

RANCHO BEL AIR HOMEOWNERS ASSOCIATION

RULES & REGULATIONS

TABLE OF CONTENTS

<u>SECTION</u>	<u>PAGE</u>
I. PREAMBLE.....	3
II. ADMINISTRATION.....	3
III. PETS.....	5
IV. PARKING.....	5
V. HAZARDOUS MATERIALS.....	6
VI. NUISANCE/EXCESSIVE NOISE.....	6
VII. TRASH.....	7
VIII. SIGNS.....	7
IX. HOLIDAY DECORATIONS.....	7
X. INSURANCE.....	7
XI. EXTERIOR MAINTENANCE & REPAIR.....	8
XII. VACANT LOT MAINTENANCE.....	8
XIII. UNSIGHTLY ARTICLES.....	8
XIV. TEMPORARY STRUCTURES.....	8
XV. SINGLE FAMILY USE.....	8
XVI. LANDSCAPING.....	9
XVII. PENALTY POLICY AND PROCEDURE GUIDE.....	9
XVIII. ARCHITECTURAL REVIEW.....	12
XIX. CONSTRUCTION RULES.....	14

I. PREAMBLE

The purpose of the Rules and Regulations is to establish the basic standards of conduct required of all residents of Rancho Bel Air in order that every homeowner may enjoy to the fullest his or her individual rights, while respecting the rights of others to the quiet and peaceful occupancy of their home and the use of the common area and facilities.

While each homeowner owns his or her individual deeded property and has all the rights, privileges and responsibilities of ownership, the ownership and use of common facilities are shared with all other residents.

II. ADMINISTRATION

- A. To ensure the protection of these rights and preservation of the value and amenities of the common areas, the developer filed with the Clark County Recorder's Office a Declaration of Restrictions, to which every homeowner in Rancho Bel Air is legally bound.

Excepting certain owners in Unit 1, every owner of a lot at Rancho Bel Air is a member of the Rancho Bel Air Homeowners Association. The By-Laws of the Association establish that the affairs of the Association be managed by a duly elected Board of Directors and further articulates the powers and duties of the Board. The power, duties and liability of the Board is subject to all state and federal statutes.

All Directors and Committee members are unpaid volunteers. Any harassment of a Board or Committee member shall constitute an infraction of the Rules and Regulations and will result in a \$50.00 fine per occurrence.

The Board of Directors of the Association shall employ managers to administer the affairs of the Association. The managers report to and are responsible solely to the Board of Directors of the Association. The managers do not make or change policy, procedures or Rules and Regulations; such authority is exclusively reserved to the Board of Directors.

- B. These Rules and Regulations may be amended at any regular legally-constituted meeting of the Association by a simple majority vote, provided that no rule or amendment to the Rules and Regulations shall become effective until 48 hours after said change is mailed to the members.
- C. A copy of the Rules and Regulations shall be maintained in the Property Manager's business office for inspection during regular office hours.

- D. The conduct of homeowners, their minor children, and their invited guests and tenants is governed by the Rules and Regulations herein set forth. Additionally each homeowner is liable to the Association for the conduct of their minor children and invited guests and tenants while upon or using the common grounds.
- E. Any homeowner wishing to lease his or her property may do so upon compliance with the following:
1. A copy of the Lease and tenant's name and telephone number shall be provided to the Property Manager.
 2. The tenant shall be given a copy by the homeowner of all CC&R's, By-Laws and Rules and Regulations for the Association.
 3. The tenant is accountable and liable jointly and severally for any infractions. This does not absolve the homeowner from his accountability and liability.
- F. All complaints must be in writing and directed to the Property Manager.
- G. The Rules and Regulations are supplemental to the Declaration of Covenants, Conditions and Restrictions, the Articles of Incorporation of Rancho Bel Air Homeowners Association and the By-Laws of said Association, and are considered to be consistent with those documents. Nothing contained in the Rules and Regulations shall amend or modify the foregoing documents. To the extent that any of these Rules and Regulations shall be adjudicated inconsistent with the governing documents, the governing documents shall prevail.
- H. A violation of any of the restrictions shall be considered a violation of the Rules and Regulations. However, any failure by the Board of Directors, its officers or employees to proceed with the remedies available under the enforcement and penalty for violation section herein shall in no way constitute a waiver to do so in the future, or deprive Rancho Bel Air Homeowners Association, any government agency having jurisdiction, or any corporation or person having a legal right, title or interest, to any remedy otherwise available at law.
- I. Any and all legal fees incurred in the enforcement of any Rules and Regulations, CC&R's, By-Laws, Design Specifications or Articles of Incorporation shall be reimbursed to the Association by the offending party upon demand. These legal fees will be reimbursed whether or not the proceeding culminates in a remedy at law.

- J. The invalidation of any of these Rules and Regulations by court judgement or decree shall in no way invalidate the other rules.

III. PETS

No livestock, fowl or other animals other than dogs, cats, or other common and ordinary household pets may be kept within the subdivision. No household pets or other animals whatsoever will be kept or bred for commercial purposes. Furthermore, household pets shall not be allowed to interfere with the reasonable comfort or safety of adjoining neighbors and shall not exceed a total of three (3) such pets per household.

The following rules have been adopted with respect to pets:

- A. Pets will be maintained on a leash and controlled at all times when in the common area. Pets are not to be walked on other owner's property, whether improved or not.
- B. Residents walking pets will carry a pooper-scooper and container at all times. All feces are to immediately removed and disposed of properly.
- C. Cats are considered pets and are not allowed to roam freely or unsupervised.
- D. Dog barking/whining is to be controlled at all times. Excessive barking/whining should be reported to the Property Manager at the time of the infraction and followed up with a written complaint.
- E. No pet is to be left unattended in any common area.
- F. All pets are to be properly licensed and vaccinated, according to the requirements of Clark County and the City of Las Vegas.
- G. Residents are strongly urged to have pet identification tags on pet's collar.

IV. PARKING

- A. No person shall park, store or keep anywhere on the Properties or on any street abutting the Properties, any inoperable vehicle or any large commercial-type or other-type vehicle including, but not limited to, any dump truck, cement mixer truck, oil or gas truck or delivery truck, any recreational vehicle, camper unit, house car or motor home, any bus trailer, trailer coach, camp trailer, boat, aircraft, mobile home, or any other similar vehicle or any vehicular equipment, mobile or otherwise, deemed to be a nuisance by the Board, except wholly within the Owner's garage and only with the garage door closed.

- B. No person shall conduct repairs or restorations of any motor vehicle, boat, trailer, aircraft or other vehicle upon any portion of the Properties or on any street abutting the Properties. However, such repair and restoration shall be permitted within an Owner's garage when the garage door is closed, provided that such activity may be prohibited entirely if the Board determines in its reasonable discretion, that such activity constitutes a nuisance.
- C. Vehicles owned, operated or within the control of any Owner or of a resident of such Owner's unit shall be parked in the garage of such Owner to the extent of the space available therein.
- D. These restrictions shall not be interpreted in such a manner so as to permit any activity which would be contrary to any ordinance of the City or County in which the Properties are located.
- E. Any vehicle displaying commercial signage or advertising, unless parked for loading and unloading, or while performing service work, must be parked in a garage.
- F. Disabled vehicles are to be removed within 72 hours or will be subject to fines and/or towing charges,

V. HAZARDOUS MATERIALS

No hazardous materials other than those normally used for residential purposes (such as home cleaning products, pool care, etc.) shall be kept or stored on the property at any time.

VI. NUISANCE/EXCESSIVE NOISE

No noxious or offensive activity shall be carried on in or upon any lot or Association property, nor shall anything be done therein which is an unreasonable annoyance or a nuisance to any other owner. Without limiting the generality of the foregoing provision, no loud noises or noxious odors, horns, whistles, bells or other sound devices (other than security devices used exclusively for security), noisy or smokey vehicles, large power equipment or large power tools, unlicensed off-road vehicles or items which may unreasonably interfere with television or radio reception of any owner in the properties, shall be located, used or placed on any portion of any lot or exposed to the view of any other owners without the prior written consent of the Association Board. The Board shall have the right to determine in accordance with the CC&R's if any noise, odor, interference or activity producing such noise, odor or interference or activity constitutes a nuisance.

VII. TRASH

- A. Trash is to be taken out on pick-up day only and placed in a designated common area or on the homeowner's property for collection. Trash must be either properly tied in suitable heavy duty garbage bags or put in closed garbage containers. Empty garbage containers must be brought in no later than 12 hours after pick-up.
- B. Trash containers must be concealed from view when not out for pick-up either by enclosure or be kept in the homeowner's garage.

VIII. SIGNS

- A. No sign other than one (1) sign not to exceed 12" X 12" advertising to restrictive home for sale or rent shall be erected or displayed on any lot, building or other object or structure without prior written permission of the Board of Directors. All for sale or for rent signs must be placed within three (3) feet of said structures. All sign posts advertising a property for sale or for rent are prohibited.
- B. All signs must conform to applicable local ordinances.
- C. No signs of any kind are permitted on community walls or fences, other than those placed by the Board.
- D. Security or beware of dog signs must conform to paragraph A above for size and location.
- E. All other signs must be approved by the Board of Directors.

IX. HOLIDAY DECORATIONS

All holiday decorations or lights will be removed within 14 days following the holiday. Any decorations left up beyond this time will result in a daily fine of \$15.00 until removal.

X. INSURANCE

Nothing shall be done or kept in or on the property of Rancho Bel Air which will increase or cause to be canceled the insurance on any lot or other portion of the properties.

XI. EXTERIOR MAINTENANCE AND REPAIR

No improvement or structure anywhere within the Rancho Bel Air community shall be allowed to fall into disrepair, and each improvement shall at all times be kept in good condition and repair as reasonably determined by the Board of Directors.

XII. VACANT LOT MAINTENANCE

All owners of vacant or undeveloped lots shall maintain said lot in a level, debris free manner. Native grass, weeds, brush, etc. shall be kept to a height of less than 6" on a continual basis. Violations of this regulation will be subject to penalties of \$50.00 bi-weekly until such time as the violation is corrected. Additionally, pursuant to the CC&R's, the Association may enter on the property, perform the required maintenance and enforce collection of the cost thereof in addition to the penalties described above.

XIII. UNSIGHTLY ARTICLES

No unsightly articles, including, but not limited to, clotheslines, trash containers or refuse, shall be permitted on the property.

XIV. TEMPORARY STRUCTURES

Unless approved in writing by the Board of Directors in connection with the construction of authorized improvements, no tent or shack or other temporary building, improvement or structure shall be placed upon any portion of Rancho Bel Air.

XV. SINGLE FAMILY USE

- A. All lots in the property shall be improved and used solely for single family residential use.
- B. No business shall be operated from any resident in the properties, except as outlined in the Association CC&R's. In no event shall any business be operated upon the property which in any way visually impacts on any other resident or community.
- C. No garage sales, yard sales, etc. shall be held on the properties without the written permission of the Board of Directors and/or the Association manager.

XVI. LANDSCAPING

Within one hundred and eighty (180) days after the close of escrow for the sale of a lot in Rancho Bel Air to an owner other than a participating builder, the owner shall install and shall thereafter continuously maintain the landscaping on his or her lot in a neat and attractive condition, including the common area directly adjacent to the front property line of each lot.

XVII. PENALTY POLICY AND PROCEDURE GUIDE

The Board of Directors of the Rancho Bel Air Homeowners Association has been granted the responsibility to conduct, manage and control the affairs and business of their Association, and to adopt, amend, repeal and enforce reasonable rules and regulations (the "Rules"), governing, among other things, the Common Area, Areas of Common Responsibility and the Subdivision interests.

Accordingly, to provide for continuing proper operation of the Association property, the Association, through its Board of Directors, has approved the following enforcement Policies and Procedures for the Declaration now in force or as amended hereafter, and for the Rules as may be hereinafter adopted, amended or repealed.

A. POLICY

Violation of the CC&R's and/or Rules are subject to the following fines:

1. First violation - warning without Monetary Penalty.
2. Second violation - \$50.00 Penalty.
3. After sending a second notice, the offending member is required to appear before the Association's Board of Directors. In addition to imposing the \$50.00 fine against the offending member, if the Board determines that a violation has occurred, the Board shall have the power to levy a fine against the member of up to \$500.00 for repeated violations or for any serious injury caused as a result of said violation.
4. If the violation has resulted in damage to the Common Area, the Association Board may order that the damages be repaired at the expense of the offending member.

5. A violation shall be deemed to be a second violation when the Association causes a corresponding number of notices to be sent to the offending member.

B. PROCEDURES

Prior to the imposition of any penalty for violation of the CC&R's or the Rules and Regulations, the Association shall afford the offending member notice of the violation, and an opportunity to be heard in person or through a representative at a Board meeting called for such purpose. Alternatively, the offending member may submit a written statement to the Board in lieu of a hearing.

NOTICE:

1. Upon receipt of a written complaint from an Association Member, or a report to the Association alleging a violation of the CC&R's or Rules and Regulations by a Member, or Member's guest or minor children, the Association will cause an investigation to be conducted and if it appears to the Association that the violation does exist, then the Association will issue a "Request for Compliance", which shall serve as notice of the violation. Upon receiving a second notice, a hearing date shall also be set.
2. The Association Member is required to respond in writing to the "Request for Compliance" by returning the Correction Response which is sent with the "Request for Compliance". If the offending Member fails to respond to the "Request for Compliance", a "Second Request for Compliance and Notice of Hearing" shall be sent to the offending Member at which time a hearing shall be set.

HEARING:

1. If the Member fails to take action and fails to cease and desist from further violation before receiving the "Request for Compliance", the Board of Directors of the Association may order a hearing if the Association desires to impose any penalty. The Board shall have the right to limit the time of the hearing and limit the time in which any evidence may be presented. The hearing shall be held in the Board Executive Session.
2. At the hearing, the accused Member may present any evidence or make any statement relating to the violation, either in person or in writing to the Board of Directors.

3. Upon hearing all of the evidence, the Board may, by a majority vote:
 - (a) Find that no violation exists, or
 - (b) Find that the Member is in violation and impose the penalty as set forth hereinafter.
4. In the event it is determined that a violation exists or was committed, the Board of Directors may order any or all of the following penalties:
 - (a) Require the offending Member to sign an agreement to correct the violation within a specific time frame and to post a cash bond, not to exceed \$1,000.00, guaranteeing performance.
 - (b) Suspend the Member's rights and privileges for the use of the common Area.
 - (c) Levy a fine not to exceed \$500.00.
 - (d) If the violation resulted in damage to the Common Area, order that the damage be repaired at the expense of the violating Member.
5. If, after the hearing, the offending Member refuses to abide by the decision imposed by the Board, the Board may, without further notice, elect to compel compliance with such decision as provided for in the Declaration.
6. If any Member accused of a violation of the CC&R's or Rules and Regulations, after notice as provided herein, shall fail to appear for a hearing, the Board or its designee shall proceed in their absence, and make a determination based on the facts presented.
7. Any action taken by the Association Board of Directors under this section shall not deprive either party of any remedies otherwise available by law.

XVIII. ARCHITECTURAL REVIEW

It is the intention of the Homeowner's Association to maintain the integrity of the original planned development and the architectural appearance for the benefit of all the homeowners. Therefore, the following Rules and Regulations have been established governing any proposed additions, alterations, or construction relating to any individual homeowners property:

- A. No building or other structure or improvement, including, but not limited to landscaping, shall be erected, placed or altered upon any lot until the location and the complete plans and specifications thereof have been approved in writing by the Architectural Review Committee.

In order to obtain approval of the Architectural Review Committee at Rancho Bel Air Homeowners Association, the following procedures must be followed by the Homeowners and developers:

1. Homeowner or developer must comply with Rancho Bel Air procedures for approval by the Board or Architectural Review Committee. Submissions must contain the following:
 - (a) A completed Architectural Review Committee Change Agreement form and architectural plans when necessary, detailing the scope of the planned project, addressed to the Architectural Review Committee in care of the appropriate Property Manager.
 - (b) \$150.00 non-refundable Designer Review and Inspection fee when required by the Committee.
 - (c) Construction deposit of \$300.00 for any construction when use of heavy equipment will be required or as required by the Architectural Review Committee.
 - (d) \$1,000.00 deposit for all new home construction.
2. Within forty five (45) days of receipt of a written request, the Architectural Review Committee will notify the homeowner or developer in writing of the Committee's conditional approval or disapproval of the planned project. The Committee's approval will be conditional upon the homeowner or developer having posted the appropriate deposit(s) or performance bond or insurance certificate, if required, and executing a release and indemnity form required by the Association.

- 3
- B. In the event a project is approved, the homeowner or developer will, before commencing any construction or alteration:
1. Obtain any necessary building permits from the appropriate governmental agency.
 2. When considered appropriate by the Architectural Review Committee, post with the Homeowner's Association, a cash bond or deposit, in the amount determined by the Architectural Review Committee guaranteeing that any damage to the common area or neighboring property, resulting from the execution of the planned project, will be repaired in a timely manner at the owner's expense.
 3. Execute a release and indemnity form as required by the Association and provide an approved insurance certificate.
- C. Observe all the Rules and Regulations of Rancho Bel Air including, but not limited to, all construction rules.
- D. Upon completion of the project, notify the Architectural Review Committee in writing, requesting inspection of the completed project. The Architectural Review Committee will then issue a certification of completion and any unused deposits will be returned after the improvement or project has been inspected.
- 6
- E. Failure to adhere to the Rules and Regulations governing improvements by developers or homeowners could result in the following:
1. Inform violator by letter.
 2. If not corrected within thirty (30) days, a fine of up to \$100.00 per day could be imposed.
 3. If not corrected within an additional ten (10) days, the Architectural Review Committee may correct, if possible, and bill the violator. Lien procedure will be initiated at the expense of the violator.
 4. Offender will responsible for all management/and/or legal fees incurred by the Architectural Review Committee or it's agents.
- 8

XIX: CONSTRUCTION RULES

The following Rules and Regulations have been adopted by the Association for contractors, employees and agents working at Rancho Bel Air.

- A. Developers and homeowners are responsible for any and all actions of their employees, subcontractors or agents.
- B. Observe the posted speed limit (25 MPH).
- C. Consumption of alcoholic beverages, illegal drugs or possession of firearms is not allowed within Rancho Bel Air.
- D. Report all emergencies, problems and unauthorized persons to the developer, the Association Board or the Property Manager.
- E. There is to be no exterior construction prior to 7:00 A.M. on week days and no exterior construction prior to 9:00 A.M. on Saturday and restricted access on Sunday and Holidays (entry by advanced special request to the Association's management company).
- F. All construction personnel are to leave the property prior to 6:00 P.M. unless prior approval has been obtained from the Property Manager.
- G. All construction vehicles in Rancho Bel Air must have current insurance and valid vehicle registration.
- H. All construction sites in occupied residential areas must have a large construction-type garbage dumpster or bins with lids in which all construction trash is to be deposited as soon as it is generated.
- I. All construction sites must be fenced with temporary or permanent fencing during construction. Variances may be applied for from the Board of Directors of the Association. Developers must fence the entire property to prevent debris from blowing into adjoining property. Individuals must fence the perimeter of their lots.
- J. No dumping of any kind is permitted in Rancho Bel Air. This includes unimproved lots and shall be subject to fines and cost of removal at offender's expense.
- K. No dumping is permitted on any property adjacent to Rancho Bel Air.

- L. All major construction sites must have a portable toilet, which is to be maintained on a regular basis as required by Clark County.
- M. Mud, gravel and other debris are not allowed on the street or sidewalk. Contractors shall, at all times, keep the construction area clean and in a safe condition. Upon completion of any portion of any work, contractors shall promptly remove any temporary work equipment, excess materials and debris and clean the area completed to the condition prior to commencement of work. If a contractor fails to comply with satisfactory clean-up, a fine may be issued by the Association. Additionally, adjoining lots must be kept neat and orderly at all times and must be restored to their original condition as soon as possible.
- N. Under no circumstances are construction or repair vehicles to cross any landscaped or non-landscaped lots. All vehicles must be operated on streets or street right-of-ways.
- O. There is to be no loud playing of radios or other devices at any time.
- P. Workers are not to make contact with or disturb homeowners.
- Q. Any contractor, employee, subcontractor or agent who receives a violation notice from the Association and does not take the steps necessary to rectify the problem will be barred from Rancho Bel Air until the problem is corrected. Continued disregard for the Rules and Regulations of the Association will result in fines to the homeowner or developer.

ADOPTED THE 21ST DAY OF OCTOBER, 1998

RANCHO BEL AIR HOMEOWNERS ASSOCIATION
BOARD OF DIRECTORS