

**GAINNEY RANCH COMMUNITY ASSOCIATION**

**ARCHITECTURAL COMMITTEE RULES**

**7720 GAINNEY RANCH ROAD  
SCOTTSDALE, ARIZONA 85258**

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## SECTION 1

### INTRODUCTION

- 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 private Gainey Ranch Golf Club, the 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 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 contemporary desert dwellings. 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 are an important part of the architectural statement.
- C. The designers have carefully composed elements - plant material, walls, fences, paving and buildings - to reinforce the park-like setting created by the Gainey Ranch golf course. Buildings are part of the landscape, rather than dominate it or contrast with it. For this reason, the design guidelines for this contemporary community prohibit:
  - 1. Designs that, in the opinion of the Gainey Ranch Architectural Committee, (Architectural Committee) are identifiable historical styles and/or detailing (i.e., Spanish or Mediterranean, Mexican, Colonial, Tudor, etc.)
  - 2. Designs that, in the opinion of the 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.

E. Construction on Gainey Ranch is to be performed in accordance with the designs approved by the Architectural Committee, in a good and workmanlike manner and in compliance with the Declaration of Covenants, Conditions, Restrictions, Assessments, Charges, Servitudes, Liens, Reservations and Easements for Gainey Ranch (the "CC&Rs"), these Architectural Committee Rules and all applicable statutes, codes and ordinances. Any contractor who violates any portion of these 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 Gainey Ranch temporarily suspended by the Architectural Committee or may be permanently barred by the Architectural Committee from making any improvements on Gainey Ranch.

Any such suspension and/or bar shall be at the sole discretion of the 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 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 manner as may be deemed appropriate by the 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 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 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 contractor's position. The Board shall meet within fifteen (15) working days after receipt of the appeal at which time the contractor 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.

## SECTION 2

### ARTICLE I

#### REVIEW PROCEDURES

- A. The Architectural Committee has been organized to assist designers and owners in complying with the Design Guidelines and Standards for Gainey Ranch. All preliminary concepts and final construction documents for construction on Gainey Ranch must be reviewed and approved in writing by both the GRCA & Satellite Architectural Committees prior to construction and all construction must be in accordance with these guidelines. The Satellite Association Architectural Committee may waive its right of review.
- B. The Architectural Committee has adopted guidelines upon which all requests for actions or approvals from the Architectural Committee must be submitted. The Review Process Submittal Checklist (Section 3) shall indicate the number of copies of each set of plans, specifications, site plans or other documents, which must accompany applications when submitted. All applications together with related plans and documentation shall be submitted to the Architectural Committee Coordinator at the Administration Office.
- C. The Architectural Committee will determine the appropriateness of requests as they relate to the existing design theme described by the project's original builder / developer.
- D. The Architectural Committee shall generally schedule a bi-weekly meeting to review applications for approval. The Architectural Committee Coordinator may call special meetings upon two (2) days prior notice to the other members. The Architectural Committee shall consist of not less than three (3) members and not more than seven (7) members, three (3) of which shall be Gainey Ranch homeowners. (Refer to Exhibit A for homeowner member details.) In addition, 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. He may constitute a quorum by his presence and shall have the full authority of a regular member while participating. The Architectural Committee may retain the services of technical professionals on a consulting basis from time to time as need arises.
- E. All plans must receive written preliminary concept approval prior to the submittal of final construction documents. This approval will serve to expedite the design process and minimize the need for costly design revisions. Using a licensed architect who is familiar with the design vocabulary of desert architecture will also serve to expedite the approval process. Information that must be provided prior to final construction documents approval is included in the Review Process Checklist.

- F. The GRCA and Satellite Association Architectural Committees shall make every 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. The fifteen (15) working days shall commence from the date when the submitted application is received together with the Processing Fee. In the event the Architectural Committee fails to render a written decision within the fifteen (15) working day period, applicant may request in writing an immediate decision. Upon Architectural Committee Coordinator's receipt of such notice, a written response must be rendered within three (3) working days or the application shall be deemed approved. The Architectural Committee may disapprove in writing any application if there is not sufficient information submitted for the Architectural Committee to exercise the judgment required for these rules.
- G. In some instances it may, in the opinion of the Architectural Committee, be advisable to make adjacent owner(s) aware that an application for Architectural Committee approval has been submitted for any structure or improvement, which can be viewed from adjacent property. In such instances, the Architectural Committee shall issue a written notice, including a copy of the proposed plans, to the designated adjacent owner(s) and also provide them an opportunity to respond to the application.
- H. Any owner aggrieved by the decision of the Architectural Committee may appeal the decision in writing to the Board of Directors. Such appeal must be made within fifteen (15) days after the written decision by the Architectural Committee is given to the applicant. If a valid appeal is received from an owner other than the applicant, the 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 positions. The Board's representatives shall meet within ten (10) working days of receipt of the appeal at which time the applicant will be given the opportunity to present his case. The Board will respond with a final written decision to the applicant within five (5) working days. Any owner will not be considered aggrieved unless adversely affected.
- I. In addition to the design submittals, two (2) meetings with a representative of the Architectural Committee will be required: (1) a pre-design conference with the owner and his architect to discuss the overall design concept; and (2) final, on-site approval at the completion of construction for compliance with the approved plans. In addition, a pre-construction meeting is required with GRCA management to review and obtain a copy of the Gainey Ranch Construction Policies.

- J. If changes in the design are proposed after final approval, such as remodeling, the Architectural Committee 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.
- K. The Architectural Committee 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 Architectural Committee or compliance with these guidelines.
- L. The Owner must start construction within twelve (12) months after receiving approval by the Architectural Committee or all approvals shall be invalid and re-submittal shall be required prior to any construction. However, if property is sold after approval but prior to any construction, 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 Architectural Committee shall be the sole judge as to whether the proposed improvement constitutes a major or minor remodel or hardscape installation. Any such improvement remaining uncompleted after the deadline expires may at the option of the Architectural Committee be:
  - a) Completed by the Committee at the owner's expense.
  - b) Removed by the Committee and the area returned to its original condition at the owner's expense.
  - c) Allow the existing condition to remain as is.
- N. The owner shall notify the Architectural Committee 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 Architectural Committee may inspect and notify owner of any construction or improvements which the Architectural Committee 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 Architectural Committee notification of non-compliance or the Architectural Committee 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 Architectural Committee must be approved, modified or removed as required by the Architectural Committee at the owner's expense.

- P. The Architectural Committee is responsible for determining 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 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 Architectural Committee one complete record set of all approved plans, plats, etc., for its files.
- R. The 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 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 and neither the Architectural Committee nor the Board of Directors shall have any liability for any defects in the plans, specifications or improvements.
- T. The 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

ARCHITECTURAL COMMITTEE  
HOMEOWNER MEMBERS

Number

Effective May 1, 2007, the GRCA Board of Directors may designate three Gainey Ranch homeowners as regular members of the Architectural Committee. The Architectural Committee shall then consist of the previously appointed professional member, the GRCA Executive Director and the three homeowner members.

Term of Office

Each homeowner shall be appointed to a staggered two-year term. No homeowner may serve more than two, two-year terms. All terms shall commence at the beginning of the calendar year (Jan 1<sup>st</sup>), and end the last of the year (Dec 31<sup>st</sup>).

Qualifications

At least two homeowner members shall be a fulltime Gainey Ranch resident, for the purpose of helping to fulfill the meeting quorum requirements. The homeowner members 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.

Removal

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

These applications are for any exterior changes, alterations or additions for which there are no comprehensive written standards or specifications. They involve architectural changes to a residential unit such as additions, new paint colors, patio renovations and new doors, or changes to the yard such as landscape/hardscape, walls, fences, gates, swimming pools/spas, ramadas and barbecues to name just some examples.

1. An application is submitted to the Coordinator who gathers the relevant materials, puts the application on the agenda of the Architectural Committee and, if necessary, invites the owner or contractor to attend the Committee meeting.
2. An application fee is required based on the current Fee Schedule. Whenever an application is considered to be acceptable and fully completed, it should be sent to the Satellite Architectural Committee for its consideration.
3. The Architectural Committee considers the application, making a site visit if necessary. Additional information may be requested for further consideration of the application of the application at the next meeting of the Architectural Committee.
4. The application then goes to the Satellite Architectural Committee for its consideration together with the GRCA Architectural Committee's comments. If not approved by either of the two committees, the applicant is so 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 application is denied by the GRCA committee, the applicant may appeal to the GRCA Board of Directors within the prescribed time limits.
5. When both the GRCA and the satellite committees have approved the application, the owner may proceed with the project under the oversight of the Coordinator after receiving the approval letter with any stipulations.

B. Requires Approval Only of the Satellite Architectural Committee

These applications are for any exterior changes, alterations or additions for which written standards or specifications exist, but some individualization is requested. A few examples include decorative accessories, gutters and downspouts and sun control devices.

1. An application is submitted to the Coordinator who forwards it to the Satellite Architectural Committee with additional materials as necessary.
2. If not approved, the applicant is so notified, and may then submit an amended application if appropriate. A rejected application may be forwarded to the GRCA Architectural Committee for its consideration if requested by the Satellite Committee or the Applicant. Lack of agreement between the satellite and the GRCA committees can usually be resolved.
3. When the satellite committee, and the GRCA committee if necessary, has approved the application, the owner may proceed with the project after receiving the approval letter with any stipulations.
4. An application fee is not required.

C. Requires Approval Only by the GRCA Architectural Coordinator

These applications are for any exterior changes, alterations or additions for which written standards or specifications exist, and the requested change had previously been approved for another lot or unit. Repainting a home another approved color is an example in the category.

1. An application is submitted to the Coordinator who approves or disapproves it based upon the standards and specification of the satellite, and when approved, gives the applicant permission to proceed with the project in writing together with any stipulations.
2. An application fee is not required.

## 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 Architectural Committee has retained 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 Architectural Committee is authorized to charge a fee to defer its costs to process submittals.

The appropriate processing fee will be determined by the sole discretion of the Architectural Committee and is due at the time the request for approval is submitted. No plans can be processed until the full fee is received.

##### B. FEE SCHEDULE

###### **1. Single-Family Construction and Revisions**

- a. The fee required to cover the review of all submittals and meetings concerning new permanent construction or rebuilding a razed dwelling and the related site plan development shall be \$1,500.
- b. The fee required to cover the review of all submittals, including amendments and meetings, concerning major revisions, expansions and remodels shall be \$750.
- c. A \$50 fee shall apply to each submittal covering any of the following items:
  - i. Minor revisions, changes or additions to a previously approved site plan or dwelling involving construction i.e. patios, walls, ramadas, pools/spas and various recreational facilities and other miscellaneous items.
  - ii. Major landscape and grading plans.
- d. A \$30 fee shall apply to each submittal covering any of the following items:
  - i. Revisions, changes or additions to components of a previously approved site plan or dwelling involving non-construction activities: i.e. gutters and downspouts, sun control items, outdoor lighting, new paint colors, exterior accessories, graphics and other miscellaneous items.

- ii. Minor additions or changes to existing landscape and drainage improvements.

2. **Multi-family Revisions**

- a. The fee required to cover the review of all submittals, including amendments and meetings, concerning major revisions and remodels shall be \$450.
  - b. A \$50 fee shall apply to each submittal covering any of the following items:
    - i. Minor revisions, changes or additions to a previously approved dwelling or site plan involving construction, i.e. elevations, patios, walls, ramadas, spas/hot tubs and various recreational facilities and other miscellaneous items.
    - ii. Major landscaping and grading plans.
  - c. A \$30 fee shall apply to each submittal covering any of the following items:
    - i. Revisions, changes or additions to components of a previously approved site plan or dwelling involving non-construction activities, i.e. gutters and downspouts, sun control items, outdoor lighting, exterior accessories, graphics and other miscellaneous items.
    - ii. Minor additions or changes to existing landscape and drainage improvements.
3. 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 Architectural Committee. Refer to Section 2, Article II (Application Approval Process) for details.
  - b. Satellite Associations proposing common area improvements or amendments to community standards.
4. Any improvements or changes started prior to obtaining the required Architectural Committee approval shall be charged a penalty in addition to the regular processing fee. Such penalty shall be equal to the regular processing fee. Thus the total amount due shall be double the regular processing fee.
5. For additional penalties for Architectural Committee Violations refer to Exhibit B for details.

SECTION 2

ARTICLE III

EXHIBIT B

IMPOSITION OF MONETARY PENALTIES

PREFACE Pursuant to A.R.S. § 33-1803, the Board of Directors of the Gainey Ranch Community Association (“Association”) has adopted these Policies and Procedures providing for notice and an opportunity to be heard to an owner (“Owner” as defined in the Declaration cited below) prior to the imposition of a monetary penalty for Architectural Control violations 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”).

I. NOTICE OF VIOLATION

A. Courtesy Letter/Fines

Prior to the issuance of an initial Notice of Violation (“NOV”), the Board of Directors, the Executive Director, or any person acting at the direction of either, shall provide a courtesy letter to an Owner regarding an Architectural Control Violation of the Declaration. Such courtesy letter shall demand permanent correction of the violation by the Owner.

Subsequently, if the Board of Directors or the Executive Director determines that the Architectural Control Violation has not been corrected within fifteen (15) calendar days after issuance of the courtesy letter and that the imposition of a monetary penalty is an appropriate enforcement action for the Association to take to obtain compliance with the Declaration, the Board of Directors or the Executive Director may serve a NOV upon the Owner. The first NOV will set a monetary penalty of \$75 for the violation, contingent upon an opportunity to be heard as set forth below.

If the Architectural Control Violation by the Owner has not been corrected within twenty (20) calendar days after the initial Notice of Violation was served on the Owner, the Board of Directors or the Executive Director may serve a second NOV upon the Owner, which shall set a monetary penalty of \$150 for the violation, contingent upon an opportunity to be heard as set forth below.

If the Architectural Control Violation by the Owner has not been corrected within twenty (20) calendar days after the second Notice of Violation was served on the Owner, the Board of Directors or the Executive Director may serve a third NOV upon the Owner, which shall set a penalty of \$200 for each day that the violation continues thereafter, contingent upon an opportunity to be heard as set forth below.

B. Form of NOV:

The NOV shall contain:

1. A description of the violation.
2. The maximum amount of the monetary penalty that may be imposed by the Board of Directors with respect to each NOV as set forth in Section I.A.
3. A statement that the Owner may request in writing a hearing on the subject of the violation before the Board. In order to be heard, the Association must receive a written request for such a hearing within fifteen (15) calendar days after the date of the NOV by marking the appropriate portion of the NOV requesting a hearing, signing the NOV, and returning the NOV to the Association. The Owner should retain a copy of the NOV. ***In cases where the Owner delivers written request for a hearing within the prescribed time period and by the prescribed manner, the Association shall suspend any further action regarding the violation pending the outcome of the hearing.*** An Owner's failure to request a hearing within the prescribed time period and by the prescribed manner shall be deemed a waiver and forfeiture of the Owner's right to a hearing with respect to the NOV.
4. A statement that (i) if the Owner fails to timely request to be heard as prescribed, the amount of the monetary penalty as set forth in the NOV shall be due within fifteen (15) calendar days after the date of such NOV, and (ii) if the Owner requests to be heard as prescribed, any amount of monetary penalty imposed by the Board of Directors shall be due within fifteen (15) calendar days after the date of the Board's Notice of Decision.
5. Information concerning the manner in which a monetary penalty imposed by the Board of Directors may be enforced.

C. Service

The NOV shall be served either by personal delivery to the Owner named in the NOV or by sending the NOV to the Owner by United States mail, postage prepaid. A NOV served by mail shall be deemed to have been received by the Owner to whom the NOV was addressed on the earlier of the date the NOV is actually received or three days after the NOV is deposited in the United States mail, postage prepaid. A NOV shall be delivered or 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, a NOV to one of the joint Owners shall constitute notice to all of the joint Owners. A notice of Decision (if necessary) will be served in the same manner as a NOV.

## II HEARING

### A. Request for Hearing

The NOV shall indicate that the Owner may request in writing a hearing on the subject of the violation before the Board. In order to be heard, the Association must receive a written request for such a hearing within fifteen (15) calendar days after the date of the NOV by marking the appropriate portion of the NOV requesting a hearing, signing the NOV, and returning the NOV to the Association. An Owner's failure to request a hearing in this manner shall be deemed a waiver and forfeiture of the Owner's right to a hearing with respect to the NOV.

### B. Conduct of Hearing

The Board shall conduct a properly and timely requested hearing. Upon conclusion of the hearing, the Board shall determine, in its sole and absolute discretion, whether a violation of the Declaration occurred and, if so, the amount of the monetary penalty, if any, to be imposed for such violation. Such monetary penalties may not exceed the prescribed amounts set forth in Section I.A. herein. The Board shall serve a Notice of Decision upon the Owner with the Board's decision. If the Owner fails to appear at the hearing, then the Owner shall be deemed to have waived his right to a hearing with respect to the violation.

## III ENFORCEMENT

### A. Enforcement of Monetary Penalty

Unless a later due date is set by the Board of Directors, (i) if the Owner fails to timely and properly request to be heard as prescribed, the amount of the monetary penalty as set forth in the NOV shall be due within fifteen (15) calendar days after the date of such NOV, and (ii) if the Owner requests to be heard as prescribed, any amount of monetary penalty imposed by the Board of Directors shall be due within fifteen (15) calendar days after the date of the Board's Notice of Decision. Payment by an Owner of a monetary penalty is deemed late if it is unpaid fifteen (15) calendar days after its due date and a late charge of \$15.00 or ten percent (10%) of the amount of the unpaid monetary penalty, whichever is greater, shall be assessed against the Owner. Any monetary penalties imposed pursuant to these Policies and Procedures and any charges for late payment shall be enforceable and collectible by an action at law.

### B. Other Enforcement Action

In addition to or in lieu of the imposition of any monetary penalty for a violation of the Declaration or the Rules, the Board of Directors may proceed at any time with any other enforcement action available to the Association under the Declaration or at law or in equity. Enforcement actions available to the Association may be exercised separately or concurrently, and the exercise of one enforcement action shall not constitute an election of remedies or be a waiver of the right of the Association to take any other enforcement action.

## SECTION 3

### REVIEW PROCESS SUBMITTAL CHECKLIST

This checklist identifies the submittals and meetings set forth 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 Architectural Committee rules, the following submittals will be filed with the Architectural Committee: 1) preliminary plan review submittal; 2) final plan review 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 two (2) meetings with the Architectural Committee: 1) pre-design meeting; 2) on site approval meeting at the completion of construction. The following is a detailed checklist about each of these requirements 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

Owner, architect and representative of the Architectural Committee discuss overall design concept.

#### B. PRELIMINARY PLAN SUBMITTAL

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

- \_\_\_\_\_ The preliminary Architectural Plans (floor plans, elevations, etc.)
- \_\_\_\_\_ Site Plan/Master Plan
- \_\_\_\_\_ Preliminary Landscape Plan (See Section 4, Article II, D)
- \_\_\_\_\_ Preliminary Project Entry Plan
- \_\_\_\_\_ Preliminary Plat
- \_\_\_\_\_ Preliminary Engineering (grading, drainage, utility, paving)
- \_\_\_\_\_ Preliminary Wall Layout (perimeter and golf course)
- \_\_\_\_\_ Other (i.e., temporary & permanent signage, lighting, model complex, pool/recreation)



C. FINAL PLAN SUBMITTAL

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

The following information must be included in the final submittal.

\_\_\_\_\_ Final Architectural Plans (floor plans, elevations, etc.)

\_\_\_\_\_ Site Plan/Master Plan

\_\_\_\_\_ Final Landscape Plan (see Section 4, Article II, D)

\_\_\_\_\_ 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

\_\_\_\_\_ Sun Control Package - builder proposed solutions for awnings, trellises, canopies, window treatment

\_\_\_\_\_ Gutters & Downspouts

\_\_\_\_\_ Equipment Screening

\_\_\_\_\_ Mailbox Design

\_\_\_\_\_ 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)

\_\_\_\_\_ Temporary Sales and Marketing Office

\_\_\_\_\_ Other

F. PRE-CONSTRUCTION MEETING

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

G. ON-SITE APPROVAL MEETING

A representative of the Architectural Committee meets with the owner or contractor in order to confirm that building conforms to the approved plans at the completion of construction.

SECTION 4

ARTICLE I

GAINEY RANCH ARCHITECTURAL COMMITTEE  
DESIGN GUIDELINES AND STANDARDS

A. ARCHITECTURAL CHARACTER

1. Residences on Gainey Ranch shall express a contemporary Southwestern design theme, as determined by the Architectural Committee. Identifiable historical styles and/or detailing will not be permitted. Rather, elaborations or articulations of forms will be related to environmental control: roofs over entry ways, shading for windows or terraces, day-lighting of interiors, garden walls for privacy or retaining planting areas.
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 dashed 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 the range of colors used on Gainey Ranch (rosy white [Gainey White] through warm gray to dusty mauve through desert beige and taupe) with a light reflective value range of 28 (on the low side) to 70 or less (on the high side). However, the Committee reserves the right to disapprove colors under 38 that appear excessively dark. The use of other wall material will require special approval by the Architectural Committee. Roofs will be concealed behind parapets or will be tiled with flat architectural concrete tile or approved material. Color and type of tile will be compatible with existing residences on Gainey Ranch.
3. The shape of the buildings, including the shape and size of windows, doors, chimneys and other features will be designed to create an harmonious look and will not be designed to attract attention by being unusual or dramatically “different” in form or scale.
4. Two-story elevations shall be allowed over portions of the building where they, in the opinion of the Architectural Committee, minimize the impact on the privacy of adjacent lots, and 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, are considered to be an integral part of 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 in such a way that when the planting is mature, the continuous natural landscape will dominate.

## 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 rooflines of sloping roofs shall not exceed 80 linear feet.
2. Roof material for pitched roofs will be an approved flat colored concrete tile using one of the approved Gainey Ranch colors (beige, light brown, or warm gray). The use of other roofing materials will require special approval by the 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, building and garden walls must be stucco or an alternate approved by the Architectural Committee. Colors are to be consistent with the approved Gainey Ranch color scheme of rosy white (Gainey White) through warm gray, beige and dusty mauve.
3. Accent colors shall occur on no more than 5% of walls as specifically approved.
4. Side yard and rear yard masonry walls will be required on all single-family detached residences within (4) months of occupancy, but in no event 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 an approved color and finish. The height will be in accordance with the approved subdivision specifications or otherwise approved by the Architectural Committee. Open fences, gates, railings, etc., must be approved by the Architectural Committee for pattern and design, height, location and color prior to installation.

5. Perimeter and common walls must be eight (8) inch concrete masonry block material with dashed 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 Architectural Committee. Since these walls shape the fairways, their location and design will be approved on a site-specific basis.
6. Wall alignment will conform to existing golf course topography and landscape and will be offset rather than following a straight line.
7. Walls will be permitted in the front yard setback as specifically approved by the Architectural Committee.
8. All walls shall reflect a consistent overall theme with regard to materials, colors and configuration compatible with the design of the residence and concept for Gainey Ranch.
9. No fences or walls will be added, removed, altered or painted without the Architectural Committee's prior written approval.

#### D. GOLF COURSE FRONTAGE

1. An initial 20' landscape easement back of 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 the existing golf course theme for that specific location.
2. Walls may encroach within the required landscape easement as specifically approved by the Architectural Committee. Larger setbacks and mature landscaping will be required 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 by means of a landscape wall or header.
4. Each lot shall include one (1) mature tree, 36" box or larger, for each 100', or increments of 100', of fairway frontage or each 50' adjacent to the green. Trees shall be of a variety 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 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.
7. Rear yard drainage systems, which drain to the golf course, must be approved in advance in writing by the Golf Club and the 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, not of high contrast and specifically approved by the Architectural Committee.

#### F. LANDSCAPE REQUIREMENTS

Refer to Section 4, Article II, Landscape Requirements for Builder/Contractor/General.

#### 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. A preliminary drainage concept shall be reviewed and approved in writing by the Architectural Committee prior to the preparation of final plans.
3. Provisions shall be made to prevent erosion to all slope areas, the golf course, adjacent lots and roadways prior to 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 Architectural Committee. Drainage outlet 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 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 Architectural Committee. Light levels must be directed away from neighboring parcels and 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 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

- a) Refer to Section 5, Gainey Ranch Security Policy Guidelines.
- b) 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 Architectural Committee provided the antenna is installed in conformance with the rules and restrictions contained in this Subparagraph 1. However, the Architectural Committee recommends that an Owner desiring to install an antenna without the prior written approval of the Architectural Committee contact the 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 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 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 Architectural Committee within seven (7) days after the installation date. The notice shall be in the form prescribed by the Architectural Committee, and the Owner shall provide the Architectural Committee with such plans and other documentation as the 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 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 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 signal 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.

(F) 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 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 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 therefor.
- (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 there 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 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 Architectural Committee.

3. **Basketball Backboards**

- a. No basketball backboards shall be installed without the prior approval of the 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 Architectural Committee.

4. **Flagpoles and Flags**

- a. No flagpoles may be installed without the prior approval of the Architectural Committee.
- b. Flagpoles shall be an appropriate residential height and painted a dark bronze color approved by the Architectural Committee.
- c. Only the United States and State of Arizona flags may be displayed and such flags shall be of reasonable size, as determined by the Architectural Committee.
- d. Flags shall be an appropriate size based on the height of the flagpole.
- e. All displays of the American or State of Arizona flag must be in a manner consistent with the Federal 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 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/sport courts may be installed without prior written approval of the 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 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 which ever 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 view 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 Architectural Committee.
- vii) 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 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 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 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 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 Architectural Committee.

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

General Guidelines:

- a. Glass may be clear or tinted. Tinted glass requires special approval. 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 builder.

11. Mechanical Equipment

- a. No mechanical equipment will be openly visible. The 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 Architectural Committee prior to installation.
- d. Roof-mounted solar panels and equipment must match the roof color. Panels must appear to be an integral part of the roof plane. Solar units must not break the roof plane. Solar units must not break the roof ridgeline, must not be visible from the public view and must be screened from neighboring property in a manner approved by the Architectural Committee. Roof-mounted hot water storage systems must not be visible from public or private view. Tracker-type systems will be allowed only when not visible from adjacent property.

#### 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 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 Architectural Committee. The placement, maintenance and appearance of all such containers shall be subject to rules and regulations of the 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 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 Architectural Committee for approval prior to application.

16. Compliance with the City of Scottsdale Code

(See Exhibit D for Scottsdale Development Standards)

All building 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 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.
- a. Parking of boats campers, trailers, motor homes, recreational vehicles, buses, vans or trucks having a carrying capacity in excess of ¾ tons designed for commercial purposes is not permitted within Gainey Ranch, except with the prior written approval of the 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

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 2' 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, kool deck AND pool equipment cannot violate/disturb the easement.

Barriers

- 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 2003 International Building Code. 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.

It is the responsibility of the pool builder to inform the new pool owner of the barrier 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.

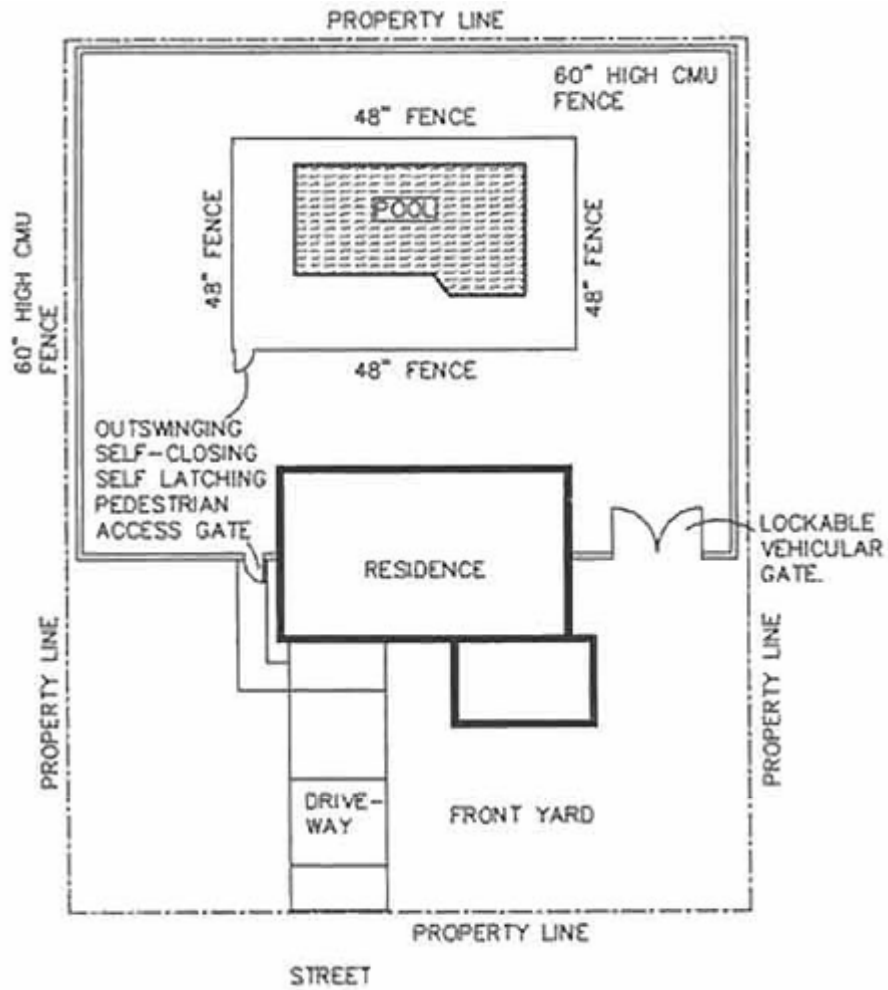
These pool safety provisions are based upon nationally established standards and are designed to assist homeowners in the supervision of their pools for current or future use by children. We feel they offer reasonable opportunities for Scottsdale homeowners to provide for adequate pool safety by integrating various components of barrier protection.

THIS INFORMATION WAS PULLED DIRECTLY FROM THE CITY OF SCOTTSDALE'S WEBSITE.

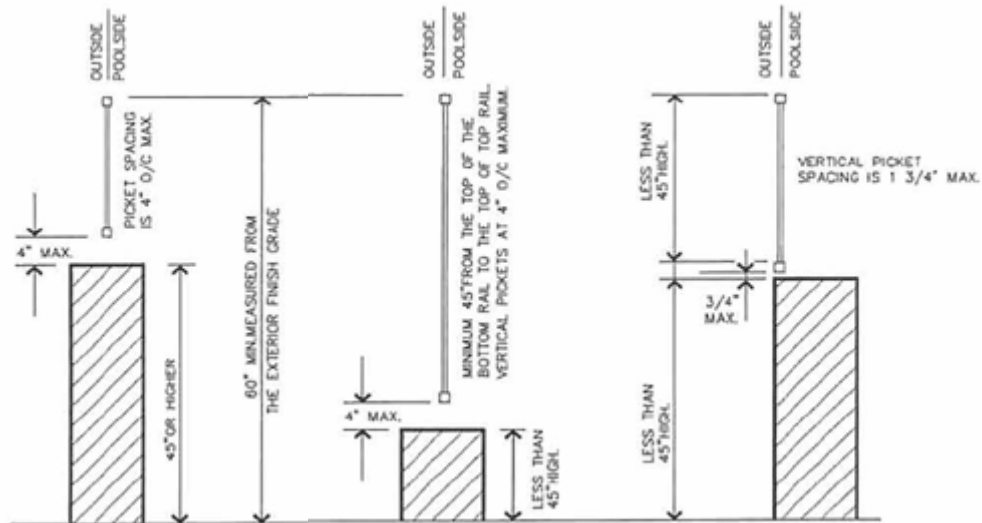
[www.scottsdaleaz.gov/codes/Pool/Default.asp](http://www.scottsdaleaz.gov/codes/Pool/Default.asp)

***Swimming Pools, Hot Tubs and Spas***

Detail Drawings



**Fence Details:**



See City of Scottsdale Ordinance # 3505 for other 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 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 aboveground pool structure. [See detail 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:

- a. 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.
  - b. 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.
  - c. 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. Violations shall be remedied in accordance with Section 31-33 of the Scottsdale Revised Code.

#### 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 ON 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 OT 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.

72-Z-86

SECTION 4

ARTICLE II

LANDSCAPE REQUIREMENTS

A. INTRODUCTION

The Architectural Committee is requiring that all private landscape development respect the integrity of existing conditions at Gainey Ranch, with particular concern for how individual rear yards relate to the golf course. The Architectural Committee will assist you in obtaining the necessary topographical and air photo information on the golf course. Allow fifteen (15) working days for written response from the Architectural Committees. Plan approvals will not be granted without the following information. Submit two (2) copies of all plans for review. 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 building pad.
2. Adjacent lots - For each lot adjacent to the owner's lot, the submittal must locate 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 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.
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 Architectural Committee. Once a plan is approved by the 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 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.
  - 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 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 the individual Builder of 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 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 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 2

EXHIBIT E

GAINEY RANCH PLANT LIST

(1) TREES

Acacia varieties - Saligna, Salicina, Smallii, Farnesiana, and Stenophylla  
Australian Willow  
Bottle Tree  
Bottle Brush Trees  
Brazilian Pepper  
Carolina Cherry  
Citrus varieties  
Cottonwood  
Evergreen Elm  
Evergreen Pear  
Eucalyptus varieties - Microtheca, Rostrata, Spathulata, Formanii, Torquata, and Erythrocorys  
Ironwood  
Mesquite varieties - Chilean, Argentine, Native, Honey and Screwbean  
Palo Verde - Foothill and Blue  
Phoenix Dactylifera  
Photinia  
Queen Palm (Requires location approval)  
Shamel Ash  
Texas Ebony  
Willow Pittosporum  
Xylosma

(2) SHRUBS/GROUND COVER

Arizona Rosewood  
Bird of Paradise  
Burford Holly  
Cape Plumbago  
Cassia varieties - Artemisioides, Phyllodenia, and Nemophila  
Chihuahuan Sage  
Creoste Bush  
Euonymus  
Fig Vine  
Gazania  
Glossy Abelia  
Hall's Honeysuckle  
Hardenbergia  
Hearts and Flowers  
Heavenly Bamboo  
Hopbush  
Iceplant  
Jasmine varieties - Primrose, Star and Pink  
Jojoba  
Lady Bank's Rose  
Mediterranean Fan Palm  
Myoporum  
Myrtle  
Dwarf Red Oleander  
Photinia

Pineapple Guava  
Pittosporum Privet  
Pyracantha  
Raphiolepis  
Texas Ranger, White Cloud, Greencloud  
Trailing African Daisy  
Verbena  
Viburnum  
Vinca Major  
Xylosma

(3) PROTECTED COURTYARD PLANTS

Agapanthus  
Asparagus Fern  
Aucuba  
Asiatic Jasmine  
Bougainvillea  
Cape Honeysuckle  
Cast Iron Plant  
Coral Vine  
Ficus varieties - Nitida and Benjamina  
Foxtail Fern  
Gardenia  
Hibiscus  
Lantana  
Lilyturf  
Loquat  
Mandevilla  
Natal Plum  
Oleander varieties - Petite and Pink Salmon  
Passion Vine  
Sago Palm

(4) SUCCULENTS/ACCENTS

Aloe Saponaria  
Aloe Barbadosensis  
Desert Spoon  
Hesperaloe

Cacti Must be maintained below the height of the masonry portion of the Golf Course and Side Yard Walls.

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 top of sign.
4. The location and design must be approved by the Gainey Ranch 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 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 5

### GAINNEY RANCH SECURITY POLICY GUIDELINES

The full-service, 24 hour security system enjoyed by residents of Gainey Ranch is an important element, which separates Gainey Ranch from other communities as distinguished by:

A. MANNED VISITOR ENTRY AND REMOTE ACCESS GATES

Entry into Gainey Ranch is monitored and controlled by the manned security plazas at the East, West and North entrances to Gainey Ranch Road. The remote access gates are controlled by the electronically coded entrance devices, by the main security plaza attendants and may also be operated by residents of those areas by depressing a certain digit on their telephone when called on the phone from the remote access gate. Visitors requesting access to residences accessible by either the East, West or North Plazas will be detained unless the owner has called security in advance to approve their admittance. The security plaza telephone numbers are as follows:

West Plaza 948-WEST (9378)    East Plaza 948-EAST (3278)

North Plaza 951-3460 Service Gate (Weekdays)

If the visitor's name is not on the authorized or expected list, the gate attendant will call the resident for approval before allowing entry. In the event the resident cannot be reached by telephone, the party will be denied entrance. Calls initiated by a homeowner or renter to the Security Plazas may be immediately confirmed by the gate attendants since the security plazas have *caller ID* on their telephones. If you rent, lease or sell your residence, it is important that you inform GRCA Administration or Security in order to avoid the inconvenience and embarrassment of the new occupant's being denied access to Gainey Ranch.

A Gainey Ranch homeowner shall be entitled to purchase one card and obtain one decal for each vehicle operated on Gainey Ranch by such owner or others who are permanent residents of his/her Gainey Ranch property. (Details, including exceptions, can be found in the Gainey Ranch Rules.) To open the gate, the card is held near a card reader located at each entrance to Gainey Ranch. Pertinent information is programmed into the computer system that controls the card readers. GRCA also has the capability of invalidating cards if, for instance, a card is lost or when ownership of a residence changes or for any other valid reason. It is important to note that all access devices are for the use and convenience of Gainey Ranch residents only, and should not be given to service personnel, friends, etc., for their use. Security is of great importance to the residents of Gainey Ranch and should not be compromised by non-residents' use of access cards.

If residences are leased, owners may wish to grant use of their cards to tenants for the lease periods. The property owners' names, however, are registered in the computer and it is their responsibility to obtain the cards from the tenants once the lease is terminated. When a Gainey Ranch residence is sold, the access devices will be invalidated and the new owners shall register and re-validate the devices at the GRCA Administration office.

Windshield decals may also be issued, at no charge, to Gainey Ranch homeowners for further identification purposes. (The decal should be placed on the inside of the windshield in the lower left hand corner.) To obtain decals, property owners must contact the Administration office to register their vehicles. If a vehicle does not have a permanent license plate, a temporary pass can be procured at the West Security Plaza. Windshield decals are issued only for vehicles with permanent license plates.

**B. 24-HOUR SECURITY PATROL**

Within the community, roving patrol(s) operate around the clock, further enhancing privacy and safety. Patrol vehicles contain rescue and first-aid equipment. Trained personnel are available to assist in handling medical, fire and security emergencies until such time as the applicable municipal service arrives on the scene.

**C. PRIVATE ALARM SYSTEM**

Each residential unit is required to contain an alarm system for protection against break-ins and fire. In the event of an intruder, a siren will sound within the residence, providing the alarm system has first been armed. In addition, this system features emergency buttons for police, fire and medical services with an alarm terminating at the main “Communications Center” where the requested service will be notified and dispatched to the scene. A computerized monitor at the “Communications Center” is programmed to contain the pertinent medical history of occupants to assist emergency personnel. Each resident, however, must first provide the medical information to Amer-X Security or to Gainey Ranch Security, and should keep the information current. It is the responsibility of each resident to call Amer-X and schedule a subscription appointment. The Amer-X technician will activate the system and train the homeowner on its use. GRCA is not responsible for activating residential alarm systems.

**D. RESIDENT SECURITY RESPONSIBILITY**

Although the Gainey Ranch security system offers many features that will reduce security related problems, it unfortunately cannot resolve or eliminate all such problems. There are still a number of ways unauthorized individuals may gain access to Gainey Ranch. Consequently, all residents should take the normal precautions in securing their personal property and protecting themselves. Some, but not necessarily all, of the things Security does not handle are as follows:

1. Does not provide police protection.
2. Does not check residences to make sure doors or windows are secured, that locks function properly or that alarm systems are turned on.
3. Does not repair alarm systems or non-working components.
4. Does not approve the adequacy of the outdoor lighting systems provided by the builder for residences and common areas.
5. Does not assume liability for unauthorized Gainey Ranch entrance.

SECTION 6

ARTICLE I

GAINNEY RANCH CONSTRUCTION POLICIES

A. INTRODUCTION

Gainney 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 Gainney Ranch should receive privacy, security, quality construction and a superior living environment. Every aspect of the development of Gainney Ranch requires unusually high standards of design, safety, maintenance, appearance and construction. The Gainney Ranch Community Association is committed to maintaining these high standards and the overall quality of life planned for Gainney Ranch and the established Construction Policies shall apply to all persons and firms engaged in or responsible for construction or development on Gainney Ranch.

The term “contractor” is used herein to refer to all such persons and firms engaged in or responsible for construction on Gainney 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 Gainney Ranch by such contractors, including all employees, agents, subcontractors, material suppliers, guests, etc. Gainney 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 Gainney 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. The location for all containers and port-a-johns shall be approved by GRCA and shall be promptly removed from the site upon completion of construction or any temporary delay of construction beyond one week.

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.

#### C. 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. When traveling on Gainey Ranch streets the contractor must obey all traffic related signage and refrain from speeding or driving recklessly or carelessly. Violations shall be reason for immediate eviction from Gainey Ranch.

#### D. 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.
3. 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.
4. 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 6:30 a.m. until 5:00 p.m. These hours may be amended as appropriate during summer months.

### 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 Ed Gallo, of Gainey Ranch Security by 2:30 p.m. on the preceding Friday. Ed 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 closed on 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 6

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 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 Architectural Committee Coordinator for the appropriate follow-up.

SECTION 6  
ARTICLE II  
EXHIBIT F

Pre-Construction Meeting

LOCATION OF PROPERTY:      Satellite Name: \_\_\_\_\_      Lot No. \_\_\_\_\_  
   Bldg. Permit #      \_\_\_\_\_      Date: \_\_\_\_\_  
   Construction Start Date: \_\_\_\_\_  
   Estimated Completion Date: \_\_\_\_\_

CONTRACTOR:      Firm Name: \_\_\_\_\_  
   Contact: \_\_\_\_\_  
   Address: \_\_\_\_\_  
   License #: \_\_\_\_\_  
   Telephone: \_\_\_\_\_  
   Emergency Phone: \_\_\_\_\_

OWNER:      Name: \_\_\_\_\_

CHECKLIST OF ITEMS TO DISCUSS:      COMMENTS:

1. Identify key personnel and roles: GRCA, GRGC
2. Architectural Review:      Approval received?      [ ] Yes      [ ] No
3. Provide Gainey Ranch Construction Policies, including amendments and discuss:
  - a. Cleanup
  - b. Workman
4. Provide Home Alarm Installation Specifications – (Radionics Systems only) *required by all contractors* \_\_\_\_\_ *initials*
5. Provide Cox Communications Pre-wire and Conduit letters.
6. Access to Site:
  - a. Elite Telephone Entry – explain system
  - b. Employees, Subs, Suppliers  
List provided to Security?      [ ] Yes      [ ] No
  - c. Gate/Construction hours
7. Temporary Facilities
  - a. Trailer and Signage
  - b. Storage Yard
  - c. Parking
  - d. Water and Sanitary
  - e. Trash Containment
  - f. Port-A-John

8. 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.
9. Contractor is responsible for damage to existing improvements. Contractor hereby agrees the site is in satisfactory condition unless he notifies GRCA. in writing three (3) days of the date of Pre-construction Meeting.
10. 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.
11. 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

\_\_\_\_\_  
Scott Williams – GRCA. Maintenance

\_\_\_\_\_  
Rick Humbert – Construction Coordinator

\_\_\_\_\_  
Ed Gallo – Gainey Ranch Security

Distribution:      Owner/Contractor  
                         Scott Williams, GRCA Maintenance  
                         Rick Humbert, GRCA Maintenance  
                         Ed Gallo, GRCA Security  
                         Diane Brunfeld, Architectural Coordinator