

# EL DORADO ESTATES, L.L.C. SPACE RENTAL AGREEMENT

(Updated 9/28/2021 – Effective 1/1/2022)

This Agreement is made by and between El Dorado Estates, L.L.C., a Delaware Limited Liability Company (hereinafter "Community" or "Landlord") and the undersigned Resident(s) (hereinafter "Resident").

## 1. Int \_\_\_\_\_ HOMESITE

Landlord hereby rents to Resident the following described homesite, upon the terms and conditions set forth in this Agreement:

Name: \_\_\_\_\_

Space No: \_\_\_\_\_ 4525 W. Twain Avenue, Las Vegas, NV 89103

The approximate dimensions of the homesite being rented are \_\_\_\_ feet x \_\_\_\_ feet. Resident and Landlord agree that if the actual dimensions of the homesite are different than the above stated calculation, there shall not be an adjustment in rent.

Resident acknowledges that he/she has inspected the homesite, that the homesite is delivered to Resident under this Agreement in good order and condition, and that the same is accepted in the present condition, as is.

In addition to the space, Landlord also grants Resident a license to the reasonable and shared use of certain limited facilities including swimming pool, spa and clubhouse. Any other facilities or services offered by the Landlord, but not specifically set forth hereunder, are not part of this Agreement and Landlord shall have no responsibility to maintain or continue same. Moreover, before Residents are entitled to a reduction of rent due to an elimination of a service or facility, pursuant to NRS 118B.153, the Landlord must be given a reasonable time to replace the amenity or service.

## 2. Int \_\_\_\_\_ TERM

The term of this Agreement shall be month-to-month commencing on the \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_ and thereafter recommencing on the first day of the following month and terminating at midnight on the last day of the following month.

## 3. Int \_\_\_\_\_ RENT, PAYMENT AND CHARGES

A. The rent for the homesite shall be the sum of SEVEN HUNDRED SEVENTY FIVE Dollars (\$775.00), per month, payable monthly in advance on the first day of each calendar month. The first month's rent may be prorated. The monthly base rent may be increased according to Nevada Revised Statutes 118B.

B. Rent shall be paid by check or money order payable and delivered to El Dorado Estates at the office of the Community or any other location set forth by the Landlord.

C. In the event monthly rent is not paid in full on or before the close of business on the 5th business day of the month when it is due, an additional fee will be charged and added to rent due, in the amount allowed by NRS 118B after the 2nd business day of the month that the rent became due, and continuing until payment in full of the rent and late charges.

D. Partial payment of rent (as defined in this Article and Article 4) will not be accepted by the Landlord and failure to pay the entire amount of rent when due constitutes a breach of the Rental Agreement.

E. A service charge of Twenty-Five Dollars (\$25.00) will be imposed for each check dishonored for any reason. When a check is dishonored upon first presentation, an invoice will be issued for the service charge and any applicable late charges due through the date when good funds are received. Landlord reserves the right to refuse personal checks in the event Resident has two (2) checks dishonored by the bank in a twelve (12) month period.

F. If Landlord is required on more than two (2) occasions in any twelve (12) month period to give notices to pay rent or quit, because of failure by Resident to pay rent when due, such failure to pay rent in a timely manner shall be a violation of this Agreement and Landlord may terminate this Agreement.

G. Resident shall also pay as rent additional monthly charges indicated in Article 4 on or before the fifth business day of each month, including but not limited to water, sewer, trash, yard maintenance, clean up charges and RV storage. Also, any damage to community property caused by resident shall be charged and treated as additional rent.

H. Landlord shall have the option to review Resident rent schedules and make adjustments thereto, as required by sound business practice. In no event shall rent be increased without giving Resident at least a 90-day notice.

#### 4. Int \_\_\_\_\_ **SERVICES AND UTILITIES**

The following are the utilities and services that are available to the Resident and are to be billed as follows:

	Gas	Electric	Water	Sewer	Trash	Cable TV
Pro-Rated			X	X	X	
Billed by Supplier	X	X				X

Landlord may modify the manner of delivery and billing for such services and utilities. Services and utilities that are to be paid to the Community shall be treated as additional rent.

#### 5. Int \_\_\_\_\_ **USE AND OCCUPANCY**

A. The manufactured home and homesite shall be used only for private residential purposes and no business or commercial activity of any sort shall be conducted thereon. Occupancy of the premises shall be limited to two (2) individuals per bedroom plus one (1) or as may be regulated by Nevada or Federal Law. A bedroom is defined as a living space, at least 10' x 10', which is designed for sleeping and which has closet space but does not have plumbing.

B. The names and dates of birth of all persons who are to occupy the manufactured home on a permanent basis are as follows:

- (1) \_\_\_\_\_ DOB \_\_\_\_\_
- (2) \_\_\_\_\_ DOB \_\_\_\_\_
- (3) \_\_\_\_\_ DOB \_\_\_\_\_
- (4) \_\_\_\_\_ DOB \_\_\_\_\_
- (5) \_\_\_\_\_ DOB \_\_\_\_\_

C. Before any person over eighteen (18) years of age, other than the ones listed in this Agreement, shall be permitted to become a resident of the Community, said prospective additional Resident must:

1. Complete an Application for Residency, and pay application processing fee, if any
2. Be accepted by the Community
3. Execute a Rental Agreement or other agreement for occupancy of the premises that must be signed by both the person seeking residency and Community management
4. Execute and deliver to Landlord a copy of the Community's then effective Rules and Regulations

D. If the new resident fails to do any of the foregoing steps or fails to execute the Community's Rental Agreement, he/she shall have no rights of tenancy. Any other occupant of the manufactured home must follow the same procedures to qualify for tenancy.

E. A guest (a person who is not a registered and accepted resident of the Community) may not stay with a Resident more than sixty (60) days in a calendar year unless they register and are accepted by the Community as an additional Resident.

F. Domestic house pets and/or service animals of appropriate size are permitted in this Community. Determination of whether or not a pet is "appropriate size" is at the sole discretion of the Community Manager. Pets are limited to two (2) domestic house pets only, defined as dogs, cats, and birds. Fish tanks are permitted inside the home. Vicious pets, or pets that prove on the basis of their behavior to be vicious, may be cause for termination of this Rental Agreement. Exotic pets (including, but not limited to, pigs, ferrets, iguanas and snakes) are strictly prohibited.

**6. Int \_\_\_\_\_ LANDSCAPING, MAINTENANCE, APPURTENANCES & ACCESSORIES**

A. Resident shall landscape the homesite within sixty (60) days after commencement of the rental term. (Desert landscaping is required. Grass is not permitted.) Resident shall trim, water, care and control the growth of all plants and shrubs, eliminate weed growth and promptly remove dead or diseased shrubs and plants. If wood chips, bark, rocks or pebbles are used as part of the landscaping, Resident shall not permit such ground covering to spread or otherwise disperse into the street, sidewalk or driveway. All plants, shrubs and trees shall become the property of the Community as soon as they are planted. Resident shall maintain plants and shrubs at his sole expense and

responsibility. Trees will be maintained by the Community and may, at the sole discretion of the Management, be trimmed or removed as deemed most appropriate. Any and all new plantings or removals of existing landscaping must be approved by Landlord in writing prior to commencement of said planting or removal.

B. Resident shall maintain the homesite in a clean, attractive and well-kept manner. Resident shall not store, collect or keep upon homesite any materials except standard patio furniture and/or barbecue. No inoperable, unregistered, uninsured or "junk" vehicles shall be stored or parked on the homesite. No boats, recreational vehicles, utility trailers or motor homes shall be stored or parked on the homesite. All concrete, asphalt and other surfaces shall be maintained in good condition and repair, kept clean and maintained free of oil and all other sticky or oily substances.

C. Manufactured homes, skirting, awnings, decks, porches, carports and all other improvements shall be maintained so as to be neat, clean, complete and attractive, and any damage shall be repaired forthwith. Landlord has established a minimum set of requirements for Resident's home. These minimum requirements are set out in the Rules & Regulations (delivered herewith). Resident agrees that his/her home shall be brought to compliance with these minimum requirements within sixty (60) days of occupancy unless approved in writing by Landlord.

D. Accessories must be approved in writing prior to installation or construction. Resident has sixty (60) days from the time of moving into the home to install the minimum accessories. The minimum requirements are set out in the Rules & Regulations (delivered herewith) and may be modified as necessitated by the configuration or dimensions of the homesite.

E. Any modifications, additions, landscape plantings or the like must be submitted to Landlord for approval and said approval must be made in writing.

F. If Resident fails to perform any of his/her obligations under this section or in accordance with the Rules & Regulations, Landlord may issue to Resident a fourteen (14) day Notice of Intent to Charge for Homesite Maintenance. If Resident fails to correct those deficiencies and/or violations as set forth in the notice within fourteen (14) days of receipt of the notice, Landlord may, but is not required to, perform such obligations and Resident shall pay, as additional rent, the actual reasonable cost incurred.

## **7. Int \_\_\_\_\_ DEPOSITS AND FEES**

El Dorado Estates does not require or hold a deposit for occupancy of any homesite.

Although no homesite deposits are required, a clean up deposit may be requested by management prior to use of clubhouse or other Community facilities, and if not left in good condition after use, a fee may be charged to cover actual costs of cleaning or damage repairs.

## **8. Int \_\_\_\_\_ NAMES AND ADDRESS OF OWNER AND AUTHORIZED AGENT**

The owners of the Community, Landlord hereunder, and their duly appointed managers, shall constitute the only persons authorized or qualified to manage Landlord's Community until such time as Resident shall be notified otherwise. Their names and addresses shall be posted in the area of the Community office. The Community owner is: El Dorado Estates, L.L.C., a Delaware Limited Liability Company. All correspondence can be directed to Landlord's authorized agent, Synergised Properties, Inc., 9150 Wilshire Boulevard, Suite 300, Beverly Hills, California 90212-3414.

## **9. Int \_\_\_\_\_ MAINTAINING OR PERMITTING A NUISANCE**

Any person who commits or maintains a public nuisance for which no special punishment is prescribed, or who willfully omits or refuses to perform any legal duty relative to the elimination of such nuisance, or who lets or permits to be used any home or homesite or portion thereof knowing that it is intended to be or is being used for committing any such nuisance, shall be guilty of a misdemeanor in accordance with NRS 202.470.

**10. Int \_\_\_\_\_ PROCEDURE FOR REPORTING NUISANCES OR VIOLATIONS**

A Resident who observes or becomes aware of a nuisance shall first report said nuisance to the Community Manager or Landlord's authorized agent as described above in Section 8. Community Manager or Landlord's authorized agent shall take steps to investigate and eliminate such nuisance. If Community Manager or Landlord's authorized agent fails to take steps to investigate and eliminate such nuisance within a 72 hour period, Resident may report said nuisance to other agencies as may be appropriate without fear of retaliation or recourse. Agencies responsible for elimination of nuisances may include, but are not limited to, Manufactured Housing Division, Clark County Health Department, Clark County Animal Control, Clark County Senior Abuse, and Las Vegas Metropolitan Police Department.

**11. Int \_\_\_\_\_ DISPLAY OF THE UNITED STATES FLAG**

Residents are permitted to fly or display the flag of the United States of America in accordance with NRS 118B.143. El Dorado Estates requires that no flagpole taller than twenty (20) feet be erected or utilized, and that no flag larger than three feet by five feet (3' x 5') be flown or displayed. Display of the United States flag means a flag of the United States that is made of cloth, fabric or paper; displayed from a pole or staff or in a window; displayed in a manner that is consistent with 4 U.S.C. Chapter 1 and the guidelines as directed for proper display and respect of the United States flag. These guidelines are available at the Community office. Torn or shredded flags must be removed promptly.

**12. Int \_\_\_\_\_ ASSIGNMENT, SUBLETTING AND RENTING**

Resident shall not be permitted to assign, sublease or otherwise rent all or any portion of Resident's manufactured home or the space. Resident shall not assign or encumber his/her interest in this Agreement of the Space. No consent to any assignment, encumbrance, sublease or other renting shall constitute a further waiver of the provisions of this paragraph. If Resident consists of more than one (1) person, a purported assignment, voluntary, involuntary or by operation of law, from one person to the other shall be deemed an unapproved assignment within the meaning of this paragraph.

**13. Int \_\_\_\_\_ SALE OF HOME; APPROVAL OF PURCHASER AND SUBSEQUENT RESIDENCE**

A. Resident may sell his/her home at any time pursuant to the rights and obligations of Resident and the Landlord under applicable law. Resident must, however, immediately notify Landlord in writing of the intention to sell his/her manufactured home. Such notification shall be via way of completion of a Notice of Intent to Sell form available from the Community office.

B. The Community may, in order to upgrade the quality of the Community, require the removal of homes from the homesite upon their sale to a third party, or termination of this Agreement in accordance with the Rules & Regulations and applicable state and local law. Further, the

Community may require the new purchaser to upgrade and repair the manufactured home to meet Community standards and be considered habitable under state and local law.

C. If the prospective buyer of the manufactured home intends for the manufactured home to remain in the Community, said buyer must:

1. Complete an Application for Residency
2. Be accepted by the Community
3. Execute a Rental Agreement or other agreement for occupancy of the premises that must be signed by both the buyer and Community management
4. Execute and deliver to Landlord a copy of the Community's then effective Rules & Regulations
5. Provide proof of exchange of ownership through a licensed dealer, or if no dealer is involved in the sale, appear with Seller at manager's office for completion of appropriate documents to facilitate change of ownership.

D. If the buyer fails to do any of the foregoing steps or fails to execute the Community's Rental Agreement, he/she shall have no rights of tenancy. Any other occupant of the manufactured home must follow the same procedures to qualify for tenancy.

#### **14. Int \_\_\_\_\_ RULES & REGULATIONS**

Resident hereby acknowledges that, prior to entering into this Agreement, Landlord delivered to Resident a copy of the Rules & Regulations for the Community related to the use and occupancy of the premises and the Community. The Resident has read and understands and agrees to abide by said Rules & Regulations as they may be amended from time to time by Landlord, with notice to Resident in accordance with the notification requirements of Nevada law, NRS 118B. A copy of the current Rules & Regulations is included with this Rental Agreement, and it is incorporated herein as though set forth in full. Resident and all other occupants and guests shall comply with said Rules & Regulations and the terms of this Rental Agreement. Any breach of said Rules & Regulations shall be treated as a breach of the Rental Agreement and subject to termination proceedings as allowed by Nevada law.

#### **15. Int \_\_\_\_\_ TERMINATION OF TENANCY; ABANDONMENT**

A. The Landlord may terminate this Rental Agreement and demand the Resident vacate the premises for any continuing breach of this Rental Agreement or the Community Rules & Regulations. Any termination must be conducted in accordance with Nevada and local law.

Grounds for termination by Landlord include, but are not limited to:

1. Non-payment of rent or repeated failure to pay rent in accordance with Section 3 of this Agreement.
2. Any conduct that annoys or interferes with other residents' peaceful enjoyment or management's ability to operate the Community.
3. Failure to keep the premises neat and orderly.
4. Any actions that are violations of local, state or federal law that could endanger the peace and quiet enjoyment or safety of other residents of the Community.

B. The Resident may terminate this Rental Agreement and the tenancy created hereunder by giving at least thirty (30) days advance written notice of such termination, specifying the exact date

thereof, to Landlord. Failure to give such notice will obligate Resident to pay rent through the end of the month following date notice is given.

C. Resident agrees to surrender the homesite on expiration or termination in as good a condition as when occupancy first occurred, reasonable wear and tear excepted. Upon expiration or termination of tenancy, landscaping and permanent improvements shall be left intact unless Landlord otherwise requests in writing.

D. As a matter of security, Resident shall not vacate the premises for more than thirty (30) days without prior notice to Landlord. If Resident vacates the premises for more than thirty (30) days without such notice, and fails to pay rent during said vacancy, Landlord may deem this Agreement terminated. Residents who wish to have other persons reside in their home during Resident's absence must obtain written permission from Landlord.

E. A Resident shall be deemed to have abandoned his/her manufactured home if:

1. It is located on a lot in the Community for which no rent has been paid for at least sixty (60) days; and
2. It is unoccupied; and
3. The manager of the Community reasonably believes it to be abandoned.

F. Unless agreed in writing with Landlord to the contrary, any personal property left behind by Resident after Resident vacates his/her homesite shall be deemed forfeited and thus shall become the property of Landlord.

#### **16. Int \_\_\_\_ LANDLORD'S RIGHT TO CLOSE COMMUNITY**

Landlord has the right to terminate this Rental Agreement by giving the Community occupants at least six months written notice and making such payments as are required by Nevada law. Resident acknowledges that Landlord has not represented that the Community will continue to be used as a mobile home park or manufactured housing community for any specified period of time and has not given any assurance that notice of closure of more than six months will be given if the Community will no longer be a mobile home park or manufactured housing community.

#### **17. Int \_\_\_\_ LANDLORD'S RIGHT OF ENTRY**

Landlord shall have a right of entry upon the land upon which a manufactured home is situated for maintenance of utilities, maintenance of premises if Resident fails to do so, and the protection of the Community at any reasonable time, but not in a manner or a time which would interfere with Resident's quiet enjoyment. The Community may enter a manufactured home without the prior written consent of Resident in the case of an emergency or when Resident has abandoned the manufactured home.

#### **18. Int \_\_\_\_ LEGAL FEES**

To the extent permitted by law, if Landlord retains the services of an attorney to successfully enforce any of the obligations of this Agreement or the Rules & Regulations, Resident shall pay Landlord's reasonable attorney fees and costs incurred in connection therewith as approved by the Courts.

**19. Int \_\_\_\_\_ WAIVER**

No waiver by Landlord of Landlord's right to enforce any provisions hereof after any default on the part of Resident shall be deemed a waiver of Landlord's right to enforce each and all of the provisions hereof upon any further or other default on the part of Tenant. The acceptance of rent hereunder shall not be, or be constructed to be, a waiver of any breach of any term, covenant or condition of the party's Rental Agreement or the Community's Rules & Regulations, or shall it reinstate, continue or extend the term of Resident's Rental Agreement or affect any notice, demand, or suit thereunder.

**20. Int \_\_\_\_\_ INSURANCE**

Resident is responsible for protecting his/her personal property. Resident shall obtain, at his/her own expense, a policy including bodily injury, property damage and personal injury of Resident or others or injury or death of any persons suffered on the premises during the term of this Agreement or in any way arising out of the use or occupancy of the premises by Resident or out of any act or omission or alleged condition of the premises. If Resident fails to obtain satisfactory coverage, Resident will assume financial responsibility for any claims that would normally be covered by such a policy.

**21. Int \_\_\_\_\_ MODIFICATION OF RESIDENCY DOCUMENTS**

Landlord may, pursuant to the right granted to it by this Agreement or the Nevada Revised Statutes or any other law now in effect, modify, amend or otherwise change any term, provision, rule or regulation contained in this Agreement, the Rules & Regulations or in any document referred to herein. In the event Landlord does amend this Agreement and/or the Rules & Regulations, said amendment will be instituted in accordance with the notice provisions of the Nevada Revised Statutes. Any person residing or taking residency in the Community will be bound by the amended Agreement and/or Rules and Regulations, whether or not they have signed said amended documents.

**22. Int \_\_\_\_\_ ENTIRE AGREEMENT**

This Rental Agreement and the documents referred to herein constitute the entire Agreement between Resident and Landlord pertaining to the subject matter contained herein and supersedes all prior and contemporaneous agreements, representations and understandings of the parties.

If any provisions of this Agreement or the Rules & Regulations are held to be invalid or unenforceable, that circumstance shall not affect the validity or enforceability of the other provisions hereof.

**23. Int \_\_\_\_\_ RULES AND REGULATIONS; STATUTES**

Resident acknowledges receipt herewith of a copy of the Rules & Regulations and Section 118B of the Nevada Revised Statutes.

DATED: \_\_\_\_\_

DATED: \_\_\_\_\_

\_\_\_\_\_  
Resident Name (Printed)

EL DORADO ESTATES, L.L.C.,  
A Delaware Limited Liability Company

\_\_\_\_\_  
Resident Signature

\_\_\_\_\_  
Authorized Agent

\_\_\_\_\_  
Resident Name (Printed)

\_\_\_\_\_  
Resident Signature

\_\_\_\_\_  
Resident Name (Printed)

\_\_\_\_\_  
Resident Signature

SAMPLE