

UNIVERSITY BILTMORE
HOMEOWNERS ASSOCIATION

RULES AND REGULATIONS

(Revised August 18, 2008)

**RULES AND REGULATIONS
OF
UNIVERSITY BILTMORE HOMEOWNERS ASSOCIATION**

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UNIVERSITY BILTMORE HOMEOWNERS ASSOCIATION

RULES AND REGULATIONS

(Revised August 18, 2008)

Rules, regulations and restrictions have been adopted to provide for the maximum enjoyment of all Owners and tenants. Failure of any Owner or tenant to follow the rules and regulations set forth herein shall be considered a breach of the CC&R's and shall subject said owner to penalties as provided in the Covenants, Conditions and Restrictions which govern our Homeowners Association. All fines will be levied against the legal owner; therefore, it is the owner's responsibility to inform all tenants of these Rules and Regulations.

In addition to fines, the Board also has the authority to suspend the right to use of the recreational facilities for each infraction of the Rules and Regulations.

GENERAL

1. All Owners are responsible for providing the Board of Directors with a current billing address and their telephone number. Additionally, absentee Owners are required to provide the names and telephone numbers of their tenants for security reasons.
2. Homes are to be used for residential purposes only, and no commercial, noxious or offensive activity is allowed. Nothing is to be done so as to disturb the neighborhood or occupants of adjoining property.
3. No temporary structures, tents, boats, motor homes, trailers, or junk autos are permitted to remain on any property unless enclosed in the garage. They are not to be placed or parked on Association property.
4. The parking spaces located inside the complex are for operative vehicles only, to be parked for a maximum of 48 hours. Non operative or "junk autos" will be towed at owner's expense. When using the angular parking spaces off Rochelle, do not back in, park between the lines in designated spaces only, and pull all the way in until the front tires are against the bumper blocks. All vehicles must have current license plates.
5. No motor vehicle shall be constructed, reconstructed, or repaired inside garages, with the exception of emergency repairs.
6. Garages are not to be converted into living quarters. They shall not be converted for any other use than as originally designed. Garages shall be maintained in a neat, clean and sightly condition. Garage doors are to be kept closed when not in use.
7. No cooking is allowed in pool area, any common area, or inside garages.

8. Exterior design changes can be made only with written approval of the Architectural Committee and the Board of Directors. All others will be in violation, and the Board is authorized to have such changes restored to the original design at the Owner's expense. Requests for design changes are to be submitted to the Architectural Committee, in writing, along with a sketch or drawing showing the proposed changes. See Architectural Committee Rules for more details.
9. No garbage, trash, junk or anything which creates an unkept appearance is permitted in the common areas. All trash containers must be put out on trash collection days only, which are Wednesday and Saturday. Trash must be in a covered container or tightly sealed trash bags. Containers are to be put back inside the garages immediately after pickup. Bulky items are picked up on Saturdays only. **PUT TRASH OUT TUESDAY AND FRIDAY EVENINGS.**
10. No activity is permitted which would damage or deface the grounds, walkways, and improvements in the common area. Individuals who are responsible for such damage to project Property will be billed for all expenses incurred in the replacement or restoration of damaged items. Owners will be held responsible for the actions of their tenants, guests, and invitees.
11. Five (5) miles per hour speed limit in alleys.
12. Absolutely NO Parking is allowed in driveways, except in designated areas. The driveways are fire lanes, and any violators will be towed immediately at owner's expense.
13. No cooking is allowed on second story sundecks. Sundecks are not to be used for storage.
14. Children are not to play in driveways, or walk or play on roofs.
15. All Residents and Owners are hereby notified that University Biltmore HOA will not assume liability for any physical injuries occurring in our driveways.

PETS

1. No animal shall be allowed to make an unreasonable amount of noise or to become a nuisance.
2. Animals must be controlled by leash at all times when outside individual patio enclosures and living quarters. Any litter deposited by pets on lawns, sidewalks, or other project common areas must be removed immediately by the owner of the animal involved.
3. Any litter deposited within the patio areas must also be promptly removed by owners. In

order to prevent damage to landscaping, dogs are not permitted to be tied to trees, stakes, or other exterior building structures within project common areas.

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4. No pets are allowed in the pool, Jacuzzi, tennis court, or the xeriscaped common areas.
5. The number of animals (dogs and cats) shall not exceed two (2) per unit.

RECREATION AREA – TENNIS COURTS AND POOL

1. All guests swimming or playing tennis must be accompanied by a resident.
2. Only unbreakable containers to be taken into the pool or tennis court areas. NO BEER BOTTLES or other breakable bottles or glasses.
3. Pool keys are issued by the Association to each homeowner. This key must be used to enter and leave the pool and tennis court and common area. The gates must be fully closed (locked position) upon entering and leaving these areas. The key which was issued to you will serve as your identification. Additional identification may be required if the situation warrants it. Keys may not be reproduced or loaned or given to non-residents.

Anyone in the pool and tennis court areas without a key with the identification tag will be considered trespassing. The key and tag must be shown to any member or employee of the Association when requested.

- All original keys issued to an Owner will require a \$25.00 refundable deposit
 - Any loss of a key will require a \$50.00 replacement fee (non-refundable).
 - Keys will be issued to the Owner of a unit only. In the event an off-site Owner is unable to acquire the key, a written authorization by the Owner will be required for the tenant to pick up a key.
4. Climbing of walls and fences will not be permitted.
 5. No boisterous, dangerous, disruptive, or unusually noisy activities are allowed at any time.
 6. Any group activities in the recreation area must be approved by the Board of Directors.

7. No ball playing in the common area.
8. Bicycles, skates, skateboards, hotwheels and the like are prohibited from the footpaths, landscaping, driveways, pool, and tennis court areas.

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POOL AND JACUZZI

The Clark County Health Department has furnished us with the following rules and regulations pertaining to the use of the pool and spa. The pool and spa are open to use by all Owners, their guests and/or tenants. The cost of the upkeep is part of the monthly dues that each homeowner pays. Even though you never use these facilities, it is in your best interest to notify management of any violations.

1. All bathers must take a cleansing shower before entering or reentering the pool.
2. Persons suffering from colds, fever, coughs, sore or inflamed eyes or any communicable disease or skin disease or having open sores or bandages, may not use the pool or Jacuzzi/spa.
3. Spitting, soiling or in any way contaminating the water or walkways is prohibited.
4. Bringing or throwing into the pool onto walkways any object that may in any way carry contamination, endanger safety of bathers, or produce unsightliness is prohibited.
5. Persons not dressed for bathing must not be allowed in the pool or Jacuzzi/spa. This includes small children wearing regular diapers. Swimsuit attire must be worn by all persons using the pool or jacuzzi/spa. Street clothing including cut-off jeans and T-shirts are not permitted in the water.
6. No boisterous or rough play is allowed in the pool, Jacuzzi/spa, or pool area. No running, pushing or horseplay will be allowed.
7. Persons under the influence of alcohol are not allowed in the pool area.
8. Animals are not allowed in the pool area.
9. No glass containers are allowed in the pool area.
10. Ten minutes is the maximum recommended time in the Jacuzzi/spa. Extended exposure to hot water or vapors may be detrimental to the health of elderly persons and persons with heart conditions, diabetes, or high or low blood pressure.
11. No solo swimming (per Health Department)

12. When using suntan oil, shower before entering pool or Jacuzzi. Oil clogs the filters and clouds the pools. (Shower is available between two rest rooms.)
13. No soap is to be put in pool or Jacuzzi. Anyone found breaking this rule will be fined heavily to pay for all damages to pool equipment.

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14. Floats are never to be in the pool when they interfere with swimmers. Maximum number of floats to be in the pool at the same time is three.
15. No smoking, drinking or eating while in the pool and/or on the floats.
16. Sand buckets are to be used for cigarette butts and matches only. They are not to be used for cans or other trash.
17. No child under 14 years of age shall be permitted in the pool area unattended by an adult.
18. After 8:00 P.M. the pool is reserved for adults only (18 years of age and over). No excessive noise is allowed. QUIET HOURS ARE BETWEEN 10:00 P.M. AND 8:00 A.M.
19. The Jacuzzi is an adult therapy pool. For health, welfare and safety of all children ages 13 through 17, they must be accompanied by an adult, who must be in the Jacuzzi with them. No playing is allowed. FOR SAFETY REASONS, NO CHILDREN UNDER 12 YEARS OF AGE ARE ALLOWED IN THE SPA.
20. NO DIAPERS ALLOWED IN POOL. USE "SWIMMERS" ONLY

In addition, for safety reasons, absolutely no diving is permitted. Children under 14 may not use the pool unless accompanied by an adult and children under 17 must be accompanied by an adult to use the Jacuzzi/spa. Any person who fails to comply with any regulation governing a public bathing or swimming facility or any rule of that facility must be excluded from the premises. Our pool and Jacuzzi/spa are checked 3 times weekly. If any contamination is found, both the pool and Jacuzzi/spa will be closed until the condition is rectified.

TENNIS COURTS – Courts are closed after 11:00 P.M.

1. No homeowner, occupant or guest shall use the tennis courts for any purpose other than playing tennis.
2. No professional instruction is permitted.

3. Tennis shoes must be worn on courts.
4. One hour time limit if others are waiting to play.
5. No food, bottles or cans in court area. Only unbreakable plastic containers.
6. No pets allowed in courts at any time.
7. No excessive noise before 8:00 A.M. and after 10:00 P.M.
8. Gate is to be kept closed and locked at all times.

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9. Adults shall have priority use of the courts after 6:00 P.M.
10. TURN LIGHTS OFF WHEN YOU LEAVE.

PATIOS AND REPAIR AND MAINTENANCE OF BUILDINGS

In accordance with the provisions of the Amended Declaration of Covenants, Conditions and Restrictions, the Board of Directors has adopted the following rules and regulations concerning patios and repair and maintenance of all buildings and structures. The CC&R's provide that all units must be maintained in a manner satisfactory to the Board of Directors.

1. All buildings and structures shall at all times be kept in good condition and repair, and adequately painted or otherwise finished.
2. All patios are to be neat, clean, sanitary and attractively landscaped.
3. No tree, shrub, or planting of any kind on any lot, nor any other encroachment, shall be allowed to overhang or otherwise encroach upon any sidewalk or other Owners' patios or homes.
4. Plants, shrubs and trees shall be pruned when necessary. All weeds, dead shrubs, dead fronds on palm trees or other dead branches on trees, and other unsightly items shall be kept removed from the patios at all times.
5. All wrought iron gates, fences, and sun deck enclosures to be painted when needed.
6. No structural changes are to be made on patio fences, gates or sun decks without the prior approval of the Architectural Committee and the Board of Directors.

7. Any pet litter deposited within patio areas must be promptly removed.
8. All front doors and trim are to be painted same color as existing house trim color..
9. Garage doors are to be repaired and painted same color as existing house trim color.
10. The cost of the normal repair and maintenance of all party walls shall be shared by the owners who make use of the walls in proportion to such use. Any damage done to party walls shall be repaired and paid for by the owner responsible for such damage.
11. No bird feeders are allowed. DO NOT FEED THE PIGEONS.

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TENANT RULES AND REGULATIONS

An Owner may rent his residence to a single Family provided that the residence is rented pursuant to a lease or rental agreement which is (a) in writing, (b) for a term of at least thirty (30) days, and (c) subject to all of the provisions of the CC&R's and Rules and Regulations. The Owner is responsible for keeping the Tenant Information Form updated. (Tenant Information Forms, page 16, are available through the management office and may be duplicated for future use.) Each Owner who rents his unit is required to provide the Board of Directors with a copy of the lease or rental agreement for the purposes of determining whether the lease or rental agreement complies with language in the governing documents. Owners are responsible for the action of their tenant(s). Any Owner leasing or renting their property must comply with the following:

1. Each Homeowner shall complete a Tenant Information Form, page 16, for each and every Tenant who leases or rents a unit or for each and every person or family other than the Homeowner who occupies a unit. The completed Tenant Information Form and a copy of the lease agreement shall be mailed to the Association's property management within thirty (30) days after the leasing, or renting of the unit. The Tenant Information Form may be obtained from the management. The Tenant will not be given a pool key until said information is received by the management. If this information is not submitted to management, a letter shall be sent to the Homeowner requesting that the Tenant Information Form and the copy of the lease agreement be sent to management within thirty (30) days of receipt of said written notification. If the requested information is not received within the thirty (30) day written notice period, the Board may assess a fine against the Homeowner in the amount of \$25.00 for noncompliance.
2. A copy of the lease agreement of not less than thirty (30) days term and a copy of the tenant(s) application(s) shall be provided to the management within thirty (30) days of the signing of the lease agreement.

3. A mandatory criminal background check and release form and drug addendum form have been included in these Rules and Regulations to assist the Owner. It is highly recommended to each Owner that prior to leasing to any tenant(s) that the Owner requires a written credit report on each tenant that will reside at the property.
4. Only a Homeowner can request the purchase of a pool key. The charge for the pool key will be non-refundable.
5. The Homeowner must provide tenant(s) with a copy of the Rules and Regulations.
6. The Homeowner must advise tenant(s), in writing, that they are jointly and severally liable and accountable for any infractions of the Rules and Regulations.

This does not absolve the Owner of liability.

7. The Homeowner must provide management with a signed acknowledgment from the tenant stating that the tenant has received, read and understands the Rules and Regulations.

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REGULATIONS FOR ADMINISTRATIVE POLICIES - BOARD OF DIRECTORS

1. Owners can attend any meeting of the Association, including the Board of Directors meetings. The Board of Directors shall place on its agenda a section entitled, Homeowners Forum at the beginning of each meeting. Only during the Homeowners Forum, may an Owner attending the Board of Directors meeting address the Board of Directors. Each Owner will be entitled to speak a total of three minutes. The Board of Directors encourages Owners whenever possible to submit their comments in writing for the .Board to review prior to their next scheduled board meeting
2. The Board of Directors may meet in executive session at which time all Owners must leave the meeting until the executive session has been concluded. An Owner is not entitled to attend or to speak at the meeting of the board when it is in executive session. Executive sessions may be held for the purpose of discussing matters relating to personnel, non-payment of any and all assessments and violations of the governing documents alleged to have been committed by an Owner. Executive sessions may also be held for the purpose of discussing matters relating to proposed or pending litigation if the contents of the discussion would otherwise be governed by privilege as set forth in NRS 49.035 to 49.115. An Owner may request in writing to have his/her hearing be held of an alleged violation at an open meeting. At that time, the Owner may attend the hearing and testify concerning the alleged violation.

3. Any other matter discussed in executive session must be noted in the minutes of the meeting of the executive session of the Board of Directors. The Board of Directors shall maintain minutes of any decision made pertaining to alleged homeowner violations and upon request provide a copy of those minutes to the Owners who were the subject of these discussion or to their designated representatives.

ADMINISTRATIVE POLICIES - MEETINGS OF THE ASSOCIATION

1. A copy of the agenda for each meeting of the Association shall be posted in common area of complex. The agenda shall contain a statement that each Owner has the right to have a copy of the minutes or a summary of the minutes of the meeting upon request by the Owner to the Board of Directors. The agenda will include the date, time and location of the meeting and where copies of the agenda may be obtained. In addition, a second statement shall be included on the agenda which will inform the Owner that he has the right to speak at the meeting under the procedures established by the Board which are included in these rules and regulations.

2. The agenda for all meetings shall include each topic to be discussed and any proposed changes to the governing documents, fee or special assessments, budgetary changes and proposals to remove an officer or member of the Board of Directors. In addition, the agenda shall clearly state if an action item is to be discussed only or if a vote shall be taken on the action item. Only during the Owners meetings, time must be allotted to allow comments by the Owners and discussion of those comments; at which time, the Owners may vote. Owners do not vote at the Board of Directors meetings.

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3. Except in emergencies, no action may be taken upon a matter raised under an item on the agenda unless that matter has been specifically included on the agenda as a voting item or as part of the written or verbal recommendations of a committee report that has been included on the agenda.

4. Not more than 30 days after any meeting, the minutes or the summary of the minutes of the meeting are to be made available to the Owners upon request. The Association can charge the Owner requesting this information the cost of providing the copy.

5. The Association shall provide written notice to Owners of any meeting at least 21 days in advance at which time an assessment for capital improvements are to be considered or upon the consideration of the commencement of a civil action.

6. Special meetings of the Association may be called by the President, the majority of the Board of Directors or by the Owners having 10% of the vote or any lower percentage as specified in the by-laws of this Association.

ADMINISTRATIVE POLICIES - PROCEDURES FOR CONDUCTING MEETINGS OF THE BOARD OF DIRECTORS AND MEETINGS OF THE UNIT OWNERS

1. The meeting is to be called to order by the President or in the following order in case of the President's absence: the Vice-President, Secretary, Treasurer or designated director.
2. The order of the meeting shall follow the printed agenda. At the President's discretion, an agenda item can be moved to a different time period during the course of the meeting. The President has an obligation to maintain order when presiding over the meeting. The President has the right to tell any individual when he is out of order. One example would be that the agenda item under discussion pertains to pool maintenance and an Owner or Director wished to talk about the landscape maintenance. They would be out of order until the agenda item for landscape is officially introduced by the President per the sequence of the written agenda. Any Owner or Director who fails to maintain the proper decorum at the meeting can be called out of order by the President. One example would be inappropriate language or physical abuse. A Sergeant of Arms and or a Parliamentarian may be appointed by the Board for the purpose of assisting the President in the maintaining of order at the meeting.
3. When discussing a topic that is listed on the agenda, a motion must first be made and seconded. If the motion is not seconded, the motion fails and then it is not discussed. If the motion is seconded, the person who made the motion will be allowed to discuss the motion first. The President then will ask if there is anyone who is in opposition to the motion. If there is no opposition to the motion, then a vote on the motion can immediately take place. During the Board of Directors meetings, only Directors may make motions, discuss the motions and vote on the motions.

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4. Items that are brought forward under new business can be discussed but can not be voted upon unless it falls under an emergency status or if the recommendations are part of a written or verbal committee report listed on the agenda. If they are not voted upon, then the issues would be tabled to the next scheduled Board of Directors meeting and noticed on the respective agenda that the item will be discussed and voted upon at the next scheduled meeting.

ENFORCEMENT OF FINES

The Board of Directors shall have the sole authority to enforce the Rules and Regulations, including the levy of fines or suspension of the right to use the recreational facilities, at their discretion, for violations of these Rules and Regulations.

ADMINISTRATIVE POLICIES - THE ENFORCEMENT OF RULES

Rules must be uniformly enforced under the same or similar circumstances against all Owners. Any rule that is not so uniformly enforced may not be enforced against any Owner. A rule may be enforced by imposing a fine only if the person has received notice of the alleged violation and has been given the opportunity to request a hearing. Notice shall mean either a thirty day written notice to the Owner of the rule or any amendment to the rule. The notice of violation to the Owner must include a statement that the Owner may request a hearing on the alleged violation. If the Association imposes a fine against an Owner, a schedule of the fines must be either mailed or hand-delivered to the Owner. If the violation is not appealed and if the fine is not paid within 30 days of such notification, then a lien will be placed on the property.

The Board shall not apply any payment of any regular or special assessment fee or any other charge to any fine that has been imposed by the Board upon an Owner. The written notice must specify the details of the violation, the amount of the fine, and the date, time and location for a hearing on the violation; and a reasonable opportunity to contest the violation at the hearing. The Board must schedule the date, time and location for the hearing on the violation so that the person against whom the fine will be imposed is provided with a reasonable opportunity to prepare for the hearing and to be present at the hearing. The Board must hold a hearing before it may impose the fine, unless the Owner against whom the fine will be imposed: a) pays the fine, b) executes a written waiver of the right to the hearing; or c) fails to appear at the hearing after being provided with proper notice of the hearing. The violation will be considered to have occurred when reported to the Board of Directors by an Association member, Security or the police.

List of fines for repeated or continuing violations of our R&R's in compliance with Nevada Statute 116. There are several different types of rules.

1. Violations which are separate incidents that may be repeated at intervals of time.
2. Violations which can be given some time to correct.
3. Violations which demand immediate action because of health, welfare and safety reasons.

If there are unusual circumstances, like you are just about to go on vacation, you broke your arm or have lost your job, whatever you do, do not ignore the letter. Call Management and discuss the

situation or ask to speak to a Board Member.

SCHEDULE OF FINES

\$25.00 Fine

1. **Parking violation**, garbage out early, disturbing neighbors, violation of pool, spa or tennis court rules, pet litter not picked up, no leash on pets, barking dog, and bird feeding (pigeons).
2. Refusal to give phone number, patio clean up, shrub & tree trimming, wrong window treatment, painting of fences, doors, wrought iron.

\$50.00 Fine

1. Working on cars, inside or outside garage other than emergency repairs. Cost of damage repair may also be assessed to person responsible. Illegally parked cars will be towed.
2. Unapproved architectural changes.
3. Damage to pool, spa, tennis courts and common area.
4. Damage to driveways due to water, manmade chemicals, and any vehicle leakage.

\$100.00 Fine

1. Children in spa or pool unattended by adult.
2. Children 12 and under are not to be in the spa.
3. Children 13-17 years of age must be accompanied by an adult, who must be in spa with them.
4. Children playing in driveways.

Effective October 1, 1999, the amount of the fine must be commensurate with the severity of the violation but must not exceed \$100.00 for each violation or a total amount of \$500.00 whichever is less. If the fine is imposed and the violation is not cured within 14 days or for a longer period established by the Board, the violation shall be deemed a continuing violation. Thereafter the Board may impose an additional fine for the violation for each seven-day period or portion thereof that the violation is not cured. This additional fine may be imposed without notice and without an opportunity to be heard by the Board. The Board may place lien on a Unit for unpaid fines but may not foreclose on a lien for unpaid fines unless the violation is a type that threatens the health and welfare of the residents. The Board can assess a greater fine for those violations which threatens the health and welfare of the residents.

In imposing fines, the Board may apply any interest, charges or costs that may be collected by the Board if the fine is past due, regardless of the total sum of the fine, as long as the interest rates do not exceed the legal rate per annum. If the past due fine is for a violation that does not threaten health, safety or welfare of the residents, the rate established by the Association for costs of collecting the past due fines are as follows:

- a. may not exceed \$20.00 if the outstanding balance is less than \$200.00
- b. may not exceed \$50.00 if balance more than \$200.00 but less than \$500.00
- c. may not exceed \$100.00 if more than \$500.00 but less than \$1000.00
- d. may not exceed \$250.00 if more than \$1000.00 but less than \$5000.00
- e. may not exceed \$500.00 if more than \$5000.00 or more

Any past due fine may include any costs incurred by the Association during a civil action to enforce the payment of the past due fine. Costs of collecting includes without limitation, any collection fee, filing fee, recording fee, referral fee, postage or any other fee or cost that may be reasonably charged to the unit owner for the collection of past due fines. Outstanding balance is the amount of the past due fine that remains unpaid before any interest, charges or cost of collecting the past due fine are added.

All payments to University Biltmore HOA, must be paid by personal check, cashiers check, or money order.

Anti-Abuse Policy - We prohibit harassment in any form, including verbal and physical harassment. In general, verbal or physical conduct constitutes harassment, when it interferes with a person's work performance or creates an intimidating, hostile or offensive environment. Examples of such harassment include, but are not limited to; slurs, jokes, statements, gestures, pictures or cartoons regarding sex, race, ethnic, age, religion, physical disability, mental disability, medical condition, marital status, or sexual orientation. Residents, Board Members, and employees of the association are to be treated with respect and dignity. Sexual and other unlawful harassment is prohibited both by law and by the University Biltmore HOA policy. We strongly oppose any type of harassment and have "zero tolerance" for such conduct. We will investigate all such claims and take appropriate action in order to prevent, correct and, if necessary, discipline behavior which violates this policy. We will also take appropriate steps to protect our work force from workplace harassment.

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**FOR THOSE OWNERS WHO LEASE THEIR HOMES,
WE HAVE PROVIDED FOR YOU A MANDATORY
CRIMINAL BACKGROUND CHECK FORM**

The Nevada Criminal History Act effective July 1, 1979 provides that an Agency of Criminal Justice must provide to a prospective landlord, upon request, records of criminal history concerning a prospective tenant which reflect:

- 1.) convictions as pertain to an incident for which the prospective tenant is currently within the system, including Parole or Probation.
- 2.) with Written consent of the prospective tenant to the Agency to provide all conviction and non-conviction data.

This release, therefore, allows both conviction and non-conviction data to be released to the prospective landlord listed below.

I, _____, having made application with, _____, for residency, authorize release of any Record of Criminal History pertaining to me. I hereby release the Sheriff of Clark County, Las Vegas Metropolitan Police Department and its employees from any damage or liability in furnishing said Criminal History Record to the above listed prospective landlord.

Signature: _____ Date of Birth: _____

Witness: _____ Date: _____

Social Security #: _____

**FOR THOSE OWNERS WHO LEASE THEIR HOMES,
WE HAVE PROVIDED FOR YOU A
MANDATORY DRUG ADDENDUM**

In consideration of the execution or renewal of a lease of the dwelling unit identified in the lease, Lessor and Lessee agrees the following:

1. Lessee, any member of Lessee's household, or a guest or other person under Lessee's control shall not engage in criminal activity, including drug-related criminal activity, on or near the subject leasehold premises, "Drug-related criminal activity" means the illegal manufacture, sale, distribution, use or possession with intent of manufacture, sell, distribute or use, of controlled substance (as defined in 102 of the Controlled Substances Ac, 21 U.S.C. 802).

2. Lessee, any member of Lessee's household or a guest or other person under Lessee's control, shall not engage in any act intended to facilitate criminal activity, including drug-related criminal activity, on or near the subject leasehold premises.

3. Lessee or members of the household will not permit the dwelling unit to be used for or to facilitate criminal activity, including drug-related criminal activity, regardless of whether the individual engaging in such activity is a member of the household or a guest.

4. Lessee or member of the household will not engage in the manufacture, sale or distribution of illegal drugs at any location, whether on or near the subject leasehold premises or otherwise.

5. Lessee, any member of the Lessee's household, or a guest or other person under Lessee's control shall not engage in acts of violence, including, but not limited to the unlawful discharge of firearms, on or near the subject leasehold premises.

6. VIOLATION OF THE ABOVE PROVISIONS SHALL BE A MATERIAL VIOLATION OF THE LEASE AND GOOD CAUSE FOR TERMINATION OF TENANCY. A single violation of any of the provisions of this addendum shall be deemed a serious violation and a material noncompliance with the lease. It is understood and agreed that a single violation shall be cause for termination of the lease. Unless otherwise provided by law, proof of violation shall not require criminal conviction, but shall be by a preponderance of the evidence.

7. In case of conflict between the provisions of this addendum and any other provisions of the lease, the provisions of the addendum shall govern.

8. This lease addendum incorporated into the lease executed or renewed this day between Lessor and Lessee.

Property: _____

Unit #: _____

Address: _____

Signature of the Lessee

Date: _____

Signature of the Lessee

Date: _____

Signature of the Lessor

Date: _____

**UNIVERSITY BILTMORE
TENANT INFORMATION FORM**

Please complete and return to University Biltmore HOA
P.O.Box 71004, Las Vegas, NV. 89170-1004
OR FAX TO (702) 796-6592

Homeowner's Name(s) _____
Homeowner's Phone # (Home) _____ (Business) _____
Property Address _____
Homeowner's Mailing/Billing Address: _____
Homeowner's E-Mail address _____ FAX _____
In case of emergency, call _____
Number of persons living in unit _____ How many persons under the age of 18? _____
Any pets in unit? Yes () No () What type? _____
How many animals? Cats _____ Dogs _____ Other _____
Do you have a separate homeowners insurance policy? Yes () No ()

Name of Tenant(s) _____
Have the current Rules and Regulations been submitted to the tenants? Yes () No ()
Tenant's Phone # (Home) _____ (Business) _____
Tenant's E-Mail address _____ FAX _____
In case of emergency, call _____
Number of person's living in unit _____ How many persons under the age of 18? _____
Any pets in unit? Yes () No () What type? _____
How many animals? Cats _____ Dogs _____ Other _____
Do you have a separate renters insurance policy? Yes () No ()

Vehicles on Property:

1. Make _____ Year _____ Color _____ Lic# _____
2. Make _____ Year _____ Color _____ Lic# _____

Name of Management Co. _____
Manager's phone _____ FAX _____

It is imperative that we have this information in our files. Please keep us informed of any changes.

Homeowner Signature: _____ Date: _____

**Attach copy of lease, tenant application, criminal background check
and drug addendum.**

CERTIFICATION

I, the undersigned, do hereby certify:

**THAT I am the President of University Biltmore Homeowners Association, a
Nevada nonprofit corporation; and**

THAT the foregoing Rules and Regulations, comprising 15 pages, constitutes a change to the original Rules and Regulations of the Association, as duly adopted by written consent of the Board of Directors on August 18, 2008.

IN WITNESS WHEREOF, I have hereunto subscribed my name on this 18th day of August, 2008.

FRED GREENBERG, PRESIDENT

Attest:

BABETTE JARVIS, SECRETARY

**WHEN RECORDED MAIL TO: UNIVERSITY BILTMORE HOA
P.O.Box 71004,
Las Vegas, NV. 89170-1004**