



May 06, 2026

City of San Marcos  
1 Civic Center Drive  
San Marcos, CA 92069

**Attention: City Clerk / Rent Review Commission**

**RE: Springdale Estates Rent Increase Final Submission**

As each of you know, this has been a very arduous process that has been somewhat painful for the residents at Springdale and us as ownership. The painful part is the nefarious and false representation of Springdale and us as ownership. The claims asserted by the resident representative have been less than accurate even to the point of absurdity. The loss of amenity and disparity claims to create a false narrative is the goal. This false narrative represents a nonexistent disparity, with a property that has facilities that are substandard and paints Springdale Estates and Ownership in a poor light. This has been and is currently the method of operation. By having this narrative of amenity loss and facilities that lack luster along with the maligning of ownership, this approach has worked in the past.

Today is a new day! Looking at the initial recommendations by the consultants to the commission, the veil of this false narrative is torn away. That takes me to the email dated May 05, 2026, that was sent out by Jill D.S. Maland, Senior Counsel with Lounsbery Ferguson Altona & Peak. The email is in reference to, the resident's representative attempt to sway the commission away from the recommendations made by the consultants. An act of desperation. The email attempts to draw parallels between Springdale Estates and other communities in the past. Referencing letters written in 1992 by a past HOA president from Springdale talking about the yesterdays of 1992. The misrepresentations are magnified by his actions of circumnavigating around me to try to get to the owner as he did with the mayor and council. Erroneous statements referencing his resolve to contact Springdale Ownership stating nothing materialized. But the owner did respond to him just not what he wanted. So, he says nothing has materialized yet. Mr. Kleege flew out a 3% increase on a 10-year lease. I know for a fact he did not present that to the residents. He has a three or four man/woman panel he calls the Springdale HOA. No residents voting! Handpicked appointed position appointed by the king. So, he states nothing materialized because he ran this by the handpicked appointed panel of the HOA. They said Nah! In further rants of a desperate man, he states...he is being unfairly treated by the residents of Springdale stating... "in doing so have been unfairly attacked by some Springdale residents, alleging I had colluded with the City to abolish the rent ordinance" .....Stating prior...." Moving forward, I think we are all concerned with the time, hassle and expense of the rent review process and want to note that SMMRA representatives have suggested possible solutions including: revisiting the ACCORD lease with modifications to make it acceptable to MH park residents, a "short-form" rent increase application to enable a permissive annual rent increase (similar to Escondido), and a per space fee to help support costs of administrating the rent and other MH park related ordinances". Which is in contradiction to his own words, and is an abolishment of the ordinance, as it is. In an effort to be 100% transparent we do own El Dorado Mobilehome Park in San Marcos. This property has the ACCORD lease. He states the ACCORD with modifications, meaning anything that fairly asserts an increase of any kind must go.

In his ex parte email he says he is.... president of the San Marcos Mobilehome Residents Association (SMMRA). I have spoken to many of the residents, and I would argue that it may be 51% that state he is the resident representative during the rent review process. Nothing else. Additionally, I have many residents that state they have never been informed by the representative that there had been any negotiations going on. Furthermore, I have residents stating they are completely unaware of any offer from Ownership other than our first sit down with the residents and the initial submission to the city. There have been residents who have expressed this to the city as well. This prompted me to create a written offer and circumvent him to talk to the residents directly. He then followed my offer with his confusion clarification of my offer. Which was 100% wrong and clouds the offer. Hat's off to the master of confusion. All these actions fly in the face of the ordinance.

AS Jill politely reminded the resident representative: ...such *ex parte* and/or other direct approaches to the Commission which relate to the upcoming hearing and decisions relating thereto are inappropriate during the rent review proceedings. Inappropriate yes but par for the course to the method of operation.

The ordinance intent is clearly to put the parties together to reach a consensus on the increase issue. The ordinances process defeats the standard HOA model that is dependent on fear and misrepresentation. Frankly we are impressed by the intuitive nature of the ordinance in its creation. The steps that bring the parties together and the outcome that can be reached with open minds, leaving the us against them, mentality behind! I have no doubt if we knew then what we know now we would have a consensus with the residents. The aforementioned tactics that fly in the face of the ordinance would have been foreseen. But we were blinded by good faith expectations and the naivety of fair negotiations.

We agree with the recommendations of 3.5% based on the rent of \$879.00 meaning a \$30.79 increase. We blatantly deny any amenity reduction. His claims of a year-round heated pool and spa are non-verifiable. No resident that is not the four on his self-appointed HOA board will say that the pool is year-round. We heat the pool in accordance with the rules. The resident representative's statements of rule changing or reverting to prior ownership rules enforcement, is a statement of no rule enforcement and that is not going to happen. The rules we are enforcing are rules of Springdale Estates. The rules are based on health and safety codes, the city ordinances, and the Mobilehome Residency Law.

I want to address the water table issue at Springdale. Now it was discovered upon investigation that the water pressure running through the pipes at Springdale was 150 PSI. To each home the 150 PSI was constant. That is very high. In fact, it is almost double the requirement. Since discovery of this we have dropped the PSI within the standards set in Title 25 Health and safety Code. Due to the fact this is so recent we are not 100% sure the issue is resolved but there is a very visible change in the water table. Areas that were always wet are no longer wet. We are positive of one thing. That high of water pressure probably caused leaks at various connection points and may still be leaking just 1/2 as much. It is stated by the resident representative this is a matter that should be solved before the increase takes effect. That is unfair due to the fact this has been going on for multiple years and we inherited the problem. Frankly I have done more to resolve the issue in 1 year than anyone else did in multiple years. The areas that were saturated with water are no longer saturated. I am considered an infrastructure expert in our industry. I have 26 Years in the industry in California and 15 years in the industry from another state. I have the resume to prove it. I am very confident that this was the problem and now we need to repair the leaks, that I am sure exist, caused by the excessive pressure that was in the lines. Due to the fact the water is leaking at 1/2 the prior pressure the ground absorbs the water more efficiently and it does not appear at the surface as it did. I am still sure they exist. We have the leak detection team and will find each one systematically and repair them.

In closing we ask the commission to advise on the primary residence aspect that is at Springdale. The resident representative has two homes in the community. Something we do not allow. It is impossible to reside primarily in two places. We have no written agreement with him on this other space, in fact the agreement in play is his deceased parents' lease. He states that space and home are in a trust of the estate. The home is still in his parents' names with an exception on title stating that there is a pending application for transfer of title not paid. The no lease aspect flies in the face of the Mobilehome residency laws. .... **The Mobilehome Residency Law 798.15 The rental agreement shall be in writing and shall contain,.....** We understand the lease aspect and whether he can have a second home in the community issue is not the purview of the commission and we will be addressing that as soon as this matter is resolved. The rent increase factor is within your purview. We ask that the Commission grant us retro increases on spaces that are not primary residences. Tim Sheahan, the resident representative inherited a second home in 2018. We are asking for an increase for the second space from 2019 to present at 3% or 100% of the CPI from 2019 to present. Finally, the primary residence issue for any other home in the park we ask the same 3% from the year after they signed a lease to present or the 100% of the CPI from the second lease year to present.

We thank the consultants and the commission for the time and effort made in this resolution. We look forward to continuing to work with the residents of Springdale and the commission moving forward.