

Library

MEMBERS PRESENT: Chairman Stewart
Vice Chairman Sader
Mr. Thompson
Ms. Foley
Mr. Beyer
Mr. Chaney
Mr. Malone
Mrs. Cafferata
Ms. Ham
Mr. Banner

MEMBERS ABSENT: Mr. Price (Excused)

GUESTS PRESENT: Robert Stubbs, NV Parks Association
W. D. Swackhamer, Secretary of State
Shannon Zivic, Mobile Home Owner's League
of the Silver State
Vickie Demas, Mobile Home Owner's League
of the Silver State
Barbara Weinberg, NV Housing Coalition
Sharon Cleary, NV Association of Realtors
Ross Culbertson, NV Home Builders
Al Cartlidge, NV Housing Coalition
Dick Wells, Mobile Home Association of the
Silver State
Ernie Godden, Mobile Home Association of the
Silver State
Harvey Whittemore, Lionel, Sawyers & Collins
David Rowles, Clark County Health District

Chairman Stewart called the meeting to order at 8:10 a.m. and started with testimony on SB 212.

SB 212: Changes place to file to perfect certain security interests and provides filing and indexing fee and procedure for federal tax liens.

Secretary of State Swackhamer provided the only testimony on this bill. He explained that its purpose is to restore a portion of the law that was removed inadvertently at the last session. The law allowed the State of Nevada to file tax liens for the Internal Revenue Service (IRS) and bill them on a monthly basis; an arrangement which was satisfactory to both parties. Since the removal of the section, however, the State has continued to provide this service, but has been unable to collect any monies for it. Mr. Swackhamer said that if SB 212 is passed, the state will be able to again bill the IRS about once a month for the service. He added the IRS is willing to pay this fee, and that so far the state has lost circa \$5300. 1418

(Committee Minutes)

Mrs. Cafferata moved DO PASS SB 212, seconded by Mr. Thompson and passed unanimously, with Mr. Price and Mr. Chaney absent at the time of the vote.

SB 224: Limits deficiency judgments against guarantors and sureties.

As the only witness present for this bill had to leave the meeting before he had a chance to testify, Chairman Stewart agreed to reschedule SB 224 for a later date.

AB 432: Makes various revisions to law governing mobile home parks.

Ms. Shannon Zivic and Ms. Vickie Demas, both representing the Mobile Home Owner's League of the Silver State, testified jointly on this bill.

Ms. Zivic began by saying she wanted, first of all, to point out to the Committee that mobile home owners, while tenants in one aspect, also have a considerable investment in their coaches, and are therefore different from renters. She also pointed out that there is a very low vacancy rate in mobile home parks, thus making it extremely difficult to relocate, and that moving into or out of a park also requires a fairly large investment. Ms. Zivic ended by asking the Committee not to consider the mobile home owner strictly as a tenant or regular renter, but as a joint-type investor in a mobile home park.

Regarding a question from Chairman Stewart regarding what these costs average, Ms. Zivic referred the Committee to Exhibit 4B of the booklet she had distributed to the members earlier. (See EXHIBIT A.)

Ms. Zivic then went on to note those amendments which her organization feels should be made to the bill in addition to what AB 432 presently contains, explaining the reasons for these requests. Her testimony was based upon EXHIBIT A, with a great many examples cited to illustrate her points.

Ms. Zivic pointed out that the reason the bill looks as though much of it is new language is because several of the sections have been moved around, and these sections have been reprinted in italics.

Regarding that section referring to the number of guests to be permitted, Ms. Zivic said that, while not currently in the proposed bill nor her proposed amendments, it might be advisable to leave this up to the landlord's discretion--within reason--and that the landlord should also be able to have some reference to a "nuisance" which would allow him to evict those guests who might be causing problems.

Regarding the removal of landscaping by the tenant when moving, it was suggested that some sort of limitation be included in this section of the bill, to prohibit the removal of, for example, large and/or full-grown trees, etc.

Regarding page 2, line 30 of AB 432, it was noted this matter is also mentioned on page 8, lines 5-9 and it was suggested these two portions be combined. It was further stressed that it is illogical to allow the landlord to force the removal of the coach after a sale, if the coach has been unoccupied for 90 days prior to the sale. Once sold, as long as the new owners pass the park's requirements for tenancy, the coach should be permitted to stay in the park. Thus, section 15, subsection 2 (b) should be omitted.

Ms. Zivic explained one of the reasons the amendment suggested for page 2, lines 36-38 is written in such a way as to discourage the changing of a park from family to adult only, is because it is becoming more and more difficult for families to find spaces open to families. It was further noted that, if there are families with children living in a park, then that park cannot be advertised as an adult park, as this would be misrepresentation.

Section 6 of this bill is necessary to protect the mobile home owner from undue hardship resulting from "condo" type conversion of the parks. Ms. Zivic noted that such conversions are occurring throughout the country, and that they are resulting in many problems for the home owners. Some of these hardships include: a) only a 6 month notice of change of land use, or the landlord may pay to move the tenant if he wishes to make the change sooner than 6 months; b) although the tenant has the option to buy the land, many cannot afford the down payment required; c) there are no laws to govern this at present, thus there is much confusion as to the rights of both the park owners and the park tenants; etc.

Ms. Zivic further pointed out that this section is based upon the California law, except for subsection 3. She said it was her belief that this section was not overly restrictive of the owners of the park, and provided sufficient protection to the park tenant.

Regarding Section 9 concerning the differences between park rules, rental agreements and leases, it was noted that even the judges feel this problem has to be clarified in the statutes. Once this clarification is made, then owners, tenants, and all those concerned will know where they stand and what their rights are in these matters.

The question was raised concerning those instances when a landlord takes legal action to give a tenant notice, for example of eviction, then does not take the action and tries to collect the attorney fees for the notice from the tenant involved;

should something covering this be inserted in this section or in some other section, such as the section dealing with the prevailing rights of the court.

As the Committee was required downstairs for a meeting of the General Assembly, Chairman Stewart said that a continuation of the hearing would be scheduled for both the following day, Tuesday, and also for Friday, 24 April; this, in order to accommodate all those who still wished to testify. The meeting was adjourned at 10:25 a.m.

Respectfully submitted,

Pamela B. Sleeper

Pamela B. Sleeper
Assembly Attache

61st NEVADA LEGISLATURE
ASSEMBLY JUDICIARY COMMITTEE
LEGISLATION ACTION

DATE: Monday, 20 April 1981

SUBJECT: SB 212: Changes place to file to perfect certain security interests and provides filing and indexing fee and procedure for federal tax liens.

MOTION:

DO PASS XX AMEND _____ INDEFINITELY POSTPONE _____
RECONSIDER _____

MOVED BY: MRS. CAFFERATA SECONDED BY: MR. THOMPSON

AMENDMENT:

MOVED BY: _____ SECONDED BY: _____

AMENDMENT:

MOVED BY: _____ SECONDED BY: _____

VOTE:	MOTION		AMEND		AMEND	
	YES	NO	YES	NO	YES	NO
Thompson	<u>X</u>	—	—	—	—	—
Foley	<u>X</u>	—	—	—	—	—
Beyer	<u>X</u>	—	—	—	—	—
Price	<u>ABSENT</u>	—	—	—	—	—
Sader	<u>X</u>	—	—	—	—	—
Stewart	<u>X</u>	—	—	—	—	—
Chaney	<u>ABSENT</u>	—	—	—	—	—
Malone	<u>X</u>	—	—	—	—	—
Cafferata	<u>X</u>	—	—	—	—	—
Ham	<u>X</u>	—	—	—	—	—
Banner	<u>X</u>	—	—	—	—	—
TALLY:	<u>9</u>	<u>0</u>	—	—	—	—

ORIGINAL MOTION: Passed XX Defeated _____ Withdrawn _____
 AMENDED & PASSED _____ AMENDED & DEFEATED _____
 AMENDED & PASSED _____ AMENDED & DEFEATED _____

ATTACHED TO MINUTES OF Assembly Judiciary Committee
Monday, 20 April 1981

mobilehome owner's league of the silver state, inc.

P.O. BOX 389

LAS VEGAS, NEV. 89104

CHAPTER

Be it known by all present, the mobilehome owner's league of the Silver State, Inc. has granted a charter to the Mobile Home Park, said chapter to be located at Nevada. With all rights and privileges as outlined in the constitution and by laws of said Inc.

This chapter shall remain in force until revoked for just cause, by the Board of Directors.

Said chapter shall be known as Chapter Number located in District Number

Given under our hand and seal this Day of 19 AD.

PRESIDENT

SECRETARY



SENIOR HOME OWNERS LEAGUE OF THE STATE, INC.

'A Non Profit Organization'
POST OFFICE BOX 42326
LAS VEGAS, NEVADA 89104
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April, 1981

AB 432 AMENDMENTS TO NRS 118.230 TO 118.340

SECTION 2 - RENT AND SERVICE INCREASES

1. (a) Page 1 Line 4. The term "similarly situated" (legislated in 1979) has resulted in the total loss of maintaining uniformity of rents in rental mobile home parks. It has permitted many different rates to exist in the parks. It enables tenants to be given non uniform increases in rent. We request the work "situated" be changed to "located" and add "and by the size of the mobile home".

It is also requested that the word "equal" (line 5) be added to ensure all tenants receive the same amount of increase, regardless of what rate they are paying at the time of the increase.

(b) Page 1 Line 9. It is requested that the length of time for the effective date of the rent increase be extended from 60 days to 120 days. Due to the rapid accelerating of rent rates, many mobile homes are for sale, making it very difficult to sell a mobile home. Tenants find they cannot meet the pending rate of rent increase and need more time to either sell their home or move it from the park. We believe it would be easier for the landlord to project his need for the rent increase to allow a longer effective date, thereby enabling the tenant to make necessary plans to move.

2. Page 1 Line 13. Pay by Check. To require an elderly person who frequently does not have a bank account to pay rent by check can be very difficult for them. It means a trip to get a money order before the rent can be paid. See Exhibit 2.

3. Page 1 Line 14. Tenant's Meetings. Basing the fact that mobile home tenants pay for the services of the recreation hall in their rent, we are requesting that management be prohibited from charging any deposit for a meeting held by the tenants of the park to discuss mobile home living and affairs. Due to the necessary requirements for notices to be given to the tenants to attend such meetings it is necessary to distribute notices of such meetings. We find many parks attempt to block such meetings by attempting to make charges for deposits and refuse the tenants the right to put the notices out in the park. See Exhibit 1-A and 1-B.

5. Page 2 Line 3. Allowing Guests - Fees - Registration. There are many park rulings that place unfair restrictions on having guests. Many excessive charges are made. Unfair limitations as to the length of time of stay and number of guest allowed. Also, the requirement to register the guest on the first day creates problems. It is not logical that a park will charge for guest, but in many cases do not charge for extra occupants. Due to the fact that the tenant owns their own home, the controlling of their rights to company probably is one of the most disliked practices existing in mobile home parks. Also, since mobile home parks are not hotels or motels, the practice of advising landlords who you have in your home from the first night of their visit, is considered to be an invasion of one's privacy. See Exhibit 3A and 3B.



AB 432 AMMENDMENTS TO NRS 118.230 to 118.340

SECTION 3. PROHIBITIVE PRACTICES

4. Page 2 Line 16. Prohibit the tenant from subleasing his mobile home.

The practice of denying a tenant, who owns the mobile home, and has invested in the improvement of the site in which the mobile home is located, has resulted in great financial loss to mobile home owners when the need arises to relocate. Contrary to apartment renters, the mobile home owner cannot simply pack and move. In this instance he is more closely related to a home owner of real estate property.

Park rules and regulations require that certain rulings must be abided by, and the law permits eviction rights to the landlord if they are not conformed to. The landlord has every right to require removal of the mobile home whether the owner resides in the home or a renter does. We adamantly request that this law be passed to permit the mobile home owner to sub lease his home if he finds it necessary.

The right for a landlord to prohibit a mobile home owner from leasing his home to a renter can be used in many ways to force the mobile home to take a financial loss on his investment. This stems from the landlord's right to refuse the prospective buyers. If a person can rent his mobile home and leave it in the park, he stands a better chance on retaining his investment. If he cannot, then he is forced to pay rent on an unoccupied mobile each month, and if it is unoccupied for more than 90 days, the manager can then force the home from the park when it is sold. In most cases, the owner is forced to let the home be repossessed by the finance company and lose his entire investment.

5. Page 2 Line 21. Prohibit the tenant from removing any of the fencing and landscaping when moving SEE EXHIBIT 4 A & 4 B

Park rules and regulations require that a tenant must improve the landlord's property (tenant's site) when the tenant take possession of the space. While increasing the landlord's property value and creating an attractive appearance, the tenant's costs are taken from him immediately when anything is placed in the ground. Most parks require expensive fencing if the tenant chooses to put up a fence. This can result in thousands of dollars for the tenant. We believe that if the tenant can remove such items without affecting the property, he should have the right to take with him what he can as long as he leaves the site in the same condition as it was when he took occupancy.

SECTION 4. Page 2 Line 24.

1. Require tenant to landscape. Most park rulings require landscaping, however, rarely do they specify the exact provisions of what is required. Many landlords, in an effort to upgrade their parks, capriciously demand landscape changes, after the tenant has completed



SECTION 4 - Cont'd:

the landscaping. This can be expensive for the tenant. If the landlord has specified in writing what he wishes, then the tenant will have a legal right to protect his investment. See Exhibit 4A - 4B

2. Page 2 Line 28. Charging the tenant for maintaining the tenant's site.

Most park rules state the management may maintain the tenant's space if they fail to do so. Because the landlord has the right to eviction if the tenant fails to keep up his space, we feel that before he takes it upon himself to clean up the space, he must have an agreement with the tenant, and specifically agree to a price BEFORE THE WORK IS DONE.

3. Page 2 Line 30. Removal of home if unoccupied for 90 days.

Currently, if a mobile home is unoccupied for 90 days, the landlord can require the coach be removed from the park. This is illogical. The law doesn't say, it can be removed after being unoccupied for 90 days, it only says it can be removed when sold. After it is sold there is no problem. This can be very bad for the owner of the coach, because if a buyer knows he has to move the coach, the owner usually loses the sale.

We are proposing that no coach can be forced to be removed based on the unoccupied period of time. We feel that if an owner leaves the coach unoccupied and makes no attempt to sell the coach, then it should be the landlords right to require the coach to be removed, based on the fact that a mobile home park is not a storage yard, and vacant coaches can be a hazard in the park.

Section 5. Page 2 Line 33. Change of classification of residents.

A landlord may, under the current law, change the classification of the park simply by issuing a sixty notice of a change of type of resident. Many mobile home parks have been changed to adult parks from family parks. This can be very hard on the existing families in these parks. Efforts have been made by the landlord to evict as many as 40 families at one time. Also, adult parks have made changes from younger residents to only those over 40 years of age.

See Exhibit 5B & 5A + 5-C

It is very difficult to sell the coaches when such changes are made, particularly in the case of families due to having the larger coaches, and adults do not need such large coaches.

1. (a) Pg 2, Line 38. we request that "agree to move" be deleted, rewrite as follows: The landlord may not change an existing park to an adult park or park for older persons unless all the tenants who choose to remain in the park shall be permitted to do so, or agree to move.

(b) Pg. 2 Line (b) Please rewrite as follows: If the landlord changes an existing park to a park in which certain areas are restricted to adults or older persons or to a park exclusively for adults or older persons, the landlord shall pay the cost of relocating each tenant who does not meet those restriction "unless the tenant chooses to remain in the park", if the tenant moves to an unrestricted part of the park or to



SECTION 5 Cont.d.

(b) Cont.d. a [comparable] equal standard park within 10 miles.

2. Page 2 Line 45. Please make the same changes as noted in (b) above.

SECTION 6. 2. Page 3, Line 12. Change to equal standard. Conversion Parks.

Based on the current surveys made in the mobile home parks, many are becoming unaffordable. This could result in many vacancies during the following two years, and the landlords may determine it is time to bail out. This is being experienced in California in such parks, and the landlords are forcing condo conversion type changes, which require that the tenant must purchase the space or move out. We are already beginning to experience this in Nevada. Three parks have been affected. One in Carson City and two have been considered in Las Vegas. We request that Section 6 be approved to control such a problem in Nevada, particularly where there is no limit as to the amount of rents that can be charged in this state. See Exhibit 6 & 6A

SECTION 7. Definitions. Recreation Vehicles

4. Pg. 3 Line 42. This section has been revised to include RV.s and smaller trailers wherein they are used for permanently located homes. We have several thousands of such renters of spaces, and many are elderly who have lived in these RV parks for many years. They have no protection at all. This problem exists only in older RV parks that were grandfathered when the current RV ordinances were established which limit the days that an RV can be located in such a park. These older parks operate under two hats. One as a mobile home park, and second, as an RV park, which ever suits them at the time.

SECTION 9 RENTAL AGREEMENT - LEASE. Page 4 Line 4.

Rental agreements, particularly those that call out a month to month agreement, is the one most difficult problem in rental mobile home parks. This section needs to be clarified. See Exhibit 12.

1. Landlords constantly change the items in the rental agreement through the amending of park rules. There is no difference in the context of what is considered a park rule and an agreed to item in a signed rental agreement.

2. The rental agreement is supposed to have a duration date included as to the length of the agreement. However, the eviction process in a mobile home park does not provide that the tenant can be evicted if he fails to sign a new rental agreement, or renew a new revised lease. (See Page 8 Line 32) We believe that it would be much clearer if the requirement of noting a duration of the agreement was omitted from this section, based on the following "A rental agreement or lease shall be valid for the length of the residents occupancy and may not be terminated unless the landlord and tenant agree upon the termination date, or the landlord or the tenant violate the terms of the agreement." The eviction process provides for change of land use, condemnation and other reasons for eviction. Section 15, Pg 8, Line 36, provides "The tenant's continued occupancy is on the same terms and



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and conditions as were contained in the rental agreement unless specifically agreed otherwise in writing, if a tenant remains in possession of the mobile home lot with the landlord's consent after expiration of the term of the rental agreement. The problem is: 1. The laws require that a tenant cannot be evicted without reason. The law does not specifically itemize these reasons. Yet, nothing is stated in the law that a tenant can be evicted for refusing to sign a revised rental agreement or a lease.

Based on the large investment of the mobile home owner when he places his mobile on the land of the park owner, and provides improvement at his own cost to landscape etc. the space, it is illogical and foolish to expect any normal human being to move into a park on a month to month rental agreement. This problem must be resolved because in no way is a mobile home owner a tenant as compared to an apartment renter.

Section 16, deals with much of this problem and may be referred to when considering this situation.

(j) We are requesting that the rental agreement specify the ages of the occupants and (l) and to include the restriction on all or part of the park to adult or older persons. Pg 4 Line 29 & 31. This problem also has been dealt with in Section 5 of this bill. We are asking that these items appear in the rental agreement in order when a park is changed from a family park; or from an all adult park to over 40 adult park, the existing residents cannot be forced to move from the park.

3. Since the rental agreement statute permits the landlord or the tenant to require a rental agreement and since this request can come after the the tenant has taken occupancy, we are asking that such a rental agreement must only include the terms which the landlord and tenant agreed at the time the tenant took possession.

SECTION 10. Actions that may void a rental agreement.

2. Pg 4, Line 40. It is requested that this section add any agreement to ensure that a landlord may not force a tenant to sign away his rights due to fear of eviction or of rent increases. This applies only to a rental agreement, and would exclude other documents that do the same thing.
(See Exhibit) See Exhibit 7.

SECTION 12. REFUND OF DEPOSITS.

Many parks are charging deposits when the tenant takes occupancy. If the tenant terminates the occupancy and must leave the state, he very often never receives his refund, unless he returns to the state to collect it. Since Nevada has many transient tenants, this is very lucrative for landlords who permitted to withhold the deposit for 21 days after the tenant has vacated. We are requesting that if the landlord is requiring notification of intent to vacate the space, he then must provide the vacating tenant with the refund at the time of termination.

SECTION 13 RULES AND REGULATIONS Pg. 5 Line 40.



SECTION 13 RULES AND REGULATIONS

As previously mentioned in Section 9, considerable trouble exists as to what is a rental agreement item and what can be changed by the issuing of a 30 day notice to change a ruling. We are asking that the legislator clarify the difference, by adding to Section 13, Sub Section 1, the following:

A rule or regulation adopted or changed after the tenant enters into the rental agreement is enforceable against the tenant only if it does not modify the rental agreement.

2. (d) Pg 6. Line Capital Improvements - This amendment is requesting that a landlord may not require a tenant to make capital improvement that he did not agree to when he took occupancy of his space. It also is protecting the tenant from being told to remove any capital improvement that has previously been approved, unless the landlord can show it is in the best interest of the other tenants.

(e) Pg 6 Line 8. Uniformity of park rules and regulations. One of the most inequitable practices in mobile home parks is that the landlord can set rules that the tenant can be evicted for if he fails to abide by. However, the landlord cannot be forced to enforce his own rules. He permits rules to be violated, and then if he wants to single out a particular person, he uses the violated rule throughout the park to terminate the individual as he sees fit. This statute would alleviate this problem. We sincerely urge it to be passed.

4. Pg. 6 Line 13. - Change of park rules - We do not feel that only 60 days is long enough time for a tenant to make adjustments to park rule changes. If a tenant is unable to comply with the ruling, he needs more time to move or sell his home. There is no reason why a landlord cannot give more time, unless he is capariously make such changes. We are asking for 120 days before the rule change becomes effective.

5. Pg. 6 Line 20. Recreation Park Rules. Many parks fail to give, in writing, notification of recreation rules. Therefore, they change oral rules or just posted rules whenever they wish to the inconvenience of the tenants. This is frequently done on the hours of the office, which can make it difficult for the tenant to pay rents or contact the managers.

SECTION 14. Prohibitive fees and practices by the landlords.

5. Pg. 7 Line 28. Service Charges. This law is requested to provide service charges only when and for as long as service is rendered to the tenant. It is badly abused. Exhibit 11.

6. Page 7 Line 36. Late Charges. One of the greatest abusive charges is for late charges and returned checks. Some charge as much as \$20.00 late charge and one or two dollars for each day following. We feel such charges should be moderated and request that only one late charge



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may be made for a delinquency period. See Exhibit 10A & 10B.

7. Page 7 Line 41. This has been drafted incorrectly. We would request that it be rewritten as follows: Any fee for a guest. A guest may not be required to register with the park until the guest has lived with the tenant for at least 4 weeks, at which time the guest would then be consider as an occupant of coach.

Many park do not have set limits as to how many persons may reside in the mobile home. Frequently, a park will charge for a guest, yet as an occupant there is no additional charge. This is reduntant since Page 1, Section 2, 5, Pg. 2, Line 3, has dealt with this problem almost in it's entirety.

SECTION 15 Page 7 Line 45. Prior Approval of Seller's Buyer

This law in its present form has been the most damaging of all other sections in MRS 118. Because of the space shortages and mobile home dealer's urgent need for spaces, the law has permitted great misuse of the withholding of the park manager's approval of a sellers buyer, which has resulted in causing the loss of sales, and frequently forced the loss of the tenant's investment. By withholding such approval it has forced mobile home owners to ultimately move the coach from the park thereby making spaces available to the mobile home dealers. If the landlord is in the business of selling mobile homes, it permits the denying of the seller's buyer, until the seller permits the landlord to sell the coach and earn the commission.

This statute currently states "cannot unreasonably deny the seller's buyer" When a tenant believed that the denial was unreasonable and took the case to the District Attorney's Office, he was told they could not enforce the statute because of the wording unreasonably. We urgently request that our proposed amendment be approved so when such oppresions exist, we can take action without being refused because of the wording.

2. (b) Page 8 Line 9. (See Section 4, Sub-Section 3. Pg. 2 Line 39.)
This has already been covered.

SECTION 16. Pg. 8 Line 10. Evictions - Termination Process.

3. Pg. 8 - Line 32. The sub section should be considered when considering the rental agreements for mobile home owners. We are recommending the wording be amended to read as follows:

"A rental agreement or lease is valid for the length of the residents occupancy and may not be terminated unless the landlord and tenant agrees upon the termination date, or the landlord or the tenant violates the terms of the agreement. The tenant's continued occupancy is on the same terms and conditions as were contained in the rental agreement unless specifically agreed other wise in writing."



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SECTION 17. Termination Process. Pg. 9 Line 2.

2. Pg. 8 Line 2. The warning notice to the tenant to cure a violation in the park, does not specify it must be in writing. This has caused problems in the court. We recommend Line 2, be amended to read: Receiving written notification of non compliance or violation.

SECTION 18. Retaliatory Actions. Page 9 Line 18

This section protects the mobile home owners when they seek protection from violations imposed by park management. If, following such action, the management chooses to take retaliatory action against the tenant this section prevents it. However, this does not stop willful harassment of a tenant or group of tenants by being singled out for non uniform enforcement of sometimes petty, violations, or issuing extreme oppressive park rules and regulations. See Exhibit 1-B. 8-A 8-B

SECTION 19. Unfit for Occupancy. Page 9 47 Line

This statute was legislated to encourage management to properly maintain park utilities lines which have been a very sore spot in mobile home parks with master meters. The law allows a day's rent rebate for each day out of service after 48 hours. However, we are having difficulties obtaining the authorized rebate due to the landlord threatening the tenants with eviction if they fail to pay the full months rent and not hold out the amount due for the rebate. The landlords are using the reason that there is no definition for what defines "unfit for occupancy". We are requesting that this definition be placed in the law to clarify this problem. See Exhibit 9.

Tropicana Village West Corporation

dba West Valley Mobile Home Park

6300 W. Tropicana Avenue

Las Vegas, Nevada 89103

Phone: (702) 876-4778 or (702) 876-4779

Date: April 1, 1981

Nuisance Warning

To: Jackie Anglin

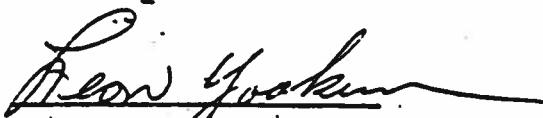
Occupant of Space #: 42

On the 31st day of March, 1981 you were witnessed by the parties listed below committing the following nuisance at West Valley Mobile Home Park, which is a violation of your contractual obligation under your rental agreement with our Company to abide by the park's rules and regulations, which preclude nuisance occurrences from being allowed:

passing out notices door to door. See third amendment to rules and regulations, April 23, 1980, attached.

If the above described nuisance occurs again, or if you insist on engaging in any other kind of nuisance at our mobile home park, you will cause us to terminate your tenancy at our park and have you forcibly evicted from the park by the local sheriff, if it is found necessary to do so. We hope this warning is taken seriously by you and that no future nuisances ever occur.

Respectfully yours,


Park Manager

Witnesses to nuisance: _____

Date Notice ^{mailed} ~~delivered~~ to Violator: 4-2-81 Time Delivered: _____

Delivered By: Mail

04/02-1981

1433

TROPICANA VILLAGE WEST COMPANY
dba WEST VALLEY ADULT
MOBILE HOME PARK
6300 W. Tropicana Avenue
Las Vegas, Nevada 89103

Phone: (702) 876-4778

Third Amendment To The Rules & Regulations. This Amendment Becomes Effective 4/23/80.

Notices & Handbills: The distribution of any notices, handbills or the like by tenants, visitors, or any outsiders whereby they are placed on the exterior of mailboxes, on coaches, or on any other property throughout the park is hereby prohibited. Those wishing to make such distributions, so long as they are not soliciting from the tenants and/or invading their privacy, may do so only if they use the mail system, which requires going through the post office and paying appropriate postage. Notices and handbills not properly posted may not be placed inside the mailboxes since this is in violation of Federal law.

Approved By:

[Signature]
Managing General Partner
Tropicana Village West Co.
dba West Valley Adult
Mobile Home Park

LAW OFFICES
DICKERSON, MILES, PICO & MITCHELL
630 SOUTH THIRD STREET
LAS VEGAS, NEVADA 89101

AREA CODE 702
TELEPHONE
362-9191

GEORGE M. DICKERSON
CHARLES H. MILES, JR.
JAMES F. PICO
BERT O. MITCHELL

ROBERT P. DICKERSON
ELEISSA C. LAVELLE

FILE NO:

April 16, 1981

Ms. Jackie Anglin
6300 West Tropicana Avenue
Space No. 42
Las Vegas, Nevada 89103

Dear Ms. Anglin:

This office represents your landlord, Tropicana Village West Company, d/b/a West Valley Mobile Home Park. We have been advised that you were served with a nuisance warning for passing out literature door-to-door in violation of the park rules and regulations. We are further advised that you responded by providing the park manager with a copy of a letter from former Deputy District Attorney, Vincent Laubauch, written May 2, 1980, concerning NRS 118.300 which prohibits retaliatory conduct by a landlord.

Please be advised that the prohibition against the door-to-door distribution of literature and other materials is not, in any way, a retaliatory measure.

This rule, consistent with the provisions of NRS 118.260, was adopted in good faith and not for the purpose of evading any obligation of your landlord arising under the law. It is uniformly enforced against all tenants in the park and is certainly not directed merely against you or your organization.

Certainly, you can appreciate the rationale of preventing the unfettered distribution of materials throughout the park by any individual, business or organization which chooses to do so.

It is our sincere hope that you will appreciate the necessity, and the benefit of such a rule and that this will not be a problem in the future. Continued violation of this rule will, regrettably, necessitate the termination of your tenancy.

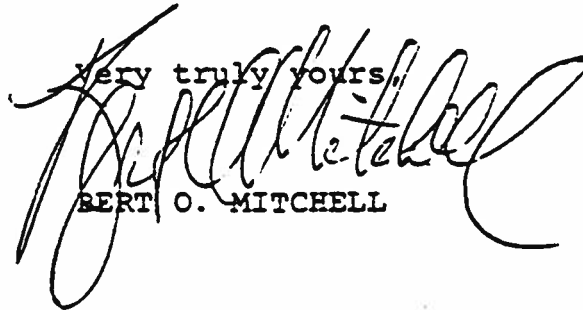
1435

LAW OFFICES
DICKERSON, MILES, PICO & MITCHELL

Ms. Jackie Anglin
April 16, 1981
Page Two

If you have any questions concerning this matter, please do not hesitate to contact the undersigned, or park management at your convenience.

Very truly yours,

A large, stylized handwritten signature in black ink, appearing to read 'Bert O. Mitchell', is written over the typed name.

BERT O. MITCHELL

BOM:ckg
cc: Mr. Paul King
Mr. Leon Yoakum

RAY H. DAINES
Mayor

RAYMOND D. SCHWEITZER
City Manager



Councilmen
MARY J. KINCAID
JAMES K. SEASTRAND
BRENDA J. PRICE
THERON H. GOYNES

City of North Las Vegas

2200 Civic Center Drive • P.O. Box 4086
NORTH LAS VEGAS, NEVADA 89030
Telephone 649-5811

October 9, 1979

Joseph F. Sanson Investment Co.
301 N. 28th Street
Las Vegas, Nevada 89101

RE: Aloha Mobile Home Court

Gentlemen:

It has been brought to my attention by a number of the tenants at the Aloha Mobile Court that your Company is refusing to accept cash as rent payment.

I can see where there might be certain safety reasons why you would not want to accept cash, but it is my obligation to inform you that under the laws of the United States, cash is legal tender and must be accepted when tendered for the payment of any debt or obligation.

I trust that you will communicate this information to your manager.

Very truly yours,


GEORGE E. FRANKLIN
CITY ATTORNEY

GEF/dld

Payment by check

1437
EXHIBIT 2

16. VISITING CHILDREN:

Children must be supervised and accompanied by an adult at all times while in the park. They shall not play upon other spaces or on park streets. Adult tenants will be responsible for their acts and should they throw objects onto park streets, the tenant must clean the street to its former condition.

✓ ~~Visiting for children shall be limited to three days, unless other arrangements are made with management. No children are allowed in the laundry areas.~~

17. RESPONSIBILITY AND LIABILITY:

Owners or the management are not liable nor responsible for loss due to any tenants violation of any law or ordinance of city, county, state or other local authority.

Owners or management are not responsible for loss, damage or claims for damage to property of tenant due to fire, theft, accident or any other cause.

Owners or management are not responsible for damage or accidents, whether it be the tenant, any member of tenants family, tenant's guests or any other tenants personal property, and tenant hereby agrees to hold the owners, their agent, employees or their management free from all claims from any damage from any cause whatsoever.

18. RIGHTS OF MANAGEMENT:

Management reserves the right of final interpretation of these Regulations and Codes of Conduct, should any conflict or dispute arise.

The management reserves the right to enter upon the resident's space for the purpose of inspection, work, maintenance, or for any other reason deemed necessary.

X Three written notices of failure to comply with park rules and regulations will result in termination of residency.

These park rules and regulations cancel and supersede any previous rules published and circulated and they may be changed at any time when, in the judgment of management, such changes would further the safety and general welfare of the park residents.

11/1/74

Exhibit 3

SIERRA MOBILE PARK

16. ALL POSTED RULES AND NOTICES, SPEED LIMITS ETC. ARE PART OF THESE RULES AND REGULATIONS, AND ARE INCORPORATED HEREIN BY REFERENCE. PARK MANAGEMENT RESERVES THE RIGHT TO ADD TO OR MODIFY THE RULES AND REGULATIONS AT RANCHO VEGAS AS IT DEEMS NECESSARY.

17. WOODEN BARK IS NOT TO BE USED AS A GROUND COVER. ALL LOTS MUST HAVE SCALLOPED EDGES.

18. RESIDENTS SHALL NOT PLAY RADIOS, T.V. SETS, STEREO, OR MAKE NOISE AT ANY TIME IN SUCH A MANNER AS TO DISTURB OR ANNOY OTHER TENANTS DISTURBING THE PEACE, PROPANITY, INDECENCY, OR DRUCKENESS WILL NOT BE TOLERATED. C.B. ANTENNAS ARE NOT PERMITTED. T.V. ANTENNAS MUST BE PLACED ON THE RIGHT REAR OF THE COACH, NOT TO EXCEED FOUR (4) FEET.

19. EACH RESIDENT IS RESPONSIBLE FOR THE PROTECTION OF THEIR OWN WATER AND SEWER LINES AGAINST FREEZING AND OTHER CAUSES.

20. THE PARK IS NOT RESPONSIBLE FOR INJURY OR LOSS TO RESIDENTS OR THEIR GUESTS DUE TO FIRE, THEFT, ACCIDENT, OR NATURAL CAUSES.

21. SECURITY DEPOSITS WILL BE REFUNDED IF ALL THE FOLLOWING OCCURE. ALL RENT HAS BEEN PAID, THIRTY (30) DAY WRITTEN NOTICE HAS BEEN GIVEN, THE LOT IS LEFT CLEAN AND FREE OF LITTER AND DEBRIS.

22. TRASH MUST BE PLACED IN APPROPRIATE CONTAINERS AND SO SITUATED ON EACH SPACE AS NOT TO BE VISIBLE FROM THE STREET. CONTAINERS ARE TO BE PLACED AT THE CURB, ON SUNDAY AND WEDNESDAY EVENINGS.

23. VISITORS AND GUESTS MUST REGISTER AT THE OFFICE AND MAY STAY FOR A PERIOD NOT TO EXCEED TWO (2) WEEKS.

24. IF RESIDENT OR RANCHO VEGAS FINDS CAUSE TO EMPLOY AN ATTORNEY, TO ENFORCE THE RENTAL LEASE AGREEMENT OR THE RULES AND REGULATIONS OF THE PARK, THE PREVAILING PARTY SHALL BE ENTITLED TO RECOVER REASONABLE ATTORNEY FEES AND COURT COSTS.

25. RESIDENT ACKNOWLEDGES RECEIPT OF A COPY OF THE STATE OF NEVADA STATUTES, THE RULES AND REGULATIONS OF THE PARK, AND A COPY OF THE RENTAL LEASE AGREEMENT AND DEPOSIT RECEIPT. RESIDENT AGREES TO ABIDE BY, AND CONFORM WITH EACH AND ALL THE PRESENT RULES AND ALL FUTURE RULES PURSUANT TO THE STATE OF NEVADA.

26. BY SIGNING THIS COPY OF THE RULES AND REGULATIONS, OF RANCHO VEGAS I OR WE, UNDERSTAND THAT THIS IS AN ADULT PARK. AS OF THIS DATE 1-12-81 NO ONE UNDER THE AGE OF TWENTY FIVE (25) WILL BE PERMITTED TO BUY INTO, BRING INTO OR RESIDE IN THIS PARK.

27. AS OF JANUARY 12, 1981 THESE RULES AND REGULATIONS HAVE BEEN CLARIFIED AND MODIFIED.

EXHIBIT 3 A

Exhibit 3-a

Grant 1439

fifth, unless other arrangements have been made in writing with Management. This charge will be applied to cover Management's costs for additional accounting and collection expenses. Additionally, a handling charge will be required for all checks returned by the bank due to insufficient funds in the tenant's account or for any other reason. A rent statement itemizing all charges, including gas and electricity, will be furnished each tenant prior to the first day of each month.

B. No waiver by Management of its right to enforce any rent provision hereof after any default on the part of a tenant shall be deemed a waiver of Management's right to enforce its rights upon any further or other default by the tenant in connection with the payment of rent. Furthermore, the acceptance of rent under the lease agreement shall not constitute a waiver of any breach of any Rule, Regulation or any covenant of the lease nor shall it reinstate, continue or extend the term of the party's lease or affect any notice, demand or suit hereunder.

5. LOT MAINTENANCE:

A. In order to protect our mutual investment tenants are required to maintain their space and mobile home in a clean, attractive and well-kept fashion. Tenants may have two (2) fifty (50) square foot storage cabinets to store matters such as excess building materials, equipment, tools, furniture, trash cans, etc. If a tenant has an item that cannot be adequately stored in the storage area, it must be removed from the Park. Additionally, tenants are expressly prohibited from storing anything other than wheels and hitches under the mobile home.

B. To protect all property, and also to save the tenant costs, Management must give written approval of all work to be done by contractors in the Park. Upon request Management will furnish tenants the names and telephone numbers of contractors whose work has been satisfactory to other tenants for the tenant to deal with directly.

C. Oil dripping and damage to pavement must be repaired and cleared by tenant immediately at his cost.

D. Management may enter the rented premises for the purpose of inspecting same and to do any work in connection with maintenance and repair of said premises and the cost of such maintenance or repairs occasioned by neglect or misuse of such property shall be paid by the tenant.

E. Tenant waives all rights to make repairs or improvements to Lot at Management's expense. All alterations, improvements and changes shall be done either by or under the direction of Management but at the cost of the tenant, and shall at once become a part of the realty and belong to Management and shall remain upon and be surrendered with the Lot provided that at Management's option, tenant shall, at its expense when surrendering the Lot, remove all such alterations, additions or improvements installed by tenant, and tenant shall repair any damage to the premises caused by the removal.

6. LANDSCAPING:

A. All tenants are required to landscape their space in a clean, attractive and well-kept fashion to the satisfaction of Management. Approval not to be unreasonably withheld. Management encourages everybody to be as original and elaborate as they wish as far as lawn, flowers and shrubs are concerned, but installation of any trees or any concrete, masonry or ground cover (including rock, woodchips, bark, etc.) must be approved by Management beforehand. Tenants must check with Management before digging or driving rods or stakes in the ground as they might damage underground wiring, utility wires or plumbing. Tenant shall bear the cost of repairs to any utilities damaged by tenant.

B. Small vegetable gardens are permissible in the rear of the lot. Tenant must check with Management to determine whether the vegetables or plants they intend to plant are permissible as several varieties of vegetables and plants that may infringe on neighbors' property are expressly prohibited. Management expressly prohibits the use of any manures or odorous chemical fertilizers.

C. Most tenants will want to get the landscaping in as soon as possible, but for the benefit of those who want to put in their own, and have only a day or so a week to work at it, for completion Management has set a time limit of 90 days from the date of moving in the mobile home. If for any valid reason the tenant cannot complete the landscaping within said period he must obtain a written extension from Management.

D. All landscaping improvements shall at once become a part of the realty and belong to Management and shall remain upon and be surrendered with the Lot provided that at Management's option, tenant, at his expense when surrendering the Lot, shall remove all such landscaping planted by tenant, and tenant shall repair any damage to the premises caused by the removal.

7. LOT AND USAGE:

A. Management does not allow fences, except where permitted and approved for pet enclosures. When approved for pet enclosures they must be maintained in a state of good repair.

B. No commercial enterprises are allowed to be conducted in the Park without prior written consent of Management. No peddling, or solicitations are permitted at any time. No "For Sale" signs or other advertising is permitted on the mobile home or space. A tenant wishing to advertise can do so on the bulletin boards and Park Management will gladly refer inquiries to him.

C. The repair, maintenance, construction or washing of a motor vehicle on a lot is expressly prohibited except in emergencies. The Park has a special designated area set up for washing motor vehicles.

D. A tenant is permitted to wash and make minor repairs to the mobile home. However, major repairs and painting can

EXHIBIT 4 A



MOBILEHOME OWNERS LEAGUE OF THE SILVER STATE, INC.

POST OFFICE BOX 42326
LAS VEGAS, NEVADA 89104
TELEPHONE (702) 873-9896

SPACE 136 OCCUPIED 1 YEAR LA JOLLA ADULT PARK RENTAL PARK

Basic Coach Price	\$13,895.00
Add ons at Factory	4,410.00
Set Up in Park	800.00
Air Conditioning	1,400.00
	<hr/>
	\$20,505.00

IMPROVEMENTS

Coach Skirting & Awnings	\$ 3,000.00
Patio Cement & Carport Ext.	644.83
Shed and Cement Base	263.89
Sidewalk Real Caoch	52.22
Wrought Iron Steps Ft & Rear	547.65
Stepping Stones	45.40
Ruffled Edging	62.96
Cement filling	26.22
Lumber - Walkway and Gard. Plot.	169.15
Pipe - Wire	71.64
Paint & Stain	41.55
Nursery Plant, Plastic, Manu.	
Compost et.	257.00
Shelving	38.77
Landscaping rocks	140.00
	<hr/>
	\$5,738.28

COSTS AFTER TAKE POSSESSION OF SITE.

RANCHO VEGAS
825 North Lamb Boulevard
Las Vegas, Nevada 89110

August 1, 1980

Dear Tenant:

While there has been some controversy over our decision to complete the conversion from family park to adult park, we remain firm in our resolve to do so. This procedure is entirely within our rights as a landowner and, for reasons we have stated many times, also entirely justifiable.

However, we have become concerned that we acted hastily in setting the deadline to move as early as September 1, 1980. The thinking, of course, was to have all the moving completed prior to the start of the new school year.

Now it appears it would be beneficial to many of our family tenants to have more time to arrange to sell their coach and/or resolve other details. For that reason, any family tenant who agrees to move from the park by June, 1981 or prior to that date without need of any legal action and will abide by the other park rules and regulations, may remain in Rancho Vegas until June of 1981.

We hope the extra time will be valuable to our family tenants.

Sincerely,



William J. Hamrick

WJH:cb

AGREED _____

Space No. _____

Kensington Manor Mobile Home Park

September 1, 1977

To All Residents:

This is to inform all residents, that as of November 1, 1977 Kensington Manor will no longer accept children under the age of 18 as residents.

This will not involve those already in the park nor those yet to be concieved of residents. Buyers of homes in the park must have approval of the management prior to sale.

In other words, as of November 1, 1977, Kensington Manor will be considered an adult park.

All other rules and regulations will remain the same until written notice is given that they have been changed.

The Management
Hardage Corporation

There will be absolutely no "on street parking" at any time. Cars in continuous violation will be towed away at owners expense.

~~SEP~~

Hardage Enterprises

125 North Market Street / Wichita, Kansas 67202 / (316) 262-0601

May 23, 1980

Dear Tenant:

As you know, Rancho Vegas is an adult park. By that we mean for the past three years no new children have been allowed to move into the park. By attrition, over this period the number of children residing in the park has been dramatically reduced.

The past year has seen, for many reasons, a tremendous increase in the quality of life in the park. However, as we have fewer and fewer children, it becomes a less desirable place for families to live and grow.. In order to cleanly complete the conversion from family park to adult park, we have decided to set a final deadline for all families with children under the age of 18 to leave the park. That deadline will be September 1, 1980.

There are homes and spaces available in Las Vegas in some very nice family parks. These will provide a much more suitable environment for children; therefore, the families will be much happier. If you should have any questions on this matter, please contact the manager in the park office.

Sincerely,

Wm. J. Hamrick

William J. Hamrick
Vice President

WJH:cb

EXHIBIT ~~5-2~~ 5-2

1444

Families Protest Evictions

By RICHARD CORNETT
Times Staff Writer

As many as 50 families in Rancho Vegas Mobile Home Park are battling attempts by owners to convert to an all adult park in September.

The Las Vegas Mobile Home Mediation Board, established by legislators earlier this year to hear such complaints, is scheduled to hear the case, its first, next month.

"But the trouble with the mediation board is that it can only make recommendations. It cannot enforce them," said Michelle Carter, spearheading the fight against the owners.

"There's a good chance the case will go into court," she said.

Carter, who has two children, said the all-adult concept "discriminates" against families with children. There's only 2,000 spaces in

Clark County which allow children, compared to 17,000 which allow adults only," she said.

Carter said families recently received a letter from the park owners, Hardage Enterprises, Wichita, Kan., informing them they had to move by September.

"It costs about \$3,000 to move our coaches. We just don't have the money."

Carter said that owners first made known their wishes to convert to all adult in November, 1977. "We were told that families with children already in the park would not be affected," she said.

She said that since that time families with children have been "harassed" by park managers in the form of four rent increases and demands for improvements on individual coaches.

She said park manager

Doug Ferguson applied for a dealership license to sell coaches for tenants who could not afford to move the homes. The park is located at 825 N. Lamb Blvd.

"He wants to make a fat commission by selling our homes out from underneath us," she claimed. "We stepped in and stopped him and now he's trying to set up a dealership outside the park."

Ferguson was unavailable for comment Saturday.

Carter said that from 45 to 50 families have filled out letters of complaints which were sent to the mediation board.

She said her movement is supported by the Mobile Home Owners League of the Silver State and Las Vegas attorney Charles Waterman has been retained to present the case to the mediation board.

LAS VEGAS, NEVADA, THURSDAY, JULY 24, 1980

Mobile Home Resider Park Evictio

BY LAURA HINTON LYON
(SUN Staff Writer)

Bitter and enraged, parents living in Rancho Vegas Mobile Home Park crowded into a city hall courtroom Wednesday night to protest the mass eviction of their families as of Sept. 1.

They appeared before the Las Vegas Mobile Home Mediation Board, charging that the move to make the park at 825 N. Lamb Blvd. into an all-adult community was "discriminatory" and "inhuman" to families with investments at stake, who had grown to like their schools and neighborhood.

One by one, parents among the 40-odd families served eviction notices in June complained that they didn't have the money to move their homes, and that very few parks allowed residents with children.

The seven-member board, limited in its power, voted unanimously to ask the park owner to pay tenant moving costs. It also requested the deputy city attorney who advises the board to propose an ordinance outlawing family evictions in the future.

Neither the owner of the mobile home park,

ploded a bomb in the parking lot, walters, bartenders and bellhops, and the city's main

EXHIBIT 5 - 5

EXHIBIT 5 - 5

Barclay Hollander

May 25, 1979

Mr. Robert Creon
54 Coronet Way
Carson City, Nv 89701

Dear Mr. Creon:

Our resident managers have brought to my attention the need for a communication from this office relative to our future plans for the operation of Country Club Estates. Many of you may recall that the property was re-acquired by us in early 1978 from the previous operators of the property, who had purchased it from us several years earlier.

After considering the various alternatives available to us as the new owners, we have embarked upon a program to expand the size of the mobile home park by constructing additional spaces and re-designing the existing spaces. To accomplish this goal, we are planning a condominium mobile home park, preferably an all-adult facility if the laws of the State of Nevada permit.

While we are not yet able to set forth further details, we can say that you, as a current occupant will be offered a priority opportunity to purchase a space in the park, if your coach meets the standards of quality which will be required for owners of spaces in the Country Club Estates mobile home park.

In the meantime, we do require prior approval of a prospective buyer who is purchasing your coach in place, if such buyer desires to remain as an occupant in the park. You should notify your prospective buyer of this requirement and also notify such buyer of the contents of this communication. Our policy will be to notify them ourselves before we enter into a new rental agreement so as to avoid any misunderstandings on their part. In the meanwhile, we ask each of you to be assured that we will continue to be considerate and aware of your rights as a tenant in our mobile home park as they relate to your day-to-day and continuing occupancy.

In order to give you ample opportunity to make other arrangements if you desire, we have estimated that our development will take approximately one year before the condominium mobile home park is ready to be sold.

Exhibit 6

6.

Barclay Hollander Corporation

May 25, 1979
Page 2

From our point of view we must be prepared to proceed at that time, so you are hereby notified that your present tenancy in Country Club Estates will terminate on May 31, 1980. We trust that we shall have available for you the details of our future plans long before that date.

Please contact Bill Langmade at (213) 776-5580 with any questions you have relating to this notice.

Sincerely,

BARCLAY HOLLANDER CORPORATION
By: Southwest Environments, Inc.,
Its Attorney in Fact


William G. Langmade
Project Manager

WGL: CW

Barclay Hollander Corporation

RECEIPT OF CREDIT

The undersigned, _____, being a tenant of the Eldorado Mobile Home Park, hereby acknowledges a credit of \$ _____ to be applied by the management against the rent for the month of June, 1980, which is in full satisfaction of any rights that the tenant may have against the Eldorado Mobile Home Park on account of the unanticipated gas line breakdown which occurred between May 12 and May 31, 1980.

DATED: _____



MOBILEHOME OWNERS LEAGUE OF THE SILVER STATE, INC.

'A Non Profit Organization'
POST OFFICE BOX 42326
LAS VEGAS, NEVADA 89104
TELEPHONE (702) 873-9896

1977
Harsh Tactics

Whoever signed "A Pat On The Back" (in the June 8 Letters) must be one of the known pets of this "irate or bad manager" in Sunrise Oaks Mobile Home Community. Let's give two sides to the two faces of this particular manager, who uses the following to run the community — or more specifically, a walled-in war camp:

- Letters to tenants stating they must attend an imperative meeting with him.

- If they don't attend this meeting, a letter threatening eviction follows.

- If they do attend, they are denied witnesses to anything the manager says. They are found guilty and punished without any rebuttal, and they are denied freedom of speech if they disagree with him. Punishment is denial of recreational facilities, an illegal practice.

This manager wastes Metro's time and taxpayers' money by constantly calling Metro trying to have tenants or their guests arrested. This particular manager also harasses the young people in the community, along with the "in-park security" which is composed of his pets. He finally did his "irate or lead" thing May 4, when he punched out a 19-year-old, breaking his teeth, while two "pets" held his arms behind his back.

This manager may be irate, bad or concerned, according to one's opinion, but in my three-hour meeting with the owner of Sunrise Oaks April 25, both of our opinions were the same — the manager is a Dr. Jekyll and Mr. Hyde. (The owner was supposed to straighten things out.)

This manager has no compassion for humans in general and hopefully in court July 11...the justice he deserves will prevail.

My file is filled with his garbage tactics and documented with his letters, and the 19-year-old he punched out is my son.

SEDEL LITTLE

6.6 Park Chapter President

Eldorado

Adult Mobile Home Park
4525 W. Twain
Las Vegas, Nevada 89103
702/876-1720



**ADULT MOBILE
HOME COMMUNITY**
5 Star Specifications

Club House • Heated Swimming Pool
Whirlpool • Saunas • Billiards Room
Card Room • Tennis Courts • Wide Streets

March 30, 1981

NOTICE TO TENANTS REGARDING INCREASE
IN SPACE RENTALS

Dear Tenant:

It has come to our attention that the increase in Space Rental Fees effective March 1, 1981, may be void for failure to fully comply with the requirements of the Nevada Revised Statutes. ACCORDINGLY THE MARCH 1, 1981, SPACE RENTAL INCREASE IS HEREBY RESCINDED.

Unfortunately, the reasons which necessitated the March 1, 1981, increase in space rental fees still exist.

EFFECTIVE JUNE 1, 1981, THE NEW RENT SCHEDULE SHALL BE AS FOLLOWS:

FORMER SPACE RENTALS

\$130.68
\$142.56
\$154.44

INCREASED SPACE RENTALS

\$180.00
\$190.00
\$200.00

In accordance with the Provisions of N.R.S. 118.165, the below listed figures set forth the amount which represents Property Taxes paid by the Management of Eldorado Mobile Home Estates:

SPACE SIZE

12' Single Wide
14' Single Wide
20' Double Wide
24' Double Wide

APPORTIONED PROPERTY TAX

\$1.72 per month
\$1.80 per month
\$2.06 per month
\$2.23 per month

1450

Exhibit T

EXHIBIT 8-A

154,44
28.44

€ Vicky €
876-4973

15
60
\$900

14256
2622

130.68
24.05

56th month

Dear Tenant:

The management of the Eldorado Mobile Home Park wishes to thank you for your cooperation and forbearance during the unanticipated gas line breakdown. The management will do everything possible to implement an improvement program to bring the park up to the new standards required by the county, state and federal authorities.

Recognizing the fact that there have been some restrictions on your comfort during this period, the management is making the following adjustment on your current month's rent: You will receive a 30% reduction on your daily rental rate for the 19 days that you were without gas, May 12 through May 31, 1980.

There will be some additional inconvenience during the reconstruction phase and during this period we will appreciate your continuing cooperation.

ELDORADO MOBILE HOME PARK
MANAGEMENT

Atty John Peter Lee Valley Bank Bldg
Office 382-4044 a-11

10th
7th
notice to vacate

\$ 209
wk
383-1208 Cindy Reage
876-2195 home

Exhibit # 9

October 8, 1980

Dear Resident:

According to Article 14 of your Rental Agreement, "Tenant shall maintain and clean all patios, lawns, yards, and other areas which are reserved for tenant's private use: Garbage shall be disposed of only in appropriate receptacles: Tenant shall keep premises in a clean and sanitary condition and shall comply with all state and local laws requiring tenants to maintain rented premises." Also Article 10 of Rental Agreement states, "Tenant agrees to reimburse lessor immediately for any loss, property damage or cost of repairs or service (including plumbing trouble or doors left open) caused by acts or neglect of tenants or his agents, family or guests. At lessors option such charges shall be regarded as additional rent to be paid no later than the monthly payme nt date next following such repairs:" If yards and surrounding areas are not maintained by resident the service will be performed by Lessor. A charge of twenty five dollars (\$25.00) will be added to resident's monthly rental payment and late charges of five dollars (\$5.00) per day will be levied accordingly.

We have received notice from the Clark County Health District stating that each space at Aloha Vegas Trailer Park must obtain and keep two garbage cans with lids. The schedule for pick up by Silver State Disposal Service is on Tuesday and Friday mornings. You are required to set garbage cans near the street on these mornings. Failure to comply with these requirements will result in a fine determined by the Management.

Thank you for your consideration and cooperation.

Sincerely,

Cheryl Montgomery

Cheryl Montgomery
Property Manager
Aloha Vegas Trailer Park

*Late Charge
abuse*

10
Exhibit 10A

1452

8. NO CHANGES MAY BE MADE TO ANY MOBILE HOME SITE, WITHOUT THE PERMISSION OF THE PARK MANAGEMENT. NO TIN OR ALUMINUM FOIL IN ANY WINDOWS.

9. SPACE RENT IS ON A MONTH TO MONTH BASIS. ALL RENTS ARE DUE AND PAYABLE IN ADVANCE ON THE FIRST DAY OF THE MONTH. (CHECK OR MONEY ORDER ONLY) NO CASH, PLEASE. RENTS NOT PAID BY THE FIFTH OF THE MONTH (5th) ARE SUBJECT TO A TWENTY (20) DOLLAR LATE CHARGE. A FEE OF TEN (10) DOLLARS WILL BE CHARGED FOR ALL RETURNED CHECKS FROM THE BANK. IF A CHECK HAS BEEN RETURNED ANOTHER CHECK WILL NOT BE ACCEPTED. A MONEY ORDER OR CASHIERS CHECK ONLY.

10. RE-SALE OF RESIDENTS MOBILE HOME WITHIN THE PARK (IF THE HOME IS TO REMAIN IN THE PARK) MUST BE DISCUSSED WITH THE MANAGER PRIOR TO ACCEPTANCY OF THE NEW OWNER. MANAGEMENT RESERVES THE RIGHT TO ACCEPT OR REJECT ANY NEW OWNER OR TENNENT THAT DOES NOT QUALIFY REGARDING TO CHARACTOR, CREDIT OR THE RULES AND REGULATIONS SET FORTH IN THIS PARK. RESIDENTS MAY NOT SUB-LET, RENT OR LEASE THEIR HOMES TO ANY OTHER PERSONS AT ANY TIME.. THIS SHALL BE CAUSEFOR IMMEDIATE TERMINATION OF TENNENCY.

11.. THE SPEED LIMIT IS TEN (10) MILES PER HOUR.. SPEEDING WILL NOT BE TOLERATED IN THE PARK.. PARKING IN THE STREET IS FORBIDDEN. (CITY AND FIRE ORDINANCE) ANY AND ALL VEHICLES PARKED IN THE STREET WILL BE TOWED AWAY AT THE OWNERS EXPENSE. PARKING IS ONLY PERMITTED ON THE DRIVEWAY SIDE OF THE COACH. PARKING IS NOT PERMITTED ON THE PATIO SIDE, BEHIND THE COACH OR IN THE FRONT ON THE LANDSCAPING. PARKING IN FRONT OF THE CLUB HOUSE IS FOR LAUNDRY USE, OFFICE BUSINESS, ETC. GUEST PARKING IS IN THE BACK OF THE CLUB HOUSE AND ON THE FAR SIDE. TENNENTS ARE NOT TO BE PARKED IN THIS AREA. NO CHANGING OF OIL, OR REPAIRS OF ANY KIND, EXCEPT CHANGING OF A TIRE IN AN EMERGENCY, WILL BE ALLOWED IN THE PARK. MOTOR CYCLES ARE NOT PERMITTED TO OPERATE WITHIN THE PARK WITHOUT THE WRITTEN PERMISSION OF THE PARK MANAGEMENT. (NO DIRT BIKES ARE ALLOWED TO BE RIDDEN AT ANY TIME IN THE PARK) NO IN-OPERATIVE VEHICLES ARE ALLOWED TO BE IN THE PARK.

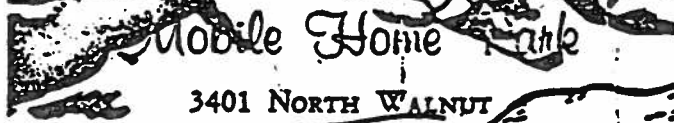
12. RECREATIONAL FACILITIES, INCLUDING THE LAUNDRY ROOM ARE FOR THE EXCLUSIVE USE OF THE TENNENTS AND THERE GUESTS... ALL GUESTS MUST BE ACCOMPANIED BY THERESIDENT TENNENT. EQUIPMENT AND FACILITIES ARE AT THE RESIDENTS DISPOSAL, AND SHALL BE USFD AT THERE OWN RISK. ALL PERSONS SHALL BE FULLY ATTIREDBEFOR ENTERING THE CLUB HOUSE. FOOT WEAR IS REQUIRED AND OTHER ATTIRE SHALL BE APPPOIATF AND IN GOOD TASTE AT ALL TIMES.. RESIDENTS SHALL BE RESPONSIBLE FOR ANY DAMAGES INCURED BY THEMSELVES OR THERE GUESTS. THE LAUNDRY ROOM IS TO REMAIN LOCKED AT ALL TIMES. A KEY MAY BE OBTAINED AT THE OFFICE. THERE IS A CHARGE OF SIX(6) DOLLARS, WHICH IS REFUNDABLE.

13. (POOL) THE POOL HOURS ARE POSTED AT THE POOL. POOL HOURS AND CLUB HOUSE HOURS ARE AT THE DESCRETION OF THE MANAGER. NO ONE UNDER THE AGE OF EIGHTEEN (18) WILL BE ALLOWED IN THE POOL WITHOUT THE REGISTERED ADULT TENNENT. ONLY TWO GUESTS PER TENNENT. ONLY REGULATION SWIM SUITS WILL BE ALLOWED NO CUT OFF'S OR STREET CLOTHES WILL BE ALLOWED IN THE POOLAREA. NO SUN TAN OIL, GLASS OF ANY KIND, FOOD OR DRINK (ALCOHOLIC BEVERAGES) ETC... SWIMMERS ARE REQUIRED TO SHOWER BEFOR ENTERING THE POOL. RESTROOM;S MAY BE REACHED BY GOING THROUGH THE LAUNDRY ROOM. SWIM SUITS ARE NOT ALLOWED IN THE CLUB HOUSE. (NO BARE FEET) SAFETY ROPE MUST NOT E REMOVED AT ANY TIME. (CITY ORDINANCE)

14. NO COMMERCILL BUSINESS IS TO BE CONDUCTED IN THE PARK.

15. NO CLOTHES LINES ARE PERMITTED, OR DRYING OF CLOTHES ANYWHERE OUTSIDE OF THE COACH.

Golden Valley Acres Ltd.



3401 NORTH WALNUT

LAS VEGAS, NEVADA 89110

Exhibit 11

May 1, 1979

Dear Tenant:

After exerting every possible effort and exploring every avenue in an attempt to have each individual tenant maintain their yards in a neat and orderly manner, our efforts have failed, therefore, a rent increase of \$20.00 per space per month will become effective July 1, 1979.

When the rent increase becomes effective, Golden Valley Acres will maintain every yard in the park, which includes daily cleaning of the yards of trash and rubbish, in an all out effort to improve the entire park.

We regret that this rent increase is necessary, however, we have no alternative, as all of our prior requests have gone unheeded.

All other park rules will be strictly enforced. Anyone not adhering to these rules will be evicted.

Sincerely,

Rusty
Management

*you will receive a 20⁰⁰ Rebate
Each month, your landscaping is
Existant and yard is always trash free*

711 H. League Gate Rusty Parks Mng. Service Ctr.

This is an increase to all tenant's but the manager states he will return ¹⁴⁵⁴ the \$20.00 to some tenants. This leaves the decision to the Manager. It discriminates to the tenant's. *Notification of 2 increases in 60 days* - EXHIBIT 11

TROPICANA EAST MOBILE HOME PARK

RENTAL AGREEMENT

1. PARTIES

This Rental Agreement is made and executed this _____ day of _____, 197____ by and between _____ MOBILE HOME PARK at _____ (hereinafter referred to as Lessor), and _____

(hereinafter referred to as Lessee). In addition to the herein named Lessee, the following persons shall also occupy the demised premises under the authority hereby granted Lessee pursuant to this Rental Agreement, and who shall also be bound by the terms set forth hereinafter.

2. DEMISED PREMISES:

Lessor hereby leases to Lessee, and Lessee hereby rents from Lessor, _____ situated in _____ MOBILE HOME PARK.

3. TERM:

Unless otherwise stated hereafter, Lessor does let the demised premises to Lessee as a month to month tenancy.

4. RENT:

Lessee agrees to pay Lessor as the rent for the demised premises, the sum of \$_____ per month, payable monthly, in advance, on the first day of each month, plus any and all other sums payable hereunder. All monies payable hereunder shall be paid by check or money order at the office of the Park Manager of Lessor. Under certain circumstances Lessor may require that payment be made in cash, in which case the Lessee will be notified, and all other requirements for paying rent and other charges will remain the same. Rent may be adjusted by management at the beginning of any new term upon _____ days written notice. Failure to pay new rental amount when due shall terminate tenancy.

If the rent is not paid within 5 days after due date, a late charge of \$_____ will be charged to cover Management's costs for additional accounting and collection expenses. Additionally, a handling charge of \$5.00 will be required for all checks returned by the bank due to insufficient funds in the Lessee's account or for any other reason. This provision shall not be construed as a waiver by Management of its right to enforce any provision hereof after any default on the part of Lessee. Furthermore, the acceptance of payments shall not constitute a waiver of any breach of any rule, regulation or any covenant of the Rental Agreement, nor shall it reinstate, continue or extend the term of the party's Rental Agreement or affect any notice, demand or suit hereunder.

The service included and provided by Lessor to Lessee pursuant to the lease of the demised premises shall be water and trash service. Services not included or provided by Lessor are gas and electricity, and for which services Lessee shall pay the cost thereof directly to the supplier of such services or utility, or as otherwise provided hereafter.

Lessee shall further deposit with Lessor the sum of \$_____, as and for security deposit, to be used by Lessor, upon termination of Lessee's occupancy of the demised premises, for the remedy of any default in the payment of any rent, utilities or service fees due from Lessee, or to repair damages to the demised premises caused by tenant, excluding normal wear, and to pay reasonable costs of cleaning the demised premises. Any excess of said security deposit not used for such purpose by Lessor shall be returned and refunded to Lessee.

5. MANAGEMENT OF PARK:

The names and addresses of the owner or owners of Lessor park, and their duly appointed representatives authorized to manage the Park premises on behalf of Lessor shall be annexed and attached hereto, and shall constitute only those persons so qualified to manage Lessor park, until such time as Lessee shall be notified otherwise.

6. RULES AND REGULATIONS:

The rules and regulations of Lessor, attached hereto, and by this reference made a part hereof, are hereby adopted and shall and do hereby become an integral part of this Agreement. Lessor reserves the right to amend said rules and regulations upon written notice to Lessee in accordance with the laws of the State of Nevada.

7. OCCUPANCY BY CHILDREN AND/OR PETS:

The rules and regulations hereinabove referenced and incorporated herein, shall govern the occupancy within the Park by children under the age of 18 years, and pets or animals, and the conduct in regards thereto.

8. INSPECTION:

Lessor reserves the right to inspect and enter upon the demised premises in case of emergency, to make necessary repairs or improvements, supply agreed upon services, or exhibit or show the demised premises to a prospective purchaser of the Park, or such other person with a bona fide interest in inspecting the premises or Park.

9. SUBLETTING AND SALE OF MOBILE HOMES, OR ASSIGNMENT OF DEMISED PREMISES:

a. This Agreement is personal Lessee who shall have no right to assign or sublet any interest in this Agreement without prior written consent of Lessor.

#12



MOBILEHOME OWNERS LEAGUE OF THE SILVER STATE, INC.
'A Non Profit Organization'
POST OFFICE BOX 42326
LAS VEGAS, NEVADA 89104
TELEPHONE (702) 873-9896

metro

Mobile Home Park Loses Juice

Elderly Swelter In Outage

By LAURA HINTON LYON
SUN Staff Writer

Hundreds of elderly people endured sweltering summer temperatures without air conditioning Friday when the electric power went out in El Dorado Mobile Home Park.

Repairmen said it may be several days before parts for an electric transformer could be replaced. The transformer services all 294 homes in the park at 4525 W. Twain Ave.

Residents in the six-year-old mobile home community have been beset by power failures for months. Natural gas to about 50 homes has been off for about 10 weeks since a pipeline leak was discovered May 13 and major repair work commenced.

A contractor working on the gas problem earlier Friday severed a wire with a back hoe, according to reports, and the switching panel blew when attempts were made to fix it.

The assistant power supervisor at Nevada Power Co. said he regretted the service failure but couldn't help because the mobile home park owned its own utility lines.

"We've a couple in town that operate their own utilities and they're a headache," said Dee Williamson, who explained that power failures are frequent among such parks responsible for the care and upkeep of sophisticated systems. "It's their equipment and we can't do anything about it."

While temperatures soared, tempers flared, and tenants

flocked to the only cool building on the premises, the community recreation hall. Codes require that it be built to receive electric power from a separate source.

One older woman with asthma gasped as she sat in a chair. A breathing machine powered by electricity was inoperable, and the large oxygen tank that accompanies it was too large to carry.

A 68-year-old man recovering from major abdominal surgery cried on the sofa. "I'm cut up and sick and can't lay in my own home," sobbed Garth Klein helplessly. "I just wish I was home."

Others said it was impossible to sit in their homes without air conditioning. "It must be 115 in those tin ovens," said one man.

"This damn park is falling apart," said another, sitting at a table sipping a soft drink. "It seems like the place is jinxed — they fix one thing and something else goes wrong." Gas to his home was turned on Friday after nearly 10 weeks of cooking on an electric frying pan and taking cold showers.

But there was a note of levity amidst the crisis among those trying to keep a sense of humor.

"I'm just keeping within 500 feet of the swimming pool," joked a man in swimming trunks.

"Let's all move to the Aladdin Hotel," said one lady with a chuckle. "I hear they've lowered the rates."

EXHIBIT 13

1456

OFFICIAL
RULES AND REGULATIONS
(EFFECTIVE 6/1/1981)

AT

WEST VALLEY MOBILE HOME PARK
6300 W. TROPICANA AVENUE
LAS VEGAS, NEVADA 89103
Phone: (702) 876-1178

APPROVED BY

TROPICANA VILLAGE WEST COMPANY
(A California Limited Partnership)
(DEA WEST VALLEY MOBILE HOME PARK)
The Park Owner & Landlord

INDEX TO PARK RULES AND REGULATIONS

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Landscaping-----	2.
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Peace and Quiet-----	4.
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Recreation Facilities:	
Swimming Pool-----	4. & 5.
Clubhouse-----	5. & 6.
Registration and Occupancy-----	7.
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Damage and Destruction-----	8.
Grievance Procedure-----	9.
Park Charges-----	9.
Miscellaneous-----	9. & 10.

TROPICANA VILLAGE WEST COMPANY
dba West Valley Mobile
Home Park
6300 W. Tropicana Avenue
Las Vegas, Nevada 89103
Phone: (702) 876-4778

RULES AND REGULATIONS (EFFECTIVE JUNE 1, 1981)

The following rules and regulations governing West Valley Mobile Home Park have been prepared to provide all tenants with sensible and reasonable guidelines to follow while residing at the park, so that proper order can be maintained, and so that the rights and privileges of tenants will not be left undefined. The park manager has been instructed to enforce these rules and regulations in a uniform manner without permitting any exceptions of any kind to same, so that the park's integrity can be kept in tact. Any rules and regulations governing this park prior to June 1, 1981 shall be deemed null and void.

- I. Alcoholic Beverages: Any and all social drinking of alcoholic beverages of any description will be reserved for consumption within the confines of the mobile home or patio area except during social functions of an approved nature by the Manager within the confines of the recreation building. Excessive drinking, drunkenness, drunk driving or improper conduct stimulated by alcoholic consumption will not be tolerated and may result in the termination of one's tenancy at the discretion of the Manager if such violation occurs.
- II. Drugs: The selling, possession and/or using of illegal drugs, and the driving of vehicles under the influence of same, or the conducting of oneself in an improper manner while under the influence of drugs will not be tolerated and will result in the termination of one's tenancy if they (or their children) commit such a violation.
- III. Business Activities: Commercial and/or business activities of any nature may not be conducted from any mobile home coach or on the park premises. Soliciting of other tenants for anything of a commercial nature is forbidden. If any tenant or group of tenants wish to hold any charitable fund raising activity of a commercial nature at the clubhouse which will benefit any needy tenant residing at the park, under this circumstance only will such a commercial endeavor be permitted. The park will waive any rental fee to use the clubhouse to hold any charitable fund raiser for the benefit of any needy tenant(s) residing at the park subject to the Manager approving of each and every such charitable fund raiser in writing.
- IV. Children:
 - (A.) Accompaniment: Children under six years of age must always be accompanied by a parent, guardian or park approved baby sitter in the common areas of the park.
 - (B.) Annoyance: No child shall annoy or harass other mobile home park tenants. If such behavior occurs, the Manager reserves the right to terminate their parents' rental agreement and tenancy at the park.
 - (C.) Curfew: No child under the age of eighteen shall be outside the confines of their respective mobile home space after 10:00 P.M., the park's hour of curfew.
 - (D.) Laundry Room: Children under the age of 18 are not permitted to use the laundryroom as a "hang out" or a place of congregation. Abuse of the laundryroom and its equipment contained therein is strictly prohibited; any such occurrence shall result in the termination of one's parents' tenancy at the park at the discretion of the Manager.
 - (E.) Playthings and Toys: Tricycles, bicycles, wagons, scooters, "hot wheels" or any other type of toy or mechanical device shall be stored in the rear area of each lot at the end of each day. Children are prohibited from playing or riding such toys and devices in the parks streets and/or leaving them there unattended at any time.
 - (F.) Supervision: There must be a parent, guardian or park approved baby sitter responsible for children residing in the park at all times.
 - (G.) Trespassing: Children are prohibited from trespassing on mobile home spaces (either occupied or vacant).
 - (H.) Maximum Number: Under no circumstances shall more than two (2) children reside in any coach.
 - (I.) Location: Children shall only be permitted to reside in coaches east of the clubhouse.

(Continued on Page 2.)

RULES AND REGULATIONS (EFFECTIVE JUNE 1, 1981)

- V. Construction And Installations: The constructing or installing of any improvements or any kind at one's space is prohibited without the prior written approval of the Manager. When applicable, plans may also need to be submitted to the proper governmental authorities for their inspection and approval and the issuance of permits therefore.
- VI. Firearms: There shall be no brandishing of firearms or any other weapon(s) in an attempt to intimidate, threaten or harm anyone by any tenant or their guest(s) while in the park. To do so will result in the immediate termination of one's tenancy and possible prosecution.
- VII. Garbage And Trash: No tenant shall maintain more than two garbage cans outside their mobile home coach. No garbage cans shall be stored in front of any space or on the street side of any respective mobile home coach facing same. Garbage cans must be covered at all times. When emptied, garbage kept in the garbage cans must be emptied in the garbage bins in plastic bags that are properly sealed. No garbage that is not in a garbage can shall be stored outside a mobile home coach. No one shall place any of their own trash in anyone else's garbage can(s), or in the yard of someone else, or in the common area of the park, or over the park's walls. Children under ten years of age are prohibited from carrying garbage from their mobile home coach to the park's bins. Large items such as mattresses, appliances, dismantled awnings, skirting, fences, etc. must be taken to the dump by the tenant and not placed in the park's garbage bins. Large cartons must be dismantled and flattened before being placed in the park bins.
- VIII. Landscaping: All landscaping must be completed by new tenants in accord with their landscaping agreement entered into with the park manager prior to moving into the park. All new as well as existing tenants shall be subject to the following landscaping rules and regulations:
- (A.) All plans to relandscape any space must be submitted to the Manager for written approval. Not less than eighty percent of one's space shall be of a desert motif (meaning crushed rock of some sort with a proper plastic undercover). Rockscape which meets the curb line shall contain an approved border to prevent crushed rocks from needlessly entering the streets. Because of the park's high water costs, grass and other highly water intensive plants or trees or shrubs shall not be approved for planting by the Manager. Palm trees, cactus plants, and other low water needy plants and trees will be approved by the Manager. Before installing any plastic on the ground on which crushed rock is to be placed, all tenants must remove all weeds on their spaces and roots thereto and put adequate weed killer on areas where they feel roots may possibly reappear.
 - (B.) Fencing must be approved by the Manager in writing prior to the installation. Fencing may not exceed four feet in height and must be properly maintained to prevent sagging, leaning or deterioration. No wood fencing will be permitted under any circumstances.
 - (C.) All lots must be maintained in a neat and clean condition free of weeds and debris. Where grass is in existence, it shall be properly manicured (mowed and edged). All bushes, shrubs and trees shall be kept trimmed. No vegetation or growth shall be permitted to encroach upon adjoining properties.
 - (D.) Tenants must receive approval from the Manager in writing prior to excavating or digging for planting to avoid conflict with underground utilities. Tenants shall be responsible for all damage caused by trees, plants shrubs or other growth or foliage located on their space. All landscaping at a tenant's space must be left on the space in its normal condition when a tenant vacates a space. No trees on a space shall be removed therefrom by any tenant without the prior written approval of the manager, which shall be denied unless such a tree is to be replaced with another decorative and proper tree acceptable to the Manager and in accord with these regulations.
 - (E.) Spaces requiring watering shall be watered prior to sun-up or after dusk. Water shall not be allowed to flow onto adjoining property or into the street. Watering shall be limited to a maximum of fifteen minutes in any given day to each and every tenant. Water must not be wasted by any tenant under any circumstances; to do so shall result in the termination of one's tenancy by the Manager.

(Continued on Page 3.)

RULES AND REGULATIONS (EFFECTIVE JUNE 1, 1981)

- D. Laundry Facilities:** The Laundry facilities are maintained for the convenience of the park tenants. To use the laundry facility is a privilege and not a right for any tenant. The Manager reserves the right to close the laundry at any time for as long as he chooses. With this in mind, the following guidelines shall apply to all tenants when the laundry is open for use:
- (1.) **Hours:** Normal hours will be from 9:00 A.M. until 5:00 P.M. Monday through Sunday. Tenants must plan for their wash to be dried prior to closing time. Failure to do so will result in the tenant having to either take their wet wash home with them or to leave same in the laundry until the next day. If any laundry is left in the laundry as a result of it not being attended to and removed by a tenant close closing time, it shall be locked in the laundry; and when the laundry is opened the next day, the park assumes no responsibility to any laundry that may be stolen from the laundry if a tenant does not act responsibly under these circumstances and attend to his or her laundry when the laundry is opened. The laundry is unsupervised during normal hours and the park and its management assume no responsibility for anyone's laundry. Tenant's use the laundry facility and its equipment at their own risk.
 - (2.) **Children:** Children under sixteen years of age are not permitted in the laundry unless accompanied by a parent, guardian or park approved baby sitter.
 - (3.) **Drying:** Clothes drying will be accomplished in the dryers or the laundryroom only. No drying of clothes on lines installed on patios, awnings or coach exteriors or anywhere else in the park shall be permitted.
 - (4.) **Overloading:** Washers and dryers shall not be overloaded to exceed the manufacturer's specifications. Clothes shall be removed from the washers and dryers immediately following the final rinse or drying cycle. Failure to remove clothing from the machines prevents others from using them and exposes you to possibly having others remove them for you, possibly permanently if they are stolen.
 - (5.) **Sorting table:** Do not sit on the sorting and/or folding tables. Excessive weight can collapse the table. Sitting on the tables also prevents others from using them for their intended purposes.
 - (6.) **Tinting & Dyeing:** There shall be no tinting and/or dyeing in the laundry machines.
 - (7.) **Warning:** Anyone found stealing clothes of others, or damaging the laundry facility or clothes therein maliciously will cause theirs or their parent's rental agreements to be immediately terminated.
- X. Mobile Home Maintenance:** Tenants shall keep the exterior of their mobile home and space in a neat, clean and orderly fashion free of trash and litter. Only standard patio furniture and barbeque equipment in good condition may be left outside the coach. All other items such as boxes, trunks, wood, pipe, bottles, cans (except two covered garbage cans), garden tools, mops, brooms, ladders or any other type of material must be inside the coach or storage shed. No refrigerator, range, stove or household furniture shall be left outside the coach. Storage of any type beneath the coach or decking, or to the rear of any coach is prohibited. Concrete parking areas shall be kept clean and free of oil and other stains.
- (1.) **Improvements:** No improvements or alterations are to be made on any space except with the written approval of the Manager. Storage sheds, fences, screens or shelters must have the approval of the Manager in writing. Storage sheds must be of manufactured quality, made of metal, and may not exceed sixty square feet of floor area. Under no circumstances shall a storage unit or shed encroach upon an adjoining space.
 - (2.) **Skirting & Awnings:** Patios, skirting and awnings must be installed within thirty days from date of occupancy unless agreed to otherwise in writing with the Manager. Skirting shall be of mobile home manufactured quality or other non-combustible material approved by the Manager. Awnings shall be mobile home manufactured quality of not less than eighty square feet. Should an awning or skirting become damaged, such damage shall be promptly and completely repaired to conform to the original material--promptly shall mean no later than fifteen days after the damage occurred.
 - (3.) **Windows:** No window shall be covered with any foil, paper, cardboard, wood, metal or other non-transparent substance or material. Materials of a commercial nature designed to reduce or eliminate glare and harmful sun rays may be installed to the manufacturers specifications.
 - (4.) **Notices:** Notice for any repairs a tenant feels are necessary to landlord's property on which a tenant relies should be submitted in writing to the Manager except for emergencies. Under no circumstances shall a tenant initiate any repairs to any of landlord's property.

(Continued on Page 4.)

RULES AND REGULATIONS (EFFECTIVE JUNE 1, 1981)X. Mobile Home Maintenance (Continued from Page 3.)

- (5.) Burns: Tenants may install burns at the entrance to their parking spaces so long as they are of asphalt material only. No other obstructions in the street gutters (except the concrete burns previously installed and no longer permitted) shall be permitted.
- (6.) Other: Under no circumstances shall any tenant make repairs or maintain any of Landlord's property at Landlord's expense. The breaker at the pedestal of each space belongs to the Landlord; if it needs to be repaired, call the Manager to repair same. All tenants must wrap their water lines immediately after entering into the park so they do not freeze in the winter months. If this is not done within thirty days after entering the park, the park reserves the right to contract for the work to be done on behalf of the tenant and charge the tenant with any and all fees related to doing this work.

XI. Peace & Quiet: Tenants and/or guests shall not play radios, television sets, stereos, record players, musical instruments or cause any other disturbing noise that will unreasonably annoy another tenant. Loud parties, intoxication, fighting, immoral conduct, nude sunbathing, and any loud or unusual noise will not be tolerated. Physical abuse or verbal threats to the Manager, any member of his staff, the park owner(s), or to any other tenants or visitors at the park will constitute grounds for immediate eviction and possible criminal prosecution. No person shall be permitted to disturb the peace, quiet, integrity and dignity of the park. Any public protest against the park's operating rules, regulations, procedures and charges of any kind will not be tolerated and will result in the immediate eviction of any tenant participating in such destructive behavior towards the park's integrity.

XII. Pets: NO NEW PETS SHALL BE ALLOWED IN THE PARK AFTER JUNE 1, 1981! Fish in fish bowls and birds in cages shall be exempt from this rule. The following rules shall govern the conduct of pets registered to live in the park prior to June 1, 1981:

- (1.) No pet shall exceed twenty-six (26) pounds or ten (10) inches standing measure shoulder to ground. No coach may have more than one pet.
- (2.) Pets must be kept on a leash or inside an approved enclosure when outside the confines of the owner's coach. Stray or loose pets will be turned over to Clark County Animal control and may not be allowed to return to the park once the Animal Control receives same.
- (3.) Visiting pets are not allowed in the park.
- (4.) Pets may not be exercised inside the confines of the park. No pet shall be permitted to defecate in another tenant's yard or the common area of the park; if an accident occurs, however, the owner of the pet shall be responsible to immediately clean up any droppings--refusal to do same are grounds for termination of one's tenancy by the Manager.
- (5.) No pet shall be permitted to annoy a park tenant. Any pet which creates a disturbance by barking, snarling, growling or is vicious or cannot be disciplined must be immediately removed from the park upon direction of the Manager to do so--failure to do so shall result in one's tenancy being terminated.
- (6.) Anyone found bringing a pet into the park that has not previously registered same with the Manager must remove same immediately upon demand or else shall have their tenancy terminated by the Manager.
- (7.) When pets are taken for exercise, they must be taken from the park and returned to the park either in a vehicle or carried by the owner. No pet shall be walked in the park.
- (8.) Any pet not registered with the Manager must be removed immediately from the park upon demand by the Manager.
- (9.) Anyone failing to pay the service fees to keep pets in the park in accord with the schedule posted at the Manager's office must remove their pet immediately from the park or else subject their tenancy to being terminated.
- (10.) Smuggling unregistered pets into the park shall result in tenancies terminated.

XIII. Recreation Facilities: Recreation facilities are for the exclusive use of the park's tenants and their guests. These facilities, which include the clubhouse, the swimming pool(s) and the common area behind the clubhouse are private property and their use is a privilege and not a right. Any person who remains within the confines of the park after being requested by the Manager to leave, or who is not a tenant or guest of a tenant will be considered trespassing. The following additional rules and regulations will apply to the specific areas discussed:

- (1.) Swimming Pool: The swimming pool is for the use of park residents and their guests and not the general public. There is no life guard on duty. Those using the pool do so at their own risk and must obey the signs around the pool and the additional rules as follows:

- (a.) All guests who use the pool must be approved by the Manager and registered at the clubhouse.

RULES AND REGULATIONS (Effective June 1, 1981)

XIII. Recreation Facilities:

(1.) Swimming Pool: (Continued from Page 4.)

- (b.) All children under the age of fourteen years must be accompanied by a responsible adult. All children under the age of eighteen years must have parental permission to use the pool.
- (c.) Tenants assume full responsibility for the conduct of their family and guests.
- (d.) All persons with long hair (covering the ears or longer) must wear swim caps irrespective of sex.
- (e.) All oils and lotions must be removed by showering prior to entering the pool.
- (f.) Only regulation swim wear will be permitted. No cut-off jeans, other street wear, or nude swimming will be allowed.
- (g.) No balls, rocks, toys, rafts, or styrofoam objects will be allowed in the pool.
- (h.) No running, pushing, jumping or other types of "horseplay" will be permitted. Holding another person under water (dunking) will be immediate grounds for barring from the pool for the rest of the season and/or eviction from the park at the discretion of the Manager.
- (i.) Suitable foot covering must be worn from the tenant's coach to the pool area. Persons with bare feet will not be permitted to enter the pool area.
- (j.) No food, drinks or glass containers will be allowed in the pool area. Profane language around the pool area will not be tolerated.
- (k.) The safety rope must be securely attached at all times. Do not swing or stand on the rope. Should the rope become damaged the pool will be closed for repairs. Anyone found undoing the rope will be evicted from the pool.
- (l.) A schedule of pool hours for adults and children will be posted. All swimmers must obey this schedule.
- (m.) All swimmers must shower prior to entering the pool.
- (n.) Entering the pool area by any means other than through the clubhouse will result in restriction by the Manager of any violator from the pool for a period of time solely to be determined by the Manager. No person shall enter the pool or the area enclosed around the pool except during the hours the pool is officially open by management for use.
- (o.) Pool hours and the times permitted for adults only will be posted by the Manager outside the office.
- (p.) All infants must wear rubber or plastic leak-proof pants. Restrooms are to be used by all swimmers for their intended purpose, not the pool.
- (q.) No radios, phonographs, musical instruments or other annoying article will be allowed in the pool area.
- (r.) Swimmers may not enter the clubhouse with wet feet or swim suits except to use the restrooms.
- (s.) Management is not responsible for lost or stolen articles nor for accidents or injury to any person.
- (t.) The Manager reserves the right to restrict anyone breaking these rules from the pool for a period he deems satisfactory for the offense.
- (u.) Entrance and exit to and from the pool shall be done exclusively through the clubhouse. All persons using the pool must sign in and sign out with the Manager. The Manager reserves the right to preclude anyone from entering the pool who is not a registered tenant or guest at the park.

(2.) Clubhouse:

- (a.) Children under eighteen years of age are forbidden to use the clubhouse unless (1.) they are going to and from the swimming pool during their duly designated hours, and (2.) the Manager approves a specific function where children may attend and are properly chaperoned by adults who are tenants residing at the park. Except as expressed herein, the clubhouse shall be for the exclusive use of adult tenants residing at the park.
- (b.) A \$25.00 rental fee shall be charged for use of the clubhouse by tenants only except when (1.) tenants meet solely to discuss political or tenant/landlord affairs where food is not to be served (whereupon said rental fee shall be waived), and (2.) where a party is to be held where alcoholic beverages are to be served, whereupon the rental fee outlined hereafter shall apply.

A \$75.00 rental fee shall be charged to any tenant wishing to reserve the clubhouse where either out-of-park guests will attend, when food or alcoholic beverages are to be served or consumed, or where more than 75 tenants will attend (except to discuss political matters or tenant/landlord affairs where food and beverages will not be served, whereupon said rental fee shall be waived).

(Continued on Page 6.)

RULES AND REGULATIONS (EFFECTIVE June 1, 1981)(2.) Clubhouse: (Continued from Page 5.)

- (b.) (Continued from Page 5.)
Where functions are held at the clubhouse requiring a \$75.00 rental fee, the park shall provide a security guard who shall be empowered to terminate any party or function in the event any rowdiness or disorderly behavior of any kind occurs. In the event the park is unable to arrange to provide a security guard for any clubhouse reservation requiring same within two days after accepting a clubhouse reservation, the Manager shall cancel the reservation and remit to the reserving party all rental fees and security deposits advanced for such a reservation, and said reservation shall then be deemed null and void and of no further force or effect.
- (c.) Any tenant wishing to reserve the clubhouse and sponsor a party or function must do so at least seven days in advance, unless otherwise agreed to by the Manager. Reservations shall be approved and accepted by the Manager on a first-come, first served basis. A reservation form is to be completed at the Manager's office prior to a reservation being approved by the Manager. Any fraudulent representations on the reservation form shall result in either being banned from reserving the clubhouse for a period to be determined by the Manager and/or being evicted from the park.
- (d.) No party or function shall last beyond 12:00 midnight on Fridays or Saturdays unless otherwise agreed to in writing by the Manager when a reservation is made, nor shall any party or function be permitted to last more than six hours unless agreed to in writing by the Manager. No party or function shall last beyond 10:00 P.M. during weekdays unless agreed to otherwise by the Manager in writing when accepting a given reservation.
- (e.) Any party or function held where alcoholic beverages are to be served or consumed shall be limited to a maximum of 75 people unless the park is the sponsor of same, or unless two security guards are to be furnished, whereupon the rental fee for the clubhouse shall then be \$125.00 when more than 75 people will attend.
- (f.) In addition to the appropriate rental fee for a given party or function, a security deposit of \$25.00 shall be advanced to the Manager to be applied against any clean-up costs & damage or vandalism caused to the clubhouse as a result of any party or function held therein. Said deposit shall be refunded in full to the tenant making such a reservation if the clubhouse is left in as clean a state after said party or function as it was delivered to said sponsoring tenant, if there is no damage caused to the clubhouse, and if there is no vandalism resulting from the holding of such a function. In the event of any clean-up work above and beyond normal cleaning of the clubhouse after a given party or function is caused the Manager or his staff, or if damage or vandalism to the clubhouse is found to have occurred as a result of any party or function, the whole security deposit shall be forfeited; furthermore, if said security deposit does not cover the park's costs in full to rectify these said matters, then the sponsoring tenant shall be held personally responsible to the park for any costs incurred by the park in excess of the security deposit to rectify these said matters.
- (g.) All tenants sponsoring a given party or function shall assist the security guard when one is furnished if and when he requests same to help quell any rowdiness or disorder resulting from any given party or function. No more than 125 can attend any function held at the clubhouse.
- (h.) No portion of any rental fee shall be remitted if the security guard or Manager finds it necessary to terminate any party or function found to be in violation of these rules and regulations governing the clubhouse.
- (i.) Smokers found not putting their cigarettes into appropriate ashtrays or disposals for same, but leaving them on the furniture, floor or handling same in any other reckless manner shall be grounds for immediate termination of a given party or function, and the Manager reserves the right to ban such sponsoring tenant from reserving the clubhouse for an appropriate period at his sole discretion when these happenings occur.
- (j.) In the event tenants or guests go out of the clubhouse during a party or function and disturb other tenants unreasonably, or damage or vandalize the park in any way, or violate the park's parking rules, or cause a fire hazard by wrecklessly throwing their cigarette butts around the common areas or onto tenant's spaces, or urinate in the streets, these activities shall be grounds for terminating any party or function by the security guard or Manager, plus bringing appropriate actions against any one committing such inappropriate actions.
- (k.) Violation of any of the above rules can lead to being either banned from ever reserving the clubhouse, being evicted from the park, or both at the discretion of the Manager.

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RULES AND REGULATIONS (EFFECTIVE June 1, 1981)

- XIV. Registration and Occupancy: Occupancy is reserved only by those tenants registered at the clubhouse for a designated space. All tenants must register at the clubhouse office and complete all necessary forms and agreements. Those failing to comply with this procedure shall be deemed trespassers and shall immediately be evicted from the park.
- (1.) Prospective Coach Buyers: If a prospective buyer desires to purchase a coach from a park tenant and plans on leaving the coach in the park, the buyer must first apply for park residency and be accepted by park management prior to the consumation of the desired sale. Park management reserves the right to refuse or accept any prospective resident if (a.) their credit worthiness is unsatisfactory, (b.) if the prospective buyer has previously been evicted from this park or any other mobile home park or rental facility, (c.) if the prospective buyer or the seller is not in compliance with the parks rules and regulations, (d.) if the prospective buyer has a criminal record, and (e.) if there are found any other reasonable grounds other than race, color or religion.
 - (2.) Replacement of Coach: No coach shall be removed from its existing space and replaced with another without the written consent of park management. Prior to the replacement of any coach with another, the tenant must complete a new rental application form and submit that application along with any other park forms required to be completed by the Manager to the Manager for their approval, which must be obtained in writing prior to moving another coach onto a space. No coaches under twelve feet (12') wide shall be permitted in the park hereafter.
 - (3.) Unoccupied Coaches Prior To A Sale: Unoccupied coaches for more than 90 days prior to a sale the Manager reserves the right to have the coach removed from the park.
 - (4.) Advertising a Coach Sale: Tenants desiring to sell their mobile home coach may advertise in the park only by placing inside their coach one small sign subject to a maximum size of 12" x 12". Such a sign is forbidden to be placed on the space or patio thereof or anywhere else except as provided for above.
 - (5.) Sub-letting: There shall be no sub-letting of any mobile home coach in the park under any circumstances whatsoever. Unless a tenant can prove to the Manager that they hold title to a mobile home coach by producing a copy of same to the Manager upon request, or a bonifide contract to purchase a coach with a tenant wishing to sell said coach to a new tenant, any such tenant(s) shall be deemed sub-letters at the park and shall be evicted from same.
 - (6.) Utilities: All electrical, sewer, water and gas lines which are the responsibility of the tenant shall be maintained in a safe and leakproof condition by each tenant and not by the management and its staff. There shall be no alterations to any utility line by any tenant which is the responsibility of the park. Any connection made to the park water system shall be so connected to allow for immediate disconnect in the event repairs are needed on the park's system. Park maintenance staff are not responsible for reconnecting a sprinkling or watering system to the park system.
 - (7.) Interior Coach Maintenance: The staff of the park is precluded under their employment agreement with the park from "moonlighting" within the park by assisting various tenants with coach sales or maintenance problems that may occur from time to time. If a tenant cannot fix a given repair to their coach at their space themselves, then they must seek assistance from other tenants or others outside the park to assist them.
 - (8.) Vacating a Lot: Tenants vacating a mobile home space must leave the space clean and free of debris. Tenants shall notify the park management no less than thirty days prior to the removal of any coach from the park; said notification must be in writing. Failure to provide such written notice shall be grounds for forfeiting part if not all of any security rental deposits on a pro-rated basis. If notice of vacating a lot is submitted on or before 30 days prior to removal of a coach, and all rental payments upon removal of a coach are current, then any rental deposit held by the management shall be refunded in full. When a 30 day notice is given to move a coach out of the park, and if said coach is not moved out within said thirty day notice period, said notice shall be of no further force or effect. If a tenant wishes to move out after his or her notice to move out has expired, said tenant must reissue a new thirty day notice to move out of the park in writing to the Manager, whereupon the same procedures for the initial notice shall apply.
- XV. Storage Area: The storage areas are maintained for the convenience of the park tenants. A monthly fee posted at the clubhouse shall be charged for storing any item(s) in the storage area. A storage rental agreement must be signed with the Manager before any item may be stored in the storage areas. All motor vehicles, travel trailers, campershells, boat trailers or other equipment left in the storage areas shall be kept in good condition with all tires properly inflated. The storage areas shall not be a substitute for a wrecking or junk yard. Should a tenant neglect to properly maintain property stored in the storage area, that property must be removed therefrom upon being notified to do so by the Manager; if not

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RULES AND REGULATIONS (EFFECTIVE June 1, 1981)XV. Storage Area: (Continued from Page 7.)

so moved, the Manager shall see that it is removed at the tenant's expense. Tenants assume all risk of damage or loss to any items stored in the storage areas, and are advised by the management to keep any items stored in the storage areas locked at all times and properly insured against vandalism.

XVI. Traffic: For the safety of all park residents and their property, all traffic rules and regulations must be strictly complied with, and which are more specifically as follows:

- (1.) Motorcycles: Motorcycles may be operated only from the entrance of the park back to the tenant's space and back to the exit. All motorcycles must be licensed and muffled. "Off-Road" type motorcycles without mufflers must be walked or trailered in and out of the park. No motorcycle shall be run or operated to the annoyance of any park tenant.
- (2.) Noise: All vehicles must be properly muffled and the engine and exhaust noise kept to a minimum. Engines shall not be "raced", "gunned" or "revved" in a manner, or at a time, which will disturb the peace, quiet and dignity of the park.
- (3.) Parking: No vehicle may be parked on any mobile home lot other than on the park provided concrete parking area. Recreation vehicles, camper shells, sprayers, mixers, boat trailers, boats, commercial rigs or equipment may not be parked on any mobile home space. This excludes pick up and panel trucks with commercial lettering on doors or sides. There shall be no parking on the streets. Vehicles parked on the street will be removed at the owner's expense. No vehicle shall be parked in the visitors' parking areas for more than 24 hours consecutively without prior written approval from the Manager. Recreational vehicles may be parked at the mobile home space for loading and unloading only up to a maximum of three consecutive hours. Tenants may not block another tenant's driveway or park on the concrete parking area of another space.
- (4.) Unightly Vehicles: No unsightly vehicle or vehicle which is not in running condition shall be parked on any mobile home space. This includes but is not limited to vehicles that have been damaged by a traffic accident, have one or more deflated tires, been damaged by fire or vandalism, or are in need of extensive repair.
- (5.) Speed: The maximum speed of any vehicle at any time shall be ten miles per hour while being operated within the confines of the park. Under no circumstances shall a vehicle be operated at a speed which is not prudent for safe driving conditions, even if such speed is less than ten miles per hour. Driving in an area other than the street is prohibited.
- (6.) Traffic Control Signs: All traffic control signs must be obeyed. Complaints or observations of a tenant's disregard for the regulations governing traffic will result in eviction and termination of one's rental agreement.
- (7.) Wreckless Driving: Wreckless driving of any sort is prohibited. Any damage caused to the park's walls, anyone else's vehicle or other property in the park from the crashing into same shall be the sole responsibility of the offending tenant, who will be held financially responsible for all costs incurred to correct such damage and make proper restorations or replacements, if necessary, in addition to repairs. Any damage caused to one's own vehicle by driving over the park's speed bumps provided for the park's general safety shall be the sole responsibility of the tenant or guest driving any vehicle.

XVII. Security: Other than the security guard provided at the entrance of the park one shift a day, it is the tenant's responsibility, and not the management's, to take care of their own security needs. When in need of police or fire protection, call the police or fire department respectively first; then notify the park Manager.XVIII. Damage And Destruction: Anyone found wilfully damaging or destroying the premises, or any tenant's belongings within the park's confines, shall be evicted from the premises. Children found committing such unsavory acts will cause their parent's rental agreements to be terminated. To assist our staff catch and prosecute any such culprits committing such acts, tenants are encouraged to come to the office and fill out a written report on any incident witnessed by them of this nature. One months free rent shall be awarded to any tenant who provides our staff with information that leads to the prosecution and conviction of any tenant or other person witnessed committing an act of arson in our park.

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Rules And Regulations (Effective June 1, 1981)

- XX. Grievance Procedure:** To facilitate the prompt and equitable resolution of any complaints by park tenants, the park insists that tenants follow the following procedure to attempt to amicably rectify same:
- (1.) All complaints must initially be submitted to the Manager. The Manager will attempt to amicably resolve any problem with you. Should the Manager disagree in principle to the propriety of any complaint, he or she will state their understanding of the park's position on such matters. The Manager has been instructed not to argue with or harass any tenant. The Manager is also instructed to live up to the contracts the Park has with its tenants regarding its rental agreement and the park rules and regulations made a part thereof. Furthermore, the Manager is required in accord with State law to uniformly enforce the parks rental agreements and rules and regulations, and thus is instructed by the owners heretofore not to make any exceptions to the park rules and regulations or allow same, unless an old rental agreement inherited by our Company permits a legal variance to the parks rules and regulations uniformly applied to all other tenants, or some other legal grounds warrant a variance being allowed.
 - (2.) Should any tenant feel that the position taken by the Manager is wrong, especially on an item that may not be properly covered in the park's present rules and regulations, and which may need further clarification, the tenant is then requested to prepare a written statement specifically outlining the nature of the complaint and all facts supporting the complaint; this statement then should be delivered to the Manager in a sealed envelope addressed to the park owner, which the Manager is instructed to forward to the park owner along with other normal items usually forwarded to the park owner. In the statement, the tenant should include their telephone number and their space number. The owner, upon receipt of such a statement, will investigate such a complaint (including obtaining a legal opinion if necessary) and then will reply in writing directly to the tenant (with a copy for the Manager) what the Company's final position on the matter is.
 - (3.) Hopefully all tenant complaints will be resolved through either step one or step two above. If not, either party to the complaint reserves the right to proceed with a legal action to resolve any matter that cannot be amicably resolved by step one or step two.
 - (4.) Any tenant (or group of tenants) who attempt to resolve complaints initially by bypassing step one and writing the park owner directly will be deemed in violation of this grievance procedure. Any tenant or group of tenants who wish to continue to attempt to undermine the Manager by bypassing them with their complaints to either the park owner or to outside agencies or authorities will be subject to having their tenancies at the park terminated. The park owner will not accept any telephone calls to discuss tenant grievances, since calls to the park owner shall be considered in violation of this grievance procedure.
 - (5.) Any tenant who precipitously commences legal action against the park is hereby advised of considering possibly better alternatives, e.g. either living with the situation or moving out of the park, since our rental agreements provide for the prevailing party in such a dispute to receive reimbursement of reasonable legal fees and all court costs incurred in addition to any damages the courts may award. Thus, if a tenant does not prevail in such an action, they may be incurring not only high fees for their own attorney, but also the park's legal fees and court costs.
 - (6.) Our Company values good tenant morale. Our Company's policy is to resolve amicably any just tenant complaints in accord with step one or two above whenever possible.
- XX. Park Charges:** A list of the park charges, including but not necessarily limited to the current minimum monthly rental rate, security fee, pet fee, storage fee, guest fee, late charges, and dishonored check fees shall be posted at the clubhouse. The park reserves the right to change these fees and charges in accord with the law by giving all tenants sixty days advance notice of any such changes. The park charges must be paid in full when they are due; otherwise, your tenancy at the park will be terminated in accordance with the law. Our park will not accept partial payments of money obligations owed by tenants. The posted charges at the clubhouse shall be binding upon all tenants.
- XXI. Miscellaneous:**
- (1.) Tenants found bringing grocery carts from the shopping center to our park or leaving same in the streets in front of our park shall have their tenancies terminated at the discretion of the park manager.

RULES AND REGULATIONS (Effective June 1, 1981)XXI. Miscellaneous (Continued from Page 9.)

- (2.) No more than four people may reside in any coach, except if a guest comes to visit. If and when a guest comes to visit, this limit of four to a coach shall be increased to six for up to a period of two weeks; otherwise, the limit of four shall remain in effect at all other times.
- (3.) In the event of any litigation between any tenant and the park, the prevailing party shall be entitled to recover from the courts all reasonable attorney's fees incurred, all court costs plus any damages the courts may award.
- (4.) The Manager reserves the right to terminate any tenant's tenancy at the park for any violation of the park rules and regulations at their discretion.
- (5.) The putting of crushed rock or other debris in the streets of the parks is forbidden. When wind or other occurrences happen beyond a tenant's reasonable control resulting in debris of any kind being left in the street in front of their space, each tenant is responsible to keep the streets in front or on the sides of their spaces abutting same clean. Tenants are forbidden from leaving debris of any kind in the streets by another tenant's space.
- (6.) If a tenant sells his mobile home, management reserves the right to require that the coach be removed from the park if it is more than ten years old and/or in run down condition.
- (7.) In the event any park rule or regulation is in conflict with any existing law, the law shall prevail on any such given rule and regulation, but all others shall remain in full force and effect.
- (8.) Threats of a rental strike or the actual carrying out thereof shall not be tolerated by the park ever, and will result in the immediate termination of all tenancies of all tenants who participate in same at the discretion of the Manager. Any other attempts to disturb the harmony and/or economic integrity of the park shall also result in the termination of a tenant's tenancy at the park found participating in such harmful activities. Any tenant or group of tenants found spreading lies and/or false information and rumors in the park about the park and its operations shall be subject to having their tenancies terminated at the park and being evicted from same. ^{*(or outside the park)}
- (9.) The distribution of any notices, handbills or the like by tenants, visitors, or any outsiders working on behalf of any tenants in the park will result in such tenants having their tenancies terminated at the discretion of the Manager, unless such notice is approved by the Manager for posting outside the clubhouse office window, or a small sign for a tenants meeting is approved to be installed near the park entrance, or said notices are mailed through the mail to any tenant. The putting of notices in mail boxes without going through the postal system is against the law and forbidden in our park.
- (10.) All vehicles owned by any tenant must have a park sticker thereon, which shall be placed on the front left bumper if it's a four wheel vehicle, and placed on the front bumper if it is a motor cycle or scooter. The Park shall provide stickers to all tenants at no charge for their vehicles.
- (11.) Visitors in vehicles will not be allowed into the park without an approved visitor's pass (which can be obtained at the clubhouse during office hours) or if the security guard is unable to obtain verbal approval by telephone from any tenant designated by the visitor to be visited. Tenants who have not given the Manager their telephone number should do so if they want visitors to be approved to enter into the park to visit them when approvals are required by the security guard.
- (12.) Equipment and apparatus furnished on these grounds are solely for the convenience of the tenants; management reserves the right to withdraw or remove same from the premises without cause or reason at any time.
- (13.) Stealing, threatening and aggressive behavior shall be grounds for immediate eviction from the premises. People and their property shall be treated with due respect at all times. Children found committing such acts will cause their parent's rental agreement to be terminated.
- (14.) Personal checks initially accepted by the management for deposit, and which are dishonored (bounced) by the bank for any reason, will not be accepted for redeposit by the management a second time. Under these circumstances, any subsequent attempt to pay rent, plus the dishonored check fee, plus any late charges that may accrue must be done either with cash, or a certified check, or a money order.
- (15.) All tenants residing at the park must enter into a rental agreement with the park if they have not done so already by June 1, 1981, or else be subject to having their tenancies terminated at the discretion of the Manager.
- (16.) The area behind and west of the clubhouse shall be for adults only to reside there.

Rules And Regulations (Effective June 1, 1981)

XIX. Grievance Procedure: To facilitate the prompt and equitable resolution of any complaints by park tenants, the park insists that tenants follow the following procedure to attempt to amicably rectify same:

- (1.) All complaints must initially be submitted to the Manager. The Manager will attempt to amicably resolve any problem with you. Should the Manager disagree in principle to the propriety of any complaint, he or she will state their understanding of the park's position on such matters. The Manager has been instructed not to argue with or harass any tenant. The Manager is also instructed to live up to the contracts the Park has with its tenants regarding its rental agreement and the park rules and regulations made a part thereof. Furthermore, the Manager is required in accord with State law to uniformly enforce the parks rental agreements and rules and regulations, and thus is instructed by the owners heretofore not to make any exceptions to the park rules and regulations or allow same, unless an old rental agreement inherited by our Company permits a legal variance to the parks rules and regulations uniformly applied to all other tenants, or some other legal grounds warrant a variance being allowed.
- (2.) Should any tenant feel that the position taken by the Manager is wrong, especially on an item that may not be properly covered in the park's present rules and regulations, and which may need further clarification, the tenant is then requested to prepare a written statement specifically outlining the nature of the complaint and all facts supporting the complaint; this statement then should be delivered to the Manager in a sealed envelope addressed to the park owner, which the Manager is instructed to forward to the park owner along with other normal items usually forwarded to the park owner. In the statement, the tenant should include their telephone number and their space number. The owner, upon receipt of such a statement, will investigate such a complaint (including obtaining a legal opinion if necessary) and then will reply in writing directly to the tenant (with a copy for the Manager) what the Company's final position on the matter is.
- (3.) Hopefully all tenant complaints will be resolved through either step one or step two above. If not, either party to the complaint reserves the right to proceed with a legal action to resolve any matter that cannot be amicably resolved by step one or step two.
- (4.) Any tenant (or group of tenants) who attempt to resolve complaints initially by bypassing step one and writing the park owner directly will be deemed in violation of this grievance procedure. Any tenant or group of tenants who wish to continue to attempt to undermine the Manager by bypassing them with their complaints to either the park owner or to outside agencies or authorities will be subject to having their tenancies at the park terminated/ The park owner will not accept any telephone calls to discuss tenant grievances, since calls to the park owner shall be considered in violation of this grievance procedure.
- (5.) Any tenant who precipitously commences legal action against the park is hereby advised of considering possibly better alternatives, e.g. either living with the situation or moving out of the park, since our rental agreements provide for the prevailing party in such a dispute to receive reimbursement of reasonable legal fees and all court costs incurred in addition to any damages the courts may award. Thus, if a tenant does not prevail in such an action, they may be incurring not only high fees for their own attorney, but also the park's legal fees and court costs.
- (6.) Our Company values good tenant morale. Our Company's policy is to resolve amicably any just tenant complaints in accord with step one or two above whenever possible.

XX. Park Charges: A list of the park charges, including but not necessarily limited to the current minimum monthly rental rate, security fee, pet fee, storage fee, guest fee, late charges, and dishonored check fees shall be posted at the clubhouse. The park reserves the right to change these fees and charges in accord with the law by giving all tenants sixty days advance notice of any such changes. The park charges must be paid in full when they are due; otherwise, your tenancy at the park will be terminated in accordance with the law. Our park will not accept partial payments of money obligations owed by tenants. The posted charges at the clubhouse shall be binding upon all tenants.

XXI. Miscellaneous:

- (1.) Tenants found bringing grocery carts from the shopping center to our park or leaving same in the streets in front of our park shall have their tenancies terminated at the discretion of the park manager. *E.F.H. 6/2 T-1-B*

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RULES AND REGULATIONS (Effective June 1, 1981)

XXI. Miscellaneous (Continued from Page 9.)

- (2.) No more than four people may reside in any coach, except if a guest comes to visit. If and when a guest comes to visit, this limit of four to a coach shall be increased to six for up to a period of two weeks; otherwise, the limit of four shall remain in effect at all other times.
- (3.) In the event of any litigation between any tenant and the park, the prevailing party shall be entitled to recover from the courts all reasonable attorney's fees incurred, all court costs plus any damages the courts may award.
- (4.) The Manager reserves the right to terminate any tenant's tenancy at the park for any violation of the park rules and regulations at their discretion.
- (5.) The putting of crushed rock or other debris in the streets of the park is forbidden. When wind or other occurrences happen beyond a tenant's reasonable control resulting in debris of any kind being left in the street in front of their space, each tenant is responsible to keep the streets in front or on the sides of their spaces abutting same clean. Tenants are forbidden from leaving debris of any kind in the streets by another tenant's space.
- (6.) If a tenant sells his mobile home, management reserves the right to require that the coach be removed from the park if it is more than ten years old and/or in run down condition.
- (7.) In the event any park rule or regulation is in conflict with any existing law, the law shall prevail on any such given rule and regulation, but all others shall remain in full force and effect.
- (8.) ~~Presence of a rental spike or the actual carrying out thereof shall not be tolerated by the park ever and will result in the immediate termination of all tenancies of all tenants who participate in same at the discretion of the Manager. Any other attempts to disrupt the business and economic interests of the park shall also result in the termination of a tenant's tenancy at the park above mentioned in such harmful activities. Any tenant or group of tenants found spreading lies and/or false information and rumors in the park about the park and its operations shall be subject to having their tenancies terminated at the park and being evicted from same.~~
- (9.) The distribution of any notices, handbills or the like by tenants, visitors, or any outsiders working on behalf of any tenants in the park will result in such tenants having their tenancies terminated at the discretion of the Manager, unless such notice is approved by the Manager for posting outside the clubhouse office window, or a small sign for a tenants meeting is approved to be installed near the park entrance, or said notices are mailed through the mail to any tenant. The putting of notices in mail boxes without going through the postal system is against the law and forbidden in our park.
- (10.) All vehicles owned by any tenant must have a park sticker thereon, which shall be placed on the front left bumper if it's a four wheel vehicle, and placed on the front bumper if it is a motor cycle or scooter. The Park shall provide stickers to all tenants at no charge for their vehicles.
- (11.) Visitors in vehicles will not be allowed into the park without an approved visitor's pass (which can be obtained at the clubhouse during office hours) or if the security guard is unable to obtain verbal approval by telephone from any tenant designated by the visitor to be visited. Tenants who have not given the Manager their telephone number should do so if they want visitors to be approved to enter into the park to visit then when approvals are required by the security guard.
- (12.) Equipment and apparatus furnished on these grounds are solely for the convenience of the tenants; management reserves the right to withdraw or remove same from the premises without cause or reason at any time.
- (13.) Stealing, threatening and aggressive behavior shall be grounds for immediate eviction from the premises. People and their property shall be treated with due respect at all times. Children found committing such acts will cause their parent's rental agreement to be terminated.
- (14.) Personal checks initially accepted by the management for deposit, and which are dishonored (bounced) by the bank for any reason will not be accepted for redeposit by the management a second time. Under these circumstances, any subsequent attempt to pay rent, plus the dishonored check fee, plus any late charges that may accrue must be done either with cash, or a certified check, or a money order.
- (15.) All tenants residing at the park must enter into a rental agreement with the park if they have not done so already by June 1, 1981, or else be subject to having their tenancies terminated at the discretion of the Manager.
- (16.) The area behind and west of the clubhouse shall be for adults only to reside there.