

SCOTTSDALE RANCH COMMUNITY ASSOCIATION

Drone Resolution and Policy

WHEREAS, the Scottsdale Ranch Community Association ("Association") is governed by the Fourth Amended and Restated Declaration of Covenants, Conditions, Restrictions, Assessments, Charges, Servitudes, Liens, Reservations and Easements (Scottsdale Ranch Community Association) (the "Declaration"), recorded at Recording No. 2016-0334975 in the office of the Maricopa County Recorder;

WHEREAS, Article V, Section 3 and Article XIV, Section 5 of the Declaration empower the Board to adopt rules and regulations on a variety of matters to be known as the Scottsdale Ranch Rules;

WHEREAS, Article IV, Section 2(z) of the Declaration further empowers the Board to restrict and regulate activities that are deemed a nuisance or affect the health, safety, and welfare of Owners and Residents;

WHEREAS, Article IV, Section 2(e) of the Declaration prohibits nuisances on Lots and Parcels; and

WHEREAS, the Board is concerned with the impact on safety and privacy presented by the use of drones in the community, as well as the potential for drones to create a nuisance for residents of the community.

NOW, THEREFORE, the Association hereby adopts this Drone Resolution and Policy and makes it part of the Scottsdale Ranch Rules in order to regulate the use of drones in the community.

1. The use of any Model Aircraft, as that term is defined in the FAA Modernization and Reform Act of 2012, or any small unmanned aircraft system (UAS) that is governed by Federal Aviation Administration (FAA) rules now or hereafter in effect (collectively, "Drones") within the Association shall be governed by this Drone Resolution and Policy.
2. Anyone operating a Drone within the Association is solely responsible for ensuring their own compliance with all local, state, and federal laws, regulations, and rules. The operator of a Drone shall be solely responsible for any injury or damage arising out of the Drone's operation in the community.
3. Any Drone that is operated so as to be offensive or detrimental to any other property in the vicinity thereof or to its occupants, as determined in the sole discretion of the Board, shall be deemed to be a nuisance and in violation of the Declaration.
4. Upon the written request of any Member or Resident, the Board shall conclusively determine, in its sole and absolute discretion, whether a particular Drone is being operated

so as to be a nuisance. The Member or Resident submitting the request for determination of whether the Drone is a nuisance shall keep a log and documentation of proof of the nuisance for a minimum of two (2) weeks or such other time period as is prescribed by the Board. The Member or Resident must also provide information to the Association documenting in what Lot or Unit within Scottsdale Ranch the user of the Drone resides. In addition, Members or Residents submitting a request for determination of any of the above shall provide any other documentation required by the Association. Any decision rendered by the Board shall be final and enforceable in the same manner as other restrictions of the Declaration.

5. The Association is not required to take enforcement against all Drones operated in Scottsdale Ranch. However, should the Association bring any legal or administrative action to enforce this Drone Resolution and Policy and/or the Declaration with respect to a Drone, the Member or Resident submitting a complaint would be required to testify and provide documentation relevant to the complaint. The Association does not prejudice or waive its right to enforce this Drone Resolution and Policy and/or the Declaration should the Association not enforce this Drone Resolution and Policy and/or the Declaration as to any particular Drone's operation in Scottsdale Ranch.
6. The Board of Directors shall have the authority to enforce the provisions of this Drone Resolution and Policy in any manner provided by the Association's governing documents and applicable law.