

IN THE SUPERIOR COURT FOR THE STATE OF ALASKA  
THIRD JUDICIAL DISTRICT AT ANCHORAGE

ROBERT DePIPPPO and THARON )  
O'MALLEY, )

Plaintiffs, )

vs. )

MILT RADFORD and DEANNE )  
RADFORD, )

Defendants. )

RECEIVED

AUG 7 2001

ALASKA SERVICES CORPORATION

) Case No. 3AN-01-8827 Civil

**ANSWER**

COME NOW Defendants Milt Radford and Deanne Radford (collectively the "Radfords"), by and through their attorneys Hartig Rhodes Hoge & Lekisch, and answer the Plaintiffs' Complaint as follows:

1. The Radfords admit that Plaintiffs are both residents of the La Honda Mobile Home Park ("La Honda"), and that on or about April 27, 2001 they received a notice pursuant to AS 34.03.225(a)(4) that due to a change in use of land on which La Honda is located they would be required to move their units from La Honda on or before May 1, 2002. The Radfords admit that Plaintiff DePippo entered into a rental agreement effective December 10, 1999 renting Space 22 at La Honda on a month-to-month basis, and that as of the date of this Answer the rental agreement is in effect. A true and correct copy of that rental agreement, along with the "La Honda Mobile Home Park Rules," which are part of the agreement, are attached as **Exhibit A** to this Answer and by this reference made a part hereof. The Radfords admit that Plaintiff O'Malley entered into a rental agreement on or about November 2, 1998, and that as of the date of this Answer the

HARTIG RHODES  
HOGE & LEKISCH  
A PROFESSIONAL  
CORPORATION  
ATTORNEYS AT LAW  
717 K STREET  
ANCHORAGE, ALASKA  
99501-3397  
TELEPHONE:  
(907) 276-1592  
FAX:  
(907) 277-4352

rental agreement is in effect. A true and correct copy of the rental agreement, along with the "La Honda Mobile Home Park Rules,, which are a part of that agreement, are attached as **Exhibit B** to this Answer and by this reference made a part hereof. The Radfords deny that they "approve all mobile home purchases" in La Honda, or that they approved of Plaintiffs' purchases. The Radfords deny that they "have known for several years that La Honda's water and sewer infrastruccion was failing" and that they would "imminently need to close and/or sell the park." The Radfords deny that they failed to disclose any information they were required to disclose to Plaintiffs at any time. The Radfords lack information sufficient to form a belief as to the truth of the assertion that Plaintiffs "have invested the majority of their income and assets into the purchase and improvements of their mobile homes," and therefore deny these allegations. As to any remaining allegations in paragraph 1 of the Complaint which require a response, the Radfords deny these allegations.

2. The Radfords admit the allegations in paragraph 2 of the Complaint.

3. The Radfords admit the allegations in paragraph 3 of the Complaint.

4. The Radfords admit that Plaintiff DePippo leases space at La Honda pursuant to the rental agreement attached as Exhibit A to this Answer. As to the remaining allegations in paragraph 4, if any, the Radfords are without sufficient information to form a belief as the truth of these allegations and therefore deny them.

5. The Radfords admit that Plaintiff O'Malley leases space at La Honda pursuant to the rental agreement attached as Exhibit B to this Answer. As to the

HARTIG RHODES  
HOGE & LEKISCH  
A PROFESSIONAL  
CORPORATION  
ATTORNEYS AT LAW  
717 K STREET  
ANCHORAGE, ALASKA  
99501-3397  
TELEPHONE:  
(907) 276-1592  
FAX:  
(907) 277-4352

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remaining allegations in paragraph 5, if any, the Radfords are without sufficient information to form a belief as the truth of these allegations and therefore deny them.

6. The Radfords admit that Milt Radford owns an interest in La Honda. The Radfords deny the remaining allegations of paragraph 6 of the Complaint.

7. The Radfords admit La Honda is located at 2907 La Honda Drive, Anchorage, Alaska. There were 31 mobile homes in La Honda at one time, of which 23 were owned by tenants as of April, 2001. As of the date of this Answer, there are 10 of their mobile homes which have been removed or are about to be moved from La Honda. The Radfords admit that the tenants of these mobile homes lease space and pay separately for gas and electrical services at La Honda. The Radfords admit that tenants are not charged for water and sewer by the owners of La Honda. The Radfords deny the remaining allegations in paragraph 7 of the Complaint.

8. The Radfords deny that there was any short term need or requirement to replace the water or sewer systems but admit that the cost of some day having to replace the water and sewer systems in La Honda was of general concern. The Radfords deny that prior to 1998 the Radfords knew that this would be "cost prohibitive" or that they had plans to close the park and/or sell it to developers who would close the park. To the extent there are any remaining allegations in paragraph 8 of the Complaint, the Radfords deny these allegations.

9. The Radfords deny the apparent presumption in paragraph 9 that most of the mobile homes owned by tenants in La Honda could not "survive the move to

HARTIG RHODES  
HOGE & LEKISCH  
A PROFESSIONAL  
CORPORATION  
ATTORNEYS AT LAW  
717 K STREET  
ANCHORAGE, ALASKA  
99501-3397  
TELEPHONE:  
(907) 276-1592  
FAX:  
(907) 277-4352

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another park.” As to the remaining allegations in paragraph 9, the Radfords deny that they “knew or should have known” of these alleged facts. As to the truth of any other allegations in paragraph 9, the Radfords do not have sufficient information to form a belief as to the truth of these allegations and therefore deny them.

10. The Radfords are without sufficient information to form a belief as to the truth of the allegation that Plaintiff O'Malley purchased a mobile home at La Honda in November of 1998, and therefore deny this allegation. The Radfords admit that the owners of La Honda entered into a lease agreement with Ms. O'Malley, a copy of which is attached as Exhibit B to this Answer. The Radfords deny that they “approved” of Ms. O'Malley's purchase of her mobile home. In regards to the last sentence in paragraph 10 of the Complaint, it appears to presume that the La Honda Park's infrastructure was in a “precarious state” and the Radfords had “plans to close and/or sell the park.” The Radfords deny these allegations.

11. The Radfords are without sufficient information to form a belief as to the truth of the allegations in paragraph 11 and therefore deny these allegations.

12. The Radfords admit that there is a 1952 travel trailer on Space 22 with a significant portion of one side removed to accommodate a log style lean-to. The Radfords admit that the owners of La Honda entered into a lease agreement for Space 22 with Mr. DePippo, a true and correct copy of which is attached as Exhibit A to this Answer, and that he pays for water, sewer and electrical services. The last sentence in paragraph 12 appears to presume that the park's “infrastructure” was in a “precarious state,” and that

HARTIG RHODES  
HOGE & LEKISCH  
A PROFESSIONAL  
CORPORATION  
ATTORNEYS AT LAW  
717 K STREET  
ANCHORAGE, ALASKA  
99501-3397  
TELEPHONE:  
(907) 278-1592  
FAX:  
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the Radfords had plans to “close and/or sell the park” at the time Mr. DePippo entered into his lease. The Radfords deny these allegations. As to any other allegations in paragraph 12 requiring a response, the Radfords deny these allegations.

13. The Radfords are without sufficient information to form a belief as to the truth of the allegations in paragraph 13 of the Complaint and therefore deny these allegations.

14. The Radfords admit that in February 2001 Ms. O'Malley asked the Radfords for permission to build an arctic entryway onto her trailer, and that Deanne Radford, on behalf of the owners of La Honda, approved the construction, but specified that the entryway could not be any bigger than Ms. O'Malley's front porch, which measures roughly 4 feet x 4 feet, and that it shouldn't cover the window so as to create a possible impediment to exiting the trailer in the event of a fire. The Radfords deny that they or any representative of the owners of La Honda ever gave Ms. O'Malley permission to construct the addition which she ultimately did construct to her mobile home which greatly exceeded the arctic entryway which was approved for construction. The Radfords are without sufficient knowledge to form a belief as to the allegation that Ms. O'Malley spent over \$3,000 to build the unauthorized addition and therefore deny this allegation. The Radfords admit that on or about February 28, 2001 the residents of La Honda received a notice that their rent rates were being increased and that the Radfords were selling the park to buyers who planned to redevelop the park. As to any remaining allegations in paragraph 14 requiring a response, these allegations are denied.

15. The Radfords admit the allegations in paragraph 15 of the Complaint, other than that the offer from the potential buyer was accepted by the Radfords. This offer was accepted by the owners of La Honda, which include Milt Radford, but which do not include Deanne Radford.

**COUNT I - MISREPRESENTATION - FAILURE TO DISCLOSE STATE OF  
INFRASTRUCTURE CLAIM**

16. In response to the allegations in paragraph 16 of the Complaint, the Radfords incorporate by reference their responses to paragraphs 5-15 of the Complaint.

17. The Radfords deny the allegations in paragraph 17 of the Complaint.

18. The Radfords deny the allegations in paragraph 18 of the Complaint, to the extent those allegations require a response.

19. The allegations in paragraph 19 of the Complaint appear to presume that La Honda's infrastructure was failing and that the closure and/or selling of the park was imminent at the time each of the Plaintiffs purchased their mobile homes and entered into the lease agreements attached as Exhibits A and B to this Answer. As stated above, Defendants deny these allegations. To the extent there are any other allegations in paragraph 19 requiring a response, the Radfords deny these allegations,

20. The allegations in paragraph 20 of the Complaint, again presume that the "infrastructure" of La Honda park was failing and that the Radfords knew that the closure and/or selling of the park was "imminent" and that Plaintiffs had asked the Radfords for approval before purchasing their mobile homes. As stated above, the

HARTIG RHODES  
HOGE & LEKISCH  
A PROFESSIONAL  
CORPORATION  
ATTORNEYS AT LAW  
717 K STREET  
ANCHORAGE, ALASKA  
99501-3397  
TELEPHONE:  
(907) 276-1592  
FAX:  
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Radfords deny all of these allegations. To the extent there are any other allegations in paragraph 20 requiring a response, the Radfords deny these allegations.

21. The Radfords deny the allegations in paragraph 21 of the Complaint.

22. The Radfords deny that the infrastructure of La Honda was in a “decrepit state” or that the park would “imminently be sold and/or closed” at the time Plaintiffs purchased their mobile homes in La Honda. To the extent there are any other allegations in paragraph 22 requiring a response, the Radfords deny these allegations.

**COUNT II - MISREPRESENTATION - FAILURE TO DISCLOSE INTENT TO  
CLOSE/SELL LA HONDA CLAIM**

23. In response to paragraph 23 of the Complaint, the Radfords incorporate their responses above to paragraphs 1-22 of the Complaint.

24. The Radfords deny that they approved Plaintiffs’ purchases of their mobile homes in La Honda, or that they were “planning to close and/or sell La Honda due to its infrastructure problems” at the time Plaintiffs entered into their lease agreements. To the extent there are any other allegations in paragraph 24 requiring a response, the Radfords deny these allegations.

25. The Radfords deny the allegations in paragraph 25 of the Complaint.

26. The allegations in paragraph 26 of the Complaint appear to presume that La Honda’s infrastructure was failing and that the closure and/or selling of the park was imminent at the time each of the Plaintiffs purchased their mobile homes and entered into the lease agreements attached as Exhibits A and B to this Answer. As stated above,

HARTIG RHODES  
HOGE & LEKISCH  
A PROFESSIONAL  
CORPORATION  
ATTORNEYS AT LAW  
717 K STREET  
ANCHORAGE, ALASKA  
99501-3397  
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FAX:  
(907) 277-4352

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Defendants deny these allegations. To the extent there are any other allegations in paragraph 26 requiring a response, the Radfords deny these allegations.

27. The allegations in paragraph 27 of the Complaint, again presume that the “infrastructure” of La Honda park was failing and that the Radfords knew that the closure and/or selling of the park was “imminent” and that Plaintiffs had asked the Radfords for approval before purchasing their mobile homes. As stated above, the Radfords deny all of these allegations. To the extent there are any other allegations in paragraph 27 requiring a response, the Radfords deny these allegations.

28. The Radfords deny the allegations in paragraph 28 of the Complaint.

29. The Radfords deny that the infrastructure of La Honda was in a “decrepit state” or that the park would “imminently be sold and/or closed” at the time Plaintiffs purchased their mobile homes in La Honda. To the extent there are any other allegations in paragraph 29 requiring a response, the Radfords deny these allegations.

**COUNT III - MISREPRESENTATION - FAILURE TO DISCLOSE INTENT TO CLOSE/SELL LA HONDA PRIOR TO O'MALLEY'S ADDITION CLAIM**

30. In response to paragraph 30 of the Complaint, the Radfords incorporate their responses above to paragraphs 1-29 of the Complaint.

31. The Radfords deny they were ever aware that Ms. O'Malley was considering building an expensive addition to her mobile home. The Radfords admit that in February 2001 Ms. O'Malley asked for permission to build an arctic entryway to her trailer as described in the Radfords' response to paragraph 14 of the Complaint set out above. The Radfords admit that at that time the owners of La Honda had decided to sell

HARTIG RHODES  
HOGE & LEKISCH  
A PROFESSIONAL  
CORPORATION  
ATTORNEYS AT LAW  
717 K STREET  
ANCHORAGE, ALASKA  
99501-3397  
TELEPHONE:  
(907) 276-1592  
FAX:  
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the park, but did not know who would be purchasing the park or whether they would chose to close the park. As to any remaining allegations in paragraph 31 of the Complaint, the Radfords deny these allegations.

32. [omitted in Complaint]

33. The Radfords admit that Ms. O'Malley had to obtain the permission of the owners of La Honda Park before building an addition to her mobile home.

34. The Radfords admit that they did not did tell Ms. O'Malley about the owners' interest in selling La Honda at the time she requested permission to build the arctic entryway addition to her mobile home, because as the addition was described to the Radfords and approved by Deanne Radford on behalf of the owners, this addition would be minor and could be moved with the mobile home. To the extent there are any other allegations in paragraph 34 of the Complaint, the Radfords deny these allegations.

35. The Radfords deny that the owners had a plan to sell La Honda to a developer who would shortly close the park. The Radfords did not know who would purchase the park, if anybody, or what they would do with it at the time Ms. O'Malley asked for permission to construct the arctic entryway. To the extent there are any other allegations in paragraph 35 of the Complaint, the Radfords deny these allegations.

36. The allegations in paragraph 36 presume that the owners of La Honda planned to sell the park to a developer who would close the park. As stated above, the Radfords deny that the owners knew who, if anybody, would purchase the park or

whether they would close it. To the extent there are any other allegations in paragraph 36 of the Complaint, the Radfords deny these allegations.

37. The Radfords are without sufficient information to form a belief as to the truth of the allegations in paragraph 37 of the Complaint and therefore deny these allegations.

**COUNT IV - UNFAIR TRADE PRACTICES AND CONSUMER PROTECTION ACT CLAIM**

38. In response to paragraph 38 of the Complaint, the Radfords incorporate by reference their above responses to the allegations in paragraphs 1-37 of the Complaint.

39. To the extent that paragraph 39 states legal conclusions rather than actual assertions, no response is required. The Radfords admit that the owners of La Honda Mobile Home Park provide lease space to tenants and that the tenants are supplied with water and sewer services. As to any remaining allegations in paragraph 39 of the Complaint, the Radfords deny these allegations.

40. The Radfords deny the allegations in paragraph 40 of the Complaint.

41. The Radfords deny the allegations in paragraph 41 of the Complaint.

**FIRST AFFIRMATIVE DEFENSE**

Plaintiffs fail to state a claim upon which relief may be granted.

**SECOND AFFIRMATIVE DEFENSE**

HARTIG RHODES  
HOGE & LEKISCH  
A PROFESSIONAL  
CORPORATION  
ATTORNEYS AT LAW  
717 K STREET  
ANCHORAGE, ALASKA  
99501-3397  
TELEPHONE:  
(907) 276-1592  
FAX:  
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Plaintiffs' claims are barred by virtue of their failure to join an indispensable party under Rule 19 of the Alaska Rules of Civil Procedure.

THIRD AFFIRMATIVE DEFENSE

Plaintiffs' claims are barred by the applicable statute of limitations or the doctrine of laches.

FOURTH AFFIRMATIVE DEFENSE

Plaintiffs' claims are barred by Plaintiffs' failure to mitigate their damages.

FIFTH AFFIRMATIVE DEFENSE

Plaintiffs' damages, if any, were proximately caused by their own negligence and that of their agents and representatives, and to that extent are not recoverable against the Radfords.

SIXTH AFFIRMATIVE DEFENSE

By execution of their month-to-month leases, true and correct copies of which are attached as Exhibits A and B to this Answer, Plaintiffs have waived any claim or right to a longer termed lease or compensation for any alleged damages because they did not receive a longer termed lease.

SEVENTH AFFIRMATIVE DEFENSE

Plaintiffs assumed the risk of eventually having to move their mobile homes and improvements to them

HARTIG RHODES  
HOGE & LEKISCH  
A PROFESSIONAL  
CORPORATION  
ATTORNEYS AT LAW  
717 K STREET  
ANCHORAGE, ALASKA  
99501-3397  
TELEPHONE:  
(907) 278-1592  
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(907) 277-4352

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WHEREFORE, The Radfords pray as follows:

1. Plaintiffs' claims be dismissed with prejudice.
2. The court deny the declaratory and other relief requested by Plaintiffs.
3. The court award the Radfords their costs and expenses incurred in this litigation, and such other relief as the court may deem just and necessary.

DATED at Anchorage, Alaska, this 6th day of August, 2001.

HARTIG RHODES HOGE & LEKISCH  
Attorneys for Defendants

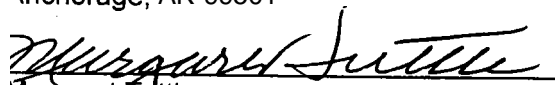
By: 

Lawrence L. Hartig  
ABA #8310125

CERTIFICATE OF SERVICE

hereby certify that a copy of the foregoing  
was served on the below-identified attorneys  
of record via hand-delivery/1st Class Mail  
on the 6th day of August, 2001.

Nikole M. Nelson  
James J. Davis  
Alaska Legal Services Corp.  
1016 W. 6<sup>th</sup> Ave., Ste. 200  
Anchorage, AK 99501

  
Margaret Tuttle  
HARTIG RHODES HOGE & LEKISCH, P.C.

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HARTIG RHODES  
HOGE & LEKISCH  
A PROFESSIONAL  
CORPORATION  
ATTORNEYS AT LAW  
717 K STREET  
ANCHORAGE, ALASKA  
99501-3397  
TELEPHONE:  
(907) 276-1592  
FAX:  
(907) 277-4352

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La Honda Mobile Home Park  
Rental Agreement

1. RENT: La Honda Mobile Home Park, Inc. rents TRAILER # \_\_\_\_\_ located in Space # \_\_\_\_\_ ~~or~~ SPACE # 32 t h e undersigned tenant beginning Dec. 10, 1999 on a month-to-month basis. Monthly rent in the amount of \$ 235<sup>00</sup> shall be paid on or before the first of the month and no later than the fifth. Rent is to be delivered to 2907 La Honda Drive in the office rent drop box or by mail to 2907 La Honda Drive, Anchorage, AK 99517.

A penalty of \$35.00 will be assessed for rent paid after the 5th of the month. A charge of ~~\$15 will be assessed for any~~ checks returned by a bank for any reason and LANDLORD in such cases retains the option to refuse checks and accept payment in cash only.

TENANT shall give a thirty (30) day (from the date the rent is due) written notice before vacating premises. If TENANT vacates before the expiration of the thirty (30) day notice period, (s)he shall be responsible for rent for the entire thirty (30) days of for the period from date of notice until the premises are re-rented, whichever is less. TENANT shall allow access to the premises for purposes of showing premises to prospective tenants at reasonable times after LANDLORD has given TENANT at least 24 hours notice of his intent to enter the premises. LANDLORD shall give written notice of any change in the amount of rent at least thirty (30) days in advance of the effective date of such change. LANDLORD may terminate this tenancy, for any reason, by written notice given to the TENANT 30 days before the first of the month.

2. UTILITIES: TENANT is to pay the following utilities:  
Telephone, Gas (Enstar), Electricity (Chugach).  
Gas and Electricity need to be put in ~~the~~ TENANT'S name prior to this agreement becoming effective.

3. SECURITY DEPOSIT: A security deposit in the amount of \$ \_\_\_\_\_ is required prior to occupancy. The full amount of the deposit will be returned within fourteen (14) days of the termination of occupancy less any deduction for the following:

- a. Unfulfilled obligation of TENANT under this contract;
- b. Damage to property, excluding wear resulting from ordinary use;
- c. Rent owing;
- d. Cleaning at expiration of rental period;
- e. Failure to give proper thirty (30) days notice of intent to vacate and terminate and inability of LANDLORD to re-rent during the thirty (30) day period;
- f. Failure to perform any of the following:
  1. Vacuum and shampoo carpets;
  2. Wash inside of all windows;
  3. Defrost and clean under, behind, inside and outside of refrigerator;
  4. Clean under, top and sides of stove, oven, burners and hood;

5. Clean all sinks, toilet bowls, and tub/shower enclosures;
6. Wash and wax all tile/vinyl floors;
7. Return all keys.

4. NUMBER OF TENANTS: It is expressly understood that an increase in the number of tenants or occupants as shown above, aside from birth, without permission of the LANDLORD shall constitute grounds for termination of this Rental Agreement. Visitors shall be considered residents when they have occupied the premises for over fourteen (14) days.

5. ASSIGNMENT AND SUBLETTING: The TENANT agrees not to assign or sublet the premises or any part thereof to any person without written permission of the LANDLORD.

6. TENANT'S OBLIGATIONS: The TENANT covenants and agrees to keep that part of the premises he occupies in as clean and safe condition as it now is, wear resulting from ordinary use excepted.

7. ANIMALS: It is agreed that no pets may be kept upon the premises unless itemized here and approved by the Landlord's signature to this Rental Agreement.

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8. ABSENCE FROM PREMISES: TENANT shall notify LANDLORD of an anticipated extended absence from the premises in excess of seven (7) days. In the winter tenant shall notify the landlord of any absence so as to prevent freezing of pipes,

9. DISPOSITION OF ABANDONED PROPERTY: Any property left on the premises after termination of this rental agreement shall be disposed of pursuant to Alaska Statute 34.03.260.

10. MAINTENANCE AND REPAIR: TENANT shall notify LANDLORD immediately of any repairs needed and LANDLORD shall have access to the premises at any reasonable time for repair, maintenance, or to protect the property. TENANT shall dispose of all garbage in the dumpsters and keep premises clean and free of refuse. LANDLORD is responsible for the maintenance and repair of breakage to structure or equipment so long as such breakage was not due to negligence or deliberate wrongful conduct of the tenant, in which case the tenant shall be held liable.

11. APPLIANCE CONDITION: TENANT accepts said trailer and all appliances and furnishings therein as in good condition. TENANT agrees not to permit the trailer, including woodwork, floors, walls and windows or any appliances, fixtures, or furnishings therein to be damaged or depreciated in any manner, and to pay for any loss, breakage or damage thereto. No alteration or remodeling changes will be made to the building or furnishings without written consent of the LANDLORD.



LA HONDA MOBILE HOME PARK, INC.  
RULES AND REGULATIONS

GENERAL

1. TENANT shall not unreasonably disturb, or permit others on the premises with the TENANT'S consent to unreasonably disturb, a neighbor's peaceful enjoyment of the premises. (i.e. no loud parties, no loud radios, no excess of friends coming and going all hours of the night, no rewing of engines at night, no loud fighting).
2. TENANT shall be held responsible for any damages caused by their children or guests to the trailer or trailer park. Damage caused by the tenant's pets shall also be the responsibility of the tenant.
3. No soliciting or running of business or commercial enterprise is allowed in the park without first obtaining the consent of the management.

MOBILE HOME SPACES

1. No occupant shall tamper with the meter box or other electrical equipment. In case of blown fuses, etc., contact management.
2. Lawns may not be dug up or disturbed without permission of the management, and any type of temporary or permanent building or masonry work must first be approved by the management.
3. TRAILER SPACES ARE TO BE KEPT NEAT! Storage of bottles, cans, boxes, garbage, tires, or equipment around or under the trailer will not be tolerated. This includes belongings piled on decks or porches. If they are not removed when requested by the management they will be removed at the tenant's expense and thrown away. A major problem is children's toys, swing sets, and swimming pools. These need to be kept cleaned up. In the summer when lawns are mowed, toys, bicycles, junk, lawn chairs, barbecues - in short anything on the lawns- will need to be moved by you in order for the lawns to be maintained. If workers have to move your belongings in order to mow you will be charged \$5.00 each time.

AUTOMOBILES

1. Cars shall be parked only in the designated areas in front of your trailer. Because of limited parking , vehicles that are not being used or do not run will not be permitted and need to be stored elsewhere. All vehicles in the park musts have current tags or they will not be allowed. A limit of 2 vehicles per trailer is allowed. Only 1 vehicle may park in front of the trailer. Parking for your other vehicle must be in visitor parking (see map). There is some room for motor homes, etc. but this is entirely up to management approval and availability of space.

2. Vehicles will be moved for snow removal. Snow removal is for your convenience and safety. Vehicles not moved will be subject to tow at owner's expense.
3. No repairing or overhauling of vehicles is permitted around the trailer lot or in the roadways.
4. Speed limit in the park is 5 m.p.h. We have little children who ride their bikes in the summer around the park so be careful!

#### ANIMALS

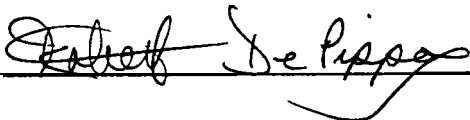
1. No dogs are allowed in the park. No "babysitting of friends dogs while they are on vacation" is allowed. No "friends dogs in the cars while they are visiting" is allowed.
2. Cats are allowed if approved by management.
3. Noisy or unruly cats that cause complaints will not be allowed to remain.

#### GARBAGE

1. Trash dumpsters are located throughout the park. There is no reason to pile your trash on your porch. Use the dumpsters!

Breach of any of these Rules and Regulations may result in the issuance of a 10 day eviction notice.

I have read and understand these rules and agree to abide by them.

  
\_\_\_\_\_  
Tenant

12-20-99  
Date

Security door keys  
 Unit keys  
 Garage keys         
 Garage door opener         
 Other keys       

RENTAL/LEASE AGREEMENT

- DATE: 11-2-98

ADDRESS OF UNIT: 2907 La Honda #

NAME: Tharon "Lori" OMalley NO. OF RESIDENTS: 3

EMPLOYER: Head Start OCCUPATION: Teacher

WORK NUMBER: 272-0133

TERMS AND CONDITIONS OF OCCUPANCY

For and in consideration of the rents and covenants hereinafter mentioned, LANDLORD does hereby rent/lease to TENANT on the following terms and conditions:

1. RENT

Monthly rent in the amount of \$ 235.00 shall be paid on or before the 5th of each month to LANDLORD: La Honda Mobile Home Park, Inc

TENANT shall give a thirty (30) day (from the day the rent is due) -written notice before vacating premises. If TENANT vacates before the expiration of the thirty (30) day notice period, (s)he shall be responsible for rent for the entire thirty (30) days or for the period from date of notice until the premises are rerented, whichever is less. TENANT shall allow access to the premises for purposes of showing premises to prospective tenants at reasonable times after LANDLORD has given TENANT at least 24 hours notice of his intent to enter the premises. LANDLORD shall give written notice of any change in the amount of rent at least thirty (30) days in advance of the effective date of such change.

Failure of TENANT to pay rent within five (5) days of the due date, or other violation of this agreement, shall authorize the LANDLORD to terminate this tenancy by giving the appropriate written notice pursuant to Alaska Statute 34.03.220.

TENANT agrees to pay a \$15 charge for any checks returned by a bank for any reason and LANDLORD in such case retains the option to refuse checks and accept payment in cash only. LANDLORD's acceptance of rent for a period after the end of the term hereof shall not extend, but shall simply evidence a month to month tenancy. In the event rent is not received by the fifth day of the month, a penalty of \$35 will be assessed.

2. UTILITIES

TENANT to pay the following utilities:

- a. Telephone       ✓
- b. Gas       ✓       Enstar
- c. Electricity       ✓       Chugach
- d. Water
- e. Sewer            } Landlord
- f. Refuse

LANDLORD will be responsible for payment of all unchecked utilities. TENANT shall apply for service and make the appropriate deposits to each of the above checked utilities prior to occupancy of the subject property.

3. SECURITY DEPOSIT *Not applicable*

~~A security and cleaning deposit in the amount of \$ \_\_\_\_\_ is required prior to occupancy. The full amount of the deposit will be returned within fourteen (14) days of the termination of occupancy less any deductions for the following:~~

- a. Unfulfilled obligations of TENANT under this contract;
- b. Damage to property, excluding wear resulting from ordinary use;
- c. Rent owing;
- d. Cleaning at expiration of rental period;
- e. Failure to give proper thirty (30) day notice of intent to vacate and terminate, and inability of LANDLORD to re-rent during the thirty (30) day period;
- f. Failure to perform any of the following:
  - 1. Vacuum and shampoo carpets;
  - 2. Wash inside of all windows;
  - 3. Defrost and clean under, behind, inside and outside of refrigerator;
  - 4. Clean under, top and sides of stove, oven, burners and hood;
  - 5. Clean all sinks, toilet bowls, and tub/shower enclosures;
  - 6. Wash and wax all tile/vinyl floors;
  - 7. Return all keys and garage door opener.

4. NUMBER OF TENANTS

It is expressly understood that an increase in the number of tenants or occupants as shown above, aside from birth, without permission of the LANDLORD shall constitute grounds for termination of this Rental/Lease Agreement. Visitors shall be considered residents when they have occupied the premises for over fourteen (14) days.

5. ASSIGNMENT AND SUBLETTING

The TENANT covenants and agrees not to assign or sublet the premises or any part thereof to any person without written permission of the LANDLORD.

6. TENANT'S OBLIGATIONS

The TENANT covenants and agrees to keep that part of the premises he occupies in as clean and safe condition as it now is, wear resulting from ordinary use excepted.

7, ANIMALS. NO DOGS!

It is agreed that no pets may be kept upon the premises unless itemized here and approved by the LANDLORD's signature to this Rental/Lease Agreement.

TENANT shall have pet validly licensed with the Municipality and said pet shall at all times have a current rabies vaccination. TENANT shall control the animal at all times, insuring the prevention of harm or intimidation to persons or destruction of property.

a. ABSENCE FROM PREMISES

TENANT shall notify LANDLORD of an anticipated extended absence from the premises in excess of seven (7) days:

9. DISPOSITION OF ABANDONED PROPERTY

Any property left on the premises after termination of this Rental/Lease Agreement shall be disposed of pursuant to Alaska Statute 34.03.260.

10. MAINTENANCE AND REPAIR

TENANT shall notify LANDLORD immediately of any repairs needed and LANDLORD shall have access to the premises at any reasonable time for repair, maintenance, or to protect the property. TENANT shall dispose of all garbage and keep the premises clean and free of refuse. LANDLORD is responsible for the maintenance and repair of and breakage to structure or equipment so long as such breakage was not due to negligence or deliberate wrongful conduct of the TENANT, in which case the TENANT shall be held liable.

11. FURNITURE/APPLIANCE CONDITION Not applicable

~~TENANT accepts said apartment and all appliances and furnishings therein as in good condition according to the attached inventory and condition statement. TENANT agrees not to permit the apartment, including woodwork, floors, walls and windows or any appliances, fixtures, or furnishings therein to be damaged or depreciated in any manner, and to pay for any loss, breakage or damage thereto. No alteration or remodeling changes will be made to the building or furnishings without written consent of LANDLORD.~~

12. RULES AND REGULATIONS

TENANT promises to comply with any attached rules and regulations, which they acknowledge to be reasonable, as an integral part of this lease to the end that the premises may be kept safe, clean and of good appearance and that quiet and good order may be maintained therein.

13: ADDITIONAL AGREEMENTS

If the fifth of a month falls on a weekend or holiday, rent is to be paid on the prior day or Friday or it will be considered late and subject to a late charge.

14. RENTS COLLECTED

Rent in the amount of Two hundred thirty-five e<sup>00</sup>/100 Dollars (\$ 235<sup>00</sup> -), covering the period Nov. 1, 1998, through Nov. 30, 1998, plus \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) which is in payment of the security deposit has been collected.

15. TERM

The term of this agreement shall be for a period of mon'ths commencing on \_\_\_\_\_, 190, and ending on \_\_\_\_\_, 190 OR shall be on a month to month (YES  NO ) basis in which case, a thirty day notice to vacate shall be required.

TENANT:

LANDLORD/AGENT:

Mason O'Malley

Deanne Redford

DATED this 2nd day of November, 1998

## La Honda Mobile Home Park Rules

La Honda is one of the oldest and best maintained mobile home parks in Anchorage. The permitting department for the Municipality of Anchorage consistently cites this trailer park as one of the two cleanest and most trouble-free in the city.

Since the Radford family purchased La Honda in 1955, we have enforced three general rules that keep the standards high:

1. We don't tolerate excessive noise of any kind.
2. We don't tolerate junk in the yards.
3. We don't tolerate abuse of other people or personal property.

If you follow the above three rules and pay your rent on time, you can live here. If not, we will evict you. The following items elaborate on the three general rules.

### EXCESSIVE NOISE

1. No loud parties, stereos, musical instruments, or vehicles are permitted.
2. No dogs are allowed, including those belonging to visitors.

### JUNK

1. All personal possessions must be stored in the trailers or approved storage sheds. Items left in the yards will be removed and thrown away.
2. Vehicles must have current tags and be operable or we will have them towed and impounded at the owners expense. Vehicles may not be overhauled on the premises.

### RESPECT FOR PEOPLE AND PROPERTY

1. No occupant shall tamper with the meter box or electrical equipment.
2. Lawns may not be dug up without management permission.
3. No buildings or sheds may be constructed on lawns without management permission.
4. A maximum of two vehicles are allowed per trailer and must be parked directly in front of the trailer or in designated areas approved by the management.
5. Tenants are financially responsible for damage caused by their children, pets, or guests.
6. No commercial enterprise is allowed without management permission.
7. Vehicles must be moved during snow removal. If you are going to be away on vacation, you must make arrangements for someone to move your car, or it will be towed.
8. Children must be supervised at all times.
9. If you participate in illegal activities such as dealing drugs, not only will you be evicted, but we will report you to the police and give them the license plate numbers of your "customers."

I have read the above rules and regulations and agree to abide by them or any other rules posed by the management as well as all Federal, State, and Local laws. It is agreed that violation terminates my tenancy.

Tenant:

*Sean A. O'Malley*

Date:

*10-2-98*

EXHIBIT B

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