



**Anthem Parkside**

**COMMUNITY ASSOCIATION**

**Anthem Parkside**

**Initial Use Restrictions**

**February 19, 2015**

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## **Initial Use Restrictions**

- (a) **General** Anthem Parkside shall be used only for Residential and related purposes. Related purposes may include, without limitation, offices for any management agent or agents retained by the Association and business offices for Declarant or the Association consistent with this Declaration and any Supplemental Declaration. If you have any questions or concerns contact the Anthem Parkside HOA office.

When used in these Use Restrictions, the phrase “Visible from Neighboring Property” shall mean, with respect to any given object, that the object is or would be visible to a six foot tall person standing at ground level on any part of the neighboring property at an elevation no greater than the elevation of the base of the object being viewed.

- (b) **Animals and Pets** No animals of any kind, including livestock and poultry, shall be raised, bred, or kept on any portion of Anthem Parkside, except that each Dwelling Unit there shall be permitted a reasonable number of usual and common household pets, as determined at the Board’s discretion. Pets are not permitted to roam free. In the Association’s sole discretion, any pet which may endanger the health, make objectionable noise, or constitute a nuisance or inconvenience to other owners or residents of any portion of Anthem Parkside shall be removed upon the Board’s request at the owner’s expense. No pets shall be kept, bred, or maintained for any commercial purpose.
- (c) **Business Use** No business or trade shall be conducted in or from any Lot, except that an Owner or occupant residing in a Dwelling Unit may conduct business activities within the Dwelling Unit so long as:

- a. the existence or operation of the business activity is not apparent or detectable by sight (including signage), sound, or smell from outside the Dwelling Unit;
- b. the business activity conforms to all Municipal or County zoning requirements for Anthem Parkside;
- c. the business activity does not cause parking or other traffic problems within Anthem Parkside, as determined in the Board’s discretion, or involve door-to-door solicitation of residents of Anthem Parkside; and
- d. the business activity is consistent with the residential character of Anthem Parkside and does not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of other residents of Anthem Parkside, as may be determined in the sole discretion of the Board.

The foregoing limitations shall not preclude occasional garage sales, rummage sales, Parkside sponsored garage sales or similar activities, provided that such activities

shall not be held on any one Lot more than once in any three-month period, and, when held, may not exceed three consecutive days in duration.

“Business and trade” shall be construed to have their ordinary, generally accepted meanings and shall include, without limitation, any occupation, work or activity undertaken on an ongoing basis which involves the provision of goods and services to Persons other than the family of the producer of such goods or services and for which the producer receives a fee, compensation, or other form of consideration, regardless of whether (a) such activity is engaged in full or part time, (b) such activity is intended to or does generate a profit, or (c) a license is required.

This section shall not apply to any activity conducted by Declarant or a person approved by Declarant with respect to its development and sale of Anthem Parkside or its use of any Lots which it owns within Anthem Parkside, including the operation of a timeshare or similar program. Additionally, this section shall not apply to any activity conducted by the Council or the Association.

The leasing of a Dwelling Unit shall not be considered a business or trade within the meaning of this subsection. “Leasing”, for purposes of this Declaration, is defined as regular, exclusive occupancy of a Dwelling Unit by any person other than the Owner, for which the Owner receives any consideration or benefit, including, but not limited to, a fee, service, gratuity, or emolument. Dwelling Units may be leased only in their entirety. No fraction or portion may be leased.

No structure on a Lot other than the primary residential Dwelling Unit shall be leased or otherwise occupied for residential purposes, except that a casita on a Lot, if any, may be occupied but not independently leased. There shall be no subleasing of Dwelling Units or assignment of leases except with the Board’s prior written approval. All leases shall be in writing.

No transient tenants may be accommodated in a Dwelling Unit, and all leases shall be for an initial term of no less than 30 days.

Notice of any lease, together with such additional information; namely the name and contact information for any adults occupying the property, the times period of the lease, including the beginning and ending dates of the tenancy, and a description and license plate numbers of the tenant’s vehicles, shall be given to the Board or its designee by the Owner within ten days of execution of the lease. The Owner must make available to the lessee copies of the Governing Documents. The Board may adopt reasonable rules and regulations regulating leasing and subleasing.

- (d) **Wildlife** Capturing, killing, or trapping wildlife is prohibited within Anthem Parkside, except in circumstances imposing an imminent threat to the safety of persons or pets.

Parkside residents are prohibited from feeding, attracting or otherwise enticing wildlife into an area of Anthem Parkside, except as authorized by the Arizona Game and Fish Commission.

- (e) **Firearms** The discharge of firearms within Anthem Parkside is prohibited. The term “firearms” includes any loaded or unloaded handgun, pistol, revolver, rifle, shotgun, or other weapon that will expel, is designed to expel or may readily converted to expel a projectile by the action of an explosive.
- (f) **Nuisances** No Owner shall engage in any activity which materially disturbs or destroys the vegetation, wildlife, or air quality within Anthem Parkside or which results in unreasonable levels of sound or light pollution.
- (g) **Garages** Garage doors shall remain closed at all times except when in use, or entering or exiting the garage. Detached garages are prohibited unless approved by the Reviewer, installed by the original Builder or installed in Unit 81 (Arroyo Grande).
- (h) **Storage of Goods** Storage (except in approved structures or containers) of furniture, fixtures, appliances, machinery, equipment, or other goods and chattels on the Common Area (except by the Association), or, if not in active use, any portion of a Lot which is Visible from Neighboring Property is prohibited.
- (i) **Occupant Bound** All provisions of the Governing Documents and Council Governing Documents shall apply to all occupants, guests, and invitees of any Lot. Every Owner shall cause all occupants of his or her Lot to comply with the foregoing and shall be responsible for all violations and losses to the Common Area caused by such occupants, notwithstanding the fact that such occupants of a Lot are also fully liable and may be sanctioned for any violation.
- (j) **Prohibited Condition** The following conditions, structures, or activities are prohibited on any Lot.
  - a. *Free Standing Casitas* (except as initially constructed by Declarant or approved by Declarant as part of the initial construction of a Dwelling Unit on a Lot).
  - b. *Dog Runs* and animal pens of any kind, if such structures are Visible from Neighboring Property.
  - c. *Shacks* or other structures of a temporary nature on any Lot except as may be authorized by Declarant during the initial construction of improvements within Anthem Parkside. 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.

d. In any event, and notwithstanding the above list of prohibited conditions, as set forth in Article IV, any structure, improvement, or thing proposed for construction, erection, installation, or placement on a Lot requires prior Reviewer approval.

(k) **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 noxious, illegal, or offensive activity shall be carried out upon any portion of Anthem Parkside, 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.

(l) **Signs** No sign shall be erected within Anthem Parkside, except those required to be permitted under State and local laws. Owners must comply with all State and local restrictions applicable to signs, copies of which are available at the office or on the web page.

(m) **Property Line Changes and Timesharing** No Lot shall be subdivided or its boundary lines changed except with the Board's prior written approval; provided, however, Declarant, its successors and assigns hereby expressly reserve the right unilaterally to subdivide, change the boundary line of, and re-plat any Lot(s) that Declarant, its successors and assignees may own.

No Lot shall be made subject to any type of timesharing, fraction-sharing, or similar program whereby the right to exclusive use of the Lot rotates among members of the program on a fixed or floating time schedule over a period of years. However, Declarant hereby reserves the right for itself to operate such a program.

(n) **Holiday Decorations** Owners may display Holiday decorations located or visible from outside their Dwelling Units if the decorations are of the kind normally displayed in single family residential neighborhoods, are of a reasonable size and scope, and do not disturb other Owners and residents by excessive light or sound emission or by causing an unreasonable amount of spectator traffic. Holiday decorations may be displayed in season only from November 1 to January 15 and, during other times of the year, from one week before to one week after any nationally recognized holiday. Halloween decorations may be displayed from October 1 to November 12.

(o) **Antennas & Satellite Dishes** No antennas, satellite dish, or other device for the transmission or reception of television or radio (including amateur or ham radios) signals is permitted outside the Dwelling Unit, except those devices whose installation and use is protected under federal law or regulations (generally, certain antennae under one meter in diameter). Anthem Parkside will comply with all Federal, State and local laws, copies of

which are available at the office or on the web page. An application for the installation of such an antenna or other device must be submitted to the ARC in accordance with Article IV prior to the installation in order to provide notice to the Association of the planned location of the device and manner in which the device will be installed. The equipment or device should be designed for minimal visual intrusion when installed (i.e. is located in a manner which minimizes visibility from the street or an adjacent Lot and is consistent with the Community-Wide Standard) to the greatest extent possible; and the equipment or device should comply to the maximum extent feasible with the Design Guidelines within the confines of the applicable governmental regulations.

The ARC shall consider any such application on an expedited basis.

- (p) **Trash Containers & 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 ARC or specifically permitted under the Design Guidelines, or as required by the applicable governing jurisdiction. Such containers shall not be Visible from Neighboring Property except when they are being made available for collection from 5:00 P.M. the day before, to 9:00 A.M. the day after. 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.
- (q) **Pool Equipment** All pool equipment stored on any Lot shall be screened so as to be neither Visible from Neighboring Property nor able to be seen through any wrought iron fence.
- (r) **Unightly 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 portion thereof, or activity thereon, unsanitary, unsightly, offensive or detrimental to any portion of Anthem Parkside.

Woodpiles or other material shall be stored in a manner so as not to be Visible from Neighboring Property and not to be attractive to rodents, snakes or 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 detrimental or offensive to any other portion of Anthem Parkside. 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 Anthem Parkside, 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.

- (s) **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.

All vehicles must be kept in a garage, driveway, or other area designated by the Board or as otherwise defined below. (The neighborhood of Paseo within Anthem Parkside has separate use restrictions as it pertains to parking)

Street parking is prohibited. However, occasional temporary guest overflow parking is allowable in the street so long as the driveway and garage are fully utilized for parking.

No person shall park any recreational vehicles, mobile homes, trailers, campers, boats or other watercraft, within Anthem Parkside other than in enclosed garages. (with the exception of properties in Arroyo Grande, reference First Amendment to Supplemental Declaration for Unit 81)

Stored vehicles, unlicensed vehicles or inoperable vehicles may only be kept within Anthem Parkside in an enclosed garage.

Boats, low profile travel trailers and/or one operable vehicle may be kept or stored on a Lot in an area other than the driveway or garage so long as the vehicles are not Visible from Neighboring Property (as defined in Section (b) of these Use Restrictions).

This section shall not apply to emergency vehicle repairs. Owners should notify the Association Office as a courtesy to inform them of this situation.

For purposes of cleaning, loading, unloading, and short term parking, recreational vehicles may be parked on Anthem Parkside for 72 hours per calendar month. Owners must obtain a recreational vehicle permit for such short term parking from the Association in accordance with city and local ordinances. Permits to allow for parking within the street may not be available for all areas.

“Commercial Vehicle” shall be defined as:

- a. Any motorized or towed vehicle designed or used for a commercial or industrial function, including:
  - i. Any vehicle with a carrying capacity/payload of over one ton and contains one or more appurtenances as described in 1(b);
  - ii. Vehicles with ladders, racks, “cherry pickers”, or any other appurtenances (i.e. enclosed box (box truck), fuel tanks, multiple tool boxes, lettering/signage (not to exceed 50% of the surface area of vehicle), etc.) making the vehicle useable for business purposes;
  - iii. Any vehicle over 230 inches long and contains one or more appurtenances as described in 1(b).

Vehicles NOT considered “Commercial Vehicles” are:



- a. Any vehicle that is protected under A.R.S. § 33-1809 (parking of a vehicle which is required to be available at designated periods at the person's residence as a condition of the person's employment for a public service corporation or public service agency)
- b. Cargo vans or pick-up trucks with no appurtenances as described in subsection 1(b), above.

No person shall park a commercial vehicle within Anthem Parkside which is visible from the street.

Commercial Vehicles which provide services to a property may park in the street during the time the service is performed. Such Commercial Vehicles must be clearly marked so as to be easily recognized as Commercial Vehicles. However, Commercial Vehicles which provide daily or regular service to a specific property shall park in the driveway of that property.

- (t) **Solar Equipment** No solar equipment or device is permitted outside the Dwelling Unit except such devices whose installation and use is protected by Federal or Arizona law. An application for the installation of such equipment or device must be submitted to the ARC under Article IV prior to installation in order to provide notice to the Association of the planned location of the device and manner in which the device will be installed. The equipment or device should be designed for minimal visual intrusion when installed (i.e. is located in a manner which minimizes visibility from the street or an adjacent Lot and is consistent with the Community-Wide Standard) to the greatest extent possible; and the equipment or device should comply to the maximum extent feasible with the Design Guidelines within the confines of the applicable governmental regulations.