

**AMENDMENT TO  
STANDARD OFFER, AGREEMENT AND ESCROW INSTRUCTIONS  
FOR PURCHASE OF REAL ESTATE**

This Amendment (“**Amendment**”) is made and entered into as of March 8, 2022 (the “**Effective Date**”) by and between Joan Kevorkian and George L. Wallet and Sara J. Wallet as Co-Trustees of the George L. Wallet and Sara Joan Wallet Trust FBO Corinne M. Wallet Separate Property Trust dated July 10, 2009 (collectively, “**Seller**”), La Hacienda Mobile Estates, LLC, a Delaware limited liability company (“**Buyer**”), and, for purposes of Section 11 hereof, California Receivership Group, Inc., a California Benefit Corporation (“**Receiver**”).

WHEREAS, Seller and Buyer entered into that certain Standard Offer, Agreement and Escrow Instructions for Purchase of Real Estate dated January 12, 2022 (the “**Agreement**”) regarding the purchase and sale of the real property located at 104 E. Sierra & 158 E. Sierra Avenue, Fresno, California 93710 and more particularly described on Exhibit “A” (the “**Property**”).

WHEREAS, Seller owns the Property and in the matter of City of Fresno, a municipal corporation People of the State of California vs. Joan Kevorkian and George L. Wallet and Sara J. Wallet as Co-Trustees of the Bypass Trust created under the Corinne M. Wallet Separate Property Trust and Does 1 through 50, inclusive, No. 21CECG02816 (California Superior Court) (the “**Case**”), Receiver was appointed the Superior Court of the State of California in and for the Country of Fresno (the “**Court**”).

WHEREAS, the Court found that the Property is currently in violation of California Health and Safety Codes and the regulations adopted pursuant thereto (collectively, the “**Health Code**”).

WHEREAS, Receiver has hired Brad Harwood to document the extent of the ongoing Health Code violations on the Property and attached as Exhibit “B” is Brad Hardwood’s list of the ongoing Health Code violations (collectively, the “**Health Code Violations**”).

WHEREAS, Seller, Buyer, and Receiver (Collectively the “**Parties**”) desire to amend the Agreement.

NOW, THEREFORE, for good and sufficient consideration, including the mutual promises set forth below, receipt of which is hereby acknowledged, the Parties agree to amend the Agreement as follows:

1. Additional Provisions and Addendum. Paragraphs 22, 27, and 29 through 35 of the Purchase Agreement and the Addendum to the Purchase Agreement are each hereby deleted in their entirety.

2. Due Diligence. Notwithstanding anything to the contrary contained in the Agreement, Buyer’s shall have the right, in Buyer’s sole and absolute discretion, to terminate the Agreement for any reason or no reason at any time until the later of (i) forty-five (45) days

after the date of execution of this Amendment by both Buyer and Seller, or (ii) thirty (30) days after the date that Seller delivers to Buyer the Deliverables set forth in Paragraph 28 of the Agreement. Buyer shall have complete access to the Property, Seller's books and records related to the Property, and the Deliverables from the Date of Agreement until the date of Closing.

3. Cure of Health Code Violations. Buyer agrees to incur up to Three Hundred Thousand and No/100 Dollars (\$300,000.00) in Buyer's Costs (as defined in Section 6 below), or such greater amount as Buyer may elect to incur to cure the Health Code Violations (collectively, "**Buyer's Work**"), subject to the terms and conditions of this Amendment. If Buyer determines that Buyer's Work will cost more than \$300,000.00 to cure, then Buyer may elect to terminate this Agreement or agree to pay the excess in addition to the Purchase Price.

4. Buyer's Closing Conditions. Notwithstanding anything to the contrary contained in the Agreement, in addition to the Buyer's Contingencies set forth in the Agreement, Closing shall be contingent upon the following:

(a) Seller having executed and delivered to Escrow the Deed, bill of sale, an estimated settlement statement, and all other documents as may be reasonably required by Buyer or Escrow to allow Closing to occur.

(b) The Receiver having satisfied the requirements of Section 11 herein.

(c) The Court having issued an order (i) dismissing the Case, (ii) authorizing the Closing, (iii) dismissing Receiver as the appointed receiver for the Property upon Closing, and (iv) finding that all Health Code Violations have been cured and no further violations of the Health Code exist.

(d) The City of Fresno reinstating the Permit to Operate the Property as a mobile home park.

Buyer shall have the right to terminate this Agreement if Buyer's closing conditions are not satisfied within ninety (90) days following completion of Buyer's Work.

5. Buyer's Obligation to Timely Complete Buyer's Work.

(a) Buyer shall use commercially reasonable efforts to complete timely Buyer's Work. In the event Buyer fails to timely complete Buyer's Work, then Seller's sole remedy shall be to terminate this Agreement and in such event Buyer shall have the rights specified in Section 10 of this Amendment.

6. Seller's Closing Conditions.

For the benefit of Seller, Closing shall be contingent upon the following:

(a) Buyer having executed and delivered to Escrow an estimated settlement statement, the funds required to pay the Purchase Price, less the costs of Buyer's Work, and all other documents as may be reasonably required by Seller or Escrow to allow Closing to occur.

If Seller is not in default of this Agreement, then Seller shall have the right to terminate this Agreement if the Closing has not occurred six (6) months from the Effective date ("**Closing Deadline**"). However, Seller agrees to continue the Closing Deadline for up to thirty (30) days in the event that all of Buyer's Work is complete and the escrow has not closed.

7. Closing Date. Notwithstanding anything to the contrary contained in the Agreement, Closing shall occur within five (5) business days following Buyer's receipt of the Court order required pursuant to Section 4(c) above. In the event that the Closing does not occur within one hundred eighty (180) days of the date of this Amendment, then Buyer shall have the right to terminate the Agreement in accordance with the terms of Section 10 below.

8. Purchase Price. The Purchase Price shall be an amount equal to One Million Seven Hundred Thousand and No/100 Dollars (\$1,700,000.00) less Buyer's Costs. "**Buyer's Costs**" shall mean the reasonable cost of all materials installed, and cost of labor incurred by Buyer in curing or attempting to cure the Health Code Violations. If labor is performed by Buyer or its affiliate, Harmony Communities, Inc., a California corporation, then the cost of such labor shall be in accordance with the schedule attached hereto as Exhibit "C". If third parties are utilized to perform the required work, then the cost of such third-party work shall be included as part of Buyer's Costs. All work that requires a contractor's licenses shall be performed by J R C Construction, License Number 1004805 and J R C Construction shall be the general contractor for such work.

9. Property Being Sold. In addition to the Property, the property being sold and transferred at Closing shall include, but is not limited to, (a) all mobile or manufactured homes on the Property owned by Seller, or an affiliate of Seller, (b) all promissory notes for mobile or manufactured homes on the Property owned by Seller, or an affiliate of Seller, (c) all accounts payable related to the Property, including past due balances, and (d) all personal property and equipment owned by Seller, or an affiliate of Seller and used in the operation of the Property. Notwithstanding the foregoing, any utility revenue collected after the date of Closing that was an expense prior to the date of Closing shall be returned to Seller. All mobile or manufactured homes owner by Seller, or an affiliate of Seller sold at Closing shall be transferred to Buyer free and clear of any debt or encumbrances and transferred by bill of sale or assignment of titles in a form reasonable acceptable to Buyer. Upon request, Seller shall provide title insurance documentation, HCD documentation, and any other documentation reasonably required by Buyer in Seller's possession.

10. Termination. In the event that the Agreement is terminated for any reason other than a Buyer default, then upon such termination, Seller shall cooperate with Buyer to instruct the Escrow Agent to immediately return the Deposit to Buyer, and within one hundred twenty (120) days Seller shall reimburse the Buyer's Costs to Buyer. Upon any sale of the Property to a

third party, Buyer's Costs shall be repaid to Buyer and Memorandum of Agreement (as defined in Section 15 herein) shall remain against the Property until Buyer's Costs are repaid in full. Upon termination, Buyer shall be relieved from any further obligations and liability under the Agreement, except with respect to any obligations and liability under the Agreement that are expressly stated to survive any termination of the Agreement.

11. Receiver.

(a) Receiver shall immediately request permission from tenants and occupants of the Property to the extent necessary for Buyer to complete Buyer's Work. In the event that Receiver is unable to obtain permission from such tenants or occupants, then Receiver shall promptly seek a court order allowing Buyer access to the Property and the right to perform and complete Buyer's Work. In the event that Buyer is not granted access to the Property, or any portion thereof as may be necessary to perform and complete Buyer's Work, then Buyer shall have the right to terminate the Agreement in accordance with the terms of Section 10 above.

(b) For each tenant who does not cooperate with Buyer and Receiver to eliminate the Health Code Violations in that tenant's space, Receiver shall initiate the eviction and removal of such tenant and pursue such eviction if the Health Code Violations are not timely eliminated.

(c) Receiver shall cause or attempt to cause the eviction or removal of any and all persons occupying the Property or a portion thereof without the consent of Seller or Receiver, as landlord.

(d) Approximately thirty (30) days prior to completion of Buyer's Work necessary to cure the Health Code Violations, Buyer shall provide written notice to the Receiver. The Receiver shall promptly file with the Court a final account and report, request for discharge, and a request for exoneration of the receiver's surety.

(e) Prior to Closing, the Receiver shall submit to Escrow any outstanding fees and costs due to the Receiver and Escrow shall distribute to the Receiver any such fees and costs out of the sale proceeds at Closing. All fees and costs of the Receiver shall remain the obligation of the Seller and Receiver shall not have a Claim against the Property or Buyer for any fees and costs following closing.

(f) In the event that Seller fails to execute and deliver to Escrow any Closing documents, then Receiver shall execute and deliver to Escrow all necessary Closing documents. In the event that Closing does not occur for any reason other than a Buyer default, then if Seller has not yet paid Buyer's Costs to Buyer, the Receiver shall repay Buyer's Costs to Buyer from the proceeds of the sale of the Property to a third party or from other cash on hand when available.

12. Representations and Warranties of Seller as of the date of this Amendment. Seller makes the following representations and warranties (in addition to those set forth in the Agreement) as of the date of this Amendment and restates the representations and warranties set forth in the Agreement and this Addendum at Closing, each of which are material and relied upon by Buyer and which shall survive Closing and delivery of the Deed. Except for the express representations of Seller, Buyer is relying solely on Buyer's own investigation and buying the Property AS IS, WHERE IS. The representations and warranties of Seller contained in this Section 12 are to the actual knowledge of George Santikian without investigation.

(a) Documentation and Information. To Seller's knowledge, the documentation and information provided to Buyer, pursuant to this Agreement represents a complete, true, and accurate presentation of the Property, and does not contain any misstatement or omission of material facts which makes the information misleading.

(b) Physical Condition of Property. The Property was built as a mobile home park in the 1970s. To Seller's knowledge, except for the Health Code Violations, the Property and all parts thereof, including but not limited to, plumbing, sewer, electrical, water hydrants, (collectively, "Property Systems") are in working order, and will be in the same condition and repair upon Closing as on the date inspected by Buyer, normal wear and tear expected. All Property Systems required by law at the date of construction are in operation and are of sufficient size and capacity for the proper safety of the Property and meet all applicable fire, life, safety and similar codes at the date of construction. The water supplied to the Property is sufficient to meet the needs of the Tenants and meet all minimum health standards imposed by all applicable governmental agencies at the date of construction. With the exception of the seven spaces affected by the fires and Spaces 10 and 11, each manufactured home site is serviced for electricity and gas service by a publicly regulated utility company and is separately metered therefore. All driveways and space surfaces drain storm water as originally designed.

(c) Environmental.

i. To Seller's knowledge, except for the Health Code Violations, Seller is in compliance with all applicable federal, state, county or local statutes, laws, regulations, rules, ordinances, or codes relating to environmental matters and any amendments or extensions thereof, and any rules, regulations, standards, guidelines or issues pursuant to any of the aforesaid and all other applicable environmental standards or requirements (collectively, "Environmental Laws") with respect to the Property and no event has occurred which, with passage of time or the giving of notice or both, would constitute non-compliance with any Environmental Law;

ii. To Seller's knowledge, no hazardous substances or wastes exist on the Property, nor is there any asbestos, urea formaldehyde foam insulation, lead-based paint, or underground storage tanks on the Property; There must be asbestos in some of the mobile homes in the Property.

iii. To Seller's knowledge, the Property has not been and will not be used for the generation, storage, treatment, or disposal of hazardous substances, solid waste, or residual waste (collectively "Hazardous Wastes"), nor used as a landfill, waste disposal site, gas station, laundromat, or dry cleaner;

iv. To Seller's knowledge, Seller has delivered or made available to Buyer or Buyer's representatives all environmental audits, assessments, studies, sampling results, inspections, and reports prepared on the Property or in the possession of the Seller or its representatives arising from or relating to the past or present operations of the Seller or its predecessors; and

v. To Seller's knowledge, no portion of the Property is wetlands within the jurisdiction of any Federal or State Department Laws or Environmental Regulations or any agency of the County in which the Property is located nor does the Property lie in a flood plain.

(d) Claims and Compliance with Laws.

i. Seller has received no notice or knowledge of planned or commenced public improvements which may result in special assessments or otherwise directly and materially affecting the Property.

ii. To Seller's knowledge, except as previously disclosed to Buyer in writing, the Property is not subject to any rent control laws or other ordinances relating to rent control, rent stabilization or maximum rent regulation laws, nor are the Property subject to any restrictions under which landlords may not terminate month to month rental agreements, nor does Seller have any reason to believe that the Property will be subject to the foregoing restrictions.

13. Closing Representations and Warranties of Seller. Except for the express representations of Seller, Buyer is relying solely on Buyer's own investigation and buying the Property AS IS, WHERE IS. Seller makes the following representations and warranties at Closing, each of which are material and relied upon by Buyer and which shall survive Closing and delivery of the Deed. The representations and warranties of Seller contained in this Section 13 are to the actual knowledge of George Santikian without investigation.

(a) To Seller's knowledge, there are no Laws, agreements, consent orders, decrees, judgments, licenses, permit conditions, notices, orders or directives of any governmental subdivision, agency, bureau, or department which relate to the present or future use of the Property which require remediation or any change in the present condition of the Property, or which would prevent or restrict the transfer or intended use of the Property. Notwithstanding the foregoing, Seller discloses that the Property is not in compliance with Title 25 of the California Code of Regulations and does not currently have a Permit to Operate.

(b) To Seller's knowledge, there are no Claims (defined below) other than the Case, pending or threatened, relating to the Property or Seller's right to convey the Property,

nor is Seller in default in the payment or performance of any obligation relating to the Property. If, prior to Closing, any Claim (other than the Case) arises or Seller is in default in the payment or performance of any obligation relating to the Property, Seller will promptly notify Buyer of the same, and Seller shall correct the same at Seller's sole cost prior to Closing. As used herein "Claim" shall mean any and all liens, claims, assessments, demands, losses, liabilities, actions, obligations, damages, costs, penalties, charges, fines, and expenses, including reasonable attorney's fees and expert fees and costs, investigation, notice of a violation, litigation, proceeding, arbitration, appeals or other dispute, whether civil, criminal, administrative or otherwise, arising from, relating to, or occasioned in any way by the Property. Notwithstanding the foregoing, Seller discloses that Claims against Seller have been (1) threatened, and one filed complaint, based on the April and June 2021 fires, (2) filed by the City of Fresno in the Case, (3) threatened for towing a 5<sup>th</sup> wheel illegally parked on the Property and (4) threatened by the California Rural Legal Assistance.

(c) Except as expressly disclosed herein, to Seller's knowledge, the Property is in full compliance with all laws, regulations, rules, ordinances, or requirements of the United States, the State of California, and the municipalities in which the Property is found (collectively, "Laws") and no event has occurred which, with passage of time or the giving of notice or both, would constitute non-compliance with any such Laws.

(d) Except as expressly disclosed herein, to Seller's knowledge, all licenses and permits necessary to operate the Property have been obtained, are valid and in good standing and are in full force and effect and will be assigned to Buyer at Closing. Seller has not received notice of any intention on the part of the issuing authority to cancel, suspend or modify any of the licenses or to take any action or institute any proceedings to cause a cancellation, suspension or modification to any such licenses. There are no restrictions that would limit Buyer's ability to replace a mobile home if one or more the home sites become vacant. See response to (a) and (b) above.

14. Indemnity. To the fullest extent allowable under applicable law, Seller shall indemnify, defend, and hold harmless Buyer, the members comprising Buyer, Buyer's affiliates and their respective directors, officers, members, shareholders, employees, agents, representatives, brokers, attorneys, successors and assigns from and against all Claims based upon, arising from, or relating to the following:

(a) any event occurring or condition existing regarding the Property prior to Closing;

(b) the ownership, management and/or operation of the Property prior to Closing;

(c) Any lease entered into by Seller relating to the Property, including without limitation any Claims that such lease contains any term or provision that is contrary to California or federal law, rule or regulation;

(d) The inaccuracy, breach, or default of any representation, warranty, covenant, or agreement of Seller in the Agreement.

(e) Any release, treatment, use, generation, storage, or disposal of any Hazardous Substance on, under, about, or from the Property including, without limitation, the cost of any required or necessary remediation or removal of any Hazardous Substance, any costs of repair of improvements on the Property or surrounding properties necessitated by such remediation or removal and costs of any testing, sampling, or other investigation or preparation of remediation or other required plans undertaken prior to such remediation or removal and/or any claim or suit for bodily injury, or fear of bodily injury or property damage asserted against Buyer. Buyer expressly reserves its rights against other parties and does not release, or waive its rights to contribution against, any other party. These obligations to defend, indemnify and hold harmless shall apply to claims made by Seller or third parties and shall survive Closing and delivery of the deed.

15. Memorandum of Agreement. Buyer's rights under this Agreement shall be evidenced by the recording of the memorandum of agreement in the form attached hereto as Exhibit "D" ("Memorandum of Agreement"). Within five (5) business days of the date of this Amendment, Seller shall execute, acknowledge, and deliver to Escrow the Memorandum of Agreement, along with such reasonable instructions as Escrow may require to cause the recordation of the Memorandum of Agreement. If for any reason this Agreement is properly terminated including not closing by the Closing Deadline, then upon Buyer being repaid in full the Buyer's Costs, Buyer shall execute, notarize, and deliver to Seller and Escrow Agent a quitclaim sufficient to release the Memorandum of Agreement. In such event, except for obligations which specifically survive termination, neither party shall have any further obligation to the other party. Provided that Buyer has been repaid in full the Buyer's Costs, Buyer shall, upon ten (10) days' written request, properly execute, acknowledge, and deliver to Seller any additional release, quitclaim deed, and/or any other document required by Escrow or a title insurance company to establish and verify the termination of this Agreement and the end of its legal effect. The obligations set forth in the foregoing sentence survive termination of this Agreement.

16. Buyer Protection of Seller and Receiver. Prior to performing any of Buyer's Work, Buyer shall deliver to Seller a certificate of insurance naming Seller as an additional insured (on a primary, non-contributing basis) evidencing commercial general liability and property damage insurance with limits of not less than One Million Dollars (\$1,000,000.00) in the aggregate and not less than One Million Dollars (\$1,000,000.00) for property damage. Buyer shall provide Seller and Receiver with itemized invoices for all work performed on the Property.

17. Additions and Modifications to the Agreement dated January 12, 2022.



(a) Seller will select Darryl Evans (“**Escrow Agent**”) of Placer Title (“**Title Company**”), at its offices at 7700 North Palm, Suite 101, Fresno, California (ph. (559) 261-2910, fax (559) 261-2963, email: [devans@placertitle.com](mailto:devans@placertitle.com))

(b) Seller will initial Section 21 of the Agreement.

18. General Provisions.

(a) Any capitalized term not specifically defined in this Amendment shall have the same definition provided in the Agreement.

(b) Except as expressly modified above, all terms and conditions of the Agreement remain unchanged.

(c) In the event of any conflict, inconsistency, or incongruity between any provision of this Amendment and any provision of the Agreement, the provisions of this Amendment shall govern and control.

(d) This Amendment may be executed in any number of counterparts, which may be delivered electronically, via facsimile or by other means. Each party may rely upon signatures delivered electronically or via facsimile as if such signatures were originals. Each counterpart of this Amendment shall be deemed to be an original, and all such counterparts (including those delivered electronically or via facsimile), when taken together, shall be deemed to constitute one and the same instrument.

(Signatures on the following page)

IN WITNESS WHEREOF, the Parties have executed this Amendment in multiple counterparts as of the date and year first above written. Receiver is entering into this Amendment only for purposes of Section 8 hereof.

**RECEIVER:**

California Receivership Group, Inc.  
a California benefit corporation

By: Mark Harris as Receiver  
Name: MARK HARRIS  
Its: PRESIDENT

**SELLER:**

Joan Z. Kevorkian  
Joan Kevorkian

George L. Wallet  
George L. Wallet, as Co-Trustees of the Bypass  
Trust created under the Corinne M. Wallet Separate  
Property Trust

Sara J. Wallet  
Sara J. Wallet, as Co-Trustees of the Bypass Trust  
created under the Corinne M. Wallet Separate  
Property Trust

**BUYER:**

La Hacienda Mobile Estates, LLC,  
a Delaware limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

IN WITNESS WHEREOF, the Parties have executed this Amendment in multiple counterparts as of the date and year first above written. Receiver is entering into this Amendment only for purposes of Section 8 hereof.

**RECEIVER:**

California Receivership Group, Inc.  
a California benefit corporation

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

Name: \_\_\_\_\_

Its: \_\_\_\_\_

**SELLER:**

\_\_\_\_\_  
Joan Kevorkian

\_\_\_\_\_  
George L. Wallet, as Co-Trustees of the Bypass  
Trust created under the Corinne M. Wallet Separate  
Property Trust

\_\_\_\_\_  
Sara J. Wallet, as Co-Trustees of the Bypass Trust  
created under the Corinne M. Wallet Separate  
Property Trust

**BUYER:**

La Hacienda Mobile Estates, LLC,  
a Delaware limited liability company

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

Name: Holly Thompson

Its: MANAGING member

**EXHIBIT "A"**  
**LEGAL DESCRIPTION**

**EXHIBIT "A"**  
Legal Description

**For APN/Parcel ID(s): 408-050-04, 408-050-05 and 408-050-09**

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THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF FRESNO, COUNTY OF FRESNO, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

**PARCEL 1: APN: 408-050-04**

THE WEST HALF OF THE SOUTHEAST QUARTER OF LOT 204 OF PERRIN COLONY NO. 2, ACCORDING TO THE AMENDED MAP THEREOF RECORDED APRIL 1, 1891 IN BOOK 4, PAGE 68 OF PLATS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPTING THEREFROM THE EAST 10 FEET THEREOF.

ALSO EXCEPTING THEREFROM ANY MOBILE HOME SITUATED ON SAID LAND.

**PARCEL 2: APN: 408-050-05**

THE WEST 70 FEET OF THE EAST 1/2 OF THE EAST 1/2 OF THE SOUTH 1/2 AND THE EAST 10 FEET OF THE WEST 1/2 OF THE EAST 1/2 OF THE SOUTH 1/2 OF LOT 204 OF PERRIN COLONY 2, ACCORDING TO THE AMENDED MAP THEREOF RECORDED APRIL 1, 1891 IN BOOK 4, PAGE 68 OF PLATS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

ALSO EXCEPTING THEREFROM ANY MOBILE HOME SITUATED ON SAID LAND.

**PARCEL 3: APN: 408-050-09**

THE SOUTH HALF OF THE NORTHEAST QUARTER OF LOT 204, PERRIN COLONY NO. 2, ACCORDING TO THE AMENDED MAP THEREOF RECORDED APRIL 1, 1891 IN BOOK 4, PAGE 68 OF PLATS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPTING THEREFROM THE WEST 30 FEET THEREOF.

ALSO EXCEPTING THEREFROM ANY MOBILE HOME SITUATED ON SAID LAND.

**PARCEL 4:**

RIGHT OF WAY FOR INGRESS AND EGRESS OVER THE EAST 30 FEET OF THE WEST 115 FEET AND OVER THE EAST 30 FEET OF THE WEST 244.5 FEET OF THE FOLLOWING DESCRIBED PARCEL;

THE WEST HALF OF THE SOUTHEAST QUARTER OF LOT 204 OF PERRIN COLONY NO. 2, ACCORDING TO THE AMENDED MAP THEREOF RECORDED APRIL 1, 1891 IN BOOK 4, PAGE 68 OF PLATS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPTING THEREFROM THE EAST 10 FEET THEREOF.

**EXHIBIT “B”**

**LIST OF HEALTH CODE VIOLATIONS**

# MH Park Consulting

Brad Harward • 4547 Golden Elm St • Sacramento, CA 95834 • 916-806-0303

February 17, 2022

Job Number: 22-01

To: Mark Adams  
California Receivership Group  
3435 Ocean Park Blvd #107,  
Santa Monica, CA 90405

RE: Inspection of the Trails End Mobilehome Park, Park ID 10-0138-MP, located at 104 E. Sierra Ave Fresno, CA 93710.

The inspection date was February 3, 2022 and a second inspection occurred February 16, 2022 for seven lots that had locked gates limiting access. The inspection was to verify compliance with the applicable laws and regulations contained in the Mobilehome Parks Act (Health and Safety Code §18200 et seq.) (HSC) and its adopted regulations contained in the California Code of Regulations, Title 25, Chapter 2 commencing with section 1000 (25CCR).

## BACKGROUND

The Trails End Mobilehome park is a 60 space mobilehome park. This inspection was to emulate a Mobilehome Park Maintenance inspection that would occur in a mobilehome park. All lots except lot 25 were inspected. It was reported the resident on lot 25 would not allow access to his lot even with the court order so this lot was inspected from outside the lot.

There are no park-owned rental units in the park. However, there are several units owned by individuals that are rented. There are also several vacant, empty homes in the park.

According to the State Department of Housing and Community Development, prior to transferring enforcement authority of the park to the City of Fresno, the park had a current Private Fire Hydrant Test and Certification Report and had submitted a valid Emergency Preparedness Plan in accordance with HSC 18603 in 2010.

## INSPECTION

Of the 60 lots, five lots are vacant due to previous fires (lots 22, 23, 24, 27, and 28) and two lots (10 and 11) do not appear to have been occupied for a while.

There were no observed issues with lots 29A, 30, 31, and 43.

Throughout the park residents have erected fencing on the front and sides of their lots. The electrical panels and disconnects for the adjacent homes are located behind these locked gates. The lot electrical service is not accessible for inspection or disconnect in case of emergency in violation of 25CCR 2130, 2134, and 2188.

While the individual lots have electrical pedestals containing a connection point and overcurrent protection, the meters and additional disconnects are located in clusters of 5 or 6 meters throughout the park. **It should be noted that several of the meter clusters and several lots are missing the deadfronts covering the live wires.** This is extremely dangerous and is potentially fatal should the wires be touched. This should be addressed **immediately**. The meter clusters on lots 10, and 15 are missing the deadfronts, and the pedestals on lots 8, 10, 11, 12, and 14 are missing the deadfronts. Lot 11 is vacant and the wiring for the pedestal is cut off at grade, but the meters for this lot and lot 14 are removed.

There appears to be several sewage leaks within the park. This is causing contaminated water to run down the street. This is most evident around lots 13 and 14. There did not appear to be effluent in the water, and on the day of inspection it appears to be "gray" water likely from a washing machine. There are homeless people occupying the area behind lot 14 that frequently hose down feces from their dog down the street.

The park gas meter-bank on lot 10 is easily accessible to vehicle damage. Additional protection is necessary.

Pedestals on lots 8, 10, 10D, 11, 12, 14, 15, 19, 29A, 33, 40, 42, 43, 46 and 48 have either missing deadfronts or missing weather covers.

There is no onsite responsible person residing in the park as required by HSC 18603

*18603(a) In every park there shall be a person available by telephonic or like means, including telephones, cellular phones, telephone answering machines, answering services or pagers, or in person who shall be responsible for, and who shall reasonably respond in a timely manner to emergencies concerning, the operation and maintenance of the park. In every park with 50 or more units, that person or their designee shall reside in the park, have knowledge of emergency procedures relative to utility systems and common facilities under the ownership and control of the owner of the park, and shall be familiar with the emergency preparedness plans for the park.*

*(b) (1) On or before September 1, 2010, an owner or operator of an existing park shall adopt an emergency preparedness plan.*

*(2) For a park constructed after September 1, 2010, an owner or operator of a park shall adopt a plan in accordance with this section prior to the issuance of the permit to operate.*

*(3) An owner or operator may comply with paragraph (1) by either of the following methods:*

*(A) Adopting the emergency procedures and plans approved by the Standardized Emergency Management System Advisory Board on November 21, 1997, entitled "Emergency Plans for Mobilehome Parks," and compiled by the Office of Emergency Services in compliance with the Governor's Executive Order W-156-97, or any subsequent version.*

*(B) Adopting a plan that is developed by the park management and is comparable to the procedures and plans specified in subparagraph (A).*

*(c) In every park, an owner or operator of a park shall do both of the following:*

*(1) Post notice of the emergency preparedness plan in the park clubhouse or in another publicly accessible area within the mobilehome park.*

*(2) Provide notice annually to all existing residents of how to access the plan and information on individual emergency preparedness contained therein and how to obtain the plan in a language other than English. This notice shall also be*



*provided, upon approval of tenancy, to all new residents. This may be accomplished in a manner that includes, but is not limited to, distribution of materials and posting notice of the plan or information on how to access the plan via the internet.*

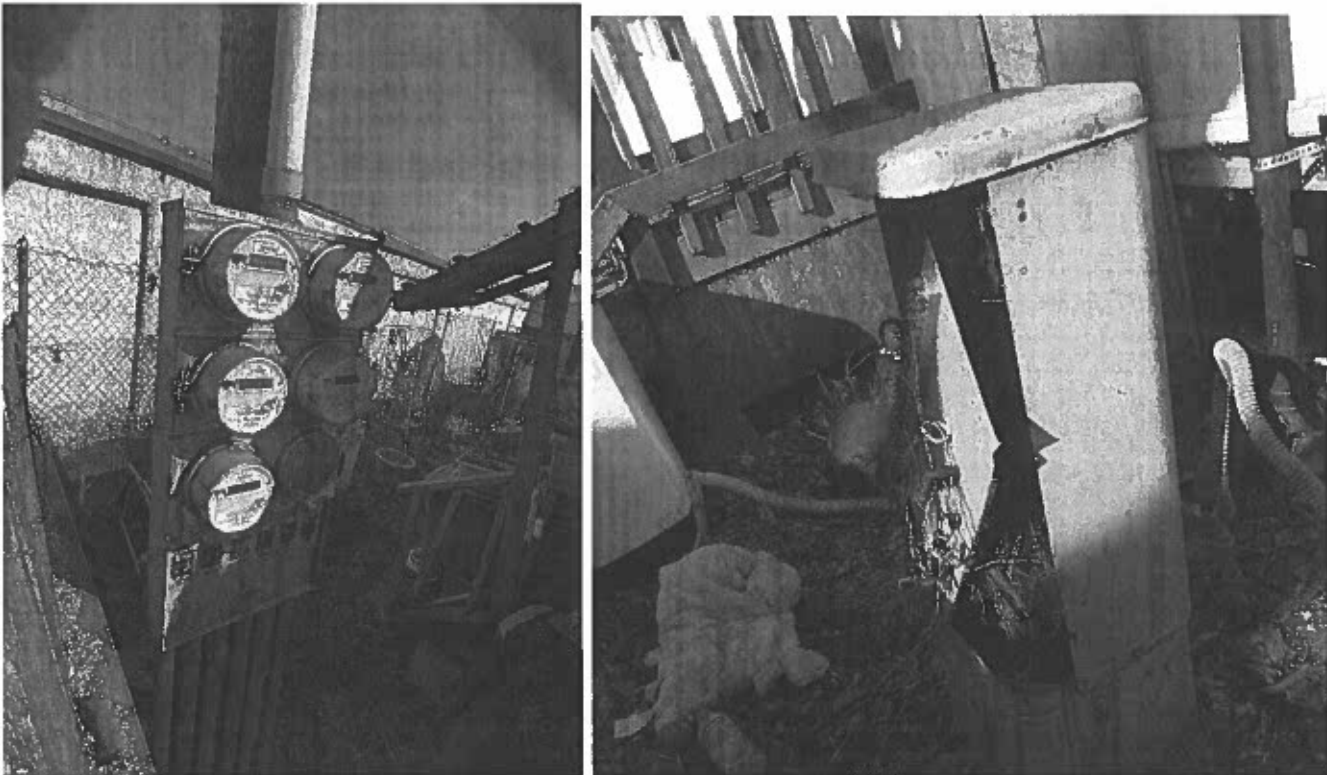
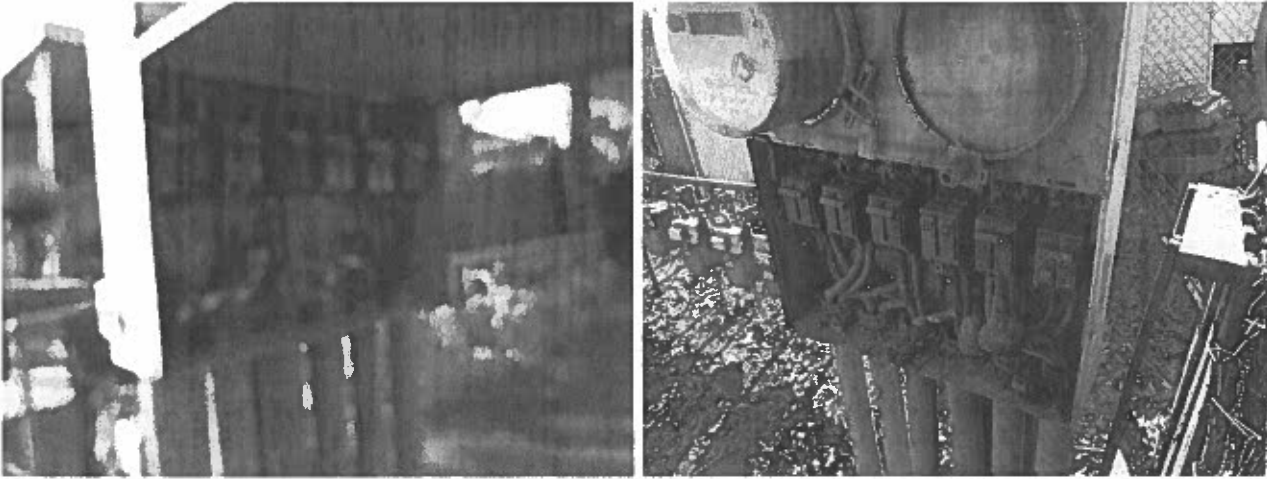
*(d) An enforcement agency shall determine whether park management is in compliance with this section. The agency may ascertain compliance by receipt of a copy of the plan during site inspections conducted in response to complaints of alleged violations, or for any other reason.*

*(e) Notwithstanding any other provision of this part, a violation of this section shall constitute an unreasonable risk to life, health, or safety and shall be corrected by park management within 60 days of notice of the violation.*

Because there is no onsite responsible person, it is unlikely the Emergency Preparedness Plan is still available or that the residents are able to obtain a copy as required upon request.

## **PARK ISSUES NEEDING CORRECTION**

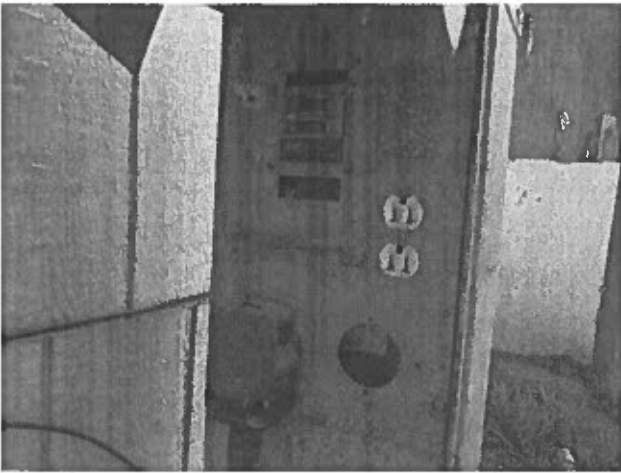
Deadfronts missing on meter clusters on lots 10 and 15. The park electrical service equipment has exposed or easily accessible live electrical parts. Cover all exposed live electrical parts and plug unused openings in electrical equipment. [25 CCR 1134(a), 1188(b)].



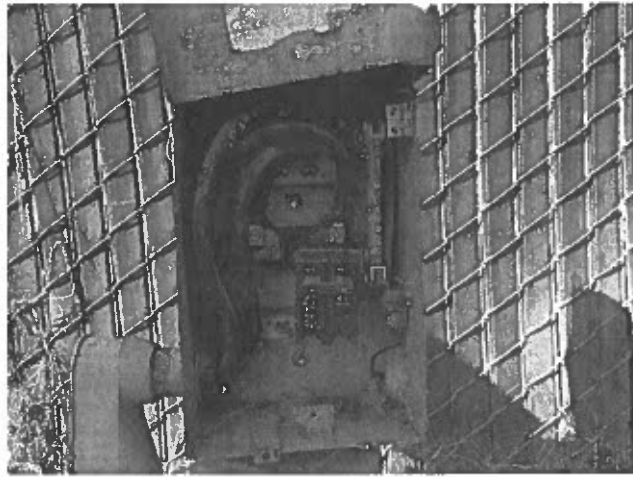
Lot 29 is missing the cover to protect the equipment from weather damage. Repair/replace covers for all electrical equipment. [25 CCR 1134(a), 1188(b)]

While not generally part of the Mobilehome Parks Act, there is a telephone wiring box on lot 7 that is in severe disrepair. It appears to no longer be in use, but if it is and a line rings it is possible to shock someone. Repair or remove the wiring box. [25CCR 1130, 1134, 1188]

The following lot electrical service equipment has exposed or easily accessible live electrical parts. Cover all exposed live electrical parts and plug unused openings in electrical equipment. [25 CCR 1134(a), 1188(b)]



Lot 8



Lot 10



Lot 10D



Lot 12



Lot 14



Lot 11 wires cut at grade.



Lot 49

The following lots have electrical service equipment missing the cover to protect the equipment from weather damage. Repair/replace covers for all electrical equipment. [25 CCR 1134(a), 1188(b)]



Lot 10D



Lot 15



Lot 19



Lot 29A



Lot 33



Lot 40



Lot 42



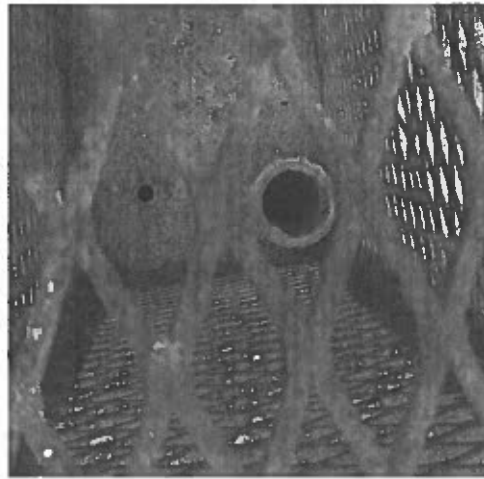
Lot 43



Lot 46



Lot 48.



Wastewater in park roadways. Additionally, the roadways do not appear to have adequate drainage. This wastewater did not drain to any type of proper drainage system and remained for a significant period. Water accumulation in roadway is creating a health threat. Re-grade, repair, drain, or install an approved drainage system to eliminate standing water. [25CCR 1116]

There is an open sewer inlet on lot 11. Provide a gas-tight cap or plug for the opening when not in use. [25 CCR 1102(a), 1254(b)]



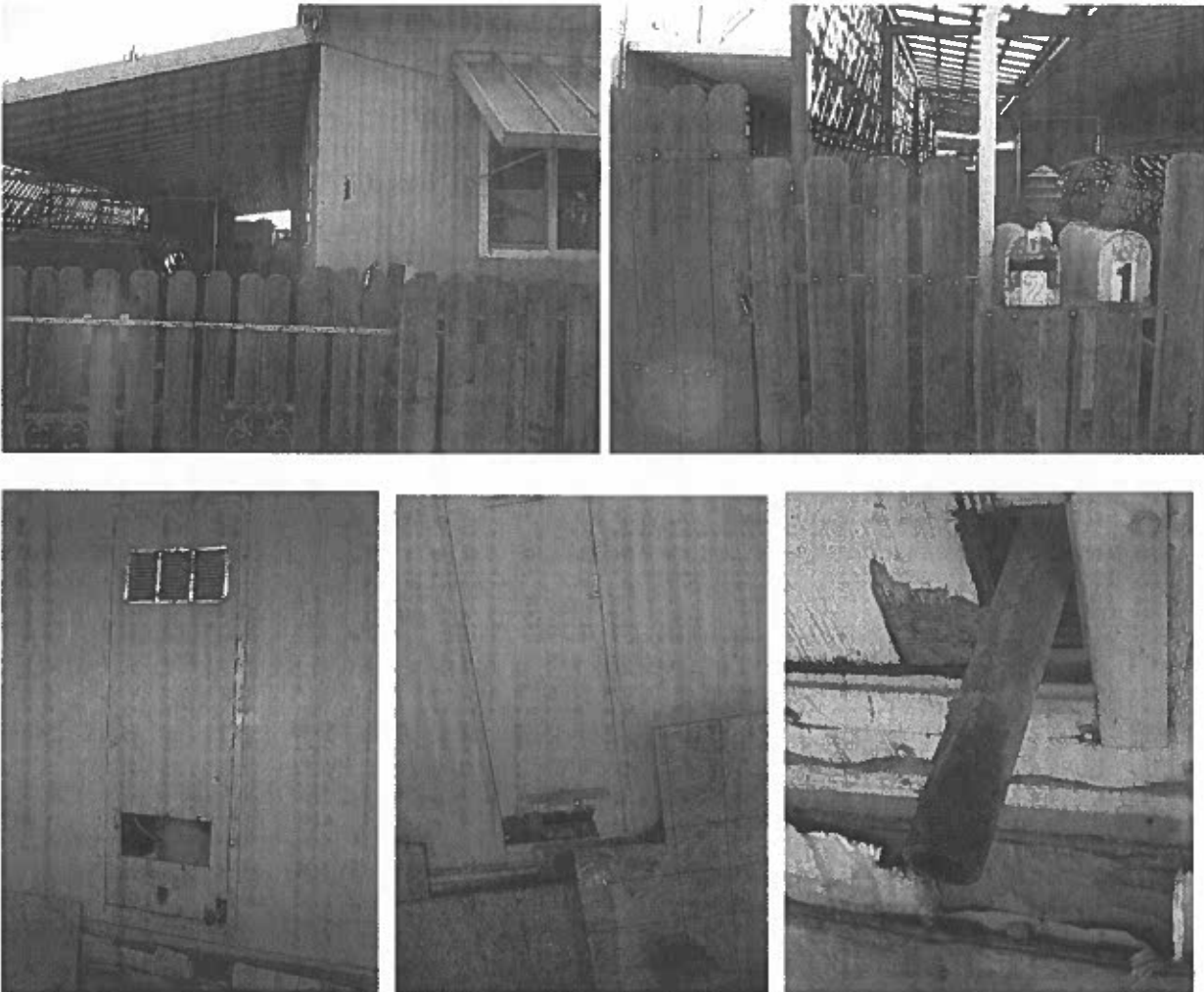
The park's gas system is subject to vehicle damage. Park-owned gas meter equipment is not protected from vehicular damage. Provide mechanical protection by installing posts, fencing, or other barriers approved by the enforcement agency. [25 CCR 1228]

Throughout the park the required street lighting is nonexistent. The majority of the lights that are supposed to be used are either broken, missing, inoperable, or behind a fence. Provide adequate street lighting throughout the park for the full length of all roadways. [25 CCR 1108]

Due to previous fires, lots 25 and 26, which are occupied, are without electric or gas service. There is no service to these lots. The park is responsible for providing these utilities to every lot. [25 CCR 1102]

## LOT INSPECTIONS

### Lot 1



1. The lot was originally not accessible due to the locked fencing. However, this lot was re-inspected on 2/16/22. With the continued use of the locked gates, the lot electrical and gas service equipment is not accessible for disconnect in case of emergency. Remove the padlock to the gate/fence blocking access to the lot. [25CCR 1130, 1134, 1188, 1220(a)]
2. Part of the awning is within three feet (3') of the lot line and the adjacent awning. Remove all material within three feet (3') of accessory structures on the adjacent lot. [25 CCR 1428(a), (b)]
3. The lattice fencing between lots 1 and 2 exceeds six (6') feet in height. Reduce the fence height to six (6') feet. [25 CCR 1514(a)]
4. The awning has been altered by adding column extensions without a permit. No person shall reconstruct or alter any accessory structure without first obtaining a construction permit. [25 CCR 1018(a)]
5. Both the water heater and furnace cabinet doors have missing vents that protect the cabinet from the weather. Install vents on the lower portions of both the water heater and furnace doors.
6. The water heater Temperature/pressure relief valve opening has a threaded pipe and does not exit towards the ground. Extend the piping to six inches above the ground and not threaded on the discharge end. [25 CCR 1438, 1606(f), 1607(f), 1608(f), California Plumbing Code 608].



## **Lot 2**



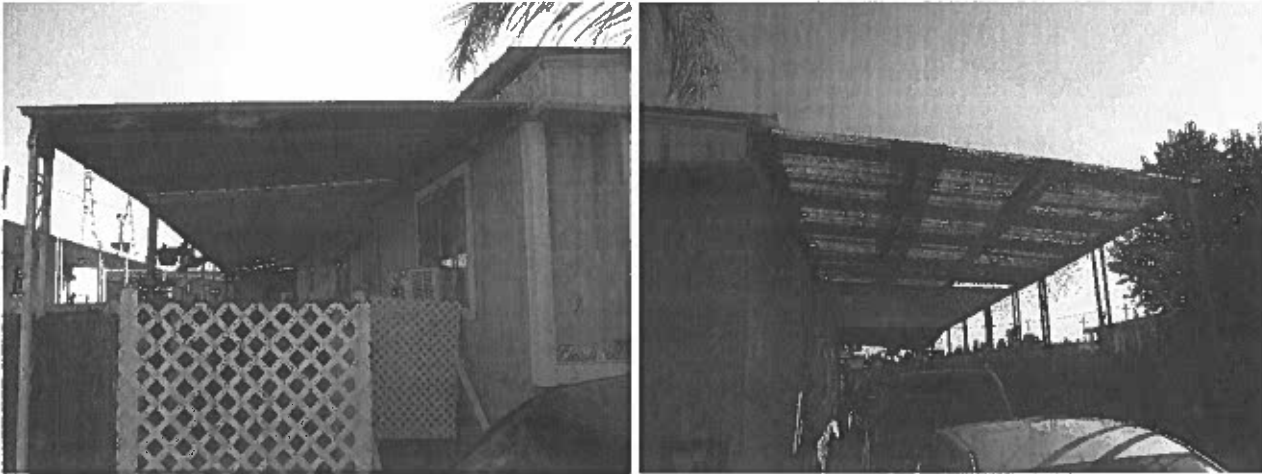
1. There is an accumulation of refuse, garbage, rubbish, lumber scraps, litter, or other combustible waste on the lot. Collect and dispose these materials. [25 CCR 1120]

## **Lot 3**



1. There is an accumulation of refuse, garbage, rubbish, lumber scraps, litter, or other combustible waste on the lot. Collect and dispose these materials. [25 CCR 1120]
2. There is a washing machine not approved for use in an exterior location and exposed to the weather on the porch. Relocate the appliance out of the weather. [25 CCR 1134(a)]

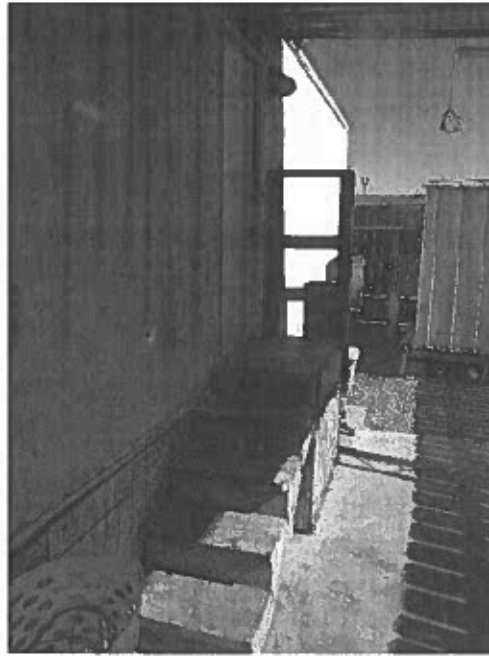
## Lot 4



1. The awning has been altered by adding extensions on the front and back without a permit. No person shall construct or alter any accessory structure without first obtaining a construction permit. [25 CCR 1018(a)]
2. The added awnings on the front and rear of the carport and the front of the home are structurally unsound. Repair to meet minimum structural requirements or remove the additional awnings. [25 CCR 1608(b)]



## Lot 5



1. The lot was originally not accessible due to the locked fencing. However, this lot was re-inspected on 2/16/22. With the continued use of the locked gates, the lot electrical and gas service equipment is not accessible for inspection or disconnect in case of emergency. Remove the padlock to the gate/fence blocking access to the lot. [25CCR 1130, 1134, 1188, 1220(a)]
2. There is no complying stairway at each exit. Provide a complying stairway at each exit. [25 CCR 1429, 1368]
3. The stairway to the mobilehome does not have a handrail. Every stairway with four or more steps or more than 30 inches (30") above grade shall be equipped with handrails and intermediate rails. Install the required handrail and intermediate rails on the stairway. [25 CCR 1504, California Building Code 1012]
4. An extension cord is being used to supply power to a dryer on the other side of the home that requires a permanent wiring method. Remove the extension cord and rewire using an approved permanent wiring method. A permit may be required for this work. [25 CCR 1188(b)]
5. There is a washer outside that is not approved for use in an exterior location and exposed to the weather. Relocate the appliance out of the weather. [25 CCR 1134(a)]

**Lot 6 (No Picture.)**

1. There is an accumulation of refuse, garbage, rubbish, lumber scraps, litter, or other combustible waste on the lot. Collect and dispose these materials. [25 CCR 1120]

**Lot 7**



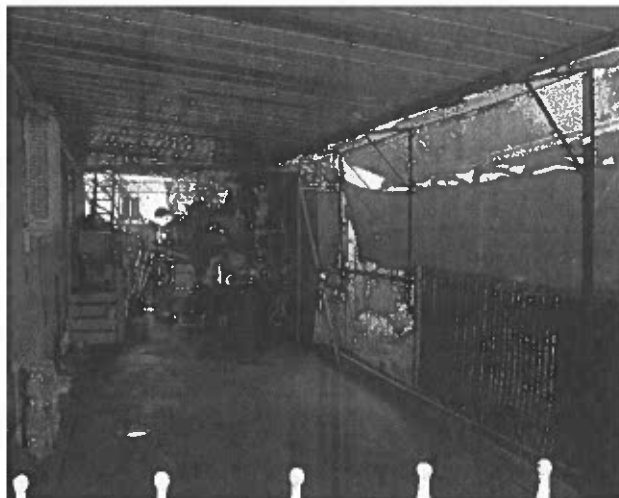
1. There is an accumulation of rotting fruit, garbage, waste on the lot. Collect and dispose these materials. [25 CCR 1120]
2. There is a sewer inlet that is open. Provide a gas-tight cap or plug for the opening. [25 CCR 1102(a), 1254(b)]

**Lot 8**



1. There is an accumulation of refuse, garbage, rubbish, lumber scraps, litter, or other combustible waste on the lot. Collect and dispose these materials. [25 CCR 1120]

## Lot 9

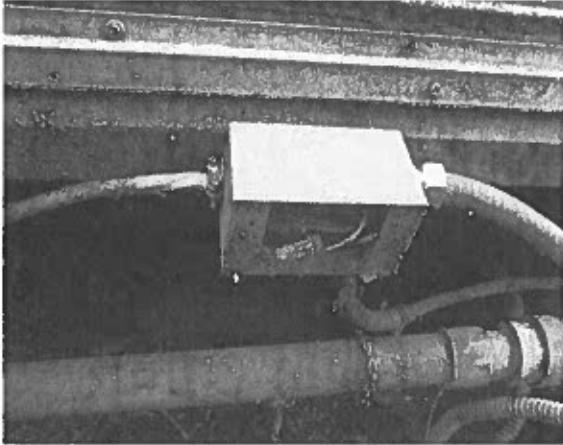


1. There is a washer and dryer outside that are not approved for use in an exterior location and exposed to the weather. Relocate the appliance out of the weather. [25 CCR 1134(a)]
2. There is an accumulation of refuse, garbage, rubbish, lumber scraps, litter, or other combustible waste on the lot. Collect and dispose these materials. [25 CCR 1120]
3. A habitable room addition (cabana) has been constructed without a permit. No person shall erect, construct, install, or alter any building, structure, or accessory structure, within a mobilehome park without first obtaining a construction permit. Obtain construction permits or remove the cabana. [25 CCR 1018(a), 1102]
4. The awning has been altered by adding column extensions without a permit. No person shall reconstruct or alter any accessory structure without first obtaining a construction permit. [25 CCR 1018(a)]

## Lot 10

This lot is vacant. However, there are park electrical issues with the pedestal noted in the park section of this report.

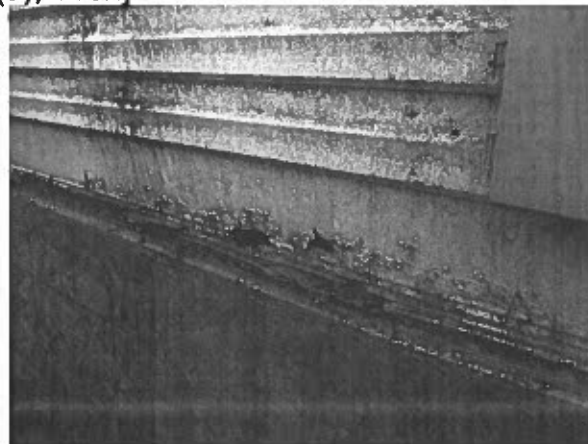
## Lot 10A



1. The outside electrical box is missing the cover to protect the equipment from weather damage. Repair/replace covers for all electrical equipment. [25 CCR 1134(a), 1188(b)]

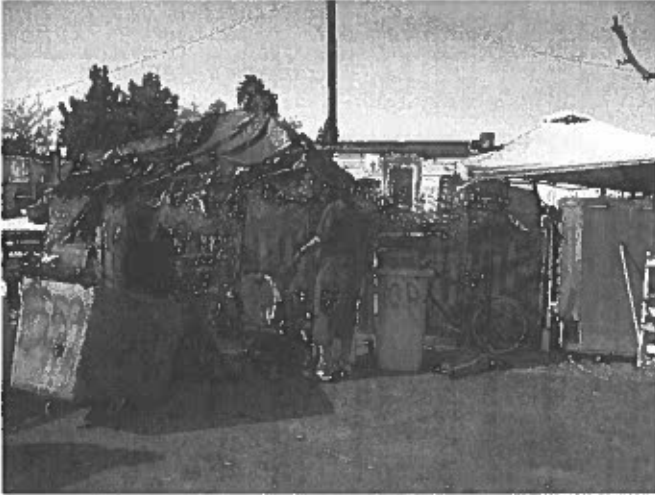


2. A habitable room addition (cabana) has been constructed without a permit. No person shall erect, construct, install, or alter any building, structure, or accessory structure, within a mobilehome park without first obtaining a construction permit. Obtain construction permits or remove the cabana. [25 CCR 1018(a), 1102]



3. There is a washer and dryer outside that are not approved for use in an exterior location and exposed to the weather. Relocate the appliance out of the weather. [25 CCR 1134(a)]
4. The home has faulty weather protection which directly affects the unit. This condition violates minimum health and safety standards and requires correction. [25 CCR 1606(g)]

## Lot 10B



1. There is an accumulation of refuse, garbage, rubbish, lumber scraps, litter, or other combustible waste on the lot. Collect and dispose these materials. [25 CCR 1120]

## Lot 10C



1. There is an accumulation of refuse, garbage, rubbish, lumber scraps, litter, or other combustible waste on the lot. Collect and dispose these materials. [25 CCR 1120]
2. The home has faulty weather protection which directly affects the unit. This condition violates minimum health and safety standards and requires correction. [25 CCR 1607(g)]

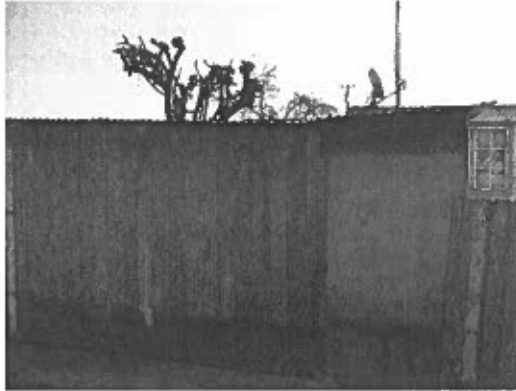
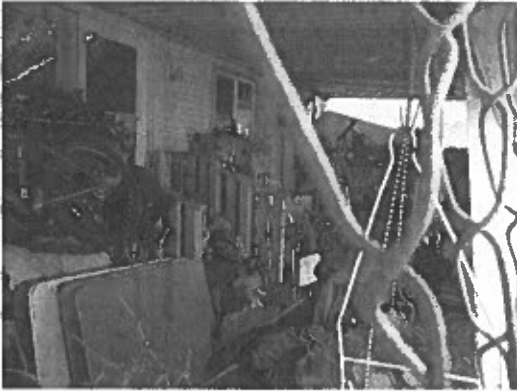
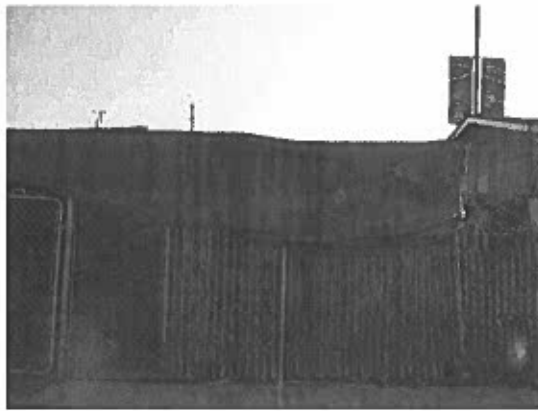
## Lot 10D



1. There is an accumulation of refuse, garbage, rubbish, lumber scraps, litter, or other combustible waste on the lot. Collect and dispose these materials. [25 CCR 1120]
2. A habitable room addition (cabana) has been constructed without a permit. No person shall erect, construct, install, or alter any building, structure, or accessory structure, within a mobilehome park without first obtaining a construction permit. Obtain construction permits or remove the cabana. [25 CCR 1018(a), 1102]
3. The stairway handrail is structurally unsound. Reconstruct the stairway handrail. [25 CCR 1608(b)]
4. The stairway and/or landing is structurally unsound. Replace or reconstruct the stairway and/or landing. [25 CCR 1498(a), 1608(b)]



## Lot 10F

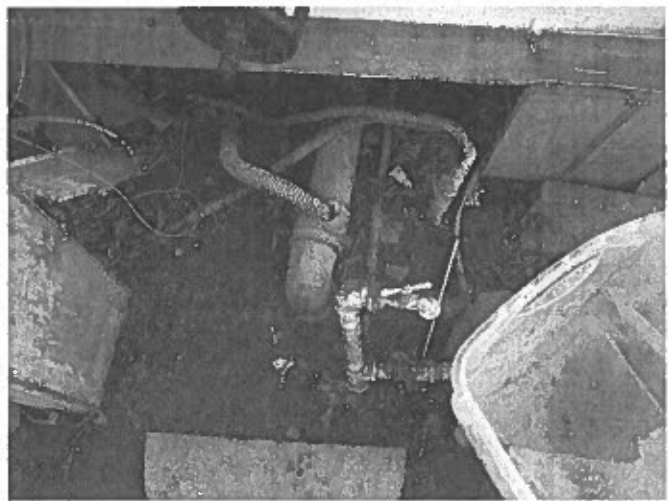


1. The lot was originally not accessible due to the locked fencing. However, this lot was re-inspected on 2/16/22. With the continued use of the locked gates, the lot electrical and gas service equipment is not accessible for disconnect in case of emergency. Remove the padlock to the gate/fence blocking access to the lot. [25CCR 1130, 1134, 1188, 1220(a)]
2. There is an accumulation of refuse, garbage, rubbish, lumber scraps, litter, or other combustible waste on the lot. Collect and dispose these materials. [25 CCR 1120]
3. The storage shed/building is structurally unsound and is constructed with combustible material within three feet (3') of the lot line. Reconstruct to reduce the size or remove the storage building or remove all combustible material within three feet (3') of the lot line. [25 CCR 1608(b), 1443]
4. There is a washer and dryer outside that are not approved for use in an exterior location and exposed to the weather. Relocate the appliance out of the weather. [25 CCR 1134(a)]
5. A faulty weather protection condition exists which directly affects the unit. There is an opening where a kitchen fan was removed. Repair the exterior opening. [25 CCR 1606(g), 1607(g)]

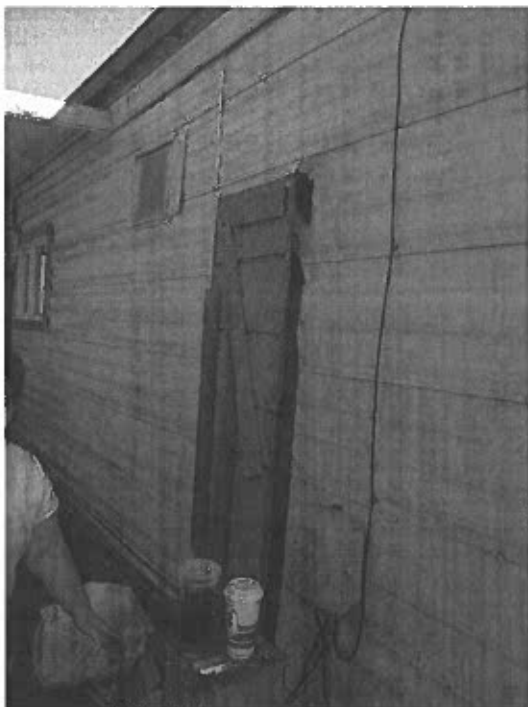
### **Lot 11**

Vacant lot. As noted in the park issue section of this report, there is an electrical pedestal issue and an open sewer.

### **Lot 12**

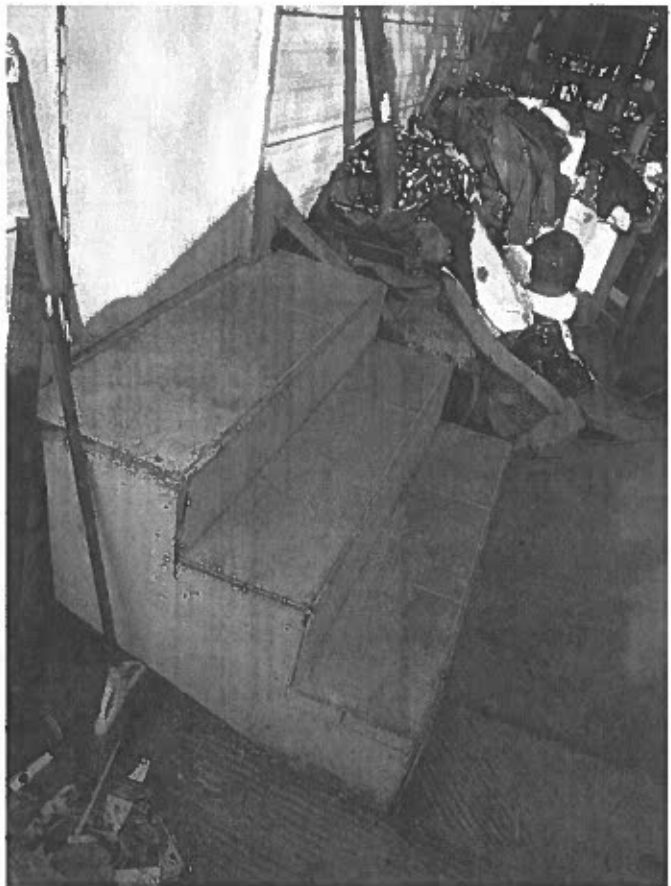


1. There is a washer and dryer outside that are not approved for use in an exterior location and exposed to the weather. Relocate the appliance out of the weather. [25 CCR 1134(a)]
2. Wastewater from the clothes washer, sink, or other plumbing fixture is being discharged into an unapproved plumbing connection. A connection must be installed to an approved drainage system. [California Health and Safety Code 18554, 25 CCR 1358, 1606(e), 1607(e)]



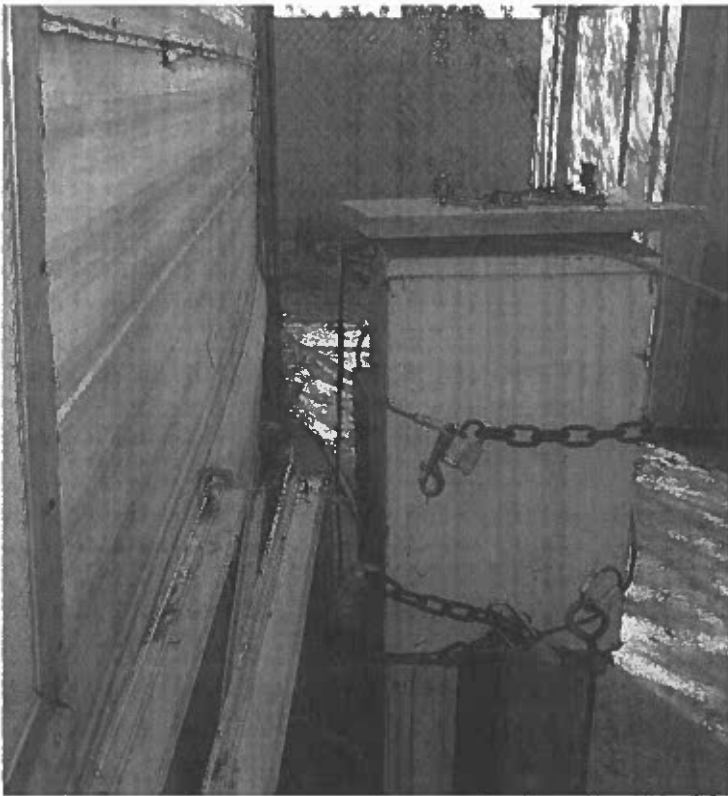
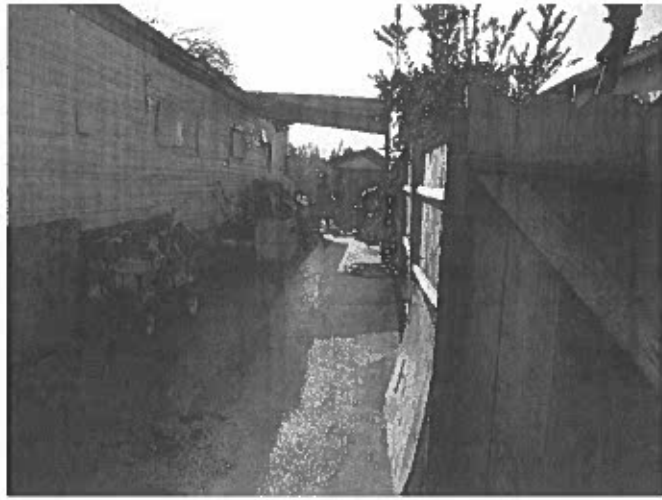
3. The home has faulty weather protection which directly affects the unit. This condition violates minimum health and safety standards and requires correction. [25 CCR 1606(g)]





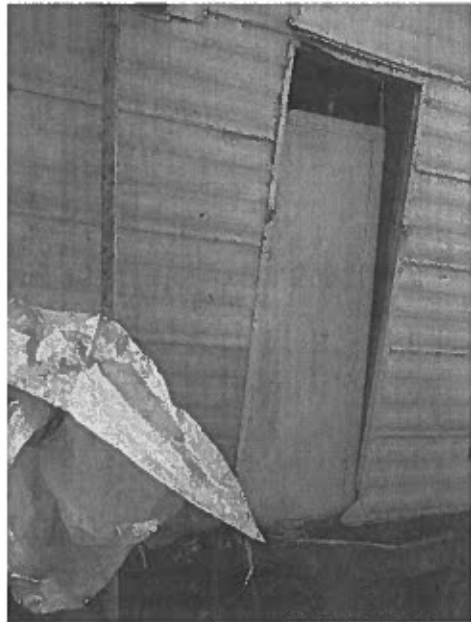
4. There is an accumulation of refuse, garbage, rubbish, lumber scraps, litter, or other combustible waste on the lot. Collect and dispose these materials. [25 CCR 1120]

## Lot 13



1. There is an accumulation of refuse, garbage, rubbish, lumber scraps, litter, or other combustible waste on the lot. Collect and dispose these materials. [25 CCR 1120]
2. A habitable room addition (cabana) has been constructed without a permit. No person shall erect, construct, install, or alter any building, structure, or accessory structure, within a mobilehome park without first obtaining a construction permit. Obtain construction permits or remove the cabana. [25 CCR 1018(a), 1102]
3. The lot pedestal was not accessible due to the locked chain around the cover. Additionally, for an unknown reason, there was a board and an axe handle pushed up under the weather cover. While there was authority to cut the locks and inspect the pedestal, without the proper safety equipment it was decided not to open the cover. The lot electrical service equipment is not accessible for inspection or disconnect in case of emergency. Remove the padlock blocking access to the pedestal. [25CCR 1130, 1134, 1188]

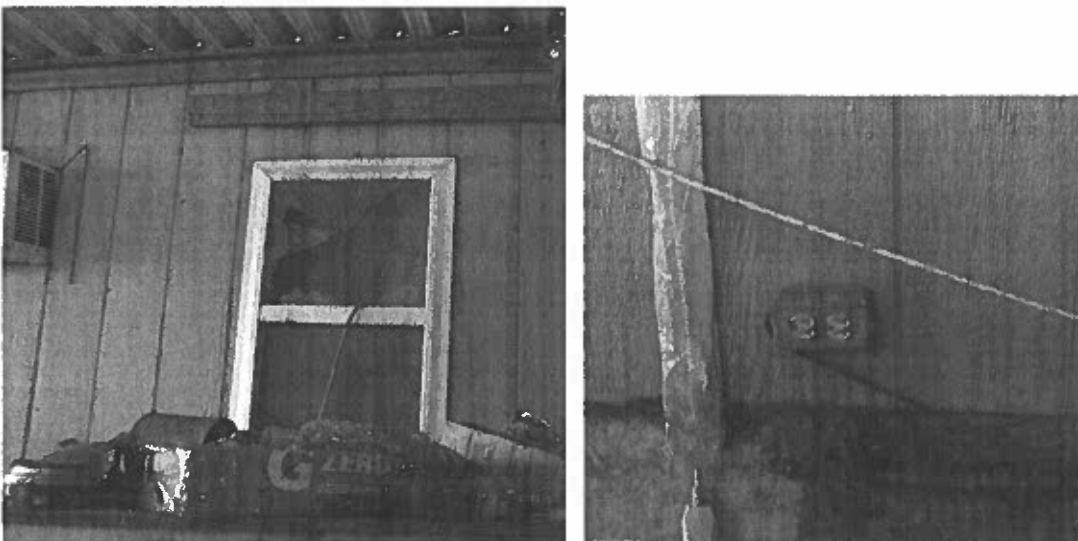
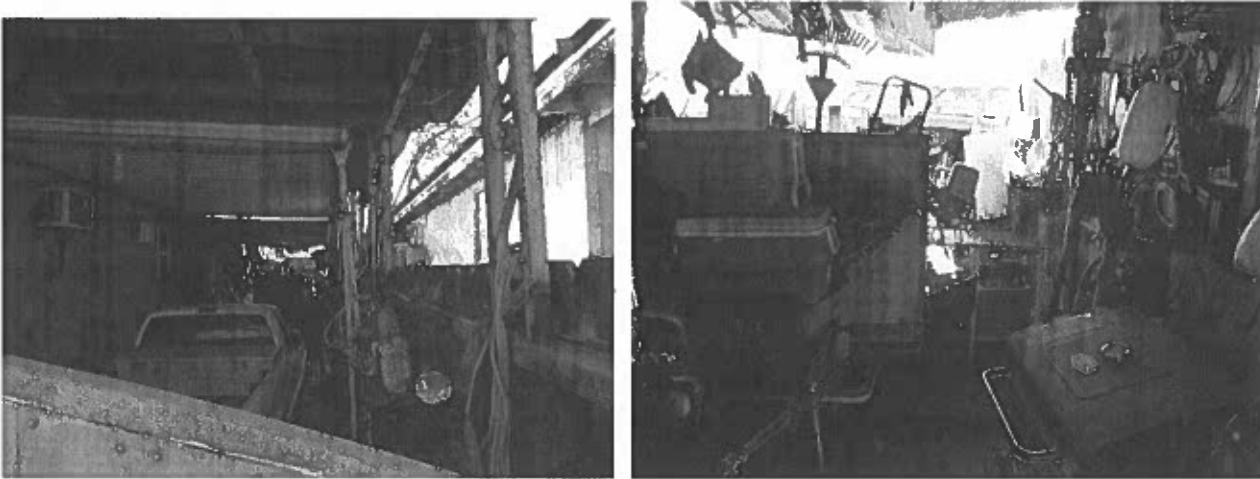
## Lot 14



It should be noted, this home is vacant and homeless people are occupying the back area of the lot.

1. There is an accumulation of refuse, garbage, rubbish, lumber scraps, litter, or other combustible waste on the lot. Collect and dispose these materials. [25 CCR 1120]
2. The home has faulty weather protection which directly affects the unit. This condition violates minimum health and safety standards and requires correction. [25 CCR 1606(g)]
3. A habitable room addition (cabana) has been constructed without a permit. No person shall erect, construct, install, or alter any building, structure, or accessory structure, within a mobilehome park without first obtaining a construction permit. Obtain construction permits or remove the cabana. [25 CCR 1018(a), 1102]

## Lot 15



1. The lot was originally not accessible due to the locked fencing. However, this lot was re-inspected on 2/16/22. With the continued use of the locked gates, the lot electrical and gas service equipment is not accessible for disconnect in case of emergency. Remove the padlock to the gate/fence blocking access to the lot. [25CCR 1130, 1134, 1188, 1220(a)]
2. The condition of the cabana is substandard due to faulty weather protection, improper maintenance, structural inadequacies, or other deficiencies. Repair the substandard condition or remove the cabana from the lot. A permit is required for this work. [25 CCR 1608(a), (b), (g)]
5. A hole was made in the sewer drain piping creating a sewer inlet that is open. Provide a gas-tight cap or plug for the opening. [25 CCR 1102(a), 1254(b)]

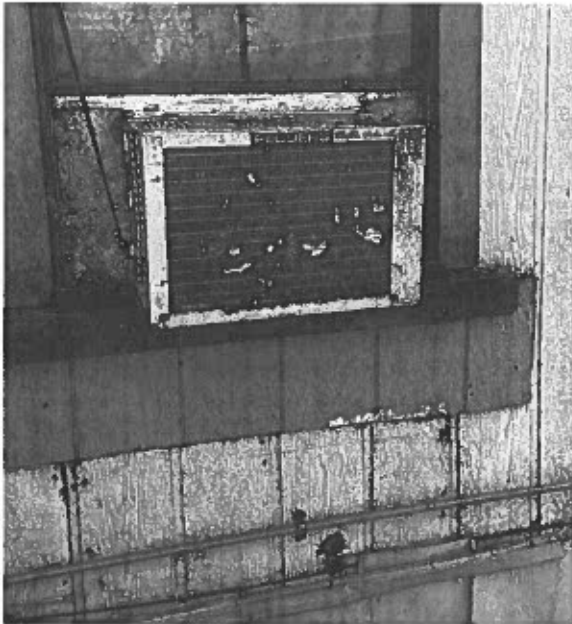
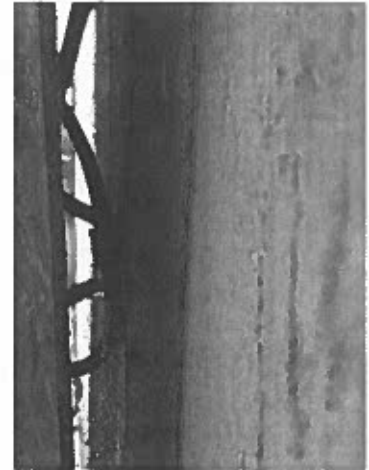
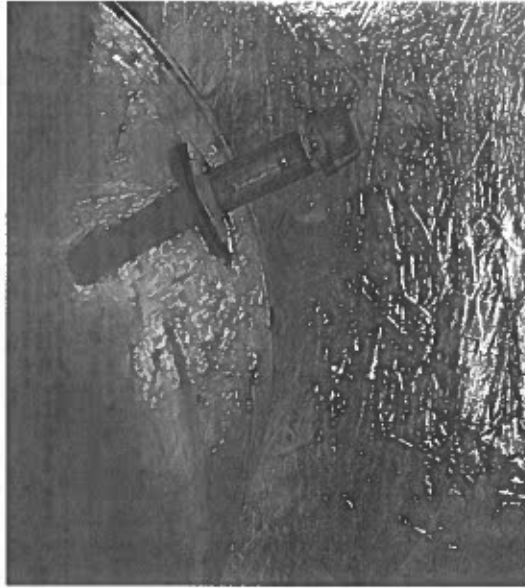
6. A faulty weather protection condition exists which directly affects the unit. There is a broken window on the unit. Repair/replace the window. [25 CCR 1606(g), 1607(g)]
7. Electrical receptacles installed in an exterior location are not approved for wet or damp locations. Remove the unapproved equipment or device(s) or replace with equipment or device(s) approved for installation in damp or wet locations. A permit may be required for this work. [25 1134(a), 1170(a)]
8. The added awnings on the front and rear of the carport and the front of the home are structurally unsound. Repair to meet minimum structural requirements or remove the additional awnings. [25 CCR 1608(b)]

## Lot 15A



1. The unit power supply cord is spliced or otherwise improperly altered. Replace the power supply cord. [25 CCR 1352(c)(2)]
2. A habitable room addition (cabana) has been constructed without a permit. No person shall erect, construct, install, or alter any building, structure, or accessory structure, within a mobilehome park without first obtaining a construction permit. Obtain construction permits or remove the cabana. [25 CCR 1018(a), 1102]
3. There is a washer outside that is not approved for use in an exterior location and exposed to the weather. Relocate the appliance out of the weather. [25 CCR 1134(a)]
4. There is an accumulation of refuse, garbage, rubbish, lumber scraps, litter, or other combustible waste on the lot. Collect and dispose these materials. [25 CCR 1120]

## Lot 15B



1. The water heater is not properly protected from the weather. Provide a protective covering or enclosure for the water heater. [25 CCR 1438, 1606(f), 1607(f), 1608(f)]
2. The water heater pressure relief valve is missing and is not properly extended to the exterior. Provide an operating pressure relief valve and extend the drain on the valve. The drain piping must be at least the size of the pressure relief valve threaded outlet and shall not be threaded on the discharge end. [25 CCR 1438, 1606(f), 1607(f), 1608(f), California Plumbing Code 608]
3. The water line for the water heater is connected with a rubber hose and is leaking. This condition violates minimum health and safety standards and requires correction. [25 CCR 1606(e), 1607(e)]
4. The home has faulty weather protection which directly affects the unit. This condition violates minimum health and safety standards and requires correction. [25 CCR 1606(g)]



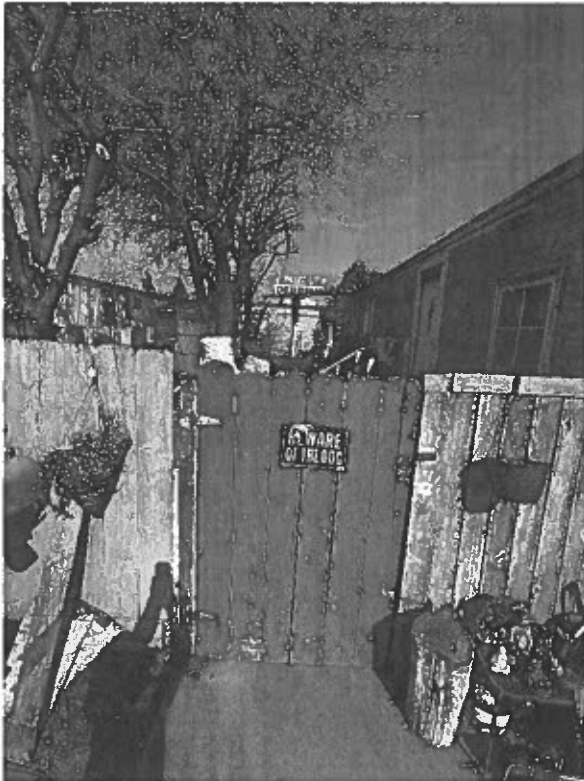
## Lot 15C



1. The awning is structurally unsound. Repair to meet minimum structural requirements. [25 CCR 1608(b)]
2. There is an accumulation of refuse, garbage, rubbish, lumber scraps, litter, or other combustible waste on the lot. Collect and dispose these materials. [25 CCR 1120]
3. In addition to the main electrical supply, there is a second power supply to the unit. Remove the second power supply. [25 CCR 1352(f), 2352(f)]

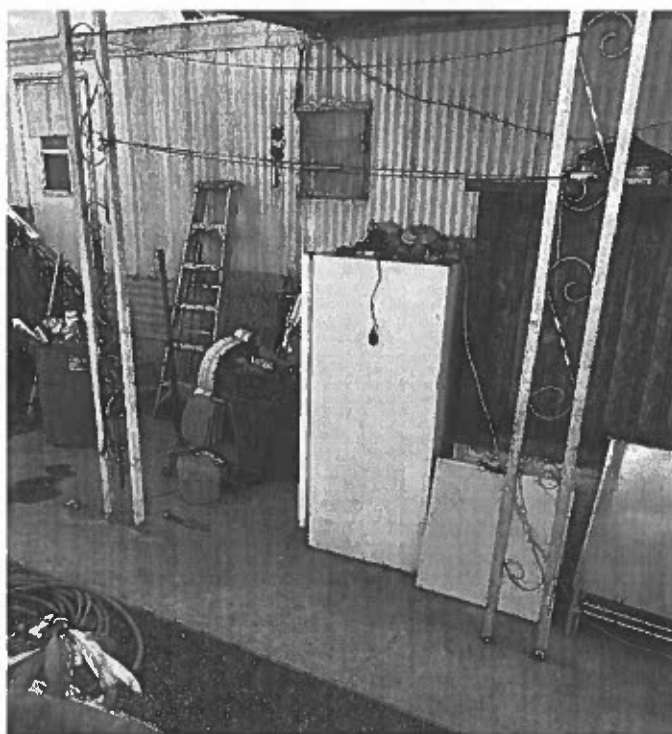


## Lot 16



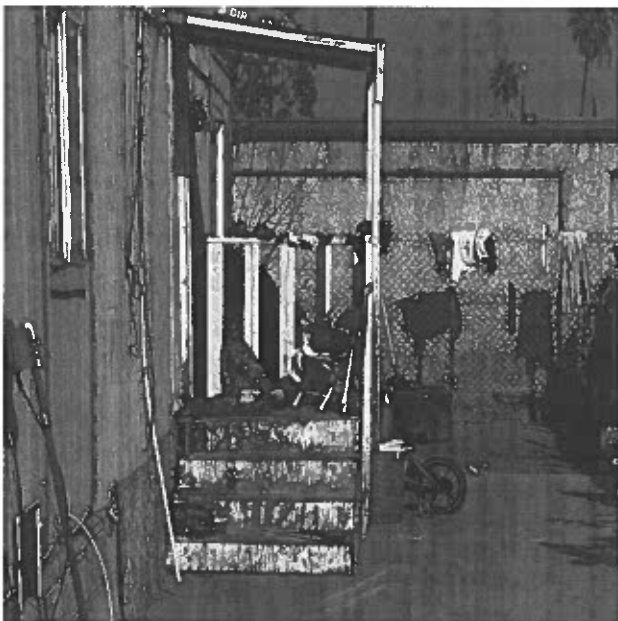
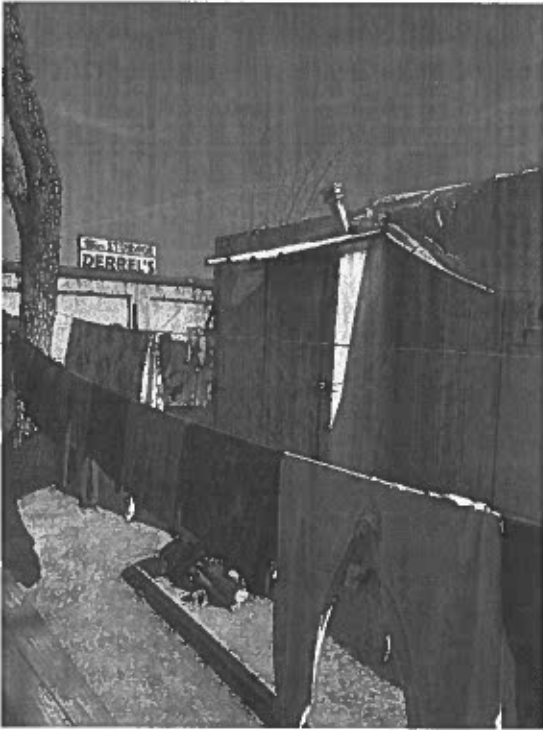
1. There is an accumulation of refuse, garbage, rubbish, lumber scraps, litter, or other combustible waste on the lot. Collect and dispose these materials. [25 CCR 1120]
2. The home has faulty weather protection which directly affects the unit. This condition violates minimum health and safety standards and requires correction. [25 CCR 1606(g)]
3. The unit power supply cord is spliced or otherwise improperly altered. Replace the power supply cord. [25 CCR 1352(c)(2)]
4. There is no complying stairway at each required exit. Provide a complying stairway at each required exit. [25 CCR 1429, 1368]
5. The drain line is not properly supported. Provide adequate support at four-foot (4') intervals to maintain a grade of not less than 1/8 inch (1/8") per foot between the mobilehome and the lot drain inlet. [25 CCR 1358(d), 1606(e), 1607(e)]

**Lot 17**



1. A habitable room addition (cabana) has been constructed without a permit. No person shall erect, construct, install, or alter any building, structure, or accessory structure, within a mobilehome park without first obtaining a construction permit. Obtain construction permits or remove the cabana. [25 CCR 1018(a), 1102]
2. There is a washer and refrigerator outside that are not approved for use in an exterior location and exposed to the weather. Relocate the appliance out of the weather. [25 CCR 1134(a)]
3. There is an accumulation of refuse, garbage, rubbish, lumber scraps, litter, or other combustible waste on the lot. Collect and dispose these materials. [25 CCR 1120]

## Lot 18



1. The water heater is not properly protected from the weather. Provide a protective covering or enclosure for the water heater. [25 CCR 1438, 1606(f), 1607(f), 1608(f)]
2. The water heater is not properly vented. Properly vent the appliance to the exterior. [25 CCR 1438, 1606(f), 1607(f), 1608(f)]
3. The stairway and/or landing is structurally unsound. Replace or reconstruct the stairway and/or landing. [25 CCR 1498(a), 1608(b)]
4. The home has faulty weather protection which directly affects the unit. This condition violates minimum health and safety standards and requires correction. [25 CCR 1606(g)]
5. Electrical equipment installed in an exterior location are not approved for wet or damp locations. Remove the unapproved equipment or device(s) or replace with equipment or device(s) approved for installation in damp or wet locations. [25 1134(a), 1170(a)]

## Lot 19



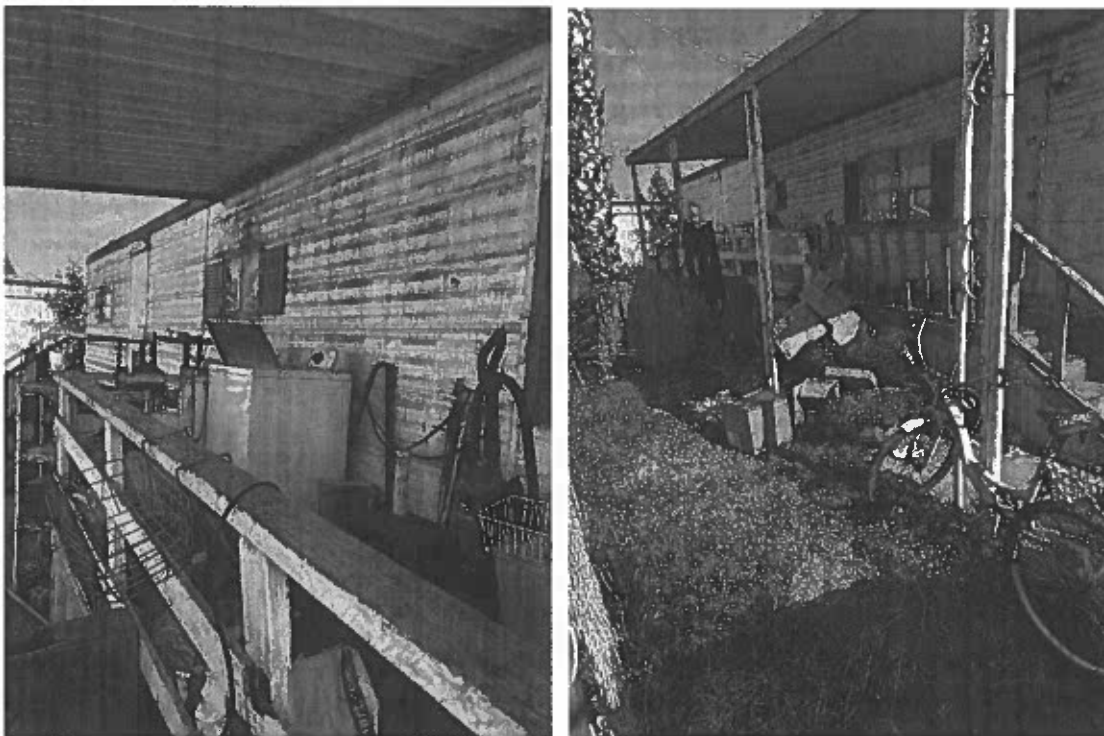
1. Wastewater from the clothes washer, sink, or other plumbing fixture is being discharged into an unapproved plumbing connection. A connection must be properly attached to an approved drainage system. [California Health and Safety Code 18554, 25 CCR 1358, 1606(e), 1607(e)]
2. The electrical supply conduit is damaged. Repair or replace as necessary. [25 CCR 1188(b)]
3. Electrical receptacles installed in an exterior location are not approved for wet or damp locations. Remove the unapproved equipment or device(s) or replace with equipment or device(s) approved for installation in damp or wet locations. A permit may be required for this work. [25 1134(a), 1170(a)]
4. There is an accumulation of refuse, garbage, rubbish, lumber scraps, litter, or other combustible waste on the lot. Collect and dispose these materials. [25 CCR 1120]

## Lot 20



1. A habitable room addition (cabana) has been constructed without a permit. No person shall erect, construct, install, or alter any building, structure, or accessory structure, within a mobilehome park without first obtaining a construction permit. Obtain construction permits or remove the cabana. [25 CCR 1018(a), 1102]
2. There is an accumulation of refuse, garbage, rubbish, lumber scraps, litter, or other combustible waste on the lot. Collect and dispose these materials. [25 CCR 1120]

## Lot 21



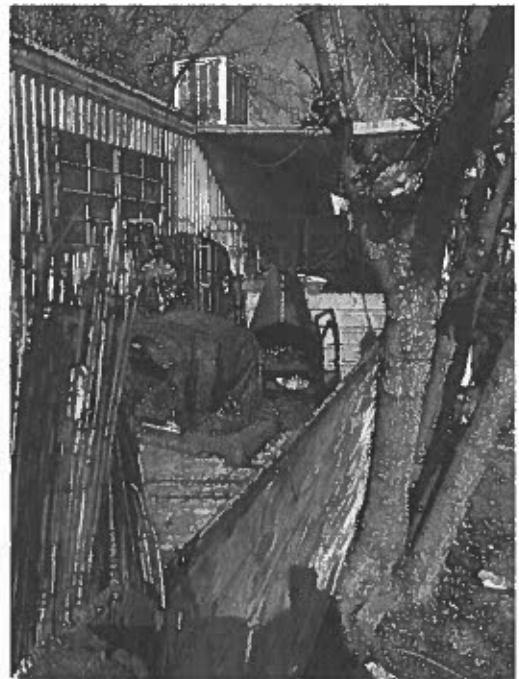
1. There is an accumulation of refuse, garbage, rubbish, lumber scraps, litter, or other combustible waste on the lot. Collect and dispose these materials. [25 CCR 1120]
2. There is a washer outside that is not approved for use in an exterior location and exposed to the weather. Relocate the appliance out of the weather. [25 CCR 1134(a)]



**Lots 22, 23, and 24 are empty due to fires.**



**Lot 25**



1. Both lots 25 and 26 do not have electric or gas service available due to the fires on lots 22-24. The park is responsible for providing these services. [25 CCR 1102]
2. The lot was not accessible due to the locked fencing. The lot electrical and gas service equipment is not accessible for inspection or disconnect in case of emergency. Remove the padlock to the gate/fence blocking access to the lot. [25CCR 1130, 1134, 1188, 1220(a)]
3. There is an accumulation of refuse, garbage, rubbish, lumber scraps, litter, or other combustible waste on the lot. Collect and dispose these materials. [25 CCR 1120]

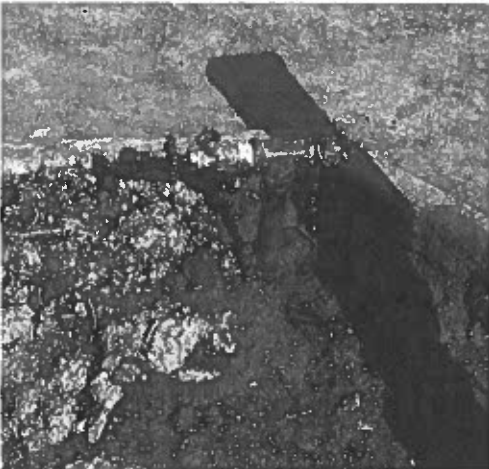
## Lot 26



1. There is an accumulation of refuse, garbage, rubbish, lumber scraps, litter, or other combustible waste on the lot. Collect and dispose these materials. [25 CCR 1120]
2. A habitable room addition (cabana) has been constructed without a permit. No person shall erect, construct, install, or alter any building, structure, or accessory structure, within a mobilehome park without first obtaining a construction permit. Obtain construction permits or remove the cabana. [25 CCR 1018(a), 1102]

**Lots 27 and 28 do not contain homes due to fires. Lot 28 has a small “office” unit.**

## Lot 28



The park extended electrical service to the small container-type office unit.

1. The water outlet on the lot is leaking. This condition violates minimum health and safety standards and requires correction. [25 CCR 1606(e), 1607(e)]

## Lot 29



1. A habitable room addition (cabana) has been constructed without a permit and is substandard. No person shall erect, construct, install, or alter any building, structure, or accessory structure, within a mobilehome park without first obtaining a construction permit. Obtain construction permits or remove the cabana. [25 CCR 1018(a), 1102, 1608]



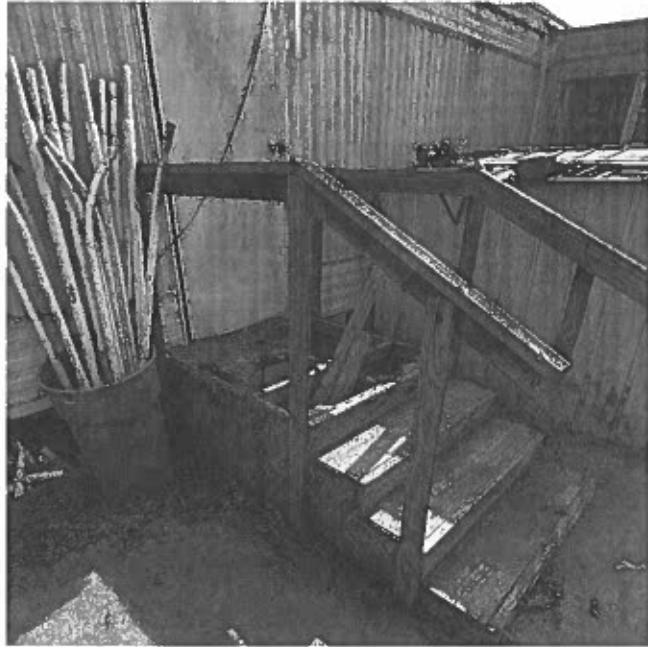
2. The stairway to the mobilehome or accessory structure does not have a handrail. Every stairway with four or more steps or more than 30 inches (30") above grade shall be equipped with handrails and intermediate rails. Install the required handrail and intermediate rails on the stairway. [25 CCR 1504, California Building Code 1012]

## Lot 29A

No apparent lot issues (pedestal cover missing; park issue).



## Lot 29B



This home is vacant.

1. The home has faulty weather protection which directly affects the unit. This condition violates minimum health and safety standards and requires correction. [25 CCR 1606(g)]
2. The stairway and/or landing is structurally unsound. Replace or reconstruct the stairway and/or landing. [25 CCR 1498(a), 1608(b)]
3. There is a sewer inlet that is open. Provide a gas-tight cap or plug for the opening. [25 CCR 1102(a), 1254(b)]

## Lot 29C



1. There is a clothes washer outside that is not approved for use in an exterior location and exposed to the weather. Relocate the appliance out of the weather. [25 CCR 1134(a)]
2. Wastewater from the clothes washer, sink, or other plumbing fixture is being discharged into an unapproved plumbing connection. A connection must be installed to an approved drainage system. [California Health and Safety Code 18554, 25 CCR 1358, 1606(e), 1607(e)]
3. There is a water leak at the lot water outlet. This condition violates minimum health and safety standards and requires correction. [25 CCR 1606(e), 1607(e)]
4. There is an accumulation of refuse, garbage, rubbish, lumber scraps, litter, or other combustible waste on the lot. Collect and dispose these materials. [25 CCR 1120]

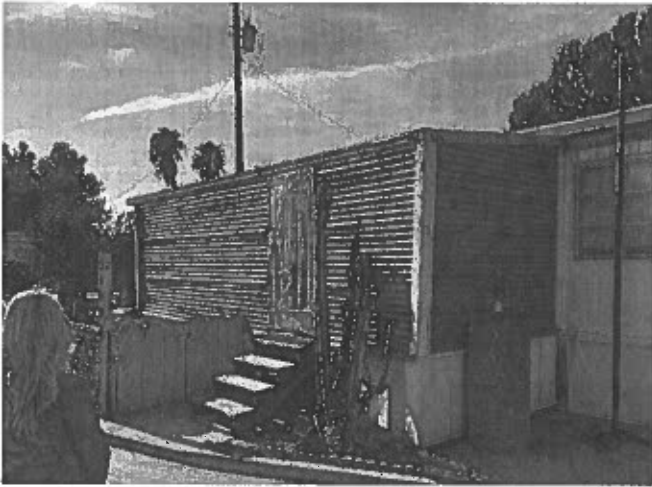
## Lot 30

No observed issues.

## Lot 31

No observed issues.

## Lot 32



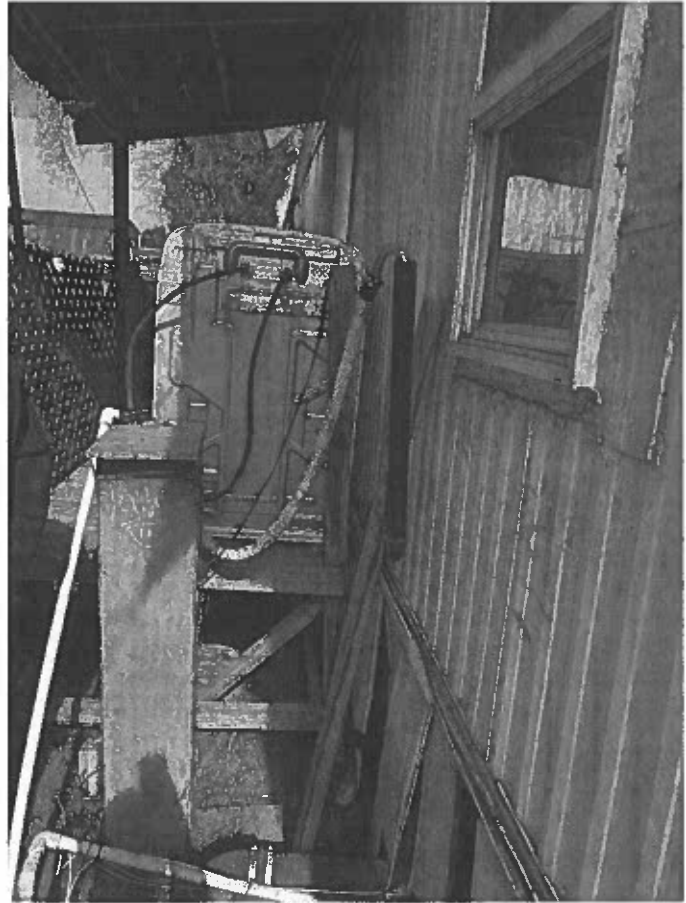
1. A habitable room addition (cabana) has been constructed without a permit. No person shall erect, construct, install, or alter any building, structure, or accessory structure, within a mobilehome park without first obtaining a construction permit. Obtain construction permits or remove the cabana. [25 CCR 1018(a), 1102]
2. The stairway to the mobilehome or accessory structure does not have a handrail. Every stairway with four or more steps or more than 30 inches (30") above grade shall be equipped with handrails and intermediate rails. Install the required handrail and intermediate rails on the stairway. [25 CCR 1504, California Building Code 1012]

## Lot 33



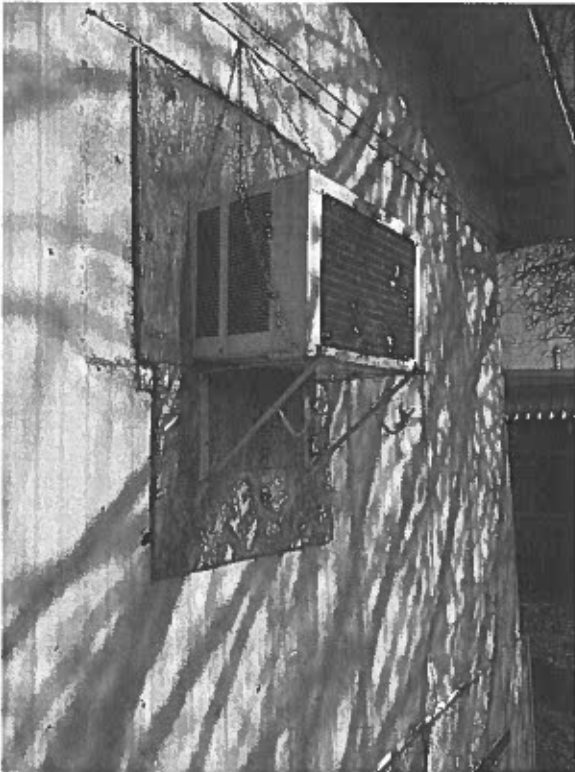
1. In addition to the main electrical supply, there is a second power supply to the unit. Remove the second power supply. [25 CCR 1352(f), 2352(f)]
2. There is an accumulation of refuse, garbage, rubbish, lumber scraps, litter, or other combustible waste on the lot. Collect and dispose these materials. [25 CCR 1120]
3. The home has faulty weather protection which directly affects the unit (water heater door). This condition violates minimum health and safety standards and requires correction. [25 CCR 1607(g)]

## Lot 34



1. The home has faulty weather protection which directly affects the unit (roof leak). This condition violates minimum health and safety standards and requires correction. [25 CCR 1607(g)]
2. There is a clothes washer outside that is not approved for use in an exterior location and exposed to the weather. Relocate the appliance out of the weather. [25 CCR 1134(a)]
3. Wastewater from the clothes washer, sink, or other plumbing fixture is being discharged into an unapproved plumbing connection. A connection must be installed to an approved drainage system. [California Health and Safety Code 18554, 25 CCR 1358, 1606(e), 1607(e)]

## Lot 35



1. The home has faulty weather protection which directly affects the unit (plywood around AC unit and WH door). This condition violates minimum health and safety standards and requires correction. [25 CCR 1607(g)]

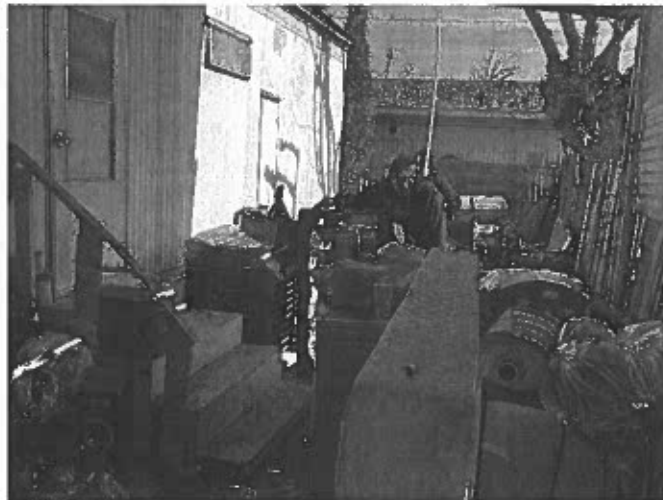
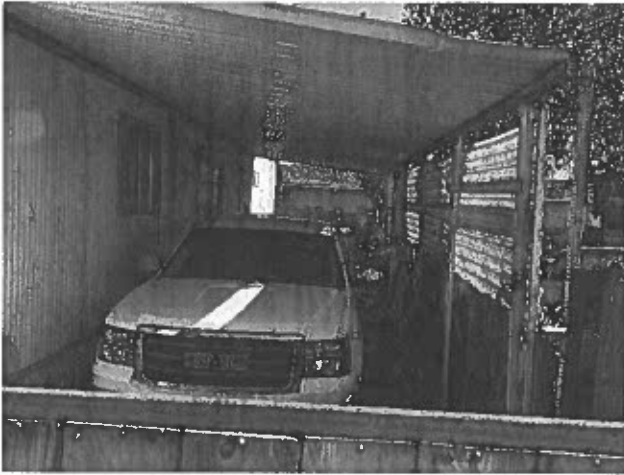


## Lot 36



1. There is an accumulation of refuse, garbage, rubbish, lumber scraps, litter, or other combustible waste on the lot. Collect and dispose these materials. [25 CCR 1120]
2. A habitable room addition (cabana) has been constructed without a permit. No person shall erect, construct, install, or alter any building, structure, or accessory structure, within a mobilehome park without first obtaining a construction permit. Obtain construction permits or remove the cabana. [25 CCR 1018(a), 1102]

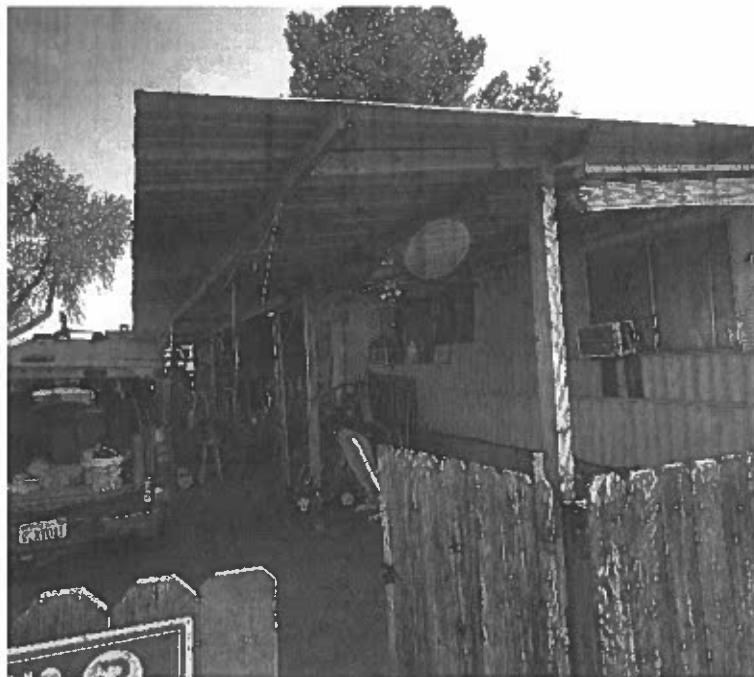
## Lot 37



1. The awnings on the front and rear are structurally unsound. Repair to meet minimum structural requirements. [25 CCR 1608(b)]
2. Part of the awning material is combustible (fiberglass) and is within three feet (3') of the lot line. Remove all combustible material within three feet (3') of the lot line. [25 CCR 1428(a), (b)]
3. There is an accumulation of refuse, garbage, rubbish, lumber scraps, litter, or other combustible waste on the lot. Collect and dispose these materials. [25 CCR 1120]



**Lot 38**



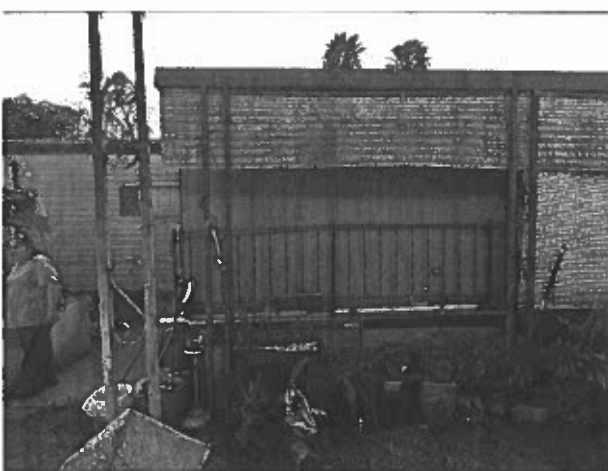
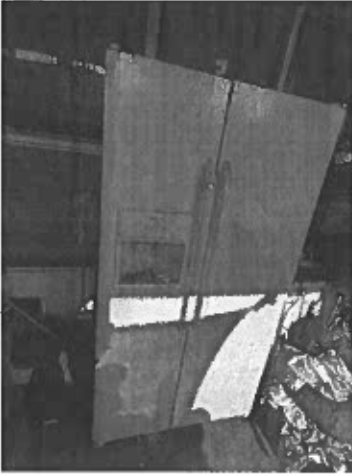
1. There is a clothes washer outside that is not approved for use in an exterior location and exposed to the weather. Relocate the appliance out of the weather. [25 CCR 1134(a)]
2. Wastewater from the clothes washer, sink, or other plumbing fixture is being discharged into an unapproved plumbing connection. A connection must be installed to an approved drainage system. [California Health and Safety Code 18554, 25 CCR 1358, 1606(e), 1607(e)]
3. The awning and awning enclosure are structurally unsound. Remove the awning and enclosure or repair to meet minimum structural requirements. A permit is required for this work. [25 CCR 1608(b)]

**Lot 39**



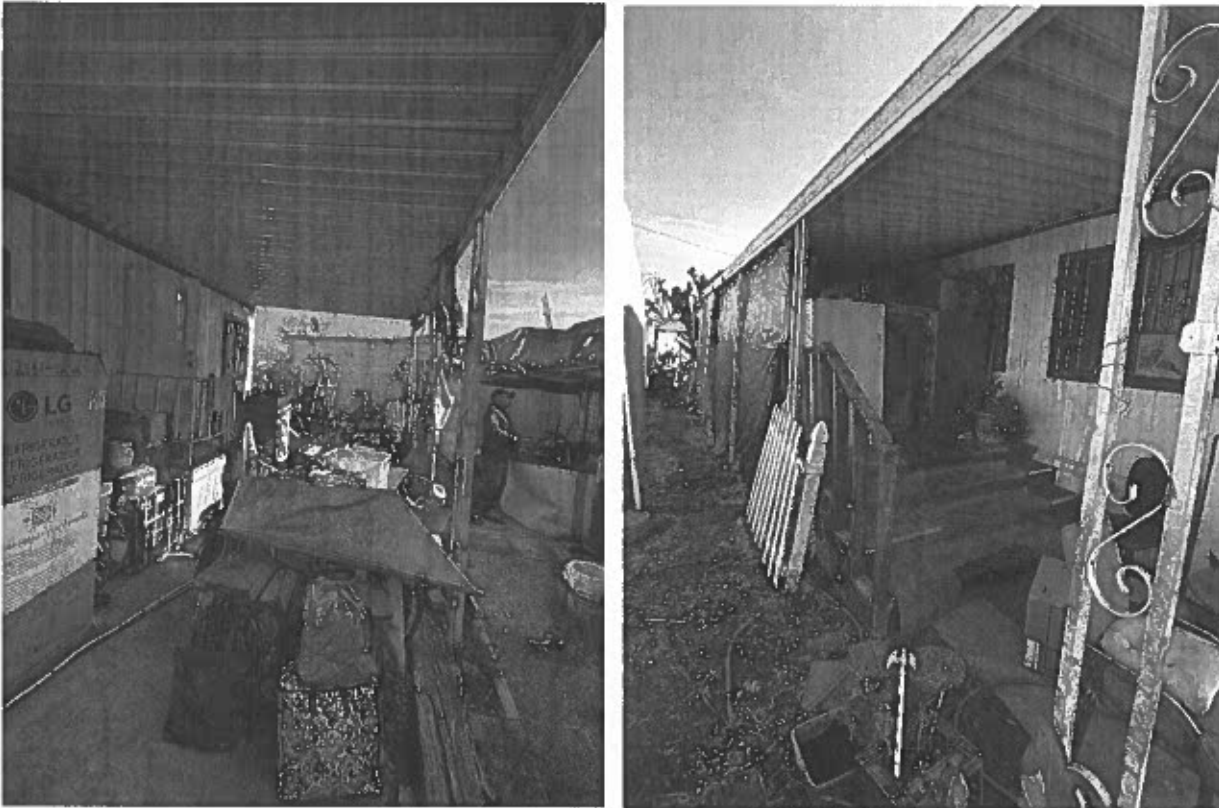
1. The carport supports are severely damaged. Repair, or replace carport supports. [25 CCR 1608(b)]

## Lot 40



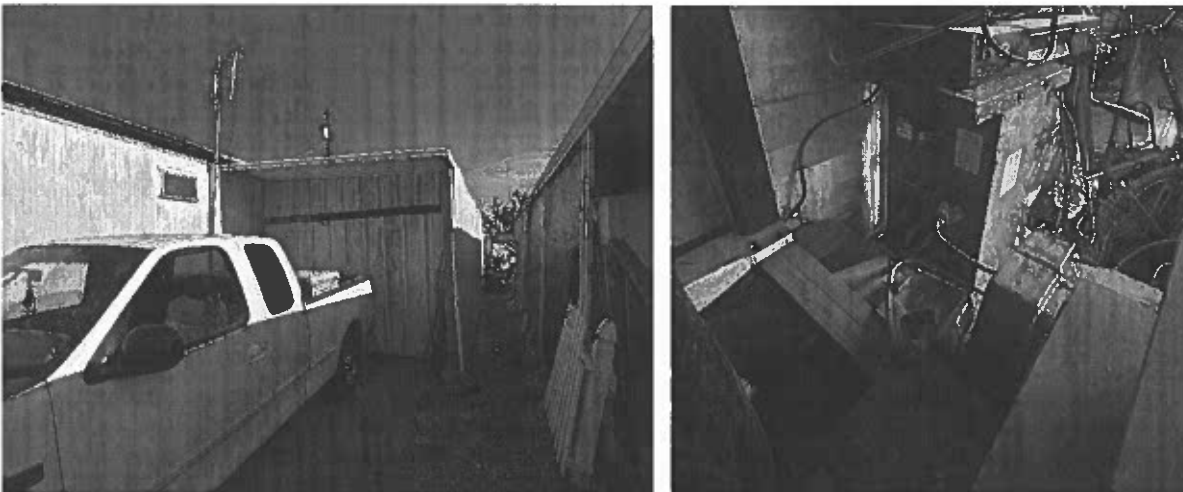
1. There is a refrigerator outside that is not approved for use in an exterior location and exposed to the weather. Relocate the appliance out of the weather. [25 CCR 1134(a)]
2. The awning/ or carport enclosure is structurally unsound. Remove the enclosure or repair to meet minimum structural requirements. A permit is required for this work. [25 CCR 1608(b)]
3. The awnings on the front and rear are structurally unsound. Repair to meet minimum structural requirements. [25 CCR 1608(b)]
4. A habitable room addition (cabana) has been constructed without a permit. No person shall erect, construct, install, or alter any building, structure, or accessory structure, within a mobilehome park without first obtaining a construction permit. Obtain construction permits or remove the cabana. [25 CCR 1018(a), 1102]

## Lot 41



1. There is an accumulation of refuse, garbage, rubbish, lumber scraps, litter, or other combustible waste on the lot. Collect and dispose these materials. [25 CCR 1120]

## Lot 42

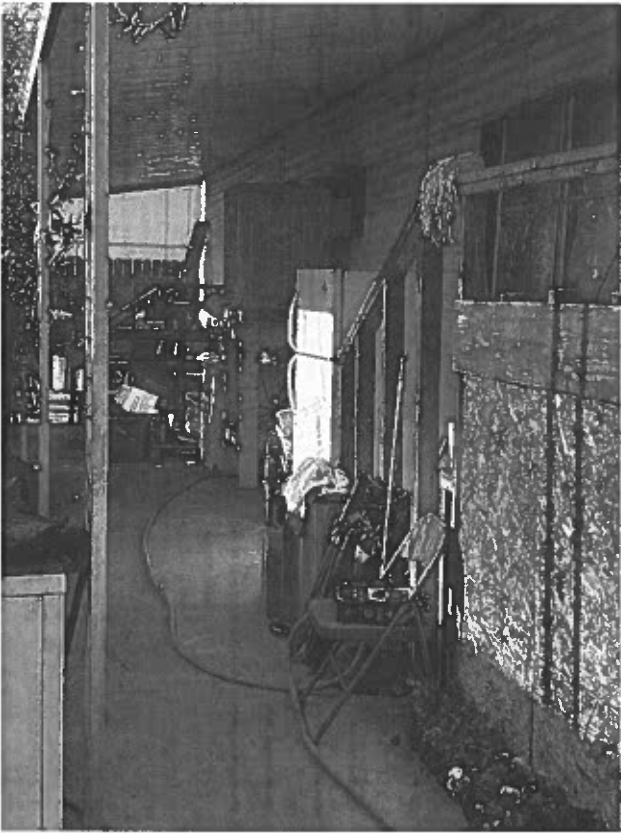


1. The private garage is structurally unsound. Reconstruct or remove the garage. A permit is required for this work. [25 CCR 1608(b)]
2. The garage is constructed with combustible material and is within three feet (3') of the lot line. Remove all combustible material within three feet (3') of the lot line. [25 CCR 1443]
3. The lot electrical service equipment is not accessible for inspection, repair, or disconnection in case of emergency. Provide an unobstructed working clearance around lot electrical equipment and remove the locked doors. [25 CCR 1183; Reference: California Electrical Code, Article 110-26]

### **Lot 43**

No lot issues observed (pedestal cover missing; park issue).

### **Lot 44**



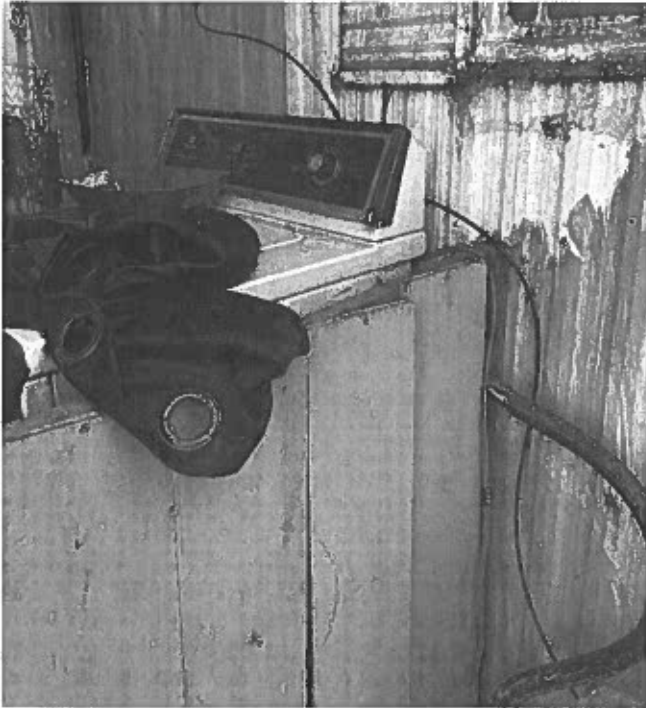
1. There is a refrigerator outside that is not approved for use in an exterior location and exposed to the weather. Relocate the appliance out of the weather. [25 CCR 1134(a)]

## Lot 45



1. There is an accumulation of refuse, garbage, rubbish, lumber scraps, litter, or other combustible waste on the lot. Collect and dispose these materials. [25 CCR 1120]
2. The water outlet on the lot is leaking. This condition violates minimum health and safety standards and requires correction. [25 CCR 1606(e), 1607(e)]
3. A habitable room addition (cabana) has been constructed without a permit. No person shall erect, construct, install, or alter any building, structure, or accessory structure, within a mobilehome park without first obtaining a construction permit. Obtain construction permits or remove the cabana. [25 CCR 1018(a), 1102]

## Lot 46



1. There is a clothes washer outside that is not approved for use in an exterior location and exposed to the weather. Relocate the appliance out of the weather. [25 CCR 1134(a)]
2. Wastewater from the clothes washer, sink, or other plumbing fixture is being discharged into an unapproved plumbing connection. A connection must be installed to an approved drainage system. [California Health and Safety Code 18554, 25 CCR 1358, 1606(e), 1607(e)]

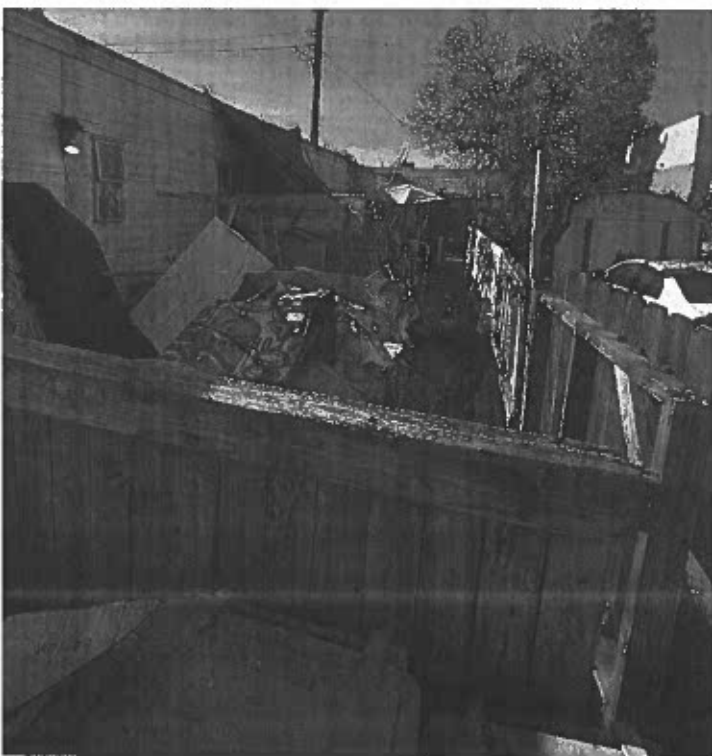


## Lot 47

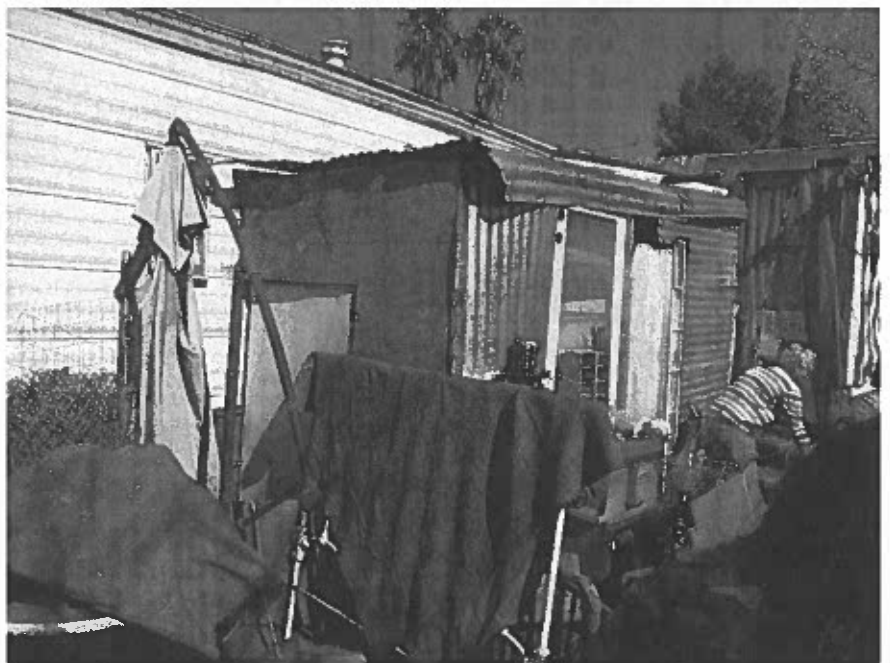


1. The stairway handrail is structurally unsound. Reconstruct the stairway handrail. [25 CCR 1608(b)]
2. The awning support is severely damaged. Repair, or replace awning support. [25 CCR 1608(b)]
3. There is an accumulation of refuse, garbage, rubbish, lumber scraps, litter, or other combustible waste on the lot. Collect and dispose these materials. [25 CCR 1120]

## Lot 48

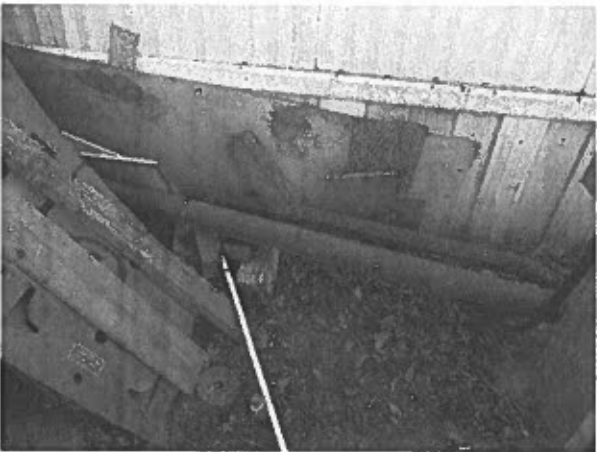
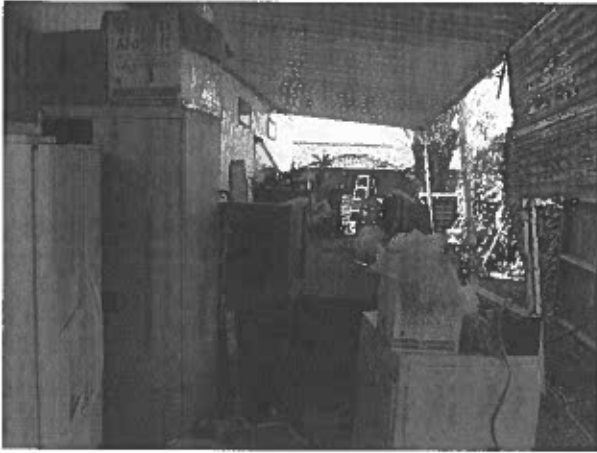






1. There is an accumulation of refuse, garbage, rubbish, lumber scraps, litter, or other combustible waste on the lot. Collect and dispose these materials. [25 CCR 1120]
2. The lot electrical service equipment is not accessible for inspection, repair, or disconnection in case of emergency. Provide an unobstructed working clearance around lot electrical equipment. [25 CCR 1183; Reference: California Electrical Code, Article 110-26]
3. A habitable room addition (cabana) has been constructed without a permit. No person shall erect, construct, install, or alter any building, structure, or accessory structure, within a mobilehome park without first obtaining a construction permit. Obtain construction permits or remove the cabana. [25 CCR 1018(a), 1102]

## Lot 49



1. The lot was originally not accessible due to the locked fencing. However, this lot was re-inspected on 2/16/22. With the continued use of the locked gates, the lot electrical and gas service equipment is not accessible for disconnect in case of emergency. Remove the padlock to the gate/fence blocking access to the lot. [25CCR 1130, 1134, 1188, 1220(a)]
2. There is an accumulation of refuse, garbage, rubbish, lumber scraps, litter, or other combustible waste on the lot. Collect and dispose these materials. [25 CCR 1120]
3. The drain line for the washer is not maintained with a proper grade. Provide a grade of not less than 1/8 inch (1/8") per foot between appliance and the lot drain inlet. [25 CCR 1358(d), 1606(e), 1607(e)]
4. There is no complying stairway at each exit. Provide a complying stairway at each exit. [25 CCR 1429, 1368]
5. An extension cord is being used to supply power to a source that requires a permanent wiring method. Remove the extension cord and rewire using an approved permanent wiring method. A permit may be required for this work. [25 CCR 1188(b)]

END of Report

**EXHIBIT "C"**  
**LABOR RATE SCHEDULE**

General Contractor - \$85.00 / hour

Senior Crew Leader - \$65.00 / hour

Crew Leader - \$60.00 / hour

Crew Member - \$45.00 / hour

**EXHIBIT "D"**

**MEMORANDUM OF AGREEMENT**

After recording return to:

Freeman Firm

Attn: Michael Gurev

1818 Grand Canal Blvd

Stockton, CA 95207

(Space Above for Recorder's Use Only)

**MEMORANDUM OF AGREEMENT**

This Memorandum of Agreement is made and entered into on \_\_\_\_\_, 2022, by and between Joan Kevorkian and George L. Wallet and Sara J. Wallet as Co-Trustees of the George L. Wallet and Sara Joan Wallet Trust FBO Corinne M. Wallet Separate Property Trust dated July 10, 2009 (collectively, "Seller") and La Hacienda Mobile Estates, LLC, a Delaware limited liability company ("Buyer"), pursuant to the terms and conditions of that certain Standard Offer, Agreement and Escrow Instructions for Purchase of Real Estate dated January 12, 2022 (as amended, the "Agreement") by which Buyer has agreed to cause certain work to be performed on the real property located at 104 E. Sierra & 158 E. Sierra Avenue, Fresno, California 93710 and more particularly described on Exhibit "A" attached hereto (the "Property"). The work and Buyer's right to receive reimbursement from Seller upon the sale of the Property is more particularly described in the Agreement.

*[signatures appear on following pages]*

IN WITNESS WHEREOF, Seller and Buyer have executed this Memorandum of Agreement as of the dates set forth in the acknowledgment below.


**SELLER:**

\_\_\_\_\_  
Joan Kevorkian

\_\_\_\_\_  
George L. Wallet, as Co-Trustees of the Bypass  
Trust created under the Corinne M. Wallet Separate  
Property Trust

\_\_\_\_\_  
Sara J. Wallet, as Co-Trustees of the Bypass Trust  
created under the Corinne M. Wallet Separate  
Property Trust

**BUYER:** La Hacienda Mobile Estates, LLC,  
a Delaware limited liability company

By:   
Name: Molly Thompson  
Its: Managing Member

## ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA )

County of San Joaquin )

On March 8, 22 before me, Melissa Lawley, Notary Public, personally appeared Molly Thompson, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Melissa Lawley (Seal)  
Signature of Notary Public

Melissa Lawley  
Printed Name of Notary Public

2262815  
Commission Number

10/15/22  
Commission Expiration

San Joaquin  
County of Principal Place of Business

