

This is a true copy extract ARTICLE III, Section 3.6 that Board President Jack Troia cited as part of his authority to charge a SCA member with "assaulting" the Community Manager.

The full file containing both the SCA CAI Declaration (CC&Rs and By-Laws) is 19.1 Mbytes. It can be reviewed or downloaded from the SCA-HOA website.

(Dated 5/20/2008)

PART TWO: CREATION AND MAINTENANCE OF COMMUNITY STANDARDS

The standards for use, conduct, maintenance, and architecture within Sun City Anthem are what give the community its identity and make it a place that people want to call "home".

Yet those standards must be more than a static recitation of "thou shall nots." This Declaration establishes procedures for rulemaking as a dynamic process which allows the community standards to evolve as the community grows and as technology evolves.

ARTICLE III

USE AND CONDUCT

3.6. Initial Use Restrictions and Rules.

(a) Animals and Pets. No animals of any kind, including livestock and poultry, shall be raised, bred, or kept on any portion of the properties, except that a maximum of three pets is permitted in each Dwelling Unit, the composition of which may include dogs, cats, birds, or other pets as determined from time to time by the Board. Pets which are permitted to roam free, or, in the sole discretion of the Association, endanger the health of other Persons, make objectionable noise, or constitute a nuisance or inconvenience to the Owners or others within the Properties shall be removed upon the Board's request. If the Owner fails to honor such request, the Board may cause the pet to be removed.

15

The Board may adopt reasonable regulations designed to minimize damage and disturbance to other Owners and Occupants, including Rules requiring damage deposits, waste removal, leash controls, noise controls, and limits based on any reasonable factor, including size and capacity of the Lot and fair share use of the Common Area; provided, however, any regulation prohibiting the keeping of ordinary household pets shall apply prospectively only and shall not require the removal of any pet which was being kept on the properties in compliance with the Use Restrictions and Rules in effect prior to the adoption of such regulation. The Board may also adopt Rules which prohibit pets from certain Common Area location. Nothing in this provision shall prevent the Association from requiring removal of any animal that presents an actual threat to the health or safety of residents or from requiring abatement of any nuisance or unreasonable source of annoyance. No pets shall be kept bred or maintained for any commercial purpose.

(b) Firearms. The discharge of firearms within the Properties is prohibited. The term "firearms" includes "B-B" guns, pellet guns, and other firearms of all types, regardless of size.

(c) Nuisances. No Owner shall engage in any activity which materially disturbs or destroys the vegetation, wildlife, or air quality within the Properties or which results in unreasonable levels of sound or light pollution.

(d) Garage Doors. Garage doors shall remain closed at all times except when entering and exiting the garage and for a reasonable length of time during day-light hours while performing regular home maintenance activities (e.g., lawn care and gardening, car washing, etc).

(e) Exterior lighting. Excessive exterior lighting is prohibited on any Lot. The Board (or its designee) in its sole discretion shall determine whether any exterior lighting is excessive.

(f) Temporary Structures. Tents, shacks, or other structures of a temporary nature are prohibited on any Lot except as may be authorized by Declarant during initial construction within the Properties. Temporary structures used during the construction or repair of a Dwelling Unit or other improvements shall be removed immediately after the completion of construction or repair.

(g) Storage Goods. Storage of furniture, fixtures, appliances, machinery, equipment, or other goods and chattels by a Home Owner is prohibited on the Common Area or, if not in active use, any portion of a Lot which is visible from outside the Lot.

(h) Quiet Enjoyment. Nothing shall be done or maintained on any part of a Lot which emits foul or obnoxious odors outside the Lot or creates noise or other conditions which tend to disturb the peace, quiet, safety, comfort, or serenity of the Occupants and invitees of other Lots. No obnoxious, illegal, or offensive activity shall be carried on upon any portion of the Properties, which in the Board's reasonable determination tends to cause embarrassment, discomfort, annoyance, or nuisance to persons using the Common Area or to the Occupants and invitees of other Lots.

(i) Signs. No sign shall be erected within the Properties without the Board's written consent, except those required by law or unless specifically permitted in the Design Guidelines, including posters, circulars, and billboards. This restriction shall not apply to entry and directional signs installed by Declarant. If permission is granted to any Person to erect a sign within the Properties, the Architectural Review Committee shall have the right to restrict the

size, color, lettering, and placement of such sign. The Board, Council, and Declarant shall have the right to erect signs as they, in their discretion, deem appropriate. Notwithstanding the foregoing, Owners shall be permitted to display a political sign in the front yard of a Lot but may not exceed twenty-four (24) inches by thirty-six (36) inches. As used herein, "political sign" means a sign that expresses support for or opposition to a candidate, political party or ballot question. No signs shall be displayed anywhere on the Common Areas.

(j) TV Antennas and Satellite Dishes. Standard TV antennas and other over-the-air reception devices (including satellite dishes) of less than one meter in diameter shall be permitted upon the Properties. Installation of standard TV antennas and over-the-air reception devices shall comply with any and all Design Guidelines, or other applicable rules and guidelines adopted by the Architectural Review Committee or the Board; provided, however, that such rules or regulations do not unreasonably delay or prevent the installation, maintenance or use of the satellite dish; do not increase the cost of installation, maintenance or use; and do not preclude reception or transmission of an acceptable quality signal. Declarant Council, and/or the Association shall have the right, without obligation, to erect an aerial, satellite dish, or other

apparatus (of any size) for a master antenna, cable, or other communication system for the benefit of all or any portion of Anthem, including the Properties, should any master system or systems require such exterior apparatus.

(k) Trash Containers and Collection. No garbage or trash shall be placed or kept on any Lot, except in covered containers of a type, size, and style which are pre-approved by the Architectural Review Committee, as specifically permitted under the Design Guidelines, or required by the applicable governing jurisdiction. In no event shall such containers be maintained so as to be visible from outside the Lot unless they are being made available for collection and then only for the shortest time reasonably necessary to effect such collection. All rubbish, trash, or garbage shall be removed from the Lots and shall not be allowed to accumulate thereon. No outdoor incinerators shall be kept or maintained on any Lot.

(l) Unsightly or Unkempt Conditions. All portions of a Lot outside enclosed structures shall be kept in a clean and tidy condition at all times. No rubbish or debris of any kind shall be placed or permitted to accumulate upon or adjacent to any Lot so as to render any such property or any portion thereof, or activity thereon, unsanitary, unsightly, offensive or detrimental to any other portion of the Properties. Woodpiles or other material shall be stored in a manner so as not to be visible from outside the Lot and not to be attractive to rodents, snakes, and other animals and to minimize the potential danger from fires. No nuisance shall be permitted to exist or operate upon any Lot so as to be offensive or detrimental to any other portion of the Properties. No activities shall be conducted upon or adjacent to any Lot or within improvements constructed thereon which are or might be unsafe or hazardous to any Person or Property. No open fires shall be lighted or permitted on the Properties, except in a contained outdoor fireplace or barbecue unit while attended and in use for cooking purposes or within a safe and well designed interior fireplace.

(m) Vehicles and Parking. The term "vehicles," as used in this Section, shall include, without limitation, automobiles, trucks, boats, trailers, motorcycles, campers, vans, and recreational vehicles.

No vehicle may be left upon any portion of the Properties except in a garage, driveway, parking pad, or other area designated by the Board. No person shall park any commercial vehicles, recreational vehicles, mobile homes, trailers, campers, boats or other watercraft, all other oversized vehicles, stored vehicles, and unlicensed vehicles or inoperable vehicles within the Properties other than in enclosed garages; provided, however, one boat or recreational vehicle may be temporarily kept or stored completely in a driveway or completely on a parking

pad on a Lot for not more than four nights within each calendar month. This Section shall not apply to emergency vehicle repairs.

Only electronic powered golf carts may be operated within the Properties; gasoline powered golf carts are prohibited.

(n) Wetlands, Lakes, and Other Water Bodies. All wetlands, lakes, ponds, and streams within the Properties, if any, shall be aesthetic amenities only, and no other active use of lakes, ponds, streams, or other bodies of water within the Properties or within any golf course is permitted, except that the Association and its agents shall have the exclusive right and easement to retrieve golf balls from bodies of water within the Common Areas. The Association shall not be responsible for any loss, damage, or injury to any person or property arising out of the authorized or unauthorized use of lakes, ponds, streams or other bodies of water within or adjacent to the Properties.

(o) Displaying the Flag of the United States.

(i) Except as otherwise provided in Subsection (ii), below, the Association shall not prohibit an Owner from engaging in the display of the flag of the United States within such physical portion of the Association as the Owner has a right to occupy and use exclusively.

(ii) The provisions of this section do not:

(A) Apply to the display of the flag of the United States for commercial advertising purposes; or

(B) Preclude the Association from adopting rules that reasonably restrict the placement and manner of the display of the flag of the United States by an Owner.

(iii) In any action commenced to enforce the provisions of this section, the prevailing party is entitled to recover reasonable attorney's fees and costs.

(iv) As used in this section, "display of the flag of the United States" means a flag of the United States that is:

(A) Made of cloth, fabric, or paper;

(B) Displayed from a pole or staff or in a window; and

(C) Displayed in a manner that is consistent with 4 U.S.C. Chapter 1.

The term does not include a depiction or emblem of the flag of the United States that is made of balloons, flora, lights, paint, paving materials, roofing, siding, or any other similar building, decorative, or landscaping component.

(p) Alteration of Lots; Access to Lots.

(i) Except as otherwise provided in the Act and subject to the provisions of the Declaration, an Owner:

(ii)

(A) May make any improvements or alterations to his Lot that do not impair the structural integrity or mechanical systems or lessen the support of any portion of the Association;

18

(B) May not change the appearance of the Common Areas, the exterior appearance of any Lot, or any other portion of the Association without the permission of the Association; and

(C) After acquiring an adjoining Lot or an adjoining part of an adjoining Lot, may remove or alter any intervening partition or create apertures therein, even if the partition in whole or in part is a Common Area as long as those acts do not impair the structural integrity or mechanical systems or lessen the support of any portion of the Association. Removal of partitions or creation of apertures under this paragraph is not an alteration of boundaries.

(iii) The Association may not:

(A) Unreasonably restrict, prohibit, or otherwise impede the lawful rights of an Owner to have reasonable access to his Lot.

(B) Unreasonably restrict, prohibit, or withhold approval for an Owner to add to a Lot:

(1) Improvements such as ramps, railings, or elevators that are necessary to improve access to the Lot for any occupant of the Lot who has a disability;

(2) Additional locks to improve the security of the Lot; or

(3) Shutters to improve the security of the Lot or to aid in reducing the costs of energy for the Lot.

(iii) Any improvement or alteration made pursuant to subsection (ii), above, that is visible from any other portion of the Association must be installed, constructed, or added in accordance with the procedures set forth in the Governing Documents of the Association and must be selected or designed to the maximum extent practicable to be compatible with the style of the Association.

ARTICLE IV ARCHITECTURE AND LANDSCAPING