

SUMMERLIN SOUTH COMMUNITY ASSOCIATION RULES AND USE RESTRICTIONS

The following Rules and Use Restrictions are intended to be in compliance with the Summerlin South Articles of Incorporation, Bylaws, Master Declaration, Supplemental Declaration and Design Review Standards and NRS 116. In any conflict, the foregoing documents shall control.

EXTERIOR MAINTENANCE AND REPAIR

No property anywhere within the Development shall be permitted to fall into disrepair, and all property including any improvement thereon or landscaping thereon shall at all times be kept in a clean, safe, and attractive condition. If any Owner shall permit any Lot or Condominium thereon, which is the responsibility of such owner to maintain, to fall into disrepair so as to create a dangerous, unsafe, unsightly or unattractive condition, the Master Association, after Notice and Hearing to such Owner, shall have the right but in no way the obligation, to correct such condition, and to enter upon such Owner's Lot or Condominium for the purpose of doing so. Such Owner shall promptly reimburse the Master Association for the cost thereof. Such cost shall be cause for a Specific Assessment enforceable in the manner set forth in the Summerlin South Master Declaration and the Owner of the offending Lot or Condominium shall be personally liable for all such corrective acts, plus all costs incurred in collecting the amounts due. Each Owner shall pay all amounts due for such work within thirty (30) days after receipt of written demand thereof, or action shall be taken against the Owner in the manner set forth in the Summerlin South Master Declaration. The Master Association shall have no liability, whatsoever, for any damage done to and Owner's Lot or Condominium as a result of its entrance and repair, provided, however, that the Master Association was acting in good faith.

IMPROVEMENTS AND ALTERATIONS

There shall be no excavation, construction, alteration or erection of any improvement (including any projection) which in any way alters the exterior appearance of any Condominium, existing improvement or any public or private street or any portion of a Lot without the prior approval of the Design Review Committee. There shall be no violation of the set-back or side yard requirements of the local governmental authority, notwithstanding any prior approval of the Design Review Committee. This section shall not be deemed to prohibit minor repairs or rebuilding which are for the purpose of maintaining or restoring a Condominium or Lot at or to its existing condition.

IMPROVEMENTS

- (a) No Owner's Lot shall be improved except with a Residence or Residences designed to accommodate no more than a Single-Family and its servants and occasional guests, plus a garage, fencing and such other improvements as are necessary or customarily incident to a Single-Family Residence. No part of the

construction on any Lot shall exceed the applicable height limitations of the County of Clark. No projections of any type shall be placed or permitted to remain above the roof of any Residence or Improvement within the Development, except one or more chimneys or vent stacks. No basketball backboard or other sports apparatus shall be constructed or maintained in the Development without the prior written approval of the Design Review Committee. No patio cover, wiring or air conditioning fixture, water softeners or other devices shall be installed on the exterior of a Residence or be allowed to protrude through the walls or roof of the Residence (with the exception of those items installed during original construction), without the prior written approval of the Design Review Committee.

- (b) All utility and storage areas and all laundry rooms, including all areas in which clothing or other laundry is hung to dry, must be completely covered and concealed from view of other areas of the Development.
- (c) No fence or wall shall be erected or altered without prior written approval of the Design Review Committee. All alterations or modifications of existing fences or walls of any type shall require the prior written approval of the Design Review Committee.

TEMPORARY STRUCTURES

Unless approved in writing by the Design Review Committee, no tent, shed, shack or other temporary or portable building improvement or structure shall be placed upon any portion of the Development.

LANDSCAPING

Within one hundred and eighty (180) days after the later to occur of (i) close of escrow for the sale of a Lot in the Development to an Owner (other than a Participating Builder), or (ii) issuance of a Certificate of Occupancy for a Residence constructed on the Lot, the Owner thereof shall install and thereafter maintain the landscaping on those portions of the front and side yards of his Lot in a neat and attractive condition. Rear yards shall be substantially complete within one (1) year following the date of conveyance of the Lot from the Participating Builder to the first owner other than the Participating Builder. This includes all necessary landscaping and gardening, and properly maintain and periodically replace when necessary the trees, plants, grass and other vegetation, if any, originally placed on such Lot by Declarant or any Participating Builder. No plants or seeds infected with insects or plant diseases shall be brought upon, grown or maintained within the Development. In addition, each owner shall keep free from weeds, debris and other unsightly objects all portions of the yard on his Lot. As provided in the Bylaws, the Board of Directors shall adopt Rules and Regulations proposed by the Design Review Committee to regulate landscaping. If any owner fails to install and maintain landscaping in conformance with such rules and regulations, or allows his landscaping to deteriorate to an unsightly or unattractive condition, the Board

of Directors, upon thirty (30) days prior written notice to such Owner, shall have the right to seek any remedies at law or in equity which it may have or to seek any remedies at law or in equity which it may have or to correct such condition or, after notice and a hearing, to enter upon Owner's property for the purpose of doing so. Such rights shall be immediate, and shall require no notice, in the event that any Owner allows his landscaping to deteriorate to a dangerous or unsafe condition. Such Owner shall promptly reimburse the Master Association for the cost of such correction. Such cost shall be a Specific Assessment enforceable in the manner set forth in the Summerlin South Master Declaration.

ANIMALS

No animals, fowl, reptiles, poultry, fish or insects of any kind ("Animals") shall be raised, bred or kept within the Development except that dogs, cats or other household pets may be kept provided that they are not bred or maintained for any commercial purpose, or in numbers deemed unreasonable by the Board of Directors. As used in this Declaration, "unreasonable quantities" shall ordinarily but not necessarily mean more than two (2) pets per household. Notwithstanding the foregoing, no Animals may be kept on Lots or Condominiums which, in good faith judgement of the Board of Directors or a committee selected by the Board of Directors for this purpose, result in annoyance or are designated obnoxious to residents in the vicinity. All Animals permitted to be kept pursuant to this Section shall be kept under control on a leash when on any portion of the Development except within a Lot or Condominium, at which time all Animals must be kept within an enclosure, or enclosed yard. To the extent permitted by law, any Owner of an Animal shall be absolutely liable to all others for any unreasonable noise or damage to Person or property caused by any Animal within the Owner's responsibility. It shall be the absolute duty and responsibility of each Owner to clean up after such Animals which have used any portion of the Association Property or Common Area. Feeding of animals on the common areas is prohibited.

UNSIGHTLY ARTICLES

No unsightly articles, facilities, equipment, objects or conditions (including but not limited to clotheslines, and garden and maintenance equipment) shall be permitted to remain on any Lot or Condominium in the Development so as to be visible from any public or private street or from any other Lot or Condominium in the Development.

SIGNS

No sign, poster, billboard, advertising device or display of any kind, including but not limited to, garage and estate sale signs shall be erected, displayed or maintained anywhere on the Development without the approval of the Design Review Committee, except that the Design Review Committee need not approve the following: (a) any sign (regardless of size or configuration) used by Declarant in connection with the Development and sale of Condominiums and Lots, and (b) a sign advertising for sale or lease a privately owned Lot or Condominium; provided however, that such sign

conforms to the specifications promulgated from time to time by the Design Review Committee, relating to dimensions, design, number, style and location of display.

In accordance with NRS116.325, all political signs exhibited must not be larger than 24 inches by 36 inches and are subject to any applicable provisions of law governing the posting of political signs. No more than one political sign for each candidate, political party or ballot question may be exhibited.

ANTENNAE

Standard TV antennas and satellite dishes 24 inches in diameter or less shall be permitted at Summerlin South; however, such over-the-air reception devices shall comply with all Design Guidelines or other applicable rules or use restrictions adopted by the Design Review Committee, the Board of Directors, or the Master Association, pertaining to the means, method, and location of TV antennae and satellite dish installation.

PARKING AND VEHICLE RESTRICTIONS

No Owner shall park, store or keep on any street (public or private) within the Development any large commercial type vehicle (including, but not limited to, any dump truck, cement-mixer truck, oil or gas truck or delivery truck); any recreational vehicle (including but not limited to, any camper unit, house/car or motor home); any bus, trailer, trailer coach, camp trailer, boat, aircraft or mobile home; or any inoperable or unlicensed vehicle or other similar vehicle. The above excludes camper trucks or similar vehicles up to and including three-quarter (3/4) tons and vans which are used for everyday-type transportation. The acceptability of such vehicles, however, is subject to approval by the Board of Directors. The foregoing shall not preclude the parking of recreational vehicles for a period of twenty-four (24) hours for preparation for taking or returning from a trip. In addition, no Owner shall park, store, or keep anywhere within the Development any vehicle or vehicular equipment, mobile or otherwise, for a period of time to exceed forty-eight (48) hours, or for any time or in any manner, deemed to be a nuisance by the Board of Directors. Garages shall be kept closed at all times, except as reasonably required for ingress to and egress therefrom. No Owner of a Lot or Condominium shall conduct repairs or restorations of any motor vehicle, boat, trailer, aircraft or other vehicle upon any portion of any Lot or Condominium or elsewhere within the Development, except wholly within the Owner's garage; provided, however, that such activity shall at no time be permitted if it is determined by the Board of Directors to be a nuisance. Vehicles owned, operated or within the control of an Owner or of a resident of such Owner's Lot or Condominium shall be placed in the garage of such Owner to the extent of the space available therein. Notwithstanding the foregoing, these restrictions shall not be interpreted in such a manner so as to permit any activity which would be contrary to any applicable County or City ordinance.

RESIDENTIAL USE

All Lots and Condominiums, other than the Common Area, shall be improved and used solely for single-family residential use; provided, however, that this provision shall not preclude any owner from renting or leasing all of his Lot or Condominium or any Apartment Units thereon by means of a written lease or rental agreement subject to the Summerlin South Master Declaration. No such lease or rental of a Condominium or Lot shall be for a term of less than one (1) year. ***** Minimum lease terms can vary by neighborhood and you are referred to your neighborhood's Supplemental Declaration or contact the management office at 702-791-4600.***

No business or trade shall be conducted, except that an owner or occupant residing in the unit may conduct business activities within the unit so long as: (i) the existence or operation of the business activity is not apparent or detectable by sight, sound, or smell from outside the Unit; (ii) the business activity conforms to all zoning requirements for Summerlin South; (iii) the business activity does not involve regular visitation of the Unit by clients, customers, suppliers, or other business invitees or door-to-door solicitation of residents of Summerlin South; and (iv) the business activity is consistent with the residential character of Summerlin South and does not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of other residents of Summerlin South, as may be determined in the sole discretion of the Board of Directors.

The terms "business" and "trade" as used in this provision, shall be construed to have their ordinary, generally accepted meanings and shall include, without limitation, any occupation, work, or activity undertaken on an ongoing basis which involves the provision of goods or services to persons other than the provider's family and for which the provider receives a fee, compensation, or other form of consideration, regardless of whether: (i) such activity is engaged in full or part-time, (ii) such activity is intended or does generate a profit, or (iii) a license is required.

Leasing of a unit shall not be considered a business or trade within the meaning of this section. The section shall not apply to any activity conducted by Declarant or a Builder approved by Declarant with respect to its development and sale of Summerlin South or its use of any Units which it owns within Summerlin South, including the operation of a timeshare or similar program.

FURTHER SUBDIVISION

Except as provided in the Summerlin South Master Declaration, no Lot Condominium, Common Area or the Association Property in the Development may be further subdivided (including division into time-share estates or time-share uses) without the prior written approval of the Board of Directors, provided however, that nothing in this Section shall be deemed to prevent an Owner from, or require the approval of the Board of Directors for: (a) transferring or selling any Lot or Condominium to more than one (1) Person to be held by them as tenants in common, joint tenants, tenants by the entirety or as community property, or (b) the leasing or renting by any Owner of all of his Lot or

Condominium by means of a written lease or rental agreement subject to the Restrictions contained in the Summerlin South Master Declaration.

NUISANCES

No rubbish, refuse or scrap lumber of metal; and no grass, shrub or tree clippings; and no plant waste, compost, bulk materials or debris of any kind shall be kept, stored or allowed to accumulate on any privately owned Lot or Condominium unless stored within an enclosed structure or container which has been approved by the Design Review Committee, or unless such matter is screened from view in a manner approved by the Design Review Committee. A refuse container, the use of which has been approved by the Design Review Committee, containing such materials may be placed outside at times reasonably necessary to permit garbage or trash pickup. Reasonably necessary time shall not extend more than twelve (12) hours before scheduled pickup. No sound or odor shall be emitted from any area of the Development, which is noxious or unreasonably offensive to any person. Without limiting the generality of any of the foregoing provisions, no horns, whistles, bells or other sound devices (other than devices used exclusively for safety, security or fire protection purposes), noisy or smoky vehicles, unlicensed off-road motor vehicles or other items which may unreasonably disturb other Owners or their tenants shall be located, used or placed on any property within the Development without the prior written approval of the Board of Directors. Prior written approval of the Board of Directors is required for the operation of motorcycles, dirt bikes or other mechanized vehicles on unpaved portions of the Association property.

DRAINAGE

There shall be no interference with the established drain pattern over and Lot or Condominium, so as to affect any other Lot or Condominium, unless an adequate alternative provision is made for proper drainage. For the purpose hereof, the "established drainage pattern" shall mean the drainage pattern which exists at the time the overall grading of any Lot or Condominium is completed by the Declarant or a Participating Builder and shall include grading shown on plans approved by the Design Review Committee.

WATER AND SEWER SYSTEMS

No individual water supply system, cesspool, septic tank or other sewage disposal system shall be permitted on any Lot or Condominium unless such system is designed, located, constructed and equipped in accordance with the requirements, standards, and recommendations of any applicable water district and any applicable governmental health authority having jurisdiction, and has the prior written approval of the Design Review Committee.

NO HAZARDOUS ACTIVITIES

No activities shall be conducted nor shall any improvements be constructed anywhere in the Development which are or might be unsafe or hazardous to any person, Lot or Condominium in the Development. Without limiting the generality of the foregoing, no firearms shall be discharged upon any property in the Development and no open fire shall be lighted or permitted on any Lots within the Development except in a contained barbecue unit while attended and in use for cooking purposes.

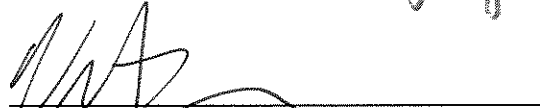
MINING AND DRILLING

No area of the Development shall be used for the purpose of mining, quarrying, drilling, boring or exploring for or removing water, oil, or gas or other hydrocarbons, minerals, rocks, stones, gravel or earth, nor shall oil wells, tanks, tunnels or mineral excavations or shafts be permitted upon the surface of any portion of the Development or within five hundred fifty feet (550') below the surface of the Development.

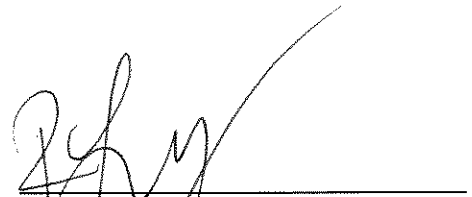
INSURANCE RATES

Without the approval of the Board of Directors, nothing shall be done or kept on the Development which is in violation of any law, would result in the increase of insurance rates for any Association Property or would result in the cancellation of insurance for any Association Property. The Association shall have no power to waive or modify this restriction.

Approved this 17 day of July, 2025



Vincent Esposito, President



Rachel Lyons, Secretary