

GAINEY *GR* RANCH



*8989 GAINEY CENTER DRIVE
CONDOMINIUM ASSOCIATION*

STANDARDS and RULES

UPDATED MAY 2024

8989 GAINY CENTER DRIVE CONDOMINIUM ASSOCIATION STANDARDS AND RULES

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SECTION 1

Interior and Exterior Remodeling and Changes

(Adopted February 2021; Updated April 2024)

Article 9.19 (Architectural Control) of the 8989 CC&Rs states **NO interior or exterior changes may be made without prior written approval** from both the 8989 Board and the Architectural Committee of the Master Association.

The Unit Owner **is required to complete and submit a Master Architectural Committee Application** for review by the 8989 Board and the Master Association Committee (MAC) for any interior and exterior remodeling and changes (including, but not limited to, such items as flooring, cabinetry, bathrooms, kitchen, lighting, windows, doors, window coverings, awnings, garage, landscaping, gates, patio, decks, built-in fireplaces and BBQs, air conditioner enclosures, and accessories) to the Unit, located in both the limited common elements and common elements.

Both the 8989 Condominium Association Board and the Master Architectural Committee (MAC) must review and approve the project(s) prior to the start of any project. To start a project prior to approval may result in a \$450 fine being imposed by the GRCA.

The 8989 Board and GRCA Master Association Committee shall make every reasonable effort to review applications submitted to them and to furnish a written decision to the applicant within fifteen (15) working days, setting forth the reasons for the decisions. The 8989 Board and Master Architectural Committee may disapprove in writing any application if there is insufficient information submitted for the 8989 Board and MAC to exercise the judgement required by these rules.

The 8989 Architectural Coordinator will review the application to ensure compliance with all 8989 applicable standards and rules. Because of the potential impact on the condominium building and the neighboring Unit(s) located within the building, the 8989 Board **requires**:

- All remodeling and construction performed be completed in accordance with City of Scottsdale Building Codes and Arizona Statutes;
- The acquisition of, and payment for any building permits and inspections, are the responsibility of the Homeowner;
- Remodeling and construction be completed by Arizona licensed/registered contractors (Name and Arizona ROC License numbers must be provided);
- Electrical and plumbing work be completed by Arizona licensed/registered contractors (Name and Arizona ROC License numbers must be provided); and
- An engineering report be prepared and submitted by a registered/certified structural engineer for any structural changes.

GRCA staff and the 8989 Architectural Coordinator may enter the Unit periodically to review and verify the remodeling and changes being made.

The Application is attached and is available on the GRCA website. Please include a description of the project, all relevant documentation (such as schematics, photos, measurements, engineering reports, etc.), and the name of the contractor(s) performing the work.

Please submit Architectural Applications to the GRCA Architectural Coordinator, for review and approval **BEFORE** starting any interior and exterior changes and remodeling to the Unit to avoid a violation penalty.

The GRCA Coordinator will provide the MAC Application Approval letter and a copy of the Construction and Contractor Rules to the Unit Owner. Contact the GRCA Architectural Coordinator at 480-951-0321 if you have any questions.

8989 does not allow street parking at any time except for loading and unloading materials to or from vehicles in front of the Unit. Contractors must park in the Unit driveway or visitor parking areas. If more space is required for contractor vehicles than can fit in the Unit driveway or in the visitor parking areas, contact the Security Office at 480-596-0125 to make special arrangements.

SECTION 1

8989 Construction and Contractor Rules

(Adopted February 2021; Updated August 2023)

CONTRACTOR HOURS – According to the City of Scottsdale

MONDAY THROUGH FRIDAY – MAY THROUGH OCTOBER: 6 am – 5 pm

Per the GRCA, NO construction activity generating loud noise may start before 6:30 am.

MONDAY THROUGH FRIDAY – NOVEMBER THROUGH APRIL: 7 am – 5 pm

SATURDAY: 8 am – 4 pm with NO construction activity that generates loud noise.

SUNDAY and HOLIDAYS – Contractors NOT permitted to work.

CLEANLINESS OF CONSTRUCTION SITE

The construction site shall be maintained in a safe, clean, orderly, and dust-free condition at all times. All trash, debris, mud, refuse and other undesirable material shall be collected daily, placed in suitable containers, and removed from the site weekly.

DUMPSTER, PORT-A-POTTY, STORAGE POD, CRANE, ETC.

- If a dumpster, port-a-potty, crane, or storage pod is needed on site for the project you must call the GRCA Architectural Coordinator at 480-951-0321 several business days in advance to obtain the necessary approval.
- Dumpster must:
 - Fit in your driveway or garage with enough space to be able to close the garage door.
 - Not block the sidewalk or roadway
 - Not have graffiti on it
 - Must be covered at night.
- Port-a-Potty must be shielded from neighbors.
- Storage Pod for Homeowner's personal items must:
 - Fit in your driveway or in your garage with enough space to be able to close the garage door.
 - Not block the sidewalk or roadway
 - Not have graffiti on it
 - Must be closed at night.

PARKING

- **NO STREET PARKING at any time** except for loading and unloading materials to or from vehicles in front of the Unit.
- Contractors must park in the Unit driveway or visitor parking areas.
- Limit the number of contractor vehicles at the Unit at any point in time (4-5 vehicles).
- If the contractor brings a trailer, that trailer is counted as one vehicle.
- If more space is required for contractor vehicles than can fit in the Unit driveway or in the visitor parking areas, contact the Security Office at 480-596-0125 to make special arrangements.



Master Architectural Committee Application

This form must be completed for any exterior change to your home, to include front and back yard landscaping. For condos, all changes interior and exterior must be submitted for review.

Deliver to: Gainey Ranch Community Association
Attn: Architectural Coordinator
7720 E Gainey Ranch Road
Scottsdale AZ 85258

Email to: architect@gaineyranchca.com

Name: _____ Best Phone: _____

Community Name & Lot/Unit #: _____ Email: _____

Include the \$45 application fee, all pertinent information outline by the architectural coordinator, and 2 copies of architectural and/or landscape plans. Please include current "before" pictures.

Brief Description of Project (i.e. replace windows, landscape plan). Provide full description on second page.

Both the Satellite and Master Architectural Committees must review and approve this project prior to you starting this project. To start this project prior to approval may result in a \$450 fine.

The Satellite Association and GRCA Master Architectural Committees shall make every reasonable effort to review applications submitted to them and to furnish a written decision to the applicant within **fifteen (15) business days** setting forth the reasons for its decisions. However, in the event the Master Architectural Committee fails to render a written decision within a thirty (30) working day period, the decision time limit shall automatically extend month to month unless the applicant requests in writing via US Postal Service Certified Mail to the attention of the Gainey Ranch Executive Director an immediate decision. Upon the Executive Director's receipt of such notice, a written response must be rendered within fifteen (15) working days or the application shall be deemed approved. The Master Architectural Committee may disapprove in writing any application **if there is not sufficient information** submitted for the Master Architectural Committee to exercise the judgment required for these rules.

I have read the information on this application and I understand that in addition to abiding by all GRCA applicable rules, I understand I am required to meet all regulations set by the city, state or country governments.

Owner's Signature: _____
(your signature is required for application submission)

FOR MAC USE ONLY

Date Received: _____	Date Fee Received: _____
Date Satellite Approved: _____	Check #: _____
Date MAC/Staff Approved: _____	Cash: _____
Executive Director Initials: _____	Apply to HOA account: _____
Arch. Coordinator Initials: _____	

Gainey Ranch
Master Architectural Application Fee

Date: _____

Name: _____

Community: _____

Please charge the \$45 application fee to my account.

Signature: _____

SECTION 2

Exterior Paint, Awnings, Screens and Window Frame Colors

(Updated May 2019)

EXTERIOR PAINT – APPROVED COLORS

Buildings, Patio, A/C and Perimeter Walls (including attached utility boxes):

- Paint: Dunn Edwards (Exterior)
- Color: Birchwood – DEC752
- Finish: Flat (Exterior)

Garage & Front Doors (including wood trims on same):

- Paint: Dunn Edwards (Exterior)
- Color: Kiln Dried – DET692
- Finish: Semi-Gloss (Evershield EX– EVSH50-3)

Terrace Railings & Patio Gates (Metal):

- Paint: Dunn Edwards (Exterior)
- Color: Espresso Macchiato – DET680
- Finish: Semi-Gloss (Astroshield IN/EX ASHL50-0)

Front Entrance Gate, 8989 Monument, Pool Fencing, Signposts, Pool Lights, and Utility Boxes:

- Paint: Dunn Edwards (Exterior)
- Color: Espresso Macchiato – DET680
- Finish: Semi-Gloss (Astroshield IN/EX ASHL50-0)

Wood Roof Trim on Mailbox Gazebo, Pool Bathroom, and Pool Entrance Buildings:

- Paint: Dunn Edwards (Exterior)
- Color: Kiln Dried – DET692
- Finish: Semi-Gloss (Evershield EX– EVSH50-3)

AWNINGS – APPROVED COLORS/FABRIC

- Fabric: SUNBRELLA
- Color: Linen Tweed
- Number: AWN-4654
- Pattern: Awning Weight
- Grain: Fabric grain must have the lines run horizontally to assure consistency in appearance.

EXTERIOR WINDOW FRAME COLOR, SUNSCREENS & INSECT SCREENS

- Dark Bronze

SECTION 3

Maintenance Responsibilities

(Adopted May 1995; Updated February 2021)

The 8989 Board of Directors has undertaken a review of the 8989 Gainey Center Drive Condominium Association documents to clarify and delineate the respective maintenance responsibilities of the 8989 Gainey Center Drive Condominium Association, Inc. ("Association") and its members ("Homeowners"). To this end, the Master Declaration, Tract Declaration, and 8989 Gainey Center Drive Declaration (commonly referred to as the CC&Rs) were reviewed. In addition, the Statutes ("the Statute") pertaining to the creation and management of a condominium in the state of Arizona were reviewed for compliance.

The allocation of maintenance responsibilities has been organized according to the parts which make up the Condominium, namely, Units, Limited Common Elements and Common Elements. A summary of each part follows.

UNIT: The Unit is the part of the condominium you independently own. Although defined in detail in the CC&Rs, for purposes of this document it can be thought of as that which comprises your interior living space. The structural components and exterior of the building in which your Unit is located are not part of the Unit but are Common Elements.

LIMITED COMMON ELEMENTS: Limited Common Elements are not owned by Unit owners (hence they are part of the Common Elements) but are appurtenant to and for the exclusive use of designated Unit owners (hence the limited designation). The CC&Rs designate the following as Limited Common Elements: garages, storerooms in the garage and (not within the Unit), driveways, entryways, patios, decks, balconies, fireplaces (including firebox and flue), heat pump/air conditioner enclosures, and any portion of the electrical, plumbing, mechanical and similar systems within or without the Unit, serving only the Unit (such as electric wiring connecting the Unit's security system to the exterior fire alarms). The Statute designates all exterior doors and windows as Limited Common Elements.

COMMON ELEMENTS: Common Elements consist of every element of the entire Condominium that is not included within the definition of a Unit, for purposes of the document; however, references to Common Elements do not include Limited Common Elements since these are considered separately.

The allocation of maintenance responsibilities for the foregoing elements of the Condominium is as follows:

UNITS:

- A. Each homeowner is responsible for all the maintenance, repairs, and replacements within the homeowner's Unit. This includes, but is not limited to, the following:
 - 1. All interior doors and partitions, all materials constituting the finished surfaces of floors, ceilings and walls, cabinetry, and all other improvements within the Unit.
 - 2. All appliances, fixtures, and equipment within the Unit including, but not limited to, lighting fixtures, plumbing fixtures, stoves, refrigerators, freezers, wine coolers, hot water heaters, water softeners, and heating and air conditioning components.

- B. The Association has no maintenance responsibility with respect to the Units.

LIMITED COMMON ELEMENTS: The CC&Rs state that each homeowner is responsible for maintaining in good order and repair and in a clean and sanitary condition all exclusive Limited Common Elements (except the driveways, for which the CC&Rs state that the Association shall provide all maintenance). In some instances, the CC&Rs are more specific regarding the maintenance of certain Limited Common Elements. On the other hand, the Tract Declaration states that the Association shall be responsible for the exterior and structural maintenance of the dwelling units, which is broad enough to encompass certain Limited Common Elements and specifically references painting and maintenance of roofs. Your Board has reconciled these documents by drawing distinctions between (i) those Limited Common Elements that require exterior maintenance and those that do not, (ii) building and landscape maintenance and (iii) those items that have been added by the homeowner, either as an option at the time of purchase or independently after purchase and those that were standard. In addition, whenever possible, specific language was given precedence over general language and where necessary, the Tract Declaration was given precedence over the CC&Rs (as required by the CC&Rs). Thus, the maintenance responsibility for Limited Common Elements is as follows:

- A. The Association is responsible for all driveway maintenance and parking areas exterior to garages and for maintaining garage doors and exterior building and landscape lights (including light bulb replacement) except all lights, including building mounted lights, located within patios and balconies, and light bulb replacement in accordance with Standards & Rules.
- B. Homeowners are responsible for routine cleaning and maintenance of air conditioner enclosures, entryways, patios, decks, balconies, which includes railings and posts and keeping drains in an open unobstructed condition.
- C. Except as otherwise provided in Paragraphs H and I below, the homeowner is responsible for all other exterior maintenance of these elements.
- D. Homeowners are responsible for routine cleaning and maintenance of garages and storerooms not within the Unit and fireplaces (including firebox and flue). The Unit garages **must** be maintained as a two-vehicle garage (See Section 20 of the Standards & Rules). The Association has no responsibility with respect to these elements.
- E. Homeowners are responsible for the maintenance of air conditioning and electrical components within the limited common area A/C enclosure located on the exterior of the Condominium. The Association has no responsibility with respect to these elements.
- F. Homeowners are responsible for maintenance, replacement, and repair of any of the items described in Paragraph A2, on the previous page, because they are located within the Unit.
- G. Homeowners are responsible for maintenance of all other portions of the electrical, plumbing, mechanical and similar systems which qualify as Limited Common Elements. This includes the maintenance of, in an open and unobstructed condition, all sewer and drainage pipes, water and other utility lines between the points at which the same enter the Unit and the points where the same join the utility line serving other units. The Association has no responsibility with respect to such items.

- H. Homeowners are responsible for maintenance of all exterior doors, including such door system components as door frames, jambs, weather stripping, thresholds, tracks, screens, and hardware, excluding garage doors (see paragraph A above). This includes painting, repair and replacement, and interior and exterior cleaning of all door glass (where applicable). This also includes maintenance of the garage door opener and remote-control device. The Association's responsibility with respect to these elements is limited to exterior caulking.
- I. Homeowners are responsible for maintenance of all windows and skylights, including such window system components as frames, weather stripping, tracks, screen, and hardware. This includes repair and replacement and interior and exterior cleaning of all windows and skylight glass. The Association's responsibility with respect to these elements is limited to exterior caulking and maintenance of the flashing around skylights.
- J. Homeowners are responsible for maintenance of any landscaping and lighting within a Limited Common Element (back patio or terrace/deck). The Association has no responsibility with respect to these items.
- K. Maintenance responsibility for any finished flooring added to a second story patio or balcony is as follows:
 - 1. Homeowners are responsible for maintenance of any finished flooring added to a second story patio or balcony after initial purchase. In addition, homeowners shall be held responsible if such surface or the failure to maintain such surface causes a premature failure of the underlying waterproof membrane. The proper maintenance of any material that has been installed over the waterproofing membrane is a particular concern. The Deck Maintenance Program has been adopted by the Board.
 - 2. Homeowners with the standard membrane surface on the second story patios and balconies shall have no maintenance responsibility for such surface. Since it is also a roof element, this surface will be maintained by the Association.
 - 3. In all such cases, Homeowners are responsible for routine cleaning as set forth in paragraph B above and for negligent damage noted in paragraph "Common Elements" below.
- L. Homeowners are responsible for maintenance of all awnings or other sun control devices associated with or added to the exterior of their Unit. The Association has no responsibility with respect to these items.

In accordance with CC&Rs Article 4 Section 4, Homeowners are liable for any damage to the Common Elements, including the Limited Common Elements, that may be sustained by reason of the negligence of a homeowner or such homeowner's family members, tenants, guests, or invitees.

SECTION 3.1

Management and Protection of Common Elements

(Adopted March 2022)

Article 5.11 of the Gainey Center Drive Condominium Association Declaration (the “Declaration”) grants to the 8989 Condominium Association the right to adopt and administer Association rules for the regulation and operation of the Condominium.

Article 4 of the 8989 Declaration of Covenants, Conditions, and Restrictions (CC&Rs) for 8989 Gainey Center Drive Condominium requires the 8989 Board and GRCA Maintenance staff to:

- Maintain and manage (Sections 4.2a and 4.4) the Common Elements which includes (but not limited to) landscaping, streets, parking areas, signs, and exterior building and ground lighting; and
- Protect and preserve (Section 4.2e and 4.4) the Common Elements which includes (but not limited to) landscaping, streets, parking areas, signs, and exterior building and ground lighting.

CC&Rs Section 4.4 states: “Subject to the standards established by the Master Declaration, the 8989 Board shall be the sole judge as to the appropriate maintenance of the Common Elements.”

In accordance with its authority, the 8989 Board approves the following for the safety of Owners/Residents, guests/invitees, and licensees, and the maintenance and protection of landscape areas and other infrastructure in the Common Elements:

SPEED LIMIT: Up to a maximum speed of fifteen (15) miles per hour for all vehicles;

SIDEWALKS: provide a safe network for people walking, and using personal assistive mobility devices (like walkers, and motorized and non-motorized wheelchairs). Motorized and non-motorized vehicles including (but not limited to) golf carts, bikes, motorcycles, skateboards, ATVs, trucks, and automobiles **may not** drive or park on sidewalks.

STREETS and DRIVEWAYS: The 8989 streets are narrow and considered fire lanes. Consequently, street parking is **not allowed** at any time (during the day and overnight) except for short periods of time to load and unload materials to and from vehicles in front of or near a Unit. Streets and driveways are restricted for use by motorized and non-motorized vehicles including (but not limited to) golf carts, bikes, motorcycles, skateboards, ATVs, trucks, and automobiles. People walking and using personal assistive mobility devices (like walkers and motorized and non-motorized wheelchairs) may also use the streets and driveways with caution.

LANDSCAPE AREAS: Owners/Residents, guests/visitors, invitees, and contractors **may not** remove, replace, and trim items such as trees, bushes, plants, and grass/turf located in the Common Elements. Owners/Residents, guests/visitors, invitees, and their contractors **may not interfere** with the maintenance and management of the Common Elements by the GRCA staff.

Pedestrians walking and using personal assistive mobility devices **may use** the landscape areas. Landscape areas are not intended for use by motorized and non-motorized vehicles including (but not limited to) golf carts, bikes, motorcycles, skateboards, ATVs, trucks, and automobiles. Motorized and non-motorized vehicles **may not drive over or park on any portion** of the landscaping or sidewalks (Common Elements) within 8989 Gainey Center Drive Condominium community and are restricted to using the streets and driveways. **Exceptions** include GRCA Maintenance staff and GRCA contractors who may use motorized and non-motorized vehicles landscaping equipment for management and maintenance of the Common Elements (including landscape areas, streets, driveways, and sidewalks).

EXTERIOR BUILDING AND GROUND LIGHTING: Owners/Residents, guests/visitors and invitees **may not** remove, deface, or damage building, and ground lighting placed on and adjacent to the Common Elements of 8989 Gainey Center Drive Condominium by the Association and the Master Association.

VEHICLE/PEDESTRIAN ENTRY KEYPADS AND CCTV CAMERAS: Owners/Residents, guests/visitors, and invitees **may not** remove, deface, or damage vehicle and pedestrian entry gate keypads, closed circuit TV (CCTV) cameras, and other Security equipment placed on and adjacent to the Common Elements of 8989 Gainey Center Drive Condominium by the Association and the Master Association.

GOLF COURSE LAKES: Fishing and/or swimming/wading in the lakes (private property) **is prohibited.**

SIGNS: Owners/Residents, guests/visitors and invitees **may not** remove, deface, or damage signs placed on and adjacent to the Common Elements of 8989 Gainey Center Drive Condominium by the Association and the Town Center Association. This includes, but is not limited to, the following:

- House and building identification numbers;
- Pool gate and Pool Safety signs;
- Visitor Parking Only signs;
- No Street Parking signs;
- No Golf Cart Access signs;
- Private Property, Residents Only signs;
- No Trespassing signs;
- No Fishing signs;
- Traffic and Speed limit signs;
- Pet station and signs; and
- Street identification signs.

In accordance with CC&Rs Article 4 Section 4, Homeowners are liable for any necessary maintenance or repairs to the Common Elements (including Association signs and CCTV) sustained through the willful or negligent act of an Owner and family members, tenants, guests, invitees, and licensee.

If there is a concern regarding the maintenance of the Common Elements, Owners/Residents should send an email to the 8989 Board at GRCA@gaineyranchca.com. It will be forwarded to the GRCA Maintenance Staff and the 8989 Board for consideration.

SECTION 4

Second Story Units Flooring Installation

(Adopted March 2014; Updated May 2022)

These rules apply only to the 200-numbered (upper-level) Units

No owner or occupant of second story, 200-numbered (upper-level) Units within the 8989 Association may install hardwood, tile, or similar flooring **in place of existing carpet with padding flooring** in the Unit without the installation of a noise deadening material approved by the 8989 Association Board of Directors and the GRCA Master Architectural Committee to ensure sound penetration does not disturb the 100-numbered (lower-level) Unit. Any such new installation must fit within the guidelines of “equal to or better” – that is, the sound deadening infrastructure must produce audible results equivalent to or better than the use of carpeting with padding.

Hardwood or tile flooring may be used – as was the case with original construction – in 200-numbered (upper-level) Unit entryway, stairs, a portion of the master bedroom, master bathroom, second bedroom, kitchen, and dining room without additional or upgraded noise deadening material **if these are the ONLY areas having hard flooring installed and if approved** by the 8989 Association Board of Directors and the Master Architectural Committee. These areas are above the garages of all three Units in the building and not directly over the living areas of the 100-numbered (lower-level) Units. However, if hard flooring is being installed throughout the 200-numbered Unit, the 8989 Board **requires** the upgraded noise deadening material be used throughout the **ENTIRE** second-level living areas of the 200-numbered Unit to ensure the Unit 100-numbered Units below are not impacted by noise. Most areas of the 200-numbered Unit, (large living room area, portion of the master bedroom, master closet, hallway, and utility/laundry room areas of the 200-numbered upper-level) Units are directly over the living areas of the 100-numbered Units below. The staircase and entryway may be omitted from this requirement. It should be noted, the 200-numbered Unit is better insulated from the noise of the garage doors opening and closing when using the noise deadening material throughout the 200-numbered Unit.

The type of noise deadening material used when installing tile, wood, laminate, plank, or similar flooring, must be approved by the GRCA Master Association and the 8989 Board of Directors.

The following are three MAC approved underlayment material to be used in the upper-level Units:

GenieMat RST (5mm minimum) - <http://pliteq.com/products/geniemat-rst.php>

ECORE QTscu (5mm minimum) – <http://www.qtsoundcontrol.com/QTscu>

Silent Walk Noise Suppressant - Sold by Big D Flooring and Supply (480.368.0023)

Contact the GRCA Architectural Coordinator for information and approval of other types of noise deadening materials.

Only carpet with padding may be used in 200-numbered (upper-level) Units unless the above conditions are met.

Grandfather Provision:

Any 200-numbered (upper-level) Unit that currently has hardwood, tile, or similar flooring in violation of this Rule as of the adoption date of this Rule will be grandfathered **provided** that no new or replacement installations of hardwood, tile, vinyl plank, laminate, or similar flooring is undertaken in a 200-numbered (upper-level) Unit as of the **ORIGINAL date of adoption of the rule (March 2014)**. Noise deadening material must be installed in accordance with paragraph 1, above, if replacing hardwood, tile, vinyl plank, laminate or other similar flooring material after the March 2014 **regardless** of whether the owner had previously installed hardwood, tile, or similar flooring in a portion or all of the 200-numbered Unit.

SECTION 5

Second Story Deck Maintenance Program

(Adopted October 2001; Updated August 2023)

Realizing the importance of maintaining all second story decks in a watertight condition, the 8989 Condominium Association has adopted a maintenance program covering the second story patio decks and balconies.

These walk decks generally have the standard waterproof membrane surface. In a few instances, a tile surface has been installed on top of the membrane surface.

Please note approval for the installation of Tile on membrane decks and balconies has been suspended by the Board. Tile decks that have been installed are not being properly maintained (as outlined below) by Owners to avoid leaks into the building structure and into lower level Units.

No alterations to, and/or addition of tile or other surface material (including, but not limited to, paint, glue, artificial grass coverings) may be placed on the balcony and deck membranes. An Architectural Application **must** be submitted to the 8989 Board and MAC for review and approval **before any alterations may be made** to the walk deck membrane. Installation of these types of items may damage or compromise the waterproofing of the membrane surface.

The following is the maintenance program that applies to any tile decks and all membrane decks:

A. **MEMBRANE DECKS (Decks without tile or any other added surface material)**

The GRCA maintenance staff will inspect each deck annually for breaks, tears, wear spots, rips or any conditions allowing water to migrate through the deck. Conditions of each deck will be noted and appropriately documented. Any standard membrane decks that require repairs or replacement of the waterproofing material will be scheduled for repair and the owner will be notified. The cost of such repairs and inspection will be the responsibility of the 8989 Condominium Association. However, the owner shall be responsible for the cost to repair if the damage was caused by the owner's negligence or such owner's family members, tenants, guests, or invitees. The owner is also responsible for the following good housekeeping practices which play a major role in preventing water penetration problems and failure of the walk deck membrane.

The following is a list of good housekeeping practices which should be performed on a routine basis by Unit Owners/Residents. Regular care of your deck and/or balcony will help maintain your Unit's walk deck membrane(s) in watertight condition, avoid damage, and extend the life of the surface(s):

1. Decks and balconies should be washed and cleaned using ONLY mild detergent and warm water (**do not scrub** the membrane surface using harsh brushes/materials and chemicals);
2. Windblown leaves, trash, and other debris. **must** be removed on a regular basis from deck and balcony surfaces to avoid staining;
3. Decks and balcony drains **must** be kept cleaned and free of debris and flushed on a regular basis (by Owners/Residents) to avoid leaks into Unit interiors and garages located below the deck and/or balcony;

4. **All** patio furniture, BBQs, space heaters, umbrellas, etc. **must** have rubber skids to prevent damage to and staining of the deck/balcony surface membrane;
5. **All** potted plants **must** be placed on wheeled dollies to easily move and prevent damage to and water staining of the membrane surface;
6. **All** potted plants, trees, BBQs, space heaters, umbrellas, furniture, and other decorative items, should be moved occasionally to prevent deck/balcony damage and unwanted indentation;
7. **Do not drag** items across the membrane surface of the deck/balcony. Use a dolly to move/remove any heavy items; and
8. **Do not place heavy items** (such as household appliances) on the Unit deck and/or balcony when remodeling since these items damage and cause unwanted tears, indentations, and staining to the membrane surface.

B. TILE DECKS (Includes decorative materials)

At six (6) month intervals, the Gainey Ranch Community Association (GRCA) maintenance staff will inspect each deck for cracked, broken or loose tile and grout or any conditions allowing water to migrate through the deck. Conditions of the decks will be noted and appropriately documented, and a copy of the inspection report will be mailed to each owner. The Association will put the affected owner on notice regarding any maintenance requirements and make immediate arrangements to have the appropriate repairs or replacements made. The work will be performed by a competent licensed contractor and each Homeowner will be invoiced at the GRCA's cost including the cost of the inspection.

It is important each Homeowner of a tile deck/balcony perform certain maintenance on a strict routine basis to prevent water penetration and failure of the deck. The following maintenance activity is intended to mitigate each tile deck/balcony's owner's exposure arising from his or her responsibility for any damage to the deck caused by water migrating through the tile surface:

1. Cracked loose or broken tile must be removed, the membrane surface checked for any penetration or pin holing and lastly reset the tile in a waterproof bed and mortar system, no broken or cracked tile can remain as part of the deck after repairs.
2. Since grout is a porous material, it must be sealed periodically on an as-needed basis, with a water-resistant solution. There are several commercial products available for this process, which can easily be applied with a brush, like paint.
3. Cracked, loose, and porous grout must be repaired or replaced with a moisture resistant variety. The waterproof membrane should be checked for penetration or pin holing, repaired prior to repairing or replacing tile and/or grout and sealed with a water-resistant solution.
4. The perimeter edges of the tile deck floor where the surface interfaces with the stucco wall should be caulked on a regular basis with a HIGH-GRADE urethane elastomer caulk.
5. Wind-blown leaves, trash, etc., must be removed and the deck swept and cleaned on a regular basis.
6. The drains must be cleaned, free of debris always and flushed on a regular basis.
7. Potted plants, trees, etc., should be moved occasionally to prevent eventual deck damage. A raised dolly may be required to move and large pots.

SECTION 6

Garage Door Repair and Replacement

(Adopted October 2015; Updated October 2020)

In accordance with the 8989 Governing documents, the maintenance of unit garage doors in the 8989 community is the responsibility of the 8989 Homeowners Association (HOA) which includes: (1) painting and maintaining the exterior of the door, and (2) repairing and replacing the surface, exterior garage door panel(s) where needed (excluding interior panel insulation).

The cost of the garage door repair/replacement shall be the unit Owner's responsibility if it is determined the repair or replacement of the unit's garage door is necessary because of negligence, willful neglect, or damage by the unit Owner(s), their guests, renters, contractors, or other visitors.

Individual unit Owners, and not the HOA, are solely responsible for maintaining and, when necessary, repairing and/or replacing garage door openers, springs, wheels, locks, tracks, lights, cables, interior panel insulation, door frame, and all other parts relating to the structure and operation of the garage door.

If a Homeowner believes their garage door needs repair or replacement, they should contact the 8989 Board to request an inspection by the GRCA staff. The GRCA staff shall provide a recommendation to the Board, including the cause of, and reason for the needed repair or replacement. The Board will determine the appropriate action in accordance with the following:

- *If the Board determines that exterior door repair or replacement is needed and is the HOA's responsibility, the GRCA staff will arrange for the work to be done by the contractor of GRCA's choice;*

OR

- *If the Board determines the exterior garage door repair or replacement is not the HOA's responsibility, but the Homeowner still wants the repair or replacement to be completed, the homeowner may proceed with that work subject to advance approval of plans and specifications by appropriate GRCA staff.*

The replacement door shall be the same in appearance and identical to the **1st United Door Technologies Door Model "RAWHIDE"**. The door must be painted the Board approved garage door color and paint quality (*see 8989 Standards & Rules*).

The exterior of the garage door is embossed with a woodgrain textured finish accented by a vintage raised panel design. The garage door must be constructed of steel sections. The door panels are approximately 19" in width (oblong) and 14" in height with no beveling or lip additions and with equal eight (8) panels across and four (4) panel vertically (without windows). The cost of insulating the garage door panels is at the expense of the unit Owner(s).

GARAGE DOOR STANDARD



SECTION 7

Front Door Repair and Replacement

(Adopted April 2021)

Individual unit Owners, and not the HOA, are solely responsible for maintaining and, when necessary, repairing and/or replacing the unit's front entry door, including such door system components as door frame, jambs, weather stripping, thresholds, tracks, screens (where applicable) and hardware. This includes painting, repair and replacement, and interior and exterior cleaning of the door. The Association's responsibility with respect to this element is limited to exterior caulking.

The cost of the front door repair/replacement shall be the unit Owner's responsibility unless it is determined that the damage is caused by GRCA maintenance staff.

The standard for the front entry door shall be the similar in appearance to the existing in-swing 10-panel single door design, or existing 8-panel door design (depending on the Unit) as shown in the photos on following pages. Each of the door panels measure 9.5" wide by 13" high. The panel design is similar to the unit's garage door. The outside door molding should be smooth and exactly 1.5" wide (similar in appearance to that shown in the photo below). The front door should be made of either smooth fiberglass with polyurethane core or smooth metal with polystyrene core. Other materials may be considered and approved by the 8989 Board.

An Architectural Request Application **MUST** be submitted for review and approval by the 8989 Board and MAC before a unit's front door is replaced.

The door **MUST** be painted the Board approved front door color and paint quality (see *8989 Standards & Rules*).

Front Door Molding



10-Panel Front Door



8-Panel Front Door



SECTION 8

Front Door Exterior Lockset and Handle

(Adopted June 2019)

Maintenance, replacement, and installation of Unit front door exterior lockset/handle (including knobs, handles, deadbolts, and keys) are the responsibility of each individual homeowner. The 8989 Homeowners Association has, since the community was founded, established standards providing homeowners a variety of approved choices for front door hardware while maintaining consistency in overall appearance.

The 8989 Board is establishing a standard for front door exterior lockset/handle which includes a variety of choices in approved style and finishes, tying the selection to brands available online, and through various home improvement outlets (such as Home Depot, Lowes) and other chain hardware store (such as True Value, Ace).

Effective June 2019, front door exterior locksets/handles:

MUST be any one of the fourteen (14) Kwikset lock/handle (or similar in appearance) models and styles listed on the following page. These models and styles are among those that can be found online at www.kwikset.com/products/categories/handlesets.aspx (note that some other models and styles on that web page are **NOT** approved for Use at 8989).

AND

MUST be in the following finishes (or similar): Polished Brass, Antique Brass, Satin Nickel, Antique Nickel, Polished Chrome, and Satin Chrome.

The following finishes are **NOT** approved for use at 8989: Venetian/Oiled Bronze, Brown, Matte Black, and Iron Black/Black.

Front door exterior lockset/handles which conform in every way to this standard may be installed without the need for review and approval by the Board.

Front door exterior lockset/handles which **DO NOT** conform in every way to this standard **MUST** be reviewed and approved by the 8989 Board.

SECTION 8

Approved Locksets/Handles

(Adopted June 2019)

KWIKSET SIGNATURE SERIES ONLY

www.kwikset.com/products/categories/handlesets.aspx

Approved Locksets/Handles:

- AMADOR
- ARLINGTON
- ASHFIELD
- AUSTIN
- AVALON
- BELLEVIEW
- CAMINO
- CHELSEA
- DAKOTA
- HAWTHORNE
- MONTARA
- SAN CLEMENTE
- SHELBURNE
- TAVARIS

Approved Finishes:

- POLISHED BRASS
- ANTIQUE BRASS
- SATIN NICKEL
- ANTIQUE NICKEL POLISHED CHROME
- SATIN CHROME

Unapproved Finishes:

- VENETIAN BRONZE
- OILED BRONZE
- BROWN
- IRON BLACK
- MATTE BLACK

SECTION 9

Front Door Exterior Electronic Lock

(Adopted June 2019)

Maintenance, replacement, and installation of the Unit front door exterior electronic lock is the responsibility of each individual homeowner (including deadbolts and keys). The 8989 Homeowners Association has, since the community was founded, established standards allowing homeowners a variety of approved choices for front door hardware while maintaining consistency in overall appearance.

The 8989 Board is establishing a standard for the front door exterior electronic lock which includes a variety of choices in approved style and finishes, tying the selection to brands available online and through various home improvement outlets (such as Home Depot, Lowes) and other chain hardware store (such as True Value, Ace).

Effective June 19, 2019, front door exterior electronic locks:

MUST be any one of the twenty-one (21) Kwikset SmartCode electronic locks (or remarkably similar in appearance) models and styles pictured on the following pages. The approved models and styles are among those that can be found online at www.kwikset.com/products/categories/electronics-locks.apsx (note that other models and styles on that web page are **NOT** approved for 8989).

AND

MUST be in the following finishes (or similar): Polished Brass, Antique Brass, Satin Nickel, Antique Nickel, Polished Chrome, and Satin Chrome.

The following finishes are **NOT** approved for use at 8989: Venetian/Oiled Bronze, Brown, Matte Black, and Iron Black/Black.

Front door exterior electronic locks which conform in every way to this standard may be installed without the need for review and approval by the Board.

Front door exterior electronic locks which **DO NOT** conform in every way to this standard **MUST** be reviewed and approved by the Board.

SECTION 9

Approved Electronic Locks

(Adopted June 2019)

KWIKSET ONLY

www.kwikset.com/products/categories/electronics-locks.aspx

Approved Electronic Locks (Keyless and Smart Locks):

AURA SMART DEADBOLT

KEVO CONTEMPORARY TOUCH-TO-OPEN SMART LOCK, 2nd Gen

KEVO-TOUCH-TO-OPEN SMART LOCK, 1st Gen & 2nd Gen

TRADITIONAL DEADBOLT W/HOME CONNECT, 1st Gen & 2nd Gen

CONTEMPORARY DEADBOLT W/HOME CONNECT, 1st Gen & 2nd Gen

264 CONTEMPORARY DEADBOLT

264 TRADITIONAL DEADBOLT

SMART CODE 888 DEADBOLT

SMARTCODE 909 TRADITIONAL DEADBOLT

SMARTCODE 909 CONTEMPORARY DEADBOLT

SMARTCODE 910 TRADITIONAL DEADBOLT W/HOME CONNECT

SMARTCODE 910 CONTEMPORARY DEADBOLT W/HOME CONNECT

SMARTCODE 913 TRADITIONAL DEADBOLT

SMARTCODE 913 CONTEMPORARY DEADBOLT

SMARTCODE 914 DEADBOLT W/HOME CONNECT

SMARTCODE 914 DEADBOLT AMAZON KEY EDITION

SMARTCODE 914 CONTEMPORARY DEADBOLT

SMARTCODE 916 TRADITIONAL DEADBOLT W/HOME CONNECT

SMARTCODE 916 CONTEMPORARY DEADBOLT W/HOME CONNECT

POWERBOLT 2

HALO TOUCHSCREEN WI-FI ENABLED

SECTION 10

Security and Screen Doors

(Adopted July 1997; Updated August 2023)

According to the governing documents of the 8989 Gainey Ranch Community Association under Article IV, Section 2(a), Architectural Control, all exterior changes, or additions must be approved by the 8989 Board and the Master Association Committee (MAC) prior to installation or modification.

To simplify the process, the Master and the 8989 Architectural Committees have established a Patio Gate Standard for the 8989 Gainey Center Drive community. Any homeowner wanting to install a Patio Gate must submit an Architectural Request Application to ensure their installation follows the Standard.

Security and screen doors require 8989 Association Board and MAC review and approvals **PRIOR** to installation. Homeowners must submit an Architectural Committee Application for review and approval. Any request for deviation from the Standards requires the processing fee for Architectural review and approval. Unapproved and non-compliant sun control devices are subject to removal and fine.

As of May 2023, the standard security and screen door designs for a Unit's front door (new or replacement) are the TALISEN, MATRIX, and the FULL VIEW WITHOUT THE BARS (Designs shown on page 3 through 5. These designs were approved by the 8989 Board based on requests from Homeowners to update and modernize the security and screen doors designs for the Community. The door new security screen door designs (with or without bars) better complement the Condominium railings, fences and exterior building lights and update the exterior appearance of the buildings and front doors. They replace both the Plain Bar and Santa Fe designs adopted in July 1997. The newly approved designs are available from Steel Advantage (602-710-2913) and other security door and gate manufacturers. Retractable screen doors (of any kind) are **not** permitted for installation on Unit front doors.

As of May 31, 2023, both the Plain Bar and Santa Fe One security door designs (shown on pages 5 and 6) currently installed on front doors are no longer the Community's standard. All Plain Bar and Santa Fe One security door designs currently installed by Homeowners on their Unit's front door will be grandfathered in. These security screen door designs do not require removal or replacement to comply with the May 2023 Security and Screen Door Standards adopted by the 8989 Board unless they are in disrepair or are being voluntarily replaced by the Homeowner.

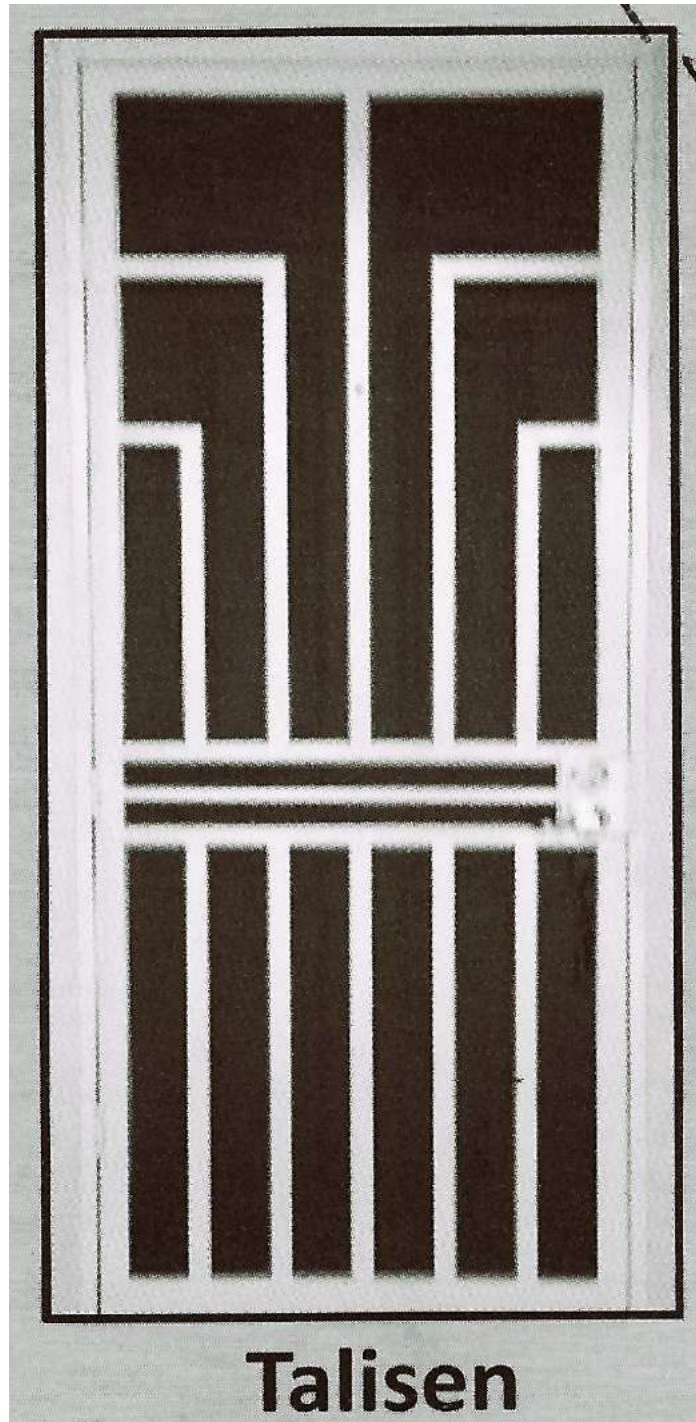
The following specifications are the standard for security and screen door installations.

SECURITY and SCREEN DOORS (with and/or without bars; with screen and/or clear glass)

1. The door frame material **must** be 1"x 2" heavy gauge **steel** (not wrought iron, aluminum, or other material) and be flush mounted. The color of the frame must match the entry door (See the 8989 Standards and Rules) or be an exceptionally close match.
2. The installed **SECURITY AND SCREEN DOOR** must be one of the two approved security doors with bars designs. It may include clear glass as an option. Approved door designs are shown on page 3 & 4 (TALISEN & MATRIX in steel only).
3. The installed SCREEN and/or GLASS door (without bars) as shown on page 5, may include either screen (stainless steel security mesh OR regular mesh screen) OR clear glass (full safety or acrylic) OR both screen (stainless steel security mesh or regular mesh screen) and clear glass (full safety or acrylic), depending on the Homeowner's preference. The approved screen and/or clear glass design is shown on page 5 (FULL VIEW WITHOUT THE BARS in steel only).
4. The screen material (either stainless steel or regular mesh) **must** be DARK BRONZE in color.
5. The optional glass (either full safety or acrylic) material **must** be clear (not frosted, tinted, colored, or reflective).
6. The hardware **must** match the color and metal of the operating lever handles and lock installed on the Unit's front door and bolts must complement the existing hardware. See 8989 Standards & Rules Sections 9 and 10 for the approved front door hardware and locks styles.
7. The installation must be accomplished in good workmanlike manner and in compliance with standard building practices.

NOTE: RETRACTABLE SCREEN DOORS (of any kind) are NOT PERMITTED for installation on Unit front doors.

SAMPLE PHOTO
APPROVED SECURITY AND SCREEN DOOR DESIGN #1
TALISEN (WITHOUT CENTER BARS)
IN STEEL ONLY



SAMPLE PHOTO
APPROVED SECURITY AND SCREEN DOOR DESIGN #2
MATRIX (WITHOUT CENTER DESIGN)
IN STEEL ONLY

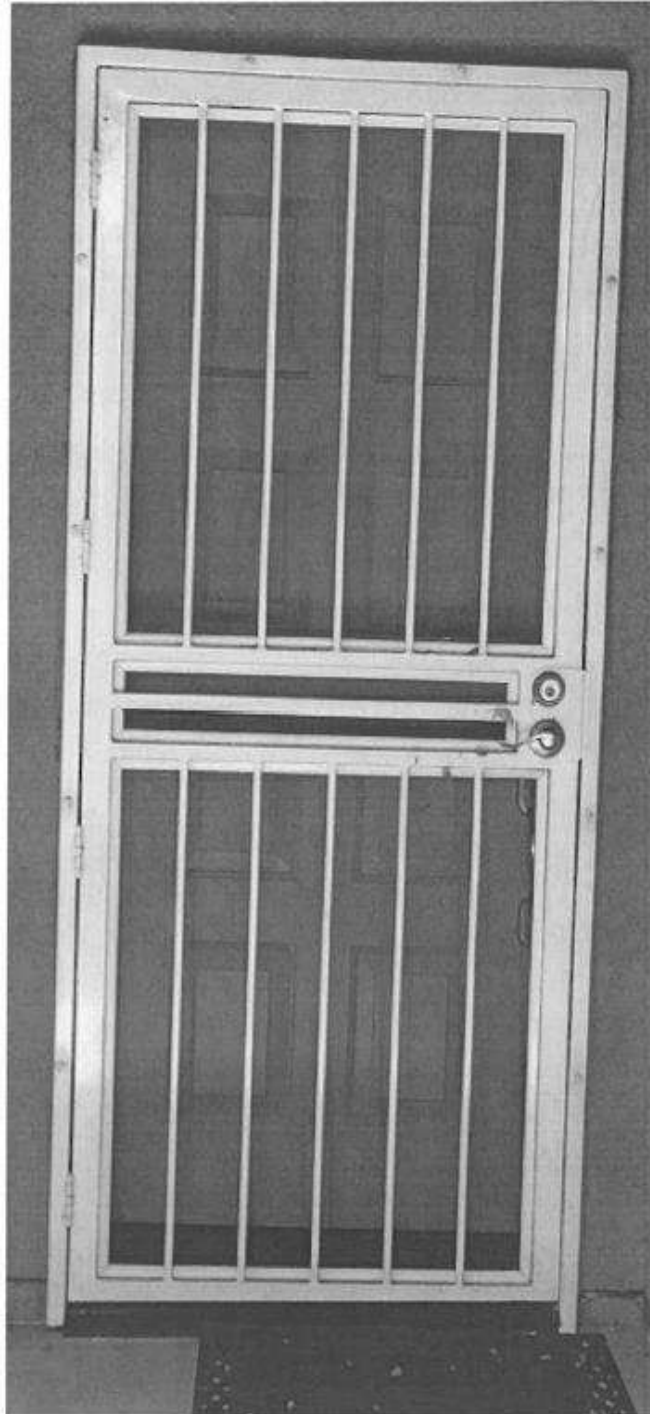


SAMPLE PHOTO
APPROVED SECURITY AND SCREEN DOOR DESIGN #3
FULL VIEW (WITHOUT BARS DESIGN)
IN STEEL ONLY(with screen and glass; with screen or glass only)



SAMPLE PHOTO
SECURITY AND SCREEN DOOR DESIGN #4
BARS IN CENTER (PLAIN BAR)

(NO LONGER THE STANDARD DESIGN APPROVED FOR INSTALLATION)



SAMPLE PHOTO
SECURITY AND SCREEN DOOR DESIGN #5
SCROLL DESIGN IN CENTER (SANTA FE ONE)

(NO LONGER THE STANDARD DESIGN APPROVED FOR INSTALLATION)



SECTION 10.1

EXTERIOR FRONT DOOR VIDEO DOORBELL & SECURITY CAMERAS

(Adopted April 30, 2024)

Unit owners may choose to use exterior security cameras for several reasons, including identifying visitors, deterring burglaries by break-ins, and ensuring the security of delivered packages. This may involve the use of “doorbell” cameras (for example, Google Nest and Ring, SimpliSafe) and other security camera brands.

The 8989 Board recognizes the importance of “Privacy”, and stresses a Unit Owner’s security and video doorbell cameras must be installed and used in a manner that considers and respects the privacy of residents and neighbors. The installation of exterior video doorbells and security cameras raises concerns about the extent to which residents can observe and record activities in Common Elements while preserving the privacy of neighbors.

Living in a condominium involves shared spaces, which creates a fine line between communal living and individual privacy. The expectation of privacy on the Condominium’s Common Elements exists on a sliding scale and depends on size of the building, proximity of buildings and Units to one another, accessibility of the area by the public, access control, etc. Residents have a “reasonable expectation of privacy” on the Condominium’s Common and Limited Common Elements. However, because 8989 Condominium Units’ exterior patios and front doors (considered limited common areas) face publicly accessible common areas, there is a lower expectation of privacy.

The 8989 Board recognizes Owners’ concerns regarding the potential for burglaries, and the desire to deter break-ins and theft by using exterior security and video doorbell cameras in addition to other security monitoring systems available within the Unit.

The 8989 Board considered the following for establishing the Exterior Security and Video Camera Standards & Rules to prevent issues:

- Reasonably preserve the privacy of residents and neighbors by limiting the placement and viewing range of front door video doorbells and exterior security cameras.
- Protect the appearance of the Condominium’s Common Elements since the installation of items on the building exterior (Common Elements) constitutes an addition, alteration, or improvement to the Common Elements and requires prior Board and MAC approval (in accordance with the CC&Rs).

If an Owner/Resident thinks a neighbor's camera has been installed and operated in a way that captures footage beyond their property, they should speak with Mike Anderson, who will speak with the neighbor providing them an opportunity to correct the issue. If the issue is not sufficiently addressed to the satisfaction of the complainant, they should have Mike Anderson, GRCA Director of Security, contact Sheryl Wissmann, GRCA Architectural Coordinator and the 8989 Board of Directors for further consideration and resolution.

The 8989 Board **will require the removal any offending security camera(s) and front door video doorbell** if it has been determined it violated a resident's privacy by capturing audio recordings, or video footage and views inside neighboring units, and does not comply with the Board's established Standards Section 10.1.

The 8989 Board has incorporated the following (based on guidelines used by other Condominium and Townhouse Associations) to allow for the installation and use of exterior security cameras and front door video doorbells **only** in a Unit's limited common areas Back patios and decks, to ensure the privacy of residents and neighbors is respected. **The installation and use of security video light bulbs and light fixtures on any other portion of a building's exterior (considered Common Elements) is not approved. Exterior security video cameras (other than a front door video doorbell camera) are not approved for installation on the front areas of the Unit (including front door entryway area) and building.** The 8989 Board wants to limit the potential negative impact on the privacy of residents, neighbors, and people walking near Units.

Owners **must** submit an Architectural Application (the \$45.00 application fee is waived) for review and approval by the 8989 Board and MAC **before** installing any security camera(s) (video doorbell or other) and provide the following information to comply with the approved Standards & Rules:

- Ensure the Security and Video Doorbell camera(s) are installed and operated in a way that **does not** capture footage or sound beyond the boundaries of your property (including back patio and front entrance);
- Security Cameras and Video Doorbells **do not** point towards the windows and patios/decks, or any other restricted areas of their neighbors that hinders their privacy;
- Positioning of the security cameras **must only** monitor activity in the **rear** of the Unit (i.e., the lake area and grassy areas directly behind the Unit);
- Locate and operate the video security camera and doorbell (s) in a way that respects the privacy of others and consider alternatives, such as minimizing the amount of footage being captured and restricting the camera's field-of-view;

- Maximum number of exterior security cameras installed is limited to no more than two (2);
- Maximum number of front door video doorbell camera installed is limited to no more than one(1);
- The front door Video Doorbell (Ring, Nest, SimpliSafe or other brand) should be installed as a **replacement** for the hard-wired doorbell/intercom;
- Size of the exterior security cameras **must be** small (not to exceed 3.0 inches by 3.0 inches by 2.0 inches);
- Camera mounts **must** be small, hidden and not easily visible to the naked eye;
- Color of the exterior security cameras **must** be either dark brown or bronze, black, beige, or cream (not any other contrasting color such as orange, red, yellow, blue, green, etc.). Black and white are not preferable if other colors are available;
- Security video camera **may not** record audio;
- Security cameras **must use** infrared technology and **may not use** lights to avoid disturbing the neighboring residents;
- Exterior lighting **may not** be added for the functionality of the security cameras to avoid disturbing the neighboring residents;
- Security lighting **may not** be added to the exterior of a Unit;
- Wiring **may not** be placed or visible on the exterior of the building; if wiring is used, any wiring **must** be placed on the interior Unit walls Video doorbell and security cameras);
- Solar panels are not allowed for powering the security camera(s);
- Exterior security cameras **must be** installed only at the outside top vertical corner of lower patio windows, facing downwards to monitor only the activity on the Unit's lower back patio (as shown in the sample diagrams). Line of view must be submitted with the Architectural Application;
- Exterior security cameras **may not** be installed on the upper rear balcony, in Unit windows, in front door entrances and other building exterior areas (including side and front areas);
- Security and front door video doorbell cameras **may only notify** Unit Owner when movement or activity occurs within thirty (30) feet of the Unit's back area;
- Any damage and repairs to the exterior of the building structure and stucco as a result of the security cameras' installation and removal are the responsibility of the Unit Owner;
- Building repairs **must** match existing stucco texture and paint color;
- Unit Owner must properly maintain exterior security cameras (including front door video doorbell); and
- Maintenance of the exterior security cameras (including front door video doorbell) is the sole responsibility of the Unit Owner and not the GRCA or 8989 Association.

SECTION 11

Patio Gate

(Adopted September 2004; Updated April 2022)

According to the governing documents of the 8989 Gainey Ranch Community Association under Article IV, Section 2(a), Architectural Control, all exterior changes or additions must be approved prior to installation or modification.

To simplify the process, the Master and the Satellite Architectural Committees have established a Patio Gate Standard for the 8989 Gainey Center Drive community. Any homeowner wanting to install a Patio Gate must submit an Architectural Request Application to ensure their installation follows the Standard.

Patio gates require 8989 Association Board and Master Architectural Committee review and approvals **PRIOR** to installation. Homeowners must submit an Architectural Committee Application for review and approval. Any request for deviation from the Standards requires the processing fee for Architectural review and approval. Unapproved and non-compliant sun control devices are subject to removal and fine.

All patio gates attached to the Unit's building exterior are considered **permanent fixtures** and shall not be removed without approval of the 8989 Association Board and Gainey Ranch Community Association MAC.

The Architectural Application is available on the Gainey Ranch Community Association Website and from the Gainey Ranch Community Association Office. Additional information regarding the submittal/approval of patio gates may be obtained from GRCA Architectural Coordinator.

Patio gates **MUST** be maintained in good working condition and appearance. Maintenance (cleaning, repair/replacement) of a patio gate is the sole responsibility of that Unit's homeowner. Neither the 8989 Association nor the Gainey Ranch Community Association have any responsibility with respect to this item. The replacement/ and/or repair of damaged patio gates should be accomplished as soon as possible and within 30 days from the date of receiving written notice.

Specifications for the Patio Gate installation is as follows:

1. All patio gates must comply with either of the two approved designs (see photos)
2. All patio gates must be made completely of metal with a self-latching style lock;
3. The top of all patio gates must be straight across (not rounded or with any other design) and must match the height of the patio wall (no shorter and no higher);
4. Metal bars must be vertical as in Photo #1, or the same as the bar design in Photo #2. The bars must be the same as, or like the width and weight of the present railings within the 8989 common areas; and
5. The complete gate must be painted the approved 8989 railing color and exterior paint quality (see *8988 Standards & Rules Section 2*) or be a remarkably close match.

PATIO GATE #1



PATIO GATE #2



SECTION 12

Sun Control Devices & Windows

(Awnings, Umbrellas, Screens, Windows, Window Coverings)

(Adopted May 2011; Updated April 2024)

According to the governing documents of the 8989 Gainey Ranch Community Association under Article IV, Section 2(a), Architectural Control, all exterior changes, or additions must be approved prior to installation or modification. The Master and the Satellite Architectural Committees have established Sun Control Devices Standards for the 8989 Gainey Center Drive Community.

Sun control devices (including awnings, window sunscreen, rolling shutters, umbrellas, and glass treatments) require 8989 Association Board and Master Architectural Committee review and approvals **prior** to installation. Homeowners **must submit** an Architectural Committee Application for review and approval. Any request for deviation from the Standards requires the processing fee for Architectural review and approval. Unapproved and non-compliant sun control devices are subject to removal and fine.

The Architectural Application is available on the Gainey Ranch Community Association Website and from the Gainey Ranch Community Association Office. Additional information regarding the submittal/approval of sun control devices may be obtained from GRCA Architectural Coordinator.

All awnings, sunscreens, and rolling shutters attached to the Unit's building exterior are considered **permanent fixtures** and may not be removed without approval of the 8989 Association Board and Gainey Ranch Community Association MAC. **NOTE:** Awnings considered STANDARD as part of the original building specifications **may not be removed** (see Awnings section for specific Unit styles).

Maintenance (cleaning, repair, and replacement) of all sun control devices is the sole responsibility of that Unit's homeowner. Neither the 8989 Association nor the Gainey Ranch Community Association have any responsibility with respect to these items. All sun control devices must be kept in good condition and appearance. The replacement/repair of damaged, torn, or faded sun control devices should be accomplished as soon as possible and within 30 days from the date of receiving written notice for non-compliance.

AWNINGS - The placement and installation of **ALL** Awnings are reviewed and approved on an individual basis.

Fixed Awnings:

- Must be in the shape of the window on which it is being installed;
- Valances must be straight (not scalloped) at the bottom;
- **No** hanging panels or screens may be placed in the middle, on the sides, or on the front of the awnings;
- Fabric edge binding **MUST** match the awning color;
- Approved Awning Color, Fabric, Pattern and Grain is listed in *Section 2 of the 8989 Standards & Rules*; and
- Must be constructed of the approved fabric stretched and wrapped over a black painted metal frame.

NOTE: There are TWO Condominium Unit layouts that were built with TWO FIXED awnings installed by the Builder and considered Standard and may never be removed:

200 Numbered Units situated over three garages – The Awning over the front Kitchen window and the Awning over the side Livingroom window next to the Chimney;

100 Numbered Unit with minimum 2 bedrooms and bathrooms upstairs – The Awning over the back Master Bathroom window and the Awning over the side Interior Staircase window (stairs lead to the upper level).

The other 100 numbered Units with the upstairs Loft and bathroom – No Awnings as Standard.

Retractable Awnings: The placement and installation of **all** Retractable awnings will be approved **ONLY** for restricted locations based upon architectural compatibility as determined by the 8989 Association Board and GRCA Master Architectural Committee (MAC):

- **Must** be in the shape of the window on which it is installed;
- Valances **must** be straight (not scalloped) at the bottom;
- **No** hanging panels or screens may be placed in the middle, on the sides, or on the front of the awning;
- Fabric edge binding **must** match the awning color;
- Approved Awning Color, Fabric, Pattern and Grain is listed in *Section 2 of the 8989 Standards & Rules*;
- Protective metal hoods and metal frames **must** be Beige or remarkably similar to the color/finish of the building's painted exterior stucco as listed in *Section 2 of the 8989 Standards & Rules*; and
- No conduit or junction boxes may be visibly exposed on the building exterior and **must** be painted to match the color/finish of the building's exterior stucco (see *Section 2 of the 8989 Standards & Rules*).

WINDOW INSECT SCREEN & SUNSCREENS - The placement and installation of **ALL** Window Insect Screen and Sunscreens are reviewed and approved on an individual basis.

Insect Screens:

- May be placed on all Unit windows;
- Frame and hardware **must** be constructed of **Dark Bronze** anodized metal to match the exterior window frame; and
- Approved Screen color is **Dark Bronze** (NOT Black, Green, Brown, or Tan or other contrasting color).

Fixed Window Solar Sunscreens:

- May be placed on all Unit windows;
- Frame and hardware **must** be constructed of anodized metal to match the exterior window frame; and
- Approved Screen color is **Dark Bronze** (NOT Black, Green, Brown, or Tan or other contrasting color).

Retractable Window Screens:

- **Allowed ONLY on the Unit's REAR elevation** (windows to be specifically approved by the Board);
- **Must** be track-mounted flush against the building within ½" of the window frame;
- Approved Frame color **must** be Beige or remarkably similar to the color/finish of the building's painted exterior stucco as listed in *Section 2 of the 8989 Standards & Rules*;
- Approved Screen color is **Dark Bronze** (NOT Black, Brown, or Tan);
- All hardware **must** be concealed in a protective box, Beige in color or remarkably similar to the color/finish of the building's painted exterior stucco as listed in *Section 2 of the 8989 Standards & Rules*; and
- No conduit or junction box may be visibly exposed on the building exterior and **must** be painted to match the color/finish of the building's exterior stucco (see *Section 2 of the 8989 Standards & Rules*).

RETRACTABLE ROLLING SHUTTERS - The placement and installation of **ALL** Retractable Rolling Shutters will be approved **ONLY for restricted locations** (windows specifically approved by the Board) based upon architectural compatibility as determined by the 8989 Association Board and GRCA Master Architectural Committee (MAC). .

- **Must** be track-mounted flush against the building within ½" of the window frame;
- **Must** be constructed of pre-painted (baked enamel) slats;
- Approved Slat materials are either Double-walled Vinyl, PVC Vinyl or Aluminum;
- Approved shutter color is Beige or remarkably similar to the color/finish of the building's painted exterior stucco as listed in *Section 2 of the 8989 Standards & Rules*;
- Slats and hardware **must** be concealed in a protective box installed directly above the window or door and **must** be painted to match the building's painted exterior stucco as listed in *Section 2 of the 8989 Standards & Rule*); and
- No conduit or junction box may be visibly exposed on the building exterior and **must** be painted to match the color/finish of the building's exterior stucco (See *Section 2 of the 8989 Standards & Rules*).

UMBRELLAS – **ALL** Umbrella colors are subject to review and approval by the 8989 Association Board and GRCA Master Architectural Committee.

- **Allowed:** Solid color umbrellas that display earth tones such as beige, tan, taupe-beige, sand, and shades of brown, or closely match the approved building awning color or the stucco color as listed in *Section 2 of the 8989 Standards & Rules*;
- **Not allowed:** Fabric which displays graphics of any kind, including logos, lettering, advertisements, designs, stripes, etc.;
- **Not allowed:** Fabric colors which are contrasting (e.g., all and any shades of red, blue, yellow, orange, green, purple, pink, maroon, grey, black, white, etc.) to the approved 8989 building stucco and awning colors listed in *Section 2 of the 8989 Standards & Rules*; and
- **Not allowed:** Fabric that involves contrasting multi-colors.

INTERIOR/EXTERIOR WINDOWS & GLASS TREATMENTS – The placement and installation of **ALL** Glass, and any style of Window (including frames and horizontal sliding patio doors) and **any type** of Window Treatments (such as drapes, blinds, shutters, screens, etc.) are subject to review and approval by the 8989 Association Board and GRCA Master Architectural Committee.

Rear Patio Horizontal Sliding Patio Glass doors ONLY: The Board has approved TWO (2) alternative window styles/treatments for patio glass doors located **only** on the REAR of Units. See Units 202 and 126 for an example of folding patio doors, and Unit 223 for an example of enlarged sliders on rear patio.

These alternative patio window styles/treatments require the removal of the center wall separating two horizontal sliding patio doors. An Engineering Report showing the correct placement of the building wall stabilizing bar must be submitted with the MAC Architectural Application (including the \$45 fee) for approval.

All other window and frame styles (including horizontal sliding glass doors) on the front and back of Units **must remain similar** to existing standards to maintain the original overall appearance of the Condominium structures throughout the Community for architectural compatibility.

Approved Exterior Window frame color is Dark Bronze (NOT Black, Brown, or Tan or other contrasting color).

Stained/Colored Glass: The installation of any type of stained or colored glass on the inside and outside of all exterior windows is **not allowed**. **CLEAR (no color) frosted or stained glass is allowed**. Please submit an Architectural Application for approval by the Board.

Interior Window Treatments (drapes, blinds, shutters, screens, etc.): The color of the window treatment facing outwards towards the street **must** be cream or white (no contrasting color).

Tinted and Reflective Glass, and Reflective Film: The installation of any type of frosted, tinted, non-tinted, and reflective glass, and reflective and non-reflective material/film on the inside and/or outside of all exterior windows is **not allowed**. This includes, but is not limited to, reflective screens, glass, mirrors, aluminum foil, film or other similar items. Overtime the film coverings crack and bubble and become an eyesore. Any window film previously installed on Unit windows will be removed when sold to meet new standards.

Low-E and insulated double pane glass is acceptable for installation as window replacements as long as the glass is lightly reflective and with lightly green hue. Low-E window panes with **ONLY LIGHT** greening hue is approved for use (equivalent to LoE 366 glass), or window panes with an energy coating barely noticeable green tint when compared to clear glass (equivalent to LoE 270/272 glass). Low E window panes with dark green hue or blue hue (equivalent to LoE 340 and 452 glass) is **NOT** approved for use at 8989.

No windows shall be covered by paint, foil, sheets, furniture, cardboard, or other similar items (interior or exterior).

ALL UNAPPROVED SUN CONTROL DEVICES, WINDOWS (including panes and frames), and INTERIOR WINDOW TREATMENTS not in compliance with the established 8989 Standards, are subject to removal by the Board with the cost for removal paid by the Owner. A Fine (Special Assessment) may be imposed.

SAMPLE - 200 NUMBERED UNITS – FIXED FRONT DOOR AWNING



SAMPLE - FIXED WINDOWS AWNINGS



**SAMPLE - RETRACTABLE AWNINGS
EXTENDED AND CLOSED**



SAMPLE - RETRACTABLE WINDOW SUNSCREENS



SECTION 13

Heat Pump/Air Conditioner Enclosure

(Adopted February 2021)

The enclosure which houses the exterior equipment components of a Unit's heat pump/air conditioner is designated as a Limited Common Element because it is appurtenant to and for the exclusive use of designated Unit owners. The CC&Rs state that each homeowner is responsible for maintaining in good order and repair, and in a clean and sanitary condition, all exclusive Limited Common Elements.

Homeowners are responsible for the maintenance of their Unit's heat pump/air conditioner and other electrical components within the air conditioner enclosure located on the exterior of the Condominium. The Association has no responsibility with respect to these elements (*See Maintenance Responsibilities in the 8989 Standards & Rules*).

The purpose of the enclosure is to obscure from view all mechanical equipment (i.e. heat pump/air conditioner units) to comply with the 8989 CC&Rs (Article 9.11) and the City of Scottsdale ordinance.

The 8989 Association does not restrict the type and size of the heat pump/air conditioner (A/C) unit installed by an Owner. Consequently, if the installed A/C unit is not completely obscured from view, it is the Owner's responsibility to adjust the size (height and/or width) of that enclosure to comply with the 8989 CC&Rs and City of Scottsdale ordinance.

Many newer heat pump/air conditioner units being installed by Owners are larger than the ones being replaced. This may cause air circulation problems within the enclosure, reducing the efficiency of the A/C unit. Consequently, it may be necessary to place vents in the enclosure walls. We recommend you consult your air conditioning contractor on this matter.

Any alterations made to the A/C enclosure must match the appearance of other enclosures located within the 8989 Community including building stucco texture and paint color (*see the 8989 Standards & Rules*). The placement, size and quantity of vents must be similar to those already installed in other A/C enclosures within the 8989 community.

Homeowners should submit an Architectural Application Form to 8989 Board and MAC for review and approval to ensure any enclosure adjustments being made comply with existing standards.

Please advise the GRCA Architectural Coordinator if a crane is needed when replacing your heat pump/air conditioner unit.

Contact the GRCA Architectural Coordinator at 480-951-0321 if you have any questions.

SECTION 14

Exterior Building Lighting and Fixtures

(Adopted February 2021; Updated April 2024)

Pursuant to the authority granted to the Board of Directors by the 8989 Condominium Declaration, the Board adopts the following Standard and Rule regarding exterior building lights.

In accordance with Sections 9.19 and 9.20 of the 8989 Covenants, Conditions and Restrictions (CC&Rs), the 8989 Board has established:

ONLY 60 watts incandescent, or LED 9 watt/800 lumens/2700K soft white light bulbs may be used in ALL building mounted exterior fixtures located in the Limited Common Elements and Common Elements.

This includes all light fixtures attached to the Condominium building exterior located on decks, patios, balconies, front doors, and garages of the Units.

ALL exterior lighting fixtures located on building exteriors and in the Common Elements landscape area (except those located in the Limited Common area lower-level back patio/terrace of the 100 numbered Units) are owned by the HOA and may not be removed or altered by Residents.

The use of bright white (higher than the equivalent of 60 watts incandescent or LED 9 watt/800 lumens/2700K soft white light bulbs), colored, decorative, bug deterrent, and other non-conforming light bulbs are **not allowed** anytime.

All exterior building and patio lights must receive written Board approval prior to installation.

The reason for the standard is two-fold:

1. The proximity of condominium buildings and location of some Unit windows to many exterior doorway, patio, balcony, and deck building lights makes the use of bright white and other lights an annoyance to many residents: and
2. To achieve and maintain uniformity of the Condominium exterior appearance.

Unit residents are responsible for replacing bulbs in the building light fixtures located on their decks, patios, and at their front doors. These light fixtures are controlled by light switches located inside the Units.

The 8989 Condominium Association is responsible for replacing light bulbs in the building light fixtures located at the outside of garage entrances and in the landscape and pathway/sidewalk light fixtures. These lights are controlled by sensors and transformers located outside the buildings.

Contact the GRCA Architectural Coordinator at 480-951-0321 if you have any questions.

SECTION 15

Exterior Accessories

(Adopted October 2011; Updated February 2021)

Pursuant to the authority granted to the Board of Directors by the 8989 Condominium Declaration, the Board adopts the following Architectural Rule regarding the use and placement of Accessories on Unit exteriors by Homeowners.

External Accessories – Common and Limited Common Elements:

To allow Homeowners to improve the environment and appearance of the Exterior Common and Semi-Common Elements immediately adjacent to their Unit, preserve the aesthetics of the Community, and be considerate of their neighbors, certain accessories may be used, displayed, placed, or installed in accordance with the following: External accessories include, but are not limited to, hoses and hose containers, pots and plants, door wreaths, bird feeders, steppingstones, candles, statues, sculptures, patio chairs, side tables, and benches. Wind chimes, bells, weather monitoring devices, Jacuzzis/spas/hot tubs, misters, speakers, video and security cameras, and amplifiers are not permitted. (See *Landscape Back Patio/Terrace Landscape and Hardscape in the 8989 Standards and Rules*).

1. **No Accessories** may be placed or stored on the Common Elements of the Condominium. This includes, but is not limited to, the front, side and back of units, behind patio areas, adjacent to garages, and on driveways. All accessories **must** be placed or stored either in garages or out of view when not being used.
2. **Units with a semi-private front patio area (Limited Common Element)** may have up to three (3) clay pots (with or without plants) or other decorative items (statues, and sculptures), up to two (2) patio chairs, one (1) patio side/bistro table/stand, and one (1) patio bench (wrought iron or wood) and one (1) door wreath. The items must be placed only in the area immediately adjacent to the unit's front door. The size, shape and combined quantity of accessories must be in scale with and visually relate to, the surrounding area. Placement of Flags and Banners are not allowed in this area.
3. **Units without a semi-private front patio area** may have up to two (2) clay pots (with or without plants) so long as those pots are no more than 38" high, or other decorative items and one (1) door wreath. These items must be placed only on the area immediately adjacent to the unit's front door. The size, shape and combined quantity of the *Accessories* must be in scale with and visually relate to the surrounding area. Placement of flags and banners are not allowed in this area.
4. **No Accessories** (including plants and flowerpots) may be placed upon rear patio walls without Board approval.
5. Unit owners are responsible for any damage caused by the use and placement of accessories and any necessary repairs. The Association has no responsibility for any damage caused to, or by accessories.

The placement of accessories noted in items numbered 1. through 4. are subject to prior approval by the 8989 Board of Directors and/or the 8989 Architectural Committee established by the Board for that purpose. Homeowners must submit the Architectural Application Request form with illustrations, photos, item dimensions, color, etc.). The review fee will not be charged.

SECTION 16

Exterior Holiday and Non-Holiday Decorations

(Adopted February 2021)

Please be considerate of your neighbors when placing decorations (including, but not limited to, wreaths, lights, garlands, flags, banners, sculptures, and statues) on your back patio and deck.

Please refer to *Section 24 Flags and Banners of the 8989 Standards and Rules* for additional limitations for the quantity, size, display, and placement of flags and banners.

(See Section 15 Exterior Accessories of the 8989 Standards and Rules for additional information).

Wreaths are allowed **only** on **FRONT** doors if tasteful and approved by the individual satellite community. The shape and size of the wreath must be in scale with and visually relate to the surrounding areas.

Both holiday and non-holiday exterior decorations, lights, garlands, banners, flags, etc. are allowed **only** on the **BACK** patios and decks of Units which are Limited Common Elements.

NO Hanukkah and Christmas holiday decorations may be installed earlier than the first Saturday before Thanksgiving and **must** be removed no later than the second Sunday after New Year's Day.

Holiday and non-holiday lights may **only** be placed on the **BACK** patio or deck of Units and **must** be white and non-blinking/non-twinkling.

NO exterior decorations, lights, statues, sculptures, lights, garlands, banners, flags, etc. may be placed on turf and gravel areas, and near, or attached to any 8989 shrubs, bushes, trees, and roofs located in the 8989 Condominium Common Elements.

NO exterior decorations, lights, garland, banners, flags, etc. may be placed on any balcony/deck, or attached to a railing, roof, and building exterior located on the **FRONT** of the Condominium building which are Condominium Common Elements.

NO exterior decorations, lights, garland, banners, flags, etc. may hang on or from any balcony/deck, railing, roof and building exterior of the Condominium building which are Condominium Common Elements.

NO decorations, lights, banners, flags, statues, sculptures, etc. may be placed in or on the common areas of the Gainey Ranch golf course.

All other decorations not described above **must** have approval of the 8989 Board and the GRCA Master Architectural Committee.

Unit owners are responsible for any damage caused by the use and placement of any decorations (including, but not limited to, wreaths, lights, garlands, flags, banners, sculptures, and statues), and all necessary repairs. The Association has no responsibility for any damage caused to, or by decorations.

Contact the GRCA Architectural Coordinator at 480-951-0321 if you have any questions.

SECTION 17

Patio & Deck Propane Gas Heating Lamps/Tables, Electric Space Heaters, BBQs & Fire Pits

(Adopted February 2021; Updated May 2022)

Pursuant to the authority granted to the Board of Directors by the 8989 Condominium Declaration, the Board adopts the following Standard and Rule regarding the use and placement of stand-alone portable space heaters on Unit exteriors by Homeowners.

In accordance with the City of Scottsdale Fire Codes and to ensure a safe environment for all Residents the following will be enforced: The installation and use of Open-Flame Cooking Devices (such as charcoal burners, chimineas, barbecues (fixed or portable), space heaters/lamps, tables, and other open flame devices are prohibited on combustible balconies or within 10 feet of combustible construction and materials. See the attached City of Scottsdale Fire Ordinance Scottsdale Revised Codes, Chapter 36-18, Ordinance #4283: 2015 IFC.

ALL OPEN FLAME DEVICES (including, but not limited to BBQs, fireplaces, space heaters, heating lamps/tables, etc.) MUST BE KEPT A MINIMUM OF 10 FEET FROM FLAMMABLE SURFACES. All City of Scottsdale Fire Codes must be followed. This prohibition is related to fire safety issues and insurance requirements.

FIRE PITS - 8989 CC&Rs relating to patio and terraces **prohibits** the installation and use of wood burning fire pits. This prohibition is related to fire safety issues and insurance requirements.

Permanent, fixed propane gas fireplaces and barbecues may be permitted but, in each case, plans must be submitted to both the 8989 Board and the GRCA Master Architectural Committee (MAC) for review and approval prior to installation using the Master Architectural Committee Application. These installations are also regulated by, and must comply with, applicable State, County and City building and environmental codes. City inspection for compliance with fire codes is required.

PERMANENT FIREPLACES and BBQs - Safety is the Board's main concern when propane gas fireplaces and BBQs are operating. The following provides information to help ensure that outdoor propane gas fireplaces and BBQs are used safely in open spaces:

- ALWAYS monitor propane gas fireplaces and BBQs when in use;
- ALWAYS TURN OFF all propane gas fireplaces chimineas, and BBQs when the area in which they are located is not being used and occupied;
- MAINTAIN the space heating equipment in good working condition in accordance with the manufacturer's instructions;
- DO NOT store propane gas cylinders on the roof or inside the Unit; and
- PLACE Propane gas cylinders in a location with minimal potential for physical damage, tampering, or exposure to excessive heat.

PROPANE GAS HEATING LAMPS/TABLES and ELECTRIC SPACE HEATERS - The 8989 Board allows the use of STAND-ALONE outdoor propane gas heating lamps and portable electric space heaters ONLY on the large lower-level back patios, and large upper-level decks. Propane gas space heaters/lamps and tables must always remain ten (10) feet from flammable surfaces.

For safety reasons and insurance requirements, propane gas heating lamps and electric space heaters may not be attached to the exterior of the Condominium. The use of outdoor propane gas heating lamps and grills inside the Units is prohibited.

Safety is the Board's main concern when these items are operating. The following provides guidance to help ensure that stand-alone outdoor propane gas heating lamps and tables, and portable electric space heaters are used safely in open spaces on the lower-level back patios and upper-level back decks of Units:

- A MAXIMUM of 2 portable propane gas lamps/tables OR electric space heaters may be used at any time on the large lower-level back patio (all 100 numbered Units) and the large upper-level back deck (all 200 numbered Units);
- NO open flame devices may be used at any time on the small upper-level deck located off the upstairs loft bedroom (certain 100 numbered Units);
- DO NOT use portable propane gas lamp/table or electric space heaters on small upper-level balconies/decks located off the upper floor master bedroom on the back of certain 100 numbered Units;
- DO NOT use portable propane gas lamps/tables or electric space heaters on small upper-level balconies/decks located on the front of all 200 numbered Units;
- KEEP all propane gas and electric space heating equipment at least ten (10) feet (one meter) away from anything that can burn (such as awnings, umbrellas, foliage, building structures, clothing, etc.);
- ALWAYS monitor portable heating equipment when in use;
- TURN OFF all propane gas lamps/tables and electric space heating equipment when the area in which they are located is not being used and occupied;
- MAINTAIN the space heating equipment in good working condition in accordance with the manufacturer's instructions;
- PLACE portable space heaters in locations where they cannot be easily overturned;
- Electric space heaters must be certified by a qualified electrical testing laboratory;
- DO NOT store propane gas cylinders on the roof or inside the Unit;
- PLACE Propane gas cylinders in a location with minimal potential for physical damage, tampering, or exposure to excessive heat; and
- FOLLOW all manufacturer's instructions for handling, storing, and maintaining propane gas heating lamps and cylinders, and electric space heaters.

Contact the GRCA Architectural Coordinator at 480-951-0321 if you have any questions.



Fire Department

8401 E. Indian School Road
Scottsdale, AZ 85251

PHONE 480-312-8000
FAX 480-312-1887
WEB www.Scottsdalefd.com

City of Scottsdale Fire Ordinance
Scottsdale Revised Codes, Chapter 36-18, Ordinance #4283: 2015 IFC

Property Managers Guide for Portable Barbecues and Open Flame Cooking Devices

In response to numerous requests from property managers and residents of multi-family dwellings and to help ensure a safe environment for our citizens, the following shall be enforced:

Open-Flame Cooking Devices; “Charcoal burners, chimineas, barbecues fixed or portable, and other open flame devices are prohibited on combustible balconies or within 10 feet (3048 mm) of combustible construction”

- Exceptions:**
1. One and two-family dwellings.
 2. When all of the following conditions are met:
 - a. where buildings, balconies and decks are non-combustible construction;
 - b. protected by an automatic sprinkler system;
 - c. the device(s) is only fueled by natural gas

Liquefied petroleum gas-fueled cooking devices; “No person shall use individual fixed or portable, LP-gas burners or barbecues on or under any attached covered patios, balconies, covered walkways, stairs, or roof overhangs and shall not be located within 10 feet (3048 mm) of combustible construction”.

- Exceptions:**
1. Detached one and two-family dwellings

Storage of open flame cooking devices and barbecues; “Storage of barbecues on or under balconies will be allowed in accordance with the written City Fire Department Interpretation and Applications Manual”

- Exceptions:**
1. If the fire department receives complaints or suspects the cooking device or barbecue is being used, the fire department will require the device to be removed from the premises.

Owner/Occupant Responsibilities; “Corrections and abatement of violations of this code shall be the responsibility of the owner or the owner’s authorized agent. If an occupant creates or allows to be created, hazardous conditions of this code, the occupant shall be held responsible for the abatement of such hazardous conditions”

Additional Information

The use of propane gas cylinders on balconies is strictly prohibited. Liquefied petroleum gas (propane) cylinder or containers shall not be located inside a building or within 5 feet of any building or adjoining property line.

Electric grills or barbecues are allowed to be used for cooking on patios. It is recommended for this activity that a multi-purpose - ABC type fire extinguisher be located in a readily accessible location.

Property managers please notify your residents of the City’s Fire Code regarding barbecues.

SECTION 18

Back Patio/Terrace Landscape and Hardscape

(Approved December 2009; Updated September 2020)

The original architectural design and intent for the 8989 community is an open feel as it relates to landscaping through out the community and specifically facing the golf course, Hyatt, and Town Center Lake. To maintain this original open design and establish maintenance consistency, the 8989 Gainey Center Drive Condominium Community has separated the 100-numbered ground units into two major Zones. These two Zones identify height restrictions for planting within the open space (common areas) as well as on the individual back patios/terraces (limited common areas). These height restrictions are meant to allow variance in height as patio walls vary in height and provide for limited back patio privacy while keeping a consistent maintenance plan.

LANDSCAPE ZONES

In October 2009, the 8989 Board identified two landscape zones for the 8989 Community (approved by the MAC). Height restrictions for plants, shrubs, succulents, and cacti located within unit patios/terraces were adopted as follows:

Zone 1 - The following chart specifies the maximum height restrictions for plants located on back patios/terraces for 100-numbered (ground level) units and in the common areas around and adjacent to the Town Center Lake and Gainey Ranch Golf Club and across from the Hyatt Resort casitas and lagoon (Units 109, 110, 111, 112, 113, 114, 120, 121, 122, 123, 124, 125, 126, 127, 128,129, 130, 131, 132, 133, 134, 135, 136, 137, and 138):

<u>INTERIOR BACK PATIO/TERRACE (LTD COMMON AREA):</u>	
<i>SHRUBS, PLANTS AND CACTI</i>	GROW TO A MAXIMUM HEIGHT OF 2.5 FT (AT ANY TIME) ABOVE THE TOP OF BACK PATIO WALLS
<i>TREES</i>	RESTRICTED USE: MUST BE IN POTS AND ONLY AGAINST BACK PATIO BUILDING, NOT LOW BACK PATIO WALL
<i>VINES</i>	RESTRICTED: MUST ATTACH TO TRELIS; NOT ALLOWED ON EXTERIOR WALLS; COMPLY W/MAX HEIGHT RESTRICTION
<u>COMMON AREAS BUSHES, SHRUBS & PLANTINGS:</u>	
<i>AROUND PATIO WALLS</i>	GROW TO A MAXIMUM HEIGHT OF THE TOP OF THE WALL (AT ANY TIME)
<i>ADJACENT TO BUILDINGS</i>	GROW TO A MAXIMUM HEIGHT OF 8.0 FT. (AT ANY TIME)
<i>FIRST LEVEL WINDOWS</i>	GROW TO A MAX HEIGHT OF 1.0 FT. ABOVE THE BOTTOM OF THE WINDOW FRAME (AT ANY TIME)
<i>A/C ENCLOSURES</i>	GROW TO A MAXIMUM HEIGHT OF 1.0 FT ABOVE THE TOP OF THE WALL (AT ANY TIME)
<i>STREET PARKING ISLANDS</i>	GROW TO A MAXIMUM HEIGHT OF 5.0 FT. (AT ANY TIME)
<i>POOL PERIMETER FENCE</i>	NOT APPLICABLE
<i>FREE STANDING WALLS</i>	GROW TO A MAXIMUM HEIGHT OF 1.0 FT ABOVE THE TOP OF THE WALL (AT ANY TIME)
<i>COMMUNITY PERIMETER WALLS</i>	GROW TO A MAXIMUM HEIGHT OF 1.0 FT ABOVE THE TOP OF THE WALL (AT ANY TIME)
<i>BLDG. WALLS W/ UTILITY BOXES</i>	GROW TO A MAXIMUM HEIGHT OF 4.0 FT. (AT ANY TIME)
<i>TREES</i>	TRIMMED IN A MANNER TO PROVIDE SCREENING AND CONSISTENT LOOK WITH SURROUNDING VEGETATION
<i>VINES</i>	RESTRICTED: MUST ATTACH TO TRELIS. NOT ALLOWED ON EXTERIOR WALLS. COMPLY W/MAX HEIGHT RESTRICTION

Zone 2 – The following chart specifies the maximum height restrictions for plants located on back patio/terraces for 100-numbered (ground level) units and in common areas around and adjacent to the swimming pool, front gate area, green areas, across from the west wing of the Hyatt Resort hotel, office, and roads (Units 101, 102, 103, 104, 105, 106, 107, 108, 115, 116, 117, 118, 119, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149 and 150):

INTERIOR BACK PATIO/TERRACE (LTD COMMON AREA):	
<i>SHRUBS, PLANTS AND CACTI</i>	GROW TO A MAXIMUM HEIGHT OF 2.5 FT (AT ANY TIME) ABOVE THE TOP OF BACK PATIO WALLS
<i>TREES</i>	RESTRICTED USE: MUST BE IN POTS AND ONLY AGAINST BACK PATIO BUILDING, NOT LOW BACK PATIO WALL
<i>VINES</i>	RESTRICTED: MUST ATTACH TO TRELLIS. NOT ALLOWED ON EXTERIOR WALLS. COMPLY W/MAX HEIGHT RESTRICTION
COMMON AREAS BUSHES, SHRUBS & PLANTINGS:	
<i>AROUND PATIO WALLS</i>	GROW TO A MAXIMUM HEIGHT OF 8.0 FT. (AT ANY TIME)
<i>ADJACENT TO BUILDINGS</i>	GROW TO A MAXIMUM HEIGHT OF 8.0 FT. (AT ANY TIME)
<i>FIRST LEVEL WINDOWS</i>	GROW TO A MAX HEIGHT OF 1.0 FT. ABOVE THE BOTTOM OF THE WINDOW FRAME (AT ANY TIME)
<i>A/C ENCLOSURES</i>	GROW TO A MAXIMUM HEIGHT OF 1.0 FT ABOVE THE TOP OF THE WALL (AT ANY TIME)
<i>STREET PARKING ISLANDS</i>	GROW TO A MAXIMUM HEIGHT OF 5.0 FT. (AT ANY TIME)
<i>POOL PERIMETER FENCE</i>	GROW TO A MAXIMUM HEIGHT OF 1.0FT ABOVE THE TOP OF THE WROUGHT IRON FENCE (AT ANY TIME)
<i>FREE STANDING WALLS</i>	GROW TO A MAXIMUM HEIGHT OF 1.0 FT ABOVE THE TOP OF THE WALL (AT ANY TIME)
<i>COMMUNITY PERIMETER WALLS</i>	GROW TO A MAXIMUM HEIGHT OF 1.0 FT ABOVE THE TOP OF THE WALL (AT ANY TIME)
<i>BLDG. WALLS W/ UTILITY BOXES</i>	GROW TO A MAXIMUM HEIGHT OF 4.0 FT. (AT ANY TIME)
<i>TREES</i>	TRIMMED IN A MANNER TO PROVIDE SCREENING AND CONSISTENT LOOK WITH SURROUNDING VEGETATION
<i>VINES</i>	RESTRICTED: MUST ATTACH TO TRELLIS. NOT ALLOWED ON EXTERIOR WALLS. COMPLY W/MAX HEIGHT RESTRICTION

The maximum height of shrubs, plants, and cacti on INTERIOR back patios located in Zone 2 Units may not exceed a total of 8 feet from the ground.

Exceptions to the specifications in Zone 1 & 2 noted above shall be reviewed and approved by the 8989 Board and the Master Architectural Committee (MAC). An Architectural Application form must be submitted for review and approval.

Homeowners should refer to the 8989 Master Plant List updated September 2020 for guidance prior to the request and installation of plants (whether within pots or in the ground).

Homeowners requesting additions and changes to their back patio/terrace (limited common area) must submit an Architectural Application form to the 8989 Board and Master Architectural Committee (MAC) for review and approval.

LANDSCAPE RESTRICTIONS

Due to the small planting areas on each unit's patio/terrace and possible damage to the patio wall, trees are not permitted except in pots placed against back exterior walls. All vines must be attached to trellises and are not permitted to attach and grow on building exteriors (either patio or common area walls) due to the damage caused to the stucco, Vines also hide evidence of termites, and harbor insects and debris. Examples are cats claw, fig and other vine type plantings. Other types of wall plants (such as bougainvillea) must be attached to a trellis. Height restrictions apply..

HARDSCAPE RESTRICTIONS

Hardscape accents (permanent or fixed) placed on a Unit patio/terrace (such as fireplaces, barbeques, fountains, wall plaques, security cameras, building and patio lights, etc.) require review and approval by the 8989 Board and MAC before installation and must be completed by a licensed contractor and in compliance with all applicable State, and local governments building and environmental codes.

Non-permanent patio hardscape accents such as wall plaques, fountains, tiles, steppingstones, hummingbird feeders, security cameras, etc. must be submitted to the 8989 Board and MAC for review and approval before installation. Hummingbird feeders are discouraged since they attract roof rats, ants, and other insects.

Wood burning fire pits and in-ground and above-ground Jacuzzi/spa/hot tubs are not permitted on patios or terraces.

Patio/Terrace heaters are permitted but must be properly maintained and kept away from the building when in use (see *Section 17 in the 8989 Standards and Rules* for more information).

Stand-alone BBQs are permitted but must be away from the building when in use. Cannot be stored against the patio wall. These must be stored against a back wall within the patio.

Wind chimes are not permitted on any patio, terrace, wall, and other common and limited area locations.

Radio, stereo, broadcast speaker units and amplifiers of any kind shall not be placed upon or outside, or be directed to the outside of any unit, without the prior written approval of the 8989 Board and the Master Architectural Committee.

WAIVER REQUEST

A homeowner may submit to the 8989 Board a written waiver request (using the Architectural Application form) from complying with landscape and hardscape restrictions (for both common and limited common areas). The 8989 Board and MAC will review the request based upon zone requirements, architectural design of the community, landscaping consistency, and the impact on infrastructure and adjoining neighbors.

VIOLATIONS

If, within the patio limited common elements, a violation of the landscape and hardscape standards and restrictions occur, the homeowner will receive written notice regarding the corrective action required. If the violation is not removed by the date specified, the GRCA landscaping and maintenance crew will be directed by the 8989 Board to correct the violation to meet the standards. The cost will be charged to the homeowner.

INCONSISTENT LANDSCAPING – GRANDFATHER CLAUSE

A few back patio/terraces have not been consistently maintained over the years and there are currently trees, palms, and cactus plantings that exceed the maximum allowable heights. The current trees, palms and cactus plantings shall be allowed until: there is a change in unit ownership, the plant dies or needs to be removed, the homeowner requests new landscaping of the interior patio/terrace, the patio walls and other structures are compromised by the landscaping, or it causes an issue for nearby neighbors. Once any of these conditions occurs, the height restriction shall apply to all new plantings in the back patio interior area (whether in pots or in the ground).

Please contact the GRCA Architectural Coordinator for any additional information or clarification you may require.

SECTION 19

Landscape Tree and Shrub Replacements

(Adopted December 1995 and August 2008; Updated September 2020)

The 8989 Board recognizes the need to adopt policy guidelines governing the replacement of trees and plants in the common areas for which the 8989 Gainey Center Drive Condominium Association is solely responsible (as outlined in Article 4.2 of the 8989 CC&Rs).

The GRCA website states: "Gainey Ranch is an oasis in the desert replete with mature trees". The 8989 Board works with the Gainey Ranch Master Association (GRCA) to maintain the 8989 Community's "park-like" appearance (a balanced approach using only natural grass, trees, shrubs, and granite) and contribute to the GRCA Mission to keep Gainey Ranch's coveted resort atmosphere worthy of the title '*Oasis of the Desert.*'

The 8989 Master Plant Replacement List (see attached) has been updated to include trees and shrubs being used throughout Gainey Ranch communities and are appropriate for specific sun exposure and use areas located within 8989's both common and limited common areas. The approved 8989 Master Plant List provides a guide to plants and trees that are consistent with the overall image of 8989 Community and Gainey Ranch and minimize maintenance issues. This List shall be used by the 8989 Homeowners Association and the GRCA Landscape Maintenance Staff when replacing or adding trees and plants in the 8989 common areas. The 8989 Master Plant Replacement List is a more restrictive list than the GRCA Approved Plant List shown on the GRCA website. Citrus trees of any type are not permitted because they attract roof rats and other rodents.

Trees and shrubs lost because of natural causes or storm damage may or may not be replaced in kind. In making a landscape decision, the landscape maintenance experts employed by Gainey Ranch Community Association will be consulted to ensure any tree and plant selected are suitable and "appropriate to the surrounding landscape".

Requests for tree removals and replacement by the 8989 Homeowner Association or a unit owner, shall comply with the GRCA established Master Architectural Committee (MAC) guidelines and policy (see the GRCA Website for details).

Requests by an owner to replace and add trees and plants in the common and limited areas adjacent to their unit, requires the submission of an Architectural Application form (with plant selection and landscape plan) to the 8989 Board, GRCA Landscape staff, and GRCA Master Architectural Committee (MAC) for review and approval.

When the 8989 Board and GRCA Landscape Staff determines it is necessary to use plants not on the 8989 Master Plant Replacement List, approval shall be requested from the Master Architectural Committee (MAC) for the deviation.



PALO VERDE PALM (8' X 8')
3 - 5 GAL.



COMPACT XYLOSMA (4' X 4')
3 - 5 GAL.



BAJA RUELLIA (4' X 4')
3 - 5 GAL.



DWARF VARIEGATED AND ALL PITTOSPORUM SPECIES (4' X 4')
3 - 5 GAL.



INDIAN HAWTHORN (3'-6' X 3'-6')
3 - 5 GAL.



RED YUCCA (2'-6" X 2'-6")
3 - 5 GAL.



DWARF YAUPON HOLLY (2'-6" X 2'-6")
3 - 5 GAL.



ELEPHANT FOOT (2' X 2')
1 - 5 GAL.



TWISTED MYRTLE (4' X 4')
5 - 15 GAL.



LADY SLIPPER (3' X 3')
5 GAL.

8989 - MASTER PLANT REPLACEMENT LIST

PARTIAL SHADE AREAS (MORNING SUN ONLY)

GAINY RANCH



MCCOY FAN PALM (8' X 8')
15 GAL. AND ABOVE



HORSEBUSH - SHRUB OR HEDGE (3' X 5')
5 GAL. AND ABOVE



EMBUCCIA (4' X 4')
3 - 5 GAL.



HEAVENLY CLOUD SAGE (4' X 4')
3 - 5 GAL.



BOUGHNIVILLA (4' X 4')
3 - 5 GAL.



YELLOW BELLS (4' X 4')
3 - 5 GAL.



FAIRY CLUSTER SIERRA STAR (4' X 4')
3 - 5 GAL.



WINTER BLAZE DMU (3'-6" X 3'-6")
3 - 5 GAL.



CIVARIAN SAGE (3' X 3')
3 - 5 GAL.



RURAL MIST DEER GRASS (3' X 3')
3 - 5 GAL.



LITTLE BLUE (2'-6" X 2'-6")
3 - 5 GAL.



BLUE PRISM DMU (2'-6" X 2'-6")
3 - 5 GAL.



CORSAI DUNELAIN (3' X 3')
3 - 5 GAL.



LANTANA VARIETY (3' X 3')
3 - 5 GAL.

8989 - MASTER PLANT REPLACEMENT LIST

SUN & REFLECTED HEAT AREAS

(GAINFRANCI)



SAGO PALM (4' X 4')
15 GAL. AND ABOVE



COMPACT NYGSSMA (4' X 4')
3-5 GAL.



DWARF VARIEGATED PITTOSPORIUM (3'-6" X 3'-4")
3-5 GAL.



INDIAN HAWTHORNE (3'-4" X 3'-6")
3-5 GAL.



DWARF WYRTIF (3' X 3')
3-5 GAL.



DWARF NAUCON HOLLY (2'-6" X 2'-6")
3-5 GAL.



FIPPHANT FORD (2' X 2')
1-5 GAL.



FOXTAIL FERIN (2' X 2')
1-5 GAL.



STAR JASMINE (VINIF)
5-15 GAL.



ASIAN JASMINE - GROUNDCOVER (2')
1-5 GAL.

8989 - MASTER PLANT REPLACEMENT LIST

SUVADE AREAS

GAINF/RANCH



WINTER BLAZE EMU (3' 6" X 3' 6")
3 - 5 GAL.



LITTLE JOHN BOTTLEBRUSH (3' 6" X 3' 6")
3 - 5 GAL.



REGAL MIST DEER GRASS (3' X 3')
3 - 5 GAL.



CIVITRON SAGE (3' X 3')
3 - 5 GAL.



CORAL FOUNTAIN (3' X 3')
3 - 5 GAL.



LITTLE OLLIE (2'-6" X 2'-6")
3 - 5 GAL.



BLUE BELLE EMU (2'-6" X 2'-6")
3 - 5 GAL.



DWARF YAUPOON HOLLY (2' X 2')
3 - 5 GAL.



LANTANA VARIETY (3' X 3')
3 - 5 GAL.

8989 - MASTER PLANT REPLACEMENT LIST

DRIVEWAY MEDIUM STRIPS

GAINES RANCH



FIRESTICKS (4'-6" X 4'-6")
3 - 5 GAL



OUTBACK CASSIA (4'-6" X 4'-6")
3 - 5 GAL



GREEN DESERT SPOON (4" X 4")
3 GAL



GIANT HESPERALOE (4" X 4")
3 - 5 GAL



BLUE YUCCA (3" X 3")
3 - 5 GAL



MOROCCAN WOUNDWORT (3" X 2")
3 GAL / CON. FULL



RED YUCCA (2'-6" X 2'-6")
3 - 5 GAL



GOLDEN BARREL CACTUS (1'-6" X 1'-6")
MIN. 8" DIAMETER

8989 - MASTER PLANT REPLACEMENT LIST
PARKING LOT MEDIANS (INCLUDES PLANTS FOR 'SUN & REFLECTED LIGHT' AREAS)

GAINNEY RANCHO



MULGA (16' X 20')
24" BOX MIN.



LIVE OAK (16' X 20')
24" BOX MIN.



RED PUSH PISTACHE (16' X 16')
24" BOX MIN.



MASTIC (12' X 12')
24" BOX MIN.



RIO SALADO MESQUITE (18' X 18')
24" BOX MIN.



SWAN HILL OLIVE (16' X 16')
24" BOX MIN.

8989 - MASTER PLANT REPLACEMENT LIST

TREES (ALL AREAS)

GAINCY RANCH

SECTION 20

Garages, Driveways, Visitor and Street Parking

(Adopted December 2005; Revised & Approved December 2021)

- A. Pursuant to the 8989 Gainey Center Drive Condominium Association (Association) Declaration, Article I, Section 1.7 “Association Rules”, and Article 9, Section 9.5, the Association is granted the right to adopt rules and regulations relating to the admission and parking of vehicles, and the use of visitor parking spaces within the Community. Variances/exceptions may be approved for extenuating circumstances in accordance with Article 9, Section 9.22. Enforcement will be in accordance with the 8989 Standards & Rules and Gainey Ranch Community Association’s Rule. The Board shall work with the Master Association, and HOA Lawyer when appropriate.

Owners who lease their Units are required to provide their Tenants information regarding the 8989 CC&Rs and Standards & Rules. Unit Owners are responsible for Rule violations committed by their Tenants.

Note: Owners are not considered Occupants or Residents when not occupying the Unit/Residence.

GARAGES

1. Garages are considered exclusive Limited Common Elements for each respective Unit.
2. Garages are considered two-car garages (no exceptions).
3. Unit garage door should always remain closed except when being used to enter or exit.
4. Garages **shall not be converted** for living, storage, or recreational purposes.
5. Vehicles may not be repaired or painted in garages, on driveways, or in other condominium common areas except in an emergency.
6. Garages shall be used **only** for accessory storage and the parking of operable (i.e., licensed and registered with current tags and plates) automobiles, SUVs, golf carts, bicycles, motorcycles, ATVs, dune buggies, trailers, small recreational vehicles, trailers, small trucks, and small vans, or similarly oriented vehicle (each of which **must not** be used for commercial purposes and each of which **must not exceed** ¾ ton in size and/or seven feet in height measured from ground level and eighteen feet in length).

DRIVEWAYS

1. Driveways are considered exclusive Limited Common Elements for each respective Unit.
2. Written permission must be provided by a Unit Owner to the Board allowing another Owner/Resident to use their driveway.
3. Vehicles **must** fit completely on Unit driveways; vehicles **may not** park on sidewalks or the landscape. vehicles **may not** block sidewalks when parking in the Unit’s driveway.
4. No parked vehicles (except construction dumpsters) may be under a protective cover.
5. Construction dumpsters and pods require advanced approval by the GRCA Architectural Coordinator after the requested construction project is approved.

6. **DAYTIME (TEMPORARY) PARKING (from 7:00 am to 6:00 pm) is allowed** on Unit driveways by contractors, moving vans, small moving trucks (U-Haul type) and delivery/service vehicles, and other commercial vehicles furnishing goods and services.
7. **NO OVERNIGHT PARKING (from 6:00 pm to 7:00 am) is allowed** on Unit driveways by contractors, moving vans, small moving trucks (U-Haul type), delivery/service vehicles, and other commercial vehicles furnishing goods and services. Variances/Exceptions **may be** provided by GRCA Security staff to accommodate extenuating circumstances (such as emergency repairs to a Unit's air conditioning and heating equipment, and plumbing). The Owner/Resident/Occupant **must** contact the Security Office at 480-596-0125 to make special arrangements.
8. **DAYTIME (TEMPORARY) PARKING (from 7:00 am to 10:00 pm) is allowed** on Unit driveways by Residents/Occupants, visitors, and guests/invitees.
9. **NO OVERNIGHT PARKING (from 10:00 pm to 7:00 am) is allowed** on Unit driveways by Residents/Occupants, visitors, and guests/invitees. Buses, trailers, motor homes, campers, recreational vehicles, dune buggies, boats, golf carts, motorcycles, bicycles, or similarly oriented vehicles **may not** remain on driveways overnight. Vehicles displaying exterior logos, signs, numbers, letters, or advertising **may not** remain on driveways overnight. **Short-term variances/exceptions (not to exceed three consecutive days)** to accommodate extenuating circumstances may be provided by the GRCA Security staff. Vehicles **must be** licensed and registered with current tags and plates. Resident/Occupant vehicles must be properly registered with Gainey Ranch Security. The Resident/Occupant **must** contact the Security Office at 480-596-0125 to make special arrangements by providing the Unit number, make and model of the vehicle(s), license number(s), and length of stay. **Short-term variances/exceptions (not to exceed three consecutive days)** to accommodate loading and unloading of recreational vehicles, motor homes, campers, and small moving trucks (U-Haul type) **may be** provided by GRCA Security staff. The Owner/Resident/Occupant **must** contact the Security Office at 480-596-0125 to make special arrangements. **Longer-term variances/exceptions** require Board review. Security staff shall present the information to the Board for possible approval based on extenuating circumstances.
10. **CONTINUOUS (customary) OVERNIGHT PARKING (greater than three consecutive days) on** Unit driveways by Residents/Occupants and guests/invitees **may only be approved by the 8989 Board** to accommodate extenuating circumstances, and Residents/Occupants who operate more than two vehicles and **only** when the garage is first occupied by two other operable vehicles, and is not being converted or used for storage, recreational and living purposes. Approval is limited to non-commercial automobiles, SUVs, small trucks, and small vans. Vehicles with exterior logos, signs, numbers, letters, or advertising **will not be allowed** to remain on driveways overnight. Buses, trailers, motor homes, campers, dune buggies, recreational vehicles, boats, golf carts, motorcycles, bicycles, or similarly oriented vehicles **will not be allowed** to remain on driveways overnight. Vehicles **must be** licensed and registered with current tags and plates. Resident/Occupant vehicles must be properly registered with Gainey Ranch Security. The Unit Owner **must** submit a written exception request to the 8989 Board describing the situation. Board possible approval depends on extenuating circumstances and may be temporary.

11. **CONTINUOUS (customary) OVERNIGHT PARKING AND STORAGE** on Unit driveways and in front door entryways is **not allowed** for vehicles (licensed or unlicensed) and items including, but not limited to, golf carts, bicycles, skate boards, scooters, motorcycles, trailers, campers, large vans, buses, dune buggies, motor homes, campers recreational vehicles, ATVs, boats, vehicles used for commercial purposes, and vehicles which exceed $\frac{3}{4}$ ton in size and/or seven feet in height measured from ground level and/or eighteen feet in length. **Variances/exceptions may only be** approved by the 8989 Board and is limited to non-commercial and operable (i.e., licensed and registered with current tags and plates) automobiles, SUVs, small trucks, and small vans which exceed $\frac{3}{4}$ ton in size and/or seven feet in height and/or eighteen feet in length, and cannot fit in the garage. Vehicles **must be** licensed and registered with current tags and plates. The vehicle(s) must be properly registered with Gainey Ranch Security. The Unit Owner **must** submit a written exception request to the 8989 Board describing the situation. Board possible approval depends on extenuating circumstances and may be temporary.
12. **NO CONTINUOUS (customary) DAYTIME AND OVERNIGHT PARKING AND STORAGE is allowed** on Unit driveways or in front door entryways and sidewalks is allowed for items (licensed or unlicensed) including, but not limited to, golf carts, bicycles, tricycles, skateboards, scooters, motorcycles, ATVs, RVs, etc.

VISITOR PARKING AREAS

1. The visitor parking areas are designated as temporary overflow parking for use **only** by guests/invitees, visitors, contractors, delivery/service vehicles, and other commercial vehicles furnishing goods and services to Owners and Residents/Occupants.
2. Visitor parking areas are not for use by Residents/Occupants.
3. Use of visitor parking areas for construction dumpsters and pods requires approval of the 8989 Board and GRCA staff. Owners/Residents/Occupants **must** contact the Security Office at 480-596-0125 to make special arrangements.
4. The number of contractor vehicles is limited to a MAXIMUM of 4-5 vehicles at any point in time. If the contractor brings a trailer, that trailer is counted as one vehicle.
5. **NO OVERNIGHT PARKING (from 6:00 pm to 7:00 am) is allowed** by contractor vehicles, delivery/service vehicles, moving vans, and other commercial vehicles furnishing goods and services.
6. **OVERNIGHT PARKING is allowed** by guests/invitees in visitor parking areas. Vehicles **must be** licensed and registered with current tags and plates. Buses, trailers, motor homes, campers, recreational vehicles, dune buggies, boats, golf carts, motorcycles, bicycles, or similarly oriented vehicles **may not** remain in visitor parking areas overnight. Vehicles displaying exterior logos, signs, numbers, letters, or advertising **may not** remain in visitor parking areas overnight. The Resident/Occupant **should** contact the Security Office at 480-596-0125 to make special arrangements by providing the Unit number, make and model of the vehicle(s), license number(s), and length of stay. **Variances/exceptions may only be** approved by the 8989 Board based on extenuating circumstances, space availability, and will be temporary.

7. **TEMPORARY DAYTIME OR OVERNIGHT PARKING (not to exceed three consecutive days)** by Residents/Occupants to accommodate loading and unloading of recreational vehicles, motor homes, campers, and small moving trucks (U-Haul type) **may be** permitted by GRCA Security staff, depending on space availability. Vehicles **must be** licensed and registered with current tags and plates. Vehicle(s) must be properly registered with Gainey Ranch Security. Residents/Occupants **must** contact the Security Office at 480-596-0125 to make special arrangements by providing the Unit number, make and model of the vehicle(s), license number(s), and length of time a visitor space will be occupied.
8. **EXTENDED DAYTIME OR OVERNIGHT PARKING (more than three consecutive days)** by Residents/Occupants **must be approved** by the 8989 Board. Security staff shall present the circumstances to the Board for possible approval based on extenuating circumstances, space availability, and will be temporary.

STREET PARKING

1. **NO** street parking is allowed at **any time** (during the day and overnight) except **temporary loading and unloading** materials to or from vehicles in front of or near the Unit.
2. Vehicles **must not** block the sidewalks, and garages and driveways of other Units at any time;
3. Vehicles must not park on sidewalks or landscape.
4. Streets are designated as Fire Lanes.
5. If additional space is required for moving vans, contractor, construction dumpsters and pods, delivery/service vehicles that cannot fit in the Unit driveway, Owners/Residents/Occupants **must** contact the Security Office at 480-596-0125 to make special arrangements.

ENFORCEMENT OF STANDARDS & RULES SECTION 20 (CC&RS ARTICLE 9, SECTION 5)

Enforcement will be in accordance with the following procedures:

- **First Violation within a 360-day period -**
 - A warning sticker shall be placed by GRCA Security staff on the windshield of the vehicle in violation. Unit Owners who lease their Units will be advised by GRCA staff of the Tenant parking violation and **first warning notice**. A copy of the 8989 Standards & Rules Section 20 should be provided by GRCA staff to the Unit Owner at the time of the first violation advisement.
- **Second Violation within a 360-day period -**
 - A warning sticker **shall** be placed by GRCA Security staff on the windshield of the vehicle in violation. Unit Owners who lease their Units will be advised by the GRCA staff of the Tenant parking violation and **second warning notice**.
- **Third Violation within a 360-day period -**
 - A warning sticker **shall** be placed by GRCA Security staff on the windshield of the vehicle in violation which informs the vehicle's Owner/Driver that this is the **third and FINAL warning**, and, if a fourth violation should occur, an 8989 Special Assessment fee **may** be levied and the vehicle **may** be immobilized (using a "vehicle boot") by GRCA Security staff. Unit Owners who lease their Units will be advised by GRCA staff of the Tenant parking violation and **third and FINAL warning notice**.

- **Fourth Violation within a 360-day period -**
 - A violation sticker **shall** be placed by GRCA Security staff on the windshield of the vehicle in violation which informs the vehicle Owner/Driver that this is the **fourth violation and a Special Assessment Fee of \$50 for each occurrence may be levied to the Unit Owner.** Unit Owners who lease their Units will be advised by GRCA staff of the Tenant violation and the **\$50 Special Assessment Fee.**
 - In addition, the vehicle **may** be immobilized (using a “vehicle boot”) by GRCA Security Staff. The monetary penalty to remove the “vehicle boot” **shall** be \$60 for each occurrence, payable at the time the lock is removed. Unit Owners who lease their Units will be advised by GRCA staff of the violation and vehicle immobilization.
- **Fifth Violation within a 360-day period -**
 - A violation sticker **shall** be placed by GRCA Security staff on the windshield of the vehicle in violation which informs the vehicle Owner/Driver that this is the **fifth violation and a Special Assessment Fee of \$100 for each occurrence may be levied to the Unit Owner.** Unit Owners who lease their Units will be advised by GRCA staff of the Tenant violation and the **\$100 Special Assessment Fee.**
 - In addition, the vehicle **may** be immobilized (using a “vehicle boot”) by GRCA Security Staff. The monetary penalty to remove the “vehicle boot” **shall** be \$60 for each occurrence, payable at the time the lock is removed. Unit Owners who lease their Units will be advised by GRCA staff of the violation and vehicle immobilization.
- **Sixth and Subsequent Violations within a 360-day period -**
 - A violation sticker **shall** be placed by GRCA Security staff on the windshield of the vehicle in violation which informs the vehicle Owner/Driver that this is the **sixth violation (and subsequent violation) and a Special Assessment Fee of \$200 for each occurrence may be levied to the Unit Owner.** Unit Owners who lease their Units will be advised by GRCA staff of the Tenant violation and the **\$200 Special Assessment Fee.**
 - In addition, the vehicle **may** be immobilized (using a “vehicle boot”) by GRCA Security Staff. The monetary penalty to remove the “vehicle boot” **shall** be \$60 for each occurrence, payable at the time the lock is removed. Unit Owners who lease their Units will be advised by GRCA staff of the violation and vehicle immobilization.

The Special Assessment Fee collected by the 8989 Board from the Unit Owner for the fourth, fifth, sixth, and subsequent violations **shall** be deposited into the 8989 Homeowners Association Reserve Account in accordance with Article 9, Section 9.5 of the 8989 Covenants, Conditions and Restrictions (CC&Rs).

Additionally, in accordance with Article 9.5 of the CC&Rs, the 8989 Board (on behalf of the Homeowners Association) has the authority to remove, or cause to be removed, any vehicle that is improperly parked, place restrictions on the time visitor spaces may be used and assess charges (Special Assessments Fees) to Owners, Occupants and their Invitees who violate the Rules.

The monetary penalty from each occurrence of immobilizing the vehicle shall be levied in accordance with Article 8, Section 1 of the Master Association Declaration.

RIGHTS OF THE HOMEOWNER

1. Any Homeowner who has been charged a Special Assessment Fee in accordance with this Rule may appeal the Assessment to the 8989 Board of Directors in the manner hereinafter provided.
2. To file an appeal, the Homeowner must submit a written notice of appeal which sets forth the basis on which he or she believes the action to be improper or inappropriate. The written notice of appeal must be filed with a \$45 administrative fee and be received by the Executive Director of the Master Association **on or before** the fifteen days after the Homeowner has been notified of the Rule enforcement action by the 8989 Board.
3. Upon receipt of the properly submitted notice of appeal, the 8989 Board shall schedule a meeting with the Homeowner within a reasonable time thereafter (within twenty-one days after receipt of the Homeowner's notice of appeal by the Executive Director of the Master Association) at which time the Homeowner may present his or her position to the Board. The 8989 Board shall also consider such other information as may be presented to it, including the records of the Master Association and 8989 Homeowners Association, and all violation reports.
4. The meeting shall not be conducted as a hearing or trial, and the Homeowner need not be present when all information is presented.
5. The collection of the Special Assessment Fee shall be suspended starting from when the Homeowner's written notice of appeal and the \$45 administrative fee is received by the Executive Director of the Master Association until the decision of the 8989 Board has been announced.
6. The collection of the Special Assessment Fee may be reinstated if the meeting between the Homeowner and the Board does not occur within twenty-one days after receipt by the Executive Director of the Homeowner's notice of appeal, because the Homeowner is unable or unwilling to present his or her position to the Board.
7. In deciding whether to uphold or modify the Rule enforcement action, the Board shall either reinstate, modify/adjust, or terminate the amount and collection of the Special Assessment Fee in such a manner as the 8989 Board of Directors deems appropriate after consideration of all the circumstances. Any determination by the 8989 Board shall be final.

SECTION 21

Pet Nuisances

(Adopted March 2007; Updated August 2023)

Article 5.11 of the Gainey Center Drive Condominium Association Declaration (the "Declaration") grants to the 8989 Condominium Association that right to regulate the use of 8989 Condominium common areas and to adopt rules implementing such regulation. Article 9.13 of the Declaration grants the Board of Directors of the 8989 Condominium Association (the "Board") the authority to adopt Association Rules applicable to this "Animals" section. Pursuant to such authority, the Board has adopted this following rule applying to pet nuisances:

All references to "the Board" in this Rule refer to the 8989 Gainey Center Drive Condominium Association Board.

A. PET USE RESTRICTIONS:

Article 9.13 (Animals) of the Declaration includes, but is not limited to, the following pet use restrictions:

1. A **maximum of one dog and two domestic cats** approved by the Board may be kept by owners within a unit.
2. Pets may **not** be raised, bred, kept, or maintained for any commercial purpose.
3. **No** pet may be kept within a unit which, in the Board's judgment, results in an annoyance or is obnoxious to residents within the 8989 Condominiums.
4. All pets **must be kept on a leash and all fecal matter must be immediately removed** when on any portion of the 8989 Condominiums except within a unit. All fecal matter must be disposed of properly by the resident.
5. **Any dog or cat(s) kept within a unit must be approved by the Board.** The registration of all such pets on a form supplied by the Association shall constitute the Board's approval subject to compliance with the pet use regulations.

Additionally, absolutely NO PETS (of any kind) are allowed in the pool area at any time.

B. OBSERVATION OF VIOLATION BY A RESIDENT OR OTHERS:

The reporting party shall submit to the Security Staff of the Master Association Administration Office **in writing**, the name and address of the pet owner if known, a description of the incident and when the incident was observed. If the pet owner is not known, a description of the pet should also be included.

Contact Security at the West Gate (480-948-9378) to report an incident. They will complete and file a written report of the incident. The pet's Owner will be contacted verbally and/or in writing about the incident.

C. ENFORCEMENT ACTIONS (Board shall work with the Master Association, and HOA Lawyer when appropriate):

1. If the Master Association receives a second violation report within a 180-day period and the pet owner has been identified, a warning letter **shall** be mailed to the reported pet owner, together with a copy of the Pet Nuisance Rule. The letter **shall** include a warning that non-compliance with the Pet Nuisance Rule will result in special assessment fees as authorized in Article 9.13 (Animals) of the Declaration and the possible eviction of the pet from the 8989 Condominiums. If the pet owner is leasing the residence, a copy of this letter shall also be mailed to the homeowner.
2. If the Master Association receives a third, fourth, fifth, and sixth or more violation reports within a 180-day period and if the pet's owner has been identified, a warning letter as described in #1 above **shall** be sent to the owner/tenant. The following Special Assessment Fee **may** be assessed by the 8989 Board to the homeowner according to the following schedule:
 - Third Violation -- \$25
 - Fourth Violation -- \$50/per occurrence
 - Fifth Violation -- \$100/occurrence
 - Sixth and Subsequent Violations - \$200/occurrence

The letter implementing the Special Assessment Fee must include information pertaining to the way assessments can be enforced under the governing documents (i.e.: Article 9.13 of the Declaration authorizes such Special Assessments Fees) and provide an opportunity to be heard by the Board (see Rights of the Homeowner Section).

3. **Any pet owner who fails to register** his/her dog or cat(s) as required in the above Section A (5), shall be subject to the following Special Assessment Fee levied by the 8989 Board for each written notice issued by the Master Association:
 - First Notice - \$25/per occurrence
 - Second Notice - \$50/occurrence (if pet(s) is not registered within 14 days after issuance of 1st notice)
 - Third Notice - \$100/occurrence (If pet(s) is not registered within 14 days after issuance of 2nd notice)
 - Fourth and Subsequent Notices - \$200/occurrence (If pet(s) is not registered within 14 days after issuance of 3rd and subsequent notices)

D. RIGHTS OF THE HOMEOWNER:

1. Any homeowner who has been assessed a Special Assessment Fee or whose pet will be evicted in accordance with this Rule may appeal the fine or eviction to the Board in the manner hereinafter provided.
2. To file an appeal, the Homeowner must submit a written notice of appeal which sets forth the basis on which he or she believes the action to be improper or inappropriate. The written notice of appeal must be filed with a \$45 administrative fee and be received by the Executive Director of the Master Association **on or before** the fifteen days after the Homeowner has been notified of the Rule enforcement action by the 8989 Board.
3. Upon receipt of the properly submitted notice of appeal, the 8989 Board shall schedule a meeting with the Homeowner within a reasonable time thereafter (within twenty-one days after receipt of the Homeowner's notice of appeal by the Executive Director of the Master Association) at which time the Homeowner may present his or her position to the Board. The 8989 Board shall also consider such other information as may be presented to it, including the records of the Master Association and 8989 Homeowners Association, and all violation reports.
4. The meeting shall not be conducted as a hearing or trial, and the Homeowner need not be present when all information is presented.
5. The collection of the Special Assessment Fee and eviction of the pet shall be suspended starting from when the Homeowner's written notice of appeal and the \$45 administrative fee is received by the Executive Director of the Master Association until the decision of the 8989 Board has been announced.
6. The collection of the Special Assessment Fee and eviction of a pet may be reinstated if the meeting between the Homeowner and the Board does not occur within twenty-one days after receipt by the Executive Director of the Homeowner's notice of appeal, because the Homeowner is unable or unwilling to present his or her position to the Board.
7. In deciding whether to uphold or modify the Rule enforcement action, the Board shall either reinstate, modify/adjust, or terminate the amount and collection of the Special Assessment Fee and eviction of a pet in such a manner as the 8989 Board of Directors deems appropriate after consideration of all the circumstances. Any determination by the 8989 Board shall be final.

SECTION 22

Video/Audio Recording of Board and Member Meetings

(Adopted June 2019)

Pursuant to ARS 33-1248/ARS 33-1804, the 8989 Board adopts the following reasonable rules governing the audiotaping and/or videotaping of open portions of the 8989 Board and Member meetings. These rules apply to all members of the 8989 Gainey Ranch Condominium Association, or any person designated by a member in writing as the member's representative. These rules do not preclude the 8989 Board from adopting a rule in the future, whereby those attending would be precluded from audiotaping or videotaping an open meeting, if the 8989 Board makes the unedited tapes available to members on request without restrictions on its use as evidence in any dispute resolution process.

To prevent interruptions, all recording equipment must be in position 15 minutes prior to the start of the meeting;

Recording equipment cannot produce sound or distracting light emissions;

All members utilizing recording equipment must set up the recording equipment in the place designated by the 8989 Association;

All recording equipment is the responsibility of the member. The 8989 Association will not provide the equipment;

If any recording equipment fails, the 8989 Association will not stop the meeting while the equipment is reset;

No recording of a meeting shall be posted or otherwise made available on the internet, or disseminated to persons outside of the 8989 Association, without the written consent of the 8989 Board;

Persons who are not members of the 8989 Association and who are not designated by a member in writing as the member's representative are prohibited from recording the meeting without prior written approval of the 8989 Board;

The recording of a meeting is not the official record of the meeting. Only the 8989 Board approved meeting minutes are the official record of the meeting;

The 8989 Association does not make any representations as to the authenticity of any recording;

The 8989 Association may request the member, or the member's representative, sign a form (available from GRCA Administration) at the meeting acknowledging his/her understanding of the preceding rules.

SECTION 23

Refuse Collection

(Based on GRCA - Updated April 2022)

The 8989 Board has adopted the following GRCA Master Association rules regarding weekly refuse collection:

Trash containers (black color) will be emptied every TUESDAY.

Recycling containers (pink color) will be emptied every THURSDAY.

The City of Scottsdale will empty containers on all holidays with exceptions of the Thanksgiving & Christmas holidays.

Since the Thanksgiving holiday occurs on a Thursday, recycling containers will be emptied on Friday (the next business day). When the Christmas holiday occurs on a Tuesday, trash containers will be emptied on Wednesday (the next business day)

To allow for mechanical pick up, your trash container must be placed at the sidewalk curb with the front of the container facing the street:

- **Trash containers may not be placed at the sidewalk curb for collection until 5:00 pm the day before pickup; and**
- **Trash containers must be removed from sidewalk curb by midnight on the day trash collection occurs.**

Trash containers must be stored in your garage.

Security has the authority to remove containers violating the rule.

NOTE: If you must place your trash container at the sidewalk curb before 5:00 pm on the day of collection, please call Security (West Gate) at 480-948-9378 and let them know.

For your convenience, the City also provides a one-time, no charge, pick up of storage and packing boxes. Please contact the Solid Waste Department to find out when pickup will be done. Boxes must be empty and need to be collapsed to be collected.

Owners and Occupants must contact the City of Scottsdale Waste Management Department for Bulk and Hazardous Waste pickup schedules. Items for disposal by Bulk and Hazardous Materials may not be left outside a Unit on the patio/balcony/deck, driveway or at the curb for an extended period. These items should be hidden from view (preferably within the garage) until collection day.

NOTE: If you are not sure what is considered “recyclable”, please call the City of Scottsdale, Solid Waste Division 480-312-5600

SECTION 23.1

Unsightly Items – Rubbish/Trash, Debris & Other

(Adopted May 2022)

Article 5.11 of the Gainey Center Drive Condominium Association Declaration (the “Declaration”) grants to the 8989 Condominium Association the right to adopt and administer Association rules for the regulation and operation of the Condominium. Accordingly, the Board adopts the following Architectural Rule regarding Unsightly Items on the Condominium (both Limited and Common Elements).

Unsightly Items: include, but are not limited to, trash, rubbish, garbage, debris, unsightly materials, or objects of any kind (such as bags, boxes, rags, laundry, detached machinery, equipment, carts, bikes, scooters, skateboards, or fixtures and equipment not a part of the Unit) as determined by the 8989 Board.

(Also see CC&Rs Article 9.8 prohibiting external laundering and drying of clothing, and CC&Rs Article 9.10 prohibiting the repair of detached machinery, equipment, fixtures, or motor vehicles upon the Condominium).

Unsightly items are not allowed to accumulate in Units, Limited Common Elements or Common Elements upon the Condominium and must be regularly removed from Units, Limited Common Elements and Common Elements within the Condominium.

All rubbish, trash, garbage, and debris not disposed of by equipment contained within the Units (such as insinkerators and garbage disposals), **must be** placed in the appropriate City of Scottsdale refuse/trash containers (regular and recycle) by Owners and Occupants for removal from the Condominium by the City of Scottsdale. Garbage/trash/refuse, and debris of any kind **may not** be placed in plastic/paper bags, boxes or other types of containers and left at the curb or upon Limited and Common Elements within the Condominium at any time.

Refuse/Trash containers (both regular and recycle), machinery and equipment not a part of the Units, shall be prohibited upon any Unit unless obscured from view of adjoining Units and Limited and Common Elements.

Refuse/Trash containers (regular and recycle) **must be** stored out of sight within the Unit’s garage. Refuse/Trash containers **may not** be placed at the sidewalk curb for collection until 5:00 pm the day before pickup. Refuse/Trash containers **must be** removed from sidewalk curb by midnight on the day trash collection occurs. *(See 8989 Standards & Rules Section 23).*

Owners and Occupants should contact the City of Scottsdale Waste Management Department for Bulk and Hazardous Waste pickup schedules. Items for disposal by Bulk and Hazardous Materials may not be left outside a Unit on the patio/balcony/deck, driveway or at the curb for an extended period. These items should be hidden from view (preferably within the garage) until collection day.

Owners who lease their Units are required to provide their Tenants information regarding the 8989 CC&Rs and Standards & Rules. Unit Owners are responsible for Rule violations committed by their Tenants.

In addition to an Owner reimbursing the Association for costs identified in the Declaration of Covenants, Conditions, and Restrictions (CC&Rs) Article 6.8 (paragraphs a, b, and d), the 8989 Board has the authority to levy Special Assessments against a Unit and its Owner as designated in the CC&Rs Articles, Bylaws, or Association Rules. CC&Rs Article 9 Use Restrictions specifies Special Assessment levies may be applied for violations of CC&Rs Article 9.11 (Unsightly Items).

A. The following is a summary of the Enforcement Procedures and applicable Special Assessment levy to be applied when enforcing *CC&Rs Article 9.11 Unsightly Items and Section of the 8989 Standards & Rules* (**Board shall work with the Master Association, and HOA Lawyer when appropriate**):

- **First Violation within a 360-day period -**

- A **FIRST written warning** shall be provided by GRCA staff to the Unit Owner outlining the date and violation specifics. Unit Owners who lease their Units are responsible for advising their Tenant of the first warning notice and the need for **immediate correction**. The Owner will reimburse the 8989 Associations for any costs for maintenance, repairs, or replacement incurred in bringing an Owner and his Unit into compliance with the provisions of the 8989 Standards & Rules and CC&Rs Article 9.11. This includes reimbursement for all costs associated with removing unsightly items. A copy of the 8989 Standards & Rules Section 23.1 will be provided by GRCA staff to the Unit Owner at the time of the first violation advisement.

- **Second Violation within a 360-day period -**

- A **SECOND written warning** shall be provided by GRCA staff to the Unit Owner outlining the date and violation specifics. Unit Owners who lease their Units are responsible for advising their Tenant of the second warning notice and the need for **immediate correction**. The Owner will reimburse the 8989 Associations for any costs for maintenance, repairs, or replacement incurred in bringing an Owner and his Unit into compliance with the provisions of the 8989 Standards & Rules and CC&Rs Article 9.11. This includes reimbursement for all costs associated with removing unsightly items.

- **Third Violation within a 360-day period -**
 - A **THIRD and FINAL written warning** shall be provided by GRCA staff to the Unit Owner outlining the date and violation specifics. Unit Owners who lease their Units are responsible for advising their Tenant of the **THIRD and FINAL warning notice** and the need for **immediate correction**. The Owner will reimburse the 8989 Associations for any costs for maintenance, repairs, or replacement incurred in bringing an Owner and his Unit into compliance with the provisions of the 8989 Standards & Rules and CC&Rs Article 9.11. This includes reimbursement for all costs associated with removing unsightly items. The Owner will be advised that if a **fourth violation should occur**, the 8989 Association will begin levying a Special Assessment.
- **Fourth Violation within a 360-day period -**
 - A **FOURTH written violation notice** shall be provided by GRCA staff to the Unit Owner outlining the date and violation specifics. **PLUS, a Special Assessment of \$50 for each occurrence shall be levied to the Unit Owner.** Unit Owners who lease their Units are responsible for advising their Tenant of the fourth written violation notice and the need for **immediate correction**. The Owner will reimburse the 8989 Associations for any costs for maintenance, repairs, or replacement incurred in bringing an Owner and his Unit into compliance with the provisions of the 8989 Standards & Rules and CC&Rs Article 9.11. This includes reimbursement for all costs associated with removing unsightly items.
- **Fifth Violation within a 360-day period -**
 - A **FIFTH written violation notice** shall be provided by GRCA staff to the Unit Owner outlining the date and violation specifics. **PLUS, a Special Assessment of \$100 for each occurrence shall be levied to the Unit Owner.** Unit Owners who lease their Units are responsible for advising their Tenant of the fifth written violation notice and the need for **immediate correction**. The Owner will reimburse the 8989 Associations for any costs for maintenance, repairs, or replacement incurred in bringing an Owner and his Unit into compliance with the provisions of the 8989 Standards & Rules and CC&Rs Article 9.11. This includes reimbursement for all costs associated with removing unsightly items.
- **Sixth and Subsequent Violations within a 360-day period -**
 - A **SIXTH and SUBSEQUENT written violations notices** shall be provided by GRCA staff to the Unit Owner outlining the date and violation specifics. **PLUS, a Special Assessment of \$200 for each occurrence shall be levied to the Unit Owner.** Unit Owners who lease their Units are responsible for advising their Tenant of the sixth and subsequent written violation notices and the need for **immediate correction**. The Owner will reimburse the 8989 Associations for any costs for maintenance, repairs, or replacement incurred in bringing an Owner and his Unit into compliance with the provisions of the 8989 Standards & Rules and CC&Rs Article 9.11. This includes reimbursement for all costs associated with removing unsightly items.

The Special Assessments collected by the 8989 Board from the Unit Owner for the fourth, fifth, sixth, and subsequent violations **shall** be deposited into the 8989 Homeowners Association Reserve Account in accordance with Article 9 of the 8989 Covenants, Conditions and Restrictions (CC&Rs).

RIGHTS OF THE HOMEOWNER

1. Any Homeowner who has been charged a Special Assessment Fee in accordance with this Rule may appeal the Assessment to the 8989 Board of Directors in the manner hereinafter provided.
2. To file such appeal, the Homeowner must submit a written notice of appeal which sets forth the basis on which he or she believes the action to be improper or inappropriate. The written notice of appeal must be filed with a \$45 administrative fee and be received by the Executive Director of the Master Association **on or before** the fifteenth day after the Homeowner has been notified of the Rule enforcement action by the 8989 Board.
3. Upon receipt of the properly submitted notice of appeal, the 8989 Board shall schedule a meeting with the Homeowner within a reasonable time thereafter (within twenty-one days after receipt of the Homeowner's notice of appeal by the Executive Director of the Master Association) at which time the Homeowner may present his or her position to the Board. The 8989 Board shall also consider such other information as may be presented to it, including the records of the Master Association and 8989 Homeowners Association, and all violation reports.
4. The meeting shall not be conducted as a hearing or trial, and the Homeowner need not be present when all information is presented.
5. The collection of the Special Assessment Fee shall be suspended starting from when the Homeowner's written notice of appeal and the \$45 administrative fee is received by the Executive Director of the Master Association until the decision of the 8989 Board has been announced.
6. The collection of the Special Assessment Fee may be reinstated if the meeting between the Homeowner and the Board does not occur within twenty-one days after receipt by the Executive Director of the Homeowner's notice of appeal, because the Homeowner is unable or unwilling to present his or her position to the Board.
7. In deciding whether to uphold or modify the Rule enforcement action, the Board shall either re-instate, modify/adjust, or terminate the amount and collection of the Special Assessment Fee in such a manner as the 8989 Board of Directors deems appropriate after consideration of all the circumstances. Any determination by the 8989 Board shall be final.

SECTION 24

Sign and Flags

(Adopted May 2021; Updated April 2024)

Article 9.2 of the 8989 Covenants, Conditions and Restrictions (CC&Rs) **does not** allow signs to be erected or maintained within an Owner's Unit, Limited Common Elements, and Common Elements of a Condominium (whether in a window or otherwise).

Exceptions are noted in Article 9.2 of the 8989 CC&Rs as follows:

1. Signs required by legal proceeding;
2. One house number identification as originally placed by the Declarant with a face area of seventy-two square inches or less;
3. Such signs, the nature, number, and location of which have been approved in advance by the 8989 Board and the Master Association Architectural Committee; and
4. Street identification and traffic directional signs erected on or adjacent to Gainey Center Drive by the Town Center Association; and
5. Signs allowed in accordance with Arizona Revised Statutes 33-1261 and 33-1808 as noted in the following paragraphs.

Political Signs (Special, Primary and General Elections): In accordance with the Arizona Revised Statutes 33-1261 and 33-1808 the 8989 Association limits the display of political signs as follows:

- **May only** be displayed inside windows of a Unit (considered an association member's property per the CC&Rs) or within and on decks, patios/terraces, and doors (considered Limited Common elements of a Unit per the CC&Rs);
- **May not** be displayed in any of the Common Elements of a Condominium to include, but not limited to, the following:
 - May **not** hang on or from any balcony, deck, railing, roof, and building exterior of the Condominium building; and
 - May **not** be placed on and near turf and gravel areas, or attached to any shrubs, bushes, trees; and
 - May **not** be placed on any areas of the Gainey Ranch golf course.
- **May not** be displayed earlier than 71 days before the day of a primary election;
- **May not** be displayed later than 15 days after the day of the general election;
- **May not** be displayed later than 15 days after the day of a primary election for a candidate who does not advance to the general election;
- Number of political signs is not limited, except the **maximum aggregate total dimensions of all political signs** displayed in a window within an Owner's Unit **shall not exceed nine (9) square feet**;
- Political signs are not required to be commercially produced or professionally manufactured; and
- The use of profanity and discriminatory remarks are prohibited on the signs.

POLITICAL SIGNS (definition): Arizona Revised Statutes 33-1261 Section K, defines a Political sign as “a sign that attempts to influence the outcome of an election, including supporting or opposing the recall of a public officer or supporting or opposing the circulation of a petition for a ballot measure, question or proposition or the recall of a public officer.”

Association Political Signs: In accordance with the Arizona Revised Statutes 33-1261 Section H, and 33-1808 Secs K, the 8989 Association limits the display of association-specific political signs by Association members as follows:

- **May only** be displayed inside windows of a Unit (considered an association member’s property per the CC&Rs) or within and on decks, patios/terraces, and doors (considered Limited Common elements of a Unit per the CC&Rs);
- **May not** be displayed in any of the Common Elements of a Condominium to include, but not limited to, the following:
 - May **not** hang on or from any balcony, deck, railing, roof, and building exterior of the Condominium building; and
 - May **not** be placed on and near turf and gravel areas, or attached to any shrubs, bushes, trees; and
 - May **not** be placed on any areas of the Gainey Ranch golf course.
- **May not** be displayed earlier than the date the 8989 Association provides its members written or absentee ballots for a specific election;
- **May not** be displayed later than three (3) days after the specific election completion;
- Number of political signs is not limited, except the **maximum aggregate total dimensions of all political signs** displayed in a window within an Owner’s Unit **shall not exceed nine (9) square feet**;
- Political signs are not required to be commercially produced or professionally manufactured; and
- The 8989 Association **prohibits the use** of profanity and discriminatory text, images or content based on race, color, religion, sex, familial status, or national origin (as prescribed by Federal or State Fair Housing Laws) on any signs.

Arizona Revised Statutes 33-1261 Section M and Arizona Revised Statutes 33-1808 Section O defines “**Association-specific political sign**” as a sign that supports or opposes a candidate for the Board of Directors or the recall of a Board member or a planned community ballot measure that requires a vote of the association members.

Commercial and Contractor Signs: The posting of contractor or commercial signs (or similar) in Unit windows, Limited Common Elements, and Common Elements of the Condominium and are not allowed in accordance with the CC&Rs. The exception is the placement of a security alarm company’s small decal (or similar) at the base corner of windows or base corner of the front door.

Sale, Lease and Rent Signs: In accordance with the Arizona Revised Statutes 33-1261 Section C, the 8989 Association limits the display of Sale, Lease and Rent signs as follows:

- **One (1) sign may** be displayed in window(s) within an Owner's Unit (considered an association member's property per the CC&Rs);
- Signs **may not** be placed permanently/continuously on any deck/patio wall, balcony, or attached to any railing, roof, and building exterior of the Condominium building (considered Condominium Common Elements per the CC&Rs);
- Signs **may not** be placed permanently/continuously on and near turf and gravel areas, or attached to any shrubs, bushes, and trees (considered to be Condominium Common Elements per the CC&Rs); and
- Signs **may not** be placed permanently/continuously on any areas of the Gainey Ranch golf course;
- **Only** commercially and professionally produced signs may be used;
- Size of a sign offering a property for sale, lease or rent must conform to the industry standard size sign, which **shall not exceed** 18 inches by 24 inches, and the industry standard size sign rider, which **shall not exceed** 6 inches by 24 inches.

(See *Sections 25 and 26 regarding Open Houses and Residential Leases in the 8989 Standards and Rules* for additional information).

Flags: In accordance with Arizona Revised Statutes 33-1261 and 33-1808, the 8989 Association allows the display of the five following flags:

1. The American flag, or an official or replica of a flag of the United States army, navy, air force, marine corps, or coast guard by the Owner of a Unit. The Statute requires the American flag or military flag be displayed in a manner consistent with the federal flag code (P.L. 94-344; 90 Stat. 810; 4 United States Code sections 4 through 10);
2. The POW/MIA flag;
3. The Arizona State flag;
4. An Arizona Indian nations flag;
5. The Gadsden (Don't Tread on Me) flag;
6. A first responder flag. A first responder flag may incorporate the design of one or two other first responder flags to form a combined flag.
7. A blue star service flag or a gold star service flag; and
8. Any historic version of the American flag, including the Betsy Ross Flag. Without regard to how the stars and stripes are arranged on the flag.

The placement and display of flags and banners is subject to **prior approval** by the 8989 Board. The Architectural Committee Application **must** be submitted for review and approval. The Board has the authority to deny the display of a flag or banner other than the eight (8) listed above. See *Section 1 of the 8989 Standards and Rules* for a copy of the Application.

In accordance with the Arizona Revised Statutes 33-1261 Section B, the 8989 Association limits the number, size, and location/placement of the flags listed above, as well as other types of flags and banners, to the following:

- **May not** display more than two flags or banners at any one time;
- **Maximum size** of each flag and banner **may not exceed** 2.5 feet by 4.0 feet;
- **Maximum of two flags or banners** (or one of each) are allowed **only** on and within the **BACK** patios/terraces and decks of Units (considered Limited Common Elements per the CC&Rs);
- **NO** flags or banners may be placed on and within any balcony and deck located on the **FRONT** of a Unit (considered Limited Common Elements per the CC&Rs)
- **NO** flags or banners may be placed on or attached to any railing, roof, and building exterior located on the **FRONT** of the Condominium building (considered Condominium Common Elements per the CC&Rs);
- **NO** flags or banners may be placed, displayed on turf and gravel areas, or attached to any shrubs, bushes, and trees located in the Condominium Common Elements;
- **NO** flags or banners may hang on or from any balcony, deck, railing, roof, and building exterior (front, sides, and back) of the Condominium building (considered Condominium Common Elements per the CC&Rs); and
- **NO** flags or banners may be placed and displayed on any areas of the Gainey Ranch golf course.
- The location of a flagpole to display a flag is limited to the BACK patios/terraces and decks of Units (Limited Common Areas per the CC&Rs) and may not be placed in Condominium Common Areas.
- A **wall mounted flagpole** installed (using a wall bracket/holder) on a membrane deck terrace or patio of a Unit (placed within the Limited Common Area only) is **limited to no more than six (6) feet in length**. The wall bracket/holder color must match the color of the exterior building wall. Maximum number of wall bracket/holders that may be installed is two (2).
- A **garden flag stand** located on the back patio of a Unit (placed within the Limited Common Area only) of a Unit is **limited to no more than five (5) feet in height**. It must be made of wrought iron in either black or deep brown/bronze color. The garden flag stand (with ground spikes at the base) may be used on a membrane deck **only if** placed in a planter or pot with dirt.

Please be considerate of your neighbors when displaying flags and banners of any type. (See *Sections 15 and 16 regarding Exterior Accessories, and Decorations in the 8989 Standards and Rules* for additional information).

Unit owners are responsible for any damage and necessary repairs caused by the use, placement and removal of any signs, flags, banners, and flag poles. The 8989 Association has no responsibility for any damage caused to or by these items.

Contact the GRCA Architectural Coordinator at 480-951-0321 if you have any questions.

SECTION 25

Pool Use

(Adopted May 2021)

The 8989 Community pool is usually heated to about 81 degrees Fahrenheit from mid-October through the end of April. The 8989 Board may adjust this schedule depending on circumstances. The spa is heated at 102 degrees Fahrenheit year-round.

Occasionally the pool will be closed for routine maintenance. We are sorry for any inconvenience this may cause. The Gainey Ranch Community Association pool (located near the Administration building and Estate Club) is available for your use as well.

The Board reminds our residents that the pool furniture (loungers, love seat, chairs, tables, and umbrella) is for use by **all** residents and their guests while enjoying the pool. **Do not remove any furniture items from the pool area for personal use.**

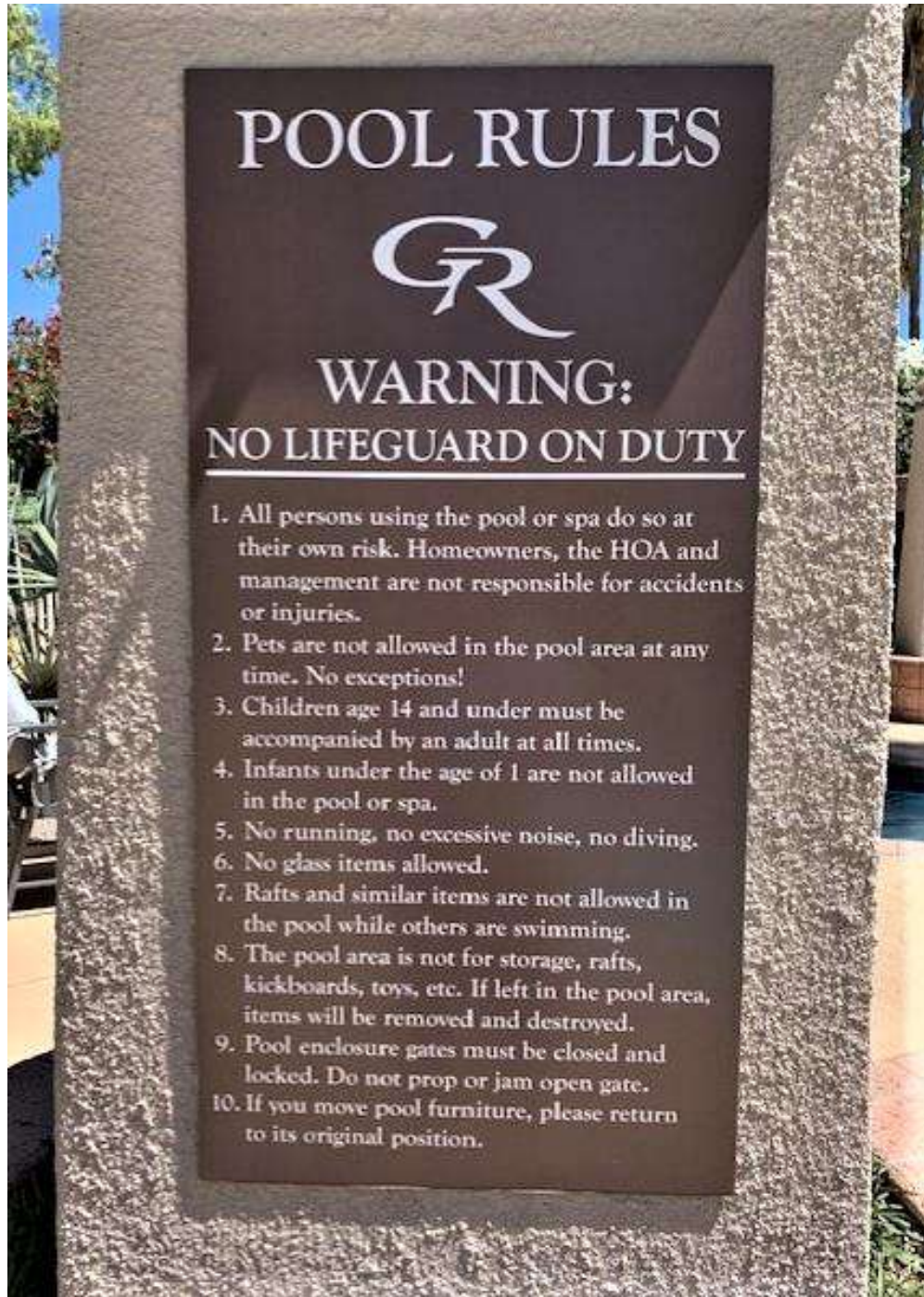
To help keep cushions clean, please use a towel when lying or sitting on the chairs, sofa, or loungers. Please lower the umbrella when you are not using it since an unexpected wind may cause damage. If you move pool furniture around on the pool deck, please return them to the original position as a courtesy to others. The pool area is not for storage of personal items such as rafts, loungers, balls, kickboards, noodles, tubes, toys, swimming goggles, and scuba masks and snorkels, etc. If items are left in the pool area, they will be removed and placed in the trash for disposal.

The 8989 Board wants all residents and guests to enjoy the use of the Community pool. To ensure the health safety of everyone using the 8989 pool facilities, please remember to comply with the rules listed below (these are posted on a column located in the pool area). Non-compliance with these rules may require the pool area to be closed for some time by Maricopa County, the HOA, and GRCA.

- **DO NOT prop or jam open pool entry gates** - Maricopa County requires **all** pool entry gates **always** be closed and locked;
- **No glass items** of any kind are allowed in the pool area. Maricopa County requires the closure of the pool area to drain the pools and spa to ensure the removal of any broken glass;
- Pets of any kind are **not allowed** in the pool area at any time. **NO EXCEPTIONS!**
- Children age 14 and under **must always be accompanied** by an adult;
- Infants under the age of one (1) **must wear swim diapers** when using the pool or spa;
- **No** running or excessive noise;
- **No** diving or jumping into the pool;
- No standing on, or jumping/diving from the pool fountain or planters; and
- Rafts, and similar items are not allowed in the pool while others are swimming.

Please remember there is **NO LIFEGUARD ON DUTY AT THE POOL**. All persons using the pool or spa do so at their own risk. Homeowners, the 8989 Homeowners Association (HOA), and Gainey Ranch Community Association (GRCA) management are not responsible for any accidents or injuries.

POOL RULES POSTED ON COLUMN IN POOL AREA



SECTION 26

Residential Leasing

(Based on GRCA – Updated April 2021)

Article 5.11 of the Gainey Center Drive Condominium Association Declaration (the “Declaration”) grants to the 8989 Condominium Association the right to adopt and administer Association rules for the regulation and operation of the Condominium.

Article 9.14 of the Declaration grants the Board of Directors of the 8989 Condominium Association (the “Board”) the authority to regulate the leasing of a Unit by an Owner. Without exception, no 8989 Unit (residence) shall be leased for less than thirty (30) days, and no Owner may lease less than his entire Unit. However, the minimum lease requirements, in terms of time, may exceed thirty (30) days. Article 9.17 restricts the use of each Unit to a single-family residence.

Pursuant to such authority and to protect and maintain property values and the lifestyle enjoyed at Gainey Ranch, the 8989 Board has adopted the GRCA Master Association Residential Leasing Rules that apply to all homeowners leasing property within the Gainey Ranch Community.

When an 8989 Unit (residence) is leased, each homeowner or their leasing agent is **required** to issue the tenant a Leasing Packet. Leasing Packets can be obtained on the Gainey Ranch Community Association website or from the GRCA Administration Office. The Gainey Ranch Community Association has prepared this packet to acquaint tenants with the community to make their stay enjoyable and to reduce their unintentional violation of our restrictions. **NOTE:** Owners are responsible for their tenant’s compliance with Gainey Ranch Community and 8989 Gainey Center Drive Condominium Association regulations (including the one-dog per unit rule). Please review the 8989 Gainey Center Drive Condominium Association Standards and Rules outlined in this packet.

The Leasing Packet available from the GRCA Administration Office and viewable on the Gainey Ranch Community Association website includes two sections:

- Section 1 is for the homeowner and includes an information letter for the homeowner/realtor/leasing agent, leasing rules, and the Tenant Information Form (which is attached). The Tenant Information Form **must** be completed and returned to the GRCA Administration Office **prior** to the lease start date;
and
- Section 2 is for the tenant and includes important telephone numbers, information about the Estate Club, Golf Club, Hyatt, helpful tips and information, a map of the Gainey Ranch area, and a summary of the most overlooked CC&Rs.

The Tenant Information Form should be submitted to the GRCA Administration Office before the tenant arrives at 8989 so that the data can be entered into the computer system. When completing the form, always include a contact number for the tenant.

You may want to issue the tenant Owner encoded gate access cards since 8989 Gainey Center Drive Condominium is a satellite community protected by an unmanned entry gate. The maximum number of cards a tenant may have is one per vehicle. Each 8989 Unit includes a two-car garage. The Owner or leasing agent **must** retrieve any card(s) issued to a tenant when the tenant leaves.

Membership use rights to common area property (i.e., Daniel C. Gainey Estate Club) is delegated to the tenant for the term of the lease based on GRCA guidelines.

Remember to notify the Gainey Ranch Community Association Administration Office if the terms of the lease change or if the lease is extended. If you do not notify the GRCA Administration Office of any changes, there is the possibility the tenant's information will be deleted from the computer system, and they will no longer be allowed entry to the GRCA and 8989 communities.

Contact the GRCA Administration Office at 480-951-0321 for additional information.



Tenant Information Form

Fax to: (480) 951-0923

E-Mail to: grca@gaineyranchca.com

This form must be received before access will be granted.

IMPORTANT: *Should this lease be extended, please notify the GRCA Administration Office immediately!*

Failure to do so will result in your tenant dropping out of our data base and losing gate access.

OWNER INFORMATION

Name: _____

Contact Phone Number: _____

Community & Lot/Unit #: _____

Email: _____

TENANT INFORMATION

Name(s): _____

Contact Phone Number: _____

Email: _____

Vehicle(s) Plate # & State _____

OWNER'S AGENT INFORMATION

Important – Only list your name and contact information here if you are the agent to follow up with at the end of the lease. Thanks!

Name: _____

Company: _____

Contact Phone Number: _____

Email: _____

Original Term of Lease: From _____ To _____
MM/DD/YYYY MM/DD/YYYY

For GRCA Administration Only

Lease Extension Dates _____

Access Cards to Deactivate _____

RFID Devices to Deactivate _____

SECTION 27

Open House Highlights

(Based on GRCA Rules – Updated April 2024)

Arizona law (A.R.S. 33-1261 Section C) states that open houses are allowed between 8:00 am to 6:00 pm daily.

GRCA sponsored open house showings are permitted between 11:00 am and 5:00 pm on Wednesdays, Saturdays, and Sundays.

GRCA sponsored open houses **must be** registered with the Administration Office. A registration form is attached. Registration must be renewed weekly. For open houses at 8989 Gainey Center Drive, access will be controlled by the security officer at the West Security Plaza.

Non-GRCA approved open houses **must be** registered with the security officer at the West Security Plaza. The realtor(s) must advise the security officer of the address of the open house and a contact telephone number so visitors can be granted access.

Open house signs are limited to **ONE (1) sign per open house** placed at the Unit. In the 8989 Gainey Center Drive Condominium community (on common elements), the open house sign placement is limited to the **driveway or sidewalk curb near the Unit.**

During open house hours, **directional tent signs are permitted** (others will be confiscated).

Nothing may be attached to directional signs (items such as balloons will be removed) except a small, neat sign identifying the unit number in a condominium community.

ONLY ONE (1) directional tent sign is permitted per open house residence. The sign must be placed directly in front of the unit (by the sidewalk or curb). A second, smaller sign may be permitted in condominium communities to help identify a unit entrance.

ONLY ONE (1) directional tent sign is permitted outside the 8989-entrance gate, regardless of the number of open houses in that community **(others will be removed).**

ONLY ONE (1) directional tent sign is permitted within the front gate near the mailbox gazebo to indicate the direction to the unit.

NO signs are permitted in City of Scottsdale rights-of-way **(these will be removed).**

NO signs are permitted on Scottsdale Road, Mountain View Road or Doubletree Ranch Road **(these will be removed).**

NO notes, signs or cards may be placed on or near call box systems **(these will be removed).**

OPEN HOUSE PRIVILEGES WILL BE SUSPENDED FOR 60 DAYS FOR THOSE WHO VIOLATE ANY OF THE 8989 and GRCA OPEN HOUSE RULES.

Contact the GRCA Administration Office at 480-951-0321 if you have any questions.



Open House Registration

Fax to: (480) 951-0923

E-Mail to: grca@gaineyranchca.com

Today's Date: _____

Lot Number: _____

Community Name: _____

Day & Date of Week: _____

Time of Day:
(Anytime Noon-5pm) _____

Agent's Name: _____

Agent's Company: _____

Agent's Contact Number: _____

Price (optional): _____

Deadline for Wednesday Open Houses: Tuesday 1 pm
Deadline for Saturday / Sunday Open Houses: Friday 1 pm

Should you have any questions or concerns, please contact the
Gainey Ranch Administration office at (480) 951-0321.

APPENDIX 1

8989Amend-3-1-1--
GarciaC

Recorded at the Request of:

WHEN RECORDED, MAIL TO: Beth Mulcahy Mulcahy Law Firm, P.C. 3001 E. Camelback Road, Suite 130 Phoenix, Arizona 85016

8989 Gainey Center Drive Condominium Association

**SECOND AMENDMENT TO THE DECLARATION OF CONDOMINIUM AND
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR 8989
GAINEY CENTER DRIVE CONDOMINIUM**

SECOND AMENDMENT TO THE DECLARATION OF CONDOMINIUM AND
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR 8989 GAINEY
CENTER DRIVE CONDOMINIUM ("Declaration") is made this 2nd day of January, 2018, by
8989 Gainey Center Drive Condominium Association ("Association").

RECITALS

A. The Declaration of Condominium and Declaration of Covenants, Conditions and Restrictions for 8989 Gainey Center Drive Condominium dated December 2, 1993 and recorded January 19, 1994 as Instrument No. 1994-0045854, records of Maricopa County, Arizona, as supplemented by First Supplemental Declaration of Annexation to Declaration of Condominium for 8989 Gainey Center Drive Condominium dated March 11, 1994, and recorded March 17, 1994, as Instrument No. 1994-0216633, records of Maricopa County, Arizona and by Second Supplemental Declaration of Annexation to Declaration of Condominium for 8989 Gainey Center Drive Condominium dated April 22, 1994 and recorded April 25, 1994, as Instrument No. 1994-0331907, records of Maricopa County, Arizona, and amended by First Amendment to Declaration of Condominium and Declaration of Covenants, Conditions and Restrictions for 8989 Gainey Center Drive Condominium dated June 27, 1995 and recorded July 21, 1995 as Instrument No. 1995-0426894, records of Maricopa County, Arizona (collectively, the "Declaration"), and subjected the real property described in the Declaration (and any Supplemental Declaration) to the Declaration and required that the property be held, sold, used, and conveyed subject to the easements, restrictions, covenants and conditions, which run with the title to the real property subject to this Declaration.

B. The Declaration is binding on all parties having any right, title or interest in any portion of the Properties, their heirs, successors, successors-in-title, and assigns, and shall inure to the benefit of each owner of any portion of the properties.

C. The Members of the Association wish to amend the Declaration.

D. Pursuant to Article 18.4 of the Association's Declaration, the Declaration may be amended only by vote or agreement of Owners of Units to which at least sixty-seven percent (67%) of the votes in the Association are allocated.

NOW, THEREFORE, the Declaration is hereby amended as follows:

1. Add Article 19 the Declaration as follows:

Article 19. 8989 GAINNEY CENTER DRIVE ENHANCEMENT FEE

Section 1. Except as provided in Section 3 hereof, any person or entity who, on or after February 1, 2018, becomes the Owner of, or otherwise becomes the Owner of controlling legal interest in, a Unit shall immediately pay to the Association an 8989 Enhancement Fee. Subject only to the reasonable discretion of the Board, the transfer of a controlling interest in any entity which owns a Unit shall be deemed a transfer of ownership of such Unit for purposes of this Section, and the purchaser or transferee shall be obligated to pay the 8989 Enhancement Fee provided herein.

Section 2. The 8989 Enhancement Fee shall be in the amount of \$1,500 (one thousand five hundred dollars), subject to the authority of the Board to, in its sole discretion and from time-to-time, increase the fee as warranted by future circumstances. Any such increase by the Board shall (1) be limited to an increase of no more than 20% of the then existing Enhancement Fee and (2) be effective 90 days after the date of written notice to current Unit Owners of such increase.

Section 3. Subject only to the reasonable discretion of the Board, no 8989 Enhancement Fee shall be payable upon any of the following: (i) A transfer or conveyance by devise or intestate succession; (ii) A gratuitous transfer or conveyance between spouses, parent and child, siblings, or grandparent and grandchild; (iii) A transfer or conveyance to or from a corporation, partnership, limited liability company or other legal entity in which the grantor/grantee owns a controlling legal interest; (iv) A transfer or conveyance to the Association or the Master Association; (v) A transfer or conveyance pursuant to a written contract which was fully executed and signed prior to February 1, 2018.

Section 4. All amounts paid to the Association for the 8989 Enhancement Fee shall be deposited and maintained in a separate reserve account and may be expended only for capital improvements, replacements and/or upgrades to Common Elements as determined by the Board. The collection and expenditure of the Capital Contribution Fees touch and concern the Property and are appurtenant to the title of each and every Unit.

Section 5. The 8989 Enhancement Fee shall be in addition to the Community Enhancement Fee imposed by the Master Association.

2. The terms used in this Amendment without definition shall have the same meanings given to such terms in the Declaration (as amended).

- 3. By attesting to this Amendment, the undersigned certify that the amendments to the Declaration set forth in this Amendment were properly adopted in accordance with the requirements of the Declaration.
- 4. Except as expressly amended by this Amendment, the Declaration shall remain in full force and effect. In the event of any inconsistency or conflict between the provisions of this Amendment and the Declaration this Amendment shall prevail.

8989 Gainey Center Drive Condominium Association

BY: [Signature] (Signature)
John J. Michalik (Print Name)
 ITS: President

STATE OF ARIZONA)
) ss.
 COUNTY OF MARICOPA)

The foregoing instrument was acknowledged before me this 12th day of January, 2018, by John J. Michalik, the President of 8989 Gainey Center Drive Condominium Association, an Arizona non-profit corporation, on behalf of the non-profit corporation.

Notary Public: CW Stone
 My commission Expires: August 31, 2019



8989 Gainey Center Drive Condominium Association

BY: [Signature] (Signature)
Charles J. Addy (Print Name)
 ITS: Secretary

STATE OF ARIZONA)
) ss.
 COUNTY OF MARICOPA)

The foregoing instrument was acknowledged before me this 12th day of January, 2018, by Charles J. Addy, the Secretary of 8989 Gainey Center Drive Condominium Association, an Arizona non-profit corporation, on behalf of the non-profit corporation.

Notary Public: CW Stone
 My commission Expires: August 31, 2019



**8989 GAINNEY CENTER DRIVE
CONDOMINIUM ASSOCIATION**

November 21, 2017

Dear 8989 Homeowner:

This letter and the enclosed material relate to a proposal by your Board of Directors to amend the Association's Covenants, Conditions and Restrictions (CC&Rs) to provide for an 8989 Enhancement Fee, in the amount of \$1,500, to be levied on each future purchaser of a Unit at 8989. The Enhancement Fee will be used *only* to fund capital improvements, and will initially be maintained as a separate item in the 8989 reserve account dedicated to the future replacement of the tile roofs on the buildings in our community. After that inevitable project is completed, the funds that will thereafter be accumulated in this account would be available for use in other special community capital improvement projects.

The situation with the roofs at 8989 was explained at length in an *8989 Newsletter* that was distributed to all homeowners earlier this year. It was also discussed at the Annual Homeowners Meeting in March 2017. In a nutshell, that *Newsletter* noted that in late 2016 the Board contracted for a thorough inspection of all of the roofs in the community for two important reasons. One was simply that roofs don't last forever, and 8989 is now more than 22 years old. Second, in the last few years a number of other Gainey Ranch condominium communities, all older than 8989, have faced major reroofing projects, including the Pavilions and 7400 Gainey Club Drive. Some of these communities were not prepared for the financing of those projects, and had to resort to loans and special homeowners financing burdens to cover costs running into the hundreds of thousands of dollars.

The inspections of our buildings resulted in some good news: the tile roofs have generally held up well, not incidentally because in 8989's case (unlike some other Gainey communities) our roofs have a heavier 90 lb. underlayment which is in very good condition. A number of issues were found, though none of an emergency nature: some are being addressed on a continuing basis by Maintenance, while more significant items are being corrected by our roofing contractor.

The bottom line of the tile roof inspection report is that our roofs have a *projected* (not guaranteed) future life of 8-12 years, which would bring them to a total life span of over 30 years, which is very good. Nonetheless, we need to begin to plan for the inevitable replacement and the setting aside of funds to deal with this bill when it comes due, so that at that time the homeowners at 8989 (probably including many of us) aren't faced with a back-breaking one-time assessment or become obligated on community loans to cover the cost.

If the tile roofs had to be replaced today, the estimated cost would be approximately \$288,000. Projecting a 3% annual rate of inflation, the cost in 12 years could easily exceed \$400,000.00. AND both the current \$288,000 figure and the projected cost 12 years hence are based on (a) costs for roof-stripping and replacing all underlayment and supporting flashings, etc.

but (b) being able to reuse substantially all of the existing tiles (which themselves have a much longer life). If a substantial number of the tiles need to be replaced, the cost would increase.

As you know, part (right now it is \$36/unit) of the current monthly assessment goes to reserve funds which have been in existence for some years to fund big projects like the street resurfacing that was just completed, building repainting, and other capital items that have extended life spans. That also includes funds for recoating the flat *foam* roofs on our buildings on a 10-year cycle. Perhaps because the life span of the *tile* roofs is so long, no dedicated reserve for this sort of project was set up when the community was built – a situation that is not unusual in condominium communities in warmer climates like Arizona.

To plan for and substantially meet this future necessity and obligation your Board has a three-part plan. *Part One* involves the Enhancement Fee described in the first paragraph of this letter and in the enclosed proposed CC&Rs amendment. We believe it is appropriate to require future owners to financially participate in a plan from which they will directly benefit. *Part Two* involves an \$8 increase (beginning in January 2018) in the monthly reserve assessment, with that \$8 earmarked for the roofing project in the same way parts of the monthly assessment are earmarked for future street resurfacing, etc. *Part Three* would involve a reevaluation of projected costs in about 5 years to assess the need for any further steps or adjustments to cover the cost when the roofing project is actually undertaken.

Enhancement Fees to cover future capital improvements/replacements have previously been adopted in a number of Gainey communities, including Golf Cottages, The Legend, and The Oasis.

Please specifically note the important language of Section 3 of the Proposed Article 19 and the transactions it exempts from imposition of the 8989 Enhancement Fee.

The Enhancement Fee can be authorized only by adding the enclosed Article 19 to the 8989 CC&Rs. Any such amendment to the CC&Rs requires approval by at least 67% of the owners of units - which means 49 of the 72 homeowners at 8989. Consequently, it is important that you submit and record your approval of this amendment – not doing so would effectively be a “vote” against the amendment and this financing mechanism.

Enclosed is a form for use in recording your approval and (for U.S. residents) an addressed, postage-paid envelope for your use in returning the completed form. The completed form may also be dropped off at the GRCA office, or scanned and e-mailed as an attachment to grca@gaineyranchca.com. **These written approvals must be received at the GRCA administration office on or before December 22, 2017 to be valid.** APPROVED BY OWNERS

Please take the time now to consider this important matter. Your Board urges that you approve this new 8989 Enhancement Fee, payable by unit purchasers and effective on closings on or after February 1, 2018.

8989 Board of Directors:

Chuck Addy, Mel Brody, Jeri Dunitz, Mick Higley, and John Michalik

8989 GAINNEY CENTER DRIVE CONDOMINIUM ASSOCIATION

DATE: June 1, 2019

TO: All Homeowners, 8989 Gainey Center Drive Condominium Association

FROM: 8989 Board of Directors

SUBJECT: 8989 ENHANCEMENT FEE - \$1,800 EFFECTIVE SEPTEMBER 1, 2019

At its May 20, 2019 Board Meeting, the 8989 Board of Directors approved increasing the 8989 Enhancement Fee by \$300 (20%) to \$1,800. This Fee will, by its terms, take effect for transfers and conveyances (except for those specifically exempted from payment of the Fee under Section 3 of the CC&R Article 19) that close escrow on or subsequent to September 1, 2019.

Amendment 19, Section 2 of the 8989 Gainey Center Drive Condominium CC&Rs provides the Board the authority to increase the Enhancement Fee “as warranted by future circumstances. Any such increase by the Board shall (1) be limited to an increase of no more than 20% (\$300) of the existing Enhancement Fee (\$1,500) and (2) be effective 90 days after the date of the written notice to current Unit Owners of the increase.”

By the terms of Article 19, Section 4, all amounts paid to the Association for the Enhancement Fee will be deposited and maintained in a separate Reserve Account dedicated to capital improvements, replacements and/or upgrades to Common Elements.

Currently, \$1,500 of the Enhancement Fee is earmarked for the Tile Roof Replacement Project in 2028/29. The Board has earmarked the additional \$300 for the Street Rubberized Asphalt Overlay Project scheduled for 2027. After these projects are completed, the funds that will thereafter be accumulated in this account would be available for use in other community capital improvement, replacements and/or upgrade projects.

Currently \$51 of the per unit monthly assessment is deposited to the Reserve Fund which has been in existence for many years to fund large projects, including (but not limited to) street slurry sealing, building repainting, flat roof recoating, deck resurfacing, landscape renovation/replacement (such as trees, plants, gravel, lights, irrigation), lake repair/maintenance, tile roof replacement, and other capital reserve items that have extended life spans. Perhaps, because the life span of the streets could be extended for a long period of time by slurry sealing, no dedicated reserve for the road asphalt overlay was established when the community was built – a situation that is not unusual in condominium communities located in warmer/milder climates.

However, the GRCA Staff has indicated the 8989 streets are deteriorating and will be in poor condition in another seven (7) years. The life span of the streets has been extended as much as possible by performing periodic slurry sealing. Staff recommends the Board plan for the street asphalt overlay in 2027. Currently, the 8989 Reserve Fund provides only an estimated \$13,800 every seven (7) years for street slurry sealing. This amount is insufficient to cover the estimated \$77,000 required to do the street asphalt overlay in 2027.

8989 Enhancement Fee Board Memo

June 1, 2019

Page 2 of 2

To plan for and meet the future need for the Street Asphalt Overlay Project, the Board has established a four-part plan:

Part One: involves increasing the Enhancement Fee by \$300 (to \$1,800). Based on an average of seven (7) unit sales/year, this should generate \$14,700 towards the cost of the asphalt overlay. As with the Tile Roof Replacement, the Board believes it is appropriate to require future owners to financially participate in a plan from which they will directly benefit.

Part Two: involves delaying the street slurry sealing normally scheduled every seven (7) years and applying the estimated \$17,700 accumulated for the slurry sealing (over nine (9) years instead of seven) to the cost of the street asphalt overlay project.

Part Three: involves a yet to be determined increase to the Reserve Fund monthly reserve assessment (from 2020 to 2027) which will be earmarked to fund the remaining \$44,700 needed for the Street Rubberized Asphalt Overlay Project. The amount and timing of the increase will be based on an analysis of the Reserve Fund Cash Flow Model.

Part Four: involves continued monitoring and reevaluation of the Reserve Fund Cash Flow Model assumptions to determine any additional steps or adjustments necessary to cover the cost of the Street Rubberized Asphalt Overlay Project when it is undertaken.

If you have any questions, please direct them to the 8989 Board of Directors or GRCA Staff via e-mail using the general Gainey Ranch e-mail address: GRCA@gaineyranchca.com.

8989 GAINNEY CENTER CONDOMINIUM ASSOCIATION
MEMORANDUM

TO: ALL 8989 ASSOCIATION HOMEOWNERS
FROM: 8989 BOARD OF DIRECTORS
DATE: DECEMBER 1, 2021
SUBJECT: 8989 ENHANCEMENT FEE - \$2,160 EFFECTIVE MARCH 1, 2022

At its November 29, 2021 Business Meeting, the 8989 Board of Directors approved increasing the 8989 Enhancement Fee by \$360 (20%), from \$1,800 to \$2,160. This Fee will, by its terms, take effect for transfers and conveyances (except for those specifically exempted from payment of the Fee under Section 3 of the CC&R Article 19) that close escrow on or after March 1, 2022.

Amendment 19, Section 2 of the 8989 Gainney Center Drive Condominium CC&Rs provides the Board the authority to increase the Enhancement Fee “as warranted by future circumstances. Any such increase by the Board shall (1) be limited to an increase of no more than 20% (\$360) of the existing Enhancement Fee (\$1,800) and (2) be effective 90 days (on March 1, 2022) after the date of the written notice to current Unit Owners of the increase.”

By the terms of Article 19, Section 4, all amounts paid to the Association for the 8989 Enhancement Fee will be deposited and maintained in a separate reserve account dedicated to capital improvements, replacements and/or upgrades to the Common Elements.

The \$2,160 Enhancement Fee deposited into the reserve account is allocated for the following capital improvement projects:

- \$1,860 for the Tile Roof Replacement Project;
and
- \$300 for the Street Asphalt Overlay Project.

After these projects are completed, the funds that are thereafter accumulated in this reserve account from the 8989 Enhancement Fee will be available for other capital improvement, replacements and/or upgrade projects to the Condominium Common Elements.

If you have any questions, please direct them to the 8989 Board of Directors or GRCA Staff via e-mail using the general Gainney Ranch e-mail address: GRCA@gainneyranchca.com.

8989 GAINNEY CENTER CONDOMINIUM ASSOCIATION
MEMORANDUM

TO: ALL 8989 ASSOCIATION HOMEOWNERS
FROM: 8989 BOARD OF DIRECTORS
DATE: DECEMBER 1, 2022
SUBJECT: 8989 ENHANCEMENT FEE - \$2,592 EFFECTIVE MARCH 1, 2023

At its November 29, 2022, Business Meeting, the 8989 Board of Directors approved increasing the 8989 Enhancement Fee applied to Unit sales by \$432 (20%), from \$2,160 to \$2,592. This Fee will, by its terms, take effect for transfers and conveyances (except for those specifically exempted from payment of the Fee under Section 3 of the CC&R Article 19) that close escrow on or after March 1, 2022.

Amendment 19, Section 2 of the 8989 Gainney Center Drive Condominium CC&Rs provides the Board the authority to increase the Enhancement Fee “as warranted by future circumstances. Any such increase by the Board shall (1) be limited to an increase of no more than 20% [432] of the existing Enhancement Fee [\$2,160] and (2) be effective 90 days after the date of the written notice [March 1, 2023] to current Unit Owners of the increase.”

By the terms of Article 19, Section 4, all amounts paid to the Association for the 8989 Enhancement Fee will be deposited and maintained in a separate reserve account dedicated to capital improvements, replacements and/or upgrades to the Common Elements.

The \$2,592 Enhancement Fee deposited into the reserve account is allocated for the following capital improvement projects:

- \$2,292 for the Tile Roof Replacement Project;
and
- \$300 for the Street Asphalt Overlay Project.

After these projects are completed, the funds that are thereafter accumulated in this reserve account from the 8989 Enhancement Fee will be available for other capital improvement, replacements and/or upgrade projects to the Condominium Common Elements.

If you have any questions, please direct them to the 8989 Board of Directors or GRCA Staff via e-mail using the general Gainney Ranch e-mail address: GRCA@gainneyranchca.com.

8989 GAINNEY CENTER CONDOMINIUM ASSOCIATION
MEMORANDUM

TO: 8989 COMMUNITY ASSOCIATION HOMEOWNERS
FROM: 8989 BOARD OF DIRECTORS
DATE: DECEMBER 1, 2023
SUBJECT: 8989 ENHANCEMENT FEE - \$3,100 EFFECTIVE MARCH 1, 2024

At its November 28, 2023, Business Meeting, the 8989 Board of Directors approved increasing the 8989 Enhancement Fee applied to Unit sales from \$2,592 to \$3,100.

This Fee will, by its terms, take effect for transfers and conveyances (except for those specifically exempted from payment of the Fee under Section 3 of the CC&R Article 19) closing escrow on or after March 1, 2024.

Amendment 19, Section 2 of the 8989 Gainey Center Drive Condominium CC&Rs provides the Board the authority to increase the Enhancement Fee “as warranted by future circumstances. Any such increase by the Board shall (1) be limited to an increase of no more than 20% of the existing Enhancement Fee and (2) be effective 90 days after the date of the written notice to current Unit Owners of the increase.”

The \$3,100 Enhancement Fee deposited into the reserve account is allocated for the following capital improvement projects:

- \$2,500 for Tile Roof Replacement;
- and
- \$600 for Street Asphalt Overlay.

If you have any questions, please direct them to the 8989 Board of Directors or GRCA Staff via e-mail using the general Gainey Ranch e-mail address: GRCA@gaineyranchca.com.