

**AMENDMENTS  
AND  
RESOLUTIONS**

**RESOLUTION OF THE BOARD OF DIRECTORS OF  
SCOTTSDALE SHADOWS REGIME III, INC.**

**PROHIBITION OF SHORT-TERM LEASING**

Adopted May 1, 2014

At a duly called and noticed meeting of the Board of Directors held on May 1, 2014, the Board of Directors of Scottsdale Shadows Regime III, Inc. (the "Association") resolved as follows:

WHEREAS, pursuant to Article 2, Section 2.1 of the Scottsdale Shadows III Declaration Submitting Property to a Horizontal Property Regime and Declaration of Covenants, Restrictions and Conditions, recorded at recording number 1972-0293663, records of Maricopa County, Arizona (hereafter, the "CC&RS"):

2.1 Restriction on Use and Occupancy. (a) Each apartment unit in the horizontal property regime shall be used solely for residential purposes by the co-owner as a single family unit for himself and his family and for no other purpose, except that under the terms of these restrictions the unit may be leased to a single family for residential purposes in accordance with the provisions set forth herein. This restriction, however, is subject to certain rights hereinafter granted to the declarant.

WHEREAS, pursuant to the City of Scottsdale Zoning Interpretation Record dated August 10, 2007, the term "Hotel" is defined as follows:

For the purpose of determining permitted uses, rentals of condominium or other residential units for stays of less than 30 days equates to a Hotel use. This type of rental operation is permitted only in those zoning districts that identify "Hotels" as an allowed use by right or by conditional use permit and are subject to any additional regulations required for hotels in those districts.

WHEREAS, the leasing of an apartment unit in the horizontal property regime for less than thirty (30) days is not a residential purpose as required by Section 2.1 of the CC&Rs.

**BE IT THEREFORE RESOLVED** that the Association hereby prohibits the leasing of an apartment unit within the horizontal property regime for a period of less than thirty (30) days. Failure to abide by the leasing prohibition may result in the imposition of a fine in the amount of one-hundred dollars (\$100) per day or other legal remedies, including the filing of an Injunction. All legal, collection, and other expenses incurred by the Association to obtain the compliance of a Member with this Resolution shall be the obligation of the Member.

BE IT ALSO RESOLVED, that this resolution is included in the books and records of Association and that a copy of this resolution is sent to all homeowners in the Association.

Shirley Waldogel Member, Board of Directors

Shirley Smith Member, Board of Directors

Joan Trumbauer Member, Board of Directors

Marlozan Member, Board of Directors

Pat Gandy Member, Board of Directors

SCOTTSDALE SHADOWS III, INC.

REASONABLE ACCOMMODATION AND REASONABLE MODIFICATION  
REQUEST POLICY

1. Purpose: Scottsdale Shadows III, Inc. ("Association") has an obligation under the federal and state fair housing laws to make reasonable accommodations in rules, policies, practices, or services, when such accommodation is necessary to afford a disabled person equal opportunity to use and enjoy their dwelling, including the Association's Common Elements. Furthermore, the Association has a duty to allow owners and residents who are disabled to make reasonable modifications, at their own expense, to the Common Elements and their Units if such modification will allow the disabled person full use and enjoyment of their dwelling. This policy provides procedures for residents, including both owners and tenants, to request an accommodation or modification from the Association and for the Board of Directors to evaluate, respond, and implement appropriate action on the request. Persons making a request can do so without fear of retaliation, harassment or intimidation, which would be a violation of state and federal fair housing laws.

2. Definitions: Unless otherwise provided by applicable law, the following definitions are applicable to this Policy:

A. Disability: "Disability" means, with respect to a person, (1) a physical or mental impairment which substantially limits one or more of such person's major life activities, (2) a record of having such impairment, or (3) being regarded as having such an impairment, but such term does not include current, illegal use of a controlled substance.

B. Reasonable Accommodation: "Reasonable accommodation" means changing a rule, policy, procedure or practice that is generally applicable to residents in the Association where necessary to ameliorate a disability of a disabled person so that they may have an equal opportunity to use and enjoy their dwelling.

C. Reasonable Modification: "Reasonable modification" means an addition, alteration or improvement to an existing Unit, occupied or to be occupied by a disabled person, and/or the Common Elements if the proposed modification is necessary to afford the disabled person full use and enjoyment of their dwelling, with such addition, alteration or improvement being made at the sole cost of the disabled person, unless the request for a reasonable modification to the Common Elements is determined to be subject to the requirements of the Americans with Disabilities Act.

3. Requests for Reasonable Accommodations and Reasonable Modifications:

A. Place: All requests for a reasonable accommodation or reasonable modification must be made in writing and delivered to the Association's Community Manager at the following address:

Board of Directors  
Scottsdale Shadows III, Inc.  
c/o Ramiro Wong  
Recreational Center, Inc.  
7800 E. Camelback Road  
Scottsdale, AZ 85251

Or via e-mail at:

[gm@scottsdalershadows.com](mailto:gm@scottsdalershadows.com)

This is necessary to ensure that all requests are properly logged and considered. Please do not make oral requests or requests to any other person (i.e., individual board members, chartered club or committee members, etc.). If the requesting party is unable to put the request for reasonable accommodation or reasonable modification in writing, the Association's Community Manager shall assist the requesting party in doing so. The Association's Community Manager shall maintain all disability-related requests for reasonable accommodation or reasonable modification, and all related correspondence, including the Association's response to each request.

B. Contents: The request for an accommodation or modification should include the following information:

- (1) Name of requesting party.
- (2) Address and telephone number where the requesting party can be reached.
- (3) Statement of whether the requesting party owns or leases the dwelling.
- (4) Statement describing the major life activity or activities impaired by the requesting party's disability and whether it is permanent or temporary.
- (5) Description of the reasonable accommodation in the Association's rules, policies, practices, or services or the reasonable modification to the Common Elements that is necessary to permit the requesting party full use and enjoyment of their dwelling. Please try to be as specific as possible as to what you would like the Association to do or allow. Also please include how long you anticipate the requested accommodation will be necessary.

4. Consideration of Requests: The Community Manager will review each request and respond within ten (10) days of the date of the request. The nature of this response will depend upon the particular facts and circumstances of each request as follows:

A. Obvious Disabilities. If a disability and the need for a requested reasonable accommodation or reasonable modification are obvious, then the response will acknowledge receipt of the request and inform the requesting party of the date of its consideration by the Board of Directors without requesting additional information.

B. Requests for Additional Information. If a disability or the necessity for a particular reasonable accommodation or modification is not obvious, then the Association may request additional information before the Board of Directors considers the request. The additional information requested may include a statement from the requesting party's healthcare provider that includes:

(1) Confirmation of the healthcare provider's knowledge of the requesting party's condition.

(2) Confirmation of the requesting party's disability, including whether such impairments are temporary or permanent, unless the disability is obvious.

(3) Confirmation that, in the medical opinion of the healthcare provider, the requesting party needs the requested reasonable accommodation or reasonable modification to have an equal opportunity to use and enjoy their dwelling. If the request relates to an assistance animal, please include confirmation that the animal provides disability-related assistance or emotional support.

The healthcare provider will not be asked to provide copies of the requesting party's medical records, and any information provided to the Association will be kept confidential. Once the requested additional information is received, the Community Manager will inform the requesting party of the date that the Board of Directors will consider their request.

C. Interactive Process. The Association will engage in an interactive process with the requesting party to determine whether a request for accommodation or modification constitutes a reasonable accommodation or reasonable modification under federal and state fair housing laws. This process may include written requests for additional information or clarification of what is being requested, or proposed alternate effective accommodations or modifications. If the requesting party does not respond to the Association's requests for additional information within thirty (30) days, the Board of Directors may determine whether to reject the request until such time as additional information is received to permit its proper consideration or to fully consider the request at its next scheduled meeting.

D. Board Consideration. After requested information is received, the Board of Directors will consider the reasonable accommodation or reasonable modification request at its next scheduled meeting. Due to the consideration of the requesting party's personal and health information and any advice from legal counsel regarding the request, such consideration will take place in a closed executive session. The Community Manager

will send the requesting party written notification of the Board's decision within three (3) business days of the meeting.

5. Implementation of Approved Requests. When a request is granted, the Community Manager and the Board of Directors will work with the requesting party to make the necessary arrangements for the implementation of the request. Note that the installation of reasonable modifications may require Board approval of plans and specifications, approval of the construction contract to be used with an appropriately-licensed contractor, and naming the Association as an additional insured on the liability insurance policy of the contractor.

6. Assistance Animal Requests. Requests relating to assistance animals will be treated in the same manner as other reasonable accommodation requests outlined above. Please note that residents are still responsible for keeping control of their assistance animal and cleaning up after them at all times. If an assistance animal damages Association property or presents a threat to the safety of other residents and staff, then the Board of Directors may revoke the accommodation for the assistance animal.

7. Record Retention. The Community Manager will maintain all correspondence related to requests for reasonable accommodations and reasonable modifications, including the Association's responses and decision with respect to each request.

I hereby certify that this Reasonable Accommodation and Reasonable Modification Request Policy was adopted by the Association's Board of Directors on 8-14-2014 2014.

Printed Name

*Shirley Waldvogel*

Signature

*Shirley Waldvogel*

President,  
Scottsdale Shadows III, Inc.

# **SCOTTSDALE SHADOWS REGIME III**

## **RESOLUTION REGARDING: NON-REFUNDABLE MOVE IN/MOVE/OUT FEE**

**The Board of Directors of Scottsdale Shadows Regime III, at a regular meeting on April 26, 2007, expressed its intention to charge a non-refundable move in/move out fee for each move in or out of a Unit in Regime III. This fee is to be used to cover incidental damages to Regime III Common Elements property during moves.**

**THEREFORE: BE IT RESOLVED by the Board of Directors of Scottsdale Shadows Regime III, Inc., in a lawful meeting assembled on May 16, 2007, that pursuant to the authority contained in the governing documents, the following provision, effective July 1, 2007, applies to any and all owners (sellers) and new owners (buyers) and or tenants moving into or out of a unit in Regime III.**

**Move Out is when a current owner/tenant in possession of the unit moves his/her furniture and possessions from the unit. The person moving shall schedule a move out or move in at least five days before the move with the RCI Main Office.**

**The person moving shall deliver to the RCI Administration Office two checks, each one payable to Scottsdale Shadows Regime III, Inc.**

- 1. A NON-REFUNDABLE MOVE IN/OUT FEE: A non-refundable move in/out fee in the amount of \$100.00 shall be charged for each move in/move out of a Unit in Regime III, to be used to defray the cost of wear and tear of the common elements of the regime, as related to move in/outs. These funds will be used to pay for replacing elevator protective pads, elevator floor and lobby protective coverings, semi-annual removal of scratches to elevator doors and interior finish, touchup painting of hallways, electric garage doors, garage lobby, etc.**
- 2. A REFUNDABLE SECURITY DEPOSIT, as required by Scottsdale Shadows Rules and Regulations—Rule 27. A refundable security deposit in the**

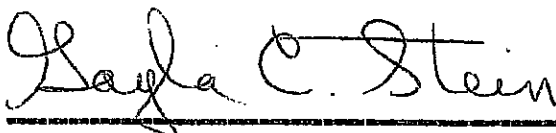


amount of \$200.00, to be used to defray the cost of repairing any damages to the common areas or common elements that have resulted from the move. If the Regime III Board, RCI or their designee determines that no significant damages have occurred, the deposit will be refunded. If any damage has resulted, the cost of the repair shall be deducted, and the remainder, if any, of the deposit will be refunded. If the security deposit is insufficient, the person moving shall reimburse the Regime or RCI, depending on whether the damage occurred on common areas or common elements, for any additional expenses incurred in repairing, cleaning and restoring the premises and property. A claim for unpaid amounts will be enforced in the same manner as any other unpaid assessment with respect to the co-owner of the applicable unit, in addition to any and all other rights and remedies available, including Sanctions.

**FINALLY, IT IS RESOLVED** that the co-owners of Regime III be notified of this resolution by posting a true copy of the resolution on the Bulletin Board of each Regime III building and by mailing them a copy thereof to their last known address of record. A copy of this resolution will be therefore included in all disclosure forms given to new buyers.

**THIS IS CERTIFIED** to be a true and correct copy of the above resolution.

**Scottsdale Shadows Regime III Board of Directors, Inc.**



**Gayla C. Stein, Secretary**

**May 31, 2007**

**3.**

**4.**

## RESERVES RESOLUTION

WHEREAS, there are a number of long-term replacement and repair cost for which Scottsdale Shadows Regime III Inc. is responsible which do not fall under the annual operating and maintenance budget, and

WHEREAS, the Scottsdale Shadows Regime III, Inc. Bylaws, Article VI, Section I state in part "The Board of Directors shall include in the assessment reserves for replacements", and

WHEREAS, it is evident that without a carefully planned program of funding for such replacements, future additional assessments will be required, and

WHEREAS, by resolution on May 11, 1992, the Board of Directors of Scottsdale Shadows Regime III, Inc. went on record in favor of a planned reserve concept, and thereby adopted this concept, and requested that the Treasurer begin laying out a program for such reserves, to include items to be covered by reserves, the estimated replacement life, value, and monies per year necessary to meet the funding requirement for such a replacement program, and

WHEREAS, work on such a program resulted in the attached schedule of Replacement Reserve Funding Program, and

WHEREAS, as part of the fiscal year 1992-1993 budget, the Board established a funding program for the Replacement Reserve Program with the full amount to come from new assessment income, and

WHEREAS, it is the intent of the Board to establish and maintain a comprehensive replacement reserve program, as required by the Scottsdale Shadows Regime III, Inc. Bylaws, and to establish rules, and requirements for the control and restriction of these reserve funds and their application,

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of Scottsdale Shadows Regime III, Inc. in regular meeting assembled this 29th day of June, 1992, that a Restricted Replacement Reserve Program be and the same is hereby established per the attached program, and that the projections shown in the attached program shall be recalculated and updated each year to adjust for any changes in the estimated life and costs of such items to be replaced, inflation values, etc. so that the reserves program remains accurate and viable from year to year.

BE IT FURTHER RESOLVED, that the Scottsdale Shadows Regime III, Inc. Board will formally segregate each year a portion of the General Assessments, to be set aside in a separate interest-bearing account and held in reserve, to hold and expend such funds solely and specifically as set forth herein;

1. For major repair, restoration and capital replacement as per the attached program.
2. Reserve amounts shall be in accordance with the attached Reserve Program, which shall cover such real property, furniture, fixtures and equipment owned by Scottsdale Shadows Regime III, Inc. and which Scottsdale Shadows Regime III, Inc. will have to replace at some time.
3. The Treasurer of Scottsdale Shadows Regime III, Inc. shall place all such contributions to Federally chartered banks whose deposits are insured by the Federal Deposit Insurance Corporation, or in notes and bills of other securities issued by the Treasury Department of the United States.
4. No withdrawals from any Reserve Account shall be made except by the affirmative vote of a majority of the Board of Directors and the minutes of the meeting where such vote was taken shall clearly specify the amount and purpose of the withdrawal.
5. Withdrawals from the Restricted Replacement Reserve may only be used for restoration, repair and replacement of existing capital improvements and equipment (per the attached program), and not for annual maintenance or operating expense, nor may the monies be rebated to the Co-Owners or used to reduce members' future operating expenses.
6. In the future certain items may be deleted if they no longer exist, or will no longer be replaced, and certain items may be added that are determined to be proper long-term replacements over a multi-year cycle, providing that such deletions or additions are in keeping with overall policy of maintaining an adequately funded Replacement Reserve program.
7. The monies in the Restricted Replacement Reserves Program shall be accumulated for the cumulative total of all the subject items therein, as necessary for each year's funding and shall be expended, with the approval of the Scottsdale Shadows Regime III, Inc. Board, for only these items in the program at such times as those replacements need to be made. It shall not be necessary to keep separate accounts for the approximate 12 subject areas within the initial program, but accounting shall be maintained which will show specific expenses, and the balance in the Restricted Replacement Reserves Program.
8. At the time items are replaced, a new cycle of funding based on the new life span should be automatically initiated so that the program remains ongoing and comprehensive.
9. The Scottsdale Shadows Regime III, Inc. Board of Directors should annually adopt a policy resolution designating each year's Restricted Reserves contributions (as to the annual exact amount based on the attached program) and specifically designating said

contributions as Restricted Replacement Reserves monies, the latter intended to comply with IRS requirements. Future Boards should carefully follow this tax oriented guide line because the expenditures of any of these monies for purposes other than capital replacements and capital improvement not in keeping with the attached program (such as improper use for annual operating and maintenance costs of Scottsdale Shadows Regime III, Inc.) would breach the tax sheltering of this money and subject the program to taxation as surplus income.

10. All interest earned after taxes, if any, shall be prorated back to the line items in the program in order to help offset the effects of inflation.
11. The existence of the Restricted Replacement Reserves Program, which is believed to be adequate for future needs, shall be communicated to lenders, realtors, and appraisers to the extent practicable.

Approved and signed this 29th day of June, 1992 at a duly constituted regular meeting of the Board of Directors of Scottsdale Regime III, Inc.

\_\_\_\_\_  
John Marini, President

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Martha Bialkin, Vice President

\_\_\_\_\_  
Loretta Benton, Treasurer

\_\_\_\_\_  
Liliane Benard, Secretary

\_\_\_\_\_  
John Mullen, Board Member

REGIME III  
SCOTTSDALE SHADOWS

Recreational Center, Inc.  
7800 E. Camelback Road  
Scottsdale, Arizona 85251

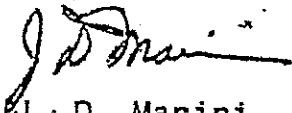
To Whom It May Concern:

Please be advised that the Board of Directors of Regime III, Scottsdale Shadows, at their Board meeting of September 23, 1991, voted unanimously to prohibit any animals/pets from being housed in any of the residents' apartments, in the Regime, either temporarily or permanently.

Would you please keep a copy of this letter in your files as a permanent record so that potential buyers of units in Regime III will be advised, in advance of their purchase, of this policy.

Thank you.

Sincerely,



J. D. Marini  
President, Regime III

\_\_\_\_\_  
BUYER

\_\_\_\_\_  
BUYER

\_\_\_\_\_  
DATE

TO POTENTIAL PURCHASERS AND TENANTS IN REGIME III OF SCOTTSDALE SHADOWS;

Greetings:

Please be advised that the Board of Directors of Scottsdale Shadows Regime III, Inc. has no intention of taking any action in violation of the various statutes of the United States Government generally described as Fair Housing Standards and in furtherance of our position in this regard will not act to prevent children from residing in the units of Regime III

By the Board of Directors of Scottsdale Shadows Regime III, Inc.



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Rita Krakoff, Vice President.

7-5-2000

### Regime III Rules for Recording of Meetings.

HB2245 applies to planned communities and condominiums and amends A.R.S. Sections 33-1248 and 33-1804

HB2245 permits owners attending a meeting to tape and/or video record open board meetings, subject to reasonable rules and regulations adopted by the board.

**Whereas** the Regime III Board of Directors at a meeting held November 21, 2011 included and adopted the following rules in regard to taping and/or video recording open board meetings.

- Any Co-Owner intending to tape or video record a meeting must first provide the board written notice 24 hours prior to the start of the meeting;
- In order to prevent interruptions, all recording equipment must be in position 15 minutes prior to the start of the meeting;
- Any recording equipment must not produce sound or distracting light emissions;
- All Co-Owners utilizing recording equipment must set up the recording equipment in a place designated by the board;
- All recording equipment is the responsibility of the Co-Owner, the board/Regime is not obligated to provide equipment;
- If any recording equipment fails, the board will not stop the meeting while the equipment is reset;
- Any Co-Owner recording a meeting must provide the board an unabridged copy of the recording within ten (10) days after the meeting;
- Any recording shall not be disseminated to members outside of the Regime without the written consent of the board;
- No recording of a meeting shall be posted, or otherwise made available on the internet without the written consent of the board;
- A non-Co-Owner of Regime III is prohibited from recording the meeting without prior written request and approval by the board.

**Additionally**, the Regime III Board of Directors requires the Co-Owner to sign and acknowledgement form prior to recording a meeting which acknowledges the following:

- A recording of a meeting is not the official record of the meeting;
- Regime III does not make any representations as to the authenticity of the recording;
- Any recording shall not be disseminated to members outside of Regime III without the consent of the board;
- All rules and regulations adopted by Regime III will be adhered to during the recording of the meeting.

Scottsdale Shadows Regime III Board of Directors, Inc.

## **Regime III Pet Policy**

**For the health, safety, welfare and comfort of ALL Residents of Scottsdale Shadows Regime III, the following rules regarding pets shall apply to ALL occupants of Regime III. Pets must be registered, with proper documentation, with the RCI Administration Office.**

### **NO VISITORS ALLOWED TO BRING ANY ANIMALS OF ANY BREED INTO THE BUILDINGS.**

- 1. Regime III as defined in law effective 3/15/2011 allows Service animals.**
- 2. One (1) small-domesticated cat or caged bird is allowed.**
- 3. A resident may keep a small dog as an emotional support animal provided they have proper documentation of its need from licensed Medical Doctor.**
- 4. No pet can be maintained for commercial purposes or for breeding.**
- 5. Permitted pets must be leashed and carried at all times when in the common areas of Regime III. This includes garage, lobbies, elevator, hallways with the exception of Seeing Eye Dogs, dogs certified as Service Animals.**
- 6. Permitted pets may be walked along the roadways, leashed and under human control, or in the two areas designated by RCI for the use of pet. Owners are responsible for maintaining proper sanitation in regard to their pets and must immediately remove and properly dispose of any excrement from pets.**
- 7. Any pet that disturbs or becomes a nuisance to a Resident will be subject to disciplinary action by the RCI Rules Enforcement Committee and/or the Regime III Board of Directors.**



**8. NO visitors entering buildings 24 or 25 may bring animals of any kind into the buildings.**

**Any person found in violation of these rules will be subject to fines assessed to the owner of record of the unit of Regime III.**

Effective March 15, 2011

Attorney General Eric Holder signed final regulations revising the Departments ADA regulations, including revised definition of "service animal." This reads:

**Service Animals. The rule defines "service animal" as a dog that has been individually trained to do work or perform tasks for the benefit of an individual with a disability. The rule states that other animals, whether wild or domestic, do not qualify as service animals. Dogs that are not trained to perform tasks that mitigate the effects of a disability, including dogs that are used purely for emotional support, are not service animals. The final rule also clarifies that individuals with mental disabilities who use service animals that are trained to perform a specific task are protected by the ADA.**

2/24/05

Scottsdale Shadows Regime III, Inc.  
7800 E. Camelback Road  
Scottsdale, AZ 85251

# AMENDMENTS

## AMENDMENT #1 *Passed*

**In article IV - Board of Directors, Section 1, Number and qualifications.**

**"In article IV - Board of Directors, Section 1. Number and qualifications.**

**"On the second line change seven (7) to read five (5).**

## AMENDMENT #2 *Failed*

**In Article VI. Section II. Sales and leases.** At the end of the paragraph, add the new additional two (2) paragraphs beginning with:

**"No co-owner" and ending with "any such Violations."**

SCOTTSDALE SHADOWS REGIME III, INC.

Co-owners Annual Meeting

February 24, 2000

7:00 P.M. :

The meeting was called to order by Jim Theodore who welcomed the Co-owners. A quorum was present or represented by proxy.

The minutes of the 1999 annual meeting as well as those of the meeting of January 25, 2000 were approved as printed.

The financial report of December 31, 1999 was reviewed by Treasurer Rita Krakoff. It was noted that reserves of \$148,100. are on deposit as well as \$222,320 of impound funds. In addition, operating funds of approximately \$72,000 are on hand. The report was enthusiastically received.

All known actions taken by the Board of Directors during the year 1999 were approved by the Co-owners.

Considerable discussion concerning grocery carts as well as the carts used by Co-owners to carry personal effects ensued. It was suggested that the Board post appropriate notice to remind us all of proper use and placement of these carts.

There being no nominations from the floor for Directors, it was announced that the slate as presented on the ballot was elected.

Proposed By-law amendment reducing the number of Directors to (5) five from (7) seven passed. The proposal to establish a move-in fee of \$250. was defeated.

The meeting adjourned at 8:15 P.M.

+ 4 MINS. MIN. RENTAL

Respectfully submitted,  
Albert C. Eisenman

Acting Secretary