


# 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 Eighth 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 homeowner in good standing may become a candidate for election to the Board of Directors by submitting an application. 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.

**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 34-65 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.

**Community Leadership Committee**

The Community Leadership 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.

**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 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:**
    - All Residents and guests must sign the **Usage Agreement** before any use of the boats.
    - Residents are required to provide a copy of the **Declaration Page** of their homeowners or renter's insurance to SRCA.
    - 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.
    - 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.
    - All damage caused by the boat operator is the responsibility of the boat operator.
10. 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, inflatable boats, 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. Fishing from the 100th St. and Lakeview Dr. bridges is not permitted.
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 Policies

(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 life jackets 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. Inflatable boats are not permitted. Members and their Residents and guests assume all responsibility for their own safety while on Lake Serena.

**Watercraft Towing Fee**

SRCA charges a $75.00 fee to residents who request boat towing or if it is necessary for SRCA maintenance staff to tow a boat. The circumstances for the tow include but are not limited to the following.

1. To rescue and return a boat that has gotten loose from its dock.
2. To tow a non-functioning boat from the owner's dock to the SRCA ramp for repair.

**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 who sign up for eStatements will receive their annual assessment statement via email approximately two to three weeks prior to the due date of January 1. Members who are not signed up for eStatements are mailed an invoice approximately two weeks prior to the due date of January 1. If a member does not receive an invoice via email or US Mail, it does not relieve that Member of the liability to make timely payments. Reminders are also published in the bi-monthly magazine starting in October. 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 3 and 4 (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 $150.00, 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 $200.00 administrative transfer fee will be collected through the close of escrow pursuant to Article VII, Section 12 of the CC&Rs (Page 33), 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 (Page 33).

## Rights of Enforcement

Per Article XII, Section 2 (Page 40) 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.

Role of the Board and Association Staff

The authority of the Association to enforce the Governing Documents is exercised by the Board. The Board has the ultimate authority to determine whether a violation exists and to determine how the Association should proceed to address the violation. However, the Board, as permitted by Arizona law and the Bylaws of the Association, has delegated some of the enforcement of the Governing Documents to the Association staff.

Investigation and Determination of a Violation

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 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.

Establishment of Violation and Violation Notices

1. Courtesy Notice: Upon verification of the existence of a violation, a Courtesy Notice may be given by phone call and/or in a written letter mailed to the Owner, as determined by Association staff, providing the specific information regarding the violation, and requesting that corrective action be taken within a specific timeframe or that the violation not re-occur. If the Owner is a repeat offender, the violation is a repeat offense, of if otherwise determined by the Board or Association staff, this Courtesy Notice step may be skipped.

2. Violation Notices: If the Owner fails to remedy the violation within the timeframe set forth on the Courtesy Notice, if the Courtesy Notice step is skipped, or if the violation is initially cured but then recurs within a period of twelve (12) months from the initial violation, a written Violation Notice shall be mailed to the Owner. The first Violation Notice shall include:

   a. The nature of the violation.
   b. The provision(s) of the Declaration or other governing document that was violated.
   c. The date the violation was observed and by whom.
   d. A date for correction of the violation and/or to submit plans and specifications for the improvement to the Architectural Committee.
   e. If applicable, the Board's intent to levy a fine against the Owner.
   f. A statement advising the Owner of the opportunity to be heard with respect to the violation and the timeframe (at least ten (10) business days after the Violation Notice was sent) to contact the Association, in writing, to exercise the opportunity to request the hearing.
   g. A statement advising the Owner of the manner in which the Owner may contest the violation.
   h. A statement advising the Owner that the Owner has the right to petition for an

administrative hearing on the outstanding violation to the Department of Real Estate.

3. Subsequent Violation Notices and/or Continuing Violations: If the violation still exists after the time-frame for compliance in the initial Violation Notice or if the violation re-occurs again within twelve (12) months of the initial violation, subsequent violation notices may be sent to the Owner, containing the information required under Paragraph 2, and/or additional fines may be imposed under the same terms and conditions as set forth below.

Fines

1. Hearing and Waiver of Right to be Heard: If requested within the timeframe prescribed in the notice to the Owner, a hearing will be granted, and a reasonable effort will be made to schedule the hearing at a time convenient to both the Board and the Owner. 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 Board shall permit the Owner to submit all relevant arguments, evidence, statements, and/or witnesses regarding the alleged violation. The Board 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.*

Any of the following shall constitute a waiver of the Owner's right to the hearing:

a. The Owner does not contact the Association to request a hearing in the timeframe prescribed in the Violation Notice to the Owner.
b. The Owner does not respond to the Association's reasonable attempts to schedule a hearing.
c. After a hearing is scheduled, the Owner does not attend the hearing or provide at least forty-eight (48) hours' notice of their inability to attend the hearing.

A fine may be imposed after the hearing or after the Owner waives the right to be heard. If an Owner waives the right to be heard, the Board will make a decision regarding a fine based on the information it has. Any fine imposed may be applied retroactively to the initial date of the violation.

2. Notice and Amount of Fines: The Owner will be given written notice of the amount of any fines imposed, such additional fines that will be levied thereafter until the violation is remedied, and the due date for payment of such fines. 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. The Board intends to impose fines generally in

accordance with the attached Fine Schedule for violations listed on this schedule; however, the Board reserves the right to vary from this schedule based on the nature and severity of the offense and the number and history of violations by the Owner.

3. Fines for Continuing and Recurring Violations: Once it has been determined by the Board that the violation is a continuing violation, the Board may impose reasonable continuing fines (such as daily, weekly, or monthly fines) while the violation continues, and such continuing fines shall accrue until the Owner notifies the Association that the violation has ceased, and the Board confirms that it has ceased. If any violation recurs within twelve (12) months from a past violation, it will be considered a subsequent violation related to that past violation for the purpose of imposing fines.

Referral to Legal Counsel; Other Legal Remedies

Where it is determined to be in the best interest of the Association, the Board may, at any time during the enforcement process, refer the violation to legal counsel for action seeking injunctive relief against the Owner to correct or otherwise abate the violation, or to pursue any other legal or equitable remedy that may be available to the Association. Similarly, the Board may, in its sole discretion, determine that the Association will forego levying fines under this policy to pursue any other legal or equitable remedy that may be available to the Association under the Governing Documents and Arizona law.

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 on, 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 $1,000.00 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 Violation Notice.

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 attorneys' fees incurred by the Association.

**Trash/Recycle Receptacles**
Courtesy Notice – no fine
Violation Notice - $10 fine per day left out
Subsequent Notices - $10 fine per day left out
Continuing Violations - $10 fine per day left out

**Bulk Trash**
No Courtesy Notice Required
Violation Notice - $150 fine
Subsequent Notices - $150 fine
Continuing Violations - $150 fine per week left out

**Parking and Vehicle Violations**
No Courtesy Notice Required
Violation Notice - $100 fine
Subsequent Notices - $100 fine
Continuing Violations - $10 fine per day

**Landscaping Violations (Including Weeds)**
Courtesy Notice – no fine
Violation Notice - $50 fine
Subsequent Notices -$100 fine
Continuing Violations - $100 fine per week

**Failing to Properly Maintain Lot and/or Structures on Lot Or Parcel (Includes Painting)**
Courtesy Notice – no fine
Violation Notice - $50 fine
Subsequent Notices - $100 fine
Continuing Violations - $100 fine per week

**Unapproved/Prohibited Items Placed/Stored on Lot or Parcel**
No Courtesy Notice Required
Violation Notice - minimum $50 fine

Subsequent Notices - minimum $100 fine
Continuing Violations - $100 fine per week

**Failure to Abide by Approved Construction Schedule or Other Time Frame for Architectural Project**
No Courtesy Notice Required
Violation Notice - minimum $250 fine, plus $250 per week until construction that is Visible From Neighboring Property is completed.

**Commencing Addition or Modification To Existing Structure, Or New Structure Without Architectural Approval or Obtaining a Required City, County, State or Federal Permit**
No Courtesy Notice Required Violation Notice - minimum $250 fine
Subsequent Notices - minimum $250ine Continuing Violations - $100 fine per week
Continuing Violations - $100 fine per week

**Animal or Animal-Related Structure Violation – No Injuries**
Courtesy Notice – no fine
Violation Notice - $25 fine
Subsequent Notices - $50 fine
Continuing Violations - $25 fine per day

**Animal Violation Causing Injuries to Person(S) Or Other Animal(S) In SRCA Common Areas**
No Courtesy Notice Required
Violation Notice - minimum $250 fine
Subsequent Notices - minimum $500 fine

**Signage Violation**
Courtesy Notice – no fine
Violation Notice - $25 fine
Subsequent Notices - $50 fine
Continuing Violations - $50 fine per week

**Nuisance or Noise Violation**
No Courtesy Notice Required
Violation Notice - minimum $50 fine
Subsequent Notices - $100 fine
Continuing Violations - $100 fine per week

**Violation of Rules Governing Use of The Common Areas**
Courtesy Notice – no fine
Violation Notice - $50 fine
Subsequent Notices - $75 fine

**Violation of Rules Governing the Use of The Common Area Causing Damage**
No Courtesy Notice Required
Violation Notice – minimum $100 fine plus cost of repairing or restoring damage

**Violation of Construction Rules**
No Courtesy Notice Required

Violation Notice – minimum $100 fine
Subsequent Notices – minimum $200 fine
Continuing Violations – minimum $200 fine per week

**Backwashing/Draining Pools Off of Lot**
No Courtesy Notice Required
Violation Notice – minimum $100 fine
Subsequent Notices – minimum $200 fine

**Failing To Remove Holiday Lighting and/or Decorations**
No Courtesy Notice Required
Violation Notice - $25.00 fine
Subsequent Notices - $50.00 fine
Continuing Violations – $ 50.00 per week

**Other Violations**
No Courtesy Notice Required
Violation Notice – minimum $25.00fine
Subsequent Notices – minimum $50.00 fine
Continuing Violations – minimum $50.00 per week

Within Subdivisions Classified as Single Family Residential:

**Rental Violation (Less Than All Of Lot, Exceeding Number of Leases in Any 365 Day Period, or Not as Single-Family Residence**
No Courtesy Notice Required
Violation Notice – amount being charged as rent, or minimum of $200 fine per day
Subsequent Notices - amount being charged as rent, or minimum of $200 fine per day
Continuing Violations - amount being charged as rent, or minimum of $200 fine per day

**Trade or Business Violation**
No Courtesy Notice Required
Violation Notice - minimum $100 fine
Subsequent Notices - minimum $100 fine
Continuing Violations - $500 fine per day

## Policies and Rules

Article XIV, Section 1 (Page 42), and Section 5 (Page 43) 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 - 65 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:

a. The signs shall be commercially produced signs indicating the property is for sale, for rent or for lease.
b. 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 21does 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.
c. Signs can only be placed on an Owner's Lot and are not permitted to be attached to a shared wall.
d. All off-premise open house directional signs shall be allowed at a rate of one (1) sign per intersection to designate a turning movement beginning at the residence for sale and allowed for a maximum of six signs and a maximum of one (1) mile distance from the residence for sale.
e. All open house signs must also be placed in accordance with City of Scottsdale sign ordinances. The more restrictive rule prevails.
f. Open houses may only be conducted between the hours of 8:00 am and 6:00 pm and shall be used only when a salesperson or homeowner or homeowner's agent is present during the time of the open house.
g. All signs placed on SRCA property that violate these provisions will be removed by SRCA staff and be available for pick up at the SRCA association office during normal business hours.

### Security Signs

1. Each property is permitted no more than two security signs, each of which may not exceed 11"x14".
2. Applicants are encouraged to install the sign close to the main entry of the home. For larger properties or properties with unique circumstances, a second sign may be considered. Signs may not be installed in common areas or on common area walls.

Signs may be permitted on gates, but never on, or overhanging walls. No more than one sign of any kind on a gate.
3. All security signs must be professionally manufactured.
4. The sign must be supported by a post that is painted, stained, or finished in a color compatible with the residence.

**Address Signs**

1. 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.
2. Curb painting of house numbers is permitted only with a white background and black lettering. No artwork is permitted.

**No Trespassing Signs**

1. The applicant must submit size, color, number, location, and graphics, as well as an explanation of the need to the Committee.
2. No Trespassing signs must contain exactly the language required by the City of Scottsdale so they can be enforced by the police.
3. No Trespassing sign may be no larger than 18” x 24”, must be metal or high-density plastic, be professionally manufactured, contain only the text required by applicable law, and mounted on a post painted, stained, or finished a color that is compatible with the residence.
4. Signs are not permitted in common areas or on common area walls. They may be permitted on gates, but never on, or overhanging walls. No more than one sign of any kind on a gate.
5. The Architectural Committee reserves the right to limit the location and number of such signs.

**Beware of Dog signs**

a. Sign must not exceed 3” high by 12” long.
b. Colors must be neutral shades such as brown, black, white, or beige.
c. Only one (1) sign is allowed per access point to an enclosed yard area.
d. Sign must be mounted on the gate to the enclosed yard area.

**Political Signs** *(in accordance with AZ Statute §§ 33-1808 & City of Scottsdale Sign Ordinance Sections 8.600 & 8.601 Temporary Non-Commercial Signage Regulations)*
“Pursuant to ARS 33-1808(D):

a. Political signs, which include any flags that fall within the definition of “political sign” set forth in A.R.S. §§ 33-*1808*, are permitted no earlier than seventy-one days (71) before the Primary Election and must be removed no later than 15 days after the General Election. Signs for Primary Election candidates who do not advance to the General Election must be removed no later than 15 days following the Primary Election. Association-specific political signs relating to a Board election or other issue for which Owners are voting may be placed on a Lot no sooner than the date written or absentee ballots are provided to Owners for that election or issue and must be removed no later than three (3) days after the vote. The maximum aggregate total dimensions of all political signs on a Lot shall not exceed nine square feet. No such sign may contain profanity or discriminatory text, images, or content based on race, color, religion, sex, familial status or

natural origin as prescribed by federal or state fair housing law.

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 affect 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 before the Wednesday prior to the scheduled week of pick-up. 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 anyone 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 the 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. The Committee reserves the right to reject dumpsters whose color, in the sole discretion of the Committee, is not appropriate. In the event the dumpster is to be used to collect dirt, gravel, rocks, boulders, concrete, and/or roof tiles only, then the height requirement of the dumpster may be reduced to a minimum of 2'. Please note, any materials placed in the dumpster other than those specifically listed herein will result in an immediate violation. Furthermore, the dumpster can be in place for a maximum of 14 days.

## PORTABLE RESTROOMS

Portable Restrooms may be authorized in conjunction with construction activities within the following guidelines:
Architectural approval is required. The portable restroom must remain in the approved location at all times. Approval only applies to the approved location. Should a relocation be needed, the portable restroom must be resubmitted for approval with the new location. There shall be a maximum of only one portable restroom on the property at a time. The maximum size is to be single-standard occupancy. The portable restroom must be placed in an inoffensive, discrete position and if at all possible, minimize the impact to the street or neighboring properties. The portable restroom must also be maintained in a sanitary condition and in accordance with applicable health standards at all times. Pumping of sanitary facilities must occur as necessary and pumped in a way to avoid odors and spillage. Portable Restroom shall be removed promptly upon completion of the construction activity.

## 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).
9. Normal construction, routine landscaping and maintenance activities on a Lot or Parcel shall not be considered a nuisance or otherwise prohibited by this Declaration; however, normal construction, landscaping and maintenance activities which may interfere with the right of peaceful enjoyment of Neighboring Properties may only take place between 7:00 a.m. and 6:00 p.m., Monday through Saturday, and between 10:00 a.m. and 3:00 p.m. on Sundays.

## 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.* "Only one (1) guest house, which may be either attached or detached, is permitted on a Lot. The guest house on a Lot must adhere to the original zoning restrictions established for Scottsdale Ranch, as set forth below. Where the original zoning restrictions do not contain a maximum building coverage limitation, the combination of the square footage of the main residence and any guest house shall not exceed 40 percent of the square footage of the Lot. The materials and colors of a guest house's exterior walls and roofing must match the materials and colors of the main residence. The Association considers all guest houses to constitute a "guest house" and/or "accessory building or structure" under applicable City of Scottsdale ordinances, and all guest houses must adhere to City of Scottsdale requirements, except to the extent that the requirements of the Association's governing documents are stricter. A guest house shall not constitute an "accessory dwelling unit" or ADU under applicable City of Scottsdale ordinances, and any proposal containing the features of an ADU will likely not be approved."

*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 wall 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 +<br>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 perimeter street | 30% |
| 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 +<br>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 +<br>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 +<br>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<br>(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<br>(* 25 ft) |
| Maximum wall height in rear and side yards | 8 ft |
| Maximum wall height in front yards | 3 ft |
| Setback of 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 23)

*"No Owner may lease less than his entire Lot and the residential dwelling 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. (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. Additionally, all leases must be for a minimum of a thirty (30) day term. No new lease may begin less than thirty (30) days after the start of the prior lease. No advertisement offering a lease or rental for less than thirty (30) days shall be allowed. All advertising shall limit leasing to only a Single Family. (v) Upon commencement of the lease term, the Owner shall submit a tenant registration form for each new tenant and each new lease, to the Association.*

## 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.

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. SRCA reviews and approvals are for ensuring aesthetic harmony and compliance with the governing documents only. The Architectural Committee is not responsible for evaluating a submission's legal compliance, engineering, or suitability for a particular purpose, including, but not limited to, the effectiveness of any cameras with respect to security or crime prevention.

## 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:
   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 as outlined in the SRCA Compliance Policy.

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.

For projects requiring City, County, State, or Federal permits, no demolition, excavation, construction, or other work Visible From Neighboring Property, the street, or Common Areas shall commence prior to obtaining said permits.

**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) Mailbox 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 replacement of exterior fixtures, low voltage landscape lighting, and Edison lights.
   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/Flags
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
aa) Security cameras
bb) Dumpsters
cc) Storage Pods
dd) Portable Restrooms
ee) Sheds 7' or under

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.

**Variances**

Pursuant to Article IV, Section 5 of the CC&Rs, the Architectural Committee may, in connection with its review of any matters submitted to it and in extenuating circumstances, grant variances from the restrictions set forth in Article IV of the Declaration or in any Tract Declaration if the Architectural Committee determines in its discretion that a restriction would create an unreasonable hardship or burden on an Owner or Lessee. To determine if such a hardship exists, the Architectural Committee will evaluate whether:

a) The property has unusual characteristics not found on neighboring or similar style properties;
b) The unusual characteristics are inherent to the property, not the result of actions or omissions by the current or prior Owners; and
c) Granting the variance will not have any substantial adverse effect on the Owners, Lessees and Residents of Scottsdale Ranch and is consistent with the high quality of life intended for residents of Scottsdale Ranch.

The Architectural Committee does not intend to grant a variance solely for the purposes of reducing the cost of compliance with the Rules and Guidelines in the absence of unusual characteristics on the property that are not the fault of the Owner. The documentation of any variance granted will clearly state the unusual characteristics upon which the variance is based.

**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:

- The hearing need not be conducted in conformity with judicial rules of procedure or evidence.
- The Association's and any other party's attorneys may be present and participate in the hearing. If any party's attorney will be present at the hearing, the other party(ies) (including the Association) shall be notified as soon as the determination is made, but in no event less than 72 hours before the hearing is to take place. If an attorney attends the hearing for which the required notice was not provided to the Association and/or the other parties, then the Board reserves the right to, in its sole discretion, immediately adjourn the hearing and reschedule for a later time.
- No more than one person may speak on behalf of a particular Lot, Parcel, or Unit in the community.
- The Executive Director or other designated staff member will open the hearing by presenting the appeal submittal for the matter in question.
- The Architectural Committee Chairperson or other individual designated by the Committee may then present the background to the Committee's decision.
- The Board may ask questions of the staff member and/or Committee representative.
- The appealing party may then present oral and written evidence regarding their appeal. However, no new written evidence may be produced that has

not already been provided within the timeframes established in the Guidelines. The appealing party is allocated no more than ten (10) minutes to do so. If there are multiple appealing parties, then the Board, in its sole discretion, may reduce the amount of time allowed to each party to present its arguments.

- The Board may ask questions of the appealing party(ies), to which they may respond.
- If the appeal involves an additional party other than the Association as respondent (e.g., an Owner, Lessee, or Resident who received an Architectural Committee decision now being appealed by another Owner, Lessee, or Resident), then the respondent may present oral and written evidence regarding the matter. However, no new written evidence may be produced that has not already been provided within the timeframes established in the Guidelines. The party is allocated no more than ten (10) minutes to do so. If there are multiple respondent parties, then the Board, in its sole discretion, may reduce the amount of time allowed to each party to present its arguments.
- The Board may ask questions of the respondent party(ies), to which they may respond.
- Any other interested persons who are properly attending the hearing may make a brief comment in support or against the appeal. There is a 2-minute time limit for any such speakers. The Board reserves the right, pursuant to Arizona law, to limit the number of these additional speakers to a reasonable number on each side of the matter, as determined in the Board's sole discretion.
- The Board may ask any party any additional questions, to which they may respond.
- All statements are to be directed to the Board only. Courteous, professional behavior is expected at all times. Shouting, obscene language, or verbal abuse will not be tolerated and may result in the immediate termination of the hearing.
- The Board will discuss the matter and make a motion to do one of the following:
  (1) uphold the decision of the Architectural Committee.
  (2) overturn the decision of the Architectural Committee; or
  (3) continue the decision to another date to allow the Board members to perform further research or site visits.
- The Board reserves the right to recess into closed executive session in to obtain advice of counsel at any time during the hearing process.
- Unless the Board continues its decision to another date, the result of the appeal will be confirmed in writing to the appealing and respondent parties within ten (10) days of the hearing.
- No application denied by the Architectural Committee shall be presented again to the Architectural Committee for a period of one year from the date of the denial unless the new application bears a material change from the original application. The SRCA Executive Director and Architectural Committee Chair each has the sole discretion to determine

of the reapplication bears a material change.

**Commencement of Construction and Timeframe for Completion 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, any approval given shall be deemed revoked unless, upon the written request of the Owner made to the ARC prior to the expiration of such ninety (90) day period and upon a finding by the ARC that there has been no change in circumstances, the time for such commencement is extended in writing by the ARC.

For projects requiring City, County, State, or Federal permits, no demolition, excavation, construction, or other work Visible From Neighboring Property, the street, or Common Areas shall commence prior to obtaining said permits.

Following commencement of construction, the portions of the project that are Visible From Neighboring Property must be completed within the time frame imposed by the ARC, except and for so long as such completion is rendered impossible or would result in great hardship to the Owner due to strikes, fires, national emergencies, or natural calamities. The general time frame for completion of minor projects shall be three (3) months and the general time frame for completion of major projects shall be six (6) months. However, an Owner may request a longer time frame for completion at the time of submitting his or her application by submitting a proposed construction schedule to the ARC for consideration. If an Owner fails to comply with the above time limits or alternative time limits approved by the ARC, the ARC shall notify the Association of such failure, and the Association, at its discretion, may pursue enforcement by any means available under the Association's governing documents and/or by law.

**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

Normal construction, routine landscaping and maintenance activities on a Lot or Parcel shall not be considered a nuisance or otherwise prohibited by this Declaration; however, normal construction, landscaping and maintenance activities which may interfere with the right of peaceful enjoyment of Neighboring Properties may only take place between 7:00 a.m. and 6:00 p.m., Monday through Saturday, and between 10:00 a.m. and 3:00 p.m. on Sundays.

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 28 - 31 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. However, see following section “Modernization.”
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 project 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 project

details as determined by the Architectural Committee. However, see next section: “Modernization.”

2. The location and orientation of all buildings and structures must be approved by the Architectural Committee prior to commencement of construction.
3. In order to create and maintain harmony and consistency within a property, when choosing materials and finishes (for walls, fences, gates, landscaping, driveways, walkways, and hardscape elements), having a large number of different materials, textures, or designs is to be avoided. The Architectural Committee reserves the right to deny applications which would result in too many different materials, textures, or designs being visible.

**Modernization**

Scottsdale Ranch desires to support residents who wish to modernize the exterior appearance of their properties.

To allow this trend toward modernization, the Architectural Committee may allow changes to properties that deviate, within reason, from the existing “legacy” architectural theme of the subdivisions, since most subdivisions were built in the 1980s and 1990s. The Architectural Committee will attempt to balance the desire for consistency of theme with the desire to allow homes that are more contemporary.

When evaluating applications that modernize the look and feel of residential properties, the Architectural Committee will include the following considerations.

1. All submittals for modernization must be approved by the SRCA Architectural Committee prior to implementation and be compliant with other Architectural Guidelines. Don’t forget that if you live in a sub-association with an Architectural Committee, they must also approve your application, once approved by SRCA.
2. Requests should include all aspects of the project in one submittal.
3. The project should create clean/straight architectural lines.
4. Decorative detailing (pop-outs, fascia, columns, and cornices/copings) should be eliminated.
5. Applicants are encouraged to remove archways and/or pop-outs over entrance ways, doors, and windows.
6. Decorative stone on the exterior walls is discouraged.
7. Current lace stucco texture should be replaced with smooth, sand, or similar stucco finish.
8. Flat roof tiles are encouraged, and the roof color must complement the exterior paint color. Clay and terra cotta-colored tiles are generally incompatible with modernization changes.
9. Black (or close to black) colors have been added to a select number of paint palettes. Black garage doors may be considered if the garage door color complements similarly colored wood trim, front doors, gates, light fixtures, and/or window frames.

Note that these modernization guidelines will be considered in those areas within Scottsdale Ranch that do not have sub-association HOAs. Applications with an active sub-association should check with their own sub-association’s architectural committee to determine if modernization is being allowed or encouraged in those sub-associations.

**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.
4. Painting of brick and slump block trim on the house may be approved on a case-by-case basis and only if the brick or slump block trim will be painted the same color as the body of the house. Factory finished door colors will be reviewed on a case-by-case basis.
5. All paint applications must be accompanied by a photo of the home with paint locations to be denoted.
6. Trim colors may be approved on pop-outs and protruding features at the discretion of the Committee.

**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.
4. Magnetically attached decorations on garage doors are not permitted.

**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. No rigid metal or plastic awnings will be permitted.
    b. Rigid metal roofs may be considered on a case by case basis as long other requirements (such as materials and color to match or complement the main house or roof) are met. In all cases, if there is an adverse issue with the amount of noise caused by rain on any roof, it must be

addressed and remedied by the applicant.

c. 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.

d. 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.

**Exterior awnings, curtains, roll up screens and roll up shades**

1. Fixed awnings should be a minimum of five (5) feet from any Party Wall; exceptions may be allowed on a case-by-case basis for Cluster Residential.
2. Retractable awnings should be a minimum of five (5) feet from any Party Wall when extended; exceptions may be allowed on a case-by-case basis for Cluster Residential.
3. Retractable awnings will be considered for rear or side yards only; exceptions may be considered for front courtyards on a case-by-case basis.
4. Exterior curtains will be considered for rear or side yards only.
5. Exterior roller shades and rollup screens will be considered for rear or side yards only; exceptions are retractable security shutters that mount flush to the building.
6. In general, the shape, color, and material of exterior awnings, curtains, rollup screens, and roller shades must be compatible with the design characteristics of the residence and will be reviewed on a case-by-case basis.
7. Only solid color awnings and valances will be approved. No patterns nor stripes are allowed. Valences, braiding, and trim colors must be the same color as the awning.

**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 are six feet, plus or minus two inches. Heights varying from this may be approved on a case-by-case basis.
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.
9. 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.
10. Front courtyard walls
    a. Courtyard walls shall not exceed 6’ in height. Pillars and archways extending above the height of the wall must be appropriate in size relative to the height of the wall, any approved gate, and the property in general.
    b. To avoid the appearance of monolithic masses, the committee may require courtyard walls be visually interrupted using methods including, but not limited to, openings (with or without inserts such as tiles, metalwork, etc.), height variations, jogs or turns, and/or other features. Plant materials may not serve as a sole interruption to a large mass because of their temporary nature.
    c. In evaluating the need for visual interruptions in courtyard walls, the Committee may take into account other factors including, but not limited to, the distance of the courtyard wall from the street, elevation changes on the property, proximity to other structures, etc.
11. Gate materials must be compatible with the overall design of the home. All exterior gates must be complimentary in style, material, and finish.
12. In order to create and maintain harmony and consistency within a property, when choosing materials and finishes (for walls, fences, gates, landscaping, driveways, walkways, and hardscape elements), having a large number of different materials, textures, or designs is to be avoided. The Architectural Committee reserves the right to deny applications which would result in too many different materials, textures, or designs being visible.
13. Wall murals visible from neighboring properties or common areas are not allowed

**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.

**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 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.
3. In order to create and maintain harmony and consistency within a property, when choosing materials and finishes (for walls, fences, gates, landscaping, driveways, walkways, and hardscape elements), having a large number of different materials, textures, or designs is to be avoided. The Architectural Committee reserves the right to deny applications which would result in too many different materials, textures, or designs being visible.

**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.
4. In order to create and maintain harmony and consistency within a property, when choosing materials and finishes (for walls, fences, gates, landscaping, driveways, walkways, and hardscape elements), having a large number of different materials, textures, or designs is to be avoided. The Architectural Committee reserves the right to deny applications which would result in too many different materials, textures, or designs being visible.

**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. 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:

a. The signs shall be commercially produced signs indicating the property is for sale, for rent or for lease.
b. 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.
c. Signs can only be placed on an Owner’s Lot and are not permitted to be attached to a shared wall.
d. All off-premise open house directional signs shall be allowed at a rate of one (1) sign per intersection to designate a turning movement beginning at the residence for sale and allowed for a maximum of six signs and a maximum of one (1) mile distance from the residence for sale.
e. All open house signs must also be placed in accordance with City of Scottsdale sign ordinances. The more restrictive rule prevails.
f. Open houses may only be conducted between the hours of 8:00 am and 6:00 pm and shall be used only when a salesperson or homeowner or homeowner’s agent is present during the time of the open house.
g. All signs placed on SRCA property that violate these provisions will be removed by SRCA staff and be available for pick up at the SRCA association office during normal business hours.

5. Security Signs

a. Each property is permitted no more than two security signs, each of which may not exceed 11”x14”.
b. Applicants are encouraged to install the sign close to the main entry of the home. For larger properties or properties with unique circumstances, a second sign may be considered. Signs may not be installed in common areas or on common area walls. Signs may be permitted on gates, but never on, or overhanging walls. No more than one sign of any kind on a gate.
c. All security signs must be professionally manufactured.
d. The sign must be supported by a post that is painted, stained, or finished in a color compatible with the residence.

6. No Trespassing Signs

a. The applicant must submit size, color, number, location, and graphics, as well as an explanation of the need to the Committee.
b. No Trespassing signs must contain exactly the language required by the City of Scottsdale so they can be enforced by the police.
c. No Trespassing sign may be no larger than 18” x 24”, must be metal or high-

density plastic, be professionally manufactured, contain only the text required by applicable law, and mounted on a post painted, stained, or finished a color that is compatible with the residence.

d. Signs are not permitted in common areas or on common area walls. They may be permitted on gates, but never on, or overhanging walls. No more than one sign of any kind on a gate.

e. The Architectural Committee reserves the right to limit the location and number of such signs.

*The Architectural Committee reserves the right to limit the location and number of such signs.*

1. Address Signs

a. 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.

b. Curb painting of house numbers is permitted only with a white background and black lettering. No artwork is permitted.

2. Beware of Dog Signs

a. Sign must not exceed 3” high by 12” long.

b. Colors must be neutral shades such as brown, black, white, or beige.

c. Only one (1) sign is allowed per access point to an enclosed yard area.

d. Sign must be mounted on the gate to the enclosed yard area.

3. Political Signs *(in accordance with AZ Statute §§ 33-1808 & City of Scottsdale Sign Ordinance Sections 8.600 & 8.601 Temporary Non-Commercial Signage Regulations) “Pursuant to ARS 33-1808(D):*

4. Political signs are permitted no earlier than seventy-one days (71) before the Primary Election and must be removed no later than 15 days after the General Election. Signs for Primary Election candidates who do not advance to the General Election must be removed no later than 15 days following the Primary Election. Association-specific political signs relating to a Board election or other issue for which Owners are voting may be placed on a Lot no sooner than the date written or absentee ballots are provided to Owners for that election or issue and must be removed no later than three (3) days after the vote. The maximum aggregate total dimensions of all political signs on a Lot shall not exceed nine square feet. No such sign may contain profanity or discriminatory text, images, or content based on race, color, religion, sex, familial status or natural origin as prescribed by federal or state fair housing laws.

   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. All signs must be commercially produced signs in a metal or thick durable plastic.

   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.

**Lighting**

Scottsdale Ranch supports the City of Scottsdale policies for exterior and site lighting by encouraging quality lighting design by providing a sense of safety and security while reducing excessive light levels, light trespass, and glare. By reducing excessive light levels, light trespass and glare, homeowners can effectively light their property without adversely impacting the neighborhood.

1. No outside lighting may be placed or modified on any lot or parcel without the Architectural Committee's prior written approval.
2. Exterior lighting should be shielded and directed downward to maintain dark skies, whenever possible.
3. It is recommended that all exterior light sources be LED. Other lighting types will be considered. Fully or partially exposed or visible bulbs are discouraged.
4. Exterior lighting must be soft and indirect in white or yellow bulbs with a color temperature of 3,000 – 5,000 Kelvins. Other colored bulbs will only be permitted to be used for holiday decorations. When using higher Kelvin bulbs, lower lumens are recommended.
5. Suggested lumens by usage:
   - 100 – 300 lumens per fixture for landscape lighting
   - 200 – 700 per fixture for house lighting such as porches and entry light fixtures
   - 700 – 1,300 per fixture for spotlights, floodlights, or similar-type high intensity lighting
6. 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. 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. Motion sensor spotlights, floodlights, or similar high-intensity lights should be aimed and calibrated such that they are triggered by motion on the property but not the street and will shut off within a reasonable amount of time. The light element must not adversely affect neighboring properties.
7. Landscape and accent lighting must be low voltage and shall not become a nuisance to neighbors. SRCA reserves the right to require that the brightness be lowered and/or the fixture shielded if it adversely affects the neighboring properties or common areas. To avoid light trespass, when possible, landscape lighting should be directed at landscaping and not on walls which may reflect light indiscriminately.
8. Apart from the temporary placement of lighting intended to celebrate an identifiable religious or cultural holiday as discussed in the Holiday Lighting section), string or rope lighting that is Visible From Neighboring Property, the street, or Common Areas is not permitted.
9. Lighting on the home must be mounted at a reasonable height and shall be reviewed on a case-by-case basis. No lighting, including spotlights, may be installed on top of parapet walls, party walls, or any type of fencing.

10. Any permanent lighting intended to extend along rooflines, eaves, or trim is not permitted.
11. All exterior light fixtures must be complementary in style, material, and finish. 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. Sport court lighting may be used only between one hour prior to sunset and 10:00 pm.
12. 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.

**Edison-style string lighting:**

As with all lighting installations, the Architectural Committee reserves all rights to approve, approve with stipulations, or disapprove the use of Edison-style string lighting in its sole discretion, on a case-by-case basis, giving consideration to the unique aspects of each property.

Edison-style string lighting will only be permitted on Lots classified as Single Family Residential or Cluster Residential Use. Edison-style string lighting will not be permitted in condominium or apartment communities because of the close proximity of the units, light trespass, and aesthetic impacts.

The following guidelines will be used in considering submittals for Edison-style string lighting for Lots classified as Single Family Residential Use or Cluster Residential Use:

1. Edison-style string lighting will not be allowed in front yards.
2. Edison-style string lighting must be installed underneath a covered structure that blocks all light from emitting upwards. Installation under lattice-covered structures is not allowed unless a fabric or other light-impermeable covering is used to prevent light from emitting upwards.
3. Edison-style string lighting must be installed to prevent excessive light trespass and must not adversely affect neighboring properties in any way.
4. Permitted wire colors are black, dark bronze or other colors to match the surface to which it is affixed.
5. Edison-style string lighting may not be mounted higher than 10’ above the adjacent finished grade. For residences whose entry floor is on the second or third story, the lighting may not be mounted higher than 10’ above the floor of the entry level.
6. Edison-style string lighting may not be mounted on free-standing poles or posts, or on trees or plants of any kind.
7. Edison-style string lighting must be rated for outdoor use.
8. No more than 50 total bulbs are allowed on any one property.
9. No more than a total of 100 linear feet of lights are allowed.
10. The maximum light output allowed per bulb is 150 lumens.
11. The lumens, color temperature, shape, and size of all bulbs must be identical.
12. Bulbs must be clear so that the filaments are visible.
13. Colored bulbs, lights that flicker, flash, blink, or animate, rope lights, and mini string lights are considered holiday lights and are not permitted under this section. Refer to Lighting: Rule 3.

14. Edison-style string lighting is to be evenly distributed over the illuminated area, and the bulbs are not to be clumped together. Cascading style lights are not permitted.
15. The application must identify where outlets and conduit are to be installed; these should be installed so as to minimize visibility.
16. Edison-style string lighting is not permitted to be on past 10:00 p.m.
17. Edison-style string lighting must not be installed within 10 feet of a property line. Exceptions to this may be granted on a case-by-case basis for Cluster Residential properties and zero lot line properties.

**Holiday Lighting & Decorations:**

1. Lights and decorations intended to celebrate an identifiable religious or cultural holiday are allowed to be temporarily placed without prior written approval from the Architectural Committee so long as the following standards are followed, as determined in the sole discretion of the Architectural Committee.
2. Except as otherwise set forth below, holiday lights and decorations may only be used between October 1 and January 15. Even during that timeframe, holiday lights and decorations may be installed no more than 45 days prior to the identified holiday (but may not be illuminated until 30 days prior to the identified holiday), and must be removed within 15 days after the same holiday.
   a. For religious holidays that do not fall between October 1 and January 15, holiday lights and decorations may be installed no more than 45 days prior to the identified religious holiday (but may not be illuminated until 30 days prior the identified holiday) and must be removed within 15 days after the same religious holiday.
   b. For all other holidays that do not fall between October 1 and January 15, and for all celebratory events, holiday lights and decorations may be installed no earlier than one week before the holiday or celebratory event and must be removed within one week following the holiday or celebratory event.
   c. Holiday lights and decorations shall be of reasonable design and magnitude so as not to disrupt neighboring residences and property. Holiday lights and decorations cannot stay in place for successive holidays absent a significant showing that they are specific to both holidays.

**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.
   - **All varieties of Ficus are classified as trees, rather than shrubs or hedges.**

   All trees planted in front, rear, or side yards must be planted at least 15 feet from any property line, party wall, or lake edge to avoid canopy and/or root encroachment onto neighboring properties. Using information published by the University of Arizona Cooperative Extension related to specific plants, this 15-

foot minimum setback may be reduced to 10 feet, at the discretion of SRCA staff.

2. Multi-family subdivisions or lots with a front yard and minimum street frontage are required to have at least one (1) 15-gallon (or larger) tree.
   - New or replacement trees must have a canopy no larger than 20'. Any trees being planted, new or replacement trees must be planted a minimum of 5' from all property lines or in the same location as the tree it is replacing.
3. Ground cover materials must be turf, artificial turf, living plant material, decomposed granite, or other natural rock materials.
4. Ground cover materials, tree wells, and planters must be separated from each other by a hardscape border material, which may include (but not limited to) brick, pavers, metal edging, extruded concrete, etc. Note, however, paragraph 12 below.
5. Front yard turf areas must not exceed fifty percent (50%) of the total front yard landscaping area less the driveway area.
6. 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.
7. 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.
8. Front yard mounding must not exceed 24"and back yard mounding must not exceed 18".
9. Grade changes must not adversely affect drainage and must meet City standards at all times.
10. 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.
11. 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.
12. In order to create and maintain harmony and consistency within a property, when choosing materials and finishes (for walls, fences, gates, landscaping, driveways, walkways, and hardscape elements), having a large number of different materials, textures, or designs is to be avoided. The Architectural Committee reserves the right to deny applications which would result in too many different materials, textures, or designs being visible.

**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 face 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 less the driveway 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. Installation
    - 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**

All basketball equipment, to include support structure, backboard, and hoop, must receive Architectural Committee approval prior to installation. Applications will be evaluated based on location, set back measurements from all property lines, type of structure, paint/finish, height, and community aesthetics.

There are (2) types of Basketball Structures that are permitted: Permanent and Portable. Backboards and hoops affixed directly to the house will not be considered.

1. <u>Permanent Structures</u> are deemed anything secured in place by concrete footing or other permanent foundation and is considered immobile.
   a. Permanent Structures are allowed in either the front yard or backyard of the property.
   b. If located in the front yard, please indicate how the pole will be secured into the existing hardscape.
   c. If located in the backyard, please provide the height of property fences.

2. <u>Portable Structures</u> are deemed anything that is not physically attached to the

foundation and is mobile allowing for relocation.

a. Portable Structures may be used in either the front yard or backyard of the property.

b. Despite being mobile, portable structures must remain in the member submitted and ARC approved location.

c. Please identify where the portable structure will remain located

d. If located in the backyard, please provide the height of property fences and/or common walls.

All basketball structures must comply with the following:

e. Must match the aesthetics of the community.

f. Poles must be installed at a 90° angle and must be factory finished in black, white, or brushed nickel. Any other colors will be reviewed on a case-by-case basis and should factor in aesthetics from public spaces.

g. Poles, backboards, hoops, and nets must be mechanically sound, clean, and well maintained at all times.

h. Basketball structures should not be positioned to encourage play on any public spaces.

i. Basketball structures should be placed to avoid the basketball striking a vehicle, fragile plants, or neighboring properties.

j. Basketball hoop must have a net. The net must be a fabric material, white in color. Metal nets are not allowed.

k. All use of basketball structures should comply with both City and SRCA sound ordinances.

**Play Structures and Playhouses**

A play structure or playhouse is defined as any structure intended primarily for entertainment or training. This includes, but is not limited to, play structures, monkey bars, swings, playhouses, trampolines, climbing walls, slides, sports structures, or combinations of these. For all structures, platforms may not exceed five feet in height.

The following rules apply only to the portion(s) of any play structure or playhouse that are higher than the top of the lowest section of surrounding walls.

For both playhouses and play structures:

1. Awnings must be a solid color approved by the committee.
2. The playhouse or play structure must be a minimum of ten feet from any property lines/walls.
3. No horizontal dimension may exceed 18 feet.
4. The Architectural Committee reserves the right to exclude measurements of any portions of the structure that would not violate privacy to neighboring properties.
5. In most circumstances, playhouses and play structures should be located in rear yards; however, side yard locations will be reviewed on a case-by- case basis.
6. 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.
7. At the discretion of the Architectural Committee, landscape material may be

required to soften or screen a structure.

8. No lighting installed higher than the height of the surrounding property walls will be permitted. All lighting must shine down only. The Committee reserve the right to deny any lighting due to concerns on the impact on neighboring properties.
9. No portion of an enclosed slide may exceed seven feet in height.

For playhouses:

1. For playhouses not exceeding seven feet in height, there are no restrictions on materials or colors.
2. For playhouses exceeding seven feet in height, any portion higher than the lowest portion of surrounding walls must either be wood or be a solid fabric (such as Sunbrella) in a color compatible with and in harmony with surrounding structures. Other materials may be considered on a case-by-case basis and may be approved if the color and texture are, in the opinion of the committee, compatible and inharmony with surrounding structures.
3. Playhouses may not exceed eight feet in height or the height of the lowest surround walls, whichever is greater.
4. Playhouses may not exceed 200 square feet of ground coverage.

Play structures other than playhouses may not exceed 12 feet in height or the height of the lowest surrounding walls, whichever is greater.

**Flagpoles/Flags**

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 is to be no more than the height of the main (excluding chimneys, vents, etc.) 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 flag of the United States
    - The current official flag of the State of Arizona
    - The POW/MIA flag
    - An Arizona Indian Nation’s flag
    - The Gadsden flag
    - A flag of the uniformed armed services of the United States, including a Division flag of the Army, Navy, Marine Corps, Air Force, Space Force, or Coast Guard.
    - A first responder flag (which may incorporate the design of one or two other first responder flags to form a combined flag)
    - A blue star service flag or gold star service flag
    - The Israeli flag
    - Any historic version of the American flag, including the Besty Ross Flag, without regard to how the stars and stripes are arranged on the flag
    - Any other flag specifically permitted by A.R.S. § 33-1808 or other applicable law.

5. No more than two (2) flags may be flown at once.
6. Any flag that qualifies as a “political sign” as defined by A.R.S. § 33-1808 may be flown within the time window that political signs are permitted to be displayed on Lots.
7. 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.
8. 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 or metal posts or by block and stucco structures. Block and stucco structures must be painted to match the residence.
4. Wooden and metal posts mailbox structures may be painted to match one of the residence’s colors. Wooden posts may be stained in natural wood colors.
5. Brick and stucco mailbox structures serving two residences must be painted in one of the residence’s colors and be of one stucco texture, even if the residences have different colors and stucco textures.
6. Decorative or ornamental mailboxes will not be approved.
7. 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 51 for lighting requirements.
3. Because of the potential for excessive noise, pickleball courts are not permitted on individual Lots. Additionally, existing sport courts cannot be converted to pickleball courts or be used to play pickleball.

**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.

**Shade Structures, Gazebos, Ramadas, Pergolas, Cabanas, and Umbrellas**

"Shade structures" shall include all items governed by A.R.S. §33-1816.01, including umbrellas, awnings, shade sails, gazebos, pergolas, and canopies. All shade structures require Architectural Committee approval prior to the commencement of installation or construction. Because of the wide variety of shade structures, each application will be reviewed on a case-by-case basis. All shade 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 shade 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 shade structures are appropriate, consistency in style, material and color will be required.

***Setbacks***

The required setbacks for shade structures in the community shall be as follows:

In areas zoned R1-7 (Heritage Place, Mountain View Village) – shade structures must be at least five (5) feet from the main dwelling, and the minimum side and rear setback is two (2) feet plus one (1) foot for every foot in height in excess of 12 feet.

In other areas of the community – shade structures must be at least ten (10) feet from the main dwelling, and the minimum side and rear setback is two (2) feet plus one (1) foot for every foot in height in excess of 10 feet.

For side and rear yards, canopies and awnings projecting over windows, whether fixed or retractable, may extend into the yard three (3) feet.

***Structure-Specific Provisions***

1. Gazebos: Gazebos are outdoor shade structures with covered, vaulted ceilings. Gazebos 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 free standing.

2. Ramadas: Ramadas are open or semi-enclosed outdoor structures, with a fully enclosed roof, which is supported by four (4) columns. Ramadas 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.

3. Pergolas: Pergolas are outdoor shade structures, typically constructed of wood that have an open trellis top supported by four (4) columns. Pergolas will be considered in front, side, or rear yards. Front yard pergolas must be located within the original building setback. Pergolas must be finished to match the house or have a natural wood finish.

4. Cabanas and Sunshade Structures: Cabanas are shade structures with a canvas topper and drapes to enclose the structure. Cabanas and sunshade structures 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.

5. All gazebos, ramadas, pergolas, cabanas and sunshade structures must be securely anchored to the ground.

6. Front Yard Umbrellas: Front yard umbrellas require architectural approval, and must be appropriate in location, number, size, material, color, design, and use. The Architectural Committee will apply standards as outlined above under the section “Design Compatibility and Orientation.”
a. Location: Front yard umbrellas will be allowed only in designated and furnished seating areas which are hardscaped with pavers, concrete, or similar materials.
b. Number/consistency: No more than two umbrellas are permitted in a front yard. If two umbrellas are approved, they must be identical.
c. Size: The diameter of any umbrellas installed shall, in the judgement of the Architectural Committee, be appropriate for the space in which they are installed, and in no case shall the diameter or largest dimension exceed 10 feet. The diameter shall not be so great that the umbrella overhangs walls or other structures. Height at peak shall not exceed 8’-6” above grade.
d. Material: Recommended canopy materials include polyester, acrylic, and olefin. Thatch and plastic are not permitted. Recommended post and frame materials include metal, wood, and fiberglass.
e. Color: Only solid colors are permitted. Colors must be compatible with or complementary to existing colors used on the surrounding structures on the subject property.
f. Use: Front yard umbrellas are intended solely to provide shade for areas designed specifically as seating areas. The use of front yard umbrellas for shading of plants is not appropriate and will not be permitted.

7. Exterior awnings, curtains, roll up screens and roll up shades:
a. Retractable awnings will be considered for rear or side yards only; exceptions may be considered for front courtyards on a case-by-case basis.
b. Exterior curtains will be considered for rear or side yards only.
c. Exterior roller shades and rollup screens will be considered for rear or side yards only; exceptions are retractable security shutters that mount flush to the building.
d. In general, the shape, color, and material of exterior awnings, curtains, rollup screens, and roller shades must be compatible with the design characteristics of the residence and will be reviewed on a case-by-case basis.
e. Only solid color awnings and valances will be approved. No patterns or stripes are allowed. Valences, braiding, and trim colors must be the same color as the awning.

**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. Pre-manufactured sheds are seven (7) feet in height, as measured from grade 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. Any shed over seven (7) feet in height must mimic the look of the home, and therefore match the stucco finish, color, architectural details, and roof or roof tile of the residence. Sheds shall not exceed ten (10) feet in height.

**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. Visible glass to frame edge must be no larger than 3.25” maximum. This frame size applies to most single-family homes; therefore, check with your sub-association as they might be more restrictive. Painting of vinyl window frames will not be approved until such time as a manufacturer approved paint is developed. Painting of other window frame materials will be reviewed on a case-by-case basis.

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. The Architectural Committee will review requests for the installation of surveillance equipment and cameras on aesthetic bases only.
2. Cameras and any other surveillance equipment shall be reasonable in size and number, as determined in the sole discretion of the Architectural Committee.
3. Whenever possible, cameras and other surveillance equipment shall be placed in the least intrusive or visible location. Applications shall include information showing where all cameras or other surveillance equipment will be placed.
4. Cameras and any other surveillance equipment shall be in colors compatible with the colors already on the home or be a neutral color.
5. The applicant is responsible for complying with all relevant laws concerning use of the cameras and equipment and other individuals’ rights to privacy.
6. As a condition of approval, the applicant will be required to sign an affidavit agreeing to comply with all relevant laws regarding use of the cameras and equipment and agreeing to defend and indemnify the Association against any and all claims or allegations of other individuals relating to the installation of the cameras or other surveillance equipment.
7. Doorbell cameras do not require approval from the Architectural Committee so long as they are placed in the same location as the existing doorbell.

## 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 just 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 |

6. 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.
7. 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.
8. The Architectural Committee has approved a standard boat dock design, which shall be used by any Owner who desires the installation of a dock on 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 overall design of the dock. Floating docks will not be approved.
9. Kayak racks and dock boxes must integrate into the overall design of the or proposed location, including the color and material of any storage structure.