

## **RULES AND REGULATIONS OF THE SKYE HILLS COMMUNITY ASSOCIATION**

SKYE HILLS COMMUNITY ASSOCIATION, a Nevada non-profit corporation (the "Association"), acting by and through its Board of Directors (the "Board") hereby adopts and promulgates these RULES & REGULATIONS (the "Rules").

### **ARTICLE I INTRODUCTION**

1.1 **Authority to Adopt:** The Declaration of Covenants, Conditions, and Restrictions and Reservation of Easements for Skye Hills (the "Declaration"), which was recorded in the Office of the Clark County Recorder's Office on November 5, 2020, in Book Number 20201105 as Instrument Number 0002775, provides, under Article 3 Section 3.2, that the Board shall have the power to adopt Rules & Regulations for the governance of the Association.

1.2 **Purpose:** The Rules shall govern the use real property now and hereafter made subject to the Declaration (the "Community"), including the Areas of Common Responsibility, the personal conduct of Members, Residents, and their guests thereon, and are intended to supplement the Declaration. The Rules may address, but are not limited to, use of the Community, signs, parking, property maintenance, landscape, and architectural review.

1.3 **Amendment:** The Rules may be amended and/or supplemented at any regular, legally constituted meeting of the Board by a majority vote of a quorum as set forth in the Declaration. Amendments are permissible, provided that no amendment shall become effective until thirty (30) days after notice of said amendment is mailed or delivered to the Members.

1.4 **Defined Terms:** Capitalized terms not separately defined in these Rules shall have the meanings set forth in the Declaration.

1.5 **Delivery of Rules:** A copy of the Rules shall be delivered to each Member of the Association upon adoption of the Rules or upon purchase of a property within the Association, whichever occurs last. The Rules shall also be made available for viewing and copying at the office of the Association. Thirty (30) days after adoption and delivery of the Rules, they shall be binding on all Persons having any interest in or making any use of any part of the Association.

1.6 **Non-Waiver:** Failure of the Association to exercise any power or right, to enforce any of the Rules, or to exercise any remedy shall not be deemed a waiver of the right to do so thereafter. Additionally, it shall not be a waiver of the right to exercise the remaining Rules or the right to exercise any available remedy. Additionally, a decision by the Board to permit an activity or use shall not preclude a later decision by the Board to prohibit such activity or use, provided that the later prohibition is properly noticed and uniformly enforced with respect to all those similarly situated, subject to any "grandfathering" permitted by the Board.

1.7 **Applicability:** Until such time as the Rules are modified pursuant to Section 3.2 of the Declaration: (a) the Rules shall apply to all Residential Lots in the Community, and (b) only the provisions of Articles XI through XIV shall apply to any Multi-Family Lot, Commercial Lot, or Mixed-Use Lot in the Community.

## ARTICLE II GOVERNING DOCUMENTS

2.1 **Defined:** The Governing Documents of the Association (the "Governing Documents") shall include the Declaration, as defined above, the Amended and Restated Articles of Incorporation of the Association, which were filed with the Nevada Secretary of State on November 2, 2020, (as may be amended, the "Articles"), the Bylaws of the Association, which were adopted in November 2, 2020, (as may be amended, the "Bylaws"), Homeowner Design Guidelines, these Rules, the Penalty Policy and Procedure for the Association, and any other documents that govern the operation of the Association.

2.2 **Conflict:** The Governing Documents and any applicable Neighborhood governing documents shall be construed to be consistent with one another to the extent reasonably possible. The inclusion of covenants, conditions, restrictions, uses, rules, regulations, and/or limitations in Neighborhood documents that are more restrictive than the equivalent provisions of the Governing Documents are permitted and shall not be deemed to constitute a conflict with the Governing Documents. If there is an irreconcilable conflict between the Governing Documents and any Neighborhood governing documents, then the provisions of the Governing Documents shall control unless prohibited by law.

2.3 **Owner Obligations:** Owners are reminded that they are required to comply fully with both the Governing Documents and their individual Neighborhood governing documents, where applicable. Without limiting the foregoing, compliance with a Neighborhood's governing documents does not obviate, guarantee, or replace the requirement for compliance with Governing Documents, including, but not limited to, compliance with architectural review and approval requirements.

## ARTICLE III SIGNS, FLAGS, AND DECORATIONS

3.1 **Request for Approval:** Unless described in Subsections 3.2 through 3.7 below, no sign, flag, flagpole, banner, decoration or other visible object may be posted, erected, planted, hung, or otherwise displayed on any Lot in a manner that is visible from the Common Elements, streets, or neighboring properties without the prior written approval of the Board or its duly appointed designee.

(a) Any and all requests submitted for review and approval shall comply fully with the requirements of submission set forth by the Board or its duly appointed designee and shall at all times conform specifically and fully to all Governing Document requirements.

3.2 **Garage Sale Signs:** Board approval is not required for the posting of one (1) Community approved garage sale sign if it is used for its normal and ordinary purpose. The approved sign may be rented from the Association office for a refundable damage deposit.

(a) The deposit will not be refunded if the sign is destroyed, mutilated, lost, or otherwise damaged in a manner that prevents further use;

(b) The sign may be posted on the Owner's Lot from sunrise on the day of the sale to dusk on the same day. All visible remnants of the sign, including, but not limited to tape, rope, and/or stakes must be removed along with the sign.

(c) Signs must be properly staked or anchored to prevent movement and litter.

3.3 **For Sale or Lease Signs:** An Owner may display one (1) Skye Hills approved "for sale" or "for lease" sign on his or her Lot without written approval from the Board or its duly appointed designee. Signs

for the sale of the home must be removed within three (3) days of transfer of ownership. Signs for the rental of a home must be removed upon execution of a lease. Signs may not be affixed within the Common Areas, and Owners will be responsible for any damage caused by improperly installed signs. Signs must not be allowed to deteriorate to an unsafe or unattractive condition.

(a) **Ground Signs:** If an Owner wishes to display a ground staked sign on the Lot, it may only be posted in the front yard. Yard signs must comply with Skye Hills standards. Thus, approved signs may be purchased from preferred vendors, and list of vendors is available at the management office. If an Owner wishes to use an alternate vendor, the sign must comply with the standards and dimensions of the preferred vendor signs.

(b) **Additional Signs:** In the event that an Owner wishes to display more than one (1) sign, approval from the Board or its duly appointed designee is required

3.4 **Open House Signs:** Board approval is not required for the posting of one (1) stationary sign identifying an open house if it is used in its normal and ordinary purpose. The sign may only be posted on the Owner's Lot. If the Association provides for an information area, then additional signs may be posted in accordance with the area's policies. No other signage will be permitted including, but not limited to, signs held by salespersons or other individuals.

3.5 **Political Signs:** Board approval is not required for posting of a professionally printed candidate or political issue and initiative sign on an Owner's Lot. Only one (1) sign may be posted per candidate or political issue and initiative. No sign may exceed 24" by 36". Signs may not be used to incite violence or otherwise disrupt the peaceful enjoyment of the neighborhood. Pursuant to Clark County Code 30.72.070, all such signs must be removed fifteen (15) days after any election where the result for the candidate or initiative is determined.

3.6 **Security Signs:** An Owner is not required to seek Board approval for the reasonable display of one (1) security sign in the front yard. The sign must be commercially designed and intended to relate primarily to security and not to commercially advertisement. However, such security signs shall not exceed eleven (11") inches in height and eight (8") inches in width, and they shall not be placed higher than two and one half feet (2 1/2') from existing grade to the top of the security sign. In addition, an Owner may display one reasonably sized, commercially printed, security sticker in each window of the residence as the Owner deems necessary.

3.7 **Flags:** One (1) American flag may be displayed at any time, without Board approval, as long as it is displayed in accordance with the Federal Flag Code, 36 U.S.C. 173-176, except that Owners may not illuminate a flag in any manner deemed to be a nuisance by the Board or its duly appointed designee. The flag may not exceed four feet (4') in height and six feet (6') in length. The flag may only be mounted to the residence using a commercially manufactured house mount kit and the flag pole may not be longer than six feet (6'). Additionally, one flag of the State of Nevada may be displayed at any time, without Board approval, as long as such flag complies with all of the foregoing requirements applicable to the American flag.

(a) **Flag Poles:** Free-standing flagpoles are not permitted without the approval of the Board or its duly appointed designee.

3.8 **Holiday Decorations:** Lights or other holiday decorations may be placed, erected, or displayed on a Lot in commemoration or celebration of nationally observed holidays without the approval of the Board or its duly appointed designee subject to the following:

- (a) Such lights or decorations may not unreasonably disturb the peaceful enjoyment of Owners of adjacent Lots by illuminating bedrooms, creating noise, or attracting sight-seers.
- (b) Holiday lights or decorations relating to any nationally observed holiday between December 1st and December 31st of any year may not be displayed before November 15th of the same year. Holiday lights or decorations relating to any other nationally observed holiday may not be displayed more than fourteen (14) days in advance of the respective holiday.
- (c) All lights and other decorations that were not permanent fixtures at the time of original construction or have not been approved as permanent improvements by the Board or its duly appointed designee shall be removed no more than fourteen (14) days after completion of the holiday or other reason for installation.

#### **ARTICLE IV** **VEHICLES AND PARKING**

4.1 **Enforceability:** The following vehicle and parking rules are adopted pursuant to the Declaration, which acts as a binding contract between the Association and each Owner or Member. Based on the aforementioned contractual relationship, these vehicle and parking rules may be enforced, in accordance with Nevada law, on any highway, street, or road within the Association regardless of its designation as a private or public right of way.

4.2 **Definitions:** The following definitions, which are listed in alphabetical order, shall apply to these vehicle and parking rules:

- (a) **Excess Vehicles:** Excess Vehicles shall mean those Vehicles regularly seen within the Association that are operated, owned, or otherwise related to an Owner or Resident and that exceed the maximum capacity of the related Owner or Resident's garage. For example, without restricting or limiting the foregoing definition, a third car regularly parked at the home of an Owner having a two-car garage would be defined as an Excess Vehicle.
- (b) **Garage:** Garage shall mean and refer to the place or area related to each dwelling unit that was originally constructed by the Builder, or later approved by the Board, for the purpose of sheltering, parking, and/or storing Vehicles.
- (c) **Guest:** Guest shall mean any person who is visiting the home, which shall include any person who does not occupy, inhabit, or stay overnight in the Unit for more than eight (8) days, whether consecutive or not, in any single month.
- (d) **Oversized/Commercial Vehicle:** Oversized/ Commercial Vehicle shall mean any Vehicle (1) too large to fit completely within a garage with the garage door completely closed, (2) larger than one ton in size, (3) displaying commercial signage, and/or (4) obviously designed for commercial use (e.g., plumbing trucks, flat beds, trucks with ladders, trailers, cleaning equipment or supplies), as determined by the Board or its duly appointed designee.
- (e) **Recreational Vehicle:** Recreational Vehicle shall mean any Vehicle used for recreational purposes as determined by the Board or its duly appointed designee including, but not limited to, a camper unit, house car, RV, or motor home; trailer, trailer coach, or camp trailer; watercraft, jet ski, canoe, kayak, or boat; four wheel, off-road vehicle, all-terrain vehicle, or dune buggy; or aircraft.

(f) Unlicensed or Unregistered: Unlicensed or Unregistered shall refer to any Vehicle not currently and validly licensed and registered as provided under the laws of the State of Nevada or the applicable state jurisdiction (provided that any Vehicle not required by law to be currently and validly licensed and registered shall also be deemed to be Unlicensed or Unregistered).

(g) Vehicle: Vehicle shall mean any means in or by which someone or something is carried or conveyed; a means of transportation; any device, equipment, item, or thing designed, manufactured, modified, operated, kept, or intended to transport persons and/or things, whether presently mobile or inoperable.

(h) Zone A: Zone A communities will be designated as such if that community's streets, roads, and alleys have been accepted by the State of Nevada or local government for dedication as a thoroughfare for public use.

(i) Zone B: Zone B communities will be designated as such if (1) that community's streets, roads, and alleys are privately held and if (2) that community was developed with sidewalks.

(j) Zone C: Zone C communities will be designated as such if (1) that community's streets, roads, and alleys are privately held, if (2) that community was developed without sidewalks, and if (3) a majority of the driveways were installed to permit complete access to two Vehicles simultaneously.

(k) Zone D: Zone D communities will be designated as such if (1) that community's streets are privately held, and if (2) a majority of the driveways as installed or a majority of the garages as constructed do not permit complete access to two Vehicles simultaneously.

4.3 Violation of Law: No Member, Owner, Guest, or other person shall operate, repair, use, store, or park any Vehicle within the Association in a manner that constitutes a violation of any law or ordinance, including, but not limited to, Nevada Revised Statutes or the Clark County Code.

4.4 Garages: Garages shall be used only for their ordinary and intended purposes. No Owner or Resident shall use or modify the originally installed Garage so as to preclude, limit, hinder, or interfere with regular and normal parking of Vehicles therein. Additionally, nothing may be done in the Garage so as to constitute, cause, or result in a nuisance to the Association or its Members. Vehicles operated by Owners and Residents shall regularly and normally be kept within one's Garage.

(a) Notwithstanding the foregoing, Declarant (or a Builder, with the approval of Declarant), may temporarily convert a garage located on any Lot owned or leased by Declarant (or a Builder, as applicable) into a sales office or related purposes.

(b) Repair and restoration of Vehicles within the Community is not permitted, unless wholly within the Owner's and/or Occupant's garage.

4.5 Parking of Excess Vehicles in Zone A: Residents who desire to regularly park or keep Excess Vehicles in Zone A on public streets that are dedicated to the State or local government may do so until such time as Nevada law is changed by amendment or operation of law. Residents are asked to respect all neighbors when parking on public streets and to park all Vehicles within one's Garage or driveway prior to using street parking.

4.6 Parking of Excess Vehicles in Zone B, C, and D: Residents who desire to regularly park, or keep Excess Vehicles on private streets within Zones B, C, and D are required to apply to the Board or its duly

appointed designee for prior written approval to park or keep said Vehicles on the street within their community.

- (a) Individuals seeking approval must submit all information or evidence required and requested by the Board or its duly appointed designee during its consideration of the request.
- (b) Application for approval will only be considered if such street parking shall not in any way protrude into or obstruct any sidewalks or impede traffic on any streets. Determination of such protrusion or impediment shall be made by the Board or its duly appointed designee.
- (c) Individuals seeking approval to park Excess Vehicles on private streets must agree to post or place stickers or vehicle tags in or on the Excess Vehicles if so required by the Board or its duly appointed designee
- (d) The Board or its duly appointed designee will only consider allowing Excess Vehicles to be parked on the private streets in the following cases:
  - (i) Zone B and C: consideration will only be given if there are extenuating factors including, but not limited to, disabilities that require street parking.
  - (ii) Zone D: consideration will only be given if there are extenuating factors including, but not limited to, disabilities that require street parking, driveways that do not permit access to two Vehicles simultaneously, and/or irregularly small garages.
- (e) Notwithstanding the foregoing, no individual will be permitted to store or park an Excess Vehicle on the street for any uninterrupted period exceeding seventy-two (72) hours.
- (f) The Board or its duly appointed designee shall have the sole decision-making power as to the granting of the right to park Excess Vehicles on the street
- (g) Board or its duly appointed designee may further limit or prohibit any parking of Excess Vehicles if it is determined that such parking constitutes, causes, or results in a nuisance.

4.7 Guest Parking: Vehicles belonging to Guests, as defined above, may be temporarily parked on the streets within the Community in accordance with the applicable regulations for each Zone. The Zone regulations are as follows:

- (a) Guest Parking in Zone A: Guests may park non-commercial, non-recreational passenger Vehicles on the either side of the street during their visit to the Community. However, no Vehicle may be parked on the streets for greater than seventy-two (72) consecutive hours.
- (b) Guest Parking in Zone B: Guests may only park non-commercial, non- recreational passenger Vehicles on the side-walk side of the streets. However, no Vehicle may be parked on the streets for greater than seventy-two (72) consecutive hours.
- (c) Guest Parking in Zone C and D: A Guest may park a non-commercial, non- recreational passenger Vehicle in front of the home that the Guest is visiting if such parking is available. Thereafter, the Guest may park said Vehicle on either side of the street. However, no Vehicle may be parked on the streets for greater than seventy-two (72) consecutive hours.

4.8 Speed Limit: Vehicles operating within the Association must obey all posted speed limit signs on all public rights-of-way and observe and observe a the posted speed limit signs, or if no signs are posted, a

speed limit of twenty (20) miles per hour on all private surface streets. Speeding is a threat to the health and welfare of the individuals in the Community, and it will not be tolerated.

4.9 **Side yard and Back yard Parking:** No person shall park, store, or keep on any side yard or in any back yard any Vehicle or similar item as defined in Subsection 4.3 above. Notwithstanding the foregoing, Recreational Vehicles may be parked on the side yard of a Lot behind a gate subject to the following restrictions:

- (a) No part of the Recreational Vehicle shall be higher than the fence line or gate line, and no part of the Recreational Vehicle shall be reasonably visible from any immediate neighbor's property or from any Common Area or street abutting the Lot;
- (b) Appropriate gate screening must be used to block the view of any Recreational Vehicle from any Common Area, abutting property, or adjacent street;
- (c) The Board or its duly appointed designee may, in its sole discretion, revoke the right to park Recreational Vehicles in all or any side yard(s) including, but not limited to, continued parking of any Recreational Vehicle previously parked in a side yard.
- (d) There shall be absolutely no waiver or presumption of right created by virtue of Recreational Vehicles being previously permitted in the side yard or back yard of the subject Lot or other Lots.
- (e) In no event shall any of the foregoing be interpreted to permit any parking or other activity contrary to any applicable law or ordinance.

4.10 **Further Limitation on Parking:** Notwithstanding the foregoing, the Board or its duly appointed designee reserves the right to further limit or prohibit parking if either body determines such parking constitutes, causes, or results in a nuisance or threat to the Community.

4.11 **Oversized/Commercial Vehicles:** Oversized Resident Vehicles or Commercial Vehicles may not be parked for any period of time on the Association Property or on private streets unless they are deemed to be Commercial Vehicles present for delivery or service purposes. Then, the Commercial Vehicle may only be parked during the period necessary for delivery or service.

4.12 **Recreational Vehicles:** Recreational Vehicles may not be operated within the Association or stored on any street therein at any time, except when being transported to or from storage in the Owner's or Occupant's Garage. Loading and unloading of Recreational Vehicles may not exceed the time necessary to complete the task, and in no event shall such loading or unloading exceed twenty-four (24) hours. No Vehicles, recreational or otherwise, of any kind are to be driven or operated on any portion of unimproved or vacant property within the Community.

4.13 **Utility Service Vehicles and Law Enforcement Vehicles.** The provisions of this Article IV shall not prohibit the following: (a) parking a utility service vehicle that has a gross vehicle weight rating of 20,000 pounds or less within the Community to the extent specifically permitted under NRS Chapter 116, or (b) parking a law enforcement vehicle or emergency service vehicle within the Community to the extent specifically permitted under NRS Chapter 116.

4.14 **Towing:** Any unauthorized or improperly parked Vehicle parked on the streets within the Association may be towed in accordance with Nevada law. The Vehicle will be tagged forty-eight (48) hours prior to towing. Owners of said Vehicles shall be responsible for all expenses incurred. If the vehicle

poses an imminent threat and/or danger, the subject vehicle may be subject to an immediate tow. Towing, if necessary, will be undertaken in accordance with Nevada Revised Statutes Chapter 487.

4.15 **Driveways:** Fluid leaks from Vehicles shall be deemed unsightly and may be a danger to the health, safety, and welfare of the Association and its Members. Any oil, rust, fluid, or similar stain must be removed immediately from all driveways, walkways, streets, and sidewalks. If such stains are not removed, the Association may remove the same at the Owner's expense. Drip pans may be used to prevent leaks but must be stored in the Garage or out of sight when not in actual use.

## **ARTICLE V WALLS**

5.1 **Alterations:** No Owner shall change, alter, add to, or remove any portion of any block wall, party wall, perimeter wall, or other shared structure including, without limitation, temporary removal for construction of a swimming pool or other improvement, unless prior written consent is received from the Board or its duly appointed designee.

5.2 **Maintenance Obligations:** Each Owner whose Lot contains, is surrounded by, or abuts any wall or fence, including, but not limited to, a wall and/or fence that separates the Owner's Lot from the Common Elements shall be responsible for the maintenance, repair, and/or replacement of that portion of the wall facing the Owner's Lot. In addition, each Owner shall be individually responsible for any visible or structural damage caused to any portion of the wall facing away from the Owner's Lot if the damage or disrepair to that portion of the wall was caused by the conduct of the Owner. This regulation includes, but is not limited to, water damage to the exterior of the wall from irrigation flaws or over-watering within or on the Lot.

## **ARTICLE VI LANDSCAPING**

6.1 **Landscaping Due Date:** Each Lot designated for Single Family Residential Use shall have full and permanent landscape installed in the front, side and rear yard within six (6) months after the close of escrow from the Declarant to the first non-declarant owner or within six (6) months after receipt of a Certificate of Occupancy, whichever occurs last. The landscape due date does not start over with each owner-to-owner transfer or sale.

6.2 **General Maintenance:** The Owner of each Lot shall, at all times after installation, maintain landscaping on the Lot in accordance with the criteria set forth by the Board or its duly appointed designee.

6.3 **Turf Care:** Turf areas are to be maintained in a reasonable and acceptable green, healthy, weed-free state. The height of the lawn may not exceed a height beyond that necessary to promote continual growth and may not be cut too short as to prevent future growth. Watering is to be scheduled in accordance with the guidelines set forth by the local water district. Irrigation systems shall be adjusted to account for changing weather conditions but may never be turned off completely for any period of time.

(a) If a lawn takes on a yellow or brown appearance, water must be applied immediately and steps taken to remedy the appearance, including fertilizer. However, steer manure, due to its offensive odor, may not be used as a fertilizing agent.

(b) Owners must monitor their irrigation systems at all times to prevent over-spray or over-watering. Water is not permitted to spray onto streets, walls, or sidewalks. Water run-off is not permitted, and irrigation systems must be maintained at all times to prevent excess water from pooling or running.

(c) When artificial turf is used, if the area has exceeded its acceptable lifespan, shows signs of wear, tear, barenness or disrepair, replacement of the subject area will be required.

6.4 Trees and Bushes: Trees and bushes must be regularly and properly maintained in accordance with the following standards:

(a) Trees and bushes must be trimmed to prevent obstruction of sidewalks, streets, and driveways.

(b) Trees or bushes with sharp leaves or thorns will be considered a danger to the health, safety, and welfare of the Association if they protrude into other properties or Common Elements. After notice, such trees and bushes may be trimmed by the Association at the Owner's expense if proper pruning is not completed by the Owner.

(c) Trees and bushes that obstruct the view of traffic signs, pedestrians, cross traffic, and/or house numbers will also be considered a danger to the health, safety, and welfare of the Association and may be trimmed by the Association at the Owner's expense.

(d) Trees and bushes must be fertilized on a regular basis in accordance with the standards accepted for the particular species. However, steer manure, due to its offensive odor, may not be used as a fertilizing agent.

(e) Trees and bushes must appear at all times in a healthy, maintained, disease-free condition. Leaves, pine needles, seedpods, and/or fruit dropped from any tree or bush on an Owner's property must be immediately removed by that Owner regardless of the location of the leaf, needle, seedpod, or fruit.

(f) Any dead or diseased growth on a tree or bush must be removed immediately. Any dead tree or bush must be immediately removed and replaced with a like tree or bush. If alternative foliage is desired, application must be made to the Board or its duly appointed designee. All replacement trees or bushes must be similar in size to the removed foliage and must fit within the current landscape plan.

6.5 Ground Cover and Flowers: All plantings must be regularly watered, attended, and pruned in accordance with the standards accepted for the particular species. All annual plants must be removed and properly disposed of at the end of the growing season. Growth that is a weed or valueless, and any wild growing plant that was not intentionally planted on the Lot must be removed immediately. Such growth/weeds must also be removed immediately from all walkways, driveways, and sidewalk cracks and separations. Bare areas are not permitted in any portion of an Owner's Lot unless such area is an integral part of a planter area. Such regulations apply to areas including, but not limited to, walls, planter boxes, sidewalks, driveways, berms, flower gardens, and any other similar planting areas.

6.6 Inorganic Yard Areas: Inorganic items may never be added to a Lot without the prior approval of the Board or its duly appointed designee. All inorganic yard areas must be maintained, replenished, and replaced as deterioration occurs. Such items must be maintained in a clean, stain-free, and safe condition. Stuccoed walls must be repaired as needed, especially when discoloration, mold, cracks, breaks, or chips occur. All gates must be maintained, painted, repaired, and kept in a safe condition and attractive

appearance. All other landscape features including, but not limited to, fountains, statues, and ornaments are to be maintained in a functional condition and must be painted and replaced as needed.

## **ARTICLE VII** **PETS**

7.1 **Household Pets:** Each Owner may keep and own a maximum of three (3) household pets on his or her Lot.

- (a) Household Pets shall be defined as animals ordinarily permitted in the house and kept for company or pleasure, such as dogs, cats, birds, pot-bellied pigs, ferrets, hamsters, parakeets, and non-venomous reptiles and amphibians not more than six feet in length.
- (b) The limit of three (3) Household Pets shall not apply to fish that are kept in an aquarium or pond for pleasure and personal use.

7.2 **Waste Removal:** Each Owner or other person having custody or control of any animal shall not permit said animal, either willfully or through failure to exercise due diligence, to excrete any solid waste upon any Lot, sidewalk, street, or area of common responsibility. No violation of this section shall occur if the Owner of the offending animal promptly, properly, and voluntarily removes the solid waste.

- (a) No Owner shall keep any animal unless its living area is kept clean and free from offensive odors, animal wastes, rodents, flies, or any other offensive or unwholesome conditions.

7.3 **Restraint and Control:** Each Owner having custody or control of any animal that is outside the confines of a cage or the rear yard of the Owner's Lot shall, at all times, cause said animal to be controlled by an appropriate and reasonable leash or restraint. Animals must always be controlled by an individual of suitable age and strength. Any violation of such may be deemed a nuisance that threatens the health, safety, and welfare of the Community.

- (a) No Owner or person having possession or control of any animal, shall cause, permit, or allow the animal to stray, run, or in any manner be at large.
- (b) Every Owner of any dog, cat, or other animal shall keep the animal restrained by a fence, cage, chain, leash or other adequate restraint so that the animal cannot leave or escape from the Lot and enter another Lot or Area of Common Responsibility.
- (c) Any animal found running at large, not restrained, or not kept as required pursuant to permit shall be subject to impoundment. If an animal is reported to animal control for impoundment, such animal shall be kept pursuant to the terms and conditions of animal control, and the Community shall not be responsible for the impoundment, or any charges incurred therefrom.

7.4 **Noise:** No Owner shall be permitted to own, keep, harbor, or possess any household pet that, by loud or frequent habitual barking, yelping, braying, or other noise, causes annoyance to the neighborhood or to any person in the vicinity. Any violation of this provision may result in a report being filed with Animal Control as well as any other sanction permitted for violation of these Rules.

7.5 **Vicious Animals:** The Board or its duly appointed designee shall have the right to order the removal of any animal from the Community that has been defined as a Vicious Animal. Any violation of such may be deemed a nuisance that threatens the health, safety, and welfare of the Community.

(a) A "Vicious Animal" shall be defined as any animal, except a dog in use by any law enforcement agency in the regular course of the agency's duty that behaves in an extreme and dangerous manner by biting, attempting to bite, attacking, or attempting to attack or otherwise constituting a physical threat to humans on a consistent and regular basis.

(i) A single incident of an altercation with an animal may not be enough to define the involved animal or animals as vicious. However, the Board reserves the right to define an animal as vicious after one attack.

(b) Any animal that bites, attempts to bite, attacks, attempts to attack or otherwise threatens a person or other animal unlawfully upon the Lot of the aggressing animal shall be considered a Vicious Animal.

(c) An individual who encourages, provokes, or teases an animal to the extent that the animal becomes aggressive shall be in violation of the nuisance provisions of the Governing Documents.

(d) Failure to remove a Vicious Animal from the Association after a direction to remove is received from the Board or its duly appointed designee shall constitute a violation that threatens the health and welfare of the Community.

(e) This provision shall create no right or obligation on behalf of the Board to define an animal as vicious.

## **ARTICLE VIII** **REFUSE CONTROL**

8.1 Trash Containment: No storage of trash or other debris will be permitted in or outside any Unit in such manner as to permit the spread or encouragement of fire, disease, or vermin.

8.2 Trash Containers and Garbage Cans: Trash, debris, and all other waste material shall be stored in secure containers with lids of a size, type, and make regularly used for trash containment.

(a) Owners having oversize or excess trash that exceeds the Owner's container, may place items for pick-up on the ground, next to the container, if the items are secure, sealed, weighted, and otherwise contained in an appropriate manner so as to prevent odor, spillage, and/or leakage. Notwithstanding the foregoing, Owners must first use a proper container before placing items on the ground.

(b) All trash containers and recycling bins are to be stored within the Garage or screened from view so that they are concealed and may not be seen from the street or front of the Unit.

(c) Trash containers and garbage cans are to be maintained in a clean and sanitary condition so that no noxious odors or conditions permit the spread or encouragement of fire, disease, or vermin or create a nuisance to the Community.

8.3 Trash Pickup Times: Trash containers and garbage cans may only be placed on the curb or at the end of a Lot for pickup twelve (12) hours before the scheduled pick-up date and time. The containers and cans must be removed from the pickup location within twelve (12) hours after pickup.

8.4 Laundry, Debris, and Clothing: No laundry, debris, or clothing may be hung or placed on any portion of the Lot so that such items are visible from the street or from neighboring properties.

## **ARTICLE IX EXTERIOR MAINTENANCE AND REPAIR**

9.1 **Window Coverings:** Window coverings that can be seen from the street or neighboring properties must be of a commercial nature, i.e., blinds, shutters, curtains, or drapes. All coverings must be tasteful, in good conditions, and neat in appearance. Aluminum foil, cardboard, newspapers, tablecloths, sheets or like materials are not permitted. Determination as to tasteful, good condition, and neat appearance shall be in the sole discretion of the Board or its duly appointed designee.

9.2 **Exterior Maintenance of Residence:** The exterior of each residence shall be maintained in a clean, attractive manner and in good repair. Windows, tiles, light fixtures, downspouts, and stucco must be repaired as needed, especially when discoloration, mold, cracks, breaks, or chips occur. All maintenance and repairs must be conducted in accordance with the Architectural Guidelines.

## **ARTICLE X SPORTS EQUIPMENT**

10.1 **Storage:** All sports equipment including, but not limited to, bicycles, skateboards non-motorized scooters, basketball hoops, hockey nets, soccer goals, bats, balls, remote control cars, etc., shall be stored within the Garage or screened from view so that the items cannot be seen from the street when they are not in use.

10.2 **Motorized Scooters:** Motorized scooters and other motorized sports equipment shall be considered Unlicensed and Unregistered Vehicles. Such scooters and equipment may not be operated within the Association due to health, safety, and noise concerns.

10.3 **Visible Sports Equipment:** All sports equipment including, but not limited to, basketball hoops, soccer goals, and/or hockey nets must be stored out of view from any neighboring property, street, or Common Area during periods of non-use.

## **ARTICLE XI USE OF COMMON ELEMENTS**

11.1 **Use of Common Elements:** Common Elements shall be used only for the purposes for which they were designed. No person shall commit waste on the Common Elements, interfere with their proper use by others, or commit any nuisances, vandalism or damage on or to the Common Elements. No person shall engage in any activity that is in violation of applicable laws and regulation of the United States, the State of Nevada and the City of Las Vegas, or any governmental agency with authority.

11.2 **Rule on Annoyance or Nuisance:** No noxious, offensive, dangerous or unsafe activity shall be carried on in any of the Common Elements. Neither shall anything be done therein, either willfully or negligently, which may be or become an annoyance or nuisance to the other Owners or occupants or which may interfere with their peaceful enjoyment of the Common Elements for the purposes for which they were designed. No person shall make or permit any disturbing noise or nuisance activities or do or permit anything to be done in any of the Common Elements that will interfere with the rights, comforts or convenience of other Owners or residents. No immoral, improper, offensive or unlawful use maybe made of the Common Elements.

11.3 Alcoholic Beverages: It is the intent of the Association Board that alcoholic beverages shall not be consumed in the Common Elements, EXCEPT (a) in locations within the Common Elements as are hereafter established for such purchase and consumption, (b) during functions sponsored and paid for by the Association or Declarant, or (c) such other functions approved by the Board. Beverages at these functions shall be provided, sold and served by a licensed caterer who holds a valid liquor license or an individual who holds a valid liquor license, both of whom will provide the Association with a certificate of insurance naming the Association as an additional insured. At no time shall any person be allowed to bring their own alcoholic beverages into the Common Elements.

11.4 Assumption of Risk: All persons using the Common Elements do so at their own risk.

11.5 Conduct: In the event that any person violates any provisions of the Association's Governing Documents, Homeowner Design Guidelines, these Rules, the Penalty Policy and Procedure for the Association, and any other documents that govern the operation of the Association while using the Common Elements, then (a) the person may be asked to leave the Common Elements immediately, (b) police or other security personnel may be called upon to remove such person from the Common Elements, and/or (c) the Board may consider the temporary or permanent revocation of the right to use certain of the Common Elements and/or impose a fine in accordance with the Policies of the Board of the Association. Owners and Residents are personally and financially responsible for the conduct of their guests.

## ARTICLE XII MISCELLANEOUS

12.1 Harassment: No individual will be permitted to behave or act in such a manner as to aggressively bully, intimidate, threaten or otherwise harass any person on the Property including, but not limited to, Owners, guests, employees of the Association, agents of the Association, vendors of the Association, or any member of the Board or its duly appointed committees. Such activity will be deemed a nuisance that threatens the health, safety, and welfare of the Community.

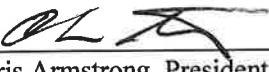
12.2 Satellite Placement, Cables and Other Cords: The placement of satellite devices on party walls is prohibited. Each Owner of a residence receiving signals through a satellite or other cord shall (1) conceal all cords from view of the neighboring properties, the golf course, the streets, and common areas, or (2) paint all cords to match the color of the applicable stucco or material upon which the cords run. All cords must be properly attached to the supporting structure and must follow the contour of the building in a manner that completely prevents slack in the cord.

12.3 Conduit Pipes: Each Owner of a residence utilizing conduit pipes or any other piping that runs along or on the residence shall (1) shall conceal the pipes from view of the neighboring properties, the golf course, the streets, and common areas, or (2) paint the pipes to match the color of the applicable stucco or material upon which the pipes run. All conduits must be properly attached to the supporting structure and must follow the contour of the building in a manner that completely prevents slack in the conduit.

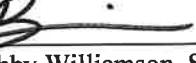
## ARTICLE XIII ENFORCEMENT OF RULES

13.1 Penalty Policy and Procedures: Any and all violations of these Rules and/or other Governing Documents will be subject to action and penalties as provided in the Penalty Policy and Procedures. This may include fines and/or suspension of voting or other privileges, subject to applicable law.

THE RULES AND REGULATIONS OF THE SKYE HILLS COMMUNITY ASSOCIATION is hereby  
adopted on the 21 day of April, 2022

By:   
Chris Armstrong, President

By:   
Rick Rexius, Treasurer

By:   
Bobby Williamson, Secretary