

Robert P. Fahrendorff  
Thomas E. Vilorio\*  
R. Shawn Oliphant  
Raymond E. Oster  
Nathan J. Aman

Patrick R. Millsap  
James J. Barnes  
Stephanie K. Funk  
†Of Counsel  
\*Also Admitted in CA

FAHRENDORF,  
VILORIA,  
OLIPHANT  
& OSTER L.L.P.



ATTORNEYS  
AND  
COUNSELORS  
AT LAW

Office: 775-348-9999  
Fax: 775-348-0540  
www.renonvlaw.com



June 19, 2014

**Via Certified Mail**

**Return Receipt Requested: 7005 2570 0001 8562 8596**

Rebecca Hardin  
State of Nevada Real Estate Division  
2501 East Sahara Avenue, Suite 303  
Las Vegas, NV 89104

Re: **NRED v. KAREN GREATHOUSE**  
**REN 13-06-02-034**  
**REN 10-03-01-050**  
**REN 12-02-04-039**

Dear Ms. Hardin:

Enclosed herewith please find the original and one copy of the *Answer to Complaint* in each of the above-referenced case numbers. It is respectfully requested that a file-stamped copy of each Answer be returned to our office in the self-addressed stamped envelope also enclosed herewith.

Thank you for your assistance.

Should you have any questions or concerns, please do not hesitate to contact me.

Sincerely,

FAHRENDORF, VILORIA,  
OLIPHANT & OSTER L.L.P.

Danielle L. Kent, Paralegal to  
R. Shawn Oliphant, Esq.

/dlk  
Enclosures as stated.

575713

*Put in mail 07/14/14*

P.O. BOX 3677 RENO, NEVADA 89505

327 CALIFORNIA AVENUE RENO, NEVADA 89509

ORIGINAL

FILED

JUN 23 2014

REAL ESTATE COMMISSION  
BY *Kathleen Ann*

1 R. Shawn Oliphant, Esq.  
Nevada Bar No. 6441  
2 FAHRENDORF, VILORIA,  
OLIPHANT & OSTER L.L.P.  
3 P.O. Box 3677  
Reno, Nevada 89505  
4 (775) 348-9999  
Attorneys for Karen Greathouse  
5

6 BEFORE THE REAL ESTATE COMMISSION

7 STATE OF NEVADA

8 GAIL J. ANDERSON, Administrator, REAL  
ESTATE DIVISION, DEPARTMENT OF  
9 BUSINESS & INDUSTRY, STATE OF  
NEVADA,  
10

Case No: REN 13-06-02-034

ANSWER TO COMPLAINT

Petitioner,

11 vs.

12 KAREN GREATHOUSE

Respondent.

13  
14  
15 COMES NOW Respondent, KAREN GREATHOUSE ("Greathouse"), by and through  
16 her counsel of record, Fahrendorf, Viloria, Oliphant & Oster L.L.P. and in answer to the Complaint,  
17 admits, denies and alleges as follows:

18 JURISDICTION

19 In answer to the Jurisdiction section of the Complaint, Respondent admits that she is a  
20 licensed real estate broker and property manager by the Division. The remaining allegations  
21 contained in the Jurisdiction section state legal conclusions and do not require a response from this  
22 Respondent; however, to the extent a response is required by rule, Respondent denies the allegations  
23 that are inconsistent with the referenced statutes and codes.

24 FACTUAL ALLEGATIONS

25 1. In answer to paragraph 1 of the Complaint, Respondent admits the allegations contained  
26 therein.

27 2. In answer to paragraph 2 of the Complaint, Respondent admits the allegations contained  
28 therein.

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COUNSELORS AT LAW  
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FAHRENDORF,  
VILORIA,  
OLIPHANT  
& OSTER L.L.P.

1 3. In answer to paragraph 3 of the Complaint, Respondent admits the allegations contained  
2 therein except that the Agreement was executed on October 13, 2011 not October 12, 2011.

3 4. In answer to paragraph 4 of the Complaint, Respondent denies the allegations contained  
4 therein. A copy of the Duties Owed form provided and executed by Cook at the time of signing the  
5 agreement is attached hereto as **Exhibit 1**.

6 5. In answer to paragraph 5 of the Complaint, Respondent admits the allegations contained  
7 therein.

8 6. In answer to paragraph 6 of the Complaint, Respondent denies the allegations contained  
9 therein.

10 7. In answer to paragraph 7 of the Complaint, Respondent denies the allegations contained  
11 therein. A copy of the Duties Owed form provided and executed by Guadalupe Valverde at the  
12 time Valverde executed the lease agreement is attached hereto as **Exhibit 2**.

13 8. In answer to paragraph 8 of the Complaint, Respondent admits that some correspondence  
14 with Stacy Cook may have been lost due to a problem migrating emails between Microsoft  
15 Exchange and Go Daddy as set forth in Respondent's response to the Statement of Fact and  
16 supported by the documents in Exhibit "6" attached thereto.

17 9. In answer to paragraph 9 of the Complaint, Respondent admits the allegations contained  
18 therein.

19 10. In answer to paragraph 10 of the Complaint, Respondent admits the allegations contained  
20 therein.

21 11. In answer to paragraph 11 of the Complaint, Respondent denies the allegations contained  
22 therein. DP Real Estate did purchase materials for the work authorized by Cook as set forth in  
23 Respondent's Supplemental Response dated September 23, 2013 and the documents attached  
24 thereto.

25 12. In answer to Paragraph 12 of the Complaint, Respondents are without sufficient knowledge  
26 or information with which to form a belief as to the truth of all of the allegations contained therein,  
27 and upon such basis deny said allegations.

28

1 13. In answer to paragraph 13 of the Complaint, Respondent denies the allegations contained  
2 therein.

3 14. In answer to paragraph 14 of the Complaint, Respondent denies the allegations contained  
4 therein. DP was reimbursed for the materials purchased for the work authorized by Cook as set  
5 forth in Respondent's Supplemental Response dated September 23, 2013 and the documents  
6 attached thereto.

7 15. In answer to paragraph 15 of the Complaint, Respondent denies the allegations contained  
8 therein.

9 16. In answer to paragraph 16 of the Complaint, Respondent admits the allegations contained  
10 therein.

11 17. In answer to paragraph 17 of the Complaint, Respondent denies the allegations contained  
12 therein and affirmatively asserts that Cook was reimbursed the \$200 pet deposit and all of her  
13 attorneys fees in exchange for a full release of all claims Cook had. See Notice of Settlement,  
14 Stipulation for Dismissal with Prejudice, and Order for Dismissal with Prejudice attached hereto as  
15 **Exhibit 3.**

16 18. In answer to paragraph 18 of the Complaint, Respondent asserts that none of Cook's  
17 allegations in her Statement of Facts or her attorneys letters were related to the Barerra Residential  
18 Agreement, and the Division never specifically requested the Barerra lease agreement. Respondent,  
19 through her counsel and pursuant to her Sworn Declaration, provided documents specifically  
20 responsive to the "Objectionable Acts and/or Omissions by Greathouse" as provided as part of  
21 Stacey Cook's Statement of Fact. No further additional request for documentation was received.  
22 Nevertheless, a copy of the Barerra lease agreement is attached hereto as **Exhibit 4.**

23 **VIOLATIONS**

24 19. In answer to paragraph 19 of the Complaint, Respondent denies the allegations contained  
25 therein.

26 20. In answer to paragraph 20 of the Complaint, Respondent denies the allegations contained  
27 therein.

1 21. In answer to paragraph 21 of the Complaint, Respondent denies the allegations contained  
2 therein, and asserts that any lost correspondence with Cook was a result of conditions beyond the  
3 control of Respondent.

4 22. In answer to paragraph 22 of the Complaint, Respondent denies the allegations contained  
5 therein. Respondent affirmatively asserts that the Division has not alleged facts sufficient to  
6 constitute gross negligence or incompetence and that Respondent has no affiliation with or financial  
7 interest in any company that furnished services related to the property except Greathouse Realty.

8 23. In answer to paragraph 23 of the Complaint, Respondent denies the allegations contained  
9 therein and affirmatively alleges that the \$200 was returned to Cook as part of a settlement of the  
10 litigation brought by Cook against Greathouse.

11 24. In answer to paragraph 24 of the Complaint, Respondent denies the allegations contained  
12 therein. Respondent asserts that none of Cook's allegations in her Statement of Facts or her  
13 attorneys letters were related to the Barerra Residential Agreement, and the Division never  
14 specifically requested the Barerra lease agreement. Respondent, through her counsel and pursuant  
15 to her Sworn Declaration, provided documents specifically responsive to the "Objectionable Acts  
16 and/or Omissions by Greathouse" as provided as part of Stacey Cook's Statement of Fact. No  
17 further additional request for documentation was received. Nevertheless, a copy of the Barerra lease  
18 agreement is attached hereto as **Exhibit 4**.

19 **DISCIPLINE AUTHORIZED**

20 25. The allegations contained in paragraph 25 of the Complaint state legal conclusions and do  
21 not require a response from this Respondent; however, to the extent a response is required by rule,  
22 Respondent denies the allegations that are inconsistent with the referenced statutes.

23 26. The allegations contained in paragraph 26 of the Complaint state legal conclusions and do  
24 not require a response from this Respondent; however, to the extent a response is required by rule,  
25 Respondent denies the allegations that are inconsistent with the referenced statutes.

26 27. The allegations contained in paragraph 27 of the Complaint requests disciplinary action and  
27 do not require a response from this Respondent.

28 / / /

FAHRENDORF,  
VILORIA,  
OLIPHANT  
& OSTER L.L.P.  
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COUNSELORS AT LAW  
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327 CALIFORNIA AVENUE ~ RENO, NEVADA 89509

**AFFIRMATIVE DEFENSES**

- 1
- 2 1. The Complaint on file herein fails to state a claim against the Respondent upon which relief
- 3 may be granted.
- 4 2. The Respondent is not guilty of violating any Order of the Commission, any agreement with
- 5 the Division, or any provision of NRS 645, 116, 118, 118A, 118B, 645A, 645C or any regulation
- 6 adopted pursuant thereto.
- 7 3. The Respondent is not guilty of gross negligence or incompetence in performing any act for
- 8 which she holds a license.
- 9 4. The Respondent had no interest in the property of Cook which the licensee dealt with.
- 10 5. The Respondent produced all documents relevant to Cook's allegations and no other
- 11 documentation was requested. The Respondent has produced all documents in a timely manner
- 12 once additional allegations were asserted in the Complaint.
- 13 6. The Division has refused to produce all communications, reports, affidavits or depositions
- 14 in its possession relevant to the Complaint and its Complaint should be barred as a result thereof.
- 15 7. Respondent has no interest in or any ownership of DP Real Estate Investment, Inc. and
- 16 Dave Provenzano is not a member of Respondent's immediate family requiring disclosure under
- 17 NAC 645.640.

**AFFIRMATION**

18 Pursuant to NRS 239B.030, the undersigned does hereby affirm that the preceding

19 document does not contain the personal information of any person as defined in NRS 603A.040.

20  
21 DATED this 19 day of June, 2014.

22  
23 FAHRENDORF, VILORIA,  
OLIPHANT & OSTER L.L.P.

24  
25 By: 

26 R. Shawn Oliphant, Esq.  
27 Nevada Bar No. 6441  
28 P. O. BOX 3677  
RENO, NV 89505  
(775) 348-9999  
Attorneys for Karen Greathouse

FAHRENDORF,  
VILORIA,  
OLIPHANT  
& OSTER L.L.P.

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**CERTIFICATE OF SERVICE**

I certify that I am an employee of the law firm of FAHRENDORF, VILORIA,  
OLIPHANT & OSTER L.L.P., and that on the date shown below, I caused service of the  
**ORIGINAL** of the attached:

**ANSWER TO COMPLAINT**

to be completed by certified mail (Return Receipt Requested 7005 2570 0001 8562 8596) addressed  
to:

**Rebecca Hardin, Commission Coordinator  
Nevada Real Estate Division  
2501 East Sahara Avenue, Suite 303  
Las Vegas, NV 89104**

Additionally, I caused service of a copy of the **ANSWER TO COMPLAINT** to be  
completed by facsimile as follows:

**Rebecca Hardin, Commission Coordinator  
Nevada Real Estate Division  
Fax: (702) 486-4067**

DATED this 19<sup>th</sup> day of June, 2014.

Danielle Kent  
Danielle Kent

**EXHIBIT “1”**

**EXHIBIT “1”**

## DUTIES OWED BY A NEVADA REAL ESTATE LICENSEE

*This form does not constitute a contract for services nor an agreement to pay compensation.*

In Nevada, a real estate licensee is required to provide a form setting forth the duties owed by the licensee to:

- a) Each party for whom the licensee is acting as an agent in the real estate transaction, and
- b) Each unrepresented party to the real estate transaction, if any.

Licensee: The licensee in the real estate transaction is <u>Karen Greathouse</u>	
whose license number is <u>B1000788.C</u> . The licensee is acting for (client's name(s)) <u>Stacey Cook</u>	
who is/are the <input checked="" type="checkbox"/> Seller/Landlord, <input type="checkbox"/> Buyer/Tenant	
Broker: The broker is <u>Karen Greathouse</u> whose	
company is <u>Greathouse Real Estate Company</u>	

### Licensee's Duties Owed to All Parties:

A Nevada real estate licensee shall:

1. Not deal with any party to a real estate transaction in a manner which is deceitful, fraudulent or dishonest.
2. Exercise reasonable skill and care with respect to all parties to the real estate transaction.
3. Disclose to each party to the real estate transaction as soon as practicable:
  - a. Any material and relevant facts, data or information which licensee knows, or with reasonable care and diligence the licensee should know, about the property.
  - b. Each source from which licensee will receive compensation.
4. Abide by all other duties, responsibilities and obligations required of the licensee in law or regulations.

### Licensee's Duties Owed to the Client:

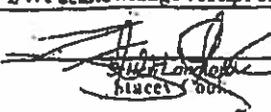
A Nevada real estate licensee shall:

1. Exercise reasonable skill and care to carry out the terms of the brokerage agreement and the licensee's duties in the brokerage agreement.
2. Not disclose, except to the licensee's broker, confidential information relating to a client for 1 year after the revocation or termination of the brokerage agreement, unless licensee is required to do so by court order or the client gives written permission.
3. Seek a sale, purchase, option, rental or lease of real property at the price and terms stated in the brokerage agreement or at a price acceptable to the client.
4. Present all offers made to, or by the client as soon as practicable, unless the client chooses to waive the duty of the licensee to present all offers and signs a waiver of the duty on a form prescribed by the Division.
5. Disclose to the client material facts of which the licensee has knowledge concerning the real estate transaction;
6. Advise the client to obtain advice from an expert relating to matters which are beyond the expertise of the licensee; and
7. Account to the client for all money and property the licensee receives in which the client may have an interest.

**Duties Owed By a broker who assigns different licensees affiliated with the brokerage to separate parties.**

Each licensee shall not disclose, except to the real estate broker, confidential information relating to client.

**Licensee Acting for Both Parties:** You understand that the licensee   *SK*   may or   *SK*   may not, in the future act for two or more parties who have interests adverse to each other. In acting for these parties, the licensee has a conflict of interest. Before a licensee may act for two or more parties, the licensee must give you a "Consent to Act" form to sign.

I/We acknowledge receipt of a copy of this list of licensee duties, and have read and understand this disclosure.					
 Seller/Landlord	Date	Time	Buyer/Tenant	Date	Time
10/12/11					
Seller/Landlord	Date	Time	Buyer/Tenant	Date	Time

**EXHIBIT "2"**

**EXHIBIT "2"**



**EXHIBIT “3”**

**EXHIBIT “3”**

1 CODE: A630  
2 Matthew C. Addison, Esq. (NSBN 4201)  
3 McDonald Carano Wilson LLP  
4 100 W. Liberty Street, Tenth Floor  
5 Reno, NV 89501  
6 Telephone: (775) 788-2000  
7 *Court Appointed Arbitrator*

8  
9 IN THE SECOND JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA  
10 IN AND FOR THE COUNTY OF WASHOE

11 STACEY J. COOK

12 Plaintiff,

13 vs.

14 Case No. ARB13-00537

15 PLATINUM REAL ESTATE CORP., a  
16 Nevada corporation dba GREATHOUSE  
17 REAL ESTATE CO.,

18 Dept. No. ARB

19 Defendants.

20  
21 \_\_\_\_\_ /  
22 NOTICE OF SETTLEMENT

23 PLEASE TAKE NOTICE that Plaintiff's counsel in the above-entitled matter notified the  
24 Arbitrator on November 25, 2013 of the settlement of this matter. It is the Arbitrator's  
25 understanding the parties have or will be filing a pleading entering judgment in the near future.

26 *I hereby affirm that this document does not contain the social security number of any*  
27 *person.*

28 Dated this 26<sup>th</sup> day of November, 2013.

MCDONALD CARANO WILSON LLP

By: 

Matthew C. Addison, Esq., SBN 4201  
*Court Appointed Arbitrator*

1 CERTIFICATE OF SERVICE

2 Pursuant to NRCP 5(b), I certify that I am an employee of McDonald Carano Wilson LLP  
3 and on the 27<sup>th</sup> day of November, 2013, I caused envelopes, each containing a true and correct  
4 copy of the foregoing **NOTICE OF SETTLEMENT** to be deposited for mailing in the U.S.

5 Mail at Reno, Nevada, with postage prepaid, addressed to the following persons:

6 Steven G. Ganim, Esq.  
7 New Venture Attorneys  
8 401 Ryland Street, Suite 200  
9 Reno, NV 89502

10 R. Shawn Oliphant, Esq.  
11 Fahrendorf, Viloría, Oliphant & Oster LLP  
12 327 California Avenue  
13 P.O. Box 3677  
14 Reno, NV 89505

15 Honorable Bridget Robb Peck, ADR Judge  
16 Second Judicial District Court  
17 Department 13  
18 75 Court Street  
19 Reno, NV 89501

20   
21 \_\_\_\_\_  
22 Nancy A. Hoy

23 381172.1

1 3990  
2 R. Shawn Oliphant, Esq.  
3 Nevada Bar No. 6441  
4 FAHRENDORF, VILORIA,  
5 OLIPHANT & OSTER L.L.P.  
6 P.O. Box 3677  
7 Reno, Nevada 89505  
8 (775) 348-9999  
9 Attorneys for Platinum Real Estate Corp.  
10 dba Greathouse Real Estate Co.

11  
12 **IN THE SECOND JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA**  
13 **IN AND FOR THE COUNTY OF WASHOE**

14 STACEY J. COOK

15 Plaintiff,

16 vs.

17 Case No: CV13-00537

18 PLATINUM REAL ESTATE CORP., a Nevada  
19 Corporation d/b/a GREATHOUSE REAL  
20 ESTATE CO.

21 Defendant.

22 Dept. No: 1

23 **STIPULATION** **FOR DISMISSAL WITH PREJUDICE**

24 COMES NOW Plaintiff STACEY J. COOK ("Cook") and Defendant PLATINUM REAL  
25 ESTATE CORP. d/b/a GREATHOUSE REAL ESTATE CO. ("Greathouse") by and through  
26 their respective counsel of record and hereby stipulate to the dismissal of all claims in the above-  
27 referenced matter with prejudice, with each party to bear their own attorneys fees and costs.

28 Pursuant to NRS 239B.030, the undersigned does hereby affirm that the preceding  
document does not contain the personal information of any person as defined in NRS 603A.040.

29 DATED: 1/14/14

30 DATED: 1-14-14

31 NEW VENTURE ATTORNEYS

32 FAHRENDORF, VILORIA,  
33 OLIPHANT & OSTER L.L.P.

34 By: Mark K. Smallhouse

35 By: R. Shawn Oliphant

36 Mark K. Smallhouse, Esq.  
37 Nevada Bar No. 7520  
38 Steven G. Ganim, Esq.  
39 Nevada Bar No. 12745  
40 Attorneys for Plaintiff

41 R. Shawn Oliphant, Esq.  
42 Nevada Bar No. 6441  
43 Attorneys for Platinum Real Estate Corp.  
44 dba Greathouse Real Estate Co.

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**IN THE SECOND JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA  
IN AND FOR THE COUNTY OF WASHOE**

STACEY J. COOK

Plaintiff,

vs.

Case No: CV13-00537

PLATINUM REAL ESTATE CORP., a Nevada  
Corporation d/b/a GREATHOUSE REAL  
ESTATE CO.

Dept. No: 1

Defendant.

**ORDER FOR DISMISSAL WITH PREJUDICE**

Pursuant to the Stipulation for Dismissal with Prejudice signed by the parties hereto, and good cause appearing therefore,

IT IS HEREBY ORDERED that all claims in the above-referenced matter are dismissed with prejudice, with each party to bear their own attorneys fees and costs.

Pursuant to NRS 239B.030, the undersigned does hereby affirm that the preceding document does not contain the personal information of any person as defined in NRS 603A.040.

DATED this 15<sup>th</sup> day of January, 2014.

  
DISTRICT COURT JUDGE

**EXHIBIT “4”**

**EXHIBIT “4”**



Property Address: 1325 Carville Drive, Reno, NV 89512

- 1 **RENT INCREASE** The rent can be increased following the initial lease term with a minimum of forty-five (45) day written notice prior to the date the increase takes effect.
- 2  
3  
4 **ASSIGNMENT OR SUBLETTING** The TENANT will not assign or sublet any portion of the Premises without written approval from Management.
- 5  
6  
7 **USE OF PROPERTY** The Premises will be used exclusively as a residence and any guest(s) staying more than 10 days in a calendar year without prior written consent of Owner and/or Management constitutes a material breach of this Agreement. No business of any type may be conducted on/or from the Premises unless prior written consent of Management is obtained and TENANT complies with all licensing and other legal requirements of business. Management reserves the right to require TENANT to obtain increased liability insurance in an amount to be determined at its sole discretion and/or to increase the Security Deposit on the Premises. As presumed under Nevada law, TENANT'S absence from Premises for a period of time equal to one half of the time for periodic rental payments, while all or any portion of the rent or other monetary obligation of TENANT remains unpaid, constitutes an abandonment of the Premises and entitles the Owner and/or Management to, at their option, take possession of the Premises.
- 15  
16 **NAMES OF TENANTS ON THE PREMISES** The following are the names of those authorized to reside on the Premises:  
17 Gerardo Moreno-spouce, Celeste Moreno--daughter  
18  
19  
20
- 21 **UTILITIES** The TENANT will be responsible for the payment of all utilities and services of the Premises effective January 27, 2012 including, but not limited to, gas, electricity, telephone, garbage and water, with the exception of sewer trash which shall be paid by Owner and/or Management. TENANT shall have all utilities converted to TENANT'S name no later than February 2, 2012. If TENANT does not comply, Management may instruct the utility provider(s) to remove Management from the account.
- 26  
27 **ANIMALS** No animals will be allowed on the Premises without prior written consent of Management.
- 28  
29 **FAIR HOUSING** Management and TENANT understand the state and Federal Fair Housing laws prohibit discrimination in the sale, rental, appraisal, financing or advertising of housing on the basis of race, color, religious creed, color, disability, sexual orientation, gender identity or expression, ancestry, familial status or sex.
- 31  
32 **RULES AND REGULATIONS** TENANT will comply with all statutes, ordinances and requirements of any municipal, state and federal authorities having jurisdiction over the Premises. TENANT has a right to display the US Flag in accordance with NRS 118A.325.  
34  
35 [\_\_\_\_\_/\_\_\_\_\_] TENANT acknowledges receipt of and agrees to abide by all applicable CC&Rs and/or Rules & Regulations.  
36  
37 TENANT agrees to reimburse Management for any charges, expenses, fees, fines and all other costs incurred by Management for any failure to abide by above.  
38  
39
- 40 **VEHICLES** All vehicles operated by TENANT must be registered with Management. Only vehicles maintained in operational condition and properly licensed may be parked in the approved areas. Unauthorized vehicles may be towed by Management at TENANT'S expense. TENANT may park no more than \_\_\_\_\_ vehicles in the approved areas and on the Premises at any one time. Management is not responsible for damage or theft while vehicles are parked in the approved areas on the Premises.  
41  
42 Make Dodge Model Ram Year 2011 License Plate 694THL  
43 Make Nissan Model Xterra Year 2008 License Plate 590SNR  
44  
45  
46
- 47 **PUBLIC NUISANCE** It is a misdemeanor to commit or maintain a public nuisance or to allow any building or boat to be used for public nuisance. Any person who willfully refuses to remove a nuisance when there is a legal duty to do so, may be guilty of a misdemeanor. A public nuisance may be reported to the local sheriff's department. A violation of building, health or safety codes or regulations may be reported to the responsible government entity.
- 50  
51  
52 **DRUG FREE HOUSING** The TENANT or invitees are prohibited from use, storage, sale and manufacturing of any illegal substance.  
53  
54
- 55 **SMOKING** [\_\_\_\_\_/\_\_\_\_\_] Smoking  is  is not permitted inside the Premises. TENANT will be held responsible for any damage caused from smoking by TENANT or any guest of TENANT.  
56

2 MAINTENANCE, REPAIRS OR ALTERATIONS The TENANT acknowledges that the Premises are in good order and  
3 repair, unless otherwise indicated, TENANT has thoroughly examined the Premises, TENANT has not relied on any statements  
4 or representations concerning the past, present or future condition or repair of the Premises by the Owner and/or Management or  
5 any agent of either, and TENANT hereby waives any claim or right on account of the condition or repair of the Premises or any  
6 alleged defect in any aspect of the Premises. TENANT shall, at TENANT expense, maintain the Premises in a clean and sanitary  
7 manner, including, but not limited to, all equipment, appliances, smoke detectors, plumbing, heating and air conditioning, and  
8 shall surrender the same, at termination, in as good condition as received, normal wear excepted. TENANT shall be responsible  
9 for damages caused by negligence and that of TENANT'S family, invitees, and guests. TENANT shall immediately report any  
10 defect or natural wear pertaining to the plumbing, wiring, or workmanship on the Premises. TENANT is responsible and agrees  
11 to pay for damage done by weather related damage caused by leaving windows or doors open and or by overflow of water, stoppage  
12 of waste pipes, or any other damage to appliances, carpeting, or the Premises in general actions due to the failure to act by  
13 TENANT or guests of TENANT. TENANT shall not paint, paper or otherwise redecorate or make alteration to the Premises  
14 without prior written consent of Management. TENANT shall irrigate, maintain and fertilize, any grounds included in the  
15 Premises, including, but not limited to, lawns and shrubbery, if they are for the TENANT'S exclusive use. The TENANT shall  
16 be responsible for turning off and draining, and turning on, sprinkler systems in the Fall and Spring months, respectively.  
17 The TENANT shall also be responsible for detaching hoses from hose bibs during the Fall/Winter. TENANT is solely  
18 responsible for snow and ice removal on the Premises. TENANT shall maintain the thermostat at 55 degrees or more during the  
19 winter months to prevent freezing and shall change furnace filters on a regular basis. Light bulbs are the responsibility of the  
20 TENANT. TENANT shall repair and/or replace all material items of the Premises, on or before the termination date to the same  
21 condition at time of initial occupancy. Any damages caused by TENANT noncompliance with these provisions shall be the sole  
22 responsibility of the TENANT.

23 INVENTORY The TENANT hereby acknowledges the following to be a true and correct inventory of all personal property  
24 contained on the Premises. Any alterations expressly approved by Management and funded by the TENANT to the Premises shall  
25 become part of the Premises and belong to Owner unless Management provides TENANT with written notice to remove alterations or  
26 additions and restore the Premises to its original condition. A move in condition form has been provided for TENANT to inspect and  
27 note any existing conditions of the Premises. The move in condition form must be completed and returned to Management within  
28 3 business days of the first day of the Term set forth above.

30 ITEM	Serial Number	Condition
<input type="checkbox"/> Washer	<u>none</u>	
<input type="checkbox"/> Dryer	<u>none</u>	
33 <input checked="" type="checkbox"/> Refrigerator		
34 <input type="checkbox"/> Garage Door Opener (Remotes # <u>N/A</u> )		
35 <input type="checkbox"/> Other: <u>Rehabed unit with new carpet paint and bath room fixtures.</u>		

39 DAMAGES/DESTRUCTION TO PREMISES If the Premises is damaged and rendered uninhabitable by events or causes other  
40 than the intentional conduct and/or negligence of the TENANT or any guest, invitee or agent thereof, either party will have the right  
41 to terminate this Agreement, in writing, as of the date on which the damage occurred. Should this right be exercised by either party,  
42 rent for the current month will be prorated as of the date the damage occurred, and any unused security deposit will be refunded. If  
43 the Premises is still habitable, Management agrees to make repairs as soon as practicable. If any damage, whether complete or partial,  
44 is caused by the intentional conduct and/or negligence of the TENANT or any guest, invitee or agent thereof, only Management has  
45 the right to terminate this Agreement. If Management exercises that right, TENANT shall pay prorated rent for that period between  
46 the date the damage occurred and the date TENANT completely vacates the Premises and reimburse the Management, in full, for all  
47 expenses, incurred by Management to restore the Premises to the same, or a similar, condition in which the Premises existed prior to  
48 the subject damage. If not, TENANT shall continue to pay rent, otherwise comply with all provisions of the Agreement and  
49 reimburse Management, in full, for all expenses related to damage as set forth in the preceding sentence.

51 CLEANING Upon vacating, TENANT, at TENANT'S expense, shall have carpet professionally cleaned by a company  
52 mutually agreed upon by Management and TENANT. TENANT will leave Premises in the same condition or better than when  
53 initially occupied. This includes, but is not limited to, the interior, exterior, all floor coverings, walls, ceilings, windows, base  
54 boards, window coverings, appliances, fixtures, driveways, parking areas, etc. If Premises is not left in the same condition or  
55 better than when it was initially occupied, a prorated daily rent may be charged to TENANT while Premises is being restored to  
56 that condition. This rent will be equal to the amount charged at the time of last full month of occupancy.

Property Address: 1325 Carville Drive, Reno, NV 89512

**RE-KEYING** The TENANT is responsible at TENANT expense for payment of re-keying, from key deposit if collected, all exterior doors upon vacating the Premises. Number of Keys Received: 2

**ENTRY AND/OR INSPECTIONS** Management and/or its representative may enter the Premises under the following conditions:  
a. In case of an emergency where Premises may be destroyed or human lives may be in danger;  
b. Necessary and agreed upon repairs;  
c. Show the Premises to potential buyers, future TENANT, lenders or workers;  
d. When TENANT has surrendered the Premises or has abandoned it.

Exceptions under (b) & (c): prior notification must be given at least 24 hours in advance and entry will be between the hours of 8:00 a.m. - 5:00 p.m. unless agreed otherwise.

**SECURITY DEPOSIT** The security deposit will secure the performance of TENANT'S obligations. Management may, but is not obligated to, apply all portions of said deposit on account of TENANT obligations. Any balance remaining upon termination will be returned to TENANT with an itemized accounting of the deposit to the TENANT'S last known address or according to TENANT'S written instructions within 30 days of TENANT vacating the Premises. TENANT will not have the right to apply the security deposit payment to rent. Security deposit to be held by Management.

**BREACH OF AGREEMENT** Failure of TENANT to comply with any term or condition of this Agreement, an abandonment of the Premises as defined herein, and/or failure by TENANT to comply with any applicable rules or provisions of the laws of the State of Nevada, each constitute a material breach of this Agreement and entitle Owner and/or Management to terminate this Agreement upon five (5) days written notice or in the most expedient manner allowed under Nevada law. Following termination, TENANT is liable for all re-leasing costs, including but not limited to, leasing fees, advertising, cleaning, repair, care of the Premises while vacant, court costs, etc. If the market rent must be reduced to re-rent the Premises, the difference through the remainder of the Term will be charged to the TENANT. Any changes herein enumerated shall immediately be due as rent and may be deducted from any remaining security deposit, and any balance remaining shall be billed to the TENANT.

**INSURANCE** The TENANT is advised to purchase insurance covering their own personal property and/or injury. TENANT shall add Management as an additional insured. Management is not responsible for TENANT'S personal property or injury not actually or proximately caused by the actions or failure to act by Management. TENANT'S personal property is not insured by the Owner or Management.

**NOTICES** All notices to be provided under the terms of this Agreement are effective if delivered and/or served pursuant to the guidelines set forth in the Nevada Revised Statutes, including, but not limited to, NRS 40.280.

**WAIVER** Failure of Management to enforce any provision of this Agreement will not be deemed a waiver of that provision or any other provision of this Agreement.

**INDEMNIFICATION** The TENANT holds harmless and completely indemnifies the Owner and Management, to the fullest extent allowed by law, from and against all damages, demands, causes of action and any and all other types of claims and/or liabilities, including, but not limited to, all attorney's fees, costs and other legal expenses incurred by Owner and/or Management to defend themselves against damages, demands, causes, claims and liabilities, which arise from, or are in any other way related to, the actions, or the failure to act, of TENANT and guests, invitees or other agents, and TENANT failure to comply with or breach, of any provision of this Agreement, regardless of whether insurance coverage is available to TENANT for the indemnity obligations set forth herein. Owner and Management shall not be liable for any damage or injury to TENANT, or any property thereof, or to any other person, another person's property or any animal, occurring on the Premises or any part thereof, unless liability is directly caused by Owner and/or Management.

**TIME IS OF THE ESSENCE** Time is of the essence in this Agreement.

**NEVADA LAW TO APPLY** Nevada law shall apply to the interpretation and enforcement of this Agreement.

**ATTORNEY'S FEES** In the event either party hereto is required to engage the services of an attorney to enforce this Agreement, the prevailing party in any proceeding shall be entitled to recover its reasonable attorney's fees and all resulting legal expenses and costs.

**ADDITIONAL TERMS OF THIS AGREEMENT:**

Pet deposit is \$200.00

Due and payable by March 1, 2012. Payment of Pet Deposit made after 3/01/2012 will incur a \$50.00 non-refundable late fee.

Property Address: 1325 Carville Drive, Reno, NV 89512

1 **SEVERABILITY** If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, the  
2 other provisions of this Agreement will remain in full force and effect. Any provision of this Agreement held invalid or unenforceable  
3 only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable.  
4

5 **CODE OF ETHICS** Not all real estate licensees are REALTORS®. A REALTOR® is a member of the National Association of  
6 REALTORS® and therefore subscribes to a higher ethical standard in the industry, the REALTOR® Code of Ethics. To  
7 receive a copy of the Code of Ethics, ask your real estate professional OR, the local Association of REALTORS®.  
8

9 **ADDITIONAL FORMS ATTACHED TO THIS AGREEMENT:**

- 10  Disclosure of Information Lead-Based Paint and/or Lead-Based Paint Hazards  
11  Duties Owed by a Nevada Real Estate Licensee  
12  Consent to Act  
13  Move-In Condition Form  
14  Pet Agreement  
15  Other \_\_\_\_\_  
16

17 **ENTIRE AGREEMENT** This document contains the entire Agreement of the parties and supersedes all prior agreements of any  
18 kind between the parties, written or oral. Both parties acknowledge to not have relied on any statements of the real estate licensee,  
19 Broker or Management which are not herein expressed.  
20

21 **EMERGENCY PHONE NUMBER** In the event there is an emergency which any way affects the Premises or the parties  
22 obligations under this Agreement the TENANT must report it to Greathouse Real Estate Co. at the following  
23 number (775) 677-4663 or 775-772-1010, which is a local contact in  
24 the county or within 60 miles of the Premises. If there is an emergency that requires IMMEDIATE attention (i.e. fire, pipe breakage  
25 with sudden unstoppable water flow, gas leak, etc.) TENANT to handle IMMEDIATE emergency by contacting appropriate agency  
26 (i.e. fire department, utility company for shut off, etc.), THEN contact Management.  
27

28 All persons signing on behalf of the TENANT, if more than one, are bound, jointly and severally, by the terms of this Agreement.  
29 The TENANT hereby acknowledges receipt of a complete copy of this Agreement.  
30

31 TENANT [Signature] Date 1/27/12 Date \_\_\_\_\_

32 TENANT \_\_\_\_\_ Date \_\_\_\_\_ Management Company Greathouse Real Estate Company

33 TENANT \_\_\_\_\_ Date \_\_\_\_\_ Managing Agent or Owner \_\_\_\_\_

34 TENANT \_\_\_\_\_ Date \_\_\_\_\_ Address: 419 W. Plumb Lane  
35 Karen Greathouse

36 Phone Number \_\_\_\_\_ City Reno State NV Zip Code 89512  
37

38 Work Number \_\_\_\_\_ Phone (775) 786-1010 Fax (775) 786-2323  
39

40 Email \_\_\_\_\_ Email Karen@GreathouseREO.com  
41  
42  
43

Tenant [Signature] / [Signature] ] and Management [ [Signature] / \_\_\_\_\_ ] have read this page



ADDENDUM #     A    



1 This addendum to Residential Lease Agreement, dated January 27, 2012,  
 2 on the property located at 1327 Carville, Reno, NV 89512,  
 3 between Lilia Barerra and Stacey Cook,  
 4 is being attached this date March 12, 2012.  
 5 Page 2 line 42 to read ONE. As this section was not marked. Subject property only offers  
 6 ONE " ON SITE PARKING SPOT".

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 38 DATED: \_\_\_\_\_ TIME: \_\_\_\_\_ DATED: \_\_\_\_\_ TIME: \_\_\_\_\_  
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 40 Buyer: \_\_\_\_\_ Seller: \_\_\_\_\_  
 41  
 42 Buyer: \_\_\_\_\_ Seller: \_\_\_\_\_  
 43  
 44 Buyer: \_\_\_\_\_ Seller: \_\_\_\_\_  
 45  
 46 Buyer: \_\_\_\_\_ Seller: \_\_\_\_\_  
 47

48 This agreement is not valid unless signed by all parties.