

ARTICLE I

GAINEY 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, office trailers, and/or port-a-johns, etc., shall be located on any site, driveway, street or any location in Gainey Ranch without the written approval of the GRCA. 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. All temporary structures shall be promptly removed from the site upon completion of construction.
2. All residents, guests and properties including the golf course, all streets, landscaping, etc., shall be protected at all times from construction activities including blowing or falling materials, debris and trash, safety hazards, interruptions and other nuisances caused by construction activities. Any mud or dirt tracked onto streets shall be cleaned off daily.
3. Except when actually required for use in construction, all materials, tools, supplies, equipment, vehicles, etc., shall be kept in a storage yard or parking facility approved by

GRCA. All storage yard sites shall be fenced and screened in an approved manner and all materials shall be neatly stacked.

4. Construction trailers may be utilized for field offices or for storage if approved by GRCA. Approval of the location, size, color, graphics, services, parking, etc., for all trailers must be obtained from GRCA prior to installation. Driveways and parking facilities for construction personnel and deliveries shall also be approved by GRCA prior to installation or utilization.
5. Construction signs shall be restricted to those signs necessary to identify the contractor's office or storage/delivery site. All signs shall be approved in advance by GRCA as to size, location and design.
6. 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.
7. The contractor shall install a temporary electrical pedestal service to be used for all construction activity. Exceptions must be approved in advance by GRCA.
8. Contractor shall coordinate and schedule all construction activities so as to minimize all interference, interruption and nuisance to residents and guests of Gainey Ranch. Construction hours shall be limited to Monday through Friday, except holidays, from 6:30 a.m. until 5:00 p.m. These hours may be amended as appropriate during summer months.

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 contractor for any reason.
2. Access shall be restricted to the service gate, which is located on the south side of Mountain View Road, (just east of Scottsdale Road). The service gate is generally open from 6:30 a.m. to 2:30 p.m. Monday through Friday and is closed on Saturday, Sunday and holidays. During winter and summer months these hours may be amended as appropriate.
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 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 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 cost until paid in full.

WEEKDAY, WEEKEND & HOLIDAY CONSTRUCTION HOURS

1. Monday through Friday

Construction hours shall be limited to 6:00 a.m. until 5:00 p.m. during the months of May through October. During the months of November through April they shall be limited to 6:30 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 Mike Anderson, of Gainey Ranch Security by 2:30 p.m. on the preceding Friday. Mike 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 Administrator, at the Gainey Ranch Community Association Office, phone (480) 951-0321.

SECTION 5

ARTICLE II

GAINNEY RANCH CONSTRUCTION PROCEDURES

All Gainey Ranch residential construction activities (interior or exterior) shall be preceded by a pre-construction meeting with GRCA Maintenance 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.

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6. Irrigation – On lots where there is existing turf between curb and sidewalk, install two (2) 4” sleeves under driveway(s). Coordinate irrigation shut-off and re-location with G.R.C.A. Maintenance.
7. Contractor is responsible for damage to existing improvements. Contractor hereby agrees the site is in satisfactory condition unless he notifies G.R.C.A. in writing three (3) days of the date of Pre-construction Meeting.
8. Contractor hereby acknowledges receipt of the Gainey Ranch Construction Policies and any applicable amendments and agrees that these policies will be adhered to in their entirety.
9. Contractor must receive written permission from a lot owner(s) if use of a lot not owned by the contractor or its clients is necessary for staging, parking or any other purpose during construction. Final approval for use of any lot regardless of ownership will be contingent upon the Master Association receiving a copy of the written permission.

Meeting attended by the following representative(s) of Owner, Contractor, Gainey Ranch Community Association and Gainey Ranch Security.

(Name)

Owner/Contractor

(Name)

Owner/Contractor

Cottonwood Stone – Architectural Coordinator

Mike Anderson, Director of Security

Scott Williams – Director of Maintenance

Distribution: Owner / Contractor
 Scott Williams - GRCA Maintenance
 Mike Anderson - GRCA Security
 Cottonwood Stone - Architectural Coordinator
 Damien Smith - Director of Golf Course Maintenance