR TREE REMOVAL OR MAINTENANCE?



By: Bruce Stanton, MH Specialist Attorney and GSMOL Corporate Counsel

ABOUT THE AUTHOR: MR. STANTON HAS BEEN A PRATICING ATORNEY SINCE 1982, AND HAS BEEN REPRESENTING MOBILEHOME RESIDENTS AND HOMEOWNERS ASSOCIATIONS AS A SPECIALTY FOR OVER 20 YEARS. HIS PRACTICE IS LOCATED IN SAN JOSE, AND HE IS THE NEW CORPORATE COUNSEL FOR GSMOL

As an attorney practicing mobilehome law, one of the most frequently asked questions which I receive has to do with trees located on the homeowners' space. The usual situation was where a homeowner received a 7-day Notice initiated by management which demands that a tree located all or partly on the homeowner's space be trimmed, maintained or removed. Was the homeowner responsible for the cost of doing so? Or sometimes the homeowner initiated the notice to the park owner or a complaint to the Department of Housing requesting that management trim, maintain or remove a tree located on the homeowner's space which was alleged to be a problem. Could the park owner be made to pay the cost of doing so?

Prior to 2001, questions about tree issues were amongst my least favorite. No section of the Mobilehome Residency Law (MRL) dealt with the issue, and park owners had differing policies about how to treat trees. Most residents felt that responsibility for removing or maintaining trees should be based upon who planted the tree; i.e. if the tree existed before they purchased the space, it should be the park's responsibility, and if the resident planted the tree if should be their responsibility. The problem with this, other than the fact that park owners often disagreed with the premise, was that the park owned the land, and along with it all of the trees "fixed" to the land. Residents cannot sell trees or take them with them when the home is sold. Thus, who planted the tree was really not relevant. And the problem was often not insignificant. In some cases tall trees can cost hundreds or even thousands of dollars to maintain or remove. Palm trees or large cypress trees fall into this category. For a resident faced with this type of bill, the cost could prove impossible and thus subject them to eviction.

Thankfully, Civil Code section 798.37.5 was enacted in 2001. This has proven to be one of the most useful provisions in the MRL, and it prevails over any provisions in rental agreements, leases or rules and regulations. The law now divides responsibility for trees as follows:

If the tree in question is located on the homeowner's rented space and "poses a specific hazard or health and safety violation", then the park owner is solely responsible for all costs of maintenance, trimming, pruning or removal.

But if the tree is not determined to be a "specific hazard or health and safety violation", then the homeowner is responsible for the tree.

Establishing whether there is a hazard or health and safety violation is thus critical to determining responsibility for the tree. But how do we do this? Sometimes it's easy to determine that hazards or violations exist. Trees that are falling down, diseased, dropping debris on people or property, touching structures or spreading their roots over one or more spaces causing concrete to buckle or break up can be clearly identified as a hazard. But in cases which are not so obvious, a disputes often occur between the homeowner and management as to who is responsible for the tree. In those cases, the California Department of Housing and Community Development (HCD) has created a procedure for resolving the issue. A resident who believes the park owner is responsible for maintaining or removing a tree should request an inspection by HCD. The inspector has discretion to determine if the tree is a hazard or health and safety violation. If either the homeowner or the park owner disagrees with the inspector's decision, they can hire a tree expert (arborist) to render an opinion. This should also be done where the inspector cannot make a determination, for HCD inspectors are not always "tree experts". With the arborist's report in hand, either party can then appeal the original inspector's decision and seek a new ruling from HCD.

Very large trees which will cost large amounts to remove or maintain, such as tall palm trees, will usually fall into the category of a hazard or health and safety violation merely due to the cost and effort involved in the task, as will almost any tree removal. A park owner cannot reasonably order expensive tree removal without a valid reason, which is almost always tied to health and safety. The bottom line is this: If a resident has any question about whether he or she is responsible for a tree, try to talk to management first. If that is unsuccessfully, then an HCD inspection should be ordered, or an arborist consulted. But the homeowner needs to be ready to accept the results of the inspection, even when it turns out in favor of the park owner, for once the inspection results are on record there is seldom any way to erase them.

GOOD NEWS FROM THE GOLD COUNTRY; CHAPTER 1605 SURVIVES!

When Rollingwood Chapter 1605 President, Shirley Dajnowski called for help, GSMOL Vice-President Lloyd Logan answered her call. For awhile, she said, it looked like the Chapter would fold due to poor attendance at meetings. On more than one occasion, the quorum of members needed to conduct a business meeting did not attend. Some said the Chapter might as well become inactive. But, during the March 8 Chapter meeting the members voted to keep the Chapter active.

GSMOL Zone "A" Vice-President Lloyd Logan and Region 14 Manager Norma Bohannan attended that March 8 Chapter meeting. During the meeting, Mr. Logan talked about the rights of the chapter members. Members have the power to change the quorum needed to hold a business meeting by voting to change their Bylaws. They can decide to have business meetings only four times a year, if they want to. They can decide to have meetings monthly - it's up to them! Members certainly need to vote on what happens to Chapter money.

Many questions were answered during the meeting. One person said he had been charged by the park management for cutting down a tree on his lot. Mr. Logan told the members that the MRL plainly states in Section 798.37.5 park management is responsible for this cost. The man should not have been charged. He can remind park management of the law; he may need to go to Small Claims Court to get his money back. But, if this had not been mentioned during a Chapter meeting with his friends and neighbors, he might never have known about his legal rights.

The residents of Rollingwood MHP have a lot to be thankful for. The city of Jackson has rent control now and for another ten years. This only happened because of the hard work of President Dajnowski, Dennis Hearn, and others. Many hard battles have been won. But there are many more battles to be won in the future. No manufactured home owner can afford to get complacent.

Electric Rebate to be Passed along to Mobile-home Owners

A rebate PG&E gave to mobilehome park owners (master-meter customers) on their November/December 2009 bills should have been passed on to the park homeowners too, according to PG&E's March 2010 letter to park owners. PG&E had previously overlooked notifying them of it. This credit was for certain electricity costs that were less than PG&E had previously forecast due to a lower-than-expected natural gas costs.

Master-meter (owners) utilities are mandated by California Public Utilities Code Sec. 739.5 (b) to pass along any bill credit or rebate to their submetered (homeowners) as follows:

Every master-meter customer of a gas or electrical corporation subject to subdivision (a) who, on or after January 1, 1978, receives any rebate from the corporation shall distribute to, or credit to the account of, each current user served by the master-meter customer that portion of the rebate which the amount of gas or electricity or both, consumed by the user during the last billing period bears to the total amount furnished by the corporation to the master-meter customer during that period.

PG&E uses an electrical rate plan with 5 levels, or tiers, of billing. Park homeowners who were on the CARE program or have energy-efficient households would be in tier 1 and 2 and would not be eligible for this rebate. Homeowners in tiers 3, 4 and 5 who had higher averaged rates would qualify. Consumers are charged an increasingly higher rate as their electricity use rises above "baseline" levels. For example, tiers 3 through 5 range from 131 to 300 per cent over the electric baseline. Homeowners can verify eligibility on their own bills. The average credit is $34.

Homeowners who qualify but do not receive the rebate (labeled "Electric Procurement Bill Credit") on their bills should apply to their park owners for it. If not received, they may file a complaint with CAB through The Utility Reform Network (TURN) website. TURN is the utility watchdog group which stands up for consumer rights. We wish to thank them for their dedication in successfully pursuing this issue on behalf of mobile homeowners in California.

Eve Roberson
GSMOL Chapter 416 - Santa Rosa Village Mobile Homeowners Association

GOLETA AMICUS BRIEF

Amicus curiae is a Latin term literally translated as "friend of the court", that refers to someone, not a party to a case, who volunteers to offer information on a point of law or some other aspect of the case to assist the court in deciding a matter before it. The information may be a legal opinion in the form of a brief, a testimony that has not been solicited by any of the parties, or a learned treatise on a matter that bears on the case. The decision whether to admit the information lies with the discretion of the court.

GSMOL has filed many Amicus Briefs through the years and most recently filed briefs in support of the cities of Goleta and San Rafael, which are facing legal challenges to their local Rent Stabilization Ordinances. The following is much of the Amicus Brief filed by GSMOL and the San Francisco law firm of Cooley Godward Kronish LLP, in the Guggenheim v. City of Goleta case. There are a lot of legal and technical terms but it gives a good indication of what is involved in fighting to preserve homeowner protections:

INTERESTS OF AMICUS CURIAE

The Golden State Manufactured-Home Owners League ("GSMOL") was formed in 1962 as a group dedicated to protecting the investments owners of manufactured homes make in their homes. GSMOL seeks to present the Court with additional viewpoints and information from homeowners who, although not parties to the present dispute, would be dramatically affected by this Court's decision. If the split Panel decision is not reversed, the decision will undoubtedly lead to litigation against virtually all of the approximately 100 California jurisdictions with mobilehome rent control laws and, given the desperate financial conditions facing municipalities, will likely lead to the statewide elimination of these well-established protections. Such a result will be followed in turn by skyrocketing rents, and the loss of virtually all investment manufactured-home owners have in their homes.

II. SUMMARY OF ARGUMENT

Many of the flaws in the Panel decision are discussed in the Petition and will not be repeated here. GSMOL believes it is important to emphasize, however, that because they do not own the land on which their homes are (de facto permanently) located, manufactured-home owners are subject to a severe risk of economic exploitation by the owners of the land underlying mobilehome communities. This risk, which is unique to this type of shared ownership, results in an economic imbalance of power that, unchecked, would allow the land owner to seize all or part of the value in the home by raising rents so high that the homeowner is unable to sell the home for more than a pittance. For over thirty years, a growing number of what is now over 100 California cities and counties have protected manufactured-home owners from such economic oppression through the type of rent control law challenged in this case. California courts have consistently recognized the legislative branch's power to enact these laws as valid economic regulations.

This Court's decisions have generally also supported these ordinances. On two prior occasions, however, panels of this Court have held that mobilehome rent and vacancy controls constitute takings under the United States Constitution. Each time, the panel's analysis was soundly rejected by subsequent Supreme Court authority. The Panel decision here represents little more than a rehash of the same twice-rejected analysis, merely packaged under a new label.

The Panel's decision is contrary to a vast body of takings cases and represents a fundamental misapplication of the Penn Central doctrine with respect to price controls. The Panel's wholesale acceptance of the political view that vacancy control laws (i.e., regulations which limit rent increases at the time a manufactured home is sold within the park) do not make housing more affordable is simply irrelevant to the Penn Central analysis. The Panel fails to recognize both the right of legislatures to disagree with economic theory, as well as the important remedial function of the challenged laws. The Panel also illogically holds that manufactured home parks have been unfairly "singled out" (Slip Opinion ("SO"), p. 13865), without recognizing that the unique risks posed by this form of housing justify different regulation than is directed towards apartment rentals.

The Panel's decision will have a stark and immediate effect on manufactured-home owners in Goleta, essentially stripping them of all protection against the landlord capturing all of the equity in their homes. The ramifications of the decision, however, go well beyond Goleta; across the State, well-financed landowners will increase the pace of litigation against cities with similar laws, potentially resulting in the eradication of these ubiquitous protections for manufactured-home owners. Such a dramatic result, overturning decades of case law, should not be reserved to two judges on a divided panel.

III. ARGUMENT

A. Manufactured-Home Owners Face Unique Risks Justifying Unique Legal Protections

The term "mobilehome" is deceptive because, as a practical matter, once a manufactured home is installed, it is rarely moved again. As the Supreme Court has explained:

Mobile homes are largely immobile as a practical matter, because the cost of moving one is often a significant fraction of the value of the mobile home itself. . . .[O]nly about 1 in every100 mobile homes is ever moved. . . . A mobile home owner typically rents a plot of land, called a "pad," from the owner of a mobile home park.

The park owner provides private roads within the park, common facilities such as washing machines or a swimming pool, and often utilities. The mobile home owner often invests in site-specific improvements such as a driveway, steps, walkways, porches, or landscaping. When the mobile home owner wishes to move, the mobile home is usually sold in place, and the purchaser continues to rent the pad on which the mobile home is located. Yee v. City of Escondido, 503 U.S. 519, 523 (1992).

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Additionally, most mobilehome parks in California prohibit the installation of used homes; therefore even if a home can be moved, there is often nowhere to relocate it.

Because a manufactured home is typically sold in place, the sales price for the home can be affected by the rent charged for the underlying land. With rent controls, the value of a manufactured home may increase, in part due to the security incoming residents achieve from controlled rents: this is the basis for the park owners' "premium" theory. The "premium" works both ways, however.

Without rent controls, because the homes are immobile, the homeowners are held hostage to an unregulated landlord's whim: if rents increase, homeowners either must pay the increases or try to sell the mobilehome in place. Uncontrolled, a park owner can raise the rent on resale so high that the homeowner is unable to sell the home for more than a minimal amount, leading to abandonment of the mobilehomes or their fire sale. See Levald, Inc. v. City of Palm Desert, 998 F.2d 680, 690 (9th Cir. 1993) (discussing problem). Compounding this problem is the fact that, during their residencies, manufactured-home owners invest far more in their homes than their park owner landlords invest (on a per space basis) in the land and park improvements – investments that will be wholly lost by the homeowners. See K. Baar, The Right To Sell the "Im"mobile Manufactured Home in Its Rent Controlled Space in the "Im"mobile Home Park: Valid Regulation or Unconstitutional Taking?, 24 Urban Lawyer 157, 219 (1992). These risks are not faced by other "renters," such as apartment dwellers, who rarely invest at all in the spaces they rent and can more readily move from one to another. Most jurisdictions have in fact confined their protective rent regulations to apply only to manufactured home communities.

The park owners, unsurprisingly, take the view that only they should gain from a rising housing market. This premise underlies arguments, like that accepted by the Panel, that a manufactured home has a discrete value that can be compared to the sales price to calculate a "premium." Such a view fails to recognize that manufactured houses are homes. As explained by a commonly used mobilehome appraisal guide, the ability to gain equity is essential to the functioning of the manufactured housing market:

Today's manufactured home is a true dwelling. . . . At less than half the price of a conventional house of the same square footage, the manufactured home will certainly attract an ever growing share of the home buying market. This market demands and deserves a realistic value-system. It requires a system which permits the accumulation of equity, for equity is basic to the concept of home ownership.

National Appraisal System Field Instruction Manual 107 (National Appraisal Guides, Inc. 5th rev. 1999).

The courts cannot simply deny homeowners all potential for equity by deciding that only the land deserves to gain in value. As the court explained in Adamson Companies v. City of Malibu, 854 F. Supp. 1476 (C.D. Cal. 1994), the windfall/premium debate is a political one concerning an inherently shared asset. Id. at 1489, 1493, 1502. While a legislature may choose to allow the landowner to capture the value of a rising housing market at the homeowner's expense or vice versa, it was not proper for the Panel to do so, especially where the Panel's decision conflicts with the legislature's choice.

B. Rent and Vacancy Controls Are Well Accepted Methods of Protecting Manufactured-Home Owners

The concept of rent control can be a political hot button, and some economists think it to be unworkable or counterproductive. The federal courts, however, recognizing their proper role in our democracy, have routinely upheld rent control ordinances, noting that legislatures are allowed to disagree with economists in seeking to protect their vulnerable citizens. On three occasions since1986, the Supreme Court has rejected economic theory-based challenges to the validity of rent controls.1 Yee, 503 U.S. 519; Pennell v. City of San Jose, 485 U.S.1 (1988); Fisher v. City of Berkeley, 475 U.S. 260 (1986). In so doing, the Court has observed that all rent controls result in a transfer of wealth from landlords to tenants; the transfer is simply more visible in the mobilehome vacancy control context. Yee, 503 U.S. at 529-30.

Over 100 California jurisdictions have enacted rent and vacancy control laws designed to protect manufactured-home owners from the unequal bargaining power and potential oppression discussed above. Those regulations have been uniformly upheld by the California courts, which recognize that state law protects homeowners' equity investment in their manufactured homes. See Carson Mobilehome Park Owners' Ass'n v. City of Carson, 35 Cal.3d 184 (1983); Carson Harbor Village, Ltd. v. City of Carson Mobilehome Park Rental Review Bd., 70 Cal. App. 4th 281 (1999); Westwinds Mobile Home Park v. Mobilehome Park

1As this Court held in Schnuck v. City of Santa Monica, 935 F.2d 171 (9th Cir. 1991) (upholding similar law), "[t]hat rent control may unduly disadvantage others . . . are matters for political argument and resolution; they do not affect the constitutionality of the Rent Control Law." Id. at 175; see also Yee v. City of Escondido, 224 Cal. App. 3d 1349, 1358 (1990), aff'd, 503 U.S. 519 (1992) ("As we read the opinions of the United States Supreme Court and lower federal and state courts, the decision whether to use rent control as a tool to correct imperfections in the market system is a political issue for legislative bodies and not a question of constitutional law for the courts.").Rental Review Bd., 30 Cal. App. 4th 84 (1994); Sandpiper Mobile Village v. City of Carpinteria, 10 Cal. App. 4th 542 (1992).2

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Most of the cases published by this Circuit have likewise affirmed these regulations or declined to hear challenges to them brought in the federal, not state, courts. See, e.g., Equity Lifestyle Props., Inc. v. County of San Luis Obispo, 548 F.3d 1184 (9th Cir. 2008); Ventura Mobilehome Communities Owners Ass'n v. City of San Buenaventura, 371 F.3d 1046 (9th Cir. 2004); Carson Harbor Village Ltd. v. City of Carson, 37 F.3d 468 (9th Cir. 1994); Levald, Inc., 998 F.2d 680. On two prior occasions, however, panels of this Court have swum against the tide and held similar vacancy control laws to be takings under various theories. Each time, the Supreme Court has rejected the panel's analysis.

2 Although not binding on this Court, state court cases are critical to the application of takings law.
First, the underlying property rights in question are created by State law. Bd. of Regents of State Colleges v. Roth, 408 U.S. 564, 577 (1972). The State of California's recognition that manufactured-home owners have equity and investment rights in their mobilehomes thus cannot be ignored in analyzing these issues.

Additionally, state courts are the primary arbiters of land use law, including federal takings cases. San Remo Hotel, L.P. v. City and County of San Francisco, 545 U.S. 323, 346-47 (2005). This is not a result of federal courts "clos[ing their] eyes," as the Panel hyperbolically asserted (SO, p. 13874), but a function of the proper respective roles of the state and federal courts. San Remo Hotel, L.P., 545U.S. at 347. It is thus extraordinary that the Panel would analyze this well- established type of law without mentioning the substantial body of state judicial authority upholding such regulations.

In Hall v. City of Santa Barbara, 833 F.2d 1270 (9th Cir. 1986), a panel of this Court concluded that the premium potentially created by a mobilehome rent ordinance converted the rent regulations into a physical taking of the park owner's property. Id. at 1279-80. En banc review was denied, over the dissent of Judges Schroeder, Nelson and Norris who argued that the law was constitutional. Id. At 1282-84 (Schroeder, J., dissenting).

The Hall decision failed to recognize that the mobilehome rent control premium was not in fact a loss to the park owner, but simply a redistribution of the benefits and burdens resulting from a permissible land use regulation. On this basis, several California appellate courts took the unusual step of expressly rejecting Hall's constitutional takings conclusions. See Casella v. City of Morgan Hill, 230 Cal. App. 3d 43, 54 (1991); Yee, 224 Cal. App. 3d at 1353-57. The views of these state courts were adopted by the Supreme Court when it affirmed the Yee decision, holding that vacancy control is not a physical taking. Yee, 503 U.S. at 529-30. Although the Court did not reach a regulatory taking analysis, it notably suggested such analysis was principally a question for the state courts: "We leave the regulatory taking issue for the California courts to address in the first instance." Id. at 538. As noted, California courts have uniformly held that these laws do not constitute a regulatory taking. See, e.g., Carson Mobilehome Park Owners' Ass'n, 35 Cal.3d at 195.

This Court's second detour came in Cashman v. City of Cotati, 374 F.3d 887 (9th Cir. 2004), where it held that the mere existence of a premium meant that "[t]he Ordinance does not substantially further the City's interests" despite express trial court findings that it did. Id. at 899. Again the panel was split. Id. at 900-06 (Fletcher, J., dissenting). After the Supreme Court rejected the entire "substantially advances" test developed by this Circuit as having "no proper place in our takings jurisprudence," Lingle v. Chevron U.S.A., Inc., 544 U.S. 528, 540 (2005), however, the Court later reversed itself, affirming the constitutionality of the same type of law at issue here. Cashman v. City of Cotati, 415 F.3d 1027 (9th Cir. 2005). Lingle provided a clear direction to the lower courts that takings law does not permit heightened scrutiny of economic legislation any more than other constitutional challenges. Id. at 544-45. Lingle also emphasized that premium-based arguments, which do not focus on the effect of the law on the landowner, are not proper takings tests. Id. at 542-44.

The Panel's decision brings us back to the same place as Hall and Cashman– the erroneous conclusion that mobilehome rent control laws that do not prevent the price of mobilehomes from rising are somehow a taking from a land owner who paid for regulated land. While this time dressed up as a Penn Central challenge, the decision is yet another unjustified rejection of these deeply ingrained laws, which the panel misdescribes (irrelevantly for Penn Central purposes) as a "naked [wealth] transfer." (SO, p. 13851.) This time the Court should correct its own mistaken departure from well-established takings law before forcing the Supreme Court to do so.

C. The Panel Fundamentally Misapplied Penn Central

The Penn Central test may be ad hoc, but it is not standardless. Cases finding a Penn Central taking are exceedingly rare, involving what the Supreme Court has described as "extreme circumstances." United States v. Riverside Bayview Homes, Inc., 474 U.S. 121, 126 (1985). There is nothing "extreme" about rent control laws that have been in place for decades in over 100 California jurisdictions. The Panel's decision departs from longstanding Penn Central case law, striking down (for the first time we could find) a rent control law that the Court expressly held permits a fair rate of return.

1. The Panel looked at the wrong measure of economic impact

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The type of economic impact that results in a taking is that which "is so severe that the [challenged regulation] has essentially appropriated [ ] property for public use." Garneau v. City of Seattle, 147 F.3d 802, 807-08 (9th Cir. 1998).

The Panel first discussed the generic "impact" of the statute, i.e., the so-called "premium" (SO, pp. 13846-55), making the policy conclusion to accept economic theory that vacancy control will create a premium but not make housing more affordable. Not only is this "economic impact" to a group of homeowners irrelevant to whether something the landlord did not pay for was "taken" from it, the Court's analysis (1) improperly accepts an economic theory with which the legislature is free to disagree, and (2) fails to consider the obverse economic impact of no vacancy control, which would allow a landlord to completely destroy any potential for equity in the homes.

The Panel further admitted that the park owners earned a positive rate of return on their investment (SO, pp. 13853-54), thus indicating that no diminution in value occurred as that term was previously understood by all other takings cases. The Panel nonetheless found that the ordinance caused the landlords to "lose" the extra profit they would have made if the law did not exist. Recognizing that the landlords made returns "comparable to or occasionally better" than similar investments (SO, pp. 13853-54), the Court still found a taking because they could have made more!

No case has ever allowed such an analysis. Indeed, this was the precise argument rejected in Penn Central itself, where the owners of the Grand Central terminal challenged a law prohibiting them from building on top of the existing terminal. In examining the effect of the law, the Supreme Court recognized that the law did not prohibit the existing use of the property (which the Court characterized as the "primary expectation") and permitted a reasonable return on investment:

[T]he New York City law does not interfere in any way with the present uses of the Terminal. Its designation as a landmark not only permits but contemplates that appellants may continue to use the property precisely as it has been used for the past 65 years: as a railroad terminal containing office space and concessions. So the law does not interfere with what must be regarded as Penn Central's primary expectation concerning the use of the parcel. More importantly, on this record, we must regard the New York City law as permitting Penn Central not only to profit from the Terminal but also to obtain a "reasonable return" on its investment.

Penn Central Transp. Co. v. City of New York, 438 U.S. 104, 136 (1978). The Court further concluded that "the submission that appellants may establish a 'taking' simply by showing that they have been denied the ability to exploit a property interest that they heretofore had believed was available for development is quite simply untenable." Id. at 130. Thus, Penn Central itself is contrary to the Panel's conclusion that regulated rents at mobilehome parks are a taking if the landlord could make much more without them. (Indeed, if the landlord could do so, then the rent controls would not be serving their purpose of controlling rents.)

2. The Panel ignores the lack of reasonable investment-backed expectations

Another puzzling aspect of the Panel's decision is its finding of a taking despite no violation of the land owners' investment-backed expectations. Quite simply, the park owners got exactly what they paid for. While this issue is discussed at length in the dissenting opinion and Petition, GSMOL notes that, rather than the park owner having investment-backed expectations contrary to rent control, it is the homeowners who have invested heavily in their homes, many with their life savings. One of the primary benefits of manufactured-home ownership over apartment renting is the ability to invest in a home, perhaps realize some appreciation if the housing market cooperates, and then sell the home while retaining one's nest egg. For apartment tenants, rent paid to the landlord is simply gone, depleting a tenant's savings. This distinction is especially important for seniors and others on fixed incomes who may wish to own their own home but later become unable to care for themselves and require use of their home equity to pay for ongoing care.

The Panel's decision essentially vitiates all of the investments of the homeowners, leaving them at the unfettered control of landlords who, remarkably, paid a price for the land reflecting the regulated rental stream and have now been given an enormous windfall by the Court. That is far from the violation of the landlords' "investment-backed expectation" the takings clause is intended to prevent. Cf. Raceway Park, Inc. v. Ohio, 356 F.3d 677, 685 (6th Cir. 2004) ("[P]laintiffs were well aware of the [challenged laws] prior to making any investments . . ., and could not, therefore have reasonably expected a greater return.").

3. The Panel misconstrued the "character" of the law as relevant to Penn Central

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The Panel provocatively described mobilehome rent and vacancy control as a "naked transfer" of wealth and suggested it was somehow political discrimination despite the multitude of similar laws in other jurisdictions. (SO, p. 13851.) The Panel notes that other forms of rents are not similarly controlled, thus arguing that mobilehome park owners are "singled out." (SO, p. 13865.) As noted, however, mobilehome parks must by necessity be "singled out" for different regulation than apartments because they pose different risks to "tenants." Apartment tenants make minimal investments in their homes. Manufactured-home owners make large investments in what are typically their largest assets, cannot realistically take the homes with them if they move from the park, and should not be left to the discretion of park owners as to whether they can resell their homes for a profit.

Courts have held that there is nothing wrong constitutionally with fixing one market problem and not others. Approving the legislature's prerogative to focus a rent regulation on particular properties, the Supreme Court has held that governments "need not control all rents or none. It can select those areas or those classes of property where the need seems the greatest." Pennell, 485 U.S. at 14-15 (citation omitted). Here, the Panel's decision stands the "shared burden" principle on its head, reaching a conclusion that provides a huge windfall to the park owners by transferring all of the equity in the park's manufactured homes to those park owners, although the homeowners – not the park owners – paid for that equity.

The "character" question asks whether the challenged law "merely affects property interests through some public program adjusting the benefits and burdens of economic life to promote the common good" and is thus of a permissible "character," or instead "amounts to a physical invasion." Lingle, 544 U.S. at 539 (citation omitted). "[T]he character of the government action is best viewed in the context of the industry it regulates." Washington Legal Found. v. Legal Found. of Washington, 271 F.3d 835, 861 (9th Cir. 2001). Given the prevalence of similar legislation across California, the well-established reasons for providing manufactured-home owners greater protections than apartment dwellers, and the fact that the plaintiffs paid a price reflecting the rent controlled nature of the land, the Panel's conclusion that Goleta's ordinance is akin to an impermissible physical invasion is wholly unsupportable.

D. If Not Reversed, the Panel Decision Will Cause Massive Disruption in California's Manufactured Home Communities

It seems undeniable that, if the Panel's decision is allowed to stand, the owners of manufactured home parks across California will use it to sue each and every one of the 100 jurisdictions with similar laws, city-by-city and park-by-park. "As applied" challenges, which the Panel notes are the preferred form of a regulatory takings claim, will likely prosper. A similar wave of litigation followed this Court's prior missteps in this area.3 Such litigation will not only clog the courts and tax the financial resources of cash-strapped cities but, if successful, will also result in wiping out the investments of the thousands of manufactured-home owners on whose behalf GSMOL has been advocating for the last 47 years, leaving them with little more than the salvage value of their homes.4

IV. CONCLUSION

On behalf of its statewide membership, GSMOL respectfully suggests that such a dramatic and widespread result should not be caused by one divided panel of this Court, and urges the Court to accept this case for en banc review.

3 See Baar, supra, 24 Urban Lawyer at 192-93.

4 Indeed, the Panel's conclusion effectively means that manufactured-home owners have no equity whatsoever. To wit, prior to the Panel's decision, the one court to similarly misapply these rules expressly found that manufactured-home owners have no legal ownership other than the homes' salvage value less the cost of removal from the park. MHC Financing, Ltd. v. City of San Rafael, 2008 WL

440282 at *21 (N.D. Cal. Jan. 29, 2008) (Walker, C.J.). In light of the Panel's decision, it now can be expected that more courts will reach the same harmful conclusions, despite being completely contrary to decades of law in California and this Circuit.

MOBILEHOME CASES OF INTEREST FILED BY ENDEMAN, LINCOLN, TUREK & HEATER LLP

REG.	SHORT TITLE	MAJOR ISSUE(S)	CASE STATUS
3	Luis Aguila v. 1280 Pacific Coast Highway, LLC (A1 Trailer Park)	Failure to Maintain, Unfair Bus. Practice	Discovery
10	Aronowitz v. Paul's Trust (Alimur)	Failure to Maintain, Unfair Bus. Practice	Complaint filed
5	Zelda M. Creason, et al. v. V2V Properties-Anchor CM, LLC (Anchor TP)	Failure to Maintain, Unfair Bus. Practice	Discovery
3	Alvarado, et al. v. Shadrow and Shadrow (Bel Abbey MHP)	Failure to Maintain, Unfair Bus. Practice	Complaint filed
10	Alcorn v. Doheney-Vidovich Partners (Blue Pacific MHP)	Failure to Maintain, Unfair Bus. Practice	**Settlement pending**
1	Andrade et al. v. MHC Operating Limited Partnership, et al. (California Hawaiian)	Failure to Maintain, Unfair Bus. Practice	Complaint filed
5	Aguirre v. Advanced Group 03-79 (Capistrano Terrace)	Failure to Maintain, Unfair Bus. Practice	Discovery
13	Adams v. Colony Park Estates, et al. (Colony Park Estates)	Failure to Maintain, Unfair Bus. Practice	Discovery
7	Alvarez et al. v. De Anza Land and Leisure Corp. (Coronado Palms MHP)	Failure to Maintain, Unfair Bus. Practice	Complaint filed
14	Allinson v. Larchmont Associates L.P., et al. (Emerald Meadows)	Failure to Maintain, Unfair Bus. Practice	**Settled: $825,000 plus replacement of utilities**
5	Hernandez v. Anderson South Family Trust (Golden Skies)	Failure to Maintain, Unfair Bus. Practice	**Settled: $3,200,000**
5	Ross K. Arakaki, et al. v. Hollydale Uppertier/Operating L.P., et al. (Hollydale)	Failure to Maintain, Unfair Bus. Practice	Complaint filed
13	Estella M. Green, et al. v. John Marlow and Marianne Marlow et al. (Islander MHP)	Failure to Maintain, Unfair Bus. Practice	Discovery
11	Allum v. Grass Valley Mountain Air, LLC (Mountain Air)	Failure to Maintain, Unfair Bus. Practice	Discovery
13	Rush v. Applegate Properties (Mossdale)	Failure to Maintain, Unfair Bus. Practice	**Settled: $2,300,000**
8	Alfaro v. Nomad Village, Inc. (Nomad Village)	Failure to Maintain, Unfair Bus. Practice	**Settlement pending**
5	Aguila v. Orangewood Investments L.P. (Orange MHP)	Failure to Maintain, Unfair Bus. Practice	Discovery
3	Alvarez v. Orange Avenue MHP LLC (Orange Ave. Park)	Failure to Maintain, Unfair Bus. Practice	Complaint filed
3	Nordenstrom v. Santiago Associates LLC (Paradise Ranch)	Failure to Maintain, Unfair Bus. Practice	**Settled: $4,550,000**
3	Abascal v. FLLF, et al. (Pacific Palisades Bowl Mobile Estates)	Failure to Maintain, Unfair Bus. Practice	Discovery
2	Randall Baier, et al. v. Redwood Village Mobile Home Park, LLC	Failure to Maintain, Unfair Bus. Practice	Discovery
14	Maryett v. Preferred Properties, LLC (Regency)	Failure to Maintain, Unfair Bus. Practice	**Settled: $4,035,000**
1	Reynaldo Abaya, et al. v. Monterey Coast L.P. (Spanish Ranch 1 MHP)	Failure to Maintain, Unfair Bus. Practice	Discovery
7	Ashman, et. al. v. Starlight Mobile Home Park	Failure to Maintain, Unfair Bus. Practice	Complaint filed
13	Elizabeth Baker, et al. v. Tuolumne River Resort, LLC (Tuolumne River Resort)	Failure to Maintain, Unfair Bus. Practice	**Settled: $983,400**
14	Eddie Ray Aguilar, et al. v. Westwind Mobile Home Park, LLC	Failure to Maintain, Unfair Bus. Practice	Discovery
13	Alexander v. Reynolds Resorts (Woods Creek)	Failure to Maintain, Unfair Bus. Practice	**Settled: $960,000.00 plus park repairs**

This chart is provided to the *Californian* courtesy of the San Diego law firm of Endeman, Lincoln, Turek and Heater LLP (ELTH). If you have any questions concerning any cases listed, contact Maria Introna, Paralegal, at 619.544.0123 or via Email at www.elthlaw.com.

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Santa Maria, CA 93455
Phone: (805) 934-9248
fairdealing@verizon.net

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REGION MANAGER
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Phone: (831) 476-0337

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(REGIONS 3,5,6)

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(REGIONS 7,9)

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COUNTIES: *San Diego and Imperial*

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REGION 9
Riverside County

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Grant Yoders
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Sun City, CA 92586
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Irvine, CA 92630
(800) 352-0393
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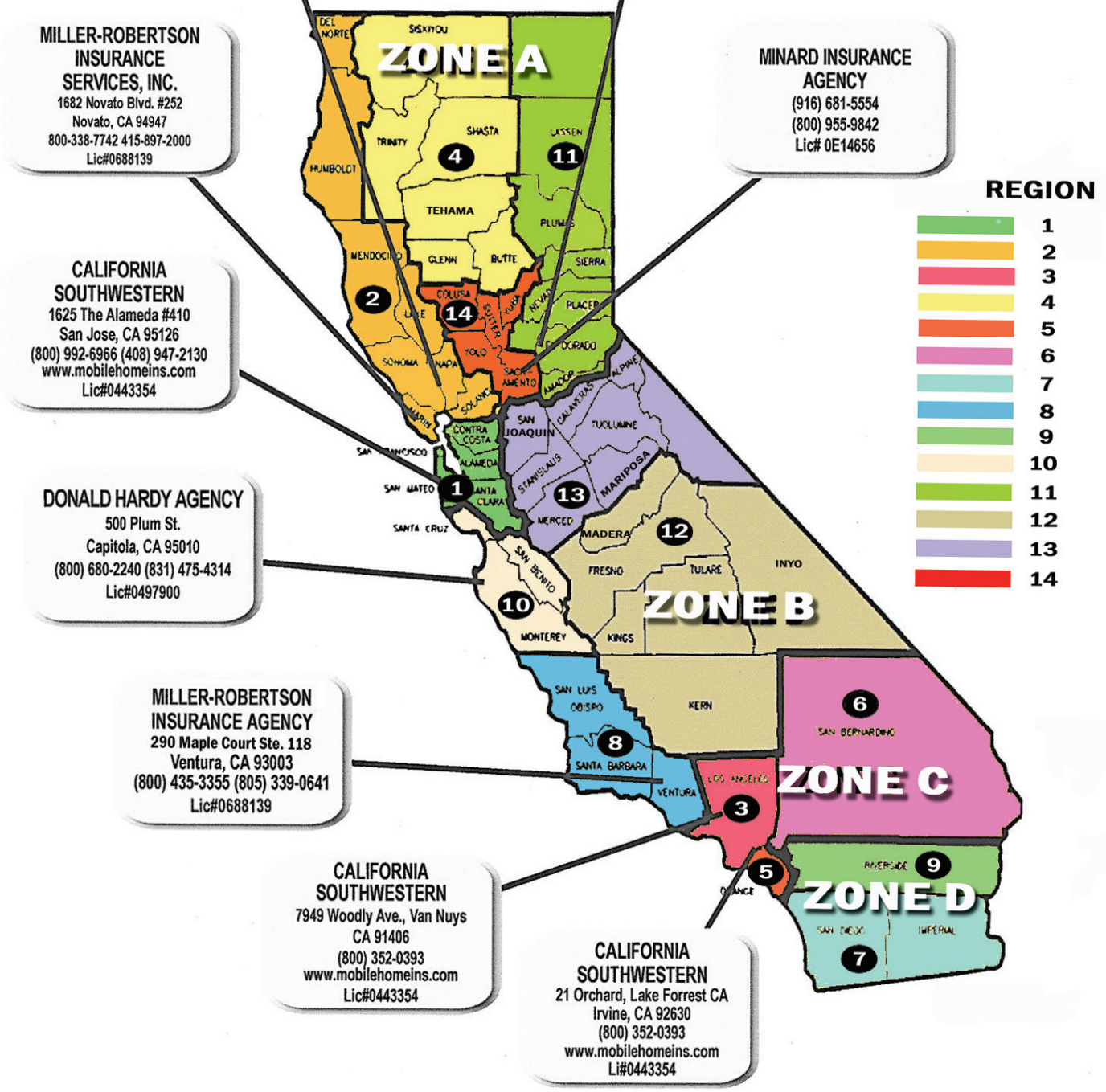

FIVE FOR FIVE REWARDS PROGRAM

APPLICATION FOR REWARD

(New members only - no renewals)

Mail or fax completed form to the home office, Fax No. (714) 826-2401

Please fill in new members' names, park, space number, and when they joined, below and mail or fax to the home office. After verifying by the home office, a $5 reward check will be mailed to the individual or chapter named at the bottom of this form. Please send in all new membership applications as soon as you receive them. Do not hold them for this program. This program only requires that you keep track of who they are, and list them on this form.

(More than one person living in the same home and paying one membership dues count as one member for this program.)

PLEASE PRINT LEGIBLY

NEW MEMBERS' NAMES	PARK NAME	SPACE NO.	MONTH AND YEAR JOINED

Please send $5 reward check to:

_____ name

_____ address

(Note: If the reward is going to a chapter's treasury and the chapter does not have a bank account, the check should be made out to and mailed to a chapter officer. The officer can then cash the check and put the money into the chapter treasury.)

use this Application to give a "Gift of Membership" to a non-member!

MEMBERSHIP APPLICATION

GOLDEN STATE MANUFACTURED-HOME OWNERS LEAGUE, INC. 800/888-1727 714/826-4071

GSMOL
www.gsmol.org 1 (800) 888-1727

- ❑ **ONE-YEAR GSMOL MEMBERSHIP for $25**
- ❑ **THREE-YEAR GSMOL MEMBERSHIP for $70**
- ❑ ONE-YEAR *ASSOCIATE* MEMBERSHIP for $50

(Associate members do not own manufactured homes. They do not have voting rights and cannot hold office in GSMOL.)

Comments (For Office Use):

First Name Initial Last Name

Spouse/ Second Occupant

Park Name Park Owner MGMT. Co.

Street Address Space Number

City State Zip Code

Daytime Phone Number Alternate Phone Number

Email Address

Signature Membership Recruiter (if applicable)

❑ **New Member**

❑ **Renewing Member**

GSMOL Chapter #_____

Check #_____ / CASH

You can also contribute to any of the following GSMOL dedicated funds:

DEFENSE IN THE **COURTS** $_____

DEFENSE AT THE **CAPITOL** $_____

Disaster Relief Fund $_____

Enforcement Legal Fund (ELF) $ 10

FILL OUT AND RETURN THIS FORM ALONG WITH YOUR CHECK TO: **GSMOL, PO. BOX 876, GARDEN GROVE, CA 92842**

DETACH AND KEEP FOR YOUR RECORDS Thank you!

Date_____

Amount_____

Check #_____

GSMOL www.gsmol.org 1 (800) 888-1727