

Sunset Mobile Home Park LLC. **Space Rental Agreement**

THIS AGREEMENT is made and entered into this _____ day of _____, 20__, by and between SUNSET MOBILE HOME PARK LLC (hereinafter the "Landlord") and those persons listed on the last page of this Lease Agreement (hereinafter the "Agreement") as the Resident (hereinafter the "Tenants"). Neither this lease nor the conduct of the parties shall be deemed to create an ownership interest in the home site conveyed herein, nor any rights other than those expressly set out in this lease agreement. The Rental provisions agreed herein cannot be revised by any Ordinance, Rule, Law, Regulation, or initiative measure adopted by any Governmental entity which establishes a maximum amount that a landlord or owner may charge a Tenant for rent. This agreement contains the entire understanding between the parties, and no other representation or inducement, verbal or written, has been made which is not contained in the contract.

Definitions

"Guests" includes all of Tenant's agents, persons sharing the Homesite, invitees, permit tees or licensees or other persons in the Community or on the Homesite at the invitation, request of tolerance of the Tenant.

"Community" means SUNSET MOBILE HOME PARK or SUNSET COMMUNITY. A mobile home park physically located at 1300 W. Basin Ave, Pahrump Nevada 89060.

"Park" means SUNSET MOBILE HOME PARK or SUNSET COMMUNITY. A mobile home park physically located at 1300 W. Basin Ave, Pahrump Nevada 89060.

"Community Facilities" means those areas and facilities of the Community generally open to Tenant's and their guests.

"Community Architectural Guidelines" (CAG) a document provided on request which define the requirements of appurtenance, amenities, and placement on or to the homes placed or on a homesite.

"Homesite" means the real property rented to Tenant by Landlord. The boundaries of the real property rented to Tenant shall be the lesser of either (1) the lot lines as determined by a governmentally approved survey or by a recorded plot plan, or (2) the physical boundaries of the Homesite which are marked on the Homesite and accepted by Tenant as they are at the time into which this Agreement is entered.

"Primary Tenant" is a homeowner who is fifty-five (55) years of age or older as of the date of lease execution.

"Additional Tenant(s)" is a homeowner or other person who lawfully occupies a manufactured home, is listed on the last page of this Agreement and has executed this Agreement.

"Landlord" means the Owners of the Community, SUNSET MOBILE HOME PARK LLC, 8224 W. Charleston Blvd. Suite 1, Las Vegas, Nevada 89117, including the Landlord's partners, directors, representatives, officer, employees, agents and Community Manager, and shall mean landlord for interpreting any applicable laws or regulations.

"Chapter 118B" means those provisions of the Nevada Revised Statutes Chapter 118B which is Nevada Law governing the operations of Manufactured and Mobile Home Parks in the State of Nevada.

“Landlord’s Approval” or “approval of Landlord,” “Landlord’s consent” or “consent of Landlord” or other similar terms as used in this Agreement or in other documents referred to in this Agreement, means that the Landlord’s prior written approval must have been obtained by Tenant. If Landlord’s prior written approval is required, Tenant shall submit a written request to Landlord which describes the action Tenant proposes to take and requests Landlord to give prior written approval, before Tenant commences any such action requiring Landlord’s approval.

“Base Rent” is defined as the beginning rent listed in paragraph 3.A.

“Property Tax Charge” is defined as a separate component of monthly rent which reflects a Tenant’s monthly pro-rata share of property taxes paid by Landlord. Landlord shall notify all Tenants of the Community-wide preliminary tax assessment if charged by Landlord as additional rent 90 days before that period’s charges are incurred by Landlord and subsequently billed to Tenant.

“Pro-Rata Share” is defined as taking a cost or charged paid by the Landlord, dividing it by the number of spaces in the community producing the amount born, charged, or otherwise due by each Tenant in the form of an additional rent charge.

These definitions set forth in this paragraph shall apply unless the context indicates that a different meaning is intended.

1. Premises

Landlord hereby leases to Tenant the following described space upon the terms and conditions set forth in this Agreement.

Space No. _____ 1300 W. Basin Ave. Pahrump, NV 89060
(Mobile Home Park Address)

The approximate dimensions of the space are: _____

Tenant agrees that if the actual dimensions are smaller than the above stated calculation. Landlord shall not be liable to Tenant for a reduction in rent.

In addition to the space, Landlord also rents to Tenant the reasonable and shared use of certain limited amenities including NONE

Any other amenities or services offered by the Park, but specifically set forth hereunder, are not part of this Agreement and Landlord shall have no responsibility to maintain or continue same. Moreover, before tenants are entitled to a reduction of rent due to an elimination of a service or amenity, pursuant to Chapter 118B, the Landlord must be given a reasonable time to replace the amenity or service.

Upon execution of this Agreement, Tenant acknowledges that Tenant has carefully inspected the Homesite to be leased and all the Communities facilities, has found them to be in good and sanitary order, condition and repair as represented by Community to Tenant, either orally or in writing, and to the extent that they are not exactly as represented, either orally or in writing, agrees to accept them as they are.

2. Term

The term of this Agreement shall be month-to-month commencing on the _____ day of _____ 20_____ until terminated as hereinafter provided.

3. Rent, Payment, and Charges

- A. Base Rents for the space are payable monthly in advance on the first day of each calendar month. Base rent for the premises shall be **\$695** per month. The first month's rent may be prorated. Partial payment of rent (as defined in this Article and Article 4) will not be accepted by the Landlord and failure to pay the entire amount of rent due constitutes a breach of the Rental Agreement. The monthly base rent may be increased according to Chapter 118B.
- B. All rents, fees, or charges shall be paid by cash, check, draft or money order payable and delivered to Landlord at the office at the Park or any other location set forth by the Landlord. (As of 01/01/2005 it exists as) 8224 West Charleston Blvd, Suite 1,, Las Vegas, Nevada 89117. The Landlord may provide discounts to the base rents as provided by Chapter 118B.
- C. In the event monthly rent is not paid in full on or before the 5th day of the month, an additional late fee(s) will be charged and added to rent due, in the maximum amount allowed by Chapter 118B. Late fees continue until payment in full of the rent and late charges.
- D. A service charge of twenty-five (\$25.00) will be imposed for each check dishonored for any reason. Dishonored checks cannot be re-deposited and must be replaced by cash, cashier's check or money order. The replacement funds must include the twenty-five (\$25.00) service charge and applicable late charge due through the replacement date. Landlord reserves the right to refuse personal checks in the event Tenant has two checks dishonored by the bank.
- E. Other Charges: Charges that Tenant may also pay as additional monthly charges or Additional Rents, on or before the first day of each month if the Tenant incurs such a charge as allowed by Chapter 118B

Damage to Park Property by tenant or guest or hired persons .	\$ actual cost
Landscape Maintenance Fee (if applicable)	\$ actual cost
Clean Up Charges (if applicable).....	\$ actual cost
Pet Charges (if applicable)	\$ actual cost
Pet Violation Fee	\$25 per incident.
Vehicle Storage Charge (if applicable)	\$ 50 a month
Destruction to Park Property (if applicable)	\$ actual cost
Guest Staying over 60 days (if applicable)	\$ 25 monthly
Landscape maintenance Fee (if applicable)	\$ 50% of base rent
Failure to Compile with Notice Fee (if applicable)	\$ 5 dollars a day.
Speeding in the park as determined by management	\$ 25.00

- F. Additional Rents: Landlord may charge as additional rents with a 90-day notice to Tenant, Tenants Pro-rata Share of charges, cost or amounts paid out by Landlord for Property Tax Charges, Sales Taxes, State Local or Federal Taxes assessed, Water or Sewer fees or costs associated with bring or supplying those items to the Tenant, and/or Government Required Services and/or Capital Improvements. If Landlord elects to charge for any item under this paragraph, landlord will charge as directed by Chapter 118B.
- G. Property Taxes - Tenant shall pay directly to the assessing body or party, when due, all municipal, county, state and federal property taxes on Tenant's manufactured home and other property owned by Tenant, and other taxes levied upon the Premises, Tenant or Landlord in connection with the use and occupancy of the Premises by Tenant. This includes property taxes on accessory equipment and structures (including, but not limited to, awnings, skirting, storage sheds, garages, steps and porches) and other improvements made or installed by Tenant, former Tenants or by persons other than Landlord.

4. Services and Utilities

The following are the utilities and services that are available to the Tenant at the time of this contract. These utilities and their charges or non charges at the time of this contract can change as per paragraph 3.F under this contract.

	Gas	Electricity	Water	Sewer	Trash	Cable TV
Included in rent						
Sub-metered						
Pro-Rated						
Billed by Supplier						

Each space may be provided a utility: however, the maintenance of those utility line, pipes, or wires for each space are as follows: Each space is provided a power pedestal a sewer outlet and a main water value. The tenant hereby agrees to maintain the three unitizes "lateral lines" in the following manor. 1. Water pipes from the street on/off valve throughout the entirety of the space. 2. The sewer "lateral" from the home until the Septic Tank or Wastewater Treatment system street connection. 3. The electrical lateral from the Electrical post throughout the entirety of the space. The Landlord shall maintain 1. The main water wells and its piping to the street on/off value of each space. 2. The sewer septic tank itself or the main wastewater treatment system. 3. The main electrical system located in the park to the electrical post of each space.

Due to use of septic tanks within the Park, Water Softeners are not allowed to be used, hooked up, or installed to any home in the Park.

Tenant Agrees and acknowledges that they must contract with the local Trash Collection Service that is used by the Park and required by the Park, for a minimum of weekly pickups of trash for their home site. Trash service is not an option for the Tenant or for Tenancy within The Park and must use the Park's required Provide that services the majority of the Park.

5. Use and Occupancy

The mobile home and the premises shall be used only for private residential purposes and no business or commercial activity of any sort shall be conducted thereon. Occupancy of the premises shall be limited to two (2) individuals fifty-five (55) years of age or older.

The names of the persons or Tenants who are to occupy the mobile home are as follows:

- (1) _____ Age _____
- (2) _____ Age _____
- (3) _____ Age _____

A tenant who is living alone may allow one other person to live at the space. Guests visiting tenants must register with the Park within seventy two (72) hours after arrival, Sundays and Holidays excluded. A guest may not stay with a Tenant more than sixty (30) days in a calendar year unless they register and are accepted by the Park as an additional Tenant and are over 55 years of age.

Tenant(s) must submit to Landlord at the time of execution of this Agreement:

Photograph of Tenants.

Copy of Tenants License and/or other proof of age.

Occupancy questionnaire containing the following information: (Application for Residency)

- A. Names of all occupants of the space;
- B. Nature of occupancy, i.e., guest, Tenant, family member;
- C. The legal and registered Owner of the manufactured home;
- D. Name and address of all lien holders of the manufactured home;
- E. A copy of the registration card issued by the Division of Manufactured Housing for the manufactured home occupying the Homesite (Promptly upon receipt);
- F. Name, address, and phone number of the Tenants property and liability insurer;
- G. Copy of the first year's homeowner's insurance policy, including property damage and personal liability. A copy of the renewal each year shall be forwarded by Tenants to the Community office and maintained in the Tenants Homesite file.

During the term of this lease responsibility of the Tenant to keep this information updated. Tenant shall complete, sign, and provide to Landlord, on five (5) days written notice, an Occupancy Questionnaire or Survey if requested by the Landlord providing the same information as items A through G in the previous Paragraph or as deemed necessary by Landlord or the State.

Tenant understands and acknowledges that the community is a fifty-five (55) years and older residential community and in no event are minor occupants allowed to reside in the Community. Tenant further represents that no minors shall occupy the coach at any time during the lease.

The preceding age requirements apply to a minimum of eighty percent (80%) of the homesites in the Community. The Community may, at its sole discretion, set the occupancy requirements for the remaining twenty percent (20%) of the homesites. At the time of the lease signing, unless otherwise identified and agreed to in writing, the Park requires the remaining 20% of the honesties and all Primary Tenants and Additional Tenants to be over 55 of age. Existing Tenants of the Community prior to January 1, 2015 are deemed to be "grandfathered" and may therefore continue residing in the Community. When, however, an existing Tenant transfers ownership or possession of the manufactured home (by sale, inheritance, gift or otherwise) the new Tenants and all persons who regularly reside with them must comply with the preceding age restrictions as well as the terms herein.

Tenant understands and acknowledges that while Landlord presently operates the Community as a fifty-five (55) years and older residential community pursuant to Federal Law, this status is not guaranteed by the Landlord. In the event the Communities adult status is successfully challenged, or in the Landlord's opinion it creates an economic hardship to maintain such a status, landlord hereby reserves the right to convert Sunset Mobile Home Park to an all age facility providing he does so pursuant to NRS 118B. Landlord shall not be responsible to Tenant or liable for any damages to Tenant occasioned by a change in the Communities fifty-five (55) years and older status, it being understood that the Community has the right to modify this Agreement in this regard. In the event this agreement is so modified, Landlord shall give reasonable notice to Tenant of the change of status. Except for the two (2) exceptions contained in this section, Landlord will continue to operate the Community as a senior housing community.

TENANT WARRANTIES - If, on the date of the Agreement, there is not presently a manufactured home located on the Homesite, or if Tenant is to remove the manufactured home presently located on said Homesite and replace it with another manufactured home, the Tenant acknowledges and agrees that certain representations have been made by the Tenant to landlord as to the make, model, type, size, age and condition of the manufactured home which will occupy the Homesite and the accessory equipment and structures which will be a part of or installed with the manufactured home. Tenant warrants to Landlord that all accessory equipment and structures prior to their being placed on the Homesite are true and accurate. Landlord is permitted by this paragraph to inspect the manufactured home and the accessory equipment, and Tenant agrees not to substitute another manufactured home or other accessory equipment and structures for the ones approved by landlord unless they meet all of the Landlords requirements and specifications. If Landlord determines that said representations

are not true and accurate, then landlord may refuse to accept the manufactured home or the accessory equipment and structures for installation. Inspection by Landlord may be made at the time the manufactured home and the accessory equipment and structures arrive at the Community, and the manufactured home and the accessory equipment and structures shall not be allowed within the Community until they are inspected approved.

The manufactured home and Homesite shall be used only private residential purposes and not business or commercial activity of any nature shall be conducted thereon. This prohibition applies to any commercial or business activity, including, but not limited to, the following:

Any activity requiring the issuance of a business license or permit by any governmental agency.
The leasing, subleasing, sale or exchange of manufactured homes.

At all times at least one of the persons listed on the last page of this Agreement as a Tenant must be the "legal" or "registered" Owner of the manufactured home which occupies the Homesite.

Tenant shall be fully responsible for the conduct of all members in his/her household and any guests of the tenant while they are in the community. understands and acknowledges that while Landlord presently operates the Community.

Management has determined that the use, possession, distribution, or manufacture of marijuana will interfere with the health, safety, welfare and right to peaceful enjoyment of the premises by other residents. In accordance with the Crime Free addendum and supporting federal law, any use of marijuana (medical or otherwise) by the tenant or their guest will result in an immediate termination. This includes both public and private use.

6. Restriction on Pets

No exotic pets including but not limited to snakes, reptiles, pigs, ferrets, and the like are permitted on premises. Other household pets shall not be brought onto the premises without prior written consent of Landlord. There is a limit of 2 pets per household. If a pet has been permitted on premises, permission to continue to house the pet at that space is contingent on the pet not creating a nuisance and therefore impeding on the quiet enjoyment of your neighbors. If landlord receives more than 2 complaints of items like but not limited to, dog barking or failure to clean up after an animal, the pet will be considered a nuisance those causing termination of this rental agreement under item 13.1 under this same agreement. No pet will be left unattended. All pets will be on leash held by a human whenever outside of a home. All pet droppings will be picked up by the person handling the pet. If droppings are left a \$25.00 fine will be charged for every incident of left droppings.

7. Tenant Landscaping and Maintenance

- A. Tenant shall landscape the exterior area of their space within 60 days after commencement of the rental term. All landscaping shall be pre-approved by Landlord in writing. Landlord will provide a Sunset Mobile Home Park Landscape form to Tenant upon request.

All alterations, additions, or improvements made to the Premises with the consent of Landlord shall become the property of Landlord and shall remain upon and be surrendered with the Premises without cost to the Landlord.

- B. Tenant shall maintain the space in a clean, attractive, and well-kept manner free from weeds, leaves, pine needles, trash or any other items that detract from the fully maintained space. Space shall be maintained by the tenant on a weekly basis. This includes but not limited to mowing of lawns and raking of rock landscaping. Tenant shall not store, collect, or keep upon space any materials except standard patio furniture and/or barbeque. Also, no inoperable (not running for more than 30 days), unlicensed or "junk" vehicles shall be stored or parked on the space.

- C. If Tenant fails to perform any of its obligations under this Section, Tenant will be in violation of this agreement and Landlord may at Landlords discretions, terminate this agreement with written notice under the rules and guidelines under this agreement and under Nevada Law and NRS118B or Landlord may charge cost of worked performed by other parties to bring the tenants lot and home into compliance under this section and this agreement.
- D. Tenant acknowledges and agrees that If tenant receives 2 notices within a two year period, mailed to the tenant in regular postal service mail, of violations of any item within section 7 or section 8 of this agreement by the Landlord, tenant is in violation and default of this agreement and Landlord at Landlords discretion may terminate this agreement or require tenant, from that point in time and beyond, to pay Landlord a space LANDSCAPE MAINTENANCE FEE(LMF) herein referred to as a LMF, at a cost of fifty percent (50%) of the base rent charged for the space. The LMF is used to have the landlord maintain the space in the manor originally intended in this section. This LMF and the base monthly rent will be required and considered that spaces monthly rental charge to continue his or her occupancy within the park. Tenant further accepts and agrees that if a LMF is assessed and tenant does not include the LMF within his or her monthly payment the landlord has the right to lien the personal property mobile home for the back payments and bring full balanced due upon the sale, or liquidation of the mobile home as specified in section 9.

Initial _____

8. Tenant Personal Property Outside of Home:

Tenant shall not maintain, allow, or cause to be placed or stored outside of the interior of his residence (manufactured home or domicile) any items of personal property. The two exceptions to this rule will be outside patio furniture that was explicitly sold and designed by the manufactured to be used outdoors, and one Barbeque both of which will be placed on the tenant's patio. If there is a discrepancy or disagreement as to what constitutes a patio, tenant hereby already within this lease gives the right to the landlord to determine if an area within the tenant's home site may or will be used as a patio. If Tenant does not have a patio landlord will allow tenant to store his barbeque behind his/or her home out of sight. No patio furniture will be placed on the home site unless a patio is determined and designated and approved. All other items of personal property shall be out of sight and stored either in the tenant's home or an already approved storage shed.

Initial _____

9. Tenant Home Maintenance:

Tenant shall maintain the physical home, its patios, and any other attachments to the manufactured home or the structured at all times. This will include sheds and approved out buildings. This will include, but not limited to, repairs of outside materials on home, structures, walls, patios, fences, and painting of structure and or shed and or outbuildings not more than every two years but not less than every 5 years. It will still be the determination of the landlord in all matters to determine if property and structure are being maintained to a level of "extreme pride of ownership" that landlord requires from all tenants.

Initial _____

10. Tenant Accessories, Additions, and/or Appurtenances

As defined by the Communities Architectural Guidelines (CAG) Tenant agrees that the homesite is required to update, fix, and/or provide the following items to conform with the CAG.

- A. Skirting _____
- B. Porches, patios, decks front _____ back _____
- C. Carport Awnings _____
- D. Patio Awnings _____
- E. Stairs, Steps front _____ back _____
- F. Fences _____
- G. Sheds _____
- H. Landscaping _____

Tenant has ninety (90) days from the time of moving into the home to conform to the CAG. Failure of Tenant to make the approved modifications will constitute a breach of contract as defined by this document.

Tenant shall not make any alterations to the Homesite without the prior written consent of landlord and or not in conflict with the CAG failure to do so will require the Tenant as their own expense rectify the violation and bring it into compliance with the CAG.

11. Assignment, Subletting, and Renting

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

12. Sale of Home

Tenant may sell his mobile or manufactured home at any time pursuant to the rights and obligations of Tenant and the Landlord under applicable law. Tenant must: notify the Community in writing of the intention to sell his home. The prospective buyer must do the following before occupying the mobile home: (1) Complete an application for tenancy; (2) Be accepted by the Landlord; (3) Execute a Rental Agreement or other agreement for the occupancy of the Space; (4) Execute and deliver to the Landlord a copy of the Communities, then effective, Rules and Regulations and other residency documents; and (5) Upgrade or repair the mobile home if it does not meet Community or CAG standards, IF THE PURCHASER FAILS TO DO ANY OF THE FOREGOING STEPS OR FAILS TO EXECUTE THE COMMUNITIES RENTAL AGREEMENT, HE SHALL HAVE NO RIGHTS OF TENANCY. ANY OTHER OCCUPANT OF THE MOBILE HOME MUST FOLLOW THE SAME PROCEDURES TO QUALIFY FOR TENANCY.

Further, Landlord may require the new purchaser to upgrade and repair the mobile or manufactured home to meet Community and CAG standards.

13. Removal Upon Sale

The Community and or Landlord can and may, in order to upgrade the quality of the Community, require the removal of mobile home(s) for the Space upon the sale to a third party and/or the Landlord can and may require modifications to the home, patios, structures, landscaping or other items that resides on the Space upon the sale of a home to a third party or termination of this Agreement in accordance with the Communities Rules and Regulations and Chapter 118B.

14. Incorporated Community Documents

Tenant hereby acknowledges that prior to entering into this Agreement, Landlord delivered to Tenant a copy of the Communities RULES AND REGULATIONS, The Communities ARCHITECTURAL GUIDELINES and NEVADA REVISED STATUES CHAPTER 118B for this Community as its relates to the use and occupancy of the Premises and the Park. The Tenant has read and understands and agrees to abide by the terms and conditions set forth in these documents and understand that the Communities RULES AND REGULATIONS and the Communities ARCHITECTURAL GUIDELINES may be amended from time to time by Landlord, with notice to Tenant as directed by Chapter 118B, and copy of these documents are attached to this Rental agreement and it is incorporated herein as though set forth in full. The Tenant and all other occupants and guests shall comply with said documents and the terms of this Renal Agreement. Any breach of said documents shall be treated as a breach of the Rental Agreement and subject to termination proceedings as allowed by Nevada Law.

Initial _____

15. US Flag

Each tenant has the right to engage in the display of the flag of the United States as set forth and/or limited in Chapter 118B. Consult the rules and regarding limitations.

16. Deposits:

Use of the clubhouse (if one exists) for social purposes requires a damage liability deposit. The deposit amount shall depend on the nature and size of the event or gathering. After the event, if no damages or liabilities arise from the event or gathering, the deposit shall be refunded within 5 business days in accordance with the Communities Rules and Regulations.

17. Termination of Tenancy by Landlord

The Landlord may terminate this Rental Agreement and demand the Tenant to vacate the Premises for any continuing breach of this Rental Agreement or the Communities Rules and Regulations. Any termination must be conducted in accordance with Nevada Law and Chapter 118B. Grounds for termination include, but are not limited to:

- a) Non-payment of rent or repeated failure to pay rent in a timely manner.
- b) Any conduct that annoys or interferes with the other resident's peaceful enjoyment, or management's ability to operate the Park, or violation of a law or Ordinance.
- c) Failure to keep Premises neat and orderly.

In the event Landlord transfers its interest in the Community, Landlord shall be automatically relieved of any obligation hereunder which occur after the date of such transfer, provided such obligations are assumed in writing by the transferee.

18. Termination by Tenant

Tenant may terminate this Rental Agreement and the tenancy created hereunder by giving at least thirty (30) days advance written notice of such termination, specifying the exact day thereof, to Landlord. Failure to give such notice shall obligate Tenant for an additional month's rent.

19. Landlord's Right of Entry

Tenant shall permit Landlord and its agents and employees to enter upon the above-described Premises at all reasonable times for the purpose of inspection, maintenance, repair, emergencies, or posting notices, without any liability by Landlord for loss of quiet enjoyment.

20. Legal Fees

To the extent permitted by law, if Landlord retains the service of an attorney to successfully enforce any of the obligations of this Agreement or the Rules and regulations, Tenant shall pay Landlord's reasonable attorney fees and costs incurred in connection therewith.

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21. Waiver

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

22. Modification of Residency Documents

Landlord may, pursuant to the rights granted to it by this Agreement or Chapter 118B or any other law in effect, modify, amend or otherwise change any term, provision, rule or regulation contained in this Agreement, the Rules and Regulations or in any document referred to herein. In the event Landlord does not amend this Agreement and/or the Rules and Regulations, said amendment will be instituted in accordance with the notice provisions of the Chapter 118B.

23. Entire Agreement

This Rental Agreement and the documents referred to herein constitute the entire Agreement between Tenant and Landlord pertaining to the subject matter contained herein and supersedes all prior and contemporaneous agreements, representations, and understandings of the parties. A subsequent modification or amendment of this Rental Agreement shall not be binding unless it is executed in writing by the Landlord and the Tenant.

24. Saving Clause

Each provision of this Agreement is separate and distinct and individually enforceable. In the event any provision is declared to be unlawful, the enforceability of all other provisions shall not be affected.

25. Indemnification

Nothing contained in the following paragraph or elsewhere in this Agreement, the Rules and Regulations or other residency documents of the Community, shall have the effect of an Agreement by Tenant to release, indemnify and hold harmless the Landlord, Community, or any other person for the negligent or willful acts or omissions of the Landlord, the Community or any other person or from a breach by the Landlord of the Community or any other person of this Agreement or the breach of any other duty owed by the Landlord, the Community, or any other person to Tenant or to any other person.

Landlord and Community shall not be liable for any loss, damage or injury of any kind whatsoever to the person or property of any Tenant or to any of the employees, guests, invitees, permittees, or licensees of any Tenant, or to any other person whomsoever, caused by any use of the Community or Homesite, caused by any defect in improvements erected thereon, or arising from any accident in the Community or Homesite, arising from any fire or other casualty thereon, or arising from any accident in the Community or Homesite, arising from any fire or other casualty thereon or arising from any cause whatsoever, unless resulting from circumstances described in the subparagraph above. As a material part of the consideration of this Agreement, Tenant hereby waives all claims and demands against Landlord and the Community, and hereby agrees to indemnify and hold Landlord and the Community free and harmless from liability for all claims and demands for any such loss, damage or injury, together with all costs and expenses arising therefore or in connection therewith, unless resulting from the circumstances described in the subparagraph above.

26. Landlord's Responsibility to Abate Nuisance

Pursuant to NRS 202.470, any person who commits or maintains a public nuisance, or who willfully fails or refuses to perform any legal duty relating to the removal of a public nuisance, or knowingly allows any building or boat to be used to commit or maintain a public nuisance is guilty of a misdemeanor.

NRS 244.360 establishes the procedure pursuant to which a tenant may report a nuisance. A copy of NRS 244.360 is attached to this Lease Agreement as Exhibit 1. A violation of a building, safety or health code or regulation should be reported to the appropriate County or State Agency.

27. Liens and Claims

Prohibition Against-Tenant shall not suffer or permit to be enforced against Landlord's title to the Community, or any part thereof, any lien, claim or demand arising from any work of construction, repair, restoration, or maintenance of the Homesite or manufactured home.

Removal of Liens by Tenant- Should any lien, demand or claim be filed, Tenant shall cause it to be immediately removed. In the event Tenant, in good faith, desires to contest such lien, demand or claim, he may do so, but in such case, Tenant agrees to and shall indemnify and save Landlord harmless from any and all liability for damages resulting therefore and agrees to and shall in the event of a judgment of foreclosure on said lien, cause the same to be satisfied, discharged and removed prior to execution of the judgment.

Removal of Liens by Landlord- Should Tenant fail to discharge any such lien or furnish bond against the foreclosure thereof, Landlord may, but shall not be obligated to, discharge the same or take such other action as it deems necessary to prevent a judgment of foreclosure on said lien from being executed against the property, and all costs and expenses, including, but not limited to, reasonable attorney's fees and court costs incurred by Landlord in connection therewith, shall be repaid by Tenant to Landlord on written demand.

28. Insurance

Landlord does not carry public liability or property damage insurance to compensate Tenant, Tenant's Guest or any other person from any loss, damage, or injury except those resulting from actions where Landlord would be legally liable for such coverage. Tenant agrees to keep/maintain and/or purchase insurance policy protection for their manufactured home, other improvements and contents to the full insurable value and such other insurance as is necessary to protect Tenant, Tenant's Guest or others from loss or liability. Landlord further does not ensure, cover or warrant any coverage to a vehicle that may be in the storage area of the park. Tenant agrees to carry any and all insurance required to cover his or her manufactured home, personal property, personal liability and/or vehicles at all times while the property is within the parks area, grounds or storage area. The Manufactured home insurance policy must/will include at least \$300,000 of Personal Liability Protection. Also Tenant will cause his/her insurance company to list Sunset Mobile Home Park LLC as an ADDITIONAL INSURED and provide proof of same in writing from their insurance company to the Landlord annually.

29. Abandonment

During the term of this Agreement, Tenant shall not abandon the Homesite, or the manufactured home located thereon. In the event Tenant does abandon either the Homesite or his/her manufactured home, such an action shall be deemed as Tenant's election to terminate this Agreement and Landlord shall have the rights afforded to it under Nevada law to dispose of Tenant's manufactured home and personal property located on the Homesite and within the Community.

30. Fixtures

All landscaping and structures or other improvements permanently attached to or embedded in the ground shall become a part of the realty upon their installation and belong to the Landlord. Upon Tenant vacating the Homesite, such improvements shall remain upon and be surrendered with the Homesite. Landlord may, however, at its sole option, permit or require Tenant to remove, at his own expense, said improvements. Tenant shall repair any damage to the Homesite caused by the removal, including, but not limited to, the filling in and leveling of holes or depressions and shall leave the Homesite in a neat and uncluttered condition with the Communities original engineered grade intact.

31. Eminent Demand

If the entire Community, or a portion thereof so that in Landlord's sole opinion the balance remaining is not suitable for a manufactured home community, is taken under the power of eminent domain, or is sold to any authority having the power of eminent domain, either under threat of condemnation or while condemnation proceedings are pending, then this Agreement shall automatically terminate as of the date the condemning authority takes possession. Any award for any taking of all, or any part of the Community under the power of eminent domain shall be the property of the leasehold or for taking of the fee. Nothing contained herein shall be deemed to preclude Tenant from obtaining any award

for loss of or damage to Tenant's removal of personal property or to give Landlord any interest in such award.

32. Disputes

- 32.1 Any dispute between Tenant and Community relating to, concerning or connected with this Agreement, residency documents, the interpretation or enforcement thereof, the leasehold, the leasehold premises, services, facilities, or maintenance in or about the manufactured home Community, and any dispute respecting these matters between Tenant and any officer, director, agent, employee, or partner of Community ("Communities Affiliate"), shall be resolved in accordance with the provisions set forth below.
- 32.2 A written notice of dispute shall be sent to all adverse parties within sixty (60) days after the claim, dispute, or other matter in question has arisen, or within sixty (60) days after the party seeking redress reasonably could have acquired knowledge of the event or condition giving rise to such dispute, whichever is later. Notice of dispute must provide (i) a description of the dispute, (ii) facts from which the dispute arises, including witnesses, dates, times, and circumstances, and (iii) a description of the relief or action requested.
- 32.3 Within ten (10) days after the notice of dispute has been made, the parties shall meet in person or through their duly authorized representatives, to discuss their respective positions, exchange all available evidentiary material and endeavor to resolve the dispute. In an agreement to resolve the dispute is not reached within twenty (20) days after the scheduled date of this meeting, then either party may pursue any other legal remedy available.
- 32.4 Notwithstanding anything contained herein to the contrary, the following matters shall be exempt from provisions of this section:
- A. Unlawful detainer and forcible detainer actions; and
 - B. Actions for injunctive relief provided, however, that said actions shall be abated or stayed except to the extent necessary to afford the parties the right to obtain and enforce provisional injunctive relief (temporary restraining orders and preliminary injunctions).

33. Delay in Delivery of Possession

This Agreement shall not be rendered void or voidable by the inability of Landlord to deliver possession of the Homesite to Tenant at the beginning of the lease term, nor shall any inability to deliver render Landlord liable to Tenant for loss or damage suffered thereby. If Landlord cannot deliver possession of the Homesite, the rent for the period between the beginning of the term and the time when Landlord can actually deliver possession will be deducted from the rent due.

34. Headings

This title of the paragraphs and subparagraphs contained herein are inserted solely for convenience and under no circumstances are they or any of them to be treated or construed as any part of this Agreement.

35. Notices

All notices required or permitted under this Agreement must be in writing and may be served upon Landlord or Tenant by any means then permitted by law. Tenant understands that any notice of

Landlord terminating Tenant's tenancy must be given to Tenant in writing in the manner described in the Nevada Revised Statutes. The service of any other notice on Tenant, including, but not limited to, a notice of rent increase, a notice of amendments to the Communities Rules and Regulations, Architectural Guidelines, Standards for Maintenance of Physical Improvements in the Community, Additions, Alterations or Deletions of Services, Equipment, or Physical Improvements; notices relating to other matters, may be duly and validly served if the notice is mailed to the Tenant at his address in the Community by First Class United States mail, postage prepaid or provided in the Communities internal mail slots or boxes (if one is provided) for the Communities Tenants. Any such notice served upon Tenant in this matter shall be deemed served three (3) days after its mailing. Tenant may elect to have all notices email to the address approved and on file if he/she gives written approval by initials herein on the paragraph.

Initial _____

36. Time of Essence

Time is of the essence with respect to the performance of every provision of this Agreement in which time is a factor.

37. Invalidity of Provisions

37.1 Certain terms and provisions of this Agreement and other documents referred to in this Agreement refer to, restate or summarize provisions of Chapter 118B and other applicable laws. In every instance it is intended that these references, restatements and summaries will accurately reflect the law and correctly set forth Tenant's and Landlord's rights, liabilities, duties and obligations to one another and to other persons. The same is true of all of the other provisions of the Agreement and the other documents used by the Community. If any of the provisions of this Agreement or the other documents used by the Community fail in any way to meet the above criteria, then it is unintentional and all such provisions shall be deemed to be automatically revised to correctly reflect the Landlord's and Tenant's rights, liabilities, duties and obligations under the provisions of Chapter 118B and other applicable laws. Tenant agrees to promptly notify Landlord in writing of any instance where Tenant believes that any of the provisions of the Agreement or the other documents used by the Community fail to meet the above criteria.

37.2 If any term or provision of this Agreement or any document referred to in this Agreement of the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of the Agreement or the other document or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement or the other document shall be valid and be enforced to the fullest extent permitted by law.

38. Choice of Law

This Agreement and all documents referred to in this Agreement shall be construed and enforce in accordance with the laws of the State of Nevada.

39. Acknowledgements

39.1 Tenant represents and acknowledges that this Agreement is being entered into between Landlord and Tenant for the personal and actual residence of the Tenant.

39.2 Tenant understands, agrees, and acknowledges that Tenant is acquiring a leasehold for a limited period of time, and is purchasing (or has purchases) only the manufactured home which occupies the Homesite. Ownership of the manufactured homesite remains with Landlord. The price, appraisal, or stated value of the manufactured home, may reflect not only the manufactured home's value, but its "site" value; that being the willingness of a lender to finance or a purchaser to pay a larger amount for the manufactured home by virtue of its location in the Community. In other words, the manufactured home may be worth substantially less off the Tenant's Homesite than on the Tenant's Homesite. Tenant understands that Tenant is not entitled to receive any value for the Community Landlord's property.

40. Roads within Community

All roadways within the Community are Dirt/Gravel roads and have been Dirt/Gravel roads since the start of this Community and built under those original Nye County requirements. The Community will continue to be Dirt/Gravel for the foreseeable future. Tenant accepts that the Dirt/Gravel roads will inherently create daily dust and particulate matter caused by daily use of the roads within the Community. Tenant accepts that Dirt/Gravel roads are not the best surface for wheelchair persons or persons of limited mobility and/or compromised walking ability due to age or other physical limitation. Further the Tenant has inspected and accepts the Dirt/Gravel roads. Further Tenant accepts the mobility limitation and dust, or particulate matter generated and/or always present with daily use of Dirt/Gravel roads within the Community. Tenant further, by the acceptance of the Community roads and this agreement, will not request or cause the Landlord to improve roads owned by the Community at any time in the future. To help combat and mitigate the issues with Dirt/Gravel roads within the Community, the Landlord at least annually, will grade and water the Dirt/Gravel roads within the Community.

41. Water Usage and Management

At the time of this agreement, it is acknowledged and understood that the tenant has no water meter attached to his Homesite. Due to this fact, Tenant agrees that landlord may from time to time and at his sole discretion adjust, reduce, turn off and or manage the usage of water for outside plants, trees, shrubs, lawns, or foliage located within tenant's space. Tenant agrees to allow Landlord to adjust water landscape clocks owned and maintained by the Tenant. This availability for Landlord to manage water conservation does not remove or eliminate the tenants responsibly to maintain all landscaping on their Homesite as per section 7 in this agreement. It is the desire of the Landlord to manage and provide guidelines, and if need be, enforce guidelines of water usage that are set forth by local or state agencies on water usage on the outside of their Homesites and to prevent homeowners from over watering or underwatering their Homesites landscaping and provide some amount of water management for the benefit are the Community and its Tenants as a whole.

42. Outside Lighting of Home or Space

Tenant will provide at his or her sole cost and expense some form of outside lighting for the benefit of all tenants of the Community. The outside lighting will be in the form of outside home lights mounted in the front of the home (street side) and/or landscape lighting that will remain on from dusk to dawn. All outdoor lighting will always need approval by Landlord before it is implemented, put up, installed, or modified.

43. Name and Address of Owner and Authorized Agent:

The name and address of the owner of the Premises and the authorized agent to service of process is:

Sunset Mobile Home Park LLC.
Curt and Karen Scheppmann as Managing Members
8224 West Charleston Blvd Suite 1, Las Vegas, Nevada 89117 Phone: 775-727-6300

44. Approvals/Signatures

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in Duplicate the day and year written below, further acknowledge and agreeing that all blank spaces have been completely filled in prior to such execution.

Primary Tenant:

Tenant Name (Print) _____ Phone: _____

Tenant Signature _____ Date : _____

Additional Tenant(s):

Tenant Name (Print) _____

Tenant Signature _____ Date : _____

Acceptance: Sunset Mobile Home Park LLC.

Managing Member Signature _____ Date: _____

Managing Member Name _____
(Please print)

Tenants:

Email _____

Emergency Contact Person _____ Phone _____