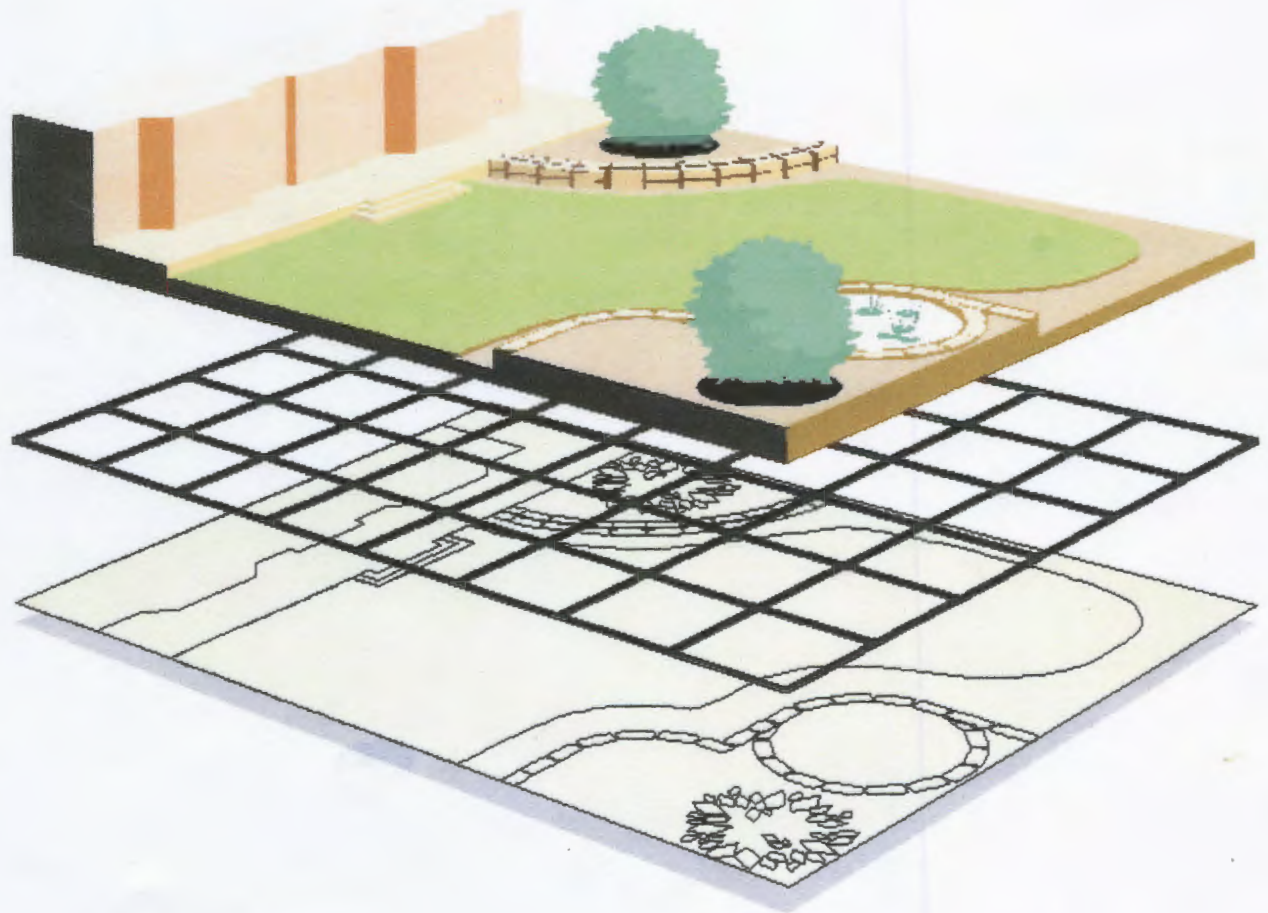


RAY MANOR HOME OWNER'S ASSOCIATION



ARCHITECTURAL AND LANDSCAPE DESIGN GUIDELINES



July 2017
Update

Ray Manor Community Association
ARCHITECTURAL AND LANDSCAPING DESIGN GUIDELINES

July 7, 2017

This document is being re-issued to include all revisions since its inception on September 8, 1998. Two major revisions have occurred, plus removal of all references to the old property management company and new information on the current Association's property management company. Additionally, some redundant paragraphs have been removed, or incorporated into a single paragraph and one paragraph has been removed in its entirety, as it was superseded by an Arizona Revised Statute.

The following revisions are included:

Section III, paragraph 8a and b, added January 19, 2010

Section III, paragraph 1a, added February 14, 2017

Don Williams
Chairman
Architectural Committee

Ray Manor Community Association
ARCHITECTURAL AND LANDSCAPING DESIGN GUIDELINES

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SECTION I

INTRODUCTION: Ray Manor Community Association, referred to herein as Ray Manor, or Ray Manor Home Owners Association, or Ray Manor HOA, or simply the HOA, is a unique community in Chandler, Arizona. On September 8, 1998, The Board of Directors (**the Board**), pursuant to Article 4 of the Declaration of Covenants, Conditions, Restrictions and Easements (CC&Rs), established the Architectural and Landscaping Design Guidelines (**Guidelines**), to be used by the Architectural Committee and the Landscaping Committee, in rendering the decisions on requests for architectural design and landscape changes and/or additions/deletions.

PURPOSE: The purpose of the Architectural Design and Landscape Committees is to maintain the compatibility of engineering, architecture and landscaping standards throughout the HOA, thereby enhancing the economic quality of the properties in the HOA.

OTHER APPROVALS: In addition to the Guidelines and any rules and regulations established by the Board, the development of any lot within the HOA must be accomplished in accordance with all applicable ordinances, codes and land regulations of any appropriate political sub-division. The approval of the appropriate committee contemplated herein and required by the CC&Rs shall be in addition to, and not in lieu of any approvals, consents, or permits required under the ordinances, rules and regulations of any political sub-division having jurisdiction over Ray Manor. **In all instances, the more restrictive requirement(s) between guidelines shall control.**

ARCHITECTURAL AND LANDSCAPE DESIGN REVIEW COMMITTEES: The Board shall adopt procedural rules and regulations for the performance of the committee's duties, including procedures for the preparation, submission and consideration of applications and changes as required by the CC&Rs. Each committee shall consist of such member(s) and alternate member(s) as the President of the Board (President) may designate, except the Chairman of each committee must be a member of the Board. Each committee Chairman shall have all the powers, duties and authority conferred upon them by the CC&Rs and these Architectural and Landscaping Design Guidelines. **The decisions of the committees shall be final on all matters submitted to it pursuant to the CC&Rs, Article 4, paragraph 4.1.**

The committees may grant waivers from the standards set forth in the Guidelines, if the Committee determines the matter permitted under the request for variance will not have a substantially adverse effect on the Owners and Occupants and the variance is consistent with the high quality of life intended in the HOA.

FEES: The committees may establish reasonable fees, with Board approval, from time to time to defer costs of the Committee in considering requests for approval, which fee shall be paid at the time of the request for approval. The committees may authorize supplemental fees to cover the cost of retaining consultants and other professional services need to properly evaluate any matter submitted for review and approval.

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SECTION II

1. **INITIAL SUBMISSION:** Each request for Architectural, or Landscaping design review and approval must be submitted using the EquinoxOne Community Management form titled: Ray Manor Architectural Change Request. This form may be obtained by contacting EquinoxOne Community Management, (480) 705-4046, 1820 E. Ray Road, Chandler, AZ 85225, or by going on line to <http://www.raymanorhoa.com> and selecting documents. The form is self-explanatory and outlines all enclosures that are required to insure proper review and speedy conclusion to the property owner's request, such as, but not limited to:
 - Conceptual floor plans and elevations
 - Color chips, material samples, color photograph, product brochures, paint numbers
 - Landscape plans, including plant list
 - Plot plans, where necessary

2. **CHANGE REQUESTS AFTER APPROVAL:** We anticipate that contractors, or homeowners may wish to make improvements, or modifications to their design post approval. No modification to the original approval is authorized with prior committee review and written approval. A request for review of the proposed modification by the committee must include, but is not limited to the following:
 - Letter of intent, with detailed description of the proposed modification(s)
 - Plans, as necessary, to describe the proposed modification
 - Materials and other samples as required for initial approval

3. **INITIAL REVIEW:** The committee shall make its decision for approval within sixty (60) days of the receipt of the application in the offices of the property management company. **(See Exhibit A for name, location and telephone number of the Property Management Company)**

4. **CHANGE REVIEW:** The committee shall attempt to make its decision on an original change request within thirty (30) of receipt of the application in the offices of the property management company, except wherein the committee determines the application to be a "major" change request, wherein a sixty (60) day approval period will apply. If the major change provision is invoked, the home owners will be notified within 72 hours of such determination.

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SECTION III

- 1. Improvements and Construction:** The design, size, color, location and elevation of any improvement, or landscaping, which is visible from neighboring properties, and all changes thereto, must be approved by the appropriate committee **prior to** the change, or installation. A storage shed, other equipment and other improvements which is/are visible from neighboring properties may not be placed, or installed on a lot without the written consent of **all adjoining** property owners and must be approved by the architectural committee. Such approval may be denied, even if adjoining property owners consent, at the committee's sole discretion.
- a. Pursuant to Article IV, Section 4.2 of the CC&Rs and Section III, paragraph 7 of these guidelines, the Board, a quorum being present, on February 14, 2017, approved the following change to Section III, paragraph 1.: **Height waiver is granted to trampolines, including their safety enclosures, as the Board has determined they will not have a substantially adverse effect on other owners and occupants and are consistent with the high quality of life intended for the community.**
 - b. **Colors** shall be consistent with the overall colors of other houses in the community, i.e. Kaufman and Broad, or Hacienda Builders, as determined by the committee.
 - c. **Paint colors, patterns and styles** shall be consistent with the original intent of the builders. Only certain paint colors and schemes are authorized, based on certain Dunn Edwards paint pallets. The homeowners is responsible for insuring the paint and paint schemes are authorized prior to contracting, or purchasing specific paints.
 - d. **Ground cover gravel and/or crushed granite** shall be of natural colors. No artificial colors, or bright colors, such as, but not limited to blue, or green are authorized, or will be approved.
 - e. **Lighting and Landscape lighting:** All additional lighting and landscape lighting, including walkway lighting) must be approved, in writing, prior to installation. **In no case shall exterior lights be installed higher than the level of the top of the door on the first level of the house.**
 - **Exception** to this rule is **TEMPORARY** holiday lighting, such as Christmas lighting.
 - **Exception** to this rule is a house with a second level, with balcony access, may have no more than one (1) exterior light fixture, such as a carriage light, mounted next to and not higher than the top of the second level exterior door.
 - f. **Exterior Lighting** shall be shielded such that the light shines primarily on the lot where it is installed. All lights, such as spot lights, which create glare visible from other lots, as determined by the committee, are prohibited. An exception to this rule is "motion sensor" lights may be installed provided the beam is **directed perpendicular to the ground**, but may not be set to remain on more than five (5) minutes at any time.

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SECTION III – Continued

- g. Grass, plant and gravel maintenance.** Yards containing grass shall be adequately watered and maintained to have a lush green appearance at all times, however owners with grass who, during the fall and winter months, may choose not to plant winter grass, but shall maintain the grass in a mowed and weed free manner at all times. No tree, bush, or grass shall be allowed to encroach on the sidewalk, or impede safe passage, including wheel chairs. Trees shall be trimmed to be no lower than 8 feet above the sidewalk, and 13 feet above the street, where they are over the street (Chandler City Ordinance). Plants shall be maintained so they do not encroach on neighboring properties. Dead plants and trees, shall be removed and replaced in a timely manner. Plants and trees, which are damaged by winter freeze, shall be cut back in a timely manner, after the freeze season is over. Gravel shall be raked to insure a neat and clean appearance.
- h. Window coverings:** In no case shall any windows be covered with reflective materials, such as foil or commercial film, or with paper, bed sheets, or any such temporary covering.
- i. Setbacks:** All structural changes, or additions will insure that setbacks of ten (10) feet from the rear property line and five (5) feet from the side property lines are maintained.
- j. Time limits:** All approved exterior design work shall be completed within ninety (90) days from the start date given in and approved for the original application. ***The Board, on recommendation from the Committee, may assess a fine of not less than fifty dollars (\$50.00) for any week, or portion of a week the project exceeds the time frames approved in the original application, except as an exception granted by the Committee on written request.***
- k. Committee approval is NOT required for:**
- Installation of solar screens, which are either black, or closely match the dwelling's outside wall color.
 - Planting of seasonal plants and flowers
 - Replacement of plants and trees with identical, or similar available plants
 - Addition of new commonly available plants, as long as they conform to the overall landscape plan of the dwelling and do not result in an over planted, jungle like appearance

SPECIAL NOTE: ***Any property which is in violation of these rules prior to September 8, 1998, which also has a prior to that date Board approval for the change/installation, may remain in violation without penalty, until such time as the property is transferred to another, at which time the property must be brought into compliance with the provisions of this document.***

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SECTION III - Continued

- 2. Heating, Ventilating and Air Conditioning units:** No heating, air conditioning, or evaporative cooling units, or equipment shall be placed, constructed, or maintained on the roof (**Exception is solar panels**). No heating, air conditioning, or evaporative cooling units, or equipment shall be placed, constructed, or maintained on the property or exterior wall of any structure, or property unless:

 - Where any such unit is installed on the outside of any structure on the property, the unit shall be completely screened from view from any adjacent lots, or the street, by a parapet wall which is consistent with the overall architecture of the structure and has been approved by the Architectural Committee.

- 3. Solar Collecting Panels:** This paragraph was removed pursuant to Arizona Revised Statutes.

- 4. Antennas, Poles, Towers, Basketball Goal Posts:** No television, radio, shortwave, or other antenna, pole, or tower may be erected, placed constructed, or maintained on the property, including, but not limited to upon the roof, or walls of any dwelling unit, with the exception of satellite TV disks, which may not be placed on any property dividing wall.

 - No basketball goal post, or similar structure, or device, whether mounted on a pole, wall, or roof, shall be placed, or constructed upon the front yard, Driveway, front elevation, or any roof surface front, back or side. A basketball goal post may be constructed on the property, **IF** it is in compliance with **Exhibit B**, to this document. ***For purposes of this paragraph and Exhibit B, "Front" shall be deemed to mean visible from ground level view from the sidewalk, or street(s) running immediately in front of, or beside the dwelling, or from immediate joining properties.***

- 5. Fences, interferences and Obstructions:** No fence, wall, hedge, shrub, plant, or tree, which obstructs sight lines at elevations between two (2) feet and six (6) feet above adjacent streets, shall be permitted on any corner lot within a rectangular area formed by the streets and a straight line at points twenty-five (25) feet from the intersection of those property lines. Each owner, occupant is responsible for adjusting watering so not to soak the property line walls and cause erosion and weakening of the wall. Should a wall collapse as a result of over watering, the offending home owner is solely responsible for the damage and repairs.

- 6. Drainage:** No owner, or occupant shall interfere with the drainage established for the property, or any other property adjacent to the lot.

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SECTION III - Continued

7. **Miscellaneous:** The committee, in its good faith discretion, may grant waivers and make changes to the restrictions contained in the Declarations, Conditions, Restrictions and Easements (CC&Rs) as it shall deem appropriate, so long as the use permitted by such waiver/change is granted evenly and such waiver/change shall not result in an unsafe, unsanitary, or aesthetically displeasing condition and shall not result, in the committee's opinion, in a substantial departure from the common plan of development contemplated in the CC&Rs and this guideline. ***In addition, the property shall continue at all times to be subject to applicable zoning laws and ordinances of the various political units that have jurisdiction over Ray Manor, except where the provisions of the CC&Rs and this guideline are more restrictive than such laws, wherein the provisions of CC&Rs and this guideline shall prevail.***
8. **Common areas and Party Walls and Fences:** If a party wall is located on the boundary between the Common areas and a lot, or between the HOA and other property, the HOA Shall be responsible for painting, maintenance and repair on the side thereof that faces the Common area, or the HOA side and the top of the wall and the owner(s) owning the opposite side of the wall shall be responsible for the maintenance repair, painting and replacement of such opposite side and for all structural repairs and replacement. In the case of destruction of both sides of the wall, both owners shall be responsible for the restoration, except where one owner may be found responsible for the wall failure. Unless otherwise approved in writing by the Board, or committee, all walls and fences constructed by the owner, or occupant must be located entirely within the property lines of the owner's lot and must comply with political ordinances and laws. No wall may be located on the Common Areas unless it is a part of the Common Area. ***Pursuant to Article IV, Section 4.2 of the CC&Rs and Section III, paragraph 7 of these guidelines, the Board, a quorum being present, on January 19, 2010, approved the following change to Section III, paragraph 8:***
- a. Use of the common areas: No organized team sports, or any organized team sports training may be conducted in the Ray Manor common areas without specific approval of the Board. This does not preclude an individual homeowner, or his immediate family member from using the areas for individual, or family play, or practice. Any request for approval to conduct organized team sports, or practice, shall be accompanied by a person and property damage insurance policy of not less than two million dollars (\$2,000,000.00), which holds harmless the Ray Manor HOA, its members, our property management company and any of our vendors from all personal and property damage liabilities. In all cases, the decision to approve, or disapprove such activities shall be at the sole discretion of the Committee. Failure to comply with this rule shall subject the homeowner(s) to a fine of not less than \$500.00 per occurrence.
 - b. No golf activities of any kind will be conducted in the HOA common areas. Failure to comply with this rule will subject the homeowner to a fine of not less than one hundred dollars (\$100.00) for each occurrence.

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SECTION III - Continued

c. Any member under 18 years of age who uses the common areas, must be accompanied by a homeowner/occupant adult at all times. Failure to comply with this rule will subject the homeowner to a fine of not less than fifty dollars (\$50.00) for each occurrence.

9. Non-compliance: Any home owner who is found to have made design and/or landscaping modifications, which would require Committee approval, but who did not secure such approval, is in violation of this rule and shall be immediately subject to a fine as determined by the Board. Further, that owner shall be required to immediately request design approval and, should the request be denied, the owner shall be required to return the grounds and/or structure to the condition prior to the unauthorized modification, ***at that home owners expense.***

10. Appeals: the decision of the Committee is final, except that the owner who is denied a modification, or addition, by the committee, may in writing appeal that decision to the Board. The Board may, by majority vote of those members in attendance, with a quorum present:

- Deny the appeal
- Refer the matter back to the Committee for re-consideration
- Approve the design request with, or without additional modifications.

Original approved by a majority vote of the Board, a quorum being present, on the 8th day of September 1998

Certified.

Donald Williams
President
Ray Manor Community Association

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7.

EXHIBIT A

CURRENT PROPERTY MANGEMENT COMPANY

EquinoxOne

The Cooper Common Executive Suites
1820 E. Ray Road
Chandler, AZ 85225

Office: (480)705-4046

FAX (480)785-0220

e-Mail: Steve@equinoxone.com

EXHIBIT B

SPECIFICATIONS FOR BASKETBALL POLES, BACKBOARDS AND GOALS

1. Only pole-mounted backboards and goals are acceptable. Backboards shall not be attached to the house, garage or roof
2. Basketball poles must be painted to match house or trim color.
3. Poles must be set in the ground permanently and must be centered between garage wall and back of sidewalk.
4. Backboards must be of a predominantly neutral color (black, gray, white), or match the house or trim color. Clear Plexiglas or glass backboards are acceptable.
5. Portable or temporary goals are acceptable; however, they must be removed from visibility after play has ceased (a goal may not remain out overnight).
6. All equipment must be constantly maintained. Broken backboards, disfigured or bent rims, ripped or torn nets, chipped and/or peeling paint, etc. constitute grounds for fines and/or removal.
7. Only nylon or similar cord nets are acceptable. Metal or chain nets are not acceptable.
8. The owner of the home with the basketball pole backboard is fully responsible for ball containment on his property. Any damage to neighboring property or landscaping from basketballs shall be the property owners (with the goal or standards) responsibility to repair or replace.
9. For the consideration of the neighbors-(to each side of the home), their signature is required on the Request for Architectural Approval form, which will state that they approve of a basketball hoop being constructed adjacent to their lot.

Lots with basketball poles, backboards and goals that do not meet these requirements will be assessed fines in accordance with the Association's rates and/or have them removed at owners expense.