



GR
GAINEY RANCH
COMMUNITY ASSOCIATION

RULES AND REGULATIONS



The Gainey Ranch Community Association's Rules and Regulations are intended to preserve the quality, appearance, safety, and enjoyment of the community for all residents. These rules supplement the Association's governing documents and provide guidance regarding the use of common areas, amenities, residences, and community facilities.



All owners, residents, renters, guests, contractors, and other occupants are expected to comply with these Rules and Regulations, as well as the Association's Declaration, Articles of Incorporation, Bylaws, Architectural Guidelines, and any applicable federal, state, and local laws.



Architectural standards, design requirements, application procedures, and construction regulations are governed separately under the Gainey Ranch Master Architectural Guidelines and any applicable Satellite Association architectural standards. Owners are responsible for obtaining all required approvals prior to commencing any exterior modification, alteration, improvement, or construction project.



Satellite Associations may have additional restrictions, standards, or requirements that supplement these Rules and Regulations. Owners and residents are responsible for reviewing and complying with their individual community's governing documents, rules, architectural guidelines, and policies.

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1. ACCESS CONTROL AND GATE ACCESS DEVICES

Pursuant to the Master Declaration, the Association is responsible for operating and maintaining the Gainey Ranch access control and security systems. To promote the safety and security of residents, the following rules govern the issuance and use of gate access devices.

a. Authorized Access Devices

- The Association may utilize gate access cards, transmitters, decals, mobile credentials, key fobs, license plate recognition systems, or other access control technologies approved by the Board.
- Access devices shall be issued only to Owners and permanent residents of Gainey Ranch who are registered with the Association.
- The Association may establish fees for the issuance, replacement, activation, or reactivation of access devices.

b. Issuance and Registration

- Access devices shall be issued through the Association's Administration Office.
- Owners shall provide vehicle and residency information reasonably requested by the Association.
- The number of access devices issued to a residence may be limited to the number of vehicles regularly operated by Owners or permanent residents of the residence.
- Access devices remain the property of the Association and may be deactivated, revoked, or reprogrammed at any time.

c. Authorized Use

- Access devices may be used only by the individual or household to whom they are issued.
- Access devices may not be transferred, assigned, loaned, sold, duplicated, or provided to non-residents except as specifically authorized by the Association.
- Owners are responsible for all activity associated with access devices issued to their residence.
- Owners shall ensure that renters, occupants, family members, and guests comply with all access control policies.

d. Renters

- Access devices may be issued to properly registered renters in accordance with the Association's current renter registration procedures.
- Owners who lease their residence may be required to deactivate or surrender certain access privileges during the lease term.
- All renter access privileges are subject to the Association's leasing and registration policies.

e. Unmanned Gates

For communities served by unmanned gates, the Association may issue access devices authorized for those gates and any additional facilities deemed appropriate by the Board.

f. Lost, Stolen, or Damaged Devices

- Owners shall immediately report any lost, stolen, compromised, or missing access device to the Association.
- Replacement devices may be issued upon payment of applicable fees.

- g. Change in Ownership or Residency**
 - Upon the sale of a residence, all access privileges associated with the former Owner may be deactivated.
 - New Owners must register with the Association before access devices are activated.
 - Owners shall notify the Association of changes in residency, vehicle information, tenant occupancy, or other information affecting access control records.

2. ASSOCIATION RECORDS REQUESTS

Association records shall be made available for examination and copying by Members in accordance with applicable Arizona law, including A.R.S. § 33-1805, as amended from time to time.

- a. Submission of Requests**
 - Requests to inspect or obtain Association records shall be submitted in writing to the Association's management office.
 - Requests should reasonably describe the records being sought to allow the Association to identify and retrieve the requested documents.
 - The Association may request clarification of overly broad or unclear requests.
- b. Response Time**
 - The Association shall provide access to records within the time periods required by Arizona law.
 - If records cannot be produced within the statutory timeframe, the Association may provide a written explanation identifying the reason for the delay and an estimated date of production.
- c. Costs**
 - The Association may charge the requesting Member the actual cost of copies, postage, storage media, vendor charges, retrieval costs, and other expenses permitted by Arizona law. Electronic records may be provided electronically when available.
- d. Records Not Subject to Inspection**

The Association shall not be required to disclose records protected from disclosure under Arizona law, including but not limited to:

 - Attorney-client privileged communications.
 - Records relating to pending or contemplated litigation.
 - Records relating to personal, health, or financial information of individual owners, residents, renters, or employees.
 - Personnel records and employment matters.
 - Executive session meeting materials.
 - Information that would violate privacy rights or confidentiality obligations.
 - Records otherwise exempt from disclosure by law.
- e. Format of Records**
 - The Association is not required to create records, reports, compilations, summaries, or analyses that do not already exist.
 - The Association shall provide existing records in the format maintained by the Association whenever reasonably practicable.

3. FLAGS AND FLAG DISPLAYS

The Association recognizes the rights of Owners to display certain flags as provided by Arizona law. This rule is intended to comply with A.R.S. § 33-1808, as amended from time to time.

a. Permitted Flags

Owners may display the following flags on their property:

- The flag of the United States of America.
- The flag of the State of Arizona.
- An official or replica flag of any branch of the United States Armed Forces.
- Official division-level flags of the Army, Navy, Marine Corps, Air Force, Space Force, and Coast Guard
- The POW/MIA flag.
- The Arizona Indian Nations flag.
- The Gadsden flag.
- A first responder flag.
- Any other flag protected by Arizona law.
- U.S. allied nations established on May 14, 1948: the State of Israel

b. Flagpoles and Mounting

- Flags may be displayed from a flagpole, bracket, staff, or other mounting device located on the Owner's property.
- Freestanding flagpoles and permanently installed flagpoles require architectural approval.
- Owners are responsible for ensuring flag displays are properly installed and maintained.

c. Maintenance and Safety

- Flags shall be maintained in good condition and replaced when faded, torn, frayed, or otherwise deteriorated.
- Lighting associated with a flag display shall comply with applicable Association rules and federal Flag Code.

4. GARAGE DOORS

Garage doors shall remain closed except for the reasonable time necessary to permit the entry or exit of vehicles, the loading or unloading of personal property, maintenance activities, or other temporary uses directly related to the garage.

5. NUISANCE AND QUIET ENJOYMENT

Every Owner, resident, tenant, guest, and occupant has the right to the peaceful use and enjoyment of their residence and the common areas. No person shall engage in any activity that unreasonably interferes with the health, safety, comfort, or quiet enjoyment of others. The following activities are prohibited:

- Excessive, persistent, or unreasonable noise that disturbs neighboring residents.
- Loud music, televisions, speakers, musical instruments, parties, gatherings, or other activities that create a disturbance.
- Yelling, shouting, profanity directed at others, threatening conduct, harassment, intimidation, or abusive behavior.
- Conduct that interferes with the ability of residents to peacefully enjoy their homes or the common areas.
- Any unlawful activity occurring within a residence or on Association property.

6. OPEN HOUSE POLICY

In accordance with A.R.S. § 33-1808, Owners and their authorized real estate agents may conduct open houses and display temporary open house signs subject to the following rules:

- a. Open House Hours**
 - Open houses may be conducted between the hours of 8:00 a.m. and 6:00 p.m.
 - Open houses conducted outside of these hours are prohibited.
- b. Open House Signs**
 - Temporary open house signs may be displayed by the Owner or the Owner's authorized real estate agent as permitted by Arizona law.
 - Open house signs shall be temporary in nature and displayed only during the open house.
 - Open house signs may not obstruct streets, driveways, sidewalks, traffic control devices, visibility at intersections, or otherwise create a traffic or safety hazard.
 - Open house signs must comply with all applicable federal, state, county, and local laws.
- c. Owner Responsibility**
 - Owners are responsible for ensuring that their real estate agents, brokers, prospective purchasers, and guests comply with all Association Governing Documents, Rules, and access procedures. Owners shall be responsible for any damage to Association property caused by open house activities.
- d. Enforcement**
 - The Association may remove any open house sign placed on Association property, creating a safety hazard, or otherwise violating these Rules.
 - Violations may result in enforcement action under the Governing Documents and applicable law.

Compliance with Arizona Law

Nothing in this Policy shall be interpreted or enforced in a manner inconsistent with A.R.S. § 33-1808, as amended from time to time.

7. PETS

To promote the safety, cleanliness, and enjoyment of the community for all residents, guests, and pets, the following rules shall apply:

- All dogs within the Gainey Ranch Community must be under the control of a responsible person at all times.
- Any dog off the owner's property and anywhere within the Gainey Ranch Community must be restrained by a leash not exceeding eight (8) feet in length and of sufficient strength to control the dog.
- Owners are responsible for immediately removing and properly disposing of all pet waste deposited by their dog in any common area.
- Dogs shall not create a nuisance through excessive, persistent, or habitual barking, howling, whining, or other disruptive behavior that unreasonably disturbs residents.
- Owners shall be responsible for any damage caused by their dog to common areas, landscaping, irrigation systems, furnishings, or Association property.
- Dogs are prohibited from entering community pools, spas, fountains, or water features.
- Dogs must be maintained in accordance with all applicable local, county, and state animal control licensing requirements.

Service Animals: Service animals assisting an individual with a disability are permitted as required by applicable law; however, service animals must remain under the handler's control and comply with all applicable health, safety, waste removal, and leash requirements.

8. RESIDENTIAL LEASING RULES

a. Minimum Lease Term

- No residence within Gainey Ranch may be leased for a period of less than thirty (30) consecutive days.
- Satellite Associations may impose a longer minimum lease term. Owners and are responsible for reviewing and complying with all applicable Satellite Association governing documents.

b. Registration Requirements

- Prior to occupancy, all renters must be registered with the Gainey Ranch Community Association.
- Owners shall submit all required renter registration forms, lease information, emergency contact information, and any other documentation required by the Association before the commencement of the lease term.
- Failure to properly register a renter may result in delays in access credentials, amenity privileges, gate access, or other Association services.

c. Governing Documents

- Owners are responsible for providing renters with copies of the Governing Documents, Rules and Regulations, Estate Club policies, and any applicable Satellite Association rules.

d. Transfer of Amenity Privileges

- During the term of a lease, all eligible Estate Club amenity privileges associated with the residence shall be transferred to the registered renter(s).
- Owners shall not utilize the Estate Club, fitness facilities, pools, courts, or other amenities while such privileges have been transferred to a renter.
- Renter access and privileges shall be subject to the Association's current Estate Club policies, procedures, and renter access restrictions.

e. Single-Family Use

- Each residence shall be used solely as a single-family residence and for residential purposes only.
- No residence may be used as a hotel, motel, boarding house, transient lodging, vacation rental, timeshare, or other similar commercial lodging operation.
- Occupancy shall comply with all applicable governing documents and local laws.

f. Owner Responsibility

- Owners remain responsible for all assessments, fines, damages, violations, and enforcement actions associated with their property during the lease term.

9. SIGN RULES

a. General Requirements

- Must be maintained in a clean, safe, and presentable condition.
- May not create a traffic, pedestrian, or safety hazard.
- May not obstruct visibility at intersections, driveways, sidewalks, gates, or traffic control devices.
- May not be attached to Association-owned walls, monuments, gates, landscaping, utility boxes, light poles, or other common area improvements without prior written approval.
- May be removed by the Association if abandoned, damaged, unsafe, or installed in violation of these Rules.

b. Real Estate Signs

Owners may display commercially produced "For Sale," "For Rent," or "For Lease" signs on their property as permitted by Arizona law.

- Signs may be displayed by the Owner or the Owner's authorized real estate agent.
- Signs shall comply with Arizona law and applicable governmental regulations.
- A sign shall not exceed eighteen (18) inches by twenty-four (24) inches, with one rider not exceeding six (6) inches by twenty-four (24) inches.
- The Association shall not require a specific sign design, broker, agent, color, frame, or format.

c. Political Signs

Political signs shall be permitted in accordance with A.R.S. § 33-1808, as amended from time to time.

- Political signs may be displayed beginning seventy-one (71) days before a primary election and may remain in place until fifteen (15) days after the general election.
- For candidates who do not advance from the primary election to the general election, signs must be removed within fifteen (15) days after the primary election.
- Political signs relating to Association elections, recalls, or membership votes may be displayed from the date ballots are distributed through three (3) days after the election or vote.
- Political signs must be displayed on the Owner's property and may not be placed on Association common areas, landscaped areas, medians, gate areas, parks, trails, walls, monuments, utility boxes, light poles, or other Association property.
- Political signs may not obstruct sidewalks, streets, driveways, visibility at intersections, traffic control devices, or otherwise create a safety hazard.
- The aggregate area of all political signs displayed on a lot shall not exceed nine (9) square feet, or such other size limitation as may be permitted by Arizona law.
- No Member, resident, guest, occupant, contractor, vendor, or invitee shall remove, damage, deface, conceal, tamper with, or otherwise interfere with a political sign lawfully displayed on another Owner's property.
- The Association may remove political signs that are placed on common areas, create a safety hazard, are displayed outside the periods permitted by law, or are otherwise installed in violation of these Rules.

d. Children's Safety Signs

Temporary cautionary signs warning motorists of children at play may be displayed on residential property subject to the following requirements:

- Signs shall be temporary in nature and displayed only when children are actively present in the immediate area.
- Signs shall be placed on the Owner's property.
- Signs shall not exceed three (3) feet in height.
- Signs shall be maintained in good condition and may not create a traffic, pedestrian, or safety hazard.

Children are prohibited from playing in streets, parking areas, drive aisles, or other vehicular travel lanes within Gainey Ranch. Parents and guardians are responsible for supervising children and ensuring compliance with these safety requirements.

e. Prohibited Signs

Unless otherwise required by law, the following signs are prohibited:

- Signs placed on Association common areas without authorization.
- Signs that create a safety hazard.
- Abandoned, damaged, or poorly maintained signs.
- Signs that obstruct traffic visibility or pedestrian access.
- Portable advertising signs, banners, pennants, streamers, inflatable advertising devices, and similar promotional displays not otherwise permitted by these Rules or Arizona law.

10. SPEEDING AND UNSAFE DRIVING

All drivers must obey posted traffic signs, stop signs, directional signs, gate instructions, and traffic control devices.

- Reckless, careless, or unsafe operation of any vehicle is prohibited.
- Rapid acceleration, excessive engine revving, racing, exhibition driving, burnouts, or any activity that creates excessive noise or poses a danger to persons or property is prohibited.
- Drivers shall yield the right-of-way to pedestrians, cyclists, maintenance personnel, security personnel, and authorized service vehicles.
- Distracted driving, including the use of handheld electronic devices while operating a vehicle, is strongly discouraged and may be considered evidence of unsafe driving behavior.
- Vehicles shall be operated in a manner that does not endanger residents, guests, employees, contractors, vendors, or property.
- All vehicle operators must comply with applicable federal, state, county, and local traffic laws while within Gainey Ranch.

11. TRASH CONTAINER STORAGE AND COLLECTION PROCEDURES

Pursuant to the Governing Documents, all trash, recycling, and refuse containers must be stored so they are not visible from neighboring property, streets, or common areas, except as necessary for scheduled collection.

a. Container Placement

- Trash and recycling containers may be placed at the curb no earlier than 5:00 p.m. on the day preceding scheduled collection.
- Containers must be removed from the curb and returned to an approved storage location no later than 11:59 p.m. on the day of collection.
- Containers shall be stored in a garage, enclosed service yard, or other location that is screened from view from neighboring property, streets, and common areas.

b. Repeat Violations

- A courtesy notice may be issued for a first violation.
- Additional violations occurring within a twelve (12) month period may result in monetary penalties as established by the Board's Enforcement Policy.
- Each collection cycle during which a violation exists may be considered a separate violation.

c. Owner Responsibility

- Owners are responsible for ensuring compliance by their renters, residents, guests, and occupants.
- Failure of a tenant or occupant to comply with these requirements shall be treated as a violation by the owner.

d. Self-Help Remedy

If a container creates a safety hazard, interferes with maintenance operations, or remains abandoned in a common area, the Association may relocate the container to a secure location. Any costs incurred by the Association in connection with such action may be assessed to the owner's account following notice and an opportunity to be heard as required by Arizona law and Association policy.

e. Collection Schedule

To assist residents in complying with the Association's trash container storage requirements, the following collection schedule is provided:

Monday – Trash Collection

- Black and dark green trash containers are collected every Monday by the City of Scottsdale Sanitation Department.

Thursday – Recycling Collection

- Mauve recycling containers are collected every Thursday by the City of Scottsdale Sanitation Department.
- Collection service typically occurs on most holidays; however, residents are encouraged to verify holiday schedules directly with the City of Scottsdale.

12. VEHICLE PARKING RESTRICTIONS

Pursuant to the Master Declaration, the Association is authorized to adopt and enforce parking regulations for the protection, safety, and convenience of residents and guests.

a. General Parking Restrictions

- Residents shall park vehicles within garages, driveways, or other designated parking areas.
- Except in designated parking areas, resident vehicles shall not be parked on any Gainey Ranch street.
- Temporary street parking by guests may be permitted when other parking areas are unavailable; however, overnight street parking is prohibited unless specifically authorized by the Association.
- Parking on driveways shall be governed by the applicable Satellite Association governing documents.

- Overnight parking in Association parking lots is prohibited unless expressly authorized by the Association.
- Vehicles parked in a manner that blocks traffic, sidewalks, driveways, fire lanes, mailboxes, gates, emergency access routes, or creates a safety hazard is prohibited.

b. Prohibited Vehicles and Conditions

The following are prohibited from being parked on streets, common areas, or Association parking lots:

- Inoperable, abandoned, or disabled vehicles.
- Unregistered vehicles.
- Commercial vehicles, trailers, boats, recreational vehicles, campers, or equipment, except as otherwise permitted by the Governing Documents.

c. Construction Vehicles

- All construction vehicles, trailers, equipment, and materials shall be removed from Association streets and common areas at the conclusion of each workday unless otherwise authorized in writing by the Association.
- Construction vehicles, contractor trailers, and similar equipment may not be parked overnight on any Association street without prior written approval from the Association.
- Owners are responsible for ensuring that their contractors, vendors, tenants, guests, and invitees comply with these requirements.

Construction Hours

- Summer Hours: April 1st - October 31st. Monday through Friday, 6:00 a.m. to 5:00 p.m.
- Winter Hours: November 1st - March 31st. Monday through Friday, 7:00 a.m. to 5:00 p.m.
- No work permitted on Saturday, Sunday or Association recognized holidays

d. Owner Responsibility

- Owners are responsible for the actions of their renters, residents, family members, guests, contractors, and invitees. Any parking violation committed by a tenant, guest, contractor, or invitee shall be deemed a violation by the Owner.

e. Enforcement

The Association may enforce these parking restrictions through warnings, violation notices, fines, suspension of privileges, towing, or other remedies authorized by the Governing Documents and applicable law.

The Association may cause a vehicle to be towed without prior notice when:

- The vehicle is parked in a fire lane or emergency access area;
- The vehicle blocks traffic, access gates, sidewalks, driveways, or emergency services;
- The vehicle creates an immediate safety hazard; or
- Towing is otherwise permitted by law.
- All towing, storage, and related charges shall be the sole responsibility of the vehicle owner.

GAINEY RANCH COMMUNITY ASSOCIATION

Enforcement Policy and Procedures

PREFACE

Pursuant to A.R.S. § 33-1803, the Board of Directors of the Gainey Ranch Community Association ("Association") has adopted the following Policies and Procedures to provide notice and an opportunity to be heard prior to the imposition of monetary penalties for violations of the Association's Governing Documents.

Architectural Control violations are governed separately under the Gainey Ranch Master Architectural Guidelines. For enforcement procedures, compliance requirements, and applicable monetary penalties relating to Architectural Control matters, please refer to the Gainey Ranch Master Architectural Guidelines.

1. NOTICE OF VIOLATION

a. Courtesy Letter

Prior to the issuance of a Notice of Violation ("NOV"), the Board of Directors, the Executive Director, or any person acting under the direction of either, shall provide the Owner with a courtesy letter regarding a violation of the Governing Documents. The courtesy letter shall demand correction of the violation and provide the Owner twenty-one (21) calendar days to achieve compliance.

b. First Notice of Violation

If the violation has not been corrected within twenty-one (21) calendar days following issuance of the courtesy letter, and the Board of Directors or Executive Director determines that a monetary penalty is an appropriate enforcement action, a first NOV may be served upon the Owner.

The first NOV shall assess a monetary penalty subject to the Association's then-current Fine Schedule, subject to the Owner's right to request a hearing as provided herein.

c. Second Notice of Violation

If the violation has not been corrected within twenty-one (21) calendar days after service of the first NOV, a second NOV may be served upon the Owner.

The second NOV shall assess a monetary penalty subject to the Association's then-current Fine Schedule, subject to the Owner's right to request a hearing as provided herein.

d. Third Notice of Violation

If the violation has not been corrected within twenty-one (21) calendar days after service of the second NOV, a third NOV may be served upon the Owner.

The third NOV shall assess a monetary penalty subject to the Association's then-current Fine Schedule, including any continuing or daily penalties authorized therein, subject to the Owner's right to request a hearing as provided herein.

GAINEY RANCH COMMUNITY ASSOCIATION

Enforcement Policy and Procedures

2. CONTENTS OF NOTICE OF VIOLATION

Each NOV shall contain the following:

- a. Description of Violation
A description of the alleged violation.
- b. Right to Hearing
 - i. A statement advising the Owner of the right to request a hearing before the Board of Directors regarding the alleged violation.
 - ii. To exercise this right, the Association must receive a written request for a hearing within twenty-one (21) calendar days after the date of the NOV. The request must be submitted in the manner specified in the NOV.
 - iii. If a timely hearing request is received, the Association shall suspend further enforcement action regarding the violation until the hearing has been conducted and a decision rendered.
 - iv. Failure to timely request a hearing shall constitute a waiver of the Owner's right to be heard regarding the violation.
- c. Payment of Monetary Penalties
A statement that:
 - i. If the Owner does not timely request a hearing, the monetary penalty stated in the NOV shall be due within twenty-one (21) calendar days after the NOV becomes final; and
 - ii. If the Owner timely requests a hearing, any monetary penalty imposed by the Board following the hearing shall be due within twenty-one (21) calendar days after the date of the Board's Notice of Decision.
- d. Enforcement Information
A statement describing the manner in which monetary penalties may be enforced and collected by the Association.

3. SERVICE OF NOTICE

A NOV shall be served by United States Mail, postage prepaid, addressed to the Owner at the address shown in the records of the Association

A NOV shall be deemed received on the earlier of:

- a. The date actually received by the Owner; or
- b. Three (3) calendar days after deposit in the United States Mail.

If a Lot or Parcel is owned by more than one person or entity, service upon any one of the joint Owners shall constitute notice to all Owners.

Any Notice of Decision issued pursuant to these Policies and Procedures shall be served in the same manner as a NOV.

GAINEY RANCH COMMUNITY ASSOCIATION

Enforcement Policy and Procedures

4. HEARING PROCEDURE

a. Request for Hearing

An Owner may request a hearing before the Board regarding an alleged violation by submitting a written request within twenty-one (21) calendar days after the date of the NOV.

Failure to submit a hearing request shall constitute a waiver of the Owner's right to a hearing.

b. Conduct of Hearing

The Board shall conduct a hearing for any timely submitted request. Following the hearing, the Board shall determine, in its sole discretion:

- i. Whether a violation of the Declaration occurred; and
- ii. The amount of any monetary penalty to be imposed, if any.

Monetary penalties imposed by the Board shall not exceed the amounts authorized under Section I of these Policies and Procedures.

The Board shall provide written notice of its decision to the Owner in the form of a Notice of Decision.

If the Owner fails to appear at a properly noticed hearing, the Owner shall be deemed to have waived the right to be heard.

5. ENFORCEMENT

a. Collection of Monetary Penalties

- i. If an Owner fails to request a hearing, the monetary penalty set forth in the NOV shall be due within twenty-one (21) calendar days after the NOV becomes final.
- ii. If an Owner timely requests a hearing, any monetary penalty imposed by the Board shall be due within twenty-one (21) calendar days after the date of the Notice of Decision.

b. Additional Enforcement Remedies

The Board of Directors may, at any time, pursue any other enforcement remedy available under the Declaration or applicable law, either in addition to or in lieu of imposing monetary penalties.

The Association's enforcement remedies may be exercised separately or concurrently. The exercise of one remedy shall not constitute an election of remedies or a waiver of the Association's right to pursue any other available remedy.

GAINEY RANCH COMMUNITY ASSOCIATION

Enforcement Policy and Procedures

Fine Schedule

Except as otherwise provided by the Governing Documents, Arizona law, or the Association's Architectural Guidelines, the following monetary penalties may be imposed for violations of the Association's Rules and Regulations:

Enforcement Action	Monetary Penalty
Courtesy Notice	No Fine
First Notice of Violation	\$150
Second Notice of Violation (Same Violation Within 12 Months)	\$250
Continuing Violation Following Second Notice	\$500 per month until cured

Continuing Violations

A violation that remains unresolved after the expiration of the cure period provided in the Second Notice of Violation may be considered a continuing violation.

Continuing violations may be assessed a monetary penalty of \$500 per month for each month, or portion thereof, that the violation remains unresolved until the violation is cured to the satisfaction of the Association.

Repeat Violations

A substantially similar violation occurring within twelve (12) months of a prior violation may proceed directly to the next enforcement step without an additional courtesy notice.

Architectural Violations

- Architectural violations, including but not limited to unapproved modifications, alterations, construction, exterior changes, landscaping modifications, and improvements requiring prior approval, shall be governed by the Association's Master Architectural Guidelines, Architectural Enforcement Procedures, and any applicable fine schedule adopted for architectural violations.

Board Discretion

The Board of Directors reserves the right to increase, decrease, waive, suspend, or modify monetary penalties based upon the nature, severity, duration, recurrence, safety concerns, or circumstances of a violation, provided such action is consistent with the Governing Documents and applicable Arizona law.

Notice and Hearing

No monetary penalty shall be imposed until the Owner has been provided notice of the alleged violation and an opportunity to be heard in accordance with A.R.S. § 33-1803 and the Association's Enforcement Policy.



Open House Registration Form

Fax to: (480) 951-0923
E-Mail to: grca@gaineyranchca.com

Open houses may be conducted between the hours of 8:00 AM and 6:00 PM in
accordance with A.R.S. § 33-1808.

Today's Date: _____

Community Name: _____ Unit: _____

Open House Information

Date: _____ Time: _____

Agent's Name: _____ Company: _____

Agent's Contact Number: _____ Price (optional): _____

Open House Sign Preference

Please indicate your preference for open house signage:

☐ I would like to use a Gainney Ranch Community Association open house sign.

☐ I will be using my own open house sign(s) in compliance with Arizona law.

- Open house signs may not be placed on Association common areas, landscaped areas, medians, gate areas, parks, trails, walls, monuments, utility boxes, light poles, or other Association property.

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



Renter Registration Form
Submit Registrations Form to grca@gaineyranchca.com

IMPORTANT: Completed rental registration forms must be submitted prior to the commencement of the lease term. Lease renewals or extensions, homeowners must notify the GRCA Administration Office before the current lease expiration date. Failure to do so may result in access credentials, privileges, and registration being removed from the Association's database.

HOMEOWNER INFORMATION

Date: _____ Community & Unit #: _____

Homeowner Name: _____

Phone Number(s): _____ Email: _____

RENTER(S) INFORMATION

Renter Name(s): _____

Phone Number(s): _____ & _____

Renter Email(s): _____

Lease Term: Start _____ End _____

HOMEOWNER'S AGENT INFORMATION *(If Applicable)*

Agent Name: _____ Company Name: _____

Contact Number: _____ Email _____

For GRCA Administration Only

Lease Extension Date(s): _____ Access Card(s) to Deactivate: _____

RFID Device(s) to Deactivate: _____



**Gainey Ranch Community Association
Homeowner Transfer of Estate Club Privileges**

HOMEOWNER INFORMATION

Date: _____ Community & Unit #: _____

Homeowner Name: _____

Phone Number(s): _____ Email: _____

RENTER(S) INFORMATION

Renter Name(s): _____

Phone Number(s): _____ & _____

Renter Email(s): _____

Lease Term: Start _____ End _____

Renter Privileges

Authorized Renter Privileges:

- Fitness Center
- Swimming pool facilities
- Tennis and pickleball courts
- Other recreational court facilities
- Group fitness classes

Excluded Renter Privileges:

- Guest privileges and guest passes
- Charging privileges
- Member-only communications
- Participation in fee-based events

HOMEOWNER ACKNOWLEDGMENT

I acknowledge that by registering my renter(s), I am transferring all eligible Estate Club amenity privileges available to the property to my renter(s) for the duration of the lease term, subject to the Association's rules, regulations, and renter access policies. During the period in which these privileges are transferred, I understand that I will not be permitted to use the Estate Club facilities, amenities, or programs covered by the transferred privileges.

I understand that I remain responsible for the actions, conduct, and compliance of my renter(s), their occupants, and guests. Any violations of the Association's governing documents, rules, regulations, or policies committed by my renter(s), occupants, or guests may result in enforcement action against my account, including fines or other remedies permitted by the Association's governing documents.

Owner Signature: _____ Date: _____

Renter Signature(s): _____ Date: _____