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IN THE SUPERIOR COURT OF THE STATE OF ARIZONA
IN AND FOR THE COUNTY OF MARICOPA

STATE OF ARIZONA, ex rel. KRISTIN
K. MAYES, Attorney General,

Plaintiff,

v.

PALO VERDE MOBILE HOME PARK,
LLC, an Arizona limited liability company,
d/b/a "Palo Verde MPH";

LANDON ASSET MANAGEMENT, LLC
an Arizona limited liability company; and

LANDON MANAGEMENT SERVICES,
P.C., an Arizona professional corporation,

Defendants.

Case No: **CV2025-035402**

COMPLAINT

(Hon. _____)

Plaintiff, the State of Arizona, *ex rel.* Kristin K. Mayes, Attorney General, for its Complaint
alleges:

OVERVIEW OF THE CASE

1
2 1. Palo Verde Mobile Home Park (“Palo Verde” or the “Park”) tenants face perilous
3 living conditions due to a dangerous electrical system that runs over-capacity and is prone to
4 frequent power failures that place tenants’ lives, health, and safety at risk.

5 2. Since 2023, the Park’s electrical system has experienced regularly-occurring
6 electrical outages, which peak during the summer months. This summer, starting June 2025, the
7 Park’s electrical system began shutting down frequently, sometimes for hours on end. And at least
8 one outage lasted for more than 24 hours.

9 3. The causes of these recurrent outages are a substandard, deteriorating electrical
10 system that cannot keep up with the energy demands of the Park’s tenants, and cannot meet their
11 basic needs.

12 4. During these outages, Park tenants are deprived of the ability to use their air
13 conditioning system and to adequately cool their homes within code requirements for habitable
14 dwellings. This deprivation exposes tenants to the dangerously extreme Arizona summer heat.
15 Risks from heat exposure are especially acute in mobile homes.

16 5. Mobile homes, which are typically made of metal and poorly insulated, heat up
17 faster than standard homes. The difficulty in cooling a mobile home exponentially increases once
18 a mobile home’s temperature rises to a dangerous level. Even short-term outages can lead to
19 outsized effects. The high indoor temperatures caused by outages persist long after the electricity
20 is “restored.” These frequent and regular outages at the Park pose an imminent threat of serious
21 injury, hospitalization, or death to tenants.

22 6. Defendants, Palo Verde Mobile Home Park, LLC, Landon Asset Management, LLC
23 and Landon Management Services, P.C. did not, and do not, inform tenants of the dangers
24 stemming from the Park’s outdated electrical system. The Defendants further failed to inform
25 actual and potential tenants about the electrical systems’ capacity, limitations, and reliability.
26

1 Receiving this information is critical and potentially life-saving. Withholding it is a bold example
2 of consumer fraud.

3 7. Similarly, Defendants failed to provide timely repairs and upgrades to the Park's
4 electrical system despite knowing about these frequent electrical outages, and the health and safety
5 risks outages pose to tenants.

6 8. On August 14, 2025, after receiving multiple complaints, Plaintiff sent Defendants
7 a Cease-and-Desist letter demanding the Park supply tenants with reliable and consistent
8 electricity. [Ex. 1, The State's Cease-and-Desist Letter]. Although Defendants engaged an
9 electrical contractor to make repairs as early as September 2023, to the State's knowledge, they
10 have yet to adequately repair the Park's electrical system, and many of their "repairs" actually
11 created additional hazards.

12 9. Defendants' continued refusal to make the repairs necessary to eliminate safety
13 hazards, bring the electrical system up to code, and solve the Park's habitability issues, places
14 Park tenants at serious risk of severe illness and/or death.

15 10. This conduct violates the Arizona Consumer Fraud Act, A.R.S. § 44-1521, *et seq.*
16 ("ACFA"), the Arizona Mobile Home Parks Residential Landlord and Tenant Act ("Mobile Home
17 Act") A.R.S. § 33-1401, *et seq.*, the Arizona Landlord Tenant Act § 33-1301, *et seq.* ("Landlord
18 Tenant Act"), Pima County¹ and City of Tucson codes designed to protect the health, safety, and
19 welfare of our community.

20 11. For these reasons, the State respectfully requests this Court intervene to safeguard
21 the rights and lives of Palo Verde's tenants.

22 **PARTIES**

23 12. Plaintiff is the State of Arizona *ex rel.* Kristin K. Mayes, the Attorney General of
24 Arizona (the "State" or "Plaintiff"), who is authorized to bring this action pursuant to the ACFA.

25
26 ¹ Pima County adopted the 2023 National Electrical Code (NFAP 70) pursuant to Pima County
Code Chapter 15.08.010.

13. Palo Verde Mobile Home Park, LLC (“Defendant Palo Verde”) is an Arizona limited liability company with its principal place of business in Tucson, Arizona. Defendant Palo Verde owns the property at issue in this case, Palo Verde Mobile Home Park, located at 3434 East Mossman Road, Tucson, Arizona 85706. Upon information and belief, the sole listed member and manager of Defendant Palo Verde, Mr. Joel Landon, has passed away. Defendant Palo Verde’s current ownership is unclear.

14. Landon Asset Management, LLC (“LAM”) is an Arizona limited liability company with its principal place of business in Tucson, Arizona. LAM owns approximately 18 mobile homes located at the Park. At least one of the mobile homes is leased to a tenant by LAM and managed by Landon Management. Jeffrey Landon is the sole listed member of LAM and the son of the sole owner of Defendant Palo Verde, Joel Landon.

15. Landon Management Services, P.C. (“Landon Management” and collectively referred to with LAM and Defendant Palo Verde as the “Defendants”) is an Arizona professional corporation with its principal place of business in Tucson, Arizona. Landon Management serves as the property management company for the Park. Jeffrey Landon is a shareholder of Landon Management and the son of the sole owner of Defendant Palo Verde, Joel Landon.

16. From at least 2023 to present, acting alone or in concert with others, Defendants, advertised, marketed, distributed, or leased rental properties and/or lots, to consumers throughout Pima County and the State of Arizona.

JURISDICTION AND VENUE

17. The ACFA, A.R.S. §§ 44-1521 to 44-1534 authorizes the State to bring this action and this Court has jurisdiction to enter appropriate orders both prior to and following a determination of liability pursuant to A.R.S. § 44-1528.

18. This Court has subject matter jurisdiction pursuant to A.R.S. § 12-123.

19. Venue is proper in Maricopa County pursuant to A.R.S. § 12-401(17).

20. The Court has personal jurisdiction over Defendant Palo Verde, because it is an Arizona limited liability company that transacts business in Arizona and committed violations of Arizona statutes in whole or in part within Arizona.

21. The Court has personal jurisdiction over LAM because it is a limited liability company that transacts business in Arizona committed violations of Arizona statutes, in whole or in part, within Arizona.

22. The Court has personal jurisdiction over Landon Management because it is an Arizona professional corporation that transacts business in Arizona committed violations of Arizona statutes, in whole or in part, within Arizona.

23. This action arises out of, and relates to Defendants' contacts with this forum.

FACTUAL BACKGROUND

24. Defendant Palo Verde's sole member, Joel Landon, acquired the Park in 1999.

25. The Park consists of approximately 60 lots.

26. Upon information and belief, most Park tenants own their own mobile homes or trailers. However, at least one tenant leases her home as well as her lot space from the Defendants, and LAM owns 18 total mobile homes at the Park.

27. All of the residents at the Park rely on its electrical system to meet their basic needs.

Defendants' Electrical System Is Hazardous

28. Defendants' electrical system is dangerous, overloaded, unreliable, and in immediate need of repair. [*See generally*, **Ex. 2**, Decl. of George Hogge, Electrical Engineer].

29. As currently constructed, power enters the Park through a utility wire that feeds into a single service point. *Id.* at ¶ 4(d).

30. From there, power is spliced into five (5) separate disconnect panels. *Id.* Four of these disconnect panels attach to a conductor that extends underground, from the disconnect to each mobile home pedestal. *Id.* at ¶¶ 4-5.

31. A fifth disconnect, that was recently installed, is attached to a “temporary” power cable that is unprotected and routes along the top of the ground. *Id.* at ¶ 5.

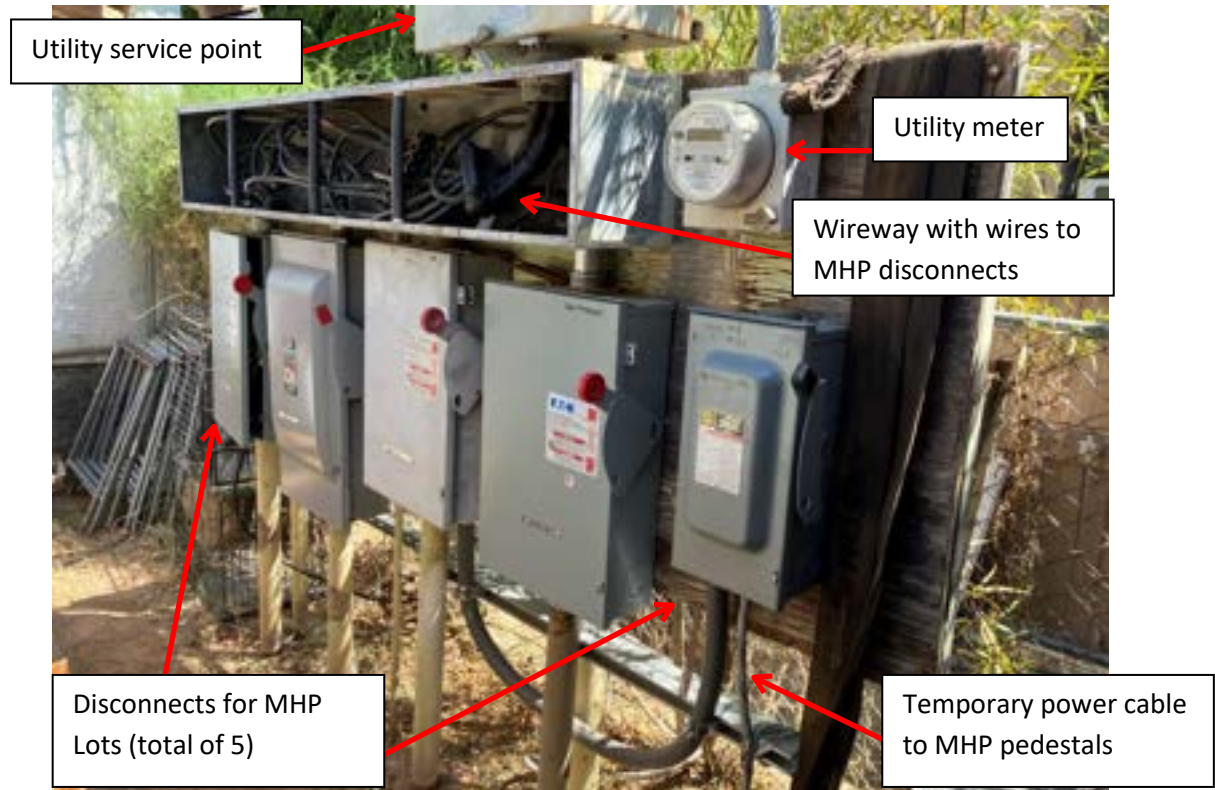


Figure 1. Disconnect panels serving entire MHP.

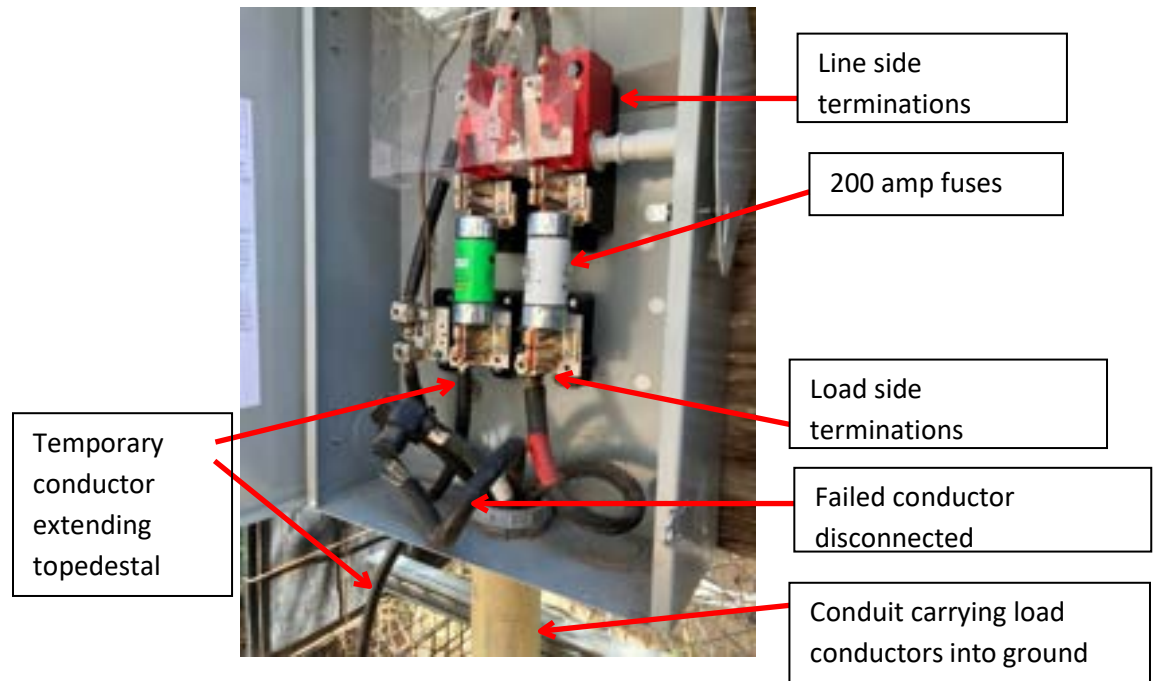


Figure 2. Disconnect with front door open.

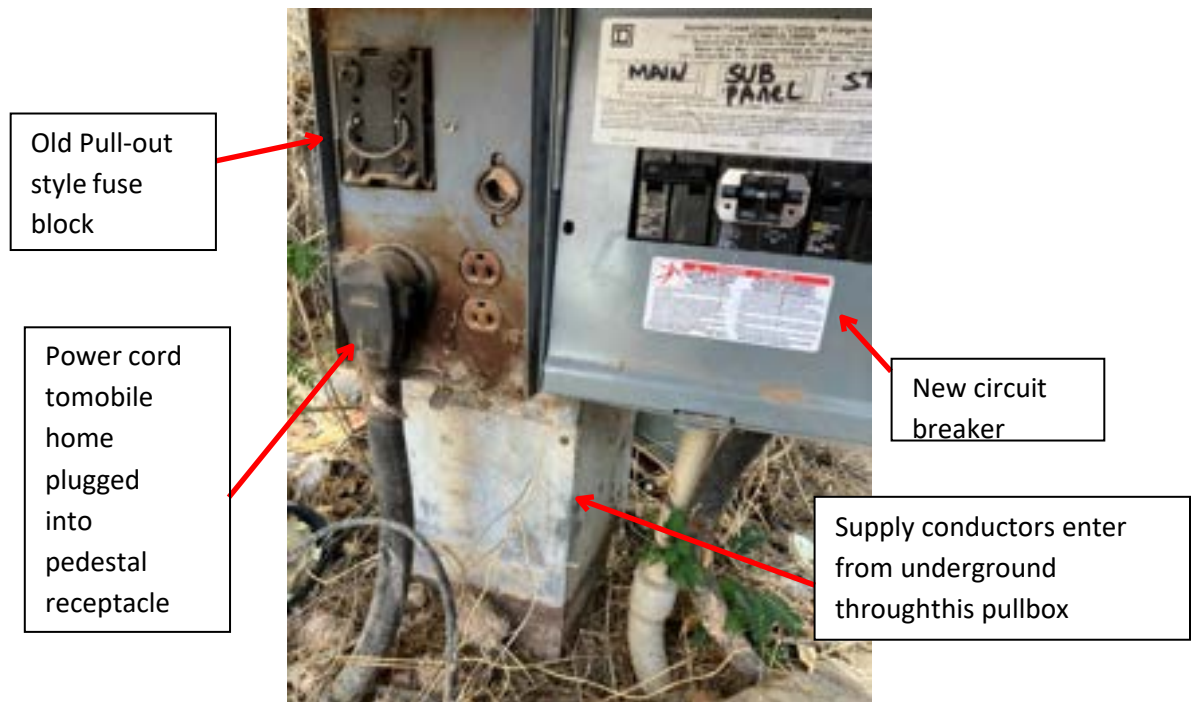


Figure 3. Pedestal with mobile home power cord plugged into receptacle. Also note new circuit breaker panel to right.



Figure 4. Temporary power feed into pedestal.

32. This electrical system creates several serious safety issues for the Park Residents.

33. To start, the above-ground placement of the “temporary” power cable at the fifth disconnect is an electrical shock hazard and exposes the wire to external damage, increasing the risk of electrical outages. *Id.*

34. Next, the underground conductors that extend from the disconnect panels to each mobile home pedestal do not appear, and are likely not, adequately protected through insulation. *Id.* ¶¶ 11, 26-29.

35. Indeed, one of these underground conductors has already failed, and it is only a matter of time before the insulation fails on the other directly buried conductors, if it hasn’t happened already. *Id.* at ¶ 28.

1 36. When the insulation fails on the directly buried conductors, moisture leaking into
2 the conductor will cause it to turn to dust, resulting in erratic voltages and creating a significant
3 risk of fire within the mobile homes. *Id.*

4 37. Given the age of the electrical system, the failure of one buried conductor, and the
5 visible evidence of weatherization, including substantial oxidation, the Park's electrical system
6 poses an imminent risk. *See id.* at ¶¶ 11, 16, 26-29.

7 38. More, conductors with failing insulation may soon leak electrical current into the
8 soil, and draw excess power, placing even greater strain on an already overloaded system and
9 risking frequent and multiple outages. *Id.* at ¶ 28.

10 39. Finally, there are a host of miscellaneous hazards and insufficient quick-fixes that
11 are visible throughout the park, including boards stacked too closed to the five disconnects (*Id.* at
12 ¶ 19), conductors at a pedestal being inappropriately fed into an adjacent pedestal (*Id.* at ¶ 18),
13 and temporary power feeds lying on top of the ground (*Id.* at ¶ 17).

14 40. All of these hazards continue to exist even after the Defendants hired Sovereign
15 Electric to conduct repairs. *Id.* at ¶¶ 20-23.

16 41. Defendants have and continue to fail to disclose these serious hazards to its residents
17 and prospective residents. [**Ex. 3**, Decl. of A. Baez, ¶ 7; **Ex. 4**, Decl. of J. Estrada, ¶ 7; **Ex. 5**, Decl.
18 of M. Melendez, ¶ 8; and **Ex. 6**, Decl. of N. Vergada, ¶7].

19 ***Defendants Fail to Disclose the Electrical Systems' Limitations***

20 42. The dangers associated with Defendants' electrical system, however, do not end
21 with its aging infrastructure and failing insulation.

22 43. The system is also severely overloaded and is not designed to handle the energy
23 demands of a modern park of this size. [*See generally*, **Ex. 2**].

24 44. The initial four disconnect panels are each rated at 200 amps and serve
25 approximately fifteen mobile homes each. *Id.* at ¶ 6. A fifth disconnect was added on or about
26

1 June 24, 2025, to divert power for two pedestals from one of the original four disconnects as a
2 temporary solution. *Id.* at ¶ 21(c).

3 45. Although one can assume some variance in electrical usage, in terms of the time
4 each tenant uses electricity and the amount consumed, 200 amps is not adequate during periods
5 of high loading – for example, during the summer when every resident can be expected to power
6 their air conditioning unit(s). *Id.* at ¶¶ 6, 25.

7 46. The meager number of amps provided by each disconnect is matched by the small,
8 50-amp pedestals provided at each individual mobile home. *Id.* at ¶¶ 6, 24, 25, 30.

9 47. 50-amp pedestals are inadequate for anything but an RV or very small domicile with
10 minimal HVAC if that domicile uses only gas for the water heater, cooking, and heating. *Id.* at ¶
11 30.

12 48. Typically, modern pedestals are rated for at least 100 amps per home. *Id.*

13 49. Manufactured homes, like those many Palo Verde residents own, may require 150-
14 200 amps to meet their basic electricity need (*Id.* at ¶ 24), and many homes at the Park utilize at
15 least one mini-split air conditioning system, which can each require anywhere from 15-45 amps
16 to run.

17 50. The mismatch between the energy demands of the Parks’ tenants and the amps
18 provided quickly overloads the disconnects and is likely one of the primary causes of the Parks’
19 recurrent electrical outages. *Id.* at ¶¶ 6, 24, 25, 30, 31(b) and (c).

20 51. Indeed, Palo Verde hired Sovereign Electric and HVAC as an electrical contractor
21 to address repeated blown fuses as early as September 20, 2023. *See Id.* at ¶¶ 20-22 and appendices
22 1 and 2.

23 52. Sovereign Electric reported the following information regarding times they
24 analyzed problems with Palo Verde’s electrical system:

- 25 a. September 20, 2023: a subpanel repeatedly blew fuses due to a “shorted wire in
26 subpanel #2” and “non-insulated splices under the roadway.”

- 1 b. August 21, 2024: “Burnt disconnect in the far-left subpanel causing overheating and
2 blown fuses.” Repairs were made due to the aged system.
- 3 c. June 24, 2025: “Overloaded 200A circuit causing disconnect to blow fuses.”
4 Sovereign Electric added a 5th disconnect to spread load and ran a temporary power
5 line to two pedestals. (Upon information and belief, those “temporary” lines are still
6 existing.)
- 7 d. July 14, 2025: Found “ten mobile home lots without power due to northwest line
8 disconnect blowing fuses” and “a faulty underground line running from the
9 disconnect to the first pad.”
- 10 e. August 25-28, 2025: “Repeated fuse blowouts in the disconnect feeding the [north
11 east] quadrant of the park.”

12 53. In response to the August 25-28th repairs, Sovereign Electric indicated that they
13 installed over current protection at the pedestal(s) that “reduced the ampacity of individual
14 breakers and fuses to limit the overall current draw on the existing 200 amp disconnect servicing”
15 the north east quadrant at Palo Verde. *Id.*

16 54. Upon inspecting the electrical system in August 2025, the State’s electrical
17 engineering expert provided the following in his Declaration:

18 While this could be effective in reducing or eliminating the outages to the
19 north east quadrant ..., it presents a likely issue for each individual mobile
20 home. Overcurrent devices such as breakers and fuses are only intended to
21 protect conductors and equipment and are NOT intended to be a load
22 limiting device. It is likely that one or more of those mobile homes will
23 overload that device causing it to trip and leaving that home with partial or
24 no power. At best, if they are “limited” by a 2-pole circuit breaker, they will
25 have to reset the breaker to restore power. As at least some of these homes
26 are now “limited” by fuses that will require replacement. It is very unlikely
 that these homeowners have the replacement fuse on hand or are able to
 physically or safely replace the fuses in these old pedestals.

1 *Id* at ¶22(b).

2
3 55. Defendants never notified tenants or prospective tenants about the severe limitations
4 of Palo Verde's out-of-date electrical system. [Ex. 3, at ¶ 8; Ex. 4 at ¶ 8; Ex. 5 at ¶¶ 9 and 22; Ex.
5 6 at ¶ 18].

6 56. Nor did Defendants disclose to current and prospective tenants that the electricity
7 provided to the tenants would be less than the typical amount of electricity provided at other
8 mobile home parks, and would impact the number of household appliances they would be able to
9 simultaneously use.

10 57. Nor did Defendants advise current and prospective tenants about how the limited
11 amps impact residents' ability to control the climate in their homes, including using their air
12 conditioning during summer months.

13 58. Indeed, Defendants' representations and advertisements suggested the opposite, and
14 led consumers to believe that they would be able to power their standard household appliances
15 and air condition their mobile home without issue. [Ex. 3, at ¶ 10; Ex. 4 at ¶ 11; Ex. 5 at ¶¶ 11].

16 59. At least one tenant also rents a trailer from Defendants in addition to the lot space,
17 and she was not made aware of any limitations on electricity related to the trailer or lot space. [Ex.
18 3, at ¶ 8].

19 60. If the tenants at Palo Verde had known about the electrical systems' dangerousness,
20 poor design, unreliability, and its limitations, many would not have chosen to lease a lot at the
21 Park. [Ex. 3 at ¶ 9; Ex. 4 at ¶ 10; Ex. 5 at ¶ 10; Ex. 6 at ¶ 9].

22 ***Palo Verde's Frequent Electrical Outages Expose Residents to Dangerous Heat***

23 61. The age and poor design of Palo Verde's electrical system has, quite predictably,
24 led to regular systems' failures and electrical outages. These outages began approximately two
25 years ago in 2023, and the number of outages has peaked during the summer months, when the
26

1 residents' air conditioning units place the most strain on the electrical system and on the
2 disconnects that supply power throughout the Park.

3 62. This summer was no exception, and starting in June 2025, the Park's electrical
4 system began experiencing regular outages. [Ex. 3 at ¶ 12; Ex. 5 at ¶ 15; Ex. 6 at ¶ 12].

5 63. During these outages, the temperatures inside residents' homes rapidly rise to
6 dangerous levels, and once the mobile homes heat up, it's difficult to cool back down – thus, even
7 short outages, lasting less than one hour, can have outsized effects and endanger some residents.
8 [Ex. 3 at ¶ 15; Ex. 4 at ¶ 15; Ex. 5 at ¶ 18; Ex. 6 at ¶ 14].

9 64. As one resident states: "I estimate that it reaches the high 80's to mid-90's within
10 an hour or so." [Ex. 3 at ¶ 15]. These conditions are incredibly dangerous, especially for
11 vulnerable populations, like seniors and children.

12 65. The same resident noted that "if the electricity is out for more than an hour, I have
13 to leave and go to one of our friends' homes to cool off." [Ex. 3 at ¶ 16]. Another resident brought
14 up challenges in maintaining her disabled sister's insulin medicine at a proper temperature. [Ex.
15 5 at ¶ 13]. And that in one outage, on July 5, 2025, both she and her sister became ill, with her
16 sister experiencing heavy vomiting. [Ex. 5 at ¶ 16].

17 66. It is well-documented that extreme heat is a safety hazard, and risks associated with
18 the repeated power outages are not theoretical.

19 67. In 2023 and 2024, approximately 277 heat-related deaths occurred indoors, in
20 uncooled environments in Arizona,² and individuals in mobile homes are at particular risk of heat-
21 related illnesses and death.

22
23 ² Maricopa County Public Health Department, "2024 Heat-Related Deaths Report,"
24 available at: <https://www.maricopa.gov/ArchiveCenter/ViewFile/Item/5934>; Associated Press,
25 "Heat Deaths of People Without Air Conditioning, Often in Mobile Homes, Underscore Energy
26 Inequity," August 2, 2024, THE COPPER COURIER, available at:
<https://apnews.com/article/extreme-heat-deaths-air-conditioning-095cc1820abab04ed9729c6de73f21ce>;

68. In Maricopa County, for example, mobile home residents make up 5% of residents, but constitute between 30-40% of all heat-related deaths indoors, depending on the year.³

69. In 2023, approximately 47 heat-related deaths occurred indoors in Pima County in uncooled environments.⁴

70. In Pima County, for example, mobile home residents make up 10% of all housing,⁵ but account for 30% of heat related deaths.⁶

71. A large number of mobile homes – approximately 35% of the Pima County Mobile Home stock – were built before 1976, and are likely not energy efficient.⁷

72. The dangers of extreme heat are acute in mobile homes because of their construction – they are often poorly insulated and made of metal. This design exposes people to the elements more than any other type of housing, as these dwellings transform into “broiling tin can[s]” in the “blazing desert sun.”⁸

73. Indeed, Park tenants reported that temperatures at Palo Verde regularly spiked above 82 degrees Fahrenheit, the maximum temperature permitted for dwellings under Tucson

³ Faller, Mary Beth, “ASU Team’s Research Leads to New Law Protecting Mobile-Home Dwellers,” ASU NEWS, Apr. 11, 2024, available at: <https://news.asu.edu/20240411-environment-and-sustainability-asu-teams-research-leads-new-law-protecting-mobilehome>; “Discoveries and Solutions at the Intersection of Heat, Health, and Housing,” KNOWLEDGE EXCHANGE FOR RESILIENCE, available at: <https://resilience.asu.edu/heathealthandhousing>
⁴ <mailto:https://app.powerbigov.us/view?r=eyJrIjoieYzUxYmEwOGUtMzUwYy00Mzg5LWlwMDgtMjU5MDY3NzIwYTlxIiwidCI6IjMzYjZlMmMzLTBiMWEtNDg3OS1iNzQxLTQ3NDYxYTZjMWE4OSJ9>

⁵ <https://eller.arizona.edu/news/2019/08/manufactured-housing-gap-tucson-pima-county>

⁶ <https://azluminaria.org/2025/02/17/suffering-hidden-from-view-mobile-home-and-rv-residents-in-pima-county-die-from-heat-at-high-rates/>

⁷ https://mapazdashboard.arizona.edu/sites/default/files/images/mhgap_ Kear_ white_ paper_ final.pdf

⁸ Associated Press, “Heat Deaths of People Without Air Conditioning, Often in Mobile Homes, Underscore Energy Inequity,” August 2, 2024, THE COPPER COURIER, available at: <https://apnews.com/article/extreme-heat-deaths-air-conditioning-095cc1820abab04ed9729c6de73f21ce>

1 City Code § 16-11(2)(a)), with some homes reaching above 90 degrees Fahrenheit. [Ex. 3 at ¶ 15;
2 Ex. 4 at ¶ 18; Ex. 6 at ¶ 14].

3 74. This data demonstrates that Palo Verde's tenants struggle to maintain safe
4 temperatures in their homes – and Defendants have done almost nothing to help.

5 75. Despite knowing about these outages for years, Defendants have failed to repair or
6 upgrade their defunct electrical system.

7 76. Despite knowing about these outages for years, Defendants have failed to disclose
8 the unreliability of the electrical system to their actual and prospective tenants.

9 77. Had the tenants at Palo Verde known that the electrical system was unreliable and
10 that management would not maintain or upgrade it, they would not have chosen to lease at lot at
11 the Park.

12 **COUNT I**

13 **Deceptive Omissions**

14 **Arizona Consumer Fraud Act, A.R.S. §§ 44-1521 to 44-1534**

15 78. The State realleges all prior allegations of this Complaint as though fully set forth
16 herein.

17 79. The conduct described in the preceding paragraphs of this Complaint constitutes
18 deceptive and unfair acts or practices, fraud, false pretenses, false promises, misrepresentations,
19 or concealment, suppression or omission of material facts with intent that others rely on such
20 concealment, suppression or omission, in connection with the sale or advertisement of
21 merchandise in violation of the ACFA, A.R.S. §§ 44-1521 to 44-1534.

22 80. From at least 2023 to present, Defendants violated the ACFA in connections with
23 the rental and advertisement of Park units by concealing, suppressing, or omitting material facts
24 from potential residents with the intent that consumers rely thereon, including, but not limited to,
25 failing to disclose in its advertisements and representations at the time of renting its units:

26 a. That the Parks' electrical system is dangerous and presents an ongoing fire hazard;

- b. That the lots within the Park lack adequate and consistent electricity;
- c. That a resident would be limited in their ability to simultaneously operate basic household items like an air conditioning unit, refrigerator, microwave, and/or other standard appliances;
- d. That Defendants would not maintain the electrical system, and would instead allow them to fall into disrepair, creating uninhabitable and often unsafe conditions for residents.

81. Pursuant to Arizona law, a practice of omitting information in connection with the sale and advertisement of merchandise may be a deceptive practice in violation of the ACFA. *State ex rel. Horne v. AutoZone, Inc.*, 229 Ariz. 358, 361 (2012).

82. From at least 2023 to present, Defendants' routinely made the material omissions specified in ¶80. This pattern of unlawful omission constitutes a deceptive practice in violation of the ACFA.

83. While engaging in the acts and practices alleged in this Complaint, Defendants knew or should have known that their conduct was of the nature prohibited by A.R.S. § 44-1522, subjecting themselves to enforcement and penalties as provided in A.R.S. § 44-1531(A).

COUNT II

Deceptive Practices

Arizona Consumer Fraud Act, A.R.S. §§ 44-1521 to 44-1534

84. The State realleges all prior allegations of this Complaint as though fully set forth herein.

85. From at least 2023 to present, Defendants engaged in deceptive acts and practices in connection with the advertisements of their rental lots and mobile homes including, but not limited to:

- a. Falsely stating and/or implying that the Park units would come with functioning electricity; and

b. Falsely stating and/or implying that residents would be able to use standard household appliances (like refrigerators, microwaves, and laundry) in addition to air conditioning units.

86. While engaging in the acts and practices alleged in this Complaint, Defendants knew or should have known that their conduct was of the nature prohibited by A.R.S. § 44-1522, subjecting themselves to enforcement and penalties as provided in A.R.S. § 44-1531(A).

COUNT III

Unfair Practices

Arizona Consumer Fraud Act, A.R.S. §§ 44-1521 to 44-1534

87. The State realleges all prior allegations of this Complaint as though fully set forth herein.

88. The ACFA prohibits the use of “unfair” acts and practices in connection with the sale or advertisement of merchandise.

89. Unfair acts and practices are those that are harmful to consumers, not reasonably avoidable by consumers, and not outweighed by countervailing benefit to consumers or to competition.

90. Defendants engaged in unfair acts and practices in connection with the sale and advertisement of rental units in violation of the ACFA by contracting with residents and then failing to provide reliable electricity to their residents in violation of the Mobile Home Act and Landlord Tenant Act, A.R.S. §§ 33-1401, *et seq.*, and established public policy.

91. These acts and practices caused or were likely to cause substantial injuries to consumers that were not reasonably avoidable by consumers and were not outweighed by countervailing benefits to consumers or to competition.

92. Consumers are suffering, have suffered, and will continue to suffer substantial injury as a result of Defendants' violations, including, but not limited to:

- a. Increased risk of serious injury or death due to Defendants' hazardous, ill-kept, out-of-code electrical system;
- b. Increased risk of serious injury or death due to lack of consistent and reliable electricity;
- c. Inability to enjoy the habitability of a resident's home as bargained for when renting at the Park, while continuing to pay for the same without offset; and
- d. Monetary damages in the form of excess rent and fines, excess utility fees and fines, medical bills, loss of appliances, air conditioning units, and other personal items.

93. Absent injunctive relief by this Court, Defendants are likely to continue to injure consumers and harm the public interest.

94. While engaging in the acts and practices alleged in this Complaint, Defendants knew or should have known that their conduct was of the nature prohibited by A.R.S. § 44-1522, subjecting itself to enforcement and penalties as provided in A.R.S. § 44-1531(A).

PRAYER FOR RELIEF

Wherefore, the State requests that the Court:

- A. Enter a permanent injunction to prevent future violations of the ACFA by Defendants pursuant to A.R.S. § 44-1528(A);
- B. Enter a permanent injunction to prevent future violations of the Mobile Home Act, A.R.S. §§ 33-1401, *et seq.*, and A.R.S. § 33-1452(F)(9), pursuant to A.R.S. § 44-1528(A);
- C. Enter a permanent injunction to prevent future violations of the Landlord Tenant Act, A.R.S. §§ 33-1301, *et seq.*, pursuant to A.R.S. § 44-1528(A);
- D. Enter a permanent injunction barring Defendants from renting real property to Arizona consumers pursuant to A.R.S. § 44-1528(A)(4);
- E. Award restitution and disgorgement pursuant to A.R.S. § 44-1528(A)(2) - (3);

- 1 F. Award civil penalties of up to \$10,000 per willful violation of the ACFA
2 pursuant to A.R.S. § 44-1531;
3 G. Award the State its costs and fees pursuant to A.R.S. § 44-1534; and
4 H. Award any additional relief as the Court determines to be just and proper.

5 **JURY DEMAND**

6 95. The State demands trial by jury on all issues so triable.
7

8 DATED September 30, 2025
9

10 **KRISTIN K. MAYES**
11 **ATTORNEY GENERAL**

12 By: /s/ Amanda Salvione
13 Amanda Salvione
14 Heather Hamel
15 Tarah White
16 *Assistants Attorneys General*
17 *Attorneys for Plaintiff State of Arizona*
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EXHIBIT 1

ARIZONA ATTORNEY GENERAL
CONSUMER PROTECTION & ADVOCACY SECTION
2005 NORTH CENTRAL AVENUE
PHOENIX, AZ 85004-1592

CPAE60599

UNITED STATES
POSTAL SERVICE

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Penny Smart

Palo Verde Mobile Home Park, LLC
c/o Bogutz & Godron, Statutory Agent
3503 N. Campbell Ave., #101
Tucson, AZ 85719



OFFICE OF THE ARIZONA ATTORNEY GENERAL

KRIS MAYES
ATTORNEY GENERAL

**CIVIL LITIGATION DIVISION
CONSUMER PROTECTION & ADVOCACY SECTION
CONSUMER LITIGATION UNIT**

AMANDA SALVIONE
ASSISTANT ATTORNEY GENERAL
DIRECT PHONE No. (602) 542-8798
AMANDA.SALVIONE@AZAG.GOV

August 14, 2025

SENT VIA CERTIFIED MAIL:

Palo Verde Mobile Home Park, LLC
Park Office, Management
3434 East Mossman Road
Tucson, Arizona 85706

Landon Management Services, P.C.
ATTN: Jeffrey Landon
273 South Scott Avenue
Tucson, Arizona 85701

Palo Verde Mobile Home Park, LLC
ATTN: Joel B. Landon
6536 East Santa Aurelia Street
Tucson, Arizona 85715

Palo Verde Mobile Home Park, LLC
c/o Bogutz & Godron, Statutory Agent
3503 North Campbell Avenue, #101
Tucson, Arizona 85719

Re: Failure to Provide Continuous Electricity at Palo Verde Mobile Home Park

Attention Palo Verde Management:

The Arizona Attorney General's Office ("AGO") received multiple complaints that Palo Verde Mobile Home Park ("Palo Verde" or the "Park") is not in compliance with the Arizona Mobile Home Parks Residential Landlord and Tenant Act, A.R.S. § 33-1401, *et seq.*, due to failure to provide consistent electricity to Park residents. AGO believes that this failure is causing many residents to go without air conditioning, posing a substantial risk their health and safety. The Park's failure to provide reliable electricity in these conditions is both unacceptable and unlawful, and is especially troubling given that the Complex is home to scores of vulnerable residents, including infants, children, and seniors.

Based on consumer statements, we understand that the Park's electricity is experiencing frequent and lengthy interruptions to its electrical services. Consumers also report that outages have occurred over a number of years and that they lack sufficient, sustainable remedies. We highly encourage the Park have its electrical system assessed to ensure the provision of proper electricity to all residents during the summer months, consistent with your legal requirements.

A failure to remedy these dangerous conditions places Park residents at risk of serious injury or death. These risks are not speculative. In the past two years, approximately 277 heat-

related deaths occurred indoors in uncooled environments.¹ This risk is heightened in mobile homes which reach dangerous temperatures faster than insulated dwellings.

The Park does little to warn or protect residents from these serious health hazards. In fact, none of the Park's online listings and/or advertisements provide notification or warning to would-be tenants about this ongoing, serious habitability issue. These representations and omissions, appear to be false or deceptive and may constitute violations of the Arizona Consumer Fraud Act (A.R.S. § 44-1521, *et seq.*). The Park's failure to comply with applicable laws may also constitute unfair business practices. The Arizona Consumer Fraud Act prohibits the deceptive advertising of real estate leases, including land leases, and unfair business practices. Those who violate the Arizona Consumer Fraud Act may be subject to civil penalties of up to \$10,000 per violation, disgorgement of profits, and responsible to pay restitution to consumers.

The AGO demands that Palo Verde immediately comply with the Arizona Mobile Home Parks Residential Landlord and Tenant Act and the Arizona Consumer Fraud Act by making all repairs necessary to ensure that the electrical system is capable of providing consistent and reliable electricity to all homes at the Park. Please provide us with written confirmation of compliance, including verification from a properly licensed electrician, by 4:00 p.m. on **Wednesday, August 20, 2025**.

If the Park cannot restore electricity to residents by this deadline, we demand that you offer and provide appropriate, alternative remedies, as may be elected by each applicable Park resident until completion of the necessary repairs. Including, but not limited to, offering placement in alternative housing at no cost to the residents.

The AGO also demands that Palo Verde preserve all documents, correspondence, communications (including employee and contractor emails, instant messages, and text messages), and any other written and electronic materials from May 2022 to the present that relate to (a) maintenance requests at the Park; (b) the electrical, gas, and plumbing system and any components of those systems at the Park; and (c) the Park's sale or advertisement of any lots or other products related to the Park in anticipation of litigation.

As a final note, the AGO reminds Palo Verde that any retaliation against residents who request repairs is unlawful. Additionally, Arizona Fair Housing Laws guarantee Arizona citizens equal conditions and access to services, such as functioning electricity air conditioning. As such, any remedial measures or repairs cannot be provided on a discriminatory basis. Housing providers must also make reasonable accommodations for individuals with disabilities. Failing to provide an accommodation to an individual whose disability is impacted or exacerbated by heat related conditions can potentially be a violation of the Fair Housing Laws. The Civil Rights Division of the AGO is tasked with enforcing the Arizona Civil Rights Act and is aware of and monitoring for

¹ Maricopa County Public Health Department, "2024 Heat-Related Deaths Report," available at: <https://www.maricopa.gov/ArchiveCenter/ViewFile/Item/5934>; Associated Press, "Heat Deaths of People Without Air Conditioning, Often in Mobile Homes, Underscore Energy Inequity," August 2, 2024, THE COPPER COURIER, available at: <https://apnews.com/article/extreme-heat-deaths-air-conditioning-095cc1820abab04ed9729c6de73f21ce>

Failure to Provide Continuous Electricity at Palo Verde Mobile Home Park
Palo Verde Mobile Home Park, LLC
August 14, 2025
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any discriminatory actions on the basis of a protected class or failures to accommodate those with disability.

If you have questions about this letter, you may contact me at Amanda Salvione Amanda.Salvione@azag.gov or 602-542-8798, or Heather Hamel, senior litigation counsel, at Heather.Hamel@azag.gov or 602-542-7731.

Sincerely,



Amanda M. Salvione
Assistant Attorney General

AS/nt
WLVWXEB30D1JHA

EXHIBIT 2

DECLARATION OF GEORGE J. HOGGE PE

(as of September 2, 2025)

I, George J. Hogge PE, declare as follows:

1. I am a 69-year-old resident of Mesa, AZ.
2. In forming this declaration, I will rely on my own experience, training, education, and personal knowledge of the electrical design, construction, and codes.
 - a. I have been a Forensic Electrical Engineer full time for 25 years providing expert analyses of electrical failures, fires, and accidents. I have been a Journeyman Electrician for over 45 years and an Electrical Engineer for over 35 years. I was a design/build Electrical Contractor in Arizona for about 15 years where I was the qualifying party for numerous commercial and residential projects.
 - b. I have extensive experience designing, installing, repairing, and troubleshooting electrical services including mobile home pedestals such as those in this matter.
 - i. I was an Electrical Engineer for SRP for 10 years in the Distribution System Design where we supplied power to all end users including many Mobile Home Parks. During that time, I supervised the “inspectors” who inspected and approved all such service installations in SRP territory and was instrumental in the development of the SRP standards and requirement for those installations. Also, during that time, I was part of the transition of all SRP underground facilities from direct buried cables to an all conduit system.
 - c. I have operated as the co-owner and Principal Engineer of Engineering Forensics Experts for over 22 years.
 - d. I am a Registered Professional Electrical Engineer in AZ and a number of other states.
3. On August 19, 2025 I was contacted by Amanda Salvione, Assistant Attorney General for the Arizona Attorney General’s Office. My instructions were to conduct an overview of the electrical systems serving the Palo Verde Mobile Home Park (MHP) to determine, if possible, the causes of multiple outages as well as possible solutions. MHP consists of approximately 60 lots or spaces located at 3434 East Mossman Road, Tucson, Arizona 85706.
4. The background information provided to me was that there had been multiple long term electrical power outages for some time in this community, creating an unsafe condition for the residents, especially during recent periods of extreme heat warnings.
 - a. **Figure 1** through **Figure 3** below show the electrical service apparently to the entire MHP. The power from the utility enters the large junction box on the top from an overhead lateral and is metered by the utility company at that point. The utility connections and utility service point are in the large junction box at the top of **Figure 2** as indicated. From that point on all of the electrical facilities are the

responsibility of the MHP. **Figure 1** below shows the utility overhead lateral and **Figure 2** shows the utility service point panel.

- b. It is apparent from **Figure 2** that the MHP has allowed someone to place some type of storage shed in front of the service that has created a National Electrical Code (NEC) violation and a hazard as discussed below.



Figure 1. Overhead Utility lateral serving Mobile Home Park.

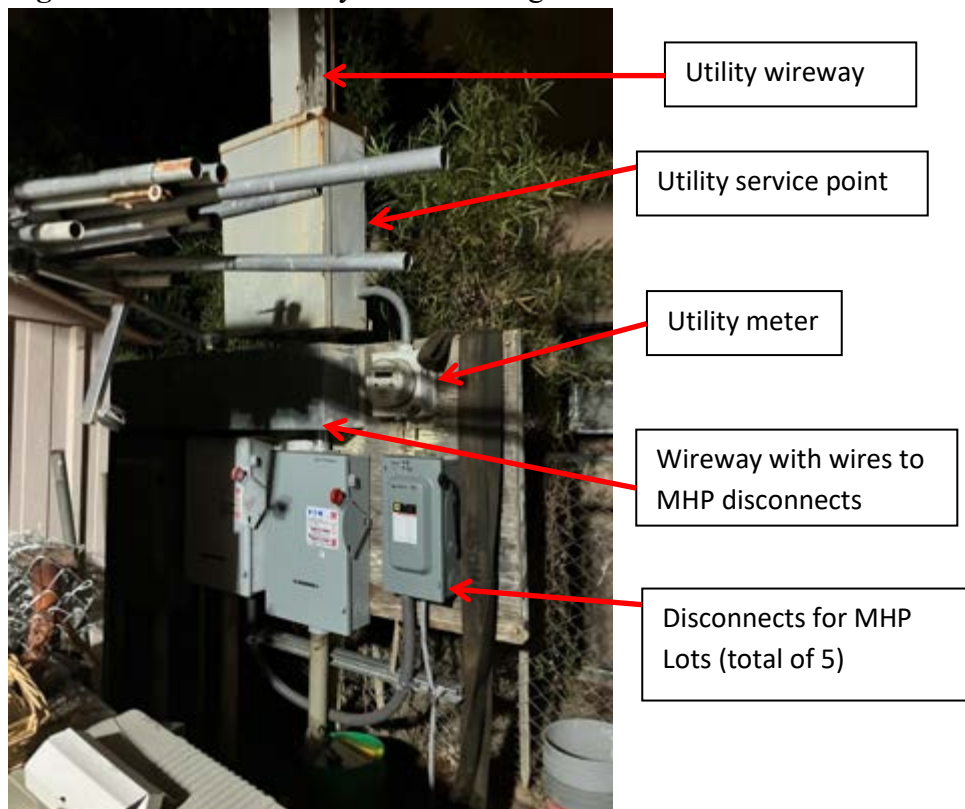


Figure 2. Overview of electrical service to MHP.

- c. The power is then routed through the large wireway which is open in **Figure 3** below. Multiple splices within that wireway route the power into each disconnect.
- d. From the wireway the power is routed into the five (5) gray disconnect panels with switching handles. These disconnects contain fuses that are intended to provide protection for the conductors that extend underground to each of the mobile home pedestals where the mobile home will plug in their main power cord.

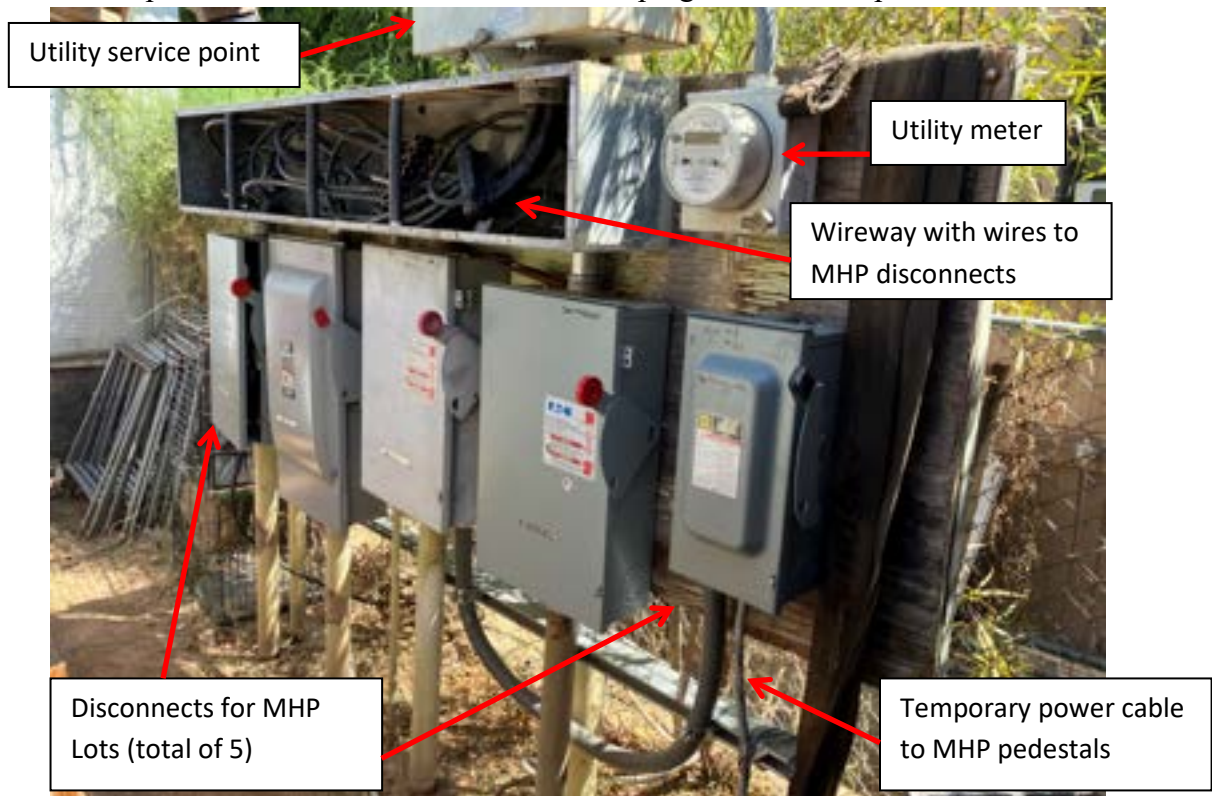


Figure 3. Disconnect panels serving entire MHP.

- 5. **Figure 3** above shows the five (5) disconnects that are currently providing power to the MHP pedestals. Of those the one on the far right has been added recently to apparently attempt to provide some additional capacity for the MHP pedestals. There is a “temporary” power cable extending from that added disconnect that is unprotected and routed along the top of the ground.
 - a. This condition presents a number of NEC code violations and hazards:
 - i. There is no protection of the conductors where they extend through the bottoms of the sheet metal enclosures at each end which would likely cause an eventual failure of the insulation and faulting, resulting in further outages.
 - ii. The lack of protection (such as conduit) of the conductors outside of the enclosures exposes them to external damage and personnel shock hazards.
 - iii. The NEC requires any such conductors to be buried a minimum depth of 24 inches for direct buried cables and 18 inches for cables within conduit.

Conductors lying on the ground or in shallow trenches are subject to damage and failure.

- b. The conditions found present a hazard so should only be used in an emergency for very short-term emergency use.

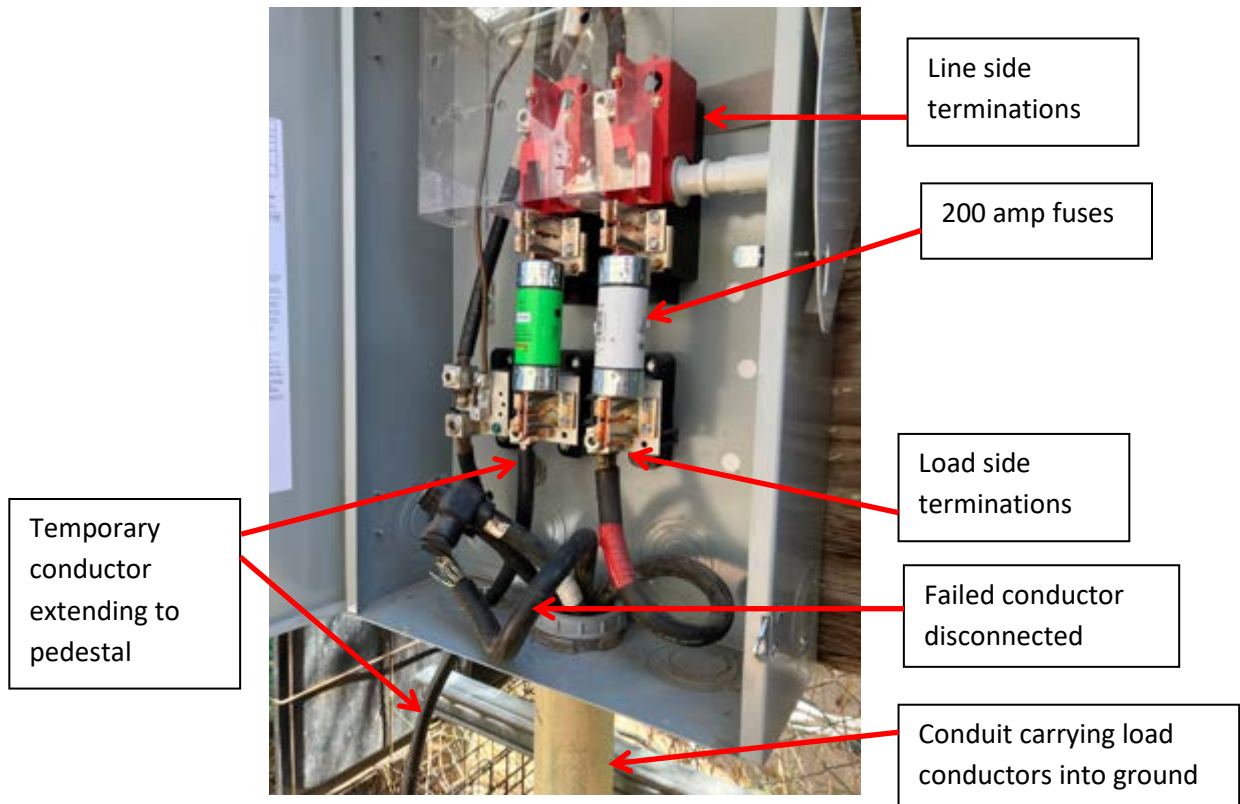


Figure 4. Disconnect with front door open.

- 6. **Figure 4** above shows one of the original disconnects with the front door open. The fuses within the panel are each rated at 200 amps and are intended to protect the conductors extending from the bottom of the panel that are routed underground to the mobile home pedestals. It is important to note that this limits the group of lots served by this disconnect to 200 total amps. With only 4 original disconnects, that means that about 15 homes are limited to a total of 200 amps of power. With the additional disconnect from June 24, 2025 (discussed below), about 12 homes now share 200 amps. It appears that each pedestal is rated at 50 amps. While a certain amount of diversity is assumed in planning the total load for such a group of homes, it becomes apparent that 200 amps total will not be adequate during any period of high loading such as the heat waves of this summer. It is also important to understand that the internal resistance of any conductor will increase with temperature,

which becomes a limiting factor on the capacity of the underground conductors as they are unable to dissipate the heat created by carrying the higher loads.

7. It was also noted that in the disconnect shown in **Figure 4**, one of the load side conductors had been disconnected from the terminal and was just left loose and unprotected in the panel, which would be considered a hazard. Apparently this has been part of the work done by Sovereign Electric and HVAC outlined below. It was reported that this cable had failed underground which will be discussed further below. A temporary conductor had been installed unprotected and lying on top of the ground or in a shallow trench from this disconnect to one of the pedestals. Again, this would be a code violation and a hazard so should only be used in an emergency for very short-term use.
8. Background information provided was that the outages would affect multiple residents and mostly were “partial outages” where portions of the 120 volt house receptacles and lighting would lose power and all of the 240 volt load such as HVAC would be inoperable. This condition would happen to groups of tenants each time, rather than just single lots as would be expected with only 4 or 5 disconnects serving 60 lots.
9. The partial outage would be consistent with the operation (tripping or blowing) of a single fuse in a 240 volt 2-pole fused disconnect or possibly partial tripping of a malfunctioning 2-pole breaker. The individual disconnects that served the MHP lots were the 2-pole fused disconnects as shown in **Figure 3** above.
10. The fact that there are only 4 of these original individual disconnects for 60 lots means there were about 15 lots served by each disconnect, now 12 served by each disconnect. This would mean that each time one of the fuses blows there would be about 12 or 15 homes affected. In this situation, the 240 Volt HVAC systems of those affected homes including HVAC would not operate at all.
11. It is important to note here that the conductors from the individual disconnects extend into the ground through the conduit as indicated in **Figure 4** above. It is extremely unlikely that these conductors are contained within, and protected by, conduit as they extend underground from this point to the MHP pedestals. This will be discussed further below.
12. The service points to each mobile home consist of typical “pedestals” as shown in **Figure 5** and **Figure 6** below. The power conductors would enter into this assembly from underground through the junction box as shown and then up to the MHP meter. It is apparent that the MHP is submetering the power to each lot through the meters as shown.
13. The assembly shown in **Figure 5** shows that at least some of the pedestals are a “back to back” arrangement in order to supply 2 mobile homes from one stub-up location.

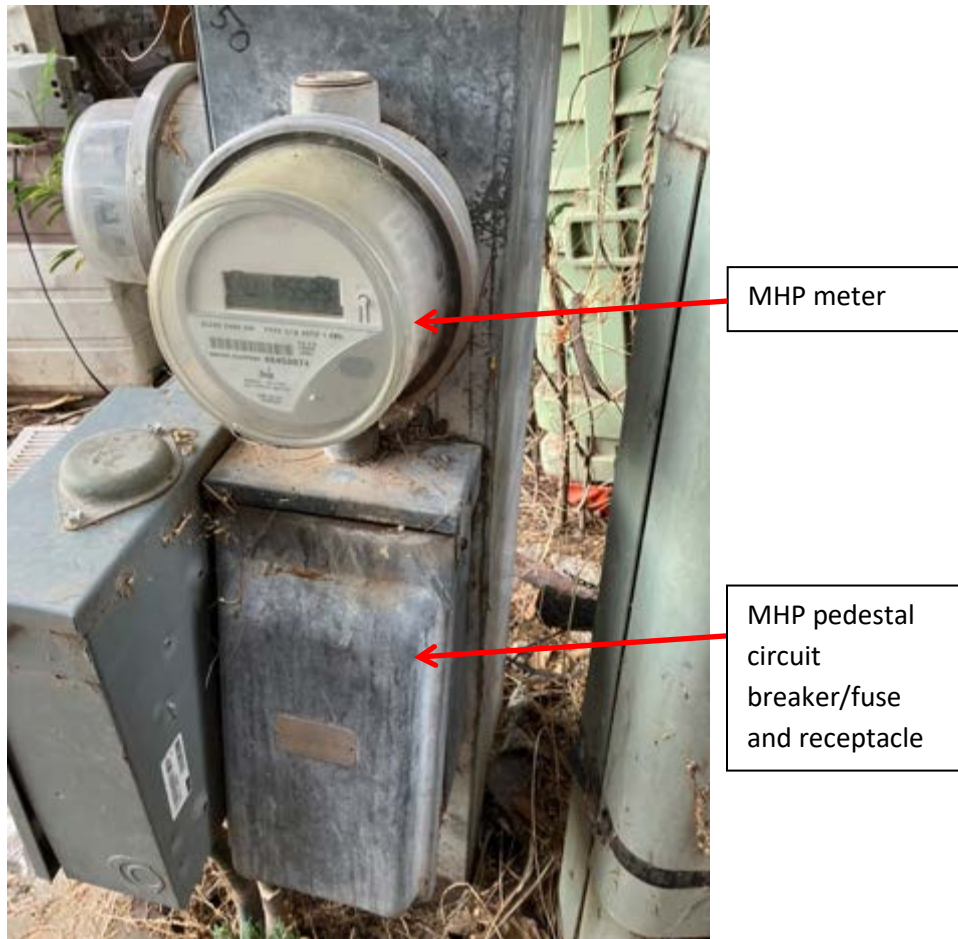


Figure 5. Typical MHP meter and pedestal assembly.

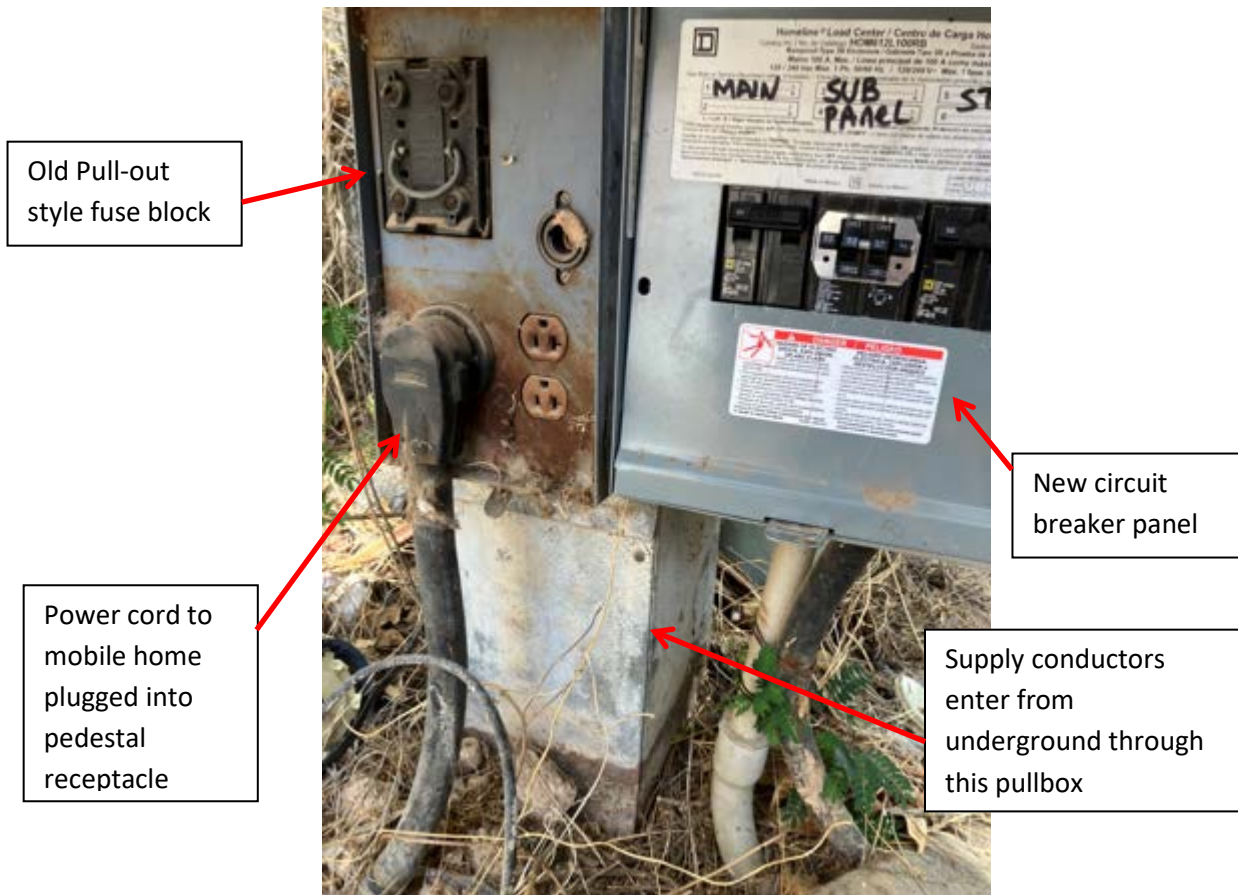


Figure 6. Pedestal with mobile home power cord plugged into receptacle. Also note new circuit breaker panel to right.

14. **Figure 6** above shows one of the pedestal boxes with the front cover lifted to show the mobile home power cord plugged into the pedestal receptacle. In this pedestal, the local protection and disconnect means is an older pull-out style fuse block which would contain two (2) fuses that are intended to protect the receptacle and mobile home power cord. The ratings of these fuses could not be determined without pulling them from the panel therefore taking an outage so they are unknown at this time.
15. **Figure 6** also shows that a very recent attempt has been made apparently to alleviate the outages by installing a circuit breaker panel with four (4) 2-pole breakers. The configuration of wiring at these breakers could not be determined without causing an outage.
16. It is apparent from **Figure 6** that there is significant oxidation of the old steel boxes. Such oxidation can become a factor in the failure rate of the cables and devices within.



Figure 7. Temporary power feed into pedestal.

17. **Figure 7** above shows the other end of the temporary power conductor the source of which is shown in **Figure 4** above. Again, this conductor is either lying on top of the ground or in a shallow trench which would be considered only an emergency short term condition only.
18. **Figure 8** below shows another remarkable condition found at one MHP pedestal assembly. The 2 red and 1 white conductors have been tapped off from the line side of the pedestal facing us and then through a penetration into the adjacent pedestal creating a serious hazard and code violation. There are a number of NEC code violations and hazards in this arrangement.
19. **Figure 9** below depicts a tape measure showing that there is approximately 30 inches of horizontal clearance in front of the disconnect panels creating a hazardous condition. The boards stacked against the storage shed also present a significant tripping hazard in the event that a worker needed to get away from an arc flash or electrical explosion. The National Electrical Code as well as Occupational Safety and Health Administration require a minimum of 36 inches of horizontal clearance and a lack of any tripping hazards.



Figure 8. Conductors running outside the envelope of the pedestal enclosure.



Figure 9. Tape measure showing less than approximately 30 inches of horizontal clearance in front of the disconnect switch panels.

ADDITIONAL INFORMATION RECEIVED:

20. **Appendix 1** and **Appendix 2** below contain letters from Sovereign Electric and HVAC who has been the Electrical Contractor that has been called to restore the power to the mobile homes a number of times recently.
21. The first letter dated August 19, 2025 describes four (4) major service events performed by Sovereign:
- a. September 20, 2023: a subpanel was repeatedly blowing fuses due to a “shorted wire in subpanel #2” and “non-insulated splices under the roadway”.
 - b. August 21, 2024: reported that a “Burnt disconnect in the far-left subpanel causing overheating and blown fuses.” Sovereign and/or management performed a number of repairs due to aged system.
 - c. June 24, 2025: reported that “Overloaded 200A circuit causing disconnect to blow fuses.” They added the 5th disconnect to spread load and ran a temporary power line to two pedestals. Apparently, those “temporary” lines are still existing as a code violation as described above.
 - d. July 14, 2025: Found “ten mobile home lots without power due to northwest line disconnect blowing fuses” and diagnosis found “a faulty underground line running from the disconnect to the first pad.”
22. The second letter dated August 29, 2025 describes further activities August 25-28 due to “Repeated fuse blowouts in the disconnect feeding the NE quadrant of the park”.
- a. The letter indicated that they found pedestals without overcurrent protection, which is a severe hazard to the wiring of the mobile home.
 - b. The letter indicates that they installed overcurrent protection at the pedestal(s) that “Reduced the ampacity of individual breakers and fuses to limit the overall current draw on the existing 200 amp disconnect servicing the area.” In my expert opinion, while this could be effective in reducing or eliminating the outages to the north east quadrant as a group, it presents a likely issue for each individual mobile home. Overcurrent devices such as breakers and fuses are only intended to protect conductors and equipment and are NOT intended to be a load limiting device. It is likely that one or more of those mobile homes will overload that device causing it to trip and leaving that home with partial or no power. At best, if they are “limited” by a 2-pole circuit breaker, they will have to reset the breaker to restore power. As at least some of these homes are now “limited” by fuses that will require replacement. It is very unlikely that these homeowners have the replacement fuse on hand or are able to physically or safely replace the fuses in these old pedestals.
 - c. The letter further indicated that they relocated service of two spaces from the north east quadrant disconnect to the south east quadrant disconnect after which they monitored loading during hot periods to be sure of no overloading. It seems unlikely that this will be a successful long term solution.

23. It is apparent that the entire system is antiquated and overloaded, and will continue to fail. Failure is especially likely during higher loading events. Such events are inevitable with the heat of summer and the residents upgrading appliances and HVAC systems to meet their basic needs.

ENGINEERING ANALYSIS AND COMMENTS:

24. It is apparent that the electrical systems of the MHP are aging, out of code compliance, and in need of immediate maintenance and a complete upgrade. MHP pedestals should likely be at least 150 amps per pedestal to meet resident needs.
25. The fact that there are only 4 (now 5) disconnects for 60 pedestals would be considered woefully inadequate.
26. The conductors leaving the disconnects and extending into the ground are apparently direct buried and not in conduit. This was the standard method of construction until about the 1990s and has been the cause of considerable failures requiring replacement and upgrading. This has also been the cause of a number of fires due to failure of the neutral conductor(s) within the system.
27. It has been established that more than one of these underground conductors has already failed resulting in non-compliant emergency wiring situations that must be repaired. Virtually all modern installations of underground electrical wiring is done within conduit systems which protects the wiring and also facilitates repairs and upgrades.
28. It is a matter of time before the insulation fails on direct buried cables such as these. That failure will result in outages if it happens to the energized conductors. If the neutral conductor insulation fails it won't typically cause an immediate outage, however that allows water into the copper or aluminum conductor inside. The moisture combined with electrical current will cause especially the aluminum conductor to turn to dust resulting in erratic voltages and a significant risk of fire within the mobile homes. This Forensic Engineer has investigated numerous fires and equipment failures caused by neutral failure in buried cables. My experience with the utilities and as a Forensic Engineer is that after 15-20 years the insulation will degrade to the point where leakages and failures begin to occur, especially if the conductors were not adequately protected from rocks etc. during the direct burial installation procedure.
29. At this point a good soaking rain would likely result in multiple outages for the MHP due to insulation failure on the underground conductors.
30. The 50 amp pedestals are inadequate for anything but an RV or very small domicile with minimal HVAC and using gas for the water heater, cooking, heating, etc. Modern pedestals are typically at least 100 amps. If the MHP is unable or unwilling to upgrade their electrical systems, then they need to limit the number and or size of mobile homes in the park.
31. The outages in question are caused by one or more the following factors;

- a. The insulation is failing on the buried conductors extending to the pedestals resulting in leakage current into the soil and excess current draw on the fuses. That fact that this is occurring more often recently would support that conclusion. Water from irrigation could be soaking down to the conductors and causing intermittent overcurrents. A good rainy season could result in a complete failure of the MHP electrical system.
 - b. The aggregate loading on the groups of pedestals has been exceeding the fuse ratings at the disconnects. During periods of extreme heat and resulting heavy and prolonged HVAC loading, there is little to no diversity for groups of consumers so the system has to be sufficiently robust to handle the aggregate loading. This is something that the MHP has to be aware of and responsible for.
 - c. The fuses at the disconnects are apparently not adequate for the loads. This can become a difficult situation to overcome without upgrading because the fuses have to be sized to protect the conductors. The conductors should be large enough to handle the loads. If they are not adequate and too large of fuses are installed it will likely result in conductor failures and possible fires.
32. During this brief overview we were not able to conduct any examination or testing of the system grounding for the MHP. Grounding is an important concern for any electrical service but is especially critical for mobile home parks as inadequate grounding will inevitably result in extremely hazardous conditions on the interior and exterior of the mobile home. Inadequate grounding in mobile homes has been the cause of many electrical shock injuries and deaths and also numerous fires, which has caused a number of NEC updates on the requirements for such equipment. Due to the dry and corrosive nature of the soil in the Arizona desert, grounding systems have to be complete and especially robust to be effective, and will require maintenance that seldom occurs. It is unlikely that the grounding in this aging system is adequate or even safe.

RECOMMENDATIONS:

33. The entire electrical system of this Mobile Home Park is well beyond its life span and quite outdated for modern power system loading requirements.
34. The entire system should be replaced with an all conduit system with adequate capacity and protections in place. That consists of replacing the existing wiring with a new conduit system and all new wiring and distribution from the utility. It can also be accomplished by working with the utility such that the power to the pedestals is supplied and metered by the utility. The latter would require all new trenching and conduit by the customer for the utility to pull their wires into.
35. An interim solution is to have access to emergency generation on a quick turn-around basis for when a group of mobile homes has an outage. This temporary solution is relatively effective, but high cost.

36. The statements and conclusions contained herein are based on the information given to and gathered by Engineering Forensics Experts at the time of this report. If additional information becomes available we reserve the right to update our conclusions.
37. These conclusions were reached with reasonable scientific certainty based on:
- a. Information received and reviewed by EFX.
 - b. Overview of the scene.
 - c. The undersigned investigator's education, training, and experience as a Journeyman Electrician and Registered Professional Electrical Engineer.
38. Thank you for the opportunity to be of service.

George J. Hogge P.E.

9/2/25

SIGNATURE

DATE

George J. Hogge PE
Principle Forensic Engineer



Appendix 1

SOVEREIGN

Sovereign Electric and HVAC
929 S Tyndall Ave, Tucson, AZ 85719
520-790-0800
kris@sovereign-electric.net

August 19, 2025

The Honorable Kris Mayes
Office of the Arizona Attorney General
2005 N Central Ave
Phoenix, AZ 85004

Dear Attorney General Mayes,

I am writing to inform your office of the ongoing efforts by Sovereign Electric and HVAC to address persistent electrical issues at property owned by Landon Management, located at 3434 E Mossman Rd, Tucson, AZ 85706. We understand the importance of reliable electrical service for the tenants at this property and are committed to resolving these issues in coordination with the property owner. Below, I outline the service calls we have made to date and our continued engagement with Landon Management to ensure a lasting solution.

Summary of Service Calls and Work Performed

Each of these service calls represents several days of diagnostic work, labor, permitting, material costs, and coordination with relevant parties, reflecting our commitment to thoroughly addressing the complex electrical issues at this property.

September 20, 2023 - Initial Service Call

Issue: Subpanel #2 (second from left, space #8) repeatedly blowing fuses.

Work Performed:

Troubleshoot and repaired shorted wire in subpanel #2.

Identified four non-insulated splices under the roadway.

Installed 3" PVC underground and re-fed existing pedestals in the northeast quadrant.

Laid new direct burial wires in a provided trench.

Connected wires at the existing disconnect and first pedestal near the pool.

Installed new fuses, tested power, and confirmed functionality.

August 21, 2024 - Second Service Call

Issue: Burnt disconnect in the far-left subpanel (space #8), causing overheating and blown fuses.

Work Performed:

Diagnosed arc shield melting on B-phase, requiring replacement.

SOVEREIGN

Coordinated with Tucson Electric Power (TEP) for inspection and support.
Identified and replaced a faulty Polaris connector in the gutter feed.
Demolished and replaced two 200-amp disconnects.
Taped off weather head to protect exposed, sun-damaged wires.
Tested power, labeled disconnects, coordinated inspections, and cleared final inspection.

June 24, 2025 - Third Service Call

Issue: Overloaded 200A circuit causing disconnect to blow fuses.

Work Performed:

Surveyed pedestal circuits and measured amperage, identifying overload from air conditioning units.

Located a double pedestal in the northwest line.

Tapped disconnect #3 and installed a new disconnect to redistribute load.

Ran a temporary line to pedestals for units 6 and 33, removing them from disconnect #1.

Connected to the new disconnect and confirmed stable amperage.

July 14, 2025 - Fourth Service Call

Issue: Ten mobile home lots without power due to northwest line disconnect blowing fuses.

Work Performed:

Diagnosed a faulty underground line running from the disconnect to the first pad.

Discussed temporary solutions with Landon Management.

Reviewed the entire electrical system to identify further improvements.

Sovereign Electric and HVAC remains in active communication with Landon Management to address these recurring electrical issues. We are working collaboratively to develop a comprehensive plan for permanent repairs to ensure reliable power for all tenants. Our team is committed to coordinating with Tucson Electric Power and other necessary parties to meet regulatory standards and achieve a lasting resolution.

We understand the impact these issues have on the tenants at 3434 E Mossman Rd, and we are dedicated to resolving them promptly and professionally. Should your office require additional details or documentation, please do not hesitate to contact me at 520-790-0800 or kris@sovereign-electric.net.

Thank you for your attention to this matter. We appreciate your oversight and are confident that our continued efforts will result in a fully functional electrical system for the property.

Sincerely,

Kristopher L. R Bloom

Managing Member

Sovereign Electric and HVAC



929 S. Tyndall Ave.
Tucson, AZ 85719



520.790.0800 - Phone



www.sovereignllcaz.com

Appendix 2

SOVEREIGN

Sovereign Electric and HVAC
929 S Tyndall Ave,
Tucson, AZ 85719
520-790-0800
kris@sovereign-electric.net

August 29, 2025

The Honorable Kris Mayes
Office of the Arizona Attorney General
2005 N Central Ave
Phoenix, AZ 85004

Dear Attorney General Mayes,

I am writing to update your office on the recent efforts by Sovereign Electric and HVAC to address ongoing electrical issues at the NE Quadrant of the property owned by Landon Management, located at 3434 E Mossman Rd, Tucson, AZ 85706. We recognize the importance of providing reliable electrical service to the tenants at this property and remain committed to resolving these issues in close coordination with the property owner. Below is a summary of the work completed this past week to ensure reliable power for those affected by the recent outages.

Summary of Work Performed (Week of 8/25/25)

Each of these service calls represents several days of diagnostic work, labor, permitting, material costs, and coordination with relevant parties, underscoring our commitment to resolving the complex electrical issues at this location.

August 25-28, 2025

Issue: Repeated fuse blowouts in the disconnect feeding the NE quadrant of the park.

Work Performed:

- Troubleshoot overload conditions causing fuses to blow in the NE quadrant.
- Discovered multiple power pedestals feeding individual spaces without overcurrent protection, allowing those spaces to pull excessive power and causing the entire circuit to blow fuses.
- Installed overcurrent protection at the individual spaces that previously lacked it.
- Reduced the ampacity of individual breakers and fuses to limit the overall current draw on the existing 200 amp disconnect servicing the area.



929 S. Tyndall Ave.
Tucson, AZ 85719



520.790.0800 - Phone



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SOVEREIGN

- Identified two spaces that were relocated earlier in the year (from the NW quadrant disconnect to the NE quadrant disconnect) to address overload conditions in the NW quadrant. These spaces had large loads, with a combined amp draw of 83-92 amps when tested on 8/26/25 and during a spring service call.
- Relocated the power feeds for these two spaces from the NE quadrant disconnect to the SE quadrant disconnect.
- Conducted testing of amp draw at all four main disconnects over four separate days, at approximately 4:00 pm, and confirmed that readings were within acceptable parameters.

Sovereign Electric and HVAC remains in active communication with Landon Management to ensure that these recurring electrical issues are permanently resolved. We are working together to develop a comprehensive plan for permanent repairs that will provide reliable power for all tenants. As part of this plan, an electrical engineer has been engaged to design an updated electrical infrastructure for the park that accounts for current power demands. The increasing demand for power, due to air conditioning, technology, and other factors, presents challenges in upgrading the system to meet modern requirements. Our team is dedicated to collaborating with Tucson Electric Power and other necessary stakeholders to ensure compliance with regulatory standards and deliver a long-term solution.

We understand the significant impact these electrical issues have on the tenants at 3434 E Mossman Rd, and we are committed to addressing them in a timely and professional manner. Should your office require additional details or documentation, please do not hesitate to contact me at 520-790-0800 or kris@sovereign-electric.net.

Thank you for your attention to this matter. We appreciate your oversight and are confident that our ongoing efforts will result in a fully functional electrical system for the property.

Sincerely,
Kristopher L. R. Bloom
Managing Member
Sovereign Electric and HVAC



EXHIBIT 3

DECLARATION OF ANILSA BAEZ

I, Anilsa Baez, declare as follows:

1. I am a resident of Pima County, Arizona. I am a [31]-year-old female.
2. I have personal knowledge of all the facts contained in this declaration and, if called to testify, I could and would testify to the same.
3. I have lived at 3434 East Mossman Road., Tucson, Arizona, 85050, in the Palo Verde Mobile Home Park, Unit No. 47, since May 2025.
4. I rent the mobile home and the lot for a total of \$795.00 per month. No utilities are included in my lease.
5. I pay all utilities to Palo Mobile Home Park, in the same bill as my rent. This includes electric, water, and gas.
6. I live in my home with my husband. I am four-months pregnant with our first child, and am particularly sensitive to the heat, and particularly vulnerable to heat-related injuries.
7. At the time I signed my lease, I was never told about the age of the property's electrical system. I was never notified that the electrical system was dangerous, unreliable, and would experience frequent outages. Nor was I notified that the owner and property manager of Palo Verde Mobile Home Park would not maintain or upgrade the electrical system as needed.
8. I was also never notified about the limitations of the property's electrical system. I was not told that the amps provided were not capable of simultaneously powering standard household appliances, or that I wouldn't be able to power multiple air conditioning units, which are necessary to cool my mobile home in the summer.
9. If I had been told these things at the time I signed my lease, then I would not have chosen to rent at Palo Verde Mobile Home Park, especially because I am pregnant and need to take additional safety precautions not to expose myself to dangerous heat.
10. Instead, property management told me the opposite – they assured me that I would be able to use standard household appliance and air conditioning.
11. In June 2025, the electricity began to go out, nearly every day, and sometimes multiple time as day. When this happened, I informed who I believe is the owner of the Park, Mr. Landon, and his management team.

Ans

12. I began to document the outages, and know there were outages on the following dates:
- a. June 29, 2025 at 3:39 p.m.;
 - b. July 4, 2025;
 - c. July 10, 2025 at 12: 51 p.m.;
 - d. July 12, 2025 at 10:23 p.m.;
 - e. July 19, 2025 at 11:04 a.m.;
 - f. July 24, 2025 at 2:23 p.m.;
 - g. August 12, 2025 at 11:00 a.m.
13. Most of these outages lasted a few hours. The longest electrical outage was over 24 hours.
14. I know that other mobile homes at the Park are also impacted by these outages, but they may experience outages at different days/times.
15. When the electricity goes out, my mobile home heats up rapidly. I estimate that it reaches the high 80's to mid-90's within an hour or so. Once my mobile home heats up, it takes a while to cool back down. Even a short outage makes my home unbearably hot for hours.
16. If the electricity is out for more than an hour, I have to leave and go to one of our friends' homes to cool off.
17. When the electricity was off for over 24 hours, my husband and I had to stay at a hotel because the temperature inside our home was not safe. The hotel cost \$131.74. We also lost all of the food in our refrigerator, which totaled over \$200.00. The owner/property management never offered to reimburse my husband and I for our hotel or lost groceries.
18. I have one window air conditioning unit in our bedroom and one mini-split which cools the living room and kitchen. These are necessary to keep my home cool. If we only had one air conditioning unit, we would not be able to keep our mobile home at a safe temperature.
19. Palo Verde owners/ property management never told me anything about the number of amps provided by my pedestal, or where it may be plugged in (it was plugged in at the time I moved into it). The trailer was originally equipped with swamp coolers, but those did not adequately cool our home.

Ano

20. Palo Verde Mobile Home Park has never discounted our rent due to electrical outages, no matter how long the outage lasts. They have also never offered to compensate us for the loss of power or offered to put us up in a hotel.

I declare under penalty of perjury that the foregoing is true and correct.

Signed this 20th day of August, 2025.

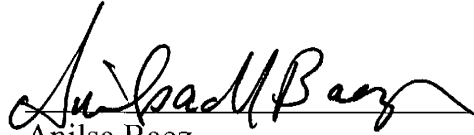

Anilsa Baez

Exhibit 1



COPY

LEASE AGREEMENT

This agreement was made on the 19th of May 2025, between Palo Verde Mobile Home Park, LLC Lessor, and Anilsa M. Baez premises commonly known as 3434 E Mossman Rd #47 Tucson, AZ 85706 Said premise is an unfurnished MH.

Witnesseth: That for and in consideration of the payment of rent as called for herein and of the performance of the covenants herein, the Lessor does hereby lease to the Lessee, and the Lessee does lease from the Lessor the above-described property.

- 1) **TERM:** The term of the lease shall be on a month-to-month basis, commencing on the 19th of May 2025. Lessee shall pay rent per the following schedule:
\$795.00 due prior to taking possession of the premises, and subsequently, \$308.00 in advance, on or before the 1st day of June 2025, and \$795.00 on or before the 1st day of each month thereafter.
It is further agreed and understood that rent shall not be pro-rated daily and rent, when due, is due and payable for the entire month. **These numbers do not include utilities that are billed by the park.**
1. **SECURITY DEPOSIT:** A security deposit of \$795.00 is due prior to moving in. The deposit shall not serve as last month's rent and rent for that month shall be paid as set forth above. The deposit will be held by Landon Management Services in an interest-bearing account with interest accruing to the broker's benefit.
2. **OCCUPANCY:** It is further agreed that occupancy is to be limited to the people listed on the initial application; that all utilities are to be paid for by Lessee and Lessee agrees that all utilities be placed in Lessee's name within 5 days of the execution of this contract. The utilities being paid for by the owner or Landon Management Services will be considered part of the rent and will be due and payable along with the rent for the month following the billing cycle. Trash removal services are to be too be arranged by the tenant if service is not included in the water bill through City of Tucson water.
3. **PETS:** Only the pets listed on the tenant application are permitted under this lease.
4. **SUBLET/ASSIGNMENT:** Lessee shall not sublet said premises or any part thereof or assign or pledge this agreement without the prior written consent of Lessor.
5. **TERMINATION:** Upon the expiration of this agreement, the Lessee shall peacefully surrender the premises to the Lessor in as good a condition as when received, normal wear excepted.
6. **UTILITIES:** Lessee shall pay for all gas, heat, electricity, phone (and lines), etc. Be prepared to call independent services as well, I.E. Trico Electric, or Metro Water. Should any fees, including rental tax, be approved by city or state law, they may be added at any time during the lease term. Should any included fees, IE water, sewer, trash, alarm monitoring, etc. be included in the lease then individually metered or terminated by property owner or HOA at any time during this lease, tenant shall immediately be responsible for these services. Utilities included in the lease at signing are:
The tenant is responsible for All utilities.
7. **MAINTENANCE:** Lessee shall maintain the premises in a clean and sanitary condition and in such a manner as not to be offensive to the senses or damaging to the property, as judged by Lessor. No above ground pools, spas, ponds, or mounted security cameras are to be used. If utilities are paid by landlord, tenant will be responsible for increased costs of these utilities caused by tenant negligence.

Initials

8. MAINTENANCE RESPONSIBILITIES:

A. POOL

a. Cleaning Landlord _____ Tenant _____ Association n/a
 b. Chemicals Landlord _____ Tenant _____ Association n/a

B. LANDSCAPING

a. Front yard Landlord _____ Tenant X Association _____
 b. Back Yard Landlord _____ Tenant X Association _____

C. ROUTINE PEST CONTROL

a. Interior/Exterior Landlord _____ Tenant X Association _____

9. ALTERATIONS: Lessee shall make no alteration, addition or improvement to the premises inside or outside without the prior written consent of Lessor. This includes adding or changing locks.
10. REPAIRS: Lessee acknowledges that all appliances are in good working order and Lessee shall effectuate all repairs to fixtures, coolers and premises as needed that stem from the misuse or negligence of Lessee. In no event shall the Lessor be responsible for repairs, service, maintenance or damage occasioned by negligence or willful misuse by the Lessee and costs advanced upon behalf of the Lessee by Lessor shall accrue as rent to be paid with the regular rent on or before the day rent is next due. Lessee acknowledges that the premises are fit and habitable and that there are no outstanding or unperformed requests for repair.
11. VEHICLES: All vehicles used by tenants shall be fully licensed and registered and insured as required by the laws of Arizona or any other state. The tenant shall not store on the premises any vehicle which is not operational and shall not conduct any sort of maintenance or repair work on any vehicle on the premises. The tenant gives the owner the authority to have the tenant's vehicle towed from the premises at the tenant's expense if after 10-day written notice, tenant fails to comply with the requirements of this section of this agreement. Commercial vehicles such as trucks, boats, vans, trailers and other commercial vehicles are not permitted. No recreational vehicles or trailers are permitted on the property unless approved by the Owner in writing.
12. ENCUMBRANCES: Lessee agrees that he shall not encumber or cause any encumbrance or lien of any sort to be placed upon the title to the property and agrees to indemnify Lessor for the costs of any action, whether commercial or legal, to clear such encumbrances or liens. Further, the occurrence of a lien or encumbrance brought about through the action of Lessee shall constitute grounds for breach of lease and Lessor may terminate the lease agreement. Any amounts advanced by Lessor to remove an encumbrance or lien shall be considered unpaid rent and the same shall be due from Lessee to Lessor immediately, without demand.
13. CONDUCT: The Lessee shall conduct himself and require his guests on the premises likewise to conduct themselves in a manner that will not interfere with the peaceful and quiet enjoyment of the neighboring premises. Violations, including but not limited to, Tucson Police Department "Red Tag Citations" are grounds for immediate eviction.
14. NO SMOKING: Neither the Tenant(s), guests, nor any other person shall be allowed to smoke in the Premises. Any violation shall be deemed a material violation of the Rental/Lease Agreement. Tenants understand that any damage caused by smoking, any substance (including e-cigarettes and medical marijuana) will be considered damaged. Damage includes but is not limited to deodorizing carpet, wax removal, additional paint preparation, replacement of drapes, repair or replacement of carpet, countertops, or any other surface damage due to burn marks and/or smoke damage. The tenant agrees to pay fifty dollars (\$50.00) per day to ionize the premises to remove any unwanted odors.
15. TENANCY: Upon expiration of the term required by this agreement, the agreement shall continue in full force and effect on a month-to-month basis, reserving the right of both parties to terminate the agreement with a 30-day written notice as required by law. The lessor may increase the amount of monthly rent next due after expiration of the lease term by giving written notice 30 days prior to the last day of the lease. Subsequent rent increases shall be at the discretion of the Landlord, subject to the legal requirements of law. Nothing in this paragraph should preclude the parties from consensually entering into a new agreement or extending the lease agreement.
16. MOVE OUT: Tenant may be present during Move-Out and may schedule an appointment, during normal business hours, with LMS. At the time of Move-Out all tenants' possessions must be out of the property, utilities MUST be on, and premises are left in the same condition, or better, as compared to initial inspection. LMS will charge a Fifty Dollar (\$50.00) administration fee for any additional inspections.
17. HOA: Home is located within an HOA community governed by CC&R's: Yes () No (X)

Initials AMS

18. **RULES AND LAW:** Tenant has either received a copy of any rules, regulations, covenants, conditions and restrictions, homeowners' association rules, ordinances, and laws ("Rules and Law") concerning the Premises or has made an independent investigation of the applicability of any such Rules and Law to Tenant's use of the Premises. If the homeowners' association, state, county, municipal or other governmental bodies adopt new ordinances, rules or other legal provisions affecting this lease Agreement, Landlord may make immediate amendments to bring this Lease Agreement into compliance with the law. In such event, the Landlord agrees to give Tenant notice that this Lease Agreement has been amended and shall provide a brief description of the amendment and the effective date.
19. **COMPLIANCE WITH RULES AND LAW:** Landlord and Tenant agree to comply with the applicable Rules and Law concerning the Premises. Tenant agrees to supervise other occupants, family, guests, invitees, or other persons under Tenant's control to ensure their compliance with the Rules and Law and shall be responsible for any actions of the foregoing who violate this Lease Agreement or the applicable Rules and Law. Tenant shall immediately notify Landlord upon receipt of any notice of violation and shall pay any fines or penalties assessed by any governing body because of Tenant's noncompliance with Rules and Law.
20. **TENANT LIABILITY/RENTERS INSURANCE:** Tenant assumes all liability for personal injury, property damage or loss, and insurable risks except for that caused by Landlord's negligence. Tenants are strongly encouraged to obtain and keep renters' insurance in full force and effect during the full term of this lease agreement.
21. **BREACH:** Failure to pay rent or other lawful charges when due, or to comply with any other provision of this lease, or applicable Landlord Tenant law, shall constitute an immediate and material breach and the injured party, may upon service of such notice as is required by law, terminate the lease.
22. **FORFEITURE/DEFAULT/COSTS:** The security deposit will be returned upon termination of this agreement and upon the surrender by Lessee of the entire premises, subject to inspection of Lessor and upon a finding that there is no damage by reason of the acts of Lessee, their guests and invitees, nor any other material noncompliance or unfulfilled obligation of Lessee relating to this lease and further providing that there is no outstanding rent due or financial obligation as called for, either expressly or implied by this agreement or the operation of law. In the event Lessee unilaterally terminates the lease prior to the expiration of its term, the deposit shall be forfeited. In all other cases, and pursuant to Arizona Revised Statutes Section 33-1321, Lessor may use all or part of the deposit as an offset for cleaning, repairs, and damage, over and above normal wear and tear occasioned by the tenancy.
23. **BREACH:** In the event of a breach, or other dispute, the prevailing party shall be entitled to its reasonable collections' costs and attorney's fees. If a tenant terminates this rental agreement prior to its expiration, the tenant will be charged an administration fee of \$350 plus vacancy for the remainder of the agreement, painting, utilities, advertising, and any other related costs. Management agrees to attempt to re-rent the premises to mitigate damages to the tenant.
24. **SUBORDINATION:** This agreement is and shall remain subordinate to any encumbrance now existing or hereafter placed upon the residence by operation of law or by Lessor.
25. **NOTICES AND PAYMENT:** All notices shall be made in writing and delivered or mailed, in the case of the Lessor, to: Landon Management Services, 273 S Scott Ave, Tucson AZ 85701; in the case of the Lessee to the address of the premises. Rent shall be payable at Lessor's address, by mail, or to the manager of the property no later than 5:00PM on the 6th day of the month. The mail slot is always available (**Gate Code C0247**) but must be in by 5:00PM on the 6th of the month. Acceptable forms of payment are cashier's checks or money orders. **NO CASH ACCEPTED.** A \$35 non-sufficient funds fee will be assessed for any returned payments.
26. **PARTIAL PAYMENT:** Partial payment of rent is not acceptable, and tender and acceptance by Lessor shall not constitute waiver of Lessor's rights, nor shall acceptance serve to create a course of dealing between parties.
27. **LATE PAYMENT:** Rent is due and payable on the first day of each month. If any installment is late, the Lessee shall be in breach and the owner shall be entitled to terminate this agreement for non-payment of rent. Two or more late payments shall constitute an irreparable breach and Lessor, at his discretion, may terminate the agreement upon that basis. Rent tendered and accepted after the 6th day of the month shall be subject to Park Rules.
28. **NOTICE FEES:** Tenant is responsible for paying the postage for any notices mailed to Tenant for non-payment of rent or non-compliance with rules. In addition, Tenant will be charged an administrative

Initials *MS/D*

fee of \$30 for the preparation of a non-payment of rent notice and \$50.00 for the preparation of a non-compliance notice.

29. ACCESS: The Lessor reserves the right to enter the premises at reasonable times and upon reasonable notice to Lessee to inspect, make necessary repairs, supply service to the Lessee, or show it to prospective purchasers, lien holders, contractors or health or building inspectors, or other public officials in the course of their public duties. 48-hour notice shall be given to Lessee in the normal course of the event. Lessee agrees to make the premises available to Lessor to effect repairs and

30. KEYS: Lessee acknowledges receipt of two door keys. Lessee agrees to reimburse Lessor for all costs associated with the loss by Lessee of keys. Upon the expiration of the agreement, Lessee agrees to return the keys and in lieu thereof pay all costs and consequential damages associated with the replacement thereof.

31. BINDING EFFECT: This agreement shall be binding upon and ensure the benefit of the heirs, executors, administrators, successors and assigns of the Lessor and Lessee, except as specifically noted.

32. COPIES AND COUNTERPARTS: A fully executed facsimile or electronic copy of the Lease Agreement shall be treated as an original. This Lease Agreement and any other documents required by this Lease Agreement may be executed by facsimile or other electronic means and in any number of counterparts, which shall become effective upon delivery as provided for herein, except that the Lead-based Paint Disclosure Statement may not be signed in counterpart. All counterparts shall be deemed to constitute one instrument, and each counterpart shall be deemed an original.

33. AMENDMENT: The terms, conditions, responsibilities, obligations, rights, duties and privileges created or called for under this lease may be modified only in writing, signed by both parties.

34. EQUAL HOUSING OPPORTUNITY: Landlord and Broker comply with federal, state, and local fair housing laws and regulations.

35. HAZARDOUS MATERIALS: Tenant shall not keep on the Premises any item of a dangerous, flammable, or explosive character that might unreasonably increase the danger of fire or explosion on the Premises or that might be considered hazardous or extra hazardous by any responsible insurance company.

36. CRIME FREE PROVISION: By signing the attached Crime Free Addendum, it becomes part of this lease.

37. LEAD BASED PAINT: Lessee acknowledges receipt of the required Lead Based Paint Disclosure.

38. PEST ADDENDUM: See attached addendum.

39. MOLD ADDENDUM: See attached addendum.

40. PET ADDENDUM: See attached addendum.

41. POOL ADDENDUM: See attached addendum. (if applicable)

42. MOVE IN/MOVE OUT CHECK LIST: If LMS doesn't receive the move-in checklist within 15 days of the lease start date, the property will be deemed in good condition by the tenant. Lessee understands that Lessee has the right to be present at a move out inspection at the termination or surrender of the tenancy and may arrange to be present by contacting Lessor for that purpose.

43. A free copy of the Arizona Landlord and Tenant Act is available from the Office of the Arizona Secretary of State.

Property Manager

Landon Management Services

Date

Signature of Lessee

Date

Signature of Lessee

Date

Initials
[Signature]

CRIME FREE RENTAL AGREEMENT ADDENDUM

Owner and Resident agree as follows:

1. Resident, any members of the Resident's household or a guest or other person under the Resident's control shall not engage in criminal activity, including drug-related criminal activity, on or about the said premises. "Drug-related criminal activity" means the illegal manufacture, sale, distribution, use, or possession with intent to manufacture, sell, distribute, or use of a controlled substance (as defined in Section 102 of the Controlled Substance Act [21 U.S.C. 802]).

2. Resident, any member of the Resident's household or a guest or other person under the Resident's control shall not engage in any act intended to facilitate criminal activity, including drug-related criminal activity, on or about the premises, or to facilitate criminal activity, including drug-related criminal activity, regardless of whether the individual engaging in such activity is a member of the household, or a guest.

3. Resident, any member of the Resident's household or a guest or other person under the Resident's control shall not engage in unlawful manufacturing, selling, using, storing, keeping, or giving of a controlled substance as defined in A.R.S. 13-1202, whether on or about the premises.

4. Resident, any member of the Resident's household or a guest or other person under the Resident's control shall not engage in any illegal activity, including prostitution as set forth in A.R.S. 13-3211, criminal street gang activity as set forth in A.R.S. 13-105 and 13-2308, threatening or intimidating as set forth in A.R.S. 13-1202, assault as set forth in A.R.S. 13-1203, or the unlawful discharge of firearms, on or about the premises, or any breach of the rental agreement that otherwise jeopardizes the health, safety and welfare of the Landlord, his agent or other Resident or involving imminent serious property damage.

5. VIOLATION OF THE ABOVE PROVISIONS SHALL BE A MATERIAL AND IRREPARABLE VIOLATION OF THE RENTAL AGREEMENT AND GOOD CAUSE FOR TERMINATION OF TENANCY. A single violation of any provisions of this addendum shall be deemed a serious violation and a material and irreparable non-compliance. It is understood that a single violation shall be good cause for immediate termination of the rental agreement as set forth under A.R.S. 33-1476. Unless otherwise provided by law, proof of violation shall not require criminal conviction, but shall be by a preponderance of the evidence.

6. In case of conflict between the provisions of this addendum and any other provisions of the rental agreement, the provisions of this addendum shall govern.

7. This Rental Agreement Addendum is incorporated into the Rental Agreement executed between Landlord and Resident.

Tenant (Signature) *[Signature]* Date 5/19/25
 Tenant (Signature) *[Signature]* Date 5/19/25

Tenant (Signature) _____ Date _____
 Tenant (Signature) _____ Date _____

3434 E Mossman Rd #47 Tucson, AZ 85706
 Address

Initials *[Signature]*

PEST ADDENDUM

This agreement is an addendum to the lease agreement dated May 19, 2025 between the landlord and the tenant for the premises located at 3434 E Mossman Rd #47 Tucson, AZ 85706. The parties hereby acknowledge that Arizona is located in a desert and, as such, there are many pests that thrive in the desert and some that arrive from other areas. Both parties hereby acknowledge that they each have independent duties to help control pest issues and that each party must work with the other party to address these issues in a timely manner to avoid pest infestations. The use of the word "pest" includes, but isn't limited to roaches, bedbugs, ants, scorpions, spiders, mice, and rats.

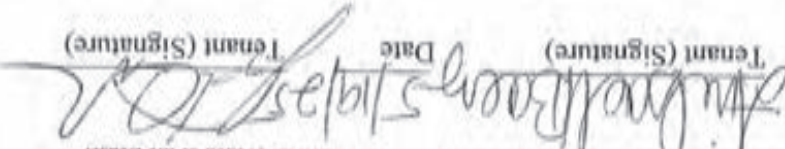
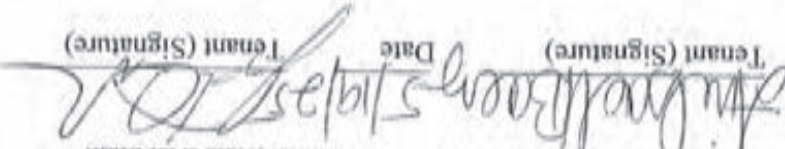
Obligations of the Landlord: The landlord agrees to inspect the unit prior to renting the unit for pests and to pre-treat the home in the event that any pests are detected. In the event that pests or vermin are detected in the unit and reported by the tenant, the Landlord agrees to take all reasonable steps necessary to control or destroy the pests by using the proper protocol as determined by a licensed pest control service. This requirement in no way limits the landlord's right to use staff to remedy the situation. Landlord agrees to provide the first treatment at no cost to tenant, unless there is evidence that the tenant and/or their guest created the environment that could have or actually did create the pest problem. Landlord agrees to take all reasonable steps to address any identified pest issue.

Obligations of the Tenant: The tenant agrees to take reasonable steps to prevent, control and report any signs of pests within 120 days. Notification shall constitute Tenant's permission for the Landlord to enter the unit to inspect. Both parties agree that because a pest issue needs immediate attention, the parties agree that the Landlord shall provide a 48-hour written notice delivered either to the Tenant, to the door or electronically to the Tenant. Tenants agree to visually inspect for signs of pests routinely, including after they have visited another home or a hotel, all their shoes, clothing, and luggage. Tenants agree to prepare their unit for treatment and comply with all recommendations and requests from management and pest control specialists prior to the professional treatment including but not limited to placing all food in properly sealed containers and cleaning the home and all food preparation areas on a daily basis. The tenant agrees that they will not knowingly or negligently bring any items into the unit that may be infested with pests or create any condition that would cause pest issues. The tenant agrees to keep the home in a clean and debris-free condition. The tenant agrees to pay for any treatments in excess of the first treatment and that amount is due and owing as rent and payable on or before the next rental due date. If the Tenant does not have the unit properly prepared for the initial treatment, the Tenant agrees to be liable for that service fee. Tenant agrees that breach of any of these obligations will constitute a breach of the lease and may result in an eviction action and/or a claim for the damages incurred by landlord.

Bedbugs: If bedbugs are discovered in the unit or in a surrounding unit, the tenant agrees to comply with additional steps including but not limited to any protocol provided by the pest control company and:

- 1) Placing all bedding, drapes, and rugs in bags to be transported for laundry or dry cleaning. Wash and dry all machine-washable items in the hottest setting. Dry clean any items that are not washable and notify the drycleaner of the issue so that proper steps may be taken to remedy the issue.
- 2) Removing or destroying all infected mattresses in sealed plastic and away from the common trash disposal area. Discard any other items that cannot be treated in the same manner.
- 3) Emptying all closets and furniture from the area during treatment and not returning any of those items until they have been cleared by the pest control specialist. Follow instructions on how to properly clean or destroy any infected items.
- 4) Deeply vacuum all areas of the unit including but not limited to closets and furniture. Follow instructions on how to properly discard vacuum contents.
- 5) Move all of the furniture away from the walls and leave access to closet areas.

Other: The tenant acknowledges that the Owner is not an insurer of tenant's property and in encouraged to have insurance to cover any losses. Furthermore, the tenant agrees to indemnify and hold harmless the Owner and its agents from any claims, including attorney fees, which the tenant may incur as a result of the negligent or intentional acts of the tenant or their guests. The tenant may be liable for failing to comply with this addendum. The owner and its agents shall not be liable to the tenant or their guests for any harm as a result of any pest issue other than for the intentional failure to address a pest issue. By signing below, the undersigned acknowledge and agree to the above addendums. All occupants over the age of 18 must sign this Addendum. Failure to execute and return the Addendum will constitute a material breach of the Lease.

	Tenant (Signature)	Date
	Tenant (Signature)	5/19/25

3434 E Mossman Rd #47 Tucson, AZ 85706

Initials


MOLD APPENDUM TO LEASE

THIS ADDENDUM IS AGREED TO AND SHALL BE MADE PART OF THE LEASE AGREEMENT BETWEEN London Management Services (OWNER OR AGENT) AND (TENANTS) Anissa M. Baez PREMISES LOCATED AT 3434 E. Mossman Rd #47 Tucson, AZ 85706

MOLD: Mold consists of naturally occurring microscopic organisms which reproduce by spores. Mold breaks down and feeds on organic matter in the environment. The mold spores spread through the air and the combination of excessive moisture and organic matter allows for mold growth. Not all, but certain types and amounts of mold can lead to adverse health effects and/or allergic reactions. Not all mold is readily visible, but when it is, it can often be seen in the form of discoloration, ranging from white to orange and from green to brown and black, and often there is a musty odor present. Reducing moisture and proper housekeeping significantly reduces the chance of mold and mold growth.

CLIMATE CONTROL: Tenant(s) agree to use all air-conditioning, if provided, in a reasonable manner and use heating systems in moderation and to keep the premises properly ventilated by periodically opening windows to allow circulation of fresh air during dry weather only. THE OWNER OR AGENT RECOMMENDS THAT AIR CONDITIONING IS USED AT ALL TIMES IF THE UNIT HAS AIR CONDITIONING.

TENANT(S) AGREE TO

- KEEP THE PREMISES CLEAN AND REGULARLY DUST, VACUUM AND MOP.
- USE HOOD VENTS WHEN COOKING, CLEANING AND DISHWASHING
- KEEP CLOSET DOORS AJAR
- AVOID EXCESSIVE AMOUNTS OF INDOOR PLANTS
- USE EXHAUST FANS WHEN BATHING/SHOWERING AND LEAVE ON FOR A SUFFICIENT AMOUNT OF TIME TO REMOVE MOISTURE
- USE CEILING FANS IF PRESENT
- WATER ALL INDOOR PLANTS OUTDOORS
- WIPE DOWN ANY MOISTURE WALLS AND FIXTURES AFTER BATHING/SHOWERING
- WIPE DOWN ANY VANITIES/SINK TOPS
- AVOID AIR DRYING DISHES
- NOT "HANG-DRY" CLOTHES INDOORS
- OPEN BLINDS/CURTAINS TO ALLOW LIGHT INTO PREMISES
- WIPE DOWN FLOORS IF ANY WATER SPILLAGE
- HANG SHOWER CURTAINS INSIDE BATHTUB WHEN SHOWERING
- SECURELY CLOSE SHOWER DOORS IF PRESENT
- LEAVE BATHROOM AND SHOWER DOORS OPEN AFTER USE
- USE DRYER IF PRESENT FOR WET TOWELS
- USE HOUSEHOLD CLEANERS ON ANY HARD SURFACES
- REMOVE ANY MOLDY OR ROTTING FOOD
- REMOVE GARBAGE REGULARLY
- WIPE DOWN ANY AND ALL VISIBLE MOISTURE
- WIPE DOWN WINDOWS AND SILLS IF MOISTURE PRESENT
- INSPECT FOR LEAKS UNDER SINKS
- CHECK ALL WASHER HOSES IF APPLICABLE
- REGULARLY EMPTY DEHUMIDIFIER IF USED

TENANT (S) SHALL REPORT IN WRITING

- VISIBLE OR SUSPECTED MOLD
- ALL A/C OR HEATING PROBLEMS OR SPILLAGE
- PLANT WATERING OVERFLOWS
- MUSTY ODORS, SHOWER/BATH/SINK/TOILET OVERFLOWS
- LEAKY FAUCETS, PLUMBING, PET URINE ACCIDENTS
- DISCOLORATION OF WALLS, BASEBOARDS, DOORS, WINDOW FRAMES, CEILING
- MOLDY CLOTHING, REFRIGERATOR AND A/C DRIP PAN OVERFLOWS
- MOISTURE DRIPPING FROM OR AROUND ANY VENTS, A/C CONDENSER LINES
- LOOSE, MISSING OR FAILING GROUT OR CAULK AROUND TUBS, SHOWERS, SINKS, FAUCETS, COUNTERTOPS, CLOTHES DRYER VENT LEAKS
- ANY AND ALL MOISTURE

Initials: 

SMALL AREAS OF MOLD: If mold has occurred on a small non-porous surface such as ceramic tile, Formica, vinyl flooring, metal or plastic and the mold is not due to an ongoing leak or moisture problem. Tenants agree to clean the areas with soap (or detergent) and a small amount of water, let the surface dry, and then within 24 hours apply a non-staining cleaner such as Lysol Disinfectant, Pine-Sol Disinfectant (original pine-scented), Tilex Mildew Remover, or Clorox Cleanup.

TERMINATION OF TENANCY: Owner or agent reserves the right to terminate the tenancy and TENANT(S) agree to vacate the premises in the event owner or agent in its sole judgment feels that either there is mold or mildew present in the dwelling unit which may pose a safety or health hazard to TENANT(S) or other persons and/or TENANT(S) actions or inactions are causing a condition which is conducive to mold growth. **INSPECTIONS:** TENANT(S) agree that Owner or agent may conduct inspections of the unit at any time with reasonable notice.

VIOLATION OF ADDENDUM: IF TENANT(S) FAIL TO COMPLY WITH THIS ADDENDUM, Tenant(s) can be held responsible for property damage to the dwelling and any health problems that may result. Noncompliance includes but is not limited to Tenant(s) failure to notify Owner or Agent of any mold, mildew or moisture problems immediately IN WRITING. Violation shall be deemed a material violation under the terms of the Lease, and owner or agent shall be entitled to exercise all rights and remedies it possesses against TENANT(S) at law or in equity and TENANT(S) shall be liable to Owner for damages sustained to the Leased Premises. TENANT(S) shall hold Owner and agent harmless for damage or injury to person or property as a result of TENANT(S) failure to comply with the terms of this addendum. **HOLD HARMLESS:** If the premises are or was managed by an agent of the Owner, TENANT(S) agrees to hold the Agent and its employees harmless and shall look solely to the property Owner in the event of any litigation or claims concerning injury, damage or harm suffered due to mold or mildew. **PARTIES:** THIS ADDENDUM IS BETWEEN THE TENANT(S) AND OWNER AND OR AGENT MANAGING THE PREMISES. THIS ADDENDUM IS IN ADDITION TO AND IS MADE PART OF THE LEASE AGREEMENT AND IN THE EVENT, THERE IS ANY CONFLICT BETWEEN THE LEASE AND THIS ADDENDUM, THE PROVISIONS OF THIS ADDENDUM SHALL GOVERN.

Tenant (Signature) [Signature] Date 5/19/25
 Tenant (Signature) [Signature] Date 5/19/25

Tenant (Signature) _____ Date _____
 Tenant (Signature) _____ Date _____

3434 E Mossman Rd #47 Tucson, AZ 85706
 Address

Initials [Signature]

Tenant Checklist

Tenant acknowledges receipt of fully executed copies of the following items:

Amb Tenant Application
Amb Rental Agreement
Amb Crime Free Rental Agreement Addendum
Amb Park Rules and Regulation
Amb Park Statement of Policy
Amb Park Disclosure Statement under ARS 33-1432
Amb Park Emergency Contact List
Amb Applicable Rent History of the Park
Amb Utility Specifications of the Park
Amb Arizons Mobile Home Parks Residential Landlord & Tenant Act Summary
N/A Mobile Home Sales Contract

COPY

By signing below, Tenant acknowledges that the leased premises are in clean and satisfactory condition for move in, with any exceptions noted below.

Palo Verde Mobile Home Park, 3434 East Mossman Road, Space 47, Tucson AZ 85706

Anilsa M Baez
Tenant Name

X Anilsa M Baez
Tenant Signature

47
Space

5/19/25
Date

Tenant Name

X
Tenant Signature

47
Space

Date

Exceptions at Move In:

Mobile Home Space Rental Agreement

THIS AGREEMENT, made on 5/19/2025 by and between **Palo Verde Mobile Home Park, LLC**, herein called 'Landlord', and **Anilsa M Baez**, herein called 'Tenant'. Landlord hereby agrees to rent to Tenant the real property located in the City of Tucson, County of Pima, State of Arizona, described as follows: **Palo Verde Mobile Home Park, 3434 East Mossman Road, Space 47, Tucson AZ 85706**

THIS AGREEMENT will commence on the 1st day of May, 2025, and end on the ____ day of _____, _____, or (X) exist on a month to month basis.

1. Rent

Tenant agrees to pay Landlord as base rent the sum of **\$795** per month, due and payable monthly in advance without notice or demand on the first day of each month during the term of this agreement. Landlord will not accept partial payments without Landlord's agreement and a completed and signed Partial Payment Waiver Form. Tenant is also responsible to pay a portion of property taxes. Currently that amount is **\$11.05** per month. Tenant agrees, as per ARS 33-1413(I) that any future tax or insurance increases may be passed along to Tenant. Landlord shall determine at its sole discretion how to allocate any increase.

2. Security Deposit

Tenant is required to provide a refundable security deposit in the amount of **\$795**. This deposit shall be retained to ensure Tenant's compliance with the terms and conditions of this Rental Agreement and ARS Section 33-1431. The deposit shall be held, applied, and if appropriate, refunded pursuant to law. If Landlord applies any portion of the deposit, within 10 days after written demand therefore, Tenant shall deposit with Landlord an amount sufficient to restore the deposit to the original amount, and Tenant's failure to do so shall be a default under the Rental Agreement. The deposit may be used for, but not limited to, the repair of damages and cleaning for which Tenant is responsible. The security deposit may not be applied by Tenant to payment of rent.

3. Term of Lease

Unless an ending date is specified in this Rental Agreement, the tenancy described herein is on a month to month basis. Month to month agreements automatically renew themselves unless proper legal notice (30 days) by landlord or tenant is given. If an ending date is specified in this Rental Agreement, unless proper notification is given, the tenancy will become month to month at the expiration of this agreement.

4. Payment of Rent

The initial payment of rent and security deposit under the terms of this Rental Agreement must be made in cash, money order or bank cashier's check. Thereafter, monthly rent payments may be paid by money order or cashier's check. Any rents lost in the mail will be treated as if unpaid until received by Landlord.

5. Late Rent Collection Charge

In the event rent is not received prior to 8:00 p.m. on the 6th of the month, regardless of cause, including dishonored checks, Tenant agrees to pay a late charge to Landlord of \$25.00. If rent is not received prior to 5:00 p.m. on the 10th of the month, Tenant agrees to pay a late charge of \$50.00. If rent is not received prior to 5:00 p.m. on the 15th of the month, Tenant agrees to pay a late charge of \$75.00. No excuses will be accepted for late payment.

6. Bad Check Servicing Charge

In the event Tenant's check is dishonored and returned unpaid for any reason to Landlord, Tenant agrees to pay a service charge of \$50.00. All payments must be made by cashier's check or money order unless specifically allowed by Landlord.

7. Non-Assignment of Rental Agreement

Resident agrees not to assign this agreement, nor to sub-let any part of the property without prior written consent of Landlord.

8. Legal Obligations

Tenant hereby acknowledges that Tenant has a legal obligation to pay rent on time each and every month regardless of any other debts or responsibilities Tenant may have. Tenant agrees that Tenant will be fully liable for any back rent owed. Tenant also acknowledges that defaulting on this Rental Agreement could result in a judgement being taken against Tenant. If court action is sought by either party to enforce the provisions of the Rental Agreement, attorney's fees and costs may be awarded to the prevailing party in the court action.

9. Notice of Intent to Vacate

Tenant agrees to give Landlord written notice of Tenant's intention to vacate the premises at least 30 days prior to the expiration of this agreement. Notice must be received by Landlord/Agent prior to date rent is due with 30 days notice to commence on the next rent due date after notice is received.

10. Tenant Insurance

No rights of storage are given by this agreement. Landlord will not be liable for any loss of Tenant's property. Tenant hereby acknowledges this and agrees to make no such claims of any losses or damages against Landlord, his agents, or employees. Tenant agrees to purchase insurance, at Tenant's own expense, sufficient to protect Tenant and Tenant's property from fire, theft, burglary, breakage, and electrical connections. Tenant acknowledges that if Tenant fails to procure such insurance it is Tenant's responsibility and Tenant alone shall bear the consequences.

11. Abandonment

Tenant's absence from the dwelling unit for at least seven days, if the rent for the unit is outstanding and unpaid for ten days and there is no reasonable evidence that the Tenant is occupying the unit other than the Tenant's personal property, will cause the unit to be considered abandoned and action will be taken in accordance with the Arizona Mobile Home Residential Landlord and Tenant Act.

12. Condition of Premises

Tenant hereby acknowledges that said rental property is in good condition. If there is anything about the condition of the property that is unacceptable to Tenant, Tenant agrees that failure to file a written notice of defects within three days of beginning date of Agreement will be legally binding proof that the property is in good condition at the time of occupancy.

13. Improvements

Tenant shall make no alterations, decorations, additions or improvements to Landlord's property without Landlord's prior written consent, and then only by contractors or mechanics approved by Landlord. All alterations, additions or improvements upon Landlord's property, made by either party, shall become the property of Landlord and shall remain upon, and be surrendered with said premises, as a part thereof, at the end of the term hereof.

14. Vehicle Policy

Tenant agrees never to park or store a motor home, camper, trailer, boat or any sort of recreational vehicle on the premises without written consent of Landlord. Tenant further agrees to park only those vehicles listed in the Tenant Application in the park, and only on areas provided. Tenant may not maintain more than two cars on the premises, unless Landlord provides written consent. Inoperative vehicles or unlicensed automobiles are not permitted on property. Removal will be at the expense of the Tenant. Tenant agrees that any vehicles parked on unauthorized areas may be towed and stored at Tenant's expense.

15. Tenant Application

Attached hereto and by this reference made a part of this Agreement as though set forth in full at this place is the Park's Tenant Application. Tenant agrees to completely and truthfully complete the Tenant Application, and notify Landlord within one week of any material changes in the information provided. Failure to comply with this provision represents a material breach of this Agreement.

16. Park Rules

Attached hereto and by this reference made a part of this Agreement as though set forth in full at this place, is a copy of the current Rules and Regulations of the Park. Tenant agrees to comply with all of the Rules and Regulations now in existence and such additional Rules and Regulations as may be promulgated by the Park from time to time in accordance with State Law. Tenant, by signing this Agreement, acknowledges having received a copy of the Park's Rules and Regulations prior to entering into this agreement. Changes may be, but are not limited to, monetary penalties for failure to comply with the Park Rules.

17. Skirting

Tenant agrees to completely skirt Tenant's mobile home within 60 days of moving the mobile home into the park. If a mobile home is not completely skirted after 60 days, beginning with the 1st of the following month an additional \$50.00 will be added to each month's rent until the mobile home is completely skirted. Skirting must be properly attached and uniform in style, orientation and color. Wood must be painted or stained.

18. Access to Premises

Landlord may enter premises if a crisis situation is deemed to exist.

19. Validity of Lease Provisions

Any provision set forth in this Rental Agreement which is contrary to the Arizona Mobile Home Residential Landlord and Tenant Act shall be treated by Landlord and Tenant as void and as if it were not set forth herein, but all other provisions of the Rental Agreement shall remain in full force and effect.

20. Waiver

All rights given to Landlord by this agreement shall be cumulative in addition to any laws which exist or might come into being. Any exercise of rights by Landlord or failure to exercise rights shall not act as a waiver of those or any other rights. No statement or promise by Landlord, its agents or employees, as to tenancy, repairs, amount of rent to be paid or other terms and conditions shall be binding unless it is put in writing and made a specific part of this agreements.

21. Legal Binding

Tenant hereby states that Tenant has the legal right to sign for any and all other residents of Tenant's premises and to commit them to abide by this contract.

22. Terms

In this agreement, the singular number where used will include the plural, the masculine gender will include the feminine, the term Owner will include Landlord, Lessor; and the term resident or occupant will include Tenant, Lessee.

23. Full Disclosure

The Tenant(s) signing this Rental Agreement hereby state that all their questions about this Rental Agreement have been answered, that they fully understand all the provisions of the agreement and obligations and responsibilities of each party, as spelled out herein. They further state that they agree to fulfill their obligations in every respect or suffer the full legal consequences of their actions or lack of action in violation of this Agreement. Signature by the Tenant(s) on the Tenant Checklist acknowledges that Tenant has received a copy of the Arizona Mobile Home Residential Landlord and Tenant Act, the Park Statement of Policy, Park Contact Information, Disclosure Statment under ARS 33-1432, applicable park rent history, utility specifications, Park Rules and Regulations and a copy of this Rental Agreement.

Anilsa M Baez

Tenant Name

X

Tenant Signature

47

Space

5/19/2025

Date

X

Tenant Signature

47

Space

5/19/2025

Date

Tenant Name

Landlord

CRIME FREE RENTAL AGREEMENT ADDENDUM

Landlord, Palo Verde Mobile Home Park, LLC, and Tenant, Anilsa M Baez, agree as follows:

1. Resident, any members of the Resident's household or a guest or other person under the Resident's control shall not engage in criminal activity, including drug-related criminal activity, on or about the said mobile home space/community. "Drug-related criminal activity" means the illegal manufacture, sale, distribution, use, or possession with intent to manufacture, sell, distribute, or use of a controlled substance (as defined in Section 102 of the Controlled Substance Act [21 U.S.C. 802]).
2. Resident, any member of the Resident's household or a guest or other person under the Resident's control shall not engage in any act intended to facilitate criminal activity, including drug-related criminal activity, on or about the mobile home space community.
3. Resident or members of the household will not permit the mobile home space/community to be used for, or to facilitate criminal activity, including drug-related criminal activity, regardless of whether the individual engaging in such activity is a member of the household, or a guest.
4. Resident, any member of the Resident's household or a guest or other person under the Resident's control shall not engage in the unlawful manufacturing, selling, using, storing, keeping, or giving of a controlled substance as defined in A.R.S. 13-1202, whether on or about the mobile home space/community.
5. Resident, any member of the Resident's household or a guest or other person under the Resident's control shall not engage in any illegal activity, including prostitution as set forth in A.R.S. 13-3211, criminal street gang activity as set forth in A.R.S. 13-105 and 13-2308, threatening or intimidating as set forth in A.R.S. 13-1202, assault as set forth in A.R.S. 13-1203, or the unlawful discharge of firearms, on or about the mobile home space/community, or any breach of the rental agreement that otherwise jeopardizes the health, safety and welfare of the Landlord, his agent or other Resident or involving imminent serious property damage.
6. VIOLATION OF THE ABOVE PROVISIONS SHALL BE A MATERIAL AND IRREPARABLE VIOLATION OF THE RENTAL AGREEMENT AND GOOD CAUSE FOR TERMINATION OF TENANCY. A single violation of any provisions of this addendum shall be deemed a serious violation and a material and irreparable non-compliance. It is understood that a single violation shall be good cause for immediate termination of the rental agreement as set forth under A.R.S. 33-1476. Unless otherwise provided by law, proof of violation shall not require criminal conviction, but shall be by a preponderance of the evidence.
7. In case of conflict between the provisions of this addendum and any other provisions of the rental agreement, the provisions of this addendum shall govern.
8. This Rental Agreement Addendum is incorporated into the Rental Agreement executed between Landlord and Resident.

Anilsa M Baez
Tenant Name

X 
Tenant Signature

47 5/19/2025
Space Date

Tenant Name

X
Tenant Signature

47 5/19/2025
Space Date

Statement of Policy

Landlord, Palo Verde Mobile Home Park, LLC, and Tenant, Anilsa M Baez, agree as follows:

1. There are no restrictions on the ages of the tenants residing at this mobile home park.
2. The owners reserve the right to change the use of this Park at any time subject to the notification requirements of current Arizona state law.
3. The method of determining rental increases in this Park is solely by the judgment of the owner.
4. Tenants of this Park have no right of first refusal to purchase the Park.
5. We allow new or used mobile homes which are compatible with the other mobile homes in the Park, with this evaluation made by Park Management. The allowable size of each mobile home is in accordance with the size of the space. All homes must be set above ground.
6. The following improvements are required by the park: factory produced skirting all of the same type and orientation, and stairs that are in compliance with current safety codes. Any landscaping or plants planted in the ground will be considered a permanent improvement and cannot be removed at the end of the rental agreement.
7. Insuring the mobile home is the tenant's responsibility, including fire department response insurance in unincorporated areas.

This Statement of Policy is effective until the end of each quarter, and will renew automatically for successive quarters unless Management notifies tenants of any changes in any of these policies.

Anilsa M Baez
Tenant Name

X  47
Tenant Signature Space

5/19/2025
Date

Tenant Name

X
Tenant Signature 47
Space

5/19/2025
Date

Park Rules and Regulations

The following Rules and Regulations are a part of your Rental Agreement, and are set forth to promote the convenience, safety, and welfare of the Tenant and Tenant's occupants and guests, to preserve the park facilities, to preserve and upgrade the quality of the park, and to assure a pleasant living environment.

GENERAL

1. Please see the attached "Contact List" for important park phone numbers.
2. Unless an emergency exists, all communications with Management must take place between 9 a.m. and 5 p.m.
3. Tenant will meet all Tenant's obligations as spelled out in Section 33-1451, Arizona Statutes, including but not limited to, that Tenant shall:

1. Maintain dwelling unit;
2. Comply with all obligations primarily imposed upon Tenants by applicable provisions of building codes materially affecting health and safety;
3. Dispose from Tenant's dwelling unit all ashes, rubbish, garbage and other waste in a clean and safe manner;
4. Use in a reasonable manner all electrical, plumbing, sanitary, heating ventilation, air-conditioning and other facilities and appliances in the premises;
5. Not deliberately or negligently destroy, deface, damage, impair or remove any part of the premises or knowingly permit any person to do so;
6. Conduct himself and require other persons on the premises with his consent to conduct themselves in a manner that will not disturb another Tenant's peaceful enjoyment of the premises.

4. The park will not terminate a Tenant's tenancy except for the reasons specified in the Landlord-Tenant Laws or violation of the Park Rules, and after proper notification.

5. No rights of storage are given by this agreement. Landlord will not be liable for any loss of Tenant's property. Tenant hereby acknowledges this and agrees to make no such claims or damages against Landlord, his agents, or employees. Tenant agrees to purchase insurance, including fire department response insurance, at Tenant's own expense, sufficient to protect Tenant and Tenant's property from fire, theft, burglary, breakage, electrical connections, accidents, Acts of God, and any other causes beyond Landlord's control. Tenant acknowledges that if Tenant fails to procure such insurance it is Tenant's responsibility and Tenant alone shall bear the consequences.
6. No peddling, soliciting or commercial enterprise is allowed in the park without prior Management approval.

7. Tenant waives right to a Jury Trial. In the event of court action, the prevailing party shall be entitled to receive reasonable attorney's fees and court costs.

8. Tenant shall provide Park Management, prior to entering into the Rental Agreement, with a current copy of the title of ownership that indicates legal owner, any lienholder(s) and serial or identification number(s) to Tenant's mobile home. In the event Tenant sells their mobile home and it will remain in the park, Tenant shall remain the responsible party under this lease until they demonstrate to management that the following have occurred:

- A. Both the title and ownership of the mobile home have changed hands;
 - B. Tenant has met all other obligations under this contract, and;
 - C. The new party has completed the application process, been approved, executed the rental agreement, and paid all fees owed prior to moving in.
9. Notice shall be given to park Management within ten days of any changes in a new lien, changes of existing lien or settlement of lien.
 10. Management may enter a home if it deems a crisis situation to exist.
 11. All prospective Tenants must make application for tenancy and be approved by Management prior to residing in the Park. The Tenant Application is by this reference made a part of these Rules as though set forth in full at this place. Management reserves the right to request an updated Tenant Application from time to time. Failure by Tenant to return the Tenant Application within 10 days of receipt is a violation of park rules.
 12. Any violation of these Park Rules and Regulations is grounds for termination of your lease.

PAYMENT OF RENT

CSM7

13. Rent is payable in advance, and due on the first of the month. The rent day ends at 5:00 p.m. Rent not received by close of business on the 6th of the month is late, and a late fee of \$25.00 will be assessed, unless other arrangements are made in advance, with Management approval. If rent is not received by close of business on the 10th, another \$25.00 fee will be assessed, which means rent paid after the 10th will have a total late fee of \$50.00. If rent is not received by close of business on the 15th, another \$25.00 fee will be assessed, bringing the total late fee to \$75.00 for rent received after the 15th.

14. In the event a Tenant's check is dishonored and returned unpaid for any reason to Landlord, Tenant agrees to pay a service charge of \$50.00. All late charges will apply until rent is paid in full. If for any reason a check is returned or dishonored, all future rent payments must be made by money order or cashier's check.

15. Payment of rent must be by money order or cashier's check, and will not be accepted without the late fees. The only exception will be made for a Tenant that can demonstrate a hardship in obtaining a money order. Approval must be in writing from management in advance.

16. Any utilities, which are submetered, will be charged to Tenants at the current single family residential rate as computed by the appropriate utility company. Charges will be due the 1st of the month following the month in which the meter is read.

17. Rent can be increased without a 90-day notice if Management can substantiate a tax increase, utility increase, insurance increase, or any uncontrollable charge to the park.

Please note: Our business day ends at 5 p.m. If you attempt to pay rent after 5 p.m. on any given day and you cannot find a park representative to accept it, it will be deemed to not have been paid on that day. It is deemed paid either the day it is delivered to Management, or the day it is received if you mail it. Managers are not required to be available to accept rent after 5 p.m., and it is your responsibility to deliver your rent on time.

CONDUCT

18. Conduct of the Tenant, Tenant's occupants and invitees upon the Park premises which constitutes a substantial annoyance to other Tenants are grounds for termination of the Rental Agreement. The Park's Quiet Hours are from 10:00 p.m. to 8:00 a.m. each and every day of the week.

19. Firearms may not be worn in the park or openly displayed except by sworn law enforcement personnel except for the following. Tenants, Tenant's guests and visitors:

A. May carry a firearm in a personal vehicle and may store a firearm in a locked vehicle while in the park, as long as any firearm is not visible from outside the vehicle

B. May have a firearm within the mobile home

C. May carry a firearm between vehicles and the mobile home in a box, holster or other device that does not display the firearm to others

D. Except when transporting a firearm directly between a vehicle and the home may not carry a firearm in a public or common area

E. No firearms are permitted on the manager's space at any time

F. May not brandish or display a firearm in any common or public area of the property

G. May not threaten other residents, occupants, visitors or staff with a firearm, whether the firearm is displayed or not

H. May not discharge a firearm anywhere in the park for any reason at all

I. Not leave a firearm in an unlocked vehicle at the property

J. Not leave a firearm in a locked vehicle if the firearm is visible from outside the vehicle

Violation of any of the above firearms restrictions by any resident, visitor or guest shall constitute a material and irreparable breach and shall be cause for immediate termination of tenancy. Fireworks or all kinds including sparklers are prohibited in the park. Igniting any kind of fireworks in the Park, including lighting a sparkler by any resident, visitor or guest shall constitute a material and irreparable breach and shall be cause for immediate termination of tenancy.

20. Intoxication, immoral or illegal conduct by Tenant will result in termination of rental agreement, if one exists, or immediate eviction as prescribed by law, if no rental agreement exists.

21. Tenants are responsible for the supervision of Tenant's children, children of Tenant's visitors and guests, and other children under the supervision of Tenant. Tenants or guests are not allowed to play in the street, or play, enter, or cut across any lots (occupied or vacant) for which they do not have permission. Children must be supervised when in the streets, recreational areas, or other common areas of the Park. Curfew laws in Tucson and unincorporated areas of Pima County apply as follows: People younger than 16 must be off the streets and common areas of the Park by 10 p.m. For 16 and 17 year olds this time is midnight. The curfew ends at 5 a.m. This does not apply to young people accompanied by parents or guardians or in the case of emergency. Parents will be held responsible for young people breaking this curfew and it will be considered a material breach of your tenancy.

22. Tenant, Tenant's occupants and invitees shall not commit, or allow to be committed, any nuisance or waste on the premises, nor shall Tenant use or allow the premises to be used for any unlawful purposes. Management has the right to prevent access to the Park and to remove anyone management deems objectionable with the exception of approved residents. Objectionable persons include but are not limited to persons previously denied residency at the Park for reasons of prior evictions (unrelated to non-payment of rent) or criminal history; persons not qualified for residency at the Park for reasons other than inability to pay rent; persons previously evicted from the Park for reasons other than non-payment of rent; persons engaged in criminal activity in the Park; known gang member or known gang associates; and persons who have materially violated Park rules or have been disruptive in the Park. Tenants permitting guests who are objectionable to be on the premises are subject to a notice of termination of tenancy for material non-compliance with Park rules.

USE OF MOBILE HOME SPACE AND/OR PARK FACILITIES

23. Sub-leasing or assignment is not permitted without prior written approval from Management. Sub-tenant must fill out a sub-tenant form provided by Management, and sign it. Tenant must also sign the form. Management will review the application and notify Tenant and/or Sub-Tenant whether the Sub-tenancy is accepted. Only after acceptance can the Sub-tenant occupy the premises. Tenant will remain the tenant of record until Tenant meets the requirements of Section 8 of these Rules and Regulations. Sub-tenant will only have a relationship with Tenant, and will have no legal relationship with the Landlord, even if the Sub-tenant is paying rent. All correspondence and legal notices will continue to be served in Tenant's name at Tenant's address unless Tenant notifies Management in writing. Tenant authorizes Management to serve any notices regarding Tenancy to Sub-tenant as if they are being served on Tenant.

24. All spaces are rented on a month to month basis unless other written arrangements are made. Month to month agreements automatically renew themselves each month unless proper legal notice (30 days) by Landlord or Tenant is given. Notice must be received by Management on or before the 1st of a given month in order to terminate the tenancy in that month without accruing liability for paying an additional month's rent. Per state law, if notice is given after the 1st of the month, rent will be due for the following month as well. No homes can be removed, under state law, without a written release from park management that all monies owed to the Landlord are paid.

25. All mobile homes and spaces shall be maintained in such a manner as to not be detrimental to other Tenants because of health, safety or esthetic reasons.

26. All improvements and alterations to the lot and home require prior written consent of Management. Any digging in the Park must have prior written approval of Management. All awnings, skirting, storage sheds, enclosures, etc., must comply with all applicable laws and zoning regulations. Building permits must be obtained where necessary.

27. Only those occupants listed on the Tenant Application are permitted to live on the premises, and occupancy must be in accord with applicable state and local laws governing occupancy. Tenancy at the presently stated rental rate is based upon only those Tenants listed on the Tenant Application. Tenant must notify Management in writing if adding additional occupants. There will be a \$75.00 per person per month charge retroactive to the date of occupancy for each unregistered person occupying the dwelling.

28. Tenant agrees not to use or allow the use of the premises or Park facilities in any manner that will increase the risk or rate of insurance or cause cancellation of any Park insurance policy.

29. Tenants are not permitted to alter, tamper with, or repair any park gas, electric, water, sewer, television or telephone facilities, service connections, or equipment.

30. Tenant is liable for the cost of any damage, replacement or repair to park property as a result of work done to Tenant's mobile home.

31. Management reserves the right of prior approval of a purchaser of a mobile home that will remain in the Park and requires that the selling Tenant, or his or her agent, give notice of the sale to Management before the close of sale. Should buyers not be approved as Park Tenants, they will be required to move the mobile home, at their expense, out of the Park immediately upon close of sale. The existing Tenants on the lease will remain liable for all rent and utilities while the existing rental agreement is in effect.

32. If a home is sold and will be moved, the existing Tenant must notify the park in writing at least 30 days prior to the move. The existing Tenant is liable for the rent and utilities through the end of the term of the rental agreement, consistent with the requirements stated in Rule 24, including a written release from Management that all monies have been paid.

33. Tenants may display a "for sale" sign in the window of the mobile home facing the street. Only one sign is permitted and may not exceed 12 inches wide and 18 inches long.

34. Management shall have the right to regulate the use of all Park facilities in a manner that it deems to be in the best interest of the majority of Park Tenants, and to refuse use of these facilities to any Park Tenant, Tenant's occupants, or invitees for cause.

35. Utility pedestals, meters and all service connections must be accessible at all times. If a Park shut-off valve is located on Tenant's lot, it must be kept visible and accessible at all times.

36. Tenant is responsible for properly configuring and securing Tenant's sewer connection to the park's sewer system. In the event it is discovered that Tenant's sewer system is not properly configured, sealed and connected to the park's system, Tenant agrees to immediately take all steps necessary to: 1. abate the problem to stop any waste from contaminating park property; 2. repair Tenant's sewer connection so that no waste will contaminate park property; 3. repair the ground contaminated by a faulty, improperly sealed or configured sewer connection, which entails removing the top 6 inches of soil from any contaminated area, treating the area with a park approved disinfectant, and replacing the top 6 inches of soil with new, uncontaminated soil. Tenant agrees that if Tenant fails to repair Tenant's waste system and stop any waste from contaminating park property within 24 hours of being notified by Park Management, or if Tenant fails to repair the contaminated ground within 72 hours of notification, that Tenant is in material breach of the Rental Agreement, and further, Tenant agrees to reimburse Management for any costs Management incurs to abate the problem if Tenant does not comply with the time frames contained in this sentence.

37. Only manufactured factory type accessories, equipment, structures, and appliances which are similar in design and compatible in color to the home are permitted. No "homemade" accessories, equipment, structures, and appliances may be installed without Management's prior written approval of plans and timetable for completion.

38. Each Tenant shall maintain Tenant's lot, home and all improvements (including the maintenance and trimming of all shrubbery, lawns, and landscaping) to reflect a clean, attractive, and well-kept appearance at all times.

A. Tenant shall maintain all accessories, equipment, structures and appliances attached to or placed thereon in good condition and repair. This obligation includes the replacement of any such items which are missing or damaged to the point that they cannot be repaired, and the repainting of the home and improvements when they are reasonably needed.
B. All concrete, asphalt and other surfaces on the lot shall be kept clean and maintained free of oil drippings, grease, and other debris. Tenant shall maintain such in good repair and condition.
C. Tenant is responsible to arrange for maintenance of Tenant's lot and home when away for any extended period of time. Should a space be in need of care, Tenant will receive a notice to this effect and be given ten (10) days to remedy the situation. If not complied with, the work may be done by management, in which case the Tenant will either be charged or the rental agreement may be terminated.

JWS

D. All trash, paper, glass, cans, and wrapped sanitary napkins are to be deposited in the trash. To prevent clogged sewer lines, flushing of sanitary napkins, disposable diapers, tissues, paper towels, cigarette butts, cooking grease, or any other insoluble materials or foreign objects down toilets, sinks, or garbage disposals is not permitted. The costs of clearance of stoppages or repairs of sewer lines caused by Tenant's negligence or improper usage or intentional misuse are the responsibility of the Tenant.

E. Tenant is responsible for disposing from his mobile home space all rubbish, garbage, and other waste in a clean and safe manner. The garbage facilities provided by the park are for regular household trash only. They are not for (but not limited to) the disposal of furniture, appliances, carpeting, structural material, plant trimmings or anything from outside the park. All garbage must be in sealed plastic garbage bags and disposed of IN the dumpster. Garbage bags may not be stored outside the Tenant's mobile home at any time. Any Tenant found dumping in violation of these rules will bear the cost for any cleanup and it will be considered a material breach of the rental agreement.

F. All personal property of Tenant must be stored in an appropriate storage shed or inside the home. Except for standard patio furniture, barbecue equipment, and operable bicycles (all of which must be kept in an attractive and well-maintained condition), no personal property accumulation is permitted around the home, on driveways, patios, or on porches without Management's approval in writing. In this paragraph, personal property includes, but is not limited to indoor type furniture, appliances, ironing boards, brooms, mops, tools, toys, gardening equipment, debris, refuse, litter, firewood, or such items which are unsightly in appearance.

G. No material of a combustible, explosive, volatile, poisonous, gaseous, noxious, or corrosive nature shall be stored on the Tenant's lot.

H. Aluminum foil, cardboard, plywood or similar material is not permitted in the windows or doors of the home.

39. Management reserves the right to maintain any neglected area within Tenant's leased premises and Tenant will be charged an appropriate fee for any such service.

40. All homes will be set above ground level and will be compatible with park standards, as determined by Management. Skirting is required. Tenants have 60 days from the day the mobile home is moved into the park to completely skirt the mobile home. Beginning with the 1st of the month following that 60 day period, a \$50.00 charge will be added to each month's rent until the mobile home is completely skirted.

41. Plants or shrubs which are planted in the ground will not be removed without prior permission of Management.

42. Trees and shrubs on the Tenant's space are part of the space. Tenant is responsible for maintaining trees and shrubs on the space including trimming as necessary to ensure the health of the flora and to avoid safety hazards. Unauthorized removal or destruction of a tree on the space (not originally planted by the Tenant) is a material violation of the lease agreement.

43. Grass must be kept below a maximum height of 3 inches. If grass grows above 5 inches, Management will cut grass below 3 inches and Tenant will be charged \$15.00. There will be no notice given prior to action by Management. Tenant is responsible for grass in front of mobile out to street.

44. The only type of fencing allowed is 4 or 5 foot chain link fencing and it must have a top rail.

45. Tenant must erect an awning on the front side of the mobile home. It must be at least 8 feet wide and 10 feet long. Tenants have 90 days from the day the mobile home is moved into the park to erect the awning. Beginning with the 1st of the month following that 90 day period, a \$50.00 charge will be added to each month's rent until the awning is erected.

46. If Tenant reports a maintenance problem and Management takes action to correct the problem, and the problem turns out to be the Tenant's responsibility, Tenant agrees to pay for any charges incurred as a result of the maintenance call and any action taken. Tenant is responsible for any sewer problems above ground, including the connection to the park's sewer system. Tenant is responsible for any water leaks on Tenant's side of the water meter, gas meter (if applicable) or electric meter (if applicable). Landlord is responsible for maintenance of the meters. The meters (where applicable) are park property. Tenant is responsible for any damage to the meters as a result of any actions taken by Tenant, any negligence by Tenant, or any faulty equipment used by Tenant.

GUESTS

47. It is the Tenant's responsibility to acquaint all Tenant's occupants, guests, visitors, vendors, agents and contractors to Tenant's lot with these Rules. Tenant shall be responsible and financially liable for the conduct and acts of all Tenant's occupants and invitees.

48. Guests and Visitors shall be the sole responsibility of the Tenant inviting the guest and each guest shall be subject to the same Rules and Regulations as Tenant. Any act committed by Tenant's occupants, guests, visitors, vendors, agents and contractors in violation of Park Rules or the law shall be treated the same, for purposes of violating these rules, as if Tenant had committed the act.

49. Guests and Visitors using the Park facilities must be accompanied by an adult Tenant.

50. Guests are not permitted to bring pets into the Park.

51. Guests are limited to a maximum stay of thirty (30) days in any twelve (12) month period. Once a guest exceeds this limit, Tenant is liable for additional occupancy fee.

VEHICLES

52. Except for minor repairs of Tenant's own vehicles, repairing of automobiles, trailers, boats, or other similar equipment and vehicles is not permitted in the Park. No engine or transmissions overhauling or removal, no body repair work or any other automotive work extending beyond eight (8) hours during any seven (7) day period is permitted in the Park.

53. Vehicles must be operated in a safe, courteous and cautious manner at all times. Pedestrians and bicycles shall be granted the right of way. Absolutely no motorized vehicles may be operated within the Park by any unlicensed persons. All vehicles operated in the Park must be operable (an inoperable vehicle is any vehicle that has not been moved for 72 consecutive hours and cannot be moved by operating the vehicle in its existing state), properly licensed and registered. Proper licensing and registration for Tenants' vehicles must be demonstrated by the vehicle displaying Arizona license plates with current registration stickers affixed to the license plates. Tenant, Tenant's occupants and invitees must obey all posted traffic control and parking signs. No ATVs may be operated on Park property.

54. The speed limit in the Park is 5 m.p.h.

55. Management reserves the right to prohibit the use of any noisy vehicles within the park.

56. There is absolutely no parking allowed in the streets of the Park. The streets are considered firelanes and must be kept clear for emergency equipment.

57. Parking of motor homes, trucks, buses, trailers, travel trailers, boats, campers, and any non-operable or unlicensed vehicles, etc., is not permitted in the Park. However, a small truck or camper used regularly as transportation by a Tenant may be parked in Tenant's designated parking area.

58. Boats may not be kept in the park without prior written consent of Management, and then only where agreed to in writing.

59. Tenant acknowledges the signs posted at the entrance to the park regarding the removal of vehicles, and Tenant agrees that Landlord has the right to remove any vehicle violating Park Rules at owner's expense without further notice.

PETS - NO PETS IN CACTUS COVE - THESE RULES DO NOT APPLY TO CACTUS COVE

60. Only those pets specified in the rental agreement, or by written consent of Management, are allowed. No more than 2 pets per space are allowed. Landlord reserves the right to revoke this consent on three day's notice to Tenant, if in the opinion of Landlord the pet has been a nuisance to other Tenants or there has been a violation of the Rental Agreement or the Park Rules. In the event consent is revoked, Tenant agrees to forthwith remove the pet from the Park and failure to do so shall be a breach of the Rental Agreement. Any animals on the property not registered in the Tenant Application will be presumed to be strays and will be disposed of according to law, at the discretion of the Landlord.

61. Adding additional animals without the consent of Management is not allowed, and will result in an increase of rent of \$50.00 added to the following month's rent. If the animal is not removed in 48 hours, it is grounds for termination of the Rental Agreement.

62. Pets must be properly confined at all times. After one written warning, the animal must be removed. Additional violations of this rule are grounds for termination of Tenant's Rental Agreement lease. The park Management will remove any animals loose in the park. No pit bulls or pit bull mixes are allowed.

63. Pets shall not be allowed to invade another Tenant's homesite, flowerbed, shrubs or yard.

64. Noise that disturbs other Tenants is cause for revoking permission to keep a pet.

65. Tenant is fully responsible for any damage to property of Landlord or to other Tenants which may result from the actions of a pet.

66. Each Tenant is responsible for cleaning up after Tenant's pet immediately. After a written notice, Management will remove the waste and the Tenant will be charged \$50. Failure to comply with this provision is considered a material breach of the rental agreement.

67. Each Tenant is responsible for complying with all applicable state, city and county requirements with respect to licensing, vaccinations, and leash laws. Tenants must provide management with a photocopy of proof that all pets have been properly vaccinated, and with a photocopy of proof that all pets are licensed.

MOBILE HOME MOVEMENT

68. Landlord has a right of first refusal for the sale of any mobile home in the Park. Prior to the sale of a mobile home in the Park, Tenant must present to Landlord a written bona fide offer for the sale of the mobile home. Landlord will have 3 business days to notify Tenant that Landlord will match the offer and purchase the mobile home. Should Landlord decide to purchase the mobile home, Tenant is obligated to sell the mobile home to Landlord unless Tenant decides not to sell.

69. Tenants or their successors in interest may remove their homes from the park as provided in ARS §33-1485.01. Tenant must provide the Park with a Notice of Removal of Mobile Home from Park not less than thirty (30) days prior to move out (this time is necessary for management to make arrangements to enable the move-out). A form is available from management.

A. Tenant must designate a person or entity that will be responsible for move-out. If this responsible party is not licensed as a contractor by the Registrar of Contractors and Department of Fire, Building and Life Safety, a move-out deposit or surety bond of \$1,000 less any security deposit of Tenant's then held by the Park must be posted.

B. When the home is removed, all necessary structures such as sheds, awnings, carports, Arizona rooms and the like must also be removed unless the Park agrees in writing.

C. The space must be left clean, free of trash, building materials and construction debris. All concrete including patios, carports and driveways must be removed unless management agrees in writing that it may remain.

D. All holes and depressions must be filled in. The space must be graded and level, and approximately the same level as adjoining lots. If fill dirt is necessary, Tenant is responsible for supplying clean fill dirt.

E. Per ARS §33-1451(6)(B) tenant shall not remove a mobile home from a mobile home space unless the tenant has received from the landlord a clearance for removal showing that all monies due the landlord as of the date of removal have been paid or that the landlord and tenant have otherwise agreed to the removal. The landlord shall not interfere with the removal of a mobile home for any reason other than nonpayment of monies due as of the date of removal even if the term of the rental agreement has not expired.

JUDGMENT

70. In the event Landlord takes judgment against Tenant for non-payment of rent, Tenant is required to increase the security deposit to the maximum amount permitted by law prior to being reinstated. Tenant is required to pay a \$50.00 reinstatement fee if they remain in the park. In addition, Tenancy will not be reinstated until Tenant is fully current and paid up on all outstanding charges, including those incurred post-judgment.

ABANDONMENT

71. Tenant's absence from the dwelling unit for seven days, if the rent for the unit is outstanding and unpaid for ten days and there is no reasonable evidence that the Tenant is occupying the unit other than the Tenant's personal property, will cause the unit to be considered abandoned and action will be taken in accordance with the Arizona Mobile Home Residential Landlord and Tenant Act and any Amendments thereto, terminate the Tenancy, possess the unit and dispose of the personal property.

ARIZONA REVISED STATUTES

72. The Current Arizona Revised Statutes (ARS), Title 33, Chapter 11 and other selected citations, known as the "Arizona Mobile Home Parks Residential Landlord and Tenant Act" is by this reference made a part of these Rules as though set forth in full at this place. Should a contradiction arise between these Rules and ARS, the latter shall apply.

WRITTEN APPROVAL AND WRITTEN NOTIFICATION

73. All references in these rules that refer to consent, approval, permissions, or authorization of the Park shall mean written approval prior to taking action.

74. Except for emergencies, all complaints by Tenant must be in writing.

ENFORCEMENT OF RULES

75. Management will make every effort to enforce the Rules and conditions of tenancy equally and promptly. However, Tenant agrees that the enforcement is a private matter between Management and the affected Tenant. The enforcement, or lack thereof, will not result in any claim by any Tenant against the Park, or constitute a waiver of the Park's right to enforce the Rules.

76. Tenant is responsible to pay the postage for any notices mailed to Tenant for non-payment of rent or non-compliance with park rules. In addition, Tenant will be charged \$30 for the preparation of a non-payment of rent notice and \$50 for the preparation of a non-compliance notice.

CREATION OF A HAZARDOUS SITUATION

77. If Tenant creates a hazardous situation with regard to Tenant's use of the space, Management, upon posting notice, may immediately shut down any utility service that would abate the hazardous situation, and may keep the utility service off until Tenant remedies the hazardous situation.

We hereby acknowledge reading all 8 pages of these Park Rules and Regulations, and agree to all of the terms and conditions contained therein.

Anilsa M Baez

Tenant Name

X 
Tenant Signature

47

Space

5/19/2025

Date

Tenant Name

X
Tenant Signature

47

Space

5/19/2025

Date

EXHIBIT 4

DECLARATION OF JOCELYN ESTRADA

I, Jocelyn Estrada, declare as follows:

1. I am a resident of Pima County, Arizona. I am a (35) year-old female.
2. I have personal knowledge of all the facts contained in this declaration and, if called to testify, I could and would testify to the same.
3. I have lived at 3434 East Mossman Road., Tucson, Arizona, 85706, in the Palo Verde Mobile Home Park, Unit No. 50, for approximately nine years. I moved in, in 2016.
4. I own my mobile home and rent the lot space for \$440.00 per month. No utilities are included in my lease.
5. I live in my home with my elderly mother, 12-year-old son.
6. My elderly mother is on oxygen and is adversely affected by extreme heat.
7. At the time I signed my lease, I was never told about the age of the property's electrical system. I was also never notified that the electrical system was dangerous, unreliable, and would experience frequent outages. Nor was I notified that the owners and property managers of Palo Verde Mobile Home Park would not maintain or upgrade the electrical system as needed.
8. I was also never notified about the limitations of the property's electrical system. I was not told that the amps provided were not capable of simultaneously powering standard household appliances, or that I wouldn't be able to power multiple air conditioning units, which are necessary to cool my mobile home in the summer.
9. I have one window air conditioning unit in our bedroom and one mini-split air conditioner which cools the living room and kitchen.
10. If I had been told that the electrical system was older, dangerous, unreliable, and insufficient to power my appliances and air conditioning systems at the time I signed my lease, then I would not have chosen to rent at Palo Verde Mobile Home Park.
11. Instead, property management told me the opposite – they assured me that I would be able to use standard household appliances and air conditioning at the Palo Verde Mobile Home Park.
12. I pay all utilities to Palo Verde Mobile Home Park, in the same bill as the lot space rent. This includes electric, water, and gas.

JE

13. The electrical outages began in 2023, and have since become progressively worse.
14. In June 2025, the electricity began to go out nearly every day, and sometimes multiple time as day. Sometimes my entire mobile home is affected, and sometimes the power goes out in half of my home.
15. When the outages started happening every day, I contacted or sent text messages to the Maintenance Manager, Jesus Espinosa. I contacted maintenance on the following dates:
 - a. July 4, 2025 (this outage lasted until July 6, 2025);
 - b. August 2, 2025;
 - c. August 3, 2025;
 - d. August 4, 2025;
 - e. August 5, 2025;
 - f. August 8, 2025;
 - g. August 9, 2025;
 - h. August 10, 2025
 - i. August 11, 2025;
 - j. August 12, 2025;
 - k. August 18, 2025. (this outage lasted 20 hours)
16. I know that residents in other mobile homes at the Palo Verde Mobile Home Park also experience outages, but these may occur at different times than the outages that affect our home.
17. Most of these outages last a few hours. The longest electrical outage was over 72 hours.
18. When the electricity goes out, my mobile home heats up rapidly. I estimate that it reaches the mid-90's within an hour or so. Once my mobile home heats up, it takes a while to cool back down. Even a short outage makes my home unbearably hot for hours.
19. Not only is this heat uncomfortable, but it's not safe. I have a newborn baby, a 12-year-old, and an elderly mother, who has an oxygen supply. On one occasion, my mother started vomiting after an outage. We did not take her to the hospital, but I believe that this was brought on by the high temperatures in the trailer.

20. When the electricity went out for three days, we were forced to get a hotel for approximately \$150.00/night and we lost all of the groceries in our fridge, which I estimate totaled over \$300.00. The owner/property management never offered to reimburse me for our hotel stay or lost groceries.
21. I believe the outage on August 18, 2025, caused something on the plug from my trailer to the pedestal to melt. My family was forced to stay in a hotel due to the outage at an out of pocket cost of \$68.27/per night and \$200.00 lost in groceries.
22. Palo Verde Mobile Home Park has never discounted our rent due to electrical outages, no matter how long the outage lasts. They have also never offered to compensate us for the loss of power or offered to put us up in a hotel.

I declare under penalty of perjury that the foregoing is true and correct.

Signed this 22 day of August, 2025.



Jocelyn Estrada

JE

Exhibit 1

Mobile Home Space Rental Agreement

THIS AGREEMENT, made on 9/26/2016 by and between Palo Verde Mobile Home Park, LLC, herein called 'Landlord', and Carlos Vergara and Jocelyn Vergara, herein called 'Tenant'. Landlord hereby agrees to rent to Tenant the real property located in the City of Tucson, County of Pima, State of Arizona, described as follows: Palo Verde Mobile Home Park, 3434 East Mossman Road, Space 50, Tucson AZ 85706

THIS AGREEMENT will commence on the 1st day of September, 2016, and end on the ____ day of _____, _____, or (X) exist on a month to month basis.

1. Rent

Tenant agrees to pay Landlord as base rent the sum of \$309 per month, due and payable monthly in advance without notice or demand on the first day of each month during the term of this agreement. Landlord will not accept partial payments without Landlord's agreement and a completed and signed Partial Payment Waiver Form. Tenant is also responsible to pay a portion of property taxes. Currently that amount is \$7.64 per month. Tenant agrees, as per ARS 33-1413(I) that any future tax or insurance increases may be passed along to Tenant. Landlord shall determine at its sole discretion how to allocate any increase.

2. Security Deposit

Tenant is required to provide a refundable security deposit in the amount of \$309. This deposit shall be retained to ensure Tenant's compliance with the terms and conditions of this Rental Agreement and ARS Section 33-1431. The deposit shall be held, applied, and if appropriate, refunded pursuant to law. If Landlord applies any portion of the deposit, within 10 days after written demand therefore, Tenant shall deposit with Landlord an amount sufficient to restore the deposit to the original amount, and Tenant's failure to do so shall be a default under the Rental Agreement. The deposit may be used for, but not limited to, the repair of damages and cleaning for which Tenant is responsible. The security deposit may not be applied by Tenant to payment of rent.

3. Term of Lease

Unless an ending date is specified in this Rental Agreement, the tenancy described herein is on a month to month basis. Month to month agreements automatically renew themselves unless proper legal notice (30 days) by landlord or tenant is given. If an ending date is specified in this Rental Agreement, unless proper notification is given, the tenancy will become month to month at the expiration of this agreement.

4. Payment of Rent

The initial payment of rent and security deposit under the terms of this Rental Agreement must be made in cash, money order or bank cashier's check. Thereafter, monthly rent payments may be paid by money order or cashier's check. Any rents lost in the mail will be treated as if unpaid until received by Landlord.

5. Late Rent Collection Charge

In the event rent is not received prior to 8:00 p.m. on the 6th of the month, regardless of cause, including dishonored checks, Tenant agrees to pay a late charge to Landlord of \$25.00. If rent is not received prior to 5:00 p.m. on the 10th of the month, Tenant agrees to pay a late charge of \$50.00. If rent is not received prior to 5:00 p.m. on the 15th of the month, Tenant agrees to pay a late charge of \$75.00. No excuses will be accepted for late payment.

6. Bad Check Servicing Charge

In the event Tenant's check is dishonored and returned unpaid for any reason to Landlord, Tenant agrees to pay a service charge of \$50.00. All payments must be made by cashier's check or money order unless specifically allowed by Landlord.

7. Non-Assignment of Rental Agreement

Resident agrees not to assign this agreement, nor to sub-let any part of the property without prior written consent of Landlord.

8. Legal Obligations

Tenant hereby acknowledges that Tenant has a legal obligation to pay rent on time each and every month regardless of any other debts or responsibilities Tenant may have. Tenant agrees that Tenant will be fully liable for any back rent owed. Tenant also acknowledges that defaulting on this Rental Agreement could result in a judgement being taken against Tenant. If court action is sought by either party to enforce the provisions of the Rental Agreement, attorney's fees and costs may be awarded to the prevailing party in the court action.

9. Notice of Intent to Vacate

Tenant agrees to give Landlord written notice of Tenant's intention to vacate the premises at least 30 days prior to the expiration of this agreement. Notice must be received by Landlord/Agent prior to date rent is due with 30 days notice to commence on the next rent due date after notice is received.

10. Tenant Insurance

No rights of storage are given by this agreement. Landlord will not be liable for any loss of Tenant's property. Tenant hereby acknowledges this and agrees to make no such claims of any losses or damages against Landlord, his agents, or employees. Tenant agrees to purchase insurance, at Tenant's own expense, sufficient to protect Tenant and Tenant's property from fire, theft, burglary, breakage, and electrical connections. Tenant acknowledges that if Tenant fails to procure such insurance it is Tenant's responsibility and Tenant alone shall bear the consequences.

CV

11. Abandonment

Tenant's absence from the dwelling unit for at least seven days, if the rent for the unit is outstanding and unpaid for ten days and there is no reasonable evidence that the Tenant is occupying the unit other than the Tenant's personal property, will cause the unit to be considered abandoned and action will be taken in accordance with the Arizona Mobile Home Residential Landlord and Tenant Act.

12. Condition of Premises

Tenant hereby acknowledges that said rental property is in good condition. If there is anything about the condition of the property that is unacceptable to Tenant, Tenant agrees that failure to file a written notice of defects within three days of beginning date of Agreement will be legally binding proof that the property is in good condition at the time of occupancy.

13. Improvements

Tenant shall make no alterations, decorations, additions or improvements to Landlord's property without Landlord's prior written consent, and then only by contractors or mechanics approved by Landlord. All alterations, additions or improvements upon Landlord's property, made by either party, shall become the property of Landlord and shall remain upon, and be surrendered with said premises, as a part thereof, at the end of the term hereof.

14. Vehicle Policy

Tenant agrees never to park or store a motor home, camper, trailer, boat or any sort of recreational vehicle on the premises without written consent of Landlord. Tenant further agrees to park only those vehicles listed in the Tenant Application in the park, and only on areas provided. Tenant may not maintain more than two cars on the premises, unless Landlord provides written consent. Inoperative vehicles or unlicensed automobiles are not permitted on property. Removal will be at the expense of the Tenant. Tenant agrees that any vehicles parked on unauthorized areas may be towed and stored at Tenant's expense.

15. Tenant Application

Attached hereto and by this reference made a part of this Agreement as though set forth in full at this place is the Park's Tenant Application. Tenant agrees to completely and truthfully complete the Tenant Application, and notify Landlord within one week of any material changes in the information provided. Failure to comply with this provision represents a material breach of this Agreement.

16. Park Rules

Attached hereto and by this reference made a part of this Agreement as though set forth in full at this place, is a copy of the current Rules and Regulations of the Park. Tenant agrees to comply with all of the Rules and Regulations now in existence and such additional Rules and Regulations as may be promulgated by the Park from time to time in accordance with State Law. Tenant, by signing this Agreement, acknowledges having received a copy of the Park's Rules and Regulations prior to entering into this agreement. Changes may be, but are not limited to, monetary penalties for failure to comply with the Park Rules.

17. Skirting

Tenant agrees to completely skirt Tenant's mobile home within 60 days of moving the mobile home into the park. If a mobile home is not completely skirted after 60 days, beginning with the 1st of the following month an additional \$50.00 will be added to each month's rent until the mobile home is completely skirted. Skirting must be properly attached and uniform in style, orientation and color. Wood must be painted or stained.

18. Access to Premises

Landlord may enter premises if a crisis situation is deemed to exist.

19. Validity of Lease Provisions

Any provision set forth in this Rental Agreement which is contrary to the Arizona Mobile Home Residential Landlord and Tenant Act shall be treated by Landlord and Tenant as void and as if it were not set forth herein, but all other provisions of the Rental Agreement shall remain in full force and effect.

20. Waiver

All rights given to Landlord by this agreement shall be cumulative in addition to any laws which exist or might come into being. Any exercise of rights by Landlord or failure to exercise rights shall not act as a waiver of those or any other rights. No statement or promise by Landlord, its agents or employees, as to tenancy, repairs, amount of rent to be paid or other terms and conditions shall be binding unless it is put in writing and made a specific part of this agreements.

21. Legal Binding

Tenant hereby states that Tenant has the legal right to sign for any and all other residents of Tenant's premises and to commit them to abide by this contract.

22. Terms

In this agreement, the singular number where used will include the plural, the masculine gender will include the feminine, the term Owner will include Landlord, Lessor, and the term resident or occupant will include Tenant, Lessee.

23. Full Disclosure

The Tenant(s) signing this Rental Agreement hereby state that all their questions about this Rental Agreement have been answered, that they fully understand all the provisions of the agreement and obligations and responsibilities of each party, as spelled out herein. They further state that they agree to fulfill their obligations in every respect or suffer the full legal consequences of their actions or lack of action in violation of this Agreement. Signature by the Tenant(s) on the Tenant Checklist acknowledges that Tenant has received a copy of the Arizona Mobile Home Residential Landlord and Tenant Act, the Park Statement of Policy, Park Contact Information, Disclosure Statment under ARS 33-1432, applicable park rent history, utility specifications, Park Rules and Regulations and a copy of this Rental Agreement.

Carlos Vergara

Tenant Name

X CARLOS VERGARA
Tenant Signature

50

Space

9/26/2016

Date

Jocelyn Vergara

Tenant Name

X [Signature]
Tenant Signature

50

Space

9/26/2016

Date

Landlord

[Signature]

X C.V.

CRIME FREE RENTAL AGREEMENT ADDENDUM

Landlord, Palo Verde Mobile Home Park, LLC, and Tenant, Carlos Vergara and Jocelyn Vergara, agree as follows:

1. Resident, any members of the Resident's household or a guest or other person under the Resident's control shall not engage in criminal activity, including drug-related criminal activity, on or about the said mobile home space/community. "Drug-related criminal activity" means the illegal manufacture, sale, distribution, use, or possession with intent to manufacture, sell, distribute, or use of a controlled substance (as defined in Section 102 of the Controlled Substance Act [21 U.S.C. 802]).
 2. Resident, any member of the Resident's household or a guest or other person under the Resident's control shall not engage in any act intended to facilitate criminal activity, including drug-related criminal activity, on or about the mobile home space community.
 3. Resident or members of the household will not permit the mobile home space/community to be used for, or to facilitate criminal activity, including drug-related criminal activity, regardless of whether the individual engaging in such activity is a member of the household, or a guest.
 4. Resident, any member of the Resident's household or a guest or other person under the Resident's control shall not engage in the unlawful manufacturing, selling, using, storing, keeping, or giving of a controlled substance as defined in A.R.S. 13-1202, whether on or about the mobile home space/community.
 5. Resident, any member of the Resident's household or a guest or other person under the Resident's control shall not engage in any illegal activity, including prostitution as set forth in A.R.S. 13-3211, criminal street gang activity as set forth in A.R.S. 13-105 and 13-2308, threatening or intimidating as set forth in A.R.S. 13-1202, assault as set forth in A.R.S. 13-1203, or the unlawful discharge of firearms, on or about the mobile home space/community, or any breach of the rental agreement that otherwise jeopardizes the health, safety and welfare of the Landlord, his agent or other Resident or involving imminent serious property damage.
6. VIOLATION OF THE ABOVE PROVISIONS SHALL BE A MATERIAL AND IRREPARABLE VIOLATION OF THE RENTAL AGREEMENT AND GOOD CAUSE FOR TERMINATION OF TENANCY. A single violation of any provisions of this addendum shall be deemed a serious violation and a material and irreparable non-compliance. It is understood that a single violation shall be good cause for immediate termination of the rental agreement as set forth under A.R.S. 33-1476. Unless otherwise provided by law, proof of violation shall not require criminal conviction, but shall be by a preponderance of the evidence.
7. In case of conflict between the provisions of this addendum and any other provisions of the rental agreement, the provisions of this addendum shall govern.

8. This Rental Agreement Addendum is incorporated into the Rental Agreement executed between Landlord and Resident.

Carlos Vergara
Tenant Name

X Carlos Vergara
Tenant Signature

50 9/26/2016
Space Date

Jocelyn Vergara
Tenant Name

X _____
Tenant Signature

50 9/26/2016
Space Date

C.V.

Statement of Policy

Landlord, Palo Verde Mobile Home Park, LLC, and Tenant, Carlos Vergara and Jocelyn Vergara, agree as follows:

1. There are no restrictions on the ages of the tenants residing at this mobile home park.
2. The owners reserve the right to change the use of this Park at any time subject to the notification requirements of current Arizona state law.
3. The method of determining rental increases in this Park is solely by the judgment of the owner.
4. Tenants of this Park have no right of first refusal to purchase the Park.
5. We allow new or used mobile homes which are compatible with the other mobile homes in the Park, with this evaluation made by Park Management. The allowable size of each mobile home is in accordance with the size of the space. All homes must be set above ground.
6. The following improvements are required by the park: factory produced skirting all of the same type and orientation, and stairs that are in compliance with current safety codes. Any landscaping or plants planted in the ground will be considered a permanent improvement and cannot be removed at the end of the rental agreement.
7. Insuring the mobile home is the tenant's responsibility, including fire department response insurance in unincorporated areas.

This Statement of Policy is effective until the end of each quarter, and will renew automatically for successive quarters unless Management notifies tenants of any changes in any of these policies.

Carlos Vergara
Tenant Name

X Carlos Vergara
Tenant Signature

50 9/26/2016
Space Date

Jocelyn Vergara
Tenant Name

X [Signature]
Tenant Signature

50 9/26/2016
Space Date

X CW

Park Rules and Regulations

The following Rules and Regulations are a part of your Rental Agreement, and are set forth to promote the convenience, safety, and welfare of the Tenant and Tenant's occupants and guests, to preserve the park facilities, to preserve and upgrade the quality of the park, and to assure a pleasant living environment.

GENERAL

1. Please see the attached "Contact List" for important park phone numbers.
2. Unless an emergency exists, all communications with Management must take place between 9 a.m. and 5 p.m.
3. Tenant will meet all Tenant's obligations as spelled out in Section 33-1451, Arizona Statutes, including but not limited to, that Tenant shall:
 1. Maintain dwelling unit;
 2. Comply with all obligations primarily imposed upon Tenants by applicable provisions of building codes materially affecting health and safety;
 3. Dispose from Tenant's dwelling unit all ashes, rubbish, garbage and other waste in a clean and safe manner;
 4. Use in a reasonable manner all electrical, plumbing, sanitary, heating ventilation, air-conditioning and other facilities and appliances in the premises;
 5. Not deliberately or negligently destroy, deface, damage, impair or remove any part of the premises or knowingly permit any person to do so;
 6. Conduct himself and require other persons on the premises with his consent to conduct themselves in a manner that will not disturb another Tenant's peaceful enjoyment of the premises.
4. The park will not terminate a Tenant's tenancy except for the reasons specified in the Landlord-Tenant Laws or violation of the Park Rules, and after proper notification.
5. No rights of storage are given by this agreement. Landlord will not be liable for any loss of Tenant's property. Tenant hereby acknowledges this and agrees to make no such claims of any losses or damages against Landlord, his agents, or employees. Tenant agrees to purchase insurance, including fire department response insurance, at Tenant's own expense, sufficient to protect Tenant and Tenant's property from fire, theft, burglary, breakage, electrical connections, accidents, Acts of God, and any other causes beyond Landlord's control. Tenant acknowledges that if Tenant fails to procure such insurance it is Tenant's responsibility and Tenant alone shall bear the consequences.
6. No peddling, soliciting or commercial enterprise is allowed in the park without prior Management approval.
7. Tenant waives right to a Jury Trial. In the event of court action, the prevailing party shall be entitled to receive reasonable attorney's fees and court costs.
8. Tenant shall provide Park Management, prior to entering into the Rental Agreement, with a current copy of the title of ownership that indicates legal owner, any lienholder(s) and serial or identification number(s) to Tenant's mobile home. In the event Tenant sells their mobile home and it will remain in the park, Tenant shall remain the responsible party under this lease until they demonstrate to management that the following have occurred:
 - A. Both the title and ownership of the mobile home have changed hands;
 - B. Tenant has met all other obligations under this contract, and;
 - C. The new party has completed the application process, been approved, executed the rental agreement, and paid all fees owed prior to moving in.
9. Notice shall be given to park Management within ten days of any changes in a new lien, changes of existing lien or settlement of lien.
10. Management may enter a home if it deems a crisis situation to exist.
11. All prospective Tenants must make application for tenancy and be approved by Management prior to residing in the Park. The Tenant Application is by this reference made a part of these Rules as though set forth in full at this place. Management reserves the right to request an updated Tenant Application from time to time. Failure by Tenant to return the Tenant Application within 10 days of receipt is a violation of park rules.
12. Any violation of these Park Rules and Regulations is grounds for termination of your lease.

CW

PAYMENT OF RENT

13. Rent is payable in advance, and due on the first of the month. The rent day ends at 5:00 p.m. Rent not received by close of business on the 6th of the month is late, and a late fee of \$25.00 will be assessed, unless other arrangements are made in advance, with Management approval. If rent is not received by close of business on the 10th, another \$25.00 fee will be assessed, which means rent paid after the 10th will have a total late fee of \$50.00. If rent is not received by close of business on the 15th, another \$25.00 fee will be assessed, bringing the total late fee to \$75.00 for rent received after the 15th.

14. ☐ In the event a Tenant's check is dishonored and returned unpaid for any reason to Landlord, Tenant agrees to pay a service charge of \$50.00. All late charges will apply until rent is paid in full. If for any reason a check is returned or dishonored, all future rent payments must be made by money order or cashier's check.

15. ☐ Payment of rent must be by money order or cashier's check, and will not be accepted without the late fees. The only exception will be made for a Tenant that can demonstrate a hardship in obtaining a money order. Approval must be in writing from management in advance.

16. Any utilities, which are submetered, will be charged to Tenants at the current single family residential rate as computed by the appropriate utility company. Charges will be due the 1st of the month following the month in which the meter is read.

17. Rent can be increased without a 90-day notice if Management can substantiate a tax increase, utility increase, insurance increase, or any uncontrollable charge to the park.

Please note: Our business day ends at 5 p.m. If you attempt to pay rent after 5 p.m. on any given day and you cannot find a park representative to accept it, it will be deemed to not have been paid on that day. It is deemed paid either the day it is delivered to Management, or the day it is received if you mail it. Managers are not required to be available to accept rent after 5 p.m., and it is your responsibility to deliver your rent on time.

CONDUCT

18. ☐ Conduct of the Tenant, Tenant's occupants and invitees upon the Park premises which constitutes a substantial annoyance to other Tenants are grounds for termination of the Rental Agreement. The Park's Quiet Hours are from 10:00 p.m. to 8:00 a.m. each and every day of the week.

19. Firearms may not be worn in the park or openly displayed except by sworn law enforcement personnel except for the following. Tenants, Tenant's guests and visitors:

- A. May carry a firearm in a personal vehicle and may store a firearm in a locked vehicle while in the park, as long as any firearm is not visible from outside the vehicle
- B. May have a firearm within the mobile home
- C. May carry a firearm between vehicles and the mobile home in a box, holster or other device that does not display the firearm to others
- D. Except when transporting a firearm directly between a vehicle and the home may not carry a firearm in a public or common area
- E. No firearms are permitted on the manager's space at any time
- F. May not brandish or display a firearm in any common or public area of the property
- G. May not threaten other residents, occupants, visitors or staff with a firearm, whether the firearm is displayed or not
- H. May not discharge a firearm anywhere in the park for any reason at all
- I. Not leave a firearm in an unlocked vehicle at the property
- J. Not leave a firearm in a locked vehicle if the firearm is visible from outside the vehicle

Violation of any of the above firearms restrictions by any resident, visitor or guest shall constitute a material and irreparable breach and shall be cause for immediate termination of tenancy. Fireworks of all kinds including sparklers are prohibited in the park. Igniting any kind of fireworks in the Park, including lighting a sparkler by any resident, visitor or guest shall constitute a material and irreparable breach and shall be cause for immediate termination of tenancy.

20. Intoxication, immoral or illegal conduct by Tenant will result in termination of rental agreement, if one exists, or immediate eviction as prescribed by law, if no rental agreement exists.

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21. Tenants are responsible for the supervision of Tenant's children, children of Tenant's visitors and guests, and other children under the supervision of Tenant. Tenants or guests are not allowed to play in the street, or play, enter, or cut across any lots (occupied or vacant) for which they do not have permission. Children must be supervised when in the streets, recreational areas, or other common areas of the Park. Curfew laws in Tucson and unincorporated areas of Pima County apply as follows: People younger than 16 must be off the streets and common areas of the Park by 10 p.m. For 16 and 17 year olds this time is midnight. The curfew ends at 5 a.m. This does not apply to young people accompanied by parents or guardians or in the case of emergency. Parents will be held responsible for young people breaking this curfew and it will be considered a material breach of your tenancy.

22. Tenant, Tenant's occupants and invitees shall not commit, or allow to be committed, any nuisance or waste on the premises, nor shall Tenant use or allow the premises to be used for any unlawful purposes. Management has the right to prevent access to the Park and to remove anyone management deems objectionable with the exception of approved residents. Objectionable persons include but are not limited to persons previously denied residency at the Park for reasons of prior evictions (unrelated to non-payment of rent) or criminal history; persons not qualified for residency at the Park for reasons other than inability to pay rent; persons previously evicted from the Park for reasons other than non-payment of rent; persons engaged or previously engaged in criminal activity in the Park; known gang member or known gang associates; and persons who have materially violated Park rules or have been disruptive in the Park. Tenants permitting guests who are objectionable to be on the premises are subject to a notice of termination of tenancy for material non-compliance with Park rules.

USE OF MOBILE HOME SPACE AND/OR PARK FACILITIES

23. Sub-leasing or assignment is not permitted without prior written approval from Management. Sub-tenant must fill out a sub-tenant form provided by Management, and sign it. Tenant must also sign the form. Management will review the application and notify Tenant and/or Sub-Tenant whether the Sub-tenancy is accepted. Only after acceptance can the Sub-tenant occupy the premises. Tenant will remain the tenant of record until Tenant meets the requirements of Section 8 of these Rules and Regulations. Sub-tenant will only have a relationship with Tenant, and will have no legal relationship with the Landlord, even if the Sub-tenant is paying rent. All correspondence and legal notices will continue to be served in Tenant's name at Tenant's address unless Tenant notifies Management in writing. Tenant authorizes Management to serve any notices regarding Tenancy to Sub-tenant as if they are being served on Tenant.

24. All spaces are rented on a month to month basis unless other written arrangements are made. Month to month agreements automatically renew themselves each month unless proper legal notice (30 days) by Landlord or Tenant is given. Notice must be received by Management on or before the 1st of a given month in order to terminate the tenancy in that month without accruing liability for paying an additional month's rent. Per state law, if notice is given after the 1st of the month, rent will be due for the following month as well. No homes can be removed, under state law, without a written release from park management that all monies owed to the Landlord are paid.

25. All mobile homes and spaces shall be maintained in such a manner as to not be detrimental to other Tenants because of health, safety or esthetic reasons.

26. All improvements and alterations to the lot and home require prior written consent of Management. Any digging in the Park must have prior written approval of Management. All awnings, skirting, storage sheds, enclosures, etc., must comply with all applicable laws and zoning regulations. Building permits must be obtained where necessary.

27. Only those occupants listed on the Tenant Application are permitted to live on the premises, and occupancy must be in accord with applicable state and local laws governing occupancy. Tenancy at the presently stated rental rate is based upon only those Tenants listed on the Tenant Application. Tenant must notify Management in writing if adding additional occupants. There will be a \$75.00 per person per month charge retroactive to the date of occupancy for each unregistered person occupying the dwelling.

28. Tenant agrees not to use or allow the use of the premises or Park facilities in any manner that will increase the risk or rate of insurance or cause cancellation of any Park insurance policy.

29. Tenants are not permitted to alter, tamper with, or repair any park gas, electric, water, sewer, television or telephone facilities, service connections, or equipment.

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30. Tenant is liable for the cost of any damage, replacement or repair to park property as a result of work done to Tenant's mobile home.

31. Management reserves the right of prior approval of a purchaser of a mobile home that will remain in the Park and requires that the selling Tenant, or his or her agent, give notice of the sale to Management before the close of sale. Should buyers not be approved as Park Tenants, they will be required to move the mobile home, at their expense, out of the Park immediately upon close of sale. The existing Tenants on the lease will remain liable for all rent and utilities while the existing rental agreement is in effect.

32. If a home is sold and will be moved, the existing Tenant must notify the park in writing at least 30 days prior to the move. The existing Tenant is liable for the rent and utilities through the end of the term of the rental agreement, consistent with the requirements stated in Rule 24, including a written release from Management that all monies have been paid.

33. ☐ Tenants may display a "for sale" sign in the window of the mobile home facing the street. Only one sign is permitted and may not exceed 12 inches wide and 18 inches long.

34. Management shall have the right to regulate the use of all Park facilities in a manner that it deems to be in the best interest of the majority of Park Tenants, and to refuse use of these facilities to any Park Tenant, Tenant's occupants, or invitees for cause.

35. Utility pedestals, meters and all service connections must be accessible at all times. If a Park shut-off valve is located on Tenant's lot, it must be kept visible and accessible at all times.

36. ☐ Tenant is responsible for properly configuring and securing Tenant's sewer connection to the park's sewer system. In the event it is discovered that Tenant's sewer system is not properly configured, sealed and connected to the park's system, Tenant agrees to immediately take all steps necessary to: 1. abate the problem to stop any waste from contaminating park property; 2. repair Tenant's sewer connection so that no waste will contaminate park property; 3. repair the ground contaminated by a faulty, improperly sealed or configured sewer connection, which entails removing the top 6 inches of soil from any contaminated area, treating the area with a park approved disinfectant, and replacing the top 6 inches of soil with new, untainted soil. Tenant agrees that if Tenant fails to repair Tenant's waste system and stop any waste from contaminating park property within 24 hours of being notified by Park Management, or if Tenant fails to repair the contaminated ground within 72 hours of notification, that Tenant is in material breach of the Rental Agreement, and further, Tenant agrees to reimburse Management for any costs Management incurs to abate the problem if Tenant does not comply with the time frames contained in this sentence.

37. Only manufactured factory type accessories, equipment, structures, and appliances which are similar in design and compatible in color to the home are permitted. No "homemade" accessories, equipment, structures, and appliances may be installed without Management's prior written approval of plans and timetable for completion.

38. Each Tenant shall maintain Tenant's lot, home and all improvements (including the maintenance and trimming of all shrubbery, lawns, and landscaping) to reflect a clean, attractive, and well-kept appearance at all times.

A. Tenant shall maintain all accessories, equipment, structures and appliances attached to or placed thereon in good condition and repair. This obligation includes the replacement of any such items which are missing or damaged to the point that they cannot be repaired, and the repainting of the home and improvements when they are reasonably needed.

B. All concrete, asphalt and other surfaces on the lot shall be kept clean and maintained free of oil drippings, grease, and other debris. Tenant shall maintain such in good repair and condition.

C. ☐ Tenant is responsible to arrange for maintenance of Tenant's lot and home when away for any extended period of time. Should a space be in need of care, Tenant will receive a notice to this effect and be given ten (10) days to remedy the situation. If not complied with, the work may be done by management, in which case the Tenant will either be charged or the rental agreement may be terminated.

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D. All trash, paper, glass, cans, and wrapped sanitary napkins are to be deposited in the trash. To prevent clogged sewer lines, flushing of sanitary napkins, disposable diapers, tissues, paper towels, cigarette butts, cooking grease, or any other insoluble materials or foreign objects down toilets, sinks, or garbage disposals is not permitted. The costs of clearance of stoppages or repairs of sewer lines caused by Tenant's negligence or improper usage or intentional misuse are the responsibility of the Tenant.

E. Tenant is responsible for disposing from his mobile home space all rubbish, garbage, and other waste in a clean and safe manner. The garbage facilities provided by the park are for regular household trash only. They are not for (but not limited to) the disposal of furniture, appliances, carpeting, structural material, plant trimmings or anything from outside the park. All garbage must be in sealed plastic garbage bags and disposed of IN the dumpster. Garbage bags may not be stored outside the Tenant's mobile home at any time. Any Tenant found dumping in violation of these rules will bear the cost for any cleanup and it will be considered a material breach of the rental agreement.

F. All personal property of Tenant must be stored in an appropriate storage shed or inside the home. Except for standard patio furniture, barbecue equipment, and operable bicycles (all of which must be kept in an attractive and well-maintained condition), no personal property accumulation is permitted around the home, on driveways, patios, or on porches without Management's approval in writing. In this paragraph, personal property includes, but is not limited to indoor type furniture, appliances, ironing boards, brooms, mops, tools, toys, gardening equipment, debris, refuse, litter, firewood, or such items which are unsightly in appearance.

G. No material of a combustible, explosive, volatile, poisonous, gaseous, noxious, or corrosive nature shall be stored on the Tenant's lot.

H. Aluminum foil, cardboard, plywood or similar material is not permitted in the windows or doors of the home.

39. Management reserves the right to maintain any neglected area within Tenant's leased premises and Tenant will be charged an appropriate fee for any such service.

40. All homes will be set above ground level and will be compatible with park standards, as determined by Management. Skirting is required. Tenants have 60 days from the day the mobile home is moved into the park to completely skirt the mobile home. Beginning with the 1st of the month following that 60 day period, a \$50.00 charge will be added to each month's rent until the mobile home is completely skirted.

41. Plants or shrubs which are planted in the ground will not be removed without prior permission of Management.

42. Trees and shrubs on the Tenant's space are part of the space. Tenant is responsible for maintaining trees and shrubs on the space including trimming as necessary to ensure the health of the flora and to avoid safety hazards. Unauthorized removal or destruction of a tree on the space (not originally planted by the Tenant) is a material violation of the lease agreement.

43. Grass must be kept below a maximum height of 3 inches. If grass grows above 5 inches, Management will cut grass below 3 inches and Tenant will be charged \$15.00. There will be no notice given prior to action by Management. Tenant is responsible for grass in front of mobile out to street.

44. The only type of fencing allowed is 4 or 5 foot chain link fencing and it must have a top rail.

45. Tenant must erect an awning on the front side of the mobile home. It must be at least 8 feet wide and 10 feet long. Tenants have 90 days from the day the mobile home is moved into the park to erect the awning. Beginning with the 1st of the month following that 90 day period, a \$50.00 charge will be added to each month's rent until the awning is erected.

46. If Tenant reports a maintenance problem and Management takes action to correct the problem, and the problem turns out to be the Tenant's responsibility, Tenant agrees to pay for any charges incurred as a result of the maintenance call and any action taken. Tenant is responsible for any sewer problems above ground, including the connection to the park's sewer system. Tenant is responsible for any water leaks on Tenant's side of the water meter, gas meter (if applicable) or electric meter (if applicable). Landlord is responsible for maintenance of the meters. The meters (where applicable) are park property. Tenant is responsible for any damage to the meters as a result of any actions taken by Tenant, any negligence by Tenant, or any faulty equipment used by Tenant.

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GUESTS

47. It is the Tenant's responsibility to acquaint all Tenant's occupants, guests, visitors, vendors, agents and contractors to Tenant's lot with these Rules. Tenant shall be responsible and financially liable for the conduct and acts of all Tenant's occupants and invitees.

48. Guests and Visitors shall be the sole responsibility of the Tenant inviting the guest and each guest shall be subject to the same Rules and Regulations as Tenant. Any act committed by Tenant's occupants, guests, visitors, vendors, agents and contractors in violation of Park Rules or the law shall be treated the same, for purposes of violating these rules, as if Tenant had committed the act.

49. Guests and Visitors using the Park facilities must be accompanied by an adult Tenant.

50. Guests and Visitors are not permitted to bring pets into the Park.

51. Guests are limited to a maximum stay of thirty (30) days in any twelve (12) month period. Once a guest exceeds this limit, Tenant is liable for additional occupancy fee.

VEHICLES

52. Except for minor repairs of Tenant's own vehicles, repairing of automobiles, trailers, boats, or other similar equipment and vehicles is not permitted in the Park. No engine or transmissions overhauling or removal, no body repair work or any other automotive work extending beyond eight (8) hours during any seven (7) day period is permitted in the Park.

53. Vehicles must be operated in a safe, courteous and cautious manner at all times. Pedestrians and bicycles shall be granted the right of way. Absolutely no motorized vehicles may be operated within the Park by any unlicensed persons. All vehicles operated in the Park must be operable (an inoperable vehicle is any vehicle that has not been moved for 72 consecutive hours and cannot be moved by operating the vehicle in its existing state), properly licensed and registered. Proper licensing and registration for Tenants' vehicles must be demonstrated by the vehicle displaying Arizona license plates with current registration stickers affixed to the license plates. Tenant, Tenant's occupants and invitees must obey all posted traffic control and parking signs. No ATVs may be operated on Park property.

54. The speed limit in the Park is 5 m.p.h.

55. Management reserves the right to prohibit the use of any noisy vehicles within the park.

56. There is absolutely no parking allowed in the streets of the Park. The streets are considered firelanes and must be kept clear for emergency equipment.

57. Parking of motor homes, trucks, buses, trailers, travel trailers, boats, campers, and any non-operable or unlicensed vehicles, etc., is not permitted in the Park. However, a small truck or camper used regularly as transportation by a Tenant may be parked in Tenant's designated parking area.

58. Boats may not be kept in the park without prior written consent of Management, and then only where agreed to in writing.

59. Tenant acknowledges the signs posted at the entrance to the park regarding the removal of vehicles, and Tenant agrees that Landlord has the right to remove any vehicle violating Park Rules at owner's expense without further notice.

PETS – NO PETS IN CACTUS COVE – THESE RULES DO NOT APPLY TO CACTUS COVE

60. Only those pets specified in the rental agreement, or by written consent of Management, are allowed. No more than 2 pets per space are allowed. Landlord reserves the right to revoke this consent on three day's notice to Tenant, if in the opinion of Landlord the pet has been a nuisance to other Tenants or there has been a violation of the Rental Agreement or the Park Rules. In the event consent is revoked, Tenant agrees to forthwith remove the pet from the Park and failure to do so shall be a breach of the Rental Agreement. Any animals on the property not registered in the Tenant Application will be presumed to be strays and will be disposed of according to law, at the discretion of the Landlord.

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61. Adding additional animals without the consent of Management is not allowed, and will result in an increase of rent of \$50.00 added to the following month's rent. If the animal is not removed in 48 hours, it is grounds for termination of the Rental Agreement.
62. Pets must be properly confined at all times. After one written warning, the animal must be removed. Additional violations of this rule are grounds for termination of Tenant's Rental Agreement lease. The park Management will remove any animals loose in the park. No pit bulls or pit bull mixes are allowed.
63. Pets shall not be allowed to invade another Tenant's homesite, flowerbed, shrubs or yard.
64. Noise that disturbs other Tenants is cause for revoking permission to keep a pet.
65. Tenant is fully responsible for any damage to property of Landlord or to other Tenants which may result from the actions of a pet.
66. Each Tenant is responsible for cleaning up after Tenant's pet immediately. After a written notice, Management will remove the waste and the Tenant will be charged \$50. Failure to comply with this provision is considered a material breach of the rental agreement.
67. Each Tenant is responsible for complying with all applicable state, city and county requirements with respect to licensing, vaccinations, and leash laws. Tenants must provide management with a photocopy of proof that all pets have been properly vaccinated, and with a photocopy of proof that all pets are licensed.

MOBILE HOME MOVEMENT

68. Landlord has a right of first refusal for the sale of any mobile home in the Park. Prior to the sale of a mobile home in the Park, Tenant must present to Landlord a written bona fide offer for the sale of the mobile home. Landlord will have 3 business days to notify Tenant that Landlord will match the offer and purchase the mobile home. Should Landlord decide to purchase the mobile home, Tenant is obligated to sell the mobile home to Landlord unless Tenant decides not to sell.
69. Tenants or their successors in interest may remove their homes from the park as provided in ARS §33-1485.01. Tenant must provide the Park with a Notice of Removal of Mobile Home from Park not less than thirty (30) days prior to move out (this time is necessary for management to make arrangements to enable the move-out). A form is available from management.
- A. Tenant must designate a person or entity that will be responsible for move-out. If this responsible party is not licensed as a contractor by the Registrar of Contractors and Department of Fire, Building and Life Safety, a move-out deposit or surety bond of \$1,000 less any security deposit of Tenant's then held by the Park must be posted.
 - B. When the home is removed, all necessary structures such as sheds, awnings, carports, Arizona rooms and the like must also be removed unless the Park agrees in writing.
 - C. The space must be left clean, free of trash, building materials and construction debris. All concrete including patios, carports and driveways must be removed unless management agrees in writing that it may remain.
 - D. All holes and depressions must be filled in. The space must be graded and level, and approximately the same level as adjoining lots. If fill dirt is necessary, Tenant is responsible for supplying clean fill dirt.
 - E. Per ARS §33-1451(6)(B) tenant shall not remove a mobile home from a mobile home space unless the tenant has received from the landlord a clearance for removal showing that all monies due the landlord as of the date of removal have been paid or that the landlord and tenant have otherwise agreed to the removal. The landlord shall not interfere with the removal of a mobile home for any reason other than nonpayment of monies due as of the date of removal even if the term of the rental agreement has not expired.

JUDGMENT

70. In the event Landlord takes judgment against Tenant for non-payment of rent, Tenant is required to increase the security deposit to the maximum amount permitted by law prior to being reinstated. Tenant is required to pay a \$50.00 reinstatement fee if they remain in the park. In addition, Tenancy will not be reinstated until Tenant is fully current and paid up on all outstanding charges, including those incurred post-judgment.

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ABANDONMENT

71. Tenant's absence from the dwelling unit for seven days, if the rent for the unit is outstanding and unpaid for ten days and there is no reasonable evidence that the Tenant is occupying the unit other than the Tenant's personal property, will cause the unit to be considered abandoned and action will be taken in accordance with the Arizona Mobile Home Residential Landlord and Tenant Act and any Amendments thereto, terminate the Tenancy, possess the unit and dispose of the personal property.

ARIZONA REVISED STATUTES

72. The Current Arizona Revised Statutes (ARS), Title 33, Chapter 11 and other selected citations, known as the "Arizona Mobile Home Parks Residential Landlord and Tenant Act" is by this reference made a part of these Rules as though set forth in full at this place. Should a contradiction arise between these Rules and ARS, the latter shall apply.

WRITTEN APPROVAL AND WRITTEN NOTIFICATION

73. All references in these rules that refer to consent, approval, permissions, or authorization of the Park shall mean written approval prior to taking action.

74. Except for emergencies, all complaints by Tenant must be in writing.

ENFORCEMENT OF RULES

75. Management will make every effort to enforce the Rules and conditions of tenancy equally and promptly. However, Tenant agrees that the enforcement is a private matter between Management and the affected Tenant. The enforcement, or lack thereof, will not result in any claim by any Tenant against the Park, or constitute a waiver of the Park's right to enforce the Rules.

76. Tenant is responsible to pay the postage for any notices mailed to Tenant for non-payment of rent or non-compliance with park rules. In addition, Tenant will be charged \$30 for the preparation of a non-payment of rent notice and \$50 for the preparation of a non-compliance notice.

CREATION OF A HAZARDOUS SITUATION

77. If Tenant creates a hazardous situation with regard to Tenant's use of the space, Management, upon posting notice, may immediately shut down any utility service that would abate the hazardous situation, and may keep the utility service off until Tenant remedies the hazardous situation.

We hereby acknowledge reading all 8 pages of these Park Rules and Regulations, and agree to all of the terms and conditions contained therein.

Carlos Vergara
Tenant Name

X CARLOS VERGARA
Tenant Signature

50
Space Date

Jocelyn Vergara
Tenant Name

X [Signature]
Tenant Signature

50
Space Date

X CV

RESIDENTIAL EVICTION INFORMATION SHEET
(PUBLISHED AND DISTRIBUTION REQUIRED BY THE ARIZONA SUPREME COURT)

Notice. A landlord must provide a tenant with written notice saying why the eviction process has started. The tenant should have received this notice before this lawsuit was filed or with the summons.

Rent Cases. If this lawsuit has been filed for not paying rent, the tenant can stop it and continue living in the residence by paying all rent now due, late fees, attorney's fees and court costs. After a judgment has been granted, reinstatement of the lease is solely in the landlord's discretion. Inability to pay rent is not a legal defense and the judge cannot give more time to pay, even if the tenant is having financial problems.

Before Court. Eviction cases move through the court system very quickly. If the tenant disagrees with the landlord's allegations, the tenant is encouraged to file a written answer. The answer form, available from the justice court, allows the tenant to admit or deny the allegations and explain his or her position. If the tenant cannot afford to pay the answer fee, he or she may apply for a waiver or deferral of that fee. If a tenant believes that the landlord owes him or her money, the tenant may, under some circumstances, file a counterclaim. The summons states that a trial will occur on the date listed, but due to the high volume of cases, a trial may not occur then. If the tenant fails to appear, and the landlord or its attorney is present, a judgment will probably be entered against the tenant. Tenants can represent themselves or arrange for lawyers to represent them. The court will not provide a lawyer.

At Court. At the time and date listed on the summons, the judge will start calling cases. If both parties are present, the judge will ask the tenant whether the complaint is true. If the tenant says "no", he or she will need to briefly tell the judge why. If the reason appears to be a legal defense, the judge will need to hear testimony from both sides and make a decision after a trial. After talking to the landlord or its attorney, a tenant may wish to agree to what the landlord is requesting by signing a "stipulation". A stipulation is an agreement under which the parties resolve the dispute on the basis of what the agreement says. Only matters contained in the written agreement can be enforced. These agreements should be clear and understandable by both parties. Most stipulations include judgments against tenants.

Continuances. Either party may ask that the court date be delayed. The court will agree only if there is a very good reason. A delay will be no more than three business days. There is no assurance a delay will be granted and parties should come to court prepared for trial and bring necessary witnesses and documents.

After a Judgment. If a landlord receives a judgment, it may apply for a writ of restitution to remove the tenant(s) and all occupants. Constables, who will direct the residents to leave, serve writs of Restitution. A tenant may avoid the difficulties associated with a writ of restitution by vacating the property and returning the keys to the landlord. This ends the tenants' possession of the residence. A tenant will have five (5) days to vacate the premises unless the court has found a material and irreparable breach of the lease by the tenant, in which case the tenant has only twelve (12) to twenty-four (24) hours to vacate. A judgment will probably appear on a tenant's credit report for several years. Parties wishing to appeal from a judgment have five (5) days to do so after the judgment is entered and can obtain forms and information from the court filing counter. If a tenant wants to remain in the rental home during the appeal, the tenant must also pay an appropriate bond and continue to pay rent into court as it becomes due. If the tenant prevails the court will dismiss the case. Absent an appeal, the tenant will need to obtain the landlord's approval and enter a new lease to continue living in the residence.

Sources of Additional Information. You can get copies of the Arizona Residential Landlord Tenant Act from a library or from the Arizona Department of Housing or www.azhousing.gov. The Arizona Mobile Home Parks Residential Landlord and Tenant Act is available at the Department of Fire, Building and Life Safety web page: www.dfbls.az.gov and the Long Term Recreational Vehicle Rental Space Act can be found at www.aamho.org. In Pima County if you wish to consult an attorney, you may want to contact the Pima County Bar Association's Lawyer Referral Service at (520) 623-4625.

Tenant Checklist

Tenant acknowledges receipt of fully executed copies of the following items:

☒ CV Tenant Application
☒ CV Rental Agreement
☒ CV Crime Free Rental Agreement Addendum
☒ CV Park Rules and Regulation
☒ CV Park Statement of Policy
☒ CV Park Disclosure Statement under ARS 33-1432
☒ CV Park Emergency Contact List
☒ CV Applicable Rent History of the Park
☒ CV Utility Specifications of the Park
☒ CV Arizons Mobile Home Parks Residential Landlord & Tenant Act Summary
☒ CV Mobile Home Sales Contract

By signing below, Tenant acknowledges that the leased premises are in clean and satisfactory condition for move in, with any exceptions noted below.

Palo Verde Mobile Home Park, 3434 East Mossman Road, Space 50, Tucson AZ 85706

Carlos Vergara
Tenant Name

☒ CARLOS VERGARA
Tenant Signature

50
Space

9/30/2016
Date

Jocelyn Vergara
Tenant Name

☒ [Signature]
Tenant Signature

50
Space

9/30/2016
Date

Exceptions at Move In:

EXHIBIT 5

DECLARATION OF MARIA MELENDEZ

I, Maria Melendez, declare as follows:

1. I am a resident of Pima County, Arizona. I am a () year-old female.
2. I have personal knowledge of all the facts contained in this declaration and, if called to testify, I could and would testify to the same.
3. I have lived at 3434 East Mossman Road., Tucson, Arizona, 85050, in the Palo Verde Mobile Home Park, Unit No. 46, since 2017.
4. I own the mobile home and pay the lot space rent of \$449.00 per month. No utilities are included in my lot space rent.
5. I pay all utilities to Palo Verde Mobile Home Park in the same bill as the lot space rent. This includes electric, water, sewer, trash, and gas.
6. In June 2025, I paid \$17.27 for electricity. In July, 2025, I paid \$115.83. I have no idea why the electricity went up so much from June to July.
7. I live in my home with my adult son, Adrian Melendez (26 years-old) and my sister, Martina Rodriguez (60 years-old).
8. At the time I moved in, I was never told about the age or limitations of the property's electrical system. I was also never notified that the electrical system was dangerous, unreliable, and would experience frequent outages. Nor was I notified that the owner and property manager of Palo Verde Mobile Home Park would not maintain or upgrade the electrical system as needed.
9. I was also never notified about the limitations of the property's electrical system. I was not told that the amps provided were not capable of simultaneously powering standard household appliances, or that I would not be able to power multiple air conditioning units, which are necessary to cool my mobile home in the summer.
10. If I had been told about the electrical system's limitations, then I would not have agreed to move into Palo Verde Mobile Home Park.
11. My family has been experiencing multiple power outages for the past several months. Every other day for the past month, the power for half of my mobile home goes out for hours or sometimes all day. The outages are random and it happens at all times of the day.



12. When the outages began happening every day last month, my son spoke to Jesus, the on-site manager every day by phone or in person. Jesus told my son many different excuses about the lack of power, mainly that it has something to do with electricity underground. No one from management has ever contacted us about the electrical outages.
13. My sister is disabled, and relies on prescription medication and insulin that requires refrigeration. When the power goes out, she is in danger because she is sensitive to the heat and we worry about her medicine.
14. The lack of electricity makes the conditions in my home unsafe for my family, and pose serious health and safety risks during the extreme heat of Arizona's summer.
15. When the electricity goes out, my mobile home heats up rapidly. Once my mobile home heats up, it takes a while to cool back down. My home gets very hot, and it is uncomfortable and hard to sleep.
16. On July 5, 2025, both my sister and I became ill due to high temperatures in our home. My sister was sweating heavily and vomiting. We had to leave and spend the night in a hotel. We paid \$66.11 for the hotel.
17. I have thrown spoiled food away that was ruined during the power outages, and have to be very careful to buy food items that will not spoil when the electricity goes out since I cannot rely on my refrigerator staying cold. As a result, I often cannot buy meat or dairy products.
18. When the power is out in the front part of the trailer, in addition to losing food to spoilage in the refrigerator, I cannot use the stove or microwave to cook meals.
19. I have three window air conditioning units. One is in the bedroom, one in the living room, and the third is in the laundry room. All are plugged into the inside outlets as designed. Only two units can run at the same time.
20. I have had to replace two of the window air conditions units this summer, I believe due to the power outages. The two units cost \$300.00 total.
21. Over a year ago, the gas service to my mobile home stopped working. My son notified management, and was told the underground pipes needed to be repaired. Nothing was every done, and my gas stove is still inoperable.



22. Palo Verde's owner/ property management never told me anything about the number of amps provided by my pedestal, or where it may be plugged in (it was plugged in at the time I moved into it).
23. I have never seen anyone upgrade my electrical pedestal or any underground wiring, electrical, or gas connections in the eight years that I have lived at Palo Verde.
24. Palo Verde Mobile Home Park has never discounted our rent due to electrical or gas outages, no matter how long the outage lasts. They have also never offered to compensate us for the loss of power, loss of food or medicine, replacement of air conditioning units, or offered to put us up in a hotel.

I declare under penalty of perjury that the foregoing is true and correct.

Signed this 22 day of August, 2025.


Maria Melendez

Exhibit 1



Registration

Days Inn by Wyndham Tucson
Airport - 09935

4855 South Palo Verde

Tucson, Arizona, 85714, United States

Phone: 1-520-747-8988

Fax: 1-520-747-8428

Email: daysinnpv@gmail.com

Name: Melendez, Maria

Phone #: 5205545925

Guest Address: 3434 e mossman rd
Tucson, AZ 85706 US

Room: N/A

Rate Plan: RROD

Arrival: Jul 13, 2025 (Sun)

Email: N/A

Company N/A
Address:

Room Type: NQQ1

Daily Rate: USD 59.00

Departure: Jul 14, 2025 (Mon)

Confirmation Number:
83071EE035687

Loyalty:

Guests: 1/0

Nights: 1

GTD: VI 2669

Check-in time: 03:00 PM

Check-out time: 11:00 AM

Room Rate

Jul 13, 2025 (Sun)

59.00

59.00 per night

Add-Ons

0.00

Taxes and Fees

7.11

Other Charges

0.00

Estimated Charges

USD 66.11

License Plate #:

Make:

Model:

Guest Signature: Maria D Melendez

By signing above, I agree to these terms and conditions

This hotel is 100% smoke free and no pets allowed. If I, or anyone accompanying me, SMOKES IN ANY GUEST ROOM OR HAS A PET, I agree to pay a cleaning charge of \$100 (security deposit) per occurrence. Parking a vehicle on the hotel premises is done at my own risk. I acknowledge that I am a transient occupant; my hotel room is not my residence. WHEN USING A BANK/DEBIT CARD AT CHECK-IN, AN IMMEDIATE HOLD WILL BE PLACED ON YOUR FUNDS FOR ROOM CHARGES, TAX AND INCIDENTAL EXPENSES THROUGH THE DATE OF YOUR CHECK-OUT. DEPENDING UPON THE PRACTICE OF YOUR BANK, YOUR FUNDS MAY NOT BE RELEASED FOR UP TO 10 BUSINESS DAYS AFTER YOUR CHECK-OUT DATE. THIS HOTEL IS NOT RESPONSIBLE FOR OVERDRAFT OR SIMILAR CHARGES

Initials: DD

(1) Regardless of charge instructions, the undersigned acknowledges the above as personal indebtedness. (2) This property is privately owned and management reserves the right to refuse services to any one, and will not be responsible for injury or accidents to guests or loss of money, jewelry or any personal valuables of any kind. "We or our affiliates may contact you about goods and services unless you call 888-946-4283 or write to Opt Out/Privacy, Wyndham Hotel Group, LLC, 22 Sylvan Way, Parsippany, NJ 07054 to opt out. View our website about privacy."

Initials: DD

Exhibit 2



UTILITY BILLING PERIOD:

06/16/2025 - 07/15/2025

DAYS:

29

ACCT. IDENTIFICATION:

573 46 3

DUE DATE:

August 01 2025

COMMUNITY HOMESITE:

1284

Submetered Bill Prepared by:
SPECTRUM UTILITIES
14201 N. HAYDEN RD STE B1
SCOTTSDALE, AZ 85260

(602) 932-5100

UTILITY DETAIL

Utility	Previous	Current	Mult	Conversion	Usage	Measure	Amount
SEWER	154060	160050	1.0	0.133680	801	cu ft	25.59
SEWER AVG. TOTAL							25.59
No Tax							0.00
This is an average charge based on winter water usage during the months of Dec -Feb. (1 gallon = .1336 cu.ft.)							
WATER	154060	160050	1.0	0.133680	801	cu ft	54.43
Min Charge							18.81
700 @ .02310							16.17
101 @ .04240							4.28
CAP FEE							10.01
CONSV FEE							0.80
Sales Tax							4.36
GSI=Green Stormwater Infrastructure							
ELECTRIC	13514	14097	1.0	1.0	583	kWh	115.83
Cust Charge							15.00
500 @ .13043							65.22
83 @ .15010							12.46
Surcharge							-2.73
REST							10.37
Tax Adj							0.35
AZISA							0.00
Elec Tax							15.16

TEP Winter Rates Oct - Apr and Summer Rates May - Sep, May and Nov bills will reflect the two different rates. Surcharge = PPFAC, DSMS, ECA, TCA Ref.
www.tep.com/rates/

PLEASE
PAY →

662.90

MESSAGE:

Rent needs to be in by 8 pm on the 6th. Remember, you can save \$33.94 by filling out your own late notice.

COMMUNITY: PALO VERDE MOBILE ESTATES
3434 E MOSSMAN RD
TUCSON, AZ 85706

SERVICE ADDRESS: MARIA MELENDEZ
3434 E MOSSMAN RD - UNIT 46
TUCSON, AZ 85706-4654



UTILITY BILLING PERIOD:

05/16/2025 - 06/16/2025

DAYS:

31

ACCT. IDENTIFICATION:

573 46 3

DUE DATE:

July 01 2025

COMMUNITY HOMESITE:

1284

Submetered Bill Prepared by:
SPECTRUM UTILITIES
14201 N. HAYDEN RD STE B1
SCOTTSDALE, AZ 85260

(602) 932-5100

UTILITY DETAIL

SUMMARY OF CHARGES

Utility	Previous	Current	Mult	Conversion	Usage	Measure	Amount
SEWER	149010	154060	1.0	0.133680	675	cu ft	25.59
SEWER AVG. TOTAL							25.59
No Tax							0.00

This is an average charge based on winter water usage during the months of Dec -Feb. (1 gallon = .1336 cu.ft.)

WATER	149010	154060	1.0	0.133680	675	cu ft	47.31
Min Charge							18.81
675 @ .02310							15.59
CAP FEE							8.44
CONSV FEE							0.68
Sales Tax							3.79

GSI=Green Stormwater Infrastructure

ELECTRIC	13514	13514	1.0	1.0	0	kWh	17.27
Cust Charge							15.00
Elec Tax							2.27

TEP Winter Rates Oct - Apr and Summer Rates May - Sep, May and Nov bills will reflect the two different rates. Surcharge = PPFAC, DSMS, ECA, TCA Ref.
www.tep.com/rates/

PLEASE
PAY →

557.22

COMMUNITY: PALO VERDE MOBILE ESTATES
3434 E MOSSMAN RD
TUCSON, AZ 85706

SERVICE ADDRESS: MARIA MELENDEZ
3434 E MOSSMAN RD - UNIT 46

MESSAGE:

Rent needs to be in by 8 pm on the 6th. Remember, you can save \$33.94 by filling out your own late notice.

EXHIBIT 6

DECLARACIÓN DE NATIVIDAD VERGARA

Yo, Natividad Vergara, declaro lo siguiente:

1. Soy residente del condado de Pima, Arizona. Soy un hombre de 55 años.
2. Tengo conocimiento personal de todos los hechos contenidos en esta declaración y, si fuera llamado a testificar, podría y querría testificar sobre los mismos.
3. He vivido en 3434 East Mossman Road., Tucson, Arizona, 85706, en Palo Verde Mobile Home Park, Unidad No. 49, desde 2016.
4. Soy propietario de mi casa móvil y pago una renta mensual de \$449.00 por el terreno. No incluye servicios públicos.
5. Pago todos los servicios públicos del Parque de Casas Móviles Palo Verde en la misma factura que el alquiler del terreno. Esto incluye electricidad, agua, alcantarillado, basura y gas.
6. Vivo en casa con mi esposa, Blanca Carbajal (57 años). Mi esposa cuida a nuestros nietos todos los días en nuestra casa móvil.
7. Nunca me informaron sobre la antigüedad ni las limitaciones del sistema eléctrico de la propiedad antes ni al mudarme. Nunca me notificaron que el sistema eléctrico era peligroso, poco fiable y que sufría cortes frecuentes. Tampoco me notificaron que el propietario y administrador de la propiedad de Palo Verde Mobile Home Park no mantendría ni actualizaría el sistema eléctrico según fuera necesario.
8. No me dijeron que los amplificadores proporcionados no eran capaces de alimentar simultáneamente electrodomésticos estándar, o que no sería capaz de alimentar varias unidades de aire acondicionado, que son necesarias para enfriar mi casa móvil en el verano.
9. Si me hubieran informado sobre las limitaciones del sistema eléctrico, entonces no habría aceptado mudarme a Palo Verde Mobile Home Park.
10. Mi familia ha estado experimentando cortes de energía desde que nos mudamos en 2016. Los cortes eléctricos se han vuelto progresivamente más frecuentes y por períodos más prolongados desde 2023.

11. Durante el último mes, la mitad de la casa móvil se quedó sin electricidad durante horas o, a veces, todo el día. Los cortes son aleatorios y ocurren a cualquier hora del día.

12. He experimentado cortes en los últimos dos meses en los siguientes momentos:

- 4, 5 y 6 de julio de 2025 a la 1:00 p. m. (interrupción de aproximadamente 72 horas)
- 2 de agosto de 2025 a las 14:23 (interrupción de aproximadamente 1 a 2 horas)
- 3 de agosto de 2025 a las 14:23 (interrupción de aproximadamente 1 a 2 horas)
- 4 de agosto de 2025 a las 14:23 (interrupción de aproximadamente 1 a 2 horas)
- 5 de agosto de 2025 a las 14:23 (interrupción de aproximadamente 1 a 2 horas)
- 8 de agosto de 2025 a las 14:23 (interrupción de aproximadamente 1 a 2 horas)
- 9 de agosto de 2025 a las 14:23 (interrupción de aproximadamente 1 a 2 horas)
- 10 de agosto de 2025 a las 14:23 (interrupción de aproximadamente 1 a 2 horas)
- 11 de agosto de 2025 a las 14:23 (interrupción de aproximadamente 24 horas)
- 12 de agosto de 2025 a las 14:23 (interrupción de aproximadamente 1 a 2 horas)

13. Cuando los cortes de luz empezaron a ocurrir a diario, le avisaba a Jesús Espinosa, el gerente de mantenimiento del sitio. No he recibido ninguna notificación ni comunicación de la gerencia sobre los cortes de luz.

14. Cuando se va la luz, mi casa móvil se calienta rápidamente y se hace extremadamente difícil permanecer dentro. He notado que la temperatura interior sube a 32 °C muy rápidamente en los meses de verano. Una vez que mi casa móvil se calienta, tarda un poco en enfriarse.

15. La falta de electricidad hace que las condiciones en mi casa sean inseguras para mi familia y representa graves riesgos para la salud y la seguridad durante el calor extremo del verano arizonense. Cuando se fue la luz durante

tres días el 4 de julio, ^{no} pudimos permitirnos ir a un hotel y tuvimos que soportar el calor intenso en la casa móvil.

16. Durante el apagón del 4 de julio, mi refrigerador, microondas y lavadora dejaron de funcionar. Tuve que comprar electrodomésticos de segunda mano porque no podíamos permitirnos comprar nuevos. Gastamos más de \$500.00.

17. Tengo una unidad de aire acondicionado de ventana en el dormitorio y otra en el área de la sala de estar/cocina.

18. El propietario/administrador de la propiedad de Palo Verde nunca me dijo nada sobre la cantidad de amperios que proporciona mi pedestal ni dónde podría enchufarse.

19. Nunca he visto a nadie actualizar mi pedestal eléctrico ni ningún cableado subterráneo, conexión eléctrica o de gas en todo el tiempo que he vivido en Palo Verde.

20. Palo Verde nunca nos ha descontado el alquiler por cortes de luz, sin importar la duración del mismo. Tampoco nos han ofrecido compensación por la pérdida de electricidad ni alojamiento en un hotel.

Declaro bajo pena de perjurio que lo anterior es verdadero y correcto.

Firmado este 25 día de agosto de 2025.

Signed by:
Natividad Vergara
7AB811AA0C3C462
Nat _____

Exhibit 1

DECLARATION OF NATIVIDAD VERGADA

I, Natividad Vergada, declare as follows:

1. I am a resident of Pima County, Arizona. I am a 55-year-old male.
2. I have personal knowledge of all the facts contained in this declaration and, if called to testify, I could and would testify to the same.
3. I have lived at 3434 East Mossman Road., Tucson, Arizona, 85050, in the Palo Verde Mobile Home Park, Unit No. 49, since 2016.
4. I own my mobile home and pay the lot space rent of \$449.00 per month. No utilities are included in my lot space rent.
5. I pay all utilities to Palo Verde Mobile Home Park in the same bill as the lot space rent. This includes electric, water, sewer, trash, and gas.
6. I live in my home with my wife, Blanca Carbajal (57-years-old). My wife watches our grandchildren every day in our mobile home.
7. I was never told about the age or limitations of the property's electrical system prior to or at the time of moving in to the lot. I was never notified that the electrical system was dangerous, unreliable, and would experience frequent outages. Nor was I notified that the owner and property manager of Palo Verde Mobile Home Park would not maintain or upgrade the electrical system as needed.
8. I was not told that the amps provided were not capable of simultaneously powering standard household appliances, or that I wouldn't be able to power multiple air conditioning units, which are necessary to cool my mobile home in the summer.
9. If I had been told about the electrical system's limitations, then I would not have agreed to move into Palo Verde Mobile Home Park.
10. My family has been experiencing power outages since we moved in in 2016. The electrical outages have become progressively more frequent and for longer periods since 2023.
11. For the past month, the power for half of the mobile home will go out for hours or sometimes all day. The outages are random and happen at all times of the day.
12. I have experienced outages in the last two months at the following times:

- July 4, 5, 6th, 2025 at 1:00 pm (approximately 72-hour outage)
- August 2, 2025 at 2:23 pm (approximately 1- to 2-hour outage)
- August 3, 2025 at 2:23 pm (approximately 1- to 2-hour outage)
- August 4, 2025 at 2:23 pm (approximately 1- to 2-hour outage)
- August 5, 2025 at 2:23 pm (approximately 1- to 2-hour outage)
- August 8, 2025 at 2:23 pm (approximately 1- to 2-hour outage)
- August 9, 2025 at 2:23 pm (approximately 1 to 2 hour outage)
- August 10, 2025 at 2:23 pm (approximately 1- to 2-hour outage)
- August 11, 2025 at 2:23 pm (approximately 24-hour outage)
- August 12, 2025 at 2:23 pm (approximately 1- to 2-hour outage)

13. When the outages began happening every day, I would notify Jesus Espinosa, the on-site maintenance manager. I have not received any notices or communications from management about the power outage issues.
14. When the electricity goes out, my mobile home heats up rapidly and becomes extremely difficult to remain in. I have noticed my indoor temperature rises to the 90s very quickly in the summer months. Once my mobile home heats up, it takes a while to cool back down.
15. The lack of electricity makes the conditions in my home unsafe for my family, and pose serious health and safety risks during the extreme heat of Arizona's summer. When the power went out for three days on July 4th we could not afford to go to a hotel and had to suffer through the high heat in the mobile home.
16. During the July 4th power outage, my refrigerator, microwave, and washing machine stopped working. I had to buy second-hand appliances because we could not afford brand new ones. We spent over \$500.00.
17. I have one window air conditioning unit in the bedroom and one in the living room/kitchen area.
18. Palo Verde's owner/ property management never told me anything about the number of amps provided by my pedestal, or where it may be plugged in.
19. I have never seen anyone upgrade my electrical pedestal or any underground wiring, electrical or gas connection in the entire time that I have lived at Palo Verde.

20. Palo Verde Mobile Home Park has never discounted our rent due to electrical outages, no matter how long the outage lasts. They have also never offered to compensate us for the loss of power or offered to put us up in a hotel.

I declare under penalty of perjury that the foregoing is true and correct.

Signed this _____ day of August, 2025.

Natividad Vergada

Exhibit 2

Mobile Home Space Rental Agreement

THIS AGREEMENT, made on 2/23/06, by and between Palo Verde MHP LLC, herein called "Landlord," and Natividad Arzlanca Vergara, herein called "Tenant." Landlord hereby agrees to rent to Tenant the real property located in the City of Tucson, County of Pima, State of Arizona, described as follows (check one):

- ☐ Bentley Parke, 5400 South Bonney Avenue, Space # _____
☒ Palo Verde Mobile Estates, 3434 East Mossman Road, Space # 49
☐ Pleasant Manor Mobile Home Park, 502 West Laguna Street, Space # _____
☐ Peach Valley Mobile Home Park, 4106 North Reno Road, Space # _____
☐ Via Verde West Mobile Home Park, 3233 East Drexel Road, Space # _____
☐ Arizona Prairie Mobile Home Park, 10000 S Nogales Highway, Space # _____

Tucson, Arizona, 8570 6,

commencing on the 1 day of March 2006 and ending on the _____ day of _____, OR ☒ on a month to month basis.

1. Rent

Tenant agrees to pay Landlord as base rent the sum of \$ 255.00 per month, due and payable monthly in advance without notice or demand on the first day of each month during the term of this agreement. Landlord will not accept partial payments without Landlord's agreement and a completed and signed Partial Payment Waiver Form.

2. Security Deposit

Landlord acknowledges receipt of a refundable security deposit in the amount of \$ 255.00. This deposit shall be retained to ensure Tenant's compliance with the terms and conditions of this Rental Agreement and ARS Section 33-1431. The deposit shall be held, applied, and if appropriate, refunded pursuant to law. If Landlord applies any portion of the deposit, within 10 days after written demand therefore, Tenant shall deposit with Landlord an amount sufficient to restore the deposit to the original amount, and Tenant's failure to do so shall be a default under the Rental Agreement.

The deposit may be used for, but not limited to, the repair of damages and cleaning for which Tenant is responsible. The security deposit may not be applied by Tenant to payment of rent.

3. Term of Lease

Unless an ending date is specified in this Rental Agreement, the tenancy described herein is on a month to month basis. Month to month agreements automatically renew themselves unless proper legal notice (30 days) by landlord or tenant is given.

If an ending date is specified in this Rental Agreement, unless proper notification is given, the tenancy will become month to month at the expiration of this agreement.

4. Payment of Rent

The initial payment of rent and security deposit under the terms of this Rental Agreement must be made in cash, money order or bank cashier's check. Thereafter, monthly rent payments may be paid by money order or cashier's check. Any rents lost in the mail will be treated as if unpaid until received by Landlord.

5. Late Rent Collection Charge

In the event rent is not received prior to 5:00 p.m. on the 6th of the month, regardless of cause, including dishonored checks, Tenant agrees to pay a late charge to Landlord of \$25.00. If rent is not received prior to 5:00 p.m. on the 10th of the month, Tenant agrees to pay a late charge of \$50.00. If rent is not received prior to 5:00 p.m. on the 15th of the month, Tenant agrees to pay a late charge of \$75.00. No excuses will be accepted for late payment.

6. Bad Check Servicing Charge

In the event Tenant's check is dishonored and returned unpaid for any reason to Landlord, Tenant agrees to pay a service charge of \$25.00. If for any reason a check is returned or dishonored, all future rent payments must be made by cash or money order.

7. Non-Assignment of Rental Agreement

Resident agrees not to assign this agreement, nor to sub-let any part of the property without prior written consent of Landlord.

8. Legal Obligations

Tenant hereby acknowledges that Tenant has a legal obligation to pay rent on time each and every month regardless of any other debts or responsibilities Tenant may have. Tenant agrees that Tenant will be fully liable for any back rent owed. Tenant also acknowledges that defaulting on this Rental Agreement could result in a judgement being taken against Tenant.

If court action is sought by either party to enforce the provisions of the Rental Agreement, attorney's fees and costs may be awarded to the prevailing party in the court action.

9. Notice of Intent to Vacate

Tenant agrees to give Landlord written notice of Tenant's intention to vacate the premises at least 30 days prior to the expiration of this agreement. Notice must be received by Landlord/Agent prior to date rent is due with 30 days notice to commence on the next rent due date after notice is received.

10. Tenant Insurance

No rights of storage are given by this agreement. Landlord will not be liable for any loss of Tenant's property. Tenant hereby acknowledges this and agrees to make no such claims of any losses or damages against Landlord, his agents, or employees. Tenant agrees to purchase insurance, at Tenant's own expense, sufficient to protect Tenant and Tenant's property from fire, theft, burglary, breakage, and electrical connections. Tenant acknowledges that if Tenant fails to procure such insurance it is Tenant's responsibility and Tenant alone shall bear the consequences.

11. Abandonment

Tenant's absence from the dwelling unit for at least seven days, if the rent for the unit is outstanding and unpaid for ten days and there is no reasonable evidence that the Tenant is occupying the unit other than the Tenant's personal property, will cause the unit to be considered abandoned and action will be taken in accordance with the Arizona Mobile Home Residential Landlord and Tenant Act.

12. Condition of Premises

Tenant hereby acknowledges that said rental property is in good condition. If there is anything about the condition of the property that is unacceptable to Tenant, Tenant agrees that failure to file a written notice of defects within three days of beginning date of Agreement will be legally binding proof that the property is in good condition at the time of occupancy.

13. Improvements

Tenant shall make no alterations, decorations, additions or improvements to Landlord's property without Landlord's prior written consent, and then only by contractors or mechanics approved by Landlord. All alterations, additions or improvements upon Landlord's property, made by either party, shall become the property of Landlord and shall remain upon, and be surrendered with said premises, as a part thereof, at the end of the term hereof.

14. Vehicle Policy

Tenant agrees never to park or store a motor home, camper, trailer, boat or any sort of recreational vehicle on the premises without written consent of Landlord. Tenant further agrees to park only those vehicles listed in the Tenant Application in the park, and only on areas provided. Tenant may not maintain more than two cars on the premises, unless Landlord provides written consent. Inoperative vehicles or unlicensed automobiles are not permitted on property. Removal will be at the expense of the Tenant. Tenant agrees that any vehicles parked on unauthorized areas may be towed and stored at Tenant's expense.

15. Tenant Application

Attached hereto and by this reference made a part of this Agreement as though set forth in full at this place is the Park's Tenant Application. Tenant agrees to completely and truthfully complete the Tenant Application, and notify Landlord within one week of any material changes in the information provided. Failure to comply with this provision represents a material breach of this Agreement.

16. Park Rules

Attached hereto and by this reference made a part of this Agreement as though set forth in full at this place, is a copy of the current Rules and Regulations of the Park. Tenant agrees to comply with all of the Rules and Regulations now in existence and such additional Rules and Regulations as may be promulgated by the Park from time to time in accordance with State Law. Tenant, by signing this Agreement, acknowledges having received a copy of the Park's Rules and Regulations prior to entering into this agreement. Changes may be, but are not limited to, monetary penalties for failure to comply with the Park Rules.

17. Skirting

Tenant agrees to completely skirt Tenant's mobile home within 60 days of moving the mobile home into the park. If a mobile home is not completely skirted after 60 days, beginning with the 1st of the following month an additional \$50.00 will be added to each month's rent until the mobile home is completely skirted. Skirting must be properly attached and uniform in style, orientation and color. Wood must be painted or stained.

18. Access to Premises

Landlord may enter premises if a crisis situation is deemed to exist.

19. Validity of Lease Provisions

Any provision set forth in this Rental Agreement which is contrary to the Arizona Mobile Home Residential Landlord and Tenant Act shall be treated by Landlord and Tenant as void and as if it were not set forth herein, but all other provisions of the Rental Agreement shall remain in full force and effect.

20. Waiver

All rights given to Landlord by this agreement shall be cumulative in addition to any laws which exist or might come into being. Any exercise of rights by Landlord or failure to exercise rights shall not act as a waiver of those or any other rights. No statement or promise by Landlord, its agents or employees, as to tenancy, repairs, amount of rent to be paid or other terms and conditions shall be binding unless it is put in writing and made a specific part of this agreements.

21. Legal Binding

Tenant hereby states that Tenant has the legal right to sign for any and all other residents of Tenant's premises and to commit them to abide by this contract.

22. Receipt of Required Documents

Tenant acknowledges receipt of the Arizona Mobile Home Residential Landlord and Tenant Act, the Park Statement of Policy, Park emergency phone numbers, Disclosure Statement under ARS §33-1432, applicable Park rent history, utility specifications, and Park Rules and Regulations.

23. Terms

In this agreement, the singular number where used will include the plural, the masculine gender will include the feminine, the term Owner will include Landlord, Lessor; and the term resident or occupant will include Tenant, Lessee.

24. Full Disclosure

The Tenant(s) signing this Rental Agreement hereby state that all their questions about this Rental Agreement have been answered, that they fully understand all the provisions of the agreement and obligations and responsibilities of each party, as spelled out herein. They further state that they agree to fulfill their obligations in every respect or suffer the full legal consequences of their actions or lack of action in violation of this Agreement. Signature by the Tenant(s) of this Rental Agreement is acknowledgement that he/she has received a signed copy of the Rental Agreement.

Landlord

Tenant

Date

Tenant

Date

Statement of Policy

1. There are no restrictions on the ages of the tenants residing at this mobile home park.
2. The owners reserve the right to change the use of this Park at any time subject to the notification requirements of current Arizona state law.
3. The method of determining rental increases in this Park is solely by the judgment of the owner.
4. Tenants of this Park have no right of first refusal to purchase the Park.
5. We allow new or used mobile homes which are compatible with the other mobile homes in the Park, with this evaluation made by Park Management. The allowable size of each mobile home is in accordance with the size of the space. All homes must be set above ground.
6. The following improvements are required by the park: an awning on the front side of the trailer not smaller than 8 feet wide by 20 feet long, factory produced skirting all of the same type and orientation, and stairs that are in compliance with current safety codes. Any landscaping or plants planted in the ground will be considered a permanent improvement and cannot be removed at the end of the rental agreement.
7. Insuring the mobile home is the tenant's responsibility, including fire department response insurance in unincorporated areas.

This Statement of Policy is effective until the end of each quarter, and will renew automatically for successive quarters unless Management notifies tenants of any changes in any of these policies.

<u>Natividad Vergara</u> Tenant (Print Name)	<u>X Natividad Vergara</u> Tenant (Signature)	<u>02/23/06</u> Date	<u>49</u> Space #
<u>Blanca Vergara</u> Tenant (Print Name)	<u>X Blanca E. Vergara</u> Tenant (Signature)	<u>02/23/06</u> Date	<u>49</u> Space #

Management Acceptance

Accepted By:

Date:

CRIME FREE RENTAL AGREEMENT ADDENDUM

Owner and Resident agree as follows:

1. Resident, any members of the Resident's household or a guest or other person under the Resident's control shall not engage in criminal activity, including drug-related criminal activity, on or about the said mobile home space/community. "Drug-related criminal activity" means the illegal manufacture, sale, distribution, use, or possession with intent to manufacture, sell, distribute, or use of a controlled substance (as defined in Section 102 of the Controlled Substance Act [21 U.S.C. 802]).
2. Resident, any member of the Resident's household or a guest or other person under the Resident's control shall not engage in any act intended to facilitate criminal activity, including drug-related criminal activity, on or about the mobile home space community.
3. Resident or members of the household will not permit the mobile home space/community to be used for, or to facilitate criminal activity, including drug-related criminal activity, regardless of whether the individual engaging in such activity is a member of the household, or a guest.
4. Resident, any member of the Resident's household or a guest or other person under the Resident's control shall not engage in the unlawful manufacturing, selling, using, storing, keeping, or giving of a controlled substance as defined in A.R.S. 13-1202, whether on or about the mobile home space/community.
5. Resident, any member of the Resident's household or a guest or other person under the Resident's control shall not engage in any illegal activity, including prostitution as set forth in A.R.S. 13-3211, criminal street gang activity as set forth in A.R.S. 13-105 and 13-2308, threatening or intimidating as set forth in A.R.S. 13-1202, assault as set forth in A.R.S. 13-1203, or the unlawful discharge of firearms, on or about the mobile home space/community, or any breach of the rental agreement that otherwise jeopardizes the health, safety and welfare of the Landlord, his agent or other Resident or involving imminent serious property damage.
6. VIOLATION OF THE ABOVE PROVISIONS SHALL BE A MATERIAL AND IRREPARABLE VIOLATION OF THE RENTAL AGREEMENT AND GOOD CAUSE FOR TERMINATION OF TENANCY. A single violation of any provisions of this addendum shall be deemed a serious violation and a material and irreparable non-compliance. It is understood that a single violation shall be good cause for immediate termination of the rental agreement as set forth under A.R.S. 33-1476. Unless otherwise provided by law, proof of violation shall not require criminal conviction, but shall be by a preponderance of the evidence.
7. In case of conflict between the provisions of this addendum and any other provisions of the rental agreement, the provisions of this addendum shall govern.
8. This Rental Agreement Addendum is incorporated into the Rental Agreement executed between Landlord and Resident.

Natividad Vergara
Tenant (Print Name)

X Natividad Vergara
Tenant (Signature)

02/13/06
Date

49
Space #

Blanca Vergara
Tenant (Print Name)

X Blanca E. Vergara
Tenant (Signature)

02/13/06
Date

49
Space #

Management Acceptance

Accepted By: [Signature]

Date: _____

Park Rules and Regulations

Effective Date: November 1, 2004

The following Rules and Regulations are a part of your Rental Agreement, and are set forth to promote the convenience, safety, and welfare of the Tenant and Tenant's occupants and guests, to preserve the park facilities, to preserve and upgrade the quality of the park, and to assure a pleasant living environment.

GENERAL

1. Please see the attached "Contact List" for important park phone numbers.
2. Unless an emergency exists, all communications with Management must take place between 9 a.m. and 5 p.m.
3. Tenant will meet all Tenant's obligations as spelled out in Section 33-1451, Arizona Statutes, including but not limited to, that Tenant shall:
 1. Maintain dwelling unit;
 2. Comply with all obligations primarily imposed upon Tenants by applicable provisions of building codes materially affecting health and safety;
 3. Dispose from Tenant's dwelling unit all ashes, rubbish, garbage and other waste in a clean and safe manner;
 4. Use in a reasonable manner all electrical, plumbing, sanitary, heating ventilation, air-conditioning and other facilities and appliances in the premises;
 5. Not deliberately or negligently destroy, deface, damage, impair or remove any part of the premises or knowingly permit any person to do so;
 6. Conduct himself and require other persons on the premises with his consent to conduct themselves in a manner that will not disturb another Tenant's peaceful enjoyment of the premises.
4. The park will not terminate a Tenant's tenancy except for the reasons specified in the Landlord-Tenant Laws or violation of the Park Rules, and after proper notification.
5. No rights of storage are given by this agreement. Landlord will not be liable for any loss of Tenant's property. Tenant hereby acknowledges this and agrees to make no such claims of any losses or damages against Landlord, his agents, or employees. Tenant agrees to purchase insurance, at Tenant's own expense, sufficient to protect Tenant and Tenant's property from fire, theft, burglary, breakage, electrical connections, accidents, Acts of God, and any other causes beyond Landlord's control. Tenant acknowledges that if tenant fails to procure such insurance it is Tenant's responsibility and Tenant alone shall bear the consequences.
6. No peddling, soliciting or commercial enterprise is allowed in the park without prior Management approval.
7. In the event of court action, the prevailing party shall be entitled to receive reasonable attorney's fees.
8. Tenant shall provide Park Management, prior to entering into the Rental Agreement, with a current copy of the registration and/or title or other sufficient evidence of ownership which indicates legal owner, any lienholder(s) and serial or identification number(s) to Tenant's mobile home.
9. Notice shall be given to park Management within ten days of any changes in a new lien, changes of existing lien or settlement of lien.
10. Management may enter a home if it deems a crisis situation to exist.

11. All prospective Tenants must make application for tenancy and comply with the Rules as to residing in the Park. The Tenant Application is by this reference made a part of these Rules as though set forth in full at this place. Management reserves the right to request an updated Tenant Application from time to time. Failure by Tenant to return the Tenant Application within 10 days of receipt will result in a **\$25.00** fee being added to the following month's rent.
12. Any violation of these Park Rules and Regulations is grounds for termination of your lease.

PAYMENT OF RENT

13. Rent is payable in advance, and due on the first of the month. The rent day ends at 5:00 p.m. Rent not received by close of business on the 6th of the month is late, and a late fee of **\$25.00** will be assessed, unless other arrangements are made in advance, with Management approval. If rent is not received by close of business on the 10th, another **\$25.00** fee will be assessed, which means rent paid after the 10th will have a total late fee of **\$50.00**. If rent is not received by close of business on the 15th, another **\$25.00** fee will be assessed, bringing the total late fee to **\$75.00** for rent received after the 15th.
14. In the event a Tenant's check is dishonored and returned unpaid for any reason to Landlord, Tenant agrees to pay a service charge of **\$25.00**. All late charges will apply until rent is paid in full. If for any reason a check is returned or dishonored, all future rent payments must be made by money order or cashier's check.
15. Payment of rent must be by money order or cashier's check, and will not be accepted without the late fees.
16. Any utilities, which are submetered, will be charged to Tenants at the current single family residential rate as charged by the appropriate utility company. Charges will be due the 1st of the month following the month in which the meter is read.
17. Pass through rent can be increased without a 90-day notice if Management can substantiate a tax increase, utility increase, insurance increase, or any uncontrollable charge to the park.

Please note: Our business day ends at 5 p.m. If you attempt to pay rent after 5 p.m. on any given day and you cannot find a park representative to accept it, it will be deemed to not have been paid on that day. It is deemed paid either the day it is delivered to Management, or the day it is received if you mail it. We provide a self addressed envelope for your convenience. Late rent will be returned to you unless it is paid with the appropriate late fees. If a manager is home in the evening and accepts your rent, that is acceptable, but the managers are not required to be available to accept rent after 5 p.m., and it is your responsibility to deliver your rent on time.

CONDUCT

18. Conduct of the Tenant, Tenant's occupants and invitees upon the Park premises which constitutes a substantial annoyance to other Tenants are grounds for termination of the Rental Agreement. The Park's Quiet Hours are from 10:00 p.m. to 8:00 a.m. each and every day of the week.
19. Intoxication, immoral or illegal conduct by Tenant will result in termination of rental agreement, if one exists, or immediate eviction as prescribed by law, if no rental agreement exists.
20. Tenants are responsible for the supervision of Tenant's children, children of Tenant's visitors and guests, and other children under the supervision of Tenant. Children are not allowed to play, enter, or cut across any lots (occupied or vacant) for which they do not have permission. Children must be supervised when in the streets, recreational areas, or other common areas of the Park.
21. Tenant, Tenant's occupants and invitees shall not commit, or allow to be committed, any nuisance or waste on the premises, nor shall Tenant use or allow the premises to be used for any unlawful purposes.

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- USE OF MOBILE HOME SPACES
22. Sub-leasing or assignment is not permitted unless prior written approval from Management is obtained.
 23. All spaces are rented on a month to month basis unless other written arrangements are made. Month to month agreements automatically renew themselves each month unless proper legal notice (30 days) by Landlord or Tenant is given. Notice must be received by Management on or before the 1st of a given month in order terminate the tenancy in that month without accruing liability for paying an additional month's rent. Per state law, if notice is given after the 1st of the month, rent will be due for the following month as well. No homes can be removed, under state law, without a written release from park management that all monies owed to the Landlord are paid.
 24. All mobile homes and spaces shall be maintained in such a manner as to not be detrimental to other Tenants because of health, safety or esthetic reasons.
 25. All improvements and alterations to the lot and home require prior written consent of Management. Any digging in the Park must have prior written approval of Management. All awnings, skirting, storage sheds, enclosures, etc., must comply with all applicable laws and zoning regulations. Building permits must be obtained where necessary.
 26. Only those occupants listed on the Tenant Application are permitted to live on the premises, and occupancy must be in accord with applicable state and local laws governing occupancy. Tenancy at the presently stated rental rate is based upon only those Tenants listed on the Tenant Application. Tenant must notify Management in writing if adding additional occupants. There will be a \$75.00 per person per month charge retroactive to the date of occupancy for each unregistered person occupying the dwelling.
 27. Tenant agrees not to use or allow the use of the premises or Park facilities in any manner that will increase the risk or rate of insurance or cause cancellation of any Park insurance policy.
 28. Tenants are not permitted to alter, tamper with, or repair any park gas, electric, water, sewer, television or telephone facilities, service connections, or equipment.
 29. Tenant is liable for the cost of any damage, replacement or repair to park property as a result of work done to Tenant's mobile home.
 30. Management reserves the right of prior approval of a purchaser of a mobile home that will remain in the Park and requires that the selling Tenant, or his or her agent, give notice of the sale to Management before the close of sale. Should buyers not be approved as Park Tenants, they will be required to move the mobile home, at their expense, out of the Park immediately upon close of sale. The existing Tenants on the lease will remain liable for all rent and utilities while the existing rental agreement is in effect.
 31. If a home is sold and will be moved, the existing Tenant must notify the park in writing at least 30 days prior to the move. The existing Tenant is liable for the rent and utilities through the end of the term of the rental agreement, consistent with the requirements stated in Rule 23, including a written release from Management that all monies have been paid.
 32. Tenants may display a "for sale" sign in the window of the mobile home facing the street. Only one sign is permitted and may not exceed 12 inches wide and 18 inches long.
 33. Management shall have the right to regulate the use of all Park facilities in a manner that it deems to be in the best interest of the majority of Park Tenants, and to refuse use of these facilities to any Park Tenant, Tenant's occupants, or invitees for cause.
 34. Utility pedestals, meters and all service connections must be accessible at all times. If a Park shut-off valve is located on Tenant's lot, it must be kept visible and accessible at all times.
 35. Tenant is responsible for properly configuring and securing Tenant's sewer connection to the park's sewer system. In the event it is discovered that Tenant's sewer system is not properly configured, sealed and connected to the park's system, Tenant agrees to immediately take all steps necessary to:
 1. abate the problem to stop any waste from contaminating park property;
 2. repair Tenant's sewer connection so that no waste will contaminate park property;
 3. repair the ground contaminated by a faulty, improperly sealed or configured sewer connection, which entails removing the top 6 inches

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of soil from any contaminated area, treating the area with a park approved disinfectant, and replacing the top 6 inches of soil with new, untainted soil. Tenant agrees that if Tenant fails to repair Tenant's waste system and stop any waste from contaminating park property within 24 hours of being notified by Park Management, or if Tenant fails to repair the contaminated ground within 72 hours of notification, that Tenant is in material breach of the Rental Agreement, and further, Tenant agrees to reimburse Management for any costs Management incurs to abate the problem if Tenant does not comply with the time frames contained in this sentence.

36. Only manufactured factory type accessories, equipment, structures, and appliances which are similar in design and compatible in color to the home are permitted. No "homemade" accessories, equipment, structures, and appliances may be installed without Management's prior written approval of plans and timetable for completion.

MAINTENANCE OF SPACE

37. Each Tenant shall maintain Tenant's lot, home and all improvements (including the maintenance and trimming of all shrubbery, lawns, and landscaping) to reflect a clean, attractive, and well-kept appearance at all times.
- A. Tenant shall maintain all accessories, equipment, structures and appliances attached to or placed thereon in good condition and repair. This obligation includes the replacement of any such items which are missing or damaged to the point that they cannot be repaired, and the repainting of the home and improvements when they are reasonably needed.
 - B. All concrete, asphalt and other surfaces on the lot shall be kept clean and maintained free of oil drippings, grease, and other debris. Tenant shall maintain such in good repair and condition.
 - C. Tenant is responsible to arrange for maintenance of Tenant's lot and home when away for any extended period of time.
 - D. All trash, paper, glass, cans, and wrapped sanitary napkins are to be deposited in the trash. To prevent clogged sewer lines, flushing of sanitary napkins, disposable diapers, tissues, paper towels, cigarette butts, cooking grease, or any other insoluble materials or foreign objects down toilets, sinks, or garbage disposals is not permitted. The costs of clearance of stoppages or repairs of sewer lines caused by Tenant's negligence or improper usage or intentional misuse are the responsibility of the Tenant.
 - E. Tenant is responsible for disposing from his mobile home space all rubbish, garbage, and other waste in a clean and safe manner. The garbage facilities provided by the park are for regular household trash only. They are not for (but not limited to) the disposal of furniture, appliances, carpeting, structural material, plant trimmings or anything from outside the park. All garbage must be in sealed plastic garbage bags and disposed of IN the dumpster. Garbage bags may not be stored outside the Tenant's mobile home at any time. Children under the age of 12 are not permitted to bring trash to the dumpsters. Any Tenant found dumping in violation of these rules will incur a \$100 fee for the first violation and a \$500 violation thereafter, this 2nd violation constituting a material breach of the rental agreement.
 - F. All personal property of Tenant must be stored in an appropriate storage shed or inside the home. Except for standard patio furniture, barbecue equipment, and operable bicycles (all of which must be kept in an attractive and well-maintained condition), no personal property accumulation is permitted around the home, on driveways, patios, or on porches without Management's approval in writing. In this paragraph, personal property includes, but is not limited to indoor type furniture, appliances, ironing boards, brooms, mops, tools, toys, gardening equipment, debris, refuse, litter, firewood, or such items which are unsightly in appearance.
 - G. No material of a combustible, explosive, volatile, poisonous, gaseous, noxious, or corrosive nature shall be stored on the Tenant's lot.
38. Management reserves the right to maintain any neglected area within Tenant's leased premises and Tenant will be charged an appropriate fee for any such service.

Handwritten signature/initials

- inoperable vehicle is any vehicle that has not been properly licensed and registered. Proper licensing and registration for Tenants' vehicles must be demonstrated by the vehicle displaying Arizona license plates with current registration stickers affixed to the license plates. Tenant, Tenant's occupants and invitees must obey all posted traffic control and parking signs.
54. Tenant may not maintain a vehicle for more than 24 hours anywhere in the park that does not belong to Tenant without prior written permission of Management.
 55. The speed limit in the Park is 5 m.p.h.
 56. Management reserves the right to prohibit the use of any noisy vehicles within the park.
 57. There is absolutely no parking allowed in the streets of the Park. The streets are considered firelanes and must be kept clear for emergency equipment.
 58. Parking of motor homes, trucks, buses, trailers, travel trailers, boats, campers, and any non-operable or unlicensed vehicles, etc., is not permitted in the Park. However, a small truck or camper used regularly as transportation by a Tenant may be parked in Tenant's designated parking area.
 59. Boats may not be kept in the park without prior written consent of Management, and then only where agreed to in writing.
 60. Tenant acknowledges the signs posted at the entrance to the park regarding the removal of vehicles, and Tenant agrees that Landlord has the right to remove any vehicle violating Park Rules at owner's expense without further notice.

PETS

61. Only those pets specified in the rental agreement, or by written consent of Management, are allowed. No more than 2 pets per space are allowed. Landlord reserves the right to revoke this consent on three day's notice to Tenant, if in the opinion of Landlord the pet has been a nuisance to other Tenants or there has been a violation of the Rental Agreement or the Park Rules. In the event consent is revoked, Tenant agrees to forthwith remove the pet from the Park and failure to do so shall be a breach of the Rental Agreement. Any animals on the property not registered in the Tenant Application will be presumed to be strays and will be disposed of according to law, at the discretion of the Landlord.
62. Adding additional animals without the consent of Management is not allowed, and will result in a charge of **\$50.00** added to the following month's rent. If the animal is not removed in 48 hours, it is grounds for termination of the Rental Agreement.
63. Pets must be properly confined at all times. After one written warning, the animal must be removed. Additional violations of this rule are grounds for termination of Tenant's Rental Agreement lease. The park Management will remove any animals loose in the park. No pit bulls or pit bull mixes are allowed.
64. Pets shall not be allowed to invade another Tenant's homesite, flowerbed, shrubs or yard.
65. Noise that disturbs other Tenants is cause for revoking permission to keep a pet.
66. Tenant is fully responsible for any damage to property of Landlord or to other Tenants which may result from the actions of a pet.
67. Each Tenant is responsible for cleaning up after Tenant's pet immediately. After a written notice, there will be a **\$25.00** charge added to Tenant's rent if tenant refuses to clean up after the pet. Any additional instance will be **\$50.00**.
68. Each Tenant is responsible for complying with all applicable state, city and county requirements with respect to licensing, vaccinations, and leash laws. Tenants must provide management with a photocopy of proof that all pets have been properly vaccinated, and with a photocopy of proof that all pets are licensed.

69. No mobile home may be removed from its lot or replaced without prior written permission of Management.

JUDGMENT

70. In the event Landlord takes judgment against Tenant for non-payment of rent, Tenant is required to increase the security deposit to the maximum amount permitted by law prior to being reinstated. Tenant is required to pay a **\$50.00** reinstatement fee if they remain in the park.

ABANDONMENT

71. Tenant's absence from the dwelling unit for seven days, if the rent for the unit is outstanding and unpaid for ten days and there is no reasonable evidence that the Tenant is occupying the unit other than the Tenant's personal property, will cause the unit to be considered abandoned and action will be taken in accordance with the Arizona Mobile Home Residential Landlord and Tenant Act and any Amendments thereto, terminate the Tenancy, possess the unit and dispose of the personal property.

ARIZONA REVISED STATUTES

72. The Current Arizona Revised Statutes (ARS), Title 33, Chapter 11 and other selected citations, known as the "Arizona Mobile Home Parks Residential Landlord and Tenant Act" is by this reference made a part of these Rules as though set forth in full at this place. Should a contradiction arise between these Rules and ARS, the latter shall apply.

WRITTEN APPROVAL AND WRITTEN NOTIFICATION

73. All references in these rules that refer to consent, approval, permissions, or authorization of the Park shall mean written approval prior to taking action.
74. Except for emergencies, all complaints by Tenant must be in writing.

ENFORCEMENT OF RULES

75. Management will make every effort to enforce the Rules and conditions of tenancy equally and promptly. However, Tenant agrees that the enforcement is a private matter between Management and the affected Tenant. The enforcement, or lack thereof, will not result in any claim by any Tenant against the Park, or constitute a waiver of the Park's right to enforce the Rules.
76. Tenant is responsible to pay the postage for any notices mailed to Tenant for non-payment of rent or non-compliance with park rules. In addition, Tenant will be charged \$20 for the preparation of said notice.

We hereby acknowledge receipt of all 7 pages of these Park Rules and Regulations, and agree to all of the terms and conditions contained therein.

<u>Natividad Vergara</u>	<u>X Natividad Vergara</u>	<u>02/23/06</u>	<u>49</u>
Tenant (Print Name)	Tenant (Signature)	Date	Space #
<u>Blanca Vergara</u>	<u>X Blanca Vergara</u>	<u>02/23/06</u>	<u>49</u>
Tenant (Print Name)	Tenant (Signature)	Date	Space #