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RULES AND REGULATIONS

FEES: Lessee agrees to pay to the lessor the monthly rent, additional fees as required and any sales tax, if applicable, by the 5th of each month. Payments are to be delivered to the Park Manager at the Park Office in person or mailed to the above mailing address. Failure to pay the rent and fees by the 5th will result in the lessee paying a fine of \$20.00, if not paid by the 10th, lessee is subject to eviction. There will be a \$20.00 charge for NSF checks. A damage/rental security deposit of \$100.00 is required and shall be refunded upon termination to the extent not applied to repair damage, cleanup or pay delinquent rent and fees. Lessees who write 2 or more NSF checks in any 12 month period will no longer have their personal checks accepted and instead must pay the rent with a money order or cashier's check. The rental rate may be increased upon 30 days advance notice in writing, delivered in person or by mail.

DEFAULT: If any monthly payment of rent is not paid on or before the date on which it is due, or if lessee shall continue in violation of any other term, condition or requirement of this lease, including but not limited to the rules and regulations of this lease and after notice of such violation shall have been given to lessee for a period of 10 days without being remedied, then lessee shall be considered in default and in such event lessor shall have the remedies provided a landlord under the Alaska Residential Landlord-Tenant Act and the Alaska Forcible Entry and Detainer Statutes. In the event the lessor shall retake the premises after default or vacation by lessee, lessor will use reasonable diligence and methods to mitigate its damages and lessee shall remain liable for any difference between the rent for the unexpired portion of the term and the income derived in mitigation of damages plus the cost of such reentry, removing chattels and otherwise enforcing the provisions of this lease.

ASSIGNS: Lessee shall not sell, rent or assign (sublease) his mobile home without the written consent of the lessor, whose consent shall not be unreasonably withheld. Lessee shall have the right to assign the Lease to a successor purchaser or sublease if lessee is current in all lease payments and in full compliance with all terms of the Rules and Regulations, but lessor may require lessee to remove his mobile home from the park on the basis of its sale if the mobile home is in violation of laws or ordinances or terms of this Lease relating to health, safety or welfare, or if the proposed buyer refuses to assume the same terms as are in the Lease and Rules and Regulations or if the proposed buyer fails to evidence sufficient financial responsibility. The lessee shall remain principally liable and responsible for rent payment and other charges even if subleased or assigned, and shall also remain principally responsible for assuring that the sublessee is in full compliance with the terms of the Lease agreement and these rules and regulations.

INITIAL INSTALLATION AND HOOK-UPS: Each lessee shall provide and install, at his own expense, approved insulated skirting (metal) for their mobile home and this shall be completed within 30 days following approved blocking and leveling. Hitches shall be removed from mobile homes in excess of 30-foot length. Hitches shall be covered if mobile home is under 30-foot.

Lessee must make own arrangements for electricity, cable T.V., fuel oil, propane, telephone, etc. All utilities to be installed by lessee according to utility company and Borough code. A park oil system is provided for the convenience of the lessee at a competitive cost. Lessee is not required to use the Park oil system and the lessor reserves the right to disconnect any lessee from the oil system upon 7 days written notice if the oil charge is not paid in full by the 5th of each month. Lessor may elect to discontinue the Park oil system and require lessee to provide their own fuel tanks upon 60 days written notice.

The lessee must place his space number on the front left side of his mobile home so service people can quickly locate his residence. The lessee is responsible for acquiring, marking and installing his mailbox at the approved station.

UTILITIES: Water, sewer and garbage pickup will be provided by the lessor. Lessor shall endeavor to keep in continuous operation appropriate facilities for furnishing lessee domestic water for household use. As to flavor, clarity, odor, purity, or other water qualities, lessor intends to take great care, but makes no legal warranty or representation to the lessee as to the results. Lessee shall be responsible for hooking up water and sewer connections and shall be responsible for purchasing and installing appropriate heat takes for the sewer and water pipes beneath his mobile home. All skirting shall be insulated (to an R-11 rating) around the perimeter of the mobile home. Lessees shall be responsible for damages caused by their failure to check heat rods; failure to secure insulation or other negligence and the lessor will charge the lessee for damages to lessor's property or equipment caused by lessee.

...permitted by the manufacturer of the mobile home or a woodstove. RESIDENTIAL ELECTRIC HEATING SYSTEMS are permitted as the Park system was not designed for electric heat use. Violators will remove electric heating units or face eviction. Damage to Park electrical equipment or lines caused by lessee's use of electrical heating units will be repaired at lessee's expense.

The sewage system is designed to remove only organic matter. The following items are not to be washed or dumped down the sink drains or flushed down the toilet: Grosse of any sort; disposable diapers, or the plastic liners; cloth rags or paper towels; sanitary napkins or tampons of any type of their plastic tubes, bandaids or gauze, hair, filtered cigarette butts. The absence of these items in the lines will insure your line from plugging up, repair will be charged to the lessee. Because of buried utility lines, digging is not permitted without prior written consent of lessor.

Lessee must place garbage in a large plastic bag, placed in a garbage can, tied and covered with a tight fitting lid. Glass must be wrapped in newspapers so that garbage collectors will not be cut. Containers must be placed by road on the morning of collection day and returned following pickup. Garbage cans with tight fitting lids are also a Borough requirement and failure to abide by this regulation could result in a fine by the Borough "Litter Control". Garbage cans and lids must have space number indicated. Lessee is permitted only three garbage cans per week and any excess garbage is the lessee's responsibility to haul to the dump. Garbage strewn about by dogs or birds is the lessee's responsibility to immediately clean-up.

6. OCUPANTS AND USE: The mobile home spaces are designed for single family occupancy. The lessor reserves the right to limit the number of occupants. Guests staying over two weeks must have the consent of the lessor. Lessee must notify lessor of an anticipated extended absence from the premises in excess of seven days; where the absence is unanticipated, the notice shall be given as soon as reasonably possible after the lessee knows absence will exceed 7 days.
7. PREMISES: No door-to-door solicitation, "For-Sale" signs, posters or advertising or any commercial signs are allowed without the consent of the lessor. The premises may not be used for unlawful purposes.
8. PETS: Pets are allowed in the park on a Probationary Basis Only. Lessee is allowed no more than two dogs or two cats. All animal excrement must be removed on a daily basis. No pets are to run free. This is both a Park and Borough regulation and violators may be required to remove the pet from the Park or face Eviction. Owners of habitually barking or vicious dogs are expected to muzzle the animal(s) or take necessary measures to prevent the animal from becoming a nuisance. Owners of problem animals who fail, after written notice by lessor, to rectify the situation may find themselves and their pet(s) living elsewhere.
9. MOTOR VEHICLES: Speed limit in the park is 10 mph. No major repair of vehicles will be allowed in the Park. Inoperable vehicles may not remain in lessee's mobile home space longer than 7 days.
10. PARKING: Parking for no more than two vehicles, neither being larger than a standard $3/4$ ton truck will be allowed to park in each space. Campers, boats and snow mobiles may be stored in the lessee's space only upon written consent of the Manager. Travel trailers are not permitted in the Park. Streets must be kept clear of vehicles and any cars parked on the streets will be towed away at owner's expense. Inoperable motor vehicles shall be removed from the park by their owner's on 24-hours written notice by the Park Manager or will be towed away at owner's expense.
11. EXCESS STRUCTURE: Car ports, storage sheds, fences, porches, etc., must comply with municipal building codes and plans must have the prior approval of Lessor as to plan, location and type of construction. All such structures must be removed upon lease termination.

Accessory buildings will be constructed or installed only after obtaining the consent of the Park Manager. All structures must be in harmony with the design and quality of mobile homes throughout the rest of the park. No alterations are to be made by the tenant except with permission of the management. Leantos, wanigans and carports shall not be less than 10 feet nor than 15 feet in width, shall not extend beyond the front or the back of the mobile home. Leantos of 25 feet in length shall have 2 windows and 1 door. No structure shall be closer than 15 feet to another mobile home. All leantos shall be closed in and completed on the exterior and painted before work is done on the inside. Roofing materials must be of color and quality approved by the management. In no case will black tar or hot mop tar be acceptable. Siding must be of conventional house type siding. Plywood, Celotex, or the like will not be acceptable. All structures shall be painted on exterior within 15 days after construction. The color of the paint for fences and other structures should be complementary and harmonious with the main color of the mobile home. Variations in color may be authorized upon prior written approval of the management.

all times. No towels, wearing apparel, or laundry of any description is to be hung outside the mobile home. Television and C.B. antennas must be approved. Lessee whose mobile homes and spaces deteriorate below the minimum standard will be notified, and if the substandard condition is not corrected within 10 days, the lessee is subject to eviction.

13. MOBILE HOME CONDITION AND FITNESS: Lessee shall at all times maintain their mobile homes in good overall condition and favorable exterior appearance. Mobile homes shall be of three classifications: Class 1 - Class 2 - Class 3.

Class 1 Mobile homes are those in the category of new up to 10 years in age from date of manufacture. They shall be presumed fit and of good overall condition.

Class 2 Mobile homes are those manufactured more than 10 years ago, but not yet 25 years old. They shall not be presumed fit nor of acceptable overall condition. The lessor's concern about Class 2 mobile homes centers on external appearance and safety. Class 2 mobile homes must strictly adhere to the following terms respecting appearance, fitness, and safety: (1) There shall be no dents, punctures or damages to the exterior siding. (2) The exterior doors shall close tightly and not contain any broken glass or torn screens. (3) There shall be no broken glass or torn screens in the windows and window frames shall be neatly and securely affixed. (4) All windows (except those in exterior doors) shall be of thermopane construction or have appropriate fittings for storm windows; there shall be no exterior visqueen or plastic film covering. (5) Aged skirting shall be replaced with tight-fitting metal insulated skirting. Existing wood skirting must be painted. (6) The mobile home shall be washed and scrubbed at appropriate intervals to avoid the appearance of stains and discoloring. Exterior painting shall be undertaken at appropriate intervals when necessary and shall include attachments and improvements to the mobile home in the same or coordinating colors. (7) No false roof shall be applied or constructed, whether flat or pitched over the mobile home. (8) Each lessee shall at intervals of 2 years or less, obtain a certificate or letter of inspection from the local fire department and/or a licensed plumbing/electrical contractor certifying the fitness of the furnace, water heater and electrical service wiring. Copies of the Certificates or letters of inspections shall be delivered to the Manager by September 1, 1982, and every two years thereafter. Lessee shall obtain a letter of approval from the local fire department certifying satisfactory inspection of all wood stove installations. (9) Lessees shall maintain the yard and landscaping in the same or better condition than pre-existing.

Class 3 Mobile Homes shall be those 25 years of age or older from date of manufacture. Class 3 mobile homes shall not be permitted into the park, and those mobile homes already in the park attaining this status shall be removed by Lessees at their expense as soon as the owner discontinues personal occupancy and there shall be no assignment or subleasing of same, and while in the park must follow requirements pertaining to Class 2.

14. LANDSCAPING AND YARD MAINTENANCE: Landscaping and yard maintenance is required. If lessee does not landscape or maintain his yard, lessor will do so, and charge lessee for these services.
15. STREET MAINTENANCE: Lessor will maintain the streets within the park and provide snow removal from said streets; lessee is to clear his own driveway and walkways.
16. NOISE: No excessively loud parties will be permitted at any time, and tenants will always be expected to control their radios, television sets, musical instruments or noisemaking apparatus within a reasonable volume. Electronic or other devices which interfere with the reception of other tenants will not be permitted. Parents shall be expected to exercise control to prevent excessive noise by their children playing outside the home.
17. DANGEROUS ITEMS: Dangerous instruments, weapons of all types, including pellet and bullet guns, slingshots, bows and arrows and explosives of all kinds to include fireworks, are prohibited from use within the park.
18. VANDALISM: Tampering with park electric service connections or other park utility connections is strictly forbidden. Vandals will be prosecuted.
19. LIABILITY FOR DAMAGE: Lessees assume all liability for losses, injuries or damages caused by himself, members of his family, guests or pets, done to mobile homes, spaces or utilities, or other property or persons within the park, and shall hold harmless and defend the owners and operators from any loss, damages, or suits arising out of such losses, injuries or damage. The lessor will not be responsible for any accidents, injuries or losses of or damage to property caused by fire, theft, wind

20. TAXES: Lessee agrees to pay any municipal sales taxes on rents and fees and to remit same with the monthly payment. Lessor shall pay the applicable municipal real property tax, but lessee shall assume responsibility for payment of the municipal taxes attributable to the mobile home and improvements thereto regardless of whether said taxes be levied and assessed as real or personal property.
21. EASEMENT RESERVED: The lessor reserves an easement to enter upon the leased space for the purpose of installing, inspecting, maintaining or replacing pipes, drainage facilities, electrical lines, telephone lines, television cables or any other facility or utility, and for landscaping.
22. MUNICIPAL BUILDING CODES: References in these Rules and Regulations to the "building codes" shall mean the then existing editions of the Uniform Building Code and Uniform Housing Code as adopted by the City and Borough of Juneau and have application to each of the mobile homes in Glacier View Trailer Court as if situated on a private lot (except concrete foundation and blocking requirements).
23. CHANGES IN RULES AND REGULATIONS: Any of the Rules and Regulations may be amended, changed or suspended in the discretion of the lessors, but shall be effective upon given thirty (30) days advance notice in writing.
24. NOTICE: Notice shall be deemed furnished when given by mail, postage prepaid, to the manager at the address stated herein or to lessee at the address recited in the Lease Agreement or when delivered in person.
25. ABANDONED PROPERTY: Property abandoned by the lessee shall be handled by the lessor in accordance with the procedures prescribed by Alaska Statute Sec. 34.03.260.
26. DECISION ON VIOLATIONS: Lessor shall be the final judge of whether the park's Rules and Regulations are being observed. If the lessor shall fail to insist on the keeping of any particular covenant or agreement contained in this lease, such failure to enforce such covenant or agreement shall not be construed as a waiver of the same, and no waiver of any default hereunder shall be considered a waiver of any subsequent default of like nature. All the terms hereof may be enforced at any time.
27. MANAGER: Until notified to the contrary in writing, the Lessor's Manager is William A. Barnes, located at 3555 Mendenhall Loop Road, Glacier View Trailer Court (office and whose mailing address is P. C. Box 3173, Juneau, Alaska 99803, telephone (907) 789-9724.

The Honorable Bill Ray — FILE —

BY: Linda S. Larsen
1720 Valley Court #11
Juneau, AK 99801

May 15, 1984

Mr. Michael Lynch, Executive Director
Alaska Housing Finance Corporation
Box 1020
Anchorage, AK 99510

Dear Mr. Lynch.

This letter represents the concerns of the mobile homeowners in Valley Court, Mobile II and Mobilehaven Trailer Parks who may or may not have existing financing on their homes through AHFC. It is supported (see attached signature lists) by many people who live in trailer courts in Juneau and are interested in seeing some positive action taken for their neighbors in the three trailer courts in trouble, with the realization that other trailer courts may in the future end up with the same kind of problems.

On January 25, 1984, Ms. Linda S. Larsen wrote to you regarding Valley Court's pending closure scheduled for June 1, 1985. She received a response from Ms. Kay Murphy, Mortgage Department Supervisor for AHFC, dated February 10, 1984, which indicated AHFC was monitoring the progress of proposed legislation (copy attached).

The last week of April, 1984, the residents of Mobilehaven Trailer Park were informed that their court was in the process of being sold and the buyer intended to convert it into a trailer court corporation. They are expected to buy into this corporation with a 42% (\$8,000 - \$9,000) downpayment available by July 1, 1984 or face eviction. Financing for the balance would be provided by the buyer of the trailer court (Juneau Mortgage Company). Since ownership represents ownership of an equal share of the entire court, AHFC financing is unavailable as no deed of land can be given to the individual shareholders. Many are in a state of utter shock over this decision made, again, by a private property owner regarding his land. This has added significantly to the same problem Ms. Larsen wanted you to be aware of last January.

In order to keep this letter as short as possible, we will simply state that some of us have been working very closely with city and State representatives for the last four months, and therefore we are acutely aware of what governmental actions have been and are taking place. The purpose of this letter is to inspire some immediate action by AHFC, regardless of whatever else is happening with the continuing saga of "The Death of A Trailer", in order to bring everything together in time for the people involved to benefit.

On April 11, 1984, some Valley Court residents with existing AHFC loans attended a public meeting with your representative here in Juneau. The meeting was open to the public to discuss or address questions to this

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representative regarding AHFC loan programs. The Valley Court residents who attended asked their questions. Unfortunately, the representative was unable to answer them and suggested they contact you and their Legislators directly.

Before Mobilehaven's situation arose, we had a little over a year to come up with alternatives to mortgaged trailers having no place to relocate to. Now many people have only a few months. We feel the clock is running out and monitoring proposed legislation will not be effective for the now immediate necessity of new or revised loan programs.

In an effort to assist AHFC in finding alternatives for existing loan programs, and in order to hopefully speed up the decision making process, we have included in this letter some of our ideas. We are requesting that you weigh the merit and appropriateness of each. We hope some alternatives can be made available that will include relocation property purchases possible at more realistic cost, and no one defaulting on existing loans.

TYPE II MOBILE HOME CRITERIA

(Copy attached.) Since this program would require someone to have the money to develop a piece of property before financing is available, which is represented in the 25% downpayment required, and since 25% of a developed property purchase is approximately \$10,000 - \$15,000, we feel this program is not designed realistically. Very few of the families concerned would have this kind of money to invest in property. We are concerned about the danger families in mobile homes are in, not investors who are able to take a tax write-off if, for instance, their rental units are lost.

We suggest revising this program in the following ways:

1. A buyer should be allowed to borrow the money to buy undeveloped property initially, therefore getting the money to develop it from the loan. The downpayment on the entire loan amount should be 5% rather than 25%.
2. A property purchase should be allowed from the time an eviction notice is received in order to allow time for development and arranging relocation. To hope several hundred lots that are zoned for mobile homes will be available at the time of closure is overly optimistic.
3. This program should be expanded to include mobile home parks that are being transformed into something other than a rental park. This would address the needs of Mobilehaven residents who do not wish to be forced to buy into a corporation or face eviction by allowing them the opportunity to invest in land.

BUYING LAND WITH AN EXISTING STRUCTURE

At the meeting we suggested we should be allowed to purchase a mobile home

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already on a private lot and then also be allowed to move our existing homes on that lot. The extra mobile home could be used as a rental unit. This would help meet income requirements to qualify for the \$65,000 - \$85,000 loan that would most likely be necessary. When the existing loan was paid off, we would have the choice of selling or disposing of the less valuable mobile home.

The AHFC representative informed us that AHFC will not finance property with two structures on it. Surely there must be some way to alter this position. Wouldn't this seem a feasible alternative considering the low number of lots zoned for mobile homes? If one exists and there is someone willing to sell it, we feel the immediate need for relocation should be the deciding factor.

DEFAULTING

We were informed at this meeting of what would be the worst that would happen to us if we found ourselves in the position of owning a mobile home with no place to put it. In essence, we were told we would default on our loans, they would be repossessed and we would not have to pay off the balance of the loan because Alaska does not seek a judicial settlement to obtain the money from the borrower, however, no future loans would be available to us.

AHFC must surely be aware that many of us have invested our life's savings into our current homes. Many considered their initial investments to be a stepping stone to owning a house. We have much to lose. Damaging our credit forever by defaulting is not an acceptable solution. Can you imagine what will happen if all the people with loans in the parks closing in Anchorage and Juneau default? AHFC has 132 million dollars in outstanding mobile home loans to date. The amount of money AHFC will lose should be a good reason for AHFC to try to support alternatives to that solution. It might be interesting to note here that 50,000 people in Anchorage live in mobile homes. In Juneau, approximately 12% of the residents live in mobile homes. We are not representing a select few. Much of the backbone of our communities is in danger.

TWO LOANS

If nothing else, we feel the time has come to alter AHFC's policy that no one can obtain more than one AHFC loan. It is also absurd to insist that the existing loans require owner-occupancy as we cannot occupy them once eviction takes place and relocation is not arranged. If we are allowed to purchase something else totally separately, at least we could let go of our existing homes. We suggest this idea always taking the stand that changes in policies for a positive solution are better than neglecting to change policies with negative results.

We would suggest only being requested by AHFC to pay on the principal balance from existing loans, without that amount counting against a person while deciding if he or she would qualify for the second loan. We all know that 28% of a families gross income, in many cases, is way below rental costs.

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We do not want to see a "catch 22" situation arise which would have AHFC stating that families would not qualify for other purchases. In these special situations, the most important thing to preserve is homeownership. In a case like this, the family has lost the equity on the previous trailer purchase and therefore should at least be given the chance to build up new equity in a new home.

This would cut the very real mass-defaulting danger on mobile homes from a 132 million dollar loss for AHFC to half of that (if that figure is taking the interest into account.) If the interest is not represented, the loss percentage from defaulting would be much less as most families would consider keeping their credit in good standing worth paying off a principal balance on something they no longer possess. Again, with programs like the H.O.F. program, it would all balance out in the end anyway. This solution would make everyone come out a winner. If mobile homes are indeed to become extinct like the dinosaurs, then our community and State should take steps to take those families involved out of the stone age and into the present.

CONDOMINIUM PURCHASE NEEDS

To assist those residents in Mobilehaven who want to remain where they are rather than having to come up with the \$3,000 it will cost to relocate their homes, we feel AHFC should take an active role now in supporting Senate Bill 464 (copy attached). This would allow for financing in this trailer court which is currently unavailable. This might also allow these residents to purchase, individually or as an association, their lots, if the present buyer does not end up buying from the current owner. The necessity to make this decision in the immediate future is apparent.

SECOND MORTGAGE LOAN PURCHASE PROGRAM

1. Home Improvement Loan Program states it is designed for improving the basic livability of the dwelling. We consider purchasing land to put a mobile home on which is in danger of losing the space it is currently located on as improving the "basic livability" of the home.

We suggest obtaining property purchase financing through this program as an alternative to defaulting on loans. This may be an ideal way to assist Mobilehaven residents as many homes are valued over the required cost of a share of the park. Since 90% maximum financing of the value of the improved home would be available, and even if AHFC would not consider ownership in a share of the park as part of that value, the loan would cover the share amount with only a \$2,000 downpayment necessary.

2. We also suggest this second mortgage avenue should be allowed towards the purchase of land to relocate to or a separate dwelling. There would be the possibility of finding owner-financed land and this loan from AHFC would serve as a downpayment.

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3. We strongly feel AHFC existing mobile home loans should be a primary factor for qualifying for a second mortgage, not falling under the Type I criteria. This also should be available for homes not financed through AHFC because they would still have an appraised value which could be used in determining the loan amount.

We have also enclosed a copy of the October 1982 Mobile Home Task Force Report for your review. This report clearly states in #1 of the Summary of Findings that Valley Court Trailer Court residents were served with eviction notices in 1982. It might be interesting to note that Mr. Bob Fritz, Mortgage Manager for the First National Bank of Anchorage in 1982, was on the Mobile Home Task Force. If a trailer court is indeed openly on the verge of closing, prospective buyers should have been informed of the seriousness of the situation and their loans approved only if similar trailers in more secure courts were found. We cannot justify AHFC's continued financing in this court in 1982 - 1983 by believing AHFC has been totally unaware of Valley Court's situation when a bank representative who is processing some of these very loans contributed to this report. Considering this, we strongly feel AHFC should act responsibly to assist in amending the error of continued financing in a trailer park which has made clear its intentions of closure.

We have also enclosed a copy of a letter to AHFC from Mr. John Annand, Housing Director for the City & Borough of Juneau, dated December 20, 1983, which discusses various parks' compliance with regulations for mobile home parks in Juneau. Does this have any bearing on any future decision for AHFC to finance condominium or other types of loans in Mobilehome?

We would also like to state that it is our understanding that in order to revise current loan programs, AHFC would only have to change its by-laws. Changing regulations is a long process, but hopefully considering the timeframe we are dealing with, this process could be handled as an emergency and done before next year.

As a last comment, we do feel it the time has come for the State to declare a land emergency for mobile homes in Alaska. As the land has become more valuable for other uses, all parks are in possible danger. A rental housing shortage emergency has been declared in the past and the result was more rental housing made available. Juneau is going to need more than one new park. Can AHFC help the State to see these new parks are built?

Thank you for your time. We sincerely hope our time and effort in establishing ideas to suit our needs and the growing needs of Alaska will prove to be valuable. We would like to see some support and encouragement from the loaning institution we feel has been created to assist all Alaskan residents.

Sincerely,

The Undersigned (signatures attached)

cc: Anchorage and Juneau

Alaska

HOUSING



FINANCE CORPORATION

February 10, 1984

Linda S. Larsen
1720 Valley Court #11
Juneau, Alaska 99801

Dear Ms. Larsen:

Thank you for your letter of January 25, 1984 in which you request suggestions from Alaska Housing Finance Corporation (AHFC) on how to best handle your eviction notice issued by Valley Court Trailer Park. Your situation is extremely unfortunate and I do understand the dilemma it has created.

Members of the Legislature are aware of the situation many people have been placed in due to mobile home park closures. I understand that they are looking into possible solutions to this problem through new legislation. I would suggest that you contact Senator Bill Ray or Representatives Jim Duncan and Mike Miller. I would also urge you to contact Mr. John Annand with the City and Borough of Juneau and members of the Juneau Assembly to determine whether or not there are plans to make more land available for mobile home park development.

AHFC will continue to monitor the progress of proposed legislation. Please contact me if you have additional questions.

Sincerely,

A handwritten signature in cursive script that reads "Kay Murphy".

Kay Murphy
Mortgage Department Supervisor

KM/dfb

Mobile Home Program



Offering an alternative to the high cost of stick built dwellings, mobile homes have played a significant role in providing housing in Alaska.

Features

Maximum Loan Amount:

Type I - \$178,650

Type II - \$ 75,000

Minimum Down: 5%

Maximum Term:

Type I - ABE Structured Mortgage
(See brochure "Buying a Home in the Future")

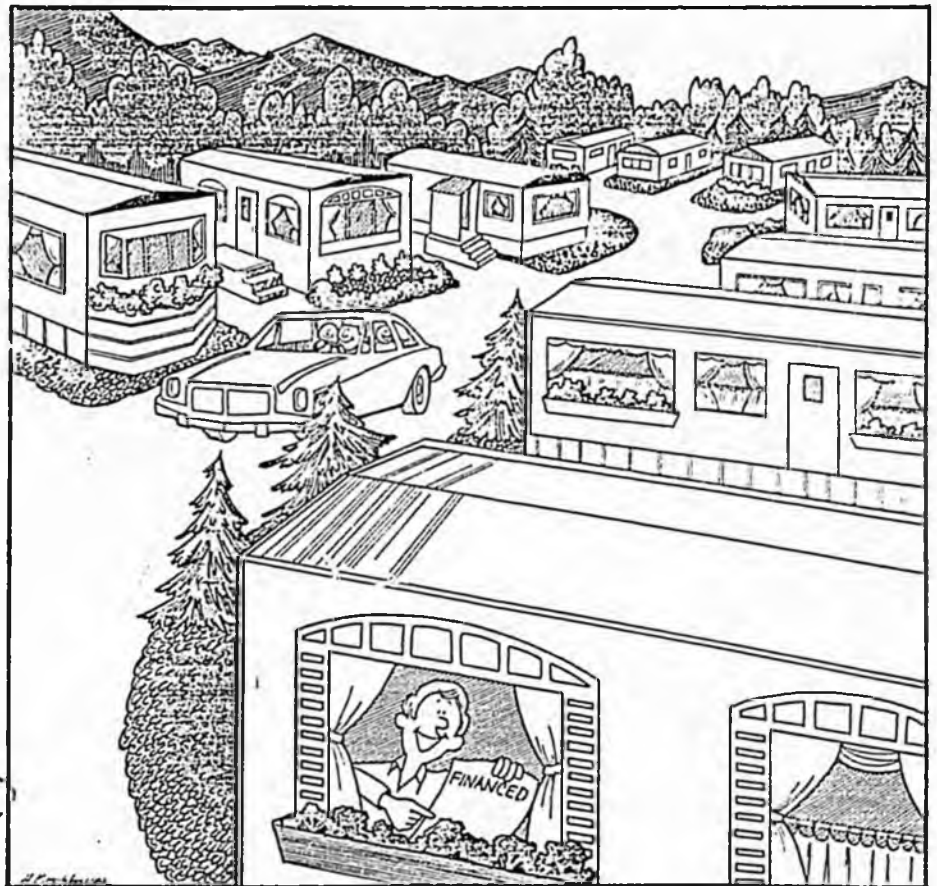
Type II - Lesser of 20 years or remaining economic life.

Type I Mobile Home Criteria

Type I mobile homes will be financed with the proceeds from bond sales and may be financed under our Taxable Program, Veterans Mortgage Program, Tax-Exempt Program, Home Ownership Assistance Program, and Pledged Account Program (brochures for these Programs are available through your lender or AHFC).

Based on our current Pool Insurers' requirements, to be eligible for financing as a Type I Mobile Home the following requirements must be met:

1. Units must have been constructed after 6/15/76.
2. Units must be set up on permanent foundation and situated on fee simple lot or accepted leasehold estate.
3. Units must contain a minimum of 700 square feet, exclusive of lean-tos, wanigans, etc.
4. Units must have a pitched roof (for every 12 inches, the rise must be 3 inches), and have a roof overhang of no less than 10 inches.
5. Units must have a minimum ceiling height of 7' 6".
6. Units must be taxed as real property.
7. Units must meet the Federal Mobile Home Construction and Safety Standards (Title VI, Housing and Community Development Act of 1974).



Type II Mobile Home Criteria

Type II mobile homes must contain a minimum of 600 square feet. Type II mobile homes are defined as all mobile homes not meeting the criteria set forth for a Type I unit. Type II mobile home units are also eligible for financing under the Home Ownership Assistance Program.

Type II mobile home loans may be for:

1. The purchase of a mobile home,
2. The purchase of a mobile home and lot,
3. The purchase of a mobile home and

to pay off an existing lot currently owned by the borrower, and

4. The purchase of a lot on which to move the borrower's existing AHFC mobile home, if the relocation is due to a mobile home park closure. (Maximum loan amount - 75% of lot value as improved, determined by lesser of cost or appraised value.)

✗ For Items 2-4, the cost of the lot shall include the purchase price or payoff on the lot plus the cost of providing permanent improvements (water; sewer, access, etc.) to the lot.

Other Criteria for Type II

Mobile Homes

1. Personal property (appliance package) that may be included in the sale of the mobile home is limited to \$1,500. No furniture may be included in the sale of the mobile home.

2. When the mobile home is located on fee simple land or an acceptable leasehold estate (and on a permanent foundation) improvements such as lean-tos, wanigans, storage, etc. may be part of the appraised value if they enhance the livability and marketability of the unit.

3. If the unit is in a mobile home park, the park must be an approved AHFC park.

4. If the mobile home is on fee simple

land or an acceptable leasehold estate, the value of the mobile home and foundation shall not be less than 50% of the total appraised value.

Examples:

a) Mobile Home &	
Foundation	\$30,000
Land	<u>25,000</u>
Total Value	\$55,000

Since the mobile home and foundation is more than 50% of the total value, the maximum loan is 95% of \$55,000 or \$52,250

b) Mobile Home &	
Foundation	\$25,000
Land	<u>35,000</u>
Total Value	\$60,000

In this case, the mobile home and foundation is less than 50% of the total value so the maximum loan is based on 95% of 2 times the mobile home and foundation. $\$25,000 \times 2 = \$50,000 \times 95\% = \$47,500$

Interest Rates

The interest rates under this program follow those established under the Taxable Mortgage Program and are based on the rate for AHFC bonds plus the Corporation's operating costs and will vary from time to time. INTEREST RATES ARE SUBJECT TO CHANGE WITHOUT PRIOR NOTICE. Consult your lender for the current AHFC rate.

Second Mortgage Loan Purchase Program



In 1982, AHFC implemented its Second Mortgage Loan Purchase Program. The program can be divided into two categories:

- 1) Home Improvement Loan (HIL); and
- 2) Second Mortgages for the purchase of a residence

1. Home Improvement Loan Taxable Program

Maximum Loan Amount

The total-financing-to-value may not exceed 90% of the market value—as completed—and the sum of the first and the second may not exceed AHFC's loan maximums of \$178,650 for a single-family dwelling and \$207,750 for a duplex.

Eligible Improvements

Those which improve the basic livability or energy efficiency of the dwelling, including completions or additions.

Eligible Property

Owner-occupied single-family dwellings, including condominiums, units in a PUD, duplexes and Type I mobile homes. Vacation or rental properties are NOT eligible.

Loan Terms

Up to \$6,450 5 years
\$ 6,500 - \$12,450 10 years
\$12,500 - and up 15 years



2. Seconds for Purchase

Proceeds of a second mortgage must be used for the purchase of an owner-occupied single-family residence or duplex, where the dwelling is subject to an existing first mortgage.

Maximum Loan Amount

The total-financing-to-value may not exceed 90% of the market value or sales price—whichever is less—and the sum of the first when combined with the second may not exceed AHFC's current loan maximums of \$178,650 for a single-family dwelling and \$207,750 for a duplex.

Eligible Property

Owner-occupied single-family dwellings (including condominiums or PUDs) and duplexes. Mobile homes, vacation or rental properties are NOT eligible.

Loan Terms

Up to \$6,450 5 years
\$ 6,500 - \$12,450 10 years
\$12,500 - and up 15 years

Interest Rates

As with AHFC's first mortgage program, the interest rate is governed by the legislature and may fluctuate depending on the cost the Corporation must pay to obtain its funds. Interest rates are SUBJECT TO CHANGE WITHOUT PRIOR NOTICE.

By Law, AHFC is allowed to loan up to \$90,000 under the first mortgage program at a subsidized rate. For any portion above \$90,000, the borrower is required to pay an interest rate equal to the cost of funds. The Seconds Program works in the same manner. However, please remember, if the existing first mortgage is a subsidized AHFC loan, the outstanding principal balance of the first mortgage must be subtracted from the \$90,000 to determine the amount of the second that will be eligible for the subsidized rate. This formula applies to both categories of the Second Mortgage Loan Program.



THE CITY AND BOROUGH OF JUNEAU

CAPITAL OF ALASKA

155 SOUTH SEWARD ST. JUNEAU, ALASKA 99801

December 20, 1983

Mathy Jones, Loan Officer
Alaska Housing Finance Corporation
P.O. Box 101020
Anchorage, AK 99510

Dear Ms. Jones:

Enclosed you will find copies of all mobile home court inspections completed in Juneau earlier this month.

The City and Borough's findings can be summarized as follows:

1. Parks in compliance with no corrective action necessary:
Lemon Creek Manor, Switzer Village, Kodzoff, and Glacierview
2. Parks with a few minor violations, with few corrective actions necessary for the park to be in compliance with local codes:
Sprucewood and Mobile Haven
3. Parks with major violations in one section, and few violations in one section: Thunder Mountain
4. Parks with major problems that will require major corrective actions: Valley Court, Mobile II, and Sunset Court

It is my opinion that the City and Borough would not object to transactions in courts listed under No. 1 and No. 2. Mobile Haven's snow removal problem is of more concern to AHFC than the City and Borough and you may want to take some form of action to correct this problem. Additionally, Sprucewood's water problem concerns me in the short-run, but the new expanded water system trunklines will abut this court within the next year or so. Lastly, Thunder Mountain Trailer Court appears to be sound in the newer part and in poor shape in the older part; you may want to consider making loans in this park based on whether a unit is to be or is located in the newer section or the older section.

Each year the municipality continues to expand its efforts to more closely regulate mobile homes. The municipality considers the upgrading of mobile home courts an on-going long-term project. I will make sure that you are continually informed of local actions concerning mobile home parks.

Best regards,

JOHN P. ANNAND
Housing Director

Mobile Home Task Force
Summary of Findings

The Mobile Home Task Force was organized to address five major problem areas:

1. Mobile home parks in Juneau are prime targets for conversion to other uses such as apartments, condominiums, single family housing, and in some instances, commercial or industrial uses. The most recent example of such a conversion is Valley Court Mobile Home Park. In June of 1982, approximately 50 residents of Valley Court were given notices of eviction. This action coupled with the relative nonexistence of mobile home lots on which to relocate the units, gives evidence of the economic pressures which can result in dire housing problems for mobile home owners.
2. Due to outmoded mobile home park regulations and inadequate enforcement, several parks have fallen into decay resulting in potentially serious health and safety hazards.
3. Although manufactured housing (including mobile homes) has moved to the forefront across the nation as the most affordable alternative to conventional housing, the utilization of this housing option to address Juneau's severe housing shortage has been virtually nonexistent in recent years. Why does this condition prevail and what can be done about it?
4. Given the imminent displacement of many mobile home owners from existing parks in the coming years, residents are faced with an immediate requirement for land that they can purchase or lease for the placement of their mobile homes. A recent informal survey indicates that many mobile home owners would much prefer to purchase a lot to live on.
5. The financing of mobile home purchases is presently restricted to levels which make lot and home ownership impractical under present Alaska Housing Finance Corporation policy. Can local government be of assistance in this area to stimulate housing development in Juneau?

The Mobile Home Task Force believes that its recommendations potentially provide partial solutions to all of the stated problem areas. Our recommendations include a revised mobile home park ordinance to enhance the city's ability to ensure safer and more attractive conventional mobile home parks in Juneau. We recommend

SIGNATURE LIST
VALLEY COURT
TRAILER COURT

SIGNATURE PRINTED NAME SPACE # ABFC LOAN?

Kay E. Mooney Kay E. Mooney 0 No

Jean M. Prominels Jean M. Prominels 1 No

Anita C. Evans ANITA C. EVANS #34 NO

Brent Colley BRENT Colley # 5 NO

Christie M. Colley Chris Colley # 9 NO

James M. Arrington James M. Arrington # 11 No

Barbara A. Arrington Barbara A. Arrington # 16 NO

Michael Cahern Michael Cahern 17 No but am consider

Jennifer Cahern Jennifer Cahern 17 No

Martha T. Tamm Martha T. Tamm 18 No

Dudieut Clark Dudieut Clark 20 NO

Nara Delaughn Nara Delaughn 19 NO

Cynthia E. Oswald Cynthia E. Oswald 23 LFC

Michael Oswald Michael Oswald 23 YES

Jean Henkins Jean Henkins 25 NO

Spike Henkins Spike Henkins 25 NO

Harry Crews Harry Crews 27 NO

Kim Crews Kim Crews ~~27~~ NO

CATHERINE SPIELMAN CATHERINE SPIELMAN 29 NO

Richard Ford RICHARD FORD 24 NO

Carlos R Huff CARLOS R Huff 21 NO

Walter A Smith Jr. Walter A Smith Jr. 21 No

Evelyn C. Smith Evelyn C. Smith (Eve) 21 NO

Leon I. Smith Leon I. Smith # 166 NO

Dora Schaefer DORA SCHAEFER NO

Charles Kent CHARLES KENT NO

SIGNATURE LIST
 VALLEY COURT
 TRAILER COURT

SIGNATURE	PRINTED NAME	SPACE #	AMPC LOAN?
Linda Kent	LINDA KENT	49	NO
Al Hunt	Al Hunt	53, 55	NO
Quanda A. Hurley			
Kenneth P. Hurley	KENNETH P. HURLEY	61	NO
Joseph J. Cripps	Joseph J. CRIPPS	113 1/2	NO
Nancy L. Cripps	Nancy L. Cripps	113 1/2	NO
John R. Tanner	John R. TANNER	110	NO
Steve E. Erickson	Steve Erickson	109	NO
Charlene Randall	CHARLENE RANDALL	#68	NO
Paul Brower	Paul Brower	#15	NO
John Leise	John LEISE	#1-62	NO
Doris D. Moste	Melanie D. Moste	#58	NO
Terry Lyon	Terry Lyon	#35	NO
Bonnie Brown		#31	NO
Mari Burke	Mari Burke	#38	NO
Daniel Tomaro	Daniel Tomaro	#159	NO
Mary Gibson	Mary Gibson	#73	?
Jean Blomquist	JEAN Blomquist	75	NO
Charm Blomquist		#95	NO
Betty Larsson	Betty Larsson	#70	NO
Rexede Olson	Rexede Olson	#74	YES
Reba Maddy	Reba Maddy	#76	YES
Katherine C. Germain	Katherine C. Germain	#78	NO
Teresa M. Germain	Teresa M. Germain	#79	NO
Larry Germain	LARRY GERMAIN	#79	NO

SIGNATURE LIST
 VALLEY COURT
 TRAILER COURT

SIGNATURE	PRINTED NAME	SPACE #	AMFC LOAN?
Marty Francalone	MARTY FRANCALONE	80	NO
Ulrich B. Flach	Ulrich B. Flach	95	NO
Thedelle Latimer	Thedelle Latimer	83	NO
Ann L. Fauth	Ann L. Fauth	95 ^{ROOM 1147}	NO
Celia Oberlach		83	no
Yvonne Ellis	YVONNE ELLIS	85	NO
Phyllis Scott	Phyllis Scott	91	NO
Michael Scott	Michael Scott	91	NO
Jerry Horning	JERRY HORNING	86	NO
Dorothy Horning	Dorothy Horning	86	NO
Terry Ryals	Terry Ryals	97	NO
Daniel O'Keefe	Daniel O'Keefe	94	NO
Karrie O'Leary	Karrie O'Leary	98	NO
Scott Pexton	Scott Pexton	100	NO
Paula Helm	PAULA HELM	100	NO
Jerry Tauscher	JERRY TAUSCHER	54	NO
Danielle Tauscher	DANIELLE TAUSCHER	84	NO
Sue Jones	Sue Jones	# 88	YES
Cindi Schaefer	Cindi Schaefer	# 64	NO
Michael R. Stein	MICHAEL R. STEIN	# 54	YES
Scott M. Johnson		# 50	NO
Ph. Ace (David)		# 62	NO
Guy F. Crockett		# 50	NO
Beatrice Brown		# 52	NO
Debbie A. Doyle		# 42	NO
Cliff R. ...		# 42	NO

SIGNATURE LIST

~~MOBILE HOME~~

VALLEY COURT

TRAILER COURT

SIGNATURE	PRINTED NAME	SPACE #	AHFC LOAN?
<i>Chuck N. Reed</i>	CHUCK REED	90	NONE
<i>Wayne D. Shepherd</i>	Wayne D. Shepherd	93	NO
<i>Ronald G. Reddick</i>	Ronald G. Reddick	#95	NO
<i>Kay Reels</i>	Kay Reels	97	NO
<i>Tamara M. Tullis</i>	TAMARA M. TULLIS	82	NONE
<i>Catherine Tullis</i>	CATHERINE TULLIS	82	NO
<i>Robert Renske</i>	Robert Renske	#73	NO
<i>Marilla Gemmer</i>	MARILLA GEMMER	#72	YES
<i>Charles T. Maccagnan</i>	Charles T. Maccagnan	#105	YES
<i>Tom Maccagnan</i>	TOM MACCAGNAN	#115	NO
<i>Danny Stith</i>	DANNY STITH	42	NO
<i>Rita M. Baker</i>	Rita Baker	#43	NO
<i>Edwin Ruby</i>	EDWIN RUBY	#44	NO
<i>Jennifer Greenwald</i>	JENNIFER GREENWALD	#83	NO
<i>Linda S. Larsen</i>	Linda S. Larsen	#11	YES

SIGNATURE LIST
MOBILEHAVEN
TRAILER COURT

SIGNATURE	PRINTED NAME	SPACE #	ANFC LOAN?
<i>Lorele Bonk</i>	Lorele Bonk	37	YES
<i>Duane Bonk</i>	Duane Bonk	37	YES
<i>Marlin Haywood</i>	Marlin Haywood	5	YES
<i>Flora Haywood</i>	Flora Haywood	5	YES
<i>Randy Conrad</i>	Randy Conrad	18A	YES
<i>Barb Conrad</i>	Barb Conrad	18A	YES
<i>Danny Leach</i>	Danny Leach	49	
	Kim Leach	49	
	Beverely Manicke	8	
	Andie Parker	27	
	Susan Arasmith	27	
<i>Bob Peterson</i>	Bob Peterson	13	
<i>Kelly Peterson</i>	Kelly Peterson	13	
	Shelley L. Compton	71	
<i>Eugene Lossette</i>	Eugene Lossette	48	YES
<i>Coleen Lossette</i>	Coleen Lossette	48	YES
<i>Kathy Brown</i>	Kathy Brown	70	YES
	Patty Gill	45	
	John Gallant	36	
	Shannon Gallant	36	
<i>Lucille Walker</i>	Lucille Walker	46	NO
	Nellie Oldaker	53	
<i>Ernest C. Gertsch</i>	Ernest C. Gertsch	24	NO
	Jean Gertsch	24	
	Frank Dick, Sr.	10	
	Jennie White	10	

SIGNATURE LIST
MOBILEHAVEN
TRAILER COURT

SIGNATURE	PRINTED NAME	SPACE #	AHFC LOAN?
<i>Carolyn Spalding</i>	Carolyn Spalding	43	YES
<i>Tom Farrell</i>	Thomas Farrell	43	YES
<i>Patricia Ziegler</i>	Patty Ziegler		
<i>Kevin Ziegler</i>	Kevin Ziegler		
<i>Emmett Goodwin</i>	Emmett Goodwin	79	NO
<i>Wanda E. Goodwin</i>	Wanda Goodwin	79	NO
<i>William H. Sanford</i>	William H. Sanford	57	NO
<i>Shannon Farrell</i>	Shannon Farrell	22	YES
<i>Pat Shaw</i>	Pat Shaw	23	NO
<i>Cindy Scofield</i>	Cindy Scofield	34	NO
<i>Joyce St. Clair</i>	Joyce St. Clair	68	NO
<i>Larry St. Clair</i>	Larry St. Clair	68	NO
<i>Robert Hirsch</i>	ROBERT HIRSH	75	NO
<i>Noreen Hirsch</i>	NOREEN HIRSH	75	NO
<i>Chuck Orcutt</i>	Chuck Orcutt	64	Yes
<i>Roger R. Leight</i>	ROGER R. LEIGHT	15, 21, 67	NO
<i>Edward D. Carroll</i>	Edward D. Carroll	33	NO
<i>Keith W. Wertheimer</i>	KEITH WERTHEIMER	78	YES
<i>Johanna Tversan</i>	Johanna Tversan	62	YES
<i>Diana Tversan</i>	Diana Tversan	67	NO
<i>MR. & MRS. FRUHL</i>	FRUHL BEAMMAN	# 47	NO
<i>MR. & MRS. William & Betty Martin</i>	Martin	# 41	NO
<i>MR. & MRS. Glenn M. Knickerbocker</i>	GLENN M. KNICKERBOCKER	# 7	NO
<i>Ellen Laupp</i>	ELLEN LAUPP	# 60	YES
<i>Chris Cornwell</i>	CORNWELL, CHRIS	# 25	NO
<i>Elaine Presler</i>	Elaine Presler	# 51	NO

SIGNATURE LIST
MOBILEHAVEN
TRAILER COURT

SIGNATURE	PRINTED NAME	SPACE #	AHFC LOAN?
<i>Charles F. ...</i>	Charles F. ...	F1	No
<i>Susan Z. Simmons</i>	SUSAN Z. SIMMONS	44	YES
<i>Clara X. Simmons</i>	CLARA SIMMONS	44	"
<i>Thomas F. Pratt</i>	THOMAS F. PRATT	38	"
<i>Ronda L. Rose</i>	RONDA L. ROSE	39	NO
<i>Donald D. ...</i>	Donald D. ...	57	NO
<i>Nellis ...</i>	NELLIS ...	53	YES
<i>Stewart Vaughan</i>	STEWART VAUGHAN	66	YES
<i>Patricia Ann Smith</i>	PATRICIA ANN SMITH	13	NO
<i>Margaret Kelso</i>	MARGARET KELEO	11	NO
<i>Rudolph ...</i>	RUDOLPH ...	73	NO
<i>Bill J. Stoddard</i>	BILL J. STODDARD	77	NO
<i>Tina E. Williams</i>	TINA E. WILLIAMS	14	NO
<i>Bertie Meltenbeck</i>	BERTIE MELTENBECK	19	NO
<i>Douglas Small</i>	DOUGLAS SMALL	22	Yes
<i>Ron Olson</i>	RON OLSON	3	NO
<i>Alan Slade</i>	ALAN SLADE	3	NO
<i>Meoff Peterson</i>	MEOFF PETERSON	31	NO
<i>Katherine C. Carroll</i>	KATHERINE C. CARROLL	33	NO
<i>Ann Mortell</i>	ANN MORTELL	72	NO
<i>Bernice Chimelir</i>	BERNICE CHIMELIR	76	Yes
<i>Gene Shaw Jr.</i>	GENE SHAW JR.	23	NO
<i>Stan ...</i>	Stan ...	26	NO
<i>Lisa Hayes</i>	LISA HAYES	28	NO
<i>Jeff White</i>	JEFF WHITE	28	NO
<i>JERRY WHITE</i>	JERRY WHITE	28	NO

SIGNATURE LIST
 SPRUCE WOOD
 TRAILER COURT

SIGNATURE	PRINTED NAME	SPACE #	ARFC LGRM?
<i>[Signature]</i>		97	NO
<i>[Signature]</i>	DINA VAVALI'S	86	NO
<i>[Signature]</i>	CLEVELAND BIRNBAUM #60		NO
<i>[Signature]</i>	ALLEN D. FARCE #59		YES
<i>[Signature]</i>	HEATHER S. HANCOCK #5		NO
<i>[Signature]</i>	MARTHA LARSON #90		0
<i>[Signature]</i>	EDWARD T MITCHELL #78		YES
<i>[Signature]</i>	LAWRENCE HELFENSTEIN #41		YES
<i>[Signature]</i>	JAMES HOLLINGTINE		YES
<i>[Signature]</i>	NEIL L. McLEAN #23		NO
<i>[Signature]</i>	KENNETH E. GERBER #23		N/A
<i>[Signature]</i>	GARY A. HIND #20		YES
<i>[Signature]</i>	STEVE O'LOE #18		NO
<i>[Signature]</i>	JESSIE D. BUCKLE JR. #34		NO
<i>[Signature]</i>	JOSE PEWERO #13		YES
<i>[Signature]</i>	JANE MARIAN JANGENSEN #70		NO
<i>[Signature]</i>	J. MARIE CROPHY #66		NO
<i>[Signature]</i>	NORMAN ASPEN		NO
<i>[Signature]</i>	MIKE BROWN #63		NO
<i>[Signature]</i>	JAMES ONSTOTT #32		YES
<i>[Signature]</i>	LAWRENCE ONSTOTT #32		YES
<i>[Signature]</i>	BILL D. NICHOLAS #60		YES
<i>[Signature]</i>	EVELYN C. TAYLOR #89		YES [#] JEDRASKA
<i>[Signature]</i>	JAMES S. PETER #26		YES
<i>[Signature]</i>	JEFFREY J. PETER #26		YES
<i>[Signature]</i>	NARON PICERMAN #25		YES

SIGNATURE LIST
GLACIERVIEW
TRAILER COURT

SIGNATURE	PRINTED NAME	SPACE #	AHFC LOAN?
David T. Knuth	David T. Knuth	12	NO
Lavinia S. Finck	Lavinia S. Finck	11	NO
David A. Gaston	DAVID GASTON	8	NO
Nora Blum	TRACIL BLUMS	27A	NO
Rebecca Gurney	Rebecca Gurney	27A	N/A
Sharon Lambingham	Sharon Lambingham	27A	NO
Cheryl L. Koski	Cheryl L. Koski	30	NO
Dan Hunt	DAN HUNT	18	NO
Mike Chitty	Mike Chitty	16	NO
Melanie Mickelson	Melanie Mickelson	34	NO
Michael Mickelson	Michael Mickelson	34	NO
Mike Heard	Mike Heard	35	YES
Gary Brummitt	GARY BRUMMITT	38	NO
Jessy L. Patton	Jessy L. Patton	42	NO
Aileen M. Griffin	AILEEN M. GRIFFIN	44	NO
Ann Marie Lee	ANN MARIE LEE	65	NO
Kerry Leaf	Kerry Leaf	#46	NO
Allen McGee	Allen McGee	#40	yes
Michael E. Walker	Michael E. Walker	#48	yes
Kris A. Messerscamini	KRIS A. MESSERSCAMINI	#49	YES
Barbara W. Zwick		#50	NO
Ther Ann Tower	THEA ANN TOWER	#53	NO
Linda R. Harrison	Linda R. Harrison	#51	NO

SIGNATURE LIST
 Clearview
 TRAILER COURT

SIGNATURE	PRINTED NAME	SPACE #	AHEC LOAN?
<i>Billy Sullivan</i>	Billy Sullivan	58	YES
<i>Ronald Johnson</i>	Ronald Johnson	58	YES
<i>Robert D. Peterson</i>	ROBERT ROSETHORN	62	YES
<i>Kent Peterson</i>	KENT PETERSON	67	YES
<i>Phoebe Whistler</i>	Phoebe Whistler	40	YES NO
<i>Dean Wheeler</i>	Dean Wheeler	Spurwood 43B	YES
<i>Lee Wheeler</i>	LEEWHEELER	11	NO
<i>Coleen J. Morgan</i>	COLEEN MORGAN	#106	YES
<i>Gerald S. Cuzzio</i>	GERALD S. CUZZIO	#79	YES
<i>Elizabeth Morris</i>	ELIZABETH A. MORRIS	#79	NO
<i>Jill C. Lawson</i>	Jill C. Lawson	#80	NO
<i>Robert Harmon</i>	Robert Harmon	126	NO
<i>Mary Lawson</i>	MARY LAWSON	#80	NO
<i>Frank Grantz</i>	FRANK GRANTZ	#84	YES
<i>Cathy Grantz</i>	CATHY GRANTZ	#84	YES
<i>CR Maynard</i>	C. F. MAYNARD	#85	NO
<i>Don La Pierre</i>	Don La Pierre	#88	NO
<i>Colleen Ettles</i>	Colleen Ettles	#66	YES
<i>Dawn L. Collins</i>	DAWN L. COLLINS	#67	YES
<i>Mark R. Chester</i>	MARK R. CHESTER	#72	YES NO
<i>Peter C. Miller</i>	PETER C. MILLER	#75	NO
<i>Dave Barton</i>	DAVE BARTON	#36	NO
<i>Jane Prindall</i>	JANE PRINDALL	#76	NO
<i>Michael O. Kiefer</i>	Michael O. Kiefer	#102	NO
<i>Thomas E. Lotz</i>	Thomas E. Lotz	#97	YES

- FILE -

1720 Valley Ct., #17
P.O. Box 965
Juneau, AK 99802
January 13, 1984

The Honorable Bill Sheffield
Governor
State of Alaska
Pouch A
Juneau, AK 99811

Dear Governor Sheffield;

Generally your incoming correspondence is handled by committees, aids or personal secretaries; however, this letter is of such importance and urgency, I ask that you give it your personal attention. This letter will no doubt be delegated to others to handle, but as our Governor, whose interest is in helping the citizens who have elected him, you should be informed of this tragic situation.

The residents of Vall., Court received eviction notices by their landlord, Phil Godfrey - D.B.A. Red Samm Construction Inc. of Juneau. This in itself does not sound earth-shaking, however, this is only the surface of the disaster about to hit our city.

There are four trailer courts in trouble in Juneau. They are:

1. Mobile II Trailer Court in North Douglas, to be vacated no later than September, 1984.
2. Thunder Mountain Trailer Court in the Valley, condemned by the City & Borough last year-evacuation imminent.
3. Valley Court Trailer Court in the Valley, to be vacated by June, 1985.
4. Two full streets of Sprucewood Trailer Court, vacate date unknown (by me).

These four trailer courts represent around 300 to 500 families. there are an average of 4.5 people in the normal Juneau Family. This means between 1,350 to 2,250 residents of Juneau are facing imminent eviction. We are all aware of the housing crisis in Juneau. We can all see what will happen when approximately 2,000 people are out in the streets with nowhere to live. That is almost 10% of this entire City and Borough's population!

We must remember, there is very little housing in Juneau. To add to this dilemma, the majority of us being evicted are low-income families. Many still owe money for the trailers we own. The majority of the trailers cannot be moved because of condition and/or age. They would fall apart during the move!

For those few remaining that could be moved, the City and Borough will not open land for development so no lots are possible to move the trailers to. Even if lots could be approved, it would



take far more than a year to approve, get licenses and permits for, and then develop (which means developing a sewer system, a water system, electrical systems, accessibility to emergency vehicles, roads, and foundations set. City and Borough regulations forbid moving trailers (even on private land); until these development requirements are met.

Even though we cannot move our trailers to other sites, we are still required to remove them from their present sites. The quotes given us at the last meeting of residents and City officials, for trailer removal (to the city dump) ranged from \$2,000 to \$4,000 depending on size, and ability to assist in removal.

The banks will not make loans for moving or set-ups or land to trailer owners. Most of us are low-income, we owe on our trailers, and now we owe for removal of our present homes. So even if land were available, it could be developed on time, and our trailers could withstand the move, we couldn't get a loan to pay for the move, the development, and the land.

So, our only alternative is to throw away our homes, try to find something to rent (inexpensive since we are not well off financially, or we wouldn't be living in old run-down trailer courts), and live on.

Some of us don't even have this alternative. Case in point - I, my wife, and our seven children live in Valley Court. I just recently filed bankruptcy. Our total family income is \$1,300 net. We could qualify for Alaska State Housing Authority (ASHA) low-income housing, except.....State governmental regulations require that we have one bedroom for each two people (and they both must be the same sex.) Children are not allowed in the same bedroom with their parents.

That is five bedrooms. ASHA does not have 5 bedrooms, even if they did, the waiting list for apartments is around one year, if you qualify for ASHA. And I think it's safe to assume that we won't find a five bedroom house or apartment for rent in the private sector either. At least not for less than our total monthly income. Whether we find housing or not, we still have to pay \$3,000 to haul our present home to the dump.

This crisis was brought up to the City Assembly's attention 2 years ago. They promised to develop a solution. Last year, suggestions were instituted, and after careful consideration, a solution was developed. the Assembly then voted on it and it was passed unanimously. Their decision - do nothing.

Please, don't follow through with their plan. Do something. During this election year, a great many people are going to

be asking, "what are our representatives doing for us?" While some of the various trailer court residents will be asking, "What are they doing to us?"

Let me explain some of the harm to the State, to the City, and to the people, that this will cause.

- 1) Decrease in revenue due to loss of property taxes on possibly as many as 500 homes.
- 2) Obviously tremendous increases in rentals due to the law of supply and demand.
- 3) Loss of population, as 2,000 people cannot remain homeless in a city that doesn't care, so they will have to move out.
- 4) Loss of purchasing power, thus profits, to virtually every business in the Borough.
- 5) Loss of integrity, dependability, and trustworthiness in State and City government and its policymakers.
- 6) Poor public relations between Alaska and the lower 48. (Can you imagine public opinion of a State rich enough to provide Permanent Fund Dividend Payments, yet unable or unwilling to help 10% of its capital city's population from being thrown out in the street?)

This list of damages goes on and on, but my purpose is not to show the damages that may result. I offer a few suggestions that may help ease the pain this disaster will cause.

First, let me say certain plans are impossible to even consider by those being displaced. Second, certain plans will meet with much disfavor among our leaders, but then I'm sure, those leaders who elect to do nothing as our City leaders have, will no doubt fall into disfavor with the voters.

Allocating land will help practically no-one, as we couldn't pay for it and its development, few of the trailers could withstand the move, and there isn't enough time left for many of us (possibly all of us).

Decreasing interest on home loans is impractical as well because of financial hardships facing every trailer owner affected by this crisis - trailer removal costs, city dumping fees, future payments still due on our homes, loss of home-owner's collateral, low income, etc..

Now my positive suggestions:

- 1) Apply rent increase controls & guidelines immediately to prevent rent increases from reaching an epidemic level.
- 2) Subsidize lower home-loan interest payments, for those whom it may help. (Although very few!)

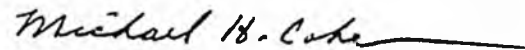
Governor Bill Sheffield

-4-

- 3) Pass regulations temporarily lifting restrictions on ASHA requirements for displaced persons.
- 4) Consider grants, interest-free loans, relocation funds, or other forms of financial aid to the displaced. Of course, remembering many will have little or no credit or collateral.
- 5) Subsidize removal and disposal costs to those loosing their homes.
- 6) Pass laws protecting future mobile home owners.
- 7) Act IMMEDIATELY on this situation - some only have a home for a few more months and cannot afford to wait for a solution for long.

Please consider this very pressing problem, and begin action now for a solution to this very grievous matter.

Sincerely,



Michael H. Cohern

cc: all Legislators
all Senators
attorney Mic Steinmann
Mayor Fran Ulmer
Juneau City Assembly
Juneau Empire
KTOO
KINY
KJNO
The Valley Court & Mobile II
Displacement Committee
Alaska Legal Services

STATE OF ALASKA

Bill Sheffield, Governor

DEPARTMENT OF LAW

OFFICE OF THE ATTORNEY GENERAL

POUCH K - STATE CAPITOL
JUNEAU, ALASKA 99811
PHONE: (907) 465-3600

February 3, 1984

The Honorable Richard Eliason
Chair, Senate Labor and
Commerce Committee
Alaska State Senate
Pouch V
Juneau, AK 99811

Re: Senate Bill 393,
evictions from mobile
home parks

Dear Senator Eliason:

Your office has requested the Attorney General's office, Consumer Protection Section to comment on Senate Bill 393 which would forbid a mobile home park operator to evict a mobile home due to the age of the home. Under the bill, age of the home can only become a valid ground for eviction when the mobile home is no longer in "fit and habitable condition."

The Consumer Protection Section of the Attorney General's office is aware of evictions based on age, at least in the Anchorage area. However, normally the mobile home park operator does not actually evict a mobile home tenant currently in the park, but at the time that the tenant chooses to sell his or her mobile home, the mobile home park operator refuses to continue rental of the space to the new buyer, due to the age of the mobile home.

If Committee members decide to pass out the bill, you could further the bill's effectiveness by adding a provision that eviction of the mobile home could not occur at the time of a purchase by a subsequent owner, as long as the home still met the fit and habitable requirement.

To evict a mobile home due to its age is an especially grievous hardship on the consumer-owner of the mobile home, since most mobile home parks will also have a rule against taking in any new tenants who own older homes. Also, most of the cities in Alaska do not allow mobile homes to be placed on city lots except

Honorable Richard Eliason
Chair, Senator Labor and
Commerce Committee

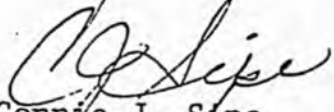
February 3, 1984
Page 2

on the most remote edges of the city. You may wish to take note that Alaska Housing Financing Corporation is continuously lobbied by the mobile home dealers and park owners to continue its extension of 15 year term loans on mobile homes, so that the industry will not collapse. However, the industry does not always seem as willing to accommodate the mobile homes for the 15 year period in a park.

Sincerely,

NORMAN C. GORSUCH
ATTORNEY GENERAL

By:


Connie J. Sipe
Assistant Attorney General
Consumer Protection Section

CJS:vrh

cc: Arthur H. Peterson
Assistant Attorney General

STATE OF ALASKA

BILL SHEFFIELD, GOVERNOR

XX REPLY TO

1031 W 4th, SUITE 110
ANCHORAGE, ALASKA 99501
PHONE (907) 279-0428

1st NATIONAL CENTER
100 CUSHMAN, SUITE 400
FAIRBANKS, ALASKA 99701
PHONE (907) 456-8588

S S FULLER BLDG
4th & HARRIS, SUITE 214
POUCH K
JUNEAU, ALASKA 99811
PHONE (907) 465-3692

STATE COURTHOUSE, ROOM 26
P O BOX 671
VALDEZ, ALASKA 99686
PHONE (907) 835-2462

DEPARTMENT OF LAW
OFFICE OF ATTORNEY GENERAL
CONSUMER PROTECTION SECTION

March 12, 1985

Honorable Fred F. Zharoff
Chairman
Senate Labor and Commerce Committee
Alaska State Legislature
Pouch V (MS 3100)
Juneau, Alaska 99811

Re: SB 188

Dear Senator Zharoff:

This office has been asked for its comments on SB 188, relating to eviction from a mobile home park. The bill would prohibit mobile home park operators from evicting a tenant because of the age of the mobile home.

Based on the Consumer Protection Section's experience, such a bill would provide needed protection for mobile home park tenants. We have received several reports of instances where tenants were told that, due to the age of their mobile homes, they would have to remove their homes from the park when and if they decided to sell them. While this may already be unlawful under AS 34.03.040(c)(1), a legislative clarification on this point would be helpful.

One technical point I would make on SB 188 is as follows. AS 34.03.225, which the bill would amend, by its terms prohibits eviction for any reason other than the four specifically enumerated therein. The age of a mobile home is not among those reasons. My concern is that if an additional subsection were enacted, as under SB 188, setting out a particular prohibited ground for eviction, that might cast some doubt on the extent of the existing broad prohibition.

Now it is true that there is one potential "loophole" in the existing section, namely that under AS 34.03.225(3) a mobile home park operator might attempt to include in the rental agreement a provision requiring mobile homes to be under a certain age. To prevent this, while avoiding the possibility of weakening the section by implication, the Legislature could directly prohibit such a provision in rental agreements.

The logical place for an amendment on this point would be in AS 34.30.040(c). A new paragraph (5) could be added, as

Letter: Dept. of Law
Consumer Protection Sec.

Honorable Fred F. Zharoff
SB 188

March 12, 1985
Page 2

follows:

(c) No rental agreement between a mobile home park operator and a mobile home park tenant may

. . . .


(5) provide for eviction or termination of the tenancy or require removal of the mobile home because of the age of the mobile home, nor may the mobile home park operator make a rule or regulation to the same effect; however, this paragraph does not prohibit eviction for violation of a provision enforceable under AS 34.03.130 that requires that a mobile home be in a fit and habitable condition.

I hope this comment proves helpful to your Committee's deliberations.

Sincerely,

NORMAN C. GORSUCH
ATTORNEY GENERAL

By:


Robert E. Mintz
Assistant Attorney General
Consumer Protection Section

REM/ssr
cc: Norman Gorsuch

Introduced: 2/25/85
Referred: Labor & Commerce
and Judiciary

1 IN THE SENATE

BY RAY BY REQUEST

2

SENATE BILL NO. 188

3

IN THE LEGISLATURE OF THE STATE OF ALASKA

4

FOURTEENTH LEGISLATURE - FIRST SESSION

5

A BILL

6 For an Act entitled: "An Act relating to eviction from a mobile home park;

7

and providing for an effective date."

8

BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF ALASKA:

9

* Section 1. AS 34.03.225 is amended by adding a new subsection to

10 read:

11

(b) A mobile home park operator may not evict a mobile home or a

12

mobile home park dweller or tenant because of the age of the mobile

13

home. This does not prohibit eviction for violation of a provision

14

enforceable under AS 34.03.130 that requires that a mobile home be in

15

a fit and habitable condition.

16

* Sec. 2. This Act takes effect immediately in accordance with AS 01.-

17

10.070(c).

Chairman's Information:

- 1) SB 188: "An act relating to eviction from a mobile home park;
and providing for an effective date."
 - a) Introduced: Ray by request
 - b) Co-Sponsors:
- 2) INTENT: This bill provides protection to mobile home park tenants
by prohibiting mobile home park operators from evicting a
tenant because of the age of a mobile home.

FISCAL NOTE: none

NOTE: I have a CS being drafted which contains the
recommendations of the dept of Law;

- 3) ADDITIONAL REFERRALS: Judiciary and Rules
- 4) PUBLIC HEARINGS:
 - a) Sponsor:
 - b) Public witnesses:
- 5) BILL ACTION:
 - a) Hold in committee?
 - b) Assign to sub committee for further review?
 - c) Move from Committee?
 - d) close public hearings?
- 6) COMMITTEE ACTION:
 - a) amendments?
 - b) CS adoption? Move for the adoption of CS

Original sponsor: Ray by request

1 IN THE SENATE

BY THE LABOR AND
COMMERCE COMMITTEE

2 CS FOR SENATE BILL NO. 188 (L&C)

3 IN THE LEGISLATURE OF THE STATE OF ALASKA

4 FOURTEENTH LEGISLATURE - FIRST SESSION

5 A BILL

6 For an Act entitled: "An Act relating to eviction from a mobile home park;
7 and providing for an effective date."

8 BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF ALASKA:

9 * Section 1. AS 34.03.225 is amended by adding a new subsection to
10 read:

11 (b) A mobile home park operator may not evict a mobile home or a
12 mobile home park dweller or tenant because of the age of the mobile
13 home. This does not prohibit eviction for violation of a provision
14 enforceable under AS 34.03.130 that requires that a mobile home be in
15 a fit and habitable condition.

16 * Sec. 2. AS 34.03.040(c) is amended to read:

17 (c) Neither a [NO] rental agreement between a mobile home park
18 operator and a mobile home park tenant nor a rule or regulation of a
19 mobile home park operator may

20 (1) deny a tenant of a mobile home park the right to sell
21 the tenant's mobile home within the park or require the resident or
22 tenant to remove the mobile home from the park solely on the basis of
23 the sale of the mobile home, [NOR MAY THE MOBILE HOME PARK OPERATOR
24 MAKE A RULE OR REGULATION TO THE SAME EFFECT,] except that, within 30
25 days of written notice by the tenant of intent to sell the mobile home
26 to a specified buyer, the operator or owner of the mobile home park
27 may refuse to allow a sale for the following reasons:

28 (A) the mobile home is in violation of laws or ordi-
29 nances relating to health, safety or welfare;

1 (B) the proposed buyer refuses to assume the same
2 terms as are in the existing rental agreement; or

3 (C) the proposed buyer does not have sufficient finan-
4 cial responsibility;

5 (2) require a tenant to provide permanent improvements that
6 become a part of the real property of the mobile home park owner or
7 operator as a condition of tenancy in the mobile home park; however,
8 the rental agreement may require the tenant to maintain existing
9 conditions in the park;

10 (3) require payment of any type of vendor or transfer fee
11 either by a tenant in the mobile home park desiring to sell the [HIS]
12 mobile home to another party or by any party desiring to purchase a
13 mobile home from a tenant in the park as a condition of tenancy;
14 however, this paragraph does not prevent the owner or operator from
15 applying normal park standards to prospective tenants before granting
16 or denying tenancy or from charging a reasonable vendor or transfer
17 fee for services actually performed if the tenant is notified in
18 writing of the amount of those charges before agreeing to move into
19 the park; [OR]

20 (4) require the prospective tenant to pay a fee to enter
21 the mobile home park or a tenant to pay a fee to transfer the [HIS]
22 mobile home to another location outside the park; however, this para-
23 graph does not prevent the owner or operator from charging a reason-
24 able fee for services actually performed and if the tenant is notified
25 in writing of the amount of those charges before agreeing to move into
26 the park; or

27 (5) provide for eviction or termination of the tenancy or
28 require removal of the mobile home because of the age of the mobile
29 home; however, this paragraph does not prohibit eviction for violation

1 of a provision enforceable under AS 34.03.130 that requires that a
2 mobile home be in a fit and habitable condition.

3 * Sec. 3. This Act takes effect immediately in accordance with AS 01.-
4 10.070(c).

Introduced: 2/25/85
Referred: Labor & Commerce
and Judiciary

1 IN THE SENATE

BY RAY BY REQUEST

2

SENATE BILL NO. 188

3

IN THE LEGISLATURE OF THE STATE OF ALASKA

4

FOURTEENTH LEGISLATURE - FIRST SESSION

5

A BILL

6 For an Act entitled: "An Act relating to eviction from a mobile home park;

7

and providing for an effective date."

8

BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF ALASKA:

9 * Section 1. AS 34.03.225 is amended by adding a new subsection to
10 read:

11 (b) A mobile home park operator may not evict a mobile home or a
12 mobile home park dweller or tenant because of the age of the mobile
13 home. This does not prohibit eviction for violation of a provision
14 enforceable under AS 34.03.130 that requires that a mobile home be in
15 a fit and habitable condition.

16 * Sec. 2. This Act takes effect immediately in accordance with AS 01.-
17 10.070(c).

STATE OF ALASKA 1985 LEGISLATIVE SESSION
FISCAL NOTE

Revision Date: _____

REQUEST

Bill/Resclution No.: SB 188
 Title: "An Act relating to eviction from a mobile home part:..."
 Sponsor: Sen. Ray
 Requestor: Senate Labor & Commerce
 Date of Request: March 11, 1985

FISCAL DETAIL

Agency Affected: Department of Law
 Program Category Affected: Public Protection
 BRU, Program or Subprogram(s) Affected: Consumer Protection

EXPENDITURES/REVENUES: (Thousands of Dollars)

	FY 85	FY 86	FY 87	FY 88	FY 89	FY 90
OPERATING						
100 PERSONAL SERVICES						
200 TRAVEL						
300 CONTRACTUAL						
400 SUPPLIES						
500 EQUIPMENT						
600 LAND & STRUCTURES						
700 GRANTS, CLAIMS						
800 MISCELLANEOUS						
TOTAL OPERATING	-0-	-0-	-0-	-0-	-0-	-0-

CAPITAL						
----------------	--	--	--	--	--	--

REVENUE						
----------------	--	--	--	--	--	--

FUNDING: (Thousands of Dollars)

GENERAL FUND	-0-	-0-	-0-	-0-	-0-	-0-
FEDERAL FUNDS						
OTHER						
TOTAL						

POSITIONS:

FULL-TIME	-0-	-0-	-0-	-0-	-0-	-0-
PART-TIME						
TEMPORARY						

ANALYSIS: Attach a separate page if necessary

This bill would prohibit a mobile home part operator from evicting a mobile home or a mobile home park dweller or tenant because of the age of the mobile home. The bill would not prohibit eviction for violation of a provision enforceable under AS 34.03.130 that requires that a mobile home be in a fit and habitable conditino. The bill does not call for state intervention or enforcement and, consequently, no fiscal impact on the Department of Law is expected.

Prepared By: Richard I. Pegues Director Phone: 465-3672
 Division: Administrative Services Date: 3/12/85
 Approved by Commissioner: Norman C. Gorsuch Date: 3/12/85
 Agency: Department of Law

Distribution (by Agency preparing fiscal note):

Legislative Finance
 Legislative Sponsor
 Requestor
 Office of Management and Budget
 Impacted Agency(ies)

STATUTES RELATED TO SB 188

CHAPTER = 34.03
SECTION = 34.03.225
TITLE = 34
HEADINGS TITLE 34.
Property.
CHAPTER 03.
Uniform Residential Landlord and Tenant Act.
ARTICLE 6.
Landlord Remedies.

CITATION Sec. 34.03.225.

CATCH LINE

TEXT LIMITATIONS ON MOBILE HOME PARK OPERATOR'S RIGHT TO TERMINATE.
A mobile home park operator may evict a mobile home or a mobile home park dweller or tenant only for one of the following reasons:

(1) the mobile home dweller or tenant has defaulted in the payment of rent owed;

(2) the mobile home dweller or tenant has been convicted of violating a federal or state law or local ordinance, and that violation is continuing and is detrimental to the health, safety or welfare of other dwellers or tenants in the mobile home park;

(3) the mobile home dweller or tenant has violated a provision, enforceable under AS 34.03.130, of the rental agreement or lease signed by both parties and not prohibited by law including rent and the terms of agreement; and

(4) a change in the use of the land comprising the mobile home park, or the portion of it on which the mobile home to be evicted is located; however, all dwellers or tenants so affected by a change in land use shall be given at least 90 days notice, or longer if a longer notice period is provided in a valid lease.

HISTORY (Sec. 5 ch 138 SLA 1976; am sec. 1 ch 48 SLA 1982)