

GAINNEY RANCH
COMMUNITY ASSOCIATION

MASTER ARCHITECTURAL COMMITTEE RULES

7720 GAINNEY RANCH RD -- SCOTTSDALE, AZ 85258

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SECTION 1

INTRODUCTION

MASTER ARCHITECTURAL COMMITTEE MISSION STATEMENT

Gainey Ranch was developed as one of the premier communities in Scottsdale.

The primary goal of the Gainey Ranch Master Architectural Committee (hereinafter may also be referred to as "MAC") is to guide and facilitate homeowners in the improvements to their properties, and to ensure the Gainey Ranch quality standards and overall architectural and landscape themes are continued to maintain value for the entire community. To meet this goal the MAC may incorporate new design concepts to update and maintain properties. The original lush oasis character and resort theme shall be maintained while addressing water conservation initiatives. The objective is to enhance real estate values and uphold Gainey Ranch as one of the most desirable communities in Scottsdale.

The Master Architectural Committee endeavors to maintain the quality of life at Gainey and to ensure fairness, openness and satisfaction during the architectural review process. We strive to say YES wherever possible while maintaining the integrity and ambiance of the overall ranch.

- A. Gainey Ranch, a mixed-use luxury community created to enhance the many benefits of the Scottsdale lifestyle, consists of approximately 560 acres of the 640-acre working ranch originally owned by Daniel C. Gainey. There are a variety of residences clustered around a 27-hole golf course and a Town Center. These residences range from condominiums and patio homes to single family and custom estate homes. All are included in a sophisticated security system featuring manned entry plazas and roving patrols, which monitor access to the residential neighborhoods and recreation areas. Gainey Ranch features the semi-private Gainey Ranch Golf Club owned by Invited Clubs., the Grand Hyatt Regency Scottsdale, the Gainey Ranch Financial Center, and the Town Center consisting of the Corporate Center's luxury offices and the Shops at Gainey Ranch retail establishments.
- B. All remodeling, re-landscaping, building and construction on Gainey Ranch is required to reflect designs that are site-sensitive and responsive to climate, using elements of mass, shadow, color and texture befitting the status of Gainey Ranch. Colors and materials are limited to a select palette, as specified in the Design Guidelines and Standards. Buildings will be low in scale, blending with and visually becoming a natural extension of the golf course landscape and Gainey Ranch environment. Site and landscape design with water conservation in mind is an important part of the architectural statement.
- C. The designers have carefully composed building elements, plant material, walls, fences, paving and miscellaneous hardscape elements, to reinforce the park-like setting created by the adjacent Gainey Ranch golf course. It is prudent for the committee to keep abreast with current styles and trends as driven by the competition and the demanding public. Our mission is to grow and change with the times to ensure our real estate values and quality of life lead the marketplace as one of the most desirable communities in Scottsdale. Buildings are part of the landscape. For this reason, the design guidelines for this community prohibit:
 - 1. Designs that, in the opinion of the Master Architectural Committee, do not visually relate with either surrounding homes or the design theme from the golf course or that detract from neighbors' privacy.

- D. These guidelines establish the framework for a cohesive neighborhood that helps to protect and adds to the value and special enjoyment, which is the foundation for each residence on Gainey Ranch. It is important to note that certain guidelines will vary between individual satellites. Multifamily homes by nature may require more rigid guidelines than single-family residences. In the end, it is essential to tie in to the overall ambiance of Gainey Ranch as "Your Oasis in the Desert"
- E. Construction and landscaping within Gainey Ranch shall be in accordance with designs as approved by the MAC. All work shall be performed in compliance with the Declaration of Covenants, Conditions, Restrictions, Assessments, Charges, Servitudes, Liens, Reservations and Easements for Gainey Ranch (the "CC&Rs"), these Master Architectural Committee Rules and all applicable statutes, codes and ordinances.

Any Owner and/or Owner's contractors who violate any portion of these Master Architectural Committee Rules or fails to construct its improvements, or to otherwise perform its work, on Gainey Ranch in a good and workmanlike manner, in a manner consistent with the quality standards established in Gainey Ranch and in conformance with all applicable statutes, codes and ordinances, may be fined, or have its right to construct improvements on Gainey Ranch temporarily suspended by the MAC. After repeated violations, the contractor may be permanently barred by the MAC from making any improvements on Gainey Ranch. Homeowner fines for their contractors' failure to follow MAC rules, may be fined according to the MAC Fine schedule in Article III, section B,4.

If the contractor continues to violate the GRCA and MAC rules, the contractor may be barred Any such suspension and/or bar shall be at the sole discretion of the Master Architectural Committee on the basis of the information presented or known to it. However, no suspension or bar shall be imposed unless and until the contractor has been given the opportunity to present to the Master Architectural Committee its position with respect to the circumstances giving rise to the possible bar and suspension. Such bar or suspension may be implemented in such a manner as may be deemed appropriate by the Master Architectural Committee, including but not limited to a refusal to approve the construction of improvements to be built, in whole or in part, by any suspended or barred contractor.

Any contractor aggrieved by the decision of the Master Architectural Committee to suspend or bar such contractor may appeal the decision in writing to the Board of Directors of the Association. Still, such suspension or bar shall be in effect during the appeal period. Such appeal must be made within ten (10) days after the written decision by the Master Architectural Committee is given to the contractor. The written appeal shall include the basis for such appeal and all documents supporting the aggrieved contractor's position. The Board shall meet within fifteen (15) working days after receipt of the appeal, when the contractor will be allowed to present its case to the Board. The Board will respond with a final written decision to the contractor within ten (10) working days.

When implementing a bar or suspension, the MAC must ensure the following process has been followed. (1) the contractor has been given the opportunity to present to the MAC its position with respect to the circumstances giving rise to the possible bar or suspension, and be informed they can appeal the MAC decision to the GRCA Board; (2) the Association allows existing contracts to be completed; (3) the Association gave the contractor proper notice in accordance with the MAC Guidelines; and (4) the Association gave the entire membership proper notice (to avoid the possibility of an owner entering into a contract with the contractor without being aware of the ban).

SECTION 2

ARTICLE I

REVIEW PROCEDURES

- A. The Master Architectural Committee has been organized to assist owners in complying with the Design Guidelines and Standards for Gainey Ranch. All preliminary concepts and final construction documents for construction, remodeling, re-landscaping or landscape removal (hereinafter referred to as "construction") on Gainey Ranch **must be reviewed and approved** in writing by both the Satellite & GRCA Master Architectural Committees before construction or before starting any work activity related to the project. It must be in accordance with these guidelines.
- B. The MAC has adopted guidelines upon which all requests for actions or approvals from the Master Architectural Committee must be submitted at a minimum, the Friday before the scheduled MAC meeting. The MAC has the right to defer any plans submitted after the prior Friday, and move them to the next scheduled meeting. The Review Process Submittal Checklist (Section 3) shall indicate the number of copies of each set of plans, specifications, site plans, or other documents that must accompany applications when submitted. All applications, together with related plans, fees, and documentation, shall be submitted to the Master Architectural Committee Coordinator at the Administration Office. For a schedule of fees, refer to Section 2, Article III.
- C. The Master Architectural Committee will determine the appropriateness of requests as they relate to the existing design theme of the community.
- D. The Master Architectural Committee shall meet every other Thursday at 1:30 PM unless there are no items on the agenda to review. The Architectural Committee Coordinator may call special meetings upon two (2) days prior notice to the other members. The Master Architectural Committee shall consist of not less than three (3) resident members and not more than seven (7) members, four (4) of which shall be Gainey Ranch homeowners and one; a professional landscape architect and one professional architect; all subject to their appointments by the master board (Refer to Exhibit A for homeowner member details).

The GRCA Board of Directors may appoint alternate members from time to time. A quorum for each meeting shall consist of a majority of the members. An alternate member may participate at any meeting in which there is not a quorum of regular members present. The alternate may constitute a quorum by their presence and shall have the full authority of a regular member while participating. The Master Architectural Committee may retain the services of other technical professionals on a consulting basis from time to time as need arises.

- E. Completed applications and plans submitted on behalf of a resident, may choose to ask for conceptual approval prior to the submission of a final completed application. This approval will serve to expedite the design process and minimize the need for costly design revisions. Using a design professional may expedite the approval process. Information that must be provided prior to final construction documents approval is included in the Review Process Checklist.
- F. 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) working 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 **or in an email to the attention of the Gainey Ranch Executive Director, requesting** 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.

- G. In some instances it may, in the opinion of the Master Architectural Committee, be advisable to make adjacent owner(s) aware that an application for Master Architectural Committee approval has been submitted for any structure or improvement, which can be viewed from adjoining property. In such instances, the Master Architectural Committee shall issue a written notice, including a copy of the proposed plans or a location where said plans may be reviewed, to the designated adjacent owner(s) and provide them an opportunity to respond to the application.
- H. Any owner aggrieved by the decision of the Master Architectural or Satellite Committee may appeal the decision in writing to the GRCA Board of Directors. Such appeal must be made within thirty (30) days after the written decision by the Master Architectural Committee is mailed to the applicant. If a valid appeal is received from an owner other than the applicant, the Master Architectural Committee shall immediately notify the applicant of such appeal. Such notice shall also inform the applicant that construction during the appeal period is not permitted and if continued shall be at applicant's own risk. The written appeal shall include the reasons for such action and shall include all documents supporting the aggrieved owner's position. The Board's representatives shall meet within fifteen (15) working days of receipt of the appeal at which time the applicant will be given the opportunity to present their case. The Board will respond with a final written decision to the applicant within fifteen (15) working days. Any owner will not be considered aggrieved unless adversely affected.
- I. Construction meetings:
 - 1) The MAC Coordinator will provide to the applicant the Construction rules and any final considerations by the MAC committee or GRCA Management.
 - 2) Upon completion of the work, a final on-site meeting is required with the maintenance department, architectural coordinator and the owner or owner's representative for compliance with the approved plans.
- J. If changes in the approved design are found after final approval, the Master Architectural Committee or architectural coordinator prior to any construction must specifically approve the changes. It is the responsibility of the owner to comply with the design guidelines review procedure. Administration of the design guidelines is under the jurisdiction of the Gainey Ranch Community Association. Unapproved changes may be subject to a fine.
- K. The Master Architectural Committee and/or coordinator may review all construction at any state of completion on-site and provide notice of unapproved construction or activities. Failure to identify at any time during construction such non-compliance does not constitute approval by the Master Architectural Committee or compliance with these guidelines. Unapproved changes may be subject to a fine.
- L. The Owner or subsequent owner must start construction within twelve (12) months and start landscaping within six (6) months after receiving approval by the Master Architectural Committee or all approvals shall be invalid and re-submittal shall be required prior to any construction.
- M. All new construction and major remodeling must be **completed** within twelve (12) months from the start of construction. Pools, spas, small structures, minor remodeling, and other major hardscape

revisions must be completed within six (6) months of the start date. All landscape and or minor hardscape revisions must be completed within three (3) months of the start date. The Master Architectural Committee shall be the sole judge as to whether the proposed improvement constitutes a major or minor remodel or hardscape installation. If projects extend beyond either the 6 or 12 months from the originally approved project, , the resident must notify the MAC of these extended timelines. Any such improvement remaining uncompleted after the deadline expires may at the option of the Master Architectural Committee, be:

- 1) Completed by the **GRCA** at the owner's expense.
 - 2) Removed by the **GRCA** and the area returned to its original condition at the owner's expense.
 - 3) Allow the existing condition to remain as is, and allow the contractor extended time to complete the project.
- N. The owner shall notify the Architectural Coordinator within ten (10) days after all construction and site improvements have been completed. Upon receipt of such notice or any other time deemed appropriate, the Master Architectural Committee and/or coordinator may inspect and notify the owner of any construction or improvements which the Master Architectural Committee and/or coordinator believes to not be in compliance with the approved plan. Any construction or improvements not in compliance with the approved plans must be corrected within thirty (30) days of the Master Architectural Committee and/or coordinator's notification of non-compliance or the Master Architectural Committee and/or coordinator in conjunction with the GRCA may complete it at the owner's expense, remove it, or allow the existing construction to remain.
- O. Any construction not specifically approved in writing by the Master Architectural Committee and/or coordinator must be approved, modified, or removed as required by the Master Architectural Committee at the owner's expense. Failure to do so may result in a fine.
- P. The Master Architectural Committee determines if the proposed construction is consistent with the design guidelines. The owner assumes all liability and responsibility for proper engineering, design, construction, applicable city, state, county, federal, etc., permits and approvals and the Master Architectural Committee shall have no duty or responsibility for any of these items.
- Q. Upon final approval of plans, plats, details, etc., required for construction, the owner will provide to the Master Architectural Committee one complete record set of all approved plans, plats, etc., for its files.
- R. The Master Architectural Committee shall maintain and safeguard complete written records of all submittals for approval submitted to it (including one set of all preliminary sketches and all architectural plans), of all actions of approval or disapproval and of all other actions taken by it under the provisions of the rules.
- S. Any approval of plans, specifications or proposed construction given by the Master Architectural Committee shall be only for the purpose of permitting construction of proposed improvements on Gainey Ranch. Such approval shall not constitute an approval, ratification or endorsement of the quality of architecture or engineering soundness of the proposed improvements or of their compliance with any applicable law or governmental permits required and neither the Master Architectural Committee nor the Board of Directors shall have any liability for any defects in the plans, specifications or improvements.

T. The Master Architectural Committee may change and/or delete any of the preceding rules and procedures, as it deems necessary to apply or enforce the rules and standards.

SECTION 2

ARTICLE I

EXHIBIT A

PREFERENCE CRITERIA FOR SELECTING HOMEOWNER MEMBERS OF THE MASTER ARCHITECTURAL COMMITTEE

Number

Effective April 1, 2009, the GRCA Board of Directors may designate up to five (5) Gainey Ranch homeowners as regular voting members of the Master Architectural Committee. A GRCA Board Member must be the chairperson of the MAC. The Master Architectural Committee shall also consist of two additional non voting members: Landscape Architect and Professional Architect. The GRCA Executive Director shall be an alternate MAC member and will chair the committee when GRCA Board members are not in attendance. The Executive Director and the Architectural Coordinator shall assist the MAC process by collecting and presenting information to assist in the decision process. In addition the board may appoint any alternate members.

1.The Board of Directors will endeavor to create as broad a community representation on the Committee as is reasonably possible and will seek to minimize seating two or more Committee members from the same community. However, if no alternative candidates are available from other communities , the Board may seat two Committee members who reside in the same community. Such a situation will be reviewed upon the acquisition of additional volunteers. The Board of Directors may remove duplicative members residing within the same satellite community.

Homeowners should be familiar with architectural definitions and the universal language of architecture: possess the ability to read drawings and "blue prints" and to visualize how changes will impact the surrounding area and also visualize what the end product will look like. Finally, homeowner members should understand the legal requirements of the Architectural Control process as covered in the governing documents and the requirement to follow the guidelines.

Term of Office

In the ordinary course, all committee memberships shall expire after two years, . as of the date of the scheduled GRCA Master Board of Directors' meeting following the annual meeting of the Gainey Ranch Community Association. The Board of Directors shall appoint the committee members at said meeting.

The Board of Directors may nominate previous members as well as first-time members.

Removal

Any homeowner member who misses three consecutive Master Architectural Committee meetings may be removed from the Master Architectural Committee by a majority vote of the remaining members. The number of Master Architectural Committee members shall then be automatically reduced for the remainder of the calendar year unless the Board decides to appoint a replacement. Any Master Architectural Committee member may be removed by Board action at any time.

SECTION 2

ARTICLE II

APPLICATION APPROVAL PROCESS

A. Requires Approval of Both the GRCA Master Architectural Committee and Satellite Architectural Committee:

Applications are required for any interior (Condominiums only) or exterior changes (including backyards that face the Golf Course), alterations, or additions for which there are no comprehensive written standards or specifications. They include architectural changes to a residential unit including but not limited to , additions, full or partial interior renovations, painting, patio renovations, , or changes to the yard, such as landscape/hardscape, walls, fences, gates, swimming pools/spas, ramadas, and barbecues,

1. An application is submitted to the Architectural Coordinator, who gathers the relevant materials, puts the application on the agenda of the Master Architectural Committee, and ensures that the Satellite Architectural Committee has reviewed and approved the submission before the MAC meeting.. if necessary, encourages the owner or contractor to attend the Committee meeting. All completed Applications that are submitted by the prior Thursday to a regularly scheduled MAC meeting, will be reviewed at that MAC meeting.

The application must include the following:

- a. A completed architectural request form including a detailed description of the entire project scope.
 - b. Name, contact information, and ROC# for all contractors to be used on the project.
 - c. Current photos of the items being replaced or removed..
 - d. Detailed drawings, renderings, and photos for the proposed changes.
 - e. Detailed descriptions of any doors or window replacements, including Color, Style, Glass Type, R factor, and size
 - f. Detailed description of every plant, bush, tree , or succulent, including their size as provided on the current GRCA approved plant list
 - g. Color and style details of all exterior roofing, tiles and pavers.
 - h. Structural engineering reports if applicable,
 - i. City of Scottsdale permits, if required.

2. An application fee may be required with a completed application. Refer to Section 2, Article III for fee schedules. .

3. When an application is considered fully completed and acceptable , the Architectural *Coordinator* will send the basic information to the GRCA Master Architectural Committee members and applicant via e-mail for their consideration at the next scheduled meeting. The applicant shall receive a dated receipt acknowledging the completed application as per Exhibit **G below**.
4. The GRCA Master Architectural Committee considers the application and makes a site visit if necessary. Additional information may be requested for further consideration of the application at the next meeting of the Master Architectural Committee.
5. The approval of the Satellite Architectural Committee, together with the GRCA Master Architectural Committee's approval, is required. If not approved by either of the two committees, the applicant is notified and may then submit an amended application if appropriate. Lack of agreement between the GRCA and the satellite committees can usually be resolved. If not, and the GRCA or satellite committee denies the application, the applicant may appeal to the GRCA Board of Directors within the prescribed time limits of thirty (30) days. By Section 2, Article I, H (See also Section 2, Article II, C, below).
6. The MAC may:
 - a) Deny the application
 - b) Approve the application (**with or without recommendations**)
Recommendations are not mandatory.
 - c) Approve it with stipulations. Stipulations are mandatory.
 - d) Table action with recommendations and/or requesting additional information

In the event that action is tabled, the application decision date shall automatically extend **in accordance with Section 2, Article I F. above**. The applicant shall notify the committee of whether or not to accept the recommendations. If the applicant elects not to take the recommendations or fails to submit requested additional information, then the committee shall deliver a final decision based on actions a) through c) within Section 2, Article 2
7. When both the GRCA and the satellite committees have approved the application, the owner may proceed with the project under the coordinator's oversight after receiving the approval letter with any stipulations.

EXHIBIT G

RECEIPT OF APPLICATION

Thank you for your application for architectural review which is hereby dated _____. You are certainly permitted, and it is suggested that you attend the GRCA Master Architectural Committee (MAC) meeting. If the committee has any questions that only the homeowner would know the answer to, it would be in your best interest to be available to answer them.. Your architect or contractor may attend with you , or represent you in this meeting.The MAC currently meets every other Thursday at the Gainey Ranch Estate Club at 1:30 P.M.

Your application requires MAC and your satellite community's approval before any work commencing at your property. Your application may be approved, denied or referred back to you with recommendations or stipulations. Should your application be denied, you can file a written appeal to the Master Board within thirty (30) days of denial.

Payment of application fees, if any, for your application _____have,____ have not, or ____ are waived.

Fee amount received _____.

STAFF APPLICATION

MAC APPLICATION

B. Applications that Require Approval Only of the Satellite Architectural Committee and GRCA Staff :

These include exterior changes, alterations, or additions for which written standards or specifications exist, but some individualization is requested. Additionally, this approval process may be used for exterior improvements that are the same as previously approved landscaping (replacing dead plants with the same species), or hardscape elements. Examples also include decorative accessories, roof tile, gutters and downspouts, painting with approved satellite house colors, and sun control devices, and wind chimes. Wind chimes should have written approval of the immediate neighbors prior to submitting the request to the Architectural Committee.

1. An application is submitted to the Coordinator, who forwards it to the Satellite Architectural Committee with additional materials as necessary, for the coordinator's and satellite's approval. Application fees are waived for staff approvals.
2. If not approved, the applicant is notified and may then submit an amended application if appropriate. If requested by the satellite committee or the applicant, a rejected application may be forwarded to the GRCA Master Architectural Committee for its consideration. Lack of agreement between the satellite and the GRCA committees can be resolved. If not resolved, the applicant may appeal to the Master Board as prescribed.

C. Lack of Agreement between MAC and Satellite When Satellite Cannot Agree

Should the MAC determine that the satellite is at an impasse and not able to make a decision due to:

1. A tie vote amongst the satellite committee or
2. Their decision to defer to the MAC or
3. Any dispute that renders the satellite incapable or unable to render a decision in the opinion of the MAC.

Then, in such cases, the MAC shall be the sole determinant of the approval of the application by Section 2, Article II, A 6, above. In addition, if in the opinion of the MAC the satellite should render a wrongful decision, then the MAC may override the satellite's decision and decide following Section 2, Article II, A 6, and the MAC shall notify the satellite in writing. Any aggrieved party within the satellite may appeal the MAC's decision from Section C, herein to the Master Board within 30 days of the MAC's decision by Section 2, Article I, H.

D. Satellite Community Submissions

1. Major Projects

The Satellite Board and/or its architectural committee shall submit to the MAC sketches, plans and a narrative presenting their ideas, thoughts, and processes for upgrading and beautifying their community. This initial contact shall ensure that the satellite's plans conform to the overall ambiance of Gainey Ranch. There shall be no time limits on this stage of the process and the satellite shall be encouraged to utilize the MAC and maintain a constant flow of information. Major Projects generally require a permit from the City of Scottsdale.

a. Preliminary Plans

Shall be submitted to the MAC after the satellite has more formally addressed their ideas by hiring outside planners and/or has acquired drawings, plans, sample products, or other more formal presentation materials. At this point, at minimum, the satellite community's owners' informal input should have been acquired along with a preliminary budget for the project. There shall be no fees for this process. The MAC shall act on the submittal in accordance with SECTION 2, ARTICLE II, A 6 above and with all review procedures in SECTION 2, ARTICLE I. In the event preliminary plans are denied by the MAC, , the satellite may appeal to the Master Board in accordance with SECTION 2, ARTICLE I, H.

b. Final Plans

All satellite community projects approved by the MAC shall be subject to any owner approvals and votes as may be required by the satellite's CC&Rs. If there are no changes to the preliminary approved plans upon the community's final vote and approval, then the satellite may proceed with construction in accordance with all other pre-construction and construction requirements of the Master Architectural Committee Rules herein.

2. Minor Projects

All minor landscape changes and/or alterations, and /or changes to existing architectural rules and regulations not involving major construction shall be submitted under the same format and rules as an owner, except that no application fee shall be required.

The MAC shall be the authority determining which projects are major or minor applications. While a community vote may not be required under the satellite's CC&Rs, the MAC may require, at minimum, written communications to, and a comment period for the owner's input. Minor projects generally do not require a permit from the City of Scottsdale.

In the case of replacing existing plants, trees and shrubs that have died, with like-for-like plants, trees or shrubs, all work contracted to a third party Landscaping company, must be reviewed by the MAC.

SECTION 2

ARTICLE III

PROCESSING FEE & PENALTIES

A. INTRODUCTION

In an effort to fulfill the Gainey Ranch objective of offering the very best quality, value and lifestyle, the Master Architectural Committee may retain consulting architects to review most plans submitted and perform other functions to confirm the level of quality of the Gainey Ranch improvements.

In accordance with Article XI, Section 3 of the Gainey Ranch Declarations, the Master Architectural Committee is authorized to charge a fee to defer its costs to process submittals.

The appropriate processing fee will be determined by the Master Architectural Committee as approved by the master board. Said fee is due at the time the request for approval is submitted. No plans can be processed until the full fee is received. Fee Categories are determined by the MAC.

B. Application FEE SCHEDULE

1. Single-Family Residence construction and Revisions

a. A \$75 fee shall apply to each submittal covering any of the following items:

- i. Applicants requesting minor landscaping revision or a non permit required improvement
- ii. Projects examples not requiring a permit:

While most home improvement projects require a permit (which helps ensure safety standards), there are some projects that do NOT require a residential permit:

Examples of projects not requiring a permit

- Detached, non-habitable structures smaller than 200 square feet in floor area (a site plan is required for a planning review)
- Patio slabs or sidewalks/drives (not over 30 inches above grade)
- Walls, three feet or less (except retaining walls) site plan is required for a planning review
- Low-voltage landscape accent lighting

- Minor repairs or replacement of non-structural items such as glass, doors, hardware, kitchen cabinets, carpeting, flooring or trim work (not affecting a pool enclosure or garage)
- Repair existing landscape irrigation piping
- Paint (interior/exterior); repair drywall, plasterboard, paneling or stucco (insulated stucco systems require a permit)
- Repair or replace existing plumbing fixtures in the same location
- Re-shingle or retile a roof when the same material is used.
- Minor additions or changes to existing landscape and drainage improvements.

b. A \$100 fee shall apply to each submittal covering any of the following items:

i. Minimum Permits

Examples of Minimum Permitted projects

- Replace gas water heater
- Replace water lines for single family residence
- Repair broken water lines
- Exterior appliance natural gas or propane gas line (BBQ, Pool Heater, Fire Pit/Fireplace, Torches, Gaslights, Patio Heater)
- Repair natural gas or propane line
- Existing natural gas line meter clearance
- Replace pool pump
- Plumbing for a water softener
- Plumbing for hot water re-circulator
- Sewer line repair
- Replace electric water heater
- Relocate panel box
- Connect a new irrigation system to your waterline
- Electrical re-wire
- Residential load controller
- Ceiling fan
- Air conditioner change out
- Minimum Window/Door Replacement -Replacement of an existing window and/or door at a single-family residence (less than 5 windows)

<https://www.scottsdaleaz.gov/planning-development/permit-services>

c. A \$250 Fee shall apply for each submittal for any of the following;

Applicants requesting a full remodel of an existing single family dwelling, and/or a window replacement , pools or spa's, and/or requires a building permit from the city of Scottsdale.

Building permits are necessary to safeguard health, property, safety, and welfare of citizens. Homeowners, contractors, or developers who build or undertake some structural improvements, repairs, or demolition must obtain a building permit. Permits are required for all construction work, ranging from a swimming pool or room addition by a homeowner to a major development site undertaking. Work completed without a permit will be fined an amount equal to double the permit fee.

Examples of Project Requiring Building Permits

- Window Replacement (PDF) (Greater than 5 windows)
- Spa installation
- Swimming pools
- Fences
- Accessory buildings
- Patio covers
- Patio/garage enclosures
- Carports
- Ramadas
- Room additions
- Guest homes
- Solar heater installation
- Rewiring of any electrical
- Tenant improvements
- Alteration of building exterior

<https://www.scottsdaleaz.gov/planning-development/permit-services>

In addition, based upon the scope of the project, the MAC in its sole discretion shall have the right if they deem necessary to hire outside professionals such as architects, planners, engineers or other experts to guide the MAC in its decision making process. Such costs shall be paid by the applicant as invoices are submitted with no surcharge by the association. In no event shall these outside fees exceed \$2500.00 unless agreed upon by the applicant.

d. Up to a \$1000 fee shall apply for the review of all submittals and meetings concerning new construction or rebuilding a razed dwelling and the related site plan development and /or to cover the review of all submittals, including amendments and meetings, concerning major revisions, expansions and remodels .

In addition, based upon the scope of the project, the MAC in its sole discretion shall have the right if they deem necessary to hire outside professionals such as architects, planners, engineers or other experts to guide the MAC in its decision making process. Such costs shall be paid by the applicant as invoices are submitted with no surcharge by the association. In no event shall these outside fees exceed \$2500.00 unless agreed upon by the applicant. These fees shall be due and payable whether the project is approved or not and whether the applicant proceeds with the project or not.

<https://www.scottsdaleaz.gov/planning-development/permit-services>

2. **Multi-family Residence Construction and Revisions**

A \$75 fee shall apply to each submittal covering any of the following items:

i. Applicants requesting minor landscaping revision or a non permit required improvement

ii. While most home improvement projects require a permit (which helps ensure safety standards), there are some projects that do NOT require a residential permit:

While most home improvement projects require a permit (which helps ensure safety standards), there are some projects that do NOT require a residential permit:

Examples of projects not requiring a permit

- Detached, non-habitable structures smaller than 200 square feet in floor area (a site plan is required for a planning review)
- Patio slabs or sidewalks/drives (not over 30 inches above grade)
- Walls, three feet or less (except retaining walls) site plan is required for a planning review
- Low-voltage landscape accent lighting
- Minor repairs or replacement of non-structural items such as glass, doors, hardware, kitchen cabinets, carpeting, flooring or trim work (not affecting a pool enclosure or garage)
- Repair existing landscape irrigation piping
- Paint (interior/exterior); repair drywall, plasterboard, paneling or stucco (insulated stucco systems require a permit)
- Repair or replace existing plumbing fixtures in the same location
- Re-shingle or retile a roof when the same material is used.

- b. A \$100 fee shall apply to each submittal covering any of the following items:
- i. Minor revisions /renovations, changes or additions to a previously approved site plan or dwelling, involving minor/minimum **construction permits**.
Minimum Permits

Examples of Minimum Permitted projects

- Replace gas water heater
- Replace/repair water lines
- Exterior appliance natural gas or propane gas line (BBQ, Pool Heater, Fire Pit/Fireplace, Torches, Gaslights, Patio Heater)
- Repair natural gas or propane line
- Existing natural gas line meter clearance
- Replace pool pump
- Plumbing for a water softener
- Plumbing for hot water re-circulator
- Sewer line repair
- Replace electric water heater
- Relocate panel box
- Connect a new irrigation system to your waterline
- Ceiling fan
- Air conditioner change out
- Minimum Window/Door Replacement -Replacement of an existing window and/or door at a single-family residence (less than 5 windows)

<https://www.scottsdaleaz.gov/planning-development/permit-services>

In addition, based upon the scope of the project, the MAC in its sole discretion shall have the right, if it deems necessary, to hire outside professionals such as architects, planners, engineers, or other experts to guide the MAC in its decision-making process. The applicant shall pay such costs as invoices are submitted with no surcharge by the association. In no event shall these outside fees exceed \$2500.00 unless the applicant agrees. These fees shall be due and payable whether the project is approved or not.

- c) A \$250 Fee shall apply for each submittal for any of the following;

Applicants requesting a full interior remodel of an existing multi-family dwelling, and/or a window replacement, and/or requires a building permit from the city of Scottsdale.

Examples include: Projects Requiring Building Permits

Building permits are necessary to safeguard health, property, safety, and welfare of citizens. Homeowners, contractors, or developers who build or undertake some structural improvements, repairs, or demolition must obtain a building permit. Permits are required for all construction work, ranging from a swimming pool or room addition by a homeowner to a major development site undertaking. Work completed without a permit will be fined an amount equal to double the permit fee.

Examples of Project Requiring Building Permits

- Window Replacement (PDF) (Greater than 5 windows)
- Spa installation
- Swimming pools
- Fences
- Accessory buildings
- Patio covers
- Patio/garage enclosures
- Carports
- Ramadas
- Room additions
- Guest homes
- Solar heater installation
- Rewiring of any electrical
- Tenant improvements
- Alteration of building exterior

<https://www.scottsdaleaz.gov/planning-development/permit-services>

In addition, based upon the scope of the project, the MAC in its sole discretion shall have the right if they deem necessary to hire outside professionals such as architects, planners, engineers or other experts to guide the MAC in its decision making process. Such costs shall be paid by the applicant as invoices are submitted with no surcharge by the association. In no event shall these outside fees exceed \$2500 unless agreed upon by the applicant.

3. **Corporate Member of Gainey Ranch**

a) A \$150 fee shall apply to each submittal in any category

4. **No Processing Fee Shall Apply for Either of the Following: Applications/Submittals**

- a) Whenever the submittal does not need to be reviewed by the GRCA Master Architectural Committee. For details, refer to Section 2, Article II (Application Approval Process).
- b) Satellite Associations proposing common area improvements or amendments to community standards.

5. **Penalty and Fines Schedule**

For violations of Master Architectural Rules, penalties or fines may result. These include:

- a) improvements or changes started prior to obtaining the required Architectural Committee approval, and building permit (if required) shall be charged a penalty-
- b) Unapproved changes made after Master Architecture Committee approval has been granted, shall be charged a penalty as well.
- c) The penalty/fine can be up to \$1750.00 per incident
 - 1. The GRCA Board reserves the right to levy a higher fine for an egregious violation, outside of listed fines structure below.

	1st Offense	2nd Offense	3rd or more Offense
No building Permit Required ,or minor/minimum permits required	\$600.00	\$1000.00	\$1400.00
Building Permit is Required (full)	\$950.00	\$1350.00	\$1750.00

ARTICLE III

EXHIBIT B

Notice of Violations

PREFACE: Under A.R.S. § 33-1803, the Board of Directors of the Gainey Ranch Community Association ("Association") has adopted these Policies and Procedures that provide for notice on any violation, and an opportunity to be heard by an Owner ("Owner" as defined in the Declaration cited below) before the imposition of a monetary fine and any penalties for Architectural Control violations or other governing document violation of the Gainey Ranch Amended and Restated Declaration of Covenants, Conditions, Restrictions, Assessments, Charges, Servitudes, Liens, Reservations And Easements, recorded at Instrument No. 95-0223112, records of Maricopa County, Arizona, as amended from time to time, and any tract declaration or plat governing any portion of Gainey Ranch (collectively, "Declaration").

A. NOTICE OF VIOLATION

Courtesy and Notice of Violation letters:

The Board of Directors, the Executive Director, the MAC, or any person acting at the direction of either will provide notices of any violations of the Governing Documents. The following procedures will apply to such violations.

1. After the MAC, or the GRCA Board has determined that a violation has occurred, a courtesy violation letter shall be sent to the owner. If the letter is regarding a legal matter, it will be sent by certified mail. If not legally required, an email will be sent instead. It will describe the violation in question, referencing the provision of the Governing Documents that have been violated and requiring the breach be remedied within 21 days of the date of the notice or by A.R.S. 33-1803, advising the Owner that he/she has 21 days within which to respond to the courtesy violation letter.
2. If the Owner does not provide a written, or email response or cure the violation within the 21 days after the date of the first courtesy letter, a second courtesy letter will be sent to the Owner via certified mail, or an email, as legally appropriate. This second letter to the Owner will describe the enforcement process, potential fines, and actions, and advise that the Association has the right to correct the violation and charge the Owner for any costs in effectuating the cure of the breach.
3. If the Owner does not respond or cure the violation within the fifteen (15) days after receiving the second courtesy letter, a Notice of Violation (NOV) will be sent to the Owner via certified mail, return receipt requested that specifically describes the violation and the actions that the Owner must take. The NOV will also advise the Owner that he/she has the right to a hearing and that the Board could impose a fine for the Owner's failure to

take corrective action.

- 4 Any subsequent correspondence to the Owner regarding the violation will be sent by certified mail, with a courtesy copy sent via email, first class mail, postage prepaid or by personal delivery per Paragraph C. below. All notices regarding the violation will advise the Owner of the potential action that the Association can take and/or the fines that could be assessed against the Owner if he/she fails to take corrective action.

If after the first Notice of Violation, the Owner fails to correct the violation within 15 days provided to the Owner, the Board or the Executive Director may send a second NOV to the Owner via certified mail, return receipt requested which will again advise the Owner that he/she has an opportunity for a hearing and that the Board can impose a fine and /or penalty against the Owner. The Board may also advise the Owner of the potential fine amount.

B. NOTICE INFORMATION TO BE PROVIDED

The following information must be provided to the Owner in the courtesy letters or NOVs.

1. The provision within the governing documents causing the violation(s).
2. The date of the violation or the date the violation was observed
3. A statement with the 2nd courtesy letter that the Board may impose a fine for each day that the violation continues.
4. A statement that the Owner may make a written request for a hearing before the Board regarding the violation and the action required of the Association to cure the violation. For the hearing to be scheduled, the Association must receive the Owner's written request for a hearing within 21 calendar days after the date of the first or second NOV by marking that portion of the notice requesting a hearing, signing the request, and returning the request to the Board. The Owner should retain a copy of the request for a hearing. When the Owner provides a written request to the Board asking for a hearing within the prescribed period and by the prescribed manner, the Association will suspend any further action regarding the violation pending the outcome of the hearing. An Owner's failure to request a hearing within the prescribed period and by the prescribed manner waives the Owner's right to a hearing to the violation.
5. A statement that (i) if the Owner fails to timely request a hearing the monetary penalty outlined in the notice will be imposed by the Board and will be due 15 calendar days after the date of the statement and (ii) if the Owner requests a hearing monetary penalty imposed by the Board will be due within 15 days after the date the Board's provides the Owner with a Notice of its decision.
6. Information concerning how a monetary penalty , or other penalty shall be imposed by the Board of Directors, and how it may be enforced.
7. The following language must be included in the Board's notice regarding the condition of the Owner's property that is in violation of the Governing Documents and any written

response to the owner's certified mail letter in response to a notice of breach from the Association:

An Owner has the option of filing a petition for an administrative hearing on this matter with the Arizona Office of Administrative Hearings (OAH) under A.R.S. 41-2198.01 (*or we could say "with governing authorities" instead of the "Arizona Office...(OAH))*).

C. SERVICE

Courtesy letters shall be emailed and mailed via 1st class US Mail. NOV's shall be delivered via certified US Mail with return receipt. Notice of the violation will be deemed to be received by the Owner five days after the Association emails and mails courtesy letters and five days after the Association deposits the certified US Mail copy of the NOV's. . All notices provided under these Rules will be emailed and mailed to the Owner at the address of the Owner as shown on the records of the Association. If more than one person or entity owns a lot or parcel, notice to one of the joint owners constitutes notice to all of the joint owners. A notice of the Board's decision (if necessary) will be served in the same manner as the other notices provided in these Rules.

D. HEARING

1. Request for Hearing

The Owner may make a written request to the Board for a hearing regarding the violation. For the matter to be scheduled for a hearing the Association must receive the written request for a hearing within 21 calendar days after the date of the notice by marking the appropriate portion of the notice requesting a hearing, signing the notice and returning it to the Association. An Owner's failure to request a hearing in this manner is a waiver and forfeiture of the Owner's right to a hearing regarding the violation.

2. Conduct of Hearing

So long as the Owner has timely requested a hearing. The Board will schedule that hearing and the hearing will be held in an executive session of the Board, thereby affording the Owner a reasonable opportunity to be heard. The Owner will be entitled to present any documents and the testimony of any witnesses at the time of the hearing. Prior to the effectiveness of any sanction imposed by the Board, proof of notice and the notice from the Board advising of the date and time of the hearing must be placed in the minutes of the meeting. Such proof is deemed adequate if a copy of the notice, together with a statement of the date and manner of delivery, is entered into the minutes by the officer or director who delivered such notice. The notice requirement is deemed satisfied if the Owner in violation appears at the meeting. The minutes of the meeting will contain a written statement of the results of the hearing and the sanctions, if any, imposed.

At the conclusion of the hearing, the Board will determine in its sole and absolute discretion whether a violation of the Governing Documents has occurred and , if so, the action necessary to correct the violation, together with the amount of fines and/or other monetary penalties, if any, to be imposed for such violation. The Board will base the amount of the monetary penalties on the seriousness of the violation, whether this a first violation, or a continuing violation, whether the type of offense poses

a danger to property or any person, and whether the violator agrees to abate the violation within the time specified by the Board. If the Board has retained an attorney to provide legal services to the Association as a result of the Owner's violation, it may impose an additional monetary penalty against the owner to reimburse the Association for its attorney fees and cost incurred. After the amount of the fine and any penalties has been determined the Board will determine the due date for the payment of such fines and penalties.

The Board will provide the Owner with a Notice of Decision setting forth the details of its decision. If the Owner does not appear at the hearing, he/she has waived his/her right to a hearing, and by failing to appear, the Owner will be deemed to consent to the Board's decision.

3. **Enforcement**

a) Enforcement of Monetary Penalty

Unless the Board prescribes a later date, (i) if the Owner fails to timely and properly request a hearing the Board will determine the amount of the fines and/or monetary penalties as outlined in the NOV shall be due within fifteen (15) calendar days after the date of the notice giving the Owner the right to a hearing, and (ii) if the Owner requests a hearing the monetary penalty imposed by the Board due within (15) calendar days after the date of the Board's Notice of Decision. Payment by an Owner of any fine or any monetary penalties is deemed late if it is not paid within fifteen (15) calendar days after its due date, and a late charge of \$15.00 or 10% of the amount due, whichever is greater, will be assessed against the Owner. Any monetary penalties imposed to these Rules and any charges for late payment are enforceable and collectible by an action at law.

b) Other Enforcement Action(s)

In addition to or instead of the imposition of any fines or monetary penalties for a violation of the Governing Documents. The Board may proceed at any time with any other enforcement action available to the Association under the Declaration, at law, or in equity. Enforcement actions available to the Association may be exercised separately or concurrently, and the exercise of one enforcement action does not constitute an election of remedies nor is it a waiver of the right of the Association to take any other enforcement action available to it, up to and including removing the said violation at the owners expense.

SECTION 3

REVIEW PROCESS SUBMITTAL CHECKLIST FOR MAJOR CONSTRUCTION

This checklist identifies the submittals and meetings in Section 2 of these guidelines, which are required of each lot/parcel owner prior to starting any **major** construction on Gainey Ranch. In accordance with the Master Architectural Committee rules, the following submittals will be filed with the Master Architectural Committee: 1) preliminary plan submittal; 2) final plan submittal; 3) construction set-up submittal. All submittals will include two (2) sets of required plans, indicating name of owner/builder, architect, lot/parcel number, appropriate scale and date of drawing.

The owner/builder is also responsible for scheduling up to two (2) meetings with the Master Architectural Committee: The first, (A.) pre-design meeting and in some cases, if requested by the MAC (B) an on-site approval meeting at the completion of construction. The following is a detailed checklist about each requirement in chronological order: In addition the owner/builder is responsible for scheduling a pre-construction meeting with GRCA management to review the Gainey Ranch Construction Policies.

A. PRE-DESIGN MEETING

The owner, architect and representative of the Master Architectural Committee to discuss the overall design concept.

B. PRELIMINARY PLAN SUBMITTAL

The preliminary design must be reviewed and approved prior to the preparation of final plans. The submittal must include:

_____Preliminary Architectural Plans (floor and roof plans, and all exterior elevations, etc.) with stated dimensions.

_____Site Plan

_____Preliminary Landscape Plan (See Section 4, Article II, D)

_____A list of plants that may be removed or relocated.

_____ A list of plants to be added,including their type and size

_____Preliminary Project Entry Plan

_____Preliminary Plat

_____Preliminary Engineering (grading, drainage, utility, paving)

_____Preliminary Wall Layout (property perimeter and golf course)

_____Other (i.e.: temporary & permanent signage, exterior building or landscape lighting, gazebos, pool , and other recreational items)

C. FINAL PLAN SUBMITTAL

Following and subject to the preliminary design's approval; final plans shall be prepared and submitted. Final Master Architectural Committee approval is required prior to the start of any construction activity. In addition, all plans must have the necessary City of Scottsdale permits and approvals before construction.

The following information must be included in the final submittal.

_____Final Architectural Plans (floor plans, elevations, a detailed list of windows, lighting, and other changes, etc.)

_____Site Plan/Master Plan

_____Final Landscape Plan (see Section 4, Article II, D), including plants to be added, type of plant , size of the plants to be added, and the plants to be removed.

_____Final Project Entry Plan

_____Final Plat*

_____Final Engineering* (grading, drainage, utility, paving)

_____Other (i.e., temporary & permanent signage, lighting, model complex, pool/recreation)

*Requires Professional Certification

D. DETAILS

_____Manufacturer's samples, exterior colors, finishes, windows(including type, style, color, R Value),tile, pavers & lighting

_____Sun Control Package - builder/satellite proposed solutions for awnings, trellises, canopies, window treatment

_____Gutters & Downspouts

_____Equipment Screening

_____Trash Enclosure/Pick-up

_____Other

E. CONSTRUCTION SET-UP SUBMITTAL

_____ Temporary Construction Office (location, signage, parking, screening, entry)

_____ Storage Yard (location, screening)

_____ Overall Project Set-Up (equipment and material storage, deliveries, traffic flow, parking, dust control, access, trash collection)

_____ Other

F. PRE-CONSTRUCTION MEETING

The owner/builder and representative of Gainey Ranch Community Association discuss construction guidelines and requirements.

G. ON-SITE APPROVAL MEETING

A representative of the Master Architectural Committee may ask to meet with the owner and/or contractor at the building site to review and confirm the approved plans at the completion of construction.

SECTION 4

ARTICLE I

GAINEY RANCH MASTER ARCHITECTURAL COMMITTEE

DESIGN GUIDELINES AND STANDARDS

A. ARCHITECTURAL CHARACTER

1. Residences of Gainey Ranch shall utilize the style, character, and quality standards employed in the existing overall architectural and landscape themes, while realizing that it would be prudent for the community to incorporate new design concepts to update the ranch as approved by the Master Architectural Committee. Gainey Ranch shall maintain a lush oasis character for resort living. Changes in style, architectural details, elaborations, or articulations must be executed in an orderly and planned process to ensure that no one property stands out of place within the community. The objective is to enhance real estate values and uphold Gainey Ranch as one of the most desirable communities in Scottsdale.
2. Residences will relate to one another in their use of building elements and materials, colors, forms and scale, creating a cohesive community. Low-scale patio walls with a stucco finish will be a common residential element, serving as a transition from landscape to building, from public to private, from arid vegetation to lush plantings. Building walls will also have stucco finish and all stucco will be painted an approved color consistent with color selections specifically approved for each satellite. The MAC from time to time may assign specific colors to designated community walls ("Gainey Walls") that identify Gainey Ranch to the outside communities and to specify colors to certain exterior satellite walls and fencing where the color scheme must coordinate with "Gainey Walls"; golf course walls or adjoining satellite community walls. Other wall material will require special approval by the Master Architectural Committee. Roofs will be concealed behind parapets or tiled with flat architectural concrete tile or approved material. Color and type of tile will be compatible with existing residences on Gainey Ranch.
3. While the shape of the buildings, including the shape and size of windows, doors, chimneys and other features have been designed to create an harmonious look and designed not to attract attention by being unusual or dramatically "different" in form or scale, nothing herein shall discourage any satellite community or homeowner from submitting to the MAC updated design elements, architectural details or other ideas intended to update and enhance the appearance of the community or home subject however to the proper approvals by the MAC as described herein.
4. Two-story elevations shall be allowed over portions of the building where they, in the opinion of the Master Architectural Committee, minimize the impact on the privacy of adjacent lots. They shall be designed to present minimal visual impact as viewed from the golf course and neighboring subdivisions. There shall be no implied view corridors across adjacent lots.
5. All facades visible from the golf course or roads will be designed as primary facades.
6. Site development, such as grade changes and landscaping, including planters and walls, is considered integral to the overall architectural expression.

7. Architecture on Gainey Ranch will be designed to fit into the landscape. Building elements will be combined with plantings and topography so that when the planting is mature, the continuous natural landscape will dominate. The MAC has the sole responsibility to create and maintain an approved plant list for the community.

B. ROOFS

1. Roofs may be flat, (slightly pitched) concealed with parapets, emphasizing wall planes rather than roof planes, or roofs may be gently pitched. Where pitched roofs are used, they will be double-pitched or hipped when they overhang walls. They may be single-pitched when roofs terminate behind parapets. Where pitched roofs are visible from the street or golf course, a portion of the visible roof will be flat, concealed behind a parapet, or screened with a trellis. Pitched roofs will generally have 2-in-12 to 6-in-12 slopes. Unbroken roof lines of sloping roofs shall not exceed 80 linear feet.
2. The roof material for pitched roofs will be an approved flat-colored concrete tile in an approved Gainey Ranch color. The use of other roofing materials will require special approval by the Master Architectural Committee.

C. WALLS/FENCES

1. Walls provide a backdrop to emphasize and complement both new and existing landscape and topography, creating a harmonious natural setting.
2. Property, buildings, and garden walls must be stucco or an alternate approved by the Master Architectural Committee. The colors must be consistent with the approved satellite color scheme and texture.
3. Side yard and rear yard masonry walls will be required on all single-family detached residences within (4) months of occupancy, but event, no later than (6) months from the date of Certificate of Occupancy. The wall shall be 8-inch concrete masonry block, stuccoed and painted on both sides, with an approved color and finish. The height will be with the approved subdivision specifications or otherwise approved by the Master Architectural Committee. Open fences, gates, railings, etc., must be approved by the Master Architectural Committee for pattern and design, height, location and color before installation.
4. Perimeter and common walls must be eight (8) inch concrete masonry block material with finish stucco to match Gainey Ranch project walls. Walls within 10' of the golf course property line generally will not be less than 2', and heights above 2', not to exceed 4.5', will require special approval by the Master Architectural Committee. Since these walls shape the fairways, their location and design will be approved on a site-specific basis.
5. Wall alignment will conform to existing golf course topography and landscape and will be offset rather than following a straight line.
6. Walls will be permitted in the front yard setback as specifically approved by the Master Architectural Committee.
7. All walls shall reflect a consistent overall theme with regard to materials, colors, and configuration compatible with the residence's design and concept for Gainey Ranch.

8. No fences or walls will be added, removed, altered, or painted without the Master Architectural Committee's prior written approval.

D. GOLF COURSE FRONTAGE

1. An initial 20' landscape easement at the property will be modified upon completion of a wall that must be constructed to separate rear yards from the golf course. The parcel landscape theme must be consistent with that specific location's existing golf course theme.
2. Walls may encroach within the required landscape easement as specifically approved by the Master Architectural Committee. Larger setbacks and mature landscaping will be needed within the easement adjacent to tees and greens.
3. Where property owners wish to maintain planting outside their wall, maintenance limits must be clearly distinguished between the individual lot and the golf course using a landscape wall or header.
4. Each lot shall include a minimum of one (1) mature tree, 36" box or larger unless otherwise approved by the MAC. In yards where there currently exists more than one tree, no trees shall be removed without express written approval from the MAC. Trees shall be of a variety from the satellite's approved list and shall be compatible with the location selected for planting.
5. All existing plant material is to remain and shall not be damaged, modified, destroyed or relocated without prior approval of the Master Architectural Committee.
6. All costs for approved landscape removal, pruning, irrigation or installation etc., are the responsibility of the owner. Costs to modify existing golf course irrigation will also be incurred by the owner, if required.
7. Rear yard drainage systems, which drain to the golf course, must be approved in advance in writing by the Golf Club and the Master Architectural Committee, including all necessary construction details and specifications.
8. Rear yard landscape must be reviewed, approved and installed no later than four (4) months after occupancy, but in no event later than six (6) months from the date of Certificate of Occupancy.

E. SITE DEVELOPMENT

1. All freestanding shade structures along with other architectural elements must be approved for color, design and location.
2. Site development must be compatible with the golf course environment, and highly contrasting elements such as brightly colored umbrellas and banners, tile, graphics, sculpture, lighting, recreational equipment and chimneys generally will not be allowed. Such items may be allowed if the color and design are compatible with the site and architectural development, and specifically approved by the Master Architectural Committee.

F. LANDSCAPE REQUIREMENTS

Refer to Section 4, Article II, Landscape Requirements.

G. DRAINAGE

1. Site drainage and grading must be done in accordance with the approved drainage master plan for Gainey Ranch. The appropriate registered professionals must prepare all submittals.
2. The Master Architectural Committee shall review and approve a preliminary drainage concept in writing before preparing the final plans.
3. Provisions shall be made to prevent erosion of all slope areas, the golf course, adjacent lots, and roadways before the preparation of final plans.
4. All nuisance water must be retained on-site or collected and directed to specific catch basin locations on the golf course as designated by the Master Architectural Committee. Drainage outlets must match the existing grade on the golf course.
5. Drainage from lots, including all landscape overflows, pool/spa backwashing and any other nuisance drainage, shall be discharged into existing systems by a manner approved in writing by the Master Architectural Committee. Such drainage shall not cause nuisance or damage from erosion, flooding, siltation, etc., on adjacent properties.
6. Lots have been pre-engineered for proper drainage. It is the responsibility of the homeowner to maintain the drainage as designed.

H. LIGHTING

1. All landscape lighting is to be indirect. All light sources are to be concealed and directed away from neighboring views.
2. Architectural lighting and lighting of all pool areas, patios or other areas must be reviewed and approved by the Master Architectural Committee. Light levels must be directed away from neighboring parcels and the adjacent golf course, and approval, if granted, is on a specific use and time basis.
3. Outdoor security lighting is defined as a light that is activated by motion in the area covered by the beam and only stays on for a brief, prescribed amount of time.
 - a) Security lighting must be reviewed and approved by the Master Architectural Committee prior to installation.
 - b) Fixtures must have a light shield and light levels must be directed away from neighboring properties.
 - c) The fixtures must be mounted on the wall of the residence or ground mounted. No conduit, wiring, or junction boxes may be exposed on the building exterior. Roof mounted lights will not be approved.

- d) Only one standard fixture that is compatible with the existing lighting and architectural details will be approved for each Gainey Ranch community. Maximum wattage per bulb shall be 150.

I. SIGNAGE

Refer to Section 4, Articles V, VI, Permanent/Temporary Signage.

J. SECURITY

- 1. Refer to Section 5, Gainey Ranch Security Policy Guidelines.
- 2. All homes must at the time of construction and thereafter contain wiring and security devices, as described in the Gainey Ranch Residential Security Specifications and will form a part of the Gainey Ranch Security System.

K. CONSTRUCTION

Refer to Section 6, Gainey Ranch Construction Policies.

L. EXTERIOR ACCESSORIES

1. Antennas

A. Introduction

This Section sets forth the rules and restrictions governing the installation of certain types of antennas on Lots or Parcels in Gainey Ranch. As provided in Subparagraph (c)(i)(A) below, some types of antennas may be installed without the prior written approval of the Master Architectural Committee provided the antenna is installed in conformance with the rules and restrictions contained in this Subparagraph 1. However, the Master Architectural Committee recommends that an Owner desiring to install an antenna without the prior written approval of the Master Architectural Committee contact the Master Architectural Committee to discuss the manner in which the Owner intends to install the antenna so that the Owner can confirm that the Owner's intended method of installation conforms to the rules and restrictions contained in this Subparagraph 1. As provided in Subparagraph (c)(i)(A) below, if an antenna is installed without the prior written approval of the Master Architectural Committee and does not conform with the rules and restrictions contained in this Subparagraph 1, the Owner will be required to remove the antenna or take all actions necessary to bring the antenna into compliance with the requirements of this Subparagraph 1.

B. Definitions

Capitalized terms not otherwise defined in this Subparagraph 1 shall have the meanings given to such terms in the Gainey Ranch Amended and Restated Master Declaration of

Covenants, Conditions, Restrictions, Assessments, Charges, Servitudes, Liens, Reservations and Easements ("Master Declaration"), except that "Lot" as used herein shall not include a Condominium Unit. For purposes of this Subparagraph 1, the following terms shall have the meanings set forth below:

- i) "Antenna" means any device used for the receipt of video programming services, including direct broadcast satellite (DBS), television broadcast, and multipoint distribution service (MDS). A reception antenna that has limited transmission capability designed for the viewer to select or use video programming is a reception antenna provided that it meets FCC standards for radio frequency emission. A Mast, cabling, supports, guy wires, conduits, wiring, fasteners, or other accessories necessary for the proper installation, maintenance, and use of a reception antenna shall be considered part of the antenna.
- ii) "Common Area" means the Master Common Area and Satellite Common Area.
- (iii) "Condominium" means a Satellite Community, which is a horizontal property regime or a condominium.
- (iv) "Mast" means a structure to which an antenna is attached that raises the antenna height.
- (v) "Telecommunications Signal" means signals received by DBS, television broadcast, and MDS antennas.
- (vi) "Limited Common Element" means that portion of the Common Elements of a Condominium, which is allocated for the exclusive use of one or more but less than all of the Condominium Units pursuant to a Satellite Declaration.

C. **Installation Rules**

i) **Antenna Size and Type**

- a) DBS antennas that are one meter or less in diameter, MDS antennas one meter or less in diameter or diagonal measurement and antennas designed to receive television broadcast signals, regardless of size, may be installed without the prior written approval of the Master Architectural Committee provided the Antenna is installed in conformance with the rules and restrictions contained in this Subparagraph 1. Any Owner installing an Antenna pursuant to this Subparagraph 1 must give written notice of such installation to the Master Architectural Committee within seven (7) days after the installation date. The notice shall be in the form prescribed by the Master Architectural Committee, and the Owner shall provide the Master Architectural Committee with such plans and other documentation as the Master Architectural Committee may request in order to determine whether the proposed installation complies with all the requirements of this Subparagraph 1. If an Owner installs an Antenna, which does not comply with the requirements of this Subparagraph 1, the Owner shall remove the Antenna or take all action necessary to bring the Antenna into compliance with the requirements of this Subparagraph 1 within five (5) days after a demand for such action is given to the Owner by the Master Architectural Committee.

- b) Except for the antennas permitted under Subparagraph (A) of this Subparagraph b(i); no Antennas of any kind shall be installed without the prior written approval of the Master Architectural Committee.

ii) **Location**

- a) Antennas shall be installed solely on Lots or Parcels or within the Condominium Unit or on any Limited Common Element allocated to a Condominium Unit. No antenna may be placed on, or encroach on the Common Area or any other Lot or Parcel, or, except as specifically provided herein, upon any common elements of a condominium.
- b) If an acceptable quality signal can be received by placing the Antenna inside a building situated on the Lot or Parcel, or inside a Condominium Unit, without unreasonable delay or unreasonable cost increase, then the Antenna must be installed inside the building or Condominium Unit.
- c) Antennas shall be located in a place on the Lot or Parcel or Limited Common Element, which is not visible from any street, the Common Area, or from other Lots or Parcels or the common elements of a Condominium if an acceptable quality signal may be received from such location. Installation of an Antenna on a Limited Common Element does not convert the Limited Common Element to individual property.
- d) If an acceptable quality signal cannot be received from any location on the Lot or Parcel or from inside a Condominium Unit or the Limited Common Elements allocated to such Condominium Unit, which is not visible from any street, Common Area, the common element of a Condominium or any other Lot or Parcel, then the antenna must be placed on the part of the Lot, Parcel or Limited Common Element from which an acceptable quality signal can be obtained and which is the least visible from streets, the Common Area, the common elements of a Condominium and other Lots and Parcels.
- e) This Subparagraph 1 does not permit installation of an antenna on any Common Areas or the common elements of a Condominium (other than a Limited Common Element), even if an acceptable quality cannot be received from a Lot, Parcel, Condominium Unit or Limited Common Element.
- f) Antennas must not encroach upon any Common Area, the common elements of a Condominium, any other Owner's Lot or Parcel or any other Owner's Condominium Unit or Limited Common Element.

(iii) **Installation**

- a) Antennas shall be no larger nor installed higher than is absolutely necessary for reception of an acceptable quality signal.

- b) All installations shall be completed so that they do not damage the Common Areas, the common elements of a Condominium or any other Lot or Parcel or Condominium Unit, or void any warranties of a Satellite Association or other Owners, or in any way impair the integrity of a building.
 - c) Antennas shall be installed and secured in a manner that complies with all applicable city and state laws and regulations, and manufacturer's instructions. The Owner, prior to installation, shall provide the Master Association with a copy of any applicable governmental permit.
 - d) Antennas must be secured so that they do not jeopardize the soundness or safety of any other Owner's property or the safety of any person at or near Antennas.
- e) There shall be no penetrations of exterior Limited Common Elements unless it is necessary to receive an acceptable quality signal or not doing so would unreasonably increase the cost of Antenna installation. The following devices shall be used in the installation of Antennas on Limited Common Elements unless they would prevent an acceptable quality signal or unreasonable increase the cost of Antenna installation, maintenance or use:
- a) Devices that permit the transmission of Telecommunication Signals through a glass pane without cutting or drilling a hole through the glass;
 - b) Devices that permit transmission of Telecommunication Signals through a wall or door without penetrating the wall or door; or
 - (c) Existing wiring for transmitting Telecommunication Signals and cable service signals.
 - (d) If penetration of exterior Limited Common Elements is necessary, the penetration shall be properly waterproofed and sealed in accordance with applicable industry standards and building codes. The purpose of this requirement is to prevent structural damage to the building from moisture.

D. Antenna Camouflaging

- (i) Antennas or Masts may not extend above a wall or fence unless no acceptable quality signal may be received without the Antenna or Mast extending above the wall or fence.
- (ii) Antennas situated on the ground and visible from the street, Common Areas, common elements of a Condominium or from other Lots, Parcels or Condominium Units must be camouflaged by existing landscaping or fencing if an acceptable quality signal may be received from such placement. If there is no such existing landscaping or permanent screening acceptable to the Master Architectural Committee, the Master Association may require Antennas to be screened by new landscaping or screening of reasonable cost.

- (iii) Antennas, Masts, and any visible wiring must be painted to match the color of the structure to which it is attached.

E. Number of Antennas

No more than one antenna of each Telecommunications Signal provider may be installed by any Owner.

F. Mast Installation

- (i) Mast height may be no higher than absolutely necessary to receive acceptable quality signals.
- (ii) Masts that extend 12 feet or less beyond the roofline may be installed subject to the notification process set forth in Subparagraph (f) (i) below. Masts that extend more than 12 feet above the roofline must be approved by the Master Architectural Committee before installation due to safety concerns posed by wind loads and the risk of falling Antennas and Masts. Any application for a Mast longer than 12 feet must include a detailed description of the structure and anchorage of the Antenna and the Mast, as well as an explanation of the necessity for a Mast higher than 12 feet. If the installation will pose a safety hazard to residents, then the Master Association or the applicable Satellite Association may prohibit such installation.
- (iii) Masts must be painted the appropriate color to match their surroundings.
- (iv) Masts installed on a roof shall not be installed nearer to the boundary line of a Lot or Parcel or nearer to electric power lines than the total height of the Mast and Antenna structure above the roof. The purpose of this regulation is to protect persons and property that would be damaged if the Mast were to fall during a storm or from other causes.

G. Association Maintenance of Locations Upon Which Antennas Are Installed

- (i) If an antenna is installed on a Limited Common Element, which is maintained by the Master Association or Satellite Association, the Owner of the Condominium Unit to, which the Limited Common Element is allocated retains responsibility for maintenance, repair and replacement of the Antenna. Antennas must not be installed in a manner that will result in increased maintenance costs for the Master Association or any Satellite Association. If increased maintenance costs or damage occur, the Owner is responsible therefore.
- (ii) If repair or maintenance of a Limited Common Element requires temporary removal of an Antenna, the Master Association or the applicable Satellite Association shall provide the Owner with 10 days advance notice. The Owner shall be responsible for removing or relocating the Antennas before maintenance begins and replacing the Antennas afterward. If the Owner fails to do so, the Master Association or the applicable Satellite Association may do so at Owner's expense. Neither the Master Association nor the Satellite Association shall be liable for damages caused to antennas by their removal.

H. **Installation by Tenants**

Tenants may install antennas in accordance with these rules, but are not required to obtain the owner's permission prior to installing an antenna.

I. **Radio Antennas**

No antenna for the transmission or reception of radio signals may be installed in such a manner as to be Visible From Neighboring Property without the prior written approval of the Master Architectural Committee.

J. **Severability**

If any provision of this Subparagraph 1 is ruled invalid or unenforceable, the remainder of this Section shall remain in full force and effect.

(Note: Antenna Rule revised to comply with government regulations March 1999)

2. **Amplifiers**

No radio, stereo, television, broadcasting or loudspeaker unit, and no amplifier of any kind may be placed upon or outside of, or be directed to the outside of, any building without prior written approval from the Master Architectural Committee.

3. **Basketball Backboards**

- A. No basketball backboards shall be installed without the prior approval of the Master Architectural Committee.
- B. When a basketball backboard is attached to a building or structure, the backboard must be painted to match the color of the trim or roof.
- C. A basketball backboard may not be installed in a location interfering with the enjoyment of a neighboring property, as determined by the Master Architectural Committee.

4 **Flagpoles and Flags**

- A. No flagpoles may be installed without the prior approval of the Master Architectural Committee.
- B. Flagpoles shall be an appropriate residential height and painted a dark bronze color approved by the Master Architectural Committee.
- C. Arizona law, specifically A.R.S. § 33-1808 and § 33-1261, protects the right to display the following flags:

- The American flag
- Flags of the uniformed services of the United States (Army, Navy, Air Force, Marines, Coast Guard)
- The POW/MIA flag
- The Arizona state flag
- Any Arizona Indian nations flag
- The Gadsden flag
- A blue star service flag or a gold star service flag
- Any historic version of the American flag

Only these flags may be displayed and such flags shall be of reasonable size, as determined by the Master Architectural Committee. Satellite Communities may choose to allow other flags to be displayed in their community.

- D. Flags shall be an appropriate size based on the height of the flagpole.
- E. All displays of the flags, as described above, must be in a manner consistent with the Federal or State Flag Code.
- F. Lighting, if any, shall be directed away from neighboring views and the light source must be concealed.

(Note: Additional information regarding flags and flagpoles may be obtained at the Association office.)

5. Mailboxes

The location and specification of all mailboxes must be in accordance with the U.S. Postal Service requirements and approved by the Master Architectural Committee.

6. Utility and Service Lines

No gas, electric, power, telephone, water, sewer, cable television or other utility or service lines of any nature or kind may be placed, allowed or maintained upon or above the ground on any lot except to the extent, if any, that underground placement may be prohibited by law or would prevent the subject line from being functional. However, above ground service pedestals, splice boxes, switch cabinets and transformers will be permitted where required for public utilities.

7. Tennis/Sport Courts

- A. No tennis/pickleball, or other type of sport courts may be installed without prior written approval of the Master Architectural Committee.
- B. Courts may be allowed providing that their setting; visual appearance, lighting, noise generation, construction and landscaping do not detract from the enjoyment of a neighboring property, as determined by the Master Architectural Committee. Each proposed installation will be judged on an individual basis. The applicant must submit plans for review and receive approval prior to construction.

- C. The following guidelines will govern the approval of tennis and sport courts:
- (i) Courts shall not be permitted in a front yard.
 - (ii) Courts with lighting shall be setback twenty (20) feet from all side and rear lot lines. (Measured from the tennis court fence line or base of lighting standard whichever is closest.) A maximum ten (10) feet variance may be granted under certain conditions. Such variance is based upon providing sufficient landscaping or other treatment, such as lowering the court grade, to adequately screen the court and fencing from neighboring view. The landscaping must be properly maintained to provide the intended permanent screen.
 - (iii) Perimeter side yard walls shall be solid masonry and a minimum six (6) feet in height unless written approval for a variance from the owner(s) of the adjacent lot is received.
 - (iv) Outdoor lights shall be shielded so that they do not direct light upon, nor be visible from, any adjacent property and shall not be operated between 10:00 p.m. and sunrise. Lighting for the court shall be restricted to no more than eight (8) adjacent light fixtures and posts not to exceed eighteen (18) feet in height. No other light source may be used for lighting the court. The light posts shall match the tennis court fencing in color.
 - (v) Courts shall be fenced or otherwise enclosed to reasonably prevent tennis balls from landing on adjacent property. All fencing and windscreens shall be dark green, bronze or black in color. The maximum fence height shall be ten (10) feet above the original delivered pad grade. Fencing must be reasonably screened from adjacent property views with approved landscape that blends with the particular area landscape theme. Wind- screens shall be limited to six (6) feet in height.
 - (vi) Shade structures and other additions to courts (stereo speakers, banners, backboards, etc.) will require separate review and approval by the Master Architectural Committee.
 - (a) In the event the 10:00 p.m. lights out deadline is exceeded (see IV above), a fine of \$25.00 for each half-hour or portion thereof past 10:00 p.m. shall be imposed by the Gainey Ranch Community Association for each occurrence. The fine shall be added to the Master Association's assessments against the applicable lot.

8. **Swimming Pools, Spas, Hot Tubs and Similar Structures**

- A. No swimming pool, spa, hot tub or similar structure hereinafter collectively referred to as pool, may be constructed without the prior written approval of the Master Architectural Committee.

- B. Water discharged from pools must be accomplished by a filter system that does not allow the water to leave the lot.
- C. In the event that the pool must be drained, arrangements should be made with the City of Scottsdale for drainage through the City sewer system.
- D. No grade change which adversely affects drainage will be permitted.
- E. Dirt removed from a lot for the excavation of a pool may not be dumped anywhere on the Gainey Ranch, but instead should be taken off the Ranch and deposited in areas specified for dumping.
- F. If any dirt from the excavation of a pool is relocated on the lot in the form of planting areas against common walls, or golf course walls the walls must first be waterproofed to prevent water seepage. Relocation of dirt on the lot is subject to Master Architectural Committee approval of all final grades prior to excavation.
- G. Pool mechanical equipment will be screened and will not be visible from the neighboring property.
- H. Pool decking shall not exceed 12" above the original delivered pad grade.
- I. Lighting must be reviewed and approved by the Master Architectural Committee prior to installation. Light levels must be directed away from neighboring property.
- J. All plans must meet City of Scottsdale design criteria and code requirements prior to approval by the Master Architectural Committee.
(See Exhibit C for Scottsdale swimming pool barrier requirements).

9. **Utility Service**

Utility service related structures (except fire hydrants) will be painted the color selected by the Master Architectural Committee.

10. **Sun Control** (Varies by community, see individual Satellite Association for details)

General Guidelines:

- a. Glass may be clear or tinted and must be the minimum standard for R value as set by the city of Scottsdale.. Tinted glass requires special approval from the Master Architectural Committee. Reflective glass will not be approved.
- b. Windows will be shaded by building overhangs, or devices designed to protect them from warm season sun rather than using exterior or interior reflective materials.
- c. All awnings, trellises, freestanding shade structures or other sun control devices will be approved on an individual basis and must relate to the colors, materials and finishes of the building and to the selections approved by each individual Satellite.

11. **Mechanical Equipment**

- a. No mechanical equipment will be openly visible. The Master Architectural Committee must approve all solar energy devices visible from neighboring property or public view.
- b. All vent pipe stacks protruding above the plane of the roof must be screened and/or painted to match the roof.
- c. Ground-mounted air conditioning units shall be concealed by a sound enclosure on all sides visible to the public and/or neighboring views. Locations and screens need to be approved by the Master Architectural Committee prior to installation.
- d. The installation of roof-mounted solar panels, water storage systems, tracker-type systems and equipment should match or be as consistent as possible to the roof color. Panels should appear to be an integral part of the roof plane. Solar units should not break the roof ridgeline and must be screened from view in a manner approved by the Master Architectural Committee. Solar panels should not be installed on any other location except roofs, unless otherwise permitted by the MAC.

12. Clothes Drying Facilities

All clothes drying facilities must be located and maintained exclusively within a fenced service yard or otherwise concealed from the view of the neighboring property.

13. Statues, Fountains or Similar Structures

No statues, fountains or similar structures may be constructed or erected without prior written approval of the Master Architectural Committee.

14. Garbage and Trash

- a. No garbage or trash may be placed on any lot except in containers meeting the specifications of the Master Architectural Committee. The placement, maintenance and appearance of all such containers shall be subject to rules and regulations of the Master Architectural Committee.

Trash and garbage containers must be concealed from view of neighboring and public properties except for late the day prior to and during collection day. Such containers must be clean, free from printed markings and in good working order.

- b. Rubbish, debris and garbage shall not be allowed to accumulate. Each owner shall be responsible for removal of rubbish, debris and garbage from the public right-of-ways adjacent to either the front or side of his lot or parcel, excluding: (1)

public roadway improvements, (2) those areas maintained by the Gainey Ranch Community Association and/or the Gainey Ranch Golf Club.

15. Additions or Alterations

The Master Architectural Committee prior to commencement of any construction must approve buildings, structures, lot or parcel additions or alterations in writing. Any repainting or redecoration of exterior surfaces will also require submission of color scheme to the Master Architectural Committee for approval prior to application.

16. Compliance with the City of Scottsdale Code

(See Exhibit D for Scottsdale Development Standards)

All buildings and structures constructed on Gainey Ranch, and the use and appearance of land within Gainey Ranch, shall comply with all applicable City of Scottsdale Code requirements.

Code violations at condominiums could adversely affect others whenever the structure of a building is affected or a potential safety hazard exists. Therefore, when any such changes are proposed at condominiums, the Master Architectural Committee shall require a copy of a building permit or other acceptable evidence that the related governing agency has approved the proposal prior to the Committee granting its approval to the applicant.

17. Parking

- a) At least two covered off-street parking spaces in a garage must be provided for each single-family detached unit.
- b) Parking of boats campers, trailers, motor homes, recreational vehicles, buses, vans or trucks having a carrying capacity in excess of $\frac{3}{4}$ tons designed for commercial purposes is not permitted within Gainey Ranch, except with the prior written approval of the Master Architectural Committee and in areas attractively screened or concealed from view of neighboring or public property.

18. Compliance with the Fair Housing Amendments Act of 1988 (and any amendments)

All multifamily buildings and structures constructed on Gainey Ranch that meets the criteria for "covered multifamily dwellings", shall comply with all applicable Fair Housing Amendments Act requirements.

SECTION 4

ARTICLE 1

EXHIBIT C

PLANNING, BUILDING & ZONING

Swimming Pools, Hot Tubs and Spas

Effective March 1, 2005, all swimming pool plans are required to identify the location of the required swimming pool barrier fencing and the height of the fencing. This additional requirement will help alleviate problems/concerns that have occurred when fences are built after pool construction and the proposed fence location does not meet the city's setback and/or open space requirements. By notating the location and height of the fence, staff can review this information at the time they are reviewing pool construction plans. This simultaneous review will minimize the possibility of confusion/limited options related to pool fence construction.

Setbacks

The standard setback requirements for pools is 3' from the property line UNLESS the property has an easement (i.e. PUR, drainage, NAOS and a use and benefit easement), and in that case, the swimming pool, pool deck AND pool equipment cannot violate/disturb the easement.

Barriers

All New Swimming Pools, Spas And Water Features With A Depth Of Over 18" Shall Be Required To Be Permitted By The City Of Scottsdale And Or Maricopa County. A Copy Of The Permit Will Be Required To Be Kept On Site At All Times As Well As A Copy Provided To The GRCA. A Copy Of Final City Inspection Approvals Shall Also Be Required To Be Provided To The GRCA. Scottsdale's current swimming pool barrier requirements apply to all single-family residential swimming pools, spas and hot tubs constructed after July 20, 1995. There are no exemptions for households without children.

Swimming Pools, Hot Tubs & Spas must conform to the currently adopted International Building Code and international swimming pool and spa code (ISPSC). The purpose of these requirements is to provide an integrated level of protection against potential swimming pool drownings through the use of physical barriers and warning devices. It is not intended as a substitute for adult supervision of children.

The current requirements for new swimming pools include a fence that separates the pool from OTHER property (commonly a perimeter fence, located on the property line) that is at least 60" (5'-0") high; and a barrier that separates the pool from the house on the SAME property, which may be a fence 48" high.

Since the requirements are not retroactive, pools constructed prior to July 15, 1992, need only comply with the 54" perimeter yard fencing and gate requirement in effect at the time. Pools constructed from July 15, 1992, until July 20, 1995, must meet the current requirements, except perimeter fence height, which was 54" (4'-6") at the time. (Or Current Standards)

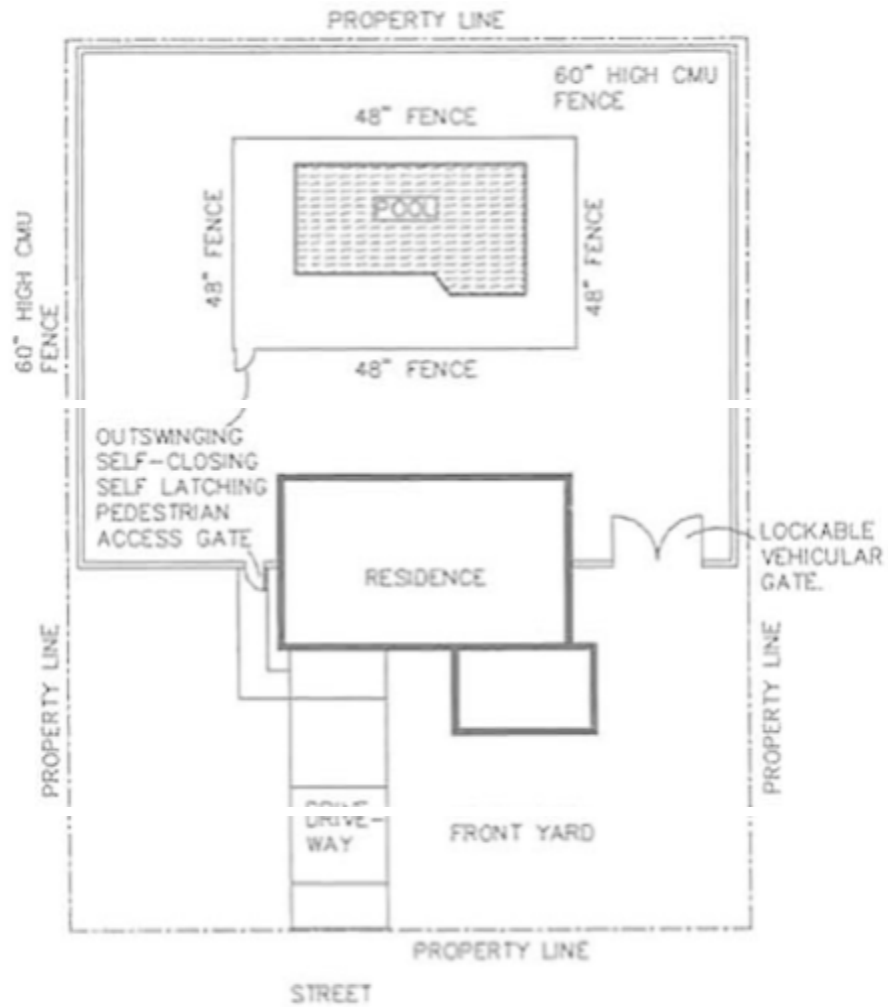
It is the responsibility of the pool builder to inform the new pool owner of the current barrier and site safety) requirements. It is the responsibility of the property owner or any other person in charge of a swimming pool to ensure that the required swimming pool barrier, including gates, doors, alarms, locks and / or latches are maintained in safe and good working order at all times.

Click below for Scottsdale Building Permit and information and specific information on pools, hot tubs and spas.

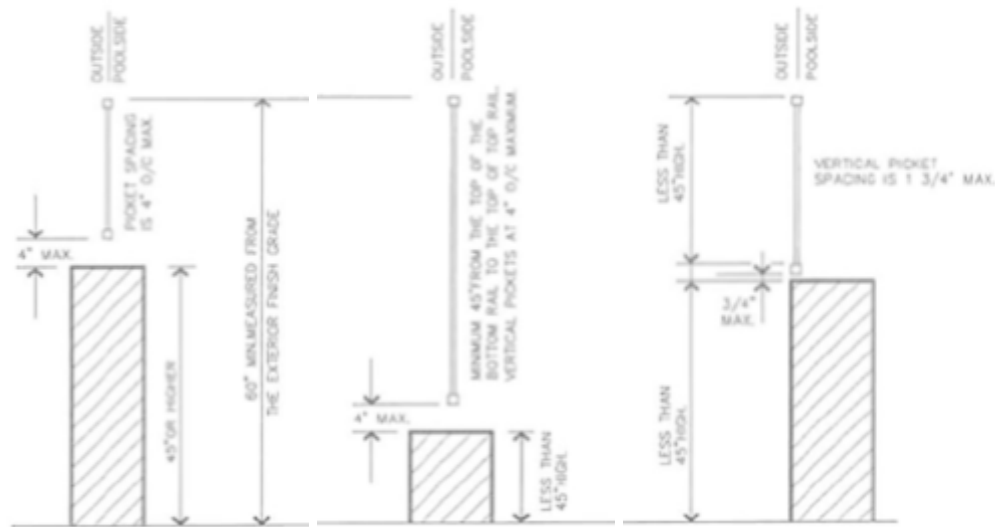
<https://www.scottsdaleaz.gov/planning-development/permit-services>

<https://www.scottsdaleaz.gov/codes-and-ordinances/swimming-pools>

Swimming Pools, Hot Tubs and Spas must provide detailed drawings, like the examples below.



Fence Details:



See City of Scottsdale Ordinance # 3505 for other current information.

AG103.1 Outdoor Swimming Pool

An outdoor swimming pool shall be provided with a barrier that shall be installed, inspected and approved prior to plastering or filling with water. The barrier shall comply with the following excerpt from the most current Uniform Building Code:

1. The top of the barrier shall be at least 60 inches (1524 mm) above grade measured on the side of the barrier that faces away from the swimming pool. The top of a barrier that separates the pool only from habitable spaces on the same property shall be at least 48 inches (1219 mm) above grade measured on the side of the barrier that faces away from the swimming pool. The maximum vertical clearance between grade and the bottom of the barrier shall be 2 inches (51 mm) measured on the side of the barrier that faces away from the swimming pool. The maximum vertical clearance at the bottom of the barrier may be increased to 4 inches (102 mm) when grade is a solid surface such as a concrete deck, or when the barrier is mounted on the top of the above ground pool structure. [See detailed drawings.](#)

When barriers have horizontal members spaced less than 45 inches (1143 mm) apart, the horizontal members shall be placed on the pool side of the barrier. Any decorative design work on the side away from the swimming pool, such as protrusions, indentations or cutouts, which render the barrier easily climbable, is prohibited.

Where common fences on adjacent property lines of existing developed lots serve as the barrier, the height may be measured on the side that faces the swimming pool. The pool side of the barrier shall be not less than 20 inches from the edge of the water.

2. Openings in the barrier shall not allow passage of a 1 3/4-inch-diameter (44.5 mm) sphere.

EXCEPTIONS:

- a. When vertical spacing between such openings is 45 inches (1143 mm) or more, the opening size may be increased such that the passage of a 4-inch-diameter (102 mm) sphere is not allowed.

- b. For fencing composed of vertical and horizontal members, the spacing between vertical members may be increased up to 4 inches (102 mm) when the distance between the tops of horizontal members is 45 inches (1143 mm) or more.

3. Chain link fences used as the barrier shall not be less than 11 gauge.

4. Where access gates are provided, they shall comply with the requirements of Items 1 through 3. Pedestrian access gates shall be self-closing and have a self-latching device. Where the release mechanism of the self-latching device is located less than 54 inches (1372 mm) from the bottom of the gate, (1) the release mechanism shall be located on the pool side of the barrier at least 3 inches (76 mm) below the top of the gate, and (2) the gate and barrier shall have no opening greater than 1/2 inch (12.7 mm) within 18 inches (457 mm) of the release mechanism. Pedestrian gates shall swing away from the pool. Any gates other than pedestrian access gates shall be equipped with lockable hardware or padlocks and shall remain locked at all times when not in use.

5. Where a wall of a Group R, Division 3 Occupancy dwelling unit serves as part of the barrier and contains door openings between the dwelling unit and the outdoor swimming pool that provide direct access to the pool, a separation fence meeting the requirements of Items 1, 2, 3 and 4 of Section AG103.1 shall be provided.

EXCEPTION: One of the following may be used in lieu of a separation fence:

- c. Self-closing and self-latching devices installed on all doors with direct access to the pool with the release mechanism located a minimum of 54 inches (1372 mm) above the floor.

- d. An alarm installed on all doors with direct access to the pool. The alarm shall sound continuously for a minimum of 30 seconds within seven seconds after the door and its screen, if present, are opened, and be capable of providing a sound pressure level of not less than 85 dBA when measured indoors at 10 feet (3048 mm). The alarm shall automatically reset under all conditions. The alarm system shall be equipped with a manual means, such as a touch pad or switch, to temporarily deactivate the alarm for a single opening. Such deactivation shall last no longer than 15 seconds. The deactivation switch shall be located at least 54 inches (1372 mm) above the threshold of the door.

- e. Other means of protection may be acceptable so long as the degree of protection afforded is not less than that afforded by any of the devices described above.

6. Where an aboveground pool structure is used as a barrier or where the barrier is mounted on top of the pool structure, and the means of access is a ladder or steps, then (1) the ladder or steps shall be capable of being secured, locked or removed to prevent access or (2) the ladder or steps shall be surrounded by a barrier that meets the requirements of Items 1 through 5. When the ladder or steps are secured, locked or removed, any opening created shall be protected by a barrier complying with Items 1 through 5.
7. A pool safety cover which complies with ASTM F 1346 may be used to meet the requirements of Items 1 through 6 above for barrier protection between the dwelling unit and swimming pool provided all other portions of the perimeter fencing around the yard are installed and maintained as required. If switching devices are used for operation of the pool safety cover, they shall be key-operated, locked away, or otherwise located in an inaccessible location. An inaccessible location shall be at a height of at least 54 inches above the deck or adjacent ground level and where the entire pool can be visually inspected during cover operation.
8. The building official may grant an exception to the above barrier requirements when it is determined that there is a natural barrier existing on the premises in the form of thorny/spiny vegetation, landscaping, or topography which prevents access to the pool area. An exception may also be granted for barrier protection between the dwelling unit and swimming pool when such protection precludes access by a disabled adult resident.

AG103.2 Indoor Swimming Pool

For an indoor swimming pool, protection shall comply with the requirements of Section 103.1, Item 5.

AG104 Spas and Hot Tubs

For a non self-contained and self-contained spa or hot tub, protection shall comply with the requirements of Section 103.1.

EXCEPTION: A self-contained spa or hot tub equipped with a listed safety cover shall be exempt from the requirements of Section 103.1.

AG105 Responsibility of Builder/Installer

In the case of new swimming pool, spa, or hot tub construction, it shall be the responsibility of the builder/installer to inform the pool owner of the above barrier requirements. See <https://www.scottsdaleaz.gov/codes-and-ordinances/swimming-pools>

AB106 Responsibility of Owner/Tenant

It is the responsibility of the property owner and any other person in responsible charge of a swimming pool to ensure that the required swimming pool barrier, including all gates, doors, locks, alarms, and latches are maintained in safe and good working order at all times. No person shall alter or remove any portion of a swimming pool barrier except to repair, reconstruct, or replace the barrier in compliance with the provisions of this chapter.

AG107 Nuisance and Property Maintenance

Swimming pools, spas, and hot tubs constructed after the enactment of this chapter which are not enclosed or protected by a barrier as required in Section 103.1 are hereby declared to be unsafe and nuisance, and shall be resolved by the Code Enforcement Unit of the Planning & Development Department under the procedures outlined in Chapter 18 of the Scottsdale Revised Code.

Pre-existing Pools

Since the requirements are not retroactive, pools constructed prior to July 15, 1992, need only comply with the 54" perimeter yard fencing and gate requirement in effect at the time. Pools constructed from July 15, 1992, until July 20, 1995, must meet the current requirements, except perimeter fence height, which was 54" (4'-6") at the time.

SECTION 4

ARTICLE 1

EXHIBIT D

**AMENDED DEVELOPMENT STANDARDS
R1-7 PCD**

Section 5.503 Property Development Standards

The Following Property Development Standards Shall Apply To All Land And Buildings In The R1-7 District.

A. Lot Area

There Shall Be No Minimum Lot Area. Maximum Density As Shown On The Development Plan Shall Be The Governing Factor To Determine The Number Of Dwelling Units In Any Subdivision.

B. Lot Dimension Width

There Shall Be No Minimum Lot Width. Density And Subdivision Design Shall Determine Minimum Lot Width.

C. Density

There shall not be more than one single-family dwelling unit on any one lot. Guest Houses are permitted with wet bar facilities.

D. Building Height

No building shall exceed thirty (30) feet in height, except as otherwise provided in Article VII.

E. Yards

1. Front Yards

- a. There Shall Be A Front Yard Having A Depth Of Not Less Than Ten (10)-Feet Except Where A Garage Or Carport Opening Parallels The Street, Then The Garage Or Carport Must Maintain A 20' Setback.
- b. Where Lots Have A Double Frontage On Two Streets, The Required Front Yard Of Ten (10) Feet Shall Be Provided Or Both Streets. These Requirements Apply To The Setbacks Only And Fences, Pools And Accessory Buildings Can Be Maintained In One Yard.
- c. Where A Lot Is Located At The Intersection Of Two Or More Streets, There Shall Be A Yard Conforming To The Front Yard Requirements On All Streets.

2. Side Yard

- a. There Shall Be Side Yards Having An Aggregate Width Of Not Less Than Ten (10) Feet. Zero Lot Lines Shall Be Permissible. However, If A Yard Is Maintained It Shall Not Be Less Than Five (5) Feet.
- b. No Accessory Building Shall Be Located In The Required Side Yard Abutting The Street. A Private Garage, Whether Attached Or Detached, Having Perpendicular Access From The Side Street Shall Be Located Not Less Than Twenty (20) Feet From The Side Property Line Abutting Said Street.
- c. No "Common" Wall Units Will Be Allowed, Except As Approved By Development Review.

3. Rear Yard

There Shall Be A Rear Yard Having A Minimum Depth Of Ten (10) Feet.

4. Building Coverage

The Area Covered By Building(S) Shall Not Exceed Fifty (50) Percent Of The Net Lot Area.

5. Other requirements and exceptions as specified in Article VII.

F. Distance Between Buildings

1. There shall be not less than six (6) feet between an accessory building and the main building.
2. THE MINIMUM DISTANCE BETWEEN MAIN BUILDINGS ON ADJACENT LOTS SHALL NOT BE LESS THAN TEN (10) FEET.

G. Buildings, Walls, Fences and Landscaping

1. Walls, Fences And Hedges Not To Exceed Eight (8) Feet In Height Shall Be Permitted On The Property Line Or Within The Required Side Or Rear Yard. Wall, Fences, And Hedges Shall Not Exceed Three (3) Feet In Height On The Front Property Line Or Within The Required Front Yard, Except As Provided In Article Vii And Subsection 2 Below. The Height Of The Wall Or Fence Is Measured From Inside The Enclosure.
2. In The Front Yard Walls And Fences Of Maximum Six (6) Feet In Height Are Allowed Providing:
 - a. The Wall Or Fences Shall Be Set Back Three (3) Feet From The Front Property Line.
 - b. The Provisions Of Section 7.104 Shall Apply On Corner Lots.

3. In The Required Front Yard, Patio Covers Are Allowed When In Conjunction With The Enclosure Of The Front Yard Subject To The Following Requirements.
 - a. The Area Encompassed By The Patio Cover Shall Not Include More Than Twenty (20) Percent Of The Area Between The Front Property Line And The Front Setback Line.
 - b. The Patio Cover Shall Be Set Back A Minimum Of Ten (10) Feet From The Front Property Line.
 - c. The Patio Cover Shall Be Structurally Integrated With Similar Or Compatible Building Materials To The Roof System Of The Main Building.
 - d. The Patio Cover Shall Be Constructed So That A Minimum Of Fifty (50) Percent Of The Roof Structure Is Open And Unobstructed To The Sky.
4. Swimming Pools Shall Be Screened From Adjacent Properties By A Protective Fence Or Permanent Structure Not Less Than Four And One-Half (4.5) Feet In Height. The Swimming Pool Shall Be Protected By A Protective Enclosure, Which Shall Be Controlled By Use Of Self-Closing Gates With Self-Latching Devices. Swimming Pools Shall Be Permitted In Front Yards.

H. **Access**

All lots shall have vehicular access on a dedicated street, unless a secondary means of permanent vehicular access has been approved on a subdivision plat.

Section 5.504 Off-Street Parking

The provisions of Article IX shall apply.

Section 5.505 Signs

The provisions of Article VIII shall apply.

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SECTION 4

ARTICLE II

LANDSCAPE REQUIREMENTS

A. INTRODUCTION

The Master Architectural Committee is requiring that all private landscape developments respect the integrity of existing conditions at Gainey Ranch, with particular concern for how individual rear yards relate to the golf course. Plan approvals will not be granted without the following information.—The following is a list of all information that must be indicated on the proposed landscape plan prior to architectural review.

B. EXISTING OFF-SITE CONDITIONS TO BE SHOWN

1. Golf course - If the lot is adjacent to the golf course, identify and locate all trees, major shrub massings, golf cart paths, greens, tees, turf edges and relative grades with respect to the building pad.
2. Adjacent lots - For each lot adjacent to the owner's lot, the submittal must locate the existing unit/proposed pad, rear and side yard walls (height and location), existing trees and note view corridors.
3. Street - Landscaping and grading adjacent to the street shall be the Gainey Ranch landscape theme, as determined by the Master Architectural Committee.
4. Walls - A combination of landscaping and low walls shall be used to screen all patios visible from the street. Walls within the landscape easement must be low. No walls may be constructed between the sidewalk and the curb.

C. EXISTING ON-SITE CONDITIONS TO BE SHOWN

1. Each lot or parcel shall include a minimum of one (1) mature street theme tree placed every 60' of frontage, minimum size 36" box, in accordance with the overall Gainey Ranch street landscape theme.
2. Indicate property line boundaries and easements.
3. Supply floor plan with door and window openings.
4. Relative heights, colors and finishes of all exterior paving, patio areas, rear and side yard walls, stairs, benches, pools and spas, gates, fountains, outdoor barbecues and fireplaces and free-standing structures, etc.

5. Grading and drainage - location and height of any proposed grading or mounding, retention areas, drainage of all patios and spot elevations relative to pad grade. No decks, patios or other finished surfaces may exceed 12" above the delivered pad grade. Raised planter walls or other landscape features approved on an individual basis.
6. Plant materials - name, size and location from the GRCA approved plan list.
7. Irrigation method and control equipment location.
8. Location and screening of air conditioning and pool equipment.
9. Exterior lighting - location, type and finish of materials for all landscape, walkway and building lighting.
10. Sun control - window treatment, awning, patio covers, color of materials, finishes and type of construction and solar panels.
11. All completed and sold dwelling units must have the front and golf course rear yards landscaped and street trees planted within four (4) months of occupancy, but in no event later than six (6) months from the date of Certificate of Occupancy.

D. PLANT PALETTE GUIDELINE

Although the proposed plant palette may be in accordance with these guidelines, never-the-less, the proposed landscape plan and installation is subject to prior written approval of the Master Architectural Committee. Once a plan is approved by the Master Architectural Committee, no changes or deviations shall be made without the prior written approval of the Committee.

1. Approved plant list

- A. The Gainey Ranch Master Architectural Committee has identified the plants, on the attached Exhibit E, as being compatible with the existing Gainey Ranch landscape theme. Any proposed species not identified on this list shall require specific reasons for requesting a variance. The MAC has the sole authority to update the GRCA approved plant list from time to time as conditions warrant it
- B. Past experience has demonstrated that the following plant varieties are extremely frost tender and are not recommended for use other than on southern exposures or in protected courtyard areas:

Thevetia, ficus nitida, all varieties of lantana, natal plum, cape honeysuckle, bougainvillea, asparagus fern and hibiscus.

The Master Architectural Committee may require a reduction in the number of frost tender plants used in the areas maintained by the Association. Recommended substitutes include: Bottle tree, photinia standard, verbena, xylosma, privet, Hall's honeysuckle, rosemary, pyracantha, Lady Bank's rose, Carolina jasmine and myoporum.

2. Front yards

All front yard plantings must include only those plant materials that have been previously approved as the project standard as established by each Satellite Association.

3. Rear or side yard - Golf course

A. The following plantings may not be planted in the rear or side yard.

- (i) Fan palms and all palm trees whose mature height exceeds six feet (6') with the exception of date palms (*Phoenix dactylifera*). Queen palms, saguaro and ocotillo will be reviewed on an individual lot basis and must be held to a minimum of approximately ten feet (10') away from the rear golf course wall.

The following varieties are approved for use at specific locations in the rear and side yard as approved by the Gainey Ranch Master Architectural Committee: Mediterranean fan palm, sago palm, and roebellini palm.

- (ii) All pines, cypress, juniper, and cedar varieties that exceed the height of the masonry portion of the rear patio wall. Dwarf varieties less than six feet (6') in height may be used immediately adjacent to the dwelling or in private garden patios.
- (iii) Exotic topiary plantings such as, but not limited to, pom-pom olives and bonsai junipers are not approved. Specimen cacti and succulents must not exceed the height of the masonry portion of the rear patio wall, or side yard wall without specific Master Architectural Committee approval.

B. Recommended rear yard tree varieties are encouraged to reflect the existing plant palette on each of the separate courses as follows:

- (i) Lakes course - Eucalyptus varieties, willows, evergreen elm, ash, California pepper, Brazil pepper, jacaranda, bottle tree, African sumac, evergreen pear.
- (ii) Dunes course - Palo verdes, mesquites, acacias, lysiloma, eucalyptus, willow pittosporum, and ironwood.
- (iii) Arroyo course - Desert willow, cottonwood, olive, sycamore, eucalyptus, Australian willow.

4. Rear or side yards - Non-golf course

All proposed plant varieties not included in the EXHIBIT E plant list, which at mature growth will be visible from neighboring property, will most likely be disapproved. All such plant varieties must also fit into the particular area landscape theme.

SECTION 4

ARTICLE III

SUN CONTROL GUIDELINES

Please refer to the Satellite Association manual as the Sun Control standards differ for each Satellite Community.

SECTION 4

ARTICLE IV

GUTTER AND DOWNSPOUT GUIDELINES

Please refer to the Satellite Association manual as the Gutter and Downspout standards differ for each Satellite Community.

SECTION 4

ARTICLE V

PERMANENT SIGNAGE FOR SATELLITE COMMUNITIES

A. RESIDENTIAL ENTRYWAY SIGN

1. GRCA, as the property manager, is responsible for obtaining necessary City of Scottsdale permits.
2. One sign on either side of an entryway not to exceed 24 square feet per entry, or two 12 square foot signs (on each side of each community entryway).
3. The sign shall not exceed 5 feet from ground level to the top of the sign.
4. The location and design must be approved by the Master Architectural Committee prior to installation.
5. As a permanent installation, the sign must be compatible with the landscape wall and the architectural concept of the project.

B. MISCELLANEOUS SIGNS

Satellite association amenity signs, i.e., walks, pools, tennis courts, house numbers, directionals, parking, etc., must be presented as an overall coordinated project design and will be approved on a community by community basis.

SECTION 4

ARTICLE VI

TEMPORARY & PERMANENT NON-RESIDENTIAL SIGNS

The governing Gainey Ranch documents do not authorize the Gainey Ranch Community Association to approve signage posted on non-residential property. Consequently, this Article specifies the Master Architectural Committee's proposed signage ordinance relating to temporary signage on non-residential Gainey Ranch property for enforcement by The City of Scottsdale. The purpose of these restrictions is to promote signage throughout Gainey Ranch that is consistent and responsive to the established Gainey Ranch signage ordinance relating to residential property and thus suitable to the Gainey Ranch environment.

A. TEMPORARY NON-RESIDENTIAL SIGNS

1. The owner is responsible for obtaining the necessary City of Scottsdale permits.
2. Signs must be suitably framed and be compatible with such Parcel's permanent signage. The background paint color must be "Gainey Warm White" or relate to the building color adjacent to the sign. The sign may be single or double sided with the single side finished on both sides for a complete finished look.
3. Maximum size for the sign shall not exceed 4' X 4' in area, nor shall the sign exceed 5 feet in height.
4. The sign shall be framed and include support posts at each end rather than one single post.
5. The sign may not be illuminated by direct lighting.
6. The sign may not be located in the City of Scottsdale right-of-way.
7. If more than one sign is posted simultaneously on a Parcel, no sign shall be closer than 10 feet to another sign.
8. Sign(s) shall be removed within 10 days after its purpose has been fulfilled.
9. Sign(s) must be maintained in good repair at all times and kept in a neat and clean condition.

B. PERMANENT NON-RESIDENTIAL SIGNS

1. Owner/Builder/Architect (or responsible party) must obtain all necessary City of Scottsdale permits.
2. As a permanent installation, the sign must be compatible with and tie into the existing building elements or the Parcel sign package.
3. Permanent signage must be maintained in good repair at all times and kept in a neat and clean condition.
4. The sign may be illuminated by direct lighting.

SECTION 4

ARTICLE VII

FOR SALE SIGNS – CONDOMINIUMS

1. A maximum of two standard "For Sale" signs and sign riders are permitted to be displayed on the inside windows of a condominium unit. One sign is permitted on both a front and rear elevation window.
2. A light weight material shall be used on the standard window sign
3. To accommodate the legibility from a distance, the size of the window signs may be in conformance with the industry standard size allowed by Arizona law and not exceeding 18" x 24" and a sign rider not exceeding 6" x 24". Since a separate window sign and rider are impractical to display, the rider may be incorporated into the window sign to form one 24" x 24" sign. However, the information contained on the sign may not be combined. Therefore, the allowed rider information must appear at the bottom portion of the sign and may not exceed the 6" x 24" size allotment.
4.
 - a) The standard rider sign may be incorporated within the "For Sale" sign as described in paragraph 3 above and may contain only the name of the realty and/or person offering the property along with a telephone number.
5. No attachments to the sign and rider are allowed.
6. No signs may be placed outside the unit including on patios, balconies, walls, fences, and railings or on any Association common area.
7. Within three (3) days after the close of escrow the window sign must be removed.

SECTION 4

ARTICLE VIII

FOR SALE SIGNS – SINGLE FAMILY RESIDENCES

1. Only one standard Gainey Ranch "For Sale" sign and sign rider, or One Arizona State approved "For Sale" sign and standard sign rider is also permitted to be used in the front yard of the property being sold.
2. The specifications of the Arizona State approved "For Sale" sign are as follows:
 - a) The sign may not exceed 18" x 24", which conforms to industry standards.
 - b) The sign rider shall not exceed 6" x 24", which conforms to industry standards.
3. No other attachments to the sign are allowed, such as but not limited to fliers, tubes or containers, balloons, banners or other promotional materials.
4. The sign must be located on the owner's property, not on community property, and must be at least three feet (3') from a sidewalk or right-of-way and not exceed three feet (3') in height.
5. The sign shall be appropriately maintained and shall not be illuminated or extend beyond the selling owner's property.
6. Within three (3) days after the close of escrow the sign and post must be removed.
7. Arizona State standard "For Sale" sign and sign rider is permitted to be displayed on an inside window of the rear elevation of the home.
8. A light weight material shall be used on the standard window sign
9. To accommodate the legibility from a distance, the size of the window signs may be in conformance with the industry standard size allowed by Arizona law and not exceeding 18" x 24" and a sign rider not exceeding 6" x 24". Since a separate window sign and rider are impractical to display, the rider may be incorporated into the window sign to form one 24" x 24" sign. However, the information contained on the sign may not be combined. Therefore, the allowed rider information must appear at the bottom portion of the sign and may not exceed the 6" x 24" size allotment.
10. Sign size, material and graphic must meet Arizona real estate sign guidelines.
11. The restrictions specified in paragraph #'s 2, 5, & 6 above shall also apply to the rear window sign.
12. Signs advertising "For Lease" or "For Rent" are prohibited. Consequently, the above described "For Sale" signs containing the word "Available" may only be used for properties for sale.

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SECTION 4

ARTICLE VIX

RESIDENTIAL OPEN HOUSE AND SIGN RULES

A. General Rules

1. Open houses are allowed between 8:00 AM to 6:00 PM daily. Open house signs are limited to one sign per house, placed on the owner's property. In condominium communities, open house sign placement is limited to patios, balconies and windows.
2. GRCA sponsored open houses shall be permitted only on Wednesdays, Saturdays and Sundays between the hours of 11:00 AM and 5:00 PM.
3. Upon allowing entry through a manned security plaza the security officer shall provide the prospective purchaser with a map of Gainey Ranch and a listing of the registered open houses.
4. GRCA sponsored open houses must be registered with the Administration Office. Registrations must be renewed weekly. Agents must submit separate registration forms for Wednesdays, Saturdays and Sundays. All open houses must be registered with the security officer at the West Security Plaza. The realtor must advise the officer of the address of the open house and a contact phone number so visitors can be granted access. Access to the Administrative Offices must be done during the week, between 8AM and 4PM, before the Open House can proceed.
5. Entry to the following Satellite Communities is accomplished through remote unmanned security gates: Vaquero Drive, Arroyo Vista, North Meadow, North Meadow II, 7400 Gainey Club Drive, and 8989 Gainey Center Drive. Non-resident entry through these remote gates is controlled by a security officer located at the West Security Plaza. The realtor is required to advise the security officer both upon his/her arrival and departure at the open house site. This process will accommodate access to visitors who won't be granted access unless the gate officer is advised of the realtor's presence at the home. The realtor is granted entry by the owner or by informing the security officer over the remote telephone entry unit of his/her name plus the entry code of 000.. The realtor should be on the homeowners Authorized Entry List within Gate Access.

B. Sign Rules

To facilitate the locating of open houses, the Gainey Ranch Community Association has made open house directional tent signs available for purchase by residential property owners and/or their real estate agents.

The use of open house directional signs is subject to the following rules:

1. Only authorized Gainey Ranch open house directional signs shall be permitted and the signs will be provided and sold to users by Gainey Ranch Community Association at a cost to partially defray the Association's outlay.

2. Usage Restrictions:

a) Single Family – One sign may be placed in front of the residence to identify the location of the open house.

b) Condominiums – One sign may be placed in front of the condominium building and another smaller sized sign may be placed close to the front door of the residence to clearly identify the residence being held open. The larger sign placed in front of the condominium building may also have a small computer typed or professionally prepared sign attached indicating only the condominium number of the open house.

c) Interior Entries & Other Locations - One sign may be placed in the entry of those subdivisions that are accessed through a manned security plaza to designate a current open house for the information of Gainey Ranch guests and residents. Even though there may be more than one open house simultaneously occurring in a given interior subdivision, only one sign shall be permitted in the entry. Additionally, a sign may also be placed within subdivisions at intersections where a directional sign is needed to further assist prospects in locating the open house.

d) Exterior Entries - One sign may be placed in front of any Gainey Ranch exterior entry to designate an open house within the community. Gainey Ranch security shall be exclusively responsible for placing the open house sign in front of the east and west security plazas. No open house signs shall be allowed in front of the north security plaza on Mountain View Road. No directional signage is permitted within City of Scottsdale road right-of-way.

e) Telephone Entry Systems – Nothing is allowed to be attached or needed on the telephone entry system since access into the community will be exclusively handled by a security officer at either the East or West Security Plaza.

3. Directional signs may be purchased at the Administration Office, Monday through Friday between 8:30 AM – 5:00 PM (480 951-0321). When a sign has been purchased, the sale is considered final and the Association will not buy back used signs.

4. Signs other than those authorized will be confiscated by Gainey Ranch Security.

5. Open house directional signs shall be permitted only on Wednesday, Saturday and Sunday between the hours of 12:00 noon and 5:00 pm.

6. Proper maintenance of open house signs shall be the responsibility of the sign owner. When the appearance of a sign no longer meets the Gainey Ranch standard, in the sole discretion of the Gainey Ranch Community Association, it may not be used on Gainey Ranch.

7. Signs intended to designate the unit having an open house must be placed directly in front of the unit and in back of the curb and/or sidewalk.

8. Open house directional sign privileges will be suspended for 60 days for those who violate any of these rules. The Gainey Ranch Community Association reserves the right at its sole discretion to permanently revoke the use of directional signs for anyone who violates these rules without reimbursement of any of the purchase price.

9. A summary of some, but not necessarily all, violations of these rules are as follows:

- a) Failure to properly maintain a sign being displayed on Gainey Ranch.
- b) Using a directional sign other than the sign authorized by the Gainey Ranch Community Association.
- c) Attaching balloons, additional information, Realtor name or anything else to the sign.
- d) Using a sign at any time other than at the approved location (See B2 & B7 above).
- e) Placing a sign at unapproved locations or using more signs than are approved at any given location.

10. The Gainey Ranch Community Association reserves the right to amend these rules at any time without notification to the property owners.

SECTION 5

ARTICLE I

GAINNEY RANCH CONSTRUCTION POLICIES

A. INTRODUCTION

Gainey Ranch was planned and created as one of the most sophisticated and prestigious master planned communities in the United States. The residents and guests of Gainey Ranch should receive privacy, security, quality construction and a superior living environment. Every aspect of the development of Gainey Ranch requires unusually high standards of design, safety, maintenance, appearance and construction. The Gainey Ranch Community Association is committed to maintaining these high standards and the overall quality of life planned for Gainey Ranch and the established Construction Policies shall apply to all persons and firms engaged in or responsible for construction or development on Gainey Ranch.

The term "contractor" is used herein to refer to all such persons and firms engaged in or responsible for construction on Gainey Ranch, including all property owners, developers, and/or general contractors responsible for construction activities. Such contractors shall be responsible for compliance with these policies by all persons and firms employed or otherwise permitted access to Gainey Ranch by such contractors, including all employees, agents, subcontractors, material suppliers, guests, etc. Gainey Ranch Community Association (GRCA) may monitor all construction activities for compliance with these policies and reserves the right to pass judgment upon compliance by such contractors and to enforce, amend or temporarily waive any or all policies at any time. Violations of these policies will be reported to the responsible contractor who shall take immediate action to correct the violation. If corrective action is not taken by the responsible contractor, GRCA shall have the right to suspend the work or any portion hereof; to evict the contractor and/or offending party for such time as GRCA shall deem appropriate; and/or to permanently refuse access to the contractor and/or offending party.

These policies shall be attached to and shall become a condition of all contracts, subcontracts and orders for construction activities on Gainey Ranch.

B. CONSTRUCTION SITE

1. 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. No containers, dumpsters, storage units/POSa, office trailers, and/or port-a-johns, etc., shall be located on any site, driveway, street or any location in Gainey Ranch without the prior written approval of the Architectural Coordinator. Written approval shall include the location and time limits for the item's removal. No debris shall exceed the height of the container so as to be unsightly or unsafe and all containers shall be covered at the end of the workday so as to prevent the blowing of debris out of the container.

- a. Dumpsters must fit in the residents driveway with enough space to be able to close the garage door, not block streets in any manner, nor have any graffiti on it. Dumpsters can only be in a residents driveway for 1 month. If the dumpster is required for longer than 1 month, the satellite must approve this. If not

- approved, the dumpster must be removed. Failure to remove a dumpster may result in a fine to the owner of the property.
- b. Port-a-potties must be shielded from the neighbor's view.
 - c. Storage PODs must be able to fit in the residents driveway or garage, not block the sidewalks, nor have any graffiti on it.
 - d. All temporary structures shall be promptly removed from the site upon completion of construction.
2. Except when actually required for use in construction, all materials, tools, supplies, equipment, vehicles, etc., shall be kept in storage within the residents garage or driveway, and be covered as appropriate.
 3. The contractor shall provide drinking water and sanitary facilities for all construction personnel. Use of golf course facilities is strictly forbidden. Golf course irrigation water is treated effluent and is therefore not suitable for human consumption.
 4. The contractor shall coordinate and schedule all construction activities so as to minimize interference, interruption, and nuisance to residents and guests of Gainey Ranch. Construction hours shall be limited as follows:
 - Summer Hours: April 1st thru October 31st. Monday through Friday, 6:00 a.m. to 5:00 p.m.
 - Winter Hours: November 1st thru March 31st. Monday through Friday, 7:00 a.m. to 5:00 p.m.
 - Saturday Hours: 8:00 a.m. to 4:00 p.m., light work only
 - No work permitted on Sundays or Association-recognized holidays

No construction activity shall be permitted on Sundays or holidays unless prior written approval is obtained from the Security.

D. RESTRICTION TO JOB SITE

1. Construction access to Gainey Ranch is restricted to construction personnel and vehicles, including deliveries, duly authorized by GRCA, or other property owners of Gainey Ranch. To gain access to Gainey Ranch, all vehicles including but not limited to contractors and subcontractors must be on the security acceptance list. Failure to provide security with such proof of authorization will result in denial of access to the site or eviction from the site as appropriate. The contractor shall be responsible for damages, accidents, injuries, etc., caused by or resulting from the actions and/or negligence of any person or entities permitted access to Gainey Ranch, including those whose services or work have been terminated by the contractor for any reason.
2. Access to the Gainey Ranch community shall be directed to either the West or East Gate, or any of the guarded gates for a particular satellite community. The contractor should provide the guard the name of the resident and their address, to gain approved entry. From November 1, through March 31st, winter hours will be in effect from 7:00AM-5PM, Monday through Friday, except holidays. During summer months (April 1st through October 31st),

summer hours will be in effect from 6:00 AM until 5pm, Monday through Friday, except holidays.

3. Authorized access shall be limited to the specific work site for which access was deemed necessary, during work hours only. Access to the golf course or to other parcels or common areas and facilities is prohibited at any time.
4. Contractors are to proceed directly to the job site and are not to loiter within Gainey Ranch. Refrain from speeding or driving recklessly or carelessly. Violations shall be the reason for immediate eviction from Gainey Ranch.

E. CONDUCT OF CONSTRUCTION WORKERS

1. All construction personnel shall maintain their appearance and conduct in an appropriate manner as determined by GRCA.
2. Workers are restricted to their respective job site while on Gainey Ranch, including lunch breaks, rest periods and other non-productive times. The golf course and other common amenities and facilities are off-limits at all times.
4. Workers shall not interfere with nor create a nuisance for any residents or guests of Gainey Ranch or their use and enjoyment of the facilities and amenities provided on Gainey Ranch, including but not limited to the use and enjoyment of the golf course. Artificial noisemakers such as radios, tape players, speakers, horns, fireworks, etc., are prohibited and are subject to confiscation by the Gainey Ranch security force and violators will be subject to eviction from the site and loss of future access to Gainey Ranch.
5. Absolutely no pets, children, alcoholic beverages, non-prescribed drugs, firearms or other weapons are permitted on any construction site on Gainey Ranch at any time. Violators will be subject to permanent eviction from the project and possible legal prosecution.

E. ACCIDENTS AND PROPERTY DAMAGE

Accidents or other events resulting in personal injury or damage to any property, landscaping or other improvements owned by the Gainey Ranch Community Association, the Gainey Ranch Golf Course or others resulting from construction activities of the contractor shall be immediately reported to Gainey Ranch Security at 480-948-9378. If the contractor responsible for such damage fails to repair or replace any such damage as directed within the time specified by GRCA or Security, then GRCA may repair or may hire outside contractors or agents to repair the damage. Upon request, the cost of such repair plus GRCA's administrative cost (35%) shall be immediately payable to GRCA by the responsible party together with interest at the rate of 18% on all such costs until paid in full.

F. **WEEKDAY, WEEKEND & HOLIDAY CONSTRUCTION HOURS**

1. **Monday through Friday, Except Holidays**

Construction hours shall be limited to 6:00 a.m. until 5:00 p.m. during the months of April through October. During the months of November through March they shall be limited to 7:00 a.m. to 5:00 p.m.

2. **Saturday** 8:00 a.m. until 4:00 p.m.

No heavy construction or activities generating loud noise will be allowed on Saturday. Contractors desiring to work on Saturday must make the arrangements with the Director of Security, of Gainey Ranch Security by 2:30 p.m. on the preceding Friday. The Director of Security may be reached at his office, phone 480-596-0125 or at the West Security Plaza, phone 480-948-9378.

Construction traffic desiring to enter the large portion of Gainey Ranch must use the East or West Security Gates since the Mountain View Road (North Gate) construction entrance is closed on Saturday.

3. **Sunday and Holidays**

No construction activity is allowed on Sundays or the following holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving and Christmas.

The Mountain View Road construction entrance is unmanned on Saturday, Sunday and the above listed holidays.

4. **Exceptions**

Any exceptions to this policy must be approved in advance and will be reviewed on an individual basis. To request an exception, please call the Director of Security at the Gainey Ranch (480) 596-0125. 24 hour security 480-948-9378.

G. **Construction Parking**

- Contractors must either park in the residents driveway, or park in front of a residents home. This means no more than 4-5 contractors can be parked at a residents home at any time. Contractors may park at the Estate Club and ride share to the site.
- If the contractor brings a trailer, that trailer is counted as one of the vehicles
- Contractors must park on the **Same Side of the Street** and to allow easy access for other residents, or emergency vehicles.
- If you need more space for contractor's vehicles than can fit in the front of the residents home, and/or driveway, please contact the Security Office at 480-948-9378 to make special arrangements
- Oversized Trucks (18 wheelers) and Trailers will not be allowed into Gainey Ranch.
- Driveways, garbage bins, or entry gates must not be blocked
- Homeowners may be fined if their contractors are violating these rules.

F. Contractor Suspensions

Construction on Gainey Ranch is to be performed In accordance with the designs approved by the MAC, In a good and workmanlike manner and in compliance with the Declaration of Covenants, Conditions, Restrictions, Assessments, Charges, Servitudes, Liens, Reservations and Easements for Galney Ranch (the "C&Rs'), these Master Architectural Committee Rules and all applicable statutes, codes and ordinances. Any owner, or their contractor, who violates any portion of these Master Architectural Committee Rules or fails to construct Its improvements, or to otherwise perform Its work, on Gainey Ranch In a good and workmanlike manner, in a manner consistent with the quality standards established in Gainey Ranch and in conformance with all applicable statutes, codes and ordinances may have its right to construct improvements on Galney Ranch temporarily suspended by the MAC or may be permanently barred by the MAC from making any improvements on Gainey Ranch. The MAC also reserves the right to fine a homeowner for their contractor for violating Gainey Ranch MAC or Construction Rules and policies.

Homeowners may be fined according to the MAC Fine schedule in Article III, section B,4.

Any such suspension and/or bar shall be at the sole discretion of the Master Architectural Committee on the basis of the information presented or known to It. However, no suspension or bar shall be imposed unless the following protocols are met.

1. Existing Contracts are allowed to be completed
2. The contractor has been given the proper notice in accordance with MAC guidelines and has been given the opportunity to present to the Master Architectural Committee its position with respect to the circumstances giving rise to the possible bar and suspension.
3. The entire community membership has been given proper notice (to avoid the possibility of an owner entering into a contract with the contractor without being aware of the ban) of a permanent ban or suspension.

Such bar or suspension may be Implemented in such manner as may be deemed appropriate by the Master Architectural Committee, Including but not limited to a refusal to approve the construction of Improvements to be built, in whole or in part, by any suspended or barred contractor.

Any contractor, resident, or Satellite Community, aggrieved by the decision of the Master Architectural Committee to suspend or bar such contractor may appeal the decision in writing to the Board of Directors of the Association but such suspension or bar shall be in effect during the appeal period, Such appeal must be made within ten (10) days after the written decision by the Master Architectural Committee Is given to the contractor. The written appeal shall include the basis for such appeal and shall include all documents supporting the aggrieved parties position. The Board shall meet within fifteen (15) working days after receipt of the appeal at which time the contractor, resident, or Satellite Community will be given

the opportunity to present its case to the Board. The Board will respond with a final written decision to the contractor within five (5) working days.

The Association has the right to pursue legal remedies against the applicable Owner in connection with a contractor's violation of the Governing Documents, including, but not necessarily limited to, (1) assessing fines, after notice and opportunity to be heard; (2) assessing costs against the owner for property damage; and/or (3) filing an injunctive relief lawsuit.

ARTICLE II

GAINEY RANCH CONSTRUCTION PROCEDURES

All Gainey Ranch residential construction activities (interior or exterior) shall be preceded by a pre-construction meeting with GRCA Security management to review and/or obtain a copy of the Gainey Ranch Construction Policies. (Refer to EXHIBIT F for Pre-Construction Meeting form)

Prior to construction, the GRCA may take photos of the sidewalks, driveway and adjacent planters. Upon completion of construction, GRCA shall inspect the site to determine if there was any construction damage to the site.

The contractor shall be responsible for promptly repairing any damage or causing the repairs to be made by others at the contractor's expense. If the contractor fails to make the repairs or reimburse GRCA for making such repairs, the homeowner shall be financially responsible for such construction damage.

The GRCA should issue a letter to the homeowner upon completion of the pre-construction meeting to inform the owner of their ultimate liability for any common area construction damage, and to remind the homeowner to inspect the site prior to making final payment to the contractor.

Upon observation of any interior or exterior construction activity by a Gainey Ranch patrol officer, the officer shall confirm with the construction superintendent that a copy of the Construction Policies was received along with the contractor's attendance at a pre-construction meeting. Whenever a security officer determines that either the Constructions Policies were not received or a pre-construction meeting was not attended by the contractor, an Incident Report shall be prepared and copies issued to the Maintenance Department and Master Architectural Committee Coordinator for the appropriate follow-up.

**Gainey Ranch Community Association
Contractor Work Rules & Acknowledgment Form**

This form must be signed and submitted prior to the start of any construction, remodeling, or landscape work within Gainey Ranch. Contractors and owners are responsible for compliance with all GRCA and MAC rules.

Property & Owner Information

Owner Name: _____

Property Address: _____

Phone / Email: _____

Contractor Information

Company Name: _____

Primary Contact Person (on-site supervisor): _____

Contact Phone Number: _____

ROC License Number: _____

Permitted Construction Hours

The contractor shall coordinate and schedule all construction activities so as to minimize interference, interruption, and nuisance to residents and guests of Gainey Ranch. Construction hours shall be limited as follows:

- Summer Hours: April 1st thru October 31st. Monday through Friday, 6:00 a.m. to 5:00 p.m.
- Winter Hours: November 1st thru March 31st. Monday through Friday, 7:00 a.m. to 5:00 p.m.
- Saturday Hours: 8:00 a.m. to 4:00 p.m., light work only, no loud construction noise
- No work permitted on Sundays or Association-recognized holidays

Parking & Vehicle Restrictions

- Contractor vehicles may not block driveways, fire lanes, mailboxes, or sidewalks.
- Parking is limited to areas immediately adjacent to the project property or other designated areas as assigned by GRCA.
- No overnight parking of contractor vehicles, trailers, or equipment within the community.
- No parking on landscaped areas or common areas at any time.

General Contractor Rules

- All work must match plans approved by the Gainey Ranch Master Architectural Committee (MAC).
- City permits must be posted and visible when required.

Gainey Ranch – MAC Contractor Rules & Fines Cheat Sheet

Before Any Work Begins

Contractors may **NOT** start work until:

- Plans are approved by both the Satellite Committee and GRCA MAC
- All required City of Scottsdale permits are obtained
- Pre-construction requirements and meetings are completed when required
- Starting work without approval may result in fines and stop work orders.

Contractor Performance Standards

Contractors must:

- Perform all work in a good and workmanlike manner
- Follow MAC Rules, Construction Policies, CC&Rs, and all applicable codes
- Build only what was approved — no field changes without MAC approval
- Maintain Gainey Ranch quality standards at all times

Failure to meet standards can result in homeowner fines, contractor suspension, or a permanent ban.

Common Contractor Violations

- Starting construction before MAC approval
- Making changes after approval without resubmitting
- Working without required City permits
- Poor workmanship or rule violations
- Repeated violations leading to contractor suspension or ban from the community.

Fine Schedule (Per Incident)

If **NO** building permit was required, or a minimum permit is required. 1st Offense: \$600

- 2nd Offense: \$1,000
- 3rd+ Offense: \$1,400

If a full building permit **WAS** required:

- 1st Offense: \$950
- 2nd Offense: \$1,350
- 3rd+ Offense: \$1,750

The Board may levy higher fines for egregious violations.

Contractor Suspension or Ban

The MAC may temporarily suspend or permanently bar a contractor after repeated or serious violations.

Before a ban, the MAC must provide notice, allow the contractor to present their side, allow existing contracts to be completed, and notify the community. Contractors may appeal to the GRCA Board within 10 days.



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 \$___ application fee, all pertinent information outline by the architectural coordinator, and 2 copies of architectural and/or landscape plans.

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 fine up to \$ XYX.

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) working 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 I must abide by all GRCA & MAC rules, and that I can find a copy of the GRCA CCR's and MAC rules on the GRCA website. I also 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)

<u>FOR MAC USE ONLY</u>	
Date Received: _____	Date Fee Received: _____
Date Satellite Approved: _____	Check #: _____
Date MAC/Staff Approved: _____	Cash: _____
	Apply to HOA account: _____

**Gainey Ranch Community Association
Contractor Work Rules & Acknowledgment Form**

Acknowledgment & Agreement

I acknowledge that I have read and understand the Gainey Ranch contractor rules. I agree to comply with all requirements and understand that violations may result in fines to the homeowner and suspension or removal of my company's ability to work within Gainey Ranch.

Contractor Signature: _____

Printed Name: _____

Date: _____

Owner Signature: _____

Printed Name: _____

Date: _____