

# **VENU AT GRAYHAWK CONDOMINIUM ASSOCIATION RULES & REGULATIONS**

## **Adopted January 19, 2021**

*This section will review the amenities and facilities here at Venu, along with a condensed version of the core rules and regulations associated with each, to help ensure you maximize your enjoyment of Venu and its facilities. They also outline the rules, etiquette and policies for the Great Rooms and Common Areas. For additional information you may review your CC&Rs and reference the 2015 Code of Conduct. Please note that, for health and safety reasons, residents under 14 years of age must be accompanied by individuals over the age of eighteen (18) to use certain amenities within the community, and proper attire is required for use of each amenity. An Individual, single use Liability Waiver is required to be signed prior to use of amenities.*

### **BBQS/ OUTDOOR FIREPLACES:**

- Within the community you can find several gas BBQ grills that are available to residents on a first come, first serve basis. Please clean off after each use.

### **BICYCLES:**

- We have four bicycles available to residents to check out for daily rides. A signed Credit Card Authorization Form and a copy of the resident's driver's license is required to remain on file during the reservation. Helmets and safety vests are available and recommended during use of the bicycles.
- Residents to clean after use.
- Residents and Guests must sign a use liability waiver and Waiver and Release of Liability release waiver prior to using equipment.

### **BILLIARD & PING PONG TABLES:**

- Available on a first come, first serve basis. There are no reservations needed. Please be advised if residents are recklessly hitting the balls and scratching the table they may be asked to leave. Residents to clean pool sticks and balls after use.
- Residents and Guests must sign a Waiver and Release of Liability release waiver prior to using equipment.

### **CAR WASH & CAR HELP:**

- Residents can borrow a hose and bucket to wash their vehicle in the designated car wash areas. A copy of the resident's ID is required to be on file during use. Resident to clean after use.
- Chargeable battery station is available for use to jumpstart vehicles with dead batteries.
- Resident to clean after use.
- Residents and Guests must sign a use liability waiver and Waiver and Release of Liability prior to using equipment.

### **CODE OF CONDUCT:**

- All persons must conduct themselves in a civil and courteous manner at all times and must not jeopardize or interfere with the rights and privileges of others.
- Loud, profane, indecent or abusive language towards staff, management, residents or members is prohibited.
- Harassment or physical abuse of any person by another is prohibited.

- No person's actions shall compromise the safety of another. All persons participating in an event or activity shall obey all safety rules and shall cease unsafe activity when directed to do so by Association's management, staff or other authority.
- No person shall act in a way that brings disrepute or negative attention to the Association or its Members. All persons shall respect the duties and authority of Association's staff and management. Any directives, verbal or written, from Association staff shall stand. If any person disputes an Association staff's actions, then that person shall be entitled to a hearing before the Board, or any committee or individual appointed by the Board for such purpose, to determine the validity or acceptability of any disputed action. Until the Board or its appointee decides otherwise, the action shall be deemed valid and acceptable. Any inattention to duty or lack of courtesy by an Association staff should be reported to the Manager or the Board.
- **Enforcement:** Pursuant to the Declaration at Article 6, Section 6.3, the Board may impose sanctions for violation of these Rules and the Code of Conduct, including but not limited to the suspension of an Owner's membership rights, monetary penalties, and other legal action.

**CONFERENCE ROOM:**

- Must make a reservation to use. Can accommodate groups of 4 max. White board with dry erase markers, equipped with USB ports, Wi-Fi and direct internet access ports, and TV with mirror screening.
- Residents to clean after use.
- Residents and Guests must sign a use liability waiver and Waiver and Release of Liability release waiver prior to using equipment

**CONSTRUCTION GUIDELINES:**

- The term "Contractor" is used herein to refer to all such persons and firms engaged in or responsible for construction in Grayhawk, including all property owners, developers, and/or general contractors responsible for construction activities. Such contractors shall be responsible for compliance with these policies by all persons and firms employed or otherwise permitted access to Grayhawk by such contractors, including all employees, agents, subcontractors, material suppliers, guests, etc., Grayhawk Community Association ("GCA") may monitor all construction activities for compliance with these policies and reserves the right to pass judgment upon compliance by such contractors and to enforce, amend or temporarily waive any or all policies at any time. Violations of these policies will be reported to the responsible contractor - who shall take immediate action to correct the violation. If corrective action is not taken by the responsible contractor GCA shall have the right to take any one or all of the following actions: to suspend the work or any portion thereof; to evict the contractor and/or offending party for such time as GCA shall deem appropriate; and/or permanently refuse access to the contractor and/or offending party.
- These policies shall be attached to and shall become a condition of all contracts, subcontracts or orders for construction activities in Grayhawk.
- Any and all approvals required by these policies and any and all waivers to these policies must be obtained by contractor in writing from the Grayhawk Community Association in advance. Approvals and waivers are on an individual basis and apply only to specific situations being approved or waived. To request an approval or waiver, please contact the Grayhawk Community Association office @ 480-5639708.

### **CONSTRUCTION ACTIVITY:**

- **Protection from Construction Activities:** All residents, guests, personal and real property including the golf courses, all streets, common areas and desert shall be protected from harm or damage at all times from construction activities including blowing or falling materials, debris or trash and all other safety hazards.
- **Non-Interference:** Contractor shall coordinate and schedule all construction activities so as to minimize interference, interruption and nuisance to residents and guests at Grayhawk. This includes but is not limited to activities that restrict the use of streets, sidewalks and common areas.

### **CONSTRUCTION SITE:**

- **Trash and Debris:** Construction sites shall be maintained in a safe, clean and orderly condition at all times. All trash, scraps, debris, mud, refuse and other undesirable material shall be collected daily, placed in suitable containers and removed from the site weekly; this includes any trash or materials blown or disposed of outside the construction site into streets, common areas and desert.
- **Storage:** Except when actually required for use in construction, all materials, tools, supplies, equipment, vehicle etc. shall be kept in a storage yard or parking facility. All storage yard sites shall be fenced and screened in an approved manner all materials shall be neatly stacked.
- **Trailers:** Construction trailers may be utilized for field offices or for storage with proper approval. Approval of the location, size, color, graphics, services, parking etc., for all trailers must be obtained prior to installation. Driveways and parking facilities for construction personnel and deliveries shall also be approved prior to installation or utilization.
- **Signage:** Construction signs shall be restricted to those signs necessary to identify the Contractor's office or storage/delivery site. All Signs shall be approved in advance as to size, location and design.
- **Water/Restrooms:** Contractor shall provide drinking water and sanitary facilities for all construction personnel. Use of golf courses or Common Area restrooms and facilities is strictly forbidden.
- **Vehicles:** All vehicles must be parked on the same side of the road and must not block adjacent driveways.

### **RESTRICTION TO JOB SITE:**

- **Construction Hours:** Construction activities will be restricted within Grayhawk to the hours of 7:00 am to 6:00 pm Monday through Friday. Construction hours for Saturdays will be 8:00 am through 3:00 pm. Sundays (quiet work only) 8:00 am through 3:00 pm. These hours may be amended at any time by GCA.
- **Gated Communities:** The gated communities within Grayhawk, like the Association, will require passes for construction personnel, equipment and vehicles. Passes will be periodically updated; personnel and vehicles must display current pass to gain access to job site. Construction passes will be issued by the Association to the contractor. Contractor is responsible to distribute all passes to its personnel, subcontractors, suppliers, guests, etc. Contractor shall be responsible for all damages, accidents, injuries, etc. caused by or resulting from the actions and/or negligence of any persons or entities permitted access to the Association by the issuance of a pass. Vendors must sign in at the Great Room and display a Vendor Parking Pass in their vehicle when onsite.
- **Non-work Days:** No construction activities will be allowed on the following holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving and Christmas. As well, GCA can proclaim days as non-work days as it sees fit- Examples include the Fry's Open and the FBR Open.

### **FIRE SAFETY:**

- **Smoking:** Smoking is restricted to paved or cleared areas only with all cigarette butts to be

disposed of in a receptacle designated specifically for that purpose or in a vehicle ashtray. If workers are taking advantage of the privilege to smoke on property, smoking will be prohibited throughout all of Grayhawk.

- **Spark Producing Activities:** All personnel engaging in activities that produce sparks: welding, metal sawing, grinding etc., are required to keep a minimum of two five-gallon buckets of water and one charged working fire extinguisher (seven pound minimum) within ten feet at all times.
- **Construction Vehicles:** Every construction vehicle is required to have a minimum of one charged working fire extinguisher (seven pound minimum) on board at all times.
- **Fires:** Absolutely no fires are permitted anywhere in Grayhawk.
- **Emergency service:** In the event of fire, call "91 1" immediately for emergency assistance.
  
- **OBSERVATION:** Any personnel that do not observe the Fire Safety Rules will immediately lose their right to work at Grayhawk.

#### **DRONES:**

- See Venu at Grayhawk Condominium Association Drone Policy. (Exhibit B)

#### **GATES:**

- All vehicles must enter through the entry gate individually. **DO NOT FOLLOW IN BEHIND ANOTHER VEHICLE. DO NOT ALLOW ANOTHER VEHICLE TO FOLLOW IN BEHIND YOU.** If more than one vehicle attempts to enter through the gate without separately activating the gate, extensive damage may result to both the vehicle and the gate. **Pursuant to the CC&R's at Section 2.9, THE ASSOCIATION WILL NOT BE LIABLE TO ANY OWNER, LESSEE, RESIDENT, OR THEIR FAMILIES, GUESTS OR INVITEES FOR ANY CLAIMS OR DAMAGES RESULTING, DIRECTLY OR INDIRECTLY, FROM THE EXISTENCE, OPERATION OR MAINTENANCE OF THE ENTRY ACCESS GATE.**

#### **ACCESS AND KEY FOB DEACTIVATION POLICY:**

- All individuals entering the Association's Great Room, with the exception of employees and approved vendors, must sign in with the Association's concierge upon entry. Failure to sign in with the concierge may result in denial of access to the Great Room and its facilities and/or the imposition of fines in accordance with the Association's established Fine olicy. This requirement applies regardless of an individual's presentation of an access card and applies equally to owners, tenants, and other residents, and the guests of owners, tenants, and other residents.
- Delinquent in the payment of Home Owner Association assessments and/or fees: The Board of Directors, by way of this Resolution and the Management, shall deactivate key FOBs for any Owner (and their tenants, invitees, and permittees) if that Owner is delinquent in the payment of Home Owner Association assessments and/or fees in an amount greater than or equal to \$1,000.00. The Association will turn off the Owner's FOB and all amenities use privileges for the Owner, or the Owner's guest, tenants, or residents until the amount owing is paid in full.
- Delinquent in the payment Home Owner Association fines: The Board of Directors, by way of this Resolution and the Management, shall deactivate key FOBs for any Owner (and their tenants, invitees, and permittees) if a homeowner is delinquent in the payment of Home Owner Association fines in an amount greater than or equal to \$1,000.00. The Association will turn off the Owner's FOB and all amenities use privileges for the Owner, or the Owner's guest, tenants, or residents until the amount owing is paid in full.
- Violation of the Short Term Rental policy: The Board of Directors, by way of this Resolution and

Management, shall deactivate key FOBs for any Owner (and their tenants, invitees, and permittees) if an Owner is found to be in violation of the Short Term Rental policy defined in 'Venu at Grayhawk Condominium Association Short Term Rental Violation Schedule'. The Association will turn off the Owner's FOB and all amenities use privileges for the Owner, or the Owner's guest, tenants, or residents for a total of 40 days (after which #3 of this document applies).

#### **FITNESS STUDIO:**

- All residents must wear appropriate clothing and footwear while using the Fitness Studio. A shirt must be worn.
- Glass is not permitted in the Fitness Studio.
- Food is not permitted in the Fitness Studio.
- Drink containers must have a closable lid.
- Residents are asked to clean equipment after use using the antiseptic wipes available for residents.
- Residents should never remove any equipment from the Fitness Studio.
- Residents and Guests must sign into all classes, which includes a liability waiver and COVID-19 release waiver prior to attending a class.
- Residents and Guests must sign a use liability waiver and Waiver and Release of Liability release waiver prior to using equipment.

#### **POOL & SPAS:**

- Venu has two onsite pools and spas – one outside the Great Room, referred to as the “front pool”, and one at the back of the property known as the “rear pool”. The front pool is available during the same hours as the Great Room, 9:00am-9:00 pm Sun-Sat.
- By order of the fire marshal, all pool gates MUST remain closed.
- Both pools come furnished with lounges, chairs, side tables and cabanas which are available to all residents on a first come, first serve basis. Seats cannot be saved for individuals arriving later.
- Residents are reminded that no glass of any kind is allowed in the pool area. In addition, no beverages or food are allowed in the pool or within four feet of the pool.
- At the front pool, if no music is playing outside feel free to ask the concierge to put something on. At both the front and rear pools, residents are permitted to use their own music devices, provided they listen using personal headphones.
- All pool rules are posted at the entry to each pool and spa rules are posted on the wall next to the spa. *Please read and follow these guidelines.* For health and safety reasons, individuals under the age of 14 must always be supervised by someone that is 18 years of age or older.
- No smoking is permitted anywhere within the pool area. This includes cigars and e-cigarettes.
- The pool and spa cannot be reserved for private functions.
- Running around the pool and spa is prohibited.
- No animals, bicycles, skateboards, or rollerblades are allowed in the pool area.
- Anyone wearing diapers must wear approved elastic leg and waist shorts over swimmer styled diapers.
- With the exception of service animals that are allowed by law, all pets are prohibited in the pool and spa areas. No animals are permitted in the pool or spa.
- Residents and Guests must sign a use liability waiver and Waiver and Release of Liability release waiver prior to ENTERING pool areas.

#### **LOCKBOXES:**

- Unit Owners and/or their Invitees are prohibited from installing a lockbox on the Association's

Common Elements, including, but not limited to, the patio railings, utilities meters or other fixed portions of the Common Elements.

- Unit Owners and/or their Invitees may change the door handle on the front door of their Unit without the approval of the Board of Directors in order to accommodate a lockbox, which may be installed when a Unit is for rent or sale. However, after the Unit is rented or sold, the lockbox must be removed from the door handle.
- A Unit Owner may be assessed a fine if themselves, or their Invitees, install a lockbox in violation of this rule.
- Any lockboxes installed in violation of this rule will immediately be removed from the Association's Common Elements, and the cost to repair any damage caused by the lockbox will be assessed against the Unit Owners.
- Nothing in this policy will limit the Board of Directors' right to seek an immediate legal remedy at any time regardless of the presence or absence of notices hereunder, for any violation of this rule

### **LOCKBOX VIOLATIONS**

- When a lockbox is located anywhere other than on the door handle of a Unit, the lock box will be tagged with a dated violation sticker. If it is known to which Unit the lockbox is associated, a courtesy call will be made to the owner. If the lockbox is not removed within 48 hours of being contacted, it will be removed. If the owner of a lockbox is not known and should the owner of a lockbox identify themselves to the concierge after removal, the lockbox is held for a period of thirty (30) days then disposed of in the trash.
- **CONTINUING VIOLATIONS:** If the violation reoccurs within six (6) months after the date of the first notice, and if the owner of the lockbox is known, the Association shall have the right to send violation notice and/or take legal action, and/or send the account to an attorney for enforcement.
- **INJUNCTIVE RELIEF:** If a violation continues, the Board of Directors may request that Association's attorney file an action seeking Injunctive Relief against the Owner to cure the violation. However, nothing in this Fine Schedule limits the Board of Directors right to seek immediate Injunctive Relief at any time regardless of the presence or absence of notices or fines hereunder, for any violation that the Board of Directors determines in its sole and absolute discretion.
- **BOARD DISCRETION:** Notwithstanding the above provisions of the violation schedule, the Board at its sole discretion, may at any time, assess a fine for any incident the Board deems to be egregious, dangerous, that may threaten the life, health, safety, or welfare of any person, resident or owner, or that cause detriment or damage to any Association or other Owner's property. The Board may levy this fine despite any past violation history or lack thereof.
- The fines set forth in this Fine Schedule shall be considered to constitute damages sustained by the Association, and are intended to compensate the Association for the administrative burden of addressing the violation and the adverse impact of the violation on the community.

### **MARIJUANA:**

- The use of marijuana by Unit Owners, residents, tenants, invitees, or their families or guests is strictly prohibited on the common property, Common Elements or Limited Common Elements, including, but

- not limited to, balconies, patios, sidewalks, stairways, pool areas, the spa, clubhouse, or parking lot.
- Unit Owners, residents, tenants, invitees, and their families and guests are strictly prohibited from growing or cultivating marijuana on the common property, Common Elements or Limited Common Elements, including, but not limited to, balconies, patios, sidewalks, stairways, pool areas, the spa, clubhouse, or parking lot.
- The approval of Proposition 207 does not grant someone the right to cause a nuisance. If the nuisance occurs, the Association will consider it a violation.
- If the nuisance occurs within the neighboring units, the Board of Directors may request to smoke outside or use marijuana in a form that does not create a nuisance.

### **MEETING CONDUCT:**

- All Members (including Board members) in attendance at any Association meeting shall:
- Conduct themselves in a dignified, reserved and professional manner at all times.
- Wait to be formally recognized by the chairperson of the meeting if the Member wishes to speak at the meeting. No Member shall speak out of order or without recognition of the meeting chairperson, nor shall any Member engage in any activity which interrupts or distracts any other Member when another Member has the floor for discussion purposes. At all times the meeting chairperson shall determine who has the floor to speak and may impose reasonable time limitations pursuant to statute.
- Act, speak and communicate in a calm and reasonable manner, in setting forth, elucidating or underscoring any points to be made, or in resolving any issues under discussion or consideration.
- Refrain from exhibiting anger or hostility, and from directing verbal or written abuse (e.g., verbal or written language that can reasonably be considered to be prejudicial, condescending, aggressive, belittling, or impolite) against anyone. There shall be no physical contact or non- physical harassment.
- Refrain from making accusations against anyone which are needlessly inflammatory.

### **Enforcement**

After one verbal warning by the meeting chairperson, any Member who violates this code may will be asked to leave the meeting. If the Member refused to leave, he or she may be escorted off of the premises of the meeting by personnel from the Association's security company or the Association may contact the local authorities. The Board shall also have the right to levy a fine against this Member for their conduct pursuant to the Governing Documents and A.R.S. §33-1242. Additionally, if the Member refuses to leave the premises, the Association Board of Directors may adjourn the meeting upon an affirmative majority vote of the Board of Directors to that effect and/or contact law enforcement personnel should the Board of Directors deem such action necessary. If the Association accrues a common expense based upon a Member's conduct the Association shall have the right to assess that expense back to the Member pursuant to A.R.S. § 33-1255(E).

### **MOVIE THEATRE:**

- Venu has its own onsite movie theatre – complete with reclining chairs, popcorn and a well-stocked library of DVDs to watch as well as accounts with the major streaming providers. The Great Room theatre may be reserved for up to 4 hours for a movie or television event. Please contact the Venu concierge to reserve the theatre.
- From the comfort of your home, on a desktop, laptop or phone, you can search the movie list on the Venu Homeowner Portal. When you have selected the movie you want to watch, simply let the

concierge know the Index Number so they can pull it for you.

- Residents and Guests must sign a use liability waiver and Waiver and Release of Liability release waiver prior to using equipment.

**NOISE:** *(Reference CC&Rs, Article 4, Section 4.18 Noise Reduction)*

- Per the City of Scottsdale Code of Ordinance Sec. 5.2808: Quiet Hours are from 11:00 pm - 7:00 am.
- Per the Grayhawk Construction Policy construction is permitted Monday through Friday from 7:00am – 6:00 pm; Saturday from 8:00am- 3:00 pm; and Sunday only “Quiet Work” is permitted from 8:00am - 3:00 pm.

**PATIOS AND BALCONIES:** *(Reference CC&Rs at Article 4, Sections 4.13 and 4.14, Balconies and Patios)*

- Per the City of Scottsdale Fire Ordinance No. 4283, Resolution No. 10598, at Chapter 3, Section 308.1.4, “Charcoal burners, chimineas, barbecues fixed or portable, open flame heaters, firepots and other open-flame devices are prohibited on combustible balconies or within 10 feet (3048 mm) of combustible construction.”
- Only patio furniture and potted plants are permitted on the patio. Personal property (other than patio furniture) kept on the patio may not exceed twenty-eight (28) inches in height.
- Potted plants to have a planter saucer underneath the pot to prevent damage to any stucco walls or floors of the patio or balcony area.
- Shaking of rugs, mops, tablecloths, sheets or similar items, or throwing of any objects from a balcony is prohibited.
- Sweeping or hosing of dirt, debris or water off a balcony is not permitted.
- No rugs, linens, clothes or other such items shall be hung from any patio or balcony wall or railing.
- Holiday decorations may be put up three (3) weeks before the holiday and remain up for two weeks after the holiday.
- Satellite dishes must be installed on free-standing tripod stands on the balcony. Satellite dishes shall not be attached to any post, patio, ceiling, or roof.

**PACKAGES:**

- The Venu concierge accepts parcels on behalf of the residents as a courtesy. The Association and its employees will not be held responsible for lost, damaged, or missing packages. All packages are logged upon acceptance and require signatures from residents at pick up.

**PETS:** *(Reference CC&Rs Article 4, Section 4.5: Animals for additional information)*

- Must be leashed (not more than 6ft leash) when on the Venu Common Elements.
- Doggie station available for pet to stay while visiting the Great Room for a short amount of time.

**PARKING:** *(Reference CC&Rs Article 4, Sections 4.7 and 4.8 Motor Vehicles and Towing)*

- Your vehicles must be parked in the garage or in your assigned space. **Garages cannot be used for storage** if it prevents parking of the number of cars for which it was designed. The Association has the right to inspect the garages to see if they are in violation.
- Do not back vehicles into parking spaces.
- Storage of inoperable vehicles, which may include vehicles with car covers, vehicles with expired tags, or any unmaintained vehicles (i.e. broken windows, flat tires, missing hoods, broken lights, etc.), or any vehicle is incapable of being operated on the public streets is prohibited on the Property. The Association may fine, tow or proceed with legal action of all inoperable vehicles parked in



violation of the Association Parking Rules and CC&Rs.

- All overnight guests must register their vehicles and have parking passes in their window by midnight or be subjected to towing. Parking passes are available at the concierge desk at no charge. Guest parking is to be used for guest parking only. Resident parking is not permitted overnight in guest parking spaces and residents must park in their assigned parking spaces or garages.
- Guest parking passes are limited to seven (7) day issuance, with only two (2) consecutive passes issued for a total of fourteen (14) consecutive days per month.
- The Venu Board of Directors has approved ten (10) parking spaces and four (4) garages that are available to rent. The fee for a permit reserved parking space is \$75 per month and the fee for a single permit reserved garage is \$125 per month, with a 3-month minimum permit fee for either.
- Transponders to open the gates can be purchased at Venu concierge desk for \$20.00 each. The tamper-proof passive headlight sticker tag should be permanently affixed to the vertical surface and mounted directly onto the exterior headlight of the passenger side of the vehicle so it can be read by the RFID reader at the gates.
- A tow card is provided to the resident of each Unit. The tow card authorizes residents to call All City Towing and have vehicles illegally parked in their space to be towed. Owner to provide documentation of ownership for the release of tow card for themselves to use or assign to their tenants. Owners and tenants must have present ID to tow company to authorize towing in their respective reserved parking space.
- Private access gate codes can be found in the touchpad entry system alphabetically by last name and are associated with landlines or cell phone numbers. When a visitor selects a name, a call is placed to the associated number and the gate can be opened by pressing 9 while on the phone call.
- No gas powered go-carts, mopeds, skateboards, or similar vehicles may be operated on the property of Venu at any time.
- No trailers, fifth wheels, RVs, toy haulers, campers, pop-up trailers, vehicles with large storage containers, storage pods, construction or large commercial registered or classified vehicles, cherry pickers or any similar type vehicles or trailers may be parked in the Association for longer than forty-eight (48) hours.
- Vehicles that do not fit within the parking space and create a hazard for other drivers are prohibited.
- The car wash stations double as overnight parking for residents, no pass needed. Resident parking is available from 9 am – 6 pm daily.
- Vehicles that are in violation of any of these guidelines or rules are subject to towing at the owner's expense without warning. All City Towing: 480.455.2489.
- No automobile, motorcycle, motorbike or other motor vehicle, inoperable, may be parked or stored in an uncovered parking space;
- Any motor vehicle, vehicle, trailer, commercial vehicle, or any other similar type of trailer or vehicle that will not fit within a single parking space, covered or uncovered, are prohibited within the Association;
- Members are prohibited from inhabiting or occupying any motor vehicle, trailer, RV or similar type of vehicle or trailer parked within the Association;
- A Unit Owner may be assessed a fine for storing or parking a motor vehicle, trailer or similar type of vehicle or trailer in violation of this rule;
- Pursuant to Article 4, Section 4.8 of the Declaration, the Association may have any motor vehicle, trailer, or similar type of vehicle outlined above or trailer parked or stored in violation of this rule towed from the Association's Common Element or Limited Common Elements at the Owner's sole expense, which cost will be assessed to the homeowner's respective account for collection; and

- Nothing in this Policy will limit the Board of Directors right to seek an immediate legal remedy, at any time regardless of the presence or absence of notices hereunder, for any violation of this rule.
- **Any vehicle parked along the fire lanes, on landscaping, in front of dumpsters, double parked, blocking garages, parking spaces, motor courts, or other access areas, will be towed immediately. Towed vehicles may be recovered via signage placed through the community.**

**VEHICLE INFORMATION & PARKING POLICIES:**

- **Parking Assignment:** Each resident has been allotted parking to their individual Unit. Your vehicles must be parked in the garage or in your assigned space. All surface parking at VENU is assigned and reserved. Any improperly parked vehicle will be towed at the vehicle owner's expense. All parking is monitored and strictly enforced.
- **Guest Parking:** is to be used for guest parking only, and resident parking is not permitted overnight. Any improperly parked vehicle will be towed at the owner's expense. Overnight guest parking passes are available at the concierge desk from 9:00 am to 9:00 pm (Sunday-Saturday). The staff will be able to provide a guest seven (7) day permit at a time, with a maximum of fourteen (14) days per month. All vehicles parked in a guest parking space must have a parking pass displayed in their vehicle window by 12:00 a.m. If the guest arrives after Great Room hours, contact Snafu Security at 1-888-SNAFU64. Any one parking in the guest parking space without the proper guest pass (or with an expired guest pass) will receive one warning via a sticker placed on the vehicle. If the same vehicle subsequently violates the guest parking rules – it will be towed.

**PARKING PERMIT PROGRAM:**

- The Venu Board of Directors has approved additional parking to residents on a permit basis.
- Ten (10) parking spots and four (4) garages located in the front part of the property on the north and the south are available. The fee for a permit reserved parking space is \$75 per month or the fee for a single permit reserved garage is \$125 per month with a 3-month minimum permit fee for either. Please contact the concierge staff for availability. Costs are subject to change per a vote of the Board of Directors.

**RENTALS:**

- No Owner of a Unit may lease less than his entire Unit. All leases must be in writing and must provide that the terms of the lease are subject in all respects to the provisions of this Declaration and the Rules and that any violation of this Declaration or the Rules by the Lessee or the other Occupants shall be a default under the lease. Any sublease or assignment of a lease shall be for the entire remainder of the lease term. No Unit may be leased for a term of less than ninety (90) days, and no Unit shall be leased more than four times during any twelve (12) month period. At least ten (10) days before commencement of the lease term, the Owner shall provide the Association with the following information: (a) the commencement date and expiration date of the lease term; (b) the names of each of the Lessees and each other person who will reside in the Unit during the lease term; (c) the address and telephone number at which the Owner can be contacted by the Association during the lease term; (d) the name, address and telephone number of a person whom the Association can contact in the event of an emergency involving the Unit; and (e) the name and address of any Person who has or will guarantee the Lessee's performance under the lease. The Owner shall also provide the Association

with a written document signed by the Lessee which the Lessee acknowledges receipt of copies of this Declaration and the Rules and agrees to abide by the Declaration and the Rules. Any Owner who leases his Unit must provide the Lessee with copies of this Declaration and the Rules. The Owner shall be liable for any violation of this Declaration or the Rules by the Lessees or other persons residing in the Unit and their guests or invitees and, in the event of any such violation, the Unit Owner, upon demand of the Association, shall immediately take all necessary actions to correct any such violations.

### **Rental Regulations**

- No Owner of a Unit may lease less than his or her entire Unit. Accordingly, Owners may not lease or rent individual rooms within their Units.
- All tenant registration forms must provide to the Association ten (10) days prior the commencement of any lease.
- No Unit may be leased or rented for a term of less than ninety (90) days. Any lease or rental agreement for a term of less than ninety (90) days shall be referred to in these Rules as a "short-term rental." Short-term rentals are expressly prohibited.
- No Unit may be advertised as available on a "short-term rental" basis, i.e. for a term of less than ninety (90) days. No Unit may be advertised as a "vacation rental," for temporary lodging," or for any other purpose considered transient in nature.
- No Unit may be leased more than four times during any twelve (12) month period.
- At least ten (10) days before commencement of the lease or rental term, the Owner shall provide the Association with the following information: The commencement date and expiration date of the lease or rental term.
- The names and telephone numbers of any adults who will reside in the Unit during the lease or rental term.
- A description and the license plate numbers of the tenants' or renters' vehicles.
- The address and telephone number at which the Owner can be contacted by the Association during the lease or rental term.
- Owners must provide the information required by Paragraph (8)(a) — (d) by completing the Association's Tenant Information Form or by registering online through the Association's website. The Owner must submit a rental disclosure fee of \$25.00 to the Association at the time such Owner completes the Association's Tenant Information Form or registers online. The Association or the managing agent may charge the rental disclosure fee for each new tenancy, but not for lease or rental renewals. The Association may levy a monetary penalty of \$15.00 if Tenant Information Forms (or equivalent online registration) are returned incomplete or late.
- Upon leasing or rental, Owners shall remain responsible for purchasing and distributing transponders to their tenants or renters. Owners shall be responsible for obtaining key cards and fobs for the use of their tenants or renters in accessing the Great Room and Fitness Center.
- Owners must obtain new transponders, key cards, and fobs upon the execution of each new lease or rental agreement. Transponders, key cards, and fobs used for leasing or rental purposes may not be recycled or reused.
- Any tenant or renter who is not properly registered will be denied access to the Great Room and any key card or fob used to gain access to the Great Room will be immediately deactivated.
- Any Owner who leases or rents his or her Unit must provide the tenants and/or renters with copies of the Declaration and the Rules.
- Owners shall be liable for any violation of the Declaration or the Rules by their tenants and/or

renters and the guests and invitees of such tenants and renters. In the event of any such violation, the Unit Owner, upon demand of the Association, shall immediately take all necessary actions to correct the violation(s). The Association, the Board, and the Association's managing agent shall not be responsible for communicating violations to or addressing compliance with tenants and/or renters. However, the Board and representatives of the managing agent have the right to request that any tenant and/or renter comply with and observe the Association's Rules, including any additional requirements imposed upon those who utilize the Great Room or the pool areas.

- **Violation — "Short-term rental" of a Unit:** The Association shall provide written notice of the violation demanding termination of the lease or rental activity violations to its legal counsel to pursue appropriate enforcement remedies per the "SHORT TERM RENTAL VIOLATION FINE SCHEDULE".
- **Violation — Advertisement of a Unit for "short-term rental":** The Association shall provide written notice of the violation demanding elimination of the offending advertisement, the Association may issue a monetary penalty to the offending Owner pursuant to "SHORT TERM RENTAL ADVERTISING VIOLATION FINE SCHEDULE"

### **Rental Violation Fine Schedule**

- The following Fine Schedule shall be imposed on members for violation of Article 4, Section 4.15 of the Association's Declaration requiring a ninety (90) day rental requirement. Any short-term rental or advertisement for a unit that displays a minimum stay of less than 90 days or allows a user to select less than 90 days from a reservation calendar, is considered to be in violation:
- **FIRST NOTICE:** An initial notice of the violation shall be mailed to the Owner requesting immediate compliance and granting the Owner ten (10) days to appeal the fine as set forth below. A \$500.00 fine for each 7 days that the Unit remains rented or an advertisement is found to be in violation will be assessed if the Owner fails to appeal the fine.
- **SECOND NOTICE:** If a violation reoccurs within six (6) months after the date of the first fine notice, a second notice requesting compliance within ten (10) days shall be mailed to the Owner. A \$500.00 fine per 7 days will be assessed with the second notice and is due immediately.
- **THIRD NOTICE:** If violation reoccurs within six (6) months after the date of the second notice, a third notice requesting compliance within ten (10) days shall be mailed to the Owner. A \$500.00 fine per 7 days with the third notice and is due immediately.
- **CONTINUING VIOLATIONS:** If the violation reoccurs within six (6) months after the date of the third notice, the Association shall have the right to send subsequent fine notices in the amount of \$500.00 fine per 7 days and/or take legal action, and/or send the account to an attorney for enforcement.
- **FINES:** No fine shall be imposed without first providing a notice of the violation from the Association to the Owner describing the violation, stating that failure to correct the violation within ten (10) days, and offering the Owner the right to appeal the first violation. Another recurrence

of the same violation within six (6) months of the original violation shall make the Owner subject to imposition of a fine in accordance with this Fine Schedule.

- **INJUNCTIVE RELIEF:** If a violation is not cured after the Third Notice, the Board of Directors may request that Association's attorney file an action seeking Injunctive Relief against the Owner to cure the violation. However, nothing in this Fine Schedule limits the Board of Directors right to seek immediate Injunctive Relief at any time regardless of the presence or absence of notices or fines hereunder, for any violation that the Board of Directors determines in its sole and absolute discretion.
- **BOARD DISCRETION:** Notwithstanding the above provisions of the violation schedule, the Board at its sole discretion, may at any time, assess a fine in an amount up to \$2,000 for any incident the Board deems to be egregious, dangerous, that may threaten the life, health, safety, or welfare of any person, resident or owner, or that cause detriment or damage to any Association or other Owner's property. The Board may levy this fine despite any past violation history or lack thereof.
- The fines set forth in this Fine Schedule shall be considered to constitute damages sustained by the Association, and are intended to compensate the Association for the administrative burden of addressing the violation and the adverse impact of the violation on the community.
- The Board of Directors also reserves the right to deviate from the fine amounts set forth herein if, after a hearing on the matter, the Board finds good cause to decrease the amount of the fine levied in a particular case. The Board also reserves the right to pursue any and all other remedies set forth in the Declaration at the same time or in lieu of levying the fines set forth in this Fine Schedule.
- **FOB SHUTOFF:** Upon the levying of any fine by the Association against an Owner or Unit subject to this fine policy, the Association will turn off the Owner's FOB and all amenities use privileges for the Owner, or the Owner's guest, tenants, or residents until the fines levied under this policy are paid in full. This policy is described in the 'Venu at Grayhawk Condominium Association Board of Directors Resolution Regarding Great Room Access and Key Fob Deactivation Policy'.
- The Board of Directors reserves the right to take any action permitted by law or the CC&Rs, in addition to the above mentioned fine policy.

**APPEAL PROCESS:**

- In accordance to ARS 33-1803(D), when a violation notice is sent to an Owner, such notice shall include a statement notifying the Owner that he/she has the "RIGHT OF APPEAL"
- When an Owner desires to appeal a violation, he/she must so notify the Management Company in writing within ten (10) days after the date of the violation notice.
- Appeals shall demonstrate extenuating circumstances which require deviation from the CC&Rs and/or guidelines.

- Appeal shall include all pertinent backup information to support the existence of the extenuating circumstance.
- All decisions of the Board of Directors are final and may not be further appealed.
- Any appeal that does not meet the above requirements shall not be heard by the Board of Directors and shall be considered DENIED.
- The Owner appealing the violation will be given written notice that a hearing on the appeal is scheduled.
- The appeal shall be heard in Executive Session.
- The Board President will introduce all parties.
- Lengthy discussions are not a part of an appeal process.
- The Owner who is appealing will be asked to state their case and present any applicable documentation.
- Each Board Member will have the opportunity to ask the Owner specific questions regarding the appeal.
- Upon completion of the question and answer period, the Board President will state that the appeal has been heard and the Board of Directors will make their decision in closed session. Written Notice of the Board's decision will be delivered to the Owner within seven (7) working days.

**ROOFS:**

- The roofs of the buildings are restricted to the Association's building maintenance and service personnel only.
- No Owner, Lessee or Occupant or their contractors, subcontractors, inspectors or agents shall go on to the roofs without the ***prior written approval of the Manager.***

**SHORT TERM RENTALS:** *(Reference CC&R's, Article 4, Section 4.15 Rentals)*

- No lease shall be less than 90 days (3 months). All Tenants must be registered with the Association. There is a \$25.00 registration fee that can be paid through the Owner's portal at: [www.wearevision.com](http://www.wearevision.com).

**TANNING:**

- Available by reservation only.
- For health and safety reasons, individuals must be eighteen (18) years of age or older to use the bed or, if under the age of eighteen, individuals must have permission from a parent or guardian and be accompanied by a parent or guardian, pursuant to Arizona Administrative Code R12-1-1414 A(2) Use by individuals under the age of 18 shall also be subject to any use limitations imposed for

health and safety reasons by the manufacturer of the tanning bed.

- Limit of one tan per day per person.
- For health and safety reasons, goggles are required to be worn by individuals using the tanning bed (Available to purchase at concierge desk for \$3.00).
- Residents and Guests must sign a use liability waiver and Waiver and Release of Liability release waiver prior to using equipment.

**WAIVER AND RELEASE OF LIABILITY:**

- See Venu at Grayhawk Condominium Association Waiver and Release of Liability Form. (Exhibit C )

**WINE STORAGE:**

- Alcoholic beverages are permitted in the Great Room at various times, excluding the Fitness Center and electronic lounge. All Homeowners are to drink responsibly and will be held personally responsible for their behavior and actions while under the influence of alcohol.
- There is a wine storage refrigerator available for Residents to store wine for dinner events in the Great Room. Each bottle must be labeled with date, Unit number, and name.

## **(EXHIBIT A)**

### **GRAYHAWK COMMUNITY ASSOCIATION COMMUNITY ENHANCEMENT COMMITTEE CHARTER**

#### Statement of Intent and Objectives

This committee is established to interface with the Board of Directors and the Grayhawk Community Association management staff for the purpose of providing organized volunteer efforts on behalf of the association. The purpose of this committee is to assist the Board of Directors by identifying, reviewing, and recommending community enhancement projects to the Board for approval and implementation.

#### **Membership**

Membership on the committee shall be limited to homeowners who are in good standing with the association. The number of committee members shall not exceed seven.

#### **Committee Responsibilities**

The Committee shall:

- 1 . Explicitly differentiate enhancement projects from operating/maintenance projects, ensuring that appropriate budget is allocated by the GCA for both.
- 2 . In partnership with the Architectural Review Committee, evolve the tone, look and feel of Grayhawk such that it remains attractive and has contemporary appeal.
- 3 . Innovate community enhancement beyond "hardscape," pursuing opportunities including but not limited to ecological leadership, community gardening, water conservation and energy use.
- 4 . Effectively steward community enhancement funds and strategically prioritize budget as a proactive change agent helping realize the organization's vision, mission and values.
- 5 . Provide oversight for ongoing projects.
- 6 . Respond to other items as needed and requested from time to time by the Board of Directors.
- 7 . Meet regularly to review and discuss the items listed above and make any necessary recommendations to the Board of Directors on positions to be taken on community enhancement issues.



## **CONDUCT OF CONSTRUCTION WORKERS**

Appearance & Conduct: All construction personnel shall maintain their appearance and conduct in an appropriate manner as determined by GCA.

Job Site Restrictions: Workers are restricted to their respective job site while at Grayhawk including lunch breaks, rest periods and other nonproductive times. The golf courses and other common amenities and facilities are off limits at all times.

Non-Interference: Workers shall not interfere with, nor create a nuisance for any residents or guests of Grayhawk or their use and enjoyment of the facilities and amenities in Grayhawk.

Radios. etc: Radios- audio equipment, horns, fireworks etc. are prohibited and are subject to confiscation by GCA and/or Grayhawk security. Violators will be subject to eviction from the site and loss of construction privileges.

Alcohol: No alcoholic beverages whatsoever. If alcohol is found, work will cease immediately and Scottsdale Police will be notified.

Pets. etc: Absolutely no pets, children, illegal drugs, firearms or other weapons are permitted on any construction site in Grayhawk at any time. Violators will be subject to permanent eviction from the project and possible legal prosecution.

**(EXHIBIT B)**

## **venu AT GRAYHAWK CONDOMINIUM ASSOCIATION DRONE POLICY**

**Section 1: Purpose.** The Board encourages the safe and responsible use of model aircraft, remote controlled aircraft and drones. This Drone Policy is designed to protect and promote the health, safety, and welfare of the community.

**Section 2: Definitions.**

- a. All capitalized terms used herein shall have the same meaning as is set forth in the Condominium Declaration for Venu at Grayhawk Condominium, unless otherwise noted.
- b. "Association Airspace": refers to the airspace above the Association's Common Area, Common Elements and Limited Common Elements.
- c. "Commercial Use": refers to the use of Drones for non-recreational purposes, including but not limited to the use of Drones to provide:
  - Photos/videos for the purpose of selling them (for example, professional real estate or wedding photography or cinema photography).
  - Contract services, such as equipment or roof inspection and/or to monitor the performance of employees.
  - Professional services such as security or telecommunications; and
  - Contract services for the mapping of land surveys.
- d. "Common Area" or "Common Elements": refers to the commonly owned or regulated areas of the Association (as defined by the Association's governing documents).
- e. "Drone": this term refers to any Model Aircraft, as that term is defined in Section 336(c) of the FAA Modernization and Reform Act of 2012, remote controlled aircraft, or any small unmanned aircraft system, commonly referred to as a "drone" or any other Unmanned Aerial Vehicle System ("UAVs") that is governed by Federal Aviation Administration (FAA) rules now or hereafter in effect.
- f. "Drone Operator": refers to the operator of any Drone.

**Section 3: Compliance with law.** Drone Operators operating Drones while within Association Airspace are solely responsible for ensuring their own compliance with all federal, state and local laws, regulations, rules and advisories.

**Section 4: Preference against operation of Drones within Association Airspace.** Due to the potential for serious injury to persons, the potential for serious damage to pets, real property and personal property, and the potential for interpersonal conflict with residents, the flying or operation of Drones within or near Association Airspace is strongly discouraged.

**Section 5: Training recommendation.** Drone Operators are encouraged to seek training to become proficient in the operation of Drones to minimize the potential for Drones to pose a hazard to the community.

**Section 6: Association Airspace Operation Restrictions.** Notwithstanding the foregoing, Drone Operators operating Drones within Association Airspace are responsible for:

- a. Not operating above 400 feet above ground level.
- b. Operating within visual line of sight.
- c. Not operating within five miles of an airport (absent the Drone Operator having obtained authority to do so).
- d. Not interfering with manned aircraft.

- e. Registering any Drone that weighs more than .55 lbs (or as otherwise required by federal or state law).
- f. Operating in a safe manner. Specifically, not:
  - 1. Operating under the influence of alcohol or drugs.
  - 2. Flying intentionally over unprotected persons, moving vehicles or occupied structures.
  - 3. Flying within 25 feet of individuals who are not involved in the operation of the Drone.
  - 4. Operating prior to dawn or after dusk; and
  - 5. Otherwise operating in a careless or reckless manner that endangers the life or property of another.
- g. Not using Drones for nefarious purposes including but not limited to voyeurism, stalking, harassment or other unlawful purposes; and
- h. Ensuring that Drone related noise does not pose a nuisance. The Board reserves the right to determine whether Drone noise poses a public nuisance.

**Section 7: Operation of Drones from Common Area or Common Elements:**

- a. Operation of Drones without prior, written approval, is prohibited. Operation of Drones (including but not limited to take offs and landings) from Common Area, Common Elements or Limited Common Elements is prohibited absent express written permission from the Association.
- b. Process to seek approval of Drone operation. Prior to the Board considering a request to operate a Drone from Common Area, Common Elements or Limited Common Elements, the Drone operator must:
  - 1. Provide the Association with their name, address, email and telephone number at which the Drone Operator can be contacted during the operation
  - 2. The proposed Drone take-off and landing location
  - 3. The anticipated start and end time of the Drone operation (if the Drone operator intends to take off and land multiple times in the same location, one notice for multiple operations may suffice, so long as the duration of the combined operations does not exceed 4 hours, after which a new notice must be filed)
  - 4. The purpose of the proposed Drone operation.
  - 5. Provide proof of having obtained drone insurance.
  - 6. Provide a copy of the Drone’s registration (if required by law).
  - 7. Agree to erect a professionally made sign that states “Caution: Drone/Remote Aircraft in Operation” or something substantially similar that would reasonably provide pedestrians in the area with notice that operation of a Drone is underway.
  - 8. A statement affirming that the Drone Operator has reviewed the Association’s relevant governing documents including but not limited to the Drone Policy;
  - 9. Such other information as the Board deems reasonably necessary to inform the Association whether the proposed Drone operation may endanger the health, safety, or welfare of persons located within the Association property and whether the proposed use is inconsistent with the Drone Policy. Notwithstanding the above, the Board reserves the right to deny any and all requests.
  - 10. Once the Association has granted the Drone Operator permission, the Drone operation may commence without any further need for action or approval by the Association, so long as such operation remains consistent with the Drone Policy.

**Section 8: Operation from/over Private Property:**

- a. Notice pursuant to Section 7(b), above, does not apply in the event the operation of the Drone (including but not limited to takeoff and landing) is exclusively taking place from the Drone Operator’s private property (or a private property owner who has granted the Drone operator

permission). Such operation remains subject to potential invasion of privacy, nuisance and trespass violations.

- b. Drone Operators are encouraged not to operate Drones over non-Drone Operator property, without said property owner's permission, to avoid potential disputes with said owners and residents over invasion of privacy, nuisance and trespass violations; and
- c. Drone Operators operating Drones within the Association/Association Airspace, from private property, are strongly encouraged to obtain supplemental Drone insurance that at a minimum provides coverage for personal injury and property damage claims.

**Section 9: Commercial Use Advisory.** Drone Operators utilizing drones for Commercial purposes must comply with the additional requirements promulgated by the FAA, governing the use of Drone for Commercial purposes, including: (i) the need of the Drone Operator to be over the age of 16 and either hold a remote pilot airman certificate with a small drone rating (or being under the direct supervision of someone who does); (ii) pass the applicable TSA vetting and (iii) comply with all additional Drone equipment, location and operation requirements.

**Section 10: Drone Operator Liability.** Drone Operators are personally responsible for all legal claims related to their use of Drones within Association Common Area, Common Elements, Limited Common Elements and Association Airspace including but not limited to invasion of privacy, nuisance and trespass claims as well as claims related to personal injury and property damage. Owners or members of the Association are expressly responsible for the actions of their residents, guests, friends, invitees, vendor and/or agents who operate Drones within Association Common Area, Common Elements, Limited Common Elements and/or Association Airspace.

**Section 11: Enforcement.** The Board is authorized to enforce the provisions of this Drone Policy in any manner provided by the Association's governing documents and applicable law including but not limited to issuing violation notices, issuing monetary penalties and pursuing injunctive relief. The Board reserves the right to refer aviation related complaints to the FAA, and criminal complaints to local law enforcement.

**Section 12: Association Use of Drones.** Nothing in this Drone Policy shall prohibit the Association or its designated agents from using Drones as the Board of Directors or the Association's managing agent deems necessary from time to time.

## **(EXHIBIT C)**

### **WAIVER AND RELEASE OF LIABILITY, ASSUMPTION OF RISK & INDEMNITY AGREEMENT FOR VENU AT GRAYHAWK**

THIS WAIVER AND RELEASE OF LIABILITY, ASSUMPTION OF RISK & INDEMNITY AGREEMENT (“Waiver”) is entered into this day of \_\_\_\_\_, 20 , by \_\_\_\_\_ (“Participant”).

The novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization. COVID-19 is extremely contagious and spreads from person-to-person contact. Federal, state, and local governments and federal and state health agencies recommend social distancing and limiting the congregation of large groups of people. Accordingly, the Association temporarily closed certain facilities.

The Venu at Grayhawk Condominium Association (“Association”) manages and operates the common area facilities within the community, including, but not limited to, pools, related facilities, Great Room, conference room, games, bikes, tanning beds and facilities, fitness room and equipment, theaters, and other amenities (“Common Area Facilities”) for the use of its owners, residents, Edge at Grayhawk residents, and guests. The Association has put in place preventative measures to reduce the spread of COVID-19; however, the Association cannot guarantee that you or your children and guests will not become infected with COVID-19 during use of the Common Area Facilities. Further, accessing or using the Common Area Facilities could increase your risk and your children’s and guests’ risk of contracting COVID-19. The Association has opened the Common Area Facilities conditioned upon the agreement from users to abide by the conditions for access, including the conditions set forth herein.

**BY SIGNING BELOW I HEREBY ASSUME ALL OF THE RISKS ASSOCIATED WITH COVID- 19, INCLUDING WITHOUT LIMITATION, RELATED EXPOSURE, CONTAMINATION, AND INFECTION IN CONNECTION WITH ANY AND ALL USE WITHIN AND AROUND THE COMMON AREA FACILITIES AND I FURTHER AGREE TO INDEMNIFY AND HOLD HARMLESS THE FOLLOWING ENTITES OR PERSONS FOR ALL CLAIMS OF LIABILITY ARISING OUT OF OR RELATED TO COVID 19 IN CONSIDERATION FOR BEING PERMITTED TO USE OR ACCESS THE COMMON AREA FACILITIES: THE ASSOCIATION AND ITS MEMBERS, AGENTS, DIRECTORS, OFFICERS, EMPLOYEES, VOLUNTEERS, VENDORS, REPRESENTATIVES, OR AFFILIATED PERSONS OR ENTITIES (“RELEASED PERSONS”). PARTICIPANT HEREBY REQUESTS THE ASSOCIATION TO PROVIDE PARTICIPANT WITH COMMON AREA FACILITIES ACCESS REGARDLESS OF THE INHERENT RISK OF CONTRACTING COVID-19 WITHIN THE COMMON AREA FACILITIES.**

**Risks:** Participant understands and acknowledges the contagious nature of COVID-19 and voluntarily assumes the risk associated with accessing and using the Common Area Facilities. Participant hereby acknowledges that although the “Stay Home, Stay Healthy” Order terminated, the risk of contracting COVID-19 remains, and this risk is heightened in communal areas such as the Common Area Facilities. Participant acknowledges and understands that the inherent, foreseeable and unforeseeable dangers and risks of contracting COVID-19 exist in the Participant’s use of the Common Area Facilities and that this danger and risk may be caused by (a) the action or inaction of one or more of the Released Persons, other observers or participants, or other natural conditions, (b) a failure to maintain, inspect, supervise, control, or warn of dangerous conditions by one or more of the Released Persons, (c) accident, (d) forces of nature, or (e) other causes. Participant acknowledges

Initials: \_\_\_\_\_1

and understands that those at high risk for exposure should refrain from accessing or using the Common Area Facilities. **Participant voluntarily assumes the above risks.**

**Rules for Use:** Participant hereby acknowledges that pursuant to Association’s Declaration of Covenants, Conditions, Restrictions, and Easements for Venu at Grayhawk (“Declaration”), the Association may adopt and amend rules that govern and restrict the use of the Common Area Facilities. Participant hereby agrees to abide by any and all rules adopted or imposed by the Board that regulate the Common Area Facilities. Participant hereby acknowledges that it is Participant’s responsibility to read and understand all newly adopted rules prior to accessing or using the Common Area Facilities. Participant acknowledges and agrees that only the Participant and his or her minor children identified herein (“Minor Children”) are authorized to access or use the Common Area Facilities. Participant certifies that Participant is the parent or legal guardian of the Minor Children. If Participant becomes aware of any unauthorized use, Participant agrees to immediately report such use to the Association.

**Assumption of the Risk:** Participant, for myself and on behalf of my children, spouse, legal guardian, personal representative, heirs, executors, assigns and/or next of kin (collectively, “Bound Parties”), do hereby waive, release, relinquish, discharge and covenant not to sue, and agree to indemnify and hold harmless the Released Persons, from any and all damage, claims for liability and causes of action, suits, procedures, costs and expenses, including attorney’s fees of any kind, including, but not limited to, personal injury, property damage, or wrongful death occurring to Participant or any guest of Participant, which may be incurred, now or in the future, arising out of or relating to the Bound Parties contracting COVID-19 from Activities within the Common Area Facilities, whenever or however such contraction occurs.

**Termination:** Participant may revoke this Waiver for any reason upon fourteen (14) days written notice delivered to the Association. Upon such revocation, Participant shall not be permitted to use the Common Area Facilities until further notice.

**Certification of Consent: I CERTIFY THAT I HAVE READ THIS DOCUMENT AND I FULLY UNDERSTAND IT AND ITS CONTENTS. I AM AWARE THAT THIS IS A CONTRACT FOR A FULL RELEASE OF LEGAL LIABILITY AND I SIGN IT OF MY OWN FREE WILL.**

Participant acknowledges that he or she is signing this document on behalf of the Bound Parties and

agrees to be specifically bound to all of the terms and conditions herein. The Bound Parties hereby understand that this Waiver is intended to be as broad and inclusive as permitted by Arizona law. If the law of any controlling jurisdiction renders any portion of this Waiver unenforceable, the remainder of this Waiver shall nevertheless remain enforceable to the fullest extent allowed by controlling law.