

**AMENDMENTS
AND
RESOLUTIONS**

Approved by
Vote of Council of
Co-owners -
Jan. 05
Annual Meeting.
W. Thomas
Pres.

SCOTTSDALE SHADOWS REGIME II, INC.
7800 E. Camelback Road
Scottsdale, Arizona 85251

Qualifications
For Board
Member (14)

RESOLUTION

AMENDED BY LAWS

WHEREAS Regime II Board of Directors at a Regular Meetings on October 16, 2004 and November 18, 2004, expressed a desire to amend Scottsdale Shadows Regime II, Inc. By-Laws -Article V - Board of Directors, and

WHEREAS the Regime II Board of Directors deems it essential each member of the Board of Directors be available to attend Board meetings and assist in the management of the Association throughout the year:

NOW, THEREFORE BE IT RESOLVED, by the Board of Directors of Scottsdale Shadows Regime II, Inc. (the Regime) in lawful meeting assembled this 18th day of November, 2004, that pursuant to the authority contained in the governing documents, recommend that the Scottsdale Shadows Regime II, Inc. By-Laws - Section V - Board of Directors be amended as follows:

ARTICLE V - SECTION 1

Currently: Section I - Number and Qualifications:

The affairs of the Association shall be managed by a Board of Directors composed of five persons, all of whom must be members of the Association. Directors need not be residents of the State of Arizona.

Amended: Section 1- Number and Qualifications

A. Number: The affairs of the Association shall be managed by a Board of Directors composed of five persons.

B. Qualifications:

1. Each Director must be an owner/member of the Association.
An owner/member must be a recorded owner, whether one or more entities, of the fee simple title (deed) to a lot (unit) which is part of Scottsdale Shadows Regime II or as a named trustee of a trust recorded as the owner of a unit which is part of Scottsdale Shadows Regime II.
2. Each Director must reside as a full-time resident in a unit which is part of Scottsdale Shadows Regime II for at least nine months per calendar year.

Currently: Section 3 - Removal.

Any director may be removed from the Board, with or without cause, by a majority vote of the members of the Association. In the event of death, resignation, removal of the Director, his successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of his predecessor.

ARTICLE V - SECTION 3

Currently: Section 3 - Removal

Any Director may be removed from the Board, with or without cause, by a majority vote of the members of the Association. In the event of death, resignation, removal of the Director, his successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of his predecessor.

Amended: Section 3 - Removal

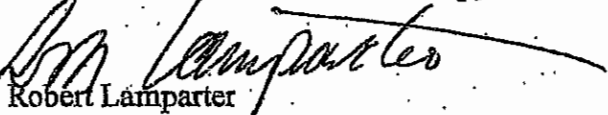
- A. Any Director may be removed from the Board, with or without cause, by a majority vote of the Association at a meeting held for that purpose.
- B. A Director that fails to attend three (3) consecutive meetings of the Board of Directors may be removed from the Board by a majority vote of the Board.
- C. A Director that fails to attend 75% or more of the meetings of the Board of Directors during a calendar year (January 1 - December 31) may be removed from the Board by a majority vote of the Board.
- D. In the event of death, resignation or removal of a Director, his/her successor shall be selected by the remaining members of the Board and shall serve until the next scheduled election. At the next scheduled election, the members of the Association are to elect a successor to serve out the unexpired term of the replaced Director.

FUTHER RESOLVED, that the amended By-Laws pertaining to Article V be effective on December 1, 2004 and to be used at the criteria for candidates for the Board in the 2005 election.

FUTHER RESOLVED, that the amendments stated in this Resolution be submitted to the members of the Association for approval at the next annual meeting of the members of the Association.

FINALLY RESOLVED, that the Co-Owners of Regime II be notified of this Resolution by mailing them a copy at their last know address of record and by posting a copy of the Resolution on the Bulletin Board in each Regime Building.

Certified to be a true and correct copy of the above Resolution.



Robert Lamparter
Secretary/Treasurer
Scottsdale Shadows Regime II
November 19, 2004

Approved by Note
Council of
Co-owners
Jan 05
Annual Meeting

SCOTTSDALE SHADOWS REGIME II, INC.
7800 E. Camelback Road
Scottsdale, Arizona 85251

Move In (2)
Move Out
Policy!

RESOLUTION

NON-REFUNDABLE MOVE IN/MOVE OUT FEE

WHEREAS the Board of Directors of Scottsdale Shadows Regime II at a Regular Meeting on October 18, 2004 expressed a desire to charge a Non-Refundable Move In/Move out Fee of \$75.00, payable to Scottsdale Shadows Regime II, Inc., for each move in and/or move out of a Unit in Regime II to be used to cover incidental damages to Regime Common Elements property during move ins and move outs:

NOW, THEREFORE, BE IT RESOLVED, by the Board of Directors of Scottsdale Shadows Regime II, Inc. in a lawful meeting assembled this 18th of November 2004, that pursuant to the authority contained in the governing documents, the following provisions, effective January 1, 2005, apply to any owner (seller) and new owner (buyer) and/or tenant moving into or out of a Unit in Regime II.

A Move Out is when a current owner/tenant vacates a Unit and moves his/her furniture and possession from the Unit. A move in is when a new owner/tenant takes possession of the Unit and move his/her furniture and possessions into a Unit.

The person moving shall schedule a move out or a move in at least five days before the move at the RCI Main Office.

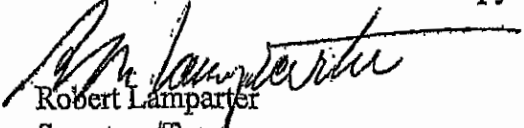
The person moving shall deliver to the RCI Administration Office two checks, each payable to Scottsdale Shadows Regime II, Inc.

1. **A NON-REFUNDABLE MOVE IN/OUT FEE:** A non-refundable move in/out fee in the amount of \$75.00 shall be charged to for each move in and/or move out of a Unit in Regime II to be used to defray the cost of wear and tear of the Common Elements of the Regime related to move ins/outs. This fund will be used to pay for the replacements of elevator protective pads, elevator floor and lobby protective coverings, semi-annual removal of scratches to elevator doors and interior finish, touch up painting of hall ways, 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 resulting from the move. If the Regime Board of Directors, RCI, or their designee determines that no significant damage has occurred, the deposit will be refunded. If damage has resulted, the cost of the repair shall be deducted and the remainder of the deposit, if any, 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 RESOLVED, that the Co-Owners of Regime II be notified of this Resolution by mailing them a copy thereof at their last known address of record and by posting a copy of this Resolution on the Bulletin Board in each Regime Building.

Certified to be a true and correct copy of the above Resolution.



Robert Lamparter
Secretary/Treasurer
Scottsdale Shadows Regime II
November 18, 2004

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Approved by Vote
of Council of Co-owners
Jan 05
Annual Meeting
M. Thomas
Pres.

SCOTTSDALE SHADOWS REGIME II, INC.
7800 E. Camelback Road
Scottsdale, Arizona 85251

Lease
Policy

RESOLUTION

(Revising Regime II Lease Policy)

WHEREAS Regime II Board of Directors at a Regular Meeting on October 16, 2004 and November 18, 2004 expressed a desire to revise the Regime II Policy on Unit leases to extend the lease period from no less than one month (30 days) to not less than three months (90 days, and

WHEREAS the Regime II Board of Directors deems it essential that the parties to any lease or rental agreement relating to residential property in Regime II be informed of their responsibilities under such lease or rental agreement:

NOW, THEREFORE, BE IT RESOLVED, by the Board of Directors of Scottsdale Shadows Regime II, Inc. (the Regime) in lawful meeting assembled this 18th day of November 2004, that pursuant to the authority contained in the governing documents, the following conditions and restrictions shall apply, effective December 18, 2004, to all apartment units leased or otherwise rented by Co-Owners of Regime II:

Co-Owners shall not permit their apartment units to be used for transient or hotel/motel purposes, nor shall any Co-Owner lease or rent less than the entire Unit or permit such lease or rental agreement to be signed or transferred, or the Unit to be subleased, without the Co-Owner's prior written consent, nor shall the Unit be used as a professional office, nor commercial enterprise. A Co-Owner may lease his/her Unit for a period of time of not less than three (3) consecutive months (90 days) to the same tenant. A Unit Owner may not lease his/her Unit more than once per calendar year.

All leases or rental agreements, regardless of the period of occupancy, shall be in writing and shall expressly provide that the terms thereof are subject to the provisions of the governing documents and the requirements of federal, state and local statutes and ordinances.

Any lease or rental agreement of Regime II's Units shall provide that the lessee (tenant) and other occupants of the Unit must comply with the no pet rules of Regime II. Any such lease or rental agreement also shall comply with the applicable provisions of the lease agreement currently in use by the Arizona Association of Realtors and the existing rules regarding maintenance of the premises and conduct of the lessee (tenant) and other occupants of the Unit and their guests and invitees.

A lease or rental agreement shall provide that the parties thereto agree jointly and severally to indemnify and hold harmless the Regime for any loss or damage arising out of, sustained, or in any way connected with the lease or rental of the Co-Owner's property. The lessee (tenant) shall procure and maintain, during the period of the lease or rental agreement, a standard "Renter policy" to protect the tenant against liability for personal injury, property damage, and normal insurance risks, including damages to other Units and the occupants thereof, and to the buildings and other common elements of the Regime. The tenant shall cause the Regime and Co-Owners of the Units to be named as additional insured on the insurance policy. The tenant shall keep the insurance in full force and effect during the term of occupancy and furnish satisfactory evidence of his/her/its insurance company that the required insurance is in effect.

All lessees (tenants) shall maintain their rented property in a safe and clean condition, and shall not in any way deface or damage any part of the leased premises or common elements of the Regime. Tenants shall supervise their family members, guests, invitees, and licensees and contractors to insure their compliance with Regime rules, regulations and applicable laws.

A violation of any terms and conditions referred to above, or failure to comply therewith, shall be deemed to be a material breach of the lease or rental agreement, and, in such event, the Regime may pursue any remedies available under the governing documents or statutes, in the discretion of the Regime Board of Directors. A signed copy of such lease or rental agreement shall be furnished to the Administration Office of Recreational Center, Inc. and to the Secretary of the Regime II Board prior to the date said lease or rental agreement becomes effective.

Concurrent with the delivery to the RCI Administration Office and to the Secretary of the Board of any lease or rental agreement, the Co-Owner shall pay to Regime II a lease processing fee of \$100.00 to cover the administrative and facilities costs incurred. Any Co-Owner who leases his/her/its Unit shall furnish the tenant a current copy of the Rules and Regulations of Scottsdale Shadows and a copy of this Resolution.


Co-Owners shall be liable to the Regime for any violation of the Regime's CC & R's, By-Laws, Rules and Regulations and the applicable federal, state and local statutes by the lessees, their family members and other occupants of the Unit, the lessee's guest, invitees, contractors and licenses. Any, and each, extension of the lease or rental agreement shall be subject to the lease processing fee of \$100.00, payable to Scottsdale Shadows Regime II, Inc.

FURTHER RESOLVED, that the conditions and restrictions pertaining to lease and rental of Units, as set forth above, shall apply, where applicable, to leases and rentals of restricted parking spaces and shall be subject to the provisions of the Regime CC & R's and the implementing policy of the Regime related to parking spaces.

FUTHER RESOLVED, that this Resolution extending the minimum period of a lease or rental agreement from thirty (30) days to three months (90 days), as provided above, is not intended to supersede or replace any of the governing documents, but is to augment them. If any part of the Resolution is determined to be invalid or unenforceable, all other parts thereof shall remain in full force and effect.

FINALLY RESOLVED, that the Co-Owners of Regime II be notified of this Resolution by mailing them a copy at their last known address of record and by posting a copy of this Resolution on the Bulletin Board in each Regime Building.

Certified to be a true and correct copy of the above Resolution.


Robert Lamparter
Regime II Secretary/Treasurer

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SCOTTSDALE SHADOWS REGIME II, INC.
7800 E. Camelback Road
Scottsdale, Arizona 85251
October 15, 2006

To: Regime II Co-Owners
From: Regime II Board of Directors
Subject: Assessment Delinquency Policy Effective October 15, 2006

On October 10, 2006 the Board of Directors of Scottsdale Shadows Regime II, Inc. approved a revised Assessment Delinquency Policy for Scottsdale Shadows Regime II, Inc. conforming with provisions of Senate Bill 1007 passed by the Arizona Legislative body during the 2006 legislative session and signed by the Governor.

This new law states that a home owners association may only foreclose an assessment lien if the owner has been delinquency for a period of one year or the delinquency reaches \$1,200, whichever occurs first. When determining the duration or amount of the delinquency, the association may not consider collection fees, attorney's fees, late charges or costs incurred with respect to the assessments.

SCOTTSDALE SHADOWS REGIME II, INC.
ASSESSMENT DELINQUENCY POLICY

1. When the assessment due on the first of each month is 15 days overdue, a late fee of 10% of the assessment will be charged and a late notice will be sent to the delinquent co-owner.
2. When the assessment is 45 days overdue, a warning letter from the Regime II attorney will be sent to the co-owner stating that unless the full amount due, including assessments, late fees, attorney fees, collection fees, and other costs incurred in collecting the late assessments, is received before the first day of the next month, a lien will be placed on the property.
3. When the total assessment due exceeds \$1,200 or the amount has been delinquent for over a year, the Regime attorney will proceed with procedures to foreclose on the property.

NOTE: Although costs incurred in collecting a delinquent assessment may not be considered in determining the amount of the delinquency, the co-owner incurring a delinquent assessment is responsible for paying all costs incurred by the Regime in the collection of the delinquent assessment.



Charles W. Thomas
President

Lhea Jacobs
Secretary

Fred Mead
Treasurer

Pearl Brettenschneider
Board Member



Scottsdale Shadows
REGIME II

February 11, 2008

Dear Scottsdale Shadows Regime II Co-Owner:

Recently, at the January 29, 2008 meeting of the Board of Directors for Scottsdale Shadows Regime II ("Association") the Board adopted a resolution whereby delinquent owners will be assessed a collection fee of \$15.00 per delinquency reminder notice sent by the Association. The Board of Directors adopted said resolution due to an increase in assessment delinquencies that have caused an increase in collection costs for the Association. *Please see a copy of resolution enclosed.*

Please be advised that the new delinquency notice fee will go into effect on March 1, 2008, (30) thirty days after the adoption of the resolution by the Board of Directors.

If you have any questions regarding the resolution please contact a member of the Association's Board of Directors.


Board of Directors
Scottsdale Shadows Regime II

Enclosure

**RESOLUTION OF THE BOARD OF DIRECTORS OF
SCOTTSDALE SHADOWS REGIME II**

On 1/29/08, at a meeting of the Board of Directors of Scottsdale Shadows Regime II, whereby a quorum of the members of the Board were present in person, a majority of the members of the Board adopted the following Resolution:

WHEREAS, it has come to the Board's attention that there has been an increase in assessment delinquencies and that due to the increase in delinquencies the Association has incurred an increase in collection costs.

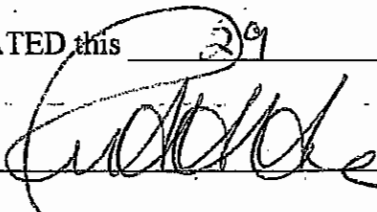
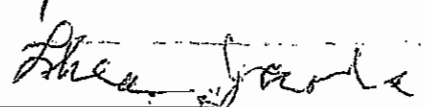
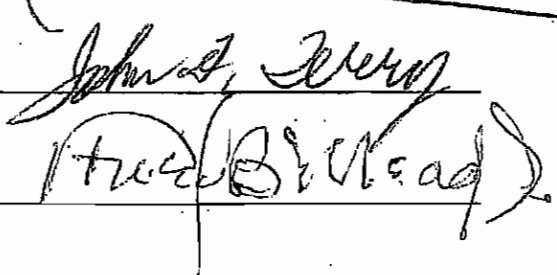
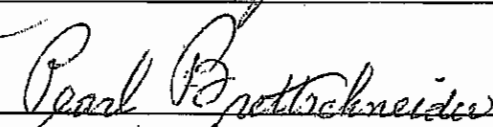
WHEREAS, pursuant to Article 2, Section 2.10 of the Association's Declaration Submitting Property to A Horizontal Property Regime and Declaration of Covenants, Restrictions and Conditions recorded at Docket No. 9524, page 73, official records of the Maricopa County Recorder's office, the Association's Board of Directors may adopt Rules and Regulations regarding the regulation and operation of the Association.

WHEREAS, the Board desires to adopt a rule whereby delinquent owners will be sent notice of delinquency and charged a fee of \$15.00 per delinquency reminder notice sent by the Association to the delinquent member.

THEREFORE, be it resolved that the Board of Directors at their meeting on 1/29/08 directed and authorized the Board to:

Charge a \$15.00 collection fee per delinquency notice sent by the Association to a delinquent homeowner.

DATED this 29 day of January, 2008.

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1/30/01

SCOTTSDALE SHADOWS REGIME II, INC.
7800 E. Camelback Road
Scottsdale, Arizona 85251
January 30, 2001

RESOLUTION OF BOARD OF DIRECTORS
OF
SCOTTSDALE SHADOWS REGIME II, INC.

Upon motion duly made, seconded and carried, the following resolution of the Board of Directors of SCOTTSDALE SHADOWS REGIME II, INC. was adopted on January 18, 2001.

RESOLVED that the Board declares that the Association, acting through its Board of Directors, proclaims to the public-at-large that said Association has no intention of taking any action to enforce the age restrictions in Section 2.1b of the Declaration of Horizontal Property Regime and Declaration of Covenants, Restrictions and Conditions in regards to SCOTTSDALE SHADOWS II being an adult-only community and restricted to people of certain ages and further proclaims that children of all ages may be residents within SCOTTSDALE SHADOWS II,

Board of Directors
Scottsdale Shadows Regime II, Inc.

John Roth
John Roth
Lhea Jacobs
Lhea Jacobs

Charles W. Thomas
Charles W. Thomas
Lillian Weitzenkorn
Lillian Weitzenkorn

Pearl Brettschneider
Pearl Brettschneider