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**RULES & REGULATIONS  
GOVERNING**

**The Community known as**

**SCOTTSDALE SHADOWS  
7800 E. Camelback Rd.  
Scottsdale, Arizona 85251**

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**Includes the Following:**

- **Rules and Regulations of RCI (Recreational Center, Inc)**
- **Rules and Regulations governing each of the following HOA's**
  - **Regime I**            **Building 21**
  - **Regime II**        **Buildings 22 & 23**
  - **Regime III**       **Buildings 24 & 25**
  - **Regime IV**       **Buildings 26 & 27**
  - **Regime V**        **Buildings 28 & 29**
  - **Regime VI**       **Buildings 30 & 31**
  - **Regime VII**      **Buildings 32 & 33**

**NOTE: (a) The RCI Rules and Regulations together with the Regime Rules & Regulations, and Mini Rules apply to all persons residing in, visiting or are on the premises of Scottsdale Shadows**

**(b) The Rules and Regulations of a particular Regime apply only to that Regime**

**(c) These Revised Rules and Regulations shall become effective:**

**July 1, 2009**

## SCOTTSDALE SHADOWS RULES AND REGULATIONS

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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 to provide a safe and congenial neighborhood.

When Scottsdale Shadows was *developed*, 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 REPRESENTS THE LATEST COMPILATION AND REVISION OF THESE RULES. IT IS NOT INTENDED TO SUPERCEDE OR REPLACE ANY *RCI OR REGIME* GOVERNING DOCUMENTS BUT RATHER TO AUGMENT THEM.

The Community known as Scottsdale Shadows consists of RCI (owns and maintains all of the Common Areas, and serves as the Management Company to each of the Regimes), together with Seven (7) Independent Regimes [HOA's], Regimes I-VII. Each Regime owns its buildings and Common Elements. RCI and each of the Regimes maintains its own Board of Directors and Officers. While each of the Regimes maintains its independent autonomy, as does RCI, these rules take into consideration the independent rules of the respective Regimes, as well as those rules that apply to everyone living in or visiting the 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 Regimes over their respective property, 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. As a result 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 Regimes. In addition, Rules pertaining to each individual Regime are included separately in this document, under the chapters pertaining to said individual Regime. Any current or new Co-Owner shall be given a copy of these Rules, together with only those Rules that apply to the particular Regime 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 REGIMES. THESE RULES SHALL BECOME EFFECTIVE, BY RESOLUTION OF THE VARIOUS BOARDS OF DIRECTORS AS OF JULY 1, 2009.

Should there be any conflict between any of the CC&R's, By-Laws, Rules contained in the RCI portion herein, and the Rules of a specific Regime, the Rules of the specific Regime 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 supercede any Regime Rule that may be in conflict therewith.

*In the event that a Rule set forth in the Section Entitled:*

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

contains language referring to a Regime or Common Elements as to its applicability, it means that all of the individual Regimes 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 "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 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 a Regime, as the case may be, it shall be given full force and effect.

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 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 Regimes and RCI recognize the need to maintain a degree of consistency and unanimity with regard to the Regime and RCI Rules, and the affect 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 as a whole.

## 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 a Regime 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 Regime and Declaration of Covenants, Conditions and Restrictions (*CC&R's*) 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 RCI and the incorporated Regimes are formed and organized under the statutes of the State of Arizona, as *may be* amended from time to time.

- D. "Association or Regime ("HOA") means a horizontal property Regime existing by virtue of a recorded Declaration of Covenants, Conditions and Restrictions, (CC&R's) 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. "By Laws" means the code of rules adopted by RCI or the Regimes for the internal regulation, management and control of their affairs. *Please note that RCI and the individual Regimes 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 a Regime) a Regime 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 a Regime "general common elements", as that term is defined in the Arizona Revised Statutes, including without limitation the Regime 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 Regime*, entryways, landscaping of the Common Elements, and all other portions of the *Regime*.
- I. "Complainant" means any person who files a complaint alleging that a violation of the *RCI or Regime* documents has occurred.

- J. "Condominium Documents" means the Declaration of Horizontal Property Regime and Declaration of Covenants, Conditions and Restrictions (*CC&R's*) 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 *may be* 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. "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 Regime* parking spaces in the underground parking garages of *a Regime* 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 virtue of 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 Regime 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 Regime 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 Regime 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 Regime 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 Regimes, herein referred to singularly as a "Regime" or collectively as "Regimes", together with all of the Common Elements owned by such Regimes, as well as the Common areas owned by RCI, together with all of the Residents who reside in the Units located within the Regimes. 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 Regime or Regimes 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 Regimes*.

## 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 such time as he has obtained or can produce a valid card. A Resident may be issued a Citation for failing to produce a valid ID 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) Residents may designate, 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 of up to six (6) months. If such frequent visitor is an immediate family member of

an Owner, and the Owner is in residence and occupies the Unit, and such frequent visitor visits at least three times per month, then, at the request of such Resident, a bar code may be issued to said frequent visitor, at a fee set by the RCI Board. The bar code provides entry through the bar code gate, however such bar code does not substitute for the necessity of obtaining a Facility Pass where appropriate.

(III) Residents shall provide RCI (the Registration and Records Office) with a list of visitors whose names will be placed into the Gatehouse computer system. When a visitor seeks to enter Scottsdale Shadows, said visitor must identify to the gatekeeper his/her name, the name of the Resident being visited, together with the Building and Unit number. If the visitor's name does not appear on the list of visitors for that Resident, the visitor may be asked to pull aside, and make a phone call to the Resident who must verbally authorize entry.

(IV) 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 they must be accompanied and supervised by an adult Resident with an ID Card or an adult Guest with a valid Facility Pass

(V) 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.

(VI) 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, as well as frequent visitors, 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 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. In addition a Lessee 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 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 the RCI Administration Office or 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 the lease, the related Bar Code Decal shall be electronically deactivated. This shall also apply to any Bar Code Decal issued to a frequent Visitor of such Resident.

D. Residents must obtain from the Administration Office 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. (i) All contractors shall be permitted access to Scottsdale Shadows only after the Owner of the Unit in which the contractor is to perform service has notified either the Registration and Records Office, or the Gatehouse of the arrival of such Contractor, and such Contractor or 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 contractor shall be required to stop in at the Registration and Records Office and complete the required paperwork prior to entry into the Unit. If said Office is closed, said paperwork shall be provided to the Gatehouse prior to entry. Either the Registration and Records Office or Gatehouse, as the case may be, shall verify by phone with the Owner the authority for the Contractor to enter the Unit, if such authorization has not been previously received.

(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 each entry,

to register with the Registration and Records Office, or, if closed, either the Gatehouse or admin Office, by completing the required form 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 the purpose of showing, inspecting or appraising Units may do so between the hours of 8:00 AM and 7:00 PM, daily.

(iv) All Visitors seeking entry into Scottsdale Shadows, shall, unless verified as authorized by the Gatehouse through the Gatehouse electronic Visitors List shall be required to enter the gate and immediately pull over into one of the assigned parking spaces and make a call to the Resident to be visited from the phone attached to the side wall of the Gatehouse. If the Resident authorizes entry, such visitor shall be issued a Day Pass, and authorized to proceed. If the Resident should deny such authorization to enter, or such Resident cannot be reached, then the visitor shall be asked to leave Scottsdale Shadows.

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. Short cuts 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.

This Rule is fundamental to the safety and well being of the

Residents of Scottsdale Shadows. The RCI Board of Directors views any violation thereof with the utmost seriousness, as it does all of 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 Regimes.

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 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 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 Director 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 the purpose of 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 Registration and Records 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 Regime, 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 respective designee determines that no damage has occurred, the deposit will be refunded. (See Addendum 2 for Regime specific requirements)

B. Moves will be scheduled Monday through Saturday from 8:00 AM until 7:00 PM. After 7:00 PM, the vehicles must be removed from the property. There will be no deliveries or moves in or out of Scottsdale Shadows, on Sundays or Legal Holidays. (For the purpose of this Rule, Legal Holidays shall be defined to include those holidays on which day the U.S. Post Office is closed.) 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. Residents are also responsible for the actions and conduct of their movers, installers and contractors, including any damages that may be suffered by RCI or a Regime, 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 indemnifies 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.

D. Skateboarding, roller skating, roller-blading, electric/gas scooters, or other non street worthy conveyances and bicycling are prohibited on the RCI Common Areas 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 RCI Common Areas except at RCI sponsored events.

F. In the event that 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 Regimes 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 RCI General Manager twenty four (24) hours before the event.

G. Lockers at Pool #1 are for the use of the Residents and may be assigned on a first come-first serve basis, as 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 6 months shall be subject to confiscation by RCI upon RCI giving at least 7 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 and Facilities 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.

7. "WASHING AND REPAIR OF VEHICLES"

Only automobiles belonging to Residents or Guests 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.

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 Residents 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 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 and the vehicle is left standing continuously for more 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 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 particular type of 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. "PODS" may be left overnight in an RCI above ground parking area, provided that RCI has given prior written permission therefore. 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 the purpose of 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 in excess of 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 \$300.00 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 \$300.00 shall be paid to RCI for each day or portion thereof that the POD remains on RCI\_property beyond the initial 24 hour period.

(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 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.

9. "RESTRICTIONS ON PETS"

Except as may otherwise be provided by Federal, State or local law, or by the Governing Documents, including Rules and Regulations, of a particular Regime, for the health, safety, welfare and comfort of all Residents of Scottsdale Shadows, the following Rules regarding pets shall apply: (Note that the following are "RCI Pet Rules" only. For "Regime Pet Rules" refer to the Regime.

A. Residents who maintain a pet in a Regime at Scottsdale Shadows shall register the pet at the RCI Administration Office. No dog or cat may be registered unless properly licensed and proof of inoculation and/or vaccination has been filed with RCI. In addition no pet may be registered if such registration would violate a Regime CC&R, By-Law, Rule or Regulation.

B. Registered pets must be on a leash and under human control at all times while on the Common Areas.

C. Registered pets on a leash may be walked along the roadways.

D. Several Sanitary areas have been designated by RCI for the use of pets. Owners of pets are responsible for maintaining proper sanitation in regards to their pets and must immediately remove and properly dispose of any excrement from pets. Sanitary disposal containers have been placed at each sanitary area for use by pet owners.

E. With the exception of Seeing Eye Dogs, dogs trained to assist the hearing impaired, and Certified Service Animals, registered pets are not allowed in any of the facilities of RCI.

F. Any dog or cat found in an RCI facility or on the Common Areas that 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.

G. No pet shall be allowed to disturb Residents or to become a nuisance while on the RCI Common Areas.

H. Any dog, cat or other animal deemed under Federal or State law to be an emotional pet or companion animal requires a doctors letter as to the need for an owner to maintain same. Such a pet shall not be deemed or treated as Certified Service Animals and shall be subject to these and the Regime Rules and Regulations. In addition, any such animal shall qualify to be registered with RCI, only upon RCI receiving from the respective Regime, the letter from the doctor referred to above. In addition, the need for such animal by the owner shall be re-certified annually, in writing, and such re-certification shall be delivered to RCI for continued registration.

#### 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, and RCI Committees

ii. Meetings of Regimes, Regime Boards and Regime Committees

iii. RCI sponsored activities and events

iv. One-Time Regime 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 10:00 PM daily: Cholla Room, Saguaro Room and the Navajo (Ping Pong/TV/Billiard) room.

ii. The Library/Computer room is open from 7:00 AM to 10:00 PM daily.

iii. 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, unless otherwise authorized by the RCI Manager.

iv. Rooms for ceramics, woodworking, arts & crafts are available for use from 8:00 AM to 10:00 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.

v. The Lounge shall not be accessible except with the prior approval of the RCI 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 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 is in compliance with Arizona State law.

(C) No beverages shall be consumed in the shop, the computer areas in the library, or placed on any pool table or table tennis table.

12. "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, 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 insure that the particular 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 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. 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 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 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 any and 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 up 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 barbeque area adjacent to a pool may be made provided that the pool shall remain available at all times 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 barbeque 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 barbeque areas of pool 1 or pool 2 will be based on the number of guests. A request for exclusive private use of the barbeque area

adjacent to pool 1 will not be approved if the number of guests is less than twenty-five (25) or more than the legal capacity. A request of exclusive private use of the barbeque 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 barbeque area to a pool may be reserved for exclusive private use at the same time. Exclusive private users of a barbeque 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.

D. Removal of furniture or equipment from the pool areas is prohibited.

E. 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.

F. 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/her 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 Regime 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 another Resident or upon a Guest, Invitee or Licensee of a Resident, or upon an employee *of RCI*, or 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 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 Scottsdale Shadows, the Manager shall investigate, take appropriate action, and inform the Complainant when action is concluded. Notwithstanding the foregoing, a harassment complaint filed by one Resident against another, shall not be heard by the Regime or RCI Rules Enforcement Committee, and no Sanctions shall be imposed against the offending Resident, until such time as 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, 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 any and all other rights and remedies available at law or in equity.

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## SECTION-2

### REGIME RULES AND REGULATIONS

(Applicable to and adopted by All Regimes)

#### 1. "RESTRICTIONS ON USE & OCCUPANCY OF A UNIT"

Each apartment unit in a Regime shall be used solely for residential purposes by the Resident as a single family unit for himself and his family.

#### 2. "LEASES"

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&R's and By-Laws of the respective Regimes. For the purposes hereof, the terms "hotel" or "transient" purposes shall be defined to mean any lease or occupancy for which the 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 these Rule, the RCI Rules, the governing documents of RCI, or any of the Regimes, or Federal, State or Local Law. 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, and the RCI Rules, and that any violation of any provision of the Condominium documents may constitute 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, together with the appropriate Crime Free Lease Addendum for the Regime, shall be delivered to the RCI Registration and Records Office, 7800 East Camelback Road, Scottsdale, Arizona 85251, prior to the commencement date of said lease or rental agreement. Penalties for violation of this Rule shall be consecutive and counted each day as a violation, for as long as the violation continues. This process must be complete. Neither RCI, nor the Regimes will accept the lease or rental agreement as valid until completed. The terms "complete" and "completed" shall be defined to mean that a valid lease has been executed by the Lessor and Lessee, with its terms in compliance with these Rules, the RCI Rules and the

Rules of the applicable Regime, and that all fees required have been paid and received by the appropriate RCI and Regime office.

### 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 Regime 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 a Regime 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 Regime may make the repairs at the expense of the Co-Owner, in addition to any and 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 Regime for any damages that may be incurred by the Common elements as a result 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 Regime appropriate documents completed for the issuance of a permit together with any deposit that may also be required.

### 5. " STORAGE RESTRICTIONS & 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 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 Regime building shall maintain appropriate content and liability insurance and present a certificate of insurance to the Regime President or Administrator. Use of any storage Unit shall be in conformance with the respective Regime documents.

#### 6. "CHARCOAL AND PROPANE BARBECUES"

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

#### 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 shall install and maintain at all times carpeting or other sound conditioning floor covering on all floors in their Apartment Units, except in the kitchens, bathrooms, foyers and laundry areas, as determined by the individual Regimes.

(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 Regimes I-VII may have its own rules pertaining to pets, and the RCI and Regime 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 Regime 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 respective Regime Condominium Documents, provided they are maintained in good condition.

D. 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.

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, provided same are small, and are barely visible.* 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 Regime building. Rails from a patio or balcony may not be altered or removed without the prior written approval of the Regime *Board of Directors*. Holiday decorations placed in any common element

of a Regime are permitted within a *Regime* only with the prior written approval of the Regime 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 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, parking stalls & motorized or other vehicles, 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 without the prior written consent of the Regime, except as may be provided by law.

#### 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.

B. Trash shall not be stored in the storage areas.

C. All trash, rubbish, newspapers and particularly 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 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 (*Regime*) shall be at the owner's risk.

12. "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 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 advance notice of access to the Apartment Unit is required.

13. "CONTRACTORS, VENDORS AND DELIVERY OF ITEMS"

A. Should a Regime require that a permit be issued for work to be performed in a Unit in said Regime, then no work may be commenced until such permit is issued by the Registration & Records Department and the appropriate permit fee paid and deposited as may be required by said Regime.

B. 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 workplace. (A "large item" is defined as too large to be carried by hand.) 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.

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 any and 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 7:00 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 Regime 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 of 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 a Regime, then a copy of the notice shall be provided to the Regime President, as stated in (C) above and the Regime shall, in accordance with its *First Right Of Refusal Provisions* contained in its CC&R's, post a copy of said notice on the Regime bulletin boards located in its building(s).

## 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 Regime Boards of Directors have established the following procedures for the administration and enforcement of the Condominium (*Regime*) 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 Regime Board of Directors (if a specific infraction of a Regime Rule is involved and the Regime 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 Regime decide to refer its handling of a Regime 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 a Regime 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.

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 *Regime or RCI Board of Directors, as the case may be*, 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 a Regime 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 Regime Board, if the Regime 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 Regime 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 such time as 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 such time as Respondent shall comply. If a new bar code has to 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 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 (*Regime*), *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 this procedure 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 Regime 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 Regime's Panel Sanction, or 3) failed to comply with a Regime 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 Regime 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 (*Regime*) 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 Apartment Unit, offsite Co-Owner, *Tenant*, and employee of RCI. However, failure of RCI to provide such copies shall not relieve any Co-Owner, Tenant, Resident, Guest, Invitee, Licensee, or employee from complying with these Rules and Regulations 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.

Attached to these Rules and Regulations is an Addendum consisting of Mini-Rules applicable to the various Regimes, that shall be made a part of these Rules and Regulations.

These Rules and Regulations represent those applicable to the entire Community known as Scottsdale Shadows, together with General Rules applicable to all of the Regimes. In addition to these Rules and Regulations each Regime may from time to time promulgate additional Rules and Regulations that will be posted in the Regime buildings and on the Community website [www.scottsdalershadowsarizona.com](http://www.scottsdalershadowsarizona.com). It is the responsibility of each Regime 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 on the Scottsdale Shadows web site, [www.scottsdalershadowsarizona.com](http://www.scottsdalershadowsarizona.com), and any Co-Owner, 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  
MINI-RULES ATTACHED*

*ADDENDUM -2  
SCHEDULE OF MAXIMUM MONETARY PENALTIES ATTACHED*

*These Rules & Regulations have been adopted by the RCI Board of Directors and the Boards of Directors of Regimes I-VII*

*These Rules Are Posted On The RCI Website  
[www.scottsdalershadowsarizona.com](http://www.scottsdalershadowsarizona.com)*

# ***ADDENDUM -1***

## ***SCOTTSDALE SHADOWS(Mini Rules)***

### **RULES FOR OWNERS & RESIDENTS**

There are other Rules and Regulations of Both RCI and Regimes I thru VII that can be found in the

Rules & Regulations of Scottsdale Shadows – these represent MOVE-IN/MOVE-OUT Fees and Rules

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#### ***SPEED AROUND PROPERTY 15 MPH/NO CUTTING THROUGH GARAGES***

- **IMPOUND FEE** (6 x monthly maintenance) NOT A PREPAYMENT OF MAINTENANCE FEES. It remains with the Regime, and is returned or credited in accordance with the Rules and Regulations, when you sell your Unit.
- **POOL KEY** Obtain from owner (also opens all of the fence gates)
- **MAILBOX KEY** obtain previous owner or have the lock changed and pay for a new one by contacting the Post Office.
- **PAYMENT BOOKS** for Monthly Maintenance Fee, obtain from owner or Administration Office
- **LATE FEES** for maintenance payments apply after the 15<sup>th</sup> of the month
- **ID BADGE** for each resident family member at the Registration & Records Office.
- **BAR CODE** for your car at the Registration & Records Office. (Registration, Insurance Info and copy of License required). [\$7.00 per bar code, after receiving 1<sup>st</sup> Code].
- **EMERGENCY INFORMATION SHEET** Fill out and deliver to the Registration & Records Office.
- **PHONE DIRECTORY** obtain from Registration & Records Department
- **SPARE SET OF KEYS AT THE GATE** We suggest you maintain a set at the Gatehouse
- **MOVE-IN/MOVE-OUT DEPOSIT** \$200.00 **REFUNDABLE** (pays for any damage). To be deducted from the deposit-any deficiency to be paid by Owner.
- **ADDITIONAL FEES-** See reverse side of this form
- **MOVING-IN/OUT** Mon. thru Fri. 8:00 AM-7:00 PM). Saturdays OK, except I,II,III when must obtain Regime prior approval.
- **ALL DOCUMENTS** must be on file with the Administration or Registration and Records Department before Move-In or issuance of Bar Codes & ID Badges

- **PADDING OF THE BUILDING ELEVATOR** Gatehouse must be notified at least 24 hours prior to a move-in or move-out, or deliveries of large items
- **DELIVERIES** Mon-Sat. 8:00 AM – 7:00 PM (No Sundays or Holidays)
- **REMODEL OR WORK TO BE PERFORMED IN UNIT:** Must fill out Contractor Registration form and submit to Registration & Records Office prior to commencement of work. (For detailed Regime requirements call Registration & Records Department)
- **CONTRACTORS Mon. – Sat.** work can be performed 8:00 AM – 7:00 PM (No Sundays or Holidays) Contractors must register with the Registration & Records Office
- **VANS/RV'S/TRUCKS/TRAILERS** may NOT be left on property over night.
- **FOR RENTALS AND OTHER INFORMATION-SEE OTHER SIDE OF THIS SHEET**
- **REGIME II, IV & VI CONTRACTOR/REMODEL FEES (see Reverse Side)**
- **REGISTERING YOUR OCCUPANCY:** All persons residing in Scottsdale Shadows must register their occupancy with the RCI Registration & Records Office.
- All pets must be registered with the Registration & Records department
- No amenities may be used by any person under the age of 16 unless accompanied by an adult, except for the Gyms where you must be 18 years or older unless with an adult.

**BROKER/AGENT SHOWING HOURS  
8:00 AM – 7:00 PM MON. THRU SUN.**

**SCOTTSDALE SHADOWS OWNERS-TENANTS-RESIDENTS**

There are additional RCI and Regime Rules and Regulations  
Obtain A Copy From The Registration & Records Department

- **REGIME I (Building 21) 7820 E. Camelback Rd.**
  - May Only Rent after owning for 1 year Rent only Once/Year
  - Minimum period of Rental four (4) months
  - \$100.00 Move In/Out Fee
  - \$200.00 refundable move-in/out fee (subject to reduction for damage)
  - \$50.00 lease processing fee
  - Birds & Cats permitted – NO DOGS
- **REGIME II (Buildings 22/23) 7910 & 7920 E. Camelback Rd.**
  - Minimum period of rental three (3) months
  - May only rent once per year
  - \$200.00 refundable move-in/out fee (subject to reduction for damage)
  - \$100.00 lease processing fee
  - \$75.00 move-in/out fee – No Pets

- **REGIME III (Buildings 24/25) 7830 & 7930 E. Camelback Rd.**
  - Minimum period of rental four (4) Months (May rent only once per calendar year)
  - \$200.00 refundable move-in/out fee (subject to reduction for damage)
  - \$100.00 lease processing fee
  - \$100.00 move-in/out fee
  - No Pets
- **REGIME IV (Buildings 26/27) 7940 & 7960 E. Camelback Rd.**
  - Minimum period of rental four (4) months
  - \$200.00 refundable move-in/out fee (subject to reduction for damage)
  - \$100.00 lease processing fee
  - No Pets except cats and birds
- **REGIME V (Buildings 28/29) 7950 & 7970 E. Camelback Rd.**
  - Minimum period of rental three (3) months
  - \$200.00 refundable move-in/out fee (subject to reduction for damage)
  - 
  - \$50.00 lease processing fee
  - No Pets
- **REGIME VI (Buildings 30/31) 7870 & 7860 E. Camelback Rd.**
  - Minimum period of rental four (4) months
  - \$100.00 move-in/out fee
  - \$200.00 refundable move-in/out fee (subject to reduction for damage)
  - \$50.00 lease processing fee
  - For Remodel Rules and Fees ask Registration & Records Dept. for list
  - Pets Allowed
- **REGIME VII (Buildings 32/33) 7850 & 7840 E. Camelback Rd.**
  - Minimum period of rental four (4) months/Rent Only Once Per Fiscal Yr.
  - Crime Free Lease Addendum Required
  - \$300.00 refundable move-in/out fee \$200.00 (subject to reduction for damage)
  - Non refundable \$50.00 lease processing fee plus \$100.00 move-in/out fee
  - 1 small domestic pet allowed
  - Must notify RCI at lease five (5) days prior to move-in
  - Move-In/Move-Out permitted on Saturdays

**PLEASE NOTE ALL REGIMES REQUIRE THE SIGNING OF A CRIME FREE LEASE  
ADDENDUM**

***NO MOVE-IN WILL BE PERMITTED UNTIL ALL FEES ARE PAID AND A VALID  
EXECUTED DEED OR LEASE IS FILED WITH THE ADMINISTRATION OR REGISTRATION &  
RECORDS OFFICE***

CONTINUED ON NEXT PAGE

**NOTE**

**UNLESS OTHERWISE SPECIFIED ANY REQUEST FOR A MOVE-IN OR OUT ON A SATURDAY MUST BE APPROVED BY THE REGIME BOARD, PRESIDENT OR ADMINISTRATOR AS THE CASE MAY BE. Applies to Regimes I, II, III**

**CALL THE REGISTRATION & RECORDS DEPARTMENT FOR REGIME SPECIFIC INFORMATION PERTAINING TO IMPROVEMENT, PARTIAL OR FULL REMODELING OF YOUR UNIT**

**SCOTTSDALE SHADOWS RULES AND REGULATIONS**

**SCHEDULE OF MAXIMUM MONETARY PENALTIES**

EFFECTIVE AS OF July 1, 2009

SECTION	RULE #	TITLE	PENALTY PER OFFENSE**
1-RCI	1	*IDENTIFICATION CARDS FOR RESIDENTS AND FACILITY PASSES FOR GUESTS	\$10.00 PER DAY PER GUEST
1-RCI	2	TRAFFIC IN AND THROUGH SCOTTSDALE SHADOWS	\$300.00
1-RCI	3	*SAFETY PRECAUTIONS	\$300.00
1-RCI	4	KEY CONTROL-SECURITY PROCEDURES	ADMINISTRATIVE – NO FINE
1-RCI	5	*CONTRACTORS, VENDORS AND DELIVERY OF ITEMS	\$250.00
1-RCI	6	MISCELLANEOUS SAFETY/LIABILITY RULES	\$100.00
1-RCI	7	WASHING & REPAIR OF VEHICLES	\$100.00
1-RCI	8	PROHIBITED PARKING	\$100.00
1-RCI	9	RESTRICTIONS ON PETS	\$100.00 PER PET PER MONTH
1-RCI	10	PRIORITY OF AMENITIES & RECREATIONAL FACILITIES	\$100.00 PLUS ANY DAMAGES
1-RCI	11	USE OF COMMUNITY ROOMS	\$100.00
1-RCI	12	GROUP & PRIVATE PARTIES	ADMINISTRATIVE – NO FINE
1-RCI	13	SWIMMING POOLS, JACUZZIS, SAUNAS & EXERCISE FACILITIES	\$100.00
1-RCI	14	BILLIARD ROOM & TABLE TENNIS FACILITIES	\$100.00 FEE MAY BE CHARGED GUESTS
1-RCI	15	USE OF GOLF COURSE & TENNIS COURTS	\$100.00/VIOLATION/GUEST
1-RCI	16	*PROHIBITION AGAINST HARASSEMENT/ASSAULT AND/OR BATTERY	\$250.00
1-RCI	17	CO-OWNER LIABILITY FOR VIOLATIONS	\$250.00 OR AS SPECIFIED ABOVE
2-REGIMES	1	RESTRICTIONS ON USE AND OCCUPANCY OF A UNIT	\$30.00/DAY
2-REGIMES	2	*LEASES	\$30.00/DAY
2-REGIMES	3	OBSTRUCTIONS	\$100.00
2-REGIMES	4	REPAIRS	\$100.00
2-REGIMES	5	STORAGE RESTRICTIONS & INSURANCE	\$100.00 + SEE REGIME RULE 6
2-REGIMES	6	CHARCOAL & PROPANE BARBECUES	\$100.00
2-REGIMES	7	NUISANCES	\$100.00
2-REGIMES	8	ALTERATIONS, ADDITIONS, DECORATIONS, IMPROVEMENTS	\$100.00
2-REGIMES	9	GARBAGE & TRASH DISPOSAL	\$100.00
2-REGIMES	10	RADIO, TELEVISION & OTHER ELECTRICAL EQUIPMENT	\$100.00
2-REGIMES	11	STORAGE AND PARKING OF BICYCLES AND OTHER OBJECTS	\$100.00
2-REGIMES	12	ACCESS TO UNITS FOR INSPECTION, MAINTENANCE, REPAIR, PEST CONTROL & EMERGENCIES	\$100.00 + COSTS LATER FOUND
2-REGIMES	13	*CONTRACTORS, VENDORS AND DELIVERY OF ITEMS	\$250.00
2-REGIMES	14	PROCESS SERVERS	ADMINISTRATIVE – NO FINE

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PLEASE NOTE

***\*Denotes Rules whose repeated violations will result in significant increases. On the occurrence of the third (3d) 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 third (3d) violation the penalty for the 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.***

***NOTE2: 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 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 3/4 (75%) of the specified penalty for a violation upon a waiver of a hearing for subsequent violations***