

BELLA VISTA  
HOMEOWNERS ASSOCIATION  
ARCHITECTURAL STANDARDS  
and  
GUIDELINES

(October 10, 2004)

**BELLA VISTA HOMEOWNERS ASSOCIATION  
ARCHITECTURAL STANDARDS AND GUIDELINES**

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BELLA VISTA HOMEOWNERS ASSOCIATION  
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INTRODUCTION

As provided in Declaration of Covenants, Conditions and Restriction for BELLA VISTA Homeowners Association (CC&R's) and the By-laws, the Architectural Review Committee (ARC) has been established with the right and duty to promulgate reasonable standards against which to examine any request made pursuant to Article VI of the CC&R's, in order to ensure that the proposed plans conform harmoniously to the exterior design and existing materials of the buildings in the Community.

The Board of Directors and The Architectural Committee have developed the BELLA VISTA Homeowners Association Architectural Standards and Guidelines to preserve the architectural style established by the builders in the construction of the homes in the Community as provided in the CC&R's and to assist property owners in the architectural review process.

These guidelines are intended as a supplement to the requirements of Article VI of the CC&R's. The Guidelines are not intended to replace the Declaration and any conflict will be governed by the Declaration.

YOU ARE ADVISED TO READ THE CC&R's before developing and submitting your review package to the ARC.

PURPOSE

The ARC has been established to ensure the continuity in design, which will preserve and improve the Community, and aid in ensuring preservation of property values.

The ARC must review all plans for exterior improvements contemplated for lots in the Community. "Improvements" would include, but not be limited to, additions, modifications, and alterations (including paint colors) to residential dwellings, detached garages, utility buildings, fences, walls, patio covers, decks, balconies, gazebos, pools and spas, satellite dish/receivers, play and sport equipment, as well as landscape planting, any front yard sidewalks and other concrete work, all masonry and gates. Repainting the same color as the original paint and rebuilding consistent with the original plans does not require ARC approval.

The ARC meets on a regular basis to review requests. Architectural Review Request forms must be completed and submitted to the Committee with improvement plans. All required documentation must be attached (i.e., plans, Neighbor Awareness Statements, color samples).

Copies of the forms are enclosed; additional forms can be obtained from the Association's property management company, the Board of Directors, or the ARC.

## CC&R VIOLATION AND ENFORCEMENT

Failure to submit complete plans to the ARC for review and approval prior to beginning construction or failure to complete improvements according to approved plans and in compliance with governing codes are violations of the CC&R's. Construction or installation of improvements may not commence until the ARC has granted written approval of the improvement. The installation or construction of improvements, which have not been approved by the Architectural committee, is a violation of the CC&R's and subject to action by the Board of Directors and subject to, but not limited to, demand for removal of the improvements at the Owner's expense.

An Owner must adhere to a schedule required by the Association:

- a. An Owner has forty five (45) days to submit the completion of the design of the unit or the design of an improvement to a unit to the Design Review Committee.
- b. From the date that the plans are approved by the Design Review Committee, the Owner will have sixty (60) days in which to obtain a permit from the City to commence construction
- c. The Owner will have six (6) months from the date of the issuance of the permit to complete construction in accordance with the plans approved by the Design Review Committee.

The Association may impose and enforce a construction penalty against an Owner who fails to adhere to the schedule. In order to enforce these regulations, the schedule must be stated in the Association's governing documents. In addition, these governing documents must have been recorded prior to the homeowner obtaining title to his home. These regulations can be enforced if the Association has an actual contract between the Owner and the Association.

The Owner must receive notice of the alleged violation and be given an opportunity for a hearing. The construction penalty is not a fine. The Association may not unreasonably restrict, prohibit or otherwise impede the lawful rights of an Owner to have reasonable access to his unit, prohibit or withhold approval to add to a unit improvements such as ramps, railings or elevators that are necessary to improve access to the unit for any occupant of the unit who has a disability. The Association may not unreasonably restrict, prohibit or to otherwise impede the rights of an Owner to have security of the unit or to aid in reducing the cost of energy for the unit. Any improvement or alteration made that is visible from any other portion of the Association must be installed, constructed or added in accordance with the procedures set forth in the Association's governing documents and must be selected or designed to the maximum extent practical to be compatible with the style of the Association.

## ASSISTANCE

The ARC staff will be happy to assist with the submittal process, interpretation of related CC&R's provisions and these Guidelines.

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GENERAL GUIDELINES

1. Any condition or material not specifically defined herein shall become a matter for the consideration and determination of the ARC Committee.
2. Approval by the ARC does not constitute waiver of any requirements by applicable governmental agencies.
3. ARC approval does not constitute acceptance of any technical or engineering specifications or governmental requirements. The function of the ARC is to review each submittal for conformity to the intent and provisions of the CC&R's.
4. Approval of plans is not authorization to proceed with improvements on any property other than the applicant's.
5. An oversight by the ARC regarding the CC&R's or the Standards and Guidelines does not constitute a waiver.
6. ACCESS THROUGH COMMON PROPERTY IS PROHIBITED. Access for equipment used in construction must be over or through the applicant's property, not neighboring property. Building equipment and materials must be contained on the applicant's property.
7. In the event construction requires crossing the adjoining property, the applicant must obtain written permission from the adjoining property owner and submit it with the plan submittal.
8. All work must be performed in a manner consistent with the standards of the original residence construction and appearance. Any work performed that is of substandard quality to the established Community will be reworked to an acceptable appearance at the owner's expense.
9. Submittal of color samples of any paint or stain is required when they deviate from the original colors of the residence.
10. NEIGHBOR AWARENESS STATEMENT The Neighbor Awareness Statement is designed to provide the ARC input from neighbors regarding any improvements, which may have an affect on the use, enjoyment, or value of their property, as well as to promote communication and avert potential problems. The ARC uses the form FOR ADVISORY PURPOSES ONLY.

The Neighbor Awareness Statement must be completed and submitted with the Architectural Review Request for improvements that will affect your neighbors in any way. Improvement plans requiring a Neighbor Awareness Statement would include, but not be limited to, patio covers, decks, balconies, detached garages, utility buildings, basketball standards, improvements that exceed the height of the nearest property wall, requests for variances, dwelling additions, satellite antenna and concrete work. The property management company or any member of the ARC will be happy to assist in determining the need for a Neighbor Awareness Statement.

Terms used in the statement are defined as follows:

"Facing" refers to the neighbor(s) directly across the street. In the case of a corner lot, "Facing" could refer to two or three neighbors across the street facing the side of the residence, as well as neighbors directly across the street facing the residence;

"Adjacent" refers to properties on either side; and

"Rear" refers to properties adjoining the rear property line of the applicant's property.

The ARC may deem it necessary to request additional Neighbor Awareness Statements from other neighbors in the vicinity of the proposed improvements.

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ARCHITECTURAL DESIGN AND MATERIALS STANDARDS

Improvements must be designed in general conformance with the original architectural style of the residence and the Community at large. The ARC will evaluate plans based on the overall benefit or detriment, which would result to the immediate vicinity and the Community generally.

This section further defines appropriate materials for use in modifications and other improvements, which are considered typical, and may be "pre-approved" by the ARC. Plans for items that meet the following criteria EXACTLY need not be submitted to the ARC. However, any deviation from these items requires written ARC approval.

I. LANDSCAPING

- A. APPROVAL Article VI, of the CC&R' provides for the approval of landscape plans.
- B. LANDSCAPING INSTALLATION Each Owner shall be responsible for the maintenance and upkeep of the front yard landscaping originally installed by Declarant. This obligation is not intended to limit or prevent an Owner from installing additional landscape and hardscape improvements in the front yards of each Lot in accordance with plans, which have been submitted to and approved by the architectural Control Committee. Any side yard or rear yard landscaping, which is visible from any street or right-of-way, shall be installed only in accordance with approved plans.

Article VI provides for maintenance of landscape, and provisions for failure to install landscape and automatic irrigation or failure to maintain landscape after installation. Failure to install landscape and automatic irrigation and/or failure to maintain installed landscape improvements are violations of the CC&R's and are subject to penalty.

- C. Landscaping is considered an integral part of the overall lot. As a design element, consideration must be given to the relationship to adjacent houses and surrounding area.
- D. All landscaping, plantings, and installation of permanent irrigation systems by an owner remain aesthetically consistent with the design and plan of the Community.
- E. Part of the submission should include the height at maturity for ARC approval.
- F. Berms less than 3' above grade, decorative "logs" less than 12 inches in diameter, and boulders no larger than two feet in diameter are permitted without prior approval.
- G. Professionally installed decorative concrete curbing; plastic or wood edging and bender board installed with less than 6" of the material exposed above grade are permitted without prior approval.
- H. The use of decorative rock and gravel is permitted and encouraged. However, the complete landscape plan, including colors, must be submitted for approval. Weed control must be addressed on the plans.
- I. Front yard Desert Landscaping consisting of rock, gravel, and/or other hardscape material only is prohibited. The front yard landscape plan must be submitted to the ARC for review and approval, and must include shrubs and/or trees and necessary irrigation. In addition, weed control must be addressed on the plans.
- J. All rear yard landscaping does require ARC Approval.

## PLANT PALETTE/REQUIREMENTS

### Turf:

Must be sodded and no hydro seeding will be permitted.

### Trees:

Each lot is required to plant a minimum number of three (3) trees – twenty-four inch (24") box minimum, and enhance the tree plantings and dwelling with ground cover shrubs. Due to the views created by the tiered nature of Bella Vista, no tree may exceed thirty feet in height measured from the highest point of the lot, top of the curb, at maturity, excluding palm trees. Olive Trees, Cottonwood and Elm Trees are prohibited. In the event members permit trees to grow taller than thirty feet or in such manner that impedes neighboring views, the Association shall have the right to remove, trim or otherwise maintain the tree as required with all costs incurred to be borne by the member and accruing to the assessment lien. Common areas are excluded from the maximum height requirement.



Botanical Name

Cercidium Floridum  
Fraxinus Velutina  
Pinus Halepensis  
Pistache Chinensis  
Chamaerops Humilis  
Cycas Revoluta  
Gleditzia Tricanthos  
Grevillea Robusta  
Malus Species "Linden"  
Phoenix Canariensis  
Populus Balsamifera  
Prunus Cerasifera  
Quercus Virginiana  
Robinia Pseudoacacia  
Trachycarpus Fortunei  
Washington Robusta  
Pinus Eldarica  
Lingustrum Lucidum

Common Name

Blue Palo Verde  
Modesto Ash  
Aleppo Oine  
Chinese Pistache  
Mediterranean Fan Palm  
Sago Palm  
Honey Locust  
Silk Oak  
Linden Crabapple  
Canary Island Date Palm  
Balm of Gilead (Cottonwood)  
Purple Leaf Plum  
Southern Live Oak  
Black Locust  
Windmill Palm  
Mexican Fan Palm  
Mondale Pine  
Glossy Privet

Shrubs:

Each lot's streetscape planting zone may utilize any of the shrubs found in the following shrub list.

Botanical Name

**Large:**

Arbutus Unedo "compacto"  
Chamaerops Eumilis  
Cussonia Spicata  
Juniperus Chinensis (torulosa)  
Phonium Tenax (atropurpureum)  
Prunus Caroliniana  
Yucca Pendula "Gloriosa"

Common Name

Dwarf Strawberry Tree  
Mediterranean Fan Palm  
Spiked Cabbage Tree  
Hollywood Juniper  
New Zealand Flax  
Carolina Laurel Cherry  
Spanish Dagger

**Medium:**

Cotoneaster "lowfast"  
Dodoaea Viscosa  
Eunymous Japonica  
Eunymous Japonica (silver queen)  
Uex Vomitoria "nana"  
Juniperus Chineses (procumbens nana)  
Other approved junipers  
Nandina Domestica  
Nerium Oleander (petite pink)  
Photinia Fraseri  
Pittosporum Undulatum  
Punica Granatum "chico"  
Raphilolepis Indica "clara"  
Raphilolepis Indica (springtime)  
Tecomaria Capensis  
Xyosma Congestum (compacta)

(No common name)  
Hopseed Bush  
Japanese Eunymous  
Japanese Eunymous (silver queen)  
Youpon  
(No common name)  
(No common name)  
Heavenly Bamboo  
Dwarf Oleander  
Chinese Photinia  
Victorian Box  
Dwarf Carnation Flowered Pomegranate  
White Indian Hawthorn  
Indian Hawthorn  
Cape Honeysuckle  
Shiny Xyosma

**Small:**

Buxum Microphylla "japonica"  
Diets Vegeta  
Hemerocallis Fuiva  
Hemerocallis Hybrids  
Juniperus Chinesis (gold coast)  
Other approved junipers  
Lantana Sellowiana (carnival)  
Pittosporum Tobira (variegata)  
Pittosporum Tobira (wheelers dwarf)  
Santolina Chamaecyparissus  
Trachelospermum Jasminoides

Japanese Boxwood  
Fortnight Lily  
Day Lily  
Yellow Day Lily  
(No common name)  
(No common name)  
Lantana  
Mock Orange  
Dwarf Tobira  
Lavender Cotton  
Star Jasmine

**Espalliers:**

Photinia Fraseri Esp.  
Pyrachanthia Coccinea Esp.

Japanese Phorinia  
Firethorn

**Vines or Vinelike Materials:**

Apetinia Cordifolia  
Baccharis Pilularis  
Decorative Bark Mulch  
Cobble  
Decomposed Granite

(No common name)  
Coyote Bush

**Ground Cover:**

Apetina Cordifolia  
Baccharis Pilularis  
Annual Color

(No common name)  
Coyote Bush  
4" Pot @ 8" O.C.

**Turf : (Sodded Turf Onlv)**

Marathon Tall Fescue Blend  
Dwarf Marathon (low water turf grass)  
Medallion Tall Fescue Blend

II. FENCING AND GATES

- A. All fence construction, extensions, and finish materials not installed as a part of the original construction of the residence require prior written approval of the ARC.
- B. The following fence or gate materials are unacceptable to the ARC:
- |                                      |                                |
|--------------------------------------|--------------------------------|
| 1. Aluminum or sheet metal           | 8. Wood fencing                |
| 2. Wire                              | 9. Double property line fences |
| 3. Metal or nylon coated chain link  |                                |
| 4. Plastic or fiberglass panels      |                                |
| 5. Plastic webbing, reeds, or bamboo |                                |
| 6. Glass block and panels            |                                |
| 7. Woven bender board                |                                |
- C. Landscape and improvement plans for corner lots must comply with the requirements of governing agencies. Walls and shrubbery on a corner lot must be installed and maintained in accordance with the governing agency's "clear site" ordinance.
- D. ALL GATES MUST BE CONSTRUCTED OF WROUGHT IRON. Installation of wrought iron gates and gate screening do not require approval if they meet the following specifications:
1. Square tubular wrought iron materials.
  2. Sharp spikes are prohibited
  3. Spacing per governing agency ordinance.
  4. Gates not exceeding the height of the adjacent fence.
  5. Pre-approved colors are white, black, or to match the original color of the residence stucco or trim.
  6. Screening of metal mesh painted to match the gate.
  7. Solid wood decorative, brass doors for rotunda.
- Decorative arches, double gates, and security bars require written approval of the ARC.

III. PATIO COVERS, DECKS, AND GAZEBOS

- A. All plans for patio covers, decks, balconies, and gazebos must be submitted to the ARC for review and approval.
- B. Minimum setback requirements must meet those established by the governing agency.
- C. PATIO COVERS: Preferred materials for patio covers are wood or stucco finish. All natural wood surfaces must be finished with stain or paint. The following roofing materials are recommended; other materials must be approved:
1. Concrete roof tile to match the residence.
  2. Surface colors or finish materials must match or harmonize with the existing colors and materials of the original residence.
  3. Minimum size for wood or stucco support posts is 4" x 6".
  4. Wood or stucco construction with exception of the vertical support, which may include other materials, as may be permitted by governing building codes. All exposed wood surfaces must be finished.
- D. Materials prohibited by the ARC are as follows:
1. Metal structures
  2. Plastic or fiberglass
  3. Plastic webbing, bamboo, reed, woven bender board
  4. Composition shingles
  5. Aluminum (corrugated)/ metal

All unlisted materials still need to be approved.

- E. Neighbor Awareness Statements must be submitted.

#### IV. POOLS, SPAS AND RELATED EQUIPMENT

- A. Submittal of a complete construction plan showing placement of pool and/or spa and equipment on the property is required.
- B. Pool/spa equipment must be screened from the view of adjacent properties and street view.
- C. Rear and side yard setbacks must meet the requirements of the governing agency.
- D. Water falls and other features may not be built against a property line wall or exceed the height of the wall.

#### V. OTHER STRUCTURES

- A. DETACHED GARAGES, ROOM ADDITIONS, DECKS, BALCONIES or any exterior alteration to any building require approval by the ARC. Such improvements must be drawn by a designer or licensed architect. Such structures must be constructed with materials that conform to type, quality, and detailing established in the construction of the original residence. Neighbor Awareness Statements must be submitted minimum setback requirements must be met.

DECKS, ROOM ADDITIONS AND BALCONIES Consideration to location, impact on adjacent neighbor's privacy, architectural compatibility, and landscape screening will be important considerations in reviewing plans for balconies.

- B. STORAGE SHEDS AND UTILITY BUILDINGS require approval by the ARC. Such sheds or utility buildings may not be visible from streets or common area. Plans for permanent accessory structures must be drawn by a designer or licensed architect and built to match the residence in materials and architectural style. Such a structure may be visible from a street or common area, provided reasonable landscape materials are provided to mitigate the visual impact. Neighbor Awareness Statements must be submitted; minimum set back requirements must be met.

#### VI. OTHER MODIFICATIONS

- A. SECURITY BARS on windows and doors require approval of the ARC.
- B. EXTERIOR LIGHTING, including landscape accent lighting must be approved by the ARC. Low wattage lights are recommended where the fixture will affect a neighbor. Holiday lighting that does not create an annoyance to a neighbor is permitted without ARC approval but must be removed at the close of the holidays.
- C. SCREEN DOORS installations colored to match the residence door or window frames do not require approval of the ARC.
- D. SOLAR SCREENS do not require approval of the ARC if one of the following approved screen colors is used: Silver Grey; Bronze; Dark Bronze; Charcoal; Gold.
- E. WINDOW TINTING does not require the approval of the ARC if the color is light, medium or dark Smoke Grey. The ARC must approve all other colors. Mirror or reflective finishes are prohibited. Window tinting may void your warranty.

- F. **PLAY EQUIPMENT** Swing sets, jungle gyms and all other play equipment which will be installed in the rear yard are not higher than any portion of the property's rear yard fence and are adequately screened from street view by a gate or landscape material do not need approval of the ARC. Items not meeting the criteria must be submitted to the Committee for approval.
- G. **OTHER TYPES OF PLAY OR SPORT EQUIPMENT** Play equipment not defined in Item #F above, including but not limited to, large swing sets, gymnastic and climbing apparatus structures, and playhouses need prior approval of the ARC. A minimum set back of 10' from any property line wall is required. A Neighbor Awareness Statement will also be required.
- H. **BASKETBALL POLES AND BACKBOARDS** Basketball backboards must be submitted to the Committee for approval and will be considered by the Committee utilizing the following guidelines:
1. Shall not be affixed to any structure.
  2. The backboard shall be located at least ten (10) feet from the street and property line.
  3. If portable equipment, Owner shall use the garage portion of his residence to store, or otherwise adequately screen from view of the street and other Units (as determined in the sole discretion of the Board of Directors) during periods of non-use, all portable sporting equipment and other equipment. As used herein, periods of non-use shall constitute any period of time in which equipment in question is not used for one (1) hour or more.
- I. **SKYLIGHTS AND SOLAR ENERGY EQUIPMENT** The installation of any roof-mounted system to accommodate solar energy equipment or any other equipment must be approved by the ARC. A Neighbor Awareness Statement must be submitted. Specific concerns of the Committee will be the color of the materials used in relation to the roof color, and visibility from streets, neighboring properties, and common area. The ARC may require Neighbor Awareness Statements from other Owners in the general vicinity.
- J. **AWNINGS** require prior approval of the ARC. The design, material and color must be harmonious with existing architecture. Metal awnings are prohibited.
- K. **AIR CONDITIONING UNITS OR EQUIPMENT** Any exterior air conditioning equipment other than the equipment installed as a part of the original residence must be approved by the ARC.
- L. **SATELLITE DISH/RECEIVERS, ANTENNA, THE AMERICAN FLAG, AND FLAGPOLES** The written approval of the ARC must be obtained for the installation of satellite dish, antenna, poles, masts, and flagpoles. An Owner is entitled to display the flag of the United States according to the Federal Flag Code form or on a flagpole or staff which is located on the exterior property within the boundaries of his unit or which is attached to an exterior limited common element that forms a part of the boundaries of his unit or window, ledge,

sill railing, patio, terrace or balcony whether or not the flag is displayed from a flagpole or staff. The flag cannot be flown at night in the dark, there must be light on the flag. The Association can prohibit the display of the flag if the flag exceeds 4 feet in its vertical dimension or 6 feet in its horizontal dimension. The Association has established a maximum number of one flag of the United States that may be displayed. In addition, the Association prohibits the display of the flag from a flagpole or staff that exceeds 25 feet in height. The flag can also be prohibited if it is displayed in such a manner that it poses a real and substantial danger to health and safety. The flag of the United States as defined by Senate Bill 100 does not include a depiction or emblem of the flag that is made of balloons, flora, lights, paint, paving materials, roofing, siding or any other similar building, decorative or landscaping components or material.

M. **EXTERIOR PAINT AND FINISH COLORS** Any change in color from the original exterior colors of any residence or other improvement must be approved by the ARC.

N. **RECREATIONAL VEHICLES AND PARKING** No person shall park, store or keep anywhere on the Properties, any inoperable vehicle or any large commercial-type vehicle.

Motor vehicles that are inoperable may not be parked or stored on a lot or street, but must be stored within a garage. Recreational and commercial vehicles may not be parked on a street, the only exception is while they are being loaded or unloaded, for a period not to exceed forty-eight (48) hours. RV's may be parked on the side of the house or in the back portion of the house behind a screened fence.

O. **DRAINAGE** Each Owner is responsible for providing proper drainage on their lot if the grade established by the Developer during the original construction is altered during the construction of improvements. Approval of plans granted by the ARC will be based upon the assumption that the Owner has provided for proper drainage. **THE ARC WILL ASSUME NO RESPONSIBILITY THEREFORE.**

P. **SIGNS** The CC&R's (Section 11.17) provide that no signs, posters, billboard, advertising, devise shall be displayed without being approved by the ARC.

BELLA VISTA HOMEOWNERS ASSOCIATION  
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PROCEDURE FOR OWNERS  
WHO INSTALLED OR CONSTRUCTED IMPROVEMENTS  
WITHOUT ARC APPROVAL

THE CC&RS REQUIRE THAT ANY IMPROVEMENT MUST BE APPROVED PRIOR TO INSTALLATION. ANY IMPROVEMENT THAT HAS BEEN INSTALLED WITHOUT APPROVAL IS IN DIRECT VIOLATION OF THE CC&RS. THE ASSOCIATION MAY USE ANY REMEDIES PROVIDED IN THE CC&RS OR AT LAW TO ENFORCE THOSE PROVISIONS.

The ARC will make every effort to approve improvements installed prior to the publication of the Architectural Standards and Guidelines that meet the criteria of the Architectural Standards and Guidelines.

Cooperation with the following process is necessary to ensure compliance with the provisions of the CC&Rs and to circumvent the possibility of applicable penalties for the existing violations.

1. IMPROVEMENT WITHOUT PERMIT In the event the improvement was installed or constructed without a building permit, the owner must obtain a permit and submit it to the Committee with a submittal package as if no construction had taken place (i.e., a complete set of plans.)
2. IMPROVEMENT WITH A PERMIT In the event the improvement was installed or constructed after issuance of a building permit, the owner should submit the following:
  - A) Architectural Review Request form
  - B) Neighbor Awareness Statement, if applicable.
  - C) Notice of Completion or final inspection.
  - D) Two photographs of the completed improvement taken from two separate angles. (Photographs of Satellite Dish should be taken from the street view, adjacent and rear properties.)

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AMENDMENTS TO ARCHITECTURAL STANDARDS AND GUIDELINES

The Architectural Standards and Guidelines may be modified from time to time pursuant to the following criteria:

- A. Amendments must be approved by the Board of Directors.
- B. A property owner or other Member of the Association may submit recommended changes to the ARC for consideration.
- C. Recommendations shall be reviewed by the ARC and, if approved by two-thirds of the ARC members, the recommendations shall be forwarded to the Board of Directors for consideration.
- D. Upon approval and adoption by the Board of Directors, the change shall be incorporated into the Architectural Standards and Guidelines. Notice of such adopted amendment will be made in the association newsletter and copies of the amendment will be available to the membership upon request.
- E. All amendments shall become effective upon adoption by the Board of Directors, but shall not be retroactive.
- F. In the event of any conflict between an amended provision of the Architectural Standards and Guidelines and the CC&Rs, the provisions of the CC&Rs shall prevail.

NON-LIABILITY FOR APPROVAL OF PLANS

ARC approval of plans shall not constitute a representation, warranty, or guarantee that such plans and specifications comply with engineering design practices or zoning and building ordinances, or other governmental agency regulations or restrictions. The ARC shall not be responsible for reviewing, nor shall its approval of any plan or design, be deemed approved from the standpoint of structural safety or conformance with building or other codes. By approving such plans and specifications, neither the ARC, the members thereof, the Associations, any member thereof, the Board of Directors, any member thereof, or the Declarant assumes any liability or responsibility therefore or for any defect in the structure constructed from such plans or specifications. As provided in the CC&R's, neither the ARC, any member thereof, the Association, the Board nor Declarant shall be liable to any member, owner, occupant, or other person or entity for any damage, loss, or prejudice suffered or claimed on account of (i) the approval or disapproval or any plans, drawings, or specifications, whether or not defective, or (ii) the construction or performance of any work, whether or not pursuant to the approved plans, drawings, or specifications.



**BELLA VISTA HOMEOWNERS ASSOCIATION  
ARCHITECTURAL SUBMITTAL CHECKLIST**

Below is a list of items that are required to accompany the application prior to review by the Architectural Review Committee.

**ORIGINALS PLUS TWO COPIES OF ITEMS 1-5 BELOW ARE REQUIRED**

1.     Application
  - A) Complete homeowner information (address, telephone, and neighborhood)
  - B) Homeowner signature.
  - C) Approximate start and completion dates.
  - D) Projects being submitted.
  
2.     Signed Neighbor Impact Statement

This statement is to be signed by the “front facing” neighbors directly across the street and the “side” neighbors to the right and to the left and the “rear” neighbors, those at the rear of the property who would be affected by the construction.
  
3.     Plans Showing the Work to be Done

Detailed drawings showing the height, length, width, color and what the improvement will look like when it is completed.
  
4.     Landscape Plans

These plans show a diagram of your house and where the landscaping improvements will be. Indication of plants and tree types and location are required along with height of tree at maturity.
  
5.     Material Samples

(Example: type of rock to be used, color chip of paint, etc. should accompany the plans for the same)

A detailed drawing or picture must be submitted.

Failure to follow these requirements and procedures may cause your request to be delayed pending submission of additional information and documentation to the Architectural Committee. An incomplete application may affect the time limits for approval.

**BELLA VISTA HOMEOWNERS ASSOCIATION  
ARCHITECTURAL REPAIR BONDS**

In addition to the responsibilities for repair of Association Property set forth elsewhere in this Declaration, during the course of construction and/or landscaping installation on a Lot, the Owner thereof shall be responsible, at his expense, for the prompt repair and/or replacement of Association Property (including, without limitation, sidewalks, curb, street paving, and Declarant installed walls, landscaping, and irrigation systems) damaged or destroyed by the Owner, its agents, contractors, or employees. No Owner shall commence construction on a Lot until it has deposited with the Association either cash, a letter of credit, bond or other security instrument in an amount and in such form as may be required by the Committee. The amount thereof shall not, however, be less than two hundred and fifty dollars (\$250.00) and depending on the scope of the project could be as high as two thousand dollars (\$2,000.00). The ARC will determine the appropriate amount upon receiving and approving the final plans for any project. Said cash or security instrument shall be held by the Association as security for the repair by the Owner of any Association Property damaged during the course construction and landscape installation. Should the Lot Owner fail to satisfactorily and promptly replace or repair any such damage upon request by the Committee, the Association may effect repair or replacement at the expense of the Owner and utilize the cash or security in payment or partial payment thereof or if the amount of such cash or security instrument is insufficient to reimburse the Association for the full cost of such repair or replacement, any such deficiency shall be charged to the Owner and applicable Lot as a Special Assessment, the payment of which shall be enforceable in accordance with the provisions of Article III. The Committee may require the deposit of additional sums or bonds in such amounts as it may, from time to time, deem desirable to ensure repair of Association Property during the course of construction and landscape installation. The Committee at its option may waive this requirement, but waiver of the requirement does not relieve the Owner of responsibility to repair all such damage.

**BELLA VISTA HOMEOWNER'S ASSOCIATION  
ARCHITECTURAL CHANGE AGREEMENT**

Date: \_\_\_\_\_  
Homeowner: \_\_\_\_\_  
Property Address: \_\_\_\_\_  
Mailing Address: \_\_\_\_\_  
Contact Telephone Number: \_\_\_\_\_

TO: ARCHITECTURAL REVIEW COMMITTEE

I hereby request your approval of the construction and/or installation of the following improvement to my unit:  
(Describe the proposed improvements and attach a drawing showing type, style, dimensions, materials, color and location):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Homeowner is responsible for any damages done to the common area during and/or after construction of improvements.

If a contractor is used, a Certificate of Insurance must be given to the Association manager that also names the Association and Management as the additional insured on the contract's insurance, prior to commencement of the improvement. If a building permit is required, it must be obtained prior to construction.

TO BE CONSTRUCTED BY: \_\_\_\_\_  
PROPOSED DATE OF CONSTRUCTION: \_\_\_\_\_  
ANY COMMENTS FROM APPLICANT \_\_\_\_\_  
HOMEOWNER'S SIGNATURE \_\_\_\_\_

DO NOT WRITE BELOW THIS LINE

**ARCHITECTURAL REVIEW COMMITTEE ACTION:**

Submittal Checklist:	Setback compliance	Yes No
	Conforms w/existing improvements	Yes No
	Plant list adherence	Yes No
	View restriction adherence	Yes No

COMMENTS: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

( ) APPROVED ( ) CONDITIONAL APPROVAL ( ) MORE INFORMATION NEEDED ( ) DECLINED

DATE: \_\_\_\_\_ BY: \_\_\_\_\_

\_\_\_\_\_  
ARC MEMBER SIGNATURE

\_\_\_\_\_  
ARC MEMBER SIGNATURE

\_\_\_\_\_  
ARC MEMBER SIGNATURE

\_\_\_\_\_  
ARC MEMBER SIGNATURE

**BELLA VISTA HOMEOWNER'S ASSOCIATION  
IMPACTED NEIGHBORS STATEMENT**

NAME: \_\_\_\_\_

PROPERTY ADDRESS: \_\_\_\_\_

IMPROVEMENT FOR REVIEW: \_\_\_\_\_

On \_\_\_\_\_ 20\_\_\_\_, the attached plans were made available to all affected neighbors as required and noted below for their review. They have been notified that I am submitting these plans for Architectural and Landscape Review Committee for approval.

1. Front facing neighbor: \_\_\_ Approve \_\_\_ Recommend Disapproval \_\_\_ Telephone

Signature: \_\_\_\_\_ Address: \_\_\_\_\_

2. Back facing neighbor: \_\_\_ Approve \_\_\_ Recommend Disapproval \_\_\_ Telephone

Signature: \_\_\_\_\_ Address: \_\_\_\_\_

3. Side Neighbor: \_\_\_ Approve \_\_\_ Recommend Disapproval \_\_\_ Telephone

Signature: \_\_\_\_\_ Address: \_\_\_\_\_

4. Side Neighbor: \_\_\_ Approve \_\_\_ Recommend Disapproval \_\_\_ Telephone

Signature: \_\_\_\_\_ Address: \_\_\_\_\_

5. Adjacent Neighbor: \_\_\_ Approve \_\_\_ Recommend Disapproval \_\_\_ Telephone

Signature: \_\_\_\_\_ Address: \_\_\_\_\_

\_\_\_\_\_  
HOMEOWNER SIGNATURE

\_\_\_\_\_  
TELEPHONE

\_\_\_\_\_  
MAILING ADDRESS

**\*\*\*NOTE: Specific objections may be noted on the back of this form for committee consideration. Neighbor objection does not, in themselves, cause denial, however the Board of Directors may contact neighbors to determine their objectives and their appropriateness, if necessary.**

**RETURN TO:**

**Bella Vista Homeowner's Association  
c/o H&L Realty & Management**

**P.O. Box 7440**

**Las Vegas, NV 89125**

**(702) 385-5611 Fax: (702) 385-3759**

**BELLA VISTA HOMEOWNERS ASSOCIATION  
INDEMNIFICATION AGREEMENT**

(For the construction/alteration of Swimming Pool, Spa, Perimeter Wall or Landscaping)

**ATTENTION: PLEASE READ THE FOLLOWING CAREFULLY – IT IS A LEGALLY BINDING DOCUMENT, THAT, WHEN COMPLETED AND SIGNED, APPLIES TO THE SUBJECT PROPERTY, WHETHER ESCROW HAS CLCSED OR NOT.**

**1. PARTIES AND DATE OF AGREEMENT:**

This Indemnification Agreement ("Agreement") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2002 by and between \_\_\_\_\_ and \_\_\_\_\_ (hereinafter referred to as "Homeowner"), who resides at \_\_\_\_\_ and (hereinafter referred to as "Contractor"), whose contractor's license number is \_\_\_\_\_ and address is \_\_\_\_\_, and Bella Vista Homeowners Association ("hereinafter referred to as "Association").

**2. Purpose:**

Homeowner wishes to engage the service of Contractor to make certain repairs and/or alterations to his/her property.

**3. CONSIDERATION AND TERMS:** In consideration of the following mutual promises, the parties do agree as follows:

- a. Under no circumstances will a contractor have permission to gain access to a lot under construction or that has not closed escrow.
- b. Owner and Contractor agree that all work will be performed by a licensed contractor(s), pursuant to a written agreement between Homeowner and Contractor. The scope of Contractor's work includes:
- c. Homeowner and Contractor each agree to assume responsibility for any and all damage costs which may be caused by Contractor's work, including not limited to: damage to any sidewalk, curb, gutter, driveway, street, pavement, sod or sprinklers. Any wall breach in the perimeter wall by Homeowner or Contractor shall be greater than ten (10) feet across. The perimeter wall shall be removed and restored by a contractor chosen by the Association in its sole and absolute discretion, at the Homeowner's sole cost and expense.
- d. Homeowner and Contractor each agree to be jointly and severally responsible, and to indemnify and hold Association harmless for any and all damages, claims and demands of any kind arising by virtue of work performed by Homeowner, Contractor or any of their agent's subcontractors or employees.
- e. In conjunction with the signing of this Agreement, Homeowners shall post a bond or deposit by cashier's check, as sum equal to the greater of the Association's contractor's estimated cost of damage repair of \$2,000 ad set forth in the "Architectural Guidelines", which bond or deposit shall be held by the Association's management firm until the Association's ARC Committee has approved the completed work. Actual construction of the project shall not exceed forty-five (45) days. A fine of fifty dollars (\$50) per day will be charged for each day beyond the forty-five (45) day period until completion of the project. Fines will be deducted from the damage deposit. All damages to the Association's property and the perimeter wall shall be repaired by a contractor, chosen by the Association, in its sole and absolute discretion. In the event any damage caused by the Homeowner or Contractor exceeds the contractor's estimated quote or the \$2,000 deposit, the Association may collect the difference from Homeowner for the damage per the "Covenants, Conditions and Restrictions for BELLA VISTA" and/or hold the Contractor responsible. The Association is hereby authorized and directed to retain a licensed contractor to repair all such damage to the Association's satisfaction. The Association shall determine, in its sole and absolute discretion, whether repairs are necessary.
- f. Homeowner and Contractor shall be responsible for any safety traffic control related to activities in connection with construction, repairs or restoration work on the property.

BELLA VISTA HOMEOWNERS ASSOCIATION  
BREACHING COMMUNITY WALL

If a homeowner requests approval to gain entrance to their property through one of the community perimeter walls to install a pool or other structures on the homeowner's property, the homeowner shall abide by the following:

- SUBMIT ARCHITECTURAL APPLICATION
- OWNER SHALL POST A BOND OR DEPOSIT IN CERTIFIED FUNDS, A SUM EQUAL TO THE QUOTED AMOUNT OR \$2,000 WHICHEVER IS GREATER. TO BE HELD BY THE ASSOCIATION'S MANAGEMENT FIRM UNTIL THE ARC COMMITTEE HAS APPROVED THE COMPLETED WORK.
- SUBMIT FULLY EXECUTED INDEMNIFICATION AGREEMENT.
- THE WALL SHALL NOT BE DOWN LONGER THAT 45 DAYS.
- ASSOCIATION'S MANAGEMENT FIRM WILL RETURN THE DEPOSIT AT THE DIRECTION OF THE ARC COMMITTEE AT THE TIME OF COMPLETION LESS ANY EXPENSES OR REPAIRS INCURRED BY THE ASSOCIATION IN RELATION TO THE IMPROVEMENTS.
- WALL SHALL BE REMOVED AND REPLACED BY ORIGINAL CONTRACTOR OR CONTRACTOR OR ASSOCIATION'S CHOICE AND LANDSCAPING SHALL BE REMOVED AND RESTORED BY COMMUNITY ASSOCIATION LANDSCAPING COMPANY.
- UPON APPROVAL OF SUBMITTAL, ALL CONSTRUCTION SHALL BE SCHEDULED THROUGH THE ASSOCIATION FOR COORDINATION.
- THESE RULES SHALL ALSO APPLY FOR CONSTRUCTION ACCESS OVER THE PERIMETER WALL.
- PERMISSION TO BREACH THE PERIMETER WALL WILL NOT BE GRANTED IF BACKYARD CAN BE ACCESSED THROUGH SIDE RETURN WALL.

Homeowner Name \_\_\_\_\_

Homeowner's Address \_\_\_\_\_ ( ) APPROVED ( ) NOT APPROVED

Architectural Review Committee Signature and Date \_\_\_\_\_

\_\_\_\_\_ Comments

4. MISCELLANEOUS ADDITIONAL PROVISIONS:

a. Entire Agreement:

This Agreement contains the entire agreement of the parties, and party acknowledges there were no oral agreements, representations, warranties or statements of fact made prior to, or at the time of, the signing of this Agreement. Any prior oral communications, statements of negotiations shall be of no force and effect, unless contained in writing in his Agreement.

b. Successors:

The Agreement shall inure to the benefit of, and be binding upon, the heirs, administrators, executors and assigns of each of the parties hereto.

c. Captions:

Paragraph titles of captions herein are inserted as a matter of convenience and for reference only, and in no way define, limit, extend or describe the scope of this Agreement, or any provisions contained herein.

d. Time is of the Essence:

Time is of the essence in this Agreement and all provisions contained herein.

e. Reference to Gender:

Any reference to the male or female gender, or to singular parties in this Agreement shall also include reference to the female or male gender and to multiple parties, if appropriate.

f. Attorney's Fees:

In the event of any disputes between the parties arising out of this Agreement, the prevailing party shall be allowed reasonable attorney fees and costs incurred in any negotiation, litigation or any appeal.

g. Acknowledgement if Independent Advice:

Each party whose signature appears below acknowledges that he/she has read all of the provisions of the foregoing Agreement, understand them, has sought independent advice regarding the legal effect of the provisions herein, and agrees to be bound by said provisions.

h. Modification:

No alteration, modification or amendment of this Agreement shall be effective or enforceable unless it shall be in writing and signed by all parties hereto.

i. Waiver:

No course of dealing or delay between the parties shall operate as a waiver of the rights of any party to this Agreement. No default, covenant or conditions of this Agreement may be waived, other than in writing.

j. Warranty:

If any party to this Agreement is a corporation, the officer signing this Agreement for the corporation warrants that he/she is authorized to sign this Agreement on behalf of the corporation.

k. Governing Law:

This document is governed by the laws of the State of Nevada.

5. Signatures:

Homeowners(s):

\_\_\_\_\_

\_\_\_\_\_

Date: \_\_\_\_\_

Contractors:

Pools:

Wall:

Date:

By: BELLA VISTA HOMEOWNERS ASSOCIATION

Date: \_\_\_\_\_

BELLA VISTA HOMEOWNERS ASSOCIATION  
c/o Terra West Property Management  
P.O. Box 809000 Las Vegas, NV 89180  
Telephone (702) 362-6262 Fax (702) 362-5046

**CERTIFICATION**

I, the undersigned, do hereby certify that:

1. I am the duly elected and acting President of Bella Vista Homeowners Association, a Nevada non-profit corporation ("Association"); and

2. The foregoing Bella Vista Homeowners Association Architectural Standards and Guidelines constitute the revised Architectural Standards and Guidelines of the Association duly adopted by the Board of Directors of the Association on \_\_\_\_\_, 2004.

IN WITNESS WHEREOF, I have hereunto subscribed my name on this \_\_\_\_ day of \_\_\_\_\_, 2004.

\_\_\_\_\_  
Bob Anderson, President



## CERTIFICATION

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IN WITNESS WHEREOF, I have hereunto subscribed my name on this \_\_\_\_ day of \_\_\_\_\_, 2004.

\_\_\_\_\_  
Bob Anderson, President