

**AMENDED AND RESTATED
RULES AND REGULATIONS GOVERNING
VEHICULAR TRAFFIC AND USE OF ROADWAYS
WITHIN THE ANCALA COMMUNITY
Revised 4/21/2020**

Section I. Preamble

A. Authority to Adopt Rules and Regulations.

Section 1.4 of the Declaration of Protective Covenants for Ancala (the "Declaration") identifies the roadways within Ancala as common elements that are owned by the Ancala Homeowners Association (the "Association"). The Declaration further empowers the Association (acting through its Board of Directors) to promulgate reasonable and uniformly applicable Rules and Regulations governing the use of, and conduct of all persons upon, the community's common elements. Declaration at Section 2.1.4; *see also* Article II, Section 4 of the Bylaws of Ancala Homeowners Association, Inc. (the "Bylaws").
All Arizona traffic laws may be enforced within the Ancala Community.

B. Purpose Underlying Adoption of Rules and Regulations.

As common elements, the roadways are intended for the collective use and enjoyment of all Ancala property owners. As private streets that are not subject to municipal control, preservation of the Ancala roadway system and promotion of safety thereon are matters within the province and responsibility of the Association.

These Rules and Regulations are intended to:

1. Promote the health, safety and welfare of the Ancala community and its residents, guest and invitees;
2. Preserve the sanctity and well-being of the Ancala community by ensuring that all persons using the Ancala roadway system adhere to a uniform set of rules and procedures governing the use of said roadway system;
3. Protect the Ancala roadway system against misuse; and
4. Provide a fair and efficient system for enforcing these Rules and Regulations.

C. Adoption of Rules and Regulations; Effective Date.

In accordance with the express provisions of Article II, Section 4 of the Bylaws, and consistent with the powers granted to the Association by A.R.S. Section 28-628, the Board of Directors has approved and adopted these Rules and Regulations Governing Vehicular Traffic and Use of Roadways within the Ancala Community ("Rules and Regulations") as amended and restated effective this May 1, 2020.

Section II. Definitions

For these Rules and Regulations, unless the context otherwise requires:

1. "Board of Appeal" means the three (3) member board identified in Section V (B) hereof.
2. "Long-Term Guest" means an individual who resides in the Ancala community for more than thirty (30) days or visits the Ancala community on more than thirty (30) individual occasions during any consecutive twelve (12) month period.
3. "Visitor" means an individual visiting a homeowner for less than 30 days.
4. "Property Owner" means the registered owner of an Ancala property.

5. "Resident" means anyone residing in Ancala, either a property owner, family member or lessee/tenant.
6. "Management Company" means the company or entity retained by the Association to manage the day-to-day affairs of the Association or a manager hired by the Association.
7. "Security Company" means the company or entity retained by the Association to provide services for the Ancala community (including, but not limited to, operation of the community access gates.)
8. "Vehicle" means a mechanical, self-propelled device in, on or by which a person or property is or may be transported. The term shall include, but is not limited to, automobiles, trucks, motorcycles, and golf carts.

Section III. Rules and Regulations

A. Registration of Certain Vehicles. All Vehicles that are regularly stored, housed, maintained, or operated within Ancala shall be registered with the Management Company or Security Company. Each Ancala Resident and Long-Term Guest shall be responsible registering all such Vehicle(s) with the Management Company or Security Company.

1. *Registration Information.* For each Vehicle described in Section III(A), above, the person responsible for said Vehicle shall provide the Management Company or Security Company with:
 - a. The name of the owner or person responsible for the Vehicle;
 - b. The license plate number for the Vehicle;
 - c. The residential address or lot number where the Vehicle is regularly stored, housed or maintained; and
 - d. Such other information as requested by the Board of Directors, the Management Company, or the Security Company.
2. *Changes to Registration Information.* Each Resident or Long Term Guest responsible for a Vehicle required to be registered pursuant to this Section III (A) shall notify the Management Company or Security Company of any changes in the Vehicle information previously provided to the Management Company or Security Company within thirty (30) days of such change. Failure by any Resident or Long Term Guest to provide such notice of change within the thirty (30) day period shall result in a Two Hundred Fifty Dollar (\$250) penalty and/or revocation of such person's gate entrance card (i.e. Smart Pass card) until such time as the Resident or Long-Term Guest registers the correct Vehicle information with the Management Company or Security Company.

B. Traffic Signs, Signals and Markings

1. All persons operating any Vehicle within the Ancala community shall, at all times, obey the posted traffic signs, signals and markings.
2. No Vehicle operator shall proceed past a stop sign or stop signal without first bringing his/her Vehicle to a complete stop.
3. No person shall erect, maintain or otherwise post a traffic sign, signal or marking within the Ancala community without first obtaining the express, written consent of the Management Company, Security Company or the Board of Directors.
4. No person shall alter, modify, deface, knock down or remove a traffic sign, signal or marking without first obtaining the express, written consent of the Management Company or Security Company or the Board of Directors.

5. Vendors/Contractors working in the community are subject to the rules on vehicle operation and penalties may be imposed as described in Section IV D.
6. A person or contractor performing work within the Ancala community that may impede traffic or otherwise affect the Ancala roadway system shall post appropriate warning signs, signals and markers prior to commencing work. All such warning signs, signals and markers shall be in a form that is acceptable to the Management Company or Security Company. All approved warning signs, signals and markers shall be erected, maintained and removed at the sole cost and expense of the person or contractor installing the signs. All warning signs, signals and markers shall be promptly removed upon completion of the work or project.

C. Parking

1. Overnight parking on any portion of the Ancala roadway system is expressly prohibited. No Vehicle shall be parked in a manner that obstructs the passage of other Vehicles or pedestrians.
2. No vehicle shall be parked within 30 feet of an intersection. This allows emergency vehicles, trucks and other large vehicles to make turns in a safe manner. This will also pertain to Roadways where 'T' sections exist.
3. No Vehicle may be parked in a direction that is against the flow of traffic.
4. The parking lot for the Ancala Park may be used for overnight parking of boats and trailers for a period of up to twenty-four (24) hours, provided that the boat or trailer is properly registered through the guest vehicle application process at the main gate. Exceptions to this may be granted with prior written approval by the Board of Directors for extenuating circumstances.
5. The parking lot for the Ancala Park may be used for overnight parking of oversized recreational vehicles and/or guest parking for a period of up to one (1) week, provided that the oversized recreational vehicle or other guest vehicle is properly registered through the guest vehicle application process at the main gate. Notwithstanding the foregoing, no persons shall be permitted to reside in such vehicles when they are parked in the parking lot of the Ancala Park.
6. Prior to parking on any street, the driveway or garage should be utilized first. This is especially important and critical in cases where residents have regularly scheduled (more than twice a week) visitors or guests, such as housekeepers, home care givers, nurses, cleaners, etc. In these cases, it is imperative that parking be in the driveway of the residence being visited, as it reduces the volume of street parking and allows for a smooth flow of traffic.
7. In cases where a high volume of Visitors are expected, Residents should first ask neighbors to utilize their driveways or garages to avoid street parking.
8. If Visitors must use street parking, limit parking to one side of the street, **on the side of the street closest to the residence being visited**. Residents are responsible for notifying their Visitors where to park. Residents should notify the Security Company as soon as possible when more than the normal amount of visiting vehicles utilizing street parking is expected. The Security Company will coordinate with the Resident to determine the best place for Visitors to park, and will notify Visitors upon arrival if they need to park on a certain side of the street.
9. If Visitors are observed parking on both sides of the street, the Security Company will determine which vehicles must be moved in order to allow Vehicles, including emergency vehicles, to pass safely. Based on the residence identified with the license plate for the vehicle, the Security Company will notify the Resident which vehicles must be moved.

After two attempts to notify the Resident within a one hour timeframe, if specified vehicle(s) is (are) not removed, the Property Owner will be subject to the following fines:

- One (1) Vehicle remains unmoved - \$50
- Two (2) Vehicles remain unmoved – additional \$75 (\$125 total).
- Three (3) or more vehicles remain unmoved – additional \$100 per vehicle (Total of \$225 for 3, \$325 for 4, etc.).

D. Speed Limits

1. All persons operating Vehicles within the Ancala community shall, at all times, obey the posted speed limits. Unless otherwise identified by sign, signal or marking, the maximum speed limit within the Ancala community is twenty-five (25) miles per hour.

E. Vehicle Operation

1. No person under the age of sixteen (16) or without a valid driver's license regardless of age, shall operate a Vehicle, including golf carts and motorcycles, and no person under the age of fourteen (14) shall operate an electric skateboard or scooter on any portion of the Ancala roadway system. Following any suspension of operating privileges in accordance with the provisions of Section IV C hereof, no person shall operate a suspended Vehicle on any portion of the Ancala roadway system until such time as the suspension period has ended.

F. Motorcycles, Bicycles or Electric Skateboard/Scooters

1. Only Ancala residents will be permitted to operate a motorcycle within our streets. Visitor motorcycles will not be allowed in Ancala. Visitors who arrive on motorcycles may park at the community park where the Resident may pick up their visitor. No mini-bikes or other two, three or four wheel motorized sport vehicles such as off-road vehicles, except golf carts and motorized vehicles used by the disabled, shall operate in Ancala.
2. A person riding a motorcycle, bicycle or electric skateboard/scooter on a roadway is granted all of the rights and is subject to all of the duties and obligations herein established for Vehicle operators, including remedies and enforcement.
3. Notwithstanding any provision herein to the contrary, a person riding a bicycle or electric skateboard/scooter shall ride as close as practicable to the right-hand curb or edge of the roadway, without impeding visibility or safety.

G. Application of Other Traffic Laws

All persons operating Vehicles within the Ancala community shall, at all times, observe and obey all traffic and vehicle laws, regulations, rules and ordinances promulgated by the State of Arizona and the City of Scottsdale EXCEPT those laws, regulations, rules and ordinances which, by their nature, can have no application.

Section IV. Remedies and Enforcement

A. Applicability of Rules and Regulations; Amendment

These Rules and Regulations are supplemental to the Declaration and are binding upon all individuals using or entering upon the Ancala roadway system. These Rules and Regulations

may be altered from time to time by the Board of Directors as it deems appropriate. It is the responsibility of each Ancala Property Owner to notify all Long Term Guests, Visitors, tenants, vendors and other invitees of the provisions and requirements of these Rules and Regulations.

B. Enforcement

The Association, the Board of Directors, the Security Company, or the Management Company may enforce these Rules and Regulations.

1. *Non-Liability.* Neither the Association, the Board of Directors, the Security Company, or the Management Company, nor any member, agent, representative, successor or assign of such body shall be liable to any Ancala Property Owner, Resident or other person for any damage, loss, or prejudice suffered or claimed on account of the enforcement or non-enforcement of these Rules and Regulations.

C. Violation of Rules and Regulations by Ancala Residents, Long-Term Guests and Visitors; Penalties

1. *Penalties.* In the event that any Ancala Resident, Long-Term Guest or Visitor violates the provision of Section III hereof, the violations and respective penalties for each offense shall accrue against the Property Owner for a twelve (12) month period beginning from the date of the first offense. At the expiration of this twelve-month period, the next offense by such Resident, Long-Term Guest or Visitor shall again be deemed a first offense, and the twelve-month accrual period shall start anew from the date of that new first offense. Notwithstanding, all monetary penalties accrued by a Resident, Long Term Guest, or Visitor during any twelve-month period shall continue to be an obligation of the Ancala Property Owner after the expiration of the twelve-month period. The penalties for each offense are set forth below, except where specified differently in Section III for certain violations. In addition, any violation cited for speeds at 35 mph or above will be subject to a fine 50% greater than the monetary fines imposed below. All notices of violation will be sent via certified mail to the Property Owner's address on record with the Management Company, advising of the infraction including location, license plate number and warning that future offenses may result in the imposition of fines and or penalties. In the case where the offending party is a tenant, a copy of the letter will be sent via U.S. mail to the tenant's Ancala address.
 - a. First Offense: The Management Company shall deliver written notice to the Property Owner advising of the infraction and warning that future offenses may result in the imposition of fines and/or penalties.
 - b. Second Offense: The Management Company shall deliver written notice to the Property Owner advising that (i) there has been a violation of these Rules and Regulations for a second time, (ii) the Association has imposed a Two Hundred Dollar (\$200) fine on the Property Owner and (iii) the Property Owner has the right to request a hearing to appeal imposition of the fine pursuant to Section V hereof. If the Property Owner does not timely request a hearing, the imposed fine shall remain due and payable on the Property Owner's account and further offenses may result in the imposition of additional fines and suspension of common element privileges.
 - c. Third Offense: The Management company shall deliver written notice to the Property Owner advising that (i) there has been a violation of these Rules and Regulations for a third time, (ii) the Association has imposed a Five Hundred Dollar (\$500) fine on the Property Owner, and (iii) the Association revokes the offending party's gate entrance

card (i.e. Smart Pass Card) for a period of six (6) months, and (iv) the Property Owner has the right to request a hearing to appeal imposition of the fine and suspension pursuant to Section V hereof. If the Property Owner does not timely request a hearing, the imposed fine shall remain due and payable on the Property Owner's account and further offenses may result in the imposition of additional fines and suspension of common element privileges. If further offenses occur, a fine of \$1200 will be imposed for each offense.

D. Violation of Rules and Regulation by Persons Who are Not Ancala Residents, Long Term Guests, or Visitors; Penalties

1. *Penalties.* In the event that a person or entity other than an Ancala Resident, Long-Term Guest, or Visitor (e.g., a vendor or contractor) has violated these Rules and Regulations, the Board of Directors, the Security Company, and the Management Company shall have the right, upon the second violation (the first violation having resulted in the issuance of a warning) by such individual within a twelve (12) month period, to impose penalties. The Board of Directors, the Security Company and the Management Company may suspend or otherwise prohibit, with or without notice, said violator's entry upon or use of the Ancala roadway system. The length of such suspension or prohibition may be up to a period of six (6) months. Should such suspension or prohibition cause undue hardship to a Property Owner (e.g. suspension of roadway usage by a vendor or contractor who is in the middle of a project for a Property Owner) consideration will be given to a modification of the penalty assessed said violator (e.g., a delay in the effective date of the suspension or prohibition until the project is finished) to prevent an undue hardship for the Property Owner.

Section V. Right to Request Hearing

A. Permitted Appellants

Only Ancala Property Owners may request a hearing to appeal the fine or penalty imposed by the Association pursuant to these Rules and Regulations. A Property Owner may request a hearing on behalf of himself for herself or a family member or lessee/tenant, i.e., the definition of Resident. No hearing rights shall be afforded to any other persons although a Property Owner may seek an appeal as provided for in Section IV D regarding an undue hardship to the Property Owner from penalties imposed on others.

B. Board of Appeal

1. *Number and Term of Office.* The Board of Appeal shall consist of (i) three (3) individual members of the Association as appointed by the Board of Directors or (ii) a former judge selected by the three (3) individuals set forth in Section V B(1)(i). Each member of the Board of Appeal shall continue to serve until such time as his/her successor is duly appointed.
2. *Meetings.* Meetings of the Board of Appeal shall be held at the request of (i) any member of the Board of Appeal or (ii) the Management Company, following the Management Company's receipt of a request for hearing in accordance the provisions of Section V(C) hereof. Notwithstanding the foregoing, in no event shall the Board of Appeal be required to meet more than twelve (12) times during any calendar year.
3. *Compensation.* No member of the Board of Appeal shall be entitled to receive compensation for the performance of his/her duties hereunder.

4. *Non-Liability.* Neither the Board of Appeal nor any member, agent, representative, successor or assign thereof shall be liable to the Association or to any Ancala Property Owner or other person for any damage, loss, or prejudice suffered or claimed on account of the Board of Appeal's (or the individual member's agent's, representative's, successor's or assign's) performance or non-performance of its duties under this Section V.

C. Request for Hearing

Any Ancala Property Owner who has received notice concerning the fine or penalty imposed by the Association in accordance with the provisions of Section IV(C), above, may request a hearing before the Board of Appeal for the purpose of challenging the legitimacy of the fine or penalty. A request for hearing shall be submitted (in writing) to the Management Company within fifteen (15) days (fifteen days is considered a timely request) following the aggrieved property owner or resident's receipt of delivery, as confirmed by the U.S. Post Office certified letter receipt, of notice concerning potential imposition of the fine or penalty. Following the Management Company's receipt of a request for hearing (the "Hearing Demand"), the Management Company shall notify each member of the Board of Appeal and shall schedule a hearing within thirty (30) days following the Management Company's receipt of the Hearing Demand. Notice concerning the time, date and place of the hearing shall be delivered (either telephonically or in writing) to the aggrieved Property Owner no less than ten (10) days prior to the scheduled hearing.

D. Cancellation and Rescheduling of Hearing

The aggrieved Property Owner may, if necessary, request that the Board of Appeal reschedule the hearing by providing written notice to the Management Company at least twenty-four (24) hours in advance of the scheduled hearing. In the event the Management Company receives the required written notice from the aggrieved Property Owner within the applicable time period, the Management Company shall notify the aggrieved Property Owner and members of the Board of Appeal of the cancellation of hearing and shall reschedule the hearing for a date not less than thirty-one (31) days after the currently scheduled hearing. The Management Company shall thereafter notify the aggrieved Property Owner of the rescheduled hearing time and date (either telephonically or in writing) no less than 48 hours prior to the rescheduled hearing date. Notwithstanding the forgoing, an aggrieved Property Owner shall only be allowed to reschedule a hearing for a particular violation twice. Any attempt by the aggrieved property owner or resident to reschedule the hearing more than twice shall be deemed void and ineffective and the hearing shall continue on as scheduled.

E. Failure to Attend Scheduled Hearing

Failure by the aggrieved Property Owner (or family member or lessee/tenant if authorized by the Property Owner) to attend any scheduled hearing which has not been properly cancelled or rescheduled as provided herein, shall be deemed such aggrieved Property Owner's election to waive his/her right to a hearing for that violation.

F. Hearing

The aggrieved Property Owner or family member or lessee/tenant shall present his/her case concerning why the fine or penalty should not be imposed. The aggrieved individual may present written as well as other evidence (including eyewitness testimony) at the hearing; however, the aggrieved individual shall not be entitled to the representation or participation of an attorney at the hearing.

G. Notification of Decision

At the conclusion of the hearing, the Board of Appeal shall meet and discuss whether the imposed fine or penalty should remain. In the event the members of the Board of Appeal are not in unanimous agreement concerning whether to impose the fine or penalty, the members of the Board of Appeal shall vote upon the matter. A majority vote of the Board of Appeal shall carry the decision. The Board of Appeal shall communicate its decision to the Management Company within ten (10) days following the conclusion of the hearing; the Management Company shall notify the aggrieved Property Owner of the Board of Appeal's decision within fifteen (15) days following its receipt of the Board of Appeal's decision.

H. Final Decision

All decisions of the Board of Appeal shall be final. The aggrieved Property Owner shall not be entitled to additional hearings before the Board of Appeal, the Board of Directors, the Security Committee or the Management Company. Furthermore, any decision of the Board of Appeal shall not be subject to challenge in any court or other administrative forum.

Section VI. Monetary Penalties; Involuntary Liens

A. Obligation to Pay

All monetary penalties imposed in accordance with these Rules and Regulations shall be due and payable to the Association. Each monetary penalty shall be paid within thirty (30) days following the violating Property Owner's receipt of notice concerning the imposition of the penalty. The violating Property Owner shall tender his/her payment to the Management Company. A Property Owner who does not pay the amount stipulated for a violation within ninety (90) days of the notification date will have the Smart Pass for that vehicle deactivated until payment is received.

Section VII. Exception

These Rules and Regulation shall not prohibit or otherwise limit the actions of any emergency personnel or law enforcement officer providing service or responding to any emergency situation within the Ancala community.