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Restrictions indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin are hereby deleted to the extent such restrictions violate 42 USC 3604(c).

DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS  
OF  
RANCHO BEL AIR UNIT 2

Re-recorded to add Exhibit "B"

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DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS

OF

RANCHO BEL AIR UNIT 2

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THIS DECLARATION made this 1st day of AUGUST, 1978,  
by RANCHO BEL AIR PARTNERSHIP, a Nevada partnership, and the under-  
signed lot owners, hereinafter collectively called "Declarant".

PREAMBLE

A. Declarant is the owner of real property described in  
Article II of this Declaration and desires to create thereon a  
residential community with private streets, common areas and facili-  
ties for the benefit of said community; and

B. Declarant desires to provide for the preservation of the  
values and amenities in said community and for the maintenance of  
the private streets, other common areas and facilities and to this  
end, desires to ultimately subject the properties described in  
Article II, together with such additions as may hereafter be made  
thereto, (as provided in Article II) to the covenants, restrictions,  
easements, charges and liens, hereinafter set forth, each and all  
of which is and are for the benefit of said property and each owner  
thereof; and

C. Declarant has deemed it advisable, for the efficient  
preservation of the values and amenities of said community to form  
an association to which should be delegated the powers of maintaining  
and administering the common properties and facilities and adminis-  
tering and enforcing the covenants and restrictions and collecting  
and disbursing the assessments and charges hereinafter created; and

D. Declarant has or will incorporate under the laws of the  
State of Nevada, a non-profit Homeowners Association for the purpose  
of exercising the above functions aforesaid; and

E. Declarant hereby declares that all of the property des-  
cribed as Rancho Bel Air Unit 2 in Article II hereof, and such  
additions thereto, as may hereafter be brought within the terms of  
this declaration, shall be held, occupied, sold and conveyed subject  
to the following easements, restrictions, covenants and conditions,  
which are for the purpose of protecting the value and desirability  
of, and which shall run with, the real property and be binding on  
all parties having any right, title or interest in the described  
properties or any part thereof, their heirs, successors and assigns,



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and shall inure to the benefit of each owner thereof.

ARTICLE I  
DEFINITIONS

1.1 Association shall mean and refer to the non-profit Home-owners Association created for the purpose of exercising the functions of this Declaration.

1.2 Owner shall mean (a) Declarant; or (b) any person or persons being either (i) the grantee or grantees, as the case may be, of the fee simple estate by conveyance in a lot and their successors and assigns; or (ii) the purchasers, under any executory contract of sale, in a lot within Rancho Bel Air Unit 2. Unless the context otherwise requires, the term "owner" shall include the family, invitees, licensees and lessees of any owner, but shall not include those having such interest merely as security for the performance of any obligation.

1.3 Properties shall mean and refer to that certain real property described in Article II and such additions thereto as hereafter may be annexed and made subject to this Declaration and the jurisdiction of the Association pursuant to Article II hereof.

1.4 Phase I shall mean and refer to that certain real property described on Exhibit "A" and referred to in Article II hereof.

1.5 Common Area shall mean and refer to streets, parkways, medians, planting areas, entrance and guardhouse areas, and such other areas of land as appears on the property described as "existing property" in Article II and such other additions thereto as may hereafter be brought within the terms of this Declaration.

1.6 Lot shall mean and refer to any plot of land shown upon any recorded subdivision map of the properties with the exception of the common area.

1.7 Declarant shall mean and refer to RANCHO BEL AIR PARTNERSHIP, a Nevada partnership, composed of B.J.A. DEVELOPMENT CORPORATION OF NEVADA and RANCHO BEL AIR DEVELOPMENT PARTNERSHIP, and the undersigned lot owners, their successors and assigns, if such successors or assigns should acquire more than one (1) undeveloped lot from Declarant for the purpose of development.

1.8 Member shall mean and refer to every person or entity who holds membership in the Association.

1.9 Wherever the words "deed of trust" are used herein, they shall mean and be synonymous with the word "mortgage", and the same shall be used interchangeably with the same meaning; and likewise,

the word "beneficiary" shall be synonymous with the word "mortgagee", and the word "trustor" shall be synonymous with the word "mortgagor".

1.10 Single-Family Residence shall mean and refer to any single-family residential dwelling located on a lot and designed and intended for use and occupation by not more than one family.

1.11 Supplemental Declaration shall mean any declaration of covenants, conditions and restrictions which may be recorded by Declarant pursuant to Article II hereof.

1.12 Architectural Committee shall mean the committee created pursuant to Article V hereof, and the terms "architectural committee" and "architectural control committee" may be used interchangeably herein.

## ARTICLE II

### PROPERTY SUBJECT TO THIS DECLARATION AND ADDITIONS THERETO

2.1 Phase I. The real property which is, and shall be held, transferred, sold, conveyed and occupied subject to this Declaration is located in the County of Clark, State of Nevada, and is more particularly described as Amended Rancho Del Air Unit 2, as shown by map thereof on file in Book 21 of Plats, Page 36, Clark County, Nevada Recorder, all of which property shall hereafter be referred to as Phase I.

2.2 Additions to Phase I. Additional real property may be annexed to Phase I and become subject to this Declaration by any of the methods set forth hereinafter.

2.3 Additions by Declarant. If Declarant shall develop or cause to be developed additional real property within the area described in Exhibit "B", attached hereto and incorporated herein by this reference, Declarant shall have the right to annex such additional real property to Phase I and to bring such real property within the general plan and scheme of this Declaration without the approval of the Association, its board of directors or members; provided, however, that said right of Declarant shall terminate on January 1, 1989.

2.4 Other Additions. In addition to the provision for annexation specified in Section 2.3 above, additional real property may be annexed to Phase I and brought within the general plan and scheme of this Declaration upon the approval by vote or written consent of members entitled to exercise not less than two-thirds (2/3) of the voting powers of each class of membership of the Association. Upon obtaining the requisite approval pursuant to this Section 2.4, the owner of the real property to be annexed shall file a declaration adding it to the general plan and scheme of this Declaration and subject it to the jurisdiction of the Association shall file of

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record a supplemental declaration as more particularly described in Section 2.5 below.

2.5 Supplemental Declaration. The additions authorized under Sections 2.3 and 2.4 hereof shall be made by filing of record a supplemental declaration, or other similar instrument, with respect to the additional real property which shall be executed by Declarant or the owner thereof shall extend the general plan and scheme of this Declaration to such real property. The filing of record of said supplemental declaration shall constitute and effectuate the annexation of the additional real property described therein, and thereupon said real property shall become and constitute a part of Rancho Bel Air Unit 2, become subject to this declaration and encumbrances passed within the general plan and scheme of the covenants, conditions and restrictions contained herein, and become subject to assessment by the Association and to the functions, powers and jurisdiction of the Association, and the owners of lots in said real property shall automatically become members of the Association.

Such supplemental declaration may contain such additions and modifications of the covenants, conditions and restrictions contained in this Declaration as may be necessary to reflect the different character, if any, of the added real property, or as Declarant may deem appropriate in the development of such real property, and as are not inconsistent with the general plan and scheme of this Declaration. In no event, however, shall such supplemental declaration revoke, modify or add to the covenants, conditions and restrictions established by this Declaration as the same pertain to Phase I, except as hereinafter may be provided.

2.6 Conveyance of Common Area. Declarant covenants that it will convey title to the common area to the Association prior to or concurrently with the conveyance of the first lot to a purchaser from the Declarant. This provision shall apply to each property annexed and made subject to this Declaration, whether by staged development or future annexations.

#### ARTICLE III

#### USE RESTRICTIONS

In addition to all other covenants contained herein, the use of the properties and each lot therein is subject to the following:

3.1 None of the lots shall be used except for residential purposes. No building shall be erected, altered, added or permitted to remain on any such lot other than a single family residence. Nothing in this declaration shall prevent an owner from leasing his

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residence. However, all leases shall have a term of not less than six months, leases shall be in writing and any tenant shall abide by and be subject to all provisions of this Declaration.

3.2 Side and rear walls shall not exceed six (6) feet in height from zero grade level unless approved in writing by the Architectural Committee pursuant to Article V. Front walls, from front set back line shall not exceed three (3) feet in height from zero grade level unless approved in writing by the Architectural Committee pursuant to Article V.

3.3 No lot shall ever be used or caused to be used or allowed or authorized in any way, directly or indirectly, for any business, commercial, manufacturing, mercantile, storing, vending or other such non-residential purposes, except Declarant may use any lot owned by it for a model home site, and display and sales office.

3.4 No sign or billboard of any kind shall be displayed to the public view on any portion of the properties, or any lot, except one (1) 18" x 24" sign for each lot, advertising such lot for sale or rent, except for signs, billboards and other advertising devices or structures used by Declarants in connection with the development, subdivision, advertisement and sale of the properties and the lots.

3.5 No noxious or offensive activity shall be carried on upon any lot or any part of the properties, nor shall anything be done thereon which may be, or may become a nuisance to the neighborhood, or which shall in any way interfere with the quiet enjoyment of each of the owners of his respective dwelling unit, or which shall in any way increase the rate of insurance

3.6 No animals, fowl, reptiles or poultry shall be kept within a lot, except that domestic dogs, cats, birds and fish may be kept; however the same shall not be bred or raised thereon for commercial purposes or in unreasonable quantities. All animals must be kept on a leash if allowed off an owner's lot.

3.7 No oil drilling, oil development operations, oil refining, quarrying, or mining operations of any kind, shall be permitted upon or in the properties, nor shall oil wells, tanks, tunnels, or mineral excavations or shafts be permitted upon or in the surface of the properties. No derrick or other structure designed for use in boring for water, oil or natural gas shall be erected, maintained or permitted upon the properties.

3.8 All clotheslines and storage areas shall be prohibited upon the properties, unless obscured from view of adjoining lots and streets by a wall or appropriate screen approved by the Architectural Control Committee. Air conditioning units or other roof mounted or ground level shall be concealed so as not to be visible from adjoining lots.

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3.9 Aluminum foil, milar, mirrors or other similar-material shall not be used to cover windows, nor shall reflective windows be installed unless approved, in writing, by the Architectural Committee.

3.10 No structure of a temporary character, whether a mobile home, house trailer, basement, tent, shack, garage, barn or other out-building shall be kept, stored or used on the properties at any time as a residence, either temporarily or permanently. Trailers, boats or similar vehicles may be stored or parked on a lot, provided it is within an enclosed garage or carport or screened area. This restriction shall not apply to sales and construction trailers used by Declarants or their agents during the construction and sales period of lots within the properties. No vehicle of any kind may be repaired or serviced on any lot unless said vehicle is screened or concealed. The commercial repair or servicing of vehicles is expressly prohibited.

3.11 No radio or television receiving or transmitting antennae or external apparatus shall be installed on the properties, where they may be visible from the adjoining lots or streets.

3.12 Unless otherwise approved, in writing by the Architectural Committee, no building shall be erected or located on any lot nearer than thirty (30) feet from the front curb line (back of face of curb) of the property; side set back shall be ten (10) feet from property lines, except where side yards abut street rights of ways, the set back shall be fifteen (15) feet; rear lot lines shall be as permitted by the ordinances and regulations of the City of Las Vegas. Free standing garages shall not be erected closer than five (5) feet to the rear or side property line. For purposes of this Section 3.12, eaves, steps and open patios shall not be considered as a part of a building.

3.13 No parking stalls, carports or garages situated on any lot shall be converted to any other use unless consented to in writing by the Architectural Control Committee.

3.14 No lumber, metals, bulk materials, refuse or trash shall be kept, stored or allowed to accumulate on any lot, except building materials during the course of any approved construction. If trash or other refuse is to be disposed of by being picked up, containers may be placed in the open for not more than twelve (12) hours before the pick up is to be made. After pick up or disposal, containers shall be removed from public view within twelve (12) hours.

3.15 All buildings erected or constructed on any lot shall conform to the ordinances and statutes pertaining thereto.

3.16 No residence containing less than 1,500 square feet of livable floor area shall be erected or permitted and no multi-level dwellings shall contain less than a 2,000 square feet ground floor.

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Such floor area shall be exclusive of attached garage and open entries, porches, patio or basement. The 2,500 square feet minimum required floor area shall be deemed to include the total livable enclosed floor area of the residence.

3.17 Easements for installation and maintenance of the utilities, sewer pipelines and facilities and drainage facilities over and in the properties, and all pipelines and other facilities located and to be located in said easements (together with the right of egress and ingress in connection therewith) are reserved as shown on the recorded map of the properties.

3.18 During reasonable hours and after reasonable notice, any agent of Declarant, so long as it is an owner of at least twenty-five (25%) percent of the lots, or the Association, shall have the right to enter upon and inspect lots for the purpose of ascertaining whether or not the provisions of this Declaration are being complied with and shall not be deemed guilty of trespass by reason thereof.

3.19 Breach of any of the covenants in this Article III shall not defeat or render invalid the lien of any mortgage or deed of trust made in good faith and for value as to said lots or property, or any part thereof, but such provisions, restrictions or covenants shall be binding and effective against any owner of said property whose title thereto is acquired by foreclosure, trustee's sale or otherwise.

3.20 Except as they are installed by the Declarant in the initial construction of the homes and improvements thereto, no additions, remodeling, fences or walls shall be commenced or erected without prior written approval of the Architectural Committee as set forth in Article V of this Declaration.

#### ARTICLE IV

##### HOMEOWNERS ASSOCIATION

4.1 Organization. The Association shall be a nonprofit Nevada corporation charged with the duties and invested with the powers prescribed by law and set forth in the articles, by-laws and this Declaration. Neither the articles nor by-laws shall, for any reason, be amended or otherwise changed or interpreted so as to be inconsistent with this Declaration.

4.2 Membership. Every owner of a lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any lot which is subject to assessment.

(a) Voting. The Association shall have two (2) classes of voting membership:

Class A: Class A members shall be all owners with the exception of the Declarant and shall be entitled to one vote for each lot owned. When more than one (1) person holds an interest in any lot, all such persons shall be members. The vote for such lot shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any lot. No fractional votes may be cast.

Class B: The Class B member(s) shall be the Declarant and shall be entitled to three (3) votes for each lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of any of the following events, whichever occurs earlier:

(1) When the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership.

(2) On January 1, 1985.

(b) Joint Owner Disputes. The vote for each such lot shall, if at all, be cast as a single vote, and fractional votes shall not be allowed. In the event that joint owners are unable to agree among themselves as to how their vote or votes shall be cast, they shall lose their right to vote on the matter in question. If any owner casts a vote representing a certain lot, it will thereafter be conclusively presumed for all purposes that he or they were acting with the authority and consent of all other owners of the same lot.

4.3 Meetings. Not later than the earlier of (1) forty-five (45) days after the closing of the sale of the lot which represents the fifty-first (51%) percentile interest authorized for sale under the first public report for Rancho Del Air Unit 2; or (2) six (6) months after the sale of the first lot in Rancho Del Air Unit 2, a special meeting shall be held at which members of the Board of the Association shall be elected by a vote of the then members of the Association. The presence at any meeting, in person or by proxy, of the members entitled to vote at least fifty (50%) percent of the total votes shall constitute a quorum. If any meeting cannot be held because a quorum is not present, the members present, either in person or by proxy, may, as otherwise provided by law, adjourn the meeting to a time not less than five (5) days nor more than thirty (30) days from the time the original meeting was called, at which meeting the quorum requirement shall be the members entitled to vote at least twenty-five (25%) percent of the total votes.

The president of the Association (or any vice president in the absence) shall act as chairman of all meetings of the members and

the secretary of the Association (or an assistant secretary thereof in his absence) shall act as secretary of all such meetings.

At each annual meeting, the board shall present a written statement of assessment and common expenses, itemizing receipts and disbursements for the preceding calendar year. Within ten (10) days after the date set for each annual meeting, such statement shall be delivered to the members not present at said meeting.

4.4 Duties of Association. In addition to the duties and powers enumerated in its Articles of Incorporation and by-laws, or elsewhere provided for herein, and without limiting the generality thereof, the Association shall:

(a) Own, maintain, improve, construct, reconstruct, (in the event of deterioration or destruction) and manage all of the common area and all facilities, improvements and landscaping thereof, and all property acquired by the Association, and to pay all the costs thereof. In the event of damage or destruction to the common area, all available insurance proceeds shall be used for the repair or reconstruction of the common area, and, if such insurance proceeds are insufficient, special assessment pursuant to Section 4 of Article VII herein, may be levied.

(b) Pay all real and personal property taxes and other charges assessed against the common area.

(c) Have the authority to obtain, for the benefit of the common area, all water, gas and electric, sewer and drain service, refuse collection, and street maintenance.

(d) Grant easements where necessary for utilities and sewer facilities over the common area.

(e) Maintain hazard and liability insurance and such other policy or policies of insurance as the Board of Directors of the Association deems necessary or desirable in furthering the purposes of and protecting the interests of the Association and its members.

(f) Have the authority to employ a manager or other persons and to contract with independent contractors or managing agents to perform all or any part of the duties and responsibilities of the Association, provided that any such contract with a person or firm appointed shall not exceed one (1) year in term unless approved by the vote of a majority of the members of the Association.

(g) Enforce applicable provisions of this Declaration and the by-laws of the Association and to establish and enforce uniform rules and regulations pertaining to the use of the private streets, and other common areas or facilities.



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(h) Have the right to enter upon any privately owned lot (but not the interior of any dwelling without consent of owner) where necessary in connection with construction, maintenance or repair of the common area or facilities.

(i) Architectural Committee. To appoint and remove members of the architectural committee as provided in Article V hereof, and to insure that at all reasonable times there is available a duly constituted and appointed architectural committee.

(j) Enforcement of Restrictions and Rules. To perform such other acts, whether or not expressly authorized by the Rancho Bel Air Unit 2 restrictions, as may be reasonably necessary to enforce any of the provisions of the Rancho Bel Air Unit 2 restrictions and the architectural committee rules.

(k) Review annually all insurance policies and bonds maintained by the Association.

(l) Enter into contracts, either singularly or jointly, with similar associations for maintenance of the common areas, security guard service, accounting, legal and other services necessary to carry out the purposes of this declaration.

(m) Grant non-exclusive easements over the common areas to adjoining subdivisions.

(n) No member of the board, nor any agent, representative or employee of the Association shall be personally liable to any owner or to any other party for any damage, loss or prejudice suffered or claimed on account of any act or omission of the Association, the board or any other agents, representatives or employees of the Association, or the architectural committee, provided that such board member or other person has, upon the basis of such information as may be possessed by him, acted in good faith.

4.5 Lots Abutting Mesquite Avenue & Rancho Drive. Owners of lots abutting Mesquite Avenue or Rancho Drive shall maintain exterior walls and grounds facing said streets; should they fail to do so, the Association may proceed in accordance with this Declaration.

ARTICLE V

ARCHITECTURAL CONTROL COMMITTEE

5.1 Architectural Approval. No building, fence, wall, sign or other structure, or exterior addition to or change or alteration thereof (including painting or landscaping) shall be commenced constructed, erected, placed, altered, maintained, or permitted to remain on the lots and common area until plans and specifications showing plot layout and all exterior elevations, with materials and colors thereon and structural design and landscaping, shall have been submitted to or approved in writing by an architectural control

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committee composed of three (3) persons initially to be appointed by the Declarant ("architectural committee"). No carport structure shall be permitted or constructed. No structure shall be improved with a rock roof or composition shingle roof. All walls shall be of block construction. Design and location of mail receptacles shall be subject to this Article. All plans and specifications shall be submitted in writing over the signature of the owner of the property or its authorized agent. Approval shall be based, among other things, on adequacy of site dimensions; adequacy of structural design and materials; conformity and harmony of external design with neighboring structures; effect of location and use of improvements on neighboring property, improvements, operations and uses; relation to topography, grade and finished ground elevation of the property being improved to that of neighboring property; proper facing of main elevations with respect to nearby streets; preservation of natural view and esthetic beauty; and conformity of the plans and specifications to the purpose and general plan and intent of this Declaration. In any event, the architectural committee shall have the right to require any member to remove, trim, top or prune any shrub, tree or hedge which such committee reasonably believes impedes the view of any lot.

5.2 Term of Architectural Committee Appointed by the Declarant. The architectural committee appointed by Declarant pursuant to Section 5.1 above shall remain in office until the happening of any of the following events, whichever occurs earlier:

(a) When one hundred (100%) percent of the lots within Rancho Bel Air Unit 2 and such additional properties as may be annexed thereto have been sold.

(b) On January 1, 1989.

From and after the happening of these events, which occurs earlier, the architectural committee shall be composed of a board of the Association or by three (3) or more representatives appointed by the board who shall be members of the Association.

5.3 Failure to Approve or Disapprove Plans and Specifications. In the event the architectural committee, or its designated representative, fails to either approve or disapprove such plans and specifications within thirty (30) days after the same have been submitted to it, it shall be conclusively presumed that the architectural committee has approved such plans and specifications. All improvement work approved by the architectural committee shall be diligently completed.

5.4 No Liability. Neither Declarant, the Association nor the architectural committee, nor the members thereof, shall be liable in damages to anyone submitting plans or specifications to them for approval, or to any owner of property affected by these restrictions

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by reason of mistake in judgment, negligence or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve or disapprove any such plans or specifications. Every such person who submits plans or specifications to the architectural committee for approval agrees, by submission of such plans and specifications, and every owner of any of said property agrees that he will not bring any action or suit against Declarant, the Association, the architectural committee, or any of the members thereof to recover any such damages.

5.5 Notice of Noncompliance or Noncompletion. Notwithstanding anything to the contrary contained herein, after the expiration of one (1) year from the date of issuance of a building permit by municipal or other governmental authority for any improvement, said improvement shall, for the benefit of purchasers and encumbrances in good faith and for value, be deemed to be in compliance with all provisions of this Article V, unless actual notice of such noncompliance or noncompletion, executed by the architectural committee or its designated representatives, shall appear of record in the Office of the County Recorder of Clark County, Nevada, or unless legal proceedings shall have been instituted to enforce compliance or completion.

5.6 Rules and Regulations. The architectural committee may from time to time, in its sole discretion, adopt, amend and repeal rules and regulations interpreting and implementing the provisions hereof.

5.7 Variances. Where circumstances, such as topography, location of property lines, location of trees, or other matters require, the architectural committee, by the vote or written consent of a majority of the members thereof, may allow reasonable variances as to any of the covenants, conditions or restrictions contained in this Declaration under the jurisdiction of such committee, on such terms and conditions as it shall require; provided, however, that all such variances shall be in keeping with the general plan for the improvement and development of the property.

#### ARTICLE VI

#### PROPERTY RIGHTS

6.1 Owner's Easements of Enjoyment. Every owner shall have a right and easement of ingress and egress and of enjoyment in and to the common area, including private street areas, which shall be appurtenant to and shall pass with the title to every lot, subject to the following provisions.

(a) The right of the Association to dedicate or transfer all or any part of the common area to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication, transfer or

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conveyance shall be effective unless an instrument signed by members entitled to cast two-thirds (2/3) of the votes of each class of membership has been recorded agreeing to such dedication, transfer or conveyance, and unless written notice of the proposed action is sent to every member not less than thirty (30) nor more than sixty (60) days in advance thereof.

(b) The right of the Association to establish uniform rules and regulations pertaining to the use of the common areas.

(c) The right of the Association, in accordance with its articles and by-laws, to borrow money for the purpose of improving or reconstructing the common area and facilities thereof and in aid thereof, to mortgage said property upon the vote or written assent of two-thirds (2/3) of each class of membership. At such time as the Class B membership ceases and is converted to Class A membership, no right authorized by this subparagraph (c) may be exercised except upon the vote or written assent of two-thirds (2/3) of the entire membership.

6.2 Waiver of Use. No member may exempt himself from personal liability for assessment duly levied by the Association, nor release the lot owned by him from the liens and charges hereof, by waiver of the use and enjoyment of the private streets and other common areas or by abandonment of his lot.

#### ARTICLE VII

##### COVENANT FOR MAINTENANCE ASSESSMENTS

7.1 Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each lot owned by it, hereby covenants, and each owner of any lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorney's fees, shall also be the personal obligation of the person who was the owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

7.2 Purpose of Assessments. The assessments levied by the Association shall be used for the purpose of operating the Association for the benefit, welfare and enjoyment of its members, and in this connection, for the maintenance and improvement of the common area and the facilities thereon, and to provide funds for the Association.

BOOK 984

BOOK 976

to carry on its duties set forth herein or in its articles or by-laws.  
7.3 Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first lot to an owner, the maximum annual assessment shall be \$1,200.00 per lot, payable \$100.00 per month.

(a) From and after January 1, of the year immediately following the conveyance of the first lot to an owner, the maximum annual assessment may be increased each year not more than ten (10%) percent above the maximum assessment for the previous year without a vote of the membership.

(b) From and after January 1 of the year immediately following the conveyance of the first lot to an owner, the maximum annual assessment may be increased above ten (10%) percent by the vote or written assent of two-thirds (2/3) of each class of members.

(c) The Board of Directors may fix the annual assessment at any amount not in excess of the maximum.

7.4 Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the common area, including fixtures and personal property related thereto, provided that any such assessment shall have the vote or written assent of two-thirds (2/3) of each class of members. At such time as the Class B membership ceases and is converted to Class A membership, any such assessment shall have the vote or written assent of two-thirds (2/3) of the Class A membership.

7.5 Notice and Quorum for any Action Authorized under Sections 7.3 and 7.4. Any action authorized under Sections 7.3 and 7.4 shall be taken at a meeting for that purpose, written notice of which shall be sent to the members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. If the proposed action is favored by a majority of the votes cast at such meeting, but such vote is less than the requisite two-thirds (2/3), members who were not present in person or by proxy may give their assent in writing provided the same is obtained by the appropriate officers of the Association not later than thirty (30) days from the date of such meeting. At the first such meeting called for any action authorized under Sections 7.3 and 7.4 above, the presence at the meeting of members or proxies entitled to cast two-thirds (2/3) of the votes of each class of membership shall constitute a quorum. If the required quorum is not present at such meeting, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum.

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at the preceeding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

7.6 Uniform Rate of Assessment. Both annual and special assessment must be fixed at a uniform rate for all lots and may be collected on a monthly basis.

7.7 Date of Commencement of Annual Assessments, Due Dates. The annual assessments provided for herein shall commence as to all lots on the first day of each month following the conveyance of the first lot to an owner. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The board of directors shall fix the amount of the annual assessment against each lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every owner subject thereto. The due dates shall be established by the board of directors. The regular assessments as to the property brought under this Declaration by annexation shall commence with respect to all lots within such property on the first day of the month following the conveyance of the first lot to an owner.

7.8 Certificate of Payment. The Association shall, upon demand, furnish to any owner liable for said assessment, a certificate in writing signed by an officer of the Association, setting forth whether the regular and special assessments on a specified lot have been paid and the amount of the delinquency, if any. A reasonable charge may be made by the board for the issuance of these certificates. Such certificates shall be conclusive evidence of payment of any assessment therein stated to have been paid.

7.9 Effect of Nonpayment of Assessments; Remedies. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of ten percent (10%) per annum. Suit to recover a money judgment for unpaid assessments may be maintained against the owner personally obligated to pay the same without foreclosing or waiving the lien securing said assessment. The Association may enforce the lien by sale in accordance with the provisions of N.R.S. 278A 150-170 inclusive or by civil suit or in any other manner permitted by law. The chairman and in his absence the vice-chairman of the board of directors is designated trustee for the purposes of exercising the power of sale provisions contemplated by N.R.S. 278A 150-170 inclusive. The Association through duly authorized agents shall have the power to bid on the lot at any such sale and to hold, lease, mortgage and convey the same. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the common area or abandonment of his lot.

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BOOK 964

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If any suit or action is brought to collect any such charge, then there shall be added to the amount thereof costs of suit and reasonable attorney's fees to be fixed by the court and included in any judgment in any such suit or action.

7.10 Notice of Lien. No action shall be brought by the Association to foreclose said assessment lien or to proceed under the power of sale herein provided until thirty (30) days after the date a notice of claim of lien is deposited in the United States mail, certified or registered, postage prepaid, to the owner of said lot, and a copy thereof is recorded by the Association in the office of the County Recorder in which the properties are located; said notice of claim shall contain a sufficient legal description of any such lot, the record owner or reputed owner thereof, the amount claimed (which may at the Association's option include interest on the unpaid assessment at ten percent (10%) per annum, plus reasonable attorney's fees and expenses of collection in connection with the debt secured by said lien), and the name and address of the Association. Upon the timely curing of any default for which a notice of claim or lien was filed by the Association, any two of the officers thereof are hereby authorized to file or record, as the case may be, an appropriate release of such notice, upon payment by the defaulting owner of a reasonable fee, to be determined by the Association, to cover the costs of preparing and filing or recording such release.

7.11 Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any purchase money first mortgage. Sale or transfer of any lot shall not affect the assessment lien. However, the sale or transfer of any lot pursuant to mortgage foreclosures or any proceeding in lieu thereof by the holder of a purchase money first mortgage, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such lot from liability for any assessments thereafter becoming due or from the lien thereof.

7.12 Mortgage Protection. No breach of the covenants, conditions, or restrictions in this Declaration, nor the enforcement thereof or of any lien provision herein, shall defeat or render invalid the lien of any purchase money first mortgage or deed of trust made in good faith and for value. However, all of the covenants, conditions and restrictions in this Declaration shall be binding upon any owner whose title is derived through foreclosure or exercise of a power of sale, or otherwise.

7.13 Individual Obligations. Whenever under any provision of this Declaration, an owner shall be obligated to do any act or thing or to refrain from doing any act or thing, the Association



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address given by such person to the Association for the purpose of service of such notice, or to the residence of such person if no address has been given to the Association. Such address may be changed from time to time by notice in writing to the Association.

8.6 Enforcement and Nonwaiver.

(a) Right of Enforcement. Except as otherwise provided herein, any owner of any lot within Rancho Bel Air Unit 2 shall have the right to enforce any or all of the provisions of the Rancho Bel Air restrictions upon any property within Rancho Bel Air Unit 2 and the owners thereof and any such properties as may be annexed.

(b) Violations and Nuisance. Every act or omission whereby any provision of the Rancho Bel Air Unit 2 restrictions is violated in whole or in part is hereby declared to be a nuisance and may be enjoined or abated, whether or not the relief sought is for negative or affirmative action by Declarant or the Association or any owners of lots within Rancho Bel Air Unit 2. However, any other provisions to the contrary notwithstanding, only Declarant, the Association, the board or duly authorized agents of any of them may enforce, by self-help, any of the provisions of the Rancho Bel Air Unit 2 restrictions, and only if such self-help is preceded by reasonable notice to the owner involved.

(c) Violation of Law. Any violation of any state, municipal or local law, ordinance or regulation pertaining to the ownership, occupation or use of any property within Rancho Bel Air Unit 2 is hereby declared to be a violation of the Rancho Bel Air Unit 2 restrictions and subject to any or all of the enforcement procedures set forth in said restrictions.

(d) Captions. All captions and titles used in this declaration are intended solely for convenience or reference and shall not affect that which is set forth in any of the provisions hereof.

(e) No Rights Given to the Public. Nothing contained in this Declaration shall be deemed to be a gift or dedication of any portion of Rancho Bel Air Unit 2 to the general public or for any public use or purpose.

8.7 Rancho Bel Air Unit 1 Merger - Effect. Prior to the filing of this Declaration, the RANCHO BEL AIR PARTNERSHIP entered into a written agreement with the RANCHO BEL AIR PROPERTY OWNERS ASSOCIATION NO. 1, INC., whereby the public rights of way as to streets within said Unit 1 were vacated. A purpose of said vacation was to unify the entire Rancho Bel Air Subdivision as a private secured community. In partial consideration of said vacation and certain easements granted to said partnership for the benefit of the entire Rancho Bel Air Subdivision, it is agreed and covenanted that should the Association and the Rancho Bel Air Property Owners Association ever merge, the Association and the Rancho Bel Air Property Owners Association shall be deemed to have merged and the Association shall be deemed to have merged with the Rancho Bel Air Property Owners Association.

the Rancho Bel Air Subdivision shall be subject to an assessment in accordance with Article VII herein equal to the number of non-paying lots in Unit 1, (not to exceed eight lots in number) divided by the total number of lots (subject to assessment) in the entire Rancho Bel Air Subdivision.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal this 1st day of August, 1978.

RANCHO BEL AIR, a General Partnership

BY: B. J. A. DEVELOPMENT CORPORATION OF NEVADA, a Nevada corporation  
BY: Al P. Brende, Jr.  
AL P. BRENDE, JR.

BY: RANCHO BEL AIR DEVELOPMENT, a partnership  
BY: C. J. Sommers  
C. J. SOMMERS, AGENT  
BY: Barry W. Becker  
BARRY W. BECKER, AGENT

B. J. A. DEVELOPMENT CORPORATION OF NEVADA, a Nevada corporation  
BY: Al P. Brende, Jr.  
AL P. BRENDE, JR.

RANCHO BEL AIR DEVELOPMENT, a Partnership

BY: C. J. Sommers  
C. J. SOMMERS, AGENT  
BY: Barry W. Becker  
BARRY W. BECKER, AGENT

----- LOT OWNERS -----

Joel P. Austin  
JOEL P. AUSTIN  
Peter W. Thomas  
PETER W. THOMAS  
William G. Brende  
WILLIAM G. BRENDE  
AL P. BRENDE, JR.

Melba Austin  
MELBA AUSTIN  
Barry W. Thomas  
BARRY W. THOMAS  
Billy Ann Macovetto  
BILLY ANN MACOVETTO  
Vicki G. Brende  
VICKI G. BRENDE

STATE OF NEVADA  
COUNTY OF CLARK } ss.

On this 3rd day of August, 1970, personally appeared before me, a

Notary Public in and for said Clark County, Al P. Brende, Jr. & C. J. Sommers  
and Barry W. Becker for said General Partnership

known to me to be the persons described in and who executed the foregoing instrument, who acknowledged to me  
that they executed the same freely and voluntarily and for the uses and purposes therein mentioned.

WITNESS my hand and official seal.



Notary Public - State of Nevada  
CLARK COUNTY  
Alice Hoffman  
My Commission Expires Mar. 22, 1982

*Alice Hoffman*  
NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE

MY COMMISSION EXPIRES: \_\_\_\_\_

STATE OF NEVADA  
COUNTY OF CLARK } ss.

On this 3rd day of August, 1978, personally appeared before me, a

Notary Public in and for said Clark County, Al P. Brende, Jr. for said  
Corporation

known to me to be the person described in and who executed the foregoing instrument, who acknowledged to me  
that she executed the same freely and voluntarily and for the uses and purposes therein mentioned.

WITNESS my hand and official seal.



Notary Public - State of Nevada  
CLARK COUNTY  
Alice Hoffman  
My Commission Expires Mar. 20, 1982

*Alice Hoffman*  
NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE

MY COMMISSION EXPIRES: \_\_\_\_\_

STATE OF NEVADA  
COUNTY OF CLARK } ss.

On this 3rd day of August, 1978, personally appeared before me, a

Notary Public in and for said Clark County, C. J. Sommers and Barry W. Becker,

Agents of said Partnership

known to me to be the persons described in and who executed the foregoing instrument, who acknowledged to me  
that they executed the same freely and voluntarily and for the uses and purposes therein mentioned.

WITNESS my hand and official seal.



Notary Public - State of Nevada  
CLARK COUNTY  
Alice Hoffman  
My Commission Expires Mar. 20, 1982

*Alice Hoffman*  
NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE

MY COMMISSION EXPIRES: \_\_\_\_\_

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RANCHO BEL AIR

UNIT NO. 4.  
Page 18, Plate  
Page 2, C

Lot No.

Block No.

11  
12  
13  
14  
15  
16

1

Lot No.

Block No.

15  
16  
17  
18  
19  
20  
21  
22  
23  
36  
37  
38

2

Lot No.

Block No.

4  
5  
17  
18  
19  
20  
21  
26

4

CLARK COUNTY NEVADA  
JOAN L. SWIFT, RECORDER  
RECORDED AT REQUEST OF  
LAWYERS TITLE OF LAS VEGAS, INC.  
APR 16 10 05 AM '81

FEE 7.00 DEPUTY  
OFFICIAL RECORDS  
BOOK INSTRUMENT

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If any suit or action is brought to collect any such charge, then there shall be added to the amount thereof costs of suit and reasonable attorney's fees to be fixed by the court and included in any judgment in any such suit or action.

7.10 Notice of Lien. No action shall be brought by the Association to foreclose said assessment lien or to proceed under the power of sale herein provided until thirty (30) days after the date a notice of claim of lien is deposited in the United States mail, certified or registered, postage prepaid, to the owner of said lot, and a copy thereof is recorded by the Association in the office of the County Recorder in which the properties are located; said notice of claim shall contain a sufficient legal description of any such lot, the record owner or reputed owner thereof, the amount claimed (which may at the Association's option include interest on the unpaid assessment at ten percent (10%) per annum, plus reasonable attorney's fees and expenses of collection in connection with the debt secured by said lien), and the name and address of the Association. Upon the timely curing of any default for which a notice of claim or lien was filed by the Association, any two of the officers thereof are hereby authorized to file or record, as the case may be, an appropriate release of such notice, upon payment by the defaulting owner of a reasonable fee, to be determined by the Association, to cover the costs of preparing and filing or recording such release.

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7.12 Mortgage Protection. No breach of the covenants, conditions or restrictions in this Declaration, nor the enforcement thereof or of any lien provision herein, shall defeat or render invalid the lien of any purchase money first mortgage or deed of trust made in good faith and for value. However, all of the covenants, conditions and restrictions in this Declaration shall be binding upon any owner whose title is derived through foreclosure or exercise of a power of sale, or otherwise.

7.13 Individual Assessment. Whenever under any provision of this Declaration, an owner shall be obligated to do any act or thing or to refrain from doing any act or thing, the Association



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shall be entitled, but shall not be obligated, to do any act or thing required of the owner, or to do anything necessary to rectify any action by an owner in violation of these covenants, conditions and restrictions, all on behalf of and at the cost and for the account of said owner, and in such event the Association may levy an individual special assessment against such owner to reimburse the Association for the cost thereof.

ARTICLE VIII  
GENERAL PROVISIONS

8.1 Enforcement. The Association, or any owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

8.2 Severability. Invalidity of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

8.3 Term and Amendment. The covenants and restrictions of this Declaration shall run with and bind the properties and shall inure to the benefit of and be enforceable by the Association, its legal representatives, successors and assigns, until December 1, 2001, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended by an instrument signed by not less than seventy-five (75%) percent of the lot owners. Any amendment must be recorded.

8.4 Mergers or Consolidations. Upon a merger, consolidation, reorganization, or association of the Association with another association, as provided by agreement or declaration, its properties, rights and obligations may be transferred to another surviving consolidated or reorganized association or, alternatively, the properties, rights and obligations of another association may be added to the properties, rights and obligations of the Association as a surviving consolidated or reorganized corporation. The surviving consolidated or reorganized association may administer the covenants and restrictions established by this Declaration, together with the covenants and restrictions established upon any other properties as one scheme.

8.5 Notices. Any notice permitted or required to be delivered as provided herein shall be in writing and may be delivered either personally or by mail. If delivery is made by mail, it shall be deemed to have been delivered forty-eight (48) hours after a copy of the same has been deposited in the United States mail with postage thereon fully prepaid and addressed to any person at the

## ORDER OF VACATION

2-1

A Petition, in writing, to vacate public rights-of-way dated April 21, 1977, signed by three abutting property owners within the area affected, having been filed with the Clerk of the Board of City Commissioners (hereinafter "Board"); petitioning for the vacation of certain real property, hereinafter described; said Petition having been, by order of the Board, referred to the City Planning Commission for its recommendation in the premises; and said Planning Commission having filed its report with the Board approving and recommending such vacation, subject to certain conditions;

And the Board, by order made at its regular meeting held on June 1, 1977, having set July 6, 1977, at the hour of 10:00 A.M., in the Commission Chambers of the City Hall, 400 East Stewart Avenue, Las Vegas, Nevada, as the time and place for a public hearing on said petition and recommendation, and due notice having been ordered as required by law;

And it appearing from the Affidavit of Carl D. Peterson filed with the Clerk of the Board, that notice was duly posted on the 6th day of June, 1977, in the manner prescribed by law;

And the Board, at their regular meeting held July 6, 1977, at the above stated place, having considered that Petition, and the recommendation of the City Planning Commission thereon, and this Board having heard evidence in support thereof and objections thereto, and it appearing to the Board the public or any person will not be materially injured by the proposed vacation and that said vacation would enure to the benefit of the public and Petitioners having complied with the Board's conditions precedent;

IT IS HEREBY ORDERED that the following described real property situated in the City of Las Vegas, County of Clark, State of Nevada and more particularly described as Albacore Drive, Dalmation Lane, Windjammer Way, and Driftwood Drive, all streets as shown on the Final Map of RANCHO BEL AIR Unit No. 1, Recorded in the Office of the County Recorder, Clark County, Nevada, as instrument No. 730913, Book 11, Page 44 of Plats, be and the same hereby is, vacated subject to the following conditions, covenants, reservations, or easements:

A. All easements or rights of way for utility purposes heretofore granted to or existing in Nevada Power Company, Central Telephone Company and Las Vegas Valley Water District within those areas designated "10" Utility Easement" on the Final Map of RANCHO BEL AIR - unit No. 1, instrument No. 730913, Book 11, Page 44 of Plats, shall continue and be unaffected by this vacation.

B. This vacation is of the public rights-of-way only and the private rights-of-way of each property owner in the RANCHO BEL AIR subdivision are unaffected by this vacation.

C. The existing Las Vegas Valley Water District distribution water mains and appurtenances, together with a perpetual easement and right of way, with full rights of ingress and egress thereto and therefrom, for the construction, operation, maintenance, repair, reconstruction and removal of such lines and appurtenances over, across and under the aforesaid streets and property subject to this vacation, shall continue and be unaffected by this vacation.

DATED this 6 day of July, 1977.

*Ron Lurie*

MAYOR PRO-TEM

Ron Lurie

BOOK 879

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ATTEST:

Edwina M. Cole  
EDWINA M. COLE, CITY CLERK

VAC-5-77

When Recorded Mail To:  
Howard A. Mull, Community  
Planning & Development,  
City Hall, 400 East Stewart  
Avenue, Las Vegas, Nevada  
89101

APPROVED AS TO FORM:

MIKE SLOAN  
CITY ATTORNEY

By Audrey A. Daines  
Audrey A. Daines

INST. NO. 838240  
OFFICIAL RECORD BOOK NO. 879  
RECORDED AT REQUEST OF  
CITY OF LAS VEGAS  
APR 27 4 12 PM '78  
CLARK COUNTY NEVADA  
JOAN L. SWIFT RECORDER  
FEE     DEPUTY



ORDERED 2/4/13

**EXHIBIT "A"**

**Legal Description of Annexed Lot**  
**and Conveyance of Portion of Private Street**

**PARCEL 1 (Annexed Lot):**

All of LOT 3 in BLOCK 2 of RANCHO BEL AIR UNIT NO. 1, as shown by Map thereof on file in Book 11 of Plats, Page 44, in the Office of the County Recorder of Clark County, Nevada,

TOGETHER WITH,

**PARCEL 2 (Portion of Private Street):**

That portion of vacated DRIFTWOOD that would attach to PARCEL 1 described above by Order of Vacation recorded April 27, 1978, Document No. 838240.

LV 125739-12 When recorded return to: Title Ins. & Tr. Co.

DECLARATION OF PROTECTIVE COVENANTS

THIS DECLARATION OF PROTECTIVE COVENANTS AND ARCHITECTURAL CONTROL, MADE THIS 19TH DAY OF MAY 1970 BY BEL AIR CIRCLE DEVELOPMENT, INC., A NEVADA CORPORATION.

WHEREAS, BEL AIR CIRCLE DEVELOPMENT, INC., A NEVADA CORPORATION, HEREIN REFERRED TO AS "OWNER", IS THE OWNER OF THAT CERTAIN PROPERTY SITUATED IN THE CITY OF LAS VEGAS, COUNTY OF CLARK, STATE OF NEVADA, DESCRIBED AS FOLLOWS:

LOTS 1 THRU 9 INCLUSIVE IN BLOCK 1; LOTS 1 THRU 9, 63 THRU 69 INCLUSIVE AND LOTS 40 AND 41 IN BLOCK 2; LOTS 1 THRU 5 INCLUSIVE IN BLOCK 3; AND LOT 1 IN BLOCK 4 ACCORDING IN THAT TRACT KNOWN AS RANCHO BEL AIR UNIT NO. 1 AS PER MAP RECORDED IN BOOK 11 OF PLATS, PAGE 44, IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA, RECORDED NOVEMBER 7, 1968

WHEREAS, OWNER IS ABOUT TO SELL AND CONVEY SOME OR ALL OF THE LOTS LOCATED WITHIN SAID RANCHO BEL AIR UNIT NO. 1 AND BEFORE SELLING OR CONVEYING AND OF SAID LOTS, DESIRES TO SUBJECT ALL OF SAID LOTS IN SAID RANCHO BEL AIR UNIT NO. 1 TO CERTAIN CONDITIONS AND RESTRICTIONS FOR THE PROTECTION AND BENEFIT OF OWNER AND ANY AND ALL FUTURE OWNERS OF SAID LOTS,

WITNESSETH, THAT THE SAID OWNER HEREBY CERTIFIES AND DECLARES THAT IT HAS ESTABLISHED AND DOES HEREBY ESTABLISH THE GENERAL PLAN FOR THE PROTECTION AND BENEFIT OF ALL OF SAID REAL PROPERTY, AND HAS FIXED AND DOES HEREBY FIX THE FOLLOWING PROTECTIVE CONDITIONS AND RESTRICTIONS UPON AND SUBJECT TO WHICH EACH AND ALL OF THE LOTS IN SAID PROPERTY SHALL BE HERE-  
AFTER HELD, USED, OCCUPIED, LEASED, SOLD AND/OR CONVEYED.

(1) RESIDENTIAL PURPOSES ONLY. THAT SAID LOTS SHALL BE USED FOR RESIDENTIAL PURPOSES ONLY AND THAT NO BUILDING OR BUILDINGS SHALL BE ERECTED, CONSTRUCTED, ALTERED OR MAINTAINED ON ANY OF THE SAID LOTS OTHER THAN DETACHED SINGLE FAMILY DWELLINGS, TOGETHER WITH CUSTOMARY OUTBUILDINGS AS PERMITTED FROM TIME TO TIME BY CITY ZONING ORDINANCES.

(2) ARCHITECTURAL COMMITTEE. THERE SHALL BE AN ARCHITECTURAL COMMITTEE CONSISTING OF THREE (3) PERSONS TO BE APPOINTED BY THE OWNER. EACH OF SAID PERSONS SO APPOINTED SHALL BE SUBJECT TO REMOVAL AT THE DIRECTION OF THE OWNER AT ANY TIME AND FROM TIME TO TIME, AND ALL VACANCIES ON SAID COMMITTEE SHALL BE FILLED BY APPOINTMENT OF THE OWNER. IN THE EVENT OF DEATH OR RESIGNATION OF ANY MEMBER OF SAID COMMITTEE, THE REMAINING

MEMBER, OR MEMBERS SHALL HAVE FULL AUTHORITY TO APPROVE OR DISAPPROVE SUCH DESIGNS AND LOCATION, OR TO DESIGNATE A REPRESENTATIVE WITH LIKE AUTHORITY, IN THE EVENT SAID COMMITTEE OR ITS DESIGNATED REPRESENTATIVE, FAILS TO APPROVE OR DISAPPROVE SUCH DESIGN AND LOCATION WITHIN THIRTY (30) DAYS AFTER SAID PLANS AND SPECIFICATIONS HAVE BEEN SUBMITTED TO IT, OR IN ANY EVENT, IF NO SUIT TO ENJOIN THE ERECTION OF SUCH BUILDING, OR THE MAKING OF SUCH ALTERATIONS HAS BEEN COMMENCED PRIOR TO THE COMPLETION THEREOF, SUCH APPROVAL WILL NOT BE REQUIRED AND THIS COVENANT WILL BE DEEMED TO HAVE BEEN FULLY COMPLIED WITH. NEITHER THE MEMBERS OF SUCH COMMITTEE NOR ITS DESIGNATED REPRESENTATIVE, SHALL BE ENTITLED TO ANY COMPENSATION FOR SERVICES PERFORMED PURSUANT TO THIS COVENANT. AFTER FOUR YEARS HAVE EXPIRED FROM THE DATE HEREOF, OR AFTER NINETY (90) PER CENT OF THE ENTIRE DEVELOPMENT OR SUBDIVISION IN RANCHO BEL AIR UNIT NO. 1 HAVE BEEN SOLD, WHICHEVER EVENT SHALL FIRST OCCUR, THE OWNERS OF A MAJORITY IN NUMBER OR SAID REAL PROPERTY SHALL HAVE THE RIGHT BY WRITTEN DOCUMENT, TO APPOINT THE MEMBERS OF SAID ARCHITECTURAL COMMITTEE, TO REMOVE ANY MEMBER OF SAID ARCHITECTURAL COMMITTEE AT ANY TIME AND FROM TIME TO TIME AND TO FILL ANY VACANCIES THEREIN.

(3) NEW BUILDING ONLY. THAT NO BUILDING OF ANY KIND SHALL BE MOVED FROM ANY OTHER PLACE ONTO ANY OF SAID LOTS, OR FROM ONE LOT TO ANOTHER LOT, WITHOUT THE PRIOR WRITTEN PERMISSION OF THE ARCHITECTURAL COMMITTEE.

(4) HEIGHT LIMIT OF DWELLINGS. THAT NO DWELLING WITHOUT THE WRITTEN APPROVAL OF THE ARCHITECTURAL COMMITTEE SHALL BE MORE THAN TWO STORIES IN HEIGHT.

(5) MINIMUM FLOOR AREA OF DWELLINGS. THAT THE FLOOR SQUARE FOOT AREA, EXCLUSIVE OF PORCHES, PATIOS, EXTERIOR STAIRWAYS AND GARAGES, OF ANY BUILDING SHALL NOT BE LESS THAN TWO THOUSAND (2,000) SQUARE FEET.

(6) BALCONIES AND DECKS. NO BALCONY OR DECK SHALL BE HIGHER ABOVE THE GROUND THAN THE SECOND FLOOR LEVEL EXCEPT ON WRITTEN APPROVAL OF THE ARCHITECTURAL COMMITTEE.

(7) EASEMENTS. EASEMENTS ARE RESERVED AS SHOWN ON THE RECORDED PLAN, FOR UTILITY INSTALLATION AND MAINTAINANCE.

(8) GARAGE OR CARPORT. NO GARAGE OR CARPORT SHALL BE ERECTED WITHOUT THE PRIOR WRITTEN APPROVAL OF THE ARCHITECTURAL COMMITTEE.

(9) FENCES. NO FENCES SHALL BE ERECTED OR PERMITTED TO REMAIN BETWEEN THE STREET AND FRONT SETBACK LINE; NOR SHALL ANY HEDGE THEREIN BE PERMITTED TO EXCEED THE HEIGHT OF THREE (3) FEET. NO FENCE SHALL BE ERECTED WITHOUT THE PRIOR WRITTEN APPROVAL OF THE ARCHITECTURAL COMMITTEE.

(10) PLANS AND SPECIFICATIONS, ETC. THAT NO BUILDING OR OTHER STRUCTURE OR IMPROVEMENT SHALL BE COMMENCED UPON ANY OF SAID LOTS UNTIL THE LOCATION AND THE COMPLETE PLANS AND SPECIFICATIONS, FENCE AND/OR WALL TO BE ERECTED UPON THE LOT

HAVE BEEN APPROVED IN WRITING BY THE ARCHITECTURAL COMMITTEE, AND NO BUILDING SHALL BE LOCATED ON ANY LOT NEARER THAN THE SET-BACK LINE AS SHOWN ON THE RECORDED PLAT. PROVIDED, HOWEVER, THAT IN THE EVENT THE ARCHITECTURAL COMMITTEE FAILS TO APPROVE OR DISAPPROVE SUCH LOCATION, PLANS AND SPECIFICATIONS WITHIN SIXTY (60) DAYS AFTER THE SUBMISSION THEREOF TO IT, THEN SUCH APPROVAL WILL NOT BE REQUIRED, PROVIDED ANY BUILDING SO TO BE ERECTED CONFORMS TO ALL OTHER CONDITIONS AND RESTRICTIONS HEREIN CONTAINED AND IS IN HARMONY WITH SIMILAR STRUCTURES, ERECTED WITHIN RANCHO BELL AIR UNIT NO. 1.

(11) NO SECOND-HAND MATERIALS, PAINTING REQUIRED. THAT NO SECOND-HAND MATERIAL SHALL BE USED IN THE CONSTRUCTION OF ANY BUILDING OR OTHER STRUCTURE WITHOUT THE PRIOR WRITTEN APPROVAL OF THE ARCHITECTURAL COMMITTEE, AND ALL BUILDINGS AND FENCES WHICH ARE OF FRAME CONSTRUCTION SHALL BE PAINTED OR STAINED WITH AT LEAST TWO COATS UPON COMPLETION. EXCEPTION TO THIS MAY BE GIVEN BY THE ARCHITECTURAL COMMITTEE BY WRITTEN APPROVAL.

(12) LOT MAINTENANCE. EACH INDIVIDUAL LOT OWNER WILL KEEP, MAINTAIN, WATER, PLANT AND REPLANT SO AS TO PREVENT EROSION AND TO PRESENT AN ATTRACTIVE APPEARANCE. THE ARCHITECTURAL COMMITTEE SHALL BE THE SOLE JUDGE IN DETERMINING COMPLIANCE WITH THE PROVISIONS OF THIS PARAGRAPH AND EACH INDIVIDUAL LOT OWNER WILL PROMPTLY PERFORM OR CONFORM TO ALL DIRECTIVES ISSUED BY THE ARCHITECTURAL COMMITTEE FOR COMPLIANCE WITH THE PROVISIONS OF THIS PARAGRAPH.

(13) EXTERIOR ALTERATIONS. THAT NO ALTERATION SHALL BE MADE IN THE EXTERIOR DESIGN OR COLOR OF ANY STRUCTURE UNLESS SUCH ALTERATIONS, INCLUDING ANY ADDITION, SHALL HAVE FIRST BEEN APPROVED IN WRITING BY THE ARCHITECTURAL COMMITTEE. MATERIALS TO BE USED MUST HARMONIZE COMPLEMENT AND BE OF SIMILAR MATERIALS USED IN THE CONSTRUCTIONS OF EXISTING DWELLINGS. WHERE HIGHER FENCES OR HEDGES ARE ALLOWED, REVIEW BY THE ARCHITECTURAL COMMITTEE, IN RELATION TO NORMAL ENJOYMENT OF VIEW BY OTHER LOT OWNERS SHALL BE REQUIRED.

(14) MAIL BOXES. THE INSTALLATION OF MAIL BOXES DETACHED FROM THE RESIDENCE STRUCTURES SHALL BE SUBJECT TO PRIOR ARCHITECTURAL COMMITTEE APPROVAL.

(15) DRYING YARDS. THAT DRYING YARDS SHALL BE SCREENED FROM EXTERIOR VIEW BY FENCE, HEDGE OR SHRUBBERY.

(16) NO TENTS, SHACKS, ETC. THAT NO TENT, SHACK, TRAILER, BASEMENT, GARAGE, OR OUTBUILDING SHALL AT ANY TIME BE USED ON ANY LOT AS A RESIDENCE EITHER TEMPORARILY OR PERMANENTLY; NOR SHALL ANY RESIDENCE OF A TEMPORARY CHARACTER BE CONSTRUCTED, PLACED OR ERECTED ON ANY LOT. NO TRUCK, CAMPER, TRAILER, BOAT OF ANY KIND, OR OTHER SINGLE OR MULTI-PURPOSE ENGINE POWERED VEHICLE OTHER THAN A STANDARD AUTOMOBILE SHALL BE PARKED IN PUBLIC VIEW OF ANY LOT EXCEPT TEMPORARILY AND SOLELY FOR THE PURPOSE OF LOADING OR UNLOADING.

(17) NO SIGNS. THAT NO SIGN OTHER THAN ONE SIGN OF CUSTOMARY AND REASONABLE DIMENSIONS ADVERTISING A LOT AND/OR RESIDENCE FOR SALE SHALL BE ERECTED, POSTED, PASTED, PAINTED OR DISPLAYED UPON ANY OF SAID LOTS OR UPON ANY BUILDING OR OTHER STRUCTURES THEREON, WITHOUT THE PRIOR WRITTEN PERMISSION OF THE ARCHITECTURAL COMMITTEE.

(18) NO WELLS. THAT NO WELL FOR THE PRODUCTION OF, OR FROM WHICH THERE IS PRODUCED WATER, OIL OR GAS, SHALL BE OPERATED UPON ANY LOT; NOR SHALL ANY MACHINERY, APPLIANCE OR STRUCTURE BE PLACED, OPERATED OR OTHER STRUCTURE THEREON, WITHOUT THE PRIOR WRITTEN PERMISSION OF THE ARCHITECTURAL COMMITTEE.

(19) NO FARM ANIMALS, ETC. THAT NO TURKEYS, GEESE, CHICKENS, DUCKS, PIGEONS OR FOWLS OF ANY KIND, OR GOATS, RABBITS, HORSES, OR ANIMALS USUALLY TERMED "FARM ANIMALS," SHALL BE KEPT OR ALLOWED TO BE KEPT ON ANY OF SAID LOTS.

(20) NO RAISING OF DOGS AND CATS, ETC. THAT NO COMMERCIAL DOG RAISING OR CAT RAISING OR ANY KIND OF COMMERCIAL BUSINESS SHALL BE USED FOR THE PURPOSE OF VENDING LIQUORS OR BEVERAGES OF ANY KIND; AND NOTHING SHALL BE DONE UPON ANY LOT WHICH MAY BECOME AN ANNOYANCE OR NUISANCE TO THE NEIGHBORHOOD.

(21) EXTENSION OF DECLARATION OF PROTECTIVE COVENANTS. EACH AND ALL OF THE FOREGOING CONDITIONS AND RESTRICTIONS SHALL TERMINATE JANUARY 2, 1995, UNLESS THE OWNERS OF A MAJORITY OF SAID LOTS HAVE EXECUTED AND RECORDED AT ANY TIME WITHIN SIX MONTHS PRIOR TO JANUARY 2, 1995, IN THE MANNER REQUIRED FOR A CONVEYANCE OF REAL PROPERTY, A WRITING IN WHICH THEY AGREE THAT CONDITIONS AND RESTRICTIONS SHALL CONTINUE FOR A FURTHER SPECIFIED PERIOD AND PROVIDING THEREIN A SIMILAR PROVISION FOR THE FURTHER EXTENSION OF SAID RESTRICTIONS AND CONDITIONS, AND SAID MAJORITY MAY IN SAID AGREEMENT PROVIDE THAT SAID CONDITIONS AND RESTRICTIONS OR SOME OF THEM, SHALL NO LONGER APPLY TO CERTAIN LOTS; PROVIDED, ALSO, THAT THE ABOVE AND FOREGOING CONDITIONS AND RESTRICTIONS MAY BE MODIFIED AT THE TIME AND IN THE SAME MANNER HEREINABOVE PROVIDED FOR THE EXTENSIONS OF SAID CONDITIONS AND RESTRICTIONS.

(22) NOTICE OF CLAIM OF BREACH. THAT THE OWNER, OR THE ARCHITECTURAL COMMITTEE MAY AT ANY TIME THAT IT OR THE ARCHITECTURAL COMMITTEE DEEMS A BREACH OF THESE CONDITIONS AND RESTRICTIONS HAS OCCURRED, EXECUTED, ACKNOWLEDGE AND RECORD IN THE RECORDER'S OFFICE OF CLARK COUNTY, A NOTICE OF CLAIM OF BREACH SETTING FORTH THE FACTS OF SUCH BREACH DESCRIBING THE LOT OR LOTS UPON WHICH SUCH BREACH AND SETTING FORTH THE NAME OF THE OWNER OR OWNERS THEREOF. SUCH NOTICES UPON BEING RECORDED, SHALL BE NOTICE TO ALL PERSONS OF SUCH BREACH, PROVIDED AN ACTION HAS BEEN COMMENCED WITHIN SIXTY (60) DAY PERIOD, THEN AND IN THAT EVENT SUCH NOTICES SHALL BE OF NO FORCE AND EFFECT WHATSOEVER AND THE BREACH SET FORTH IN SAID NOTICE SHALL BE PRESUMED TO HAVE BEEN REMEDIED.

PROVIDED THAT A BREACH OF ANY OF THE FOREGOING CONDITIONS AND RESTRICTIONS SHALL NOT AFFECT, IMPAIR, DEFEAT OR RENDER INVALID THE LIEN, CHARGE OR ENCUMBRANCE OF ANY MORTGAGE OR TRUST DEED MADE FOR VALUE WHICH MAY THEN EXIST UPON SAID LAND, WHICH SAID MORTGAGE OR TRUST DEED SHALL BE AND IS HEREBY DECLARED TO BE PRIOR AND SUPERIOR TO THE RIGHTS IN FAVOR OF ANY PERSON OR

PERSONS UNDER AND BY VIRTUE OF THESE CONDITIONS AND RESTRICTIONS, PROVIDED, HOWEVER, THAT IN THE EVENT OF A FORECLOSURE OF ANY SUCH TRUST DEED OR MORTGAGE ACQUIRES TITLE TO SAID LAND IN ANY MANNER WHATSOEVER IN SATISFACTION OF HIS INDEBTEDNESS; THEN ANY PURCHASER AT THE FORECLOSURE OF TRUSTEE'S SALE, OR ANY SAID NOTE OWNER ACQUIRING TITLE AS AFORESAID AGREES THAT SAID PROPERTY SO ACQUIRED BY THEM SHALL IMMEDIATELY UPON SAID ACQUISITION BECOME SUBJECT TO EACH AND ALL OF THE CONDITIONS AND RESTRICTIONS AND RIGHTS HEREIN CONTAINED, BUT FREE FROM THE EFFECTS OF ANY BREACH OCCURRING PRIOR THERETO.

(23) NO SUBDIVISION OF LOTS. NO RESIDENTIAL LOT OR LOTS SHALL BE RE-SUBDIVIDED INTO BUILDING SITES HAVING A FRONTAGE OF LESS THAN EIGHTY FEET OR NOT LESS THAN SHOWN ON THE ORIGINAL RECORDED MAP FILED FOR RECORD.

(24) INVALIDITY OF ANY PROVISION. THAT IN THE EVENT ANY CONDITION OR RESTRICTIONS HEREIN CONTAINED BY INVALID, OR HELD INVALID OR VOID BY ANY COURT OF COMPETENT JURISDICTION, SUCH INVALIDITY OR NULLITY SHALL IN NO WAY AFFECT ANY OTHER CONDITION OR RESTRICTIONS.

(25) NO WAIVER. THAT A WAIVER OF A BREACH OF ANY OF THE FOREGOING CONDITIONS AND RESTRICTIONS SHALL NOT BE CONSTRUED AS A WAIVER OF ANY SUCCEEDING BREACH OR VIOLATION OR OF ANY OTHER CONDITION OR RESTRICTIONS.

(26) ENFORCEMENT. ENFORCEMENT SHALL BE BY PROCEEDING AT LAW OR IN EQUITY AGAINST ANY PERSON OR PERSONS VIOLATING OR ATTEMPTING TO VIOLATE ANY COVENANT EITHER TO RESTRAIN VIOLATION OR TO RECOVER DAMAGES.

(27) LEGAL ACTION IN THE EVENT OF BREACH. AS TO THE OWNER AND THE OWNER OR OWNERS OF ANY OF SAID LOT OR LOTS, INCLUDING ANY BONA FIDE PURCHASER UNDER CONTRACT, THE FOREGOING CONDITIONS AND RESTRICTIONS SHALL OPERATE AS COVENANTS RUNNING WITH THE LAND AND A BREACH OF ANY OF THEM, OR A CONTINUANCE OF ANY SUCH BREACH MAY BE ENJOINED, ABATED OR REMIDIED BY APPROPRIATE PROCEEDINGS BY OWNER OR THE OWNER OR OWNERS OF ANY LOT OR LOTS IN RANCHO BEL AIR UNIT NO. 1, THEIR SUCCESSORS OR ASSIGNS OR BY ARCHITECTURAL COMMITTEE.

(28) AMENDMENTS. THESE RESTRICTIONS MAY BE AMENDED AT ANY TIME AND FROM TIME TO TIME BY AN INSTRUMENT IN WRITING SIGNED BY THE OWNER AND/OR OWNERS OF SEVENTY-FIVE (75) PER CENT OR MORE OF SAID LOTS WHICH SAID WRITTEN INSTRUMENT SHALL BECOME EFFECTIVE UPON THE RECORDING OF THE SAME IN THE RECORDER'S OFFICE OF THE COUNTY OF CLARK, NEVADA.

(29) INTERPRETATION OF RESTRICTIONS. ALL QUESTIONS OF INTERPRETATION OR CONSTRUCTION OF ANY OF THE TERMS OR CONDITIONS HEREIN SHALL BE RESOLVED BY THE ARCHITECTURAL COMMITTEE, AND ITS DECISION SHALL BE FINAL, BINDING AND CONCLUSIVE ON ALL OF THE PARTIES AFFECTED.

(30) FAILURE TO COMPLY WITH ORDER OF ARCHITECTURAL COMMITTEE. IN THE EVENT OF THE FAILURE OF ANY INDIVIDUAL LOT OWNER TO COMPLY WITH A WRITTEN DIRECTIVE OR ORDER FROM THE ARCHITECTURAL COMMITTEE, THEN IN SUCH EVENT, THE ARCHITECTURAL COMMITTEE SHALL HAVE THE

RIGHT AND AUTHORITY TO PERFORM THE SUBJECT MATTER OF SUCH DIRECTIVE OR ORDER AND THE COST OF SUCH PERFORMANCE SHALL BE CHARGED TO THE OWNER OF THE LOT IN QUESTION AND MAY BE RECOVERED BY THE ARCHITECTURAL COMMITTEE IN AN ACTION AT LAW AGAINST SUCH INDIVIDUAL LOT OWNER.

IN WITNESS WHEREOF, SAID CORPORATION HAS CAUSED ITS CORPORATE NAME AND SEAL TO BE AFFIXED HERETO AND THIS INSTRUMENT DULY AUTHORIZED THIS 19TH DAY OF MAY, 1970.

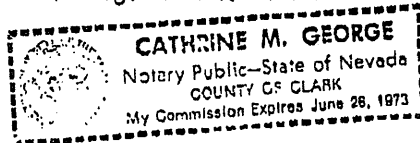
BEL AIR CIRCLE DEVELOPMENT, INC.

By:

Curtis P. Summers  
Curtis P. Summers, President

STATE OF NEVADA ) ss.  
COUNTY OF CLARK)

On July 15, 1970 personally appeared before me, a Notary Public, Curtis P. Summers, who acknowledged that he executed the above instrument.



Esther M. Sings  
(Notary Public)

INST. NO. 37838  
OFFICIAL RECORD BOOK NO. 48  
RECORDED AT REQUEST OF

Title Insurance and Trust Company

JUL 15 2 58 PM '70

CLARK COUNTY, NEVADA  
PAULE HORN, RECORDER  
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DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS

OF

RANCHO BEL AIR UNIT 2

Re-recorded to add Exhibit "B"

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7-15/00-41



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## ARTICLE

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DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS

OF

RANCHO BEL AIR UNIT 2

THIS DECLARATION made this 1st day of AUGUST, 1978,  
by RANCHO BEL AIR PARTNERSHIP, a Nevada partnership, and the under-  
signed lot owners, hereinafter collectively called "Declarant".

PREAMBLE

A. Declarant is the owner of real property described in  
Article II of this Declaration and desires to create thereon a  
residential community with private streets, common areas and facili-  
ties for the benefit of said community; and

B. Declarant desires to provide for the preservation of the  
values and amenities in said community and for the maintenance of  
the private streets, other common areas and facilities and to this  
end, desires to ultimately subject the properties described in  
Article II, together with such additions as may hereafter be made  
thereto, (as provided in Article II) to the covenants, restrictions,  
easements, charges and liens, hereinafter set forth, each and all  
of which is and are for the benefit of said property and each owner  
thereof; and

C. Declarant has deemed it advisable, for the efficient  
preservation of the values and amenities of said community to form  
an association to which should be delegated the powers of maintaining  
and administering the common properties and facilities and adminis-  
tering and enforcing the covenants and restrictions and collecting  
and disbursing the assessments and charges hereinafter created; and

D. Declarant has or will incorporate under the laws of the  
State of Nevada, a non-profit Homeowners Association for the purpose  
of exercising the above functions aforesaid; and

E. Declarant hereby declares that all of the property des-  
cribed as Rancho Bel Air Unit 2 in Article II hereof, and such  
additions thereto, as may hereafter be brought within the terms of  
this declaration, shall be held, occupied, sold and conveyed subject  
to the following easements, restrictions, covenants and conditions,  
which are for the purpose of protecting the value and desirability  
of, and which shall run with, the real property and be binding on  
all parties having any right, title or interest in the described  
properties or any part thereof, their heirs, successors and assigns.

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and shall inure to the benefit of each owner thereof.

ARTICLE I  
DEFINITIONS

1.1 Association shall mean and refer to the non-profit Home-owners Association created for the purpose of exercising the functions of this Declaration.

1.2 Owner shall mean (a) Declarant, or (b) any person or persons being either (i) the grantee or grantees, as the case may be, of the fee simple estate by conveyance in a lot and their successors and assigns; or (ii) the purchasers, under any executory contract of sale, in a lot within Rancho Bel Air Unit 2. Unless the context otherwise requires, the term "owner" shall include the family, invitees, licensees and lessees of any owner, but shall not include those having such interest merely as security for the performance of any obligation.

1.3 Properties shall mean and refer to that certain real property described in Article II and such additions thereto as hereafter may be annexed and made subject to this Declaration and the jurisdiction of the Association pursuant to Article II hereof.

1.4 Phase I shall mean and refer to that certain real property described on Exhibit "A" and referred to in Article II hereof.

1.5 Common Area shall mean and refer to streets, parkways, medians, planting areas, entrance and guardhouse areas, and such other areas of land as appears on the property described as "existing property" in Article II and such other additions thereto as may hereafter be brought within the terms of this Declaration.

1.6 Lot shall mean and refer to any plot of land shown upon any recorded subdivision map of the properties with the exception of the common area.

1.7 Declarant shall mean and refer to RANCHO BEL AIR PARTNERSHIP, a Nevada partnership, composed of B.J.A. DEVELOPMENT CORPORATION OF NEVADA and RANCHO BEL AIR DEVELOPMENT PARTNERSHIP, and the undersigned lot owners, their successors and assigns, if such successors or assigns should acquire more than one (1) undeveloped lot from declarant for the purpose of development.

1.8 Member shall mean and refer to every person or entity who holds membership in the Association.

1.9 Wherever the words "deed of trust" are used herein, they shall mean and be synonymous with the word "mortgage", and the same shall be used interchangeably with the same meaning, and likewise.



the word "beneficiary" shall be synonymous with the word "mortgagee" and the word "trustor" shall be synonymous with the word "mortgagor".

1.10 Single-Family Residence shall mean and refer to any single-family residential dwelling located on a lot and designed and intended for use and occupation by not more than one family.

1.11 Supplemental Declaration shall mean any declaration of covenants, conditions and restrictions which may be recorded by Declarant pursuant to Article II hereof.

1.12 Architectural Committee shall mean the committee created pursuant to Article V hereof, and the terms "architectural committee" and "architectural control committee" may be used interchangeably herein.

## ARTICLE II

### PROPERTY SUBJECT TO THIS DECLARATION AND ADDITIONS THERETO

2.1 Phase I. The real property which is, and shall be held, transferred, sold, conveyed and occupied subject to this Declaration is located in the County of Clark, State of Nevada, and is more particularly described as Amended Rancho Bal Air Unit 2, as shown by map thereof on file in Book 21 of Plats, Page 36, Clark County, Nevada Recorder, all of which property shall hereafter be referred to as Phase I.

2.2 Additions to Phase I. Additional real property may be annexed to Phase I and become subject to this Declaration by any of the methods set forth hereinafter.

2.3 Additions by Declarant. If Declarant shall develop or cause to be developed additional real property within the area described in Exhibit "B" attached hereto and incorporated herein by this reference, Declarant shall have the right to annex such additional real property to Phase I and to bring such real property within the general plan and scheme of this Declaration without the approval of the Association, its board of directors or members, provided, however, that said right of Declarant shall terminate on January 1, 1989.

2.4 Other Additions. In addition to the provision for annexation specified in Section 2.3 above, additional real property may be annexed to Phase I and brought within the general plan and scheme of this Declaration upon the approval by vote or written consent of members entitled to exercise not less than two-thirds (2/3) of the voting powers of each class of membership of the association. Upon obtaining the requisite approval pursuant to this Section 2.4, the owner of any real property who desires to annex it to Phase I and add it to the general plan and scheme of this Declaration and subject it to the jurisdiction of the Association shall file of

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record a supplemental declaration as more particularly described in Section 2.5 below.

2.5 Supplemental Declaration. The additions authorized under Sections 2.3 and 2.4 hereof shall be made by filing of record a supplemental declaration, or other similar instrument, with respect to the additional real property which shall be executed by Declarant or the owner thereof shall extend the general plan and scheme of this Declaration to such real property. The filing of record of said supplemental declaration shall constitute and effectuate the annexation of the additional real property described therein, and thereupon said real property shall become and constitute a part of Rancho Bel Air Unit 2, become subject to this declaration and encompassed within the general plan and scheme of the covenants, conditions and restrictions contained herein, and become subject to assessment by the Association and to the functions, powers and jurisdiction of the Association, and the owners of lots in said real property shall automatically become members of the Association.

Such supplemental declaration may contain such additions and modifications of the covenants, conditions and restrictions contained in this Declaration as may be necessary to reflect the different character, if any, of the added real property, or as Declarant may deem appropriate in the development of such real property, and as are not inconsistent with the general plan and scheme of this Declaration. In no event, however, shall such supplemental declaration revoke, modify or add to the covenants, conditions and restrictions established by this Declaration as the same pertain to Phase I, except as hereinafter may be provided.

2.6 Conveyance of Common Area. Declarant covenants that it will convey title to the common area to the Association prior to or concurrently with the conveyance of the first lot to a purchaser from the Declarant. This provision shall apply to each property annexed and made subject to this Declaration, whether by staged development or future annexations.

#### ARTICLE III

#### USE RESTRICTIONS

In addition to all other covenants contained herein, the use of the properties and each lot therein is subject to the following:

3.1 None of the lots shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any such lot other than a single family residence. Nothing in this declaration shall prevent an owner from leasing his



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residence. However, all leases shall have a term of not less than six months, leases shall be in writing and any tenant shall abide by and be subject to all provisions of this Declaration.

3.2. Side and rear walls shall not exceed six (6) feet in height from zero grade level unless approved in writing by the Architectural Committee pursuant to Article V. Front walls, from front set back line shall not exceed three (3) feet in height from zero grade level unless approved in writing by the Architectural Committee pursuant to Article V.

3.3. No lot shall ever be used or caused to be used or allowed or authorized in any way, directly or indirectly, for any business, commercial, manufacturing, mercantile, storing, vending or other such non-residential purposes, except Declarant may use any lot owned by it for a model home site, and display and sales office.

3.4. No sign or billboard of any kind shall be displayed to the public view on any portion of the properties, or any lot, except one (1) 18" x 24" sign for each lot, advertising such lot for sale or rent, except for signs, billboards and other advertising devices or structures used by Declarants in connection with the development, subdivision, advertisement and sale of the properties and the lots.

3.5. No noxious or offensive activity shall be carried on upon any lot or any part of the properties, nor shall anything be done thereon which may be, or may become a nuisance to the neighborhood, or which shall in any way interfere with the quiet enjoyment of each of the owners of his respective dwelling unit, or which shall in any way increase the rate of insurance.

3.6. No animals, fowl, reptiles or poultry shall be kept within a lot, except that domestic dogs, cats, birds and fish may be kept; however the same shall not be bred or raised thereon for commercial purposes or in unreasonable quantities. All animals must be kept on a leash if allowed off an owner's lot.

3.7. No oil drilling, oil development operations, oil refining, quarrying, or mining operations of any kind, shall be permitted upon or in the properties, nor shall oil wells, tanks, tunnels or mineral excavations or shafts be permitted upon or in the surface of the properties. No derrick or other structure designed for use in boring for water, oil or natural gas shall be erected, maintained or permitted upon the properties.

3.8. All clotheslines and storage areas shall be prohibited upon the properties, unless obscured from view of adjoining lots and streets by a wall or appropriate screen approved by the Architectural Control Committee. Air conditioning units whether roof mounted or ground level shall be concealed so as not to be visible from adjoining lots.

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3.9 Aluminum foil, milar, mirrors or other similar material shall not be used to cover windows, nor shall reflective windows be installed unless approved, in writing, by the Architectural Committee.

3.10 No structure of a temporary character, whether a mobile home, house trailer, pasement, tent, shack, garage, barn or other out-building shall be kept, stored or used on the properties at any time as a residence, either temporarily or permanently. Trailers, boats or similar vehicles may be stored or parked on a lot, provided it is within an enclosed garage or carport or screened area. This restriction shall not apply to sales and construction trailers used by Declarants or their agents during the construction and sales period of lots within the properties. No vehicle of any kind may be repaired or serviced on any lot unless said vehicle is screened or concealed. The commercial repair or servicing of vehicles is expressly prohibited.

3.11 No radio or television receiving or transmitting antennae or external apparatus shall be installed on the properties, where they may be visible from the adjoining lots or streets.

3.12 Unless otherwise approved, in writing by the Architectural Committee, no building shall be erected or located on any lot nearer than thirty (30) feet from the front curb line (back of face of curb) of the property; side set back shall be ten (10) feet from property lines, except where side yards abut street rights of ways, the set back shall be fifteen (15) feet; rear lot lines shall be as permitted by the ordinances and regulations of the City of Las Vegas. Free standing garages shall not be erected closer than five (5) feet to the rear or side property line. For purposes of this Section 3.12, eaves, steps and open patios shall not be considered as a part of a building.

3.13 No parking stalls, carports or garages situated on any lot shall be converted to any other use unless consented to in writing by the Architectural Control Committee.

3.14 No lumber, metals, bulk materials, refuse or trash shall be kept, stored or allowed to accumulate on any lot, except building materials during the course of any approved construction. If trash or other refuse is to be disposed of by being picked up, containers may be placed in the open for not more than twelve (12) hours before the pick up is to be made. After pick up or disposal, containers shall be removed from public view within twelve (12) hours.

3.15 All buildings erected or constructed on any lot shall conform to the ordinances and statutes pertaining thereto.

3.16 No residence containing less than 2,500 square feet of livable floor area shall be erected or permitted and no multi-level dwellings shall contain less than a 2,000 square foot ground floor.



Such floor area shall be exclusive of attached garage and open entries, porches, patio or basement. The 2,500 square feet minimum required floor area shall be deemed to include the total livable enclosed floor area of the residence.

3.17. Easements for installation and maintenance of the utilities, sewer pipelines and facilities and drainage facilities over and in the properties, and all pipelines and other facilities located and to be located in said easements (together with the right of egress and ingress in connection therewith) are reserved as shown on the recorded map of the properties.

3.18. During reasonable hours and after reasonable notice, any agent of Declarant, so long as it is an owner of at least twenty-five (25%) percent of the lots, or the Association, shall have the right to enter upon and inspect lots for the purpose of ascertaining whether or not the provisions of this Declaration are being complied with and shall not be deemed guilty of trespass by reason thereof.

3.19. Breach of any of the covenants in this Article III shall not defeat or render invalid the lien of any mortgage or deed of trust made in good faith and for value as to said lots or property, or any part thereof, but such provisions, restrictions or covenants shall be binding and effective against any owner of said property whose title thereto is acquired by foreclosure, trustee's sale or otherwise.

3.20. Except as they are installed by the Declarant in the initial construction of the homes and improvements thereto, no additions, remodeling, fences or walls shall be commenced or erected without prior written approval of the Architectural Committee as set forth in Article V of this Declaration.

#### ARTICLE IV

##### HOMEOWNERS ASSOCIATION

4.1 Organization: The Association shall be a nonprofit Nevada corporation charged with the duties and invested with the powers prescribed by law and set forth in the articles, by-laws and this Declaration. Neither the articles nor by-laws shall, for any reason, be amended or otherwise changed or interpreted so as to be inconsistent with this Declaration.

4.2 Membership. Every owner of a lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any lot which is subject to assessment.

(a) Voting: The Association shall have two (2) classes of voting membership:

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Class A: Class A members shall be all owners with the exception of the Declarant and shall be entitled to one vote for each lot owned. When more than one (1) person holds an interest in any lot, all such persons shall be members. The vote for such lot shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any lot. No fractional votes may be cast.

Class B: The Class B member(s) shall be the Declarant and shall be entitled to three (3) votes for each lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of any of the following events, whichever occurs earlier:

(1) When the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership.

(2) On January 1, 1985.

(b) Joint Owner Disputes. The vote for each such lot shall, if at all, be cast as a single vote, and fractional votes shall not be allowed. In the event that joint owners are unable to agree among themselves as to how their vote or votes shall be cast, they shall lose their right to vote on the matter in question. If any owner casts a vote representing a certain lot, it will thereafter be conclusively presumed for all purposes that he or they were acting with the authority and consent of all other owners of the same lot.

4.3 Meetings. Not later than the earlier of (1) forty-five (45) days after the closing of the sale of the lot which represents the fifty-first (51%) percentile interest authorized for sale under the first public report for Rancho Bel Air Unit 2; or (2) six (6) months after the sale of the first lot in Rancho Bel Air Unit 2, a special meeting shall be held at which members of the board of the Association shall be elected by a vote of the then members of the Association. The presence at any meeting, in person or by proxy, of the members entitled to vote at least fifty (50%) percent of the total votes shall constitute a quorum. If any meeting cannot be held because a quorum is not present, the members present, either in person or by proxy, may, as otherwise provided by law, adjourn the meeting to a time not less than five (5) days nor more than thirty (30) days from the time the original meeting was called, at which meeting the quorum requirement shall be the members entitled to vote at least twenty-five (25%) percent of the total votes.

The president of the Association (or any vice president in his absence) shall act as chairman of all meetings of the members and



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the secretary of the Association (or an assistant secretary thereof in his absence) shall act as secretary of all such meetings.

At each annual meeting, the board shall present a written statement of assessment and common expenses, itemizing receipts and disbursements for the preceding calendar year. Within ten (10) days after the date set for each annual meeting, such statement shall be delivered to the members not present at said meeting.

4.4 Duties of Association. In addition to the duties and powers enumerated in its Articles of Incorporation and by-laws, or elsewhere provided for herein, and without limiting the generality thereof, the Association shall:

(a) Own, maintain, improve, construct, reconstruct, (in the event of deterioration or destruction) and manage all of the common area and all facilities, improvements and landscaping thereof, and all property acquired by the Association, and to pay all the costs thereof. In the event of damage or destruction to the common area, all available insurance proceeds shall be used for the repair, or reconstruction of the common area, and, if such insurance proceeds are insufficient, special assessment pursuant to Section 4 of Article VII herein, may be levied.

(b) Pay all real and personal property taxes and other charges assessed against the common area.

(c) Have the authority to obtain, for the benefit of the common area, all water, gas and electric, sewer and drain service, refuse collection, and street maintenance.

(d) Grant easements where necessary for utilities and sewer facilities over the common area.

(e) Maintain hazard and liability insurance and such other policy or policies of insurance as the Board of Directors of the Association deems necessary or desirable in furthering the purposes of and protecting the interests of the Association and its members.

(f) Have the authority to employ a manager or other persons and to contract with independent contractors or managing agents to perform all or any part of the duties and responsibilities of the Association, provided that any such contract with a person or firm appointed shall not exceed one (1) year in term unless approved by the vote of a majority of the members of the Association.

(g) Enforce applicable provisions of this Declaration and the by-laws of the Association and to establish and enforce uniform rules and regulations pertaining to the use of the private streets, and other common areas or facilities.

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(h) Have the right to enter upon any privately owned lot (but not the interior of any dwelling without consent of owner) where necessary in connection with construction, maintenance or repair of the common area or facilities.

(i) Architectural Committee. To appoint and remove members of the architectural committee as provided in Article V hereof, and to insure that at all reasonable times there is available a duly constituted and appointed architectural committee.

(j) Enforcement of Restrictions and Rules. To perform such other acts, whether or not expressly authorized by the Rancho Bel Air Unit 2 restrictions, as may be reasonably necessary to enforce any of the provisions of the Rancho Bel Air Unit 2 restrictions and the architectural committee rules.

(k) Review annually all insurance policies and bonds maintained by the Association.

(l) Enter into contracts, either singularly or jointly, with similar associations for maintenance of the common areas, security guard service, accounting, legal and other services necessary to carry out the purposes of this declaration.

(m) Grant non-exclusive easements over the common areas to adjoining subdivisions.

(n) No member of the board, nor any agent, representative or employee of the Association shall be personally liable to any owner or to any other party for any damage, loss or prejudice suffered or claimed on account of any act or omission of the Association, the board or any other agents, representatives or employees of the Association, or the architectural committee, provided that such board member or other person has, upon the basis of such information as may be possessed by him, acted in good faith.

4.5 Lots Abutting Mesquite Avenue & Rancho Drive. Owners of lots abutting Mesquite Avenue or Rancho Drive shall maintain exterior walls and grounds facing said streets; should they fail to do so, the Association may proceed in accordance with this Declaration.

#### ARTICLE V

##### ARCHITECTURAL CONTROL COMMITTEE

5.1 Architectural Approval. No building, fence, wall, sign or other structure, or exterior addition to or change or alteration thereof (including painting or landscaping) shall be commenced constructed, erected, placed, altered, maintained, or permitted to remain on the lots and common area until plans and specifications showing plot layout and all exterior elevations, with materials and colors therefor and structural design and landscaping, shall have been submitted to or approved in writing by an architectural control



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committee composed of three (3) persons initially to be appointed by the Declarant ("architectural committee"). No carport structure shall be permitted or constructed. No structure shall be improved with a rock roof or composition shingle roof. All walls shall be of block construction. Design and location of mail receptacles shall be subject to this Article. All plans and specifications shall be submitted in writing over the signature of the owner of the property or its authorized agent. Approval shall be based, among other things, on adequacy of site dimensions; adequacy of structural design and materials; conformity and harmony of external design with neighboring structures; effect of location and use of improvements on neighboring property; improvements, operations and uses; relation to topography; grade and finished ground elevation of the property being improved to that of neighboring property; proper facing of main elevations with respect to nearby streets; preservation of natural view and esthetic beauty; and conformity of the plans and specifications to the purpose and general plan and intent of this Declaration. In any event, the architectural committee shall have the right to require any member to remove, trim, top or prune any shrub, tree or hedge which such committee reasonably believes impedes the view of any lot.

5.2 Term of Architectural Committee Appointed by the Declarant. The architectural committee appointed by Declarant pursuant to Section 5.1 above shall remain in office until the happening of any of the following events, whichever occurs earlier:

(a) When one hundred (100%) percent of the lots within Rancho Bel Air Unit 2 and such additional properties as may be annexed thereto have been sold.

(b) On January 1, 1989.

From and after the happening of these events, which occurs earlier, the architectural committee shall be composed of a board of the Association or by three (3) or more representatives appointed by the board who shall be members of the Association.

5.3 Failure to Approve or Disapprove Plans and Specifications. In the event the architectural committee, or its designated representative, fails to either approve or disapprove such plans and specifications within thirty (30) days after the same have been submitted to it, it shall be conclusively presumed that the architectural committee has approved such plans and specifications. All improvement work approved by the architectural committee shall be diligently completed.

5.4 No Liability. Neither Declarant, the Association nor the architectural committee, nor the members thereof, shall be liable in damages to anyone submitting plans or specifications to them for approval, or to any owner of property affected by these restrictions.

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by reason of mistake in judgment, negligence or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve or disapprove any such plans or specifications. Every such person who submits plans or specifications to the architectural committee for approval agrees, by submission of such plans and specifications, and every owner of any of said property agrees that he will not bring any action or suit against Declarant, the Association, the architectural committee, or any of the members thereof to recover any such damages.

5.5 Notice of Noncompliance of Noncompletion. Notwithstanding anything to the contrary contained herein, after the expiration of one (1) year from the date of issuance of a building permit by municipal or other governmental authority for any improvement, said improvement shall, for the benefit of purchasers and encumbrances in good faith and for value, be deemed to be in compliance with all provisions of this Article V, unless actual notice of such noncompliance or non-completion, executed by the architectural committee or its designated representatives, shall appear of record in the Office of the County Recorder of Clark County, Nevada, or unless legal proceedings shall have been instituted to enforce compliance or completion.

5.6 Rules and Regulations. The architectural committee may from time to time, in its sole discretion, adopt, amend and repeal rules and regulations interpreting and implementing the provisions hereof.

5.7 Variances. Where circumstances, such as topography, location of property lines, location of trees, or other matters require, the architectural committee, by the vote or written consent of a majority of the members thereof, may allow reasonable variances as to any of the covenants, conditions or restrictions contained in this Declaration under the jurisdiction of such committee, on such terms and conditions as it shall require, provided, however, that all such variances shall be in keeping with the general plan for the improvement and development of the property.

ARTICLE VI  
PROPERTY RIGHTS

6.1 Owner's Easements of Enjoyment. Every owner shall have a right and easement of ingress and egress and of enjoyment in and to the common area, including private street areas, which shall be appurtenant to and shall pass with the title to every lot, subject to the following provisions:

(a) The right of the Association to dedicate or transfer all or any part of the common area to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication, transfer or



conveyance shall be effective unless an instrument signed by members entitled to cast two-thirds (2/3) of the votes of each class of membership has been recorded agreeing to such dedication, transfer or conveyance, and unless written notice of the proposed action is sent to every member not less than thirty (30) nor more than sixty (60) days in advance thereof.

(b) The right of the Association to establish uniform rules and regulations pertaining to the use of the common areas.

(c) The right of the Association, in accordance with its articles and by-laws, to borrow money for the purpose of improving or reconstructing the common area and facilities thereof and in aid thereof, to mortgage said property upon the vote or written assent of two-thirds (2/3) of each class of membership. At such time as the Class B membership ceases and is converted to Class A membership, no right authorized by this subparagraph (c) may be exercised except upon the vote or written assent of two-thirds (2/3) of the entire membership.

6.2 Waiver of Use. No member may exempt himself from personal liability for assessment duly levied by the Association, nor release the lot owned by him from the liens and charges hereof, by waiver of the use and enjoyment of the private streets and other common areas or by abandonment of his lot.

#### ARTICLE VII

##### COVENANT FOR MAINTENANCE ASSESSMENTS

7.1 Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each lot owned by it, hereby covenants, and each owner of any lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorney's fees, shall also be the personal obligation of the person who was the owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

7.2 Purpose of Assessments. The assessments levied by the Association shall be used for the purpose of operating the Association for the benefit, welfare and enjoyment of its members, and in this connection, for the maintenance and improvement of the common area and the facilities thereon, and to provide funds for the Association.

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to carry on its duties set forth herein or in its articles or by-laws.

7.3 Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first lot to an owner, the maximum annual assessment shall be \$1,200.00 per lot, payable \$100.00 per month.

(a) From and after January 1 of the year immediately following the conveyance of the first lot to an owner, the maximum annual assessment may be increased each year not more than ten (10%) percent above the maximum assessment for the previous year without a vote of the membership.

(b) From and after January 1 of the year immediately following the conveyance of the first lot to an owner, the maximum annual assessment may be increased above ten (10%) percent by the vote or written assent of two-thirds (2/3) of each class of members.

(c) The Board of Directors may fix the annual assessment at any amount not in excess of the maximum.

7.4 Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the common area, including fixtures and personal property related thereto, provided that any such assessment shall have the vote or written assent of two-thirds (2/3) of each class of members. At such time as the Class B membership ceases and is converted to Class A membership, any such assessment shall have the vote or written assent of two-thirds (2/3) of the Class A membership.

7.5 Notice and Quorum for any Action Authorized under Sections 7.3 and 7.4. Any action authorized under Sections 7.3 and 7.4 shall be taken at a meeting called for that purpose, written notice of which shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. If the proposed action is favored by a majority of the votes cast at such meeting, but such vote is less than the requisite two-thirds (2/3) members who were not present in person or by proxy may give their assent in writing, provided the same is obtained by the appropriate officers of the Association not later than thirty (30) days from the date of such meeting. At the first such meeting called for any action authorized under Sections 7.3 and 7.4 above, the presence at the meeting of members or proxies entitled to cast two-thirds (2/3) of the votes of each class of membership shall constitute a quorum. If the required quorum is not present at such meeting, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum.

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at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

7.6 Uniform Rate of Assessment. Both annual and special assessment must be fixed at a uniform rate for all lots and may be collected on a monthly basis.

7.7 Date of Commencement of Annual Assessments, Due Dates. The annual assessments provided for herein shall commence as to all lots on the first day of each month following the conveyance of the first lot to an owner. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The board of directors shall fix the amount of the annual assessment against each lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every owner subject thereto. The due dates shall be established by the board of directors. The regular assessments as to the property brought under this Declaration by annexation shall commence with respect to all lots within such property on the first day of the month following the conveyance of the first lot to an owner.

7.8 Certificate of Payment. The Association shall, upon demand, furnish to any owner liable for said assessment, a certificate in writing signed by an officer of the Association, setting forth whether the regular and special assessments on a specified lot have been paid and the amount of the delinquency, if any. A reasonable charge may be made by the board for the issuance of these certificates. Such certificates shall be conclusive evidence of payment of any assessment therein stated to have been paid.

7.9 Effect of Nonpayment of Assessments; Remedies. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of ten percent (10%) per annum. Suit to recover a money judgment for unpaid assessments may be maintained against the owner personally obligated to pay the same without foreclosing or waiving the lien securing said assessment. The Association may enforce the lien by sale in accordance with the provisions of N.R.S. 278A 150-170 inclusive or by civil suit or in any other manner permitted by law. The chairman and in his absence the vice-chairman of the board of directors is designated trustee for the purposes of exercising the power of sale provisions contemplated by N.R.S. 278A 150-170 inclusive. The Association through duly authorized agents shall have the power to bid on the lot at any such sale and to hold, lease, mortgage and convey the same. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the common area or abandonment of his lot.

If any suit or action is brought to collect any such charge, then there shall be added to the amount thereof costs of suit and reasonable attorney's fees to be fixed by the court and included in any judgment in any such suit or action.

7.10 Notice of Lien. No action shall be brought by the Association to foreclose said assessment lien or to proceed under the power of sale herein provided until thirty (30) days after the date a notice of claim of lien is deposited in the United States mail, certified or registered, postage prepaid, to the owner of said lot, and a copy thereof is recorded by the Association in the office of the County Recorder in which the properties are located; said notice of claim shall contain a sufficient legal description of any such lot, the record owner or reputed owner thereof, the amount claimed (which may at the Association's option include interest on the unpaid assessment at ten percent (10%) per annum, plus reasonable attorney's fees and expenses of collection in connection with the debt secured by said lien), and the name and address of the Association. Upon the timely curing of any default for which a notice of claim or lien was filed by the Association, any two of the officers thereof are hereby authorized to file or record, as the case may be, an appropriate release of such notice, upon payment by the defaulting owner of a reasonable fee, to be determined by the Association, to cover the costs of preparing and filing or recording such release.

7.11 Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any purchase money first mortgage. Sale or transfer of any lot shall not affect the assessment lien. However, the sale or transfer of any lot pursuant to mortgage foreclosures or any proceeding in lieu thereof by the holder of a purchase money first mortgage, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such lot from liability for any assessments thereafter becoming due or from the lien thereof.

7.12 Mortgage Protection. No breach of the covenants, conditions or restrictions in this Declaration, nor the enforcement thereof or of any lien provision herein, shall defeat or render invalid the lien of any purchase money first mortgage or deed of trust made in good faith and for value. However, all of the covenants, conditions and restrictions in this Declaration shall be binding upon any owner whose title is derived through foreclosure or exercise of a power of sale, or otherwise.

7.13 Individual Assessment. Whenever under any provision of this Declaration, an owner shall be obligated to do any act or thing or to refrain from doing any act or thing, the Association



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shall be entitled, but shall not be obligated, to do any act or thing required of the owner, or to do anything necessary to rectify any action by an owner in violation of these covenants, conditions and restrictions, all on behalf of and at the cost and for the account of said owner, and in such event the Association may levy an individual special assessment against such owner to reimburse the Association for the cost thereof.

ARTICLE VIII

GENERAL PROVISIONS

8.1 Enforcement. The Association, or any owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

8.2 Severability. Invalidity of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

8.3 Term and Amendment. The covenants and restrictions of this Declaration shall run with and bind the properties and shall inure to the benefit of and be enforceable by the Association, its legal representatives, successors and assigns, until December 1, 2001, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended by an instrument signed by not less than seventy-five (75%) percent of the lot owners. Any amendment must be recorded.

8.4 Mergers or Consolidations. Upon a merger, consolidation, reorganization, or association of the Association with another association, as provided by agreement or declaration, its properties, rights and obligations may be transferred to another surviving, consolidated or reorganized association or, alternatively, the properties, rights and obligations of another association may be added to the properties, rights and obligations of the Association as a surviving, consolidated or reorganized corporation. The surviving, consolidated or reorganized association may administer the covenants and restrictions established by this Declaration, together with the covenants and restrictions established upon any other properties as one scheme.

8.5 Notices. Any notice permitted or required to be delivered as provided herein shall be in writing and may be delivered either personally or by mail. If delivery is made by mail, it shall be deemed to have been delivered forty-eight (48) hours after a copy of the same has been deposited in the United States mail with postage thereon fully prepaid and addressed to any person at the

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address given by such person to the Association for the purpose of service of such notice, or to the residence of such person if no address has been given to the Association. Such address may be changed from time to time by notice in writing to the Association.

8.6 Enforcement and Nonwaiver.

(a) Right of Enforcement. Except as otherwise provided herein, any owner of any lot within Rancho Bel Air Unit 2 shall have the right to enforce any or all of the provisions of the Rancho Bel Air restrictions upon any property within Rancho Bel Air Unit 2 and the owners thereof and any such properties as may be annexed.

(b) Violations and Nuisance. Every act or omission whereby any provision of the Rancho Bel Air Unit 2 restrictions is violated in whole or in part is hereby declared to be a nuisance and may be enjoined or abated, whether or not the relief sought is for negative or affirmative action by Declarant or the Association or any owners of lots within Rancho Bel Air Unit 2. However, any other provisions to the contrary notwithstanding, only Declarant, the Association, the board or duly authorized agents of any of them may enforce, by self-help, any of the provisions of the Rancho Bel Air Unit 2 restrictions, and only if such self-help is preceded by reasonable notice to the owner involved.

(c) Violation of Law. Any violation of any state, municipal or local law, ordinance or regulation pertaining to the ownership, occupation or use of any property within Rancho Bel Air Unit 2 is hereby declared to be a violation of the Rancho Bel Air Unit 2 restrictions and subject to any or all of the enforcement procedures set forth in said restrictions.

(d) Captions. All captions and titles used in this declaration are intended solely for convenience or reference and shall not affect that which is set forth in any of the provisions hereof.

(e) No Rights Given to the Public. Nothing contained in this Declaration shall be deemed to be a gift or dedication of any portion of Rancho Bel Air Unit 2 to the general public or for any public use or purpose.

8.7 Rancho Bel Air Unit 1 Merger - Effect. Prior to the filing of this Declaration, the RANCHO BEL AIR PARTNERSHIP entered into a written agreement with the RANCHO BEL AIR PROPERTY OWNERS ASSOCIATION NO. 1, INC., whereby the public rights of way as to streets within said Unit 1 were vacated. A purpose of said vacation was to unify the entire Rancho Bel Air Subdivision as a private secured community. In partial consideration of said vacation and certain easements granted to said partnership for the benefit of the entire Rancho Bel Air Subdivision, it is agreed and covenanted that should the Association and the Rancho Bel Air Property Owners Association Unit NO. 1, Inc. merge, all lots in



the Rancho Bell Air Subdivision shall be subject to an assessment in accordance with Article VII herein equal to the number of non-paying lots in Unit 1, (not to exceed eight lots in number) divided by the total number of lots (subject to assessment) in the entire Rancho Bell Air Subdivision.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal this 1st day of August, 1978.

RANCHO BEL AIR, a General Partnership

BY: B. J. A. DEVELOPMENT CORPORATION  
OF NEVADA, a Nevada corporation  
BY: Al P. Brende, Jr.  
AL P. BRENDE, JR.

BY: RANCHO BEL AIR DEVELOPMENT,  
a partnership

BY: C. J. Sommers  
C. J. SOMMERS, AGENT  
BY: Barry W. Becker  
BARRY W. BECKER, AGENT

B. J. A. DEVELOPMENT CORPORATION OF NEVADA, a Nevada corporation  
BY: Al P. Brende, Jr.  
AL P. BRENDE, JR.

RANCHO BEL AIR DEVELOPMENT, a Partnership

BY: C. J. Sommers  
C. J. SOMMERS, AGENT  
BY: Barry W. Becker  
BARRY W. BECKER, AGENT

----- LOT OWNERS -----  
Joel P. Austin  
JOEL P. AUSTIN  
Peter M. Thomas  
PETER M. THOMAS  
Sam T. Covetto  
SAM T. COVETTO  
Al P. Brende, Jr.  
AL P. BRENDE, JR.

Melba Austin  
MELBA AUSTIN  
Nancy P. Thomas  
NANCY P. THOMAS  
Billie Ann T. Covetto  
BILLIE ANN T. COVETTO  
Vicki G. Brende  
VICKI G. BRENDE

BOOK 943

BOOK 976

923690

902682

935582

BOOK 964

STATE OF NEVADA

COUNTY OF CLARK

On this 3rd day of August, 1978, personally appeared before me, a

Notary Public in and for said Clark County, Al P. Brende, Jr., C. J. Sommers

and Barry W. Becker for said General Partnership

known to me to be the person(s) described in and who executed the foregoing instrument, who acknowledged to me that they executed the same freely and voluntarily and for the uses and purposes therein mentioned.

WITNESS my hand and official seal.



Notary Public, State of Nevada

CLARK COUNTY

Alice Hoffman

My Commission Expires Mar. 20, 1982

MY COMMISSION EXPIRES:

*Alice Hoffman*  
NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE

STATE OF NEVADA

COUNTY OF CLARK

On this 3rd day of August, 1978, personally appeared before me, a

Notary Public in and for said Clark County, Al P. Brende, Jr., for said

Corporation

known to me to be the person(s) described in and who executed the foregoing instrument, who acknowledged to me that they executed the same freely and voluntarily and for the uses and purposes therein mentioned.

WITNESS my hand and official seal.



Notary Public, State of Nevada

CLARK COUNTY

Alice Hoffman

My Commission Expires Mar. 20, 1982

MY COMMISSION EXPIRES:

*Alice Hoffman*  
NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE

STATE OF NEVADA

COUNTY OF CLARK

On this 3rd day of August, 1978, personally appeared before me, a

Notary Public in and for said Clark County, C. J. Sommers and Barry W. Becker

Agents of said Partnership

known to me to be the person(s) described in and who executed the foregoing instrument, who acknowledged to me that they executed the same freely and voluntarily and for the uses and purposes therein mentioned.

WITNESS my hand and official seal.



Notary Public, State of Nevada

CLARK COUNTY

Alice Hoffman

My Commission Expires Mar. 20, 1982

MY COMMISSION EXPIRES:

*Alice Hoffman*  
NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE



BOOK 943

923690

902682

BOOK 976

935582

STATE OF NEVADA

COUNTY OF CLARK

On this 4th day of August, 1978, personally appeared before me, a

Notary Public in and for said Clark County, Joel P. Austin and Melba Austin

known to me to be the persons described in and who executed the foregoing instrument, who acknowledged to me that they executed the same freely and voluntarily and for the uses and purposes therein mentioned.

WITNESS my hand and official seal.



Notary Public State of Nevada  
CLARK COUNTY  
Alice Hoffman  
My Commission Expires Mar. 20, 1982

*Alice Hoffman*  
NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE

MY COMMISSION EXPIRES:

STATE OF NEVADA

COUNTY OF CLARK

On this 28th day of August, 1978, personally appeared before me, a

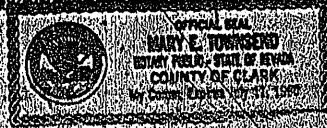
Notary Public in and for said Clark County, PETER M. THOMAS AND NANCY P. THOMAS

known to me to be the persons described in and who executed the foregoing instrument, who acknowledged to me that they executed the same freely and voluntarily and for the uses and purposes therein mentioned.

WITNESS my hand and official seal.

*Mary E. Townsend*  
NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE

MY COMMISSION EXPIRES: July 11, 1980



BOOK 943

BOOK 976

936562

923690

902682

STATE OF NEVADA

COUNTY OF CLARK

On this 3rd day of August 1978, personally appeared before me, a

Notary Public in and for said Clark County, Al P. Brende, Jr. and

Vicki G. Brende

known to me to be the persons described in and who executed the foregoing instrument, who acknowledged to me that they executed the same freely and voluntarily, and for the uses and purposes therein mentioned.

WITNESS my hand and official seal.



Notary Public, State of Nevada

CLARK COUNTY

Alice Hoffman

My Commission Expires Mar. 20, 1982

MY COMMISSION EXPIRES:

*Alice Hoffman*  
NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE

RETURN TO:  
LAWYERS TITLE OF LAS VEGAS, INC.

INST. NO. 902682  
OFFICIAL RECORD BOOK NO. 943  
RECORDED AT REQUEST OF

LAWYERS TITLE OF LAS VEGAS, INC.

SEP 14 9 24 AM '78

CLARK COUNTY NEVADA  
JOAN L. SWIFT RECORDER

DEPUTY



BOOK 984

BOOK 976

935582

923690

26-26

26-26

## EXHIBIT "B"

The Northwest Quarter (NW 1/4) of the Northeast Quarter (NE 1/4) of Section 32, Township 20 South, Range 61 East, M.D.B. & M., AND that portion of the Northeast Quarter (NE 1/4) of the Northeast Quarter (NE 1/4) of said Section 32 lying West of Highway No. 95.

EXCEPTING THEREFROM that portion lying within RANCHO BEL AIR UNIT NO. 1, as shown by map thereof on file in Book 11 of Plats, page 44, in the Office of the County Recorder of Clark County, Nevada.

FURTHER EXCEPTING THEREFROM that portion as follows:

BEGINNING at the Northwest corner of Lot One (1) in Block Three (3) of RANCHO BEL AIR UNIT NO. 1; thence North 54°25'23" East along the North line thereof a distance of 39.10 feet to a point on the West line of Albacore Drive (51.00 feet wide); thence to the left through the arc of a curve concave Northeasterly having a radius of 143.05 feet subtending a central angle of 5°15'24" an arc length distance of 13.12 feet to a point on a curve, through which a radial line bears North 59°40'47" East; thence South 36°21'57" West a distance of 42.28 feet to the POINT OF BEGINNING.

FURTHER EXCEPTING THEREFROM Lot Two (2) in Block Four (4) of AMENDED RANCHO BEL AIR UNIT NO. 2, as shown by map thereof on file in Book 21 of Plats, page 36 in the Office of the County Recorder of Clark County, Nevada.

AND

Lot One (1) in Block Four (4) and Lot Eight (8) in Block One (1) of RANCHO BEL AIR UNIT NO. 1, as shown by map thereof on file in Book 11 of Plats, page 44, in the Office of the County Recorder of Clark County, Nevada.

RE-RECORDED

RE-RECORDED

INST. NO. 935582

OFFICIAL RECORD BOOK NO. 976  
RECORDED AT REQUEST OF

LAWYERS TITLE OF LAS VEGAS, INC.

NOV 30 10 05 AM '78

CLARK COUNTY NEVADA  
JOAN L. SWIFT RECORDER

DEPUTY

INST. NO. 923690

OFFICIAL RECORD BOOK NO. 984  
RECORDED AT REQUEST OF

LAWYERS TITLE OF LAS VEGAS, INC.

NOV 2 10 26 AM '78

CLARK COUNTY NEVADA  
JOAN L. SWIFT RECORDER

DEPUTY

DECLARATION OF ANNEXATION

WHEREAS, the undersigned has caused to be recorded on September 14, 1978, as Document No. 902682 in Book 948, and re-recorded on November 2, 1978, as Document No. 923690 in Book 964, and re-recorded on November 30, 1978, as Document No. 935582 in Book 976 of Official Records, Clark County, Nevada, a Declaration of Covenants, Conditions and Restrictions affecting the property described therein.

WHEREAS, said Declaration of Covenants, Conditions and Restrictions established a means for maintaining and administering the properties and facilities subject thereto, for enforcing such covenants, conditions and restrictions and for collecting assessments and charges and disposing of same.

WHEREAS, said Declaration of Covenants, Conditions and Restrictions provides in ARTICLE II for the imposition thereof upon certain other parcels of property of which the property described in EXHIBIT "A" attached hereto constitutes part thereof, and the undersigned is desirous of imposing said Declaration of Covenants, Conditions and Restrictions upon the property described in said EXHIBIT "A".

NOW THEREFORE, the undersigned hereby declares that the property described in said EXHIBIT "A" attached hereto is and shall be subject to said Declaration of Covenants, Conditions and Restrictions, and that property will be held, conveyed, hypothecated or encumbered, leased, rented, used, conveyed and improved subject to the limitations, restrictions, conditions and covenants as set forth in said Declaration of Covenants, Conditions and Restrictions, all of which are declared and agreed to be in furtherance of a Plan for the subdivision improvement and sale of the property described in said EXHIBIT "A", and the property heretofore made subject to said Declaration of Covenants, Conditions and Restrictions. Said limitations, restrictions, conditions

Return to:  
Lumpers Title

DECLARATION OF ANNEXATION -- cont'd.

and covenants are imposed on the property described in EXHIBIT "A" attached hereto for the mutual benefit of said property and that property heretofore made subject to said Declaration of Covenants, Conditions and Restrictions.

IN WITNESS WHEREOF, this Declaration of Annexation has been executed as of this 15th day of May, 19 79.

RANCHO BEL AIR, a General Partnership

BY: B. J. A. DEVELOPMENT CORPORATION  
OF NEVADA, Nevada corporation

BY: Al P. Brende, Jr., PRESIDENT

BY: RANCHO BEL AIR DEVELOPMENT, a  
partnership

BY: Barry W. Becker, Agent

STATE OF NEVADA

County of CLARK

On this 15th day of May, 19 79

personally appeared before me, a Notary Public in and for said County and State, Al P. Brende, Jr. and Barry W. Becker, for said

Partnership

known to me to be the persons described in and who executed the foregoing instrument, who acknowledged to me that they executed the same freely and voluntarily and for the uses and purposes therein mentioned.

Alta Hoffman  
Notary Public in and for said County and State.



Notary Public - State of Nevada  
CLARK COUNTY  
Alta Hoffman  
My Commission Expires Mar. 20, 1982

STATE OF

County of

On this \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_\_

personally appeared before me, a Notary Public in and for said County and State, \_\_\_\_\_

known to me to be the persons described in and who executed the foregoing instrument, who acknowledged to me that they executed the same freely and voluntarily and for the uses and purposes therein mentioned.

Notary Public in and for said County and State.

EXHIBIT "A"

Being that portion of the North Half (N $\frac{1}{2}$ ) of the Northeast Quarter (NE $\frac{1}{4}$ ) of Section 32, Township 20 South, Range 61 East, M. D. B. & M., described as follows:

PARCEL I:

BEGINNING at the Northwest Corner of RANCHO BEL AIR UNIT NO. 1, as shown by Map thereof on file in Book 11 of Plats, page 44, in the Office of the County Recorder of Clark County, Nevada;  
 THENCE along the West line of said Rancho Bel Air Unit No. 1, the following described courses;  
 South 00°23'40" West, 132.00 feet;  
 THENCE North 89°36'20" West, 2.89 feet;  
 THENCE South 00°23'40" West, 183.00 feet;  
 THENCE departing the aforementioned west line of Rancho Bel Air Unit No. 1, North 89°36'20" West, 556.98 feet;  
 THENCE North 00°15'58" West, 365.04 feet to a point, said point being the Southwest Corner of Rancho Bel Air Unit No. 2, as shown by Map thereof on file in Book 20 of Plats, page 67, in the Office of the County Recorder of Clark County, Nevada;  
 THENCE along the South line of said Rancho Bel Air Unit No. 2 the following described courses;  
 South 89°36'20" East, 149.71;  
 THENCE South 0°23'40" West, 50.02 feet;  
 THENCE South 89°36'20" East, 414.37 feet to the POINT OF BEGINNING.

PARCEL II:

BEGINNING at the Northwest Corner of Block Four (4) of RANCHO BEL AIR UNIT NO. 2;  
 THENCE South 00°27'55" West, 189.91 feet;  
 THENCE South 89°32'05" East, 34.74 feet;  
 THENCE South 00°27'55" West, 157.24 feet;  
 THENCE North 89°36'20" West, 778.31 feet to the Northwest Corner of Block Two (2) of the aforesaid Rancho Bel Air Unit No. 2;  
 THENCE South 00°15'58" East, along the westerly line thereof 112.00 feet;  
 THENCE departing said Westerly line, South 89°44'02" West, 146.85 feet;  
 THENCE North 0°15'58" West, 18.73 feet;  
 THENCE South 89°44'02" West, 145.50 feet to a point on the West line of the Northeast Quarter (NE $\frac{1}{4}$ ) of said Section 32;  
 THENCE North 0°15'58" West, along the West line thereof 445.14 feet to the Northwest Corner of the Northeast Quarter (NE $\frac{1}{4}$ ) of said Section 32;  
 THENCE South 89°32'05" East, along the North line of the Northeast Quarter (NE $\frac{1}{4}$ ) of said Section 32, a distance of 1040.38 feet to the POINT OF BEGINNING.

FUTURE RANCHO BEL AIR UNIT NO. 3

CLARK COUNTY NEVADA  
 JOAN L. SWIFT, RECORDER  
 RECORDED AT REQUEST OF  
 LAWYERS TITLE OF LAS VEGAS, INC.  
 MAY 21 12 30 PM '79  
 REC'D DEPUTY  
 OFFICIAL RECORDER  
 BOOK INSTRUMENT

1058 1017832

900A 1386

1345258

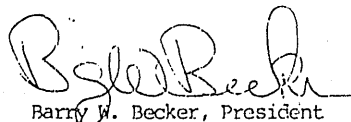
5-1

NOTICE TO ALL CONCERNED

Re: Rancho Bel Air Property Owners Association, Inc.

The attached list of lots are covered by Covenants, Conditions and Restrictions, which provide for the formation of a property owners association. This association has been formed and monthly assessments, in the amount of \$50.00 per month, have been assessed, starting December 1, 1980.

Before title is transferred, any and all prospective purchasers should check with the Rancho Bel Air Property Owners Association, Inc., to be sure that these assessments are paid current, prior to transfer of title.

  
Barry W. Becker, President  
Rancho Bel Air Property  
Owners Association, Inc.

April 10, 1981

50 S. Jones Boulevard, Suite 101  
Las Vegas, Nevada 89107

RETURN TO:  
LAWYERS TITLE OF LAS VEGAS, INC.  
T. 90790-20

888A 1386

1345258  
5-2

RANCHO BEL AIR

UNIT NO. 1  
Rock 1 PLATS  
Page 125

Lot No.

Block No.

1  
2  
3  
4  
5  
6  
7  
8  
9

1

Lot No.

Block No.

1  
2  
3  
4  
5  
6  
7  
8  
9  
40  
41  
63  
64  
65  
66  
67  
68  
69

2

Lot No.

Block No.

1  
2  
3  
4  
5

3

Lot No.

Block No.

1

4



1386

1345258  
5-3

RANCHO BEL AIR

UNIT NO. 2  
Block 31 PLATS  
Page 36

Lot No.

Block No.

10

1

Lot No.

Block No.

33

2

34

35

42

43

44

45

46

47

48

49

50

51

52

53

54

Lot No.

Block No.

10

3

12

13

14

15

16

17

Lot No.

Block No.

2

4

3

7

8

9

10

11

12

BM 1388

1345258

5-4

RANCHO BEL AIR

UNIT NO. 3  
Block 24 PLATS  
Page 76

Lot No.

Block No.

24  
25  
26  
27  
28  
29  
30  
31  
32

2

Lot No.

Block No.

6  
7  
55  
56  
57  
58  
59  
60

3

Lot No.

Block No.

13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25

4



Book 1386

1345258

5-5

RANCHO BEL ATR

UNIT NO. 4  
Book 35 PLATS  
PAGE 6

Lot No.

Block No.

11  
12  
13  
14  
15  
16

1

Lot No.

Block No.

15  
16  
17  
18  
19  
20  
21  
22  
23  
36  
37  
38

2

Lot No.

Block No.

4  
5  
17  
18  
19  
20  
21  
26

4

CLARK COUNTY NEVADA  
JOAN L. SWIFT, RECORDER  
RECORDED AT REQUEST OF  
LAWYERS TITLE OF LAS VEGAS, INC.

APR 16 10 05 AM '81

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OFFICIAL RECORDS  
BOOK INSTRUMENT

1386

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DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS

OF

RANCHO BEL AIR, UNIT 2

THIS DECLARATION made this 1st day of AUGUST, 1978,  
by RANCHO BEL AIR PARTNERSHIP, a Nevada partnership, and the under-  
signed lot owners, hereinafter collectively called "Declarant".

PREAMBLE

A. Declarant is the owner of real property described in  
Article II of this Declaration and desires to create thereon a  
residential community with private streets, common areas and facili-  
ties for the benefit of said community; and

B. Declarant desires to provide for the preservation of the  
values and amenities in said community and for the maintenance of  
the private streets, other common areas and facilities and to this  
end, desires to ultimately subject the properties described in  
Article II, together with such additions as may hereafter be made  
thereto, (as provided in Article II) to the covenants, restrictions,  
easements, charges and liens, hereinafter set forth, each and all  
of which is and are for the benefit of said property and each owner  
thereof; and

C. Declarant is deemed it advisable, for the efficient  
preservation of the values and amenities of said community to form  
an association to which should be delegated the powers of maintaining  
and administering the common properties and facilities and adminis-  
tering and enforcing the covenants and restrictions and collecting  
and disbursing the assessments and charges hereinafter created; and

D. Declarant has or will incorporate under the laws of the  
State of Nevada, a non-profit Homeowners Association for the purpose  
of exercising the above functions aforesaid; and

E. Declarant hereby declares that all of the property des-  
cribed as Rancho Bel Air Unit 2 in Article II hereof, and such  
additions thereto, as may hereafter be brought within the terms of  
this declaration, shall be held, occupied, sold and conveyed subject  
to the following easements, restrictions, covenants and conditions,  
which are for the purpose of protecting the value and desirability  
of, and which shall run with, the real property and be binding on  
all parties having any right, title or interest in the described  
properties or any part thereof, their heirs, successors and assigns,

BOOK 943

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BOOK 964

ARTICLEHEADINGVII. COVENANT FOR MAINTENANCE ASSESSMENTS (CONT.)

- 7.2 Purpose of assessments
- 7.3 Maximum Annual Assessment
- 7.4 Special Assessments for Capital Improvements
- 7.5 Notice and Quorum for any Action Authorized under Sections 7.3 and 7.4
- 7.6 Uniform Rate of Assessment
- 7.7 Date of Commencement of Annual Assessments; Due Dates
- 7.8 Certificate of Payment
- 7.9 Effect of Nonpayment of Assessments; Remedies
- 7.10 Notice of Lien
- 7.11 Subordination of the Lien to Mortgages
- 7.12 Mortgage Protection
- 7.13 Individual Assessment

VIII. GENERAL PROVISIONS

- 8.1 Enforcement
- 8.2 Severability
- 8.3 Term and Amendment
- 8.4 Mergers or Consolidations
- 8.5 Notices
- 8.6 Enforcement and Nonwaiver
  - (a) Right of Enforcement
  - (b) Violations and Nuisance
  - (c) Violation of Law
  - (d) Captions
  - (e) No rights given to Public
- 8.7 Rancho del Mar Unit 1 Merger - Effect

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1.4	Phase I
1.5	Common Area
1.6	Lot
1.7	Declarant
1.8	Member
1.9	Deed of Trust
1.10	Single-Family Residence
1.11	Supplemental Declaration
1.12	Architectural Committee
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	(b) Joint Owner Disputes
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4.4	Duties of Association
4.5	Lots Abutting Mesquite Avenue & Rancho Drive
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5.6	Rules and Regulations
5.7	Variances
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6.2	Waiver of Use
VII.	<u>COVENANT FOR MAINTENANCE ASSESSMENTS</u>
7.1	Creation of the Lien and Personal Obligation of Assessments

TITLE OF LAS VEGAS, INC.

INST. NO. 902682

OFFICIAL RECORD BOOK NO. 948  
RECORDED AT REQUEST OF

LAWYERS TITLE OF LAS VEGAS, INC.

SEP 14 9 24 AM '78

CLARK COUNTY NEVADA  
JOAN L. SWIFT RECORDER

FEE 27<sup>00</sup> DEPUTY *and* *J. L. Swift*

BOOK 984

BOOK 976

935582

26.26

923690

26.26

## EXHIBIT "B"

The Northwest Quarter (NW 1/4) of the Northeast Quarter (NE 1/4) of Section 32, Township 20 South, Range 61 East, M.D.B. & M.; AND that portion of the Northeast Quarter (NE 1/4) of the Northeast Quarter (NE 1/4) of said Section 32 lying West of Highway No. 95.

EXCEPTING THEREFROM that portion lying within RANCHO BEL AIR UNIT NO. 1, as shown by map thereof on file in Book 11 of Plats, page 44, in the Office of the County Recorder of Clark County, Nevada.

FURTHER EXCEPTING THEREFROM that portion as follows:

BEGINNING at the Northwest corner of Lot One (1) in Block Three (3) of RANCHO BEL AIR UNIT NO. 1; thence North 54°25'23" East along the North line thereof a distance of 39.10 feet to a point on the West line of Albacore Drive (51.00 feet wide); thence to the left through the arc of a curve concave Northeasterly having a radius of 143.05 feet subtending a central angle of 5°15'24" an arc length distance of 13.12 feet to a point on a curve, through which a radial line bears North 59°40'47" East; thence South 36°21'57" West a distance of 42.28 feet to the POINT OF BEGINNING.

FURTHER EXCEPTING THEREFROM Lot Two (2) in Block Four (4) of AMENDED RANCHO BEL AIR UNIT NO. 2, as shown by map thereof on file in Book 21 of Plats, page 36 in the Office of the County Recorder of Clark County, Nevada.

AND

Lot One (1) in Block Four (4) and Lot Eight (8) in Block One (1) of RANCHO BEL AIR UNIT NO. 1, as shown by map thereof on file in Book 11 of Plats, page 44, in the Office of the County Recorder of Clark County, Nevada.

RE-RECORDED

RE-RECORDED

INST. NO. 935582

OFFICIAL RECORD BOOK NO. 976

LAWYERS TITLE OF LAS VEGAS, INC.

NOV 23 10 05 AM '96

CLERK OF DISTRICT COURT

RECORDED

INST. NO. 923690

OFFICIAL RECORD BOOK NO. 964

LAWYERS TITLE OF LAS VEGAS, INC.

NOV 23 10 05 AM '96

CLERK OF DISTRICT COURT

RECORDED

I N D E XARTICLEHEADINGI. DEFINITIONS

- 1.1 Association
- 1.2 Owner
- 1.3 Properties
- 1.4 Phase I
- 1.5 Common Area
- 1.6 Lot
- 1.7 Declarant
- 1.8 Member
- 1.9 Deed of Trust
- 1.10 Single-Family Residence
- 1.11 Supplemental Declaration
- 1.12 Architectural Committee

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- 2.5 Supplemental Declaration
- 2.6 Conveyance of Common Area

III. USE RESTRICTIONSIV. HOMEOWNERS ASSOCIATION

- 4.1 Organization
- 4.2 Membership
  - (a) Voting
  - (b) Joint Owner Disputes
- 4.3 Meetings
- 4.4 Duties of Association
- 4.5 Lots Abutting Mesquite Avenue & Rancho Drive

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- 5.7 Variances

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- 6.2 Waiver of Use

VII. COVENANT FOR MAINTENANCE ASSESSMENTS

- 7.1 Creation of the Lien and Personal Obligation of Assessments

ARTICLEHEADINGVII. COVENANT FOR MAINTENANCE ASSESSMENTS (CONT.)

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  - (e) No rights given to Public
- 8.7 Rancho Bel Air Unit 1 Merger - Effect



DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS

OF

RANCHO BEL AIR UNIT 2

THIS DECLARATION made this 1st day of AUGUST, 1978,  
by RANCHO BEL AIR PARTNERSHIP, a Nevada partnership, and the under-  
signed lot owners, hereinafter collectively called "Declarant".

PREAMBLE

A. Declarant is the owner of real property described in Article II of this Declaration and desires to create thereon a residential community with private streets, common areas and facilities for the benefit of said community; and

B. Declarant desires to provide for the preservation of the values and amenities in said community and for the maintenance of the private streets, other common areas and facilities and to this end, desires to ultimately subject the properties described in Article II, together with such additions as may hereafter be made thereto, (as provided in Article II) to the covenants, restrictions, easements, charges and liens, hereinafter set forth, each and all of which is and are for the benefit of said property and each owner thereof; and

C. Declarant has deemed it advisable, for the efficient preservation of the values and amenities of said community to form an association to which should be delegated the powers of maintaining and administering the common properties and facilities and administering and enforcing the covenants and restrictions and collecting and disbursing the assessments and charges hereinafter created; and

D. Declarant has or will incorporate under the laws of the State of Nevada, a non-profit Homeowners Association for the purpose of exercising the above functions aforesaid; and

E. Declarant hereby declares that all of the property described as Rancho Bel Air Unit 2 in Article II hereof, and such additions thereto, as may hereafter be brought within the terms of this declaration, shall be held, occupied, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns,

and shall inure to the benefit of each owner thereof.

ARTICLE I  
DEFINITIONS

1.1 Association shall mean and refer to the non-profit Home-owners Association created for the purpose of exercising the functions of this Declaration.

1.2 Owner shall mean (a) Declarant; or (b) any person or persons being either (i) the grantee or grantees, as the case may be, of the fee simple estate by conveyance in a lot and their successors and assigns; or (ii) the purchasers, under any executory contract of sale, in a lot within Rancho Bel Air Unit 2. Unless the context otherwise requires, the term "owner" shall include the family, invitees, licensees and lessees of any owner, but shall not include those having such interest merely as security for the performance of any obligation.

1.3 Properties shall mean and refer to that certain real property described in Article II and such additions thereto as hereafter may be annexed and made subject to this Declaration and the jurisdiction of the Association pursuant to Article II hereof.

1.4 Phase I shall mean and refer to that certain real property described on Exhibit "A" and referred to in Article II hereof.

1.5 Common Area shall mean and refer to streets, parkways, medians, planting areas, entrance and guardhouse areas, and such other areas of land as appears on the property described as "existing property" in Article II and such other additions thereto as may hereafter be brought within the terms of this Declaration.

1.6 Lot shall mean and refer to any plot of land shown upon any recorded subdivision map of the properties with the exception of the common area.

1.7 Declarant shall mean and refer to RANCHO BEL AIR PARTNERSHIP, a Nevada partnership, composed of B.J.A. DEVELOPMENT CORPORATION OF NEVADA and RANCHO BEL AIR DEVELOPMENT PARTNERSHIP, and the undersigned lot owners, their successors and assigns, if such successors or assigns should acquire more than one (1) undeveloped lot from Declarant for the purpose of development.

1.8 Member shall mean and refer to every person or entity who holds membership in the Association.

1.9 Wherever the words "deed of trust" are used herein, they shall mean and be synonymous with the word "mortgage", and the same shall be used interchangeably with the same meaning; and likewise,

the word "beneficiary" shall be synonymous with the word "mortgagee", and the word "trustor" shall be synonymous with the word "mortgagor".

1.10 Single-Family Residence shall mean and refer to any single-family residential dwelling located on a lot and designed and intended for use and occupation by not more than one family.

1.11 Supplemental Declaration shall mean any declaration of covenants, conditions and restrictions which may be recorded by Declarant pursuant to Article II hereof.

1.12 Architectural Committee shall mean the committee created pursuant to Article V hereof, and the terms "architectural committee" and "architectural control committee" may be used interchangeably herein.

## ARTICLE II

### PROPERTY SUBJECT TO THIS DECLARATION AND ADDITIONS THERETO

2.1 Phase I. The real property which is, and shall be held, transferred, sold, conveyed and occupied subject to this Declaration is located in the County of Clark, State of Nevada, and is more particularly described as Amended Rancho Bel Air Unit 2, as shown by map thereof on file in Book 21 of Plats, Page 36, Clark County, Nevada Recorder, all of which property shall hereafter be referred to as Phase I.

2.2 Additions to Phase I. Additional real property may be annexed to Phase I and become subject to this Declaration by any of the methods set forth hereinafter.

2.3 Additions by Declarant. If Declarant shall develop or cause to be developed additional real property within the area described in Exhibit "B" attached hereto and incorporated herein by this reference, Declarant shall have the right to annex such additional real property to Phase I and to bring such real property within the general plan and scheme of this Declaration without the approval of the Association, its board of directors or members; provided, however, that said right of Declarant shall terminate on January 1, 1989.

2.4 Other Additions. In addition to the provision for annexation specified in Section 2.3 above, additional real property may be annexed to Phase I and brought within the general plan and scheme of this Declaration upon the approval by vote or written consent of members entitled to exercise not less than two-thirds (2/3) of the voting powers of each class of membership of the association. Upon obtaining the requisite approval pursuant to this Section 2.4, the owner of any real property who desires to annex it to Phase I and add it to the general plan and scheme of this Declaration and subject it to the jurisdiction of the Association shall file of

record a supplemental declaration as more particularly described in Section 2.5 below.

2.5 Supplemental Declaration. The additions authorized under Sections 2.3 and 2.4 hereof shall be made by filing of record a supplemental declaration, or other similar instrument, with respect to the additional real property which shall be executed by Declarant or the owner thereof shall extend the general plan and scheme of this Declaration to such real property. The filing of record of said supplemental declaration shall constitute and effectuate the annexation of the additional real property described therein, and thereupon said real property shall become and constitute a part of Rancho Bel Air Unit 2, become subject to this declaration and encompassed within the general plan and scheme of the covenants, conditions and restrictions contained herein, and become subject to assessment by the Association and to the functions, powers and jurisdiction of the Association, and the owners of lots in said real property shall automatically become members of the Association.

Such supplemental declaration may contain such additions and modifications of the covenants, conditions and restrictions contained in this Declaration as may be necessary to reflect the different character, if any, of the added real property, or as Declarant may deem appropriate in the development of ~~such~~ real property, and as are not inconsistent with the general plan and scheme of this Declaration. In no event, however, shall such supplemental declaration revoke, modify or add to the covenants, conditions and restrictions established by this Declaration as the same pertain to Phase I, except as hereinafter may be provided.

2.6 Conveyance of Common Area. Declarant covenants that it will convey title to the common area to the Association prior to or concurrently with the conveyance of the first lot to a purchaser from the Declarant. This provision shall apply to each property annexed and made subject to this Declaration, whether by staged development or future annexations.

#### ARTICLE III

##### USE RESTRICTIONS

In addition to all other covenants contained herein, the use of the properties and each lot therein is subject to the following:

3.1 None of the lots shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any such lot other than a single family residence. Nothing in this declaration shall prevent an owner from leasing his

residence. However, all leases shall have a term of not less than six months, leases shall be in writing and any tenant shall abide by and be subject to all provisions of this Declaration.

3.2 Side and rear walls shall not exceed six (6) feet in height from zero grade level unless approved in writing by the Architectural Committee pursuant to Article V. Front walls, from front set back line shall not exceed three (3) feet in height from zero grade level unless approved in writing by the Architectural Committee pursuant to Article V.

3.3 No lot shall ever be used or caused to be used or allowed or authorized in any way, directly or indirectly, for any business, commercial, manufacturing, mercantile, storing, vending or other such non-residential purposes, except Declarant may use any lot owned by it for a model home site, and display and sales office.

3.4 No sign or billboard of any kind shall be displayed to the public view on any portion of the properties, or any lot, except one (1) 18" x 24" sign for each lot, advertising such lot for sale or rent, except for signs, billboards and other advertising devices or structures used by Declarants in connection with the development, subdivision, advertisement and sale of the properties and the lots.

3.5 No noxious or offensive activity shall be carried on upon any lot or any part of the properties, nor shall anything be done thereon which may be, or may become a nuisance to the neighborhood, or which shall in any way interfere with the quiet enjoyment of each of the owners of his respective dwelling unit, or which shall in any way increase the rate of insurance

3.6 No animals, fowl, reptiles or poultry shall be kept within a lot, except that domestic dogs, cats, birds and fish may be kept; however the same shall not be bred or raised thereon for commercial purposes or in unreasonable quantities. All animals must be kept on a leash if allowed off an owner's lot.

3.7 No oil drilling, oil development operations, oil refining, quarrying, or mining operations of any kind, shall be permitted upon or in the properties, nor shall oil wells, tanks, tunnels, or mineral excavations or shafts be permitted upon or in the surface of the properties. No derrick or other structure designed for use in boring for water, oil or natural gas shall be erected, maintained or permitted upon the properties.

3.8 All clotheslines and storage areas shall be prohibited upon the properties, unless obscured from view of adjoining lots and streets by a wall or appropriate screen approved by the Architectural Control Committee. Air conditioning units whether roof mounted or ground level shall be concealed so as not to be visible from adjoining lots.



3.9 Aluminum foil, milar, mirrors or other similar marterial shall not be used to cover windows, nor shall reflective windows be installed unless approved, in writing, by the Architectural Committee.

3.10 No structure of a temporary character, whether a mobile home, house trailer, basement, tent, shack, garage, barn or other out-building shall be kept, stored or used on the properties at any time as a residence, either temporarily or permanently. Trailers, boats or similar vehicles may be stored or parked on a lot, provided it is within an enclosed garage or carport or screened area. This restriction shall not apply to sales and construction trailers used by Declarants or their agents during the construction and sales period of lots within the properties. No vehicle of any kind may be repaired or serviced on any lot unless said vehicle is screened or concealed. The commercial repair or servicing of vehicles is expressly prohibited.

3.11 No radio or television receiving or transmitting antennae or external apparatus shall be installed on the properties, where they may be visible from the adjoining lots or streets.

3.12 Unless otherwise approved, in writing by the Architectural Committee, no building shall be erected or located on any lot nearer than thirty (30) feet from the front curb line (back of face of curb) of the property; side set back shall be ten (10) feet from property lines, except where side yards abut street rights of ways, the set back shall be fifteen (15) feet; rear lot lines shall be as permitted by the ordinances and regulations of the City of Las Vegas. Free standing garages shall not be erected closer than five (5) feet to the rear or side property line. For purposes of this Section 3.12, eaves, steps and open patios shall not be considered as a part of a building.

3.13 No parking stalls, carports or garages situated on any lot shall be converted to any other use unless consented to in writing by the Architectural Control Committee.

3.14 No lumber, metals, bulk materials, refuse or trash shall be kept, stored or allowed to accumulate on any lot, except building materials during the course of any approved construction. If trash or other refuse is to be disposed of by being picked up, containers may be placed in the open for not more than twelve (12) hours before the pick up is to be made. After pick up or disposal, containers shall be removed from public view within twelve (12) hours.

3.15 All buildings erected or constructed on any lot shall conform to the ordinances and statutes pertaining thereto.

3.16 No residence containing less than 2,500 square feet of livable floor area shall be erected or permitted and no multi-level dwellings shall contain less than a 2,000 square foot ground floor.

Such floor area shall be exclusive of attached garage and open entries, porches, patio or basement. The 2,500 square feet minimum required floor area shall be deemed to include the total livable enclosed floor area of the residence.

3.17 Easements for installation and maintenance of the utilities, sewer pipelines and facilities and drainage facilities over and in the properties, and all pipelines and other facilities located and to be located in said easements (together with the right of egress and ingress in connection therewith) are reserved as shown on the recorded map of the properties.

3.18 During reasonable hours and after reasonable notice, any agent of Declarant, so long as it is an owner of at least twenty-five (25%) percent of the lots, or the Association, shall have the right to enter upon and inspect lots for the purpose of ascertaining whether or not the provisions of this Declaration are being complied with and shall not be deemed guilty of trespass by reason thereof.

3.19 Breach of any of the covenants in this Article III shall not defeat or render invalid the lien of any mortgage or deed of trust made in good faith and for value as to said lots or property, or any part thereof, but such provisions, restrictions or covenants shall be binding and effective against any owner of said property whose title thereto is acquired by foreclosure, trustee's sale or otherwise.

3.20 Except as they are installed by the Declarant in the initial construction of the homes and improvements thereto, no additions, remodeling, fences or walls shall be commenced or erected without prior written approval of the Architectural Committee as set forth in Article V of this Declaration.

#### ARTICLE IV

##### HOMEOWNERS ASSOCIATION

4.1 Organization. The Association shall be a nonprofit Nevada corporation charged with the duties and invested with the powers prescribed by law and set forth in the articles, by-laws and this Declaration. Neither the articles nor by-laws shall, for any reason, be amended or otherwise changed or interpreted so as to be inconsistent with this Declaration.

4.2 Membership. Every owner of a lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any lot which is subject to assessment.

(a) Voting. The Association shall have two (2) classes of voting membership:

Class A: Class A members shall be all owners with the exception of the Declarant and shall be entitled to one vote for each lot owned. When more than one (1) person holds an interest in any lot, all such persons shall be members. The vote for such lot shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any lot. No fractional votes may be cast.

Class B: The Class B member(s) shall be the Declarant and shall be entitled to three (3) votes for each lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of any of the following events, whichever occurs earlier:

(1) When the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership.

(2) On January 1, 1985.

(b) Joint Owner Disputes. The vote for each such lot shall, if at all, be cast as a single vote, and fractional votes shall not be allowed. In the event that joint owners are unable to agree among themselves as to how their vote or votes shall be cast, they shall lose their right to vote on the matter in question. If any owner casts a vote representing a certain lot, it will thereafter be conclusively presumed for all purposes that he or they were acting with the authority and consent of all other owners of the same lot.

4.3 Meetings. Not later than the earlier of (1) forty-five (45) days after the closing of the sale of the lot which represents the fifty-first (51%) percentile interest authorized for sale under the first public report for Rancho Bel Air Unit 2; or (2) six (6) months after the sale of the first lot in Rancho Bel Air Unit 2, a special meeting shall be held at which members of the board of the Association shall be elected by a vote of the then members of the Association. The presence at any meeting, in person or by proxy, of the members entitled to vote at least fifty (50%) percent of the total votes shall constitute a quorum. If any meeting cannot be held because a quorum is not present, the members present, either in person or by proxy, may, as otherwise provided by law, adjourn the meeting to a time not less than five (5) days nor more than thirty (30) days from the time the original meeting was called, at which meeting the quorum requirement shall be the members entitled to vote at least twenty-five (25%) percent of the total votes.

The president of the Association (or any vice president in his absence) shall act as chairman of all meetings of the members and

the secretary of the Association (or an assistant secretary thereof in his absence) shall act as secretary of all such meetings.

At each annual meeting, the board shall present a written statement of assessment and common expenses, itemizing receipts and disbursements for the preceding calendar year. Within ten (10) days after the date set for each annual meeting, such statement shall be delivered to the members not present at said meeting.

4.4 Duties of Association. In addition to the duties and powers enumerated in its Articles of Incorporation and by-laws, or elsewhere provided for herein, and without limiting the generality thereof, the Association shall:

(a) Own, maintain, improve, construct, reconstruct, (in the event of deterioration or destruction) and manage all of the common area and all facilities, improvements and landscaping thereof, and all property acquired by the Association, and to pay all the costs thereof. In the event of damage or destruction to the common area, all available insurance proceeds shall be used for the repair or reconstruction of the common area, and, if such insurance proceeds are insufficient, special assessment pursuant to Section 4 of Article VII herein, may be levied.

(b) Pay all real and personal property taxes and other charges assessed against the common area.

(c) Have the authority to obtain, for the benefit of the common area, all water, gas and electric, sewer and drain service, refuse collection, and street maintenance.

(d) Grant easements where necessary for utilities and sewer facilities over the common area.

(e) Maintain hazard and liability insurance and such other policy or policies of insurance as the Board of Directors of the Association deems necessary or desirable in furthering the purposes of and protecting the interests of the Association and its members.

(f) Have the authority to employ a manager or other persons and to contract with independent contractors or managing agents to perform all or any part of the duties and responsibilities of the Association, provided that any such contract with a person or firm appointed shall not exceed one (1) year in term unless approved by the vote of a majority of the members of the Association.

(g) Enforce applicable provisions of this Declaration and the by-laws of the Association and to establish and enforce uniform rules and regulations pertaining to the use of the private streets, and other common areas or facilities.

(h) Have the right to enter upon any privately owned lot (but not the interior of any dwelling without consent of owner) where necessary in connection with construction, maintenance or repair of the common area or facilities.

(i) Architectural Committee. To appoint and remove members of the architectural committee as provided in Article V hereof, and to insure that at all reasonable times there is available a duly constituted and appointed architectural committee.

(j) Enforcement of Restrictions and Rules. To perform such other acts, whether or not expressly authorized by the Rancho Bel Air Unit 2 restrictions, as may be reasonably necessary to enforce any of the provisions of the Rancho Bel Air Unit 2 restrictions and the architectural committee rules.

(k) Review annually all insurance policies and bonds maintained by the Association.

(l) Enter into contracts, either singularly or jointly, with similar associations for maintenance of the common areas, security guard service, accounting, legal and other services necessary to carry out the purposes of this declaration.

(m) Grant non-exclusive easements over the common areas to adjoining subdivisions.

(n) No member of the board, nor any agent, representative or employee of the Association shall be personally liable to any owner or to any other party for any damage, loss or prejudice suffered or claimed on account of any act or omission of the Association, the board or any other agents, representatives or employees of the Association, or the architectural committee, provided that such board member or other person has, upon the basis of such information as may be possessed by him, acted in good faith.

4.5 Lots Abutting Mesquite Avenue & Rancho Drive. Owners of lots abutting Mesquite Avenue or Rancho Drive shall maintain exterior walls and grounds facing said streets; should they fail to do so, the Association may proceed in accordance with this Declaration.

#### ARTICLE V

##### ARCHITECTURAL CONTROL COMMITTEE

5.1 Architectural Approval. No building, fence, wall, sign or other structure, or exterior addition to or change or alteration thereof (including painting or landscaping) shall be commenced constructed, erected, placed, altered, maintained, or permitted to remain on the lots and common area until plans and specifications showing plot layout and all exterior elevations, with materials and colors therefor and structural design and landscaping, shall have been submitted to or approved in writing by an architectural control



committee composed of three (3) persons initially to be appointed by the Declarant ("architectural committee"). No carport structure shall be permitted or constructed. No structure shall be improved with a rock roof or composition shingle roof. All walls shall be of block construction. Design and location of mail receptacles shall be subject to this Article. All plans and specifications shall be submitted in writing over the signature of the owner of the property or its authorized agent. Approval shall be based, among other things, on adequacy of site dimensions; adequacy of structural design and materials; conformity and harmony of external design with neighboring structures; effect of location and use of improvements on neighboring property, improvements, operations and uses; relation to topography, grade and finished ground elevation of the property being improved to that of neighboring property; proper facing of main elevations with respect to nearby streets; preservation of natural view and esthetic beauty; and conformity of the plans and specifications to the purpose and general plan and intent of this Declaration. In any event, the architectural committee shall have the right to require any member to remove, trim, top or prune any shrub, tree or hedge which such committee reasonably believes impedes the view of any lot.

5.2 Term of Architectural Committee Appointed by the Declarant. The architectural committee appointed by Declarant pursuant to Section 5.1 above shall remain in office until the happening of any of the following events, whichever occurs earlier:

(a) When one hundred (100%) percent of the lots within Rancho Bel Air Unit 2 and such additional properties as may be annexed thereto have been sold.

(b) On January 1, 1989.

From and after the happening of these events, which occurs earlier, the architectural committee shall be composed of a board of the Association or by three (3) or more representatives appointed by the board who shall be members of the Association.

5.3 Failure to Approve or Disapprove Plans and Specifications. In the event the architectural committee, or its designated representative, fails to either approve or disapprove such plans and specifications within thirty (30) days after the same have been submitted to it, it shall be conclusively presumed that the architectural committee has approved such plans and specifications. All improvement work approved by the architectural committee shall be diligently completed.

5.4 No Liability. Neither Declarant, the Association nor the architectural committee, nor the members thereof, shall be liable in damages to anyone submitting plans or specifications to them for approval, or to any owner of property affected by these restrictions

by reason of mistake in judgment, negligence or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve or disapprove any such plans or specifications. Every such person who submits plans or specifications to the architectural committee for approval agrees, by submission of such plans and specifications, and every owner of any of said property agrees that he will not bring any action or suit against Declarant, the Association, the architectural committee, or any of the members thereof to recover any such damages.

5.5 Notice of Noncompliance or Noncompletion. Notwithstanding anything to the contrary contained herein, after the expiration of one (1) year from the date of issuance of a building permit by municipal or other governmental authority for any improvement, said improvement shall, for the benefit of purchasers and encumbrances in good faith and for value, be deemed to be in compliance with all provisions of this Article V, unless actual notice of such noncompliance or noncompletion, executed by the architectural committee or its designated representatives, shall appear of record in the Office of the County Recorder of Clark County, Nevada, or unless legal proceedings shall have been instituted to enforce compliance or completion.

5.6 Rules and Regulations. The architectural committee may from time to time, in its sole discretion, adopt, amend and repeal rules and regulations interpreting and implementing the provisions hereof.

5.7 Variances. Where circumstances, such as topography, location of property lines, location of trees, or other matters require, the architectural committee, by the vote or written consent of a majority of the members thereof, may allow reasonable variances as to any of the covenants, conditions or restrictions contained in this Declaration under the jurisdiction of such committee, on such terms and conditions as it shall require; provided, however, that all such variances shall be in keeping with the general plan for the improvement and development of the property.

#### ARTICLE VI

##### PROPERTY RIGHTS

6.1 Owner's Easements of Enjoyment. Every owner shall have a right and easement of ingress and egress and of enjoyment in and to the common area, including private street areas, which shall be appurtenant to and shall pass with the title to every lot, subject to the following provisions.

(a) The right of the Association to dedicate or transfer all or any part of the common area to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication, transfer or

conveyance shall be effective unless an instrument signed by members entitled to cast two-thirds (2/3) of the votes of each class of membership has been recorded agreeing to such dedication, transfer or conveyance; and unless written notice of the proposed action is sent to every member not less than thirty (30) nor more than sixty (60) days in advance thereof.

(b) The right of the Association to establish uniform rules and regulations pertaining to the use of the common areas.

(c) The right of the Association, in accordance with its articles and by-laws, to borrow money for the purpose of improving or reconstructing the common area and facilities thereof and in aid thereof, to mortgage said property upon the vote or written assent of two-thirds (2/3) of each class of membership. At such time as the Class B membership ceases and is converted to Class A membership, no right authorized by this subparagraph (c) may be exercised except upon the vote or written assent of two-thirds (2/3) of the entire membership.

6.2 Waiver of Use. No member may exempt himself from personal liability for assessment duly levied by the Association, nor release the lot owned by him from the liens and charges hereof, by waiver of the use and enjoyment of the private streets and other common areas or by abandonment of his lot.

#### ARTICLE VII

##### COVENANT FOR MAINTENANCE ASSESSMENTS

7.1 Creation of the Lien and Personal Obligation of Assessments.—The Declarant, for each lot owned by it, hereby covenants, and each owner of any lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorney's fees, shall also be the personal obligation of the person who was the owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

7.2 Purpose of Assessments. The assessments levied by the Association shall be used for the purpose of operating the Association for the benefit, welfare and enjoyment of its members, and in this connection, for the maintenance and improvement of the common area and the facilities thereon, and to provide funds for the Association

to carry on its duties set forth herein or in its articles or by-laws.

7.3 Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first lot to an owner, the maximum annual assessment shall be \$1,200.00 per lot, payable \$100.00 per month.

(a) From and after January 1, of the year immediately following the conveyance of the first lot to an owner, the maximum annual assessment may be increased each year not more than ten (10%) percent above the maximum assessment for the previous year without a vote of the membership.

(b) From and after January 1 of the year immediately following the conveyance of the first lot to an owner, the maximum annual assessment may be increased above ten (10%) percent by the vote or written assent of two-thirds (2/3) of each class of members.

(c) The Board of Directors may fix the annual assessment at any amount not in excess of the maximum.

7.4 Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the common area, including fixtures and personal property related thereto, provided that any such assessment shall have the vote or written assent of two-thirds (2/3) of each class of members. At such time as the Class B membership ceases and is converted to Class A membership, any such assessment shall have the vote or written assent of two-thirds (2/3) of the Class A membership.

7.5 Notice and Quorum for any Action Authorized under Sections 7.3 and 7.4. Any action authorized under Sections 7.3 and 7.4 shall be taken at a meeting called for that purpose, written notice of which shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. If the proposed action is favored by a majority of the votes cast at such meeting, but such vote is less than the requisite two-thirds (2/3), members who were not present in person or by proxy may give their assent in writing provided the same is obtained by the appropriate officers of the Association not later than thirty (30) days from the date of such meeting. At the first such meeting called for any action authorized under Sections 7.3 and 7.4 above, the presence at the meeting of members or proxies entitled to cast two-thirds (2/3) of the votes of each class of membership shall constitute a quorum. If the required quorum is not present at such meeting, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum



at the preceeding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

7.6 Uniform Rate of Assessment. Both annual and special assessment must be fixed at a uniform rate for all lots and may be collected on a monthly basis..

7.7 Date of Commencement of Annual Assessments, Due Dates. The annual assessments provided for herein shall commence as to all lots on the first day of each month following the conveyance of the first lot to an owner. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The board of directors shall fix the amount of the annual assessment against each lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every owner subject thereto. The due dates shall be established by the board of directors. The regular assessments as to the property brought under this Declaration by annexation shall commence with respect to all lots within such property on the first day of the month following the conveyance of the first lot to an owner.

7.8 Certificate of Payment. The Association shall, upon demand, furnish to any owner liable for said assessment, a certificate in writing signed by an officer of the Association, setting forth whether the regular and special assessments on a specified lot have been paid and the amount of the delinquency, if any. A reasonable charge may be made by the board for the issuance of these certificates. Such certificates shall be conclusive evidence of payment of any assessment therein stated to have been paid.

7.9 Effect of Nonpayment of Assessments; Remedies. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of ten percent (10%) per annum. Suit to recover a money judgment for unpaid assessments may be maintained against the owner personally obligated to pay the same without foreclosing or waiving the lien securing said assessment. The Association may enforce the lien by sale in accordance with the provisions of N.R.S. 278A 150-170 inclusive or by civil suit or in any other manner permitted by law. The chairman and in his absence the vice-chairman of the board of directors is designated trustee for the purposes of exercising the power of sale provisions contemplated by N.R.S. 278A 150-170 inclusive. The Association through duly authorized agents shall have the power to bid on the lot at any such sale and to hold, lease, mortgage and convey the same. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the common area or abandonment of his lot.

If any suit or action is brought to collect any such charge, then there shall be added to the amount thereof costs of suit and reasonable attorney's fees to be fixed by the court and included in any judgment in any such suit or action.

7.10 Notice of Lien. No action shall be brought by the Association to foreclose said assessment lien or to proceed under the power of sale herein provided until thirty (30) days after the date a notice of claim of lien is deposited in the United States mail, certified or registered, postage prepaid, to the owner of said lot, and a copy thereof is recorded by the Association in the office of the County Recorder in which the properties are located; said notice of claim shall contain a sufficient legal description of any such lot, the record owner or reputed owner thereof, the amount claimed (which may at the Association's option include interest on the unpaid assessment at ten percent (10%) per annum, plus reasonable attorney's fees and expenses of collection in connection with the debt secured by said lien), and the name and address of the Association. Upon the timely curing of any default for which a notice of claim or lien was filed by the Association, any two of the officers thereof are hereby authorized to file or record, as the case may be, an appropriate release of such notice, upon payment by the defaulting owner of a reasonable fee, to be determined by the Association, to cover the costs of preparing and filing or recording such release.

7.11 Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any purchase money first mortgage. Sale or transfer of any lot shall not affect the assessment lien. However, the sale or transfer of any lot pursuant to mortgage foreclosures or any proceeding in lieu thereof by the holder of a purchase money first mortgage, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such lot from liability for any assessments thereafter becoming due or from the lien thereof.

7.12 Mortgage Protection. No breach of the covenants, conditions or restrictions in this Declaration, nor the enforcement thereof or of any lien provision herein, shall defeat or render invalid the lien of any purchase money first mortgage or deed of trust made in good faith and for value. However, all of the covenants, conditions and restrictions in this Declaration shall be binding upon any owner whose title is derived through foreclosure or exercise of a power of sale, or otherwise.

7.13 Individual Assessment. Whenever under any provision of this Declaration, an owner shall be obligated to do any act or thing or to refrain from doing any act or thing, the Association

shall be entitled, but shall not be obligated, to do any act or thing required of the owner, or to do anything necessary to rectify any action by an owner in violation of these covenants, conditions and restrictions, all on behalf of and at the cost and for the account of said owner, and in such event the Association may levy an individual special assessment against such owner to reimburse the Association for the cost thereof.

#### ARTICLE VIII

##### GENERAL PROVISIONS

8.1 Enforcement. The Association, or any owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

8.2 Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

8.3 Term and Amendment. The covenants and restrictions of this Declaration shall run with and bind the properties and shall inure to the benefit of and be enforceable by the Association, its legal representatives, successors and assigns, until December 1, 2001, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended by an instrument signed by not less than seventy-five (75%) percent of the lot owners. Any amendment must be recorded.

8.4 Mergers or Consolidations. Upon a merger, consolidation, reorganization, or association of the Association with another association, as provided by agreement or declaration, its properties, rights and obligations may be transferred to another surviving, consolidated or reorganized association or, alternatively, the properties, rights and obligations of another association may be added to the properties, rights and obligations of the Association as a surviving, consolidated or reorganized corporation. The surviving, consolidated or reorganized association may administer the covenants and restrictions established by this Declaration, together with the covenants and restrictions established upon any other properties as one scheme.

8.5 Notices. Any notice permitted or required to be delivered as provided herein shall be in writing and may be delivered either personally or by mail. If delivery is made by mail, it shall be deemed to have been delivered forty-eight (48) hours after a copy of the same has been deposited in the United States mail with postage thereon fully prepaid and addressed to any person at the

address given by such person to the Association for the purpose of service of such notice, or to the residence of such person if no address has been given to the Association. Such address may be changed from time to time by notice in writing to the Association.

8.6 Enforcement and Nonwaiver.

(a) Right of Enforcement. Except as otherwise provided herein, any owner of any lot within Rancho Bel Air Unit 2 shall have the right to enforce any or all of the provisions of the Rancho Bel Air restrictions upon any property within Rancho Bel Air Unit 2 and the owners thereof and any such properties as may be annexed.

(b) Violations and Nuisance. Every act or omission whereby any provision of the Rancho Bel Air Unit 2 restrictions is violated in whole or in part is hereby declared to be a nuisance and may be enjoined or abated, whether or not the relief sought is for negative or affirmative action by Declarant or the Association or any owners of lots within Rancho Bel Air Unit 2. However, any other provisions to the contrary notwithstanding, only Declarant, the Association, the board or duly authorized agents of any of them may enforce, by self-help, any of the provisions of the Rancho Bel Air Unit 2 restrictions, and only if such self-help is preceded by reasonable notice to the owner involved.

(c) Violation of Law. Any violation of any state, municipal or local law, ordinance or regulation pertaining to the ownership, occupation or use of any property within Rancho Bel Air Unit 2 is hereby declared to be a violation of the Rancho Bel Air Unit 2 restrictions and subject to any or all of the enforcement procedures set forth in said restrictions.

(d) Captions. All captions and titles used in this declaration are intended solely for convenience or reference and shall not affect that which is set forth in any of the provisions hereof.

(e) No Rights Given to the Public. Nothing contained in this Declaration shall be deemed to be a gift or dedication of any portion of Rancho Bel Air Unit 2 to the general public or for any public use or purpose.

8.7 Rancho Bel Air Unit 1 Merger - Effect. Prior to the filing of this Declaration, the RANCHO BEL AIR PARTNERSHIP entered into a written agreement with the RANCHO BEL AIR PROPERTY OWNERS ASSOCIATION NO. 1, INC., whereby the public rights of way as to streets within said Unit 1 were vacated. A purpose of said vacation was to unify the entire Rancho Bel Air Subdivision as a private secured community. In partial consideration of said vacation and certain easements granted to said partnership for the benefit of the entire Rancho Bel Air Subdivision, it is agreed and covenanted that should the Association and the Rancho Bel Air Property Owners Association Unit NO. 1, Inc. merge, all lots in



the Rancho, Bel Air Subdivision shall be subject to an assessment in accordance with Article VII herein equal to the number of non-paying lots in Unit 1, (not to exceed eight lots in number) divided by the total number of lots (subject to assessment) in the entire Rancho Bel Air Subdivision.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal this 1st day of August, 1978.

RANCHO BEL AIR, a General Partnership

BY: B. J. A. DEVELOPMENT CORPORATION  
OF NEVADA, a Nevada corporation

BY: Al P. Brende, Jr.  
AL P. BRENDE, JR.

BY: RANCHO BEL AIR DEVELOPMENT,  
a partnership

BY: C. J. Sommers  
C. J. SOMMERS, AGENT

BY: Barry W. Becker  
BARRY W. BECKER, AGENT

B. J. A. DEVELOPMENT CORPORATION OF NEVADA, a Nevada corporation

BY: Al P. Brende, Jr.  
AL P. BRENDE, JR.

RANCHO BEL AIR DEVELOPMENT, a Partnership

BY: C. J. Sommers  
C. J. SOMMERS, AGENT

BY: Barry W. Becker  
BARRY W. BECKER, AGENT

----- LOT OWNERS -----

Joel P. Austin  
JOEL P. AUSTIN

Peter M. Thomas  
PETER M. THOMAS

Sam Iacovetto  
SAM IACOVETTO

Al P. Brende, Jr.  
AL P. BRENDE, JR.

Melba Austin  
MELBA AUSTIN

Nancy P. Thomas  
NANCY P. THOMAS

Billie Ann Iacovetto  
BILLIE ANN IACOVETTO

Vicki G. Brende  
VICKI G. BRENDE

STATE OF NEVADA

COUNTY OF CLARK

On this 3rd day of August, 1978, personally appeared before me, a

Notary Public in and for said Clark County, Al P. Brande, Jr., C. J. Sommers  
and Barry W. Becker for said General Partnershipknown to me to be the person(s) described in and who executed the foregoing instrument, who acknowledged to me  
that they executed the same freely and voluntarily and for the uses and purposes therein mentioned.

WITNESS my hand and official seal.

Notary Public, State of Nevada  
CLARK COUNTY  
Alice Hoffman  
My Commission Expires Mar. 20, 1982

NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE

MY COMMISSION EXPIRES: \_\_\_\_\_

STATE OF NEVADA

COUNTY OF CLARK

On this 3rd day of August, 1978, personally appeared before me, a

Notary Public in and for said Clark County, Al P. Brande, Jr. for said  
Corporationknown to me to be the person(s) described in and who executed the foregoing instrument, who acknowledged to me  
that they executed the same freely and voluntarily and for the uses and purposes therein mentioned.

WITNESS my hand and official seal.

Notary Public, State of Nevada  
CLARK COUNTY  
Alice Hoffman  
My Commission Expires Mar. 20, 1982

NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE

MY COMMISSION EXPIRES: \_\_\_\_\_

STATE OF NEVADA

COUNTY OF CLARK

On this 3rd day of August, 1978, personally appeared before me, a

Notary Public in and for said Clark County, C. J. Sommers and Barry W. Becker,

Agents of said Partnership

known to me to be the person(s) described in and who executed the foregoing instrument, who acknowledged to me  
that they executed the same freely and voluntarily and for the uses and purposes therein mentioned.

WITNESS my hand and official seal.

Notary Public, State of Nevada  
CLARK COUNTY  
Alice Hoffman  
My Commission Expires Mar. 20, 1982

NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE

MY COMMISSION EXPIRES: \_\_\_\_\_

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STATE OF NEVADA

COUNTY OF CLARK

On this 4th day of August, 1978, personally appeared before me, a

Notary Public in and for said Clark County, Joel P. Austin and Melba Austin

known to me to be the persons described in and who executed the foregoing instrument, who acknowledged to me that they executed the same freely and voluntarily and for the uses and purposes therein mentioned.

WITNESS my hand and official seal.



Notary Public - State of Nevada

CLARK COUNTY

Alice Hoffman

My Commission Expires Mar. 20, 1982

*Alice Hoffman*  
NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE

MY COMMISSION EXPIRES: \_\_\_\_\_

STATE OF NEVADA

COUNTY OF CLARK

On this 28th day of August, 1978, personally appeared before me, a

Notary Public in and for said Clark County, PETER M. THOMAS AND NANCY R.

THOMAS

known to me to be the persons described in and who executed the foregoing instrument, who acknowledged to me that they executed the same freely and voluntarily and for the uses and purposes therein mentioned.

WITNESS my hand and official seal.

NOTARY



OFFICIAL SEAL  
MARY E. TOWNSEND  
NOTARY PUBLIC - STATE OF NEVADA  
COUNTY OF CLARK  
My Comm. Expires 11/1/80

MY COMMISSION EXPIRES: July 11, 1980

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STATE OF NEVADA  
COUNTY OF CLARK

On this 3rd day of August, 1978, personally appeared before me, a

Notary Public in and for said Clark County, Al P. Brende, Jr. and  
Vicki G. Brende

known to me to be the person(s) described in and who executed the foregoing instrument, who acknowledged to me  
that s/he executed the same freely and voluntarily and for the uses and purposes therein mentioned.  
WITNESS my hand and official seal.



Notary Public - State of Nevada  
CLARK COUNTY  
Alice Hoffman  
My Commission Expires Mar. 20, 1982

*Alice Hoffman*  
NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE

MY COMMISSION EXPIRES: \_\_\_\_\_

RETURN TO:  
LAWYERS TITLE OF LAS VEGAS, INC.

INST. NO. 902682  
OFFICIAL RECORD BOOK NO. 943  
RECORDED AT REQUEST OF

LAWYERS TITLE OF LAS VEGAS, INC.

SEP 14 9 24 AM '78

CLARK COUNTY NEVADA  
JOAN L. SWIFT RECORDER

FEB 27 1978 DEPUTY *ma*

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RE-RECORDED

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26-1

DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS  
OF  
RANCHO DEL AIR UNIT 2

Re recorded to add Exhibit "B"

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I N D E X

ARTICLE

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DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS

OF

RANCHO BEL AIR UNIT 2

935582

THIS DECLARATION made this 1st day of AUGUST, 1978,  
by RANCHO BEL AIR PARTNERSHIP, a Nevada partnership, and the under-  
signed lot owners, hereinafter collectively called "Declarant".

PREAMBLE

A. Declarant is the owner of real property described in  
Article II of this Declaration and desires to create thereon a  
residential community with private streets, common areas and facili-  
ties for the benefit of said community; and

B. Declarant desires to provide for the preservation of the  
values and amenities in said community and for the maintenance of  
the private streets, other common areas and facilities and to this  
end, desires to ultimately subject the properties described in  
Article II, together with such additions as may hereafter be made  
thereto, (as provided in Article II) to the covenants, restrictions,  
easements, charges and liens, hereinafter set forth, each and all  
of which is and are for the benefit of said property and each owner  
thereof; and

C. Declarant has deemed it advisable, for the efficient  
preservation of the values and amenities of said community to form  
an association to which should be delegated the powers of maintaining  
and administering the common properties and facilities and adminis-  
tering and enforcing the covenants and restrictions and collecting  
and disbursing the assessments and charges hereinafter created; and

D. Declarant has or will incorporate under the laws of the  
State of Nevada, a non-profit Homeowners Association for the purpose  
of exercising the above functions aforesaid; and

E. Declarant hereby declares that all of the property des-  
cribed as Rancho Bel Air Unit 2 in Article II hereof, and such  
additions thereto, as may hereafter be brought within the terms of  
this declaration, shall be held, occupied, sold and conveyed subject  
to the following easements, restrictions, covenants and conditions,  
which are for the purpose of protecting the value and desirability  
of, and which shall run with, the real property and be binding on  
all parties having any right, title or interest in the described  
properties or any part thereof, their heirs, successors and assigns,

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and shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

1.1 Association shall mean and refer to the non-profit Home-owners Association created for the purpose of exercising the functions of this Declaration.

1.2 Owner shall mean (a) Declarant; or (b) any person or persons being either (i) the grantee or grantees, as the case may be, of the fee simple estate by conveyance in a lot and their successors and assigns; or (ii) the purchasers, under any executory contract of sale, in a lot within Rancho Bel Air Unit 2. Unless the context otherwise requires, the term "owner" shall include the family, invitees, licensees and lessees of any owner, but shall not include those having such interest merely as security for the performance of any obligation.

1.3 Properties shall mean and refer to that certain real property described in Article II and such additions thereto as hereafter may be annexed and made subject to this Declaration and the jurisdiction of the Association pursuant to Article II hereof.

1.4 Phase I shall mean and refer to that certain real property described on Exhibit "A" and referred to in Article II hereof.

1.5 Common Area shall mean and refer to streets, parkways, medians, planting areas, entrance and guardhouse areas, and such other areas of land as appears on the property described as "existing property" in Article II and such other additions thereto as may hereafter be brought within the terms of this Declaration.

1.6 Lot shall mean and refer to any plot of land shown upon any recorded subdivision map of the properties with the exception of the common area.

1.7 Declarant shall mean and refer to RANCHO BEL AIR PARTNERSHIP, a Nevada partnership, composed of B.J.A. DEVELOPMENT CORPORATION OF NEVADA and RANCHO BEL AIR DEVELOPMENT PARTNERSHIP, and the undersigned lot owners, their successors and assigns, if such successors or assigns should acquire more than one (i) undeveloped lot from Declarant for the purpose of development.

1.8 Member shall mean and refer to every person or entity who holds membership in the Association.

1.9 Wherever the words "deed of trust" are used herein, they shall mean and be synonymous with the word "mortgage", and the same shall be used interchangeably with the same meaning; and likewise,

the word "beneficiary" shall be synonymous with the word "mortgagee", and the word "trustor" shall be synonymous with the word "mortgagor".

1.10 Single-Family Residence shall mean and refer to any single-family residential dwelling located on a lot and designed and intended for use and occupation by not more than one family.

1.11 Supplemental Declaration shall mean any declaration of covenants, conditions and restrictions which may be recorded by Declarant pursuant to Article II hereof.

1.12 Architectural Committee shall mean the committee created pursuant to Article V hereof, and the terms "architectural committee" and "architectural control committee" may be used interchangeably herein.

#### ARTICLE II

##### PROPERTY SUBJECT TO THIS DECLARATION AND ADDITIONS THERETO

2.1 Phase I. The real property which is, and shall be held, transferred, sold, conveyed and occupied subject to this Declaration is located in the County of Clark, State of Nevada, and is more particularly described as Amended Rancho Bol Air Unit 2, as shown by map thereof on file in Book 21 of Plats, Page 36, Clark County, Nevada Recorder, all of which property shall hereafter be referred to as Phase I.

2.2 Additions to Phase I. Additional real property may be annexed to Phase I and become subject to this Declaration by any of the methods set forth hereinafter.

2.3 Additions by Declarant. If Declarant shall develop or cause to be developed additional real property within the area described in Exhibit "B" attached hereto and incorporated herein by this reference, Declarant shall have the right to annex such additional real property to Phase I and to bring such real property within the general plan and scheme of this Declaration without the approval of the Association, its board of directors or members; provided, however, that said right of Declarant shall terminate on January 1, 1989.

2.4 Other Additions. In addition to the provision for annexation specified in Section 2.3 above, additional real property may be annexed to Phase I and brought within the general plan and scheme of this Declaration upon the approval by vote or written consent of members entitled to exercise not less than two-thirds (2/3) of the voting powers of each class of membership of the association. Upon obtaining the requisite approval pursuant to this Section 2.4, the owner of any real property who desires to annex it to Phase I and add it to the general plan and scheme of this Declaration and subject it to the jurisdiction of the Association shall file of

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record a supplemental declaration as more particularly described in Section 2.5 below.

2.5 Supplemental Declaration. The additions authorized under Sections 2.3 and 2.4 hereof shall be made by filing of record a supplemental declaration, or other similar instrument, with respect to the additional real property which shall be executed by Declarant or the owner thereof shall extend the general plan and scheme of this Declaration to such real property. The filing of record of said supplemental declaration shall constitute and effectuate the annexation of the additional real property described therein, and thereupon said real property shall become and constitute a part of Rancho Bel Air Unit 2, become subject to this declaration and encompassed within the general plan and scheme of the covenants, conditions and restrictions contained herein, and become subject to assessment by the Association and to the functions, powers and jurisdiction of the Association, and the owners of lots in said real property shall automatically become members of the Association.

Such supplemental declaration may contain such additions and modifications of the covenants, conditions and restrictions contained in this Declaration as may be necessary to reflect the different character, if any, of the added real property, or as Declarant may deem appropriate in the development of such real property, and as are not inconsistent with the general plan and scheme of this Declaration. In no event, however, shall such supplemental declaration revoke, modify or add to the covenants, conditions and restrictions established by this Declaration as the same pertain to Phase I, except as hereinafter may be provided.

2.6 Conveyance of Common Area. Declarant covenants that it will convey title to the common area to the Association prior to or concurrently with the conveyance of the first lot to a purchaser from the Declarant. This provision shall apply to each property annexed and made subject to this Declaration, whether by staged development or future annexations.

#### ARTICLE III

#### USE RESTRICTIONS

In addition to all other covenants contained herein, the use of the properties and each lot therein is subject to the following:

3.1 None of the lots shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any such lot other than a single family residence. Nothing in this declaration shall prevent an owner from leasing his



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residence. However, all leases shall have a term of not less than six months, leases shall be in writing and any tenant shall abide by and be subject to all provisions of this Declaration.

3.2 Side and rear walls shall not exceed six (6) feet in height from zero grade level unless approved in writing by the Architectural Committee pursuant to Article V. Front walls, from front set back line shall not exceed three (3) feet in height from zero grade level unless approved in writing by the Architectural Committee pursuant to Article V.

3.3 No lot shall ever be used or caused to be used or allowed or authorized in any way, directly or indirectly, for any business, commercial, manufacturing, mercantile, storing, vending or other such non-residential purposes, except Declarant may use any lot owned by it for a model home site, and display and sales office.

3.4 No sign or billboard of any kind shall be displayed to the public view on any portion of the properties, or any lot, except one (1) 18" x 24" sign for each lot, advertising such lot for sale or rent, except for signs, billboards and other advertising devices or structures used by Declarants in connection with the development, subdivision, advertisement and sale of the properties and the lots.

3.5 No noxious or offensive activity shall be carried on upon any lot or any part of the properties, nor shall anything be done thereon which may be, or may become a nuisance to the neighborhood, or which shall in any way interfere with the quiet enjoyment of each of the owners of his respective dwelling unit, or which shall in any way increase the rate of insurance

3.6 No animals, fowl, reptiles or poultry shall be kept within a lot, except that domestic dogs, cats, birds and fish may be kept; however the same shall not be bred or raised thereon for commercial purposes or in unreasonable quantities. All animals must be kept on a leash if allowed off an owner's lot.

3.7 No oil drilling, oil development operations, oil refining, quarrying, or mining operations of any kind, shall be permitted upon or in the properties, nor shall oil wells, tanks, tunnels, or mineral excavations or shafts be permitted upon or in the surface of the properties. No derrick or other structure designed for use in boring for water, oil or natural gas shall be erected, maintained or permitted upon the properties.

3.8 All clotheslines and storage areas shall be prohibited upon the properties, unless obscured from view of adjoining lots and streets by a wall or appropriate screen approved by the Architectural Control Committee. Air conditioning units whether roof mounted or ground level shall be concealed so as not to be visible from adjoining lots.

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3.9 Aluminum foil, milar, mirrors or other similar marterial shall not be used to cover windows, nor shall reflective windows be installed unless approved, in writing, by the Architectural Committee.

3.10 No structure of a temporary character, whether a mobile home, house trailer, basement, tent, shack, garage, barn or other out-building shall be kept, stored or used on the properties at any time as a residence, either temporarily or permanently. Trailers, boats or similar vehicles may be stored or parked on a lot, provided it is within an enclosed garage or carport or screened area. This restriction shall not apply to sales and construction trailers used by Declarants or their agents during the construction and sales period of lots within the properties. No vehicle of any kind may be repaired or serviced on any lot unless said vehicle is screened or concealed. The commercial repair or servicing of vehicles is expressly prohibited.

3.11 No radio or television receiving or transmitting antennae or external apparatus shall be installed on the properties, where they may be visible from the adjoining lots or streets.

3.12 Unless otherwise approved, in writing by the Architectural Committee, no building shall be erected or located on any lot nearer than thirty (30) feet from the front curb line (back of face of curb) of the property; side set back shall be ten (10) feet from property lines, except where side yards abut street rights of ways, the set back shall be fifteen (15) feet; rear lot lines shall be as permitted by the ordinances and regulations of the City of Las Vegas. Free standing garages shall not be erected closer than five (5) feet to the rear or side property line. For purposes of this Section 3.12, eaves, steps and open patios shall not be considered as a part of a building.

3.13 No parking stalls, carports or garages situated on any lot shall be converted to any other use unless consented to in writing by the Architectural Control Committee.

3.14 No lumber, metals, bulk materials, refuse or trash shall be kept, stored or allowed to accumulate on any lot, except building materials during the course of any approved construction. If trash or other refuse is to be disposed of by being picked up, containers may be placed in the open for not more than twelve (12) hours before the pick up is to be made. After pick up or disposal, containers shall be removed from public view within twelve (12) hours.

3.15 All buildings erected or constructed on any lot shall conform to the ordinances and statutes pertaining thereto.

3.16 No residence containing less than 2,500 square feet of livable floor area shall be erected or permitted and no multi-level dwellings shall contain less than a 2,000 square foot ground floor.

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Such floor area shall be exclusive of attached garage and open entries, porches, patio or basement. The 2,500 square feet minimum required floor area shall be deemed to include the total livable enclosed floor area of the residence.

3.17 Easements for installation and maintenance of the utilities, sewer pipelines and facilities and drainage facilities over and in the properties, and all pipelines and other facilities located and to be located in said easements (together with the right of egress and ingress in connection therewith) are reserved as shown on the recorded map of the properties.

3.18 During reasonable hours and after reasonable notice, any agent of Declarant, so long as it is an owner of at least twenty-five (25%) percent of the lots, or the Association, shall have the right to enter upon and inspect lots for the purpose of ascertaining whether or not the provisions of this Declaration are being complied with and shall not be deemed guilty of trespass by reason thereof.

3.19 Breach of any of the covenants in this Article III shall not defeat or render invalid the lien of any mortgage or deed of trust made in good faith and for value as to said lots or property, or any part thereof, but such provisions, restrictions or covenants shall be binding and effective against any owner of said property whose title thereto is acquired by foreclosure, trustee's sale or otherwise.

3.20 Except as they are installed by the Declarant in the initial construction of the homes and improvements thereto, no additions, remodeling, fences or walls shall be commenced or erected without prior written approval of the Architectural Committee as set forth in Article V of this Declaration.

#### ARTICLE IV

##### HOMEOWNERS ASSOCIATION

4.1 Organization. The Association shall be a nonprofit Nevada corporation charged with the duties and invested with the powers prescribed by law and set forth in the articles, by-laws and this Declaration. Neither the articles nor by-laws shall, for any reason, be amended or otherwise changed or interpreted so as to be inconsistent with this Declaration.

4.2 Membership. Every owner of a lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any lot which is subject to assessment.

(a) Voting. The Association shall have two (2) classes of voting membership:

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Class A: Class A members shall be all owners with the exception of the Declarant and shall be entitled to one vote for each lot owned. ~~When more than one (1) person holds an interest in any lot, all such persons shall be members. The vote for such lot shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any lot. No fractional votes may be cast.~~

Class B: The Class B member(s) shall be the Declarant and shall be entitled to three (3) votes for each lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of any of the following events, whichever occurs earlier:

- (1) When the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership.
- (2) On January 1, 1985.

(b) Joint Owner Disputes. The vote for each such lot shall, if at all, be cast as a single vote, and fractional votes shall not be allowed. In the event that joint owners are unable to agree among themselves as to how their vote or votes shall be cast, they shall lose their right to vote on the matter in question. If any owner casts a vote representing a certain lot, it will thereafter be conclusively presumed for all purposes that he or they were acting with the authority and consent of all other owners of the same lot.

4.3 Meetings. Not later than the earlier of (1) forty-five (45) days after the closing of the sale of the lot which represents the fifty-first (51%) percentile interest authorized for sale under the first public report for Rancho Bel Air Unit 2; or (2) six (6) months after the sale of the first lot in Rancho Bel Air Unit 2, a special meeting shall be held at which members of the board of the Association shall be elected by a vote of the then members of the Association. The presence at any meeting, in person or by proxy, of the members entitled to vote at least fifty (50%) percent of the total votes shall constitute a quorum. If any meeting cannot be held because a quorum is not present, the members present, either in person or by proxy, may, as otherwise provided by law, adjourn the meeting to a time not less than five (5) days nor more than thirty (30) days from the time the original meeting was called, at which meeting the quorum requirement shall be the members entitled to vote at least twenty-five (25%) percent of the total votes.

The president of the Association (or any vice president in his absence) shall act as chairman of all meetings of the members and

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the secretary of the Association (or an assistant secretary thereof in his absence) shall act as secretary of all such meetings.

At each annual meeting, the board shall present a written statement of assessment and common expenses, itemizing receipts and disbursements for the preceding calendar year. Within ten (10) days after the date set for each annual meeting, such statement shall be delivered to the members not present at said meeting.

4.4 Duties of Association. In addition to the duties and powers enumerated in its Articles of Incorporation and by-laws, or elsewhere provided for herein, and without limiting the generality thereof, the Association shall:

(a) Own, maintain, improve, construct, reconstruct, (in the event of deterioration or destruction) and manage all of the common area and all facilities, improvements and landscaping thereof, and all property acquired by the Association, and to pay all the costs thereof. In the event of damage or destruction to the common area, all available insurance proceeds shall be used for the repair or reconstruction of the common area, and, if such insurance proceeds are insufficient, special assessment pursuant to Section 4 of Article VII herein, may be levied.

(b) Pay all real and personal property taxes and other charges assessed against the common area.

(c) Have the authority to obtain, for the benefit of the common area, all water, gas and electric, sewer and drain service, refuse collection, and street maintenance.

(d) Grant easements where necessary for utilities and sewer facilities over the common area.

(e) Maintain hazard and liability insurance and such other policy or policies of insurance as the Board of Directors of the Association deems necessary or desirable in furthering the purposes of and protecting the interests of the Association and its members.

(f) Have the authority to employ a manager or other persons and to contract with independent contractors or managing agents to perform all or any part of the duties and responsibilities of the Association, provided that any such contract with a person or firm appointed shall not exceed one (1) year in term unless approved by the vote of a majority of the members of the Association.

(g) Enforce applicable provisions of this Declaration and the by-laws of the Association and to establish and enforce uniform rules and regulations pertaining to the use of the private streets, and other common areas or facilities.

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(h) Have the right to enter upon any privately owned lot (but not the interior of any dwelling without consent of owner) where necessary in connection with construction, maintenance or repair of the common area or facilities.

(i) Architectural Committee. To appoint and remove members of the architectural committee as provided in Article V hereof, and to insure that at all reasonable times there is available a duly constituted and appointed architectural committee.

(j) Enforcement of Restrictions and Rules. To perform such other acts, whether or not expressly authorized by the Rancho Bel Air Unit 2 restrictions, as may be reasonably necessary to enforce any of the provisions of the Rancho Bel Air Unit 2 restrictions and the architectural committee rules.

(k) Review annually all insurance policies and bonds maintained by the Association.

(l) Enter into contracts, either singularly or jointly, with similar associations for maintenance of the common areas, security guard service, accounting, legal and other services necessary to carry out the purposes of this declaration.

(m) Grant non-exclusive easements over the common areas to adjoining subdivisions.

(n) No member of the board, nor any agent, representative or employee of the Association shall be personally liable to any owner or to any other party for any damage, loss or prejudice suffered or claimed on account of any act or omission of the Association, the board or any other agents, representatives or employees of the Association, or the architectural committee, provided that such board member or other person has, upon the basis of such information as may be possessed by him, acted in good faith.

4.5 Lots Abutting Mesquite Avenue & Rancho Drive. Owners of lots abutting Mesquite Avenue or Rancho Drive shall maintain exterior walls and grounds facing said streets; should they fail to do so, the Association may proceed in accordance with this Declaration.

#### ARTICLE V

#### ARCHITECTURAL CONTROL COMMITTEE

5.1 Architectural Approval. No building, fence, wall, sign or other structure, or exterior addition to or change or alteration thereof (including painting or landscaping) shall be commenced constructed, erected, placed, altered, maintained, or permitted to remain on the lots and common area until plans and specifications showing plot layout and all exterior elevations, with materials and colors therefor and structural design and landscaping, shall have been submitted to or approved in writing by an architectural control



committee composed of three (3) persons initially to be appointed by the Declarant ("architectural committee"). No carport structure shall be permitted or constructed. No structure shall be improved with a rock roof or composition shingle roof. All walls shall be of block construction. Design and location of mail receptacles shall be subject to this Article. All plans and specifications shall be submitted in writing over the signature of the owner of the property or its authorized agent. Approval shall be based, among other things, on adequacy of site dimensions; adequacy of structural design and materials; conformity and harmony of external design with neighboring structures; effect of location and use of improvements on neighboring property, improvements, operations and uses; relation to topography, grade and finished ground elevation of the property being improved to that of neighboring property; proper facing of main elevations with respect to nearby streets; preservation of natural view and esthetic beauty; and conformity of the plans and specifications to the purpose and general plan and intent of this Declaration. In any event, the architectural committee shall have the right to require any member to remove, trim, top or prune any shrub, tree or hedge which such committee reasonably believes impedes the view of any lot.

5.2 Term of Architectural Committee Appointed by the Declarant. The architectural committee appointed by Declarant pursuant to Section 5.1 above shall remain in office until the happening of any of the following events, whichever occurs earlier:

(a) When one hundred (100%) percent of the lots within Rancho Bel Air Unit 2 and such additional properties as may be annexed thereto have been sold.

(b) On January 1, 1989.

From and after the happening of these events, which occurs earlier, the architectural committee shall be composed of a board of the Association or by three (3) or more representatives appointed by the board who shall be members of the Association.

5.3 Failure to Approve or Disapprove Plans and Specifications. In the event the architectural committee, or its designated representative, fails to either approve or disapprove such plans and specifications within thirty (30) days after the same have been submitted to it, it shall be conclusively presumed that the architectural committee has approved such plans and specifications. All improvement work approved by the architectural committee shall be diligently completed.

5.4 No Liability. Neither Declarant, the Association nor the architectural committee, nor the members thereof, shall be liable in damages to anyone submitting plans or specifications to them for approval, or to any owner of property affected by these restrictions

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by reason of mistake in judgment, negligence or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve or disapprove any such plans or specifications. Every such person who submits plans or specifications to the architectural committee for approval agrees, by submission of such plans and specifications, and every owner of any of said property agrees that he will not bring any action or suit against Declarant, the Association, the architectural committee, or any of the members thereof to recover any such damages.

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5.5 Notice of Noncompliance or Noncompletion. Notwithstanding anything to the contrary contained herein, after the expiration of one (1) year from the date of issuance of a building permit by municipal or other governmental authority for any improvement, said improvement shall, for the benefit of purchasers and encumbrances in good faith and for value, be deemed to be in compliance with all provisions of this Article V, unless actual notice of such noncompliance or noncompletion, executed by the architectural committee or its designated representatives, shall appear of record in the Office of the County Recorder of Clark County, Nevada, or unless legal proceedings shall have been instituted to enforce compliance or completion.

5.6 Rules and Regulations. The architectural committee may from time to time, in its sole discretion, adopt, amend and repeal rules and regulations interpreting and implementing the provisions hereof.

5.7 Variances. Where circumstances, such as topography, location of property lines, location of trees, or other matters require, the architectural committee, by the vote or written consent of a majority of the members thereof, may allow reasonable variances as to any of the covenants, conditions or restrictions contained in this Declaration under the jurisdiction of such committee, on such terms and conditions as it shall require; provided, however, that all such variances shall be in keeping with the general plan for the improvement and development of the property.

#### ARTICLE VI

##### PROPERTY RIGHTS

6.1 Owner's Easements of Enjoyment. Every owner shall have a right and easement of ingress and egress and of enjoyment in and to the common area, including private street areas, which shall be appurtenant to and shall pass with the title to every lot, subject to the following provisions.

(a) The right of the Association to dedicate or transfer all or any part of the common area to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication, transfer or

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conveyance shall be effective unless an instrument signed by members entitled to cast two-thirds (2/3) of the votes of each class of membership has been recorded agreeing to such dedication, transfer or conveyance, and unless written notice of the proposed action is sent to every member not less than thirty (30) nor more than sixty (60) days in advance thereof.

(b) The right of the Association to establish uniform rules and regulations pertaining to the use of the common areas.

(c) The right of the Association, in accordance with its articles and by-laws, to borrow money for the purpose of improving or reconstructing the common area and facilities thereof and in aid thereof, to mortgage said property upon the vote or written assent of two-thirds (2/3) of each class of membership. At such time as the Class B membership ceases and is converted to Class A membership, no right authorized by this subparagraph (c) may be exercised except upon the vote or written assent of two-thirds (2/3) of the entire membership.

6.2 Waiver of Use. No member may exempt himself from personal liability for assessment duly levied by the Association, nor release the lot owned by him from the liens and charges hereof, by waiver of the use and enjoyment of the private streets and other common areas or by abandonment of his lot.

#### ARTICLE VII

##### COVENANT FOR MAINTENANCE ASSESSMENTS

7.1 Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each lot owned by it, hereby covenants, and each owner of any lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorney's fees, shall also be the personal obligation of the person who was the owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

7.2 Purpose of Assessments. The assessments levied by the Association shall be used for the purpose of operating the Association for the benefit, welfare and enjoyment of its members, and in this connection, for the maintenance and improvement of the common area and the facilities thereon, and to provide funds for the Association

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to carry on its duties set forth herein or in its articles or by-laws.

7.3 Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first lot to an owner, the maximum annual assessment shall be \$1,200.00 per lot, payable \$100.00 per month.

(a) From and after January 1, of the year immediately following the conveyance of the first lot to an owner, the maximum annual assessment may be increased each year not more than ten (10%) percent above the maximum assessment for the previous year without a vote of the membership.

(b) From and after January 1 of the year immediately following the conveyance of the first lot to an owner, the maximum annual assessment may be increased above ten (10%) percent by the vote or written assent of two-thirds (2/3) of each class of members.

(c) The Board of Directors may fix the annual assessment at any amount not in excess of the maximum.

7.4 Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the common area, including fixtures and personal property related thereto, provided that any such assessment shall have the vote or written assent of two-thirds (2/3) of each class of members. At such time as the Class B membership ceases and is converted to Class A membership, any such assessment shall have the vote or written assent of two-thirds (2/3) of the Class A membership.

7.5 Notice and Quorum for any Action Authorized under Sections 7.3 and 7.4. Any action authorized under Sections 7.3 and 7.4 shall be taken at a meeting called for that purpose, written notice of which shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. If the proposed action is favored by a majority of the votes cast at such meeting, but such vote is less than the requisite two-thirds (2/3), members who were not present in person or by proxy may give their assent in writing provided the same is obtained by the appropriate officers of the Association not later than thirty (30) days from the date of such meeting. At the first such meeting called for any action authorized under Sections 7.3 and 7.4 above, the presence at the meeting of members or proxies entitled to cast two-thirds (2/3) of the votes of each class of membership shall constitute a quorum. If the required quorum is not present at such meeting, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum

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at the preceeding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

7.6 Uniform Rate of Assessment. Both annual and special assessment must be fixed at a uniform rate for all lots and may be collected on a monthly basis.

7.7 Date of Commencement of Annual Assessments, Due Dates. The annual assessments provided for herein shall commence as to all lots on the first day of each month following the conveyance of the first lot to an owner. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The board of directors shall fix the amount of the annual assessment against each lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every owner subject thereto. The due dates shall be established by the board of directors. The regular assessments as to the property brought under this Declaration by annexation shall commence with respect to all lots within such property on the first day of the month following the conveyance of the first lot to an owner.

7.8 Certificate of Payment. The Association shall, upon demand, furnish to any owner liable for said assessment, a certificate in writing signed by an officer of the Association, setting forth whether the regular and special assessments on a specified lot have been paid and the amount of the delinquency, if any. A reasonable charge may be made by the board for the issuance of these certificates. Such certificates shall be conclusive evidence of payment of any assessment therein stated to have been paid.

7.9 Effect of Nonpayment of Assessments; Remedies. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of ten percent (10%) per annum. Suit to recover a money judgment for unpaid assessments may be maintained against the owner personally obligated to pay the same without foreclosing or waiving the lien securing said assessment. The Association may enforce the lien by sale in accordance with the provisions of N.R.S. 278A 150-170 inclusive or by civil suit or in any other manner permitted by law. The chairman and in his absence the vice-chairman of the board of directors is designated trustee for the purposes of exercising the power of sale provisions contemplated by N.R.S. 278A 150-170 inclusive. The Association through duly authorized agents shall have the power to bid on the lot at any such sale and to hold, lease, mortgage and convey the same. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the common area or abandonment of his lot.

If any suit or action is brought to collect any such charge, then there shall be added to the amount thereof costs of suit and reasonable attorney's fees to be fixed by the court and included in any judgment in any such suit or action.

7.10 Notice of Lien. No action shall be brought by the Association to foreclose said assessment lien or to proceed under the power of sale herein provided until thirty (30) days after the date a notice of claim of lien is deposited in the United States mail, certified or registered, postage prepaid, to the owner of said lot, and a copy thereof is recorded by the Association in the office of the County Recorder in which the properties are located; said notice of claim shall contain a sufficient legal description of any such lot, the record owner or reputed owner thereof, the amount claimed (which may at the Association's option include interest on the unpaid assessment at ten percent (10%) per annum, plus reasonable attorney's fees and expenses of collection in connection with the debt secured by said lien), and the name and address of the Association. Upon the timely curing of any default for which a notice of claim or lien was filed by the Association, any two of the officers thereof are hereby authorized to file or record, as the case may be, an appropriate release of such notice, upon payment by the defaulting owner, of a reasonable fee, to be determined by the Association, to cover the costs of preparing and filing or recording such release.

7.11 Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any purchase money first mortgage. Sale or transfer of any lot shall not affect the assessment lien. However, the sale or transfer of any lot pursuant to mortgage foreclosures or any proceeding in lieu thereof by the holder of a purchase money first mortgage, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such lot from liability for any assessments thereafter becoming due or from the lien thereof.

7.12 Mortgage Protection. No breach of the covenants, conditions or restrictions in this Declaration, nor the enforcement thereof or of any lien provision herein, shall defeat or render invalid the lien of any purchase money first mortgage or deed of trust made in good faith and for value. However, all of the covenants, conditions and restrictions in this Declaration shall be binding upon any owner whose title is derived through foreclosure or exercise of a power of sale, or otherwise.

7.13 Individual Assessment. Whenever under any provision of this Declaration, an owner shall be obligated to do any act or thing or to refrain from doing any act or thing, the Association



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shall be entitled, but shall not be obligated, to do any act or thing required of the owner, or to do anything necessary to rectify any action by an owner in violation of these covenants, conditions and restrictions, all on behalf of and at the cost and for the account of said owner, and in such event the Association may levy an individual special assessment against such owner to reimburse the Association for the cost thereof.

ARTICLE VII  
GENERAL PROVISIONS

8.1 Enforcement. The Association, or any owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

8.2 Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

8.3 Term and Amendment. The covenants and restrictions of this Declaration shall run with and bind the properties and shall inure to the benefit of and be enforceable by the Association, its legal representatives, successors and assigns, until December 1, 2001, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended by an instrument signed by not less than seventy-five (75%) percent of the lot owners. Any amendment must be recorded.

8.4 Mergers or Consolidations. Upon a merger, consolidation, reorganization, or association of the Association with another association, as provided by agreement or declaration, its properties, rights and obligations may be transferred to another surviving, consolidated or reorganized association or, alternatively, the properties, rights and obligations of another association may be added to the properties, rights and obligations of the Association as a surviving, consolidated or reorganized corporation. The surviving, consolidated or reorganized association may administer the covenants and restrictions established by this Declaration, together with the covenants and restrictions established upon any other properties as one scheme.

8.5 Notices. Any notice permitted or required to be delivered as provided herein shall be in writing and may be delivered either personally or by mail. If delivery is made by mail, it shall be deemed to have been delivered forty-eight (48) hours after a copy of the same has been deposited in the United States mail with postage thereon fully prepaid and addressed to any person at the -

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address given by such person to the Association for the purpose of service of such notice, or to the residence of such person if no address has been given to the Association. Such address may be changed from time to time by notice in writing to the Association.

8.6 Enforcement and Nonwaiver.

(a) Right of Enforcement. Except as otherwise provided herein, any owner of any lot within Rancho Bel Air Unit 2 shall have the right to enforce any or all of the provisions of the Rancho Bel Air restrictions upon any property within Rancho Bel Air Unit 2 and the owners thereof and any such properties as may be annexed.

(b) Violations and Nuisance. Every act or omission whereby any provision of the Rancho Bel Air Unit 2 restrictions is violated in whole or in part is hereby declared to be a nuisance and may be enjoined or abated, whether or not the relief sought is for negative or affirmative action by Declarant or the Association or any owners of lots within Rancho Bel Air Unit 2. However, any other provisions to the contrary notwithstanding, only Declarant, the Association, the board or duly authorized agents of any of them may enforce, by self-help, any of the provisions of the Rancho Bel Air Unit 2 restrictions, and only if such self-help is preceded by reasonable notice to the owner involved.

(c) Violation of Law. Any violation of any state, municipal or local law, ordinance or regulation pertaining to the ownership, occupation or use of any property within Rancho Bel Air Unit 2 is hereby declared to be a violation of the Rancho Bel Air Unit 2 restrictions and subject to any or all of the enforcement procedures set forth in said restrictions.

(d) Captions. All captions and titles used in this declaration are intended solely for convenience or reference and shall not affect that which is set forth in any of the provisions hereof.

(e) No Rights Given to the Public. Nothing contained in this Declaration shall be deemed to be a gift or dedication of any portion of Rancho Bel Air Unit 2 to the general public or for any public use or purpose.

8.7 Rancho Bel Air Unit 1 Merger - Effect. Prior to the filing of this Declaration, the RANCHO BEL AIR PARTNERSHIP entered into a written agreement with the RANCHO BEL AIR PROPERTY OWNERS ASSOCIATION NO. 1, INC., whereby the public rights of way as to streets within said Unit 1 were vacated. A purpose of said vacation was to unify the entire Rancho Bel Air Subdivision as a private secured community. In partial consideration of said vacation and certain easements granted to said partnership for the benefit of the entire Rancho Bel Air Subdivision, it is agreed and covenanted that should the Association and the Rancho Bel Air Property Owners Association Unit NO. 1, Inc. merge, all lots in

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the Rancho Bel Air Subdivision shall be subject to an assessment in accordance with Article VII herein equal to the number of non-paying lots in Unit 1, (not to exceed eight lots in number) divided by the total number of lots (subject to assessment) in the entire Rancho Bel Air Subdivision.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal this 1st day of August, 1978.

RANCHO BEL AIR, a General Partnership

BY: B. J. A. DEVELOPMENT CORPORATION  
OF NEVADA, a Nevada corporation  
BY: Al P. Brende, Jr.  
AL P. BRENDE, JR.

BY: RANCHO BEL AIR DEVELOPMENT,  
a partnership  
BY: C. J. Sommers  
C. J. SOMMERS, AGENT  
BY: Barry W. Becker  
BARRY W. BECKER, AGENT

B. J. A. DEVELOPMENT CORPORATION OF NEVADA, a Nevada corporation  
BY: Al P. Brende, Jr.  
AL P. BRENDE, JR.

RANCHO BEL AIR DEVELOPMENT, a Partnership  
BY: C. J. Sommers  
C. J. SOMMERS, AGENT  
BY: Barry W. Becker  
BARRY W. BECKER, AGENT

----- LOT OWNERS -----  
Joel P. Austin  
JOEL P. AUSTIN  
Peter M. Thomas  
PETER M. THOMAS

Sam Iacovetto  
SAM IACOVETTO  
Al P. Brende, Jr.  
AL P. BRENDE, JR.

Melba Austin  
MELBA AUSTIN  
Nancy P. Thomas  
NANCY P. THOMAS  
Billie Ann Iacovetto  
BILLIE ANN IACOVETTO  
Vicki G. Brende  
VICKI G. BRENDE

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STATE OF NEVADA

COUNTY OF CLARK

ss.

On this 3rd day of August, 1978, personally appeared before me, a

Notary Public in and for said Clark County, Al P. Brende, Jr., C. J. Sommers  
and Barry W. Becker for said General Partnershipknown to me to be the person described in and who executed the foregoing instrument, who acknowledged to me  
that they executed the same freely and voluntarily and for the uses and purposes therein mentioned.

WITNESS my hand and official seal.

Notary Public-State of Nevada  
CLARK COUNTY  
Alice Hoffman  
My Commission Expires Mar. 20, 1982

NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE

MY COMMISSION EXPIRES: \_\_\_\_\_

STATE OF NEVADA

COUNTY OF CLARK

ss.

On this 3rd day of August, 1978, personally appeared before me, a

Notary Public in and for said Clark County, Al P. Brende, Jr. for said

Corporation

known to me to be the person described in and who executed the foregoing instrument, who acknowledged to me  
that he executed the same freely and voluntarily and for the uses and purposes therein mentioned.

WITNESS my hand and official seal.

Notary Public-State of Nevada  
CLARK COUNTY  
Alice Hoffman  
My Commission Expires Mar. 20, 1982

NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE

MY COMMISSION EXPIRES: \_\_\_\_\_

STATE OF NEVADA

COUNTY OF CLARK

ss.

On this 3rd day of August, 1978, personally appeared before me, a

Notary Public in and for said Clark County, C. J. Sommers and Barry W. Becker,

Agents of said Partnership

known to me to be the person described in and who executed the foregoing instrument, who acknowledged to me  
that they executed the same freely and voluntarily and for the uses and purposes therein mentioned.

WITNESS my hand and official seal.

Notary Public-State of Nevada  
CLARK COUNTY  
Alice Hoffman  
My Commission Expires Mar. 20, 1982

NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE

MY COMMISSION EXPIRES: \_\_\_\_\_

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STATE OF NEVADA  
COUNTY OF CLARK

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On this 4th day of August, 1978, personally appeared before me, a Notary Public in and for said Clark County, Joel P. Austin and Melba Austin

known to me to be the persons described in and who executed the foregoing instrument, who acknowledged to me that they executed the same freely and voluntarily and for the uses and purposes therein mentioned.

WITNESS my hand and official seal.  
Notary Public - State of Nevada  
CLARK COUNTY  
Alice Hoffman  
My Commission Expires Mar. 20, 1982

Alice Hoffman  
NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE

MY COMMISSION EXPIRES: \_\_\_\_\_

STATE OF NEVADA  
COUNTY OF CLARK

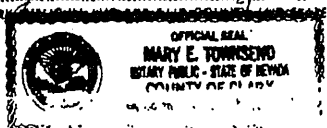
On this 28th day of August, 1978, personally appeared before me, a Notary Public in and for said CLARK County, PETER M. THOMAS AND NANCY P. THOMAS

known to me to be the persons described in and who executed the foregoing instrument, who acknowledged to me that they executed the same freely and voluntarily and for the uses and purposes therein mentioned.

WITNESS my hand and official seal.

Mary E. Townsend  
NOTARY PUBLIC

MY COMMISSION EXPIRES: July 11, 1980



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STATE OF NEVADA

COUNTY OF CLARK

On this 3rd day of August, 1978, personally appeared before me, a

Notary Public in and for said Clark County, Al P. Brende, Jr. and

Vicki G. Brende

known to me to be the person(s) described in and who executed the foregoing instrument, who acknowledged to me that s/he executed the same freely and voluntarily and for the uses and purposes therein mentioned.

WITNESS my hand and official seal.



Notary Public - State of Nevada

CLARK COUNTY

Alice Hoffman

My Commission Expires Mar. 20, 1982

*Alice Hoffman*  
NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE

MY COMMISSION EXPIRES: \_\_\_\_\_

RETURN TO:  
LAWYERS TITLE OF LAS VEGAS, INC.

INST. NO. 902682  
OFFICIAL RECORDS BOOK NO. 943  
RECORDED AT REQUEST OF  
LAWYERS TITLE OF LAS VEGAS, INC.

SEP 14 9 24 AM '78

CLARK COUNTY NEVADA  
JOAN L. SWIFT RECORDER

FEE 22.00 DEPUTY *ma*

*27*





20040726-0001323

Fee: \$29.00

07/26/2004 09:42:30 T20040067744

Re: LEGAL WINGS

Frances Deane

Clark County Recorder Pgs: 16

16

**2004 Amended Declaration of Conditions, Covenants and  
Restrictions of  
Rancho Bel Air Homeowners Association**

**Revised  
July 2004**

**DECLARATION OF  
CONVENANTS, CONDITIONS AND RESTRICTIONS**

**OF**

**RANCHO BEL AIR UNIT 1, 2, 3, & 4**

THIS DECLARATION made this 1<sup>st</sup> day of August, 1978, by RANCHO BEL AIR PARTNERSHIP, a Nevada partnership, and the undersigned lot owners, hereinafter collectively called "Declarant." And amended In July of 2001.

**PREAMBLE**

A. Declarant is the owner of real property described in Article II of this Declaration and desires to create thereon a residential community with private streets, common areas and facilities for the benefit of said community; and

B. Declarant desires to provide for this preservation of the values and amenities in said community and for the maintenance of the private streets, other common areas and facilities and to this end, desires to ultimately subject the properties described in Article II, together with such additions as may hereafter be made thereto, (as provided in Article II) to the covenants, restrictions, easements, charges and liens, hereinafter set forth, each and all of which is and are for the benefit of said property and each owner thereof; and

C. Declarant has deemed it advisable, for the efficient preservation of the values and amenities of said community to form an association to which should be delegated the powers of maintaining and administering the common properties and facilities and administering and enforcing the covenants and restrictions and collecting and disbursing the assessments and charges hereinafter created; and

D. Declarant has or will incorporate under the laws of the State of Nevada, a non profit Homeowners Association for the purpose of exercising the above functions aforesaid; and

E. Declarant hereby declares that all of the property described as Rancho Bel Air Units in Article II thereof, and such additions thereto, as may hereafter be brought within the terms of this declaration, shall be held, occupied, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

**ARTICLE I  
DEFINITIONS**

1.1 Association shall mean and refer to the non-profit Homeowners Association created for the purpose of exercising the functions of this Declaration.

1.2 Owner shall mean (a) Declarant; or (b) any person or persons being either (i) the grantee or grantees, as the case may be, of the fee simple estate by conveyance in a lot and their successors and assigns; or (ii) the purchasers, under any executory contract of sale, in a lot within Rancho Bel Air Unit 2. Unless the context otherwise requires, the term "owner" shall include the family, invitees, licensees and lessees of any owner, but shall not include those having such interest merely as security of the performance of any obligation.

1.3 Properties shall mean and refer to that certain real property described in Article II and such additions thereto as hereafter may be annexed and made subject to this Declaration and the jurisdiction of the Association pursuant to Article II hereof.

1.4 Phase I shall mean and refer to that certain real property described on Exhibit "A" and referred to in Article II hereof.

1.5 Common Area shall mean and refer to streets, parkways, medians, planting areas, entrance and guardhouse areas, and such other areas of land as appears on the property described as "existing property" in Article II and such other additions thereto as may hereafter be brought within the terms of this Declaration.

1.6 Lot shall mean and refer to any plot of land shown upon any recorded subdivision map of the properties with the exception of the common areas.

1.7 Declarant shall mean and refer to RANCHO BEL AIR PARTNERSHIP, a Nevada partnership, composed of B.L.A. DEVELOPMENT CORPORATION OF NEVADA and RANCHO BEL AIR DEVELOPMENT PARTNERSHIP, and the undersigned lot owners, their successors and assigns, if such successors and assigns, if such successors or assigns should acquire more than one (1) undeveloped lot from Declarant for the purpose of development.

1.8 Member shall mean and refer to every person or entity who holds membership in the Association.

1.9 Wherever the words "deed of trust" are used herein, they shall mean and be synonymous with the word "mortgage," and the same shall be used interchangeably with the same meaning; and likewise, the word "beneficiary" shall be synonymous with the word "mortgagee," and the word "trustor" shall be synonymous with the word "mortgagor."

1.10 Single-Family Residence shall mean and refer to any single-family residential dwelling located on a lot and designed and intended for use and occupation by not more than one family.

1.11 Supplemental Declaration shall mean any declaration of covenants, conditions and restrictions which may be recorded by Declarant pursuant to Article II thereof.

1.12 Architectural Committee shall mean the committee created pursuant to Article V hereof, and the terms "architectural committee" and "architectural control committee" may be used interchangeably herein.

## **ARTICLE II** **PROPERTY SUBJECT TO THIS DECLARATION** **AND ADDITIONS THERETO**

**2.1 Phase I.** The real property which is, and shall be held, transferred, sold, conveyed and occupied subject to this Declaration is located in the County of Clark, State of Nevada, and is more particularly described as Amended Rancho Bel Air Unit 2, as shown by map thereof on file in Book 21 of Plats, Page 36, Clark County, Nevada Recorder, all of which property shall thereafter be referred to as Phase I.

**2.2 Additions to Phase I.** Additional real property may be annexed to Phase I and become subject to this Declaration by any of the methods set forth hereinafter.

**2.3 Additions by Declarant.** If Declarant shall develop or cause to be developed additional real property within the area described in Exhibit "B" attached hereto and incorporated herein by this reference, Declarant shall have the right to annex such additional real property to Phase I and to bring such real property within the general plan and scheme of this Declaration without the approval of the Association, its board of directors or members; provided, however, that said right of Declarant shall terminate on January 1, 1989.

**2.4 Other Additions.** In addition to the provision for annexation specified in Section 2.3 above, additional real property may be annexed to Phase I, and brought within the general plan and scheme of this Declaration upon the approval by vote or written consent of members entitled to exercise not less than two-thirds (2/3) of the voting powers of each class of membership of the association. Upon obtaining the requisite approval pursuant to this Section 2.4, the owner of any real property who desires to annex it to Phase I and add it to the general plan and scheme of this Declaration and subject it to the jurisdiction of the Association shall file of record a supplemental declaration as more particularly described in Section 2.5 below.

**2.5 Supplemental Declaration.** The additions authorized under Sections 2.3 and 2.4 hereof shall be made by filing of record a supplemental declaration, or other similar instrument, with respect to the additional real property which shall be executed by Declarant or the owner thereof shall extend the general plan and scheme of this Declaration to such real property. The filing of record of said supplemental declaration shall constitute and effectuate the annexation of the additional real property described therein, and thereupon said real property shall become and constitute a part of Rancho Bel Air Unit 2, become subject to this declaration and encompassed within the general plan and scheme of the covenants, conditions and restrictions contained herein, and become subject to assessment by the Association and to the functions, powers and jurisdiction of the Association, and the owners of lots in said real property shall automatically become members of the Association.

Such supplemental declaration may contain such additions and modifications of the covenants, and restrictions contained in this Declaration as may be necessary to reflect the different character, if any, of the added real property, or as Declarant may deem appropriate in the development of such real property, and as are not inconsistent with the general plan and scheme of this Declaration. In no event, however, shall such supplemental declaration revoke, modify or add to the covenants, conditions and restrictions established by this Declaration as the same pertain to Phase I, except as hereinafter may be provided.

**2.6 Conveyance of Common Area.** Declarant covenants that it will convey title to the common area to the Association prior to or concurrently with the conveyance of the first lot to a purchaser from the Declarant. This provision shall apply to each property annexed and made subject to this Declaration, whether by staged development or future annexations.

### **ARTICLE III**

#### **USE RESTRICTIONS**

In addition to all other covenants contained herein, the use of the properties and each lot therein is subject to the following:

3.1 None of the lots shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any such lot other than a single-family residence. Nothing in this declaration shall prevent an owner from leasing his residence. However, all leases shall have a term of not less than six months, leases shall be in writing and any tenant shall abide by and be subject to all provisions of this Declaration.

3.2 Side and rear walls shall not exceed six (6) feet in height from zero grade level unless approved in writing by the Architectural Committee pursuant to Article V. Front walls, from front set back line shall not exceed three (3) feet in height from zero grade level unless approved in writing by the Architectural Committee pursuant to Article V.

3.3 No lot shall ever be used or caused to be used or allowed or authorized in any way, directly or indirectly, for any business, commercial, manufacturing, mercantile, storing, vending or other such non-residential purposes, except Declarant may use any lot owned by it for a model home site, and display and sales office.

3.4 No sign or billboard of any kind shall be displayed to the public view on any portion of the properties, or any lot, except one (1) 10" x 24" sign for each lot, advertising such lot for sale or rent, except for signs, billboards and other advertising devices or structures used by Declarants in connection with the development, subdivision, advertisement and sale of the properties and the lots.

3.5 No noxious or offensive activity shall be carried on upon any lot or any part of the properties, nor shall anything be done thereon which may be, or may become a nuisance to the neighborhood, or which shall in any way interfere with the quiet enjoyment of each of the owners of his respective dwelling unit, or which shall in any way increase the rate of insurance.

3.6 No animals, fowl, reptiles or poultry shall be kept within a lot, except that domestic dogs, cats, birds and fish may be kept; however the same shall not be bred or raised thereon for commercial purposes or in unreasonable quantities. All animals must be kept on a leash if allowed off an owner's lot.

3.7 No oil drilling, oil development operations, oil refining, quarrying, or mining operations of any kind, shall be permitted upon or in the properties, nor shall oil wells, tanks, tunnels, or mineral excavations or shafts be permitted upon or in the surface of the properties. No derrick or other structure designed for use in boring for water, oil or natural gas shall be erected, maintained or permitted upon the properties.

3.8 All clotheslines and storage areas shall be prohibited upon the properties, unless obscured from view of adjoining lots and streets by a wall or appropriate screen approved by the Architectural Control Committee. Air conditioning units where roof mounted or ground level shall be concealed so as not to be visible from adjoining lots.

3.9 Aluminum foil, milar, mirrors or other similar material shall not be used to cover windows, nor shall reflective window be installed unless approved, in writing, by the Architectural Committee.

3.10 No structure of a temporary character, whether a mobile home, house trailer, basement, tent, shack, garage, barn or other out-building shall be kept, stored or used on the properties at any time a residence, either temporarily or permanently. Trailers, boats or similar vehicles may be stored or parked on a lot, provided it is within an enclosed garage or carport or screened area. This restriction shall not apply sales and construction trailers used by Declarants or their agents during the construction and sales period of lots within the properties. No vehicle of any kind may be repaired or serviced on any lot unless said vehicle is screened or concealed. The commercial repair or servicing of vehicles is expressly prohibited.

3.11 No radio or television receiving or transmitting antennae or external apparatus shall be installed on the properties where they may be visible from the adjoining lots or streets.

3.12 Unless otherwise approved, in writing by the Architectural Committee, no building shall be erected or located on any lot nearer than thirty (30) feet from the front curb line (back of face of curb) of the property; side set back shall be ten (10) feet from property lines, except where side yards abut street rights of ways, the set back shall be fifteen (15) feet; rear lot lines shall be as permitted by the ordinances and regulations of the City of Las Vegas. Free standing garages shall not be erected closer than five (5) feet to the rear or side property line. For purposes of this Section 3.12, eaves, steps and open patios shall not be considered as a part of a building.

3.13 No parking stalls, carports or garages situated on any lot shall be converted to any other use unless consented to in writing by the Architectural Control Committee.

3.14 No lumber, metals, bulk materials, refuse or trash shall be kept, stored or allowed to accumulate on any lot, except building materials during the course of any approved construction. If trash or other refuse is to be disposed of by being picked up, containers may be placed in the open for not more than twelve (12) hours before the pick up is to be made. After pick up or disposal, containers shall be removed from public view within twelve (12) hours.

3.15 All buildings erected or constructed on any lot shall conform to the ordinances and statutes pertaining thereto.

3.16 No residence containing less than 2,500 square feet of livable floor area shall be erected or permitted and no multi-level dwellings shall contain less than a 2,000 square foot ground floor. Such floor area shall be exclusive of attached garage and open entries, porches, patio or casement. The 2,500 square feet minimum required floor area shall be deemed to include the total livable enclosed floor area of the residence.

3.17 Easements for installation and maintenance of the utilities, sewer pipelines and facilities and drainage facilities over and in the properties, and all pipelines and other facilities located and to be located in said easements (together with the right of egress and increase in connection therewith) are reserved as shown on the recorded map of the properties.

3.18 During reasonable hours and after reasonable notice, he and members or their agents shall have the right to enter upon and inspect lots for the purpose of ascertaining whether or not the provisions of this Declaration are being complied with and shall not be deemed guilty of trespass by reason thereof.

3.19 Breach of any of the covenants in this Article III shall not defeat or render invalid the lien of any mortgage or deed of trust made in good faith and for value as to said lots or property, or any part thereof, but such



provisions, restrictions or covenants shall be binding and effective against any owner of said property whose title thereto is acquired by foreclosure, trustee's sale or otherwise.

3.20 Except as they are installed by the Declarant in the initial construction of the homes and improvements thereto, no additions, remodeling, fences or walls shall be commenced or erected without prior written approval of the Architectural Committee as set forth in Article V of this Declaration.

3.21 The purchaser of any lot in Rancho Bel Air Units 1, 2, 3, and 4, must commence construction upon the lot within three (3) years of the date ownership is transferred. This Section applies to the first purchaser of any lot and a subsequent sale to a new purchaser does not extend the three-year (3) time limit. Any member in noncompliance with this provision will be a fine in the amount allowed by state law or \$400.00 per month whichever is greater, for each month the owner is in noncompliance with this section. This assessment shall be added to the annual assessment (as provided for in Section 7.13) and the Association will be afforded all of the remedies for collection this assessment that are provided for in Article VII.

## ARTICLE IV HOMEOWNERS ASSOCIATION

4.1 Organization. The Association shall be a nonprofit Nevada corporation charges with the duties and invested with the powers prescribed by law and set forth in the articles, by-laws and this Declaration. Neither the articles nor by-laws and this Declaration. Neither the articles nor by-laws shall, for any reason, be amended or otherwise changed or interpreted so as to be in consistent with this Declaration.

4.2 Membership. Every owner of a lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any lot which is subject to assessment.

(a) Voting. The Association shall have two (2) classes of voting membership:

Class A: Class A members shall be all owners with the exception of the Declarant and shall be entitled to one vote for each lot owned. When more than one (1) person holds an interest in any lot, all such persons shall be members. The vote for such lot shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any lot. No fractional votes may be cast.

Class B: The Class B member(s) shall be the Declarant and shall be entitled to three (3) votes for each lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of any of the following events, whichever occurs earlier:

[1] When the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership.

[2] On January 1, 1985

(b) Joint Owner Disputes. The vote for each such lot shall, if at all, be cast as a single vote, and fractional votes shall not be allowed. In the event that joint owners are unable to agree among themselves as to how their vote or votes shall be cast, they shall lose their right to vote on the matter in question. If any owner casts a

vote representing a certain lot, it will thereafter be conclusively presumed for all purposes that he or they were acting with the authority and consent of all other owners of the same lot.

**4.3 Meetings.** Not later than the earlier of [1] forty-five (45) days after the closing of the sale of the lot which represents the fifty-first (51%) percentile interest authorized for sale under the first public report for Rancho Bel Air Unit 2; or [2] six (6) months after the sale of the first lot in Rancho Bel Air Unit 2, a special meeting shall be held at which members of the board of the Association shall be elected by a vote of the then members of the Association. The presence at any meeting, in person or by proxy, of the members entitled to vote at least fifty (50%) percent of the total votes shall constitute a quorum. If any meeting cannot be held because a quorum is not present, the members present, either in person or by proxy, may, as otherwise provided by law, adjourn the meeting to a time not less than five (5) days nor more than thirty (30) days from the time the original meeting was called, at which meeting the quorum requirement shall be the members entitled to vote at least twenty-five (25%) percent of the total votes.

The president of the Association (or any vice president in his absence) shall act as chairman of all meetings of the members and the secretary of the Association (or an assistant secretary thereof in his absence) shall act as secretary of all such meetings.

At each annual meeting, the board shall present a written statement of assessment and common expenses, itemizing receipts and disbursements for the preceding calendar year. Within ten (10) days after the date set for each annual meeting, such statement shall be delivered to the members not present at said meeting.

**4.4 Duties of Association.** In addition to the duties and powers enumerated in its Articles of Incorporation and by-laws, or elsewhere provided for herein, and without limiting the generality thereof, the Association shall:

(a) Own, maintain, improve, construct, reconstruct, (in the event of deterioration or destruction) and manage all of the common area and all facilities, improvements and landscaping thereof, and all property acquired by the Association, and to pay all the costs thereof. In the event of damage or destruction to the common area, all available insurance proceeds shall be used for the repair or reconstruction of the common area, and, if such insurance proceeds are insufficient, special assessment pursuant to Section 4 of Article VII herein, may be levied.

(b) Pay all real and personal property taxes and other charges assessed against the common area.

(c) Have the authority to obtain, for the benefit of the common area, all water, gas and electric, sewer and drain service, refuse collection, and street maintenance.

(d) Grant easements where necessary for utilities and sewer facilities over the common area.

(e) Maintain hazard and liability insurance and such other policy or policies of insurance as the Board of Directors of the Association deems necessary or desirable in furthering the purposes of and protecting the interests of the Association and its members.

(f) Have the authority to employ a manager or other persons and to contract with independent contractors or managing agents to perform all or any part of the duties and responsibilities of the Association, provided that any such contract with a person or firm appointed shall not exceed one (1) year in term unless approved by the vote of a majority of the members of the Association.

(g) Enforce applicable provisions of this Declaration and the by-laws of the Association and to establish and enforce uniform rules and regulations pertaining to the use of the private streets, and other common areas or facilities.

(h) Have the right to enter upon any privately owned lot (but not the interior of any dwelling without consent of owner) where necessary in connection with construction, maintenance or repair of the common area or facilities.

(i) Architectural Committee. To appoint and remove members of the architectural committee as provided in Article V hereof, and to insure that at all reasonable times there is available a duly constituted and appointed architectural committee.

(j) Enforcement of Restrictions and Rules. To perform such other acts, whether or not expressly authorized by the Rancho Bel Air Unit 2 restrictions, as may be reasonably necessary to enforce any of the provisions of the Rancho Bel Air Unit 2 restrictions and the architectural committee rules.

(k) Review annually all insurance policies and bonds maintained by the Association.

(l) Enter into contracts, either singularly or jointly, with similar associations for maintenance of the common areas, security guard service, accounting, legal and other services necessary to carry out the purposes of this declaration

(m) Grant non-exclusive easements over the common areas to adjoining subdivisions.

(n) No member of the board, nor any agent, representative or employee of the Association shall be personally liable to any owner or to any other party for any damage, loss or prejudice suffered or claimed on account of any act or omission of the Association, the board or any other agents, representatives or employees of the Association, or the architectural committee, provided that such board member or other person has, upon the basis of such information as may be possessed by him, acted in good faith.

**4.5** Lots Abutting Mesquite Avenue & Rancho Drive. Owners of lots abutting Mesquite Avenue or Rancho Drive shall maintain exterior walls and grounds facing said streets; should they fail to do so, the Association may proceed in accordance with the Declaration C.5.1.

## **ARTICLE V**

### **ARCHITECTURAL CONTROL COMMITTEE**

**5.1 Architectural Approval.** No building, fence, wall, sign or other structure, or exterior addition to or change or alteration thereof (including painting or landscaping) shall be commenced constructed, erected, placed, altered, maintained, or permitted to remain on the lots and common area until plans and specification showing plot layout exterior elevations and colors to include structural design and landscaping, have been submitted to and approved in writing by an architectural control committee composed of three (3) persons initially to be appointed by the Declarant ("architectural committee"). No carport structure shall be permitted or constructed. No structure shall be improved with a rock roof or composition shingle roof. All walls shall be block construction. Design and location of mail receptacles shall be subject to this Article. All plans and specifications shall be submitted in writing over the

signature of the owner of the property or its authorized agent. Approval shall be based, among other things, on adequacy of site dimensions; adequacy of structural design; conformity and harmony of external design with neighboring structures; effect of location and use of improvements on neighboring property; improvements, operations and uses; relation to topography; grade and finished ground elevation of the property being improved to that of neighboring property; proper facing of main elevations with respect to nearby streets; preservation of natural view and esthetic beauty; and conformity of the plans and specifications to the purpose and general plan and intent of this Declaration. In any event, the architectural committee shall have the right to require any member to maintain, remove, trim, top or prune any lawn, shrub, tree or hedge which such committee reasonably believes impedes the view of any lot or presents an abandoned appearance. Notice of noncompliance shall be sent to the registered owner providing a fifteen day top correct the violation. Should said violation not be corrected within the allotted time frame, the Association shall have the right and obligation to have the work completed and assess the charge against the property owner without providing other notice. Should the property owner fail to reimburse the Association within thirty days from the date billed, the Association shall have the right to lien the property and take the necessary steps to ensure collection, fines, and interest on the outstanding balance.

**5.2 Term of Architectural Committee Appointed by the Declarant.** The architectural committee appointed by Declarant pursuant to Section 5.1 above shall remain in office until the happening of any of the following events, whichever occurs earlier:

(a) When one-hundred (100%) percent of the lots within Rancho Bel Air Unit 2 and such additional properties as may be annexed thereto have been sold.

(b) On January 1, 1989.

From and after the happening of these events, which occurs earlier, the architectural committee shall be composed of a board of the Association or by three (3) or more representatives appointed by the board who shall be members of the Association.

**5.3 Failure to Approve or Disapprove Plans and Specifications.** In the event the architectural committee, or its designated representative, fails to either approve or disapprove such plans and specifications within thirty (30) days after the same have been submitted to it, it shall be conclusively presumed that the architectural committee has approved such plans and specifications. All improvement work approved by the architectural committee shall be diligently completed.

**5.4 No Liability.** Neither Declarant, the Association nor the architectural committee, nor the members thereof, shall be liable in damages to any one submitting plans or specifications to them for approval, or to any owner of property affected by these restrictions by reason of mistake in judgment, negligence or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve or disapprove any such plans or specification. Every such person who submits plans or specifications to the architectural committee for approval agrees, by submission of such plans and specification, and every owner of any of said property agrees that he will not bring any action or suit against Declarant, the Association, the architectural committee, or any of the members thereof to recover any such damages.

**5.5 Notice of Noncompliance or Noncompletion.** Notwithstanding anything to the contrary contained herein, after the expiration of eighteen (18) months from the date of issuance of a building permit by municipal or other governmental authority for any improvement, said improvement shall, for the benefit of purchasers and encumbrances in good faith and for value, be deemed to be in compliance with all provisions of this Article V, unless actual notice of such noncompliance or non-completion, executed by the architectural committee or its designed representatives, shall appear of record in the Office of the County Recorder of Clark County, Nevada, or unless legal proceedings shall have been instituted to enforce compliance or completion.

**5.6 Rules and Regulations.** The architectural committee may from time to time, in its sole discretion, adopt, amend and repeal rules and regulations interpreting and implementing the provision hereof.

**5.7 Variances.** Where circumstances, such as topography, location of property lines, location of trees, or other matters require, the architectural committee, by the vote or written consent of a majority of the members thereof, may allow reasonable variances as to any of the covenants, conditions or restrictions contained in this Declaration under the jurisdiction of such committee, on such terms and conditions as it shall require; provided, however, that all such variances shall be in keeping with the general plan for the improvement and development of the property.

**5.8 Construction Time Limit.** The Architectural Control Committee is to place a time limit of eighteen (18) months upon any construction for which it approves plans and specifications for the construction on any lot in the Rancho Bel Air Subdivision (Units 1, 2, 3, and 4). This time period shall commence from the date the Building Permit is issued. A Certificate of Occupancy must be obtained within eighteen (18) months of the date. If the provisions of this Section are not complied with, the Association's Board of Directors is to levy a fine of \$5.00 per day for each day the Member (lot owner) allows the noncompliance to exist. This assessment shall be added to the annual assessment (as provided for in Section 7.13) and the Association will be afforded all of the remedies for collection of this assessment that are provided for in Article VII.

## **ARTICLE VI** **PROPERTY RIGHTS**

**6.1 Owner's Easements of Enjoyment.** Every owner shall have a right and easement of ingress and egress and of enjoyment in and to the common area, including private street areas, which shall be appurtenance to and shall pass with the title to every lot, subject to the following provisions.

(a) The right of the Association to dedicate or transfer all or any part of the common area to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication, transfer or conveyance shall be effective unless an instrument signed by members entitled to cast two-thirds (2/3) of the votes of each class of membership has been recorded agreeing to such dedication, transfer or conveyance, and unless written notice of the proposed action is sent to every member not less than thirty (30) nor more than sixty (60) days in advance thereof.

(b) The right of the Association to establish uniform rules and regulations pertaining to the use of the common areas.

(c) The right of the Association, in accordance with its articles and by-laws, to borrow money for the purpose of improving or reconstructing the common area and facilities thereof and in aid thereof, to mortgage said property upon the vote or written assent of two-thirds (2/3) of each class of membership. At such time as the Class B membership ceases and is converted to Class A membership, no right authorized by this subparagraph (c) may be exercised except upon the vote or written assent of two-thirds (2/3) of the entire membership.

6.2 Waiver of Use. No member may exempt himself from personal liability for assessment duly levied by the Association, nor release the lot owned by him from the liens and charges hereof, by waiver of the use and enjoyment of the private streets and other common areas or by abandonment of his lot.

## **ARTICLE VII**

### **CONVENANT FOR MAINTENANCE ASSESSMENTS**

7.1 Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each lot owned by it, hereby covenants, and each owner of any lot by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: [1] annual assessments or charges and [2] special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorney's fees, shall also be the personal obligation of the person who was the owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

7.2 Purpose of Assessments. The assessments levied by the Association shall be used for the purpose of operating the Association for the benefit, welfare and enjoyment of its members, and in this connection, for the maintenance and improvement of the common area and the facilities thereon, and to provide funds for the Association to carry on its duties set forth herein or in its articles or by-laws.

7.3 Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first lot to an owner, the maximum annual assessment shall be \$1,200.00 per lot, payable \$100.00 per month.

(a) From and after January 1, of the year immediately following the conveyance of the first lot to an owner, the maximum annual assessment may be increased each year not more than ten (10%) percent above the maximum assessment for the previous year without a vote of the membership.

(b) From and after January 1 of the year immediately following the conveyance of the first lot to an owner, the maximum annual assessment may be increased above ten (10%) percent by the vote or written assent of two-thirds (2/3) of each class of members.



~~(c)~~ The Board of Directors may fix the annual assessment at any amount not in excess of the maximum

**7.4 Special Assessments for Capital Improvements.** In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the common area, including fixtures and personal property related thereto, provided that any such assessment shall have the vote or written assent of two-thirds (2/3) of each class of members. At such time as the Class B membership ceases and is converted to Class A membership, any such assessment shall have the vote or written assent of two-thirds (2/3) of the Class A membership.

**7.5 Notice and Quorum for any Action Authorized under Sections 7.3 and 7.4.** Any action authorized under Sections 7.2 and 7.4 shall be taken at a meeting called for the purpose, written notice of which shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. If the proposed action is favored by a majority of the votes cast at such meeting, but such vote is less than the requisite two-thirds (2/3), members who were not present in person or by proxy may give their assent in writing provided the same is obtained by the appropriate officers of the Association not later than (30) days from the date of such meeting. At the first such meeting called for any action authorized under Sections 7.3 and 7.4 above, the presence at the meeting of members or proxies entitled to cast two-thirds (2/3) of the votes of each class of membership shall constitute a quorum. If the required quorum is not present at such meeting, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

**7.6 Uniform Rate of Assessment.** Both annual and special assessment must be fixed at a uniform rate for all lots and may be collected on a monthly basis.

**7.7 Date of Commencement of Annual Assessments, Due Dates.** The annual assessments provided for herein shall commence as to all lots on the first day of each month following the conveyance of the first lot to an owner. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The board of directors shall fix the amount of the annual assessment against each lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every owner subject thereto. The due dates shall be established by the board of directors. The regular assessments as to the property brought under this Declaration by annexation shall commence with respect to all lots within such property on the first day of the month following the conveyance of the first lot to an owner.

**7.8 Certificate of Payment.** The Association shall, upon demand, furnish to any owner liable for said assessment, a certificate in writing signed by an officer of the Association, setting forth whether the regular and special assessments on a specified lot have been paid and the amount of the delinquency, if any. A reasonable charge may be made by the board for the issuance of these certificates. Such certificates shall be conclusive evidence of payment of any assessment therein stated to have been paid.

**7.9 Effect of Nonpayment of Assessments; Remedies.** Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of ten (10%) percent per annum. Suit to recover a money judgment for unpaid assessments may be maintained against the owner personally obligated to pay the same without foreclosing or waiving the lien securing said assessment. The Association may enforce the lien by sale in accordance with the provisions of N.R.S. 278A 150-170 inclusive or by civil suit or in any other manner permitted by law. The chairman and in his absence the vice-chairman of the board of directors is designated trustee for the purposes of exercising the power of sale provisions contemplated by N.R.S. 278A 150-170 inclusive. The Association through duly authorized agents shall have the power to bid on the lot at any such sale and to hold, lease, mortgage and convey the same. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the common area or abandonment of his lot. If any suit or action is brought to collect any such charge, then there shall be added to the amount, thereof costs of suit and reasonable attorney's fees to be fixed by the court and included in any judgment in any such suit or action.

**7.10 Notice of Lien.** No action shall be brought by the Association to foreclose said assessment lien or to proceed under the power of sale herein provided until thirty (30) days after the date a notice of claim of lien is deposited in the United States mail, certified or registered, postage prepaid, to the owner of said lot, and a copy thereof is recorded by the Association in the office of the County Recorder in which the properties are located; said notice of claim shall contain a sufficient legal description of any such lot, the record owner or reputed owner thereof, the amount claimed (which may at the Association's option include interest on the unpaid assessment at ten (10%) percent per annum, plus reasonable attorney's fees and expenses of collection in connection with the debt secured by said lien), and the name and address of the Association. Upon the timely curing of any default for which a notice of claim or lien was filed by the Association, any two of the officers thereof are hereby authorized to file or record, as the case may be, an appropriate release of such notice, upon payment by the defaulting owner of a reasonable fee, to be determined by the Association, to cover the costs of preparing and filing or recording such release.

**7.11 Subordination of the Lien to Mortgages.** The lien of the assessments provided for herein shall be subordinate to the lien of any purchase money first mortgage. Sale or transfer of any lot shall not affect the assessment lien. However, the sale or transfer of any lot pursuant to mortgage foreclosures or any proceeding in lieu thereof by the holder of a purchase money first mortgage, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such lot from liability for any assessments thereafter becoming due or from the lien thereof.

**7.12 Mortgage Protection.** No breach of the covenants, conditions or restrictions in this Declaration, nor the enforcement thereof or of any lien provision herein, shall defeat or render invalid the lien of any purchase money first mortgage or deed of trust made in good faith and for value. However, all of the covenants, conditions and restrictions in this Declaration shall be binding upon any owner whose title is derived through foreclosure or exercise of a power of sale, or otherwise.

**7.13 Individual Assessment.** Whenever under any provision of this Declaration, an owner shall be obligated to do any act or thing or to refrain from doing any act or thing, the Association shall be entitled, but shall not be obligated, to do any act or thing required of the owner, or to do anything necessary to justify any action by an owner

in violation of these covenants, ~~and restrictions~~ all on behalf of and at the cost and for the account of said owner, and in such event the Association may levy an individual special assessment against such owner to reimburse the Association for the cost thereof.

## **ARTICLE VIII** **GENERAL PROVISIONS**

**8.1 Enforcement.** The Association, or any owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

**8.2 Severability.** Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

**8.3 Term and Amendment.** The covenants and restrictions of this Declaration shall run with and bind the properties and shall inure to the benefit of and be enforceable by the Association, its legal representatives, successors and assigns, until December 1, 2001, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended by an instrument signed by not less than seventy-five (75%) percent of the lot owners. Any amendment must be recorded.

**8.4 Mergers or Consolidations.** Upon a merger, consolidation, reorganization, or association of the Association with another association, as provided by agreement or declaration, its properties, rights and obligations may be transferred to another surviving, consolidated or reorganized association or, alternatively, the properties, rights and obligations of another association may be added to the properties, rights and obligations of the Association as a surviving, consolidated or reorganized corporation. The surviving, consolidated or reorganized association may administer the covenants and restrictions established by this Declaration, together with the covenants and restrictions established upon any other properties as one scheme.

**8.5 Notices.** Any notice permitted or required to be delivered as provided herein shall be in writing and may be delivered either personally or by mail. If delivery is made by mail, it shall be deemed to have been delivered forty-eight (48) hours after a copy of the same has been deposited in the United States mail with postage thereon fully prepaid and addressed to any person at the address given by such person to the Association for the purpose of service of such notice, or to the residence of such person if no address has been given to the Association. Such address may be changed from time to time by notice in writing to the Association.

**8.6 Enforcement and Nonwaiver.**

(a) **Right of Enforcement.** Except as otherwise provided herein, any owner of any lot within Rancho Bel Air Unit 2 shall have the right to enforce any or all of the provisions of the Rancho Bel Air restrictions upon any property within Rancho Bel Air Unit 2 and the owners thereof and any such properties as may be annexed.

(b) **Violations and Nuisance.** Every act or omission whereby any provision of the Rancho Bel Air Unit 2 restrictions is violated in whole or in part is hereby declared to be a nuisance and may be enjoined or abated,

whether or not the relief sought is for negative or affirmative action by Declarant or the Association or any owners of lots within Rancho Bel Air Unit 2. However, any other provisions to the contrary notwithstanding, only Declarant, the Association, the board or duly authorized agents of any of them may enforce, by self-help, any of the provisions of the Rancho Bel Air Unit 2 restrictions, and only if such self-help is preceded by reasonable notice to the owner involved.

(c) Violation of Law. Any violation of any state, municipal or local law, ordinance or regulation pertaining to the ownership, occupation or use of any property within Rancho Bel Air Unit 2 is hereby declared to be a violation of the Rancho Bel Air Unit 2 restrictions and subject to any or all of the enforcement procedures set forth in said restrictions.

(d) Captions. All captions and titles used in this declaration are intended solely for convenience or reference and shall not affect that which is set forth in any of the provisions hereof.

(e) No Rights Given to the Public. Nothing contained in this Declaration shall be deemed to be a gift or dedication of any portion of Rancho Bel Air Unit 2 to the general public or for any public use or purpose.

**8.7 Rancho Bel Air Unit 1 Merger Effect.** Prior to the filing of this Declaration, the RANCHO BEL AIR PARTNERSHIP entered into a written agreement with the RANCHO BEL AIR PROPERTY OWNERS ASSOCIATION NO. 1, INC., whereby the public rights of way as to streets within said Unit 1 were vacated. A purpose of said vacation was to unify the entire Rancho Bel Air Subdivision as a private secured community. In partial consideration of said vacation and certain easements granted to said partnership for the benefit of the entire Rancho Bel Air Subdivision, it is agreed and covenanted that should the Association and the Rancho Bel Air Property Owners Association Unit No. 1, Inc. merge, all lots in the Rancho Bel Air Subdivision shall be subject to an assessment in accordance with Article VII herein equal to the number of non-paying lots in Unit 1, (not to exceed eight lots in number) divided by the total number of lots (subject to assessment) in the entire Rancho Bel Air Subdivision.

**Receipt/Conformed Copy**

Requestor:

LEGAL WINGS

07/26/2004 09:42:30 T20040967744

Book/Instr: 20040726-0001323

Restrictio Page Count: 16

Fees: \$29.00

Frances Deane

Clark County Recorder

**2004 Amended Declaration of Conditions, Covenants and  
Restrictions of  
Rancho Bel Air Homeowners Association**

**Revised  
July 2004**

**DECLARATION OF  
CONVENANTS, CONDITIONS AND RESTRICTIONS**

**OF**

**RANCHO BEL AIR UNIT 1, 2, 3, & 4**

THIS DECLARATION made this 1<sup>st</sup> day of August, 1978, by RANCHO BEL AIR PARTNERSHIP, a Nevada partnership, and the undersigned lot owners, hereinafter collectively called "Declarant." And amended In July of 2004.

**PREAMBLE**

A. Declarant is the owner of real property described in Article II of this Declaration and desires to create thereon a residential community with private streets, common areas and facilities for the benefit of said community; and

B. Declarant desires to provide for this preservation of the values and amenities in said community and for the maintenance of the private streets, other common areas and facilities and to this end, desires to ultimately subject the properties described in Article II, together with such additions as may hereafter be made thereto, (as provided in Article II) to the covenants, restrictions, easements, charges and liens, hereinafter set forth, each and all of which is and are for the benefit of said property and each owner thereof; and

C. Declarant has deemed it advisable, for the efficient preservation of the values and amenities of said community to form an association to which should be delegated the powers of maintaining and administering the common properties and facilities and administering and enforcing the covenants and restrictions and collecting and disbursing the assessments and charges hereinafter created; and

D. Declarant has or will incorporate under the laws of the State of Nevada, a non-profit Homeowners Association for the purpose of exercising the above functions aforesaid; and

E. Declarant hereby declares that all of the property described as Rancho Bel Air Units in Article II thereof, and such additions thereto, as may hereafter be brought within the terms of this declaration, shall be held, occupied, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

**ARTICLE I  
DEFINITIONS**



1.1 Association shall mean and refer to the non-profit Homeowners Association created for the purpose of exercising the functions of this Declaration.

1.2 Owner shall mean (a) Declarant; or (b) any person or persons being either (i) the grantee or grantees, as the case may be, of the fee simple estate by conveyance in a lot and their successors and assigns; or (ii) the purchasers, under any executory contract of sale, in a lot within Rancho Bel Air Unit 2. Unless the context otherwise requires, the term "owner" shall include the family, invitees, licensees and lessees of any owner, but shall not include those having such interest merely as security of the performance of any obligation.

1.3 Properties shall mean and refer to that certain real property described in Article II and such additions thereto as hereafter may be annexed and made subject to this Declaration and the jurisdiction of the Association pursuant to Article II hereof.

1.4 Phase I shall mean and refer to that certain real property described on Exhibit "A: and referred to in Article II hereof.

1.5 Common Area shall mean and refer to streets, parkways, medians, planting areas, entrance and guardhouse areas, and such other areas of land as appears on the property described as "existing property" in Article II and such other additions thereto as may hereafter be brought within the terms of this Declaration.

1.6 Lot shall mean and refer to any plot of land shown upon any recorded subdivision map of the proprieties with the exception of the common areas.

1.7 Declarant shall mean and refer to RANCHO BEL AIR PARTNERSHIP, a Nevada partnership, composed of B.J.A. DEVELOPMENT CORPORATION OF NEVADA and RANCHO BEL AIR DEVELOPMENT PARTNERSHIP, and the undersigned lot owners, their successors and assigns, if such successors and assigns, if such successors or assigns should acquire more than one (1) undeveloped lot from Declarant for the purpose of development.

1.8 Member shall mean and refer to every person or entity who holds membership in the Association.

1.9 Wherever the words "deed of trust" are used herein, they shall mean and be synonymous with the word "mortgage," and the same shall be used interchangeably with the same meaning; and likewise, the word "beneficiary" shall be synonymous with the word "mortgagee," and the word "trustor" shall be synonymous with the word "mortgagor."

1.10 Single-Family Residence shall mean and refer to any single-family residential dwelling located on a lot and designed and intended for use and occupation by not more than one family.

1.11 Supplemental Declaration shall mean any declaration of covenants, conditions and restrictions which may be recorded by Declarant pursuant to Article II thereof.

1.12 Architectural Committee shall mean the committee created pursuant to Article V hereof, and the terms "architectural committee" and "architectural control committee" may be used interchangeably herein.

**ARTICLE II**  
**PROPERTY SUBJECT TO THIS DECLARATION**  
**AND ADDITIONS THERETO**

2.1 Phase I. The real property which is, and shall be held, transferred, sold, conveyed and occupied subject to this Declaration is located in the County of Clark, State of Nevada, and is more particularly described as Amended Rancho Bel Air Unit 2, as shown by map thereof on file in Book 21 of Plats, Page 36, Clark County, Nevada Recorder, all of which property shall thereafter be referred to as Phase I.

2.2 Additions to Phase I. Additional real property may be annexed to Phase I and become subject to this Declaration by any of the methods set forth hereinafter.

2.3 Additions by Declarant. If Declarant shall develop or cause to be developed additional real property within the area described in Exhibit "B" attached hereto and incorporated herein by this reference, Declarant shall have the right to annex such additional real property to Phase I and to bring such real property within the general plan and scheme of this Declaration without the approval of the Association, its board of directors or members; provided, however, that said right of Declarant shall terminate on January 1, 1989.

2.4 Other Additions. In addition to the provision for annexation specified in Section 2.3 above, additional real property may be annexed to Phase I, and brought within the general plan and scheme of this Declaration upon the approval by vote or written consent of members entitled to exercise not less than two-thirds (2/3) of the voting powers of each class of membership of the association. Upon obtaining the requisite approval pursuant to this Section 2.4, the owner of any real property who desires to annex it to Phase I and add it to the general plan and scheme of this Declaration and subject it to the jurisdiction of the Association shall file of record a supplemental declaration as more particularly described in Section 2.5 below.

2.5 Supplemental Declaration. The additions authorized under Sections 2.3 and 2.4 hereof shall be made by filing of record a supplemental declaration, or other similar instrument, with respect to the additional real property which shall be executed by Declarant or the owner thereof shall extend the general plan and scheme of this Declaration to such real property. The filing of record of said supplemental declaration shall constitute and effectuate the annexation of the additional real property described therein, and thereupon said real property shall become and constitute a part of Rancho Bel Air Unit 2; become subject to this declaration and encompassed within the general plan and scheme of the covenants, conditions and restrictions contained herein, and become subject to assessment by the Association and to the functions, powers and jurisdiction of the Association, and the owners of lots in said real property shall automatically become members of the Association.

Such supplemental declaration may contain such additions and modifications of the covenants, and restrictions contained in this Declaration as may be necessary to reflect the different character, if any, of the added real property, or as Declarant may deem appropriate in the development of such real property, and as are not inconsistent with the general plan and scheme of this Declaration. In no event, however, shall such supplemental declaration revoke, modify or add to the covenants, conditions and restrictions established by this Declaration as the same pertain to Phase I, except as hereinafter may be provided.

2.6 Conveyance of Common Area. Declarant covenants that it will convey title to the common area to the Association prior to or concurrently with the conveyance of the first lot to a purchaser from the Declarant. This provision shall apply to each property annexed and made subject to this Declaration, whether by staged development or future annexations.

### ARTICLE III USE RESTRICTIONS

In addition to all other covenants contained herein, the use of the properties and each lot therein is subject to the following:

3.1 None of the lots shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any such lot other than a single-family residence. Nothing in this declaration shall prevent an owner from leasing his residence. However, all leases shall have a term of not less than six months, leases shall be in writing and any tenant shall abide by and be subject to all provisions of this Declaration.

3.2 Side and rear walls shall not exceed six (6) feet in height from zero grade level unless approved in writing by the Architectural Committee pursuant to Article V. Front walls, from front set back line shall not exceed three (3) feet in height from zero grade level unless approved in writing by the Architectural Committee pursuant to Article V.

3.3 No lot shall ever be used or caused to be used or allowed or authorized in any way, directly or indirectly, for any business, commercial, manufacturing, mercantile, storing, vending or other such non-residential purposes, except Declarant may use any lot owned by it for a model home site, and display and sales office.

3.4 No sign or billboard of any kind shall be displayed to the public view on any portion of the properties, or any lot, except one (1) 10" x 24" sign for each lot, advertising such lot for sale or rent, except for signs, billboards and other advertising devices or structures used by Declarants in connection with the development, subdivision, advertisement and sale of the properties and the lots.

3.5 No noxious or offensive activity shall be carried on upon any lot or any part of the properties, nor shall anything be done thereon which may be, or may become a nuisance to the neighborhood, or which shall in any way interfere with the quiet enjoyment of each of the owners of his respective dwelling unit, or which shall in any way increase the rate of insurance.

3.6 No animals, fowl, reptiles or poultry shall be kept within a lot, except that domestic dogs, cats, birds and fish may be kept; however the same shall not be bred or raised thereon for commercial purposes or in unreasonable quantities. All animals must be kept on a leash if allowed off an owner's lot.

3.7 No oil drilling, oil development operations, oil refining, quarrying, or mining operations of any kind, shall be permitted upon or in the properties, nor shall oil wells, tanks, tunnels, or mineral excavations or shafts be permitted upon or in the surface of the properties. No derrick or other structure designed for use in boring for water, oil or natural gas shall be erected, maintained or permitted upon the properties.

3.8 All clotheslines and storage areas shall be prohibited upon the properties, unless obscured from view of adjoining lots and streets by a wall or appropriate screen approved by the Architectural Control Committee. Air conditioning units where roof mounted or ground level shall be concealed so as not to be visible from adjoining lots.

3.9 Aluminum foil, milar, mirrors or other similar material shall not be used to cover windows, nor shall reflective window be installed unless approved, in writing, by the Architectural Committee.

3.10 No structure of a temporary character, whether a mobile home, house trailer, basement, tent, shack, garage, barn or other out-building shall be kept, stored or used on the properties at any time a residence, either temporarily or permanently. Trailers, boats or similar vehicles may be stored or parked on a lot, provided it is within an enclosed garage or carport or screened area. This restriction shall not apply sales and construction trailers used by Declarants or their agents during the construction and sales period of lots within the properties. No vehicle of any kind may be repaired or serviced on any lot unless said vehicle is screened or concealed. The commercial repair or servicing of vehicles is expressly prohibited.

3.11 No radio or television receiving or transmitting antennae or external apparatus shall be installed on the properties where they may be visible from the adjoining lots or streets.

3.12 Unless otherwise approved, in writing by the Architectural Committee, no building shall be erected or located on any lot nearer than thirty (30) feet from the front curb line (back of face of curb) of the property; side set back shall be ten (10) feet from property lines, except where side yards abut street rights of ways, the set back shall be fifteen (15) feet; rear lot lines shall be as permitted by the ordinances and regulations of the City of Las Vegas. Free standing garages shall not be erected closer than five (5) feet to the rear or side property line. For purposes of this Section 3.12, eaves, steps and open patios shall not be considered as a part of a building.

3.13 No parking stalls, carports or garages situated on any lot shall be converted to any other use unless consented to in writing by the Architectural Control Committee.

3.14 No lumber, metals, bulk materials, refuse or trash shall be kept, stored or allowed to accumulate on any lot, except building materials during the course of any approved construction. If trash or other refuse is to be disposed of by being picked up, containers may be placed in the open for not more than twelve (12) hours before the pick up is to be made. After pick up or disposal, containers shall be removed from public view within twelve (12) hours.

3.15 All buildings erected or constructed on any lot shall conform to the ordinances and statutes pertaining thereto.

3.16 No residence containing less than 2,500 square feet of livable floor area shall be erected or permitted and no multi-level dwellings shall contain less than a 2,000 square foot ground floor. Such floor area shall be exclusive of attached garage and open entries, porches, patio or casement. The 2,500 square feet minimum required floor area shall be deemed to include the total livable enclosed floor area of the residence.

3.17 Casements for installation and maintenance of the utilities, sewer pipelines and facilities and drainage facilities over and in the properties, and all pipelines and other facilities located and to be located in said casements (together with the right of egress and increase in connection therewith) are reserved as shown on the recorded map of the properties.

3.18 During reasonable hours and after reasonable notice, he and members or their agents shall have the right to enter upon and inspect lots for the purpose of ascertaining whether or not the provisions of this Declaration are being complied with and shall not be deemed guilty of trespass by reason thereof.

3.19 Breach of any of the covenants in this Article III shall not defeat or render invalid the lien of any mortgage or deed of trust made in good faith and for value as to said lots or property, or any part thereof, but such

provisions, restrictions or covenants shall be finding and effective against any owner of said property whose title thereto is acquired by foreclosure, trustee's sale or otherwise.

3.20 Except as they are installed by the Declarant in the initial construction of the homes and improvements thereto, no additions, remodeling, fences or walls shall be commenced or erected without prior written approval of the Architectural Committee as set forth in Article V of this Declaration.

3.21 The purchaser of any lot in Rancho Bel Air Units 1, 2, 3, and 4, must commence construction upon the lot within three (3) years of the date ownership is transferred. This Section applies to the first purchaser of any lot and a subsequent sale to a new purchaser does not extend the three-year (3) time limit. Any member in noncompliance with this provision will be a fine in the amount allowed by state law or \$400.00 per month whichever is greater, for each month the owner is in noncompliance with this section. This assessment shall be added to the annual assessment (as provided for in Section 7.13) and the Association will be afforded all of the remedies for collection this assessment that are provided for in Article VII.

#### ARTICLE IV HOMEOWNERS ASSOCIATION

4.1 Organization. The Association shall be a nonprofit Nevada corporation charges with the duties and invested with the powers prescribed by law and set forth in the articles, by-laws and this Declaration. Neither the articles nor by-laws and this Declaration. Neither the articles nor by-laws shall, for any reason, be amended or otherwise changed or interpreted so as to be in consistent with this Declaration.

4.2 Membership. Every owner of a lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any lot which is subject to assessment.

(a) Voting. The Association shall have two (2) classes of voting membership:

Class A: Class A members shall be all owners with the exception of the Declarant and shall be entitled to one vote for each lot owned. When more than one (1) person holds an interest in any lot, all such persons shall be members. The vote for such lot shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any lot. No fractional votes may be cast.

Class B: The Class B member(s) shall be the Declarant and shall be entitled to three (3) votes for each lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of any of the following events, whichever occurs earlier:

[1] When the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership.

[2] On January 1, 1985

(b) Joint Owner Disputes. The vote for each such lot shall, if at all, be cast as a single vote, and fractional votes shall not be allowed. In the event that joint owners are unable to agree among themselves as to how their vote or votes shall be cast, they shall lose their right to vote on the matter in question. If any owner casts a

vote representing a certain lot, it will thereafter be conclusively presumed for all purposes that he or they were acting with the authority and consent of all other owners of the same lot.

**4.3 Meetings.** Not later than the earlier of [1] forty-five (45) days after the closing of the sale of the lot which represents the fifty-first (51%) percentile interest authorized for sale under the first public report for Rancho Bel Air Unit 2; or [2] six (6) months after the sale of the first lot in Rancho Bel Air Unit 2, a special meeting shall be held at which members of the board of the Association shall be elected by a vote of the then members of the Association. The presence at any meeting, in person or by proxy, of the members entitled to vote at least fifty (50%) percent of the total votes shall constitute a quorum. If any meeting cannot be held because a quorum is not present, the members present, either in person or by proxy, may, as otherwise provided by law, adjourn the meeting to a time not less than five (5) days nor more than thirty (30) days from the time the original meeting was called, at which meeting the quorum requirement shall be the members entitled to vote at least twenty-five (25%) percent of the total votes.

The president of the Association (or any vice president in his absence) shall act as chairman of all meetings of the members and the secretary of the Association (or an assistant secretary thereof in his absence) shall act as secretary of all such meetings.

At each annual meeting, the board shall present a written statement of assessment and common expenses, itemizing receipts and disbursements for the preceding calendar year. Within then (10) days after the date set for each annual meeting, such statement shall be delivered to the members not present at said meeting.

**4.4 Duties of Association.** In addition to the duties and powers enumerated in its Articles of Incorporation and by-laws, or elsewhere provided for herein, and without limiting the generality thereof, the Association shall:

(a) Own, maintain, improve, construct, reconstruct, (in the event of deterioration or destruction) and manage all of the common area and all facilities, improvements and landscaping thereof, and all property acquired by the Association, and to pay all the costs thereof. In the event of damage or destruction to the common area, all available insurance proceeds shall be used for the repair or reconstruction of the common area, and, if such insurance proceeds are insufficient, special assessment pursuant to Section 4 of Article VII herein, may be levied.

(b) Pay all real and personal property taxes and other charges assessed against the common area.

(c) Have the authority to obtain, for the benefit of the common area, all water, gas and electric, sewer and drain service, refuse collection, and street maintenance.

(d) Grant easements where necessary for utilities and sewer facilities over the common area.

(e) Maintain hazard and liability insurance and such other policy or policies of insurance as the Board of Directors of the Association deems necessary or desirable in furthering the purposes of and protecting the interests of the Association and its members.

(f) Have the authority to employ a manager or other persons and to contract with independent contractors or managing agents to perform all or any part of the duties and responsibilities of the Association, provided that any such contract with a person or firm appointed shall not exceed one (1) year in term unless approved by the vote of a majority of the members of the Association.

(g) Enforce applicable provisions of this Declaration and the by-laws of the Association and to establish and enforce uniform rules and regulations pertaining to the use of the private streets, and other common areas or facilities.

(h) Have the right to enter upon any privately owned lot (but not the interior of any dwelling without consent of owner) where necessary in connection with construction, maintenance or repair of the common area or facilities.

(i) Architectural Committee. To appoint and remove members of the architectural committee as provided in Article V hereof, and to insure that at all reasonable times there is available a duly constituted and appointed architectural committee.

(j) Enforcement of Restrictions and Rules. To perform such other acts, whether or not expressly authorized by the Rancho Bel Air Unit 2 restrictions, as may be reasonably necessary to enforce any of the provisions of the Rancho Bel Air Unit 2 restrictions and the architectural committee rules.

(k) Review annually all insurance policies and bonds maintained by the Association.

(l) Enter into contracts, either singularly or jointly, with similar associations for maintenance of the common areas, security guard service, accounting, legal and other services necessary to carry out the purposes of this declaration.

(m) Grant non-exclusive easements over the common areas to adjoining subdivisions.

(n) No member of the board, nor any agent, representative or employee of the Association shall be personally liable to any owner or to any other party for any damage, loss or prejudice suffered or claimed on account of any act or omission of the Association, the board or any other agents, representatives or employees of the Association, or the architectural committee, provided that such board member or other person has, upon the basis of such information as may be possessed by him, acted in good faith.

**4.5** Lots Abutting Mesquite Avenue & Rancho Drive. Owners of lots abutting Mesquite Avenue or Rancho Drive shall maintain exterior walls and grounds facing said streets; should they fail to do so, the Association may proceed in accordance with the Declaration C.5.1.

## **ARTICLE V**

### **ARCHITECTURAL CONTROL COMMITTEE**

**5.1** Architectural Approval. No building, fence, wall, sign or other structure, or exterior addition to or change or alteration thereof (including painting or landscaping) shall be commenced constructed, erected, placed, altered, maintained, or permitted to remain on the lots and common area until plans and specification showing plot layout exterior elevations and colors to include structural design and landscaping, have been submitted to and approved in writing by an architectural control committee composed of three (3) persons initially to be appointed by the Declarant ("architectural committee"). No carport structure shall be permitted or constructed. No structure shall be improved with a rock roof or composition shingle roof. All walls shall be block construction. Design and location of mail receptacles shall be subject to this Article. All plans and specifications shall be submitted in writing over the



signature of the owner of the property or its authorized agent. Approval shall be based, among other things, on adequacy of site dimensions; adequacy of structural design, conformity and harmony of external design with neighboring structures; effect of location and use of improvements on neighboring property, improvements, operations and uses; relation to topography, grade and finished ground elevation of the property being improved to that of neighboring property; proper facing of main elevations with respect to nearby streets; preservation of natural view and esthetic beauty; and conformity of the plans and specifications to the purpose and general plan and intent of this Declaration. In any event, the architectural committee shall have the right to require any member to maintain, remove, trim, top or prune any lawn, shrub, tree or hedge which such committee reasonably believes impedes the view of any lot or presents an abandoned appearance. Notice of noncompliance shall be sent to the registered owner providing a fifteen day top correct the violation. Should said violation not be corrected within the allotted time frame, the Association shall have the right and obligation to have the work completed and assess the charge against the property owner without providing other notice. Should the property owner fail to reimburse the Association within thirty days from the date billed, the Association shall have the right to lien the property and take the necessary steps to ensure collection, fines, and interest on the outstanding balance.

**5.2 Term of Architectural Committee Appointed by the Declarant.** The architectural committee appointed by Declarant pursuant to Section 5.1 above shall remain in office until the happening of any of the following events, whichever occurs earlier:

(a) When one-hundred (100%) percent of the lots within Rancho Bel Air Unit 2 and such additional properties as may be annexed thereto have been sold.

(b) On January 1, 1989.

From and after the happening of these events, which occurs earlier, the architectural committee shall be composed of a board of the Association or by three (3) or more representatives appointed by the board who shall be members of the Association.

**5.3 Failure to Approve or Disapprove Plans and Specifications.** In the event the architectural committee, or its designated representative, fails to either approve or disapprove such plans and specifications within thirty (30) days after the same have been submitted to it, it shall be conclusively presumed that the architectural committee has approved such plans and specifications. All improvement work approved by the architectural committee shall be diligently completed.

**5.4 No Liability.** Neither Declarant, the Association nor the architectural committee, nor the members thereof, shall be liable in damages to anyone submitting plans or specifications to them for approval, or to any owner of property affected by these restrictions by reason of mistake in judgment, negligence or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve or disapprove any such plans or specification. Every such person who submits plans or specifications to the architectural committee for approval agrees, by submission of such plans and specification, and every owner of any of said property agrees that he will not bring any action or suit against Declarant, the Association, the architectural committee, or any of the members thereof to recover any such damages.

5.5 Notice of Noncompliance or Noncompletion. Notwithstanding anything to the contrary contained herein, after the expiration of eighteen (18) months from the date of issuance of a building permit by municipal or other governmental authority for any improvement, said improvement shall, for the benefit of purchasers and encumbrances in good faith and for value, be deemed to be in compliance with all provisions of this Article V, unless actual notice of such noncompliance or non-completion, executed by the architectural committee or its designed representatives, shall appear of record in the Office of the County Recorder of Clark County, Nevada, or unless legal proceedings shall have been instituted to enforce compliance or completion.

5.6 Rules and Regulations. The architectural committee may from time to time, in its sole discretion, adopt, amend and repeal rules and regulations interpreting and implementing the provision hereof.

5.7 Variances. Where circumstances, such as topography, location of property lines, location of trees, or other matters require, the architectural committee, by the vote or written consent of a majority of the members thereof, may allow reasonable variances as to any of the covenants, conditions or restrictions contained in this Declaration under the jurisdiction of such committee, on such terms and conditions as it shall require; provided, however, that all such variances shall be in keeping with the general plan for the improvement and development of the property.

5.8 Construction Time Limit. The Architectural Control Committee is to place a time limit of eighteen (18) months upon any construction for which it approves plans and specifications for the construction on any lot in the Rancho Bel Air Subdivision (Units 1, 2, 3, and 4). This time period shall commence from the date the Building Permit is issued. A Certificate of Occupancy must be obtained within eighteen (18) months of the date. If the provisions of this Section are not complied with, the Association's Board of Directors is to levy a fine of \$5.00 per day for each day the Member (lot owner) allows the noncompliance to exist. This assessment shall be added to the annual assessment (as provided for in Section 7.13) and the Association will be afforded all of the remedies for collection of this assessment that are provided for in Article VII.

## ARTICLE VI PROPERTY RIGHTS

6.1 Owner's Casements of Enjoyment. Every owner shall have a right and casement of ingress and egress and of enjoyment in and to the common area, including private street areas, which shall be appurtenance to and shall pass with the title to every lot, subject to the following provisions.

(a) The right of the Association to dedicate or transfer all or any part of the common area to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication, transfer or conveyance shall be effective unless an instrument signed by members entitled to cast two-thirds (2/3) of the votes of each class of membership has been recorded agreeing to such dedication, transfer or conveyance, and unless written notice of the proposed action is sent to every member not less than thirty (3) nor more than sixty (60) days in advance thereof.

(b) The right of the Association to establish uniform rules and regulations pertaining to the use of the common areas.

(c) The right of the Association, in accordance with its articles and by-laws, to borrow money for the purpose of improving or reconstructing the common area and facilities thereof and in aid thereof, to mortgage said property upon the vote or written assent of two-thirds (2/3) of each class of membership. At such time as the Class B membership ceases and is converted to Class A membership, no right authorized by this subparagraph © may be exercised except upon the vote or written assent of two-thirds (2/3) of the entire membership.

6.2 Waiver of Use. No member may exempt himself from personal liability for assessment duly levied by the Association, nor release the lot owned by him from the liens and charges hereof, by waiver of the use and enjoyment of the private streets and other common areas or by abandonment of his lot.

## ARTICLE VII CONVENANT FOR MAINTENANCE ASSESSMENTS

7.1 Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each lot owned by it, hereby covenants, and each owner of any lot by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: [1] annual assessments or charges and [2] special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorney's fees, shall also be the personal obligation of the person who was the owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

7.2 Purpose of Assessments. The assessments levied by the Association shall be used for the purpose of operating the Association for the benefit, welfare and enjoyment of its members, and in this connection, for the maintenance and improvement of the common area and the facilities thereon, and to provide funds for the Association to carry on its duties set forth herein or in its articles or by-laws.

7.3 Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first lot to an owner, the maximum annual assessment shall be \$1,200.00 per lot, payable \$100.00 per month.

(a) From and after January 1, of the year immediately following the conveyance of the first lot to an owner, the maximum annual assessment may be increased each year not more than ten (10%) percent above the maximum assessment for the previous year without a vote of the membership.

(b) From and after January 1 of the year immediately following the conveyance of the first lot to an owner, the maximum annual assessment may be increased above ten (10%) percent by the vote or written assent of two-thirds (2/3) of each class of members.

(c) The Board of Directors may fix the annual assessment at any amount not in excess of the maximum.

**7.4 Special Assessments for Capital Improvements.** In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the common area, including fixtures and personal property related thereto, provided that any such assessment shall have the vote or written assent of two-thirds (2/3) of each class of members. At such time as the Class B membership ceases and is converted to Class A membership, any such assessment shall have the vote or written assent of two-thirds (2/3) of the Class A membership.

**7.5 Notice and Quorum for any Action Authorized under Sections 7.3 and 7.4.** Any action authorized under Sections 7.2 and 7.4 shall be taken at a meeting called for the purpose, written notice of which shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. If the proposed action is favored by a majority of the votes cast at such meeting, but such vote is less than the requisite two-thirds (2/3), members who were not present in person or by proxy may give their assent in writing provided the same is obtained by the appropriate officers of the Association not later than (30) days from the date of such meeting. At the first such meeting called for any action authorized under Sections 7.3 and 7.4 above, the presence at the meeting of members or proxies entitled to cast two-thirds (2/3) of the votes of each class of membership shall constitute a quorum. If the required quorum is not present at such meeting, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

**7.6 Uniform Rate of Assessment.** Both annual and special assessment must be fixed at a uniform rate for all lots and may be collected on a monthly basis.

**7.7 Date of Commencement of Annual Assessments, Due Dates.** The annual assessments provided for herein shall commence as to all lots on the first day of each month following the conveyance of the first lot to an owner. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The board of directors shall fix the amount of the annual assessment against each lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every owner subject thereto. The due dates shall be established by the board of directors. The regular assessments as to the property brought under this Declaration by annexation shall commence with respect to all lots within such property on the first day of the month following the conveyance of the first lot to an owner.

**7.8 Certificate of Payment.** The Association shall, upon demand, furnish to any owner liable for said assessment, a certificate in writing signed by an officer of the Association, setting forth whether the regular and special assessments on a specified lot have been paid and the amount of the delinquency, if any. A reasonable charge may be made by the board for the issuance of these certificates. Such certificates shall be conclusive evidence of payment of any assessment therein stated to have been paid.

**7.9 Effect of Nonpayment of Assessments; Remedies.** Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of ten (10%) percent per annum. Suit to recover a money judgment for unpaid assessments may be maintained against the owner personally obligated to pay the same without foreclosing or waiving the lien securing said assessment. The Association may enforce the lien by sale in accordance with the provisions of N.R.S. 278A 150-170 inclusive or by civil suit or in any other manner permitted by law. The chairman and in his absence the vice-chairman of the board of directors is designated trustee for the purposes of exercising the power of sale provisions contemplated by N.R.S. 278A 150-170 inclusive. The Association through duly authorized agents shall have the power to bid on the lot at any such sale and to hold, lease, mortgage and convey the same. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the common area or abandonment of his lot. If any suit or action is brought to collect any such charge, then there shall be added to the amount, thereof costs of suit and reasonable attorney's fees to be fixed by the court and included in any judgment in any such suit or action.

**7.10 Notice of Lien.** No action shall be brought by the Association to foreclose said assessment lien or to proceed under the power of sale herein provided until thirty (30) days after the date a notice of claim of lien is deposited in the United States mail, certified or registered, postage prepaid, to the owner of said lot, and a copy thereof is recorded by the Association in the office of the County Recorder in which the properties are located; said notice of claim shall contain a sufficient legal description of any such lot, the record owner or reputed owner thereof, the amount claimed (which may at the Association's option include interest on the unpaid assessment at ten (10%) percent per annum, plus reasonable attorney's fees and expenses of collection in connection with the debt secured by said lien), and the same and address of the Association. Upon the timely curing of any default for which a notice of claim or lien was filed by the Association, any two of the officers thereof are hereby authorized to file or record, as the case may be, an appropriate release of such notice, upon payment by the defaulting owner of a reasonable fee, to be determined by the Association, to cover the costs of preparing and filing or recording such release.

**7.11 Subordination of the Lien to Mortgages.** The lien of the assessments provided for herein shall be subordinate to the lien of any purchase money first mortgage. Sale or transfer of any lot shall not affect the assessment lien. However, the sale or transfer of any lot pursuant to mortgage foreclosures or any proceeding in lieu thereof by the holder of a purchase money first mortgage, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such lot from liability for any assessments thereafter becoming due or from the lien thereof.

**7.12 Mortgage Protection.** No breach of the covenants, conditions or restrictions in this Declaration, nor the enforcement thereof or of any lien provision herein, shall defeat or render invalid the lien of any purchase money first mortgage or deed of trust made in good faith and for value. However, all of the covenants, conditions and restrictions in this Declaration shall be binding upon any owner whose title is derived through foreclosure or exercise of a power of sale, or otherwise.


**7.13 Individual Assessment.** Whenever under any provision of this Declaration, an owner shall be obligated to do any act or thing or to refrain from doing any act or thing, the Association shall be entitled, but shall not be obligated, to do any act or thing required of the owner, or to do anything necessary to justify any action by an owner

in violation of these covenants, [ ] and restrictions, all on behalf of and at the cost and for the account of said owner, and in such event the Association may levy an individual special assessment against such owner to reimburse the Association for the cost thereof.

## ARTICLE VIII GENERAL PROVISIONS

**8.1 Enforcement.** The Association, or any owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

**8.2 Severability.** Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

**8.3 Term and Amendment.** The covenants and restrictions of this Declaration shall run with and bind the properties and shall inure to the benefit of and be enforceable by the Association, its legal representatives, successors and assigns, until December 1, 2001, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended by an instrument signed by not less than seventy-five (75%) percent of the lot owners. Any amendment must be recorded. 

**8.4 Mergers or Consolidations.** Upon a merger, consolidation, reorganization, or association of the Association with another association, as provided by agreement or declaration, its properties, rights and obligations may be transferred to another surviving, consolidated or reorganized association or, alternatively, the properties, rights and obligations of another association may be added to the properties, rights and obligations of the Association as a surviving, consolidated or reorganized corporation. The surviving, consolidated or reorganized association may administer the covenants and restrictions established by this Declaration, together with the covenants and restrictions established upon any other properties as one scheme.

**8.5 Notices.** Any notice permitted or required to be delivered as provided herein shall be in writing and may be delivered either personally or by mail. If delivery is made by mail, it shall be deemed to have been delivered forty-eight (48) hours after a copy of the same has been deposited in the United States mail with postage thereon fully prepaid and addressed to any person at the address given by such person to the Association for the purpose of service of such notice, or to the residence of such person if no address has been given to the Association. Such address may be changed from time to time by notice in writing to the Association.

**8.6 Enforcement and Nonwaiver.**

(a) **Right of Enforcement.** Except as otherwise provided herein, any owner of any lot within Rancho Bel Air Unit 2 shall have the right to enforce any or all of the provisions of the Rancho Bel Air restrictions upon any property within Rancho Bel Air Unit 2 and the owners thereof and any such properties as may be annexed.

(b) **Violations and Nuisance.** Every act or omission whereby any provision of the Rancho Bel Air Unit 2 restrictions is violated in whole or in part is hereby declared to be a nuisance and may be enjoined or abated,

whether or not the relief sought is for negative or affirmative action by Declarant or the Association or any owners of lots within Rancho Bel Air Unit 2. However, any other provisions to the contrary notwithstanding, only Declarant, the Association, the board or duly authorized agents of any of them may enforce, by self-help, any of the provisions of the Rancho Bel Air Unit 2 restrictions, and only if such self-help is preceded by reasonable notice to the owner involved.

(c) Violation of Law. Any violation of any state, municipal or local law, ordinance or regulation pertaining to the ownership, occupation or use of any property within Rancho Bel Air Unit 2 is hereby declared to be a violation of the Rancho Bel Air Unit 2 restrictions and subject to any or all of the enforcement procedures set forth in said restrictions.

(d) Captions. All captions and titles used in this declaration are intended solely for convenience or reference and shall not affect that which is set forth in any of the provisions hereof.

(e) No Rights Given to the Public. Nothing contained in this Declaration shall be deemed to be a gift or dedication of any portion of Rancho Bel Air Unit 2 to the general public or for any public use or purpose.

8.7 Rancho Bel Air Unit 1 Merger – Effect. Prior to the filing of this Declaration, the RANCHO BEL AIR PARTNERSHIP entered into a written agreement with the RANCHO BEL AIR PROPERTY OWNERS ASSOCIATION NO. 1, INC., whereby the public rights of way as to streets within said Unit 1 were vacated. A purpose of said vacation was to unify the entire Rancho Bel Air Subdivision as a private secured community. In partial consideration of said vacation and certain easements granted to said partnership for the benefit of the entire Rancho Bel Air Subdivision, it is agreed and covenanted that should the Association and the Rancho Bel Air Property Owners Association Unit No. 1, Inc. merge, all lots in the Rancho Bel Air Subdivision shall be subject to an assessment in accordance with Article VII herein equal to the number of non-paying lots in Unit 1, (not to exceed eight lots in number) divided by the total number of lots (subject to assessment) in the entire Rancho Bel Air Subdivision.



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DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICT  
OF  
RANCHO BEL AIR UNIT 2

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DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS

OF

RANCHO DEL AIR UNIT 2

THIS DECLARATION made this 1st day of AUGUST, 1978,  
by RANCHO DEL AIR PARTNERSHIP, a Nevada partnership, and the under-  
signed lot owners, hereinafter collectively called "Declarant".

PREAMBLE

A. Declarant is the owner of real property described in  
Article II of this Declaration and desires to create thereon a  
residential community with private streets, common areas and facili-  
ties for the benefit of said community; and

B. Declarant desires to provide for the preservation of the  
values and amenities in said community and for the maintenance of  
the private streets, other common areas and facilities and to this  
end, desires to ultimately subject the properties described in  
Article II, together with such additions as may hereafter be made  
thereto, (as provided in Article II) to the covenants, restrictions,  
easements, charges and liens, hereinafter set forth, each and all  
of which is and are for the benefit of said property and each owner  
thereof; and

C. Declarant has deemed it advisable, for the efficient  
preservation of the values and amenities of said community to form  
an association to which should be delegated the powers of maintaining  
and administering the common properties and facilities and adminis-  
tering and enforcing the covenants and restrictions and collecting  
and disbursing the assessments and charges hereinafter created; and

D. Declarant has or will incorporate under the laws of the  
State of Nevada, a non-profit Homeowners Association for the purpose  
of exercising the above functions aforesaid; and

E. Declarant hereby declares that all of the property des-  
cribed as Rancho Del Air Unit 2 in Article II hereof, and such  
additions thereto, as may hereafter be brought within the terms of  
this declaration, shall be held, occupied, sold and conveyed subject  
to the following easements, restrictions, covenants and conditions,  
which are for the purpose of protecting the value and desirability  
of, and which shall run with, the real property and be binding on  
all parties having any right, title or interest in the described  
properties or any part thereof, their heirs, successors and assigns,

and shall inure to the benefit of each owner thereof.

ARTICLE I  
DEFINITIONS

1.1 Association shall mean and refer to the non-profit Home-owners Association created for the purpose of exercising the functions of this Declaration.

1.2 Owner shall mean (a) Declarant; or (b) any person or persons being either (i) the grantee or grantees, as the case may be, of the fee simple estate by conveyance in a lot and their successors and assigns; or (ii) the purchasers, under any executory contract of sale, in a lot within Rancho Del Air Unit 2. Unless the context otherwise requires, the term "owner" shall include the family, invitees, licensees and lessees of any owner, but shall not include those having such interest merely as security for the performance of any obligation.

1.3 Properties shall mean and refer to that certain real property described in Article II and such additions thereto as hereafter may be annexed and made subject to this Declaration and the jurisdiction of the Association pursuant to Article II hereof.

1.4 Phase I shall mean and refer to that certain real property described on Exhibit "A" and referred to in Article II hereof.

1.5 Common Area shall mean and refer to streets, parkways, medians, planting areas, entrance and guardhouse areas, and such other areas of land as appears on the property described as "existing property" in Article II and such other additions thereto as may hereafter be brought within the terms of this Declaration.

1.6 Lot shall mean and refer to any plot of land shown upon any recorded subdivision map of the properties with the exception of the common area.

1.7 Declarant shall mean and refer to RANCHO DEL AIR PARTNERSHIP, a Nevada partnership, composed of B.J.A. DEVELOPMENT CORPORATION OF NEVADA and RANCHO DEL AIR DEVELOPMENT PARTNERSHIP, and the undersigned lot owners, their successors and assigns, if such successors or assigns should acquire more than one (1) undeveloped lot from Declarant for the purpose of development.

1.8 Member shall mean and refer to every person or entity who holds membership in the Association.

1.9 Wherever the words "deed of trust" are used herein, they shall mean and be synonymous with the word "mortgage", and the same shall be used interchangeably with the same meaning; and likewise,

the word "beneficiary" shall be synonymous with the word "mortgagee", and the word "trustor" shall be synonymous with the word "mortgagor".

1.10 Single-Family Residence shall mean and refer to any single-family residential dwelling located on a lot and designed and intended for use and occupation by not more than one family.

1.11 Supplemental Declaration shall mean any declaration of covenants, conditions and restrictions which may be recorded by Declarant pursuant to Article II hereof.

1.12 Architectural Committee shall mean the committee created pursuant to Article V hereof, and the terms "architectural committee" and "architectural control committee" may be used interchangeably herein.

## ARTICLE II

### PROPERTY SUBJECT TO THIS DECLARATION AND ADDITIONS THERETO

2.1 Phase I. The real property which is, and shall be held, transferred, sold, conveyed and occupied subject to this Declaration is located in the County of Clark, State of Nevada, and is more particularly described as Amended Rancho Bel Air Unit 2, as shown by map thereof on file in Book 21 of Plats, Page 36, Clark County, Nevada Recorder, all of which property shall hereafter be referred to as Phase I.

2.2 Additions to Phase I. Additional real property may be annexed to Phase I and become subject to this Declaration by any of the methods set forth hereinafter.

2.3 Additions by Declarant. If Declarant shall develop or cause to be developed additional real property within the area described in Exhibit "B" attached hereto and incorporated herein by this reference, Declarant shall have the right to annex such additional real property to Phase I and to bring such real property within the general plan and scheme of this Declaration without the approval of the Association, its board of directors or members; provided, however, that said right of Declarant shall terminate on January 1, 1989.

2.4 Other Additions. In addition to the provision for annexation specified in Section 2.3 above, additional real property may be annexed to Phase I, and brought within the general plan and scheme of this Declaration upon the approval by vote or written consent of members entitled to exercise not less than two-thirds (2/3) of the voting powers of each class of membership of the association. Upon obtaining the requisite approval pursuant to this Section 2.4, the owner of any real property who desires to annex it to Phase I and add it to the general plan and scheme of this Declaration and subject it to the jurisdiction of the Association shall file of

record a supplemental declaration as more particularly described in Section 2.5 below.

2.5 Supplemental Declaration. The additions authorized under Sections 2.3 and 2.4 hereof shall be made by filing of record a supplemental declaration, or other similar instrument, with respect to the additional real property which shall be executed by Declarant or the owner thereof shall extend the general plan and scheme of this Declaration to such real property. The filing of record of said supplemental declaration shall constitute and effectuate the annexation of the additional real property described therein, and thereupon said real property shall become and constitute a part of Rancho Bel Air Unit 2, become subject to this declaration and encompassed within the general plan and scheme of the covenants, conditions and restrictions contained herein, and become subject to assessment by the Association and to the functions, powers and jurisdiction of the Association, and the owners of lots in said real property shall automatically become members of the Association.

Such supplemental declaration may contain such additions and modifications of the covenants, conditions and restrictions contained in this Declaration as may be necessary to reflect the different character, if any, of the added real property, or as Declarant may deem appropriate in the development of such real property, and as are not inconsistent with the general plan and scheme of this Declaration. In no event, however, shall such supplemental declaration revoke, modify or add to the covenants, conditions and restrictions established by this Declaration as the same pertain to Phase I, except as hereinafter may be provided.

2.6 Conveyance of Common Area. Declarant covenants that it will convey title to the common area to the Association prior to or concurrently with the conveyance of the first lot to a purchaser from the Declarant. This provision shall apply to each property annexed and made subject to this Declaration, whether by staged development or future annexations.

#### ARTICLE III

##### USE RESTRICTIONS

In addition to all other covenants contained herein, the use of the properties and each lot therein is subject to the following:

3.1 None of the lots shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any such lot other than a single family residence. Nothing in this declaration shall prevent an owner from leasing his



residence. However, all leases shall have a term of not less than six months, leases shall be in writing and any tenant shall abide by and be subject to all provisions of this Declaration.

3.2 Side and rear walls shall not exceed six (6) feet in height from zero grade level unless approved in writing by the Architectural Committee pursuant to Article V. Front walls, from front set back line shall not exceed three (3) feet in height from zero grade level unless approved in writing by the Architectural Committee pursuant to Article V.

3.3 No lot shall ever be used or caused to be used or allowed or authorized in any way, directly or indirectly, for any business, commercial, manufacturing, mercantile, storing, vending or other such non-residential purposes, except Declarant may use any lot owned by it for a model home site, and display and sales office.

3.4 No sign or billboard of any kind shall be displayed to the public view on any portion of the properties, or any lot, except one (1) 18" x 24" sign for each lot, advertising such lot for sale or rent, except for signs, billboards and other advertising devices or structures used by Declarants in connection with the development, subdivision, advertisement and sale of the properties and the lots.

3.5 No noxious or offensive activity shall be carried on upon any lot or any part of the properties, nor shall anything be done thereon which may be, or may become a nuisance to the neighborhood, or which shall in any way interfere with the quiet enjoyment of each of the owners of his respective dwelling unit, or which shall in any way increase the rate of insurance

3.6 No animals, fowl, reptiles or poultry shall be kept within a lot, except that domestic dogs, cats, birds and fish may be kept; however the same shall not be bred or raised thereon for commercial purposes or in unreasonable quantities. All animals must be kept on a leash if allowed off an owner's lot.

3.7 No oil drilling, oil development operations, oil refining, quarrying, or mining operations of any kind, shall be permitted upon or in the properties, nor shall oil wells, tanks, tunnels, or mineral excavations or shafts be permitted upon or in the surface of the properties. No derrick or other structure designed for use in boring for water, oil or natural gas shall be erected, maintained or permitted upon the properties.

3.8 All clotheslines and storage areas shall be prohibited upon the properties, unless obscured from view of adjoining lots and streets by a wall or appropriate screen approved by the Architectural Control Committee. Air conditioning units whether roof mounted or ground level shall be concealed so as not to be visible from adjoining lots.

CHECK  
RULES  
REES

3.9 Aluminum foil, milar, mirrors or other similar marterial shall not be used to cover windows, nor shall reflective windows be installed unless approved, in writing, by the Architectural Com-mittec.

3.10 No structure of a temporary character, whether a mobile home, house trailer, basement, tent, shack, garage, barn or other out-building shall be kept, stored or used on the properties at any time as a residence, either temporarily or permanently. Trailers, boats or similar vehicles may be stored or parked on a lot, provided it is within an enclosed garage or carport or screened area. This restriction shall not apply to sales and construction trailers used by Declarants or their agents during the construction and sales period of lots within the properties. No vehicle of any kind may be repaired or serviced on any lot unless said vehicle is screened or concealed. The commercial repair or servicing of vehicles is expressly prohibited.

3.11 No radio or television receivng or transmitting antennae or external apparatus shall be installed on the properties, where they may be visible from the adjoining lots or streets.

3.12 Unless otherwise approved, in writing by the Architectural Committee, no building shall be erected or located on any lot nearer than thirty (30) feet from the front curb line (back of face of curb) of the property; side set back shall be ten (10) feet from property lines, except where side yards abut street rights of ways, the set back shall be fifteen (15) feet; rear lot lines shall be as permitted by the ordinances and regulations of the City of Las Vegas. Free standing garages shall not be erected closer than five (5) feet to the rear or side property line. For purposes of this Section 3.12, eaves, steps and open patios shall not be considered as a part of a building.

3.13 No parking stalls, carports or garages situated on any lot shall be converted to any other use unless consented to in writing by the Architectural Control Committee.

3.14 No lumber, metals, bulk materials, refuse or trash shall be kept, stored or allowed to accumulate on any lot, except building materials during the course of any approved construction. If trash or other refuse is to be disposed of by being picked up, containers may be placed in the open for not more than twelve (12) hours before the pick up is to be made. After pick up or disposal, con-tainers shall be removed from publid view within twelve (12) hours.

3.15 All buildings erected or constructed on any lot shall conform to the ordinances and statutes pertaining thereto.

3.16 No residence containing less than 2,500 square feet of livable floor area shall be erected or permitted and no multi-level dwellings shall contain less than a 2,000 square foot ground floor.

Such floor area shall be exclusive of attached garage and open entries, porches, patio or basement. The 2,500 square feet minimum required floor area shall be deemed to include the total livable enclosed floor area of the residence.

3.17 Easements for installation and maintenance of the utilities, sewer pipelines and facilities and drainage facilities over and in the properties, and all pipelines and other facilities located and to be located in said easements (together with the right of egress and ingress in connection therewith) are reserved as shown on the recorded map of the properties.

3.18 During reasonable hours and after reasonable notice, any agent of Declarant, so long as it is an owner of at least twenty-five (25%) percent of the lots, or the Association, shall have the right to enter upon and inspect lots for the purpose of ascertaining whether or not the provisions of this Declaration are being complied with and shall not be deemed guilty of trespass by reason thereof.

3.19 Breach of any of the covenants in this Article III shall not defeat or render invalid the lien of any mortgage or deed of trust made in good faith and for value as to said lots or property, or any part thereof, but such provisions, restrictions or covenants shall be binding and effective against any owner of said property whose title thereto is acquired by foreclosure, trustee's sale or otherwise.

3.20 Except as they are installed by the Declarant in the initial construction of the homes and improvements thereto, no additions, remodeling, fences or walls shall be commenced or erected without prior written approval of the Architectural Committee as set forth in Article V of this Declaration.

#### ARTICLE IV

##### HOMEOWNERS ASSOCIATION

4.1 Organization. The Association shall be a nonprofit Nevada corporation charged with the duties and invested with the powers prescribed by law and set forth in the articles, by-laws and this Declaration. Neither the articles nor by-laws shall, for any reason, be amended or otherwise changed or interpreted so as to be inconsistent with this Declaration.

4.2 Membership. Every owner of a lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any lot which is subject to assessment.

(a) Voting. The Association shall have two (2) classes of voting membership:

Class A: Class A members shall be all owners with the exception of the Declarant and shall be entitled to one vote for each lot owned. When more than one (1) person holds an interest in any lot, all such persons shall be members. The vote for such lot shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any lot. No fractional votes may be cast.

Class B: The Class B member(s) shall be the Declarant and shall be entitled to three (3) votes for each lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of any of the following events, whichever occurs earlier:

(1) When the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership.

(2) On January 1, 1985.

(b) Joint Owner Disputes. The vote for each such lot shall, if at all, be cast as a single vote, and fractional votes shall not be allowed. In the event that joint owners are unable to agree among themselves as to how their vote or votes shall be cast, they shall lose their right to vote on the matter in question. If any owner casts a vote representing a certain lot, it will thereafter be conclusively presumed for all purposes that he or they were acting with the authority and consent of all other owners of the same lot.

4.3 Meetings. Not later than the earlier of (1) forty-five (45) days after the closing of the sale of the lot which represents the fifty-first (51%) percentile interest authorized for sale under the first public report for Rancho Bel Air Unit 2; or (2) six (6) months after the sale of the first lot in Rancho Bel Air Unit 2, a special meeting shall be held at which members of the board of the Association shall be elected by a vote of the then members of the Association. The presence at any meeting, in person or by proxy, of the members entitled to vote at least fifty (50%) percent of the total votes shall constitute a quorum. If any meeting cannot be held because a quorum is not present, the members present, either in person or by proxy, may, as otherwise provided by law, adjourn the meeting to a time not less than five (5) days nor more than thirty (30) days from the time the original meeting was called, at which meeting the quorum requirement shall be the members entitled to vote at least twenty-five (25%) percent of the total votes.

The president of the Association (or any vice president in his absence) shall act as chairman of all meetings of the members and

the secretary of the Association (or an assistant secretary thereof in his absence) shall act as secretary of all such meetings.

At each annual meeting, the board shall present a written statement of assessment and common expenses, itemizing receipts and disbursements for the preceding calendar year. Within ten (10) days after the date set for each annual meeting, such statement shall be delivered to the members not present at said meeting.

4.4 Duties of Association. In addition to the duties and powers enumerated in its Articles of Incorporation and by-laws, or elsewhere provided for herein, and without limiting the generality thereof, the Association shall:

(a) Own, maintain, improve, construct, reconstruct, (in the event of deterioration or destruction) and manage all of the common area and all facilities, improvements and landscaping thereof, and all property acquired by the Association, and to pay all the costs thereof. In the event of damage or destruction to the common area, all available insurance proceeds shall be used for the repair or reconstruction of the common area, and, if such insurance proceeds are insufficient, special assessment pursuant to Section 4 of Article VII herein, may be levied.

(b) Pay all real and personal property taxes and other charges assessed against the common area.

(c) Have the authority to obtain, for the benefit of the common area, all water, gas and electric, sewer and drain service, refuse collection, and street maintenance.

(d) Grant easements where necessary for utilities and sewer facilities over the common area.

(e) Maintain hazard and liability insurance and such other policy or policies of insurance as the Board of Directors of the Association deems necessary or desirable in furthering the purposes of and protecting the interests of the Association and its members.

(f) Have the authority to employ a manager or other persons and to contract with independent contractors or managing agents to perform all or any part of the duties and responsibilities of the Association, provided that any such contract with a person or firm appointed shall not exceed one (1) year in term unless approved by the vote of a majority of the members of the Association.

(g) Enforce applicable provisions of this Declaration and the by-laws of the Association and to establish and enforce uniform rules and regulations pertaining to the use of the private streets, and other common areas or facilities.

(h) Have the right to enter upon any privately owned lot (but not the interior of any dwelling without consent of owner) where necessary in connection with construction, maintenance or repair of the common area or facilities.

(i) Architectural Committee. To appoint and remove members of the architectural committee as provided in Article V hereof, and to insure that at all reasonable times there is available a duly constituted and appointed architectural committee.

(j) Enforcement of Restrictions and Rules. To perform such other acts, whether or not expressly authorized by the Rancho Del Air Unit 2 restrictions, as may be reasonably necessary to enforce any of the provisions of the Rancho Del Air Unit 2 restrictions and the architectural committee rules.

(k) Review annually all insurance policies and bonds maintained by the Association.

(l) Enter into contracts, either singularly or jointly, with similar associations for maintenance of the common areas, security guard service, accounting, legal and other services necessary to carry out the purposes of this declaration.

(m) Grant non-exclusive easements over the common areas to adjoining subdivisions.

(n) No member of the board, nor any agent, representative or employee of the Association shall be personally liable to any owner or to any other party for any damage, loss or prejudice suffered or claimed on account of any act or omission of the Association, the board or any other agents, representatives or employees of the Association, or the architectural committee, provided that such board member or other person has, upon the basis of such information as may be possessed by him, acted in good faith.

4.5 Lots Abutting Mesquite Avenue & Rancho Drive. Owners of lots abutting Mesquite Avenue or Rancho Drive shall maintain exterior walls and grounds facing said streets; should they fail to do so, the Association may proceed in accordance with this Declaration.

#### ARTICLE.V

##### ARCHITECTURAL CONTROL COMMITTEE

5.1 Architectural Approval. No building, fence, wall, sign or other structure, or exterior addition to or change or alteration thereof (including painting or landscaping) shall be commenced constructed, erected, placed, altered, maintained, or permitted to remain on the lots and common area until plans and specifications showing plot layout and all exterior elevations, with materials and colors therefor and structural design and landscaping, shall have been submitted to or approved in writing by an architectural control

committee composed of three (3) persons initially to be appointed by the Declarant ("architectural committee"). No carport structure shall be permitted or constructed. No structure shall be improved with a rock roof or composition shingle roof. All walls shall be of block construction. Design and location of mail receptacles shall be subject to this Article. All plans and specifications shall be submitted in writing over the signature of the owner of the property or its authorized agent. Approval shall be based, among other things, on adequacy of site dimensions; adequacy of structural design and materials; conformity and harmony of external design with neighboring structures; effect of location and use of improvements on neighboring property, improvements, operations and uses; relation to topography, grade and finished ground elevation of the property being improved to that of neighboring property; proper facing of main elevations with respect to nearby streets; preservation of natural view and esthetic beauty; and conformity of the plans and specifications to the purpose and general plan and intent of this Declaration. In any event, the architectural committee shall have the right to require any member to remove, trim, top or prune any shrub, tree or hedge which such committee reasonably believes impedes the view of any lot.

5.2 Term of Architectural Committee Appointed by the Declarant. The architectural committee appointed by Declarant pursuant to Section 5.1 above shall remain in office until the happening of any of the following events, whichever occurs earlier:

(a) When one hundred (100%) percent of the lots within Rancho Bel Air Unit 2 and such additional properties as may be annexed thereto have been sold.

(b) On January 1, 1989.

From and after the happening of these events, which occurs earlier, the architectural committee shall be composed of a board of the Association or by three (3) or more representatives appointed by the board who shall be members of the Association.

5.3 Failure to Approve or Disapprove Plans and Specifications. In the event the architectural committee, or its designated representative, fails to either approve or disapprove such plans and specifications within thirty (30) days after the same have been submitted to it, it shall be conclusively presumed that the architectural committee has approved such plans and specifications. All improvement work approved by the architectural committee shall be diligently completed.

5.4 No Liability. Neither Declarant, the Association nor the architectural committee, nor the members thereof, shall be liable in damages to anyone submitting plans or specifications to them for approval, or to any owner of property affected by these restrictions



by reason of mistake in judgment, negligence or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve or disapprove any such plans or specifications. Every such person who submits plans or specifications to the architectural committee for approval agrees, by submission of such plans and specifications, and every owner of any of said property agrees that he will not bring any action or suit against Declarant, the Association, the architectural committee, or any of the members thereof to recover any such damages.

5.5 Notice of Noncompliance or Noncompletion. Notwithstanding anything to the contrary contained herein, after the expiration of one (1) year from the date of issuance of a building permit by municipal or other governmental authority for any improvement, said improvement shall, for the benefit of purchasers and encumbrances in good faith and for value, be deemed to be in compliance with all provisions of this Article V, unless actual notice of such noncompliance or noncompletion, executed by the architectural committee or its designated representatives, shall appear of record in the Office of the County Recorder of Clark County, Nevada, or unless legal proceedings shall have been instituted to enforce compliance or completion.

5.6 Rules and Regulations. The architectural committee may from time to time, in its sole discretion, adopt, amend and repeal rules and regulations interpreting and implementing the provisions hereof.

5.7 Variances. Where circumstances, such as topography, location of property lines, location of trees, or other matters require, the architectural committee, by the vote or written consent of a majority of the members thereof, may allow reasonable variances as to any of the covenants, conditions or restrictions contained in this Declaration under the jurisdiction of such committee, on such terms and conditions as it shall require; provided, however, that all such variances shall be in keeping with the general plan for the improvement and development of the property.

#### ARTICLE VI

##### PROPERTY RIGHTS

6.1 Owner's Easements of Enjoyment. Every owner shall have a right and easement of ingress and egress and of enjoyment in and to the common area, including private street areas, which shall be appurtenant to and shall pass with the title to every lot, subject to the following provisions.

(a) The right of the Association to dedicate or transfer all or any part of the common area to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication, transfer or

conveyance shall be effective unless an instrument signed by members entitled to cast two-thirds (2/3) of the votes of each class of membership has been recorded agreeing to such dedication, transfer or conveyance, and unless written notice of the proposed action is sent to every member not less than thirty (30) nor more than sixty (60) days in advance thereof,

(b) The right of the Association to establish uniform rules and regulations pertaining to the use of the common areas.

(c) The right of the Association, in accordance with its articles and by-laws, to borrow money for the purpose of improving or reconstructing the common area and facilities thereof and in aid thereof, to mortgage said property upon the vote or written assent of two-thirds (2/3) of each class of membership. At such time as the Class B membership ceases and is converted to Class A membership, no right authorized by this subparagraph (c) may be exercised except upon the vote or written assent of two-thirds (2/3) of the entire membership.

6.2 Waiver of Use. No member may exempt himself from personal liability for assessment duly levied by the Association, nor release the lot owned by him from the liens and charges hereof, by waiver of the use and enjoyment of the private streets and other common areas or by abandonment of his lot.

#### ARTICLE VII

##### COVENANT FOR MAINTENANCE ASSESSMENTS

7.1 Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each lot owned by it, hereby covenants, and each owner of any lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorney's fees, shall also be the personal obligation of the person who was the owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

7.2 Purpose of Assessments. The assessments levied by the Association shall be used for the purpose of operating the Association for the benefit, welfare and enjoyment of its members, and in this connection, for the maintenance and improvement of the common area and the facilities thereon, and to provide funds for the Association!

to carry on its duties set forth herein or in its articles or by-laws.

7.3 Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first lot to an owner, the maximum annual assessment shall be \$1,200.00 per lot, payable \$100.00 per month.

(a) From and after January 1, of the year immediately following the conveyance of the first lot to an owner, the maximum annual assessment may be increased each year not more than ten (10%) percent above the maximum assessment for the previous year without a vote of the membership.

(b) From and after January 1 of the year immediately following the conveyance of the first lot to an owner, the maximum annual assessment may be increased above ten (10%) percent by the vote or written assent of two-thirds (2/3) of each class of members.

(c) The Board of Directors may fix the annual assessment at any amount not in excess of the maximum.

7.4 Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the common area, including fixtures and personal property related thereto, provided that any such assessment shall have the vote or written assent of two-thirds (2/3) of each class of members. At such time as the Class B membership ceases and is converted to Class A membership, any such assessment shall have the vote or written assent of two-thirds (2/3) of the Class A membership.

7.5 Notice and Quorum for any Action Authorized under Sections 7.3 and 7.4. Any action authorized under Sections 7.3 and 7.4 shall be taken at a meeting called for that purpose, written notice of which shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. If the proposed action is favored by a majority of the votes cast at such meeting, but such vote is less than the requisite two-thirds (2/3), members who were not present in person or by proxy may give their assent in writing provided the same is obtained by the appropriate officers of the Association not later than thirty (30) days from the date of such meeting. At the first such meeting called for any action authorized under Sections 7.3 and 7.4 above, the presence at the meeting of members or proxies entitled to cast two-thirds (2/3) of the votes of each class of membership shall constitute a quorum. If the required quorum is not present at such meeting, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum

at the preceeding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

7.6 Uniform Rate of Assessment. Both annual and special assessment must be fixed at a uniform rate for all lots and may be collected on a monthly basis.

7.7 Date of Commencement of Annual Assessments, Due Dates. The annual assessments provided for herein shall commence as to all lots on the first day of each month following the conveyance of the first lot to an owner. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The board of directors shall fix the amount of the annual assessment against each lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every owner subject thereto. The due dates shall be established by the board of directors. The regular assessments as to the property brought under this Declaration by annexation shall commence with respect to all lots within such property on the first day of the month following the conveyance of the first lot to an owner.

7.8 Certificate of Payment. The Association shall, upon demand, furnish to any owner liable for said assessment, a certificate in writing signed by an officer of the Association, setting forth whether the regular and special assessments on a specified lot have been paid and the amount of the delinquency, if any. A reasonable charge may be made by the board for the issuance of these certificates. Such certificates shall be conclusive evidence of payment of any assessment therein stated to have been paid.

7.9 Effect of Nonpayment of Assessments; Remedies. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of ten percent (10%) per annum. Suit to recover a money judgment for unpaid assessments may be maintained against the owner personally obligated to pay the same without foreclosing or waiving the lien securing said assessment. The Association may enforce the lien by sale in accordance with the provisions of N.R.S. 278A 150-170 inclusive or by civil suit or in any other manner permitted by law. The chairman and in his absence the vice-chairman of the board of directors is designated trustee for the purposes of exercising the power of sale provisions contemplated by N.R.S. 278A 150-170 inclusive. The Association through duly authorized agents shall have the power to bid on the lot at any such sale and to hold, lease, mortgage and convey the same. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the common area or abandonment of his lot.

If any suit or action is brought to collect any such charge, then there shall be added to the amount thereof costs of suit and reasonable attorney's fees to be fixed by the court and included in any judgment in any such suit or action.

7.10 Notice of Lien. No action shall be brought by the Association to foreclose said assessment lien or to proceed under the power of sale herein provided until thirty (30) days after the date a notice of claim of lien is deposited in the United States mail, certified or registered, postage prepaid, to the owner of said lot, and a copy thereof is recorded by the Association in the office of the County Recorder in which the properties are located; said notice of claim shall contain a sufficient legal description of any such lot, the record owner or reputed owner thereof, the amount claimed (which may at the Association's option include interest on the unpaid assessment at ten percent (10%) per annum, plus reasonable attorney's fees and expenses of collection in connection with the debt secured by said lien), and the name and address of the Association. Upon the timely curing of any default for which a notice of claim or lien was filed by the Association, any two of the officers thereof are hereby authorized to file or record, as the case may be, an appropriate release of such notice, upon payment by the defaulting owner of a reasonable fee, to be determined by the Association, to cover the costs of preparing and filing or recording such release.

7.11 Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any purchase money first mortgage. Sale or transfer of any lot shall not affect the assessment lien. However, the sale or transfer of any lot pursuant to mortgage foreclosures or any proceeding in lieu thereof by the holder of a purchase money first mortgage, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such lot from liability for any assessments thereafter becoming due or from the lien thereof.

7.12 Mortgage Protection. No breach of the covenants, conditions or restrictions in this Declaration, nor the enforcement thereof or of any lien provision herein, shall defeat or render invalid the lien of any purchase money first mortgage or deed of trust made in good faith and for value. However, all of the covenants, conditions and restrictions in this Declaration shall be binding upon any owner whose title is derived through foreclosure or exercise of a power of sale, or otherwise.

7.13 Individual Assessment. Whenever under any provision of this Declaration, an owner shall be obligated to do any act or thing or to refrain from doing any act or thing, the Association

shall be entitled, but shall not be obligated, to do any or thing required of the owner, or to do anything necessary to rectify any action by an owner in violation of these covenants, conditions and restrictions, all on behalf of and at the cost and for the account of said owner, and in such event the Association may levy an individual special assessment against such owner to reimburse the Association for the cost thereof.

#### ARTICLE VIII

##### GENERAL PROVISIONS

8.1 Enforcement. The Association, or any owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

8.2 Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

8.3 Term and Amendment. The covenants and restrictions of this Declaration shall run with and bind the properties and shall inure to the benefit of and be enforceable by the Association, its legal representatives, successors and assigns, until December 1, 2001, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended by an instrument signed by not less than seventy-five (75%) percent of the lot owners. Any amendment must be recorded.

8.4 Mergers or Consolidations. Upon a merger, consolidation, reorganization, or association of the Association with another association, as provided by agreement or declaration, its properties, rights and obligations may be transferred to another surviving, consolidated or reorganized association or, alternatively, the properties, rights and obligations of another association may be added to the properties, rights and obligations of the Association as a surviving, consolidated or reorganized corporation. The surviving, consolidated or reorganized association may administer the covenants and restrictions established by this Declaration, together with the covenants and restrictions established upon any other properties as one scheme.

8.5 Notices. Any notice permitted or required to be delivered as provided herein shall be in writing and may be delivered either personally or by mail. If delivery is made by mail, it shall be deemed to have been delivered forty-eight (48) hours after a copy of the same has been deposited in the United States mail with postage thereon fully prepaid and addressed to any person at the

address given by such person to the Association for the purpose of service of such notice, or to the residence of such person if no address has been given to the Association. Such address may be changed from time to time by notice in writing to the Association.

8.6 Enforcement and Nonwaiver.

(a) Right of Enforcement. Except as otherwise provided herein, any owner of any lot within Rancho Bel Air Unit 2 shall have the right to enforce any or all of the provisions of the Rancho Bel Air restrictions upon any property within Rancho Bel Air Unit 2 and the owners thereof and any such properties as may be annexed.

(b) Violations and Nuisance. Every act or omission whereby any provision of the Rancho Bel Air Unit 2 restrictions is violated in whole or in part is hereby declared to be a nuisance and may be enjoined or abated, whether or not the relief sought is for negative or affirmative action by Declarant or the Association or any owners of lots within Rancho Bel Air Unit 2. However, any other provisions to the contrary notwithstanding, only Declarant, the Association, the board or duly authorized agents of any of them may enforce, by self-help, any of the provisions of the Rancho Bel Air Unit 2 restrictions, and only if such self-help is preceded by reasonable notice to the owner involved.

(c) Violation of Law. Any violation of any state, municipal or local law, ordinance or regulation pertaining to the ownership, occupation or use of any property within Rancho Bel Air Unit 2 is hereby declared to be a violation of the Rancho Bel Air Unit 2 restrictions and subject to any or all of the enforcement procedures set forth in said restrictions.

(d) Captions. All captions and titles used in this declaration are intended solely for convenience or reference and shall not affect that which is set forth in any of the provisions hereof.

(e) No Rights Given to the Public. Nothing contained in this Declaration shall be deemed to be a gift or dedication of any portion of Rancho Bel Air Unit 2 to the general public or for any public use or purpose.

8.7 Rancho Bel Air Unit 1 Merger - Effect. Prior to the filing of this Declaration, the RANCHO BEL AIR PARTNERSHIP entered into a written agreement with the RANCHO BEL AIR PROPERTY OWNERS ASSOCIATION NO. 1, INC., whereby the public rights of way as to streets within said Unit 1 were vacated. A purpose of said vacation was to unify the entire Rancho Bel Air Subdivision as a private secured community. In partial consideration of said vacation and certain easements granted to said partnership for the benefit of the entire Rancho Bel Air Subdivision, it is agreed and covenanted that should the Association and the Rancho Bel Air Property Owners Association Unit NO. 1, Inc. merge, all lots in



the Rancho Bel Air Subdivision shall be subject to an assessment in accordance with Article VII herein equal to the number of non-paying lots in Unit 1, (not to exceed eight lots in number) divided by the total number of lots (subject to assessment) in the entire Rancho Bel Air Subdivision.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal this 1st day of August, 1978.

RANCHO BEL AIR, a General Partnership

BY: B. J. A. DEVELOPMENT CORPORATION,  
OF NEVADA, a Nevada corporation

BY: [Signature]  
AL P. BRENDE, JR.

BY: RANCHO BEL AIR DEVELOPMENT,  
a partnership

BY: [Signature]  
C. J. SOMMERS, AGENT  
BY: [Signature]  
BARRY W. BECKER, AGENT

B. J. A. DEVELOPMENT CORPORATION OF NEVADA, a Nevada corporation

BY: [Signature]  
AL P. BRENDE, JR.

RANCHO BEL AIR DEVELOPMENT, a Partnership

BY: [Signature]  
C. J. SOMMERS, AGENT  
BY: [Signature]  
BARRY W. BECKER, AGENT

----- LOT OWNERS -----

[Signature]  
JOEL P. AUSTIN  
[Signature]  
PETER M. THOMAS

[Signature]  
MELBA AUSTIN  
[Signature]  
NANCY P. THOMAS

[Signature]  
SAM IACOVETTO  
[Signature]  
AL P. BRENDE, JR.

[Signature]  
BILLIE ANN IACOVETTO  
[Signature]  
VICKI G. BRENDE

STATE OF NEVADA }  
COUNTY OF CLARK }

On this 3rd day of August, 1978, personally appeared before me, a  
Notary Public in and for said Clark County, Al. P. Brende, Jr., C. J. Sommers  
and Barry W. Becker for said General Partnership  
known to me to be the person, described in and who executed the foregoing instrument, who acknowledged to me  
that they executed the same freely and voluntarily and for the uses and purposes therein mentioned.  
WITNESS my hand and official seal.



Notary Public, State of Nevada  
CLARK COUNTY  
Alice Hoffman  
My Commission Expires Mar. 20, 1982

*Alice Hoffman*  
NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE

MY COMMISSION EXPIRES: \_\_\_\_\_

STATE OF NEVADA }  
COUNTY OF CLARK }

On this 3rd day of August, 1978, personally appeared before me, a  
Notary Public in and for said Clark County, Al. P. Brende, Jr. for said  
Corporation  
known to me to be the person, described in and who executed the foregoing instrument, who acknowledged to me  
that he executed the same freely and voluntarily and for the uses and purposes therein mentioned.  
WITNESS my hand and official seal.



Notary Public, State of Nevada  
CLARK COUNTY  
Alice Hoffman  
My Commission Expires Mar. 20, 1982

*Alice Hoffman*  
NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE

MY COMMISSION EXPIRES: \_\_\_\_\_

STATE OF NEVADA }  
COUNTY OF CLARK }

On this 3rd day of August, 1978, personally appeared before me, a  
Notary Public in and for said Clark County, C. J. Sommers and Barry W. Becker,  
Agents of said Partnership  
known to me to be the person, described in and who executed the foregoing instrument, who acknowledged to me  
that they executed the same freely and voluntarily and for the uses and purposes therein mentioned.  
WITNESS my hand and official seal.



Notary Public, State of Nevada  
CLARK COUNTY  
Alice Hoffman  
My Commission Expires Mar. 20, 1982

*Alice Hoffman*  
NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE

MY COMMISSION EXPIRES: \_\_\_\_\_

STATE OF NEVADA

COUNTY OF CLARK

On this 4th day of August

1978, personally appeared before me, a

Notary Public in and for said CLARK County, Joel R. Austin and Melba Austin

known to me to be the persons described in and who executed the foregoing instrument, who acknowledged to me that they executed the same freely and voluntarily and for the uses and purposes therein mentioned.

WITNESS my hand and official seal.



Notary Public - State of Nevada  
CLARK COUNTY  
Alice Hoffman  
My Commission Expires Mar. 20, 1982

*Alice Hoffman*  
NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE

MY COMMISSION EXPIRES: \_\_\_\_\_

STATE OF NEVADA

COUNTY OF CLARK

On this 28th day of August

1978, personally appeared before me, a

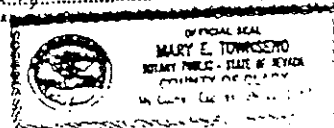
Notary Public in and for said CLARK County, PETER M. THOMAS AND NANCY P.

THOMAS

known to me to be the persons described in and who executed the foregoing instrument, who acknowledged to me that they executed the same freely and voluntarily and for the uses and purposes therein mentioned.

WITNESS my hand and official seal.

NOTARY



MY COMMISSION EXPIRES: July 11, 1980

BOOK 943

902682  
25-25

STATE OF NEVADA  
COUNTY OF CLARK

On this 25th day of August, 1978, personally appeared before me, a  
Notary Public in and for said Clark County, Nevada, J. and  
Vicki G. Brands

known to me to be the person(s) described in and who executed the foregoing instrument, who acknowledged to me  
that s/he executed the same freely and voluntarily and for the uses and purposes therein mentioned.

WITNESS my hand and official seal



Notary Public, State of Nevada  
CLARK COUNTY  
Alice Hoffman  
My Commission Expires Jan. 23, 1982

NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE

MY COMMISSION EXPIRES

ATTN TO:  
LAWYERS TITLE OF LAS VEGAS, INC.

INST. NO. 902682  
OFFICIAL RECORD BOOK NO. 943  
RECORDED AT REQUEST OF

LAWYERS TITLE OF LAS VEGAS, INC.

SEP 14 9 24 AM '78

CLARK COUNTY NEVADA  
JOAN L. SHIFF RECORDER

DEPUTY