

# **SAVANNAH COMMUNITY ASSOCIATION**

## **Rules & Regulations**

**ADOPTED ON AUGUST 7, 2025**

## **SAVANNAH COMMUNITY ASSOCIATION - Rules and Regulations**

Savannah Community Association is a Sub-Association within Summerlin West Community Association, a Master Planned Community, and is subject to the terms and conditions of the Master Declaration and Governing Documents of the Master Association. Each Unit Owner is a member of both the Master Association and the Community Association.

Whereas the Board, acting on behalf of the Association, shall have the right and power, but not the duty, from time to time, to adopt, amend, repeal, and/or enforce Rules and Regulations, pertaining to the use and occupancy of the Community. The Rules and Regulations shall not unreasonably discriminate among Members. (Section 7.2)

Rules and Regulations or Rules shall mean all rules and regulations, if any, which may, but not necessarily, be adopted by the Board pursuant to this Declaration and the Bylaws; as such Rules and Regulations from time to time may be amended, subject to this Declaration and applicable law. (Section 1.70)

The following Rules and Regulations have been adopted by the Board of Directors of the Savannah Community Association to be consistent and expand upon the Restrictions of the Declaration of Covenants, Conditions, and Restrictions and in accordance with NRS 116. For a full description of the rights and obligations of ownership at Savannah Community, refer to the CC&Rs.

Each Unit Owner should become familiar with all documents governing the Association. The Rules and Regulations, as well as the Covenants, Conditions and Restrictions contained in the Declaration, will be enforced by the Association. Violations of the provisions of these documents may result in fines

### **GENERAL POLICY**

Living in a planned community requires cooperation and respect among neighbors. All residents are expected to comply with the CC&Rs, Bylaws, and these Rules & Regulations. Owners must ensure their tenants and guests also adhere to these policies

### **TENANT & GUEST RESPONSIBILITY**

- Owners are responsible for ensuring that tenants, guests, and invitees comply with these rules.

-Violations by non-owners may still result in fines and hearings assessed to the owner.

### **ENFORCEMENT POLICY**

To preserve the community and address compliance issues, the Association has adopted the following enforcement procedure:

- Courtesy Notice: A courtesy notice will be sent for any observed violation.

- Correction Period: Homeowners have 15 days to correct the issue and must provide proof of correction (e.g., a dated photo) to management.

- Hearing & Fine: If unresolved, a hearing will be scheduled, and the Board may impose a \$100.00 fine per violation.

- Continued Non-Compliance: - If not resolved within 15 days after the hearing, an additional \$100.00 fine will be issued. - Every 7 days thereafter, another \$100.00 fine may be issued until compliance is achieved. All enforcement actions will follow the "Notice and Hearing" process outlined in the CC&Rs.

## **Summary of Article 9 – Maintenance and Repair Obligation**

### **Maintenance Obligations of Owners – Section 9.1**

- It shall be the duty of each Owner, at his or her sole cost and expense, subject to the Governing Documents, to reasonably maintain, repair, replace and restore all Improvements located on his or her Unit, and the Unit itself, in a neat, sanitary and attractive condition (and at a minimum, in accordance with the strictest of: (a) standards adopted from time to time by the ARC (as set forth in the Governing Documents); and/or (b) commonly accepted standards), except for any areas expressly required to be maintained by the Association under this Declaration.

### **Damage by Owners to Common Elements – Section 9.3**

- The cost of any maintenance, repairs or replacements by the Association within the Common Elements arising out of or caused by the willful or negligent act of an Owner, his or her tenants, or their respective Families, guests or invitees shall, after Notice and Hearing, be levied by the Board as a Special Assessment against such Owner.

### **Damage and Destruction Affecting Dwellings and Duty to Rebuild – Section 9.4**

- If all or any portion of any Unit or Dwelling is damaged or destroyed by fire or other casualty, it shall be the duty of the Owner of such Unit to rebuild, repair or reconstruct the same in a manner which will restore the Unit substantially to its appearance and condition immediately prior to the casualty or as otherwise approved by the ARC Committee.

### **Party Walls – Section 9.5**

- The cost of reasonable repair and maintenance of Party Walls shall be shared equally by the Owners who share the wall. Each wall or fence which is built as a part of the original construction by Declarant and placed approximately on the property line between Units shall constitute a "Party Wall."

### **Perimeter Walls – Section 9.6**

- Owners are responsible to maintain and keep the interior portion of the Perimeter Wall in good repair at all times. Owners must maintain the Unit Wall at its original condition.
- No changes or alterations (including, without limitation, temporary alterations, such as removal of the Unit Wall for construction of a permitted Improvement) shall be made to any Perimeter Wall, or any portion thereof, without the prior written approval of the ARC Committee.

### **Additional Wall Provisions – Section 9.7**

- Original walls or fences shall not be added to, removed, modified, changed, or obstructed by any Owner without prior written approval by the ARC Committee.

### **Installed Landscaping – Section 9.8**

- Owners have one year from the close of Escrow to request and obtain written approval from the ARC Committee and complete any initial landscaping plans.
- Owners are responsible, at their sole expense, for the maintenance, repair, replacement, and watering of all landscaping in his or her Lot, in a neat and attractive condition.
- To prevent water damage, no spray irrigation water, sprinkler water, or drainage may seep, flow onto, or strike upon any foundation, slab, concrete, wall, or any other improvement.
- The community contains or may contain expansive soils, which have the potential to damage Dwellings and other Improvements. The risk of damage attributable to expansive soils is even more pronounced if the proper precautions and/or safeguards are not exercised, such as installing plant life too close to the walls, materially altering drainage patterns, oversaturating soils through excessive irrigation, and so on. To limit possible damage to Dwellings and other Improvements, Owners and/or Residents shall not install or allow to be installed any plant life and/or irrigation system within five feet of any foundation, slab, side or other portion of Dwelling, exterior concrete flatwork, wall (including, but not necessarily limited to, Party Wall and/or Perimeter Wall) and/or any other Improvement.
- All landscaping modifications must have ARC Committee approval.
- Prohibited plant types: (a) Olea European ("olive") (other than "fruitless olive," which shall be permitted); (b) Morus alba or nigra ("mulberry"); and/or (c) Cynodon dactylon ("Bermuda grass").

### **Graffiti Removal – Section 9.10**

- The Association may, at its discretion and expense, remove or paint over any graffiti on any Exterior Walls. This shall be a common area expense.

### **Compliance with EPA and Other Requirements – Section 9.11**

- No piling of any dirt, construction materials or debris, as well as no runoff from such debris into any drainage.

## **Summary of Article 10 – Architectural Review Committee**

### **ARC – Section 10.1**

- The Architectural Review Committee, sometimes referred to in this Declaration as the "ARC," shall consist of three committee members; provided, however, that such number may be increased or decreased from time to time by resolution of the Board.

### **Review of Plans and Specifications – Section 10.2**

- The ARC Committee shall consider and act upon any and all proposals, plans and specifications, drawings, and other information or other items submitted, or required to be submitted, for ARC approval.
- The ARC Committee shall have 45 days after receiving the completed ARC request, which includes the Master Association Approval Letter, to review the plans and specifications of the request.

### **Scope of Review – Section 10.3**

- The ARC Committee shall not be responsible for reviewing, nor shall its approval of any plan or design be deemed approval of, any proposal, plan or design from the standpoint of structural safety, method of construction, or conformance with building or other codes or legal requirements. ARC approval shall be subject to all applicable requirements of applicable government authority, drainage, and other similar matters, and shall not be deemed to encompass or extend to possible impact on neighboring Lots.

### **Non-Liability for Approval of Plans – Section 10.4**

- The ARC's approval of proposals or plans and specifications shall not constitute a representation, warranty or guarantee, whether express or implied, that such proposals or plans and specifications comply with good engineering design or with zoning or building ordinances, or other governmental regulations or restrictions. By approving such proposals or plans and specifications, neither the ARC Committee, the members thereof, the Association, the Board, nor Declarant, assumes any liability or responsibility therefor, or for any defect in the structure constructed from such proposals or plans or specifications.

### **Deposit Requirement – Section 10.5**

- The ARC Committee may require a deposit by the Owner for any heavy construction vehicles or machinery and will be refunded to the Owner once the project is completed without any damage to any curbs, streets, Common Elements and/or walls.

### **Compliance with Master Association Design Review Requirements – Section 10.8**

- Owners must obtain Master Association design review approval prior to seeking ARC Committee approval.

## Summary of Article 11 – Use Restrictions

### Residential Use – Section 11.1

- Units shall be used solely as a residence and may not be used for any manufacturing, mercantile, primary storage, vending, reverse engineering, destructive construction testing, or any other similar nonresidential purpose.

### No Further Subdivision; Rentals – Section 11.2

- No Unit or Common Element may be further subdivided (including, without limitation, any division into time-share estates or time-share uses) without the prior written approval of the ARC Committee.
- Owners may rent out their entire Unit, by means of a written lease or rental agreement for not less than a 12 month term and subject to the restrictions of this Declaration, so long as the Unit is not leased for transient, vacation rental or hotel purposes.

### Animal Restrictions – Section 11.4

- No more than three normal household pets per Unit, provided that they are not kept, bred or maintained for any commercial purpose. The Board may approve any variance to that number.
- Excessive dog barking is not allowed and constitutes as a nuisance.
- All pets must be kept inside the unit, in an enclosed yard, or on a leash.
- All owners must clean up after their animals within the community.
- No “Dog Runs” or kennels allowed without prior written approval from the ARC Committee.

### Nuisances – Section 11.5

- Trash, rubbish and debris shall be kept in covered containers, which are not visible by neighboring units, at all times, except for a reasonable period of time to permit trash pickup. Bins should not be left in driveways. Trash and recycling bins may not be placed curbside more than 12 hours before and must be removed within 12 hours after the scheduled pick-up. - Repeat violations may remain open for up to 6 months for tracking purposes.
- Nuisances are not permitted. A nuisance may include, but not limited to trash and other debris, vehicle repairs, loud noises, bells, horns, noisy or smoky vehicles or motorcycles, inoperable vehicles, and false security alarms. The Board have the right to determine if any noise, odor, or activity constitutes a nuisance.
- Owners shall be accountable for the conduct and behavior of their children and other family members. Any damage caused by these children or family members shall be repaired at the sole expense of the owner.
- No construction shall be permitted before 7:00 AM and after 6:00 PM from Monday through Friday. No construction shall be permitted before 9:00 AM and after 5:00 PM on weekends and federal and state holidays. Homeowners may petition the board to allow construction outside these hours on a case-by-case basis but must explain in their petition why it is necessary for construction work to occur outside these hours.

### **Exterior Maintenance and Repair; Owner's Obligations – Section 11.6**

- No improvement anywhere within the community shall be permitted to fall into disrepair.
- If any Owner or Resident shall permit any Improvement, the maintenance of which is the responsibility of such Owner or Resident, to fall into disrepair so as to create a dangerous, unsafe, or unsightly condition, the Board, and after affording such Owner or Resident reasonable notice, shall have the right but not the obligation to correct such condition, and to enter upon such Owner's Unit, for the purpose of so doing, and such Owner or Resident shall promptly reimburse the Association for the cost thereof.
- The Owner and/or Resident of the offending Unit shall be personally liable for all costs and expenses incurred by the Association in taking such corrective acts, plus all costs incurred in collecting the amounts due. Each Owner and/or Resident shall pay all amounts due for such work within ten days after receipt of written demand.

### **Drainage – Section 11.7**

- Owners may not interfere with or alter established drainage patterns without prior written approval from the ARC Committee.

### **Water Supply and Sewer Systems – Section 11.8**

- No individual water supply system, or cesspool, septic tank, or other sewage disposal system, or exterior water softener system, shall be permitted on any Unit unless such system is designed, located, constructed and equipped in accordance with the requirements, standards and recommendations of the Board, any water or sewer district serving the Community, the local health department, and any applicable utility and governmental health authorities having jurisdiction, and has been approved in advance and in writing by the ARC Committee.

### **No Hazardous Activities – Section 11.9**

- No hazardous or unsafe activities (e.g. fireworks) or improvements allowed. No firearms shall be discharged within the community. No open fires shall be lit, except for those contained in a barbecue unit, which must be attended to at all times.

### **No Unsightly Articles – Section 11.10**

- No rubbish, brush, weeds, undergrowth, or debris of any kind or character shall ever be placed or permitted to accumulate upon any Lot so as to render said premises a fire hazard, or unsanitary, unsightly, offensive, or detrimental to any other property in the vicinity or the occupants thereof. No unsightly article, facility, equipment, object, or condition (including, but not limited to, clotheslines, garden and maintenance equipment, or inoperable vehicles) shall be permitted to remain on any Unit so as to be visible from any street, or from any other Unit, Common Elements, or neighboring property. There shall be no placement of indoor furniture (including, but not limited to, couches, sofas, and similar items) in any area outside the interior of the Dwelling as to be visible from any street or from any other Unit or from any Common Element.

### **No Temporary Structures – Section 11.11**

- No outbuilding, tent, shack, shed or other temporary or portable structure or Improvement of any kind shall be placed upon any Lot or other portion of the Community. No garage, carport, trailer, camper, motor home, recreational vehicle or other vehicle, or any Improvement other than a Dwelling, shall be used as a residence in the Community, either temporarily or permanently.

### **Alterations – Section 11.13**

- There shall be no excavation, construction, alteration or erection of any projection which in any way alters the exterior appearance of any Improvement from any street, or from any other portion of the Community without the prior approval of the ARC Committee.

### **Signs; Flags – Section 11.14**

- Subject to NRS 116.320, Owners may display a flag of the United States or the State of Nevada, provided that such flag is displayed in a manner respectively consistent with the Federal Flag Code and applicable Nevada law and Ordinances.
- Subject to the preceding sentence: no other flag, flag pole, balloon, beacon, banner, sign, poster, display, billboard or other advertising device or other display of any kind shall be installed or displayed to public view from any Lot or any other portion of the Community, without the prior written approval of the ARC Committee, except for one for sale or for rent sign (18"x30") and/or political sign (24"x36"), according to the guidelines found in the CC&Rs.

### **Improvements – Section 11.15**

- No Lot shall be improved except with one Dwelling, plus a garage, fencing and/or wall, and such other Improvements as are necessary or customarily incident to a detached Dwelling.
- Without the prior written approval of the ARC Committee, no basketball backboard, jungle gym, play equipment, or other sports apparatus, whether temporary or permanent, shall be constructed, erected, or maintained on the Community.
- Apart from any installation by Declarant as part of its original construction, no patio cover, antenna, wiring, air conditioning fixture, water softeners or other devices shall be installed on the exterior of a Dwelling or allowed to protrude through the walls or roof of the Dwelling (with the exception of items installed by Declarant during the original construction of the Dwelling), unless the prior written approval of the ARC Committee has been obtained, subject to applicable law.
- Garages shall be used only for their ordinary and normal purposes. No Owner or Resident may convert the garage on his or her Unit into living space or otherwise use or modify a garage so as to preclude regular and normal parking of vehicles therein, without the prior written approval of the ARC Committee.

### **Satellite Dishes – Section 11.16**

- Satellite dishes may be installed without ARC approval, if all of the following conditions are met: (a) the satellite dish shall be no larger than 39" in diameter; (b) the satellite dish cable/cord color shall match the body color of the home; (c) the cable wiring, casing must be installed in a professional manner and cord, cables, wires and dish must be properly and tightly mounted and secured without gap; and (d) the satellite dish must be located in an inconspicuous location at the rear of the Dwelling near the roof eaves. If all of these conditions cannot be met, then ARC Committee review and approval will be required, subject to applicable law.

### **Landscaping – Section 11.17**

- Each Owner shall maintain the landscaping on his or her Lot in a neat and attractive condition. The Board may adopt Rules and Regulations proposed by the ARC to regulate landscaping permitted and required in the Community, but shall not prohibit an Owner from installing or maintain drought tolerant landscaping that is selected to the maximum extent practicable to be compatible with the style of the Community and which is submitted to the ARC for approval (for the purposes of this Section 11.17, "drought tolerant landscaping" shall mean landscaping which conserves water, protects the environment, and is adaptable to local conditions).
- In addition to complying with all Summerlin West requirements for artificial turf, any artificial turf installed in a front yard shall be set back a minimum of two feet from the edge of the sidewalk or curb (whichever is closest to the artificial turf). In addition, the homeowner must install plant material between the sidewalk or curb and the artificial turf such that the accessibility of the artificial turf to domesticated animals is impeded. In addition, any artificial turf approved to be installed in a resident's front yard may be required to be removed and replaced with landscape rock if, in the board's sole discretion, the artificial turf becomes unsightly and/or has a poor odor due to the presence of animal waste.
- Yards must be maintained free of weeds, debris, and unsightly articles.
- No rubbish, brush, undergrowth, or garbage shall be permitted to accumulate.
- Irrigation must not cause water to spray or drain onto foundations, sidewalks, or walls. - No planting or irrigation is allowed within five feet of foundations or perimeter walls.
- Artificial turf in front yards must be set back two feet from sidewalks or curbs, with landscaping in between.
- Prohibited plant types include olive trees (except fruitless), mulberry trees, and Bermuda grass.
- ARC approval is required for all landscaping changes.

### **Prohibited Plant Types – Section 11.18**

- Without limiting the generality of any other provision herein, the following plant types are hereby specifically declared to be nuisances and shall not be permitted anywhere within the Community: (a) Olea European ("olive") (other than "fruitless olive," which shall be permitted); (b) Morus alba or nigra ("mulberry"); and/or (c) Cynodon dactylon ("Bermuda grass").

### **Parking and Vehicular Restrictions – Section 11.19**

- No person shall park or store any inoperable vehicles, large commercial type vehicles, or recreational vehicles with the exception of (a) a pickup truck up to one ton when used for daily transportation, which can be parked entirely in the driveway (so as not to extend beyond the driveway) or enclosed garage; and (b) a recreational vehicle, which can be parked entirely in an enclosed garage or as approved by the Board. Recreational Vehicles may not be parked in any driveway or street except for temporary loading and unloading periods.
- No parking shall be permitted along any curb for more than 72 uninterrupted hours and may only be used after full capacity of the driveway. For extensions, a written request must be submitted to the management team for Board approval.
- No parking or storing any type of vehicle on any landscaping in view of a street without prior approval from the ARC Committee.

- Vehicle repairs and restorations may only be performed inside the Owner's garage with the garage door closed.
- Vehicles must be fully parked within the driveway, not blocking sidewalks.
- Garages shall be kept neat and free of stored materials in order to permit one standard sized vehicle to be able to park in the garage at all times.
- Street parking is only allowed when both the garage and driveway are full.
- Garage doors shall not remain open for prolonged periods of time and must be closed when not reasonably required for immediate ingress and egress.

### **Holiday Lights – Section 11.20**

- Traditional holiday lights and/or decorations may be installed in a reasonable seasonal manner, no more than 30 days before the holiday and removed no later than 30 days after the holiday and must be maintained in a neat and orderly manner.

### **Vehicle Washing – Section 11.21**

- Washing of vehicles from time to time shall or may be prohibited in the Community, in accordance with applicable Ordinances, and/or drought/water conservation measures of the City or other authority with jurisdiction.

### **No Security/Monitoring; Hazardous Conditions – Section 11.22**

- NO SECURITY OR MONITORING IS PROVIDED FOR THE COMMUNITY AND/OR PERSONS OR ACTIVITIES WITHIN OR RELATED TO THE COMMUNITY (INCLUDING, BUT NOT LIMITED TO, THE UNITS, PRIVATE STREETS, COMMUNITY RECREATIONAL AREAS, AND OTHER COMMON ELEMENTS). All persons entering upon the Community or any portion thereof shall do so AT THEIR OWN RISK.
- Without in any way limiting the foregoing: (a) parents shall at all times personally supervise any minor child or children on or about the Community (including, but not limited to, the Common Elements); (b) such animals as may be allowed from time to time in the Common Elements must at all times be kept on a leash held by a person capable of controlling the animal, and such person must immediately clean up and reasonably remove any and all droppings or waste deposited by such animal.

### **Conduct in the Community; Bullying Not Allowed – Section 11.23**

- "Bullying" shall not be allowed during or related to any Association Membership or Board or ARC meeting or function or activity, or on any Common Element.

### **No Views – Section 11.24**

- Each Owner, by accepting a deed to his or her Unit, whether or not specifically so stated in such deed, acknowledges and agrees that any construction or installation by Declarant or third parties, or growth of trees or other plants, may impair or eliminate the view, if any, of such Owner, and hereby accepts and consents to view impairment or elimination.

### **Post Tension Slabs – Section 11.25**

- The concrete slab for certain Units in the Community are or may be reinforced with a grid of steel cables which were installed in the concrete and then tightened to create very high tension. This type of slab is commonly known as a "Post Tension Slab." Cutting into a Post Tension Slab for any reason (e.g., to install a floor safe, to remodel plumbing, etc.) is very hazardous and may result in serious damage to the Unit and/or personal injury.

### **Prohibited Vehicular Accesses – Section 11.28**

- No Lot shall have direct vehicular access except from the street to which the Lot is addressed. Vehicular access from a Lot or Common Element to Desert Foothills Drive is prohibited.

### **Master Association Governing Documents – Section 11.29**

- The use restrictions set forth in the Master Association Governing Documents shall apply to this Community. The provisions of the Master Association Governing Documents shall prevent in the event of any irreconcilable conflict with the provisions of this Declaration.

### **Summary of Article 12 – Damage To or Condemnation of Common Elements**

- To the full extent permitted bylaw, each Owner shall be liable to the Association for any damage to the Common Elements not fully reimbursed to the Association by insurance proceeds, provided the damage is sustained as a result of the negligence, willful misconduct, or unauthorized or improper installation or maintenance of any Improvement by said Owner or the Persons deriving their right and easement of use and enjoyment of the Common Elements from said Owner, or by his or her respective Family and guests, both minor and adult.

## **Summary of Article 13 – Insurance**

### **Insurance Obligations of Owners – Section 13.5**

- Each Owner is required, at Close of Escrow on his or her Unit, at his or her sole expense to have obtained, and to have furnished his or her Mortgagee and the Board (or, in the event of a cash transaction involving no Mortgagee, then only to the Board) with duplicate copies of a homeowner's policy of fire and casualty insurance with extended coverage for loss or damage to all insurable Improvements and fixtures originally installed by Declarant on such Owner's Unit in accordance with the original plans and specifications, or installed by the Owner on the Unit, for the full insurance replacement cost thereof without deduction for depreciation or coinsurance. By acceptance of the deed to his or her Unit, each Owner agrees to maintain in full force and effect at all times, at said Owner's sole expense, such homeowner's insurance policy, and, upon the Board's request (without obligation of the Board to do so) shall promptly provide the Board with duplicate copies of such insurance policy at Close of Escrow, and periodically thereafter prior to expiration from time to time of such policy. Nothing herein shall preclude any Owner from carrying any public liability insurance as he or she deems desirable to cover his or her individual liability, damage to person or property occurring inside his or her Unit or elsewhere upon the Community. Such policies shall not adversely affect or diminish any liability under any insurance obtained by or on behalf of the Association, and duplicate copies of such other policies shall be deposited with the Board upon request. If any loss intended to be covered by insurance carried by or on behalf of the Association shall occur and the proceeds payable thereunder shall be reduced by reason of insurance carried by any Owner, such Owner shall assign the proceeds of such insurance carried by him or her to the Association, to the extent of such reduction, for application by the Board to the same purposes as the reduced proceeds are to be applied. Notwithstanding the foregoing, or any other provision herein: (a) each Owner shall be solely responsible for full payment of any and all deductible amounts under such Owner's policy or policies of insurance; and (b) this Section 13.5 is intended only to set forth certain insurance-related duties and obligations of Owners; and (c) nothing in this Section 13.5 shall impose any duty or obligation or liability whatsoever on the Association or on the Board.