



Rules and Regulations of Scottsdale Shadows

**7800 East Camelback Road
Scottsdale, Arizona 85251**

Revised June 2005

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PREFACE

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

When Scottsdale Shadows was organized, rules were established by Recreational Center, Inc. (RCI) and the various Regimes, 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. This document is the latest compilation and revision of the rules. It is not intended to supersede or replace any governing documents but rather is to augment them.

The RCI Rules Committee has completed an exhaustive review of the current rules and procedures. The Committee has considered all Co-owner suggestions and consulted with expert council and the Manager in preparing its recommendations. The result is this document which the RCI Board has approved and ordered to become effective July 1, 2005. Until that date the existing rules remain in effect.

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 "Regime" 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 RCI Board of Directors and each Regime Board reserves the right to alter or modify, by addition or deletion, any rule which applies to the Board's property. Such changes shall become effective, however, only after having been disseminated to those to whom it will apply.

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 Regimes 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 Scottsdale Shadows designed and intended for independent use as a residence and including the patio or balcony serving such apartment and designated parking spaces. Reference is made to the Declaration of Horizontal Property Regime and Declaration of Covenants, Conditions, and Restrictions of each of the seven Regimes for a more detailed description of the Units and their locations within the buildings of the Regimes.
- C. **"Articles of Incorporation"** means the instrument by which the RCI and the incorporated Regimes are formed and organized under the statutes of the State of Arizona, as amended from time to time.

- D. **"Association or Regime"** means a horizontal property regime existing by virtue of a recorded Declaration of Covenants, Conditions and Restrictions, 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 Regime shall mean and include its Board of Directors, officers and other authorized agents.
- E. **"Bylaws"** means the code of rules adopted by RCI and the Regimes for the internal regulation, management and control of their affairs.
- 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) a garage parking space at Scottsdale Shadows, but excluding those persons having an interest merely for security for the performance of an obligation.
- 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 the "general common elements" as that term is defined in the Arizona Revised Statutes, including without limitation the Regime land, buildings, laundry, storage, and mechanical rooms, central air conditioning/heating systems (excluding any portion of such system which exclusively serves each Unit), parking spaces not assigned to any Apartment Unit, entryways, landscaping of the Common Elements, and all other portions of the Scottsdale Shadows property, except the Apartment Units, certain owned parking spaces and the Common Areas.

- I. **"Complainant"** means any person who files a complaint alleging that a violation of the Condominium Documents has occurred.
- J. **"Condominium Documents"** means the Declaration of Horizontal Property Regime and Declaration of Covenants, Conditions and Restrictions of each Regime, the Articles of Incorporation, By-laws and Rules and Regulations of RCI and the Regimes, including the rules herein set forth, as amended from time to time including any documents required by the City or State.
- K. **"Holidays"** at Scottsdale Shadows are New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.
- L. **"Family Members"** means a Resident's children, grandchildren, parents, grandparents and their spouses.
- M. **"Invitees, Licensees and Guests,"** means all persons on the premises of Scottsdale Shadows, except those defined in Paragraphs F, L, and Q hereof.
- N. **"Parking Space"** means each of the separate parking spaces in the underground parking garages of Scottsdale Shadows or in any outside areas established from time to time by RCI or the Regimes. **"Restricted Parking Space"** means each parking space in the underground parking garages. **"Guest Parking Space"** means any parking space in any outside parking area maintained by RCI or the Regimes.
- O. **"Person"** means a natural individual, corporation, partnership, trustee, or other entity capable of holding title to real property.

- P. "Recreational Center, Inc." (hereinafter referred to as "RCI") is a not-for-profit corporation organized and existing under and by virtue of the laws of Arizona. RCI owns and maintains the Common Areas of Scottsdale Shadows and acts as the Managing Agent for each Regime under contract.
- Q. "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, and 3) a lessee who occupies such Unit under a lease or other rental agreement, as evidenced by a copy of the lease or rental agreement on file in the RCI office.
- R. "Respondent" means a Person who is charged with violating any provision of the Condominium Documents, including the published rules.
- S. "Rules Enforcement Committee" is a permanent committee established by the RCI Board of Directors to hear complaints of violations of the Condominium Documents, to make findings, and apply Sanctions, if warranted.
- T. "Rules and Legislative Committee" is a permanent committee established by the RCI Board of Directors to conduct an ongoing review and analysis of the RCI organic documents, recommend changes where appropriate, and to monitor state and federal legislation affecting RCI and the Homeowner Associations of Scottsdale Shadows.
- U. "Sanctions" mean the penalties, monetary and otherwise, imposed against a Person who has violated any provision of the Condominium Documents.
- V. "Scottsdale Shadows" means a condominium community composed of Residents in Regimes who, when in good standing, ("in good standing" shall mean that said Resident

is in compliance with all RCI and Regime Rules and Regulations, documents of incorporation, CC&R's, and By-laws (with no outstanding penalties, late fees or other fees remaining unpaid) are entitled to the use and enjoyment of the Amenities and Recreational Facilities of the complex.

- W. **"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, assumes responsibility for the actions and conduct of his Invitees, Guests, and Family Members, and agrees to reimburse RCI and/or the Regime for any damage caused by his Invitees, Guests and Family Member to the facilities, personal property, equipment, land and/or buildings of RCI and the Regimes.

RULES

1. SINGLE FAMILY RESIDENTIAL USE.

Each Apartment Unit shall be used only as a residence for a single family. "Single Family" shall mean one or more persons related to the other by blood, marriage or legal adoption, or not more than two persons not so related, together with their domestic servants, who maintain a common household in an Apartment Unit.

2. LEASES.

Residents shall not permit their Apartment Units to be used for transient or hotel purposes, nor shall any Resident lease or rent less than the entire Unit, or lease, sublease or rent said Unit for a period as indicated in the CC&R's and By-Laws of the Respective Regimes. Any lease or rental agreement, regardless of the period of occupancy, shall be

in writing, shall expressly provide that its terms are subject to the provisions of the Condominium Documents, including these rules, and that violation of any provision of the Condominium Documents may be a default under such lease or rental agreement, in the sole discretion of the Regime Board. A signed copy of such lease or rental agreement shall be delivered to the RCI Administration office, 7800 East Camelback Road, Scottsdale, Arizona, 85251, prior to the date of commencement of said lease or rental agreement. Penalties for violations of this rule shall be consecutive and counted each day as a violation. This process must be complete. Neither RCI nor the Regimes will accept the lease or rental agreement as valid until completed.

3. OBSTRUCTIONS.

There shall be no obstruction of the Common Areas or Common Elements, nor shall anything be stored in or on the Common Areas without the prior written consent of the RCI Manager, nor in or on the Common Elements of any Regime without the prior written consent of the Regime's Board of Directors.

4. INFORMATION ON MORTGAGES.

Due to the rights of Mortgagees in the Condominium Documents, any Resident who mortgages his Unit shall so notify in writing the Secretary of his Regime.

5. REPAIRS.

Co-Owners shall maintain and keep in good order and repair their own Units in accordance with the Condominium Documents. In the event notice is received

by a Co-owner from a Regime regarding required 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 Regime may make the repairs at the expense of the Co-Owner, in addition to any and all other rights and remedies available, including Sanctions.

6. INSURANCE.

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 the 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.

7. CHARCOAL AND PROPANE BARBECUES.

Neither barbecues nor grills shall be used in the units or balconies unless authorized by the applicable Regimes Board of Directors in writing.

8. NUISANCES.

Noxious odors or offensive activities shall not be permitted on in any Apartment Unit, or in or on the Common Areas and Common Elements, nor shall anything be done which may be or become an annoyance or nuisance to other Residents. No Resident shall feed pigeons or other fowls, 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, provided, however, that this restriction shall not apply to caged birds or small domestic pets which may be kept in Apartment Units pursuant to Rule 18 hereof. 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 at Scottsdale Shadows. Residents shall install and maintain at all times carpeting or other sound conditioning floor covering (as determined by the individual Regimes) on all floors in their Apartment Units, except in the kitchens, bathrooms, foyers, and laundry areas.

9. **ALTERATIONS, ADDITIONS,
IMPROVEMENTS, DECORATIONS AND
DISPLAYS.**

- A. Nothing shall be done on or to the Common Areas 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 RCI 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 Regime Board of Directors.

- C. **Balconies shall not be enclosed or covered with any material except that screens may be installed in accordance with the Condominium Documents provided they are maintained in good condition. No change may be made on or to the exterior of any Regime building, or in the lobbies, storage areas, hallways or stairwells thereof without prior written approval of the Regime Board of Directors. Drop shades, blinds and similar coverings are prohibited on the balconies and patios, however, drop shades are permitted when their color matches that of the exterior of the building in which they are installed and provided that they are maintained in good condition. Whether an item is being maintained in good condition shall be determined in the sole discretion of the Regime Board of Directors.**
- D. **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. 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 or Common Areas. The Common Elements and Common Areas 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 Regime building, nor shall the rails from first floor patios be altered or removed without the prior written approval of the Regime. Holiday decorations are permitted within an Association with the**

prior written approval of the Regime Board of Directors.

- E. Draperies, blinds, curtains or shutters which do not conflict with the exterior color of the building shall 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.
- F. Nothing shall be altered or constructed on or removed from the Common Areas or Common Elements without the prior written approval of the appropriate Board of Directors.
- G. No sign of any nature whatsoever, except a dignified name plate, shall be placed on any Unit, in any window or on any part of the property, including "For Sale" or "For Rent" signs, nor shall any graphics be permitted on any patio, balcony, window, or on any portion of the Common Elements or Common Areas without the prior written approval of the Regime or the RCI Board of Directors.

10. **GARBAGE AND TRASH DISPOSAL.**

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 the doors, windows, patios or balconies thereof, any dirt or other substances. Trash shall not be stored in the storage

areas. All trash, rubbish, newspapers and, particularly, animal and bird 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 building's main trash chute. 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.

11. 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 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 (for other receiving requirement) shall be compatible so as not to cause interference with the reception of occupants of other Apartment Units.

12. 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 designated storage areas. Items left outside the storage area are subject to being removed without notice. Storage in areas designated by an Association shall be at the owner's risk.

13. WASHING AND REPAIR OF VEHICLES.

- A. Only automobiles belonging to Residents, Family Members and Guests may be washed and cleaned in the space on the Common Areas designated by RCI for that purpose.
- B. Except for emergency repairs, no repairs or commercial detailing of automobiles or other vehicles shall be made on the Common Elements or Common Areas.

14. 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 the 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 and moving vans. Guest parking is restricted to designated areas.
- B. Abandoned vehicles are prohibited in all Scottsdale Shadows parking areas. A vehicle shall be deemed to be abandoned when no Scottsdale Shadows bumper decal or current vehicle pass is displayed thereon and the vehicle is left standing continuously for not less than

five (5) days (120 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 above ground areas at Scottsdale Shadows overnight. "Recreational vehicles" shall include vehicles utilized primarily for sporting purposes, dirt bikes, motorcycles intended primarily for off-road use, golf carts, buggies, and convenience units for any of the types of vehicles described in this paragraph. In the event of any question as to whether a particular type of vehicle is an RV as that term is used herein, the decision of the RCI Board will be conclusive.
- D. No vehicle parked overnight on the above ground areas may display a commercial sign of any kind.
- E. A vehicle parked in violation of this rule may be towed away at the violator's expense, in addition to any and all other rights and remedies available, including Sanctions.
- F. No vehicle shall occupy more than one parking space unless both parallel spaces are owned by the parking owner whether a particular type of vehicle is a recreational vehicle as that term is used herein, the decision of the RCI Board of Directors shall be conclusive.

15. IDENTIFICATION CARDS FOR RESIDENTS AND FACILITY PASSES FOR GUESTS.

- A. Each Resident of Scottsdale Shadows should be issued an identification (ID) card from RCI within ten (10) days from the time he becomes a Resident. 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 he must leave the Amenity or Recreational Facility until such time as he has obtained a valid card. A resident shall be issued a citation for failing to produce a valid ID card. However, for the first instance, said individual shall not be fined, and the citation shall be dismissed, if he/she produces, either at the RCI Office or at the Gate House, said ID card within 72 hours of the issuance of the citation. ID Cards for tenants shall expire at the end of the lease or upon the sale or transfer of the Unit.**
- B. Guests may use the Amenities and Recreation Facilities only if they have a valid Facility Pass in their possession..**
- 1. Each Sponsoring Resident shall provide his guest with a valid Facility Pass which entitles the guest to the use of any of the Amenities and Recreational Facilities on the referenced days subject, however, to payment of a guest fee for use of the golf course and tennis courts as provided in Rules 25 and 26 hereof. 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.

2. Residents may designate and name in writing frequent visitors by name and/or company who can enter the premises on a periodic basis. Such designation shall be valid for a period up to six (6) months.

- C. No ID cards or Facility Passes shall be issued to persons under the age of 16 years and there will be no charge for their use of any Amenity or Recreational Facility. However, when using the Amenities and Recreational Facilities they must be accompanied and supervised by an adult Resident with an ID card or a guest with a valid Facility Pass.
- D. Residents shall pay the cost of replacing lost ID cards and Facility Passes. The current cost for replacement is \$5.00 for ID Cards. Worn out ID cards or passes will be replaced free of charge.

16. **ACCESS TO UNITS FOR INSPECTION, MAINTENANCE, REPAIR, PEST CONTROL, AND EMERGENCIES.**

- A. The Board of Directors of each Regime, 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 the purpose of 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 advance notice of intended entry is required.

- B. The Board of Directors of each Regime, its Managing Agent, or designee, and all contractors and repairmen employed 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 serving other Units, or the Common Elements. In the event of an emergency involving threat to life or property, no advance notice of access to the Apartment Units is required.

17. RESTRICTIONS ON PETS.

- A. For the health, safety, welfare and comfort of all Residents of Scottsdale Shadows, the following rules regarding pets shall apply:
1. No animal, reptile, bird or other fowl of any kind shall be kept or maintained within any Apartment Unit or upon the Common Areas of Scottsdale Shadows, or on the Common Elements of any Regime, except that one small, orderly, domestic dog, cat or caged bird may be kept in an Apartment Unit, provided (a) that such pet is not kept or maintained for commercial purposes or for breeding, (b) that the pet is kept clean, quiet, and under control so as to not disturb other Residents and their guests, and (c) that the

keeping and maintenance of such pet is not expressly prohibited by the Regime's documents or policy.

2. Except as herein provided, no pets are allowed in or on the Common Areas of RCI. Pets in or on the Common Elements of an Association are prohibited unless specifically authorized by the Regime. Permitted pets must be carried at all times when outside the Unit, but within the confines of a building, including in hallways and elevators, with the exception of Seeing Eye dogs, dogs trained to assist the hearing impaired, and certified Service Animals. On all other portions of the Common Elements and Common Areas, permitted pets must be on a leash and under human control at all times. Permitted pets may be walked along the roadways on a leash. Two sanitary areas has been designated by RCI for the use of pets. Owners of pets are responsible for maintaining proper sanitation in regard to their pets and must immediately remove and properly dispose of any excrement from pets.

2. No pet shall be allowed to disturb other Residents or to become a nuisance. Upon the written request of any Co-Owner, RCI or any Regime, the Rules Enforcement Committee shall determine whether, for the purposes of this Rule, a pet has disturbed other Residents or is a nuisance. After a hearing by the Rules Enforcement Committee, at which a pet has been determined to be causing or creating a nuisance or disturbing other Residents, the Committee may order the pet to be removed

from Scottsdale Shadows, in addition to any and all other rights and remedies available, including Sanctions.

4. Residents who maintain a pet at Scottsdale Shadows shall register the pet at the RCI administrative office. No dog or cat may be registered unless properly licensed and proof of inoculation and/or vaccination has been filed with RCI.
- B. Any dog or cat found in a building or on the grounds of Scottsdale Shadows which is not on a leash and is not registered with RCI shall be deemed to be a stray animal and will be subject to immediate turnover to an available animal control agency.
- C. Except for violations of Rule 18 A (3) & (4), and the obligation to clean up after pets, exempted from these rules are certified Seeing Eye dogs, properly licensed under the law and possessed and maintained by a Resident certified as being legally blind and requiring a Seeing Eye dog to move about, dogs properly trained and certified to assist the hearing impaired and which are licensed, possessed and maintained by a Resident who is impaired of hearing, and animals trained and certified to assist those who are immobile.

18. **PRIORITY OF AMENITIES AND RECREATIONAL FACILITIES.**

- A. Residents, Family Members 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:
1. Meetings of RCI, the RCI Board, and RCI Committees.
 2. Meetings of Regimes, Regime Boards and Regime Committees.
 3. RCI sponsored activities and events.
 4. Resident sponsored established group activity.
 5. One-time Resident group activity.
 6. Resident sponsored non-commercial private party.
- C. Non-residents shall not be entitled to reserve RCI facilities for any reason.
- D. At all times, appropriate attire shall be worn and proper decorum shall be observed.
- E. This priority schedule shall prevail until one party conclusively schedules/reserves the room/facility.

19. USE OF COMMUNITY ROOMS.

- A. Use of the rooms listed in this Rule is restricted to Residents of Scottsdale Shadows, their Family Members, and Guests.
1. The following rooms are designated as Community Rooms and are available for table games and other activities, and are open from 8 AM to 10 PM daily: Cholla Room, Saguaro Room, Anasazi Room, Navajo (Ping Pong-TV-Billiard) Room, and the Art Room.
 2. The Library is open from 8 AM to 10 PM daily.

3. The Pima Room is reserved for use of RCI and the Regimes, as well as for meetings of the RCI and Regime Boards and Committees.
 4. Rooms for ceramics, woodworking and other crafts are available for use from 8 AM to 10 PM daily. Because of safety requirements, access to these rooms may be obtained from the Community Service office.
 5. The Lounge shall not be accessible except with the prior approval of RCI or it's manager or when reserved for RCI or Regime sponsored events, for formal group activities or private parties. Priority flexibility shall be determined by the RCI board or the Manager. (This applies also to Number 18 above.)
 6. The Garden Room shall not be used as a game room.
 7. Fees may be charged guests for the use of these amenities.
- B. The use of tobacco in any form in any of the RCI rooms at Scottsdale Shadows is strictly prohibited.
- C. Food and beverages may be consumed at any time in such room as may be designated by the Board. Consumption of food and beverages in other rooms is limited to events sponsored by RCI, the Regimes, or at private parties as set forth in Rule 20.

20. **GROUP AND PRIVATE PARTIES.**

- A. RCI offers Residents three different locations for group and individual private parties: The Lounge, The Community Rooms and the pools. 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 not later than five (5) days before the date requested. Each request must be accompanied by the appropriate refundable security deposit to insure 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.**

- C. The RCI Manager shall make the final decision with regard to 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. A claim for any unpaid dollar amount will be enforced in the same manner as any other unpaid assessment with respect to the Resident and applicable Unit, in addition to any and all other rights and remedies available, including Sanctions.**

- 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.

E. The Facility Pass requirement shall be waived for Guests attending private or group parties held at RCI facilities.

F. Venue specific requirements:

- 1. Exclusive private use of the Lounge requires a two hundred fifty dollars (\$250.00) non refundable cleaning up fee and a refundable three hundred dollar (\$300.00) security deposit. Lounge furniture including tables and chairs are available. Access to the kitchen is permitted. Anything unique, including linens, china, glassware, serving utensils and pots or pans, must be provided by the Resident. Party sizes are limited to 154 people. Parties must be concluded by twelve midnight.**
- 2. Exclusive use of each of the Community Rooms requires a non refundable clean up fee of seventy five dollar (\$75.00) and a refundable one hundred dollar (\$100.00) security deposit. 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.**
- 3. Exclusive use of each of the pools requires a non-refundable clean up fee of one hundred (\$100.00) and a refundable one hundred dollar (\$100.00)**

security deposit. Eight or more guests constitute a private pool party for the purpose of bringing the requirements of this rule into effect. Assignment of pools shall be based on the number of guests. Pool number one (1) may not be utilized for fewer than forty (40) or more than legal capacity. Pools number two (2) and three (3) shall not be utilized for fewer than eight (8) nor more than forty (40) guests. Alcoholic beverages and glass containers are prohibited. All party activity is limited to three hours and shall be concluded by 10 PM Sunday through Thursday and by 11 PM on Friday and Saturday. No more than two pools may be reserved for private parties at the same time.

21. MISCELLANEOUS SAFETY/LIABILITY RULES.

- A. Scottsdale Shadows has streams and ponds which are not fenced or otherwise enclosed. All persons are prohibited from fishing, feeding ducks or loitering near the banks of these unenclosed bodies of water.
- B. Residents shall be responsible for any injuries to their Family Members, Guests, Guests of Family Members, Invitees and Licensees, which occur in or on the Common Areas or Common Elements or in an Apartment Unit of Scottsdale Shadows.
- C. Relatives, Family Members and 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, Family Members and 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.

- D. Skateboarding, roller skating, roller blading, electric/gas scooters or other non-street worthy conveyances and bicycling are prohibited on the Common Areas and Common Elements of Scottsdale Shadows, except that bicycling is permitted on the streets within the designated white striped areas and Handicap vehicles or motorized wheel chairs are allowed according to law.**

- E. No alcoholic beverages shall be consumed on the Common Areas and Common Elements of Scottsdale Shadows except at RCI and Regime sponsored events. In the event that a private party sponsors an activity, the sponsor shall provide private insurance for liability and personal injury for Scottsdale Shadows residents, Officers and Directors of RCI and the Regimes. The Resident shall submit a copy of the proper documentation to the manager twenty four (24) hours before the event.**

22. **SWIMMING POOLS, JACUZZIS,
SAUNAS, AND EXERCISE FACILITIES.**

- A. Use of the pools, jacuzzis, saunas, and exercise facilities is restricted to Residents of Scottsdale Shadows, Family Members and Guests. A Resident having more than eight (8) Guests on any day will be deemed to be sponsoring a private pool party and will be required to comply with the provisions of Paragraph F of Rule 20.
- B. Residents, Family Members and Guests under the age of 16 years may use these amenities and facilities provided they are accompanied by and are under the supervision and control of an adult Resident or Guest.
- C. No lifeguard is provided at the pools and jacuzzis. Persons using the pools and other facilities do so at their own risk.
- D. Removal of furniture or equipment from the pool areas is prohibited.
- E. FOR REASONS OF HEALTH, ALL PERSONS, CHILDREN OR ADULT, WITH INFECTIOUS OR OPEN SORES OR WHO ARE UNABLE TO CONTROL THEIR BODILY FUNCTIONS, ARE PROHIBITED FROM USE OF THE POOLS AND JACUZZIS.
- F. Unruly conduct or conduct of any kind which is disturbing to other swimmers or persons using the pools or facilities adjacent to the pools is prohibited.

- G. Lockers at Pool #1 are for the use of the Residents on a first-come-first-served basis. The lockers may be locked by the persons using them during the normal hours when the facility is open for use. No locks are to remain on lockers overnight.
- H. Conduct shall be further governed by posted Rules. These Rules will have the same force and effect as if fully set forth herein.

23. **BILLIARD ROOM AND TABLE TENNIS FACILITIES.**

- A. Use of the Billiard room and Table Tennis facilities is restricted to Residents of Scottsdale Shadows, Family Members and Guests. When using these facilities, Residents shall have an Identification Card in their possession and a Family Member or Guest shall have a Facility Pass in his possession.
- B. Residents, Family Members and Guests under the age of 16 may use the billiard and tennis tables without payment of a fee 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.

**24. USE OF THE GOLF COURSE AND
TENNIS COURTS**

- A. Use of these Amenities and Facilities is restricted to Residents of Scottsdale Shadows, Family Members and Guests. In order for a Guest to use this course, the Sponsoring Resident, as defined in the Definitions Section above, shall pay a fee of Five Dollars (\$5.00) per day per guest for the use thereof. When using these facilities, a Resident shall have an Identification Card in their possession and a Family Member or Guest of a Resident shall have a Facility Pass in his possession.**
- B. Residents, Family Members and Guests under the age of 16 years may use the course without payment of a fee provided they are accompanied by and are under the supervision and control of an adult Resident or Guest.**
- C. Proper attire is required while 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 Services office has placed flags on the greens and the putting area. Play is prohibited after the flags have been removed.**
- F. Persons using the golf course shall play the holes in consecutive order, starting with Hole #1.**
- G. 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. All players shall maintain the pace of play but no more than three (3) balls may be hit if this does not impede those waiting to play.

- H. Community Service officers, augmented by appropriately identified volunteer Residents appointed by the Manager, or designee, shall monitor play on the golf course.
- I. Conduct shall be further governed by posted Rules, which Rules will have the same force and effect as if fully set forth herein.
- J. Any Person causing damage to another person's property or injury to another person while using the golf course 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.

25. **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 the complex must receive clearance from the gatehouse before proceeding.
- B. Only designated individuals (Co-Owners and Long Term Residents) of Scottsdale Shadows who garage or park their cars 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 various colored Bar code stickers must be affixed to the vehicle by an employee of the management company. Co-Owners must show proof of ownership by car registration and Scottsdale Shadows I.D. Card. Long term Residents (defined as residing in the Unit for a term of not less than six (6) months) must show a duly executed lease, conforming to the respective provisions of all RCI, and Regime Rules and Regulations, By-Laws, and CC&R's. A Unit Owner's immediate family member, permanently residing in owner's Unit shall also be entitled to receive a Bar Code Decal upon proof of such relationship and residency. Residents may obtain from the admin office 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.

- C. Upon the sale of a Unit, or the expiration of the term of the lease, such Bar Code Decal shall be surrendered to the Administrative office or Community Services and shall be electronically deactivated.
- D. Unit Owners or Long Term Tenants must obtain from the Admin Office a guest pass for family members and guests, which passes must, while the vehicle is on Scottsdale Shadows property, be prominently displayed in the front windshield or suspended from the rear-view mirror. Such pass shall contain a date on which the pass is due to expire, and which shall in no event be valid for a period in excess of fifteen (15) days from the original date of issuance unless otherwise approved by RCI

or its Manager in writing.

- E. All contractors, delivery persons and short term visitors (daily or less), shall be permitted access to the community, only upon the resident occupying the Unit, notifying the Community Service Gate House of their impending arrival. In the event the gatehouse is not so notified, the Community Service person on duty shall have the right to refuse entry to said unauthorized vehicle and its occupants. The Community Service person, on duty, may, but shall not be required to call the Unit owner to verify such entry as time permits.
- F. Any vehicle parked in a underground or any of the outside parking areas located in Scottsdale Shadows, on which either a Bar Code Decal, or guest pass is not prominently displayed, may be removed, at the Unit owners expense.

26. SAFETY PRECAUTIONS.

For Reasons of Safety:

1. The maximum speed on the streets of Scottsdale Shadows is limited to 15 miles per hour.
2. Roadways have been designated and marked as one way streets.
3. Short cuts through the underground garages (cutting through) are strictly prohibited.
4. Unsafe operation of a motor vehicle on Scottsdale Shadows property.

This Rule is fundamental to the safety and well being of the Residents of Scottsdale Shadows. The Board of Directors views any violation thereof with the utmost seriousness. Any violation of

this Rule will subject the violator to a monetary 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 Regimes

27. 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 (as defined in Paragraph B hereof) or a vendor starting a work project is scheduled, Residents (current or prospective) shall notify the Community Service Office. Prior to any partial or total 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 the amount of \$200.00 to be used to defray the cost of repairing any damage to the Common Areas or Common Elements resulting from the move. If the Regime Board of Directors, RCI, or their designee, determines that no 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, returned. If the security deposit is insufficient, the Resident shall also reimburse the Regime or RCI, depending upon whether the damage occurred on Common Elements or Common Areas, for any additional expense incurred in repairing, cleaning, and restoring the premises and property. A claim for any 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.**

- B.** There will be no moves into or out of Scottsdale Shadows on Saturdays or Sundays. Moves will be scheduled Monday through Friday from 8:00 AM until 7:00 PM only. After 7:00 PM the vehicles must be removed from the property. There will be no deliveries 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 this are delivery services such as USPS, UPS, FedEx, Emery, DHL, etc. For purposes of this Rule, the term "large item" shall be defined to mean any item that is too large to be hand carried.
- C.** No moves or deliveries of large items may be made through the first floor lobbies, nor shall any of the lobbies be used as a workspace. Stairwells of the buildings may be used for first floor moves and deliveries. 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 or movers.
- D.** 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.
- E.** 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.

- F. 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. Co-Owners will be held equally responsible for damage, in addition to any and all other rights and remedies available, including Sanctions.
- G. No construction work by contractors or Residents shall commence in any building before 8:00 AM and all work shall cease by 7:00 PM. No installation or work of any kind is permitted on Sundays or holidays.
- H. The Community Service office shall hang covering for the elevator walls and floors and remove the overhead grill if the size and type of delivery warrants it.
- I. Residents are also responsible for the actions and conduct of their movers, installers and contractors and shall acquaint them with these rules.

28. **KEY CONTROL - SECURITY PROCEDURES.**

- A. Residents should 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 Regime and Regime 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 cost 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 Director or his designee.
- D. Keys shall not be issued to Residents without identification.
- E. Community Service officers may not accept a key from anyone for the purpose of delivering it to another person.

29. **PROHIBITION AGAINST HARASSMENT, ASSAULT AND/OR BATTERY.**

Any Resident of Scottsdale Shadows or any Family Member or any Guest, Invitee or Licensee of any Resident who shall harass or unlawfully commit a verbal or physical assault and/or battery upon another Resident or upon a Family Member, Guest, Invitee, or Licensee of a Resident or upon an employee of RCI or of an Association, or upon an employee working under contract to RCI or of a

contractor or other person who is working in a Unit or on the Common Areas or Common Elements of Scottsdale Shadows, shall be liable for all related damages, in addition to any and all rights and remedies available, including Sanctions. Upon receipt of a complaint alleging misconduct, as above described, by an employee of Scottsdale Shadows, the Manager shall investigate, take appropriate action, and inform the Complainant when action is concluded.

30. CO-OWNER LIABILITY FOR VIOLATIONS.

Notwithstanding anything herein to the contrary, Co-Owners are not only responsible for their own violations of the Condominium Documents, including these rules, and resulting damages and/or Sanctions, including monetary penalties, but Co-Owners are also ultimately responsible for violation 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 their Family Members, Guests, Invitees and Licensees, and Tenants and their Family Members, Guests, Invitees and Licensees. The right of recovery for damages is in addition to any and all other rights and remedies available at law or in equity.

ENFORCEMENT AND IMPLEMENTATION OF THE RULES

The Rules by which we govern ourselves in a community such as Scottsdale Shadows 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 Regime Boards of Directors have established the following procedures for the administration and enforcement of the condominium 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 the Rules Enforcement Committee for disposition.

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 and failure to appear at the hearing will result in the hearing proceeding in absentia. Hearings are held before a Rules Enforcement Committee Panel composed of not less than three volunteer co-owner residents. A decision of the Panel shall require the concurrence of a majority thereof.

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 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 a Complainant wants to know the outcome of a case in which he was involved, the information will be available to him at RCI.

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 on the issue of adequacy of notice.

The action of a Committee Panel will be final unless or until it is modified in some part by a majority of the RCI Board at which a quorum was present and voting for the change.

If a majority of a Committee Panel should find that a Respondent has violated a provision of the condominium documents or RCI governing documents, 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.

Once a case is concluded and Notice of Decision has been provided to the Respondent, failure on the part of Respondent to comply will result in the immediate suspension of the right of access to and use of the Amenities and Recreational Facilities until such time as the Respondent does comply with all aspects of the Panel or Board decision. This provision is 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 any and all other remedies to enforce or collect the penalty, available in the community governing documents, at law or equity. With the exception of 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 Documents 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 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 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.

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 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 Rules Enforcement committee 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 Schedule below for each day until such time as the Resident either ceases proscribed conduct or complies with the Order. Certain violations as below shown carry their own accelerator penalties for continued or repeat violations. Attached hereto and made a part hereof is a Schedule of maximum monetary penalties.

MISCELLANEOUS

In the event any one or more of these rules and procedures, or any portion thereof, is adjudged invalid or superseded by future action, such partial invalidity shall not affect any other rule or procedure herein, or any other portion of the directly affected rule and procedure, all of which shall remain fully enforceable as to all Co-Owners, Family Members, Tenants, Guests, Invitees and Licensees as set forth above. In lieu of the superseded or invalid rule and procedure, or any portion thereof, additional rules and procedures may be promulgated to take the place of, supersede and be effective with respect to the superseded or adjudged invalid rule. Moreover, as set forth in the Condominium Documents, these rules and procedures may be amended and new rules and procedures promulgated from time to time.

Failure to enforce any provision of the governing documents, including these rules and procedures, shall not constitute a waiver of the right of enforcement thereafter.

RCI shall furnish a copy of the foregoing rules and procedures, any modifications, and any new rules and procedures subsequently adopted, to every Apartment Unit, offsite Co-Owner, and employee of Scottsdale Shadows. However, failure of RCI to provide such copies shall not relieve any Co-Owner, Resident, Family Member, Guest, Invitee, Licensee or employee from complying with these rules and procedures, nor waive any of the rights, conditions or restrictions stated herein, or create any liability on the part of the Regimes, RCI, or their officers, directors, agents or employees.

SCHEDULE OF PENALTIES PER OFFENSE **

Rule #	Title	<u>Penalty Per Offense</u>
1.	Single Family Residential Use	\$30.00 per day
2.	*Leases	\$30.00 per day
3.	No Obstructions	\$40.00
4.	Information on Mortgages	\$20.00
5.	Repairs	\$100.00
6.	Insurance	\$60.00(+ (see Rule #6 above)
7.	Charcoal, and Propane Barbecues	\$100.00
8.	*Nuisances	\$60.00
9.	Alterations, Additions, Improvements and decorations	\$100.00
10.	Garbage and Trash Disposal	\$35.00
11.	Radio, Television and Other Electrical Equipment	\$20.00
12.	Storage and Parking of Bicycles and Other Objects	\$40.00
13.	Washing and Repair of Vehicles	\$25.00
14.	Prohibited Parking	\$40.00
15.	*Identification Cards for Residents and Facility Passes For Guests	\$10.00 (per day/per guest)
16.	Access To Units For Inspection, Maintenance, Repair, Pest Control and Emergencies	\$100.00 (+any other costs later found)
17.	Restriction on Pets	\$100.00 (per pet per month)
18.	Priority of Amenities and Recreational Facilities	\$50.00 (+any damages)
19.	Use of Community Rooms	\$50.00
20.	Group and Private Parties (Administrative)	No Penalty
21.	*Miscellaneous Safety/Liability Rules	\$100.00
22.	Swimming Pools, Jacuzzis, Saunas, and Exercise Facilities	\$50.00

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|-----|---|---------------------------------------|
| 23. | Billiard Room and Table Tennis Facilities | |
| | | \$60.00 (a fee may be charged guests) |
| 24. | Use of Golf Course & Tennis Courts | |
| | | \$15.00 (per violation per guest) |
| 25. | Traffic In and Through Scottsdale Shadows | |
| | | \$300.00 |
| 26. | *Safety Precautions | \$300.00 |
| 27. | *Contractors, Vendors and Delivery of Items | |
| | | \$250.00 |
| 28. | Key Control - Security Procedures (Administrative) | |
| | | No Penalty |
| 29. | *Prohibition against Assault and/or Battery, Illegal Harassment | \$250.00 |
| 30. | Co-owner Liability for Violations | |
| | | \$250.00 (or as specified above) |

• Denotes Rules whose repeated violations will result in significant increases. On the occurrence of the third 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 fifth violation of the same rule within twenty four (24) months of the third violation, the penalty per offense will be doubled.

** Note1: Nothing above will preclude RCI and/or the Regimes 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 Rules Enforcement Committee. Any and all violations of Rules committed in or about Regime areas, or which involve common elements, may be enforced by the Regime Enforcement Committee, or other person or body appointed by the Regime to resolve and administer such issues, unless the Regime relegates enforcement of such violations to the RCI Enforcement Committee.

The right to pay ½ 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 ¾ of the specified penalty for a violation upon a waiver of a hearing for subsequent violations.