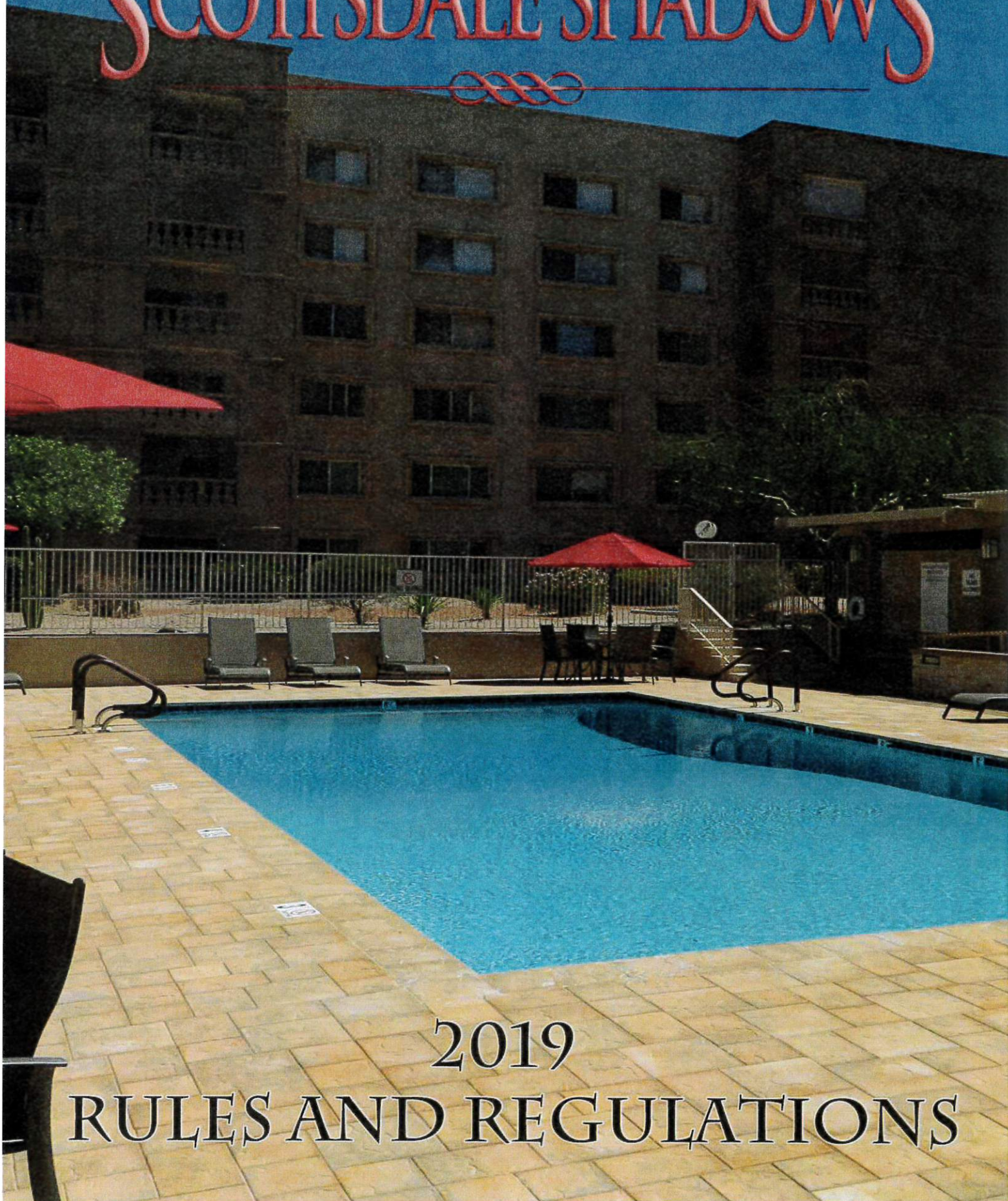


# SCOTTSDALE SHADOWS



2019  
RULES AND REGULATIONS



## PREFACE

The quality of a condominium community is maintained through enlightened implementation of its governing documents, including its rules. Where residents live near each other and share common facilities, a well-defined system serves to protect the value, desirability and attractiveness of the property and to provide a safe and congenial neighborhood.

When Scottsdale Shadows was *developed*, rules were established by Recreational Center Inc. (RCI) and the various Associations, as required by the governing documents, to provide for the operation and maintenance of the common properties and facilities, as well as some aspects of the conduct of the Co-Owners, Tenants and Guests. Scottsdale Shadows is a residential community with some recreational facilities. No commercial businesses are allowed in common areas/elements. No solicitation is allowed as well. THIS DOCUMENT REPRESENTS THE LATEST COMPILATION AND REVISION OF THESE RULES. IT IS NOT INTENDED TO SUPERCEDE OR REPLACE ANY RCI NOR ASSOCIATIONS GOVERNING DOCUMENTS BUT RATHER TO AUGMENT THEM.

The Community known as Scottsdale Shadows consists of RCI (owns and maintains all the Common Areas and serves as the Management Company to each of the Associations), together with Seven (7) Independent Associations (HOAs), Associations I-VII. Each Association owns its building(s) and Common Elements. RCI and each of the Associations maintains its own Board of Directors and Officers. While each of the Associations maintain their independent autonomy, as does RCI, these Rules take into consideration the independent Rules of the respective Associations, as well as those Rules that apply to everyone living in, or visiting Scottsdale Shadows. These rules have been designed to be applied with equal effect on all residents and guests.

The RCI Rules Revision (Committee) has completed an exhaustive and extensive review of the current Rules and Regulations. The Committee has taken into consideration the legal opinion rendered by Counsel for RCI pertaining to the autonomy of the Associations over their respective properties, and its impact upon the format of the Rules as previously published. The Committee has also considered Co-Owner recommendations and suggestions, as well as those of the General Manager, in preparing its recommendations. Because of said legal opinion and the recommendations and suggestions, these Rules have now been broken down into two distinct categories; (1) Rules pertaining only to property owned by RCI, (2) Rules pertaining only to property owned by the respective Associations. In addition, Rules pertaining to each individual Association are included separately in this document, under the chapters pertaining to said individual Association. Any current or new Co-Owner shall be given a copy of these Rules, together with only those Rules that apply to the Associations in which their Unit(s) is or are located.

THIS DOCUMENT REPRESENTS THE FINAL COMPILATION OF ALL SUCH RULES, WHICH HAVE BEEN APPROVED AND RATIFIED BY RCI, AND EACH OF THE INDIVIDUAL Associations. THESE RULES SHALL BECOME EFFECTIVE, BY RESOLUTION OF THE VARIOUS BOARDS OF DIRECTORS AS OF 2019.

Should there be any conflict between any of the By-Laws or Rules contained in the RCI portion herein, and the CC&Rs, By-Laws and Rules of a specific Association, the Rules of the specific Associations shall govern and take precedence, except that any Rule pertaining to property owned by RCI shall be governed by the Rules pertaining to RCI, and shall supersede any Associations Rule that may be in conflict therewith.

*If a Rule set forth in the Section Entitled:*

*(Pertaining to Common Areas/RCI Employees, etc.)*

contains language referring to an Associations or Common Elements as to its applicability, it means that all the individual Associations have agreed to its inclusion in said Section and consent to the enforceability of said Rule(s) by RCI.

In these Rules, whenever the context and circumstances require, the masculine gender includes the feminine and/or neuter, and a singular number includes the plural. Unless the context indicates otherwise, "RCI" or "Associations" means and shall include the applicable Board of Directors, Officers and other authorized agents, and for approval purposes, shall mean the majority vote of a quorum of the applicable Board of Directors. The terms "Apartment Unit", "Apartment", and "Unit" are used interchangeably, and whenever a Rule, regardless of the Section in which it appears, refers to, or governs RCI or an Association it shall be given full force and effect.

The RCI Board of Directors and each Association Board reserves the right to alter or modify, by addition or deletion, any Rule which applies to the Board's jurisdiction. Such changes shall become effective, however, only after having been disseminated to those to whom it will apply. Notwithstanding the foregoing reservation, each of the Associations and RCI recognize the need to maintain a degree of consistency and unanimity about the Associations and RCI Rules, and the effect any change(s) may have with respect to enforcement, as well as creation of potential hardship on staff in terms of enforcing same. Accordingly, while maintaining autonomy, each Board shall make every effort, when contemplating any modification to its Rules, to consider the effect such change may have on the staff and community.

## **DEFINITIONS**

**As used herein unless the context otherwise requires:**

- A. "Amenities and Recreational Facilities" means the resources, including land, buildings, equipment, and other property now or hereafter acquired, owned, managed and maintained by RCI and the Associations for the common use, convenience and enjoyment of the Residents of Scottsdale Shadows and their guests.**
- B. "Apartment Unit" (hereinafter sometimes referred to as Unit) means an apartment in an Association at Scottsdale Shadows designed and intended for independent use as a residence, including the patio or balcony serving such apartment and owned parking space(s). Reference is made to the Declaration of Horizontal Property Associations and Declaration of Covenants, Conditions and Restrictions (CC&Rs) of each of the seven Associations for a more detailed description of the Units and their locations within the buildings of the Associations.**
- C. "Articles of Incorporation" means the instrument by which RCI and the incorporated Associations are formed and organized under the statutes of the State of Arizona, as *may be* amended from time to time.**

- D. “Association or Associations (HOA) means an Associations existing by a recorded Declaration of Covenants, Conditions and Restrictions, (CC&Rs) including amendments thereto, and comprised of a Council of Co-Owners in which title to the Common Elements of the property is vested. Unless otherwise provided, the Associations shall mean, and include, its Board of Directors, Officers and other authorized agents.**
- E. “By-Laws” means the code of rules adopted by RCI or the Associations for the internal regulation, management and control of their affairs. *Please note that RCI and the individual Associations have independent By-Laws.***
- F. “Co-Owner” means one or more persons, jointly and severally, in whom is vested all or part of the legal title to any Apartment Unit or (where required by the Declarations of an Association) an Association garage parking space at Scottsdale Shadows.**
- G. “Common Areas” means all the real and personal property now or hereafter owned and maintained by RCI, its successors and assigns, for the common use and enjoyment of the residents of Scottsdale Shadows.**
- H. “Common Elements” means an Association’s “general common elements”, as that term is defined in the Arizona Revised Statutes, including without limitation the Association’s land, buildings, laundry, storage, mechanical rooms, central air conditioning/heating systems (excluding any portion of such system which exclusively serves each Unit), parking spaces *owned by the Association*, entryways, landscaping of the Common Elements, and all other portions of the Association.**
- I. “Complainant” means any person who files a complaint alleging that a violation of the *RCI or Associations documents* has occurred.**
- J. “Condominium Documents” means the Declaration of Horizontal Property Associations and Declaration of Covenants, Conditions and Restrictions (CC&Rs) of each Association, the Articles of Incorporation, By-Laws, and Rules and Regulations of RCI and the Associations, including the Rules herein set forth, as *may be* amended from time to time, including any documents required by the City or State.**
- K. “Holidays” at Scottsdale Shadows are New Year’s Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the day after Thanksgiving and Christmas Day.**
- L. “Invitees, Licensees and Guests” means all persons on the premises of Scottsdale Shadows, except those defined in paragraphs F and P hereof.**
- M. “Parking Space” means each of the separate *underground* Associations parking spaces in the underground parking garages of *an* Association or in any outside *RCI Common Areas* established from time to time.**
- N. “Person” means a natural individual, corporation, partnership, trustee, or other entity capable of holding title to real property.**

- O. **“Recreational Center, Inc”** (hereinafter referred to as **“RCI”**) is a not-for-profit corporation organized and existing under and by the laws of the State of Arizona. RCI owns and maintains the Common Areas of Scottsdale Shadows and acts as the Managing Agent for each Association under contract.
- P. **“Resident”** means (1) a Co-Owner who resides in a Unit, (2) a person who resides full time in a Unit and is registered with RCI, or (3) a lessee who occupies such Unit under a *valid* lease or other rental agreement on file in the RCI office.
- Q. **“Respondent”** means a Person who is charged with violating any provision of the *RCI or* Associations Documents, including the published rules.
- R. **“Rules Enforcement Committee”** is a permanent committee established by the RCI Board of Directors to hear complaints of violations of the RCI or Associations Documents, to make findings, and apply sanctions, if warranted.
- S. **“Sanctions”** mean the penalties, monetary and otherwise, imposed against a Person who has violated any provision of the *RCI and/or* Associations Documents.
- T. **“Scottsdale Shadows”** refers to the Condominium Community located Geographically on the North-West corner of Hayden and Camelback Roads, Scottsdale, Arizona, and consisting of Seven independent Horizontal Property Associations, herein referred to singularly as an “Association” or collectively as “Associations”, together with all of the Common Elements owned by such Associations, as well as the Common areas owned by RCI, together with all of the Residents who reside in the Units located within the Associations. Said Residents, when in good standing, are entitled to the use and enjoyment of the Amenities and Recreational Facilities of the Community.
- U. **“Sponsoring Resident”** means a Resident of a Unit who invites a person to be his guest to use the Amenities and Recreational Facilities of Scottsdale Shadows and who, by doing so, shall assume responsibility for the actions and conduct of his Invitees, Guests, and Contractors. Such Sponsoring Resident agrees to reimburse RCI and/or the Association or Associations for any damage caused by his Invitees, Guests, and Contractors to the facilities, personal property, equipment, land and/or buildings, Common Areas of RCI or Common Elements of the respective Associations.

## SECTION-1 RCI RULES AND REGULATIONS (Pertaining to Common Areas/RCI Employees, etc.)

### 1. “IDENTIFICATION CARDS FOR RESIDENTS AND FACILITY PASSES FOR GUESTS”

- A. Each Resident of Scottsdale Shadows shall be issued an identification (ID) card by RCI. A valid ID card must be in the Resident’s possession when such Resident uses RCI bus transportation or any of the Amenities and Recreational Facilities of Scottsdale Shadows, and shall be shown to a Community Service Officer, the RCI Manager, or designee, upon request. Whenever a Resident does not have a valid ID card in his possession and such residency cannot be validated, he must leave the Amenity or Recreational Facility until he has obtained or can produce a valid card. ID cards for Tenants shall expire at the end of the lease or for Owners upon the sale or transfer of the Unit.
  
- B. Guests may use the Amenities and Recreational Facilities only if they have a valid Facility Pass in their possession, and the Unit Owner and/or Tenant, jointly and severally, as the case may be, shall remain liable for the conduct of said Guest(s). All Guests shall be subject to all Rules and Regulations pertaining to the use of the Amenities and Recreational Facilities of Scottsdale Shadows.
  - I. Each sponsoring Resident shall provide his Guest(s) with a valid Facility Pass which entitles the guest to the use of any of the Amenities and Recreational Facilities on the days reflected in the pass. Facility passes may be issued for an initial period not to exceed one week (7 days) and may be renewed. The Facility Pass must be in the Guest’s possession when such Guest uses any of the Amenities and Recreational Facilities, and must be shown to a Community Service Officer, the RCI Manager or designee, upon request.
  - II. No ID Cards or Facility Passes shall be issued to persons under the age of 16 years. However, when using the Amenities or Recreational Facilities individuals under the age of 16 must be accompanied and supervised by an adult Resident with an ID card or an adult Guest with a valid Facility Pass.
  - III. Residents shall pay the cost, as set by the RCI Board, of replacing lost ID cards and Facility Passes. Worn out ID Cards or Facility Passes will be replaced free of charge.
  - IV. The cost for replacement of a Bar Code is as set by the RCI Board.

### 2. “TRAFFIC IN AND THROUGH SCOTTSDALE SHADOWS”

- A. The RCI Community Service Officers are responsible for monitoring all traffic entering Scottsdale Shadows. All vehicular traffic entering Scottsdale Shadows must receive clearance from the Gatehouse before proceeding.
- B. Only Residents of Scottsdale Shadows who park their cars in the garage or on site may be issued a Bar Code Decal and have it installed on their vehicle which shall allow them to use the right-hand lane upon entry. The Bar Code stickers must be affixed to the vehicle by an employee of RCI. Residents must show their Scottsdale

Shadows I.D. card, proof of ownership by car registration and their valid driver's license. A Unit Owner's immediate family member, permanently residing in an Owner's Unit shall also be entitled to receive a Bar Code Decal upon proof of such relationship and residency. Residents may obtain from Community Services Gatehouse; temporary vehicle passes which will permit their Guests and other family members to access the property. All vehicles, other than those issued decals, must use the left-hand lane for entry. In addition to the foregoing all vehicles entering Scottsdale Shadows, except for taxi cabs and the like, UPS, FedEx, and other such delivery vehicles, shall be issued a Day Vehicle Pass, containing the date of entry and the Building and Unit Number. Such Day Vehicle Pass shall be prominently displayed in the driver's side windshield while such vehicle is parked in the Shadows.

- C. Upon the sale of a Unit or the expiration of the term of a lease, the Related Bar Code Decal will be electronically deactivated. It is the responsibility of the landlord to renew the barcode of tenant before the lease expires.
- D. Residents must obtain from Community Services a Guest Vehicle Pass for all Guests having a vehicle at Scottsdale Shadows. Such pass must be prominently displayed in the front windshield or suspended from the rear-view mirror of the vehicle while the vehicle is on RCI Common Areas. Such pass shall contain a date on which the pass is due to expire.
- E. All contractors shall be permitted access to Scottsdale Shadows
  - I. Only after the Co-Owner of the Unit in which the contractor is to perform service has notified Records and Registration Office of the arrival of such contractor, and such Contractor of Unit Owner has filled out the required registration form. In the event such notification has not been provided by the owner, and the required form not filled out, the owner shall be required to stop in at the Administration Office and complete the required paperwork prior to entry into the Unit.
  - II. All Brokers and Agents entering Scottsdale Shadows to place or remove a lockbox, sell, lease, or show a Unit or Units, or tour the property, and all inspectors, appraisers, and the like, who wish to gain entry into a Unit, shall be required, upon entry, to complete the required form at the Gatehouse which will allow access to the community or lockbox cabinet. The required forms may be completed in advance and handed to the Gatehouse upon entry, in which case the Gatehouse shall provide entry to the community or lockbox cabinet.
  - III. Brokers, agents, and others seeking entry for showing, inspecting or appraising Units may do so between the hours of 8:00 AM and 7:00 PM, daily. The hours mentioned above applies to brokers who are owners of Scottsdale Shadows as well.
- F. Any vehicle parked on a Common Area or any of the RCI outside parking areas located in Scottsdale Shadows, on which either a Bar Code Decal, Guest Pass, or Day Vehicle Pass, is not prominently displayed, may be removed at the owner's expense.

### 3. "SAFETY PRECAUTIONS"

For reasons of safety:

- A. The maximum speeds on the streets of Scottsdale Shadows is limited to 15 miles per hour.
- B. Roadways have been designated and marked as **one-way** streets.
- C. Shortcuts through an underground garage (cutting through) are strictly prohibited.
- D. Unsafe operation of a motor vehicle on Scottsdale Shadows property is strictly prohibited.
- E. Avoidance of speed humps is strictly prohibited.

#### 4. "KEY CONTROL – SECURITY PROCEDURES"

- A. Residents are strongly encouraged to deposit keys to their Apartment Units at the Community Service Office for emergency entrance. The bases for emergency entries include Residents, who have locked themselves out, and certain Associations and Associations agent rights-of-entry, as are allowed by the Condominium Documents. If an emergency occurs and a key is not readily accessible to a Community Service Officer, the Co-Owner is responsible for repair costs resulting from entry.
- B. When a Resident turns in, checks out, or returns keys to the Community Service Office, he shall sign in on the Resident Key Control Card.
- C. All keys delivered to the Community Service Office will be kept in a locked key box by the Community Service Supervisor or his designee.
- D. Keys shall not be issued to Residents without *proper* identification.
- E. Community Service Officers may not accept a key from anyone for delivering it to another person, nor will any key be given to any broker, agent, or any third party. Keys will only be given by the Community Service Office to the Owner of the Unit, or a duly registered Tenant, during the term of the tenancy.

#### 5. "CONTRACTORS, VENDORS AND DELIVERY OF ITEMS"

- A. Not less than 24 hours prior to any move in or move out, or delivery of a large item (the term "large item" shall be defined to mean any item that is too large to be hand carried by one person) or a vendor starting a scheduled and properly documented and authorized, work project, Residents shall notify the Administration Office and the Community Service Office. Prior to any move into or out of a Unit by a Co-Owner or a Tenant, the person moving shall deliver to the Administrative Office a refundable security deposit, in an amount required by the respective Associations, to be used to defray the cost of repairing any damage to the Common Areas or Common Elements resulting from the move. If the Associations Board of Directors, RCI or their respective designee determines that no damage has occurred, the deposit will be refunded. (Certain Associations require a non-refundable deposit as well).
- B. Moves will be scheduled Monday through Friday from 8:00 AM until 7:00 PM and on Saturdays moves vary by Associations. After 7 PM the vehicle must be removed from the property. There will be no deliveries or move in or outs of Scottsdale Shadows on Sundays or Legal Holidays. Store deliveries will be accepted Monday through Saturday 8:00 AM to 7:00 PM only. (Note: delivery of any medical equipment or supplies, which constitute a medical necessity, shall not be subject to the foregoing restrictions.) Excluded from the above restrictions are delivery services such as USPS, UPS, FedEx, Emery, DHL, etc, as well as any police, fire or other emergency vehicles.
- C. Owners are responsible for the actions and conduct of their movers, installers and contractors, including any damages that may be suffered by RCI or an Association, and shall acquaint them with these Rules.

#### 6. "MISCELLANEOUS SAFETY/LIABILITY RULES"



- A. RCI Common Areas has streams and ponds that are not fenced or otherwise enclosed. All persons are prohibited from swimming, fishing, feeding birds, boating or loitering near the banks of these unenclosed bodies of water.
- B. Any person, or group of persons using any of the facilities as stated in

these rules hereby indemnify and holds harmless, RCI, its Officers, Directors, agents, servants and employees free and harmless from any act or omission occurring on RCI property that may be associated with the use of any of the Common amenities, unless RCI, its Officers, Directors, agents, servants or employees, in some manner, have caused or contributed to such injury.

- C. Relatives or Guests under the age of 16 years may use the art room provided they are accompanied by and are under the supervision and control of a responsible adult Resident or Guest. Relatives or Guests under the age of 16 years may not use the facilities of the woodworking shop and ceramics room due to safety factors, unless they are accompanied by and are under the close supervision and control of a responsible adult Resident or Guest who is knowledgeable in the use of the equipment contained therein. In addition, a release of liability form properly executed by the responsible adult shall be filed with the RCI Community Service Office prior to the use of the facilities. Woodshop identification cards are required for use and must be obtained at the Administration Office.
- D. Skateboarding, roller skating, roller-blading, electric/gas scooters, or other non-street worthy conveyances are prohibited on the RCI Common Areas except that bicycling is permitted on the streets and handicap vehicles or motorized wheel chairs are allowed according to law. Bicycles must follow flow of traffic and must be ridden counter clockwise. If a bicyclist goes in the opposite direction of traffic, they shall be required to walk their bike. The operation of drones is prohibited on the RCI and Associations common areas.
- E. No alcoholic beverages shall be consumed on the RCI Common Areas except at RCI sponsored events, or room rentals with proper notification.
- F. If a private party sponsors an activity, with the consent of the Activities Director and General Manager, the private sponsor shall provide private insurance for liability and personal injury for Scottsdale Shadows Residents, Officers and Directors of RCI and the Associations and Guests in amounts to be determined from time to time by the RCI Board of Directors. The Resident shall submit a copy of the proper documentation to the Activities Director twenty-four (24) hours before the event. Tenants are required to have owner approval when a room rental has been requested. A Special event liability policy is required when reserving a room for 30 or more people, or when serving alcohol.
- G. Lockers at Pool 1 are available for daily use of a Resident and may be used on a first come-first serve basis. A yearly locker rental for a fee, may be available upon written application to the Activities Director and such assignment shall be valid for one year from the date of assignment, at which time additional written application must be made. The fact that a locker was assigned for a year does not guaranty its re-assignment. Any property left in a locker that has not been used for a period of six months shall be subject to confiscation by RCI upon RCI giving at least seven days written notice to the  
  
person(s) occupying said locker. If the locker is not emptied within said 7-day period RCI shall have the discretion and right to confiscate the property contained in said locker.
- H. Conduct in connection with the use of all Amenities including pool, golf

course and tennis courts shall be further governed by posted Rules. These Rules will have the same force and effect and will be subject to the same sanctions and monetary and other penalties as if fully set forth herein. Multiple incident reports given to one resident could result in loss of rights and or privilege to use one or all the amenities at Scottsdale Shadows. Maximum number of guests permitted per resident is: Golf=7, Tennis=9, Pool=7.

## 7. “WASHING AND REPAIR OF VEHICLES”

Only automobiles belonging to Residents, Guests and RCI vehicles may be washed and cleaned in the space on the Common Areas designated by RCI for that purpose. Except for emergency repairs, no repairs or commercial detailing of automobiles or other vehicles shall be made on the Common Areas. No commercial repairs of vehicles shall be made on property except for battery replacement. Detailing and window repair are permitted.

## 8. “PROHIBITED PARKING”

- A. Parking in any fire lane, designated handicapped parking space without an appropriate permit, or in a Co-Owner’s space without the Co-Owner’s or Resident’s permission or in violation of any posted parking rule or regulation is prohibited. Parking on the streets and parking lots is permitted only for emergency vehicles and for service vehicles, trucks and moving vans. Guest may park in RCI parking lots.
- B. Abandoned vehicles are prohibited in all RCI parking areas. A vehicle shall be deemed to be abandoned when no RCI Bar Code or current vehicle pass is displayed thereon or the vehicle is left standing continuously for more than ten (10) days (240 hours) from the date said vehicle is first observed by an RCI Community Service Officer.
- C. No recreational vehicles, including but not limited to boats, motor homes, off-road vehicles, trailers, wagons, campers, aircraft, vehicles licensed for commercial uses, or any other similar motorized or non-motorized vehicles may be parked in any of the RCI parking areas overnight. “Recreational Vehicles” (RV) shall include vehicles utilized primarily for

*sporting purposes, or which provide the capacity for a person or persons to sleep therein, or which contain or could contain propane or other such fuel for uses other than powering the vehicle for movement, dirt bikes, motorcycles intended primarily for off road use, golf carts, buggies, and convenience units for any types of vehicles described in this paragraph. In the event of any question as to whether a vehicle is an RV as that term is used herein, the decision of the RCI Board shall be conclusive.*

- D. No vehicle parked overnight on the RCI Common Areas may display a commercial sign of any kind.
- E. “PODS” may be left overnight in an RCI above ground parking area, provided that RCI has given prior written permission. For the purposes of these Rules and Regulations, the term POD shall be defined to mean a container, not to exceed 16 feet in length, no higher or wider than 8 feet, that is used for moving furniture and furnishings, delivered by cab, and picked up by cab the next day (not more than 24 hours after the POD is dropped off). Under no circumstances shall such POD be left in an approved RCI Common Area for a period of more than 24 hours, or more than one overnight. The location of the POD shall be determined in the sole discretion of

the Community Service Department of RCI. The Community Service Department must be notified, in writing, at least 72 hours prior to the POD being delivered and left on the premises. A \$200.00 refundable deposit, either in cash, or by check made payable to the order of RCI, shall be delivered by the Resident to the RCI Administration Office at least 72 hours prior to the POD being delivered. Said deposit will be returned upon the POD being removed from the Common Areas of RCI within the prescribed 24-hour period. In the event the POD is left for a period longer than 24 hours, the said deposit shall be forfeited. An additional sum of \$200.00 shall be paid to RCI for each day or portion thereof that the POD remains on RCI property beyond the initial 24-hour period.

- F. A vehicle parked in violation of this Rule may be towed away at the violator's expense, in addition to all other rights and remedies available, including sanctions.
- G. No vehicle of any type parked in any of the RCI parking areas shall occupy more than one parking space, except as may otherwise be provided herein or authorized by RCI.
- H. All vehicles parked on RCI property, must have current license tags.

#### 9. "RESTRICTIONS ON PETS/SERVICE ANIMALS/COMPANION ANIMALS"

- A. Dog Rules – The following is applicable to all dogs present on property.
  - I. All dogs when outside an owner/resident's condominium unit must always be leashed and under control.
  - II. Each Association is at liberty to control the transport of non-ADA dogs within the boundaries of their Association.
  - III. All dogs must be registered with RCI and obtain a red tag to be worn by the dog to prove registration needs were met.
- B. Pet Dogs – A pet dog is defined as a dog that is neither a service dog, nor an emotional support dog. The following rules apply to pet dogs.
  - I. Pet dogs are permitted in Associations IV and VII.
  - II. NO pet dogs can be more than 20 lbs.
  - III. No vicious or dangerous animal shall be kept within Scottsdale Shadows.
  - IV. A pet dog may walk on RCI streets only, as an exception, a pet dog may walk within 30 feet of the bins provided in the defecation areas to relieve itself. The owner of the pet dog must collect the fecal matter in a plastic bag and place it in the provided bins immediately. A pet dog may only defecate within 30 feet of the described bins.
  - V. No pet dog shall be a nuisance which includes but is not limited to excessive barking or howling.
  - VI. A pet dog cannot accompany its owner or owner's agent to non-pet friendly Associations or to RCI buildings and facilities including but not limited to the Art Room, Woodworking, Tennis courts and pools.

#### 10. " PRIORITY OF AMENITIES AND RECREATIONAL FACILITIES"

- A. Residents and Guests may use all RCI Amenities and Recreational Facilities when available, unless the same have been previously reserved.
- B. When there are competing requests to use the same facility, the following prioritization shall apply:

- I. Meetings of RCI, the RCI Board, an RCI Committees**
  - II. Meetings of Associations, Associations Boards and Associations Committees**
  - III. RCI sponsored activities and events**
  - IV. One-Time Associations sponsored activity**
  - V. Resident sponsored established group activity**
  - VI. One-Time Resident group activity**
  - VII. Resident sponsored commercial private parties are not permitted**
  - VIII. Non-residents shall not be entitled to reserve RCI facilities for any reason**
- C. THIS PRIORITY SCHEDULE SHALL PREVAIL UNTIL ONE PARTY CONCLUSIVELY SCHEDULES OR RESERVES THE ROOM OR FACILITY.

## 11. “USE OF COMMUNITY ROOMS”

- A. Use of the rooms listed in this Rule is restricted to Residents of Scottsdale Shadows and Guests.
  - I. The following rooms are designated as Community Rooms and are available for table games and other activities and are open from 7:00 AM to 11:00 PM daily: Cholla Room, Saguaro Room and the Navajo (Ping Pong/TV/Billiard) room.
  - II. The Library and Business Center are open from 7:00 AM to 11:00 PM.
  - III. The Pima room is reserved for use of RCI and the Associations, as well as for meetings of the RCI and Associations Boards and Committees, unless otherwise authorized by the RCI Manager.
  - IV. Rooms for ceramics, woodworking, arts & crafts are available for use from 7:00 AM to 11:00 PM daily. Because of safety requirements, access to these rooms must be obtained from the Community Service Office. In addition, anyone wishing to use the woodworking room must first sign a waiver and hold harmless agreement to be provided by the Community Service Office. Training is required for use of the large saw.
  - V. The Lounge shall not be accessible except with the prior approval of the RCI Manager or when reserved for RCI or Associations sponsored events, for formal group activities or private parties. Priority flexibility shall be determined by the RCI Manager.
  - VI. Use of a Community Room may be arranged through the Activities Director.
- B. The use of tobacco in any form in any of the RCI facilities is strictly prohibited. This provision follows Arizona State law.
- C. No beverages shall be consumed in the Woodshop, Business Center, or areas in the Library, nor placed on any pool table or table tennis table.

## 12. “GROUP AND PRIVATE PARTIES”

- A. RCI offers Residents different locations for group and individual private parties: The Lounge, Navajo Room, Pima Room, Saguaro/Cholla Rooms, and the Pools, except for Pool 3 (the domed pool). The Activity Director is responsible for approving, reserving and scheduling the use of these Amenities and facilities.

- B. Reservations should be made as early as possible, but no later than five (5) days before the date requested. Making a request does not ensure that the Facility or Amenity will be available for use. Any such use is subject to the priorities set forth in Rule "10" and the balance of these Rules. Each request must be accompanied by the appropriate refundable security deposit to ensure that the premises and equipment are returned in the same clean, sanitary condition and state of good repair as they were before the event. The amount of time requested must include that needed to set up, break down and clean up. Liability Insurance will normally be required for private/group parties held on premises and can easily be obtained from your insurance agent. The amount and nature of the required insurance coverage will be as determined from time to time by the RCI Board of Directors.
- C. The RCI Manager shall make the final decision about conditions of cleanliness and repair as well as what additional funds, if any, are owed by the Sponsoring Resident. If the security deposit is determined to be insufficient, the Resident shall reimburse RCI the amount of that deficiency within ten (10) days from the date of written notification to the Resident of such deficiency. A claim for any unpaid dollar amount will be enforced in the same manner as any other unpaid account payable with respect to the Resident and applicable Unit, in addition to all other rights and remedies available, including sanctions, and monetary or other penalties.
- D. The Facilities may only be used for a lawful purpose. Sale of alcoholic beverages is prohibited. Use of the Facilities by any individual or for any purpose not specified in the approved request is prohibited. Violation of any provision of this paragraph shall result in the automatic forfeiture of the security deposit and shall subject the violator to all other rights and remedies available including sanctions and monetary and other penalties.
- E. The Facility Pass requirement shall be waived for Guests attending private or group parties held at RCI Facilities.
- F. Venue Specific Requirements
- I. A request for exclusive private use of the Lounge requires a non-refundable cleaning fee, and a refundable security deposit, as determined by the RCI Board of Directors, and shall be paid by two separate checks made payable to the order of RCI. Lounge furniture including tables and chairs are available. Access to the kitchen is permitted; however, the kitchen may not be used for cooking, and the stoves may not be used. The microwave and one side of the Refrigerator and the ice machine may be used. Use of the kitchen is mainly for storage and unpackaging and layout of goods. Anything unique, including linens, china, glassware, serving utensils and pots or pans, must be provided by the Resident. Music must also be provided by the Resident. Party sizes are limited to 154 people. Parties must be concluded by twelve midnight. Use of the sound system, TV or any other electronic equipment located in the Lounge is prohibited, unless granted in advance by the RCI Manager and set up by an RCI staff member.
  - II. A Request for exclusive use of each of the Community Rooms requires a non-refundable clean up fee and a refundable security deposit as determined by the RCI Board of Directors. The room assigned will be based on the Fire



Marshall's determination as to the capacity which the room may safely hold. Functions must conclude by twelve midnight.

- III. A Request for exclusive use of a barbecue area adjacent to a pool may be made provided that the pool shall always remain available for the use of Residents and Guests. Such request requires a non-refundable clean up fee and a refundable security deposit, as determined by the RCI Board of Directors. Exclusive private use of a barbecue area adjacent to a pool is limited to a maximum three (3) hour period determined in the request. Request for exclusive private use of Pool 3 will not be accepted. Approval of requests for barbecue areas of Pool 1 or Pool 2 will be based on the number of guests. A request for exclusive private use of the barbecue area adjacent to Pool 1 will not be approved if the number of guests is less than fifteen (15) or more than the legal capacity. A request of exclusive private use of the barbecue area adjacent to Pool 2 will not be approved if the number of guests is less than eight (8) or more than fifteen (15). Only one adjacent barbecue area to a pool may be reserved for exclusive private use at the same time. Exclusive private users of a barbecue area adjacent to a pool are subject to the appropriate sections of Rule "13" and to the Rules posted at the pool.

### 13. "SWIMMING POOLS, JACUZZIS, SAUNAS AND EXERCISE FACILITIES"

- A. Use of the pools, Jacuzzis, saunas and exercise facilities is restricted to Residents of Scottsdale Shadows and their Guests.
- B. Residents and Guests under the age of 16 years may use these Amenities and Facilities provided they are accompanied by and are under the *direct* supervision and control of an adult Resident or Guest, except in the men's and woman's gyms where anyone under the age of 18 must be accompanied by and under the direct supervision and control of an adult Resident or Guest.
- C. No lifeguard is provided at the pools and Jacuzzis. All persons using the pools, Jacuzzis, and other facilities do so at their own risk.  
Removal of furniture or equipment from the pool areas is prohibited.
- D. FOR REASONS OF HEALTH, ALL PERSONS WITH INFECTIOUS OR OPEN SORES OR WHO ARE UNABLE TO CONTROL THEIR BODILY FUNCTIONS ARE PROHIBITED FROM USE OF THE POOLS AND JACUZZIS. IT IS STRONGLY SUGGESTED THAT YOUNG CHILDREN AND PREGNANT WOMEN DO NOT USE THE JACUZZI FOR HEALTH REASONS
- E. Unruly conduct or conduct of any kind which is disturbing to other swimmers or persons, or other Residents using the pools or facilities adjacent to the pools is prohibited.

### 14. "BILLIARD ROOM AND TABLE TENNIS FACILITIES"

- A. Use of the Billiard Room and Table Tennis facilities is restricted to Residents of Scottsdale Shadows and Guests. When using these facilities, Residents shall have an Identification Card in their possession and a Guest shall have a Facility Pass in his possession.
- B. Residents and Guests under the age of 16 may use the billiard table and table tennis tables provided they are under the supervision and control of a responsible adult Resident or Guest.
- C. Removal of furniture and equipment from these Facilities is prohibited.

- D. Conduct shall be further governed by posted Rules, which Rules will have the same force and effect as if fully set forth herein.
- E. Notwithstanding anything contained in these Rules to the contrary, the Navajo Room may not be used as a recreational facility when an RCI or Associations meeting is taking place, nor when the room has otherwise been reserved.

#### 15. "USE OF THE GOLF COURSE AND TENNIS COURTS"

- A. Use of these Amenities and Facilities is restricted to Residents of Scottsdale Shadows and Guests. When using these facilities, a Resident shall be in possession of an RCI Identification Card and a Guest shall have a Facility Pass in his possession.
- B. Residents and Guests under the age of 16 years may use the Golf Course or Tennis Courts provided they are accompanied by and under the supervision and control of an adult Resident or Guest.
- C. Proper attire is required when using these Facilities.
- D. Current Rules of the United States Golf Association (USGA) shall govern all play, except as modified herein.
- E. Use of the Golf Course is permitted only after the Community Service Office has placed flags on the greens and the putting area. Play is prohibited after the flags have been removed.
- F. The Golf Course shall not be used as a driving range or as a practice area, except for the putting green and an area within 10 yards adjacent thereto.
- G. Community Service Officers, augmented by appropriately identified volunteer Residents appointed by the Manager or designee, **may** monitor play on the Golf Course.
- H. Conduct shall be further governed by posted Rules, which Rules will have the same force and effect as if fully set forth herein.
- I. Any Person causing damage to another person's property or injury to another person's property or injury to another person while using the golf course or tennis courts shall be personally liable for the damage or injury caused. When such damage or injury occurs, the person responsible shall make an immediate report to the Community Service Office.

#### 16. "PROHIBITION AGAINST HARASSEMENT, ASSAULT AND/OR BATTERY"

Any Resident of Scottsdale Shadows or any Guest, Invitee or Licensee of any Resident who shall harass or unlawfully commit a verbal or physical assault and/or battery upon an employee of RCI, shall be liable for all related damages, in addition to all rights and remedies, including monetary and other sanctions, *resulting from such harassment or verbal assault and/or battery*. Upon receipt of a complaint alleging misconduct as above described, by an employee of RCI, the Manager shall investigate, take appropriate action, and inform the Complainant when action is concluded. A harassment complaint filed by one Resident against another shall not be heard by the Associations or RCI Rules Enforcement Committee, and no Sanctions shall be imposed against the offending Resident, until the complaining Resident obtains from a Court of competent jurisdiction in the State of Arizona, a judgment or finding against the offending Resident of the commission of such an offense.

#### 17. "CO-OWNER LIABILITY FOR VIOLATIONS"

Notwithstanding anything herein to the contrary, a Co-Owner is not only responsible for his own violations of the Condominium Documents, including these Rules, and resulting damages and/or Sanctions including monetary penalties, but a Co-Owner is also ultimately responsible for violations of the Condominium Documents including these Rules, and for damages to the Common Areas and Common Elements, and Sanctions including monetary penalties, caused by or arising from the actions or inactions of his Guests, Invitees, Licensees, contractors, and Tenants, as well as any third party invited by such Guest, Invitee, Tenants or Licensee. The right of recovery for damages is in addition to all other rights and remedies available at law or in equity.

## SECTION-2 ASSOCIATIONS RULES AND REGULATIONS (Applicable to and Adopted by All Associations)

### 1. **“RESTRICTIONS ON USE & OCCUPANCY OF A UNIT”**

**Each Apartment Unit in an Association shall be used solely for residential purposes by the Resident as a single-family unit for himself and his family.**

### 2. **“RENTALS”**

**A Co-Owner shall not permit his Apartment Unit(s) to be used for transient or hotel purposes, nor shall any Co-Owner lease or rent less than the entire Unit, or lease, sublease, or rent said Unit for a period *less than* as may be indicated in the CC&Rs and By-Laws of the respective Associations. For the purposes hereof, the terms “hotel” or “transient” shall be defined to mean any lease or occupancy for which the Co-Owner of said Apartment Unit is paid a fee or barter (of any nature) for its use, and which occupancy violates any or all of the provisions of this Rule, the RCI Rules, the governing documents of RCI, or any of the Associations, or Federal, State or Local Law. The Co-Owner must provide the following information to the RCI Administration Office, 7800 East Camelback Road, Scottsdale, Arizona 85251.**

- A. The name and contact information for any adults occupying the unit.**
- B. The time of the lease, including the beginning and ending dates of the tenancy.**
- C. A description and the license plate numbers of the tenants’ vehicles.**

### 3. **“OBSTRUCTIONS”**

**There shall be no obstructions in the Common Elements nor shall anything be stored in or on the Common Elements without the prior written consent of the Associations Board of Directors.**

### 4. **“REPAIRS”**

**A Co-Owner shall maintain and keep in good order and repair his own Unit(s) in accordance with the Condominium Documents. In the event notice is received by a Co-Owner from an Association or RCI regarding repairs, the repairs must be completed within thirty (30) days following receipt of notice thereof, unless a different period is provided in the notice. Upon failure to complete the repairs within the time prescribed, the Association may make the repairs at the expense of the Co-Owner, in addition to all other rights and remedies available, including monetary and other Sanctions. Repairs shall be done by qualified contractors or handymen, and**

**Co-Owner shall remain liable to the Association for any damages that may be incurred by the Common elements because of such repairs. Co-Owner shall notify the RCI Registration and Records Office of any such repairs to be made and shall complete any form that may be required by said office prior to the commencement of any such repair(s). In addition, an appropriate Contractor**

**Registration Form must be completed in connection with all repairs, modifications, additions or the like, and where required by the Association appropriate documents completed for the issuance of a permit together with any deposit that may also be required.**

#### **5. "STORAGE RESTRICTIONS"**

**Nothing shall be done or kept in any Unit, storage area, or in or on the Common Elements which may increase the cost of insurance or result in the cancellation of insurance on the buildings or contents thereof. If the insurance cost is increased due to action or inaction, the amount of the increase shall be assessed against the party responsible for the increase, as well as the Co-Owner, should the increase be caused by the Co-Owner's Guests, Tenants, Invitees, Licensees, Agents, Contractors or the like. In addition, any Resident using all or a portion of any Storage Unit in any Associations building shall maintain appropriate content and liability insurance and present a certificate of insurance to the Association's President or Administrator. Use of any storage Unit shall be in conformance with the respective Associations documents.**

#### **6. "CHARCOAL AND GAS BARBECUES"**

**Neither barbecues nor grills shall be used in the Units or Patios or Balconies. Notwithstanding the foregoing, no barbecues or grills may be maintained in violation of any Federal, State or Local Law or Rule. Electric barbecues and grills are permitted.**

#### **7. "NUISANCES"**

- A. Noxious odors or offensive activities shall not be permitted in any Apartment Unit or in or on Common Elements, nor shall anything be done which may be or become an annoyance or nuisance to other Residents.**
- B. No Resident shall make or permit any disturbing noises in the buildings or on the Common Areas or Common Elements nor permit any such disturbances to be made by any person for whom he is responsible nor do or permit anything to be done by such person that interferes with the rights, comfort or convenience of other Residents of Scottsdale Shadows.**
- C. Residents on floor 2 and above shall always install and maintain approved sound conditioning floor covering on all floors in their Apartment Units as determined by the individual Associations.**
- D. No Resident shall feed pigeons or other fowl, reptiles, or animals in his Unit or on his Unit balcony or patio or anywhere on the Common Areas or Common elements of Scottsdale Shadows nor permit the same to be done by any person for whom he is responsible. However, this restriction shall not apply to caged birds or small domestic pets which may be kept in Apartment Units pursuant to the Rule regarding "RESTRICTIONS ON PETS" contained in Section-1, Rule "9" of the RCI Rules and Regulations, of which these rules are a part. Notwithstanding, said RCI Rules and Regulations pertaining to pets, each of the Associations I-VII may have its own rules pertaining to pets, and the RCI and Associations Rules and Regulations taken together shall constitute the Rules and Regulations governing pets.**



## **8. "ALTERATIONS, ADDITIONS, IMPROVEMENTS, DECORATIONS AND DISPLAYS"**

- A.**—Nothing shall be done on or to the Common Elements which will impair the structural integrity of any building or which would structurally change any of the buildings or the symmetry of the buildings, without prior written approval of the *appropriate* Association's Board of Directors.
- B.**—No alterations of any Common Elements, or any additions or improvements thereto, or any alterations or additions to the patios or balconies associated with any Unit, shall be made without the prior written approval of the Association's Board of Directors.
- C.**—Balconies shall not be enclosed or covered with any material, except that screens may be installed in accordance with the respective Association's Condominium Documents, provided they are maintained in good condition.
- D.**—Drop shades, blinds and similar coverings are permitted when their color matches that of the exterior of the building in which they are installed and if they are maintained in good condition. Whether the color or an item is being maintained in good condition shall be determined in the sole discretion of the Association's Board of Directors.
- E.**—Residents shall not cause or permit anything to be hung or displayed on the outside of windows or placed on the outside walls or doors of the buildings, and no sign, shutter, radio or television antenna or dish (except the master antenna system) shall be affixed to or placed upon the exterior walls, doors, roofs or windows. *Satellite TV dishes may be placed on the balconies, in accordance with Federal, State and Local Law.* No clothing, sheets, blankets, laundry of any kind, or other articles shall be hung out of an Apartment Unit, on a Patio or Balcony, or exposed on any part of the Common Elements.
- F.**—The Common Elements shall be kept free and clear of rubbish, debris and other unsightly materials. Except on ground floors, pots, plants or other objects shall not be hung or placed on balcony rails of any Association building. Rails from a patio or balcony may not be altered or removed without the prior written approval of the Association's *Board of Directors.* Holiday decorations placed in any common element of an Association are permitted within an Association's *only with the prior written approval of the Association's Board of Directors.*
- G.**—Draperies, blinds, curtains or shutters which do not conflict with the exterior color of the building may be installed and maintained in good condition on all windows of an Apartment Unit by or with the permission of the Co-Owner of the Unit. No aluminum foil or other reflective material may be used in the windows if visible from the Common Elements or Common Areas.
- H.**—No "For Sale" or "For Rent" signs in or on motorized vehicles parked in common areas.

## **9. "GARBAGE AND TRASH DISPOSAL"**

- A.** For purposes of appearance and health, each Co-Owner shall keep his Apartment Unit in a good state of preservation and cleanliness and shall not sweep or throw or permit to be swept or thrown therefrom or from

**doors, windows, patios or balconies thereof, any dirt or other substances. Do not hose off balconies.**

- B. Trash shall not be stored in the storage areas.**
- C. All trash, rubbish, animal and bird or other permitted pet litter shall be bagged securely before being deposited through the trash chutes. Wet trash and rubbish shall be sealed in a plastic bag. All trash bags, cartons and containers shall be at least two inches smaller than the diameter of the trash chute to avoid clogging the buildings main trash chute.**
- D. No trash or rubbish, including cardboard containers, shall be deposited or abandoned outside the trash chutes or in the immediate vicinity of the trash chutes.**

#### **10. "RADIO, TELEVISION AND OTHER ELECTRICAL EQUIPMENT"**

**All radio, television or other electrical equipment of any kind or nature installed or used in a Unit shall fully comply with the rules, regulations and requirements of the Board of fire Underwriters and the public authorities having jurisdiction. The Co-Owner and/or Resident shall be liable for any damage or injury caused by any radio, television, or other electrical equipment of any kind or nature installed or used in a Unit. Any Unit connection to the master television antenna system (or other receiving requirement) shall be compatible so as not to cause interference with the reception of occupants of other Apartment Units.**

#### **11. "STORAGE AND PARKING OF BICYCLES AND OTHER OBJECTS"**

**Bicycles and other vehicles are not permitted in the elevators or in the lobbies and hallways. Excepted from this prohibition are wheel chairs and other conveyances for**

**the transportation and/or assistance of handicapped persons. There shall be no storage of bicycles or other objects in the immediate area of elevators, mechanical equipment, electrical or utility boxes. Items intended to be stored shall be placed within the designated storage areas. Items left outside the storage area are subject to being removed without notice. Storage in areas designated by an Association(s) shall be at the Co-Owner's risk.**

#### **12. "ACCESS TO UNITS FOR INSPECTION, MAINTENANCE, REPAIR, PEST CONTROL, AND EMERGENCIES"**

- A. The Board of Directors of each Association, its Managing Agent or designee may enter any Apartment Unit, after delivering written notice to the occupant at least one day prior to such entry, for investigating violations of the Condominium Documents or to inspect for health and safety purposes and the structural conditions of the Unit. In the event of an emergency, no notice of intended entry is required.**
- B. Contractors and repairmen employed by or engaged by the Board or the Managing Agent shall be entitled to access at reasonable times to each of the Apartment Units as may be required in connection with maintenance, repairs or replacements of or to the Common Elements, or to any equipment, facilities or fixtures affecting or servicing other Units, or the Common Elements. In the event of an emergency involving threat to life or property, no notice of access to the Apartment Unit is required.**

### **13. "CONTRACTORS, VENDORS AND DELIVERY OF ITEMS"**

- A. Should an Association require that a permit be issued for work to be performed in a Unit in said Association, then no work may be commenced until such permit is issued by the RCI Registration & Records Department and the appropriate permit fee paid and deposited as may be required by said Association.**
- B. No moves or deliveries may be made through the first-floor lobbies, nor shall any of the lobbies be used as a workplace. Stairwells of the buildings may be used for first floor moves and deliveries and Contractors. Luggage carts located in the basements of the buildings near the elevators are for the Resident's use only and are not to be utilized by vendors, movers or contractors.**
- C. Care shall be taken to protect the hallway walls and carpets from dirt, stains, and other damage. Drop cloths shall be supplied by the Residents or their contractors, for use in the hallways if work is being done that might cause damage to the walls and carpets.**
- D. Installers of carpet and tile, movers and any other contractors shall leave the areas where they work clean and free from debris. If the workers use any of**

**the service areas in the Common Elements, including the basements, stairwells or garages, they shall clean the area used at the end of each workday. Liquid substances in any form shall not be poured down drains in the laundry rooms or garages.**

- E. Movers or contractors shall not withhold from Residents the use of the elevators for more than ten minutes at any one time. Insertion of foreign matter at the side of any button to hold open the elevator doors is prohibited due to maintenance problems that arise from such action. The Co-Owner for whom the mover or contractor is working will be held equally responsible for damage, in addition to all other rights and remedies available, including monetary and other Sanctions.**
- F. No construction work by contractors or Residents shall commence in any building before 8:00 AM and all work shall cease by 6:00 PM. No installation or work of any kind is permitted on Sundays or Holidays.**

### **14. "PROCESS SERVERS"**

**If a duly authorized process server seeks entry into the community the following procedure shall be followed for entry into any building:**

- A. The process server shall show proper identification and the papers authorizing the service of process, together with the papers to be served.**
- B. A Community Service officer shall make copies of the above documents and attach them to an Incident Report, with a copy to be provided to the General Manager.**
- C. If the process to be served involves a foreclosure, short sale or bankruptcy, then a copy of the documents to be served shall be provided to the respective Association President by placing same in the President's mail box located in the Administration Office.**
- D. A Community Service Officer shall accompany the process server to the building in which process is to be served, provide entry to the building and accompany the process server until service is complete and then escort the process server off Scottsdale Shadows property.**

- E. Under no circumstances shall the Community Service Officer provide any other assistance in connection with the service of process except to provide entry into the building, observe the service and make certain the process server has left the property.**
- F. In the event the process to be served involves a foreclosure, short or trustees sale of a Unit located in an Association, then a copy of the notice shall be provided to the Association's President, as stated in (C) above and the Association shall, in accordance with its *First Right Of Refusal Provisions* contained in its CC&Rs, post a copy of said notice on the Associations bulletin boards located in its building(s).**
- G. Repossession of vehicles permitted with proper paperwork.**

## **ENFORCEMENT AND IMPLEMENTATION OF ALL THE RULES AND MISCELLANEOUS**

**The Rules by which Scottsdale Shadows governs itself are both prescriptive and proscriptive. They are designed to preserve property values, maintain a safe and orderly environment and peaceful enjoyment of the community for all residents.**

**The RCI and Associations Boards of Directors have established the following procedures for the administration and enforcement of the Condominium (Associations) and RCI governing documents, including these Rules.**

**Complaints may be initiated by anyone lawfully on the premises and should be referred to either the RCI Manager or the Community Service Office. Following investigation, complaints will be referred to either the Associations Board of Directors (if a specific infraction of an Associations Rule is involved and the Associations chooses to prosecute the infraction) or to the RCI Rules Enforcement Committee, should the infraction or complaint involve a violation of an RCI Rule or should the Associations decide to refer its handling of a Associations complaint to the RCI Rules Enforcement Committee.**

**Each Respondent will be advised of the nature of the charge, his right to be heard, the time and place of the hearing, and of his right to waive the hearing. Failure to waive the hearing, accompanied by failure to appear at the hearing will result in the hearing proceeding in absentia. Hearings will be held either before an Associations Board, an Associations Enforcement Committee Panel or the RCI Rules Enforcement Committee, composed of not less than three (3) volunteer Co-Owner Residents. A decision of either panel shall require the concurrence of a majority thereof. Each Association is entitled to at least one volunteer.**

**A Respondent will be notified of the results of the hearing and of his right to appeal if penalties are involved. An appeal must be received at the RCI Administrative Office, in writing, within ten (10) days of the Panel decision and contain the reason for the appeal. The Associations or RCI Board of Directors will review appeals and determine the outcome which will be final. The Respondent will be notified in writing of the Board's decision. If the Complainant wants to know the outcome of a case in which he**

**was involved decided by the RCI Rules Enforcement Committee, the information will be available to him at the RCI Administrative Office.**

**A Respondent who waives his hearing waives his right to appeal. A Respondent who does not waive his hearing but fails to appear at his hearing may appeal only the issue of adequacy of notice.**

**The action of an Association or the RCI Panel will be final unless or until it is modified in some part, reversed, or overturned, by a Majority of either the Associations Board, if the Associations held the hearing, or the RCI Board, if the RCI Rules Enforcement Committee held the hearing, at which a quorum was present and voting for the change, overturn or reversal.**

**If a majority of a Committee Panel should find that the Respondent has violated a provision of the Condominium Documents, or RCI governing documents, or these Rules, it may, in its discretion, impose no penalty or it may invoke any of the following penalties individually or in combination: a verbal or written warning; suspension of access to and use of the Amenities and Recreational Facilities; restitution (in kind or cash) in cases of vandalism; and monetary penalties up to but not in excess of the penalty reflected in the attached Schedule of Maximum Monetary Penalties which may be imposed for any single violation of any Rule, or Associations or RCI documents, as set forth in the Schedule of Maximum Monetary Penalties.**

**Once a case is concluded and Notice of Decision has been provided to the Respondent, failure on the part of a Respondent to comply will result in the immediate suspension of the right of access to and use of the Amenities and Recreational Facilities until the Respondent does comply with all aspects of the Panel or Board Decision. In addition, the Respondent's automobile Bar Code(s) shall be electronically disabled until Respondent shall comply. If a new Bar Code must be issued thereafter, the Respondent shall be required to pay a fee set by the RCI Board for each such replacement Bar Code.**

**These provisions are not intended to constitute additional punishment but rather an inducement to encourage the Respondent to comply with the Decision in a timely and responsible manner. In addition, the right is reserved to pursue all other remedies to enforce or collect the penalty, available in the community governing documents, at law, or equity. Except for attorneys' fees, or charges imposed for the late payment of assessments, all other monetary charges and penalties imposed against a Co-Owner for a violation of the Condominium Associations, RCI Documents, or these Rules, shall provide notice and an opportunity to be heard before the charge or penalty is deemed binding and collectible. The notice requirement of these procedures is satisfied by either hand delivery to the Respondent or to the Respondent's Unit, or by mailing, by First Class Mail to the last address which Respondent has provided to RCI for the receipt of his official mail.**

**The RCI Rules Enforcement Committee shall submit a monthly report to the RCI Board of Directors which reflects the number of cases disposed of during the preceding month**

**and the number of cases pending. The Committee is authorized to keep such other records as deemed necessary, which records shall be confidential, and released only**



**to those authorized by these Rules, the RCI or Associations Governing Documents to view same, or to anyone authorized to view same by order of a court of competent jurisdiction.**

**The RCI Board of Directors has included monetary penalties among the authorized Sanctions and has established a maximum per violation. If a Rules Enforcement Panel finds that a Resident (1) has violated a Rule repeatedly or on a continuing basis, or (2) violated a Rules Enforcement Committee or Associations Panel Sanction, or (3) failed to comply with an Association Board of Directors or RCI order to cease and desist a course of conduct, or remove an illegal structure, or vacate a portion of a Common Area or Common Element, the RCI Rules Enforcement Committee, or Association Panel, as the case may be, shall consider this conduct as a continuing offense for which an additional Twenty Dollars (\$20.00) per day sanction may be imposed unless otherwise indicated in the attached Schedule of Maximum Monetary Penalties, for each day until such time as the Resident either ceases proscribed conduct or complies with the order. Certain violations as shown on the attached Schedule of Maximum Monetary Penalties, carry their own accelerated penalties for continued or repeat violations.**

## **MISCELLANEOUS**

In the event any one or more of these Rules and Regulations, or any portion thereof, is adjudged invalid or suspended by future action, such partial invalidity shall not affect any other Rule or Regulation herein, or any other portion of the directly affected Rule and Regulation, all of which shall remain fully enforceable as to all Co-Owners, Tenants, Guests, Invitees and Licensees as set forth *herein*. In lieu of the suspended or invalid Rule and Regulation, or any portion thereof, additional Rules and Regulations may be promulgated to take the place of, supercede, and be effective with respect to the superceded or adjudged invalid Rule. Moreover, as set forth in the Condominium Association and RCI Documents, these Rules and Regulations may be amended, and new Rules and Regulations promulgated from time to time.

Failure to enforce any provision of the Governing Documents, including these Rules and Regulations, shall not constitute a waiver of the right of enforcement thereafter.

These Rules and Regulations shall be governed by the applicable laws of the State of Arizona, and any challenge thereto shall be enforced in a court of competent jurisdiction in the State of Arizona, County of Maricopa.

RCI shall furnish a copy of the foregoing Rules and Regulations, any modifications, and any new Rules and Regulations subsequently adopted, to every Co-Owner.

These Rules and Regulations represent those applicable to the entire Community known as Scottsdale Shadows, together with General Rules applicable to all the Associations. In addition to these Rules and Regulations each Associations may from time to time promulgate additional Rules and Regulations that will be posted in the Associations

buildings and on the Community website [www.scottsdale Shadows.org](http://www.scottsdale Shadows.org). It is the responsibility of each Associations to notify its Owners and Tenants of any changes in its individual Rules and Regulations.

These Rules and Regulations may be changed from time to time and such changes will be posted in *Scottsdale Shadows Newsletter* or copies will be made available in the RCI Administrative Office. Tenant, Resident, Guest, Invitee, Licensee or employee, who has access to a computer and the Internet, shall be deemed to have received a copy thereof.

*ADDENDUM -1*  
*SCHEDULE OF MAXIMUM MONETARY PENALTIES*

<b>RULE #</b>	<b>TITLE</b>	<b>PENALTY PER OFFENSE</b>
<b>RCI 1</b>	<b>Identification Cards for Residents and Facility Passes for Guests*</b>	<b>\$10.00 Per Day Per Guest</b>
<b>RCI 2</b>	<b>Traffic in and through Scottsdale Shadows</b>	<b>\$300.00</b>
<b>RCI 3</b>	<b>Safety Precautions*</b>	<b>\$300.00</b>
<b>RCI 4</b>	<b>Key Control-Security Procedures</b>	<b>Administrative-No Fine</b>
<b>RCI 5</b>	<b>Contractors, Vendors and Delivery of Items</b>	<b>\$250.00</b>
<b>RCI 6</b>	<b>Miscellaneous Safety/Liability Rules</b>	<b>\$100.00</b>
<b>RCI 7</b>	<b>Washing and Repair of Vehicles</b>	<b>\$100.00</b>
<b>RCI 8</b>	<b>Prohibited Parking</b>	<b>\$100.00</b>
<b>RCI 9</b>	<b>Restrictions on Pets</b>	<b>\$100.00 Per Pet Per Month</b>
<b>RCI 10</b>	<b>Priority of Amenities and Recreational Facilities</b>	<b>\$100.00 Plus Any Damages</b>
<b>RCI 11</b>	<b>Use of Community Rooms</b>	<b>\$100.00</b>
<b>RCI 12</b>	<b>Group and Private Parties</b>	<b>Administrative-No Fine</b>
<b>RCI 13</b>	<b>Swimming Pools, Jacuzzis, Saunas and Exercise Facilities</b>	<b>\$100.00</b>

<b>RCI</b>	<b>14</b>	<b>Billiard Room and Table Tennis Facilities</b>	<b>\$100.00 Fee May Be Charged</b>
<b>RCI</b>	<b>15</b>	<b>Use of Golf Course and Tennis Courts</b>	<b>\$100 Violation per Guest</b>
<b>RCI</b>	<b>16</b>	<b>Prohibition Against Harassment/Assault and/or Battery</b>	<b>\$250.00</b>
<b>RCI</b>	<b>17</b>	<b>Co-Owner Liability for Violations</b>	<b>\$250.00 or as Specified Above</b>
<b>Associati on</b>	<b>1</b>	<b>Restrictions on Use and Occupancy of a Unit</b>	<b>\$30.00/Day</b>
<b>Associati on</b>	<b>2</b>	<b>Leases</b>	<b>\$15 Per Violation</b>
<b>Associati on</b>	<b>3</b>	<b>Obstructions</b>	<b>\$100.00</b>
<b>Associati on</b>	<b>4</b>	<b>Repairs</b>	<b>\$100.00</b>
<b>Associati on</b>	<b>5</b>	<b>Storage Restrictions and Insurance</b>	<b>\$100.00 + See Assoc Rule 6</b>
<b>Associati on</b>	<b>6</b>	<b>Charcoal and Propane Barbecues</b>	<b>\$100.00</b>
<b>Associati on</b>	<b>7</b>	<b>Nuisances</b>	<b>\$100.00</b>
<b>Associati on</b>	<b>8</b>	<b>Alterations, Additions, Decoration, Improvements</b>	<b>\$100.00</b>
<b>Associati on</b>	<b>9</b>	<b>Garbage and Trash Disposal</b>	<b>\$100.00</b>
<b>Associati on</b>	<b>10</b>	<b>Radio, Television and Other Electrical Equipment</b>	<b>\$100.00</b>
<b>Associati on</b>	<b>11</b>	<b>Storage and Parking of Bicycles and Other Objects</b>	<b>\$100.00</b>
<b>Associati on</b>	<b>12</b>	<b>Access to Units for Inspection, Maintenance, Repair, Pest Control &amp; Emergencies</b>	<b>\$100.00 Costs Later Found</b>
<b>Associati on</b>	<b>13</b>	<b>Contractors, Vendors and Delivery of Items</b>	<b>\$250.00</b>
<b>Associati on</b>	<b>14</b>	<b>Process Servers</b>	<b>Administrative-No Fine</b>

### NOTES

\*Denotes Rules whose repeated violations will result in significant increases. On the occurrence of the third (3<sup>rd</sup>) violation of the same Rule within a twenty-four (24) month period the penalty per offense will be increased by fifty percent (50%). On the occurrence of the violation of the same Rule within twenty-four (24) months of the violation, the penalty for the offense will be doubled.

Note 1: Nothing above will preclude RCI and/or the Association from seeking injunctive relief and/or seeking a judgment lien against the property owner for violations levied above per local and state statutes.

Note 2: Any and all violations of Rules committed in or about the Common Areas, or which involve Common Facilities or Amenities shall be enforced by the RCI Rule Enforcement Committee. All violations of Rules committed in or about Association's areas, or which involve Common Elements, may be enforced by the Association Enforcement Committee or other person or body appointed by the Association to resolve and administer such issues, unless the Association relegates enforcement of such violations to the RCI Enforcement Committee.

\*\*Note 3: this Rule is fundamental to the safety and wellbeing for the Residents of Scottsdale Shadows. The RCI Board of Directors views any violation thereof with the utmost seriousness, as it does all the other Rules and Regulations contained herein. However, because violations of this rule can lead to serious physical harm, injury and even death to Residents of Scottsdale Shadows, any violation of this Rule will subject the violator to a mandatory penalty not to exceed Three Hundred Dollars (\$300.00) for each offense, in addition to any and all other remedies available to RCI or the respective Association.

The right to pay  $\frac{1}{2}$  (50%) of the specified penalty for a violation, upon a waiver of a hearing, shall apply only to the first such violation of each Rule. For subsequent violations, the individual must pay  $\frac{3}{4}$  (75%) of the specified penalty for a violation upon a waiver of a hearing for subsequent violations.

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