

SHADOW RUN CONDOS
RULES AND REGULATIONS

May 18, 2017

Authority pertaining to these Rules and Regulations can be found in the Condominium Declaration for "Shadow Run Condominiums," recorded October 18, 1985, in 85-497234, Official Records, Maricopa County, Arizona. Appropriate sections of these CC&R's are referenced in parentheses in the following pages.

Shadow Run Condos is one of the finest communities in Chandler, Arizona. As a property owner, you are automatically a member of the Shadow Run Condos Homeowners' Association. It is the commitment of the Board of Directors of the Shadow Run Condos Homeowners' Association to maintain a community that is well maintained, safe and enjoyable for all residents. Accomplishing this goal requires your cooperation and participation.

The Shadow Run Condos Homeowners' Association Rules and Regulations are designed as an expansion of the Declaration of Covenants, Conditions and Restrictions. Your cooperation and compliance regarding these Rules and Regulations will help our community to remain a quality place in which to live.

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**SHADOW RUN CONDOS
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INCIDENT BASED OCCURENCES WHICH MAY RESULT IN UP TO A \$200
FINE (No Warning) CONTAIN AN * SYMBOL AFTER THE RULE

MEMBERS:

Each Unit Owner shall be a member of the Association. The membership of the Association at all times shall consist exclusively of all the Unit Owners.

USES OF THE CONDOMINIUM:

All Units shall be used, improved and devoted exclusively to residential use by a Single Family.

Gainful occupation, profession, trade or other nonresidential use may not be conducted on or in any Unit unless it is not visible from exterior, not detrimental to safety of persons or property, does not create a nuisance, and remains secondary to residential use and may be conducted only by the Unit resident(s). The Board of Directors will have the final say on conflicts which arise in this regard.

Use of Common Elements, including but not limited to, recreational facilities, amenities, landscaped areas, streets and parking areas is private and restricted to Shadow Run Condos residents and their guests. Entry to locked facilities is by key, through gates which are to be kept closed and locked at all times.

LIMITATION ON LEASING OF UNITS:

A Unit Owner may not lease less than the entire Unit.

A Unit may not be leased or advertised for a period less than thirty (30) days.

All leases shall be in writing and shall provide that tenants are subject to the Condominium documents and all Association decisions. This can be accomplished through the use of a clause which simply incorporates by reference the Condominium governing documents. Any failure by the lessee to comply with the terms of the Condominium documents shall be a default by the owner.

The Unit Owner shall immediately notify the Association of each person(s) occupying the Unit with their name, phone number, and email address. The Management Company has Tenant Registration Forms to be filled out and returned. If information may not be provided for safety concerns the Owner of the unit will be contacted by the HOA in cases of emergency and will be responsible to manage their tenants. Information gathered will be used by the HOA for HOA business only.

Non-resident Owners are responsible for acts or damages on or in the Unit as well as on or to the Common Elements by their tenants, guests or invitees of the tenants.

It shall be the responsibility of the Unit Owner to provide tenants with a copy of the Rules and Regulations and other governing documents of the Association.

A Unit Owner who leases his unit automatically transfers right to all Common Elements, including the pool & spa, parking spaces, dumpster use, etc. to the lessee. Keys to the pool must also be transferred to the lessee and returned to the Owner upon termination of the lease when applicable. Pool keys are not to be duplicated.

TEMPORARY OCCUPANCY:

No trailer, tent, shack, garage or other structure and no temporary improvement of any kind shall be used at any time for a temporary or permanent residence.

ANIMALS (PETS):

The number of domestic animals/pets is a maximum of three (3).

No animals/pets may be kept, bred or raised for commercial purposes.

Pets shall not be allowed to make an unreasonable amount of noise, cause an odor or become a nuisance. The Board shall have the final say on what constitutes a nuisance.

All cats & dogs must be kept on a leash not to exceed six (6) feet in length when outside. Pets shall be directly under the owner's control at all times. Pets shall not be tied to any Common Elements. No resident's animals are permitted to run loose on the property. Infractions of this rule may result in the animal being removed by the appropriate authorities and if necessary legal action is taken against the owner, such owner shall be responsible for all incurred costs.

It is the responsibility of the Unit Owner, Lessee or guest to immediately remove any droppings from a pet. *

SWIMMING POOL AND SPA (Up to \$200 Fine Per Occurrence)

Use of the pool or spa is limited to residents and guests. When pool areas are crowded, residents are restricted to two (2) guests.

Trespassing and vandalism should be immediately reported to proper law enforcement agencies and the management company.

The pool hours are 6:00 a.m. – 10:00 p.m.

All persons' swim and use the pool and spa at their own risk. No lifeguard is on duty. Diving is not allowed.

Children under the age of fourteen (14) must have a responsible adult who is eighteen (18) years of age or older present always. Children who are not toilet trained are not allowed in the pool or spa.

The pool area must remain locked always under State law. Propping gates open is not allowed. Jumping or climbing over the pool fence is prohibited. Unlawful entry to the pool area by climbing the fence or by forcing open the locked gates will be treated as acts of trespassing regardless of the individuals involved.

- Excessive noise is prohibited and will not be tolerated.
- Radios, televisions, players, etc., in the pool area are to be kept at a sound level that cannot be heard beyond the immediate area.
- Smoking is prohibited in the pool area.
- Proper swimming attire must be worn while using the pool and spa. Cutoffs, diapers, bobby pins and hairpins are not allowed.
- Intoxicated persons, persons under the influence of drugs and persons having infectious diseases shall not use the pool or spa.
- Glass containers of any type are strictly prohibited in the pool area.
- Running, pushing, shoving, rough play, loud or offensive language or noise is prohibited.
- Bicycles, tricycles, skateboards, skates or similar equipment are prohibited in the pool area.
- Pets are prohibited inside pool area.

Pool area may never be restricted to private parties.

Pool keys may not be duplicated. Keys must be transferred to new Unit Owners upon the sale of a Unit and to the Lessee upon leasing a Unit. Lost or additional keys may be obtained through the management agent by submitting a letter requesting such key and will incur a cost of \$25.00 per key.

All trash, garbage, or food should be properly disposed after use.

EXTERIOR PROPERTY GUIDELINES:

- Outdoor Artificial Plants: May be at owner's front door area & owner's patio area. Plants must be clean, well maintained, and may not block access to walkways.
- Outdoor live plants should be maintained in a healthy manner. If the plant dies it must be replaced within 10 days or the pot removed from area.
- Outdoor furniture, viewable from the common area, which is well maintained and organized, can be on the patio so long as it is in harmony with the aesthetics of the community. Disputes on what is appropriate may be discussed with the Board and the Board will have the final say as to what is appropriate and in harmony and thereby allowed on the patio area.
- Exterior Lights: Allowed once approved by the Architectural Committee.
- Only cement stepping stones can be placed as a walking pathway in the gravel area and they must be level so not to create any tripping hazardous situations.
- Holiday Lights & Decorations: All holiday, seasonal and special event lights are permitted to be placed prior to and must be removed within 21 days following the holiday
- Storage – Items other than the above, which are stored on the patio due to moving or renovations, may be stored for 30 days. If additional time is needed a request for specific variance may be submitted to the Board for review on a case-by-case basis.
- Bicycle storage on the patios is allowed within the boundaries of the patio.

VEHICLES & PARKING RESTRICTIONS:

- Trucks $\frac{3}{4}$ ton or greater in size, mobile homes, travel trailers, tent trailers, trailers, camper shells, detached campers, recreational vehicles, boats, boat trailers or other similar equipment or vehicles may not be parked, kept, maintained, constructed, reconstructed or repaired on any of the Condominium.
- Pickup trucks $\frac{1}{2}$ ton or less with camper shells less than seven (7) feet in height are allowed.

- Equipment on the vehicle may not create an obstruction to pedestrians and vehicles.
- Parking in an unassigned space is limited to 72 consecutive hours for storing vehicles. The Board of Directors may allow variances for additional storage time on a case by case upon request.
- No vehicle shall cause an obstruction of the sidewalk.
- Bicycles, motorcycles, motorbikes or similar vehicles shall not be parked on the sidewalks, non-designated parking spaces, or common areas.
- Automobiles, motorcycles, motorbikes or other motor vehicles shall not be constructed, reconstructed, serviced or repaired on any portion of the complex to be visible from neighboring Units, except for emergency repairs.
- Automobiles causing undue deterioration to the streets or common area may result in fines and repair charges back to the unit owner. *
- Inoperable vehicles may not be stored or parked.

The Association has the right to tow away any truck, mobile home, travel trailer, tent trailer, trailer, camper shell, detached camper, recreational vehicle, boat, boat trailer or similar equipment or all other vehicles which are in violation of the Condominium Documents at the sole cost and expense of the owner of the vehicle or equipment.

The speed limit for all vehicles shall not exceed fifteen (15) miles per hour. Violations will be subject to fines. *

IMPROVEMENTS AND ALTERATIONS:

Unit Owners are responsible for damage to other Units resulting from structural or nonstructural additions, alterations and improvements within their Unit.

Any additions, alterations or improvements visible from the Building exterior shall not be made without prior written Architectural Committee or Board of Directors' approval. Request forms are available through the Management Company.

ANTENNAE & SATELLITE DISHES:

Antennae, cable and or satellite dishes or any other devices for the transmission or reception of television or radio signals shall not be erected on any portion of the Condominium without prior written approval from the Architectural Committee or Board of Directors. However, Homeowners are protected by the law which requires the Association to allow these devices so that reception may be received to the fullest capacity. Owners retain the responsibility to ensure the wires and hardware

associated with these devices is secure and match the color of the surrounding surfaces. If an owner sells their unit, it is their responsibility to remove such devices from their unit and or on the building and not leave them behind.

TRASH & RECYCLING CONTAINERS AND COLLECTIONS:

All individual garbage, trash and recycling containers shall be kept in the individual Unit at all times until taken directly to the appropriate dumpster and recycling containers.

Dumping trash, recycling, furniture or bulk items in the common areas or at the dumpsters is prohibited. *

SIGNS & FLAGS:

Must conform to Arizona Revised Statue 33-1261.

WINDOWS COVERINGS:

INTERIOR: Items made with the solo purpose of being a window treatment are allowed on the interior.

EXTERIOR: Window screens with black screen and black frame are the only window screens allowed.

Reflective materials shall not be installed or placed upon the outside or inside of any windows of a Unit if seen from the Common Area.

DECK SHADES, PATIO SUN SCREENS, CANOPIES, & UMBRELLAS:

Canopies and umbrellas will be allowed on deck areas provided the following conditions are met: 1) Not attached to the structure other than hardware to hang the device 2.) Items shall not overhang deck area, impact fascia or roof tiles of any unit 3.) Items shall be kept in good repair.

Sun Screens which would be attached to the structure must be reviewed and approved by the Board of Directors and must meet items 2 and 3 above.

Any damage caused by shades, canopies, or umbrellas to other structures, persons or property shall be the responsibility of the Unit Owner where such item is in use, including damage caused by winds.

BBQ's

Pursuant to City of Chandler fire code 308.1.4 all grills must be electric. Any damage caused to the building shall be the responsibility of the unit Owner for the repair costs.

GARAGE SALES:

Garage, Moving & Estate Sales are not allowed in the community. *

CLOTHES DRYING FACILITIES:

No permanent clotheslines shall be erected, installed, or maintained. Air-dried clothing on portable racks shall not be left in place longer than 12-hours.

NUISANCE AND OFFENSIVE ACTIVITY:

No Unit owner shall permit anything or any condition to exist upon the Condominium which could induce, breed or harbor pests.

Residents are required to respect the rights of others while using all sound generating devices inside or outside the Unit. The noise level should be such that it cannot be heard in Common elements or adjacent Units.

FINES AND PENALTIES:

Any infraction of the Rules and Regulations or other Condominium documents by a Unit owner, lessee, any member of the Owner's family or lessee's family, any agent, employee or guest of the Owner or lessee shall be fined and penalized as follows (in addition to any other penalties, disabilities or remedies specified):

First Offense: Letter of warning by US mail.

Second Offense: Fifty-Dollar (\$50.00) fine.

Third (and each additional) Offense: One Hundred Dollar (\$100.00) fine.

Violations which are corrected but then occur within 6-months of the most recent violation will be penalized as outlined above.

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- Vandalism or other property damage will involve a fine and reimbursement to the Association for actual replacement and/or repair costs. *
- Destruction of any items in the Common Elements by a Unit Owner or their guest or tenants will be billed to the Unit Owner along with a fine. This includes, but is not limited to, landscaping, irrigation, furniture and other Common Elements. *
- Loud and disturbing parties, requiring the intervention of any law enforcement agency, shall automatically receive a fine. *

Owners who wish to contest a violation must follow the process as outlined in state statute under Condominium Act for contesting violations.

All fines assessed as a result of violations shall become part of the monthly Association charges and are payable on the next due date. These fines, if not paid, shall become part of the continuing lien on the Unit and shall be subject to all collection actions available to the Association including, but not limited to, foreclosure on the property in order to collect those amounts due the Association.

LATE CHARGES FOR NONPAYMENT OF MONTHLY ASSESSMENTS/ CHARGES

All monthly Association fees and charges are due and payable on the first of every month and are considered delinquent if not paid within thirty (30) days. Payments made after the thirtieth (30th) of each month shall incur a \$15.00 late charge.

LIENS AND LAWSUITS

A lien may be filed against a Unit owner who is two (2) months or more in arrears in any assessment and the Owner will be responsible for all charges to process the lien.

A lawsuit may be filed if the Unit owner is 90 days or more in arrears of Association fees or special assessments.

**AMENDMENT TO THE RULES & REGULATIONS
FOR SHADOW RUN CONODMINUM ASSOCIATION**

Pursuant to the Declaration Of Covenants, Conditions, Restrictions And Easements For Shadow Run Condominiums, recorded on October 18, 1985 at Instrument No. 85-497234, and any and all amendments thereto ("Declaration") and the rule-making authority as set forth therein;

The Rules & Regulations for Shadow Run Condos are hereby amended and supplemented by inserting the following additional language as a new section entitled "**Security Cameras & Doorbell- Type Cameras**". All other language of the current Rules & Regulations, and any and all other provisions not addressed herein remain in full force and effect, subject to future amendment.

Security Cameras & Doorbell-Type Cameras

Please see separate parameters for "doorbell-type" cameras at the end of these guidelines

Security & digital cameras may be installed upon review and approval by the Association Board or Architectural Committee. The association's review and approval is based upon aesthetic considerations and that the installing homeowner is responsible for complying with applicable privacy, audio recording, and eavesdropping laws/ordinances.

The approval will be a two-step process. The 1st step will be the initial review and approval for installation (see guidelines below). The 2nd step for final approval will be an inspection of the camera placement and compliance with installation guidelines. Architectural Committee reserve the right to inspect scope of viewing to insure camera is only viewing private area of camera owner's condo unit when installed in patio area(s). No common area viewing.

1. Wireless and hardwired cameras are allowed. Hardwired cameras must have the wires secured safely to the building and the wires must be covered in approved conduit. The conduit and wires (for hard wired cameras) must be painted to match surrounding surfaces
2. The visibility parameters of the camera's view must be contained to the unit boundary to include patio boundaries, and may not extend into the common areas.
3. No "Prop" fake cameras are allowed to be installed.

4. The placement of the cameras should be as unobtrusive as possible from common areas and other residences. Size of each camera should be limited to 30 cubic inch area including base and camera. Color should be limited to white, black or the color of the building material that camera and base are attached to. All wiring and conduit shall be painted to the color of adjacent building material.

5. Prohibit signage about camera are not allowed other than a 2 x 2 sticker on of front door or window.

6. The desired placement, type of cameras, and number of cameras, are to be included in a diagram. Pictures of the areas of placement, as well as the diagram, should be included in the request. Cameras should not be installed beyond the living unit space. No common area encroachment.

7. Prohibit owners' cameras from being installed beyond their living space. No common area encroachment. Any damage to the building occurring during the installation OR removal process must be repaired and painted to match the existing surface as to color and texture. "Doorbell-type" camera guidelines.

Units that have a valid company "Home Security" signs prior to signed date below will be grandfathered in and do not need to be removed.

Installation of a "doorbell-type" camera, by the main entry door, is permitted without prior board or architectural committee approval. Please note any damage to the building occurring during the installation OR removal process must be repaired and painted to match the existing surface as to color and texture.

The foregoing Rules are hereby adopted by the Board of Directors of the Gardens/Gilbert Community ("Association") by an affirmative vote of the majority of the Board present at a duly held meeting at which a quorum was present and pursuant to the powers and duties, of the Board of Directors as set forth in the Declaration, this

19th day of August, 2022

By: [Signature]

Its: HOA President