SUMMARY OF RULES

AND

ARCHITECTURAL GUIDELINES

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Following these Rules and Guidelines does NOT eliminate the need to review the CC&Rs and comply with all restrictions contained therein. Capitalized terms not defined herein shall have the meaning ascribed to them in the CC&Rs. In the case of a conflict, the CC&Rs prevail.

Association's Administration

BOARD OF DIRECTORS

In accordance with the Third Amended and Restated Declaration of Covenants, Conditions, Restrictions, Assessments, Charges, Servitudes, Liens, Reservations and Easements (Scottsdale Ranch Community Association) ("CC&Rs"), The Scottsdale Ranch Community Association ("SRCA" or the "Association") is governed by a Board of Directors, which establishes the basic policies of the Association and oversees the operation of the professional staff. Board members are elected by the general membership at each Annual Meeting and serve a two-year term. Officers are elected by the Board to serve a one-year term. The principal powers of the SRCA Board of Directors are to:

1. Enforce the SRCA Articles of Incorporation, Bylaws, and CC&Rs.
2. Record its actions and report annually to the membership.
3. Employ an Executive Director and oversee management operations of the Association.
4. Establish the annual operating budget, set the Annual Assessment and ensure its timely collection.
5. Procure and maintain adequate liability and hazard insurance.

A person may become a candidate for election to the Board of Directors by submitting an application for review by the Election Committee. All votes are tallied at the SRCA Annual Members Meeting and the results are announced at the conclusion of the Annual Meeting.

ADMINISTRATION

The Executive Director manages all daily operations, reports to the Board of Directors and implements Board policies. Business operations are conducted by an administrative staff of three (3) full-time and three (3) part-time employees. Maintenance of the 88 acres of Common Areas is performed by an outside landscape contractor and overseen by the Executive Director. Lake Serena and the Community Center facility are maintained by three (3) part-time employees.

COMMUNICATION TOOLS

The Association, as directed by the Board, distributes communications material such as magazines, flyers, and weekly bulletins to keep residents up-to-date on situations which affect the quality of life in Scottsdale Ranch and the community. An annual report is also prepared to keep members well informed of the Association's activities and financial status. Our website, www.scottsdaleranch.org, with current Rules and

Guidelines, CC&Rs, newsletter, financial information, annual report, activities and other useful information is a crucial part of our communication with current residents and others desiring information on Scottsdale Ranch.

COMMITTEES

Working together to gain greater community awareness and involvement within Scottsdale Ranch is of great importance to the Association and its members. The Board forms a number of committees to assist in reaching its goals and objectives. The committees required by the Bylaws are the Architectural Committee and Election Committee. Standing committees include ancillary, communications, finance, governmental, lake and social. Residents of Scottsdale Ranch are encouraged to become actively involved in their Association by serving on one of the committees. If you are interested in working with one of these groups, please contact the SRCA administrative office. All committee members are appointed and removed by the Board, as it determines in its discretion.

Ancillary Committee

The Ancillary Committee's responsibility is to establish and maintain open lines of communication between the various sub-associations within Scottsdale Ranch. The Committee shall serve as a channel to exchange information that is beneficial to Scottsdale Ranch as a whole. The Committee plans two or three events per year and meets accordingly to plan and attend meetings.

Architectural Committee

The purpose of the Architectural Committee is to establish guidelines and implement controls for the aesthetics of the Ranch based on the CC&Rs and Bylaws. The Architectural Committee is specifically charged with the responsibility to review and take action on all architectural applications submitted by Scottsdale Ranch residents prior to any modifications being made to their property. The committee shall consist of such number of regular members and alternate members as the Board may designate. The committee members shall be appointed by the SRCA Board of Directors annually. An SRCA Board member shall be designated as the Committee Chairman, as required under Arizona law, and report to the Board on a continual basis. The Architectural Committee meets the 2nd and 4th Wednesdays of each month at 3:30 p.m. in the Conference Room at the Administrative office located at 10585 N. 100th Street.

Association members are required to submit an architectural application to the Architectural Committee for review and written approval prior to making modifications that would affect the exterior appearance of their property. *Refer to pages 34-62 for the SRCA Community Architectural Guidelines.*

Communications Committee

The Communications Committee was formed to give periodic input and feedback from a resident perspective about the quality and effectiveness of the existing communication vehicles utilized by the Association as well as to be an additional

resource to the Association staff, when needed, providing knowledge and expertise in relevant areas of marketing and communications. The committee meets on an as-needed basis.

Finance Committee
This committee reviews and advises the Board on the finances of the Association including the budget, expenses, taxes and staff compensation. The Committee shall consist of a maximum of seven (7) members. Members will be comprised of the SRCA Treasurer, a SRCA Board member, and five (5) residents at large. Members will be appointed by the Board. The Treasurer shall be the Chairman of this Committee. The Finance Committee is formed to assist the SRCA Board of Directors in overseeing the finances, ensuring that adequate safeguards are implemented to protect the assets of the Association and achieving its goals and objectives. It is the responsibility of the Finance Committee to see that appropriate procedures are in place. The Finance Committee shall make recommendations to the Board of Directors with the Treasurer as Board liaison. The Finance Committee shall meet at least quarterly. A quorum at meetings shall consist of three (3) members. The Chairman may call special meetings upon providing three (3) days written notice to the other members.

Governmental Committee
The Governmental Committee plays an active role in assuring the continued safety and quality of life of Scottsdale Ranch residents. The committee establishes channels of communication with the city, county, and various state governmental departments and officials to inform them of Scottsdale Ranch interests and concerns. It is the Committee's responsibility to be familiar with current events and impending civic and governmental programs or proposals, which may affect the Association and its members. The Committee also recommends to the Board of Directors specific positions and courses of action, which it feels are necessary and appropriate to ensure that the Association is able to accomplish its goals. The Committee consists of a minimum of three (3) members. The Chairman will be a member of the SRCA Board of Directors unless otherwise designated by the Board. The Committee meets on an as-needed basis.

Lake Committee
The Lake Committee's role and responsibility is to address issues of water quality and usage, the stocking of fish and to examine the overall annual operational costs of the lake. The goal of the Committee is to maintain an environment that is clean, stable and capable of supporting an excellent fishery and visiting wildlife achieving an ecological balance. The Chairman shall be an SRCA Board member unless otherwise designated by the Board. The Committee meets on an as-needed basis.

Election Committee
The Election Committee was formed to oversee the election to the Board of Directors to ensure a uniform, unbiased election process that is open to all

eligible Members of SRCA. The Election Committee shall be appointed by the Board of Directors by October preceding each annual meeting of the Members, to serve until the close of the annual meeting. The Committee shall consist of not more than two (2) Board members and not less than four (4) and not more than six (6) Members at large. None of the Election Committee members shall be up for election at the upcoming annual meeting. A Board member shall serve as Chair of the Committee. The Committee meets at least annually.

Social Committee

The purpose of the Social Committee is to involve members as active participants in the community, and to acquaint new members with the community. The Committee plans and coordinates a variety of social and recreational activities, which appeal to all age groups. Such fun-filled activities might include: holiday get-togethers, western parties, casino nights, sun splash parties, and various fund-raisers, to name a few. The committee welcomes any suggestions or expertise in planning these social activities, promoting neighborhood involvement.

City of Scottsdale Neighborhood Watch

Neighborhood Watch is a crime prevention program that promotes neighborhood awareness as well as community fellowship, and which is endorsed by the SRCA Board of Directors and sponsored by the Scottsdale Police Department.

This program enlists the active participation of citizens in cooperation with local law enforcement agencies and allows citizens to become trained to recognize and report suspicious activities in their neighborhoods. It is easy to become a participant in the program. The program involves neighbors watching neighbors' properties during vacation periods, workdays, and evenings or during any unplanned absence of residents.

The Neighborhood Watch program can be developed by holding a block meeting to discuss the concept and develop a home protection plan. For the program to be totally effective, each resident must take an active role in both security improvement and observation.

Those who participate will receive Neighborhood Watch signs for their neighborhoods, as well as decals for their windows. Residents who are interested in becoming involved should contact the SRCA administrative office. At that time, SRCA will assist in arranging a meeting time, or will put residents in contact with a Community Affairs officer at the Scottsdale Police Department.

Association's Amenities

LAKE SERENA

Lake Serena is a 42-acre man-made lake with approximately five miles of shoreline. It was developed jointly by Scottsdale Ranch Partnership, City of Scottsdale, Maricopa County and the U.S. Army Corps of Engineers. The lake is part of the Indian Bend flood control system, a flood control for run-off water from the McDowell Mountains. The groundwater comes from a deep well located on Scottsdale Ranch. Stocked with bass, catfish and bluegill, Lake Serena offers Scottsdale Ranch residents varied boating and fishing activities, enabling them to fully enjoy the benefits of the Arizona climate.

Lake Membership IDs

All Members of Scottsdale Ranch may apply for a Lake Serena ID Card at no charge. Two guests per Member in attendance are permitted. The card must be in the Member's possession when using the lake and Members without Lake Serena cards will be asked to vacate the area until proper identification is obtained. SRCA personnel will make every attempt to monitor Lake Serena's use as much as possible; however, the Scottsdale Police Department should be contacted regarding trespassing. It is strongly recommended that all children be accompanied by an adult when fishing or visiting the lake area.

Tour Boat Rental

A tour boat, owned by the Association, is located at the Community Center and is available to Members at a cost of $35 for a 1-hour ride and $50 for a 2-hour ride. The Association provides a driver to take you and your guests on a cruise around beautiful Lake Serena. A 7-day notice is required in order to schedule appropriate personnel. The rental fee is based on the cost of furnishing gasoline and an operator. Food and drinks may be brought on the boat for your tour as an on-board cooler is available. If a ride is cancelled WITHOUT a 72-hour notice, unless weather related, the rental fee will be forfeited.

Scottsdale Ranch Members are entitled to one free one-hour pontoon boat ride every twenty-four (24) months. Please call the administrative office at (480) 860-2022 or visit the SRCA website at www.scottsdaleranch.org for more information. Advance reservations are required. If a ride is cancelled WITHOUT a 72-hour notice, unless weather related, the free ride will be forfeited.

SRCA Recreational Boat Rentals

Free recreational boating is offered as a way for residents who do not own their own boats and those looking for a different type of boating experience to take full advantage of the Ranch's most beautiful amenity, Lake Serena. Residents are allowed free rental access to a wide array of leisure and recreation style boats. Our great selection of non-motorized boats available for residents use includes canoes, paddleboats and kayaks.

1. Lake Serena activities and use are restricted to Residents of SRCA and their guests. The SRCA Lake Membership card must be presented in order to participate in activities or use the boats at Lake Serena.

2. Hours of availability – Daily (except holidays) 8:00 AM – 6:00 PM (Weather permitting). 48-hour reservation required.
3. There is a two (2) hour time limit on the use of boats.
4. Boats must be returned in a clean condition.
5. It is mandatory that life vests be worn by all users while using the SRCA watercraft.
6. No pets allowed on boats.
7. No child under the age of 5 will be allowed on the boats at any time.
8. Proof of age will be required (Birth Certificate or Picture I.D. with D.O.B.).
9. **Boat rental requirements:**
    a) All Residents and guests must sign the **Usage Agreement** before any use of the boats.
    b) Residents are required to provide a copy of the **Declaration Page** of their homeowners or renter's insurance to SRCA.
    c) Persons under the age of 13 may not check out boats and must be accompanied by a person 18 years of age or older when using the boats.
    d) Persons between the ages of 13 and 17 may only check out boats after a **Usage Agreement** has been signed by the person's parent or legal guardian.
10. All damage caused by the boat operator is the responsibility of the boat operator.

Waterfront Access Areas

Members of Scottsdale Ranch and their Residents and guests are permitted to use waterfront areas that are designated Common Areas of the Scottsdale Ranch Community Association. They should **NOT** use waterfront areas that are private property, as that is trespassing. While access to the lake is limited, this does not give the right to trespass on private property.

Lake Serena Regulations

1. No swimming, water skiing, windsurfing, tubing or the like is permitted on Lake Serena.
2. Boat identification and Lake Serena membership cards are required.
3. No gasoline-powered motors are permitted to be used on Lake Serena except those operated by SRCA.
4. No sailboards, paddleboards, homemade watercraft or gasoline powered remote controlled watercrafts are allowed on Lake Serena.
5. A Member may not cause anything to affect the quality of the lake's water, aquatic life, waterfowl life, structural integrity of the lake, or recreational amenities enjoyed by SRCA residents. No dumping of any material is allowed into Lake Serena. The Association intends to levy a $150 fine against any Member dumping anything, including grass clippings and landscaping debris, into Lake Serena, per occurrence. The Association will also seek recovery of any costs incurred by the Association against any ancillary association that dumps anything into Lake Serena. In addition, any costs incurred by the Association in remedying dumping will be charged to

the appropriate Member's account per Article X, Sections 2 and 3 (page 38) of the CC&Rs.

Fishing Regulations

1. Fishing for Members of Scottsdale Ranch and their Residents and guests is permitted from Scottsdale Ranch waterfront areas and properly registered boats.
2. Lakefront Residents may fish from their own private property.
3. A Lake Serena membership card must be in the possession of Members while fishing.
4. Catch and release of all fish from the lake is strongly encouraged.
5. Each Member, Resident, or guest, with a valid Lake Serena ID card, is permitted to take a total of three (3) fish per day for their own consumption.
6. Fishing is to be done with no more than two lines per person and no more than two hooks per line. Unattended lines are prohibited.
7. Cleaning of fish at the lake area is prohibited.

Watercraft Policy

(CC&Rs, Article IV, Section 4(f), Page 25)

Unless otherwise approved in writing by the Board, only the following types of boats and watercraft shall be allowed in any Lake Area: power boats operated by the Association for maintenance, safety, or other community purposes; sailboats; canoes; paddle boats; and electrical or battery operated boats. Except for power boats operated by the Association, no gasoline or other combustible powered boats shall be permitted on any Lake Area. The size of all boats and watercraft shall be subject to restriction by the Board. All boats and watercraft must be registered with the Association and must bear identification numbers as assigned by the Association. All boats, watercraft and the equipment thereon shall not be allowed to be in disrepair.

Only registered watercrafts are permitted on Lake Serena and are required to be moored to an approved dock when not in use. The beaching of watercraft is not permitted. Anchors, weights or other devices are not permitted to make contact with the lake bottom. Any member who fails to adhere to this policy shall be notified in writing by SRCA of the infraction and the watercraft must be removed immediately. Failure to comply may result in removal and storage of the watercraft by SRCA, with the owner accepting full responsibility for all expenses incurred in the removal and storage and/or imposition of fines.

Boat Identification

1. A SRCA boat identification sticker is required to be displayed on all Members' boats while on Lake Serena. The sticker can be obtained from the SRCA Community Center at no charge.
2. All watercrafts must be identified by a manufacturer's Hull number.

Boating Regulations

1. Boats may be powered by a conventional battery-operated motor.

2. It is recommended that lifejackets be worn by those in boats at all times.
3. A Lake Serena ID card must be in the possession of the Member using the lake.
4. Watercraft operating during the hours from sunset to sunrise is required to display navigation lights. Small boats shall display a steady white light.

Boat Size

The size and types of boats are subject to restrictions by the SRCA. The width and height of all boats must be able to safely navigate through the channels and under the bridges of Lake Serena. Boats shall not exceed 21' in length. Members and their Residents and guests assume all responsibility for their own safety while on Lake Serena.

Waterfowl Policy

Feeding of waterfowl is not permitted on any easement area or any property maintained by SRCA or an ancillary association. Domestic ducks are not permitted on Lake Serena. The Association will remove or cause to be removed domestic and crossbreed ducks and their eggs, and make every reasonable effort to keep Lake Serena domestic-duck free.

The SRCA Board of Directors may change these rules or enact additional rules if needed to enhance the safety and enjoyment of Lake Serena. In addition, the Board reserves the right to suspend Lake Serena privileges of any resident who abuses the rules.

COMMUNITY CENTER

The Scottsdale Ranch Community Association administrative offices and the Community Center are located at 10585 North 100th Street. Office hours are Monday through Friday 9:00 a.m. to 5:00 p.m. The Community Center is available for use every day. For additional information or reservations, call (480) 860-2022 during office hours.

Members of Scottsdale Ranch may reserve the Community Center for events. A building rental fee of $275 or $325 is charged for a four (4) hour increment, depending on the number of guests. The four (4) hour rental includes set-up and breakdown time. Any time over four (4) hours will be charged at the rate of $60 per hour. Weekday rentals Monday through Thursday are available in two-hour increments at a decreased hourly rate.

A security deposit in the amount of $250 is required at the time of the reservation and will be refunded after the event; provided no damage has been done to the facility and no additional charges have been incurred. A 30-day cancellation notice is required, or a portion of the security deposit will be forfeited, unless otherwise noted in the contract. The Community Center rental fees are due, in full, 30 days in advance of the event. There are additional cancellation policies during the month of December, please check the rental form which is available at the administrative office or visit the SRCA website at www.scottsdaleranch.org.

Other rates apply to holiday rentals, if staffing permits. Please refer to the SRCA Community Center Rental Agreement.

Audio equipment, which includes an 80" big screen television, DVD/CD player, stereo receiver, iPod dock, microphone and HDMI hookup, is available for use during the event.

The rental fee for the Community Center facility includes the use of the furniture, folding tables, chairs and the use of the kitchen.

The maximum number of people the Community Center will seat indoors is 75. The maximum number of people utilizing the indoor and patio areas is 125 for any event.

The SRCA will **NOT** sign for, or take responsibility for rental items. It is necessary for residents to be available when the rental company makes deliveries.

Call the Administrative Office for specific information regarding the rental of the facility. It is best to plan in advance as reservation dates fill up quickly. A signed contract and the security deposit are required to reserve the Community Center. The forms are available on the SRCA website, www.scottsdaleranch.org under "Documents".

BLOCK PARTY TRAILER

SRCA has a "Block Party Trailer" with tables, chairs, coolers, barricades, a charcoal grill, a shade ramada and trash bags available for use at your block party. A minimum of five (5) families in your subdivision must participate to qualify for the free use of this equipment. There is a $100 security deposit for use of the trailer, which is fully refundable if there is no damage to the equipment. SRCA staff will drop the trailer off at a location you specify and pick it up later that day. A thirty (30) day advance notice is required to reserve the trailer.

This trailer is also available for a Member's private use for a nominal charge. The "Party Trailer" rentals are on a first-come/first-serve basis with a refundable rental deposit of $100 that is required to reserve the party trailer. A rental fee of $75 PER DAY is required to be paid 30 days prior to the rental date. Reservations must be made at least 30 days in advance. The Party Trailer will be dropped off and picked up by an SRCA representative. Please call the SRCA Administrative Office for further information or to reserve the trailer for your neighborhood block or private party. The forms are also available on the SRCA website, www.scottsdaleranch.org.

Assessment Obligations

Article VII, Sections 2 and 3 (Page 30) of the CC&Rs provide for an Annual Assessment, equally charged to all Members who own property on Scottsdale Ranch, providing the means for the successful operation of the Association. (Ancillary

associations for individual subdivisions may also charge an assessment fee. All Members should refer to their closing documents to determine if this is applicable.)

Any Annual Assessment increase requires SRCA Board of Directors' approval. The maximum possible amount of any year's increase is based on the maximum allowed by Arizona state statute (currently 20 percent). The Annual Assessment for SRCA is due and payable on January 1 of each year and is considered late after January 31.

Members are mailed an invoice approximately two weeks prior to the due date of January 1. If a Member does not receive an invoice, it does not relieve that Member of the liability to make timely payments. Reminders are also published in the monthly newsletter. Any Annual Assessment not paid within 30 days from the due date shall incur a 10% late fee and will be subject to applicable interest. A lien will be filed on the property of the Member if the assessment status continues to be delinquent, per the CC&Rs, Article VIII, Sections 2 and 3 (Pages 34-35).

Resale Disclosure and Transfer of Ownership

As mandated by state law, SRCA, upon written notice of pending sale, will disclose in writing to the potential purchaser pertinent information regarding assessments, SRCA's financial status, pending litigation, and insurance. The CC&Rs, Articles of Incorporation, Bylaws and Rules and Community Architectural Guidelines will also be provided to the potential purchaser.

Arizona law and Article VII, Section 13 & 14 of the CC&Rs (Page 33) provide for reasonable fees to be charged for such services. A resale disclosure statement fee of $100, as well as any other update or rush fees permitted by law will be collected at the time of close of escrow.

In addition, upon transfer of the property, a $150 administrative transfer fee will be collected through the close of escrow pursuant to Article VII, Section 12 of the CC&Rs, along with a copy of the recorded deed and Buyer's Acknowledgement Sheet.

Finally, each new Owner shall pay a Working Capital Fee equal to one year's Annual Assessment to SRCA at the time of purchasing the Lot pursuant to Article VII, Section 14 of the CC&Rs.

Rights of Enforcement

Per Article XII, Section 2 (Page 39) of the CC&Rs, SRCA helps to enforce the Association's governing documents, which benefits all residents who live on Scottsdale Ranch. Compliance with the CC&Rs helps protect the aesthetics and property values of Scottsdale Ranch.

Anyone who observes possible noncompliance with the governing documents is asked to notify the Association so that a determination can be made and corrective measures taken if a violation exists. The enforcement of deed restrictions is a responsibility that all members of the community share. The SRCA communicates and administers the requirements of the governing documents in a fair, reasonable, and non-discriminatory manner.

In the event a violation is found, the Association makes every reasonable effort to communicate with the Member to resolve the situation. A Member failing to comply after all avenues have been exhausted, may face legal action in accordance with the CC&Rs, in which case all expenses incurred will be assessed to the Member's account and shall be secured by a lien on their Lot. The Association has the right, but not the obligation, to enforce the governing documents through civil litigation, if needed.

Procedures for Enforcement

In an effort to maintain the beauty and integrity of Scottsdale Ranch, an Association administrative staff member drives the property on a weekly basis, specifically to note any violations of the governing documents.

Any Member who does not comply with the governing documents will receive written notices to request corrective action. The notices may consist of a written notice of non-compliance, a notice of violation, or a notice of pending legal action, giving the resident ample opportunity to communicate with SRCA to resolve the matter. Open communication is always encouraged between the SRCA and its Members.

The SRCA Board of Directors has approved a policy to impose reasonable monetary penalties on a Member whose property has not been brought into compliance after repeated notifications. Prior to any penalty being imposed, the Member will be notified by mail and have the right to be heard by the Board of Directors on the issue. Once monetary penalties begin being imposed, the Member is then responsible to inform the Association of compliance.

COMPLIANCE POLICY

A violation can come to the Association's attention by a staff member who notes the violation during a drive through of the Ranch or a complaint received by a neighbor. If a complaint is received by a neighbor, a member of the Association staff will perform a follow-up check to confirm the existence of the condition reported by the neighbor and to confirm that the condition is a violation of the Governing Documents. The Association has no duty to take any action based on anonymous complaints. Owners should be aware that the Association may be required to provide information about complaints made and the person who made them to other Owners, to the extent required by law. If the Association staff has a question of interpretation as to whether the condition is a violation of the Governing Documents, the Executive Director can forward the matter to the Board and/or the Association's legal counsel for guidance and determination.

While the Board intends to follow the procedure below, the Board reserves the right, in its sole and absolute discretion, to vary from this procedure due to the unique circumstances of every situation.

Content of Written Notices:
Any written notice to an Owner regarding a violation will contain the following information: (a) the nature, description, and location of the violation, (b) a request to remedy the violation and/or a request to submit plans and specifications for the improvement to the Architectural Committee, and (c) the deadline for remedying the violation.

First Notice:
For a first-time offense, a courtesy reminder will be given by a phone call and/or the Association's preferred method of correspondence, as determined by the Association staff. The Owner is asked to comply within the time frame specified or communicate to the Association staff any problems with or inability to comply. If the Owner is a repeat offender or if the violation is a repeat offense, the Association staff may make the determination to skip the First Notice and proceed to one of the other steps listed below.

Follow Up Notice:
If the violation remains unresolved after the deadline for compliance, or the same or similar violation (as determined by Association staff) re-occurs again within a twelve-month period, a Follow Up Notice will be sent. The Owner is asked to comply within the time frame specified and notified that enforcement action can be taken per the Declaration and Arizona law if they do not comply.

Final Violation Notice:
If the violation remains unresolved after the deadline for compliance, or the same or similar violation (as determined by Association staff) re-occurs again within a twelve-month period, a Final Violation Notice is sent. The Owner is asked to comply within the time frame specified and notified that enforcement action can be taken per the Declaration and Arizona law. Pursuant to Arizona law, the Owner will be notified of their right to be heard before a fine is imposed and the process the owner must follow to contest the notice. Thus, the Final Violation Notice will give the Owner a deadline for contacting the Association staff to exercise the Owner's right to be heard and will also inform the Owner that, in order to contest the violation, within twenty-one (21) days from the date of the Final Violation Notice, the Owner must send the Association a written response, by certified mail, to the address contained in the Final Violation Notice.

If the Owner contests the violation in the First Violation Notice, the Association has ten business days from the date it receives the certified mail to provide the owner with a "written explanation regarding the notice" containing at least the following information, to

the extent not provided in a prior notice to the Owner (a) the provision of the document that has been violated; (b) the date of the violation or the date the violation was observed; and (c) the first and last name of the person or persons who observed the violation.

Hearing and Fines:
If the Owner requests a hearing as provided in the Final Violation Notice, the Association staff will schedule a hearing in front of the Board or a committee appointed by the Board. To the extent reasonably possible, the hearing will be held at the next scheduled Board of Director's meeting. The hearing will be held in the open session portion of the meeting unless the Owner requests the hearing be held in executive session or the Association staff determines that the hearing should be held in executive session.

At the hearing, the hearing body shall permit the Owner to submit all relevant arguments, evidence, statements, and/or witnesses regarding the alleged violation. The hearing body may also request that the Association staff present information or evidence regarding the alleged violation. The hearing need not be conducted in conformity with judicial rules of procedure or evidence. The Association's and Owner's attorneys may be present and participate in the hearing. If either party's attorney will be present at the hearing, the other party shall be notified as soon as the determination is made.

After the hearing is held, if one is requested, or after the time has passed for the Owner to request a hearing, the Board will make a determination as to whether a fine will be imposed. Furthermore, once an initial fine is imposed, additional fines may be imposed if the same violation continues. Although it is the ultimate goal of the Association to find a resolution to the violation and not to fine an Owner, any fines imposed will be collected pursuant to any means available by law.

Notice of Fine:
After the time has passed for the Owner to contest the violation, or after the Association has provided the Owner with the information required, (and the Owner has been given the opportunity to be heard), if the Association has determined that a fine will be imposed for the violation, the Association will send the Owner a Notice of Fine sent by certified, return-receipt and regular mail. The Notice of Fine will inform the Owner of the amount of the fine and that additional fines will be assessed thereafter until the violation is remedied. Fines will generally be imposed pursuant to the attached Fine Schedule. However, the Board may vary from the Fine Schedule depending on the unique circumstances of every situation. The Notice of Fine will also inform the Owner of the remedy or remedies the Association is considering or intends to take to obtain compliance.

Subsequent Violation Notices
If the violation remains unresolved after the deadline for compliance provided in any Violation Notice, or if the same or similar violation (as determined by Association staff)

re-occurs again within a twelve-month period, the Association may impose additional fines, pursuant to the Fine Schedule.

Association's Options for Compliance:

The Association may employ any or all of the following remedies to obtain compliance:

- Legal action – Legal action may be in the form of (a) a personal judgment for the collection of fines, other costs incurred by the Association in enforcement, or self-help costs, (b) an action for injunctive relief against the Owner to correct or otherwise abate the violation, and/or (c) any other legal or equitable remedy that may be available to the Association. The Association's costs in any legal action may be assessed to the Owner's assessment account.
- Self-help intervention – The Association may enter the Owner's lot and remove, remedy, and/or abate the violation. The Association's costs may be charged to the Owner's assessment account.
- Suspension – an Owner's voting rights and right to use the recreational facilities and other Common Areas may be suspended for an initial period not to exceed sixty (60) days and for successive sixty (60) day periods if the violation is not corrected during any prior sixty (60) day suspension period.
- Local City, County and State enforcement coordination

Referral to Legal Counsel

At any time in this process, the Board of Directors may turn a violation matter over to the Association's legal counsel for enforcement advice and/or action. The Owner will be responsible for paying the Association's attorney's fees incurred in enforcement, regardless of whether suit is filed.

Waiver or Variation from Enforcement Policy

The Board of Directors and Executive Director shall retain the right and authority to vary from this Policy, it its sole judgment, due to the unique circumstances of every situation, including, but not limited to, the nature of the violation, severity of the violation, and the Owner's history of violations. In the case of an emergency, the variance from this Policy may also be approved by the President or another officer authorized by the Board of Directors.

Discretion Regarding Enforcement Action

At any time in this process, the Board of Directors may make a decision to take or not take enforcement action. Each such decision shall be in the discretion of the Board, in the exercise of its business judgment. Without limiting the generality of the Board's discretion, if the Board reasonably determines that a provision of the Governing Documents is, or is likely to be construed as, inconsistent with applicable law, or in any case in which the Board reasonably determines that the Association's position is not strong enough to justify taking enforcement action, the Board shall not be obligated to take such action. Any such determination shall not be construed a waiver of the right of the Association to enforce such provision at a later time or under other circumstances,

or prevent the Association from enforcing any other provision of the Governing Documents.

FINE SCHEDULE

The Board generally intends to levy fines according to the schedule of fines below. However, the Board reserves the right to levy a fine in a different amount, including daily, weekly, or monthly fines for recurring offenses, as determined in its discretion based on the nature of the offense, the number of violations, and any other relevant factors as determined by the Board.

Furthermore, with respect to subsequent violations beyond those listed in the schedule of fines, the Board shall determine the amount of the fine in its discretion by considering the same factors noted above. The amount of any fine established by the Board shall range from $25.00 to a maximum of $1,000.00 for a one-time fine, or daily, weekly or monthly penalties for recurring violations of up to $500 per day.

The Board also reserves the right to suspend the fines for certain ongoing violations to give the Owner(s) a reasonable time period, as determined in the sole discretion of the Board, to address them. However, if the Owner(s) fails to do so within the prescribed time period, then the Board may impose all the fines that accrued retroactively from the date of the original Notice imposing a fine. The Board reserves the right to exercise any means allowable by Arizona law to collect any fines imposed.

Violation Notice Number	Standard Violation
1	$25.00
2	$50.00
3	$100.00
4 or more	An additional $100 for every 14 days the violation persists, or as otherwise determined by Board, up to $1,000.00 per occurrence or $500 per day

Violation Notice Number	Failure to Cease and Desist (No Courtesy Notice required)
1	$100.00
2	$250.00
3 or more	An additional $100 for every 14 days the violation persists, or as otherwise determined by Board, up to $1,000.00 per

	occurrence or $500 per day

Additional Specific Offense Violations	
Unapproved Improvements	$250.00 per occurrence (No Courtesy Notice required)
Noncompliant Vehicle/Trailer Parking	$100 per occurrence for first day of violation, plus $10 per day thereafter until compliance (No Courtesy Notice required)

In the event that the Owner fails to pay a fine within fifteen (15) days of the requested due date, the Association may deem the penalty delinquent and impose a charge for the late payment of the penalty. The late charge may not exceed the greater of fifteen dollars ($15.00) or ten percent (10%) of the amount of the unpaid penalty. In addition, if the Owner refuses to pay the penalty, the Board reserves the right to pursue collection of all outstanding amounts via all legal means available to the Association. In the event that the Association is awarded a judgment against the Owner, the Owner will also be responsible for all costs and reasonable attorney's fees incurred by the Association.

VARIANCES

(CC&Rs Article IV, Section 5, Page 26)

The Board may, at its option and in extenuating circumstances, grant variances from the restrictions set forth in Article IV of the CC&Rs or in any Tract Declaration. If the Board determines, in its discretion, either that a restriction would create an unreasonable hardship or burden on an Owner or Lessee, or that a change of circumstances since the recordation of the Declaration has rendered such restriction obsolete and that the activity permitted under the variance will not have any substantial adverse effect on the other people on Scottsdale Ranch and is consistent with the high quality of life intended for residents of Scottsdale Ranch a variance may be granted.

Any request for a variance must be in writing.

Policies and Rules

Article XIV, Section 1 (Page 42) and Section 5 (Page 42) of the CC&Rs gives the Association the right to interpret the CC&Rs and to make rules and regulations to clarify the information contained in them.

The following are either found in the CC&Rs or are additional policies and rules of the Association as adopted by the Board of Directors. In some cases, the Board has decided to grant a variance to a particular restriction, pursuant to its power to do so under Article IV, Section 5 (Page 26) of the CC&Rs.

However, these policies do not include the Architectural Guidelines. ***Please refer to pages 34 - 62 in this document for the Community Architectural Guidelines. The CC&Rs in their entirety are a separate document available online at www.scottsdaleranch.org.***

SIGNAGE
(CC&Rs, Article IV, Section 2(n), Page 16)

No signs whatsoever (including, but not limited to, commercial, political and similar signs) which are Visible From Neighboring Property shall be erected or maintained on any Lot or Parcel except: (i) Signs required by legal proceedings. (ii) Not more than two (2) identification signs for individual residences, each with a face area of seventy-two square inches or less. (iii) Signs (including "for sale" and "for lease" signs) the nature, number, and location of which have been approved in advance and in writing by the Architectural Committee. (iv) Signs of builders on any Lot or Parcel approved from time to time by the Association as to number, size, colors, design, message content, location and type. (v) Such other signs (including but not limited to construction job identification signs, builder signs, and subdivision, shopping center, apartment and business identification signs) which are in conformance with the requirements of the City of Scottsdale and which have been approved in writing by the Architectural Committee as to size, colors, design, message content and location or which conform with the Association's Architectural Guidelines.

Real Estate Signs
Pursuant to Arizona law, real estate signs may be placed on a Lot without any prior review or approval in accordance with A.R.S. § 33-441 and A.R.S. § 33-1808 pursuant to the following provisions:

1. The signs shall be commercially-produced signs indicating the property is for sale, for rent or for lease.
2. The size of the sign and the sign rider shall be in conformance with the industry standards. The laws define industry standards as a sign that does not exceed 18 x 24 inches and the sign rider shall not exceed 6 x 24 inches. No such sign may extend beyond a property Owner's Lot boundary.
3. Open house signs as may not be prohibited by law are permitted. All open house signs must be placed in accordance with City of Scottsdale sign ordinances. Open houses may only be conducted between the hours of 8:00am and 6:00pm.
4. Signs can only be placed on an Owner's Lot and are not permitted to be attached to a shared wall.

Security Signs
1. Each yard is permitted one (1) security sign, which should not exceed 11"x14". The sign may state the name of the security company, its logo and phone number.
2. The security sign should be placed near the front entryway.

3. The security sign should be supported by a post that is painted or stained a color that is compatible with the residence.

Address signs
A maximum of two (2) street address identification signs consistent with the theme of the subdivision and with a face area of no more than 72 square inches are allowed at each residence.

Political signs *(in accordance with AZ Statute §§ 33-1808 & City of Scottsdale Sign Ordinance Sections 8.600 & 8.601 Temporary Non-Commercial Signage Regulations)*
1. Political signs are permitted no earlier than seventy-one days (71) before the day of an election and no later than three (3) days after an election day, subject to the surface area and other restrictions of applicable laws and ordinances.

In addition, such other signs as may not be prohibited by law may be placed on a Lot subject to the restrictions applicable under such laws.

Some sub-associations within Scottsdale Ranch may have additional restrictions on signs. If a sub-association's requirements are more restrictive, their requirements will control for that subdivision to the extent they do not conflict with applicable law.

TRUCKS, TRAILERS, RECREATIONAL VEHICLES
(CC&Rs, Article IV, Section 2(t), Page 19)
"No motor vehicle classed by manufacturer rating as exceeding ¾-ton, mobile home, travel trailer, tent trailer, trailer, camper shell, detached camper, bus, boat, boat trailer, commercial vehicle, or other similar equipment or vehicle may be parked, maintained, constructed, reconstructed or repaired on any Lot or Parcel or on any street in Scottsdale Ranch so as to be Visible From Neighboring Property, the Common Areas or the Streets; provided, however, the provisions of this Section shall not apply to (i) pickup trucks of less than ¾-ton capacity with camper shells not exceeding 7 feet in height measured from ground level and mini-motor homes not exceeding 7 feet in height and 18 feet in length which are parked as provided in Subsection (u) below and are used on a regular and recurring basis for basic transportation, (ii) boats permitted to be stored or moored on Lots, Parcels, or Lake Areas pursuant to Article IV, Section 4 below, or (iii) trucks, trailers and campers parked in areas designated for parking in non-residential Land Use Classifications. "Commercial Vehicle" shall be defined as any vehicle that meets any one or more of the following criteria: any type of signage, design or lettering for advertising, vehicle classed by manufacturer's rating exceeding ¾-ton, commercial utility racks located on the vehicle, or work equipment stored on the vehicle that is visible from outside of the vehicle."

1. The installation of any screening or other concealment for these vehicles to comply with the CC&Rs must receive the prior written approval and authorization of the Architectural Committee.
2. The Association understands and recognizes the limited exceptions that must be permitted under AZ State Statute for the vehicles of utility employees and first

responders. If you believe that your vehicle qualifies under applicable law for an exception, please contact the Administrative Office.

3. If vehicles are parked in violation of this provision, the SRCA Board intends to fine the owner in accordance with its fine schedule. Staff will attempt to call the member and also hand-deliver a written notice after the first 24 hours. The written notice will be mailed via regular mail as well. The Member will have 14 days from the date of the notice to request a hearing before the Board prior to the fine being imposed upon the Member's account.
4. Temporary parking of certain recreational vehicles shall be permitted for the purposes of loading and unloading only. No one may reside in such vehicle or equipment at any time. No part of such vehicle or equipment may obstruct access to any portion of the sidewalk (whether slide outs, storage areas, or any other portions of the vehicle or equipment). Such temporary parking shall not exceed twenty-four (24) hours at any one time ("Temporary Parking Period"). No more than one Temporary Parking Period is allowed in any seven (7) day period. This shall not apply to commercial vehicles, as that term is defined in the Declaration. If an Owner is a member of a sub-association with additional restrictions, to the extent that this provision conflicts with any provisions of those restrictions, the more restrictive provisions control.
5. The Board of Directors grants a variance to Section 2(t) of the Declaration as follows:
    - The Board understands that Owners, Lessees and Residents employ various contractors from time to time to service Lots in Scottsdale Ranch. These services include, among others, landscaping, air conditioning repair, deliveries, plumbing, pest control, and roof repair. Often, these services are consistent with maintaining the high quality of life intended for residents of Scottsdale Ranch.
    - The vehicles of these contractors would be considered a "Commercial Vehicle" under the definition in Section 2(t) of the Declaration, as many of them contain signage or lettering of the company name, or have commercial utility racks or work equipment visible from outside the vehicle, or are classed by a manufacturer's rating that exceeds ¾ tons.
    - Notwithstanding the Declaration provisions, contractors for Owners, Lessees and Residents shall be permitted to park Commercial Vehicles on the streets of Scottsdale Ranch, outside the Lot where the work is being performed, subject to the following conditions: (1) a Commercial Vehicle may only be allowed to the extent the Commercial Vehicle is specifically needed to perform the required service on the Lot; (2) a Commercial Vehicle may not exceed the size reasonably necessary to contain the tools of the trade required to perform the service on the Lot; (3) the vehicle may not be parked on the streets of Scottsdale Ranch any longer than is necessary for performance of the service, which includes loading and unloading; (4) the vehicle may be present only when work is being performed, and may not be left permanently or for long periods of time; and (5) the vehicle may only be present during daylight hours, and preferably during normal business hours, except for emergencies.

- This variance is intended to apply only in situations where the Commercial Vehicle is necessary for the contractor to perform his required duties. For example, a contractor hired to perform landscaping services on a Lot may have a vehicle with an attached utility trailer with tools necessary to perform the landscaping services. Under this variance, the landscape contractor would be allowed to park this vehicle on the street of Scottsdale Ranch in front of the Lot for which he is performing the landscaping work during the time period that such landscaping work is being performed.
- Some sub-associations within Scottsdale Ranch may have additional restrictions on the parking of Commercial Vehicles. If a sub-association's requirements are more restrictive, their requirements will control for that subdivision.

MOTOR VEHICLES

(CC&Rs, Article IV, Section 2(u), Page 20)

"No automobile, motorcycle, motorbike or other motor vehicle shall be constructed, reconstructed or repaired upon any Lot, Parcel or street in Scottsdale Ranch so as to be Visible From Neighboring Property or Common Areas or streets, and no inoperable vehicle (an inoperable vehicle shall be described as any vehicle without current required license plates and tags; or that is unused, stripped, scrapped, junked, discarded, dismantled, on blocks or similar devices, or vehicles with deflated tires) may be stored or parked on any such Lot, Parcel or Street, so as to be Visible From Neighboring Property or to be visible from Common Areas or streets; provided, however, that the provisions of this section shall not apply to (i) emergency vehicle repairs or temporary construction shelters or facilities maintained during, and used exclusively in connection with, the construction of any improvement approved by the Architectural Committee; (ii) any automobile repair business which may be permitted in any General Commercial or Shopping Center Land Use Classification; (iii) the parking of such vehicles during normal business in areas designated for parking in a non-residential Land Use Classification; (iv) the storage of such vehicles in an area designated for such purposes on a Tract Declaration or on a site plan approved by the Architectural Committee."

1. Vehicles are not to be repaired or painted in residential areas of the Ranch, except for emergency repairs.
2. Inoperable vehicles may not be stored in view of neighboring property; however they may be parked in garages.

MOTORIZED VEHICLES

(CC&Rs, Article IV, Section 2(v), Page 20)

"No owner, tenant, resident or guest of an owner may operate any motorized vehicles including but not limited to "mo-peds", "go-peds", dirt bikes, All Terrain Vehicles ("ATV") on the Common Areas. No parking is allowed on a Lot or Parcel except in those areas designated by this Section. Furthermore, no vehicle that is parked on a driveway on a Lot or Parcel or on a street in Scottsdale Ranch may use a vehicle cover, regardless of whether such cover is intended for temporary use or otherwise and regardless of the cover's color or whether it is custom made for the vehicle.

PARKING

(CC&Rs, Article IV, Section 2(w), Page 20)

"It is the intent of the Association to restrict On-Street parking as much as possible. Vehicles of all Owners, Lessees and Residents, and of their employees, guests and invitees, are to be kept in garages, carports, residential driveways of the Owner and other designated parking areas wherever and whenever such facilities are sufficient to accommodate the number of vehicles at a Lot or Parcel; provided, however, this Section shall not be construed to permit the parking in the above described areas of any vehicle whose parking on Scottsdale Ranch is otherwise prohibited or the parking of any inoperable vehicle. Before any vehicles may be parked on the street, all parking spaces on the Lot or Parcel located within an Owner's garage and on an Owner's driveway must be used for parking vehicles. At least two covered off-street parking spaces must be provided for each single family detached unit."

1. All parking is to be on approved paved areas of the Lot or Parcel.
2. No construction equipment will be allowed to be kept or maintained upon the Lot, whether it is located on the Lot or on a vehicle parked upon the Lot.
3. Before any vehicles may be parked on the street, all parking spaces on the Lot located within an Owner's garage and on an Owner's driveway must be used for parking vehicles. In other words, if an Owner has a two-car garage and a two-car driveway, two vehicles must be parked in the garage and two vehicles must be parked in the driveway before any vehicles may be parked on the street.
4. If an Owner lives within a subdivision with more stringent requirements, the Owner must comply with the more stringent requirements of the subdivision in addition to any requirements imposed by the Association.

DRONES

1. The use of any Model Aircraft, as that term is defined in the FAA Modernization and Reform Act of 2012, or any small unmanned aircraft system (UAS) that is governed by Federal Aviation Administration (FAA) rules now or hereafter in effect (collectively, "Drones") within the Association shall be governed by this Drone Resolution and Policy.
2. Anyone operating a Drone within the Association is solely responsible for ensuring their own compliance with all local, state, and federal laws, regulations, and rules. The operator of a Drone shall be solely responsible for any injury or damage arising out of the Drone's operation in the community.
3. Any Drone that is operated so as to be offensive or detrimental to any other property in the vicinity thereof or to its occupants, as determined in the sole discretion of the Board, shall be deemed to be a nuisance and in violation of the Declaration.
4. Upon the written request of any Member or Resident, the Board shall conclusively determine, in its sole and absolute discretion, whether a particular Drone is being operated so as to be a nuisance. The Member or Resident submitting the request for determination of whether the Drone is a nuisance shall keep a log and documentation of proof of the nuisance for a minimum of two (2) weeks or such other time period as is prescribed by the Board. The Member or Resident must

also provide information to the Association documenting in what Lot or Unit within Scottsdale Ranch the user of the Drone resides. In addition, Members or Residents submitting a request for determination of any of the above shall provide any other documentation required by the Association. Any decision rendered by the Board shall be final and enforceable in the same manner as other restrictions of the Declaration.

5. The Association is not required to take enforcement against all Drones operated in Scottsdale Ranch. However, should the Association bring any legal or administrative action to enforce this Drone Resolution and Policy and/or the Declaration with respect to a Drone, the Member or Resident submitting a complaint would be required to testify and provide documentation relevant to the complaint. The Association does not prejudice or waive its right to enforce this Drone Resolution and Policy and/or the Declaration should the Association not enforce this Drone Resolution and Policy and/or the Declaration as to any particular Drone's operation in Scottsdale Ranch.

6. The Board of Directors shall have the authority to enforce the provisions of this Drone Resolution and Policy in any manner provided by the Association's governing documents and applicable law.

ANIMALS

(CC&Rs, Article IV, Section 2(b), Pages 12)

"No animal, other than a reasonable number of generally recognized common household pets, shall be maintained on any Lot or Parcel, and then only if they are kept, bred or raised thereon solely as domestic pets and not for commercial purposes. Domestic pets are generally not kept, bred or raised to provide offspring or any type of food or other product, whether or not such offspring or product serves a commercial purpose.

No animal shall be allowed to make an unreasonable amount of noise or to become a nuisance or annoyance to other Members or Residents. A nuisance shall include, but not be limited to, any pet leaving the owner's property unattended and/or unleashed, failure to clean up after one's own pet on the Owner's Lot or Parcel or allowing one's pet to defecate on or damage another property or Common Area.

No structure for the care, housing or confinement of any animal shall be maintained so as to be Visible from Neighboring Property.

Pets must be fed indoors; preferably inside the residence. No Member or Resident shall feed any domestic or wild animals (including, but not limited to birds) outdoors, or shall allow such domestic or wild animals to feed outdoors, or shall take any action or inaction or place any object or structure on the Dwelling Unit, Lot or Parcel that would attract such animals at such times and in such numbers that such feeding attracts or may attract predators, creates an unreasonable disturbance, creates an accumulation of droppings, or causes damage to Neighboring properties or other Dwelling Units, Lots, Parcels, or Common Areas. The fact that a particular animal is typically fed outside a

residence shall be evidence that the animal or bird is not a generally recognized common household pet.

Upon the written request of any Member or Resident, the Board shall conclusively determine, in its sole and absolute discretion, whether, for the purposes of this Section, a particular animal is a generally recognized common household pet, or whether such pet is a nuisance, or whether any action or inaction of a Member or Resident in relation to the animal on the Lot, Parcel or Common Area is a nuisance, or whether the number of animals on any such property is reasonable. The Member or Resident submitting the request for determination of whether the animal is a nuisance or whether any action or inaction of a Member or Resident in relation to the animal on the Lot, Parcel or Common Area is a nuisance shall keep a log and documentation of proof of the nuisance for a minimum of two (2) weeks. In addition, Members or Residents submitting a request for determination of any of the above shall provide any other documentation required by the Association. Any decision rendered by the Board shall be final and enforceable in the same manner as other restrictions contained herein.

The Association is not required to enforce this Section, or to bring a legal or administrative action to enforce this Section. However, should the Association bring a legal or administrative action to enforce this Section, the Member or Resident submitting a complaint would be required to testify and provide documentation relevant to the complaint. The Association does not prejudice or waive its right to enforce this Section, should it not enforce this Section or should it not bring a legal or administrative claim, as to any particular animal(s).

The Board shall also have the authority to exempt from the foregoing restrictions, or portions thereof, a pet shop in the General Commercial or Shopping Center Land Use Classification."

TRASH CONTAINERS AND COLLECTION

(CC&Rs, Article IV, Section 2(k), Page 15)

"*No garbage or trash shall be placed or kept on any Lot or Parcel, except in covered containers of a type, size and style which are approved by the Architectural Committee. In no event shall such containers be maintained so as to be Visible From Neighboring Property except to make the same available for collection and then only for the shortest time reasonably necessary to effect such collection. All rubbish, trash, or garbage shall be removed from the Lots and Parcels and shall not be allowed to accumulate thereon. No outdoor incinerators shall be kept or maintained on any Lot or Parcel. Trash dumpsters used during construction may be placed only on the Owner's Lot or Parcel and shall not be permitted to block any sidewalk or street and shall not remain on the Owner's Lot or Parcel for a period not to exceed ninety (90) days unless otherwise approved by the Architectural Committee. The Owner must obtain the prior approval of the Architectural Committee before placing any dumpster on a Lot or Parcel."*

1. The City of Scottsdale provides trash containers for waste and recyclables. Both trash containers must be concealed except for a reasonable length of time during collection times. Storing trash containers behind wing walls or shrubbery is not

acceptable if either trash container remains Visible From Neighboring Property, streets or common areas.

2. The city also has a monthly brush pick-up. Brush should be set out by 5:00 a.m. Monday morning the week of the scheduled pick-up. Brush may not be set out more than 24 hours prior to the scheduled pick-up date. Brush should not block the sidewalk or be placed in the street. Brush pick-up includes all materials other than construction/remodeling debris, tires and hazardous materials.
3. A moving and temporary storage container may be stored on an Owner's property for no more than 30 days by any one Owner in any given year. The only allowable location for the container is in the property Owner's driveway. The container must be registered with the Association prior to delivery to the property.
4. Trash dumpsters used during construction shall be no less than 5' in height and steel sided. No soft-sided dumpster containers or wooden crates are allowed. The Owner must obtain the prior approval of the Architectural Committee before placing any dumpster on a Lot or Parcel.

MAINTENANCE OF LANDSCAPING & DRIVEWAYS

(CC&Rs, Article IV, Section 2(d), Page 13)

"Each Owner of a Lot or Parcel shall keep all shrubs, trees, hedges, grass and plantings of every kind located on (i) his Lot or Parcel (including set back areas and Common Areas), (ii) planted public right-of-way areas between sidewalks (or bike paths) and the street curb in front of his property, if any, (iii) any other public right-of-way or easement area which abuts the Owner's Lot or Parcel and which is located between the boundary line of his Lot or Parcel and the paved area of any street, sidewalk, bike path or similar area, and (iv) any non-street public right-of-way or easement area adjacent to his Lot or Parcel, neatly trimmed, and shall keep all such areas properly cultivated and free of trash, weeds, and other unsightly material; provided, however, that such Owner shall not be responsible for maintenance of any area over which (1) the Association assumes the responsibility in writing; (2) the Association has been given such responsibility by a Recorded instrument as provided in Article X, Section 1 of this Declaration; or (3) the City of Scottsdale assumes responsibility, for so long as the Association or the City of Scottsdale assumes or has responsibility as provided in Subsections (1), (2) or (3). The Architectural Committee may require landscaping by the Owner of the areas described in Subsections (ii), (iii) and (iv) above. Each Owner shall also maintain in good condition and repair all paved and concrete areas, including driveways, roadways, sidewalks and parking areas, located on his Lot or Parcel."

1. No Owner shall permit any condition to exist that induces or harbors infections, plant disease or insects.
2. It is the Owner's responsibility to assure that any shrub, tree, hedge, or planting of any kind in areas for which they are responsible does not encroach upon any sidewalk or block visibility of oncoming traffic on any street.
3. All yards are to be maintained in a neat, weed-free condition.
4. "Neatly trimmed" shall be defined as: The removal of dead or diseased foliage, suckers, etc., allowing for the natural growth of the tree based on the standard of

care. Enforcement action by the Association shall be reserved for serious maintenance issues that are readily apparent.

5. Acts of nature such as windblown debris shall not constitute a violation of this provision.
6. Any damage caused by a neighboring property's tree shall be considered a neighbor to neighbor issue to be addressed solely by the Owners of the Lots or Parcels.
7. The Association is the sole judge as to the appropriate maintenance of all Association Common Areas, which will be maintained so as to meet a reasonably high standard of care as required in Article X, Section 1 of the CC&Rs (Page 36).
8. Prohibited encroachment of landscaping is further defined under Article IV, Section 2(s) of the CC&Rs (Page 19).

REPAIR OF BUILDING AND IMPROVEMENTS

(CC&Rs, Article IV, Section 2(h), Page 15)

"*No building or, structure or improvements on any Lot or Parcel shall be permitted to fall into disrepair and each such building and, structure or improvement shall at all times be kept in good condition and repair and adequately painted or otherwise finished. In the event any building or, structure or improvement is damaged or destroyed, then, subject to the approvals required by Subsection (a) above, such building or, structure or improvement shall be immediately repaired or rebuilt or shall be demolished."*

GUEST HOUSE

(CC&Rs, Article IV, Section 3(a), Page 22)

"No structure whatever, other than one private, single family residence, together with a private garage for not more than four (4) cars, a guest house or servant quarters, and other structures as allowed by the Architectural Guidelines, shall be erected, placed or permitted to remain on any Lot. A guest house may be attached or detached. The guest house shall never be rented or leased separately from the house on the Lot or Parcel. The guest house shall be used only in a manner that the Lot or Parcel complies with the Single Family definition set forth in Article I, Section Rr of this Declaration or for short-term guests (not to exceed 90 days in any 365 day period)."

For the purposes of this provision, the following are the original zoning restrictions established for Scottsdale Ranch. All structures must also be approved by the City of Scottsdale and adhere to their Ordinance Standards. The more restrictive of the two will apply. The SRCA Architectural Committee requires setbacks to be from any walls enclosing the lot (if any) for side and rear yards and the property line for the front yard. If the lot has no walls enclosing the lot, then the setbacks shall be from the lot lines.

Zoning District: R-4 Applicable Zoning Case(s): 11-Z-1979, 91-Z-84, 107-Z-86

District Standards – Subject	SR Original Zoning Restriction
Common open space (for entire project/subdivision)	10%
Building Height	30 ft
Setback adjacent to an R1, R-4R or M-H district	15 ft for single story + 10 more feet for each additional story above one
Setback adjacent to any other district not listed above	0 or 5 ft
Setback to garage facing a street	20 ft to back of street improvements
Setback to side entry garage	5 ft (can apply to a maximum of 25% of the units within a subdivision) (* 10 ft for Island at Scottsdale Ranch I & II (107-Z-86))
Limitation on living area higher than 1 story within 50 ft of a	30%

perimeter street	
Maximum wall height in rear and side yards	8 ft
Maximum wall height in front yards	6 ft
Setback of walls in front yards	5 ft from property line

Subdivisions: Bayview Estates, Casa de Cielo, Charter Point, (*) Island at Scottsdale Ranch, (*) Island at Scottsdale Ranch II, Heritage Village IV, Lake Serena Estates, Landings I and II at Scottsdale Ranch, Las Brisas, Mission Monterey, Monterey Point (*R-4 standards applied to the R-3 district per 91-Z-84*), Mountainview Lake Estates, The Waterfront, Suntree East.

Zoning District: R1-18 Applicable Zoning Case(s): 11-Z-1979,

District Standards – Subject	SR Original Zoning Restriction
Minimum lot area	None
Minimum lot dimension	None
Building Height	30 ft
Front yard setback	10 feet + 25 ft for garage or carport facing the street
Side yard setback	0 or 5 ft
Minimum distance between buildings on adjacent lots (aggregate side yard)	10 ft
Rear yard setback	20 ft
Maximum building coverage	40% of lot area
Maximum wall height in rear and side yards	8 ft
Maximum wall height in front yards	3 ft or 6 ft
Setback of walls in front yards	0 ft for 3 ft walls and 3 ft for 6 ft walls from property line
Patio cover allowance in front yard	30% max of front yard area / 10 ft setback / 50% open to the sky

Subdivisions: Andalusia I, Andalusia II, Heritage Terrace II, Heritage Court, Ensenada del Oro (lots 1 – 51), Lakeview Estates (lots 1 – 14), Scottsdale Ranch Unit 8.

Zoning District: R1-10 Applicable Zoning Case(s): 11-Z-1979

District Standards – Subject	SR Original Zoning Restriction
Minimum lot area	None
Minimum lot dimension	None
Building Height	30 ft
Front yard setback	10 feet + 25 ft for garage or carport facing the street
Side yard setback	0 or 5 ft
Minimum distance between buildings on adjacent lots (aggregate side yard)	10 ft
Rear yard setback	10 ft
Maximum building coverage	40% of lot area
Maximum wall height in rear and side yards	8 ft
Maximum wall height in front yards	3 ft or 6 ft
Setback of walls in front yards	0 ft for 3 ft walls and 3 ft for 6 ft walls from property line
Patio cover allowance in front yard	20% maximum of front yard area / 10 ft setback /50% open to the sky

Subdivisions: Andalusia III, Catalina, Ensenada del Oro (lots 52 – 105), Haciendas del Lago, Lakeview Estates (lots 15 – 56), Mirador, Mountain View Place, Ridgeview Estates, St. Tropez, Sierra Linda, Tierra Vista, The Estates II..

Zoning District: R1-7 Applicable Zoning Case(s): 11-Z-1979

District Standards – Subject	SR Original Zoning Restriction
Minimum lot area	None
Minimum lot dimension	None
Building Height	30 ft
Front yard setback	10 feet + 22 ft for garage or carport facing the street
Side yard setback	0 or 5 ft
Minimum distance between buildings on adjacent lots (aggregate side yard)	10 ft
Rear yard setback	10 ft

Maximum building coverage	50% of lot area
Maximum wall height in rear and side yards	8 ft
Maximum wall height in front yards	3 ft or 6 ft
Setback of walls in front yards	0 ft for 3 ft walls and 3 ft from property line for 6 ft walls
Patio cover allowance in front yard	20% maximum of front yard area / 10 ft setback /50% open to the sky

Subdivisions: Heritage Place, Mountain View Village.

Zoning District: R1-43 Applicable Zoning Case(s): 140-Z-85

District Standards – Subject	SR Original Zoning Restriction
Minimum lot area	None
Minimum lot dimension	140 ft
Building Height	30 ft
Front yard setback	25 ft
Side yard setback	10 ft (40 ft along 108th St and old Mountain View street frontages)
Minimum distance between buildings on adjacent lots (aggregate side yard)	20 ft
Rear yard setback	20 ft (* 25 ft)
Maximum wall height in rear and side yards	8 ft
Maximum wall height in front yards	3 ft
Setback of walls in front yards	10 ft from property line for walls taller than 3 ft on secondary frontage of a corner lot

Subdivisions: The Estates at Scottsdale Ranch I, The Estates at Scottsdale Ranch III (*).

Zoning District: R1-35 Applicable Zoning Case(s): 117-Z-86

District Standards – Subject	SR Original Zoning Restriction
Minimum lot area	20,000 sq ft
Minimum lot dimension	110 ft
Building Height	30 ft
Front yard setback	20 ft
Side yard setback	10 ft
Minimum distance between buildings on adjacent lots (aggregate side yard)	20 ft
Rear yard setback	30 ft
Maximum wall height in rear and side yards	8 ft
Maximum wall height in front yards	3 ft

Subdivisions: Hillcrest

TENANTS

(CC&Rs, Article IV, Section 3(b), Page 22)

"No Owner may lease less than his entire Lot and the Resident Unit situated thereon. All leases shall be subject to the following restrictions: (i) All leases must be in writing and must provide that the terms of the lease are subject in all respects to the provisions of this Declaration and the Association Rules and any State, County, or City Rules or Regulations regarding leasing of properties. (ii) All leases shall contain a requirement that any violation of this Declaration or the Association Rules, State, County, or City Rules by the lessee or the other occupants shall be a default under the lease. Such default shall be subject to monetary penalties as determined by the Board of Directors and the provisions of the Declaration, Articles, Bylaws, and Association Rules provided herein. (iii) There shall be no subleasing of residential dwelling units or assignments of leases. (iv) An Owner may not lease his Lot to more than one Single Family at one time. Furthermore, an Owner may not enter into more than a total of two (2) leases for his Lot during any 365 day period. (v) At least ten (10) days before commencement of

the lease term, the Owner shall provide the Association with the following information in writing: (i) the commencement date and expiration date of the lease term; (ii) the names of each of the lessees and each other person who will reside in the residential dwelling unit during the lease term; (iii) the address and telephone number at which the Owner can be contacted by the Association during the lease term; and (vi) the name, address and telephone number of a person whom the Association can contact in the event of an emergency involving the Lot or residential dwelling unit. Any Owner who leases his Lot and the residential dwelling unit situated thereon must provide the lessee with copies of this Declaration and the Association Rules. An Owner who leases or otherwise grants occupancy rights to his Lot to any Person shall be responsible for assuring compliance by the Occupant with all of the provisions of the Declaration, Articles, By-Laws, Association Rules and Design Guidelines and shall be jointly and severally responsible for any violations by the Occupant thereof."

OPERATION OF A BUSINESS

(CC&Rs, Article IV, Section 3(a), Page 22)

"No occupation, profession, trade or other non-residential use, which shall include without limitation, any occupation, work, or activity undertaken on an on-going basis which involves the provision of goods or services to persons other than the provider's family, regardless of whether: (i) the activity is engaged in full or part-time; or (ii) the activity is intended to or does generate a profit, may be conducted in or from a Lot, Parcel or dwelling, except that the owner or occupant residing within Scottsdale Ranch may conduct such auxiliary business activity within the residence so long as:

- *(i) the existence or operation of the business activity is not apparent or detectable by sight, sound or smell from the exterior of the residence;*
- *(ii) the business activity does not involve persons coming into the community who do not reside in the community for the purposes of receiving products or services arising out of such usage or door-to-door solicitation of residences of the community;*
- *(iii) the business activity conforms to all zoning requirements for the community; and the business activity does not constitute a nuisance, a hazard, an offensive use, or threaten the security or safety of residents."*

DISCHARGE OF WATER

Water discharged when pool filters are backwashed must be contained on the subject's Lot or Parcel. Water shall not be discharged at the front of the house, onto other private property, onto SRCA Common Areas or onto any private or public right-of-way, including Lake Serena.

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Community Architectural Guidelines

In accordance with CC&Rs, the Board of Directors, in conjunction with the Architectural Committee, has adopted the following Community Architectural Guidelines (the "Guidelines"). These Guidelines shall be applied consistently to all lots, parcels, and subdivisions located within Scottsdale Ranch. It is the intent of the Board of Directors and the Architectural Committee that all aspects of the property in Scottsdale Ranch shall be aesthetically appealing and that the Committee's decisions are based on this fundamental premise. The Committee will utilize the CC&Rs and these Guidelines to accomplish that objective. Applications that do not conform to the CC&Rs and Guidelines generally will not be approved. However, Owners may request a variance from the Board of Directors as discussed in Article IV, Section 5 of the CC&Rs (Page 26).

The requirements, objectives, standards, and procedures contained in these Guidelines are all intended to establish and maintain a unified community image of Scottsdale Ranch. Each subdivision in Scottsdale Ranch is unique in terms of its character and design. In order to stay within those attributes, each subdivision will require different approaches in the design review process to preserve, protect and enhance that special environment. The purpose of these Guidelines is not to create look-alike structures, but to ensure that designs are compatible with the site characteristics and overall environment.

PURPOSE

Scottsdale Ranch is a master-planned community with a strong commitment to protect and preserve its aesthetic values. The Scottsdale Ranch Community Association Architectural Committee has been organized to assist Owners in complying with the Guidelines and is specifically charged with the responsibility for reviewing all architectural applications submitted by Scottsdale Ranch residents before building is initiated or before any changes that affect the exterior appearance of a property are made. Prior to any change, addition or alteration being made, a formal application must be submitted to the Committee containing all pertinent information. The decisions rendered by the Architectural Committee are based on the approved Guidelines and the aesthetic judgment of the Committee. These Guidelines provide SRCA with the means to control the harmonious appearance and environment of the Ranch to prevent any disruption to this planned community.

HOUSING CHARACTER STUDY

In an effort to modernize the look of our 30+ year-old community, the Scottsdale Ranch Board of Directors continues to work with architects to identify more contemporary exteriors that residents can adapt to their particular exterior elevation. This will allow the residents to remodel and achieve a more contemporary look while maintaining the integrity of the neighborhood. These changes can be as minor as color blocking the exterior with the newly-approved color palettes to as grand as adding courtyards, stone exteriors or changing roofing tiles, yet all will add to the "curb appeal" of the homes on

Scottsdale Ranch and maintain our reputation as one of the premier master planned communities in the Valley.

Some of the items included in this Housing Character Study are:

- Addition of faux stone to exterior
- Addition of precast corbels, moldings, keystones, stackable column components, and other architectural detailing.
- Color blocking in new, contemporary colors

The study was done in phases, with three phases now complete. Phase I consists of homes in Andalusia I, II and III, Mountainview Place and Heritage Place. Phase II includes Ensenada Del Oro, Haciendas Del Lago, Mirador and Ridgeview Estates. Phase III was comprised of homes in Sierra Linda, Tierra Vista, Catalina, Heritage Court, Heritage Terrace and St. Tropez Estates. Custom Home subdivisions such as The Estates, Hillcrest, Lakeview Estates and Unit 8 can utilize any of the concepts as described above.

APPLICATION PROCEDURES

Submittal Requirements

Owners are required to submit applications for review and approval by the SRCA Architectural Committee for **any** changes that affect the exterior appearance of a property or the site **prior** to the commencement of work to affect such changes (see Article IV, Section 2(a) of the CC&Rs, Page 12). Processing and Review Fees are applicable to all applications, please refer to Section B.

Members of SRCA sub-associations must obtain SRCA approval of a Project prior to submitting to their sub-association for approval.

The SRCA Architectural Committee generally meets on the 2nd and 4th Wednesdays of each month at 3:30 p.m. Because of the increasing number of applications, as well as the time required to effect disclosure notifications, applicants should expect review of applications that require disclosure to adjacent and affected Owners to take place **at least two (2) weeks following submission, but such review period could be longer depending on the date of submission and the date of the next meeting**. Applications that do not require disclosure may be reviewed sooner. Applications that may be approved at a SRCA staff level do not require presentation to the Architectural Committee and may be approved in a shorter timeframe.

Applicants are solely responsible for the accuracy of all documentation submitted with an architectural application. Approval of an architectural application by the SRCA Architectural Committee does not in any manner constitute approval or endorsement of the architectural and technical soundness of the proposed project, and neither the Architectural Committee nor the Board of Directors of

SRCA shall incur any liability with respect to any apparent or latent defects and errors in the plans, specifications or construction of proposed projects.

Application forms are available at the SRCA office or on the SRCA website at www.scottsdaleranch.org.

Types of Projects and Information Required for Review of Project:

a) Applications for approval of architectural projects that involve structural modifications of, or additions to existing buildings, as well as walls, fences and freestanding additions must be accompanied by at least the following information:
    (i) a completed architectural application form,
    (ii) photographs of existing structure(s) with emphasis on that part of the structure(s) that is (are) to be modified,
    (iii) lot boundaries and dimensions,
    (iv) percentage of lot covered by all fixed buildings including the proposed construction,
    (v) a graphic representation of location(s) and dimension(s) of all existing structures, walls, fences and other improvements,
    (vi) a graphic representation of easements, rights-of way and setbacks,
    (vii) a professionally prepared, graphic representation of the location(s) and dimension(s) of all proposed improvements including, but without limitation, buildings, and other structures, walls, fences, grading, hardscape, irrigation, fixed barbecues and fireplaces, pools and spas and the location(s) of their equipment and enclosures, exterior lighting, and fixed and movable sports equipment visible from streets, common areas and neighboring properties,
    (viii) a professionally prepared, graphic representation to scale of all elevations of any structural modification(s) or addition(s),
    (ix) a professionally prepared, graphic representation to scale of all elevations detailing any non-structural modifications (cosmetic improvements) associated with (viii) above,
    (x) samples of exterior building materials and colors,
    (xi) a complete landscape plan if the project involves landscape changes.

b) Applications for approval of architectural projects that involve non-structural changes such as, but without limitation, replacement of exterior windows, gates, front doors et cetera, repainting of exterior surfaces of buildings and walls, placement of movable structures

and similar projects require submission of at least the following information:

(i) a completed architectural application form,
(ii) pictures or drawings of the proposed replacement(s), modification(s) or movable addition(s),
(iii) a graphic representation of the lot indicating walls and applicable setbacks and the intended location of any movable addition,
(iv) color and material samples.

Prior to final submittal, a pre-application meeting is encouraged between the applicant and a representative of SRCA. The purpose of this meeting is to informally discuss the facts and information provided and to give useful guidance to expedite the application review.

SRCA staff will not submit an application to the Architectural Committee for review until all of the submittal requirements have been met.

Review Fees
All applications for approval of architectural projects may be subject to architectural review fees.

1. Architectural Review Fees:

   All applications submitted for review shall be subject to an architectural review fee of $250.00. The Architectural Committee is authorized to waive the architectural review fee(s) for any project whose complete application has received Committee approval prior to the commencement of work on that project. Unless special circumstances prevail, projects that require approval, but commence work prior to receiving written Architectural Committee or SRCA staff approval shall incur the architectural review fee of $250.00.

2. Special Review Fees:

   The Architectural Committee, in its sole discretion, shall be authorized to impose additional architectural review fees in amounts not to exceed $500.00 for extensive projects that require outside expert review in order to arrive at appropriate architectural evaluations and decisions. In all instances that require outside expert review, the applicant shall be informed of the need for such additional review as well as of the amount of the review fee charged by the outside reviewer. The applicant's written agreement to pay the outside review fee shall be required before the review may be commissioned.

Approvals
Any approval of a project (or projects) by the SRCA Architectural Committee shall be null and void if required City of Scottsdale, County, State or Federal

permits have not been obtained by applicant prior to commencement of work, or if such permits were denied. All required permits must be obtained by the Owner at their sole cost.

In the event that permit-issuing authorities require alterations or modifications of an SRCA Architectural Committee approved project, the entire project must be resubmitted to the Architectural Committee with the mandated modifications or alterations noted. Resubmittal to sub-associations, if applicable, is also required.

All applications submitted will be acknowledged by SRCA with a date stamp. It is the responsibility of the applicant to verify receipt of the application if it is not delivered in person to an administrative employee of SRCA during office hours.

Disclosure

Disclosure is defined as official notification to adjacent and affected property owners that an application for certain types of architectural projects has been received by the SRCA Architectural Committee, that the project will be discussed by the Architectural Committee at a specified regular meeting, and that the application will be available at the SRCA offices for review prior to the meeting date by all property owners who received notices of disclosure. A viewers' log is required to be signed in order to peruse an application.

1. "Adjacent and affected property owner" is defined as those SRCA Members whose properties are in the line of sight of the applicant's project within a reasonable distance but not greater than 250 feet, depending on the size of the project. In areas where wide curves, a cul-de-sac or similar expanses broaden the view of a structural modification or addition, disclosure to additional affected Members may be made. However, the decision to notify any particular property owner, whether adjacent, affected, or additional, shall be at the sole discretion of SRCA staff.
2. SRCA staff will generally notify adjacent and affected property owners of the following types of architectural projects:
    a) any exterior structural or other modifications or additions that exceed the height of neighboring walls, and
    b) that are visible from neighboring properties, common areas and streets (unless noted under 3, below), as well as
    c) any exterior changes to existing building elevations, walls and fences,
    d) any project that engenders significant construction activity that is noticeable by neighbors,
    e) additional exterior light fixtures,
    f) security shutters and wrought-iron window barriers,
    g) front yard statues.
3. SRCA staff will not make disclosures for the following types of architectural projects:

a) Changes in exterior paint colors, provided the colors selected are approved colors from the various published SRCA color palettes and specified color combinations;
b) Replacement of windows without change in size, that match color and style of other windows within that subdivision, may be with or without grid replacement of front doors without change in size and in colors conforming to SRCA color palette selections;
c) Replacement of gates without change in size or substantial change in character of the gate(s);
d) Front yard landscaping changes, provided such changes do not substantially alter the existing, approved landscape plan;
e) Garage door replacement that does not substantially change the style and character of the door(s).
f) Mail box replacements;
g) Low voltage landscape lighting
h) Fixed and retractable awnings
i) Movable fountains
j) Replacement of existing light fixtures.
k) Roof tile changes that are common within that subdivision.
l) Stucco changes common within that subdivision.
m) Pavers to replace existing walkway and/or driveway without change in size.

4. Upon determination by designated SRCA staff, based on these guidelines, that disclosure is appropriate for a proposed project, SRCA staff shall notify in writing the adjacent and affected property owners of the date, time and venue of the Architectural Committee meeting at which the project will be reviewed, as well as of the nature of the project. This disclosure notification shall also inform the recipients that the submitted application is available for viewing at the SRCA offices. Recipients of the disclosure notification shall sign in on a viewers' log before being granted access to the submitted application.
    a) Notifications will be made via U.S. mail to the Owner's address currently in the Association's records or via e-mail for those Owners who have provided their e-mail address to the Association. The Association shall not be responsible for any property owner's failure to receive a notification or receipt of a notification with insufficient time to comment on the project, and the failure of any property owner to receive notification (at all or in a timely fashion) shall not affect the validity of any decision of the Architectural Committee.
    b) Receipt of a disclosure notification by an adjacent or additional affected property owner does not entitle such Owner to approve or disapprove a proposed project. It only is intended to provide the Owner with the opportunity to present questions, comments and concerns to the Architectural Committee prior to or on the meeting date at which the project will be presented for review.

Staff Level Approvals

Certain types of projects may be approved on a staff level by the Executive Director or the Architectural Liaison in the Executive Director's absence.

1. The following types of architectural projects may be reviewed on a staff level:
    a) Paint color changes
    b) Stucco finish changes common within that subdivision
    c) Basketball poles
    d) Mailboxes
    e) Lighting (low voltage landscape lighting only)
    f) Front yard landscape renovations
    g) Play structures
    h) Backyard pool structures (not to include lakefront properties)
    i) Docks (only those with a minimum of 10 feet from the adjoining property lines and conforms to the standard dock design.)
    j) Awnings
    k) Security/Screen/Iron doors
    l) Gates
    m) Flagpoles
    n) Exterior window replacement (if windows match color and style of other windows within that subdivision windows may be with or without grids)
    o) Misting systems
    p) Standard garage doors
    q) Sun/Shade screens
    r) Standard pavers and tile for existing driveways and walkways
    s) Front door replacement
    t) Replacement of exterior lighting that will not increase the existing light output
    u) Roof tile replacement (if tile resembles current tile in color and style or resembles others within that subdivision)
    v) Backyard fireplaces
    w) Rain gutters and downspouts
    x) Temporary commercial banners for the Mercado Center
    y) Durandonic Bronze pan channel signage for the Mercado business offices
    z) Fountains

2. Procedures: The Executive Director will submit to the Architectural Committee for their consideration any application that:
    a) The request deviates in any way from the approved Architectural Guidelines.
    b) The Association had been informed that a neighbor has concerns about the proposed modification or construction.

c) Any applications disapproved by the Executive Director or the Architectural Liaison will be submitted to the Architectural Committee for their review.

The Executive Director has the right to elevate an application for Committee review at the Director's sole discretion.

Ancillary Associations

Certain subdivisions within Scottsdale Ranch have amenities, common areas, or other elements unique to only that subdivision. In these instances, a separate "sub-association" or "ancillary association" is created with its own governing documents and association.

An applicant who is a member of an ancillary association and who is making an exterior change requiring architectural approval must obtain written approval from SRCA prior to submittal to the sub-association. However, approval from SRCA does not guarantee approval from the sub-association, as the sub-association must make its own determination as to whether the proposed submission meets with the requirements of the sub-association's governing documents. SRCA and its Architectural Committee assume no responsibility for obtaining these reviews and approvals.

REVIEW PROCEDURES

Meetings

The Architectural Committee shall schedule meetings on a timely basis, not less than twice a month, to review applications. The Chairman of the Architectural Committee may call special meetings upon providing two (2) days written notice to the other committee members. The Chairman of the Architectural Committee shall be a current SRCA Board member as designated by the Board of Directors. The Architectural Committee shall consist of not less than five (5) members and not more than nine (9) members. A quorum for each meeting shall consist of three (3) members. One alternate member, who is designated by the Chairman to participate at any meeting in which there is not a quorum of regular members present, may count toward a quorum by his presence and shall have the authority of a regular member.

Currently, the SRCA Architectural Committee meets on the 2nd and 4th Wednesdays of each month at 3:30 p.m. Please check with the SRCA Administration office for the most current meeting schedule. The Architectural Committee may reschedule meetings, when appropriate, with proper notice.

Nature of Approval

Any approval by the Committee shall be only for the purpose of permitting construction of proposed improvements on Scottsdale Ranch, and shall not

constitute an approval, ratification or endorsement of the quality of architectural or engineering soundness of the modifications, and neither the Committee nor the Board shall have any liability for any defects in the plans, specifications or improvements.

Decisions

The Architectural Committee shall review all applications received that comply with all of the submittal requirements ("Completed Applications") and shall furnish a written decision to the applicant setting forth the reasons for its decisions. The Architectural Committee may disapprove any application if there is not sufficient information submitted to assess conformance under these Guidelines. The Architectural Committee generally attempts to review completed applications within thirty (30) days after receipt by the Association and respond to the applicant. However, the facts of a particular submittal may result in a longer review period. The response from the Architectural Committee could be, among others, an approval of the application, a disapproval of the application, a letter requesting further information, or any other response that the Architectural Committee deems appropriate. Construction, per an approved application, must begin within ninety (90) days or such other time period that is specified by the Committee, taking into account other approvals that must be obtained for a project, or an applicant must resubmit the application for re-approval. Any modification not specifically approved by the Architectural Committee in writing will be required to be modified or removed as specified by the Architectural Committee at the Member's expense.

Appeal to Board

Any Owner, Lessee, Resident or applicant aggrieved by a decision of Architectural Committee may appeal the decision to the Board, subject to the following requirements:

a) Such appeal must be made in writing within fifteen (15) days after the written decision of the Committee is mailed to the applicant and to any Member who has been notified by SRCA staff, whichever is later.

b) If an appeal is received from a person other than the applicant, SRCA staff shall put the applicant on notice that construction during the appeal is not permitted and, if continued, shall be at the applicant's own risk.

c) The written appeal request must include all supporting facts and documentation that the appealing party wishes to be considered by the Board. The submittal will be reviewed by SRCA's President and Executive Director and an appeal hearing date will be scheduled as soon as possible. The Member and other parties as deemed necessary by the Board may then make a formal oral or written presentation to the Board pursuant to the appeal procedures adopted by the Board.

d) If an appeal is received from a person other than the applicant, then a copy of the written appeal and all supporting documentation shall be provided to the applicant. Then, the applicant shall have fifteen (15) days to provide a written response to the Board, which must include all supporting facts and documentation that they wish to be considered by the Board. A copy of this written response shall be provided to the appealing party at least seventy-two (72) hours before the appeal hearing.

Commencement of Construction

Upon written receipt of approval, an applicant shall commence construction, reconstruction, alterations or other work pursuant to the approved drawings within ninety (90) days or such other time period that is specified by the Committee, taking into account other approvals that must be obtained for a project, subject to obtaining all necessary permits required by governmental agencies. If the project is not started within ninety (90) days or such other time period that is specified by the Committee, it must be resubmitted to the Committee unless prior authorization from the Committee is otherwise received. The project must be completed within a reasonable time, commensurate with the extent of the project, following commencement of construction.

Changes after Final Approval

When an applicant wishes to make a change which affects the exterior of the building or the site and which deviates from the plans as approved by the Architectural Committee, the applicant must submit a written request to the Committee along with a set of plans clearly delineating the proposed changes. The Committee generally attempts to respond to such requests within thirty (30) days from the date of submittal. However, the facts of a particular submittal may result in a longer review period.

No changes will be allowed unless approved in writing by the Committee.

Written Records

The Committee shall maintain complete written records of all applications submitted, including all architectural plans of all actions of approval or disapproval, and all other actions taken by it under the provisions of the CC&Rs and Guidelines. All such records shall be maintained for a minimum of one year after approval or disapproval.

STANDARDS FOR CONSTRUCTION AND EXTERIOR APPEARANCE

General Conditions

Construction and maintenance activities which may interfere with the right of peaceful enjoyment of Neighboring Properties must begin after 7:00 a.m. Owners

must provide a phone number where they or their designated representative can be reached during construction. Lots shall be kept in a neat and tidy condition during construction periods. Trash and debris shall not be permitted to accumulate, and supplies of brick, block, lumber and other building materials must be stored neatly in the least visible location.

Compliance with City of Scottsdale Code

All buildings, structures, improvements or alterations to be constructed on Scottsdale Ranch, and the use and appearance of all land within Scottsdale Ranch, shall comply with the CC&Rs, Rules and Guidelines, as well as all applicable City of Scottsdale and other applicable code requirements. Neither the Committee nor the Board of Directors shall have any liability in connection with or related to approved plans, specifications, or improvements. The approval of the plans does not mean that judgment is passed on the structural soundness of the improvement, its effect upon existing or future drainage, the safety of such improvement or its location, or whether such improvement meets the requirements of City code. Review of the plans is for aesthetic purposes only. Please refer to page 25 – 27 of the Architectural Guidelines for the applicable zoning restrictions for Scottsdale Ranch. ***For the purposes of this provision, the original zoning restrictions established for Scottsdale Ranch must be adhered to. All structures must also be approved by the City of Scottsdale and adhere to their Ordinance Standards. The more restrictive of the two will apply.***

Architectural Theme

1. All buildings and structures erected within Scottsdale Ranch must reflect or complement the prevailing architectural theme within their subdivision. The design plans for such buildings and structures must have written approval from the Architectural Committee prior to start of construction.
2. It is recommended that preliminary architectural designs and plans for all proposed buildings and structures be submitted for a pre-application review from the Architectural Committee prior to the applicant's preparation of final plans.
3. Dependent upon the complexity of the submittal, a color board may be required. Please contact the SRCA Administration Office for additional information regarding this requirement

Design Compatibility and Orientation

1. The proposed construction must be compatible with the design characteristics of the property itself, and the prevailing architectural theme within the subdivision. Compatibility is defined as harmony in style, scale, materials, color and construction details as determined by the Architectural Committee.
2. The location and orientation of all buildings and structures must be approved by the Architectural Committee prior to commencement of construction.

Exterior Colors

1. The exterior colors of all buildings and structures must adhere to the approved color palettes which are available at the SRCA administrative office or on the SRCA website. Color variances will not be approved.
2. Changes to the exterior colors of all buildings and structures must be approved by the Architectural Committee prior to the start of construction. Any member repainting their home must submit an application and apply for approval from SRCA, even if the same color is used. Contact SRCA with questions regarding the current color of the home.
3. Paint selections must conform to the approved color palettes in place at the time of painting for your specific subdivision. Paint colors from old color palettes will not be grandfathered. All body and trim colors used on the residence must be from the same palette. Factory finished door colors will be reviewed on a case-by-case basis.
4. All paint applications must be accompanied by a photo of the home with paint color locations to be denoted.

Building Materials

1. All proposed exterior building materials must be approved by the Committee prior to the commencement of any construction or alteration.
2. A finished appearance to buildings must be achieved on all exterior surfaces.
3. The permitted finish is primarily textured plaster stucco. Adobe, slump block, split block, textured block and other materials as trim accent may be approved by the Architectural Committee on a case-by-case basis.

Roofs

1. All roof types, designs, colors, and materials must be approved by the Architectural Committee prior to commencement of construction or alteration.
2. The use of asbestos, asphalt, standard composition shingles, or wood shingles as roof materials will not be permitted.
3. Building materials and colors used to cover flat type roofs shall complement and blend with the structure.
4. Pitched roof covering material shall be an approved clay or concrete tile. Other materials, which have the same appearance, shape, coloration and quality of clay tile, may be approved by the Architectural Committee at its discretion.
5. Overhead screens, shade covers, awnings, patio roofs, and other similar structures shall be constructed of materials and color to match or complement the main house or roof.
    a. Aluminum roofs or aluminum awnings are not permitted. No rigid metal or plastic awning will be allowed.
    b. All vent pipe stacks and any equipment protruding above the plane of the roof and visible from neighboring property, streets, or common areas must be painted to match the roof or screened from neighboring and public property.

c. Scuppers, gutters and downspouts must be integral to the building design and require the approval of the Architectural Committee. Scuppers, gutters and downspouts must blend with or match the color of the house.

Awnings

1. Awnings should be a minimum of five (5) feet from any Party Wall.
2. In general, the shape, color and material must be compatible with the design character of the residence and will be reviewed on a case-by-case basis.

Walls/Fences/Gates

1. Prior to the construction, modification or removal of any fence, wall or gate, plans indicating the location, materials, design, height and color to be used must be submitted to the Architectural Committee for review.
2. Walls in front yards must match the building's architecture, texture and color.
3. The standard height of party walls or fences shall be measured from the higher of the two grade levels on each side of the wall and shall be six feet, plus or minus two inches.
4. Walls and fences must be constructed of concrete masonry material with exterior stucco finish, slump block, split face block, decorative block, wrought iron, or a similar material. The following wall and fence materials will NOT be permitted:
    a. wood or composite (except gates)
    b. plastic
    c. bamboo
    d. corrugated metal
    e. chain link or wire (except where approved for sport courts or pool enclosures)
5. It is the responsibility of the Owner to verify property lines prior to construction.
6. *In the event of a Party Wall dispute, the Owners must make every attempt to resolve the issues with the parties involved prior to involving SRCA pursuant to the CC&Rs, Article IV, Section 2(q) (Page 17).*
7. Fences constructed within the area of *Lake Serena*, between the shoreline and the upper flood easement line shall be constructed of wrought iron and shall not restrict visibility of adjoining property. Where a lakefront property Owner desires fencing parallel to the shoreline, such fence must not be installed within the flood easement area that reduces the retention capacity of the lake, and must not be solid for more than a height of three (3) feet. Fences above the 3-foot limit must be wrought iron to permit open visibility as approved by the Architectural Committee. Any fence must be approved by the Architectural Committee prior to construction.
8. Wrought iron fencing must conform to the neighborhood standard, if applicable. All wrought iron view fencing or decorative wrought iron will be reviewed on a case-by-case basis to confirm that the design, color and material are complimentary to the overall design of the home.

Dwelling Unit Walls

1. All building walls must be constructed of one or more of the following materials:
    a. stucco covered concrete masonry material
    b. stucco covered frame
    c. slump block
    d. other approved masonry material or finishes
2. Accent panels may be utilized as approved by the Architectural Committee.
3. Compatible materials must be utilized on all sides of the structure.

Gates

1. Prior to the construction, modification or removal of any gate, plans indicating the location, materials, design, height and color to be used shall be submitted to the Architectural Committee for review.
2. Gate materials must be compatible with the overall design of the home. All exterior gates must be complimentary in style, material and finish.

Driveways/Walkways

1. **Driveways**: All driveway materials must be submitted and approval must be received prior to commencement of work. Concrete painting or staining and "faux" coatings, including, but not limited to, vinyl or acrylic material will not be allowed. All submittals will be reviewed on a case-by-case basis.
2. **Walkways**: All walkway materials must be submitted and approval must be received prior to commencement of work. Concrete painting will not be allowed. Staining and “faux” coatings, including, but not limited to, vinyl or acrylic materials may be allowed on a case-by-case basis. Color, material and pattern must be submitted for review. The approved color shall be dependent on the overall color scheme of the home. All walkway surfaces must be consistent with each other and will be reviewed on a case-by-case basis.

Stone Veneers

1. Stone/faux stone veneers must be submitted and approval must be received prior to commencement of work. The approved color shall be dependent on the overall color scheme of the home. All submittals will be reviewed on a case-by-case basis.
2. All stone must be affixed in the pattern as provided in the brochure or the sample that has been approved.
3. All stone applications must be capped or end by abutting a corner, pop-out or a roof line.

Parking

1. Garages must be an extension of the main house with the same architectural elements.
2. Covered parking is required in all multi-family developments as approved by the Architectural Committee.

Signage

1. Permanent subdivision or project identification signs must be approved by the Architectural Committee and conform to the Scottsdale Ranch master signage plan.
2. The location and design of commercial signs will be carefully integrated into the building forms and must be approved by the Architectural Committee. Owners of multi-tenant buildings must submit a sign package for Architectural Committee approval prior to the commencement of construction.
3. Advertising signs of any kind, except at the commercial/retail center, may not be placed or maintained on any lot or parcel without the prior approval and authorization of the Architectural Committee, except residential nameplates and "for sale," "for lease" and "for rent" signs may be placed and maintained in conformity with such common specifications (including, without limitation, reasonable restrictions as to size) as the Architectural Committee may adopt.
4. The Architectural Committee may consider exterior signs of a regulatory nature. The applicant must submit size, color, number, location and graphics, as well as explanation of need to the Committee. Approval of these signs is at the discretion of the Architectural Committee.
5. For more information on permitted signs, please consult the Rules portion of this document.

Lighting

Scottsdale Ranch supports the City of Scottsdale policies for exterior and site lighting by encouraging quality lighting design while providing a sense of safety and security by reducing excessive light levels, light trespass and glare. Exterior lighting should be shielded and directed downward to maintain dark skies whenever possible.

1. No outside lighting may be placed or maintained on any lot or parcel without the Architectural Committee's prior written approval.
2. Exterior lighting must be soft and indirect in white or yellow bulbs. Other colored bulbs will only be permitted to be used for holiday decorations. Outdoor spotlights/floodlights, whether triggered by motion sensors or not, that are attached to homes must be focused downward, and shielded, from view from adjacent properties. The light element must not adversely affect neighboring properties. Landscape and accent lighting must be low voltage, and shall not become a nuisance to neighbors. SRCA reserves the right to require that the wattage be lowered and/or the fixture shielded, if it adversely affects the neighboring properties.
3. Holiday lights and decorations are considered seasonal and are allowed thirty (30) days prior to the holiday and must be taken down within thirty (30) days after the holiday.
4. String, rope or Edison bulb lighting that is visible from the street, common areas or neighboring properties is considered to be "seasonal" lighting.
5. Lighting on the home must be mounted at a reasonable height and shall be reviewed on a case-by-case basis. No lighting, including spot lights, may be installed on top of parapet walls.

6. All exterior light fixtures must be complementary in style, material and finish.
7. Tennis court, sport court, and other similar lighting shall be reviewed by the Architectural Committee on an individual basis. Approval is subject to light type, orientation, adequate shielding of fixtures, site plan, use, brightness and other factors, which the Architectural Committee considers to be in the best interest of the members of Scottsdale Ranch.
8. The height of any sport court or outdoor light shall not exceed eighteen (18) feet in height and must be shielded so as not to shine on neighboring property, streets or common areas. No spotlights, floodlights or similar type high intensity lighting shall be placed or utilized upon any residence which will direct light or produce excessive glare to any other residences or to the common areas or any part thereof.

Landscaping

Major front yard landscaping changes (changes affecting more than twenty-five percent [25%]) of the front yard landscaping area) and new trees in the front or rear yard must be submitted in the form of a detailed landscape plan to the Architectural Committee for approval prior to planting or installation.

1. At least two (2) 15-gallon (or larger) trees are required in each front yard. Cacti, palms & trees must reach a minimum of 6’ in height at maturity to be a consideration toward the two (2) tree requirement. The required number of trees for multi-family subdivisions or lots with minimum street frontage will be addressed by the Architectural Committee on an individual basis.
2. Trees in front and rear yards whose diameter at maturity will be twelve (12) inches or more must be planted not less than ten (10) feet from any property line or lake wall.
3. Ground cover materials must be turf, artificial turf, living plant material, decomposed granite or other natural rock materials.
4. In order to conserve water, front yard turf areas must not exceed fifty percent (50%) of the total front yard landscaping area.
5. Shrubs and ground plant material must be utilized in all front yards to soften the look of granite as well as the visual aspects of homes. Large, open expanses of yard with only granite will not be allowed.
6. Accent rocks and boulders must not cover more than ten percent (10%) of the front yard landscaping area. The type and color(s) of such rocks and boulders must be approved by the Architectural Committee prior to installation.
7. Front yard mounding must not exceed 24"and back yard mounding must not exceed 18".
8. Grade changes must not adversely affect drainage and must meet City standards at all times.
9. Decomposed granite or natural rock coverage must not exceed fifty percent (50%) of any area that is visible from the Lake at the shoreline; the remaining area must have green plantings.
10. The Architectural Committee reserves the right to ask for additional plant material to be added, if necessary. Plant material is required to reduce the impact of large structures, uninterrupted expanses, or large spaces.

Synthetic Turf

Synthetic turf may be installed in the front and rear yards as a substitute for natural turf lawns. Turf in the rear yard, unless visible lakeside, does not require Architectural Committee review.

1. A plan must be submitted designating the location, shape and square footage of the turf that includes the surrounding existing or proposed landscaping.
2. Submit a sample of the proposed product.
3. Turf product weight must be a minimum of 70 oz. per square yard.
4. Turf material shall be water permeable.
5. The proposed artificial/synthetic turf must have a color of natural turf, including a secondary blade color in brown, tan or alternating green tone. Turf shall have a low luster finish that is comparable to natural turf.
6. Surfaces shall appear seamless and edges shall appear natural and well groomed, with no wrinkles or raised areas.
7. A planting buffer must be utilized along property lines and all other dissimilar surfaces.
8. Artificial turf and regular turf may not be used in the same yard.
9. Synthetic turf must be well maintained with a clean and attractive appearance. Proper maintenance, including, but not limited to, keeping turf surfaces free of trash and organic debris as well as invasive grasses or weeds at all times. Use of turf in Public Utility Easement areas is at the residents own risk.
10. Artificial turf in yards maintained by sub associations may not be permitted. Please contact your sub association to determine if artificial turf installation is permitted.
11. Front yard turf areas must not exceed fifty percent (50%) of the total front yard landscaping area.

Machinery

1. Machinery other than air conditioning units, emergency generators, and pool/spa equipment ("Authorized Equipment") is not permitted in front, side and backyards unless prior approval has been given in writing by the Architectural Committee to accommodate special circumstances and needs. Solar Energy Devices shall be governed by the Rules separately contained in this document.
2. All Authorized Equipment must be screened by screening walls in approved locations in order to conceal it from view of neighboring properties, common areas, streets and the Lake. Screening walls must have a surface material, texture and color to match the existing structure and must be integrated architecturally with the design of the building or structure. The Architectural Committee may require the addition of plantings to mitigate the visual and sound impact of Authorized Equipment. Any other screening material will be reviewed on a case-by-case basis and may not be allowed.

3. All ground-mounted exterior components of heating and cooling equipment and certain pool equipment components must be set on concrete or fiberglass pads.
4. Roof-mounted hot water storage systems must not be visible from neighboring property, streets or common areas. Tracker-type systems will be permitted only when not visible from neighboring property, streets or common areas.

Exterior Accessories

Solar Energy Devices

The Association recognizes the owners' right to install and use solar energy devices, as set forth in A.R.S. § 33-1816, and hereby adopts these guidelines in order to regulate the placement of solar energy devices that are governed by A.R.S. § 33-1816 and A.R.S. § 44-1761. These rules apply only to the types of solar energy devices listed in A.R.S. § 44-1761. If A.R.S. § 44-1761 is expanded to include other types of solar energy devices, this Resolution and Policy shall encompass those solar energy devices as well.

All other solar energy devices may not be placed on the lot so as to be Visible from Neighboring Property and are prohibited unless approved in writing by the Architectural Committee. If the solar energy device is one of the devices listed in A.R.S. § 44-1761*,* the placement of the solar energy device must be approved in advance by the Architectural Committee*.* Such solar energy device must comply with the following guidelines, to the extent that they do not impair the functioning of the device, or adversely affect the cost or efficiency of the device:

1. No solar energy device may encroach upon the Common Area or the property of another owner.
2. A solar energy device must be placed in the back yard or on a portion of the roof facing away from the street so as not to be Visible from Neighboring Property.
3. The solar energy device must be shielded from view so as not to be Visible from Neighboring Property to the maximum extent possible. The landscaping or structure used to shield the solar energy device must be approved in advance by the Architectural Committee.
4. It is recommended that roof-mounted solar energy devices should consist of black or dark colored materials or a color to match the existing roof of the house to the maximum extent possible.
5. Solar energy devices must be an integrated part of the roof design and mounted directly to the roof plane. Solar units must not break the roof ridgeline.
6. The solar energy device must comply with all applicable city, county and state laws, regulations and codes. The Association must be provided with a copy of any applicable governmental permits.

7. Placement and installation must be pursuant to the manufacturer's instructions.
8. To protect against personal injury and property damage, the solar energy device may not be placed in a location where it may come into contact with a power line.
9. To protect against personal injury and property damage, all solar energy devices must be properly grounded and secured.
10. To protect against personal injury, solar energy devices may not block or obstruct any driver's view of an intersection or street.

Any applicable architectural review fee shall be waived for applications for Architectural Committee review of solar energy devices. Owners shall submit to the Architectural Committee the appropriate application form as provided by the Association.

The Board of Directors shall have the authority to enforce these provisions in any manner provided by law. Notwithstanding anything contained in these guidelines, the Declaration, or any other document governing the Association, these guidelines shall not be enforced in a way that (1) prevents the installation of a solar energy device; (2) impairs the functioning a solar energy device; (3) restricts the use of a solar energy device; or (4) adversely affects the cost or efficiency of a solar energy device. If any provisions of these guidelines on solar energy devices are ruled invalid, the remainder of these guidelines shall remain in full force and effect. If the Legislature of the State of Arizona modifies A.R.S. § 33-1816 or A.R.S. § 44-1761, the modified laws shall be incorporated into these guidelines as if fully set forth herein.

Antennas/Satellite Dishes

1. **Notification:** Any member installing an antenna must complete a notification form and submit it to the Association office upon completion of the installation. It is recommended that you notify the Association prior to installation to avoid any relocation costs.

2. **Size**: Direct Broadcast Satellite (DBS) and Multichannel Multipoint Distribution Service (MMDS) antennas one meter (3.3 ft.) or less in diameter may be installed under the conditions outlined in this section. MMDS antennas larger than one meter are prohibited from being visible from neighboring property, streets or common areas and require Architectural Approval prior to installation. Customer-end antennas that receive and transmit fixed wireless signals (broadband internet antennas) are permitted. Antennas designed to receive television broadcast signals, regardless of size, may be installed under the conditions outlined in this section. Installation of antennas designed to receive and/or transmit data services, including internet access, one meter or less in diameter may be installed. All antennas not covered by the Federal Communications

Commission's rule (Section 2 of the Telecommunications Act of 1996) are prohibited to be seen from neighboring property or public view.

3. **Location**: Antennas shall be installed solely on individually owned or controlled property as designated on the recorded deed or other document. If acceptable quality signals may be received by placing antennas inside a dwelling, the outdoor installation may be prohibited. Antennas shall not encroach upon common areas or any other owner's property. Antennas shall be located in a place shielded from view from the street, common areas or from other lots to the maximum extent possible.
    - Members should be aware that the broadcasting satellites are located to the southeast at an approximate elevation of 23.5° above the horizon. An acceptable quality signal is defined as a signal mutually agreed upon between the owner and the Association.
    - An antenna may not extend out beyond the balcony or patio of an apartment or condominium. The antenna must be installed wholly within the exclusive use area, such as the balcony or patio.
4. I**nstallation**
    - Antennas shall not be installed at a higher elevation than is absolutely necessary for reception of an acceptable quality signal.
    - All installation shall be completed so that the common areas of the Association or the lot of any other resident are not damaged.
5. **Antenna Camouflaging**:
    - Antennas may not extend above a fence unless no acceptable quality signal may be received from any other location.
    - Antennas one meter or less situated on the ground and visible from the street or from other lots must be camouflaged by reasonably priced landscaping or fencing, if an acceptable quality signal can only be received from such placement.
    - Antennas and visible wiring must be painted to match the color of the structure to which it is attached, if such painting does not impair the quality of the signal or void the manufacturer's warranty.
6. **Maintenance**: Members shall not permit their antennas to fall into disrepair or to become safety hazards. Please refer to Page 56 of these Guidelines for added hardware, wire and conduit regulations. No review fee or processing fee shall apply. Solar energy devices, antennas and satellite dishes must be maintained in good condition at all times. If neighboring landscape grows or other improvements are made to neighboring properties so as to obscure or otherwise negatively affect the owner's solar energy devices, antennas, or satellite dishes, the Association cannot take enforcement action unless there is a violation of the governing documents. Owners should bear this in mind when installing such devices.
7. In the event of a violation of these provisions, the Association may bring an action for declaratory relief with the FCC or the Maricopa County Superior Court after notice and an opportunity to be heard. To the

extent permitted by the FCC or Court, the Association shall be entitled to levy fines of $50 per violation and additional fines of $10 per day if the relevant portion of these provisions is validated and the violation is not corrected within twenty-one (21) days after the validation. If an antenna or satellite dish poses a serious, immediate safety hazard, the Association may seek injunctive relief to compel the removal of the antenna or satellite dish. To the extent permitted by applicable law, the FCC rules, and the Association's governing documents, the Association shall be entitled to recover its reasonable attorney's fees, costs and expenses incurred in the enforcement of these provisions.

If any provision of these guidelines is ruled invalid, the remainder of these rules shall remain in full force and effect. If the FCC modifies its rules, the modified rules shall be incorporated into these rules as if fully set forth herein.

Basketball Structures

1. All basketball equipment must receive Architectural Committee approval with respect to type and location prior to installation. Applications for approval of basketball structures must be accompanied by a site plan indicating location and setback measurements, and must indicate the type of materials to be used as well as the paint color(s). Poles must be factory finished in black, white or brushed nickel. Any other color will be reviewed on a case-by-case basis.
2. Permanent structures are permitted; however, portable structures will be reviewed on a case-by-case basis and may be allowed provided that they are placed and remain in a permanent location.
3. Poles, backboards, hoops and nets must be maintained appropriately at all times.

Play Structures and Playhouses

1. A play structure is defined as any structure intended for entertainment or training purposes that is visible above any property walls. Structures to include but not limited to – play structures, trampolines, climbing walls, slides and sports structures.
2. No play structures or playhouses are to be constructed without the prior written approval of the Architectural Committee.
3. A play structure is required to be a natural wood finish, redwood or metal painted one solid color that will blend with the existing surrounding structures. Due to the various and continued changes of play structure material, the Architectural Committee reserves the right to review all submittals on a case-by-case basis.
4. Play structures shall not exceed twelve (12) feet in height at the highest point.
5. Play structures may not exceed eighteen (18) feet in length. The length of the structure shall be determined by using a level/imaginary plane that is created using the height of the lowest property wall. In the event of excessive variations of grading within the property, the Architectural Committee reserves

the right to determine the appropriate level plane to be used. The longest dimension of the structure that exceeds the established level/imaginary plane will determine the final length. The Architectural Committee reserves the right to include the length measurements of any portion of the play structure that does not exceed the level plane but may be deemed as a portion of the structure that does not exceed the level plane but may be deemed as a portion of the structure that may violate privacy to neighboring properties.

6. Platforms may not exceed five (5) feet in height and must be measured from the height of the lowest property wall base.
7. Any awning must be one solid color as approved by the Architectural Committee.
8. As defined, play structures must be a minimum of ten (10) feet from all property lines/walls if visible above any property walls or established planes. The Architectural Committee reserves the right to exclude measurements of any portions of the structure that would not violate privacy to neighboring properties. In most circumstances, play structures should be located in rear yards; however, side yard locations will be reviewed on a case-by-case basis.
9. Playhouses cannot exceed eight (8) feet high at the highest point. Playhouses that are visible to neighboring property or public view are required to be a natural wood finish, redwood or painted one solid color that will blend with the existing surrounding structures. Plastic playhouses are not permitted to be visible to neighboring property or public view.
10. No permanent or temporary plumbing or electrical devises may be used on a play structure or in a playhouse without the prior approval of the Architectural Committee.
11. At the discretion of the Architectural Committee, landscape material may be required to soften or screen a structure. Due to the various and continued changes of play structures (as defined), layouts, sizes, material and accessories, the Architectural Committee reserves the right to review all submittals on a case-by-case basis with consideration based on the size and location of the equipment to the size of the lot and surrounding common area.

Flagpoles

1. All permanent flagpoles and their locations must be approved in writing by the Architectural Committee prior to installation.
2. Only one (1) flagpole is permitted per residence, and the maximum permitted height above ground is to be no more than the height of the rooftop of the member's home. Flagpoles must be made of metal and must be factory finished in black, bronze, white, satin aluminum or clear. Any other color will be reviewed on a case-by-case basis.
3. Flagpoles may be erected in either the front or rear yards.
4. Only the following flags are permitted to be flown from flagpoles and flag holders mounted on the fronts of houses:
    - The current official flag of the United States
    - The current official flag of the State of Arizona

- Any flag specifically permitted by Federal or State statute with special reference to HOAs and similar organizations or entities such as:
  - The POW/MIA flag
  - An Arizona Indian Nation's flag
  - A flag of a branch of the armed services or Coast Guard
  - The Gadsden flag

5. No more than two (2) flags may be flown at once.
6. Other flags and/or banners may be flown or displayed to celebrate special events, seasons and holidays, provided however, that such flags and banners are commercially manufactured and in good taste. Any flags celebrating special events shall be flown no earlier than five (5) days before the event and removed no later than five (5) days after the event. Political or commercial (advertising) banners, pennants and flags are specifically prohibited. The Architectural Committee is authorized to prohibit the display of any flag not specifically authorized herein that it deems inappropriate.
7. The use of permitted flags in a manner inconsistent with appropriate flag etiquette to indicate political disagreement or protest is prohibited. The use of badly worn or tattered flags is also prohibited.

Mailboxes/Mailbox Structures

1. The location and design of all mailbox structures must be approved by the Architectural Committee. The design should be consistent with the neighborhood. Other designs will be reviewed for appropriateness and compatibility to the character of the neighborhood. Mailboxes and their supports must be properly maintained at all times.
2. The height of mailboxes is governed by specifications issued by the United States Postal Service.
3. Mailboxes may be supported by wooden posts or by block and stucco structures. Block and stucco structures must be painted to match the residence. Wooden posts may be painted to match the residence or may be stained in natural wood colors.
4. Mailbox structures serving two residences must be painted in one color, even if the residences have different colors.
5. Decorative or ornamental mailboxes will not be approved.
6. Mailboxes are to be consistent with the design of the proposed structure.

Utility and Service Lines

1. Gas, electric, power, telephone, sewer, cable television or other utility or service lines of any nature or kind may not be placed, permitted or maintained upon or above the ground on any lot or parcel unless 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 or the landscaping of common areas. All meter or control boxes shall be installed at ground level.

2. All added utility boxes, wire, pipe, and conduit additions to exterior surfaces of homes must first be concealed in walls whenever possible. If concealment is not feasible, they should be installed close by eaves, concave corners, soffits or overhangs in such a way as to render them as inconspicuous as possible. If these measures are not possible, the wire, pipe, or conduit must consist of horizontal or vertical runs secured flat against the exterior surface in a workmanlike manner. Such additions must be painted the same color as the surface to which they are fastened.

Tennis and Sports Courts

1. Tennis or sport courts may not be installed without the prior written approval of the Architectural Committee.
2. Courts may be permitted, providing their setting; visual appearance, lighting, noise; construction and landscaping do not detract from the enjoyment of neighboring property, common areas or streets as determined by the Architectural Committee. Each proposed installation will be judged on a case-by-case basis. Tennis court, sport court, and other similar lighting shall be reviewed and approved on an individual basis. Approval is subject to light type, orientation, site plan, use, brightness and other factors, which the Architectural Committee considers to be in the best interest of the members of Scottsdale Ranch. Please refer to Page 42 for lighting requirements.

Swimming Pools, Spas, Hot Tubs and Similar Structures

1. Swimming pools, spas, hot tubs or similar structures may not be constructed without the prior written approval of the Architectural Committee. Swimming pools, spas, hot tubs or similar structures will not be permitted in any front yard.
2. A plan for the proposed structure must be submitted to the Architectural Committee indicating location, elevations and construction access for approval. Any grading changes must not detrimentally affect drainage.
3. All pool equipment that is visible from neighboring property, streets or common areas should be screened with a wall stuccoed and painted to match the home and screen the equipment from view of neighboring properties, common areas and streets, if visible through a view fence. Pool equipment screening should also be designed to mitigate noise.
4. There shall be no raised deck areas in excess of twelve (12) inches in elevation.

Fountains, Outdoor Fireplaces, Fire Pits, Urns, Large Pots and Similar Items of a Decorative, loosely termed "art", or Utilitarian Nature

1. Such items, when visible from neighboring properties, common areas, or items placed in public view, require written approval by the Architectural Committee prior to installation or construction.
2. Such items require Architectural Committee review with respect to appropriateness to size, total number of items displayed and compatibility

with the ambiance of the environs. Committee consideration will be on a case-by-case basis.

3. Outdoor fireplaces must be placed not less than five (5) feet from any boundary wall and may not exceed a total of seven (7) feet in height. Fireplaces with wood-burning capabilities must be equipped with spark arresters.

Balconies, Terraces, Patios and Decks

1. Balconies, terraces, patios and decks that are visible from neighboring properties, common areas or streets require Architectural Committee approval prior to the commencement of construction.
2. Terraces, patios and decks may be constructed of masonry, concrete, stone or wood. The design of these structures and the materials used in their construction must be in harmony with the home. Paint colors used for these structures shall be either the dominant or the trim color of the building to which they are attached.
3. Deck design shall minimize the use of unsightly support structures. Wood posts shall be enclosed in an enclosure with footprint of not less than twelve (12) inches by twelve (12) inches.

Gazebos, Ramadas, Pergolas, Cabanas and Sun-shade Structures

Individual Consideration: Because of the wide variety of structures to which the terms gazebo, ramada and pergola are applied, each application for a structure of this type will be reviewed on a case-by-case basis. All structures must integrate into the existing architecture of the home as well as the design of any existing ancillary structures. The Committee reserves the right to limit the number of such structures in any yard based on the size of the yard, the number of proposed structures and the overall impact of the structures to neighboring properties. If multiple structures are appropriate, consistency in style, material and color will be required.

1. **Gazebos**: Gazebos are outdoor shade structures with covered, vaulted ceilings. All gazebos require Architectural Committee approval prior to the commencement of construction, and are permitted in rear and side yards. Gazebo roofs, if tiled, must match the roof tiles of the home. The structures of gazebos must be painted to match the color of the house. Requests for other finishes will be reviewed on a case-by-case basis. Gazebos must be freestanding, be the lesser of ten (10) feet and the original building setback from any boundary wall or fence and may not exceed a height of fifteen (15) feet.
2. **Ramadas**: Ramadas are open or semi-enclosed outdoor structures, with a fully enclosed roof, which is supported by four (4) columns. All ramadas require Architectural Committee approval prior to the commencement of construction, and are permitted in rear and side yards. The structures of ramadas must be painted to match the color of the house. Wooden ramadas may have a natural wood finish. Requests for other finishes will be reviewed

on a case-by-case basis. Ramadas must be freestanding, be the lesser of ten (10) feet and the original building setback from any boundary wall or fence and may not exceed a height of fifteen (15) feet.

3. **Pergolas**: Pergolas are outdoor shade structures, typically constructed of wood that have an open trellis top supported by four (4) columns. All pergolas require Architectural Committee approval prior to the commencement of construction, and will be considered in front, side or rear yards. Front yard pergolas must be located within the original building setback. Rear and side yard pergolas must be the lesser of ten (10) feet and the original building setback from any boundary wall or fence and may not exceed a height of twelve (12) feet. Pergolas must be finished to match the house or have a natural wood finish.
4. **Cabanas and Sun-shade Structures**: Cabanas are shade structures with a canvas topper and drapes to enclose the structure. All cabanas and sun-shade structures require Architectural Committee approval prior to the commencement of construction, and are permitted in rear and side yards. These structures must be painted to match the color of the house. Wooden structures may have a natural wood finish. Requests for other finishes will be reviewed on a case-by-case basis. These structures must be freestanding, be the lesser of ten (10) feet and the original building setback from any boundary wall or fence and may not exceed a height of fifteen (15) feet.
5. All gazebos, ramadas, pergolas, cabanas and sun-shade structures must be securely anchored to the ground.
6. These guidelines do not pertain to standard umbrellas that are less than ten (10) feet wide.
7. Any raised floors of the above structures will be reviewed on a case-by-case basis.

Storage Sheds

The installation of any storage facility which will be visible from any neighboring properties, common areas or streets must receive prior approval by the Architectural Committee. Storage Sheds are allowed only in rear and side yards behind the fence returns. The maximum height for a pre-manufactured shed is seven (7) feet, measured to the top of the ridge, and the nearest aspect of the shed must be a minimum of five (5) feet away from the property line. The maximum height for a site-constructed shed is ten (10) feet, measured to the top of the ridge, and the shed must comply with the original building setbacks. Any site-constructed shed must match the house color, finish and roof or roof tile. The Architectural Committee reserves the right to require landscape screening.

Storage of Recreational Equipment and Other Materials

The storage of bicycles and other recreational equipment, gardening equipment or supplies or other similar items behind screen walls is prohibited if the materials or equipment stored is visible to neighboring properties, common areas or streets.

Windows/Window Coverings

Reflective glass or window film with a visible light reflection rate of 20 - 25% will be reviewed on a case-by-case basis for any window or skylight. Non-reflective glass of bronze or similar color may be used. In no event shall the interior or exterior of any window be covered with reflective material such as foil, paper, bed sheets or other temporary coverings. Window face frames larger then 1½" will not be approved.

Partial window replacement in either the front or the rear may be approved if:

1. The windows being replaced are not visible with the windows that will not be replaced.
2. The remaining windows must be replaced within a 2-year time frame.

Surveillance Equipment/Cameras

1. Installation approval of cameras and surveillance equipment will only be given upon consideration of its effect on neighbor's right to privacy and quiet use and enjoyment of their property. Installations will not be permitted that the Architectural Committee determines will cause an unreasonable interference with neighboring resident's reasonable expectation of privacy.
2. Whenever possible the cameras shall be placed in the least intrusive or visible location. The camera must be mounted in a fixed position that views only the member's property and the camera's view may not at any time be changed to view neighboring properties or common areas.
3. Applications for installation of cameras are to include a plot plan showing the location of cameras in relation to neighboring structures; specify the size, shape, angle of view; and include a photograph and/or drawing of the equipment prepared by the manufacturer.
4. Any review that requires an evaluation by an Association-appointed video consultant shall be at the member's expense.

LAKEFRONT

In accordance with Scottsdale Ranch documents, there will be a blanket easement in favor of the Association upon, across, over and under all lakefront lots from the rear lot line toward the front of each lot to the upper flood easement line. No improvements of any kind or nature may be made by any member or person on or in the area covered by said blanket easement without the prior written approval of the Architectural Committee. The line established inward is generally located twenty (20) feet from the shoreline.

1. Front and side yard setbacks will be determined in accordance with the City of Scottsdale development standards. Variance to these setbacks may be obtained, if approved by both the SRCA Architectural Committee and the City of Scottsdale.
2. Detached structures within the waterfront area, such as gazebos, trellis-covered patios, etc., may be approved by the Architectural Committee, provided the aesthetic effect or impairment of visibility to the lake from neighboring properties is not negatively affected. No structure or improvement of any kind may include

braces, footings, supports or other devices, which will protrude over the shorelines, or obstruct the flow of the lake. Exceptions are docks or wrought iron fences which may be cantilevered over the shoreline as otherwise indicated in these rules. Approval in writing by the Architectural Committee is required for any construction within the waterfront area.

3. Each Owner of any lakefront lot must, at his/her cost and expense, keep and maintain all waterfront facilities and other improvements which are approved by the Architectural Committee in good, safe and clean appearance, condition and repair. The Owner shall be responsible for determining when a waterfront facility or improvement is no longer safe. The obligation of the member includes periodic repair, painting and refurbishing.
4. Any changes to the natural slope and drainage pattern for the lot must be accomplished in a manner that will not adversely affect adjoining property and must be approved in writing by the Architectural Committee. Excavating for construction of homes, pools, retaining wall footings, landscaping, etc., will be accomplished in a manner that will ensure that dirt does not spill into or otherwise enter the lake. If dirt is spilled into the lake during the construction process, to the degree that removal is required the Association will remove the dirt in a way it determines to be a safe and practical manner. The Owner of the lot must reimburse the Association for the cost of removal. The Owner is also responsible for any damage occurring to the lake wall or bottom during the construction and landscaping process and will reimburse the Association for the cost of repairs.
5. Rear yard fencing from the upper flood control line to the shoreline must be wrought iron with a base not to exceed two (2) feet above the natural slope of the property. The wrought iron fence may protrude beyond the shoreline over the water for a distance not to exceed three (3) feet but must be cantilevered. No fence support, footing, or other construction is permitted on the waterside of the shoreline or may be attached in any way to the concrete lake lining. Retaining walls for landscape design, swimming pools, etc., may be utilized according to the following criteria:

Distance From Shoreline (ft)	Wall Height (ft)
2	6
4	8
6	10

Distances six (6) feet or more may have special requirements as designated by the Architectural Committee.

All retaining walls will require footings adequate to support designed loads without generating side pressure to the concrete lining of the lake wall, and shall not be constructed closer than one (1) foot to the lake as approved by the Architectural Committee. The Committee may require certified engineering calculations to this effect. Retaining walls may be constructed of stucco, unit masonry, and concrete masonry unit to match house, sandblasted concrete, railroad ties, or other materials only if specific approval is granted. Regardless of height or material to be used, retaining walls may not be constructed prior to written approval of the Architectural Committee.

6. Landscaping of the front portion of waterfront lots will be approved in accordance with the published landscaping rules for Scottsdale Ranch. Rear yards and portions of side yards visible from the waterfront side of the lots will be landscaped utilizing plant material consisting predominantly of ground cover, grass, shrubs, trees, or other plantings suitable to the Southwest desert environment. The use of natural rock, railroad ties, etc., or other material may be used to enhance the landscape design. Please refer to Page 49 for landscape guidelines. Use of the lake to provide water for landscape, fountains, streams, etc., on private lots is not permitted. The approved landscape treatment for the rear yards and portions of side yards visible from the waterfront and lakeshore areas must be installed within six (6) months of occupancy.
7. The Architectural Committee has an approved a standard boat dock design, which shall be used by any Owner who desires the installation of a dock on a lakefront lot. There will be a minimum distance of ten (10) feet from adjoining property lines, including common areas. Plans and specifications for the dock are available from the Administrative Office. Prior to construction of any structure, the Owner must secure approval from the Architectural Committee, based on a site plan supplied by the Owner. All colors/finishes of new or reconstructed docks on Lake Serena are to compliment the colors currently on the home, be a natural wood stain or composite wood and will be reviewed on a case-by-case basis. Any steps that are adjacent to the dock must integrate into the overall design of the dock and the yard. All step materials will be reviewed on a case-by-case basis and must compliment the over-all design of the dock. Floating docks will not be approved.
8. Kayak racks and dock boxes must integrate into the overall design of the dock or proposed location, including the color and material of any storage structure.