



LUNA di LUSO

**RENTAL POLICY**  
**LUNA DI LUSO HOMEOWNERS' ASSOCIATION, INC.**  
**June 30, 2022**

WHEREAS, Luna di Lusso Homeowners' Association, Inc. ("Association") is a Nevada nonprofit corporation governed by the laws of the State of Nevada including Nevada Revised Statutes ("NRS") Chapter 116;

WHEREAS, the Association and the Luna di Lusso Community are subject to Declaration of Covenants, Conditions and Restrictions for Luna di Lusso Condominium ("CC&Rs")

WHEREAS, NRS 116 provides various requirements for the leasing of units;

WHEREAS, the CC&Rs contain various provisions for the leasing of Units in the Luna di Lusso Community;

WHEREAS, it is the intent of the Board of Directors to implement rules concerning the occupancy of the units within the Luna di Lusso Community;

WHEREAS, it is also the intent of the Board of Directors to restate the present rental policy due to address changes in the laws and to address the various issues that have arisen concerning long term and short term rentals; and

WHEREAS, it is the intent of the Board of Directors to comply with, implement and enforce the rental policy.

NOW, THEREFORE BE IT RESOLVED, that the Board of Directors has adopted the following policy:

1. Pursuant to Section 10.05 of the CC&Rs, leases of a Unit for a proposed term of longer than sixty (60) days ("Long Term Lease") shall first require the approval of the Board of Directors. Owners shall provide the manager of the Association with a copy of the proposed Long Term Lease. Such Long Term Lease shall be made in accordance with Nevada law. Owners shall not lease the Unit under the Long Term Lease unless and until the Board of Directors approves such Long Term Lease in writing. Upon approval of a Long Term Lease, an executed copy of the Long Term Lease shall be provided to the manager of the Association.
2. Pursuant to Section 10.05 of the CC&Rs which grants discretion to the Board of Directors, the Board of Directors hereby consents to leases for over thirty (30)

days including month-to-month recurring leases, and recurring leases of up to sixty (60), days both of which may automatically renew for a period of time up to, or equal to, the original term of the lease without further approval by the Board of Directors; however, such renewals may not exceed five (5) years. Notwithstanding the approval thereof, all leases shall be provided to the manager of the Association by the Owner of the Unit.

3. All leases shall be in writing and made in accordance with Nevada law.
4. All leases shall include a provision that the tenant is subject to the Association's Governing Documents including the CC&Rs, Bylaws, Articles, Rules and Regulations, and all Policies and Resolutions of the Board of Directors. Copies of the foregoing shall be provided to the tenant by the Owner of the Unit and Owners shall provide a certificate that Owner has provided the Governing Documents to the tenant prior to entering into the lease ("Owner Certificate").
5. The rental of a Unit for less than thirty one (31) days is considered a short term rental ("Short Term Vacation Rental"). All Owners leasing their Units for a Short Term Vacation Rental shall comply with any and all laws and ordinances concerning Short Term Vacation Rentals. Any rental agreement for a Short Term Vacation Rental ("STVR Agreement") shall include a provision that the tenant is subject to the Association's Governing Documents including the CC&Rs, Bylaws, Articles, Rules and Regulations, and all Policies and Resolutions of the Board of Directors. Copies of the foregoing shall be provided to the tenant by the Owner of the Unit and Owner shall provide an Owner Certificate that Owner has provided the Governing Documents to the tenant prior to entering into the STVR Agreement.
6. Owners shall require tenants to acknowledge receipt and review of specific Rules and Regulations that impact the Luna di Lusso Community by tenants' execution of the Tenant Statement for Luna di Lusso Homeowners' Association, Inc. The form Tenant Statement for Luna di Lusso Homeowners' Association, Inc. is attached hereto. Owner shall provide a copy of the completed Tenant Statement for Luna di Lusso Homeowners' Association, Inc. to the Association manager of record along with the Owner Certificate.
7. Owners may include in their Owner Certificate that the Governing Documents are posted on the Owner's applicable website and that tenants are required to electronically acknowledge receipt of such Governing Documents. Should Owner fail to provide the Governing Documents to the tenant or fail to provide the Owner's Certificate to the Association, the Owner shall be in violation of this

Rental Policy and subject to fines, suspension of rights to the Common Element, suspension of voting, etc.

8. The number of residents occupying a unit shall not create any health and safety violations of the Clark County Code. For example, occupation of a Unit is based on one person for each multiple of 200 square feet: occupation of a Unit shall be two (2) persons for a 450 square foot Unit, 3 persons for a 650 square foot Unit, etc.
9. A list of all residents of a Unit shall be provided to the Association's manager of record prior to or within fourteen (14) days of possession by the tenant.
10. All residents in a Unit must comply with all laws including any federal, state, municipal or local law, ordinance or regulation pertaining to the ownership, occupation or use of any Unit or the Common Elements. The violation of any law shall constitute a violation of the Governing Documents of the Association and may be considered a health, safety and welfare violation.
11. Owners are responsible for all obligations of ownership as set forth under the Governing Documents as they pertain to the Owner's Unit notwithstanding the fact that the owner is leasing the unit to a tenant. Owners shall remain responsible and liable for the actions of tenants, guests, and invitees including any damages caused by such tenants, guests or invitees to the Common Elements. Fines or other sanctions may be imposed against an Owner for the actions of tenants, guests and invitees. The Association may also take all appropriate legal action against a tenant for violation of the Governing Documents without the Owner's approval or knowledge.
12. Owners are responsible for obtaining any necessary insurance for the leasing of their Unit whether that be pursuant to a STVR Agreement, Long Term Lease or other lease including but not limited to commercial, personal or tenant occupancy or unoccupied Units for coverages for liability, contents and loss of income. The Association does not provide insurance concerning the leasing of Units and is not be responsible for losses to Owners which would be covered by such insurance set forth in this paragraph.
13. In the event repairs are required for Unit a) determined to be the responsibility of the Association by the Board of Directors; b) that are not covered by the Association's insurance; and c) resulting in the Unit being uninhabitable, the Association shall only be responsible for labor and materials and additional living

expenses for hotel and meals based on per diem rates ("Costs"). The Costs shall be determined by the Board of Directors who may rely upon experts and consultants including insurance adjusters.

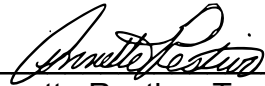
14. Owner acknowledges that the Association is not responsible for nor will handle any Owner or property management functions concerning an Owner's tenants. Owners shall disclose to their tenants that the Association is not responsible for lost keys, parking tags, clickers or fobs, service requests for the Unit, neighbor disputes, etc. and shall provide the appropriate contact information to the tenants.

FAILURE OF OWNER AND/OR TENANT TO COMPLY WITH THIS RENTAL POLICY WILL SUBJECT THE OWNER TO A FINE OF \$100 PER WEEK AND THE ASSOCIATION MAY PRECLUDE ACCESS TO THE COMMON ELEMENTS; INCLUDING BUT NOT LIMITED TO GYM ACCESS, POOL ACCESS, and UNDERGROUND PARKING ACCESS; BY OWNER AND TENANTS.

Approved and adopted on June 30th, 2022.



Bonnie Hart, President



Annette Restivo, Treasurer



Michelle Hamilton, Secretary



LUNA di LUSO

## **LUNA di LUSO RENTAL ADDENDUM**

**June 30, 2022**

(to be included in all lease agreements)

I HAVE READ, UNDERSTAND, AND AGREE TO ALL SECTIONS OF  
THE LUNA di LUSO RENTAL TERMS, INCLUDING BUT NOT  
LIMITED TO:

*(Tenant to Initial each section)*

\_\_\_\_\_ I am aware that no more than ONE VEHICLE may be kept on any of Luna's parking  
areas - surface lot and underground lot combined - at any time

\_\_\_\_\_ I understand that there is to be no parking of mobile home trailers, detached campers,  
camper tops, boats, or other similar equipment on either the underground or the surface lot.  
Additionally, no motor vehicles exceeding three-quarter ton are permitted.

\_\_\_\_\_ I understand that barbeque grills (including electric only ones) or similar grill or  
cooking apparatus are NOT permitted to be kept, stored or used on any balcony or deck at Luna.

\_\_\_\_\_ I understand I am not permitted to make any holes in the exterior walls, ceilings, or  
floors of the patio/balcony.

\_\_\_\_\_ I understand that IF the owner of my unit allows pets, the maximum number of pets  
permitted within any Luna di Lusso Unit is Two (2), and that pets shall not exceed 40 pounds in

weight - either individually, or combined. I also understand I am required to REGISTER my pet(s) and adhere to all points in the via an additional PET REGISTRATION POLICY and PET REGISTRATION FORM within 10 DAYS of moving in.

\_\_\_\_\_ I am aware that there is no smoking of any substance or type (including vapes) on balconies/patios or common areas, and that if I smoke inside my unit I am responsible for ensuring the smoke and smell does not emit into the common areas including hallways and patios.

\_\_\_\_\_ My lessor and/or management company has provided me with copies of Luna's policies including but not limited to: Parking Policy, Pet Policy (if applicable), Pool and Spa Rules, Bike & Personal Watercraft Storage Policy.

**SIGNATURE OF TENENT/RENTER FILLING OUT THIS FORM:**

\_\_\_\_\_

**PRINTED NAME OF TENENT/RENTER FILLING OUT THIS FORM:**

\_\_\_\_\_

OWNERS/MANAGERS are to include this form in your RENTAL AGREEMENTS and return the entire rental agreement packet via FAX or EMAIL to:

The Management Trust  
8485 W Sunset Rd., #100  
Las Vegas, NV 89103

Fax: (702) 835-6905

Email: [heidi.ulrich@managementtrust.com](mailto:heidi.ulrich@managementtrust.com)