

JUSTICE COURT, TOWNSHIP OF LAS VEGAS
CLARK COUNTY, NEVADA

1
2 Landlord's
Name: Westland Townhome Villas LLC DBA Townhome Vil
3 Landlord,
vs. Russell Godfrey Greer
4
5 Tenant's
Name: _____
6 Address: 1100 Dumont Blvd Apt 139
7 City,State,Zip: Las Vegas, NV 89169
8 Phone: 801-895-3501
E-Mail: russmark@gmail.com
9 Tenant.

Case No.: 24E018422
Dept. No: Department #: LVJC Civil Evictions

TENANT'S AFFIDAVIT IN
OPPOSITION TO SUMMARY
EVICTION REGARDING
NONPAYMENT OF RENT

Tenant, appearing in proper person, contests this matter under NRS 40.253 as follows:

- 10 1. State the complete address of the rental unit as shown on the notice you received,
11 including city, state, and zip code:
12 1100 Dumont Blvd, Apt 139 Las Vegas, NV 89169
- 13 2. What year were you born? 1991
- 14 3. Do you live on a fixed monthly income from Social Security, veteran's benefits, disability
15 benefits, or other similar program or benefit?
16 No. If no, are you currently employed? No / Yes
 Yes. If yes, what is the source of your fixed income? _____
- 17 4. Has your landlord increased your rent in the past year? No / Yes
- 18 5. Is your landlord claiming you currently owe more than two months in back rent?
19 No / Yes
- 20 6. Did something unexpected or unforeseen happen recently that caused you to fall behind
21 on your rent payments (for example, a large, one-time expense that surprised you, like a
22 car repair; a sudden illness, injury, or medical event; or an unanticipated, temporary loss of
23 income due to a job change or loss of hours)?
24 No.
 Yes. If yes, what happened?
The apartment didn't fix their gate and so a repo came and took my car that I used for work. It took me
25 2 weeks to get a new car (it's a rental), but my apartment refuses to return to our rental agreement,
- 26 7. How many people live in your household? Total number of adults (over 18) 1 and
27 total number of children (under 18) 0
- 28 8. What is the total combined monthly income of all adults in your household?
\$ \$2,000.00 ("Income" includes money from employment, overtime, and tips; pension and
retirement; child and spousal support; government programs like Social Security and unemployment; and all
other sources of income.)

1 9. Do you request to mediate this issue (for residential tenants only)?

2 No.

3 Yes. If yes, answer the following questions:

4 a. I prefer (check one box) an in-person mediation, a telephonic mediation,
5 a video-conference mediation.

6 b. The following tenants will participate in the mediation (check all that apply):

7 Myself

8 Other tenant(s) named (write the names of all tenants who will attend mediation):

9 c. A mediator may contact me/the tenants at the following:

10 i. Best phone number to reach participants: 801-895-3501

11 ii. Best email to reach participants: rusmark@gmail.com

12 iii. Best mailing address: rental property address, other mailing address:

13 1100 Dumont Blvd, Apt 139 Las Vegas, NV 89169

14 iv. I require an interpreter in the following language: _____

15 10. I received a notice stating that I owe rent. I assert the following defenses to that notice
16 (check all that apply):

17 a. I have a pending application for rental assistance submitted to the following
18 organization:

19 Clark County SS

20 b. Landlord refused to participate in my application process for rental assistance.

21 c. I was granted rental assistance, but the Landlord refused to accept rental
22 assistance on my behalf.

23 d. I paid my rent in full.

24 e. I presented payment of my rent in full, but Landlord refused to accept it.

25 f. Landlord accepted partial payment of my rent.

26 g. The rent amount demanded in the notice includes costs or fees that are not periodic
27 rent or late fees.

28 h. Landlord is charging an unreasonable late fee, or a late fee exceeding 5% of
periodic rent.

i. (To raise this defense you must deposit your rent into the court's rent escrow
account.) I gave Landlord written notice describing a habitability problem at my rental
unit. Landlord did not fix, or make a reasonable effort to fix, the habitability problem
within 14 days. Therefore, I am withholding payment of rent.

j. (To raise this defense your rent must have been current at the time you gave
written notice to Landlord.) I gave Landlord written notice of an "essential services"
problem at my rental unit (heat, air conditioning, running or hot water, electricity, gas, a
working door lock, or other essential item or service). Landlord did not fix, or make a

1 reasonable effort to fix, the problem within 48 hours. Therefore, I am withholding
2 payment of rent.

- 3 k. I corrected a habitability problem at my rental unit and am deducting the cost from
4 my rent after giving Landlord an itemized statement. I gave Landlord written notice of
5 the problem, and Landlord did not fix the problem within 14 days after my notice.
- 6 l. Landlord's notice was not served on me as required by NRS 40.280, or the notice
7 did not otherwise comply with Nevada law.
- 8 m. Landlord is discriminating against me in violation of the Federal Fair Housing Act or
9 Nevada law.
- 10 n. Landlord is retaliating against me for having engaged in certain protected acts, and
11 Landlord is in violation of NRS 118A.510.
- 12 o. I am a tenant on property that has been foreclosed upon and sold. The new owner:
13 i. Failed to give the notice of change of ownership required by NRS 40.255(2);
14 ii. Violated NRS 40.255 by failing or refusing to grant me an additional 60 days
15 on the property;
16 iii. Is using the summary eviction procedure in violation of NRS 40.255(1), which
17 requires the formal unlawful detainer procedure under NRS 40.290 to 40.420.
- 18 p. Other defense (*explain below*).

19 (*State the facts and circumstances that support the defenses you checked above:*)

20 Tenant's reason for non-payment is due to Townhome Villa's negligent maintenance of a parking lot
21 gate.

22 The apartment complex failed to fix a defective parking lot gate and thus breached a promise to pay
23 that tenant had set up with the Complex by failing to fix said gate. Their breach of duty allowed a
24 repo to take away tenant's only source of income.

25 *See ADDENDUM to General Defenses*

26 THEREFORE, I request that Landlord take nothing requested in Landlord's Affidavit/Complaint,
27 or alternatively, for a delay in the issuance of an order for eviction.

28 *I understand that as long as the filing of this affidavit is timely, I will receive
notice of any mediation and/or hearing by e-mail and/or regular U.S. Mail.*

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

6/13/2024

(Date)

Russell Godfrey Greer

(Print your name)

/s/ Russell Godfrey Greer

(Sign your name)

CONTINUATION TO TENANT'S AFFIDAVIT/ANSWER
IN OPPOSITION TO SUMMARY EVICTION

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For the past year, tenant has had to do jobs with his car for income. In October, his car alternator went out and left him with little income. It caused him to fall behind on a bunch of bills/rent. That is why his balance is high. In January, his car was fixed. The apartment had been willing to work with him, but his car loan company wasn't sympathetic and put out a repo for his car. He was parking in Lot C, that had a locked gate, so that the repo couldn't get his car. He was also at the same time trying to refinance his car.

Agreed upon weekly payment

On May 8th, the apartment agreed to a \$500 a week payment plan to pay down tenant's balance. EXHIBIT A.

So tenant made a \$1,000 payment towards his rent in May 8th. Tenant was planning on doing this weekly.

Apartment breached the weekly promise

The apartment, however, broke their promise with tenant by not fixing their gate in Lot C to ensure it worked and so a relentless repo got into the parking area and repoed his car and took away income from him that caused a disruption in his weekly \$500 promised payments to the apartment.

Aware of the gate defect

Tenant did not need to write a notice to landlord under NRS 118A.350 since the complex had appeared to be fixing the gate.

The apartment complex was aware of the defective gate and had maintenance people out there supposedly "fixing" the gate. But the gate was never fixed.

In fact, a week before the repo, the complex had sent out an apartment-wide text about "Gate Wise" on May 14th. It was supposed to be a new gate system. Yet a month after that text, the gates are still not fixed and there is no Gate Wise system proving that the complex has negligently maintained the gates. EXHIBIT B.

Landlord's negligence to fix gate the gate was the proximate cause to Tenant's non-performance

Nevada courts have addressed the duty of a landowner to protect against third-party activity. Doud v. Las Vegas Hilton Corp., 109 Nev. 1096, 864 P.2d 796 (1993); Early v. N.L.V. Casino Corp., 100 Nev. 200, 678 P.2d 683 (1984). In Doud, the Nevada Supreme Court stated that a landowner owes a duty to use reasonable care to keep the premises in a reasonably safe condition for use.

CONTINUATION TO TENANT'S AFFIDAVIT/ANSWER
IN OPPOSITION TO SUMMARY EVICTION

1
2
3 In the case of Scialabba, the Nevada Supreme Court found that foreseeability and duty
4 attached to apartment complexes with unlocked entryways because the complex
5 exercised control over the premises and the alleged failure to lock the doors to the
6 vacant apartments created a foreseeable risk. *Scialabba v. Brandise*, 921 P.2d 928 (NV
1996).

7 Most importantly, *Scialabba* held: "While one can argue that the specific type of...
8 activity involved here...may not have been foreseeable, the fact that unsecured vacant
9 apartments allow easy access to unwelcome third parties with nefarious intentions is
10 sufficient to establish a foreseeable risk of harm to the tenants in the building." *Id*

11 Applying the *Scialabba* holding to the present case

12 It is well established in Nevada that repo workers can't enter locked gates to repossess
13 vehicles. See: *Can a Repo Man Enter a Locked Gate? Upsolve. (2023)*
14 (<https://upsolve.org/learn/can-repo-man-enter-locked-gate/>).

15 While Townhomes can argue repossession of their tenant's vehicles "may not have
16 been foreseeable" or as the complex told tenant, "not our problem," the fact that
17 unsecured parking lots allow easy access to repossession agents is "sufficient to
18 establish a foreseeable risk of harm to the tenants in the" complex. *Id*. The harm in this
19 instance is financial harm.

20 Tenant argues that repossession would be foreseeable because 1100 Dumont is in a
21 poorer area and has people struggling financially. It would be reasonable for the
22 apartment complex to assume that tenants rely on their cars to get to work or to use
23 their vehicles FOR work. Townhomes would reasonably provide locked gates to prevent
24 third parties from either vandalizing cars or from repossession agents taking cars.

25 Lease agreement did not include a waiver of not having a functioning gate

26 The Parking Addendum Tenant signed in December 2023 states tenant only holds the
27 apartment blameless for any loss, damage or destruction to his car. (Paragraph 5, Page
28 2 of parking addendum). Exhibit C.

29 This paragraph reads plainly and implies that tenant won't sue for car break ins or
30 spontaneous combustions or a carport falling in on a car.

31 Nothing tenant signed waived away functional gates nor does the lease itself say that
32 gates won't work and that plaintiff risks having a non-functioning gate.

CONTINUATION TO TENANT'S AFFIDAVIT/ANSWER
IN OPPOSITION TO SUMMARY EVICTION

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In fact, one of the reasons plaintiff wanted to move to the apartments was because of the feature of the gate. The apartment complex billed itself as a "gated community".

And if the loss did include repossession, the signed agreement would only prevent tenant from suing for damages of the repossession. The parking addendum didn't waive TownHomes' duty to have a functioning gate.

Townhomes is punishing tenant for their negligence

So because of the apartment's negligence of maintaining the gate to lock, tenant suffered a brief lapse of income and they only have themselves to blame for why tenant wasn't able to pay rent and they are punishing tenant for THEIR mistake.

Tenant offered solutions to the apartment

Tenant had a clergy leader offer to pay the 3 week gap in rent payments and tenant would continue the \$500 promise to pay and the apartment declined the email offer.

Tenant is willing and able to perform the \$500 weekly promise

Tenant is now renting a car and can work. He offered \$500 weekly to resume payment and the apartment declined and would only accept 75 percent of the amount due (\$5,000) in 4 days. Their demand for 75 percent of the balance due in such a short time is unreasonable.

Landlord is discriminating against a disabled tenant

Tenant is disabled. His Face Is paralyzed and is why he can't find a good job, even though he has a paralegal degree. The apartment is not willing to accommodate his situation as a disabled man and not accept their fault with the gate.

He has done everything to rectify this 3 week lapse of payment and the apartment doesn't care and would rather he sleep on a sidewalk.

AAFW

Name: Russell Godfrey Greer
 Address: 1100 Dumont Blvd Apt 139
 City, State, Zip: Las Vegas, NV 89169
 Phone: 801-895-3501
 Email: russmark@gmail.com

**JUSTICE COURT, Las Vegas TOWNSHIP
 CLARK COUNTY, NEVADA**

Westland Townhome Villas LLC DBA Townhome Vil

Plaintiff,

vs.

Russell Godfrey Greer

Defendant.

CASE NO.: 24E018422

DEPT: Department #: LVJC Civil Evictions

Application to Proceed in Forma Pauperis

I am unable to pay the costs of prosecuting or defending this action. I request permission to proceed without paying costs or fees pursuant to NRS 12.015 based on the following:

1. Public Assistance includes Medicaid, Nevada Check Up, SNAP (food stamp assistance), TANF, Low-income energy assistance, Child Care & Development Fund assistance. Please indicate whether or not you receive one or more of the above listed benefits.

- Yes I receive one or more of the above listed benefits.
 No I do not receive any of the above listed benefits

2. Household Members: In my household there are 1 adults (over 18) and 0 children (under 18) for a total of 1 people.

3. Income includes employment (include tips/overtime), unemployment, retirement, pension, social security, child support. Please list all income for household member: *(all numbers should be after taxes are taken out)*:

For each adult in the home, list net monthly income *(after taxes)*:

My total income	\$ \$1,600.00
Household Adult #1	\$
Household Adult #2	\$
Household Adult #3	\$
Household Adult #4	\$
Household Adult #5	\$
HOUSEHOLD TOTAL	\$ \$1,600.00

4. My basic monthly expense include: *Fill out the chart below.*

Rent / Mortgage	\$	1099
Utilities (electric, gas, water, phone, other utilities)	\$	300
Food	\$	200
Child care	\$	0
Medical expenses (health insurance, co-pays, out of pocket expenses)	\$	0
Transportation (bus fare, car, gas, insurance)	\$	400
Other:	\$	
TOTAL		\$ \$1,999.00

5. Other Compelling Reason. Explain why you cannot pay the filing fee.

As I stated in my defense explanation, this happened all at once. I use my car for work. I'm a rideshare driver, but because of the repo, I had to rent a car and I pay \$400 WEEKLY for that, plus gas, before I can make any money. I have spent half of this week trying to figure our my rental situation and so I won't have any spare money to pay a filing fee until Sunday.

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

DATED (month) June (day) 13, 2024.

Submitted By: (Signature) ▶ Isl Russell Godfrey Greer

Printed Name: Russell Godfrey Greer

FOR COURT USE ONLY

Upon consideration of the movant's Application to Proceed in Forma Pauperis, and good cause appearing therefore,

The Application to Proceed in Forma Pauperis is **GRANTED**. The applicant shall be permitted to proceed with fees and costs waived in this action as permitted by NRS 12.015.

The Application to Proceed in Forma Pauperis is **DENIED** for the following reasons:

The applicant is not indigent within the meaning of NRS 12.015

The application was incomplete or not legible.

6/13/2024
Date


Deputy Clerk: J. Cisneros
Justice of the Peace/Clerk of Court

Russell Greer

(Name)

1100 Dumont Blvd, Apt 139, Las Vegas, NV 89169

(Address)

Las Vegas, NV

(City, State, Zip Code)

801-895-3501

(Telephone Number)

russmark@gmail.com

(E-mail Address)

Respondent/tenant

Plaintiff/ Counterclaimant/ Cross-Claimant/

Third-Party Claimant, In Proper Person

JUSTICE COURT, TOWNSHIP OF Las Vegas

CLARK COUNTY, NEVADA

Westland Townhome Villas LLC DBA Townhome Vil

Case No.: 24E018422

~~Plaintiff(s)~~ Landlord

Dept. No.: JC Evictions

vs.

Russell Greer

~~Defendant(s)~~ Tenant

DOCUMENTS IN SUPPORT OF: *(insert name of document you are supplementing)*

Summary Eviction Tenant Answer

OTHER: *(insert title of document)*

DATED this 17th day of June, 2024.

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



(signature)

Russell Greer

(print name)

Plaintiff Defendant Other

In Proper Person

CERTIFICATE OF MAILING

I CERTIFY that on the 17th day of June, 2024, I placed a true and correct copy of the Documents in Support in the United States Mail, with first-class postage prepaid, addressed to the following (*insert name and address of each party in the case*):

Townhome Villas
1100 Dumont Blvd,
Las Vegas, NV 89169

DATED this 17th day of June, 2024.

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



(signature)

Russell Greer

(print name)

Documents in Support of Tenant's Opposition Answer to Summary Eviction

Tenant comes now and supplements his opposition answer with the following documents.

Exhibit A

Exhibit A contains auto shop work proving from 10/2024 to 12/2024 his car was in the shop and is why he initially fell behind on rent.

Exhibit B

Exhibit B contains proof that tenant paid \$2,000 in February towards his rent.

A note: a death in his family caused a delay of a March-April payment.

Tenant tried proposing a payment plan several times and it took until May for the apartment to accept.

Exhibit C

Exhibit C contains the May 8th agreement to pay \$500 weekly to catch up on tenant's late rent.

Exhibit D

Exhibit D contains the \$1,000 tenant paid in May.

Exhibit E

Exhibit E contains email proof from 5-24-24 that tenant asked if the complex towed his vehicle aka his source of income and he later learned it was repossessed.

Exhibit F

Proof that tenant filed an application with Clark County Social Services on May 8th and is working with ULAN (United Labor Association of Nevada) for rental assistance. He also contacted ULAN early May. He is also working with his church (the LDS church) with rental assistance.

Exhibit G

Proof that tenant has told landlord he is disabled and has begged for accommodation. They refuse to work with him.

Exhibit H

Picture proof that the gate is broken and not fixed.

Exhibit A

ENTER

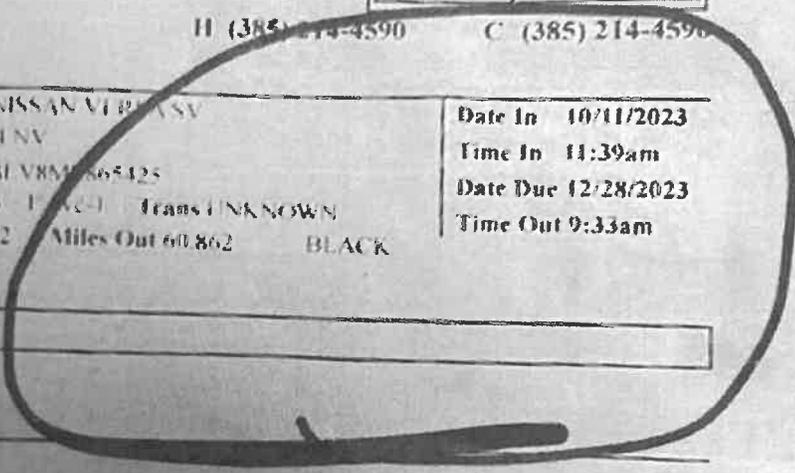
Invoice



Invoice #	5073
Invoice Date	12/28/2023
Customer #	3249
RO #	3832

H (385) 214-4590 C (385) 214-4590

Vehicle 2021 NISSAN VERSA SV	Date In 10/11/2023
Plate # 985SR4 NV	Time In 11:39am
Vin # 3N1CN8LV8M365425	Date Due 12/28/2023
Engine 1.6L I4 FUEL Trans UNKNOWN	Time Out 9:33am
Miles In 60,862 Miles Out 60,862 BLACK	



	HOURS	TECH	PRICE
		DVD	175.00
		DVD	315.00
(ITIVE)		DVD	11.92
		DVD	200.00
OR REPAIRS REFER TO		DVD	-1382.97
PM			
Y)			
ER MANAGER		DVD	-200.00

QTY	PRICE	EXT PRICE
1.00	226.12	

Exhibit B

4:38

LTE 35

< Sent



RUSSELL GREER

4/24/24

To: townhomes@westla... & 3 more >

Promise to pay schedule

Good afternoon,

Attached you will find my proposed promise to pay schedule. I hope this can be agreed on and accepted. You said you allow payment arrangements.

JOINTLY STIPULATED PROMISE TO PAY RENT PAYMENT PLAN

I, Russell Greer (Tenant), and Westland Apartments (Landlord), do jointly stipulate to the following payment schedule to have delinquent rent paid:

April 30th: \$500.00
May 5th: \$500.00
May 12th: \$1,000
May 19th: \$500.00
May 31st: \$1,000.00
June 8th: \$500
June 16th: \$500
June 23rd: \$1,000
June 30th: \$1,000
July 7th: \$1,000
July 14th: \$1,000
July 21st: \$1,000
July 31st: \$500

This payment schedule should get Tenant finally caught up with rent.

Signed this day of April, 24th, 2024

Russell Greer

Westland Corp



Exhibit C

4:42

LTE (33)



7 Messages



Found in Gmail inbox



4006 Townhome Villas

5/8/24

To: Russell Greer >

Promise to pay

Good afternoon Rusell,

We have received your email concerning the 7 -Day notice posted on your door, please be advised that the 7 Day notice generates when you have a past due balance. We are sorry for all the hardships you have encountered and understand that it has been hard for you to catch up to your rent payments. We would like to work with you the best way possible to bring your account current.

We will accept your payment of \$1,000.00 today 05/08/2024

We will accept \$500 weekly payments from now until July 1, 2024 to help you bring your account current.

Please let me know if you have any questions or concerns.

Kind regards,

Adriana

Our mailing address is:

4006 - Townhome Villas
1000 & 1100 Dumont Boulevard
Las Vegas, NV 89169



Exhibit D

4:33

LTE 37

< Inbox Payment Confirmatio... ^ v

AUTHORIZATION CODE

1680646110

PAYMENT TYPE

Visa x3147

PAYMENT NUMBER

1604976767

PAYMENT DATE

May 08, 2024 06:39 PM PDT

4006 - Townhome Villas

Russell Greer

Unit: 1100 Dumont J - 139

1100 Dumont Boulevard C139

Las Vegas

NV 89169

PURCHASE SUMMARY

Payment Amount	\$1,000.00
Convenience Fee	\$35.00
<hr/>	
Amount Paid	\$1,035.00

Shown on Statement as: 4006 - Westland Townhome



Exhibit E

4:10

LTE 26%

< Inbox

3 Messages



Found in Gmail All Mail Mailbox



Russell Greer

5/24/24

To: townhomes@westlandr... & 1 more >

Towing

Hi,

Did you have my car towed? It's no longer in my space.



breanna.ross@westlandre... 5/24/24

Goodmorning Russell, let me contact our...

Found in Gmail All Mail Mailbox



Russell Greer

5/24/24

To: breanna.ross@westlan... & 2 more >

It's a black Nissan. A 2021.

See More



Exhibit F

4:43

LTE 33



1

4 Messages



Found in Gmail inbox



Russell Greer

5/8/24

To: ccssreferrals@clarkc... & 1 more >

Assistance Application

Good afternoon,

Please find attached my application for rent assistance.

Thank you.



Sent from my iPhone



Found in Gmail inbox



CCSS Referrals

5/8/24

To: Russell Greer >



4:43

LTE 33

4 Messages
Assistance Application

Found in Gmail InBOX



CCSS Referrals
To: Russell Greer >

5/8/24

Hello,

In response to COVID-19, The Clark County Department of Social Service has made significant changes to its operations, as a result you may experience a delay in case processing time frames.

Please be advised that applications are processed and assigned in the order received. Once your application has been assigned to a case manager, they will contact you in the order received.

*** If you are in need of a CHAT assessment please go to one of the locations below Monday through Friday, 7:30 am to 5:30 pm.

1. 1600 Pinto Lane Las Vegas, NV 89106
2. 3885 South Maryland Pkwy. Las Vegas, NV 89119
3. 1291 W. Galleria Dr. #170 Henderson, NV 89014
4. 2432 N. Martin Luther King Blvd. Ste. D Bldg. #2 North Las Vegas, NV 89032

***General inquiries to this e-mail are not monitored. If you have any questions or concerns, please contact customer service at 702-455-4270.

Regards,



4:44

LTE 33

4 Messages



Assistance Application



7. 2702 N. Martin Luther King Blvd. Ste. 2000
North Las Vegas, NV 89032

***General inquiries to this e-mail are not monitored. If you have any questions or concerns, please contact customer service at [702-455-4270](tel:7024554270).

Regards,
Clark County Social Service



Found in Gmail Sent Mailbox



Russell Greer

6/1/24

To: ccssreferrals@clarkcountynv.gov

Hi

I was just following up on the application status

Sent from my iPhone

See More



CCSS Referrals

6/4/24

Hello, Please be advised that application...



4:44

LTE 33



2 Messages



Found in iCloud inbox



Russell Greer

5/30/24

To: services@ulan.org >

Rental assistance request

Good morning,

My name is Russell and I have suffered a recent loss of income. I have rent due. I'm actually already behind on my rent.

I'm a ~~licensed driver~~ and back in September, my car's alternator went out. It took two months to get it fixed. Because of that, it caused me to be months behind on my rent.

My apartment has been very accepting and patient, but their patience is waning.

Because of the alternator going out, my car loan fell behind and the car loan place wouldn't work with me and so they repossessed it last week.

My face is paralyzed and it's hard finding



Exhibit G

4:47 🌙

📶 LTE 32

< Sent



Russell Greer

6/10/24

To: 4006 Townhome Villas & 1 more... >

Re: Let's work this out

Hi

I'm still waiting to hear from you about why you're punishing me for your apartments' failure to fix the gates?

I had paid you the thousand dollars. I was working on paying you every week and then my source of income got repoed because the gates didn't work.

So in a way, it's your fault and you have now made it impossible for me to find a new apartment with this eviction filing. I asked you to give me two weeks. But you had to rush to ruin my life. I even offered money

Sent from my iPhone

On Jun 9, 2024, at 1:48 AM, Russell Greer <russmark@gmail.com> wrote:



4:47 🌙

📶 LTE 32

< Sent



Russell Greer

6/10/24

To: 4006 Townhome Villas & 1 more... >

Re: Let's work this out

Hi

I know the car situation isn't your problem, but the gate not being fixed contributed to the problem of why I fell through on the deal.

I can't do 75 percent.

As I said, I'm working again.

I just ask please to give me one last chance to do \$500 weekly. I will get you \$500 by this Sunday and it would lower the amount owed. And I can pay it weekly.

Sent from my iPhone

On Jun 10, 2024, at 4:07 PM, 4006 Townhome Villas <townhomevillaslasvegas@emailrelay.com> wrote:



Exhibit H



Russell Greer

(Name)

1100 Dumont Blvd, Apt 139, Las Vegas, NV 89169

(Address)

Las Vegas, NV

(City, State, Zip Code)

801-895-3501

(Telephone Number)

russmark@gmail.com

(E-mail Address)

Respondent/tenant

Plaintiff/ Counterclaimant/ Cross-Claimant/

Third-Party Claimant, In Proper Person

JUSTICE COURT, TOWNSHIP OF Las Vegas

CLARK COUNTY, NEVADA

Westland Townhome Villas LLC DBA Townhome Vil

Case No.: 24E018422

~~Plaintiff(s)~~ Landlord

Dept. No.: JC Evictions

vs.

Russell Greer

~~Defendant(s)~~ Tenant

Additional

DOCUMENTS IN SUPPORT OF: (insert name of document you are supplementing)

Summary Eviction Tenant Answer

OTHER: (insert title of document)

DATED this 18th day of June, 2024.

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

(signature)

Russell Greer

(print name)

Plaintiff Defendant Other

In Proper Person

CERTIFICATE OF MAILING

I CERTIFY that on the 18th day of June, 2024, I placed a true and correct copy of the Documents in Support in the United States Mail, with first-class postage prepaid, addressed to the following (*insert name and address of each party in the case*):

Townhome Villas
1100 Dumont Blvd,
Las Vegas, NV 89169

DATED this 18th day of June, 2024.

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



(signature)

Russell Greer

(print name)

Additional Documents in Support of Tenant's Opposition Answer to Summary Eviction

Tenant comes now and supplements his opposition answer and his prior documents in support with this additional documents in support.

Exhibit A

Exhibit A shows proof that Townhome Villas is advertising themselves (falsely) as a "gated community" when their gates do not work and their gates not working is tenant's affirmative defense for why he fell through on the stipulated May payment plan, due to the repossession, as shown in the first documents in support document.

They are punishing tenant for their negligence, rather than admit their faults and give tenant a second opportunity to commit to the payment plan to pay down his rent.

Exhibit B

Exhibit B contains clause 24 of the lease, which says landlord will commit to the safety of tenants by following the law. As stated in the Answer, landlord had been working on fixing the gate, but it was never fixed. It still is not fixed.

Laws are either codified in statute or engrained in case law.

Following the Nevada Supreme Court case of *Scialabba*, as cited in the Answer, landlord owed Tenant a duty to secure entryways from third parties. *Scialabba v. Brandise*, 921 P.2d 928 (NV 1996).

With a locked gate, a repo couldn't have taken tenant's source of income (his car), which he was actively trying to refinance on.

Nothing in the lease says that tenant accepts having not functioning gates. To the contrary, tenant relied on the advertising in Exhibit A to have his vehicle protected. Tenant only agreed to not sue for damages.

By landlord's advertising of a gated community, they themselves agreed to have functioning gates. By them not having functioning gates, they breached their contract with tenant by risking his safety and income, which in turn caused him to default on the payment plan.

Tenant has a rental car now, but they won't accept anymore money from him.

Exhibit A

Overview

Reviews

Photos

Directory

amenities, and our great location in Las Vegas.



Photo Gallery

Our Floor Plans

Apply Online

Con

Missing: gate | Show results with: gate

Reviews

Reviews from the web and Google



Questions & answers

Q&A about Townhome Villas



Feedback



Apartment.com

https://www.apartments.com > tow...



Townhome Villas - Apartments in Las Vegas, NV

Our gated community offers studio, one, two, and three bedroom apartments, so there is something for every budget. The complex provide...



★★★★★ (5)



Yelp

https://m.yelp.com > ... > Apartments



Townhome Villas - 1000 Dumont Blvd, Las Vegas, Nevada

Q townhome villas gate

Townhome Villas



- < **About** Contact Amenities Fees and Policies >

About Townhome Villas

Our gated community offers studio, one, two, and three bedroom apartments, so there is something for every budget. The complex provides residents with covered parking, two swimming pools, a barbecue area, and laundry facilities. Each unit features vinyl and carpet flooring, air conditioning, a fireplace for you to cozy up to, walk-in closets, a refrigerator, and a stove. The Boulevard Mall, Las Vegas' most iconic shopping center, is walking distance from our beautiful community. Our residents enjoy a farmers market, new stores, restaurants, and entertainment venues such as archery, escape rooms, and DIY workshops.

You're a block away from the local elementary school with middle and high schools nearby. Public transportation and access to I-15 is a short distance away. Townhome Villas Apartments is perfect for families with the added bonus of countless date nights at your doorstep.

Townhome Villas is an apartment community managed by **Westland Real Estate Group**, located in **Clark County** and the **89169** ZIP Code. This area is served by the **Clark County** attendance zone.

- Tour** Message Call

Exhibit B

when immediate danger to person or property is reasonably suspected; allowing persons to enter as you authorized in your rental application (if you die, are incarcerated, etc.); allowing entry by a law officer with a search or arrest warrant, or in hot pursuit; showing apartment to prospective residents (after move-out or vacate notice has been given); or showing apartment to government inspectors for the limited purpose of determining housing and fire ordinance compliance by us and to lenders, appraisers, contractors, prospective buyers, or insurance agents.

If the Premises or the Building is required by any governmental agency, lender or insurer to undergo repairs or alterations, or in case of other necessary or agreed repairs, Resident agrees to cooperate fully with Owner so that all such repairs or alterations are made in as expeditious or efficient a manner as possible.

Pest Control. If the Premises, Building, or Property are undergoing pest control treatment, Resident agrees to temporarily vacate the Premises for a reasonable period of time for such services to be provided consistent with any instructions provided by the pest control operator. Resident agrees to comply with all preparation instruction sheets related to pest control treatment and to provide access to the Premises so that such services may be performed. Resident agrees to bag, store or dispose of food, clothing, linens, perishables and medications, consistent with the pest control preparation instructions prior to the pest control treatment provider's scheduled treatment of the Premises. Due to the difficulty in attributing cause, Resident agrees that no compensation or rent credit will be due for time away from the Premises, damage to personal property, inconvenience, or damages for exposure of Resident or Residents guests and occupants to pests, for: 1) any time period prior to Owner receiving actual written notice of the presence of a specifically identified pest in Resident's Premises, 2) any period after Resident fails to provide access to the Premises for pest control treatment, or 3) any period after Resident fails to comply with a pest control preparation sheet. Flea, tick or mite fumigation may be billed directly to Resident or against Resident's security deposit.

24. REQUESTS FOR MAINTENANCE & REPAIRS. IF YOU OR ANY OCCUPANT NEEDS TO SEND A NOTICE OR REQUEST—FOR EXAMPLE, FOR REPAIRS, INSTALLATIONS, SERVICES, OR SECURITY-RELATED MATTERS—IT MUST BE SUBMITTED IN WRITING: (1) THROUGH THE ONLINE RESIDENT PORTAL at <https://mytownhomevillasapartments.residentportal.com/>, OR (2) SUBMITTED VIA A SIGNED WRITTEN REQUEST DELIVERED TO THE ONSITE MANAGEMENT OFFICE (except in case of fire, smoke, gas leaks, explosion, overflowing sewage, uncontrollable running water, electrical shorts, or crime in progress). FOR AFTER HOURS EMERGENCIES, PLEASE CALL (702) 560-6832. Maintenance requests will be handled on a priority basis.

In relation to Owner's responsibility for the Premises, Owner will act with customary diligence to:

- (1) maintain fixtures, furniture, hot water, heating and A/C equipment;
- (2) substantially comply with applicable federal, state, and local laws regarding safety, sanitation, and fair housing; and
- (3) make all reasonable repairs, subject to your obligation to pay for damages for which you are liable.

If we violate any of the above, you may exercise your remedies under state statutes. In addition to complying with any other requirements under state law:

- (a) you must make a written request for repair or remedy of the condition, and all rent must be current at the time;
- (b) after receiving the request, we will have the time provided by law to repair, considering the nature of the problem and the reasonable availability of materials, labor, and utilities; and
- (c) if we haven't completed the repair within the time provided by law, you may have certain rights afforded by law to make repairs yourself or terminate your tenancy. If your tenancy is properly terminated, then security deposits and prorated rent will be refunded as required by law.

Owner's written notes on your oral request do not constitute a written request from you. Our complying with or responding to any oral request regarding security or non-security related maintenance matters doesn't waive the strict requirement for written notices from you under this Lease Agreement. You must promptly notify us in writing of: water leaks; electrical problems; malfunctioning lights; broken or missing locks or latches; and other conditions that pose a



JUSTICE COURT, TOWNSHIP OF Las Vegas
CLARK COUNTY, NEVADA

Owner's Name: Westland LLC
Business Name: Townhome Villas LLC
Agent's Name: Breanna Ross
Address: 1001 Dumont Blvd
City, State, Zip: Las Vegas, NV 89169
Phone: 702-757-2195
E-Mail: Townhomes@westlandreg.com

Case No.: 24E018422
Department #: LVJC Civil Evictions

vs. Landlord,

Tenant's Name: Russell Greer
Tenant.

**LANDLORD'S COMPLAINT FOR
SUMMARY EVICTION FOR
NONPAYMENT OF RENT**

Landlord or Landlord's authorized agent states as follows pursuant to NRS 40.253:

1. I am the (check one box) owner or owner's agent of the rental premises located at (insert rental's address, including city, state, and zip) 1100 Dumont Blvd #C139, Las Vegas, NV 89169.

2. The tenancy started on (insert date) 12/27/2022.

3. The amount of Tenant's rent is (insert amount) \$1,109.00 per (check one) month, week, or other (specify) _____.

4. Tenant paid the following deposits (insert amounts): Rent deposit of \$0, security deposit of \$500.00, and cleaning deposit of \$0.

5. Tenant's rent became delinquent on (insert date) 12/01/2023, and Tenant has remained in possession without paying rent since that date.

6. I verified Tenant continued in possession of the rental premises following the expiration of the Notice to Pay Rent or Quit on (insert date you checked rental premises) 06/19/2024.

7. Tenant owes the following amounts:

\$7,086.15 in periodic rent

\$349.65 in late fees

\$7,435.80 TOTAL now due and delinquent.

8. Tenant was served with a written notice to pay rent or quit on (insert date notice served) 06/06/2024 in compliance with NRS 40.280, and a copy of that notice and proof of service is attached or submitted with this complaint.

1 9. Tenant (check one box) did *not* sign a written rental agreement, or did sign a written rental
2 agreement, and a copy of that agreement is attached or submitted with this complaint.

3 10. Tenant's rent (check one box) is *not*, or is subsidized by a public housing authority or
4 governmental agency, and a copy of the Housing Assistance Payment Contract (or "HAP") is attached or
5 submitted with this complaint and I have provided Southern Nevada Regional Housing Authority with a
6 copy of the eviction notice pursuant to 24 C.F.R. § 982.310(e)(2)(ii).

7 11. I do *not* do request to mediate this issue. (Answer the following questions even if you
8 are not requesting mediation.)

9 12. If sent to mediation, I prefer (check one box) an in-person mediation a telephonic
10 mediation a video-conference mediation.

11 13. The following individual has the authority to settle the case and would participate in
12 mediation if mediation proceeds: (check all that apply) myself other individual with authority:
13 (write the names of all the individuals with authority who plan to be at the mediation)

14 Ashley Perez, Nikki Burns, Breanna Ross

15 14. The mediator may contact me/the individual with settlement authority at the following.

16 Phone number: (insert the best phone number for the mediator to make contact)

17 702_757_2195

18 Email: (insert the best email for the mediator to make contact)

19 Townhomes@westlandreg.com

20 Mailing Address: (insert best mailing address for mediator to make contact)

21 (Street Address): 1001 Dumont Blvd

22 (City, State, Zip): Las Vegas, NV 89169

23 15. I am moving for an exemption from a stay of this case due to a realistic threat of
24 foreclosure. The following facts demonstrate that I am facing a realistic threat that the rental property will
25 be foreclosed upon unless I am able to evict the tenant (describe what facts that show the threat of foreclosure):

26 _____
27 _____

1 16. I am moving to rebut Tenant's affirmative defense regarding a pending rental assistance
2 application, based on the following facts: *(describe what facts support your rebuttal to the affirmative defense):*

3 _____
4 _____

5 17. I did *not* did receive a Declaration from the tenant pursuant to the Department of
6 Health & Human Services Centers of Disease Control & Prevention's Temporary Halt in Residential
7 Evictions to Prevent the Further Spread of COVID-19. *85 Fed. Reg. 173 (Sept. 4, 2020).*

8 Tenant has not complied with the obligations of tenants set forth in Chapter 118A of the NRS
9 by defaulting on the rent. THEREFORE, Landlord asks the Court to enter a date for mediation, or
10 alternatively, an Order for Summary Eviction of Tenant.

11 I declare under penalty of perjury under the laws of the State of Nevada that the foregoing is true
12 and correct.

13 06/19/2024
14 *(Date)*

Breanna Ross
(Type or print name)


(Signature)

7-DAY EVICTION NOTICE FOR FAILURE TO PAY RENT

(Para leer la versión de esta notificación en Español, vaya a <https://tinyurl.com/2swxbdtr>)

TO: Russell Greer
Tenant(s) name(s) (First Name, Last Name) and all occupants named tenant(s) only

1100 Dumont Boulevard C139 (385) 214-4590
Property street address Tenant(s) telephone number

Las Vegas, NV 89169 russmark@gmail.com
City, state, zip code Tenant(s) e-mail address

**THIS IS A LEGAL NOTICE THAT STARTS NEVADA'S EVICTION PROCESS.
YOU COULD BE LOCKED OUT WITHOUT A COURT HEARING IF YOU DO NOTHING!**
You have 7 days after 06/07/2024 to take action (not counting weekends and certain holidays).
(Date of Service)

Your landlord claims that you owe rent for the period of (months' rent is owed for) 06/01/2024 to 06/30/2024. Your deadline to act is 7 business days (not counting weekends and holidays) after the date of service listed above. If you do not take action by your deadline to act, the court can order your eviction without a hearing at your landlord's request.

If the court orders an eviction, the Constable will post the eviction order on your door within 24 hours and will return 24 to 36 hours later to lock you out. The eviction order and lockout can happen quickly without any more notice from your landlord or the court.

There are 3 ways you can take action to avoid being evicted and locked out:

1. You can submit an Answer to the court. An Answer is a legal form stating why you disagree with this notice. If you submit an Answer form to the court by your deadline to act, the court will schedule a hearing after your landlord files a complaint for summary eviction.

Submitting an Answer protects you from automatic eviction. You can fill out and submit the Answer form in person at the Las Vegas Justice Court, 200 Lewis Avenue, Las Vegas, NV 89155. You can also submit the Answer online at <https://nevada.tylerhost.cloud/SRL/srl/> or by scanning this QR code (choose "SUMMARY EVICTION: Tenant's Answer"):



2. You can pay the Total Amount of Rent Owed. If you pay your landlord the Total Amount of Rent Owed by your deadline to act, your landlord has no legal basis to evict you for that rent. Your landlord claims that the TOTAL AMOUNT OF RENT OWED (including current and past rent due plus late fees) is:

\$7,395.80

3. You can move out of the property. If you move out of the property by your deadline to act, your landlord has no legal basis to evict you.

(Continued on Page 2)

Rental assistance is available at <https://chap.clarkcountynv.gov>. In the Answer you submit (and at any other point in the eviction case), you can tell the court that you have a pending rental assistance application or that your landlord has refused to accept rental assistance or refused to cooperate to obtain it. The court will decide whether your case must be paused until your application for rental assistance is processed or until a hearing is held for you to prove your landlord's refusal. Your landlord IS NOT IS asking to be exempted from any ~~pa~~use of this case based on a realistic threat that the property will be foreclosed absent eviction.

If your landlord (not the Constable) tries to lock you out of the property or block your entry or cut off an essential service or item required by your lease or Nevada law, you can submit a request to the court and ask the court for help.

The Las Vegas Justice Court has information about rental assistance, mediation, and electronic filing for the Tenant Answer, among other things, on its website at <http://lasvegasjusticecourt.us/>

ISSUED BY: _____
Landlord Name Westland Townhome Villas LLC DBA Townhome Villas
1000 & 1100 Dumont Boulevard Las Vegas, NV 89169

Landlord Address, City, State, Zip Code
(702) 757-2195 townhomes@westlandreg.com

Landlord Telephone Number Landlord E-mail Address

DECLARATION OF SERVICE

On (date of service) 06/07/2024, I served a 7-Day Eviction Notice for Failure to Pay Rent to the following address in the following manner:

(Street address where you served) 1100 Dumont Boulevard C139
(City, state, zip where you served) Las Vegas, NV 89169

(check only one)

- By delivering a copy to Tenant personally.
- Because Tenant was absent from Tenant's residence, by leaving a copy with (name or physical description of person served) _____, a person of suitable age and discretion, AND by mailing a copy to Tenant at Tenant's residence.
- Because neither Tenant nor a person of suitable age or discretion could be found there, by posting a copy in a conspicuous place on the property, AND mailing a copy to the Tenant at the place where the property is situated.

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

06/07/2024 Ashley Perez R-2020-00564 _____
(Date) (Server's Name) (Server's Badge/License #) (Server's Signature)

For the Tenant Answer form and more information about evictions and your rights, visit www.civillawselfhelpcenter.org.

RESIDENTIAL LEASE AGREEMENT

This Lease Agreement is hereby entered into between Townhome Villas (hereinafter "Owner"), which owns the property known as Townhome Villas located at 1000 & 1100 Dumont Boulevard Las Vegas, NV 89169 (the "Property"), and the following person(s) who shall be referred to as the Resident or You:

<u>Russell Greer</u>	<u>03/07/1991</u>	<u>520311694</u>
Full Name	Birth Date	Social Security Number

The terms "You" and "Your" refer to all Residents listed above, and must include each adult who will reside at the Premises. The terms "We," "Us," and "Our" refer to the Owner listed above, Owner's agents, Owner's successors, or Owner's assigns. This Residential Lease Agreement is effective when fully executed by all parties. The Owner's obligation to deliver possession is conditioned on Resident(s) making all payments due at or prior to move-on.

1. RENTAL ADDRESS. Subject to the terms of this Lease Agreement, Resident has agreed to rent Apartment No. 139, at 1100 Dumont Boulevard C139 in Las Vegas, NV, 89169 (the "Premises") for use solely as a private residence.
2. OWNER-MANAGER NOTICES. Written or electronic notice to or from our managers or agents constitutes notice to or from Owner. Resident agrees that notices to Resident may either be deposited in the U.S. Mail, postage prepaid, addressed to Resident at the Premises, personally delivered at the Premises by Owner to Resident, or delivered electronically to the extent not contrary to law. The property is managed by Townhome Villas from the onsite management office located at: 1000 & 1100 Dumont Boulevard Las Vegas, NV 89169. The telephone number of the onsite property management office is (702) 757-2195. The name and address of the person or company authorized to receive service of process, demands, and notices on behalf of Owner is: Corporation Service Company, 112 North Curry Street Carson City, NV 89703. IN CASE OF AN ONSITE EMERGENCY, OWNER'S TELEPHONE NUMBER FOR CONTACTS IS: (702) 560-6832. Information on the location where payments must be submitted is addressed in Paragraphs 3 (Lease Term) and Paragraph 4 (Rent & Charges) below.

If a person other than Owner (identified at the beginning of this Agreement) is listed in this Paragraph as a person who is authorized to manage the premises, this means the Owner has contracted with an agent to manage the Premises on Owner's behalf. Unless otherwise specified in this Lease Agreement, for any obligations Resident has to Owner, Resident shall tender their performance to the agent identified in this Paragraph as the person authorized to manage the Premises.

3. LEASE TERM. The initial term of this Lease Agreement begins on 12/01/2023 ("Lease Start Date"), and ends at midnight on 11/30/2024, at which time this Lease Agreement shall terminate without further notice. Any holding over by Resident after termination shall entitle Owner to initiate legal proceedings to recover possession of the Premises, and Resident will be liable to Owner for daily rental damages equal to the current market value of the unit, divided by 30, in addition to any other damages permitted by law. A "month-to-month" tenancy subject to the terms and conditions of this Lease Agreement shall be created only if Owner accepts rent from Resident thereafter, and if so accepted, the tenancy may be terminated by Resident after service upon the Owner of a written 30-day Notice of Termination. Except as prohibited by law, that month-to-month tenancy may be terminated by Owner without cause by service upon Resident of a written thirty (30) day notice of termination of tenancy.

If the initial term of this Lease Agreement is for one month (i.e., a month-to-month tenancy), either party may terminate this Lease Agreement by giving a written notice of intention to terminate at least thirty (30) days prior to the date of termination. For such a tenancy, if Resident fails to give written notice of his intention to terminate this Lease Agreement at least thirty (30) days prior to the date of termination, Resident shall be liable for all rent due until the expiration of the thirty (30) day time period. For a month-to-month tenancy, no reason is required to be given by either

party for the termination of this Lease Agreement under its stated terms and neither party shall demand a reason. After the end of the initial lease period, if Resident occupies the Premises as a month-to-month tenant, Resident must conform to the thirty (30) day notice time period. In the event that Resident fails to provide a compliant notice at least thirty days in advance of the beginning of the next rental period, Resident will be liable for rent for the number of days until the beginning of the next rental period plus the ensuing full rental period.

Resident agrees to vacate the Premises on or before 5:00 p.m. on the last day of the period for which Resident provided notice of termination of tenancy.

Early Lease Termination. If Resident should move from the Premises prior to the expiration of the initial lease term, or any renewal lease term that is greater than one month, by moving on or before 11/30/2024, Owner will be entitled to a reletting charge, which shall be referred to as an early lease termination fee. The early lease termination fee shall be the sum of \$2,500.00 and shall be payable by Resident to Owner no later than the date the Resident moves from the Premises. Should the Resident move from the Premises prior to the lease end date stated in the Lease Agreement, and the Resident is subject to an early lease termination fee the Resident shall not also be subject to the default damages specified in Paragraph 31 below other than those for damages to the Premises or Property. Resident will be liable for this early lease termination fee if Resident:

- (1) fails to give written move-out notice as required in Paragraph 29 (Military Personnel Clause) and Paragraph 36 (Move-Out Notice); or
- (2) moves out without paying rent in full for the entire lease term or renewal period; or
- (3) moves out at our demand because of Resident's default; or
- (4) is judicially evicted.

The early lease termination fee is not a cancellation fee or buyout fee and does not release you from your obligations under this Lease Contract. It is an agreed-to liquidated amount covering only part of our damages, that is, our time, effort, and expense in finding and processing a replacement. These damages are uncertain and difficult to ascertain – particularly those relating to inconvenience, paperwork, advertising, showing apartments, utilities for showing, checking prospects, office overhead, marketing costs, and locator - service fees. You agree that the early lease termination fee is a reasonable estimate of such damages and that the charge is due whether or not our reletting attempts succeed. If no amount is stipulated, you must pay our actual reletting costs so far as they can be determined. The early lease termination fee does not release you from continued liability for future or past-due rent; charges for cleaning, repairing, repainting, or unreturned keys; or other sums due.

MONTH-TO-MONTH FEE. IF RESIDENT CHOOSES TO STAY PAST THE TERMINATION DATE, THE CONTRACT WILL THEN CONVERT TO A MONTH-TO-MONTH RENTAL AGREEMENT AT THE THEN CURRENT MARKET RATE PLUS A MONTH-TO-MONTH FEE OF \$ 200.

Unavailability. In the event the Premises are not available on the move-in date, please refer to Paragraph 12.

4. RENT, INDEPENDENT AGREEMENT FEES & CHARGES. Unless modified by addenda, Resident will pay \$999.00 per month for BASE RENT, payable in advance of, or no later than, the first (1st) day of each calendar month and without demand at Owner's electronic payment portal, the letus flexible rent payment website (www.let.us), or at any other location by means that Owner designates in writing. Rent is to be made payable to Townhome Villas. Owner's address for payment is 4775 S. Topaz Street, Las Vegas, NV 89121, or any other address designated by Owner in writing.

Pursuant to NRS 118A.150, rent shall mean "all periodic payments to be made to [Owner] for occupancy of a dwelling unit, including, without limitation, all reasonable and actual late fees set forth in the rental agreement." Periodic rent is defined by NRS 118A.125, and for a fixed-term lease or month-to-month tenancy means "the amount of money payable each month." For purposes of this Lease Agreement, rent and periodic rent are used interchangeably, and

include the Base Rent listed above, plus all periodic payments for utilities, appliance rent, pet rent, insurance, and any month-to-month fee (See Paragraph 3) that may apply. Reference in this Lease Agreement to Rent shall generally be deemed to mean periodic rent, unless the context of this Agreement shows a clear intent that by Rent the Lease Agreement is referring to only the base rent. It is understood that to the fullest extent possible all payment obligations under this Lease Agreement shall constitute rent under this Lease Agreement.

MOVE-IN PAYMENT (applicable to **NEW LEASES** only): Owner and Resident acknowledge that the first rental payment of \$999.00, together with the security deposit listed in Paragraph 7, a transfer fee of \$ (if applicable), pet fee of \$ (if applicable), pet rent of \$ (if applicable), appliance rental fee of \$50.00 (if applicable), parking fee of \$ (if applicable), month-to-month fee of \$ 200 (if applicable), insurance payment of \$0.00 (if applicable), and storage fee of \$ (if applicable), for a total payment of \$999.00 must be submitted at the time this Lease Agreement is signed. A credit in the amount of \$0.00 will be applied to Resident's monthly rent as a move-in incentive by Owner. A credit in the amount of \$ 0.00 will be applied to Resident's first month's rent as a move-in incentive by Owner. Both Resident(s) and Owner agree and understand that in the event the Resident(s) vacates the Premises prior to the end of a minimum of **SIX (6) MONTHS** after the Lease Start Date, Resident will be responsible for the immediate repayment of the full amount of any move-in incentive(s) that was originally granted. Should the term commence on a calendar day other than the **1ST** day of the month, Resident shall pay a pro-rated amount of \$999.00 due for the second month's rent.

The second month's partial rent will be prorated on the basis of a thirty (30) day month and will be due in advance on the **FIRST (1st)** day of the second (2nd) calendar month of possession of the Premises. **PRORATION: \$999.00 DIVIDED BY 30 DAYS = \$33.30 PER DAY X 30 PRORATED DAYS = \$999.00 DUE.** Any pet rent, appliance rental fee, parking fee, and insurance payment identified above, all of which are monthly fees are separate charges that will also apply, but will be pro-rated for the second rental payment, as will any recurring concession.

³ RG

RENEWAL PAYMENT (applicable to LEASE RENEWALS only): Owner and Resident acknowledge that for this renewal lease, rental payments of \$999.00, pet rent of \$ (if applicable), appliance rental fee of \$ 50.00 (if applicable), parking fee of \$ (if applicable), month-to-month fee of \$ 200 (if applicable), insurance payment of \$ 0.00 (if applicable), and storage fee of \$ (if applicable), for a total payment of \$1,099.00 must be paid each month. A credit in the amount of \$ will be applied to Resident's monthly rent as a Renewal incentive by Owner. A credit in the amount of \$ will be applied to Resident's first month's rent as a Renewal incentive by Owner. Both Resident(s) and Owner under this agreement, agree and understand that in the event the Resident(s) vacates the Premises prior to the end of a minimum of SIX (6) MONTHS after the Renewal Lease Start Date, Resident will be responsible for the immediate repayment of the full amount of renewal incentive(s) that was originally granted. Rent for any partial month shall be prorated at the amount of 1/30th of the monthly rent per day.

TYPICAL PERIODIC RENT CHARGES (applicable to all leases after Move-In Payment or Renewal Payment): Otherwise, Resident must pay rent on or before the first (1st) day of each month (the "due date") with no grace period. Resident must not withhold or offset rent unless authorized by statute. Owner may, at our option, require at any time that Resident pay all rent and other sums in the form of a certified check, cashier's check, or money order. At Owner's discretion, we may convert any and all checks via the Automated Clearing House (ACH) system for the purpose of collecting payments. Rent is not considered accepted, if the payment/ACH is rejected, does not clear, or is stopped for any reason. Upon Resident's request, Owner will provide Resident with a signed receipt for all payments, which receipt may be provided electronically. Those charges will be as follows:

* Resident(s) must provide proof of liability insurance or pay a \$10/monthly fee.

Base Rent:	\$999.00
Utilities:	\$ 50.00
Furnishing/Appliance:	\$ 50.00
Pet Rent:	
Insurance Fee:	\$ 0.00 / \$0*
Month to Month Fee:	\$ 200
Less: Monthly Concession(s):	\$ 0.00
Total Monthly Rent:	\$1,099.00

INDEPENDENT AGREEMENT FEES:	DEPOSITS/ONE-TIME FEES:	
Parking:	Deposit: Security:	
Storage:	Deposit: Holding Fee:	\$ 0.00
	Deposit: Remote:	
	Fee: Application:	\$ 55.00
	Fee: Pet(s):	
	Fee: Transfer:	
	Move-In Concession:	\$ 0.00

You agree to pay the Independent Agreement Fees listed in this Lease, but understand that such services are governed by a separate agreement that is not part of the Lease. Such services are only offered to Residents with a current, valid lease, and are provided consistent with the provisions contained in the independent parking or storage agreement as applicable. In the event that this Lease is terminated for any reason, the independent parking and/or storage agreement will also terminate at the same time. Resident may terminate an independent agreement prior to terminating this Lease Agreement without any effect on this Lease, and any changes to an independent agreement will not be deemed a change in periodic rent charges or a change in services offered under this Lease.

If Resident doesn't pay rent on time, Resident will be delinquent and all remedies under this Lease Agreement will be authorized. Owner will also have all other remedies permitted by law for such a violation.

5. **PAYMENTS.** Resident is required to pay all rent in full on a monthly basis in one payment. Owner may apply any payment made by Resident to any obligation of Resident to Owner notwithstanding any dates or other direction from

Resident that accompanies any such payment. Typically, payments will be applied to the earliest outstanding charges first and in the following order: legal fees, insufficient funds (declined payment) fees, late fees, maintenance charges, miscellaneous charges and finally rent. Any attempt by Resident to allocate a payment in any other way shall be null and void, including the use or application of a restrictive endorsement or limitation on any check or other payment. Owner's acceptance of a partial payment shall not constitute a change of this Lease Agreement; nor will Owner's acceptance of partial payment forfeit Owner's right to collect the balance due or limit any other remedy available under this agreement, or by law. All sums other than rent are due upon Owner's demand, shall be deemed additional rent, and shall be constitute part of Resident's rent obligation during the calendar month after the sum is incurred. After the due date, Owner does not have to accept the rent or any other payments.

In the event of roommates, or any other form of multiple occupancy, Resident understands and agrees that rent shall be paid with a single payment and that it is up to Resident to collect individual checks or other payments in order to submit a single rent payment. All Residents, whether in actual possession of the Premises or not, are individually responsible and liable for payment of all rent, damages, or other financial obligations during the term of this Lease Agreement. If one Resident vacates the unit prior to the end date of this Lease Agreement that vacating Resident's financial obligation remains in effect for the duration of this Lease Agreement, unless the remaining Resident(s) are approved to enter into an add/drop addendum to the lease agreement that removes the vacating Resident.

If Owner has provided written authorization to make payment by mail, Resident bears the risk of loss or delay of any payment made by mail and Owner must receive mailed rent payments on or before the due date, except as otherwise provided by law. In absence of a prior written agreement or state law compliant acknowledgment, Owner will accept rent payments only from the Resident, and will not accept a rent payment from any person whose signature is not on this Lease Agreement. Landlord may require a separate signed agreement or separate signed state law compliant acknowledgment for each rent payment made by a third party. Rent tendered by a non-resident (anyone who has not signed this Lease Agreement) shall be deemed rent tendered on behalf of Resident only and not on behalf of the non-resident. Should the owner elect to accept a payment that does not comply with this Paragraph, this shall not be construed as a waiver of this provision. If Resident pays online or by direct deposit, such payment shall be deemed to come from Resident regardless of the source of the payment. Payment online or by direct deposit may be rejected or returned by Owner during the pendency of any legal action, or in anticipation of legal action. Failure or refusal by Resident to cash Owner's rent refund check shall not defeat Owner's rejection of the rent being refunded.

Changes to Payment Method. The Owner may refuse certain payment methods listed in Paragraph 4: Rent & Charges, as the form of payment to cure: 1) a notice to pay rent or quit, 2) notice to perform conditions or quit, 3) a check passed on insufficient funds or dishonored funds for any other reason, or 4) a stopped payment, and Owner may refuse certain methods for future rent payments thereafter.

Notwithstanding the provisions above, the Owner may demand or require cashier's checks or electronic payments as the exclusive form of payment of rent or security deposit if the Resident has previously attempted to pay Owner with a check drawn on insufficient funds or the Resident has stopped payment on a check, draft, money order or electronic payment. If Owner chooses to demand or require a cashier's check or electronic payment under these circumstances, Owner shall give the Resident a written notice stating that the payment instrument was dishonored and inform the Resident that the Resident shall pay by a cashier's check or electronic payment for a period determined by Owner, not to exceed three months, and attach a copy of the dishonored instrument, or electronic notice, to the notice requiring a change in payment method.

6. OCCUPANT(S), GUEST(S) AND USE OF PREMISES. The Premises will be occupied only by You and the following persons (list all other residents not signing the Lease Agreement):

Name: _____ Date of Birth: _____

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No one else may occupy the Premises, or any part thereof, without Owner's prior written consent hereon. The premises shall be used by the 1 above-listed residents and occupants as a dwelling for residential purposes only and for no other reason. No retail, commercial, or professional use of the premises shall be made, unless such use conforms to applicable zoning laws and the prior written consent of Owner is obtained in advance of such proposed use. As a condition of granting such permission, Owner may require that Resident obtain additional liability insurance for the benefit of Owner.

Except as otherwise provided by prior written agreement, any person who is not listed as a Resident or Occupant on this Agreement is a Guest. No more than two (2) persons may stay at the Premises as overnight Guests at any one time. A Guest may not stay at the Premises for more than five (5) consecutive days or nights, or more than a total of ten (10) days or nights in a 12-month period, without Owner's prior written consent. Resident agrees to pay additional rent in the amount of One Hundred Dollars (\$100.00) per month for each Guest staying at the Premises in excess of five (5) consecutive days with Owner's written approval. If any Guest is found to be staying at the Premises in excess of five (5) consecutive days, or a total of ten (10) days per year, without Owner's written approval then Resident will be considered to have caused a material breach of this Lease Agreement. At the discretion of Owner, Guests who overstay this limit may be required to go through the application process, and if approved, must sign an addendum that adds the Guest as a Resident to this Lease Agreement. Acceptance of additional rent or approval of guests in excess of five (5) consecutive days shall not waive any requirement of this Lease Agreement nor convert the status of any such person into that of a Resident. Resident is responsible for all conduct, including any violation of this Lease Agreement, by Resident's Guests.

7. SECURITY DEPOSIT. The total security deposit at the time of execution of this Lease Agreement for all Residents in the Premises is \$500.00, due on or before the date that this Lease Agreement is signed. Resident shall not use the security deposit to pay any month's rent. If Owner applies any portion of the security deposit to repair damages prior to the termination of this Lease Agreement, Resident agrees to immediately replenish that security deposit. Owner may require Resident to increase the security deposit by a percentage equal to the percentage of any rent increase at the time the rent increase is requested. Owner may withhold from the security deposit only such amounts as are reasonably necessary to remedy Resident defaults including, but not limited to, the following:

- (a) defaults in the payment of rent;
- (b) to repair any damage to the Premises or Property caused by Resident, exclusive of ordinary wear and tear;
- (c) to clean the premises, if necessary, upon termination of the tenancy in order to return the Premises to the same level of cleanliness it was in at the inception of the tenancy;
- (d) to restore, replace, or return personal property or appurtenances, exclusive of ordinary wear and tear, including but not limited to one more or keys, remotes, or lock replacement fees due to keys or remotes that were not returned; and/or
- (e) any legal fees and costs permitted by law.

Resident agrees Owner's agents or employees may perform any cleaning, maintenance and repair which may be reasonably required to restore the Premises to such condition and the Security Deposit may be used to pay all related costs. If the deposit is not sufficient at the termination of the lease, Resident acknowledges that the additional costs will be billed to Resident and that such costs will be due immediately upon receipt of a statement of amount due. Resident shall not be entitled to receive any interest or profit on the security deposit and Resident agrees Owner may co-mingle such deposits with other assets or retain any earnings. In situations where less than all Residents are vacating, it is up to the remaining roommate(s) to refund any portion of the Security Deposit to vacating roommates per their own private agreement. The full Security Deposit will remain on file for the duration of the contract. Partial payments will not be issued to vacating roommates.

8. LATE FEES AND INSUFFICIENT FUNDS. All rent payments not paid on the FIRST (1st) day of each calendar month are late. If Resident does not pay all rent on or before the FIFTH (5th) calendar day of the month by 5:00 pm,

Resident will be required to pay Owner late charges consistent with state law, which late charge will be 5% of your total monthly rent payment. Owner reserves the right by law not to accept any late rent payment, and/or partial payment, after the expiration of a "7 Day Notice to Pay Rent or Quit." Resident agrees to pay the sum of Forty Dollars (\$40.00) for costs incurred for issuance and service of any "7 Day Notice to Pay Rent or Quit."

If Resident passes a check on insufficient funds, or has an electronic payment rejected, Resident will be liable to Owner for the amount of the payment and a service charge not to exceed \$50, plus late fees from the due date until we receive acceptable payment. Payment of such amounts and the underlying obligation shall be paid within 24 hours after a demand for payment by telephone, in person or by written notice. If Resident's payment is passed on insufficient funds, Owner shall specify the method of payment that is acceptable for the replacement payment, insufficient fund fees, and late fees, and may demand that such payment be made by electronic fund payment, bank cashier's check, or money order at Owner's sole discretion. If more than one payment is passed on insufficient funds, Owner will have sole discretion to specify the method of payment that is acceptable for the remainder of the Lease Agreement term.

9. UTILITIES. Resident agrees to pay for all utilities, related deposits, and any charges, fees or services on such utilities, if any, made payable by or based upon occupancy of the Premises by Resident, except: water/trash/sewer. Resident shall have all other utilities connected in Resident's name at all times during the tenancy to the extent that use of a particular utility is required by tenant. Disconnection of utilities prior to the end of the lease term or renewal period due to non-payment, or otherwise, is a material violation of this Lease Agreement. Cable channels that are provided may be changed during the lease term if the change applies to all residents at the Property. Utilities may be used only for normal household purposes, must not be wasted, and may not be utilized for any business or commercial use. Resident shall not use common area utilities (such as water or electricity) for the Resident's personal use, without prior written permission from Owner. If any utilities are submetered for the Premises, or prorated by an allocation formula, Owner will provide an addendum to this Lease Agreement designating the charges that apply. If Resident fails to pay any utility charges assessed in connection with the use of utility services, then Owner may pay these utility assessments and require reimbursement from Resident. Owner shall in no event be liable for any interruption or failure of utility services required to be furnished by Owner to the Premises or any damage directly or approximately caused thereby. It shall be the Resident's responsibility to install adequate electrical surge protector devices on any and all personal electrical equipment and Owner will not be liable for any damage or loss to any items damaged by electrical surges.

10. INSURANCE. Owner does not maintain insurance to cover Resident's personal property or personal injuries. Owner is not responsible to any resident, guest, or occupant for damage or loss of personal property or personal injury from (including but not limited to) fire, smoke, rain, flood, water and pipe leaks, hail, ice, snow, lightning, wind, explosions, earthquake, interruption of utilities, theft, hurricane, negligence of other residents, occupants, or invited/uninvited guests or vandalism unless otherwise required by law. We urge you to get insurance for losses to your personal property or injuries, with coverage for theft, fire water damage, pipe leaks, and other similar perils. Resident is not co-insured by Owner and is expressly excluded from coverage under any insurance policy held by Owner which is now in effect or that may become effective during the term of this Lease Agreement. Resident's own insurance will cover Resident's losses to Resident's personal property or injuries due to theft, fire, water damage, pipe leaks or similar events. All Residents are encouraged to obtain renter's liability insurance, and at a minimum, Owner requires Resident to obtain personal liability and personal property insurance coverage, which insurance shall be deemed to benefit both the Owner and Resident.

Resident is required to purchase renter's insurance for the benefit of Owner and the Resident throughout the duration of the tenancy as specified below, and Resident must provide proof of such coverage prior to occupying the Premises and upon Owner's subsequent demand. Failure to maintain personal liability insurance throughout your tenancy, including any renewal periods and/or lease extensions, is an incurable material breach of this Lease Agreement and may result in the termination of tenancy and eviction and/or any other remedies as provided by this Lease Agreement or state law. Resident's insurance coverage must conform to the following:

- (1) A policy with a minimum of \$100,000.00 in personal liability insurance coverage, and \$10,000 for personal property insurance coverage, for each occurrence;
- (2) The policy must provide for both Owner's indemnity and defense;
- (3) The Premises listed above must be listed as the location of the Resident insured;
- (4) Owner is listed as a Certificate Holder (i.e., a person entitled to proof of insurance);
- (5) The carrier must provide 30-days' notice of cancellation, non-renewal or material change in coverage to the Owner; and
- (6) Resident must obtain insurance prior to occupancy.

In addition, Owner urges all Residents, and particularly those residing in areas near rivers, areas near drainage channels, and areas prone to flooding, to obtain flood insurance. Renter's insurance may not cover damage to your property due to flooding. A flood insurance resource which may be available includes the National Flood Insurance Program managed by the Federal Emergency Management Agency (FEMA).

If Resident fails to purchase liability insurance coverage or allows the policy to lapse, Resident agrees that **RESIDENT'S PERSONAL PROPERTY WILL NOT BE INSURED IN ANY WAY, AND RESIDENT, AS WELL AS ANY GUESTS OR VISITORS OF RESIDENT, WILL NOT BE INSURED FOR ANY BODILY INJURY CLAIM.**

11. FINES, PENALTIES & REIMBURSEMENT. Resident must promptly reimburse Owner for loss, damage, government fines, or cost of repairs or service in the apartment community due to a violation of this Lease Agreement or rules, improper use, or negligence by you or your guests or occupants. If any such fines or costs are levied against Owner, Resident agrees to pay such fines or costs attributed to Resident's tenancy or the conduct of Resident, Resident's guests, or others at the Premises due to Resident, upon receipt of an invoice from Owner. In the event that Owner has already paid fines or costs levied against Owner as of the date Resident is notified of the levy against Owner, Resident shall, within five (5) days of Owner's written demand therefore, reimburse Owner for the entire sum paid. The obligation to pay fines and costs assessed against Owner may be in addition to any assessed directly against Resident.

Specifically, related to reimbursements, Owner is not liable for — and Resident must pay for — repairs, replacement costs, and damage to the following that result from your or your Guests or Occupants' negligence or intentional acts, including: (1) damage to doors, windows, or screens; (2) damage from windows or doors left open; (3) damage from wastewater stoppages caused by improper objects in lines exclusively serving your Premises, or (4) charges assessed under paragraphs 13 (Keys), 14 and Addendum (Satellite Dishes), 24 (Requests for Maintenance and Repairs – when Resident misses appointment or Resident alters wiring), 25 (Care, Cleaning and Maintenance – Resident, Guest or Occupant caused need for repairs, including but not limited to plumbing stoppages), and Paragraphs 37 & 38 (charges against Resident's security deposit at the time of move out for damages caused by Resident(s), Guest(s) or Occupant(s) in excess of ordinary wear and tear). Such reimbursements are required when due to the Resident's, Guests' or Occupants' acts, and reimbursement will not be sought when due to Owner's negligence or a Court has determined that the cause of the damage(s) resulted from Owner's failure to provide habitable premises. Otherwise, Owner reserves the right to require payment at any time, including advance payment of repairs for which you're liable. Payment is due five (5) days from receipt of the invoice from Owner. Any delay in demanding sums you owe is not a waiver.

Resident acknowledges that Owner may also impose fines and penalties as specified in the other Paragraphs of this Lease Agreement (e.g., the fee for passing a check with insufficient funds in Paragraph 5 or the unauthorized guest fee in Paragraph 6). In addition, Resident acknowledges that Owner may impose fines or penalties for the following:

- Tampering with fire alarm, fire extinguishers, or fire suppression equip. - \$100.00 + any local fire dept fine
- Patio Violation (trash, improper storage, furniture, sun shades) - \$50.00
- Grill Violation (use or storage of grill on premises) - \$250.00

- Unauthorized Pet Violation - \$300.00
- Satellite Dish Violation (unauthorized placement on exterior/roof) - \$200.00 + cost of removal

Such fees will be considered due immediately, and shall be considered Rent, along with the other periodic monthly rent charges, the month after such penalties and fees are incurred.

12. **DELAY OF OCCUPANCY.** If occupancy is or will be delayed for construction, repairs, cleaning, a previous resident's holding over or other cause not with the control of Owner, then Owner will not be responsible for the delay, except as otherwise provided by law. The Lease Agreement will remain in force subject to: (1) abatement of rent on a daily basis during delay; and (2) the right to terminate the Lease Agreement as set forth below. Termination notice must be in writing. After termination, you are entitled to a refund of all deposit(s), fees, charges, and any rent paid. Rent abatement or lease termination does not apply if the delay is for cleaning or repairs that don't affect the habitability of the Premises or prevent you from occupying the Premises. If Owner is unable to deliver possession for a reason not in Owner's control, either party may terminate this Lease Agreement by giving the other party at least five (5) day's written notice; otherwise, if Owner is unable to deliver possession for a reason within Owner's control, you may terminate the Lease Agreement by giving Owner at least five (5) day's written notice.

13. **LOCKS & KEYS.** You will be provided apartment key(s), mailbox key(s), laundry keys, gate keys, pool keys, and remotes as applicable, based on the amenities available at Townhome Villas. The number of keys and remotes provided will be separately recorded on an Access Device Receipt at the time you are first provided access to the Premises. At that time, Resident agrees to certify that Resident has inspected the Premise and all doors, windows, locks, latches and other hardware related to obtaining access to the Premises have been found to be in proper working order and good repair, or if any defects are found they will be annotated on that receipt and the sheet will be certified after the required repairs have been made. If needed, additional keys may be requested from Owner, but there will be a charge. Keys to the Premises are the exclusive property of Owner. All keys must be returned to Owner when Resident vacates. Resident shall be charged the greater of \$50.00 for the cost of new locks, keys and remotes; or the actual costs of replacing the locks, keys and/or remotes; if all keys, locks, and remotes are not returned.

You may at any time ask us to change or rekey locks or latches during the Lease term. We must comply with those requests, but you must pay for them, unless otherwise provided by law. Resident agrees not to add or change any lock, alarm system or device, or camera to the rented Premises without Owner's prior written consent. Damages caused by inaccessibility due to an addition or change of such devices or other barriers to entry of the Premises will be charged to Resident.

In the event that any keys to the Premises or related to the Property are lost or consigned, Resident shall be liable for the entire cost of all key and lock replacement, at the discretion of Owner, as required for the security of the Premises, the Property and its occupants. This may include the costs of re-keying locks for any portion of the building where Resident is located if Owner, at Owner's sole discretion, deems such an action necessary. Resident should take care not to lock himself/herself out of the Premises. If Owner is required to assist any Resident in gaining entry to the Premises, Resident will be required to show proper identification documents and may be assessed a charge for the actual costs, including out of pocket expenses, incurred by Owner and Owner may require Resident to contract with a professional locksmith. Outside normal business hours, including on weekends and holidays, if Resident has locked himself/herself out of the Premises, Resident will be responsible for hiring a locksmith at Resident's own expense in order to regain entry and prevent any damage to the locks on the Premises.

14. **CONDITION AND ACCEPTANCE OF PREMISES.** Resident has inspected the Premises and any equipment, and has found them to be satisfactory. All plumbing, heating and electrical systems are operative and deemed satisfactory. Owner disclaims all implied warranties. Resident will be given a Move-In/Move-Out Inventory and Condition form on or before move-in. Resident must note on the form all defects or damages, and then sign, date and return the form to Owner's representative at or prior to the time of move in.

Unless authorized by statute or by Owner in writing, Resident must not perform any repairs, painting, wallpapering, carpeting, electrical changes, or otherwise alter Owner's property. No holes or stickers are allowed inside or outside the Premises. But Owner permits a reasonable number of small nail holes for hanging pictures on sheetrock walls and in the grooves of wood-paneled walls, unless Owner's rules state otherwise.

No water furniture, washing machines, additional phone or TV-cable outlets, additional phone or TV-cable inside wiring, alarm systems, or lock changes, additions, or rekeying is permitted unless statutorily allowed or Owner has consented in writing. Resident agrees not to install or affix cameras anywhere on the Property, including but not limited to immediately outside of Resident's Premises, such as video door bells, security cameras, or any other such devices. Resident will not install any awnings, screen doors, or shade devices to the exterior of the Premises without Owner's prior written consent.

Resident may install a satellite dish or antenna provided it is installed in Resident's private rented space, complies with reasonable restrictions allowed by federal law, and it is installed in a manner consistent with Owner's policies, including submission of a written request prior to installation.

The consent request regarding proposed alteration to inside wiring on installation of satellite dishes/antenna shall include the name, address, and telephone number of any new telecommunication provider, the proposed date of installation, and plans for that installation. Tenant agrees to pay all costs resulting from the alteration and agrees to pay to Owner any costs associated with restoring the inside wiring to the condition at the time of move-in, except for reasonable wear and tear. Tenant acknowledges that the roof and exterior of the building are not part of Resident's private rented space, any equipment installed on a building roof or exterior will be removed without any further notice, and Owner will not be responsible for such equipment.

Resident agrees not to alter, damage, or remove Owner's property, including alarm systems, smoke and carbon monoxide detectors, furniture, telephone and cable TV wiring, screens, locks, and access control devices. When Resident moves in, Owner will supply light bulbs for fixtures we furnish, including exterior fixtures operated from inside the Premises; after that, Resident will replace them at Resident's expense with bulbs of the same type and wattage. Resident's improvements to the Premises (whether or not we consent) become Owner's unless we agree otherwise in writing. Resident shall hold Owner harmless and indemnify Owner as to any mechanic's lien recordation or proceeding caused by Resident or related to Resident's conduct.

15. PARKING. To the extent a specific parking agreement exists between the parties, see the separate Parking Agreement Addendum for additional unit specific information, however, even when a separate agreement applies the following terms shall operate in conjunction with that agreement. Owner may regulate the time, manner, and place of parking cars, trucks, motorcycles, bicycles, boats, trailers, and recreational vehicles by anyone. Resident shall only use assigned parking spaces to the extent that assigned parking spaces are provided onsite, and shall ensure that guests park only in unassigned areas or designated guest parking areas. The parking area may not be used for storage. Resident may not use any parking space to wash or repair vehicles, to change oil in vehicles or for any purpose other than parking. Resident may not park any vehicle on the Property if such vehicle leaks or discharges any fluids. Resident agrees that motorcycles are not allowed on sidewalks, landscaped areas, common areas, decks, balconies, or inside any building. Resident agrees to move any vehicle and cooperate fully with Owner so that any repairs or alterations to parking or other areas can be made in as expeditious and efficient manner as possible.

Owner may have unauthorized or illegally parked vehicles towed under an appropriate statute. A vehicle is unauthorized or illegally parked in the apartment community if it: (1) has a flat tire, lacks an engine, transmission, doors, windshield or major part necessary to operate safely on highways or that render it inoperable; (2) is on jacks, blocks or has wheel(s) missing; (3) has no current license plate or current inspection sticker, or a vehicle's owner fails to provide proof of insurance or current registration to the onsite office; (4) takes up more than one parking space; (5)

belongs to a resident or occupant who has surrendered or abandoned the Premises or who has been ordered to vacate by any appropriate authority; (6) is parked in a marked handicap space without the legally required handicap insignia; (7) is parked in space marked for manager, staff, or guest at the office; (8) blocks another vehicle from exiting; (9) is parked in a fire lane or designated "no parking" area; (10) is parked in a space marked for other resident(s) or unit(s); (11) is parked on the grass, sidewalk, or patio; (12) blocks garbage trucks from access to a dumpster; (13) belongs to a resident and is parked in a visitor or retail parking space; or (14) is a recreational vehicle, boat, or trailer parked in a passenger vehicle space. Such vehicles may be towed at Vehicle owner's expense.

16. **STORAGE POLICY.** No storage outside of Resident's dwelling unit is authorized, permitted, or provided under this Lease Agreement, including on Resident's entry, patio, balcony or any other outdoor space. Resident agrees to keep personal property inside Resident's dwelling unit, unless Owner has expressly agreed otherwise in writing in an addendum to this Agreement. Bicycles may only be parked in assigned areas or kept inside the dwelling unit. Resident shall not store gasoline, cleaning solvent or other flammable liquids in the Premises.

17. **SMOKING & MARIJUANA POLICY.** Owner shall not be required to take steps in response to smoking. Resident acknowledges that Owner has not designated non-smoking areas on the Premises, and that Owner is not responsible to render buildings and premises any safer, more habitable, or improved in terms of air quality than any other rental premises. Resident acknowledges that smoking includes the use of e-cigarettes or vaping, and the term "smoke" includes vapor from e-cigarettes or other vaping devices.

Owner specifically disclaims any implied or express warranties that the building common areas or Resident's premises will have any higher or improved air quality standards than any other rental property. Owner cannot and does not warrant or promise that the Premises or any other portion of the property including common areas will be free from secondhand smoke. Resident acknowledges that current residents of the rental community under a rental agreement or lease will not be immediately subject to the terms of any non-smoking policy, even if such a policy is put into effect at some later date. Resident acknowledges that Owner's ability to police, monitor or enforce any provision related to smoking is dependent in significant part on voluntary compliance by other residents and guests of residents of other apartments at the Premises. As such, while a resident may bring a legal action against another resident for any purported harm, Resident agrees that the Residents, occupants, and guests of the Premises waive the ability to file any claim against Owner, because Owner does not have the right to evict another resident for smoking. Any lawsuit between residents related to smoking shall not create a presumption that the Owner has breached this Lease Agreement, or that the Premises created a risk of harm.

Resident acknowledges that the damage caused by smoking is considered above normal wear and tear and that smoking will cause damage to surfaces and fixtures, including carpet, carpet pad, wallboard, window coverings and ceilings. Depending on the severity of the damage, costs for restoration of the unit may include, but are not limited to, cleaning, sealing, painting, deodorizing, and possible replacement of fixtures and various surface materials.

Owner prohibits the smoking, cultivation, processing, manufacture, sale, delivery, or transfer of marijuana at the property. Consistent with this policy, see <http://marijuana.nv.gov/Legal/PropertyOwnersandEmployers>. Further, under state and federal law, marijuana use in public places, or where visible from areas that children are present, is illegal. Resident agrees to obey all state and federal law regarding the use of marijuana, including state law related to smoking marijuana in public spaces such as common areas of property or sidewalk areas adjacent to the property, as well as federal law, specifically the Controlled Substances Act (CSA), strictly prohibits smoking, manufacturing, distributing and possessing of marijuana, including on the Premises. Because the U.S. Department of Housing and Urban Development is controlled by the federal government, it agrees that the use of marijuana, whether prescribed for medical reasons or not, is a criminal offense and will not be protected under the fair housing laws. Therefore, apartment complexes are not required to accommodate the use of marijuana by a tenant who is a current medical marijuana user. Disabled tenants who are registered medical marijuana users, however, should not feel discouraged to request reasonable accommodations if the need arises. Again, the Premises listed above follows and complies with

federal law regarding marijuana use and is, and will continue to be, a drug free community. As such, violation of any state or federal law regarding the possession, manufacture or sale of any illegal substance, including marijuana, or any use or cultivation of marijuana by a Resident, Occupant or guest of Resident shall be deemed a material breach of this Lease Agreement, and grounds for immediate termination of this Lease Agreement by Owner. Unless otherwise provided by law, proof of violation shall not require criminal conviction but shall be by a preponderance of the evidence.

18. **SUBLETTING AND ASSIGNMENT.** No portion of the Premises, parking areas or other common areas shall be sublet nor this Lease Agreement assigned. Any attempted subletting, assignment, licensing or replacement of a resident by Resident shall, at the election of Owner, be an irremediable breach of this Lease Agreement and cause for immediate termination as provided herein and by law. Resident is prohibited from offering all or part of the premises for short-term rental, such as through AirBNB, VRBO or other such services and sites.

Any person who is not named as an Occupant in this Agreement or Resident who signed this Agreement, who occupies any portion of the dwelling unit, for any period of time whatsoever, for any compensation or consideration whatsoever (including, without limitation, the payment of money and/or trade and/or barter of other goods, services, or property occupancy rights) is not a Guest. This constitutes attempted subletting or assignment under this Lease Agreement and is, at the election of the Landlord, irremediable breach of this Agreement and cause for immediate termination of this Agreement. If Resident is absent from the Premises, Resident appoints and authorizes Owner as his or her agent, and agrees that Owner has authority to terminate and evict the possession of the Premises by any person claiming possession through an alleged subletting or assignment; and if present at the Premises, Resident agrees to take action as requested by Owner to terminate any other person's possession who is not explicitly listed in this Lease Agreement.

19. **COMMUNITY POLICIES OR RULES.** Resident and all guests and occupants must comply with any written Property rules and community policies, including instructions for care of Owner's property. Owner's rules are considered part of this Lease Agreement. Owner may make reasonable changes to written rules upon thirty (30) day's written notice as stated in Paragraph 30 (Rent Increases and Lease Contract Changes), if they are distributed and applicable to all units in the apartment community and does not affect the resident's obligation to pay rent, utilities, or other charges.

20. **COMMON AREA FEATURES.** If any storage room, lock, laundry room, parking, pool area, fitness room, bar-b-que area, recreation area, business center, elevator, or any facility outside of the Premises is available on the Property for use by the residents, occupants and guests of the Property ("Common Area Features"), such features shall be deemed to be furnished gratuitously. **RESIDENT EXPRESSLY AGREES THAT RESIDENT SHALL NOT RELY ON ACCESS TO, USE OR THE AVAILABILITY OF ANY COMMON AREA FEATURES.** Resident and Owner agree that rent will not be paid for the use of any Common Area Features, and that if in Owner's sole discretion the Common Area Features are removed from the Property, or the Common Area Features are unavailable for any reason it shall not be deemed to have resulted in a reduction in services to Resident, unless Owner and Resident have entered into a separate agreement for Owner to provide access to a portion or all of the Common Area Features on the Property. In the absence of a separate agreement for the use of such Common Area Features, the sole service that Owner is providing to Resident is the ability to use and occupy the Premises.

Common Area Assumption of Risk. To the extent that Resident uses the Common Area Features, Resident shall not rely on Owner or Owner's agents to protect Resident from any loss of personal property or personal injury. The use of the Common Area Features shall be at the sole risk of the Resident, or Resident's occupant or guest, to the fullest extent permitted by state and local law. As a condition for being provided access to any Common Area Features, Resident agrees to obey any posted safety rules and to use the Common Area Features properly and consistent with the intended use of the particular Common Area Feature.

Elevators. Resident will use the stairs in case of a fire or other emergency. In the event of any elevator malfunction,

Resident agrees to use all accessible stairways until usage of elevators is restored without any right of compensation for lack of usage. If Resident or others on behalf of Resident, use an elevator for moving furniture and personal belongings, Resident will protect the elevator walls, doors and ceiling from damage, and use the elevators only in a manner that does not cause any inconvenience to other Residents of the community as identified in the community policies and rules.

21. **LIMITATIONS ON CONDUCT.** The Premises and other areas reserved for your private use must be kept clean and free of trash, garbage, and other debris. Trash must be disposed of at least weekly in appropriate receptacles in accordance with local ordinances. Passageways may be used only for entry or exit. Resident shall not cause any obstruction to any passageways, sidewalks, stairs or hallways or common areas.

No person shall ride or allow bikes, skateboards, or other similar objects in the passageways. Any swimming pools, saunas, spas, exercise rooms, storerooms, laundry rooms, and similar areas must be used with care in accordance with Property rules and posted signs. Glass containers are prohibited in all common areas. Residents, occupants, or guests may not anywhere on the Property or Premises: use unattended candles or use kerosene lamps or kerosene heaters without our prior written approval; cook on balconies or outside; or solicit business or contributions. Conducting any kind of business (including child care services) in the Premises or in the Property is prohibited—except that any lawful business conducted “at home” by computer, mail, or telephone is permissible if customers, clients, patients, or other business associates do not come to the Premises for business purposes and Resident has obtained all necessary local licensing and zoning approvals for Resident’s business. Owner may regulate: (1) the use of patios, balconies, and porches; (2) the conduct of furniture movers, delivery persons and cable/satellite installers; and (3) recreational activities in common areas.

Resident will be liable to Owner for damage caused by Resident or any guests or occupants, or installer. Owner may exclude from the Property guests or others who, in our judgment, have been violating the law, violating this Lease Agreement or any Property rules, or disturbing other residents, neighbors, visitors, Owner’s representatives, Owner’s vendors, Owner’s management personnel, or Owner’s other employees. Owner may also exclude from any outside area or common area a person who refuses to show photo identification or refuses to identify himself or herself as a resident, occupant, or guest of a specific resident in the community. You agree to notify us if you or any occupants are convicted of any felony, or misdemeanor involving a controlled substance, violence to another person or destruction of property. You also agree to notify us if you or any occupant registers as a sex offender in any state. Informing us of criminal convictions or sex offender registry does not waive our right to evict you.

22. **PROHIBITED CONDUCT& UNLAWFUL ACTIVITIES.** Without Owner’s prior written permission as an addendum to this Lease Agreement, no pets, pianos, aquariums, waterbeds, swimming pools, trampolines, outside antenna/satellite dishes, fireworks, firepits, outdoor gas heaters, charcoal or wood burners or other open-flame cooking devices, or liquefied petroleum gas fueled cooking devices (“grills” or “bar-b-ques”) shall be kept, or used, in the Premises or on the Property. Resident shall refrain from shaking or hanging clothing, curtains, rugs or other coverings and cloths outside of any window ledge or balcony. No clotheslines or drying racks may be used in outdoor areas, balconies, patios, etc. without the Owner’s prior written permission. Plants or other items may not be placed on balcony railings or ledges, unless Owner has expressly agreed otherwise in writing in an addendum to this Agreement.

Resident and Resident’s occupants, guests, or other persons related to or affiliated in any way with Resident may not engage in the following activities: failing to comply with any posted rules in common areas; accessing the roof of the Property, or leaving personal property on the roof of the Property without prior written approval; behaving in a loud or obnoxious manner; disturbing or threatening the rights, comfort, health, safety, or convenience of others (including our agents and employees) on or near the Property; disrupting our business operations; repairing any motor vehicles or heavy equipment; manufacturing, delivering, possessing with intent to deliver, or otherwise possessing a controlled substance or drug paraphernalia; using or cultivating marijuana on the Premises or on the Property, including any conduct related to marijuana, that is otherwise permitted under Nevada Revised Statutes Chapter 453D or Nevada

Permanent Regulation LCB File No. R092-17; engaging in or threatening violence; possessing a weapon prohibited by state law; discharging a firearm in the Premises or on the Property; displaying or possessing a gun, knife, or other weapon in the common area in a way that may alarm others; storing anything in closets having gas appliances; tampering with utilities or telecommunications, fire alarms, fire extinguishers, or fire suppression equipment; bringing hazardous materials onto the Property; injuring our reputation by making bad faith allegations against us to others; engaging in any unlawful activity in violation of ordinance statute or regulation of any governmental agency applicable in the jurisdiction where the property is located.

Resident(s) and Resident's Occupant(s) and Guest(s) will not violate any criminal or civil law, ordinance or statute in the use or occupancy of the Premises, commit waste or nuisance, annoy, molest, or interfere with any other person on the Property (including our agents and employees), or neighbor.

Resident and Resident's Occupants and Guests shall not engage in or commit any act that would be a violation of Owner's screening criteria for criminal conduct or which would have provided Owner with a basis for denying Resident's application due to criminal conduct. Resident and Resident's Occupants and Guests shall not engage in, or allow, any behavior that is associated with drug activity, including but not limited to having excessive vehicle or foot traffic associated with Resident(s) Premises. Any of the above actions may result in the immediate termination of this Lease Agreement as provided herein and by law. Resident shall refrain from creating, or allowing to be created (including through the use of musical instruments, electronics, stereos, or television sets), any noise that is disturbing to other Residents. Resident is also responsible for compliance with any local noise ordinances. As to Resident's occupants, guests, or other persons related to or affiliated with Resident, Resident agrees that as a condition for permitting such individuals on the Property, Resident will control, provide appropriate warnings to, and be responsible for such person's behavior.

A single violation of any of these provisions shall be deemed a serious and material violation of this Agreement. It is understood and agreed that a single violation shall be good cause for termination of this Agreement. Unless otherwise provide by law, proof of violation shall not require criminal conviction but shall be by a preponderance of the evidence.

23. OWNER ENTRY & RESIDENT COOPERATION. State law allows Owner to enter the Premises for certain purposes, generally during normal business hours. Owner will provide written notice to Resident, or a competent occupant, prior to entry of the Premises whenever required by state law.

Resident's refusal to allow Owner to enter the residential real property is a material breach of this Agreement and state law and is cause for termination as provided herein and by state law.

Owner or our repairers, servicers, contractors, or representatives may peacefully enter the Premises at reasonable times during normal business hours upon giving Resident twenty-four (24) hour advance written notice for the purposes listed below or as otherwise authorized by law. If nobody is in the Premises, such persons may enter peacefully and at reasonable times by duplicate or master key (or by breaking a window or other means, when necessary, in emergencies). Owner is entitled to enter the Premises without giving a 24-hour notice in case of an emergency. Resident's non-compliance with Owner's lawful request for entry is a material breach of this Lease Agreement that may be cause for immediate termination as provided herein and by law.

Owner has the right to enter the apartment for any authorized reason recognized by law, including, but not limited to: responding to a Resident request; making repairs or replacements; estimating repair or refurbishing costs; performing pest control; doing preventive maintenance; changing filters; testing or replacing smoke or carbon dioxide detector batteries; retrieving unreturned tools, equipment or appliances; preventing waste of utilities; delivering, installing, reconnecting, or replacing appliances, furniture, equipment, or access control devices; removing or rekeying unauthorized access control devices; removing health or safety hazards (including hazardous materials); inspecting

when immediate danger to person or property is reasonably suspected; allowing persons to enter as you authorized in your rental application (if you die, are incarcerated, etc.); allowing entry by a law officer with a search or arrest warrant, or in hot pursuit; showing apartment to prospective residents (after move-out or vacate notice has been given); or showing apartment to government inspectors for the limited purpose of determining housing and fire ordinance compliance by us and to lenders, appraisers, contractors, prospective buyers, or insurance agents.

If the Premises or the Building is required by any governmental agency, lender or insurer to undergo repairs or alterations, or in case of other necessary or agreed repairs, Resident agrees to cooperate fully with Owner so that all such repairs or alterations are made in as expeditious or efficient a manner as possible.

Pest Control. If the Premises, Building, or Property are undergoing pest control treatment, Resident agrees to temporarily vacate the Premises for a reasonable period of time for such services to be provided consistent with any instructions provided by the pest control operator. Resident agrees to comply with all preparation instruction sheets related to pest control treatment and to provide access to the Premises so that such services may be performed. Resident agrees to bag, store or dispose of food, clothing, linens, perishables and medications, consistent with the pest control preparation instructions prior to the pest control treatment provider's scheduled treatment of the Premises. Due to the difficulty in attributing cause, Resident agrees that no compensation or rent credit will be due for time away from the Premises, damage to personal property, inconvenience, or damages for exposure of Resident or Residents guests and occupants to pests, for: 1) any time period prior to Owner receiving actual written notice of the presence of a specifically identified pest in Resident's Premises, 2) any period after Resident fails to provide access to the Premises for pest control treatment, or 3) any period after Resident fails to comply with a pest control preparation sheet. Flea, tick or mite fumigation may be billed directly to Resident or against Resident's security deposit.

24. REQUESTS FOR MAINTENANCE & REPAIRS. IF YOU OR ANY OCCUPANT NEEDS TO SEND A NOTICE OR REQUEST—FOR EXAMPLE, FOR REPAIRS, INSTALLATIONS, SERVICES, OR SECURITY-RELATED MATTERS—IT MUST BE SUBMITTED IN WRITING: (1) THROUGH THE ONLINE RESIDENT PORTAL at <https://mytownhomevillasapartments.residentportal.com/>, OR (2) SUBMITTED VIA A SIGNED WRITTEN REQUEST DELIVERED TO THE ONSITE MANAGEMENT OFFICE (except in case of fire, smoke, gas leaks, explosion, overflowing sewage, uncontrollable running water, electrical shorts, or crime in progress). FOR AFTER HOURS EMERGENCIES, PLEASE CALL (702) 560-6832. Maintenance requests will be handled on a priority basis.

In relation to Owner's responsibility for the Premises, Owner will act with customary diligence to:

- (1) maintain fixtures, furniture, hot water, heating and A/C equipment;
- (2) substantially comply with applicable federal, state, and local laws regarding safety, sanitation, and fair housing; and
- (3) make all reasonable repairs, subject to your obligation to pay for damages for which you are liable.

If we violate any of the above, you may exercise your remedies under state statutes. In addition to complying with any other requirements under state law:

- (a) you must make a written request for repair or remedy of the condition, and all rent must be current at the time;
- (b) after receiving the request, we will have the time provided by law to repair, considering the nature of the problem and the reasonable availability of materials, labor, and utilities; and
- (c) if we haven't completed the repair within the time provided by law, you may have certain rights afforded by law to make repairs yourself or terminate your tenancy. If your tenancy is properly terminated, then security deposits and prorated rent will be refunded as required by law.

Owner's written notes on your oral request do not constitute a written request from you. Our complying with or responding to any oral request regarding security or non-security related maintenance matters doesn't waive the strict requirement for written notices from you under this Lease Agreement. You must promptly notify us in writing of: water leaks; electrical problems; malfunctioning lights; broken or missing locks or latches; and other conditions that pose a

hazard to health, safety or property. We may change or install utility lines or equipment serving the Premises if the work is done reasonably without substantially increasing your utility costs. We may turn off equipment and interrupt utilities as needed to avoid property damage or to perform work. If utilities malfunction or are damaged by fire, water, or similar cause, you must notify our representative in writing immediately.

Resident agrees to be billed at the rate of forty-five dollars (\$45.00) per hour for any missed appointments made at Resident's request, or the full amount of any missed appointment fee charged by a maintenance vendor contracting with Owner to provide service in response to a maintenance request, either of Resident or an adjacent unit which requires access to Resident's Premises for maintenance or pest control service. Resident may not make any alterations to cable or telephone inside wiring (such as may occur when changing telecommunications providers or adding phone lines) without the prior written consent of Owner. The consent request regarding proposed alterations to inside wiring shall include the name, address, and telephone number of any new telecommunications providers. Resident agrees to pay all costs resulting from the alteration and agrees to pay to Owner any costs associated with restoring the inside wiring to the condition at the time of move-in, except for reasonable wear and tear. Resident shall hold Owner harmless and indemnify Owner as to any mechanic's lien recordation or proceeding caused by Resident.

25. CARE, CLEANING AND MAINTENANCE. Except as prohibited by law, Resident agrees:

(a) to keep the Premises as clean and sanitary as their condition permits and to dispose of all rubbish, garbage and other waste, in a clean and sanitary manner, unless Owner has expressly agreed otherwise in writing in an addendum to this Lease Agreement. Resident shall ensure that large boxes are broken apart before being placed in trash containers. Resident shall be responsible, at Resident's expense, for hauling to the dump, or making arrangements with the local refuse department to dispose of, those items too large to fit in the trash containers, including but not limited to discarded furniture. Resident shall not dispose of any flammable liquids, rags or other hazardous material in trash containers or bins. Resident agrees not to litter on the Property, and agrees not to collect trash, recyclables, or other materials that may cause a health, safety or fire hazard on the Property;

(b) to properly use and operate all electrical, gas and plumbing fixtures and keep them as clean and sanitary as their condition permits;

(c) to keep the Premises, appliances, and fixtures, which are rented for Resident's exclusive use, in good order and condition;

(d) that all rooms in the Premises and all appliances and fixtures in the Premises must be able to be used for their intended purpose;

(e) not to willfully or wantonly destroy, deface, damage, impair or remove any part of the structure or remove any part of dwelling unit or the facilities, equipment, or appurtenances thereto or to permit any person in the Premises or on the Property, to do any such thing;

(f) to occupy the Premises as a residence, utilizing portions thereof for living, sleeping, cooking or dining purposes only which were respectively designed or intended to be used for such purposes;

(g) to promptly advise Owner of any items requiring repair, such as locks or light switches, smoke detectors, appliances, heating and air conditioning (if provided) systems. Resident shall notify the Owner of any leaks, drips, water fixtures that do not shut off properly, including, but not limited to, a toilet, or other problems with the water system, including, but not limited to, problems with water-saving devices. Resident shall make repair requests as soon after the defect is noted as is practical;

(h) to keep doors and windows and access to them unobstructed and to not block them with personal items or

otherwise, and to maintain clear pathways into and through each room on the Premises;

(i) to maintain the Premises in a manner that allows necessary access through each room and to all doors and windows, does not inhibit necessary airflow, does not act as a potential haven for pests and mold growth, does not create a fire hazard, does not inhibit ingress or egress, and allows rooms from being used for their intended purposes;

(j) to leave the Premises in the same condition as it was received, subject to normal wear and tear, as its condition permits;

(k) to return the Premises, upon move-out to the same level of cleanliness it was in at the inception of the tenancy;

(l) to pay Owner for costs of repair, replace or rebuild any portion of the Premises damaged by the Resident, Resident's guests or invitees; and

(k) not to move or remove any large appliances provided by Owner without prior written consent of Owner. Resident shall not install or operate any additional refrigerators, freezers, washing machines, clothes dryers, portable dishwashers, air conditioners or other large appliances not provided by Owner, without prior written consent of Owner.

Plumbing. The cost of repair or clearance of stoppages in waste pipes and drains, water pipes or plumbing fixtures caused by Resident's negligence or improper use are the responsibility of Resident. Resident shall reimburse Owner for these costs on demand.

Care of Countertops, Tubs and Glazed Surfaces. Particular care needs to be used with countertops, showers, tubs, tub/shower walls, and other glazed surfaces to prevent damage and avoid costly repairs. A variety of gentle action spray cleaners or spray foams are available, such as Scrubbing Bubbles®, Mr. Clean®, Fantastik® or Lysol®, which can be sprayed onto the surface, after which the surface can be wiped clean with a cloth or moistened sponge and water. **DO NOT USE ABRASIVE CLEANERS, CHEMICALS, OR ACID-BEARING COMPOUNDS** (drain openers, tile grout, etc.), as such cleaners and products will damage, stain or mark the finish of the surface. Do not hold or elevate sharp or heavy objects over such finishes, because when dropped it may cause the surface to chip. On countertops, do not slice food or other items without using a cutting board. In bathtubs and showers, do not place rubberized mats or daisy stickers, as they will damage the surface when removed and may produce a reaction with the finish when subjected to hot water. Report leaky faucets immediately, because the eroding action of dripping water may cause the finish to crack and wear out prematurely.

Care of Laminate Flooring. Laminate flooring can be easily damaged by excessive debris and moisture. To prevent damage to laminate flooring, you must: 1) sweep or vacuum regularly, 2) clean the surface with a slightly damp mop and allow the surface to dry before using the area, 3) immediately wipe up spills, wet foot traffic, or abrasive foreign substances with a cloth or sponge, 4) place easy-glide protective pads on the feet of furniture, and 5) install doormats for doorways leading outdoors. **DO NOT USE SOAP-BASED DETERGENTS, "MOP & SHINE" PRODUCTS, ABRASIVE CLEANERS, WAX/POLISH, OR DRAG FURNITURE OVER THE FLOOR**, because doing so can leave a dull film or scratch the floor. If using a mop to clean the floor, **DO NOT SOAK THE FLOOR WITH LIQUID**, because this could cause the edges of the laminate boards to start to expand, compress against the other boards, and cause the flooring in the entire room to buckle.

Mold Prevention. Mold is found virtually everywhere in our environment-both indoors and outdoors and in both new and old structures. Molds are naturally occurring microscopic organisms which reproduce by spores and have existed practically from the beginning of time. All of us have lived with mold spores all of our lives. Molds break down organic matter in the environment and use the end product for their food. Mold spores (like plant pollen) spread through the air and are commonly transported by shoes, clothing, and other materials. When excess moisture is present in a dwelling, mold can grow. A 2004 Federal Center for Disease Control and Prevention study found that there is

currently no scientific evidence that the accumulation of mold causes any significant health risks for a person with normally functioning immune systems. Nonetheless, appropriate precautions need to be taken.

It is our goal to maintain the highest quality of living environment for our Residents. Owner has inspected the unit prior to the lease and knows of no damp or wet building materials and knows of no mold or mildew contamination. Resident is hereby notified that mold, however, can grow if the premises are not properly maintained or ventilated. If moisture is allowed to accumulate in the unit it can cause mildew and mold to grow. It is important that Residents regularly allow air to circulate in the apartment. It is also important that Residents keep the interior of the unit clean and that they promptly notify Owner of any leaks, moisture problems, and/or mold growth. Resident will maintain the Premises in a manner that prevents the occurrence of an infestation of mold or mildew, including that Resident agrees:

- (a) to keep the Premises maintained and ventilated so that moisture does not accumulate; if moisture is allowed to accumulate in the Premises, it can cause mildew and mold to grow;
- (b) to regularly allow air to circulate in the Premises;
- (c) to immediately notify Owner IN WRITING of: (1) any leaks, moisture problems, and/or mold growth; (2) any water intrusion, such as plumbing leaks, drips or “sweating” pipes, or overflows from bathroom, kitchen, or unit laundry facilities, especially in cases where the overflow may have permeated walls or cabinets; (3) any problems with the air conditioning or heating systems that are discovered by Resident(s); and (4) any significant mold growth on surfaces inside the Premises;
- (d) to allow Owner to enter the unit to inspect and make necessary repairs;
- (e) to use exhaust fans (if available) whenever showering or bathing, cooking, dishwashing, or cleaning, and to report to Owner any non-working fan;
- (f) to use all reasonable care to close all windows and other openings in the Premises to prevent outdoor water from penetrating into the interior of the Premises;
- (g) to clean and dry any visible moisture on windows, walls, and other surfaces, including personal property, as soon as reasonably possible (note: mold can grow on damp surfaces within 24 to 48 hours);
- (h) to keep the unit free of dirt and debris that can harbor mold; and
- (i) to control sources of moisture inside the Premises, including excessive vegetation, which shall mean that Resident will not keep more than four small house plants inside the Premises.

If small areas of mold have already occurred on non-porous surfaces (such as ceramic tile, formica, vinyl flooring, metal, wood, or plastic), the federal Environmental Protection Agency (EPA) recommends that you first clean the areas with soap (or detergent) and water, let the surface dry, and then within 24 hours apply a pre-mixed spray-on-type household biocide, such as Lysol Disinfectant®, Pine-Sol Disinfectant® (original pine scented), Tilex Mildew Remover® or Clorox Cleanup®. (Note: Only a few of the common household cleaners will actually kill mold). Tilex® and Clorox® contain bleach which can discolor or stain. Always clean and apply a biocide to an area 5 or 6 times larger than any visible mold because mold may be adjacent in quantities not yet visible to the naked eye.

A vacuum cleaner with a high-efficiency particulate air (HEPA) filter can be used to help remove non-visible mold products from porous items, such as fibers in sofas, chairs drapes and carpets –provided fibers are completely dry. Machine washing or dry cleaning will remove mold from clothes. **DO NOT CLEAN OR APPLY BIOCIDES TO:** (1) visible mold on porous surfaces, such as sheetrock walls or ceilings, or (2) large areas of visible mold on non-porous

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surfaces. Instead, notify Owner in writing, and Owner will take appropriate action.

Resident agrees to indemnify and hold harmless Owner from any actions, claims, losses, damages, and expenses, including, but not limited to, attorneys' fees that Owner may sustain or incur as a result of the negligence of Resident or any guest or other person living in, occupying or using the Premises.

26. RESIDENT SAFETY AND PROPERTY LOSS. Resident and all occupants and guests must exercise due care for your own and others' safety and security, especially in the use of smoke detectors, carbon monoxide detectors, keyed deadbolt locks, keyless bolting devices, window latches, and access control devices.

Smoke Detectors. Owner will furnish smoke detectors as required by statute, and Owner will test them and provide working batteries when you first take possession. Resident acknowledges that all smoke detectors in the Premises were tested and operational at the time of initial occupancy. After that, Resident must pay for and replace batteries as needed, unless the law provides otherwise. Owner shall have the right to enter the Premises and check and maintain the smoke detection device as provided by law. Owner may replace dead or missing batteries at your expense, without prior notice to you. Resident agrees to test the device weekly and immediately report IN WRITING any smoke detector defect, malfunction, or failure, as well as any problem, maintenance, or need for repairs to Owner. Neither you nor others may disable, disconnect or remove smoke detectors. If you damage or disable the smoke detector or remove a battery without replacing it with a working battery, you may be liable to us under state statutes for the actual and reasonable cost or fair and reasonable value of the work to repair or restore the smoke detector to working condition. If you disable or damage the smoke detector, or fail to replace a dead battery or report malfunctions to us, you will be liable to us and others for any loss, damage, or fines from fire, smoke, or water.

Carbon Monoxide Detectors. If the Premises are equipped with a carbon monoxide detector, the devices have been tested and found operable by Owner. Resident acknowledges that all carbon monoxide detectors in the Premises are operational at the time of initial occupancy. After that, Resident agrees to test the device weekly and immediately report IN WRITING any carbon monoxide detector defect, malfunction, or failure, as well as any problem, maintenance, or need for repairs to Owner. If battery operated, Resident is responsible for changing the detector's battery as necessary. Resident or others may not disable, disconnect, or remove the detector. Owner shall have a right to enter the Premises to check and maintain the carbon monoxide detection device as provided by law. If you damage or disable the carbon monoxide detector or remove a battery without replacing it with a working battery, you may be liable to us under state statute for the actual and reasonable cost or fair and reasonable value of the work to repair or restore the carbon monoxide detector to working condition. If you disable or damage the carbon monoxide detector, or fail to replace a dead battery or report malfunctions to us, you will be liable to us and others for any loss.

Casualty Loss. Owner is not liable to any resident, guest, or occupant for personal injury or damage or loss of personal property from any cause, including but not limited to: fire, smoke, rain, flood, water and pipe leaks, hail, ice, snow, lightning, wind, explosions, earthquake, interruption of utilities, theft, or vandalism unless otherwise required by law. Owner has no duty to remove any ice, sleet, or snow but may remove any amount with or without notice. During freezing weather, Resident must ensure that the temperature in the apartment is sufficient to make sure that the pipes do not freeze (we suggest at least 50 degrees). If the pipes freeze or any other damage is caused by Resident's failure to properly maintain the heat in your apartment, Resident will be liable for damage to Owner's and other's property. If Resident asks Owner's representatives to perform services not contemplated in this Lease Agreement, you will indemnify us and hold us harmless from all liability for those services.

Crime or Emergency. Dial 911 or immediately call local medical emergency, fire, or police personnel in case of accident, fire, smoke, or suspected criminal activity or other emergency involving imminent harm. You should then contact Owner's representative. Unless otherwise provided by law, Owner is not liable to you or any guests or occupants for injury, damage, or loss to person or property caused by criminal conduct of other persons, including theft, burglary, assault, vandalism, or other crimes. Owner is not obligated to furnish security personnel, security lighting,

security gates or fences, or other forms of security for Resident's personal property, and Resident agrees that any such security used onsite are solely for Owner's benefit. If Owner provides any access control devices or security measures upon the property, they are not a guarantee to prevent crime or to reduce the risk of crime on the property. Resident agrees that no access control or security measures can eliminate all crime and that Resident will not rely upon any provided access control or security measures as a warranty or guarantee of any kind. Owner is not responsible for obtaining criminal-history checks on any residents, occupants, guests, or contractors in the apartment community. If you or any occupant or guest is affected by a crime, you must make a written report to the appropriate local law-enforcement agency and to Owner's representative. Resident must also furnish Owner with the law-enforcement agency's incident report number upon request.

Non-Liability for Packages. Owner is not responsible for the delivery, acceptance or receipt of, damage to or loss of messages, packages, mail or other material left at entrances to the Premises or elsewhere on the Property.

27. ANIMALS & PETS. No animals (including mammals, reptiles, birds, fish, rodents and insects) are allowed, even temporarily, anywhere in the Premises or on the Property unless Owner has so authorized in writing. If Owner allows an animal, Resident must sign a separate pet or animal addendum, which for pets may require additional rents, fees or other charges. When written permission to maintain a pet is provided, an additional Pet Fee in the amount of \$ will apply, and Resident will sign a Pet Agreement prior to bringing the animal onto the Premises. Resident must remove an unauthorized animal within 24-hours of notice from Owner, or Resident will be considered in default of this Lease Agreement. Owner will authorize support and/or service animals for Resident and Resident's Occupants pursuant to the parameters and guidelines established by the Fair Housing Act and the HUD regulatory guidelines, and Owner will not charge any rent or fees for such animals other than based on damage done to the Premises by such animals. Owner may require a written statement from a qualified professional verifying the need for the support and/or service animal. Resident must not feed stray or wild animals. If Resident, or Resident's Guest or Occupant, violates animal restrictions (with or without your knowledge), Resident will be subject to charges, damages, eviction, and other remedies provided in this Lease Agreement or as otherwise provided by law. If an animal has been in the Premises at any time during your term of occupancy (with or without our consent), Owner may charge you for defleaing, deodorizing, and shampooing. Initial and daily pet violation charges and pet-removal charges are liquidated damages for Owner's time, inconvenience, and overhead (except for legal costs and fees) in enforcing the restrictions and rules in this Paragraph.

28. DESTRUCTION OF OR DAMAGE TO THE PREMISES. If Owner believes that fire or catastrophic damage is substantial, or that performance of needed repairs poses a danger to you, we may terminate your tenancy within a reasonable time by giving you written notice. If your tenancy is so terminated when the premises are totally destroyed by fire, earthquake or other casualty, Owner will refund prorated rent and all deposits, less lawful deductions as of the date that the damage occurs. You may also have the right to vacate the premises immediately and notify us in writing within seven (7) days of your intention to terminate your tenancy, provided the fire or casualty were not caused by the deliberate or negligent acts of you, a member of your household, or another person who initially entered the Premises with your consent. If the damage or destruction is the result of the negligence of Resident, or his or her invitees, then this Lease Agreement will not terminate, unless notice is given by Owner, specifying the termination date.

If the Premises are only partially damaged, or are temporarily unavailable, as determined by Owner, Owner will use due diligence to begin the process to repair such damage and restore the Premises as soon as possible. If only part of the Premises cannot be used, there will be a proportionate reduction of rent until the Premises are repaired, to be determined solely by Owner.

29. NOTICES.

Natural Hazards. Resident may obtain information about hazards that may affect the Property from the Internet website for your local jurisdiction at <https://gisweb.unr.edu/MyHAZARDS>. Owner's insurance does not cover the loss of the Resident's personal possessions, and it is recommended, or required at some communities, that the Resident consider

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purchasing renter's insurance and flood insurance to insure his or her possessions from loss due to fire, flood, or other risk of loss. Owner is not required to provide additional information concerning the flood hazards to the Property and the information provided pursuant to this Paragraph is deemed adequate to inform Resident.

Megan's Law. Information about specified registered sex offenders is made available to the public. Depending on the offender's criminal history, this information will include either the address at which the offender resides or the community of residence and ZIP Code in which he or she resides. Pursuant to NRS 179B.250, such information is available from the Nevada Department of Public Safety's and Nevada Sheriff's & Chief's Association's joint website at www.nvsexoffenders.gov. By initialing as provided, Resident(s) acknowledge receipt of the designation of the website information for the state registered sex offender directory included in this Lease Agreement.

Maintaining or Permitting a Nuisance and Penalties (NRS 202.470). Every person who:

1. Shall commit or maintain a public nuisance, for which no special punishment is prescribed; or
2. Shall willfully omit or refuse to perform any legal duty relating to the removal of such nuisance; or
3. Shall let, or permit to be used, any building or boat, or portion thereof, knowing that it is intended to be, or is being used, for committing or maintaining any such nuisance, shall be guilty of a misdemeanor.

You may report a nuisance, or other violation of building, safety, health code, or regulation to the Code Enforcement office of the municipality for where the Property is located.

Credit Reporting & Consent to Solicitation. A negative credit report reflecting on your credit history may be submitted to a credit reporting agency if you fail to fulfill the terms of your credit obligations. Resident expressly authorizes Owner (including a collection agency) to obtain Resident's consumer credit report, which Owner may use if attempting to collect past due rent payments, late fees, or other charges from Resident, both during the term of the Lease Agreement and thereafter.

Resident hereby expressly authorizes Owner, Owner's representative(s), and any collection agency or debt collector (hereinafter collectively referred to as the "Authorized Entities") to communicate with Resident. The communication may be made through any method for any reason related to amounts due and owing under this Lease Agreement. Resident authorizes any and all of the communication methods even if you will incur a fee or a cost to receive such communications. Resident further promises to immediately notify the Authorized Entities if any telephone number or email address or other unique electronic identifier or mode that you provided to any Authorized Entity changes or is no longer used by you.

Disclosing Personal Information. If someone requests information on Resident, or Resident's rental history, for law-enforcement, governmental, or business purposes, we may provide it to the extent doing so is consistent with state and local law.

Estoppel Certificates for Sale or Refinance of Property. In the event of the sale or refinance of the Property: If Owner presents to Resident, a Resident's Certification of Terms – Estoppel Certification, or other similar form, Resident agrees to execute and deliver the form acknowledging that this Lease Agreement is unmodified and in full force and effect, or in full force and effect as modified with the consent of Owner, and stating the modifications, within ten (10) days of written notice. Failure to comply shall be deemed Resident's acknowledgement that the form as submitted by Owner is true and correct and may be relied upon by any lender or purchaser.

Bed Bugs. Owner has inspected the Premises prior to this Lease Agreement and knows of no bedbug infestation. Resident agrees not to bring onto the Property personal furnishings or belongings that Resident knows or should reasonably know are infested with bed bugs, including personal property of Resident's Guests. By signing this Lease

Agreement, Resident(s) acknowledge that they have an important role in preventing and controlling bed bugs, and agree to cooperate with all pest control treatment efforts and requests, even if the pest control treatment request(s) originate from a neighboring unit. While the presence of bed bugs is not always related to personal cleanliness or housekeeping, good housekeeping can assist with early detection and make bed bug control easier if it is necessary. Owner provides specific information about bed bugs to Resident(s) consistent with the requirements of industry standards, and state and local law. By initialing as provided, Resident(s) acknowledge receipt of the Bedbug Notification Addendum attached hereto.

Military Personnel Clause. Resident may terminate his or her tenancy if he or she enlists, is drafted, or commissioned, and on active duty in the U.S. Armed Forces. Resident also may terminate his or her tenancy if:

- (1) Resident is (i) a member of the U.S. Armed Forces or reserves on active duty or (ii) a member of the National Guard called to active duty for more than 30 days in response to a national emergency declared by the President; and
- (2) Resident (i) receives orders for permanent change-of-station, (ii) receives orders to deploy with a military unit or as an individual in support of a military operation for 90 days or more, or (iii) is relieved or released from active duty.

After Resident delivers to us his or her written termination notice, Resident's tenancy will be terminated under this military clause 30 days after the date on which Resident's next rental payment is due. Resident must furnish us a copy of his or her military orders, such as permanent change-of-station orders, call-up orders, or deployment orders or written notification from Resident's commanding officer. Military permission for base housing does not constitute change-of-station order. After Resident moves out, Owner will return Resident's security deposit, less lawful deductions. For the purposes of this Lease Agreement, orders described in (2) above will only release the Resident who qualifies under (1) and (2) above and receives the orders during the Lease Agreement term and such Resident's spouse or legal dependents living in Resident's household. A co-resident who is not a spouse or dependent of the activated military personnel cannot terminate their tenancy under this military clause. Unless Resident provides written notice to the contrary at the time of signing this Lease Agreement, Resident represents when signing this Lease Agreement that: (1) Resident does not already have deployment or change-of-station orders; (2) Resident will not be retiring from the military during the Lease Agreement term; and (3) the term of your enlistment or obligation will not end before the Lease Agreement term ends. Even if Resident is entitled to terminate his or her tenancy under this paragraph, liquidated damages for making a false representation of the above will be the amount of unpaid rent for the remainder of the lease term when and if Resident moves out, less rents from others received in mitigation under Paragraph 31 (Default by Resident). Resident must immediately notify Owner if Resident is called to active duty or receives deployment or permanent change-of-station orders.

Accessibility. Unless Owner has expressly agreed otherwise in writing in an addendum to this Agreement, Owner has not made any representation or agreed to provide Premises that are handicap accessible.

Display of the American Flag. Resident may display the flag of the United States of America that is: a) made of cloth, fabric or paper; b) displayed from a pole or staff or in a window sill and c) displayed in a manner that is consistent with 4 U.S.C. Chapter 1.

30. RENT INCREASES AND LEASE AGREEMENT CHANGES. No rent increases or Lease Agreement changes are allowed before the initial Lease Agreement term ends, except for changes allowed by a written addendum or amendment signed by you and us, or by reasonable changes of apartment rules allowed under Paragraph 19 (Community Policies or Rules). If neither party gives written notice prior to the end of the initial lease term, this Lease Agreement will automatically terminate consistent with Paragraph 3 (Lease Term). After the initial lease term, Owner has the right to increase the monthly rent due by giving you notice of the rent increase at least sixty (60) days in advance of the effective date of the increase. In the event that Resident continues his or her tenancy for a subsequent term, Owner has the right to increase the monthly rent due by giving you notice of the rent increase consistent with the requirements of state and local law. Written notice of changes to the Community Policies and Rules will be provided

thirty (30) days in advance of the effective date of the new rules and regulations. After the initial lease term, a new modified Lease Agreement will begin on the date stated in the notice of changes or conditions (without necessity of your signature) unless you give us written move-out notice under Paragraph 36 (Move-Out Notice).

Owner has the right to adopt or modify the Community Policies and Rules concerning Resident's use and occupancy of the Premises and Property in order to promote the convenience, safety or welfare of us, you, or the other residents; or to preserve the Premises and Property from abusive use; or to make a fair distribution of services and facilities held out for the residents generally by giving written notice to you consistent with state and local law.

31. **DEFAULT BY RESIDENT.** Resident will be in default if Resident or any guest or occupant violates any terms of this Lease Agreement including but not limited to the following violations: (1) you don't pay rent or other amounts that you owe when due; (2) you or any guest or occupant violates the apartment rules, or fire, safety, health, or criminal laws, regardless of whether or where arrest or conviction occurs; (3) you abandon the apartment; (4) you give incorrect or false answers in a rental application; (5) you or any occupant is arrested, convicted, or given deferred adjudication for a felony offense involving actual or potential physical harm to a person, or involving possession, manufacture, or delivery of a controlled substance, marijuana, or drug paraphernalia under state statutes; (6) any illegal drug paraphernalia are found in your Premises; (7) you or any Guest or Occupant engages in any of the prohibited conduct described in Paragraph 22 (Prohibited Conduct); or (8) you or any occupant in bad faith, makes an invalid complaint to an official or employee of a utility company or the government based on a complaint that was caused primarily by the lack of reasonable care by you, a member of your household, or another person on the Premises with your consent.

Lease Renewal When A Breach or Default Has Occurred. In the event that you enter into a subsequent Lease Agreement prior to the expiration of this Lease Agreement and you breach or otherwise commit a default under this Lease Agreement, Owner may, at our sole and absolute discretion, terminate the subsequent Lease Agreement, even if the subsequent lease term has yet to commence. Owner may terminate said subsequent Lease Agreement by sending Resident written notice of our desire to terminate said subsequent Lease Agreement.

Eviction. If Resident defaults, we may end your right of occupancy by giving you a written notice as provided by state and local law, including but not limited to a seven (7) day written notice for nonpayment of rent. Notice will be delivered to you as required by state and local law. Termination of your possession rights or subsequent reletting doesn't release you from liability for future rent or other lease obligations. After giving notice to vacate or filing an eviction suit, we may still accept rent or other sums due; and the filing or acceptance of money doesn't waive or diminish our right of eviction, any other contractual or statutory right, including but not limited to damages for unpaid past or future rent or other sums, or to continue with eviction proceedings as permitted by State statute.

Holdover. Resident or any occupant, invitee, or guest must not hold over beyond the date contained in your move-out notice or our notice to vacate (or beyond a different move-out date agreed to by the parties in writing). If a holdover occurs, then: (1) holdover rent is due in advance on a daily basis and may become delinquent without notice or demand; (2) we may hold you liable for our actual damages; and (3) you could be held liable by the next intended occupant of the apartment if you fail to vacate the premises.

Other Remedies. We may report unpaid amounts to credit agencies. If you default and move out early, you will pay us any amount that may have been credited as a move-in/renewal incentives in Paragraph 4 (Rent & Charges), in addition to other sums due. Upon your default, we have all other legal remedies, including lease termination and lockout under state statute. Late charges are liquidated damages for our time, inconvenience, and overhead in collecting late rent (but are not for attorney's fees and litigation costs). All unpaid amounts bear a reasonable amount of interest not to exceed 7% per annum from the due date or such other interest rate as specified or allowed by state or local law.

Mitigation of Damages. If Resident moves out early, Resident will be subject to pertinent portions of Paragraph 3 (Lease Term) and all other remedies. Owner will exercise customary diligence to relet and minimize damages. Owner

will credit all subsequent rent that we actually receive from subsequent residents against your liability for past-due and future rent and other sums due.

Remedies Cumulative. Any remedies set forth herein shall be cumulative, in addition to, and not in limitation of, any other remedies available to an "owner," "manager," or "landlord" under any applicable law.

32. **ATTORNEYS' FEES.** If any action or proceeding is brought by either party to enforce any part of this Lease Agreement, the prevailing party shall recover, in addition to all other relief, reasonable attorneys' fees not to exceed (\$500.00) five hundred dollars, plus court costs.

33. **BREACH OF LEASE.** In the event that Resident breaches this Lease Agreement, Owner shall be allowed at Owner's discretion, but not by way of limitation, to exercise any or all remedies provided Owner by state law. Damages Owner "may recover" also include the worth at the time of the award of the amount of unpaid rent for the balance of the term after the time of an eviction or other loss of possession of the Premises by Resident, or for any shorter period of time specified in the Lease Agreement as liquidated damages.

34. **WAIVER OF BREACH.** The waiver by either party of any breach shall not be construed to be a continuing waiver of any subsequent breach. The receipt by Owner of the rent with knowledge of any violation of a covenant or condition of this Lease Agreement shall not be deemed a waiver of such breach. No waiver by either party of the provisions herein shall be deemed to have been made unless expressed in writing and signed by all parties to this Lease Agreement.

35. **MOVE-OUT NOTICE.** Before moving out, either at the end of the lease term, any extension of the lease term, or prior to the end of the lease term, Resident must give Owner advance written notice of Resident's intention to vacate as required by Paragraph 3 (Lease Term). If Resident moves out prior to the end of the lease term, Resident's notice does not act as a release of liability for the full term of the Lease Agreement. Resident will still be liable for the entire Lease Agreement term if Resident moves out early except if Resident is able to terminate the tenancy based on applicable statutory rights. All notices to vacate must be in writing and must provide the date by which Resident intends to vacate. If the notice does not comply with the time requirements of Paragraph 3 (Lease Term), even if Resident moves by the last date in the lease term, Resident will be responsible for an additional month's rent. If Resident fails to vacate by the date set forth in Resident's notice, the notice is void and Resident must submit a new written notice. If Resident fails to provide proper notice and vacate, Owner will have all remedies available under the Lease Agreement and under applicable state law.

36. **MOVE-OUT PROCEDURES.** The move-out date cannot be changed unless Owner and Resident both agree in writing. Resident won't move out before the lease term or renewal period ends unless all rent for the entire lease term or renewal period is paid in full or Resident is otherwise permitted to move as provided by state or local law. An improper early move-out may result in reletting charges and default under Paragraph 31 (Default by Resident). Resident is prohibited by law from applying any security deposit to rent. Resident won't stay beyond the date Resident is supposed to move out. All residents, guests, and occupants must vacate the apartment before the period for deposit refunds to begin. Resident must provide Owner and the U.S. Postal Service, in writing, each Resident's forwarding address.

37. **MOVE-OUT CLEANING & INSPECTION.** Resident must thoroughly clean the apartment, including doors, windows, bathrooms, kitchen appliances, patios, balconies, garages, carports, and storage rooms. Resident must follow move-out cleaning instructions if they have been provided. If Resident does not clean adequately, Resident will be liable for reasonable cleaning charges. Resident should meet with Owner's representative for a move-out inspection. Owner's representative has no authority to bind or limit Owner regarding deductions for repairs, damages, or charges. Any statements or estimates by Owner or Owner's representative are subject to correction, modification, or disapproval before final refunding or accounting.

38. FEES, SECURITY DEPOSIT DEDUCTIONS AND OTHER CHARGES. Resident will be liable for the following charges, if applicable: unpaid rent; unpaid utilities; unreimbursed service charges; repairs or damages caused by negligence, carelessness, accident, or abuse, including stickers, scratches, tears, burns, stains, or unapproved holes; replacement cost of our property that was in or attached to the apartment and is missing; replacing dead or missing smoke or carbon monoxide detector batteries; utilities for repairs or cleaning; trips to let in company representatives to remove your telephone or TV cable services or rental items (if you so request or have moved out); trips to open the Premises when you or any guest or occupant is missing a key; unreturned keys; missing or burned-out light bulbs; removing or rekeying unauthorized access control devices or alarm systems; agreed reletting charges; packing, removing, or storing property removed or stored under Paragraph 42 (Property Left in Premises); removing illegally parked vehicles; special trips for trash removal caused by parked vehicles blocking dumpsters; false security-alarm charges unless due to Owner's negligence; animal-related charges under Paragraph 4 (Rent and Charges) and Paragraph 27 (Animals & Pets); government fees or fines against us for violation (by you, your occupants, or guests) of local ordinances relating to smoke and carbon monoxide detectors, false alarms, recycling, or other matters; late payment and returned-check charges in the amount specified in Paragraph 7 (Late Fees and Insufficient Funds); a charge (not to exceed \$100) for owner/manager's time and inconvenience in our lawful removal of an animal or in any valid eviction proceeding against you, plus court costs and filing fees actually paid; and other sums due under this Lease Agreement.

Resident will be liable to us for: (1) charges for replacing all keys and access devices referenced in Paragraph 13 (Locks & Keys) if you fail to return them on or before your actual move-out date; (2) rent if you have violated Paragraph 31 (Default by Resident); and (3) a reletting fee if you have violated Paragraph 4 (Rent & Charges).

39. DEPOSIT RETURN, SURRENDER, AND ABANDONMENT.

Deposit Return and Forwarding Address. Each Resident is required to provide us with a written notice of their forwarding address, on or before the termination of this Lease Agreement. Owner will mail, to the forwarding address provided, Resident's security deposit refund (less lawful deductions) and an itemized accounting of any deductions within the time frames and parameters set forth under state law. Owner will provide Resident's security deposit refund and an itemized accounting of any deductions within 30 days via mail, after Resident has vacated the Premises. The security deposit refund and itemized accounting statement will be issued jointly, on a single check, in the names of all Residents listed on this Lease Agreement. If Resident fails to provide Owner with Resident's forwarding address in writing, as required above, Owner will process the security deposit in accordance with state law by mailing it to the last known address.

Surrender. Resident has surrendered the apartment when: (1) the move-out date has passed and no one is living in the apartment in our reasonable judgment; (2) Resident has removed all or substantially all of Resident's property; and (3) all apartment keys and access devices listed in Paragraph 13 (Locks & Keys) have been turned into Owner's representative.

Abandonment. Resident has abandoned the apartment when all of the following have occurred: (1) Resident have been absent from the apartment for the number of days specified by state law; (2) Resident has been in default for non-payment of rent; and (3) Resident has not given Owner notice of Resident's intent to be absent from the Premises during that period of time.

Surrender, abandonment, and judicial eviction end Resident's right of possession for all purposes and gives Owner the immediate right to: clean up, make repairs in, and relet the apartment; determine any security deposit deductions; and remove property left in the apartment. Surrender, abandonment, and judicial eviction affect Resident's rights to property left in the Premises (Paragraph 42 - Property Left in Premises), but do not affect Owner's mitigation obligations (Paragraph 31 - Default by Resident). After either Owner or Resident provides notice to terminate the

tenancy, the Owner and Resident may mutually agree to have the Owner deposit any remaining portion of the security deposit electronically to a bank account or other financial institution designated by the Resident.

40. **OBLIGATION TO VACATE.** If we provide you with a notice to vacate, or if you provide us with a written notice to vacate or intent to move-out in accordance with Paragraph 3 (Lease Term), and we accept such written notice, then you are required to vacate the Premises and remove all of your personal property at the earlier of the expiration of the notice to vacate or Lease term, whichever occurs first, without further notice or demand from us.

41. **PROPERTY LEFT IN PREMISES.** All property left in the Premises are (unless exempt under state statute) subject to disposal if found to be abandoned under state law. For this purpose, "Premises" excludes common areas but includes interior living areas and exterior patios, balconies, attached garages, and storage areas for your exclusive use.

Removal After Surrender, Abandonment, or Eviction. Owner, our agent, or law officers may remove and/or store all property remaining in the Premises or in common areas of the Property (including any vehicles you or any occupant or guest owns or uses) if you are judicially evicted or if you surrender or abandon the apartment (see definitions in Paragraph 40 - Deposit Return, Surrender, And Abandonment). Upon your request, you will be provided reasonable access to your property during the five (5) days after an eviction lockout to retrieve essential personal effects (i.e. medication, baby formula, basic clothing and care items).

Storage. Owner or Owner's agents will store property removed after judicial eviction, surrender, or abandonment of the apartment for state required statutory number of days after the abandonment, eviction, or end of the rental period. Except for essential personal effects (i.e. medication, baby formula, basic clothing and care items) subject to retrieval in the five (5) days after eviction lockout. Owner does have the ability to charge and collect the reasonable and actual costs of inventory, moving and storage before releasing any property to Resident, or their representative, after Resident moves out.

Property Left in Premises. Owner will store property remaining in the Premises for 30 days after the abandonment, eviction, or surrender of the Premises. Automobiles will be disposed of in accordance with Chapter 487 of the Nevada Revised Statutes.

Redemption. If Owner or Owner's agent has removed and stored property, you may redeem the property by paying the reasonable and actual charges for packing, removing, and storing when required by state law. Owner may return redeemed property at the place of storage, the management office, or the apartment (at our option). We or our agent may require payment by money order, or certified check. These redemption options do not apply to essential personal effects (i.e. medication, baby formula, basic clothing and care items) subject to retrieval in the five (5) days after an eviction lockout.

Disposition or Sale. After complying with the notification and storage procedures for disposal of personal property abandoned or left on the premises, Owner or Owner's agent may dispose of or sell personal property which was abandoned or left in the apartment in order to recover the reasonable and actual costs of packing, removing, and storing the property. Owner or Owner's agent will make a reasonable effort to locate you and notify you of our intention to dispose of the property as provided by state law. Notice will be mailed to Resident, at Resident's present address, and if that address is unknown, then at Resident's last known address.

42. **JOINT & SEVERAL LIABILITY.** The undersigned Residents, whether or not in actual possession of the premises, are jointly and severally liable for all obligations under this Lease Agreement and shall indemnify Owner for liability arising prior to the return of possession to Owner for personal injuries or property damage caused or permitted by Residents, their Guests, and Occupants. This does not waive "Owner's duty of care" to prevent personal injury or property damage where that duty is imposed by law. If you or any Guest or Occupant violates the Lease Agreement or rules, all Residents are considered to have violated the Lease Agreement. Our requests and notices (including sale

notices) to any Resident constitute notice to all Residents and Occupants. Notices and requests from any Resident or Occupant (including notices of lease termination, repair requests, and entry permissions) constitute notice from all Residents. In eviction suits, each Resident is considered the agent of all other residents in the apartment for service of process. Security-deposit refunds and deduction itemizations of multiple residents will comply with Paragraph 40 (Deposit Return, Surrender, and Abandonment).

43. **FORCE MAJEURE.** If Owner is prevented from completing performances of any obligations hereunder by an act of God, strikes, epidemics, war, acts of terrorism, riots, flood, fire, hurricane, tornado, sabotage, or other occurrence which is beyond the control of the parties, then we shall be excused from any further performance of obligations and undertakings hereunder, to the full extent allowed under applicable law. Furthermore, if such an event damages the property to materially affect its habitability by some or all residents, we reserve the right to vacate any and all leases and you agree to excuse us from any further performance of obligations and undertakings hereunder, to the full extent allowed under applicable law.

44. **SEVERABILITY CLAUSE.** If any provision of this Lease Agreement is held illegal or unenforceable in a judicial proceeding or arbitration, such provision shall be severed and shall be inoperative, and the remainder of this Lease Agreement shall remain operative and binding on the Parties. Resident and Owner agree that the court shall interpret this Lease Agreement and addenda in a manner such as to uphold the valid portions of this Lease Agreement while preserving the intent to the Parties.

45. **ENTIRE AGREEMENT/WAIVERS/LANGUAGE/JURISDICTION.** Neither Owner nor any of Owner's representatives have made any oral promises, representations, or agreements other than those set forth herein. This Lease Agreement, which includes all attachments referred to herein, constitutes the entire agreement between Resident and Owner. Our representatives (including management personnel, employees, and agents) have no authority to waive, amend, or terminate your tenancy or any part of it, unless in writing, and no authority to make promises, representations, or agreements that impose security duties or other obligations on us or our representatives unless in writing. No action or omission of Owner's representative will be considered a waiver of any subsequent violation, default, or time or place of performance. Owner not enforcing or belatedly enforcing written-notice requirements, rental due dates, acceleration, liens, or other rights, isn't a waiver under any circumstances. Except when notice or demand is required by statute, Resident waives any notice and demand for performance from Owner if Resident defaults. Written notice to or from Owner's agents constitutes notice to or from Owner. Any person giving a notice under this Lease Agreement should retain a copy of the memo, letter or fax that was given. Fax signatures are binding. All notices must be signed.

Exercising one remedy won't constitute an election or waiver of other remedies. All remedies are cumulative. No employee, agent, or management company is personally liable for any of our contractual, statutory, or other obligations merely by virtue of acting on our behalf. This Lease Agreement binds subsequent owners. Neither an invalid clause nor the omission of initials on any page invalidates this Lease Agreement. All provisions regarding our non-liability and non-duty apply to our employees, agents, and management companies. This Lease Agreement is subordinate or superior to existing and future recorded mortgages, at the lender's option. All notices and documents may be in English and, at our option, in any language that you read or speak. All lease obligations must be performed in the county where the apartment is located.

46. RESOLUTION OF CONFLICTS & ARBITRATION. AS SET FORTH MORE FULLY IN THE SEPARATE WRITTEN ARBITRATION ADDENDUM, ASIDE FROM AN ACTION FOR EVICTION OR COLLECTION OF AMOUNTS OWED FOR AN EVICTION ACTION, ANY CONTROVERSY OR CLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT, THE BREACH THEREOF, OR CLAIM FOR PERSONAL INJURIES OR PROPERTY DAMAGES RELATED TO THE PREMISES OR PROPERTY BETWEEN THE PARTIES (INCLUDING ANY MINOR OR INCOMPETANT OCCUPANT ON WHOSE BEHALF THIS LEASE AGREEMENT WAS ENTERED BY A RESIDENT) SHALL BE SETTLED BY ARBITRATION ADMINISTERED BY THE AMERICAN ARBITRATION ASSOCIATION. The arbitration hearing shall take place before a single arbitrator in the state where the property is located at the American Arbitration Association office located closest to the Property. The arbitrator shall issue findings of facts and conclusions of law. Judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

WAIVER OF JURY TRIAL. IF ARBITRATION IS NOT USED, TO MINIMIZE LEGAL EXPENSES AND, TO THE EXTENT ALLOWED BY LAW, YOU AND WE AGREE THAT A TRIAL OF ANY LAWSUIT BASED ON STATUTE, COMMON LAW, AND/OR RELATED TO THIS LEASE AGREEMENT SHALL BE TO A JUDGE AND NOT A JURY.

47. ORIGINALS AND ADDENDA. This Lease Agreement, and the other independent agreements (as applicable, the Arbitration Agreement, Parking Agreement and/or Storage Agreement) may have been executed in multiple parts by separate parties, but each separate part will together be deemed to be an original, with original signatures, regardless of whether executed with a handwritten or electronic signature. Owner will provide Resident(s) with one copy of this Lease Agreement. Resident's copy of the Lease Agreement may be in paper format, or if the Lease Agreement is completed electronically then in an electronic format, or at Resident's request sent via e-mail if Owner has communicated by e-mail about this Lease Agreement. Owner's rules and community policies, if any, will be attached to the Lease Agreement and provided to Resident at signing. When an Inventory and Condition form or Move-In form is completed, Resident should retain a copy, and Owner should retain a copy. Any addenda or amendments you sign as a part of executing this Lease Agreement, Resident(s)' rental application(s), Arbitration Agreement, Parking Agreement, and/or Storage Agreement are binding, and to the extent permissible by law without rendering such Agreement(s) invalid or without such services being deemed to be services under this Lease Agreement, are hereby incorporated into and made a part of this Lease Agreement between Resident and Owner. Any material misrepresentation or omission made by any Resident in their application will constitute a material breach of this Lease Agreement.

Addenda

This Lease Agreement, along with any Arbitration Agreement, Parking Agreement and/or Storage Agreement is, or are, the entire agreement between Owner and Resident(s). Resident(s) acknowledge that Resident(s) are NOT relying on any oral representations. By initialing as provided below, each Resident acknowledges receipt of the following applicable addenda (as checked), copies of which are attached hereto.

Independent Agreements

Resident(s) agree to pay the Independent Agreement Fees listed in Paragraph 4 above, but understand that such services are governed by a separate agreement that is not part of the Lease.

Such services are only offered to Residents with a current, valid lease, and are provided consistent with the provisions contained in the independent parking or storage agreement as applicable. In the event this Lease is terminated for any reason, the independent parking and/or storage agreement will also terminate at the same time.

Resident may terminate an independent agreement, other than the Arbitration Agreement, prior to terminating this Lease Agreement without any effect on this Lease, and any changes to an independent agreement will not be deemed a change in periodic rent charges or a change in services offered under this Lease.

When an independent parking agreement exists, Resident(s) has not relied on the continued availability of more than one parking space per residential unit rented.

By initialing below, each Resident acknowledges receipt of the following applicable independent agreements (as checked), copies of which are attached hereto.

30 RG

The undersigned Resident(s) acknowledge(s) having read and understood the foregoing, and receipt of a duplicate original.

³¹ *Russell Greer*

³² *Ana Maricela Garcia*

JUSTICE COURT, LAS VEGAS TOWNSHIP
CLARK COUNTY, NEVADA

Westland Townhome Villas LLC DBA Townhome Vil CASE NO. 24E018422

Landlord,

-vs-

Russell Greer

Tenant.

MOTION TO CONTINUE
SUMMARY EVICTION HEARING AND/OR
FOR TELEPHONIC APPEARANCE

I am the (check one box) Landlord or Tenant in this summary eviction case, and I request that the Court:

continue the hearing set for (insert current date of hearing) 7-8-24 for the following reasons (describe why you need a continuance):

I need a continuance because i am trying to set up meditation. There respectfully isnt enough time between the date the order was set for a hearing and the actual hearing of 7-8-24 for reasonable mediation. The summary eviction answer form made it seem as if i had 30 days to do a mediation, yet the hearing was set within less than two weeks. Exhibit A shows tenant has requested mediation.

allow for my telephonic appearance for the following reasons (describe why you are requesting a telephonic appearance):

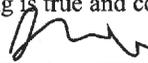
If my request for a telephonic appearance is granted, the telephone number where I can be reached for the hearing is (insert your telephone number where you want to be called for the hearing):

I am including the following documents to support my request (attaching documents will help prove your request):

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

06/28/2024
(Date)

Russell Greer
(Print name)


(Signature)

CERTIFICATE OF MAILING

I HEREBY CERTIFY that I served the foregoing MOTION TO CONTINUE SUMMARY EVICTION HEARING on (insert date of service) 06/28/2024, pursuant to JCRCP 5(b) by depositing a copy of the same in the United States Mail in Las Vegas, NV, postage prepaid, addressed as follows:

(Other party's name) Westland Townhome Villas LLC DBA Townhome Vil
(Other party's address) 1000 Dumont Blvd Las Vegas Nv 89169

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

06/28/2024
(Date)

Russell Greer
(Print name)

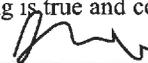

(Signature)

EXHIBIT A

NEIGHBORHOOD JUSTICE CENTER INTAKE SHEET

330 S. Third Street, Suite #600, Las Vegas, NV 89101

702-455-3898

mediation.works@clarkcountyNV.gov

Date. 06-28-24 _____

Case# 24E018422

Complainant	Respondent
<p>Name: Westland Townhome Villas LLC DBA Townhome Vil _____</p> <p>Bus. Name: _____</p> <p>Title: _____</p> <p>Address: 1000 Dumont Blvd Las Vegas Nv 89169 _____</p> <p>Phone: 5624738749 _____ (Home/ Work/ Cellular)</p> <p>Email: townhomevillaslasvegas@emailrelay.com _____</p>	<p>Name: Russell Greer _____</p> <p>Bus. Name: _____</p> <p>Title: _____</p> <p>Address: _____ 1100 Dumont Blvd, Apt 139, Las Vegas, NV 89169</p> <p>Phone: 801-895-3501 _____ (Home/ Work/ Cellular)</p> <p>Email: russmark@gmail.com _____</p>
<p>Additional Party:</p> <p>_____</p> <p>Phone: _____</p> <p>Attorney:</p> <p>_____</p> <p>Phone: _____</p>	<p>Additional Party:</p> <p>_____</p> <p>Phone: _____</p> <p>Attorney:</p> <p>_____</p> <p>Phone: _____</p>
<p>Brief description of the dispute:</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p>	<p>My landlord agreed to a \$500 a week payment.</p> <p>They didnt secure the gate and so a repo took my source of income, breaching THEIR promise. They are now punishing tenant for their failure. I offered more money and they refused to accept.</p>
<p>Availability for mediation:</p> <p>_____</p> <p>_____</p>	<p>Availability for mediation:</p> <p>M-F</p> <p>_____</p> <p>_____</p>

**JUSTICE COURT, LAS VEGAS TOWNSHIP
CLARK COUNTY, NEVADA**

FILED: 7/8/2024
NJM
JUSTICE COURT
LAS VEGAS NEVADA
Jessica Gurley
CLERK OF THE COURT

Westland LLC, DBA Townhome Villas LLC, Landlord(s)
vs.
Russell Greer, AKA Russell Godfrey Greer, Tenant(s)

CASE NO : 24E018422
DEPT: JC Civil Evictions

ORDER FOR SUMMARY EVICTION

The Court being fully advised and finding good cause therefore, it is hereby **ORDERED, ADJUDGED AND DECREED** that the Constable/Sheriff, not earlier than twenty-four (24) hours but not later than thirty-six (36) hours after the effective date of this order, is hereby authorized to enter, using all necessary force as may be required, upon the premises known generally as:

**1100 Dumont Blvd C139
Las Vegas, NV 89169**

Located in Las Vegas Township, Clark County, Nevada, and to summarily remove the Defendant/Tenant from the property, and Plaintiff/Landlord is hereby awarded the right of possession of the premises.

YOU WILL BE EVICTED ON _____

Monday, July 8, 2024

DATE


HEARING MASTER
DAVID BROWN

IMPORTANT NOTICE

Tenants and all Occupants should remove any and all belongings prior to the Eviction date. If Tenants or Occupants have not fully vacated prior to lock, they should prepare to leave with their essential personal effects, including, without limitation, medication, baby formula, basic clothing and personal care items. Recovery of any personal property remaining in the premises after the lockout, must be done by coordination with the Landlord or in accordance with NRS 40.253(7) and NRS 118a.460

Any animal remaining on the property will be impounded. To recover, please contact the Animal Foundation, 700 N Mojave Rd., (702) 384-3333

Employees of the Court and Constable Office are prohibited from providing legal advice. Legal information may be obtained from Legal Aid Center of Southern Nevada at 702-386-1070 or Nevada Legal Services at 702-386-0404.

ATTENTION LANDLORD: This eviction order is effective on 7/8/2024 12:00:00 AM. This eviction order expires pursuant to LVJCLRP 6.2(g) and cannot be used to lock out any tenant after expiration.

JUSTICE COURT, TOWNSHIP OF Las Vegas
CLARK COUNTY, NEVADA

1
2 Landlord's Westland Townhome Villas LLC DBA Townhome Vil
Name:

Case No.: 24E018422
Dept No.: JC Evictions

3
4 Landlord,
vs.

5 Tenant's
Name: Russell Greer
6 Address: 1100 Dumont Blvd, Apt 139, Las Vegas, NV 89169
City and Zip:
7 Phone: 801-895-3501
E-Mail: rusmark@gmail.com

**MOTION TO STAY (DELAY)
ORDER FOR SUMMARY
EVICTION**

8
9 Tenant.

10 Tenant, appearing in proper person, requests that the Court stay (delay) a summary eviction
11 pursuant to NRS 70.010 and JCRCP 110.

12 I understand that the Court can only stay (delay) an eviction for up to ten days. After any delay
13 granted by the Court expires, any eviction order issued by the Court will be enforced. I ask the Court to
14 stay the summary eviction for *(insert number of days, up to 10)* 10 days for the following reasons
15 *(explain below):*

16 Tenant kindly asks the Court to stay the eviction for 10 days because he is still searching for a
17 place to live. He has no family in Las Vegas and is searching for other living accommodations.
18
19
20
21

22 Check if attaching additional pages.

23 I declare under penalty of perjury under the law of the State of Nevada that the foregoing is true
24 and correct.

25
26 07/09/2024

(Date)

Russell Greer

(Type or Print Name)



(Signature)

1 JUSTICE COURT, LAS VEGAS TOWNSHIP

2 CLARK COUNTY, NEVADA

3 Westland LLC,

4 Landlord(s)

CASE NO.: 24E018422

DEPT. NO.: JC CIVIL EVICTIONS

5 vs.

6 Russell Greer,

7 Tenant(s)

ORDER REGARDING
MOTION TO STAY

8
9 This matter came before the Court on the Tenant's Motion to Stay Order For Summary Eviction. The Court has reviewed the pleadings and documentation on file herein and finds as follows:

10 IT IS HEREBY ORDERED:

11 The Motion is GRANTED. The eviction order entered herein is stayed until the ____ day of _____, 20____, at the hour of _____ .m.

12 The Motion is GRANTED. The eviction is stayed pending hearing on Tenant's Motion to Set Aside Summary Eviction.

13
14 The Motion shall be heard on the ____ day of _____ 20____ at _____ .m. in Courtroom _____, Regional Justice Center, 200 Lewis Avenue, Las Vegas, NV 89155. The
15 eviction is stayed pending hearing.

16 The Motion is DENIED. The Tenant is not eligible for an affirmative defense or stay of case
17 pursuant to AB 486 as it expired on June 5, 2023.

18 The Motion is DENIED. The Court finds no good cause to stay execution of the summary
19 eviction order.

20 The Motion is DENIED. This Motion is not the proper method of challenging the basis for
21 the eviction order.

22 The Motion is DENIED. The maximum statutory stay period of ten (10) days has already
23 expired since the date of the eviction order.

24 The Motion is DENIED. The motion is moot as the summary eviction order has been set
25 aside.

26 The Motion is DENIED. The Tenant has already filed a Motion to Stay asserting the same
27 grounds that has been ruled upon. Successive filings are not authorized pursuant to LVJCLRP 6.4(e).

28 DATED this 9th day of July, 2024.



Amy Ferreira
HEARING MASTER

Las Vegas

JUSTICE COURT, TOWNSHIP OF _____
CLARK COUNTY, NEVADA

Landlord's Name: Westland Townhome Villas LLC DBA Townhome Vil

24E018422

Case No.: JC Evictions

Dept No.: _____

Landlord,

vs.

Department #: LVJC Civil Evictions

Tenant's Name: Russell Greer

Address: 1100 Dumont Blvd, Apt 139, Las Vegas, NV 89169

City and Zip: _____

Phone: _____

E-Mail: _____

Tenant.

**MOTION TO SET ASIDE
(CANCEL) ORDER FOR
SUMMARY EVICTION AND SEAL
CASE**

Tenant, appearing in proper person, requests that the Court set aside (cancel) the summary eviction order in this case pursuant to JCRCP 60(b) and/or LVJCLRP 6.5.

This Court can set aside the summary eviction order if I am able to show that my failure to act in this case was due to mistake, inadvertence, surprise, or excusable neglect, or was the result of some fraud, misrepresentation, or misconduct by my landlord. This Court can also set aside the order if I have satisfied it by moving out, among other reasons.

I did file a timely answer to the eviction notice.

I did not file an answer to the eviction notice because: *(explain why you did not file an answer in the time*

period allotted by the eviction notice):

The summary eviction order in this case should be set aside because *(state in detail the facts, circumstances, and legal arguments that support your request, including any valid legal defense you had to the eviction):*

4 reasons to set aside: (1) Westland LLC omitted to the Court that they fixed the gate on 6-20-24, shortly after that the answer was filed, implying that they knew

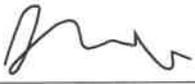
they owed a duty to tenant and they were trying to cover themselves, proving it wasn't a red herring" as the court said it was.

(2)The Court also misunderstood tenant's position. He never blamed the car

Check if attaching additional pages.

1 Additionally, if this Court should order the set aside of the eviction order, I request that the
2 summary eviction case be sealed pursuant to NRS Chapter 40, as amended by Assembly Bill 107, Section
3 2(b)(1).

4 I declare under penalty of perjury under the law of the State of Nevada that the foregoing is true
5 and correct.

6 07/15/2024 Russell Greer 
(Date) (Type or Print Name) (Signature)

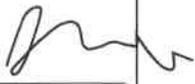
7
8 **CERTIFICATE OF SERVICE**

9 I CERTIFY that on (insert date motion was served) 07-15-24, I served the
10 **MOTION TO SET ASIDE (CANCEL) ORDER FOR SUMMARY EVICTION AND SEAL CASE,**
11 pursuant to JCRCP 5(b), by the following method (check one box):

- 12 Depositing a copy of the motion in the United States Mail, postage prepaid, to the address listed
13 below (below insert name and mailing address of Landlord or Landlord's attorney).
14 Delivering, by hand delivery, a copy of the motion to the address listed below and leaving it (i) with
15 Landlord or Landlord's attorney; (ii) at the office of Landlord or Landlord's attorney with a person in
16 charge or, if there is no one in charge, in a conspicuous place; or (iii) at Landlord's dwelling house
17 with a person of suitable age and discretion residing there (below insert name and mailing address of
18 Landlord, Landlord's agent or attorney, or person of suitable age and discretion, as applicable).

19 1000 Dumont Blvd Las Vegas Nv 89169
20 _____
21 _____
22 _____

23 I declare under penalty of perjury under the law of the State of Nevada that the foregoing is true
24 and correct.

25 7-15-24 Russell Greer 
(Date) (Type or Print Name) (Signature)

(2) Tenant never blamed the car loan issues on anybody else, but a faulty alternator, which he explained he was relying on his car for work and is how he was paying rent and bills. However, he WAS relying on Landlord to uphold their end of the lease agreement to protect his car in their advertised gated community, as he tried crawling out of the hole to catch everything up. It's a classic case of breach of contract: plaintiff couldn't perform his promise because landlord didn't uphold their end and is where the "but for" argument comes into effect. Tenant even told his landlord he needed his car for money when they made the agreement.

(3) the summary eviction order must be set aside because procedurally, the order is legally invalid because tenant cited binding case law that showed landlord owed a duty. The Court was legally required to issue a written opinion showing why the case of *Scialabba* didn't apply. The Court didn't and only said tenant was using a red herring. The Nevada Supreme Court has held that, "**Dispositional court orders that are not administrative in nature, but deal with the procedural posture or merits of the underlying controversy, must be written, signed, and filed before they become effective.**" *State Div. Child Fam. V. District Court*, 120 Nev. 445 (NEV. 2004). Because the underlying controversy of the case dealt with whether landlord owed a duty to fix the gate and that *Scialabba* required this, the Court was required to write why *Scialabba* wasn't binding. Therefore, without that written order, the summary eviction MUST be vacated.

(4) landlord misrepresented to the Court the amount of rent owed. The amount is \$8,000 because the landlord wouldn't accept any more payments. The balance was 5900 when tenant had lost his car and two weeks lapsed and tenant got a new car to continue his work and landlord refused to accept more money.

Exhibit A

7:44

5G 26

< Inbox

3 Messages



Found in Gmail At Mail Mailbox



4006 Townhome Villas

6/20/24

To: Russell Greer >

GATE WISE IS ACTIVE!

Hello Residents!

Gate Wise is officially activated and our gates have been closed.

Please make sure you get your app set up for the system or you will not be able to enter the community.

You will need to download the GateWise App on your phone for entry!

<https://gatewise.com/>

Our mailing address is:

4006 - Townhome Villas
1000 & 1100 Dumont Boulevard
Las Vegas, NV 89169

Is this email not displaying correctly?

[View it in your browser](#)

Gatewise Mobile App

Open gates and doors
with your phone

The Gatewise mobile app
lets you conveniently access



JUSTICE COURT, LAS VEGAS TOWNSHIP

CLARK COUNTY, NEVADA

Westland LLC,

Landlord(s)

CASE NO.: 24E018422

DEPT. NO.: JC CIVIL EVICTIONS

vs.

ORDER REGARDING TENANT'S
MOTION TO SET ASIDE ORDER
FOR SUMMARY EVICTION

Russell Greer,

Tenant(s)

This matter came before the Court on the Tenant's Motion to Set Aside (Cancel) Order for Summary Eviction. The Court has reviewed the pleadings and documentation on file herein and finds good cause for the following:

IT IS HEREBY ORDERED:

The Motion shall be heard on the ____ day of _____ 20____ at _____
____.m. in Courtroom _____, Regional Justice Center, 200 Lewis Avenue, Las Vegas, NV 89155. The
eviction order entered herein is STAYED until the hearing.

The Motion is GRANTED and the Order for Summary Eviction previously entered in this
case is hereby RESCINDED. The Complaint for Summary Eviction in this case is hereby DISMISSED
and the eviction case court file SEALED, pursuant to NRS 40.2545.

The Motion is DENIED. The issues raised in the Motion to Set Aside were already raised
and ruled upon at the summary eviction hearing, or the Tenant failed to appear at the summary eviction
hearing.

The Motion is DENIED. Pursuant to NRS 40.253/40.254, legal defenses must be raised by
filing an Affidavit (Answer) contesting an eviction notice with the Court within the timeframe specified
on the eviction notice. The Court finds the legal defenses raised for the first time in the Tenant's Motion
to Set Aside to be untimely and will not be considered.

The Motion is DENIED. The Tenant is not eligible for an affirmative defense or stay of case
pursuant to AB 486 as it expired on June 5, 2023.

DATED this 15th day of July, 2024.


Amy Ferreira
HEARING MASTER

JUSTICE COURT, TOWNSHIP OF Las Vegas
CLARK COUNTY, NEVADA

1
2 Landlord's Name: Westland Townhome Villas LLC DBA Townhome Vil

Case No.: 24E018422
Dept No.: JC Evictions

3
4 vs. Landlord,

5 Tenant's Name: Russell Greer
6 Address: 1100 Dumont Blvd, Apt 139, Las Vegas, NV 89169
7 City and Zip: _____
8 Phone: 801-895-3501
E-Mail: rusmark@gmail.com

**Renewed/Second
MOTION TO STAY (DELAY)
ORDER FOR SUMMARY
EVICTION**

9 Tenant.

10 Tenant, appearing in proper person, requests that the Court stay (delay) a summary eviction
11 pursuant to NRS 70.010 and JCRCPC 110.

12 I understand that the Court can only stay (delay) an eviction for up to ten days. After any delay
13 granted by the Court expires, any eviction order issued by the Court will be enforced. I ask the Court to
14 stay the summary eviction for (insert number of days, up to 10) 4 days for the following reasons
15 (explain below):

16 Tenant asks the Court to Stay the Eviction to allow him enough time to
17 appeal to the 8th judicial district court. Tenant asks for 4 days because the
18 Court allows 10 judicial days to appeal to the district court. The 10th (last)
19 judicial day to file an appeal would be monday the 22nd. As this Court knows,
20 the appeal requires points and authorities and a bond. For tenant to put that
21 all together, he needs his 4 days,
22 He kindly asks the Court to show any type of mercy to grant this 4 day stay,

Check if attaching additional pages.

23 I declare under penalty of perjury under the law of the State of Nevada that the foregoing is true
24 and correct.

25
26 07/16/2024
(Date)

Russell Greer
(Type or Print Name)


(Signature)

JUSTICE COURT, LAS VEGAS TOWNSHIP

CLARK COUNTY, NEVADA

Westland LLC,

Landlord(s)

vs.

Russell Greer,

Tenant(s)

CASE NO.: 24E018422
DEPT. NO.: JC CIVIL EVICTIONS

ORDER REGARDING
MOTION TO STAY

This matter came before the Court on the Tenant's Motion to Stay Order for Summary Eviction. The Court has reviewed the pleadings and documentation on file herein and finds as follows:

IT IS HEREBY ORDERED:

The Motion is GRANTED. The eviction order entered herein is stayed until the ____ day of _____, 20____, at the hour of _____m.

The Motion is GRANTED. The eviction is stayed pending hearing on Tenant's Motion to Set Aside Summary Eviction.

The Motion shall be heard on the ____ day of _____ 20____ at _____m. in Courtroom _____, Regional Justice Center, 200 Lewis Avenue, Las Vegas, NV 89155. The eviction is stayed pending hearing.

The Motion is DENIED. The Tenant is not eligible for an affirmative defense or stay of case pursuant to AB 486 as it expired on June 5, 2023.

The Motion is DENIED. The Court finds no good cause to stay execution of the summary eviction order.

The Motion is DENIED. This Motion is not the proper method of challenging the basis for the eviction order.

The Motion is DENIED. The maximum statutory stay period of ten (10) days has already expired since the date of the eviction order.

The Motion is DENIED. The motion is moot as the summary eviction order has been set aside.

The Motion is DENIED. The Tenant has already filed a Motion to Stay asserting the same grounds that has been ruled upon. Successive filings are not authorized pursuant to LVJCLRP 6.4(e).

DATED this 17th day of July, 2024


Amy Ferreira
HEARING MASTER

* Court has already denied a motion to stay. No additional motions will be considered.