

RULES

AND

REGULATIONS

OF

BEL AIRE VILLAGE

HOMEOWNERS ASSOCIATION, INC.

APRIL 1, 1992

REVISED MARCH 15, 1993 ~ All Pages.
REVISED JUNE 12, 2017~ All Pages.

Effective 30 days from date of distribution to Owners - August 10, 2017

I. INTRODUCTION

Living in a 'Common-interest Community' such as Bel Aire Village, either as an owner or as a tenant, requires a different approach to everyday activities due to the Governing Documents and Covenants that all residents are obligated to abide by. The principal distinctions are; our joint ownership, usage and RESPONSIBILITY for the exterior of our residences, walkways, carports, streets, perimeter walls, lighting, landscape areas, and recreational facilities, hereinafter referred to as "common area". A policy must be established by the Association for the use and maintenance of these areas and facilities because each of us share an equal responsibility to maintain and enhance the value of our project.

The intent of this manual is to provide general information and rules approved by the Bel Aire Village Board of Directors. It is for the mutual benefit of all owners and residents. All members of our community are asked to cooperate to allow each owner and resident full enjoyment of his or her home. Such compliance is necessary to keep Bel Aire Village a pleasant place to live and to maintain and enhance property values.

These rules are offered as a positive contribution to the improvement of living in a community environment.

This manual supplements and clarifies the governing documents known as the Declaration of Covenants, Conditions, and Restrictions (CC&R's), the Bylaws, and the Articles of Incorporation, all of which were established by the developer. This manual in no way replaces or changes the governing documents but provides an interpretation, being specific where they are general. If issues arise which may indicate a difference between this manual and the governing documents, in such cases the governing documents will prevail over this manual.

Each owner shall notify the Management Company of the names of any contract purchaser or tenant of such owner's unit. Each owner must also notify the management company of the names of all persons to whom such owner has relinquished any rights of use, enjoyment in the development and the relationship that each such person bears to the owner.

This manual is effective thirty (30) days from the date of its distribution to owners and residents. Changes to this manual will be made as infrequently as possible and only when the Board of Directors considers that change is necessary.

The regulatory provisions are applicable to all Owners/Residents and Guests. Owners will be held responsible for the actions of their tenants and guests. Owners Shall provide their tenants with this information.

This Policy Manual has been developed to assist in fostering a comfortable and attractive community for owners and residents of Bel Aire Village.

II. BEL AIRE VILLAGE HOMEOWNERS ASSOCIATION

A. Membership and Association Meetings

Each owner of a Bel Aire Village townhouse is a member of the Association (HOA) and each has equal rights and responsibilities. Each unit has only one vote at any meeting of the HOA. In case of multiple ownership, the one vote may be cast by any one of the owners. Annual meetings of the HOA are held each year, usually in July, on notice from the Board. Special meetings may be called by a written request from the homeowners in accordance with the Governing Documents.

The Association, through its Management Agent, will maintain a roster containing the name and address of each owner. An up-to-date list of owners is essential for efficient management of the Association's operation. Members are obligated to notify the Management Agent of changes of address, phone number, etc., in writing. Further, it is essential that lessors also notify the Management Agent of tenants names and phone numbers and of any changes in tenancy.

B. Monthly Assessments and Collection of Assessments

The monthly assessment provides the principle means for the Association to meet its obligations for maintenance of the common area, for insurance coverage and proper funding of the Reserve Account for the maintenance of the major components as defined by the Reserve Study. All members of the Association are required to pay the monthly assessment which is due and payable on the 1st day of each month. Failure by any owner to pay the monthly assessment may result in late fees, lost privileges for the community pool, and/or the account being turned over to the designated Collection Company in accordance with the Collection Policy and NRS. All expenses, interest and late fees incurred for and during the collection of a delinquent assessment shall be the sole responsibility of the property owner and payable in full prior to removal of delinquency.

D. Late Charges

Assessment payments are due on the 1st day of each month and become delinquent if not paid when due. Each account with a delinquent balance shall accrue a \$10.00 late fee per month on any outstanding balance not satisfied by the 15th of the month.

E. Good Faith Agreements

To resolve delinquent assessments, the Board of Directors may on an individual basis, consider Good Faith Agreements. Initiation and responsibility of such agreement shall rest solely with the property owner and shall in no way relieve the owner of any expenses, interest or late fees which are incurred or accruing.

III. INSURANCE

Fire, general liability and property damage insurance for the common area and structures is carried under a master policy purchased by the Association. This policy DOES NOT cover personal belongings or personal liability of individual owners or tenants. Residents are responsible for providing their own personal property coverage on the interior and contents of each unit. In the event of negligence of a resident, whether intentional or accidental, the Homeowner shall be responsible for the HOA master policy deductible.

IV. ESTABLISHMENT AND ENFORCEMENT OF RULES

A. Authority to Establish Rules and Regulations.

In accordance with Article IV Section(h) of the CC&R's, the Board of Directors has the authority to establish rules and regulations pertaining to the use of the common area and recreational facilities. Each owner, tenant or visitor is obligated to comply with the provisions of the Rules and Regulations contained in this manual.

B. Enforcement of Rules and Regulations

The Board of Directors has the authority to enforce the rules and regulations of the Association. The Board's authority includes, but is not limited to, the right to levy fines, suspend Association privileges and all other remedies allowed by law.

Any Resident or Homeowner who witnesses an infraction of Association rules has the right and responsibility to inform the offender of the rule. Each owner or tenant has the authority and responsibility to report violations IN WRITING to the Board of Directors, in care of the Managing Agent, for action. The report should furnish the date, time, place and the name and address of the offender along with specific details of the infraction. The Board of Directors will enforce all Rules and Regulations, CC&R's and Bylaws to the fullest extent permissible. Such violations, however, cannot be acted upon unless submitted in writing. The objective is to make Bel Aire Village a pleasant place to live by ensuring that residents and their guests do not detract from the quiet enjoyment of other residents.

Following the receipt of a written complaint, it will be reviewed and verified, if applicable by a Board member and/or Management. If found valid, the Owner will be sent a courtesy notice in writing requesting for corrective action. Failure to correct this action, or if a violation is noted as Health, Safety and Welfare, a Hearing Notice will be sent requesting the Owner address the concern with the Board of Directors. The Owner will be afforded seven (7) days from the date of notification to respond to the Board in writing to protest the violation notice. Fines may be levied following the hearing which the owner will be financially responsible to pay to the Association.

An owner is strictly liable for violations by tenants or their guests. When a tenant is in violation, the owner and tenant will be served notice, however, ultimately the Owner is responsible for subsequent action as outlined hereafter as though he/she stands in the stead of the offender

Upon receipt of a fine notice, the owner may, within ten (10) days of the date of the notice, respond to answer a fine by submitting a written statement, stating with particularity the reasons the violation and/or fine should not be imposed. If a written protest is filed, the Board shall consider such protest and may gather further information, reverse, modify or uphold the violation and/or fine, in its sole discretion. The Board will not consider a response from a tenant unless accompanied by the owner. Except, that if there is a written response from the owner, the Board may recognize a tenant response even if the owner is not present by virtue of being unavailable. If a protest is filed, upon the Board's final determination, it shall send notice of its determination to the protesting person and said action/fine shall be final and shall be immediately due.

Fine Structure* *Health, Safety & Welfare fines may be assessed up to \$1,000.00 as allowed by NRS.

First Offense	Courtesy Warning Letter
Second Offense	Hearing Warning Letter w/Possible \$50 fine*
Subsequent Offense	\$100.00 Fine – Failure to Cure
On-Going Offense	\$100.00 Monthly Fine Until Compliance is met

RULES AND REGULATIONS

A. Leasing policy

Leases or rental agreements must be in conformance with and make specific reference to the legal documents (CC&R's, Bylaws, Rules, Regulations & Regulations) of the Bel Aire Village Homeowners Association. A copy of leases or agreements must be furnished to the Managing Agent.

Any leases or rental agreement must be of at least thirty (30) days duration and must be in writing. A lessee may not sublet or allow a third party to occupy the unit or use privileges granted to the Resident.

B. Pets

Pets shall not be allowed to run loose anywhere in the complex. Dogs must be maintained on leashes of not more than six feet in length while walking with owners. All pets must be controlled at all times so as not to bother other residents.

Pets shall not be tied to any tree, fence, railing or part of any building, car, etc. at any time. Pets shall not be kept in any of the common area. Owners will be responsible for damage caused by their pets or their tenants pets.

1. The pet owner is responsible for immediately cleaning up after and disposing of waste in a sanitary and non-offensive manner. Disposal of un-bagged waste in the dumpster is considered offensive and unsanitary. Cleaning up shall be done immediately and thoroughly leaving no residue.

Failure to control a dog on leash or immediately picking up feces shall be considered a Health, Safety and Welfare violation with possible fines up to \$1,000.00 in accordance with NRS.

2. Pet owners shall keep their pets quiet and at no time shall an animal be tethered or left unattended in the common area.

3. Fences, boards, wire or any other materials shall not be installed, permanently or temporarily, to enclose an area for pets to roam in the common areas.

4. No animal may be kept, maintained or bred for commercial purposes.

5. Only domesticated dogs, cats or other commonly accepted household pets are permitted. There may be two domestic dogs or two cats, or a combination thereof not to exceed two such animals.

6. Pet owners shall not permit their animals to disturb other residents or in any way disturb the peace and quiet of the community. Pet activity, that in any way restricts or infringes upon the use and enjoyment of the common area by others, will not be permitted.

7. Pets are not permitted in the pool or spa area.

C. Grounds and Common area: Architectural Changes

1. Cars, trucks, trailers, motorcycles or other vehicles shall not be ridden, driven or parked on any lawn area, planted area or sidewalk.

2. Walking, bicycle riding, skating or the likes, through planted areas is not permitted. Bicycle riding and skating on lawns, climbing trees, dumping oil or gas, or other abusive action that requires repair or clean-up is strictly prohibited. Jumping the back patio walls to gain access for ingress/egress to or from units is not allowed as this may cause damage to the block walls and bricks. Common Area pertains to all areas for which the Association has responsibility and therefore members share joint ownership, usage and responsibility. Costs incurred due to repair of any such damaged area will be the responsibility of the party at fault. In the event a tenant is involved, the owner of the unit will be responsible.

3. Owners or residents shall not make any changes, permanently or temporarily to any common area unless first approved by the Board of Directors. This request must be made in writing and an Architectural Change Request form may be obtained by contacting the Managing Agent. All maintenance costs associated with the requested change are the responsibility of the unit owner unless indicated otherwise on the completed form.

4. Common areas are not to be obstructed in any way as to infringe upon the use and enjoyment of the common areas by others, or preclude the accessibility or passing through of emergency personnel/or equipment.
5. Damage to any common area, landscaping, sprinkler system or the like, caused by an owner, a tenant or any of their invited guests shall be the responsibility of the owner.
6. Objects structures or materials may not be stored or left unattended on the common areas. This includes, but is not limited to, patio furniture, children's toys, bicycles and trash cans.
7. No antennas, flag poles, clotheslines, or other external fixtures may be installed or erected. In addition, no telephone, cable TV, air conditioning or other wiring may be installed on the exterior of any building without the written consent of the Board of Directors.
8. All patio and balcony areas shall be kept neat and clean at all times. These areas are considered "exclusive use" area. As such, the owner/tenant rights to use as well as responsibility for shall be observed, provided that such use and view from common areas or other residents areas does not degrade from the overall appearance of the project or infringe upon the rights of other residents. The close proximity of neighbors, does require some safety and mutual consideration. Materials, tools, equipment, storage cabinets, or other items not of the patio type may not be stored on patios or balconies. Potted plants, live or artificial, maintained in good condition are permitted on patio walls or hung within the balcony area. For safety reasons, no items are to be placed on balcony ledges. Patio walls shall not be used for ingress/egress to and from the unit and any damage sustained due to wall jumping or damage as a result of moving items in or out of the unit will be the responsibility of the owner.
9. Screen doors may be installed at the owner's expense provided they are conventional metal screen doors correctly installed with properly functioning self-closing devices, provide a neat appearance, and have a finish to match the color scheme for the designated unit. Permission for such installation must first be obtained by written application to the Board of Directors. Front Doors. Screen doors or Security doors must be maintained in good condition, and the responsibility of the owner, else they must be repaired, replaced or removed.
10. Electricity or Water supplied throughout the complex for common areas is not to be used by any resident for personal use.

D. Parking Areas

1. One covered parking space per unit has been assigned. Each resident is requested to utilize his/her space rather than parking on the roadway.
2. Some units have an assigned space and a guest spaced adjacent to it. If this is the case, it is customary to allow the resident of that unit to use both spaces, if the resident has two or more vehicles. At no time shall any vehicle be parked to utilize two spaces, nor shall a guest space be used in lieu of the assigned space.
3. Only currently licensed, operable vehicles are to be parked in the complex. An owner of any vehicle not in said condition will be notified by tagging the vehicle in accordance with

NRS statutes, and given (48) hours to move said vehicle or it may be towed at the vehicle owners expense. The owner of a tagged vehicle may request via the Managing Agent, a variance request if presented in writing. The resident should be prepared to show proof of ownership of the vehicle and proof of residency. The Board may extend a grace period but is not obligated to do so. A Resident Information Form must be completed to include vehicle information for all registered occupants of a unit. The Registered Resident may not sublet or allow a third party to occupy the unit, which includes allowing anyone not on the lease to enjoy amenities extended to residents. This includes pool privileges or permanently or periodically parking a vehicle for an extended period of time. Vehicles not registered to the occupant of a unit and 'stored' on property for extended periods are subject to tag and tow with (48) hour notification. Removing a stored vehicle and returning it at a later date does not constitute the right to a new grace period.

4. Automotive work shall be limited to minor maintenance on registered resident vehicles only. It shall in no manner create an offensive or dirty condition or excessive noise. All clean up and disposal of waste shall be done in a lawful and sanitary manner and the responsibility of the owner. If Management or the Board of Directors deems that such work becomes offensive, or is more than minor maintenance, the responsible owner of the unit will be subject to the Enforcement of the Rules and Regulations as noted above. No commercial operation of any type shall be permitted. No work shall be done on any vehicle not registered with the Management Agent.

5. The speed limit throughout the community is 15 MPH.

E. Pool/Spa Rules

1. The pool is closed from November 1st to March 15th. The Spa is open year round. From time to time, the Board of Directors may place a "Closed" sign on the door or notify owners of periodic closures of the pool. These notifications must be abided by. Any 'fence jumping' if the gate is locked will be considered a health, safety and welfare violation with possible fines up to \$1,000.
2. The pool and spa are reserved exclusively for the use of the residents of Bel Aire Village. Guests may be invited provided they are accompanied by an authorized adult (18 years or older) resident, but they are limited to one family per household per day.
3. There is NO LIFEGUARD on duty. You use these facilities at your own risk!
4. Keys are available for purchase through the Managing Agent for \$25.00. Check or Money Order.
5. The pool and spa are open 24 hours a day (except as modified by E.1 above noting hours and Special closures). Quiet hours are from 9:00 p.m. to 9:00 a.m. and are reserved for adult use only.
6. The Association is required to follow strict rules in accordance with Southern Nevada Health District. These rules are posted and it is required all residents follow posted rules.
7. Violations that may impact the health, safety and welfare of the residents in the community will be invited to immediate hearing. Such violations may include, but are not limited to, propping open the pool gate fence, fence jumping, glass bottles or other containers inside the pool area, etc. Health, Safety and Welfare hearing may include imposing a fine up to \$1,000.00 in accordance with NRS.

8. No running or horseplay is permitted in the pool and spa area. No diving is allowed. Animals bicycles, skates/skateboards and other non-pool toys are not allowed. Diapered children are not allowed in the pool or spa. Proper swim attire must be worn by all residents and guests. Street clothes or workout attire is prohibited. Noise is to be kept to a minimum including radios. Noise should not be heard in the nearby units at any time.

F. Miscellaneous Rules and Regulations

1. SIGNS – Signs may not be placed or displayed in the common area. One “for sale” or “for rent” sign not to exceed 18’ x 24’ may be placed in one window of the front and one window on the rear of the unit.

2. NUISANCE – Residents or guests shall not obstruct or interfere with the enjoyment of Bel Aire Village by other residents. Residents and guests may not commit any nuisance, immoral or illegal activity in the complex. Similarly, no offensive activity will be permitted.

3. DAMAGE – All owners shall be held financially responsible for any damage to the common Areas caused by themselves, their children, tenants, guests or pets. This includes, but is not limited to: damage to buildings, landscaping, irrigation systems, light fixtures, fences, pool areas, walkways, trash enclosures and perimeter walls. This includes graffiti and littering. Tenants are responsible to the owners of their units.

4. BICYCLES – Skateboards, bicycles or other toys should NOT be operated on the sidewalks or landscape areas. This may cause damage to irrigation system and vegetation, and sidewalks should be reserved to the safe passage to and from units.

5. PERIMETER WALL – No jumping! At no time shall any owner, tenant or guest use the perimeter wall or crash gate as a means of entering or exiting the community.

6. WINDOW COVERINGS – Only drapes, blinds, shades or other materials specifically intended for window covering use shall be installed as a means for covering the windows. No materials such as foil, cardboard, sheets, blankets, or the likes will be permitted. Window Coverings should be conservative in nature and be maintained in good repair by the unit owner.

7. NOISE - All radios, televisions, musical instruments, stereos, party activity and other noise sources must be restricted to a level that is not disturbing to other residents. All residents and guests must use only a conversational voice level and must refrain from using obscene and profane language whenever they are outside their homes. Motorized vehicles must be maintained with proper noise muffling devices in conformance with all applicable city, county and state laws. Vehicle radios should be turned down when entering the community so to not disturb the residents.

8. POLICE ACTIVITY – All police activity within Bel Aire Village should be reported to the Managing Agent. Police visits may be considered Health, Safety and Welfare issues as this impacts the residents in the nearby units. Owners will be notified of such activity and are responsible for the actions of tenants and their guests.

9. TRASH ENCLOSURES – Association dumpsters are not to be used for large items, including but not limited to, mattresses, box springs, couches, loveseats, desks, televisions, bedroom furniture, appliances or large deposits of heavy materials. These types of items should be hauled off property for dumping purposes. Any item left in the dumpster or dumpster area that is left behind or incurs an ‘overcharge’ fee may have these fees along with a possible fine assessed to their account following a hearing.

VIII. MAINTENANCE OF COMMON AREA AND UNITS

Some people are under the misconception when they buy a townhouse that all maintenance is performed by the Homeowners Association. This misconception frequently causes a feeling of anger and frustration when the Board of Directors or Management Agent informs an owner that a particular maintenance problem is the responsibility of the owner.

The CC&R’s control who is responsible for maintenance and repairs. Some of the more common repairs and associated responsibilities are listed below.

The Association is generally responsible for the maintenance of:

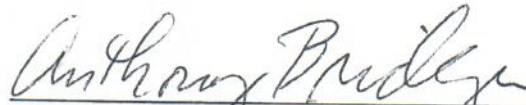
1. Exterior building surfaces including roofs, stucco and wood trim.
2. Common area light fixtures.
3. Common areas, including fences, landscape, streets & equipment for the pool area.

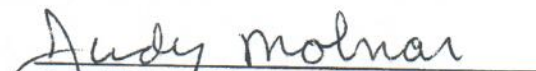
The Individual homeowner is responsible for:

1. All glass windows, screens and doors (excluding exterior painting with building paint projects)
2. Maintenance and painting of all doors due to wear and tear
3. Repairs and maintenance of the heating systems, air conditioning systems and related wiring.
4. Plumbing and electrical systems of the individual unit, whether such systems are located above or underneath the unit or within the exterior or interior bearing walls of such unit from the unit to and from the point (meter) of the public utility connection.
5. Any structural, architectural or landscape additions which have been added by the homeowner with or without the consent of the Board.

These Revised Rules and Regulations for Bel Aire Village have been adopted on the ____ day of August, 2016 and will take effect thirty (30) days from notification to the owners via U.S. Mail.


David Roebuck, President


Tony Bridges, Treasurer


Judy Molnar, Vice President