

anthem

community council

**Board Policies, Resolutions, and
Rules**

AND

**Rules and Regulations
For Owners, Residents, and Businesses**

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Part 1: Introduction

The Anthem Community Council, Inc. (“Council”) Board of Directors (“Board”) has adopted this Board Policy Manual in an effort to organize and codify all current Anthem Community Council Policies, Resolutions and Rules so that each member of the Council and all Anthem owners and residents have access to one centralized document that contains the Council Policies, Resolutions and Rules.

Part 2: Organization and Administration

Section 1 – Personnel and Authority to Lead Anthem

2.1.1 Personnel

The Board shall hire a Community Executive Officer (CEO) to serve on behalf of the Board. The CEO reports directly to the Board through the Board President and serves at the pleasure of the Board. The Board will participate in the recruitment and selection of the CEO, and may conduct performance evaluations of the CEO from time to time as determined by the Board. The CEO's employment relationship with the Council will be solidified in an Employment Agreement as agreed upon by the CEO and Board.

The CEO is the administrative leader of the organization and is responsible for the implementation of Board policy, oversight of Council operations and services, and personnel management of all Council employees.

Board members shall refrain from interfering with administrative matters and employees and management staff and contractors performing work for the Council unless authorized by the President of the Board or the CEO.

2.1.2 Settlement and Write-Off Authority

1. Write-Offs

a. The Board grants its employed Executive Management (CEO and/or COO and/or Controller) the ability to write off future receivables that are first reviewed and then recommended for write-off by the Council Finance Committee, if the account meets the following criteria:

- i. The total account balance due to the ACC is less than \$5,000; and/or
- ii. The account is less than two (2) years delinquent and there has been notification that the owner or prior owner filed bankruptcy, and the debt has been discharged by the Court; and/or
- iii. The account is less than two (2) years delinquent and there has been notification that a Trustee's Sale has been completed, and the prior owner resides outside of the state and/or is unemployed; and/or
- iv. Executive Management has received a recommendation from its Legal Counsel and/or its 3rd party collection agent(s), that all efforts for collection have failed and that in the opinion of those professionals, future investments in attempting collection on the account would not be prudent, and the account should be deemed as uncollectible;

2. Settlements

a. The Board grants limited authority to its employed Executive Management (CEO and/or COO and/or CFO) the ability to negotiate with owners the resolution of, or structured payment schedule for, delinquent accounts in accordance with the following criteria or conditions:

- i. The total account balance due to Council is less than \$5,000; and/or
- ii. Executive Management has the ability to negotiate reasonable waivers of assessments, fees and/or costs in order to reach settlement that is in Council's best interests; and/or
- iii. Executive Management consults with its Legal Counsel and/or 3rd party collection agents; and/or the appropriate HOA Community Manager, regarding a proposed negotiated settlement; and/or
- iv. Executive Management and/or its Legal Counsel can initiate liens against owners and take appropriate and financially prudent legal action against owners on any delinquent receivable(s) which in their reasonable professional judgment will help expedite collection on the account and/or protect Council's interests.

b. Any structured payment schedule between Council and the property owner must meet the following criteria:

- i. A payment term for the delinquencies of not more than 18 months;
- ii. Current assessment obligations remain due and payable on their regularly scheduled quarterly payment cycle;
- iii. Waivers of any hard fees or costs as negotiated within the settlement plan will become null and void and retroactively due in full if the owner breaches the negotiated payment schedule;

c. All administrative decisions regarding the above settlement actions must be reviewed by at least two (2) of the three (3) above referenced Executive Management employees as an internal check and balance for prudent and consistent collection decisions; and

d. Council management promptly consults with and advise the appropriate HOA Community Manager or designee (Villages, Parkside, ACCCA) of planned and confirmed negotiated settlements made and their ongoing collections status.

Section 2 – Professional Services

2.2.1 Bid and Professional Services Procurement Policy

Purpose: It is the goal of the Council to engage in competitive bidding to invite competition and guard against favoritism, improvidence, extravagance, fraud, and corruption, as well as to secure the highest quality craftsmanship at the lowest price practicable. In furtherance of this goal, bid selection will be made in the best

interests of the Council, typically on the basis of price and performance and other qualifications as defined and bids will not be awarded based on a past or existing relationship with the Council.

While it is the Council's general practice to bid for large-scale projects as defined in this policy, the Council reserves the right to waive the bidding process, formally or informally, if more desirable means of contracting for the service (such as extending an existing contract) are chosen. Additionally, professional services may also be secured through formal selection with the intention of having a fair, rational, and uniform procedure that facilitates the selection of professional consultants on the basis of qualifications and competence in relation to the scope and needs of a particular project.

This policy is mandatory for all Council projects over the amount of \$50,000 (subject to Council's discretion above and below), and may also be followed for smaller scale projects as determined by the CEO. The practice for smaller scale projects, when practical, will be to, at a minimum, collect three quotes for consideration to ensure competitiveness. This applies to projects initiated by staff, Council Committees, Council Affiliate groups, or other groups acting on the authority of the Council.

1. Competitive Bidding and Bidding Procedures

- a. The Board desires to engage in competitive bidding when appropriate to secure the most responsible services and products.
- b. The Board may enter into a contract without competitive bidding by a majority vote of all Directors then holding office.
- c. The Council may decide to include a prequalification process prior to the formal bidding process.
- d. Contracts shall be awarded to the lowest responsible bidder or on the basis of the bid that is in the best interests of the Council to accept.
- e. For projects that are unbudgeted and/or over \$50,000, contracts must be approved and accepted by the Council Board of Directors.
- f. The Council may reject any and all bids when it is deemed in the best interest of the Council.
- g. The Council may modify or waive any technicalities in the specifications or a bid that may have arisen.

2. Bidders in Default

- a. The Council may not accept the bid of a contractor that is in default on the payment of assessments or other money due the Council at the time the bids are opened.

3. Emergency Purchases

- a. In case of an emergency that requires immediate purchase of supplies, materials or services, the CEO shall be empowered to secure by open market procedures at the lowest obtainable price, any supplies, materials or services not exceeding \$30,000. A finding of such an emergency shall be prepared by the

CEO and presented to the Board at the time of such emergency but no later than the first regular Council Board meeting thereafter.

4. Cooperative Purchasing

a. The Council shall have the authority to join with other agencies and/or the Country Club, Parkside, or Village Homeowners Associations in cooperative purchasing plans when the best interests of the Council would be served thereby.

5. State and Federal Laws

a. The Council bid process will comply with any applicable state and federal laws.

6. Professional Services Procurement Policy

a. The applicable components of the bid policy will apply to professional services procurement.

b. When appropriate, qualifications based selection may be used in lieu of a traditional bid.

c. The CEO is authorized to initiate contract negotiations with the preferred firm relative to actual scope, services, fee, payment schedule, and other variables as appropriate. If an agreement cannot be satisfactorily negotiated with the top-ranked firm, negotiations are terminated and begun with the second-ranked firm, and so on down the line until agreement is reached and a firm is chosen for recommendation to the Board.

d. When appropriate, particularly in open-ended contracts such as legal services for a lawsuit, professional service contracts shall include a "do not exceed" provision that establishes a pre-established expenditure amount. Any expenditure beyond that amount requires approval of a majority of the Council Board.

Section 3 - Social Media and Media Relations

2.3.1 Media Relations Policy

Purpose: The purpose of this policy is to define roles within the Council for working with the media. It is not the intention of this policy to curb freedom of speech or to enforce strict rules and regulations. Rather, the intention is to establish a framework for achieving an effective working relationship with the media.

The Council is accountable to the local community for its actions and this can only be achieved through effective two-way communications. The media – print, radio, TV, Internet – are crucially important in conveying information to the community so the Council must maintain positive, constructive media relations and work with them to increase public awareness of the services provided by the Council and to explain the reasons for particular policies and priorities.

The key goals of the media policy are to work with the media to:

1. Build a relationship of trust and mutual understanding that will benefit all parties;

2. Explain the Council's policies and services to the community;
3. Communicate important public information messages;
4. Enhance the reputation of the Council using the Council's mission and vision as the cornerstone; and
5. Serve as a vehicle for collecting public input.

Policy: Inquiries from the news media should be given a high priority and should be responded to as quickly and efficiently as possible. All information released to the media should be accurate and every effort should be made to meet media deadlines. Because the media often works on tight deadlines, it is important to respond as soon as possible when the CEO, Communications Director and/or Public Information Officer request information or a spokesperson for the media. Specific guidelines are as follows.

1. Unless otherwise authorized, official Council spokespersons are:
 - a. President of the Board
 - b. CEO, COO, and CFO
 - c. Communications Director, Public Information Officer
 - d. Exceptions regarding spokespersons may be made at the discretion of the President and/or CEO
2. Media inquiries should be directed to the CEO, Communications Director and/or Public Information Officer who will discuss the nature of the article and then contact the appropriate Council Board member to coordinate a response or an interview.
3. Proposals for feature articles or more lengthy broadcast interviews should be forwarded to the Communications Director, and/or Public Information Officer.
4. The media are encouraged to attend Council meetings. Council Board members may be available following Council meetings for comment and interview.
5. Council requests that any person or media wanting to film or tape Council meetings must provide prior notice to the President, CEO, and/or Communications Director.
6. Chairpersons and members of Council Committees should direct media inquiries that pertain to Council official business to the Communications Director and/or Public Information Officer. Statements to the media must be coordinated with and approved by the CEO, Communications Director and/or Public Information Officer.
7. Communications by any party are to be as expeditious and clear as possible; a timely response window (e.g. 48 hours, unless otherwise coordinated as appropriate) will be maintained as a reasonable standard and expectation.

8. Council is committed to communicate with clarity and transparency regarding the issues and events taking place within Anthem.
9. Council is committed to communicating proactively with clearly documented “Press Releases/Media Alerts/Calendar Alerts” regarding Council information, well before they take place with factual information. Communication staff will release information on the community Website www.OnlineAtAnthem.com and written “Press Releases/Media Alerts/Calendar Alerts” to the various media to prevent misquotes, misinformation, and misunderstandings which can cause misrepresentation of the facts or the issue at hand due to media manipulation to create controversy or undue excitement.
10. All members of the media will be treated equally and will be responded to in a professional manner.
11. Any matters pertaining to an Anthem HOA must be directed to the appropriate Board President/Community Manager.
12. In the event of a crisis or emergency situation, the Communications Director and/or Public Information Officer will handle all contacts with the media, and will coordinate the information flow through the CEO from the Council to the public. In such situations, all calls from the media should be referred to the Communications Department.
13. If Council Board members choose to partake in any communications including weblogs, the below guidelines are to be followed:
 - a. Make it clear to the readers that the views you express are yours alone and that they do not reflect the views of the Council.
 - b. Avoid disclosing any information that is confidential or proprietary to the organization or to any third party that has disclosed information to the organization.
 - c. Be respectful of the organization, its employees, its affiliates, and others.
 - d. If you have any questions about what is appropriate to include in a weblog, please contact the CEO or Communications Director.

2.3.2 Social Media Policy

Purpose and Definitions: This policy establishes guidelines for the development and use of social media sites by the Anthem Community Council, Inc. (ACC) and its departments as a means of communicating relevant information to the public. The intended purpose for the ACC and its departments in developing and using social media sites is to disseminate pertinent and accurate information regarding ACC news, events and services to the public in a timely and effective manner.

For purposes of this policy, “social media” is understood to be content created by individuals using accessible, expandable and upgradable publishing technologies through the internet. Examples include Facebook, Instagram, YouTube and Twitter. For purposes of this policy, “material” is understood to be any content that is

to be posted on a social media site. Examples include articles, pictures, videos or any other form of communication.

General Policy and Procedures:

1. Current ACC approved forms of social media include Facebook, Instagram, YouTube and Twitter.
2. All official ACC social media sites shall be in accordance with this policy and all applicable local, state and federal laws.
3. Use of social media shall support the objectives of the ACC and present the ACC in a positive and professional manner.
4. Official ACC social media sites will be developed and maintained through the ACC's Communications & Public Affairs Department.
5. All material and comments requested to be posted on an official ACC social media site will be submitted, reviewed and approved through the ACC's Communications & Public Affairs Department. This includes images, logos, icons, videos, audio files, web links and documents
6. ACC social media sites are meant to promote the activities and efforts of the ACC and its departments only. They are not to be used to promote other individuals, businesses or organizations, unless approved by the Communications Director.
7. Official ACC social media sites will utilize the branding and image standards approved by the ACC, such as colors, logos, image elements, etc.
8. Official ACC social media sites will clearly state that they are maintained by the ACC and that they follow the ACC's Social Media Policy.
9. All ACC social media sites will respect copyright and fair use laws. Material will not be posted unless the ACC has the right to use the material. The ACC must either own the copyright to or have a valid license (written permission) to use the content.
10. All ACC social media sites will link back to OnlineAtAnthem.com.
11. The ACC website OnlineAtAnthem.com will remain the ACC's primary and predominant Internet presence.
12. Employees representing the ACC via official ACC social media sites must conduct themselves at all times as a representative of the ACC and in accordance with all ACC policies.
13. ACC facilities and amenities shall not have an individual social media presence (i.e. separate Facebook page, Twitter account, etc.), but will be included in the Anthem Community Council accounts.
14. This Social Media Policy may be revised at any time.

Comment Guidelines:

1. The ACC's Communications department & Public Affairs department will monitor comments on all official ACC social media sites to ensure adherence to both the ACC's Social Media Policy and the interest and goals of the ACC.

2. Comments containing any of the following inappropriate forms of content shall not be permitted on ACC social media sites and are subject to removal and/or restriction.

a. Comments not related to the original topic, including random or unintelligible comments.

b. Profane, obscene, violent, or pornographic content and/or language.

c. Content that promotes, fosters or perpetuates discrimination on the basis of race, creed, color, age, religion, gender or national origin.

d. Defamatory or personal attacks.

e. Threats to any person or organization.

f. Comments in support of, or in opposition to, any political campaigns or ballot measures.

g. Solicitation of commerce, including but not limited to advertising of any business or product for sale.

h. Conduct in violation of any federal, state or local law.

i. Encouragement of illegal activity.

j. Information that may tend to compromise the safety or security of the public or public systems.

k. Content that violates a legal ownership interest, such as a copyright, of any party.

3. A comment posted by a member of the public on any ACC social media site is the opinion of the commentator or poster only, and publication of a comment does not imply endorsement of, or agreement by, the Council, nor do such comments necessarily reflect the opinions or policies of the ACC.

4. The ACC reserves the right to deny access to ACC social media sites for any individual who violates the ACC Social Media Policy at any time and without prior notice.

5. Facebook Specific Guidelines

a. All ACC users of Facebook must follow Facebook Terms of Service in its entirety located at <http://www.facebook.com/terms.php?ref=pf>, including their terms on safety.

6. YouTube Specific Guidelines

a. All ACC users of YouTube must follow YouTube Terms of Service in its entirety located at <http://www.youtube.com/t/terms>.

7. Twitter Specific Guidelines

a. All ACC users of Twitter must follow Twitter Terms of Service in its entirety located at <http://twitter.com/tos>.

8. Instagram Specific Guidelines

a. All ACC users of Instagram must follow Instagram Terms of Service in its entirety located at <https://instagram.com/about/legal/terms/>.

Section 4 - Investment Policies

2.4.1 Investment Policy

Purpose: This policy is to be used for purposes which the Council Board deems beneficial to the general good and welfare of Anthem. This investment policy statement describes the investment objectives of the ACC, establishes investment principles and creates guidelines for evaluating investment decisions. This document also establishes guidelines for communication between the ACC Board, the Finance Committee, ACC Finance Staff, financial advisors and managers assigned to manage assets of the ACC.

1. Statement of Responsibility:

The ACC Board of Directors serve as the fiduciaries on all of the assets listed in this investment policy statement. The ACC Finance Staff, with appropriate assistance from the ACC Finance Committee, serves as the money manager on all of the assets listed in this investment policy statement. All ACC Finance Staff and ACC Finance Committee considerations and decisions are for the sole benefit of ACC and are in accordance with the “Prudent Investor” rule as follows:

Investments are to be made consistent with the safeguards and diversity to which a prudent investor would adhere, i.e., exercising judgment and care, under the circumstances prevailing, that a prudent person acting in a like capacity and familiar with such matters would use in the conduct of an enterprise of a like character and with like aim, not in regard to speculation, but to the permanent disposition of their funds, considering both income and preservation of capital.

The ACC Finance Committee will consist solely of members in good standing from the Anthem Community Associations. Their responsibilities include assisting the ACC Finance Staff for the following:

1. Selecting investment managers;
2. Establishing guidelines for investment managers;
3. Monitoring the performance of investment managers; and
4. Reporting, at least annually, to the Board of Directors.

Members of the ACC Finance Committee are expected to change periodically. The ACC Board will provide an accurate listing of the Finance Committee members upon request.

2. Investment Goals and Objectives: Preservation of capital and current income are the primary objectives. The asset value of the fund, exclusive of contributions or withdrawals, should grow in the long run and earn, through approved investments, a rate of return at least consistent with the appropriate market index.

To develop, implement and monitor prudent investment management of capital market assets in order to secure, over time, inflation and risk adjusted, acceptable total rates of return for the individual asset classes authorized for investment. The target asset allocation will be a blend of fixed income and cash investments as defined by the Investment Guidelines.

3. Communication: Communication is an integral part of the management process. This section addresses the need for regular and continued communication between the Board of Directors of the ACC, the ACC Finance Staff and the ACC Finance Committee and any investment managers or advisors. It establishes the reporting requirements and the frequency of review meetings.

Advisors Communication with ACC:

- Statements – Monthly Statements showing transactions, cost and market values
- Online Client Viewing - wherein a limited audience is designated to view through specific password access
- Annual meeting
- Review past investment performance, evaluate the current investment outlook, and discuss investment strategy
- Provide information regarding adherence to the investment policy

Communication between the ACC Finance Staff, the Finance Committee and Outside Financial Advisors:

- On a timely basis, ACC Finance Committee should provide information regarding material changes in the ACC financial situation that may have an effect on investment policy
- The Anthem Community Council Board of Directors shall designate the individual(s) who are authorized to communicate with, and/or transact business with the Investment Advisor(s). Investment decisions should be reviewed and approved by at least the Anthem Community Council Executive Officer, or in their absence, the Community Financial Officer, or in their absence, the Treasurer of the Board. Full copies of monthly and/or quarterly investment portfolio composition shall be made available to the Community Executive Officer; the Treasurer of the Board; and the Finance Committee.
- Review and discuss any modifications and changes to the investment objectives, goals, and guidelines
- Any other matters which may bear upon the investment of the assets

3. Due Diligence with Investment Advisors: Prudent due diligence should be performed on any investment advisor who is considered as a business partner to the Anthem Community Council. This should include, at a minimum (a) a careful reading of all customer agreement documents relative to the rights, restrictions of use

and security of the funds which will be invested by the Anthem Community Council with the Investment Advisor's organization; (b) a statement from the investment advisor's organization, signed by an authorized party which specifically states that the investment organization cannot, under any circumstances, borrow or deploy customer funds, or pledge customer funds, and that customer funds are kept segregated from the investment organizations' funds; and (c) appropriate verification of the credentials of the investment advisor(s) who will be managing the funds of the Anthem Community Council.

4. Investment Guidelines:

a. Cash and Cash Equivalents: Acceptable investments are U.S. Treasury Bills, money market funds and FDIC covered certificates of deposit. The certificates of deposit are not to exceed 100% of the current FDIC insured amount per issuer and/ or the guaranteed amount. These investments are to provide income, liquidity for expense payments, and preservation of the portfolio's principal value.

b. Fixed Income: Acceptable investments are U.S. Government, U.S. Government Agency fixed income securities, or other investment high grade securities. These investments are to preserve the portfolio's principal value and provide income.

c. Other Highly Liquid Investments with Minimal Risk to Principal: Acceptable investments are high grade municipal fixed income securities, high grade corporate fixed income securities, high grade government agency securities, select mutual funds comprised predominantly of high grade securities, and investment vehicles similar in composition and objective to those named herein. Such investments must have minimal components of non-US entities, agencies or funds, and foreign exchange risk. Investment vehicles should have minimal equities within their composition. These investments are not to exceed 60% (Sixty Percent) of the overall value of any ACC Fund investment portfolio. These investments are to preserve the portfolio's principal value and provide income. For Other Highly Liquid Investments, "minimal components" is defined as comprising less than 10% (Ten Percent) of the investment. "Minimal foreign exchange risk" is defined as having no more than a nominal impact.

5. Performance Review and Evaluation: To ensure continued compliance with the objectives of this investment policy statement, periodic reviews of the plan's investment options will be conducted on at least a quarterly basis. The results of the review and the evaluative material used in the review process will become part of the records maintained by the plan fiduciaries conducting the review. The documents will include reasons for investment selection and advisor reviews.

- a. Performance results for investment manager(s) will be measured on a quarterly, semiannual, and annual basis.
- b. Total portfolio performance will be measured against a benchmark composed of commonly accepted indices weighted to match the long-term asset allocation policy of the investment plan.
- c. Investment performance of each asset class will be measured against commonly accepted benchmarks both in terms of risk and return to match the long-term asset allocation policy of the investment plan.
- d. Appropriate & Acceptable Benchmarks:

Benchmarks		
Asset Class	Primary	Secondary
Cash and Short Term Bonds	Treasury Bill	bankrate.com AZ rates
Fixed Income	Treasure Note or Treasury Bond with matching maturity	bankrate.com AZ rates
Other Highly Liquid	TBD	TBD

6. Liquidity of Funds: The Reserve, Enhancement and Operating Funds are designed to meet short and long-term obligations of the Anthem Community Council. The investment portfolio shall remain sufficiently liquid to meet all funding requirements that may be reasonably anticipated. To ensure that adequate funds are available to pay the ACC projected financial obligations; investments shall be made that reasonably match the anticipated cash disbursements of the ACC, as planned for in the Reserve Study or through Operations or scheduled plans for the Enhancement Fund projects.

At times, unexpected expenses may result in early liquidation of an investment. If the liquidation will incur a loss or result in a surrender fee the investment with the shortest term and/or loss should be selected.

7. Glossary:

Basis Point 100 Basis Points = 1%

CPI/Consumer Price Index Consumer prices of a fixed basket of goods bought by a typical consumer.

Fiduciary indicates the relationship of trust and confidence where one person (the fiduciary) holds or controls property for the benefit of another person. For example, the relationship between a trustee and the beneficiaries of the trust. Any person who (1) exercises any discretionary authority or control over the management of a plan or the management or disposition of its assets, (2) renders investment advice for a fee or other compensation with respect to the funds or property of a plan, or has the authority to do so, or (3) has any discretionary authority or responsibility in the administration of a plan.

Geometric Return A method of calculating returns which links portfolio results on a quarterly or monthly basis. Suppose a \$100 portfolio returned +25% in the first quarter (ending value is \$125) but lost 20% in the second quarter (ending value is \$100). Over the two quarters the return was 0% - this is the geometric return. However, the Arithmetic Return calculation would simply average the two returns: $(+25\%) (.5) + (-20\%) (.5) = +2.5\%$.

High Grade Investments are investment vehicles which have a minimum rating of: Moody's Rating of A2 or above; or a Standard & Poor's Rating of A or above; or a Fitch Rating of A or above.

Intermediate Bond Fixed income funds of investment grade securities that have a duration of more than 3.5 but less than 6.0 years or an average effective maturity of more than 4.5 but less than 7.0 years.

Modern Portfolio Theory (MPT) Essential to portfolio theory is the relationship between risk and return and the assumption that investors must be compensated for assuming risk. This portfolio approach shifts emphasis from analyzing the characteristics of individual investments to determining the statistical relationships among the individual securities that comprise the overall portfolio.

Risk Free Rate of Return The return on a 90-day Treasury bills. This is used as a proxy for no risk due to its US Government issuance and short-term maturity. The term is really a misnomer since nothing is free of risk. It is utilized since certain economic models require a “risk free” point of departure. See Sharpe Ratio.

Short Bond Fixed income funds of investment grade securities that have duration of more than 1.0 but less than 3.5 years or an average effective maturity of more than 1.0 but less than 4.0 years.

Systematic Risk attributable to common macroeconomic factors and sometimes referred to as market risk. It is the part of a security’s total risk that is related to movements in the market portfolio and therefore cannot be diversified away.

Unsystematic Risk A risk pertaining to one element in a large environment or system. The risk of one stock is unsystematic, while the risk of the entire market of which it is an element is systematic. See Systematic Risk.

2.4.2 Transfer of Funds Between Accounts

1. The Board delegates authority to the CEO and CFO to initiate, as and if appropriate, recurring transfers of excess cash contained with the Operating Fund to the Reserve Fund based upon a consistent review and application of an analytical model which determines potential excess cash availability above a targeted coverage ratio review and which, in the opinion of CFO, is in excess of future anticipated needs.
2. The Targeted Coverage Ratio is a multiple of required cash to be retained in the Operating Fund to cover normal and anticipated expenditures of the Council. This is initially set at 2x monthly cash outflows. Normal and anticipated expenditures are calculated as a rolling weighted average of the expenditures made by the Council over the preceding six (6) months.
3. The CFO, in consultation with the Fiscal and Resource Management (FaRM) Committee will employ a business model which is based upon a monthly review of current and future Balance Sheet and Cash Flow projections and which analyzes available cash against the Target Coverage Ratio. Cash determined to be in excess of the Targeted Coverage Ratio will then be considered available to be transferred to the Council Reserve Fund. The CFO will notify the CEO and the Board of ongoing transfers made and Reserve Funding levels.

Part 3: Anthem Community Council Board of Directors

Section 1 - Board Members

3.1.1 Policies

All Board Members shall review and abide by all current policies of the Board, including, but not limited to the Conflict of Interest, Code of Conduct, Interaction with Staff Members, etc. as approved and outlined below.

3.1.2 Code of Conduct

1. Board Directors shall act in the best interest of the Council organization and the Anthem Community as a whole. Board Directors serve for the benefit of the entire community, and shall, at all times, strive to do what is best for the Council as an organization and the Anthem Community as a whole. As such, Board Directors shall not use their positions for private gain, for example:

a. No Board Director shall solicit or accept, directly or indirectly, any gift, gratuity, favor, entertainment, loan, or any other thing of monetary value from a person who is seeking a contractual or other business or financial relationship with the Council.

b. No Board Director shall accept a gift or favor made with the intent of influencing a decision or action on any official matter.

c. No Board Director shall seek preferential treatment by the Board, any of its Committees, or any contractors or suppliers.

d. Board Directors may be reimbursed for limited business expenses (i.e., mileage for Council-related business, etc.) upon submittal of proper receipts and approval by the President and CEO.

e. No Board Director shall knowingly misrepresent facts to advance a personal cause or influence the community to advance a personal cause.

f. No Board Director shall use his/her position to enhance his/her financial status through the use of certain contractors or suppliers.

g. The above list of examples is offered for illustration purposes only, and is not intended to be inclusive.

2. Board Directors shall comply with the governing documents, approved conflict of interest policy and relevant law.

3. Board Directors shall use their best efforts at all times to make reasonable decisions that are consistent with the Declarations, Bylaws, and other governing documents of the Council, and to be familiar with all such documents.

4. Board Directors shall at all times act in accordance with all applicable laws, including, but not limited to, refraining from discriminating against any person on the basis of race, color, religion, national origin, gender, family status, sexual orientation, or mental or physical disability.

5. Board Directors shall hold themselves to the highest standards, and shall in all ways comply with the provisions of the Council's governing documents.

6. Board Directors shall work within the Council's framework and refrain from unilateral actions.

7. Board Directors shall at all times work within the Council's policy framework and abide the system of management established by the Council's governing documents and the Board.
8. The Board shall conduct business in accordance with state law and the Council's governing documents, and shall act upon decisions duly made, and no Board Director shall act unilaterally or contrary to such decisions.
9. Toward that end, no Board Director shall seek to have a contract implemented that has not been duly approved by the Board, nor promise anything not approved by the Board to any contractor, supplier, or otherwise.
10. Board Directors shall behave professionally at meetings. Board Directors shall conduct themselves at all meetings, including Board meetings, annual meetings of the members, and committee meetings, in a professional and businesslike manner. Personal attacks against other Board Directors, members, residents, officers, employees, vendors or guests are not consistent with the best interests of the community and will not be tolerated. Language at meetings shall be kept professional. Though differences of opinion are inevitable, they must be expressed in a professional and businesslike manner.
11. Board Directors are required to attend regular monthly meetings. Absence from three or more consecutive meetings is cause for majority Board action to discipline said Director.
12. Directors shall not disclose or use confidential information without appropriate authorization by a majority of the Board. Board Directors shall maintain this commitment to confidentiality while serving on the Board and upon retirement from service to the Council. All matters and discussions, including votes, held in Closed Session must remain confidential unless release is approved by a majority of the Board then in office. Individuals may choose to reveal their personal Closed Session votes if desired without prior approval.
13. Board Directors may become privy to confidential information provided by the CEO and/or other executive staff in the course of their responsibilities as Directors outside of closed or open meetings. Board Directors shall not disclose or distribute information noted by staff as confidential, no matter the format of the information provided (e-mail, verbal, etc.).
14. Board Directors shall refrain from harassing Council Directors, Council staff, and residents. Board Directors shall not in any way harass, threaten, or otherwise attempt to intimidate any other Board Director, Director, resident, officer, employee, vendor, or guest.
 - a. The Council Board strives to create a positive, productive environment at meetings and in other Council scenarios. Harassment of any sort -verbal or physical – including intentional and unwarranted actions that would constitute sexual harassment by any Director is prohibited and subject to disciplinary action as determined by the Board.
 - b. The Board shall deem any Board Director who harasses, threatens, or otherwise attempts to intimidate other Directors or residents to be acting outside the scope of his authority as a Director.

15. Board Directors must consider ethical principles before accepting personal gifts of entertainment and sports/athletic activities. No acceptance of such gifts is permitted if it compromises (or can be reasonably seen to compromise) a Director's decision or vote on a related matter with the providing entity.

a. Gifts received in the course of serving as a Director must be disclosed on the Council's annual disclosure statement if valued at more than \$50.

b. Under no circumstances shall a Director accept a gift or favor that is a bribe, or reflects, to a reasonable person, an effort to improperly influence the Director contrary to that Director's responsibility to the community to act impartially and on the merits of a matter.

c. This section does not apply to gifts intended for the Council rather than as a personal gift to a Director. These items are Council property. Directors who receive a gift on behalf of the Council shall promptly turn the gift over to the Council CEO for public display and/or other appropriate use.

16. Directors shall not use their positions on the Council Board to advance their private interests.

a. They shall not engage in political campaigning at Board meetings or other Council meetings unless specifically for the purpose of a Candidates Night as sponsored by the homeowners associations.

b. Directors shall not use Council resources for political campaigning. Directors (or candidates for the director position) shall not solicit Council employees to support their specific cause or candidacy for office.

c. Council employees cannot endorse or contribute money to a candidate for the Council Board.

17. Directors shall not use Council equipment or facilities for private purposes, except in the manner as available to the general membership.

18. No Board Director shall interfere with the duties of management staff or any contractor executing a contract in progress.

a. All communication with contractors must go through the CEO or his or her assigns, or must otherwise be in accordance with Board policy.

b. The structure of the Council provides for a Board of Directors that hires and manages a CEO, who in turn is responsible for oversight of Council employees in carrying out the direction of the Board and the programs and policies of the organization. In respect for this arrangement, Directors may ask staff members about the status of a matter and may ask for information, but Directors shall not expressly or implicitly give orders or direction to staff, except through their participation at Board meetings.

c. Board Directors shall not try privately to influence the decisions or recommendations of staff, but they may share information with staff. Directors shall not intervene directly with staff on behalf of a particular constituent or organization on a pending matter, but shall participate with other directors in discussing and deciding policy matters for staff to implement. Referring constituents to the proper staff person is acceptable.

19. Board Directors shall not engage in defamation, by any means, of any other Board Directors, members, Council staff, residents, officers, employees, vendors, or guests. The Council shall deem any Board Director who engages in defamation to be acting outside the scope of his authority as a Director.

20. Board Directors shall immediately disclose to the Board any perceived or potential conflict of interest regarding any aspect of the business operations of the Council in accordance with the Board's approved Conflict of Interest Policy.

21. Violation of Code of Conduct. If the Board (Director or Directors) has reasonable cause to believe a Director has violated a tenet of this policy, it shall inform that Director at a Council open meeting of the basis for such belief and afford that Director an opportunity to explain the alleged failure to comply. After hearing the Director's response, the Board can take the following actions as it deems appropriate:

a. The Board can take immediate action as defined in Section M below; or

b. The Board can form a Hearing Board, which shall be comprised of designated Board Directors and, if the Board so chooses, the Council attorney.

c. Any Board Director who violates this Code of Conduct agrees that the Board may pursue all legal remedies against him/her, following a hearing before the Hearing Board. Such Board Director may be required to pay the attorney's fees incurred by the Board in any enforcement effort. The Hearing Board shall conduct its investigation and make recommendations for response via a report of its findings to the full Board of Directors at an open meeting within 30 days of the Hearing Board's formation.

d. Sanctions. After pursuing one of the options, above, including conducting further investigation as warranted by the circumstances, if the Board determines the Director has failed to comply with this Code of Conduct, it shall take appropriate action, in open session, which may include the following:

i. The Board may wish to make a formal statement acknowledging the violation and resulting actions.

ii. Acknowledgement of the violation will be included on the Council web site for a 30 day time frame.

iii. The Board may issue a letter of warning to the Interested Director.

iv. Other action as deemed appropriate by the Board, including public censure, suspension from the Board, legal action, or removal from the Board.

22. Applicability. All Board Directors are subject to and required to abide by the provisions outlined in this resolution. Within ten days upon election to office, each Director shall sign and provide to the Council's CEO a statement which affirms that said Director a) has received a copy of this Code of Conduct policy, b) has read and understands the policy, and c) has agreed to comply with the policy.

Section 2 - Conflicts of Interest

3.2.1 Conflict of Interest Policy

Introduction: The Board of Directors abides by its Conflict of Interest Policy which requires a commitment to personal integrity, ethics, honesty and diligence in performing their duties for the Council in a manner that prevents placing themselves and/or others in situations where their personal interests actually or potentially conflict with the interest of the Council. The Directors recognize that they hold office for the benefit of the Anthem community and its members, and hereby commit to adhering to this policy as well as all other policies, resolutions, and documents that govern the organization.

Purpose: The purpose of the Conflict of Interest Policy is to protect the interests of the Anthem Community, the Board and Council's employees. In sum, the Board will operate with independence and fairness to all members without favoring individuals, businesses or personal interests in transactions. This policy is adopted pursuant to A.R.S. §10-3864 regarding transactions between the corporation and Interested Persons, including the sale, lease or exchange of property to or from Interested Persons and the Council, the lending or borrowing of monies to or from Interested Persons by Council, or the payment of compensation by Council for Services provided by Interested Persons.

1. Definitions:

In this policy, the following terms are defined as follows:

a. "Conflicting Interest" means the interest a Director of the Council has respecting a transaction effected or proposed to be effected by Council if either:

i. Whether or not the transaction is brought before the Board for action, the Director knows at the Time of Commitment that the Director or a Related Person either is a party to the transaction, and/or has a beneficial financial interest in or is so closely linked to the transaction and of such financial significance to the Director or a Related Person that the interest would reasonably be expected to exert an influence on the Director's judgment if he were called on to vote on the transaction, or

ii. The transaction is brought, or is of such character and significance to Council that it would in the normal course be brought before the Board for action, and the Director knows at the Time of Commitment that any of the following persons is either a party to the transaction or has a beneficial financial interest in or is so closely linked to the transaction and of such financial significance to the person that the interest would reasonably be expected to exert an influence on the Director's judgment if the Director were called on to vote on the transaction:

(i) An entity, other than Council, of which the Director is a director, general partner, agent, employee, majority shareholder, or has a family relationship with the owners/managers of the entity.

(ii) A person that controls one or more of the entities specified in item (i) of this subdivision or an entity that is controlled by or is under common control with one or more of the entities specified in item (i) of this subdivision.

(iii) An individual who is a general partner, principal or employer of the Director.

b. "Director's Conflicting Interest Transaction" means a transaction effected or proposed to be effected by Council with which a Director of Council has a Conflicting Interest.

c. "Financial Interest" means that a person has directly or indirectly through business, investment, or family, an ownership or investment interest in any entity with which the Council has a transaction or arrangement; a compensation arrangement with Council or with any entity or individual with which Council has a transaction or arrangement; or a potential ownership or investment interest in, or compensation arrangement with, any entity or individual with which Council is negotiating a transaction or arrangement. A financial interest is not necessarily a conflict of interest.

d. "Interested Person" means an officer or director of a corporation or any other corporation, firm, Council or entity in which an officer or director of a corporation is a member, officer or director or has a financial interest.

e. "Qualified Director" means, with respect to a Director's Conflicting Interest Transaction, any Director who has neither a Conflicting Interest in regards to the transaction, nor a familial, financial, professional or employment relationship with a second Director who has a conflicting interest in regards to the transaction, which relationship would, in the circumstances, reasonably be expected to exert an influence on the first Director's judgment when voting on the transaction.

f. "Related Person" of a Director means a parent, grandparent, spouse, child or sibling of a Director or a parent or spouse of any of those persons; and/or a trust, estate, incompetent, conservatee or minor of which the Director is a fiduciary.

g. "Required Disclosure" means disclosure by the Director who has a Conflicting Interest. The disclosure should describe the existence and nature of the Conflicting Interest as well as all facts known to the Director regarding the transaction that an ordinarily prudent person would reasonably believe to be material to a judgment about whether or not to proceed with the transaction.

h. "Time of Commitment" respecting a transaction means the time when the transaction is consummated or, if made pursuant to contract, the time when Council becomes contractually obligated so that its unilateral withdrawal from the transaction would entail significant loss, liability or other damage.

2. A transaction that is effected or proposed to be effected by Council that is not a Director's Conflicting Interest Transaction shall not be a violation of this policy.

3. A Director's Conflicting Interest Transaction shall not be a violation of this policy if the proposed Director's Conflicting Interest Transaction received the affirmative vote of a majority of, but at least two, Qualified

Directors on the board of directors who voted on the transaction after the Required Disclosure to them but always before the Time of Commitment, to the extent the information was not known by the Qualified Directors. A Majority, but at least two, of all of the Qualified Directors on the Board is a quorum for purposes of action that complies with this section. Directors' action that otherwise complies with this section is not affected by the presence or vote of a Director who is not a Qualified Director.

4. Directors shall not engage in activities, discussion, or votes that are conflicts of interest as defined in this policy. In any contract, decision or other action for compensation taken by or on behalf of the Board would benefit any member of the Board or any person who is a parent, grandparent, spouse, child or sibling of a member of the Board or a parent or spouse of any of those persons, that member of the Board shall declare a conflict of interest for that issue. The member shall declare the conflict in an open meeting of the board before the board discusses or takes action on that issue and that member may then vote on that issue. Any contract entered into in violation of this section is void and unenforceable.

5. Recusal of Self. Any director may recuse him or herself at any time from involvement in any decision or discussion in which the director believes he or she has or may have a conflict of interest, without going through the process outlined in 8.b, below, for determining whether a conflict of interest exists.

6. Procedures for Addressing the Conflict of Interest.

a. Duty to Disclose. In connection with any actual or possible conflict of interest, an Interested Person must disclose the existence of the conflict and be given the opportunity to disclose all material facts to the Board.

b. Determination of Conflict of Interest. After disclosure of financial and other information, and after any discussion with the interested person, he/she shall leave the Board meeting (whether open or closed session) while the determination of a conflict of interest is discussed and voted upon. The remaining Board members shall decide if a conflict of interest exists, or if further investigation is needed.

c. If the Board determines that further investigation is required, the Board President/Chair shall, as approved by a majority of the Board, appoint a disinterested person or committee to investigate alternatives to the proposed transaction or arrangement. If the President/Chair is the interested party, then the Vice-President/Chair shall serve in this capacity.

d. After exercising due diligence, the Board shall determine whether the Council can obtain with reasonable efforts a more advantageous transaction or arrangement from a person or entity that would not give rise to a conflict of interest.

e. If a more advantageous transaction or arrangement is not reasonably possible under circumstances not producing a conflict of interest, the Board shall determine by a majority vote of the disinterested directors whether the transaction or arrangement is in Council's best interest, for its own benefit, and whether it is fair and reasonable. In conformity with the above determination, it shall make its decision as to whether to enter into the transaction or arrangement.

f. Determination by the Council that a director has a Conflicting Interest shall be final and not subject to review or appeal.

7. The minutes of the Board and all committees with Board delegated powers as described in this policy shall include the names of the persons who disclosed or otherwise were found to have a conflict of interest and/or a financial interest in connection with an actual or possible conflict of interest, the nature of the interest, any action taken to determine whether a conflict of interest was present, and the Board's decision as to whether a conflict in fact existed. The minutes shall also include the names of the persons present for discussions and votes relating to the transaction or arrangement, the content of the discussion, including any alternatives to the proposed transaction or arrangement, and a record of any votes taken in connection with the proceedings.

8. Enforcement of this Policy

a. If a director has a Conflicting Interest regarding a transaction, disclosure is sufficient for purposes of Section above if the director both:

- i. Discloses to the directors voting on the transaction the existence and nature of the Conflicting Interest and informs them of the character and limitations imposed by that duty before the Qualified Directors vote on the transaction; and
- ii. Plays no part, directly or indirectly, in their deliberations or vote.

b. Directors also have a responsibility to report if another director is violating this conflict of interest policy as described herein. The violation should be reported to the Board President/Chair for action; if the President is the subject in question, the Vice-President/Chair should be consulted.

9. Violation of Code of Conduct. If the Board (Director or Directors) has reasonable cause to believe a Director has violated a tenet of this policy, it shall inform that Director at a Council open meeting of the basis for such belief and afford that Director an opportunity to explain the alleged failure to comply. After hearing the Director's response, the Board can take the following actions as it deems appropriate:

a. The Board can take immediate action as defined in Section 12, below; or

b. The Board can form a Hearing Board, which shall be comprised of designated Board Directors and, if the Board so chooses, the Council attorney. Any Board Director who violates this Code of Conduct agrees that the Board may pursue all legal remedies against him/her, following a hearing before the Hearing Board. Such Board Director may be required pay the attorney's fees incurred by the Board in any enforcement effort. The Hearing Board shall conduct its investigation and make recommendations for response via a report of its findings at an open meeting to the full Board of Directors within 30 days of the Hearing Board's formation.

10. Sanctions. After pursuing one of the options, above, including conducting further investigation as warranted by the circumstances, if the Board determines the Director has failed to comply with this Conflict of Interest policy, it shall take appropriate action, in open session, which may include the following:

- a. Any formal action taken by the Board which includes the vote of the Director with the conflict on a matter related to the conflict shall be nullified and reconsidered by the Board for formal action without participation by the conflicted Director.
- b. The Board may wish to make a formal statement acknowledging the violation and resulting actions.
- c. Acknowledgement of the violation will be included on the Council web site for a 30 day time frame.
- d. The Board may issue a letter of warning to the Director found in violation. e. Other action as deemed appropriate by the Board, including public censure, suspension from the Board, legal action, or removal from the Board.

11. **Applicability.** All Directors of the Council Board are subject to and required to abide by the provisions outlined in this resolution. Within ten days upon election to office, each Director shall sign and provide to the Council's Community Executive Officer a statement which affirms that said Director a) has received a copy of this Conflict of Interest policy, b) has read and understands the policy, and c) has agreed to comply with the policy.

12. **Annual Disclosure Form.** Each Director shall annually sign a statement which declares whether such person is an independent director and discloses any perceived or actual conflicts of interest. If at any time of the year the information provided changes, the director shall update the disclosure form. Such disclosure forms shall be maintained by the CEO and are subject to public disclosure.

3.2.2 Council Employees Prohibited from Serving on the Council Board or Committees

Due to the inherent conflict of interest presented, all paid Council employees are prohibited from serving on the Council Board of Directors or any committee established by the Council Board of Directors. This policy shall not prevent unpaid Council volunteers from serving on the Council Board of Directors or seeking employment from Council.

Section 3 – Staff Interaction

3.3.1 Staff Interaction Policy

Board Members shall refrain from interfering with management staff and contractors. No Board Member shall interfere with the duties of management staff or any contractor executing a contract in progress. All communication with staff and contractors must go through the CEO and his or her assigns.

1. Protocol for Board Member meeting with staff:

- a. Contact the CEO and/or Department Head for an appointment.
- b. State the purpose of the meeting so the staff member can adequately prepare for the meeting.
- c. Ask the staff member for a specific block of time to discuss the issue.
- d. Be respectful of time constraints of the staff.

e. Refrain from gossip or sharing of rumors.

f. Maintain confidentiality of Board issues. Many staff members may not be aware of issues the Board is addressing.

2. Board Members shall refrain from defaming staff members, fellow board members, or members of the Council. Board Members shall not engage in defamation, by any means, of any other Board Member, member, resident, employee, or vendor. The Council shall deem any Board Member who engages in defamation to be acting outside the Code of Conduct of the Council.

3. Board Members shall work within the Council's framework and refrain from unilateral actions. Board Members shall at all times work within the Council's framework and abide the system of management established by the Council's governing documents and the Board. The Board shall conduct business in accordance with state law and the Council's governing documents, and shall act upon decisions duly made, and no Board Member shall act unilaterally or contrary to such decisions. Toward that end, no Board Member shall seek to have a contract or any agreement, verbal or written implemented that has not been duly approved by the Board, nor promise anything not approved by the Board to any contractor, supplier, or otherwise.

4. Board Members shall set high standards for themselves. Board Members shall hold themselves to the highest standards, and shall in all ways comply with the provisions of the Council's governing documents, and refrain from casual and informal interaction with staff members.

Section 4 – Meetings and Meeting Conduct

3.4.1 Council Board Meeting Agenda Formation

1. The Board authorizes the CEO to set the agenda for Board meetings, whether executive, special, or regular meetings.

2. To add an agenda item not already included by the CEO requires notification to the CEO in writing by two Board members, with copies to the full Board. Such items must be provided to the CEO five days in advance of the meeting. If provided after the agenda has been published, the CEO will publish an amended agenda in accordance with posting requirements in the bylaws.

3. The CEO shall provide a copy of the agenda to the presiding Council President prior to publication for review and discussion.

4. By majority vote, the Board shall adopt the agenda at the start of each meeting; at such time, items can be removed from or added to the agenda if supported by a majority of the Board. Once the agenda has been adopted, changes can only be made if approved by a 2/3 majority of the Directors present.

3.4.2 Residents' Code of Conduct for Council Meetings

1. Residents must maintain decorum, sit quietly, and refrain from speaking until recognized by the meeting chair.
2. Residents must not interrupt anyone who validly has the floor, or otherwise disrupt the meeting.
3. When speaking, Residents must abide by time limits set by the meeting chair for comment.
4. Residents must refrain from engaging in personal oral attacks on Board Members, other residents, employees or vendors.
5. Residents must refrain from using other residents' names when speaking and must address all remarks to the meeting chair.
6. Residents may not speak for a second time until everyone who wants to speak has been given a chance to speak once.
7. Residents may not speak more than twice on any one issue, subject to the discretion of the meeting chair.
8. Residents must obey all orders made by the meeting chair, including an order to step down.
9. Residents must at all times behave with common courtesy and civility, and refrain from the use of abusive, rude, threatening, or crude language.

3.4.3 Resident Comment During Board Meetings

1. Resident Comment Period. During the time set aside for resident comments at regular meetings of the Board any member in good standing who wishes to speak, or submit a question in writing will have the opportunity to be heard, time permitting.
2. Length of Comment Period. This Comment Period shall not exceed 30 minutes in its entirety, unless the majority of the Board, in its sole discretion, determines that a longer time is warranted.
3. Individual Time Limits. The President or acting chair of the meeting may place reasonable limitations upon the time given to each member seeking to comment, to allow sufficient time for as many Residents as possible to comment.
4. Special Meetings. If the Board determines that more Residents wish to speak on a particular issue than time will allow, the Board shall have the option but not the obligation to call a special meeting of the Board for the purpose of allowing all Residents to speak on that particular issue. Should the Board choose to call such a special meeting, it shall hold such meeting within a reasonable time of the then current meeting.
5. Curtailment of Resident Comment. Should the President or acting chair determine that any Resident has spoken for a sufficient amount of time, the President or acting chair shall have the authority to instruct that Resident to yield the floor and that Resident will be obligated to comply with the President or acting chair's instruction.

6. No Obligation. Anything herein to the contrary notwithstanding, the Board is not obligated to permit all Residents wishing to speak an opportunity to do so, nor is it required to permit any Resident to speak for however long that Resident may wish. The failure to provide an adequate Comment Period or opportunity for each Resident wishing to comment to do so will not be a basis upon which any action otherwise properly taken by the Board may be voided.

3.4.4 Board of Directors Meeting Procedures

1. The President of the Board of Directors shall serve as Chair.
2. A motion will generally precede debate on a question.
3. Directors are required to obtain the floor before making motions or speaking, which they can do while seated.
4. Before discussion, a motion must be seconded.
5. Although there is no limit to the number of times a Director may speak, the chair will rotate the recognition of Directors among those wishing to speak.
6. Motions to limit debate will generally not be entertained by the Chair.
7. All proposed actions of the Board of Directors must be approved by a vote, which can be taken by a voice vote or by a show of hands as decided by the Chair.
8. The Chair can speak in discussion while seated.
9. The Chair cannot make motions, but can second motions and vote on all questions.

3.4.5 Public Recording Policy

The Anthem Community Council (ACC) Board of Directors directs the creation and maintenance of an official record of the formal proceedings of the Board and its committees. Any recordings made by the ACC are for reference in generating official meeting minutes and will be disposed of once used for that purpose; these recordings will not be available for public review but the official minutes are posted on the organization website once approved. The Board permits the unofficial recording of Board meetings by third parties in accordance with these guidelines. The Board will permit the use of audio and video recording devices only when notice of such intended use has been given to the ACC Director of Communications and Public Affairs in advance of a meeting start. The individual requesting to audio or video record shall comply with these guidelines.

Recording by the Public: Any member of the public may record those public portions of Board proceedings provided the audio or video recording process complies with reasonable guidelines as outlined in this policy. These guidelines are adopted to ensure the recording of the public meeting does not interrupt the proceedings, inhibit the conduct of the meeting, or distract Board members, committee members, or other observers present at the meeting as applicable.

Audio and video recordings by private parties are the private recordings of the individual, do not represent the official record of the ACC Board, and the ACC Board takes no responsibility for such recordings. Any individual

recording an ACC Board meeting is prohibited from distributing or publishing the recording in any way including, but not limited to, posting any recording to the internet or any social networking or video or audio sharing website.

All audio and video recording devices shall be silent in operation, inoffensive, and unobtrusive. Any video recording device must be located and operated from inconspicuous locations in the meeting room as determined by the ACC President or CEO. The ACC President or CEO may permit an individual wanting to video record the meeting using a small hand-held video recording device to sit with their video recording device in the public seating area of the meeting room provided the individual recording and/or the recording device is not distracting or obtrusive to the meeting. An individual who wants to audio record a public meeting shall sit with their audio recording device in the public seating area of the meeting room and shall not be distracting or obtrusive to the meeting. Additional lighting shall not be permitted unless approved by the presiding officer prior to the meeting. All recording devices should be battery operated, as the ACC cannot guarantee convenient availability or location of electric outlets in the meeting room. The ACC President or CEO shall determine when a video recording devices or audio recording device interferes with the conduct of a Board meeting and may order that an interfering device be removed or relocated.

Any individual who video records a public meeting in accordance with the provisions of this Policy shall provide the Board the opportunity to obtain a copy of the recording at the Board's expense, however the Board shall have no power to edit or abridge the original recording.

Part 4: Committees

Section 1 – Committee Charters

4.1.1 Policy and Charters Regarding Committees

Introduction: The Board recognizes the important role of Committees, comprised of competent, skilled and passionate residents with diverse backgrounds, who bring needed input and guidance to the Board's decision-making processes, and give valuable feedback to the Council on varying topics pertinent to the governance and benefit of the community. The following Committee Charters are hereby defined to promote openness, transparency, cooperation and structure.

1. Role of Committees: The Board shall have Standing Advisory and Policy Committees, Special Committees and Affiliate Groups. Committees help the Board work efficiently and effectively. They speak "to the Board" and not "for the Board." Unless authorized by the full Board, a Committee may not exercise authority that is reserved to the whole Board by the governing documents of the Council or by the laws of the State of Arizona governing non-profit organizations. Board Committees are not created to advise or exercise authority over staff, but rather to serve in an advisory role to the Board in concert with staff input and support. Standing Committees shall exist in perpetuity unless abolished or modified by the Board for the Council. Special Committees serve a specific and usually time-limited purpose, and may be dissolved upon conclusion of that purpose. Affiliate Groups are working groups designed to act without the formality of the Standing Committees in order to serve a singular purpose as defined by the Board. Affiliate Groups are subject to their own charter as defined below. The CEO

may also appoint community volunteers to various advisory, focus or action groups to help Council staff implement the Board's policies, give advice on project and/or programs, or other purpose to serve the Council.

2. The following are hereby established as Standing Committees of the Board:

- a. Finance Committee
- b. Business Support and Advocacy Committee

3. The following are hereby established as Affiliate Group(s) of the Board:

- a. Anthem Neighborhood Watch

4. The following are hereby established as Special Committee(s) of the Board:

- a. Utilities Panel

5. The Board also recognizes the following additional groups that exist but are not subject to this charter:

- a. Public Safety Roundtable
- b. Commercial Design Review Advisory Group

The scope of work for each Standing Committee is defined below.

4.1.2 Finance Committee

This Committee's mission is to make policy recommendations to the Board on financial issues and relevant internal and external controls that will provide financial benefit to the greater good of the Anthem community. The Finance Committee membership should contain residents who have experience and expertise in management, accounting, finance, investments and/or insurance and the Treasurer of the Anthem Community Council shall serve as the chair of the Committee. The specific scope of work for the Finance Committee includes:

1. This Committee shall study and recommend policies relating to financial principles, plans and courses of action that provide for mission accomplishment and organizational financial well-being.
2. Consistent with this responsibility, the Committee shall review the annual budget as presented by the CEO and make its recommendations to the Board.
3. In addition, the Committee shall make recommendations with regard to the level and terms of indebtedness, cash management, investment policy, risk management, financial monitoring and reports, signatory authority for expenditures and other policies that the Committee determines are advisable for effective financial and resource management.

4.1.3 Business Support and Advocacy Committee

This Committee shall study and recommend policies and programs to support local Anthem businesses in order to promote Anthem as the “hub of the north valley,” a place to “live, work, and play;” enhance property values; and promote a positive image of the community and a strong partnership with and between local businesses. It is preferred that members of this Committee have expertise in the areas of business development, real estate, business engagement, legislative advocacy or public relations. The specific scope of work includes: Support Board and Staff efforts to evaluate, define, plan for and implement strategies, programs and initiatives that are designed to support local business and create an environment conducive to new business and development in Anthem that might not naturally occur on its own. Such programs may include business roundtable discussions, business awards program, business development classes, promoting business involvement in ACC events, advocating on behalf of businesses and other initiatives and programs as designed by the ACC Board and/or staff. The Committee may partner with local business groups and other entities on programs and initiatives that foster a strong business climate and relationships in Anthem.

4.1.4 Policies Relating to all Standing Committees

1. Appointments

Committee members and Board members can make recommendations for appointments. Interested residents may apply or nominate another resident. Interested applicants should complete the volunteer interest form and submit it to the CEO. The CEO will present the applications to the Board President for any open Committee positions for consideration, along with any comments from the appropriate Committee Chair and staff as to the potential member’s qualifications and fit with the Committee. Appointments will be made per the Committee Charters.

2. Vacancies

Vacancies must be reported to the CEO by the Committee Chair. The vacancy will be filled for the remainder of the vacated term.

3. Membership

Each Standing Committee shall consist of five members, unless otherwise approved by the Board. Appointments shall be made by the Board President with advice and consent of the remainder of the Board. Members must be residents of Anthem. No more than 2/3 of the voting membership of each Committee shall represent Parkside or Country Club, unless otherwise authorized by the Board. Members must be in good standing in their respective communities. A member cannot serve on more than one Standing Committee of the Council at one time.

4. Subcommittees

Subcommittees are also subject to Committee charters and policies. Subcommittees can consist of separate members unless otherwise approved by the Board; the Committee Chair shall designate a Committee member to be a liaison to the subcommittee as appropriate.

4. Attendance at Meetings

Members are required to attend Committee meetings. Absence from three or more consecutive meetings is cause for removal of that Committee member.

5. Removal of Committee Members

Termination of services will be by term expiration, resignation, recommendation of the Committee Chair and approval by the Board, and/or decision of the Board.

6. Terms

Committee Members will be appointed for two-year staggered renewable terms. Committee Chairs will be appointed for one-year, renewable terms. All appointments shall be made annually at a regularly scheduled Board meeting, or as needed due to a vacancy or other reason as determined by the Board. Any vacancy will be filled for the remainder of the vacated term.

7. Committee Chairs

Committee Chairs are responsible for formation of agendas, appointment of recording secretary, leadership of meetings, appointing an Acting Chair in the Chair's absence, transmitting minutes and recommendations to the Board, and serving as the point of contact with the Committee's staff liaison. Committee Chairs are appointed by the Board President with advice and consent of the Board.

8. Communication

All Committee communications must be coordinated through the Committee Chair and staff liaison unless otherwise designated. The Committee must have a majority opinion on direction; no independent member work is acceptable unless agreed upon by the Committee. Committee Chairs and members are advisory to the Board, and shall not act on behalf of the Board unless otherwise authorized by the Board. Each Committee may be provided with a general Council email account to facilitate communication with the Committees. This setup will help maintain consistency if there is transition among the Chairs, and will minimize overflow of email messages to personal inboxes. All Committee communication must be conducted in open meetings unless there is an executive session discussion item. Email should only be used for general correspondence and not discussion, decision-making or polling of opinions. All communication with Council vendors and legal counsel must go through the staff liaison.

9. Board Meetings

Committee Chairs or their designees are encouraged to attend the regular monthly meetings of the Board to make reports and answer questions as necessary.

10. Agendas

Committee meeting agendas will be compiled by the Chair and staff liaison. They will be published for each meeting as soon as possible, but at least a minimum of 24 hours in advance of the meeting. A standard agenda format will be used for all agendas.

11. Committee Meetings

Standing Committees shall have regularly scheduled public meetings on a quarterly basis. Meetings might be canceled if there is no business to discuss or a quorum cannot be established. Special meetings might be held as needed. Committee meetings shall be held at an Anthem Community Council facility. Scheduling is coordinated with the ACC Executive Assistant. Public comment is not required at Committee meetings; it is encouraged but subject to the Chair's discretion. Committees can adjourn into executive session provided the reasons are consistent with the ACC by-laws and Arizona State law governing executive session.

12. Minutes

Each Committee Chair shall appoint a member as Recording Secretary to take minutes. Minutes shall be submitted to the Council's Executive Assistant within seven (7) business days of the meeting. The minutes will then be placed on a Board agenda for acknowledgment, and stored permanently in Council records. A standard format will be used for all minutes. Minutes and action items must be submitted to the Executive Assistant for the Council at least seven (7) business days after the meeting and will be included on the agenda for the next appropriate Board meeting.

13. Work Program and Action Items

Each Committee will work with the CEO and staff liaison to develop a work program for the upcoming calendar year, which will identify objectives, projects and priorities for review. This work program shall be presented to the Board annually. Committees are charged with working within their specific charter scope of work and approved work program. Action items can be submitted to a Committee for consideration by the Board, CEO or staff liaison. Committees may also bring an action item forward for the Board's consideration. Any recommendations for the Board's consideration must be submitted in writing, with proper backup documentation, to the staff liaison for inclusion in a Board packet. Recommendations must be submitted with the minutes, at a minimum seven (7) days after the Committee meeting; submittals not received in time for placement on a Board agenda will not be accommodated unless an emergency item as determined by the Board or CEO. Upon approval by the Board, the staff liaison and Committee Chair will work jointly on implementation and will provide follow up to the Board through the CEO as appropriate.

14. Staff Liaison

Each Committee will be assigned a staff liaison by the CEO. The role of this staff member is to serve as a link between the Committee and staff, Committee and Council Board, and Committee and other Committees. This person will be charged with ensuring that all agendas and minutes for the Committee are forwarded appropriately for posting and that all action items are noted on agendas. Additionally, staff will lead items requiring review by multiple parties through the process. The staff member will draft and review meeting agendas with the Chair, and will attend the Committee meetings to provide vital input to assist in discussion of the Committee. All requests to staff should be funneled through the Committee Chair. Staff will also serve as the contact points between vendors, legal counsel and other entities on behalf of the Committees as appropriate, in order to ensure proper management of resources, limit legal expenses and promote proper budgeting.

15. Budget and Spending Authority

The staff liaison is responsible for submitting budget requests on behalf of the Committee for the CEO and Board's consideration as part of the annual budget process. Any purchases and requests for reimbursement must be coordinated through the staff liaison. Only items approved in the budget will be considered. Non-budgeted items will not generally be considered unless emergency or urgent in nature; in this case, the request must be submitted by the Chair and staff liaison to the Finance Committee for review and then forwarding on to the Board for consideration.

16. Committee Orientation and Summit

A Committee Orientation will be held annually to review expectations and discuss upcoming projects. Summits will be held as necessary, and can be joint meetings of Committees and the Board (which may be referred to as Working Sessions), various Committees or other as needed.

17. Compliance with Policies

At the annual Committee Orientation, staff will review with Committee members all applicable policies, including the Conflict of Interest and Media Policies that apply to Committee members.

Section 2 – Council Affiliate Group Charters

4.2.1 Affiliate Groups

1. This charter applies to the following Affiliate Group(s) of the Council Board:

a. Anthem Neighborhood Watch

2. Definition (Scope of Work)

a. Anthem Neighborhood Watch (ANW) serves as a community-based organization of citizens working in cooperation with the Council and local public safety and law enforcement entities to reduce crime in Anthem.

4.2.2 Policies Relating to Affiliate Groups

1. Membership: Each Affiliate Group shall consist of a Chair that will be appointed by the Council Board President with advice and consent of the Board of Directors. The Chair, in coordination with the CEO (or designee), will appoint other officers as needed, which may include a Vice-Chair, Secretary/Recorder and Treasurer. The Chair and any officers must be residents of Anthem. Chair and officers must be in good standing in their respective communities. The Chair and officers can recruit and retain additional general members (with no limit on membership) as they deem appropriate. There may also be liaison members that are non-residents (for example, a representative from the City of Phoenix Police Department may be a liaison member of Anthem Neighborhood Watch).

2. Removal of Members: Termination of membership will be by term expiration, resignation or recommendation of the Group Chair and CEO (or designee).
3. Terms: Group Chairs will be appointed for two-year renewable terms. Appointments shall be made annually at a Board meeting, or as needed due to a vacancy or other reason as determined by the Board. The vacancy will be filled for the remainder of the vacated term. Terms for other officers shall be determined by the Group Chair. There shall be no term for general members.
4. Affiliate Group Chairs: Group Chairs are responsible for sending out meeting notices and agendas, facilitating efforts of officers and general members, appointment of officers and subcommittees with CEO (or designee), leadership of meetings, appointing an Acting Chair in the Chair's absence, recommendations to the Board via the staff liaison, coordinating the budget request with the staff liaison, and serving as the point of contact with the Committee's staff liaison on issues as appropriate.
5. Meetings: Affiliate groups may have public meetings on an as-needed basis. Public comment at Committee meetings is not required. Affiliate groups may have smaller planning meetings as needed. Agendas are suggested but not required.
6. Minutes/Reports: The Affiliate Group Chair shall report to the Board on a minimum of a quarterly basis, in writing, as to the activities of the Affiliate Group (past, present and future).
7. Board of Directors Meetings: Affiliate Group Chairs or their designees are encouraged to attend the regular monthly meetings of the Board to make reports and answer questions as necessary.
8. Affiliate Group Meetings: Affiliate Group meetings may be held at a Council facility. Scheduling is coordinated with the staff liaison.
9. Minutes/Reports: If the Chair wishes to provide a report as indicated in the charter, it must be submitted to the staff liaison and Council's Executive Assistant for the Council at least seven (7) business days in advance of the meeting. The Chair can verbally present the written report at a Board meeting as desired and as coordinated with the Executive Assistant.
10. Budget and Spending Authority: Affiliate Groups shall follow the budgeting and spending policies as outlined in the Standing Committee Charter. Grant efforts, including coordination, application, submittal, etc. must be coordinated with the staff liaison.
11. For Work Program and Action Items, Staff Liaison, Committee Orientation and Summit, Compliance with Policies, Vacancies and Communication: In respect to development of a work program, action items, staff liaison, attendance at Committee orientation/summits, communication, and general compliance with policies, the Affiliate Groups will adhere to and follow those policies outlined in the standing committee charters as applicable.

Section 3 – Special Committees

Special Committees are formed for a specific purpose, and may be dissolved upon completion of their mission as the Board so chooses. The current Special Committee(s) approved by the Board is/are as follows:

4.3.1 Utilities Panel

This charter applies to the Utilities Panel, an independent group of volunteer residents operating under the overall direction of the Board.

1. The objectives of the Utilities Panel are:

- a. Work closely with CEO and Council staff to proactively study, recommend and (upon approval by the Board) implement positions, policies and actions deemed necessary to ensure and/or improve the quality, availability and cost of public utilities for the residents and property owners of Anthem.
- b. To the extent practical, identify and develop staff and/or resident(s) with appropriate capabilities to assume a lead role in representing the Anthem community in public utility-related legislative matters and regulatory proceedings.
- c. Support/encourage water and energy conservation programs in the Anthem community.
- d. Facilitate improvements in utility company customer service to Anthem community.

2. The scope of the Utilities Panel activities includes the public utilities serving the Anthem community – water, wastewater, electric and natural gas.

3. The Utilities Panel will be responsible for the following activities:

- a. Establish relationships and conduct periodic meetings with:
 - i. Public utility providers serving Anthem (EPCOR USA, Arizona Public Service, Southwest Gas, City of Phoenix, etc.);
 - ii. Regulatory agencies (RUCO, Arizona Corporation Commission); and
 - iii. Elected representatives, public officials and candidates for public offices.
- b. Address key public utility issues proactively (where appropriate, jointly with public officials, legislators, other utility customers and/or utility companies):
 - i. Identify – Monitor regulatory policies, legislative matters and rate cases involving public utilities serving Anthem.
 - ii. Prioritize – Review identified regulatory policies/matters/cases and select those with significant impact on Anthem for further analysis and possible action.
 - iii. Analyze – Study the selected regulatory policies/matters/cases and develop positions, commentaries and actions that will result in favorable outcomes for the Anthem community.

iv. Recommend – Bring to the attention of CEO, Board and community those positions, commentaries and actions that should be pursued by the community and seek Board approval to proceed.

v. Implement – Upon approval by the Board, assist CEO and Board in organizing and coordinating efforts to implement recommended positions, commentaries and actions (e.g. forming the next rate case panel).

4. Membership: The Panel shall consist of a Chair, who will be appointed by the Council Board President with advice and consent of the Board. The Chair, in coordination with the CEO (or designee), will appoint other officers as needed. The Chair must be a resident homeowner of Anthem and must be in good standing in his/her respective community. The Chair and CEO can recruit and retain additional general members (with no limit on membership) as they deem appropriate. There may be members that are non-residents.

5. Removal of Members: Termination of membership will be by resignation or recommendation of the Panel Chair and CEO (or designee).

6. Terms for Chair and Members: Panel Chair will be appointed for two-year renewable terms. Appointment shall be made at the May Board meeting, or as needed due to a vacancy or other reason as determined by the Board. The vacancy will be filled for the remainder of the vacated term. There shall be no term for general members.

7. Chair: The Chair is responsible for sending out meeting notices and agendas, facilitating efforts of officers and general members, leadership of meetings, appointing an acting chair in the chair's absence, recommendations to the Board via the staff liaison, coordinating the budget request with the staff liaison, and serving as the point of contact with the Panel's staff liaison on issues as appropriate.

8. Meetings: The Panel shall have meetings on an as-needed basis; the meetings may or may not be public. Public comment at Panel meetings is not required. Smaller planning meetings can be held as needed. Agendas are suggested, but not required.

9. Minutes/Reports: The Chair shall report to the Board on a minimum of a quarterly basis, in writing, as to the activities of the Panel (past, present, and future). If the Chair wishes to provide a report as indicated in the charter, it must be submitted to both the designated staff liaison and Council's Executive Assistant for the Council at least seven (7) business days in advance of the meeting. The Chair can verbally present the written report at a Board meeting as desired and as coordinated with the Executive Assistant.

10. Budget and Spending Authority: The Utilities Panel has no budget or spending authority.

11. For Work Program and Action Items, Staff Liaison, Committee Orientation and Summit, Compliance with Policies, Vacancies and Communication: In respect to development of a work program, action items, staff liaison, attendance at Committee orientation/summits, communication, and general compliance with policies, the Panel will adhere to and follow those policies outlined in the standing committee charters as applicable.

Section 4 – “Other” Groups

4.4.1 Public Safety Roundtable

Council staff will coordinate, on a quarterly basis or as needed, a law enforcement roundtable with the purpose of fostering relationships and information sharing with the public service agencies which protect and serve the community of Anthem, possibly including (but not limited to): Maricopa County Sheriff’s Department, Phoenix Police Department, North Valley Posse, Daisy Mountain Fire District, City of Phoenix Fire Department, Anthem Neighborhood Watch and other public safety organizations and partners.

4.4.2 Commercial Design Review Advisory Committee

Commercial Design Review Advisory Committee (CDRAC): The purpose of this advisory group is to review and respond to applications and requests from non-residential property owners, tenants and/or developers, and is limited to the following parameters:

1. Meetings will be called by the ACC Business Services Specialist (as needed).
2. The CDRAC will conduct architectural design review for non-residential property projects and will make recommendations to the ACC Board of approval, recommendations of approval with modifications and/or conditions, or recommendations of disapproval of the proposed project in accordance with the review procedures as established.
3. The CDRAC may consider and participate in other non-residential property projects and issues as requested by ACC staff/Board of Directors.

The CDRAC consists of the CEO, up to two additional ACC staff as designated by the CEO, ACC Business Services Specialist, Council Design Review Architect, representatives from the business community, and a designated Director from the Board, who shall serve as Chair.

4.4.3 Removed

4.4.4 Removed

Part 5: Relationship with Anthem Owners, Residents and Businesses

Section 1 – Collections and Enforcement

5.1.1 Collections Policy

General Procedure Statement

This procedure statement is designed to provide guidance as to how the ACC should approach collections activities for assessments and other outstanding charges on an owner’s ledger.

Confidential Information

All ACC employees involved with A/R collections are reminded that property owner account information must remain confidential and only be discussed with ACC Board of Directors; legal counsel to the ACC; ACC collections counsel; the FaRM (Finance) Committee; the HOA Board of Directors and/or the HOA Finance Committee. Under

no circumstances should an ACC representative discuss a property owner's account with the general public; the media; or with any party not expressly approved by the ACC and/or the property owner.

Involved Parties

The following parties are involved in the collections process:

- Anthem Community Council Finance Staff - Responsible for collection efforts with property owners who are delinquent in paying assessments and/or any other appropriate costs charged to the owner by the Anthem Community Council and/or any HOA within Anthem.
- HOAs (either thru their Board, their Community Manager, and/or their Finance Committee) in that the HOA may make periodic inquiries as to the status of accounts, or may request special or accelerated attention on an account, or may, at the option of the ACC, be consulted or notified on an account should there be an active settlement negotiation.
- Third Party Collections Attorney(s) – In the event that internal collections efforts by ACC Staff and/or HOA representatives fail to cure an outstanding delinquency, the ACC may elect to utilize a third party collections attorney for any aspect of the collections effort. As of January 01, 2017, the contracted attorney for collections activities is the firm of Carpenter Hazlewood Delgado & Bolen, PLLC.
- Third Party Legal Enforcement Attorney(s) – In the event that a homeowner is out of compliance with the CC&Rs of an Anthem HOA, the HOA may elect to assign the account to its' attorneys for legal enforcement efforts. Legal enforcement of HOA CC&Rs are outside of the direct involvement of the Anthem Community Council.

Collections Philosophy of the Anthem Community Council

Under the current governing documents of the Anthem Community Council, as well as the governing documents of the sub-association HOAs (Parkside, Country Club and Villages), the Anthem Council is charged with the responsibility for assessment billing and account collections on behalf of itself and its' partner HOAs.

In exercising this responsibility, the approach that the ACC takes is one of consistent, aggressive action that is exercised respectfully, compassionately and politely with the property owners in Anthem. The ACC will make a series of internal collections efforts with delinquent property owners so as to minimize the costs of collection and to be sensitive to and respectful of issues that may face property owners. The ACC does not favor expensive legal action as a collections methodology unless every reasonable internal effort to work proactively and positively with a property owner has first been attempted. Only in the cases where a property owner is unresponsive to ACC internal collections efforts will the ACC utilize more costly third-party legal collections efforts and any subsequent legally available methods to have delinquent obligations satisfied in a timely manner.

Timeline for Assessments Billing

Assessments are currently invoiced to residential owners on a quarterly basis, with the due dates of January 01, April 01, July 01 and October 01 for any specific fiscal year (January thru December). Invoices for these quarterly assessments are sent out by either US Postal Service mail or email (based on the owner's expressed preference) approximately 30 days prior to these due dates to allow ample time for owners to arrange for timely payment. Invoices for non-residential owners are issued semi-annually and are due and payable on January 01 and July 01 for the go-forward six month intervals.

Additionally, the ACC offers to property owners an ACH Direct Debit program which is voluntary. Should a property owner wish to utilize ACH, they would fill out and sign an application form and provide that to the ACC Finance Team with a voided check confirming the account number and routing instructions. Acceptance into the

ACH Direct Debit program will take the form of the ACC posting to the owner's account one-third (1/3) of the quarterly assessments each month between the 1st and the 6th, and then initiating an electronic ACH direct debit against that account on a business day between the 5th and the 10th each month. The direct debit is for the assessment amount ONLY – it will not draw funds against any other charges that may be open and outstanding on the account.

Owners may remain on ACH Direct Debit until they voluntarily elect to terminate their participation. However, owners will be terminated from the ACH Direct Debit program should the electronic debit not be successful against their account (ie, insufficient funds). A terminated owner from ACH as a result of an insufficient funds attempt shall be charged \$25 posted to their account ledger, and should the owner wish to again rejoin the ACH Direct Debit program, they would need to fill out and sign a new application.

As of January 01, 2017, the ACC does NOT offer any other type of billing method. Owners who elect to make payments outside of either the quarterly assessment billing or the monthly ACH Direct Debit may be charged late fees regardless of amount outstanding if the account is not paid current.

Quarterly Billing and Account Posting Activity

As of this Procedure issue date:

- Residential owner assessments are currently invoiced and posted on a quarterly basis, with the due dates of January 01, April 01, July 01 and October 01. Non-residential owner assessments are posted on a semi-annual basis, January 01 and July 01. Payments are considered LATE if not received by these dates.
- If the payment is not RECEIVED (not postmark date) in the lockbox with Alliance Bank, or if the payment is not delivered to the Anthem Offices by the end of the grace period (which is defined as the 15th of that month or the previous business day if the 15th falls on a weekend), then the assessment is charged a \$15 late charge. After all payments are posted, ACC Finance will then generate a list of delinquent owners and send, via US Postal Service, a Late Notice reminding owners that they are delinquent which will include the late charge. This late fee is applicable in situations where either: (a) the assessment itself is not paid; or (b) only a partial payment on the then-account balance is received, and a balance still remains open after posting any payments received.
- If the owner's account is not brought to a ZERO balance as of the last day of the month (or the next immediate business day) of January, April, July or October, then ACC Finance will issue an "Internal Collections Letter" to the owner, advising of non-receipt of payment. The letter will politely advise the owner of potential next-steps available to the ACC should the amounts due and owing not be satisfied immediately. At this time, ACC Finance will post a \$30 collections fee to the owner's account and the "Internal Collections Letter will include this fee as due and payable.
- The ACC reserves the ability to issue additional "Demand Letters or Internal Collection Letters" subsequent to the first, if in the sole judgment of the ACC, it is appropriate to do so. Each such letter issued will incur a collections fee which is posted to the owners' account ledger.

Maintaining a Dialogue with the HOA Finance Committees

Every delinquent account will have components that are sourced from the ACC and one of the HOAs. While each HOA can elect to waive and/or write-off line items independent of the ACC, it is the ACC's principal responsibility to perform collection services. The ACC should maintain an ongoing dialogue with HOAs for:

- When a decision is reached to write-off an ACC balance, the HOAs should be notified, as a courtesy and as part of the cooperative working relationship, even if the amounts being written

off are those charge codes which are specific to the ACC's A/R balances. Writeoffs of any HOA sourced charges require the approval of a representative of the HOA prior to doing the write-off.

- When the ACC makes a decision to pursue a judgment, wage garnishment and/or foreclosure, the HOAs should be notified. The ACC is not seeking an approval of a course of action from the HOAs, but is providing updated information to assist the HOAs in understanding how a particular delinquent account is being addressed by the ACC.
- If during a negotiation for a payment schedule, the negotiation requires waivers or concessions, the HOA should be contacted to notify them and, in certain cases, to gain their support for concessions as well as to advise on the payment schedule activity.
- Waivers or financial concessions of any line item charge codes that are specific to the HOAs will require the support and approval of the respective property managers for the HOA. The ACC will not write-off or waive any HOA specific line item without the express permission and support of the HOA.

Monthly Reporting

At the close of each accounting month, the ACC Finance Staff will create detailed A/R Reports which contain owners who have non-zero positive balances. These reports include:

- Detailed line item charge code open delinquency lists.
- A/R Delinquency Reports which sort by: Entity; Current Owner; Declining Total Balance Due; Prior Owner; Declining Total Balance Due.
- A/R Delinquency Reports which parse information by Entity.

The ACC Finance Staff will attempt to incorporate information from its collection attorneys as to payment schedules; trustee sales; bankruptcy; judgments; garnishments; and all other information which would assist in continuously monitoring each delinquent account for collectability.

To generate these reports, the ACC runs several Caliber reports and then further manipulates the data in Excel to provide the level of reporting that the ACC and the HOAs are accustomed to.

Payment Schedules

Payment schedules can (and are) created by either: (a) the ACC itself, if the ACC is dealing directly with the delinquent owner; or (b) the Collection Attorneys, who in the course of their collection activities may negotiate a payment schedule.

- Payment Schedule details are created by the ACC Collections Specialist, who will work with the delinquent property owner to craft a payment schedule repayment period that is both fair to the ACC and the HOAs, yet is comfortable for the delinquent property owner to honor (so as to minimize payment plan defaults).
- When a payment schedule is negotiated, the details of the payment schedule should be entered into the notes section of Caliber.
- A copy of the payment schedule agreement should be signed by the delinquent owner and a copy maintained by the ACC. Within the ACC, the payment schedule should be shared with the Finance staff and the Front Office supervisor, who frequently interacts with delinquent owners and occasionally accepts payments made directly at the front desk.
- Payment schedules should factor in both the outstanding delinquency and future quarterly obligations. The objective of the payment plan is to craft a document that allows for the orderly repayment of prior debt, yet factors in future quarterly obligations so that once the payment plan is successfully completed, the owner is concurrently current on all assessments and can start "fresh".

- Currently, the ACC favors offering payment schedules that have a maximum of a one year repayment period. Exceptions, which are granted based on the conditions surrounding the individual situation, should be approved by the ACC Controller or CFO.
- While the payment plan is in effect and is not in default, any additional internal collection costs are suspended. However, if the owner misses a payment and the plan defaults, then internal collections costs are once again eligible to be appended to the account.
- If an agreed-upon payment plan includes any negotiated waivers of any charges, then:
 - Once the payment plan has been successfully concluded without any defaults, then the ACC Staff will remove the agreed-upon waivers from the account. Waivers are not posted to account ledgers until the payment plan has been completed.
 - If the payment plan includes any negotiated waivers of CC&R amounts, those waivers ADDITIONALLY require that the underlying CC&R violations have been cured to the satisfaction of the HOA. If not cured, then the waivers will not be provided regardless of successfully completing the payment plan itself.
- As payment plans are mutually negotiated with the property owner, the timing of repayments and the periodic amount of repayments will have been agreed to in advance by the parties. Should the property owner default on the payment plan, by either not making timely payments or stopping payments, then the ACC will give that owner one additional opportunity to re-establish a payment schedule (which may or may not include a change in terms or amounts). Should the owner refuse to agree to a recast payment plan, the ACC will make another attempt to reach a compromise with the owner. Should the ACC fail to reach a mutually acceptable agreement with the owner, then the ACC will send the account to its' Collection Attorneys for formal legal action, where such legal costs are appended to the owners' account ledger.
- For owners who enter into a payment plan with the ACC, one condition that the ACC insists upon is that the owner participates in the ACH Direct Debit program so that future assessments are made timely on a monthly basis.

Suspension of Community Center and Amenities Privileges

Currently, ACC Finance adheres to a long-standing process that once a property owner becomes delinquent in their assessments by one calendar quarter, the ACC will issue notification to the Community Center who will then temporarily suspend the owner (and their tenant, if applicable) privileges to use the Community Center and other ACC amenities, until such time as the delinquency is cured or a payment plan is negotiated and honored.

Additionally, the practice as of January 1, 2017, of the ACCCA HOA is that owners who are delinquent by an amount in excess of \$400 will have their gate transponders deactivated until such time as the delinquency is cured.

Additionally, the practice as of January 1, 2017, of the Villages at Anthem is that owners who are delinquent by one assessment quarter or more will have their internal gate cards (not their entry gate cards) deactivated until such time as the delinquency is cured.

The suspension and prohibition against use of amenities shall remain in effect until the owner(s) eliminate their account balance delinquency and/or at the sole discretion of the ACC, enter into a bona fide payment plan that continues to be honored by the delinquent owner. Individual HOAs within Anthem (Country Club, Village, Parkside) may have additional prohibitions and/or suspensions which can be enacted based on that HOA's in-force rules and regulations. Once the account delinquency is cured or the payment plan honored, the ACC will reinstate privileges to use community amenities.

Collections Related Charges

The ACC Finance team performs a variety of internal collections efforts as a cost-effective method of attempting to secure payment on assessments and other charges due. These internal efforts are designed to accelerate payment of an account and also reduce the amount of more expensive legal charges that have historically been posted to accounts. It is the philosophy of the ACC Finance Team that collections efforts should be performed as inexpensively as possible, performed compassionately, politely and professionally. As such, the following types of charges could be posted to an owners' account (where the amounts are subject to change):

Late Fee	A \$15 late fee is posted to an account that has not made payment by the close of the grace period for each assessment period.
30 Day Letter	A \$30 first collections letter charge is assessed an owner who has not made payment by the close of the accounting month in which a payment is due.
60 Day Letter	A \$45 second collections letter charge is assessed an owner who has not made payment at least 60 days from when a payment is due or has not responded to earlier requests.
90 Day Letter	A \$50 third collections letter charge is assessed an owner who has not made payment at least 75 days from when a payment is due or has not responded to earlier requests.
Final Letter	A \$50 final internal collections letter charge is assessed an owner who has not made payment at least 100 days from when a payment is due or has not responded to earlier requests.
NSF Fee	A \$25 charge is appended to an owner's account who has submitted a check for payment that has not cleared the banking system and is debited back against the ACC's bank accounts. This same charge also applies when ACH Direct Debit electronic transfers fail as a result of insufficient funds.
Misdirected Fee	A \$15 charge is appended to an owner's account who has improperly mailed their payment to a former agent's office or former lockbox account – applied only after the ACC has notified the owner of the mailing change and the owner repeats the mailing error.
Notice of Lien	A \$100 Notice of Claim of Lien may be placed upon an owners' account should internal collections efforts fail to either generate a payment plan or resolution of the delinquency. The Notice of Claim of Lien acts to provide systemic notification in the public records of a recorded delinquency – however, according to the governing documents of Anthem, there is a statutory lien against all Anthem properties for assessments and related charges, so the Notice of Claim acts only to announce this on the public record should any third party do a search on the credit history of an owner. The ACC will remove the Notice of Claim of Lien once the delinquency is cured and the account is returned to good standing. The Notice of Claim of Lien is an optional process available to the ACC Finance Team and is not a process that is required under Arizona law.

Legal Collections Should the internal efforts of the ACC Finance Team fail to resolve the owners' delinquency or fail to result in some positive resolution of the outstanding account balance, an owners' account may be turned over to the collection attorneys. Attorneys can pursue the delinquency via a number of available methods, each of which incurs a charge. These charges are paid directly by the ACC and then rebilled to the owner's account with Anthem. It is the strong and continual preference of the ACC Finance Team to make every reasonable effort to work with each property owner to resolve their account delinquencies without the need to involve a collections attorney.

Summary of Miscellaneous Charges

Returned Check from a Banking Institution Due to Insufficient Funds to Pay	Charge:	\$25
Returned E-CHECK resulting from an Online Payment Due to Insufficient Funds to Pay or data-entry errors by the property owner	Charge:	\$25
ACH Payment Failure When Advised by Paying Bank of Insufficient Funds In the Owner's Account to Cover the ACH Direct Debit Amount	Charge:	\$25
Misdirected Payment Wherein Owner Sent Check to the Former Managing Agents' Lockbox Address Instead of the ACC Current Lockbox	Charge:	\$15

Insufficient Funds Charge (NSF)

In the event that a banking institution does not honor a homeowner's check or an ACH transmission in payment of amounts due to the Anthem Community Council and/or its partner HOAs, the ACC's bank, Western Alliance Bank, will assess to the ACC a charge against the account to cover the NSF action.

The current practice of the ACC and its' partner banking institutions is NOT to do an automatic redeposit, but instead to return the check to the ACC offices. Please note that even if there was an automatic redeposit, the bank would still assess an NSF fee for the first failed attempt at payment against the check.

Insufficient Funds Charge (NSF) on an Electronic E-Check Payment

The Anthem Community Council offers to its community owners an option to pay assessments and open charges by using an E-Check. As a free service, a property owner would initiate an E-Check payment through the ACC website. However, use of an E-Check obligates the homeowner to enter specific information to guide the bank in creating the E-Check transaction. If any of the entered information is incorrect or incomplete, the transaction will fail, and the ACC will be assessed a charge by Western Alliance Bank. This charge is similar to an NSF charge. Therefore, the ACC will subsequently assess the homeowner for the NSF Fee resulting from incorrect entry of information when using an E-Check.

Post Dated Checks

The Anthem Community Council does not accept post-dated checks. All checks received by the ACC on a daily basis are deposited for payment the day following receipt of the check. All checks sent to the ACC lockbox are transacted on the day received by the lockbox processor and sent that day into the banking system for payment. Should a post-dated check be negotiated through the ACC directly or through the ACC's lockbox account, and the result is an insufficient funds chargeback by the paying bank (ie, NSF Fee), the homeowner's account will be charged a NSF Fee.

ACH Direct Debit Failed Transaction Charge

The Anthem Community Council encourages every homeowner to consider using ACH Direct Debit as the preferred method to pay assessments. ACH is budget-friendly, eliminates mailing delays and eliminates

potential human error. ACH is ONLY for the payment of assessments. Should a property owner incur other types of charges, such as CC&R violations, those charges must be paid outside of the ACH program.

Between the 5th and 10th of each month, the ACC Finance Staff sends an electronic file through the banking system which then triggers an electronic withdrawal of funds from the property owners' account. If sufficient funds are not available, the transaction fails, and Western Alliance Bank assesses the equivalent of a NSF Fee against the Anthem Community Council, who then passes the NSF Fee onto the affected property owner.

In the event of an ACH failure against a property owners' account, it is the practice of the Anthem Council to then discontinue ACH withdrawals for the affected property owner, and the ACC will send a letter to the owner advising of same. Please note that if an owner has multiple Anthem properties tied to a single bank account, then ALL properties would have their ACH direct debit discontinued. The property owner can re-apply for the ACH program at a later date once all amounts then due are paid in full.

Failed Payment Transactions

When a property owner is assessed with an NSF Fee, from any of the above referenced transaction scenarios, the property owner is asked to recognize that the Anthem Council cannot and will not waive the charges it is assessed by the banking institution and which are rebilled to the owners' account. It is the responsibility of the property owner to have available funds in their account so that a check, E-Check or ACH direct debit can be properly transacted.

Reviewing Accounts with a Credit Balance

Within the monthly responsibilities of the ACC Finance staff, there should be a review of PRIOR owners who have a credit balance on their ledger account. An account could have a credit balance because of:

- The owner may have paid assessments in advance. If so, the A/R ledger balance will show a credit balance and the Finance team will record a liability for Prepaid Assessments, which will be offset as the assessment revenue is earned.
- The owner may have sold the property and in the transition to a successor owner, previously paid assessments may have been paid to cover a period of time after the title changes.
- The owner may have legitimately overpaid the account, and is due a refund for a duplicated payment.
- Other types of human errors.

In the event of a credit balance, the steps the ACC Finance staff will take include:

- The ACC Finance staff will review owners who are PRIOR owners and analyze the composition of the credit balance and research reasons for the credit balance.
- Once the reason for the credit balance is determined, the ACC Finance staff will advise of appropriate corrective action, which may include, but not be limited to: authorizing a reimbursement check; moving the credit balance to the appropriate account (in the event of a posting error); writing off the credit balance if circumstances so warrant.
- The ACC WILL NOT issue a reimbursement check to any owner with a credit balance without the express (email) written permission of the ACC Controller or an ACC Officer.

In the event of a credit balance for a CURRENT property owner, the ACC Finance Team will issue a refund to that owner upon receipt of an email from the owner requesting the refund. The request would be approved by the Controller or CFO and then issued by Accounts Payable. The refund will only be made payable to the owners of record of the property.

Authority to Collect Assessments and Record a Notice of Claim on Lien

As contained within the governing documents for the Anthem Community Council, the Anthem Parkside Homeowners Association, the Village at Anthem Condominium Council of Co-Owners, or the Anthem Country Club Community Association, and as specified with the appropriate statutes of the State of Arizona, there is a perpetual lien on all real property within the individual HOAs. The Notice of Claim on Lien allows for a document to be recorded and to provide notification to the delinquent property owner, but does not establish or remove or limit any additional rights to any party. These documents also allow for the Anthem Community Council to act as a collection agent for all of the HOAs, which will centralize the collections function and reduce overall costs of the collection process. The ACC is considered a “first party” collector, and thus is exempt from many of the requirements of the FDCPA (Fair Debt Collections Practices Act).

Value of a Notice of Claim on Lien

Historically, the managing agent filed a “Notice of Claim on Lien” as a collections technique to encourage a delinquent owner to open up a dialogue with the agent, or ACC, as a precursor to formal legal action. In reality, when an owner received such a notification, it triggered an unfavorable reaction and invoked an adversarial reaction between the owner and the ACC/Agent. Both the Collections Attorney and the ACC believe that since there is a perpetual lien on all real property within Anthem, the filing of the Notice should only be used as a “last resort” collections technique in addressing a delinquency, and not as a standard collections tool used in all situations. The experience of internal ACC Finance staff is that during eventual negotiations and settlement with an owner on the overall delinquent balance, this charge (upwards of \$100 per notice) was waived, and thus essentially absorbed by the ACC. Further, in the event a Notice was filed, and was not timely removed once the delinquency was cured, Arizona law contains several penalty provisions for the failure to remove the Notice. It is the continued recommendation and practice of ACC Finance staff that the filing of a Notice of Claim on Lien be used sparingly and only when the circumstances surrounding a collection are such that such a notice can invoke the opportunity to enter into discussions with the owner on curing the delinquency that may not be possible through the other collection techniques used.

Movement of Collected Funds

All payments collected by the Anthem Community Council are deposited initially into the Operating Account of the ACC. At month-end, the ACC runs a Caliber Cash Applications Report which assists in identifying what portion of the collected funds belong to the ACC and to the individual HOAs. ACC Finance staff reconciles all monthly A/R activity and transfers all funds collected by the ACC in favor of the HOAs to their respective operating accounts via wire transfer(s) or check. The ACC additionally provides reporting to the HOA’s management companies with support documents for those transfers, and upon request by the management company, can provide a number of reports to respond to any reasonable HOA/Management Company question.

Role of the ACC Staff in the Collections Process

The ACC front office team interfaces with owners on a daily basis. In their capacity, they collect payments from owners; field phone discussions on a wide range of collection and account balance issues; maintain local lists of payment schedule performance; plus a wide variety of related tasks. They also act to notate within Caliber all Trustee and Bankruptcy activity and then forward appropriate documents to the Collections Attorney and the managing agent. However, the ACC staff does not get involved in any discussion as to a CC&R issue.

First line collections are handled within the ACC Finance Team. The Finance staff targets accounts that are not currently with the Collections Attorney and writes collection letters; negotiates payment schedules with owners; and performs a wide variety of collection-oriented activities.

Timing of Moving an Owner's Account to Collections Counsel

If ACC efforts at collection do not resolve the delinquency status of an account within the calendar quarter that the delinquency occurs in, then when the successor quarter assessments are posted, the ACC staff will then:

- If the 15th of the month of the successor quarter does not result in a payment of the delinquent quarter's assessments and the successor quarter's assessments, then the ACC will send out an additional late fee notice and charge the owner's account accordingly.
- If the last day of the month of the successor quarter does not result in a payment of the delinquent quarter's assessments and the successor quarter's assessments, then the ACC or the managing agent will send out an additional demand letter indicating that unless payment in full is received within 15 days for all outstanding balances due, the account will be subject to further legal steps and potentially sent to the attorney for collections.
- Should these notifications fail to generate a payment by the 15th of the second month within the successor quarter, the ACC will, at its discretion, place the account with the Collections Attorney.
- all outstanding balances due, the account will be subject to further legal steps and potentially sent to the attorney for collections.
- Should these notifications fail to generate a payment by the 15th of the second month within the successor quarter, the ACC will, at its discretion, place the account with the Collections Attorney.

Interacting with Collection Attorneys on Active Collection Accounts

While each owner account can be handled differently based on known circumstances, the common approach will include:

- Once the account is deemed to be sent to the attorney for collections efforts, the ACC Finance Staff will notify the collections attorney that the account is formally being transferred for legal action.
- ACC Finance Staff notes the File Number within Caliber to identify the account as in formal legal collections.
- The Collections Attorney will send a "first letter" to the delinquent owner, notifying them that the account has been placed for collection and provide instructions for payment of the open amount.
- Contingent upon the response to a "first" letter, the Collection Attorney may optionally send a second letter or initiate telephone contact with the delinquent owner. The general guidelines that the ACC has established with the Collections Attorney is that only one letter should be sent to the delinquent owner, unless that letter is either returned undelivered or some of indication that the letter failed delivery
- Should the above steps fail to resolve the delinquency, the Collections Attorney will then make a recommendation to the ACC as to subsequent steps, which could potentially include:
 - Obtaining a credit report to ascertain the delinquent owner's ability to pay and financial situation
 - Filing a small claims action or filing a lawsuit with the intention of gaining a judgment against the delinquent owner
 - If a judgment is obtained, the Collections Attorney will then normally recommend a wage garnishment action if the owner is an employed party. If a self-employed party, the judgment will remain open and filed with the Court which can be acted upon during a five (5) year period
 - *[NOTE: Judgments can be renewed for additional five-year terms after the first term expires].*
 - With a judgment in place, should collection efforts not produce a settlement and/or payment, the Collections Attorney may recommend moving the account to a judicial foreclosure which involves a Sheriff Sale.

Handling a Trustee Sale Situation

At any point in the collection cycle, the ACC could get notified that the first lien holder (mortgage holder) is planning to hold a Trustee Sale to reclaim the property as a result of non-payment. If such notification is

received PRIOR to the recording of a Notice of Claim on Lien, then ACC will postpone filing the Notice, and the expectation is that the property has a market value below the first lien, and the filing of the Notice would be an unwise use of ACC money, as the debts of the owner to the ACC / HOA would most likely be erased when the property is auctioned off, as there would be insufficient funds remaining after paying the first lien holder.

If a Notice is filed, and legal collections are in process, and then a Trustee Sale Notice is received, the Collections Attorney will temporarily suspend collections activities pending the outcome of the Trustee Sale, as it is presumed that such continued legal costs would not be recovered if the Trustee Sale is held. However, if the Trustee Sale is postponed (which is a frequent occurrence) the Collections Attorney will advise ACC whether moving forward with collection efforts are prudent.

Trustee Sale Notifications, when received at the ACC offices, are noted within Caliber. Trustee documents are provided in PDF format to both the managing agent and the Collections Attorney.

Handling a Bankruptcy Notice Situation

At any point in the collection cycle, the ACC could get notified that the delinquent owner may have filed for personal bankruptcy - either Chapter 13 or Chapter 07. In such situations, the handling of the account is:

- All amounts due and owing on the owners' ledger as of the date of filing are potentially "uncollectible". At such time, the ACC will create in Caliber a "Bankruptcy Ledger" for that owner, which will capture all charges prior to the date of filing.
- If the owner filing bankruptcy stays in the property, then the amounts prior to the bankruptcy filing are still considered due and owing and should still be pursued. The obligation is NOT a personal obligation to pay (that is wiped out in the bankruptcy) but the lien on the property remains and can be foreclosed upon in certain situations. An action to foreclose on such a lien must happen within three (3) years of the charges.
- If the owner filing bankruptcy leaves or loses the property, then the amounts prior to the bankruptcy filing are no longer considered collectible, and should be written off as a bad debt.
- Additionally, if the owner is "suspended" from community privileges, including use of the community center, then as of the date of the bankruptcy filing, the owner must have their privileges reinstated, which essentially "resets the clock".
- Bankruptcy notices are normally sent to the ACC offices. As received, the ACC should log this information into the Caliber system, and then send copies of the Bankruptcy Notice to the Attorney.
- In the event that a bankruptcy filing is dismissed (as opposed to discharged), it is as if the bankruptcy had never happened. ACC Finance will then move the charges from the Bankruptcy Account Ledger back to the Account Ledger and can continue to pursue collection efforts as outlined in this document.

Definition of Judicial Foreclosure

For purposes of this Policy & Procedures document, judicial foreclosure is defined to mean the legal process by which the Anthem Community Council, thru its' collections attorneys, transition a valid Judgment through the court system to initiate a Sheriff's Sale of the property. In addition to the judgment, the account delinquency must meet the requirements for judicial foreclosure under the current Arizona statutes.

Considering Foreclosure

Under current Arizona law, the ACC has the right to initiate a judicial foreclosure on the property should assessments be delinquent. Under current Arizona law, such an action can be undertaken only if: (a) the delinquent owner has not made a payment in the preceding twelve (12) months; or (b) if the outstanding balance due is in excess of \$1,200 for assessments.

A decision to proceed with a Sheriff's Sale should include a recognition that if there is no equity in the property (meaning that the first mortgage and any tax liens are larger than the realistic market value of the property) that forcing a Sheriff's Sale will not generate a payment to the ACC / HOA. It will simply act to remove the existing current owner from the property and allow the property to be sold to a successor owner who will hopefully make future quarterly assessment payments.

The ACC / HOA lien against the property is in third position in a judicial foreclosure vis-a-vis obtaining funds from the sale. The tax lien and the first mortgage holder have a priority over the ACC/HOA, and they would be paid first out of sale proceeds. If funds remain, the ACC/HOA would be next in line.

It is important to note that the position of the ACC and of the ACC Finance Team is that a judicial foreclosure is a "Last Resort" step. The ACC will make every reasonable effort prior to considering a judicial foreclosure to find an acceptable solution with a property owner to resolve open delinquencies. This could include customized payment plans or any other reasonable action steps which minimize costs for the property owner and concurrently protect the rights of the ACC and the HOA. Even in the event of filing for a judicial foreclosure, the ACC and its' Collection Attorneys will continue to make an effort to have a dialogue with the property owner or their representatives to attempt to find a reasonable solution to the delinquency.

Process and Key Steps in Considering or Initiating a Judicial Foreclosure

A decision to initiate a judicial foreclosure on a residential or non-residential property within Anthem is to be considered as a "final action step" when all reasonable previous attempts to engage the delinquent property owner in a dialogue to resolve account deficiencies have failed and when, in the opinion of the ACC, continued attempts to engage the property owner in such discussions appear to be without merit.

In considering judicial foreclosure, the ACC may, but is not required to, take these steps as the indebtedness progressed:

- The ACC has provided to the property owner, either by US Mail and/or email, up to three (3) communications attempts to engage in a dialogue with the intention of curing the indebtedness.
- The ACC has optionally initiated the filing of a Notice of Claim of Lien against the property, which memorializes the pre-existing statutory lien that exists against all Anthem real property, as a function of the underlying governing documents of the ACC and each partner HOA. The cost of filing the Notice of Claim is added to the owner's account balance.
- The ACC has transferred the delinquent property owner account from being handled through internal ACC collections efforts to formal collections efforts of the ACC collections attorneys.
- The owner(s) have not responded to a payment demand letter issued by the ACC collections attorney, or the attorney and/or ACC has been unable to engage the property owner in a constructive dialogue aimed at resolving the outstanding delinquencies.
- The ACC has discussed with the collection attorneys whether a lawsuit should be filed against the delinquent property owner with the anticipation of either reaching a resolution of the outstanding delinquencies with the property owner; or failing to obtain a resolution during the lawsuit, obtain a personal judgment against the property owner. The decision to file a lawsuit is based on a number of factors, including, but not limited to: amount of assessment debt outstanding; whether any portion of the debt is CC&R fines; whether the property owner lives in-state or out-of-state; whether the property owner is self-employed; what a review of a credit report on the property owner reveals; whether there is a current or previous bankruptcy filed by the property owner; whether there are or are not multiple parties whose name(s) appear on the deed; and other criteria.
- Should the ACC decide to file a lawsuit, the matter is then handled exclusively through the collections attorneys. At the conclusion of the lawsuit, the intention is to be awarded a legal judgment which can

be served personally upon the property owner(s). Concurrent to the award of a judgment by the Court, the ACC collections attorney will petition the Court to obtain consideration for legal fees incurred, and if granted, such approved legal fees shall be added to the amount of the judgment.

- Initially, the Judgment is at the Justice Court level. Based on guidance from the ACC collections attorney, the judgment can then be transferred to Superior Court and recorded where it can be discovered by any third-party doing a financial or credit investigation of the property owner(s).
- A judgment so obtained is currently valid in Arizona for a period of five (5) years. It can be renewed at least twice for successive periods of five (5) years each renewal. Should the property owner(s) move out-of-state, the Judgment can be domesticated in the new state of residence.
- Once a Judgment is granted, the collections attorney will obtain a current credit report and attempt to ascertain current employment. If the property owner is gainfully employed, the collections attorney will attempt a wage garnishment. Independent of a wage garnishment, the collections attorney may use third-party investigators to determine if there are assets which can be seized to pay off the Judgment, such as bank or investment accounts. If the property owned by the delinquent debtor is a rental property, the collections attorney will determine whether a rent garnishment can be sought.
- If attempts at garnishment, asset seizure, or other legal methods prove unsuccessful, and if the property owner still owns the property (i.e., it has not been subject to a Trustee Sale by the first mortgage holder), the ACC can consider initiating a judicial foreclosure.
- If the ACC determines that there is no reasonable constructive opportunity to engage the property owner in a "last attempt" to resolve the outstanding delinquencies, then the ACC will instruct the collection attorney to obtain a litigation guarantee on the property and authorize the collection attorney to prepare a "Foreclosure Memorandum". A "Foreclosure Memorandum" is a report prepared by the attorney to determine all facts about the property prior to initiating a judicial foreclosure, including:
 - The amount of the first mortgage outstanding, if any.
 - Whether the property owner is current or delinquent on the first mortgage, if any.
 - The existence of any secondary or tertiary mortgages or credit lines on the property.
 - Whether the property owner is current or delinquent on any secondary or tertiary mortgages.
 - The existence of any tax debts or liens against the property.
 - The existence of any personal judgments against the owner(s) of the property.
 - The existence of any other financial issues which could impact the decision to proceed to judicial foreclosure.
- The ACC will then study the "Foreclosure Memorandum" and advise the HOA of a pending judicial foreclosure action, and concurrently seek the support of the HOA for a foreclosure action. If the HOA, for any reason, is hesitant to support a foreclosure action, then the ACC will confer with the HOA as to particulars. While HOA approval is not required, the ACC believes that by involving the HOA in this process, it assists the HOA on potential CC&R issues and keeps the HOA apprised as to the status of the property.
- The ACC or the collections attorney may then optionally write a final letter to the potential foreclosure property owner, advising the owner(s) of a judicial foreclosure action, and offering a final opportunity to engage in a dialogue to resolve the outstanding delinquencies. The ACC may make every reasonable good faith effort to engage the property owner in a discussion to try to resolve the obligation and create a method by which a judicial foreclosure can be avoided.
- Presuming no action by the property owner to resolve the outstanding delinquency, the ACC will authorize the collection attorney to file with the Court for a judicial foreclosure. When the collections attorney makes this filing, they then notify all appropriate parties, including the mortgage holders and all parties who have a lien or judgment against the property owners.

- In filing the judicial foreclosure action, all parties other than the primary mortgage holder and any holders of tax liens, are considered "inferior" to the ACC's position, and all such parties will automatically have their liens or judgments "wiped out" in favor of the ACC judgment. In select cases, a holder of an "inferior" lien may reach out to the ACC and attempt to resolve the indebtedness in order to ensure that their own position is not extinguished. This is occasionally the case with secondary mortgage holders.
- Once the primary first position mortgage holder is advised of the ACC action, they may elect to directly initiate a Trustee Sale action against the property owner. This protects their position, and should they do so, it would "wipe out" all subordinate debts and liens against the property. It is important to note that the primary first position mortgage holder DOES NOT have to initiate a Trustee Sale action prior to the Sheriff's Sale. This party can initiate a Trustee Sale at any point prior to a Sheriff's Sale; or during the 6-month period after a Sheriff Sale and still maintain their full rights and position. Further, as noted later in this document, even if the ACC takes title to the property, the first position mortgage holder can elect to foreclose on the property.
- If no action by any "superior" lien holder, the Sheriff will schedule a Sale, notify all involved parties, initiate appropriate public notice and then hold the Sale at the date and time so specified. Under certain conditions and situations, the Sheriff may elect to move the sale date after it has been published.
- At the Sheriff's Sale, the ACC collections attorney "bids" the ACC's Judgment for the property as the opening bid. This means that the ACC surrenders its judgment and all costs incurred thru that date, in an attempt to purchase the property. Other parties can bid for the property, and if they do so at an amount higher than the ACC's opening bid, they can win the rights to acquire the property. The ACC does not, and will not, bid more for the property than the amount of its' in-force Judgment.
- If a third party wins the property, that party will pay to the Sheriff, within a certain amount of time, the amount of the ACC Judgment, which the Sheriff will then mail to the ACC, less any costs of the Sale. At that point, under this "third party victor" scenario, the ACC and HOAs have been made whole and have essentially brought the delinquent account to resolution. The ACC has no further involvement with the property, other than making arrangements with the potential successor owners to pay future assessments.
- If no third-party wins the property, then the ACC is the default winner of the property by virtue of its opening bid, which is for the amount of the Judgment.
- Once the Sheriff's Sale is completed, a six-month period begins wherein the original property owner(s) can reclaim the property by paying off the ACC for all amounts due (i.e., the Judgment). As an alternative to the original owner reclaiming the property, the underlying first mortgage holder can elect to exercise its' rights and foreclose on the property and directly hold a Trustee Sale. Under such an action, the ACC has different rights and risks and under this unusual scenario, the ACC and the HOAs are at significant risk of loss of amounts due. However, the underlying first mortgage holder may elect to invite the ACC into discussions to take over the mortgage on the property, subject to renegotiated amounts ... which may be a less expensive option for the first mortgage holder.
- At the close of the six-month period, should the property owner not have reclaimed the property, and should the underlying first mortgage holder not have initiated a Trustee Sale, then the ACC can elect to obtain a Sheriff's Deed to the property. In doing so, the ACC is not obligated for the underlying remaining outstanding first mortgage principal. However, if the ACC does not negotiate some form of agreement with the underlying first mortgage holder, that party is likely to eventually foreclose on the property.
- Should the ACC take a Sheriff's Deed to the property, the ACC becomes the de-facto owner of the property and is liable for property taxes and for maintaining the property in compliance with HOA CC&Rs.

- The ACC can then initiate eviction proceedings against the owners or tenants currently in the property, which is a time consuming and potentially expensive process. An eviction would have to factor in numerous situations, such as:
 - The age and health of the current owner and/or occupants.
 - The possibility that the current owner and/or occupants will make such an eviction a "media event" and subject the ACC to potential political or community repercussions.
 - The possibility that the current owner and/or occupants may face unnecessary hardships of a financial or familial nature as a result of the eviction.
 - The possibility that the occupants of the property may damage or destroy parts of the property, for which the costs of repair are burdened to the ACC.
- The ACC can optionally elect to negotiate with the current owners or tenants in the property for them to stay on as tenants in the ACC owned property, subject to appropriate leases. Concurrently, the ACC would then negotiate with the HOA to resolve outstanding CC&R violations and deficiencies
- The ACC may, at any future point after taking the Sheriff's Deed to the property, elect to sell the property. Such a course of action would be done after full discussion with the Board of Directors of the impacted HOA.

Statutory Write-Offs:

- Under current Arizona law, a first-party collector cannot legally collect amounts due that are dated earlier than six (6) years for the current date that collections are attempted. This does not impact an existing payment plan where an owner or former owner is making periodic payments against older debt.
- In support of the above statutory limitation, the ACC will charge off to "Bad Debts" or its "Allowance for Uncollectible Accounts" any amount which is dated beyond six years from the current date.
- When the ACC writes off such amounts, it will notify at the end of the current month the affected HOA (either their accounting team, Community Manager, Finance Chairperson and/or Treasurer) who will then reflect the impact of the write-off on their books of account. The ACC will not seek permission or support from the HOA, as this is a statutory obligation and is not subject to HOA discretion.
- When the ACC writes off such amounts, the ACC may, at its' sole discretion, issue to the owner an IRS Form 1099-C which is "forgiven debt". Our understanding of current tax law is that an IRS 1099-C becomes taxable income to the owner.

Concessions/Negotiated Waivers:

- When attempting to collect outstanding amounts due, the ACC occasionally finds that a successful negotiation and/or settlement includes certain financial concessions in the owner's favor. The ACC strives to handle all settlement negotiations and payment plan negotiations without ANY waivers granted, and does so on the premise that it does not wish to "reward" owner behavior which is inconsistent with the owner's contractual obligations to the ACC and the HOA. However, while each negotiation varies as to its terms and conditions, the following general guidelines are currently available to the ACC:
 - The ACC may consider waiving selected "soft costs" in a settlement negotiation or payment plan. Soft costs are defined as late charges or internal collections costs.
 - The ACC will not waive "hard costs" in a settlement negotiation or payment plan. Hard costs are defined as third-party legal collections costs. Waivers of "hard costs" will normally require approval from the Board of Directors.
 - The ACC will discuss with the HOA any soft cost waivers that could be eligible for negotiation. This discussion is normally between the ACC Collections Team and the Community Manager (who has been granted some level of financial authority to waive amounts due to the HOA).

Soft cost waivers will predominantly be “CC&R fines”. Should the HOA grant such waivers, the ACC will report the cumulative impact of such waivers at the end of each accounting month, so that appropriate entries can be made to the books of account for the HOA.

- If the ACC approaches the HOA with a request for waivers, any agreed to waivers should be memorialized by an email exchange between ACC Collections and the HOA. Should the HOA grant such waivers, the ACC will report the cumulative impact of such waivers at the end of each accounting month, so that appropriate entries can be made to the books of account for the HOA.

Application of Payments Against Open Balances:

- Our understanding of current Arizona statutes is that an owner payment is first applied against any outstanding assessments on the account as of the date the payment is received. Payments are applied to the oldest open assessment first, and progress chronologically to the most current assessments.
- If an owner specifies that a payment is to be applied against open items in a manner other than “assessments first”, the owner can provide that guidance directly to the ACC. Such guidance is on a “per payment” basis.
- Once assessments for both the HOA and ACC are paid current, subsequent payments are then applied to legal collections costs; followed by internal collection costs; followed by legal enforcement costs; followed by self-help costs; followed by CC&R charges. Within each category of charges, payments are applied to the oldest charges in that category, moving chronologically forward from oldest to most current.
- In the event an owner or former owner who still owns property in Anthem files for bankruptcy, the ACC will move all pre-filing amounts from the “Owner Ledger” to a “Bankruptcy Ledger”. The trigger date for inclusion is the filing date of the bankruptcy action.
- If a bankruptcy petition is DISMISSED, meaning that the Court did not allow the bankruptcy action to proceed forward, the ACC will reverse the above process and restore all charges on the “Bankruptcy Ledger” back to the “Owner Ledger”. Should the owner re-file for bankruptcy, that revised filing date will trigger creation of a “Bankruptcy Ledger”.
- Under Arizona statute, a discharged (accepted) Chapter 7 bankruptcy will discharge the personal liability of the owner to pay debts incurred prior to the filing date, but DOES NOT discharge the lien against the property. Therefore, if the lien amounts exceed the limitations for judicial foreclosure, the ACC will ask its’ collections attorneys to proceed with a judicial foreclosure against the property if all conditions are appropriate for such an action. This may involve contemplating filing an action against the automatic stay in the bankruptcy proceedings.
- Under Arizona statute, a Chapter 13 Bankruptcy presumes that the owner is planning to have the Court approve a repayment plan for his/her debts. Under a Chapter 13 bankruptcy, the ACC has standing instructions with its’ collections attorney that they file with the bankruptcy court that the ACC is a secured creditor, and thus is eligible for payments out of an approved Chapter 13 bankruptcy plan. Such bankruptcies take an extended period of time for eventual approval, but in such situations, the practice of the ACC is to NOT write-off any component charges, regardless of their age, as such should be included in the eventual re-payment plan approved by the Court.
- The current practice of the ACC is that any account, regardless of balance owed or history, which has a bankruptcy filed against it, is transitioned to the collections attorney for handling until all amounts under the bankruptcy are resolved. The ACC does NOT write off any amounts within the bankruptcy account until there is a final determination by the Court.

- Under current Arizona statute, amounts which come due AFTER the bankruptcy filing date are owed by the owner no differently as if there was no bankruptcy filing. The ACC pursues all post-filing obligations with the same intensity and procedures as it would any property owner within Anthem.

ACC Write-Off Philosophy:

The general philosophy and approach used by the ACC is to not encourage or freely provide write-offs to property owners against bona fide charges. The ACC does not reward “bad behavior”. While write-offs of “soft ACC” costs are occasionally granted based on the individual circumstances discussed with the owner, the approach of the ACC is to not “reward” financially inappropriate behavior by a property owner. Owners have a contractual obligation to pay assessments and other bona fide charges on a current and timely basis, and the governing documents of the ACC speak to the authority and ability of the ACC to impose selected charges in the absence of timely owner payments, as well as the governing documents speaking to the authority and ability of the ACC to use legal services to collect amounts due that cannot be settled or resolved through internal collections efforts.

Additionally:

- When and as appropriate, the ACC respects and utilizes the authority that the HOA Boards have provided to legal counsel and to their Community Manager and Compliance Officer, in working to a resolution on an owner obligation.
- While the ACC is not required (under the governing documents) to seek the approval or consent of the HOAs in resolving owner delinquencies, the ACC Collections Team believes that a cooperative effort between the HOA and ACC generates the most successful financial resolutions to owner debt. This methodology is followed to the maximum practical extent possible.
- Should the HOA advise the ACC to write-off amounts against an owner account, the ACC will perform such write-offs in that month. The ACC will not challenge any directive provided by the HOA with respect to a full or partial write-off of any HOA charge. It is also assumed by the ACC that such write-off amounts which originate with the HOA have already been factored into their books of account, and thus the ACC will not provide any end-of-month synopsis of those write-offs that originate with the HOA.

Renewals of Judgments:

If an account delinquency cannot be cured by ACC Staff internal collection efforts and cannot be cured through initial Collection Attorney collections efforts, the ACC may elect to authorize its’ Collection Attorneys to file suit to obtain a money judgment. If a money judgment is awarded by the Court, the Collection Attorneys will also petition the Court to provide for attorney incurred fees as part of the judgment. All awarded amounts are posted to the owners’ account ledger and become a part of the outstanding and in-force money judgment.

Once a judgment is awarded, the Collection Attorneys will write to the delinquent owner advising of the judgment, the amount of the judgment, and offering the delinquent owner an opportunity to enter into negotiations to satisfy the judgment. The costs of this notification are appended to the owner’s account ledger.

Currently, the ACC instructs its Collection Attorneys to file all judgments with the Arizona Superior Court. Doing so provides notification to future lenders to the delinquent owner that an outstanding judgment is in place. Very often, lenders and others involved in a financial or business transaction with a delinquent owner will insist that the judgment be satisfactorily settled as a condition of doing future business with the delinquent owner.

Judgments in the State of Arizona carry interest on the principal amount of the judgment effective with the date the judgment is granted. Historically, the interest rates have been as high as 18% per annum, and the interest

rates are set by the Court, not by the ACC. It is the current practice of the ACC to demand that delinquent owners who have outstanding judgments settle the obligation INCLUSIVE of the interest charges.

In Arizona, a judgment has a life span of five (5) years. The practice of the ACC is to continuously renew judgments against the delinquent owner, and the costs of renewal are appended to the delinquent owner's account ledger. Each renewal is for a period of five (5) years.

Domesticating an Arizona Judgment:

When the ACC is awarded a personal money judgment against a delinquent owner, that owner may reside outside the State of Arizona, or may move from Arizona to another State. While the judgment remains valid in Arizona, in order for the ACC to then apply that judgment against the delinquent owner, the judgment must then be "domesticated" within the State that the delinquent owner now maintains their principal residence.

It is the current practice of the ACC to pursue delinquent owners who relocate to or reside in States outside of Arizona, and the costs of "domesticating" the judgment are appended to the delinquent owners' account. Very often, either the ACC or the Collections Attorney will write to the delinquent owner, advise of the approximate costs involved in domesticating the judgment and offering the delinquent owner an opportunity to settle the debt prior to additional legal charges being appended to the account.

Ordering an Asset Deposition:

Once a judgment is awarded to the ACC, and presuming that the delinquent owner is unwilling to enter into negotiations with the ACC or its Collection Attorneys to resolve the delinquency, the ACC may instruct its' Collection Attorneys to implement an Asset Deposition through the Courts which will obligate the delinquent owner to appear and provide information as to their ownership of, and location of, assets which may be seized or lien'd to offset the judgment. Asset depositions are available both for Arizona judgments as well as domesticated judgments. The costs of an asset deposition will be appended to the owners' account balance. A failure of an owner to appear at an asset deposition or to provide truthful information during that deposition may subject that delinquent owner(s) to further legal charges and could potentially result in arrest and incarceration.

Implementing a Wage Garnishment:

Should the ACC be unable to resolve a delinquency through internal means, or through a payment plan, or even through a judgment awarded by the Court, the ACC will then instruct its' Collection Attorneys to seek a Wage Garnishment against the owner(s) of the property. The costs of obtaining a wage garnishment are added to the owners' account ledger and become part of the garnishment.

Implementing a Rental Garnishment:

Should the ACC be unable to resolve a delinquency through internal means, or through a payment plan, or even through a judgment awarded by the Court, AND the ACC finds, for whatever reason that the delinquent owner is currently renting their Anthem property to a third-party tenant, the ACC may then instruct its' Collection Attorneys to seek a Rent Garnishment against the owner(s) of the property. The costs of obtaining a rent garnishment are added to the owners' account ledger and become part of the garnishment.

Uncollectable Debts:

In certain situations, other than the personal bankruptcy of a property owner, the ACC may reach a conclusion that an outstanding obligation from a former property owner may be uncollectable. Such a determination can be made based on the amount of the obligation; the circumstances surrounding the collection efforts; the recommendation of the Collections Attorney; the costs involved in domesticating either a judgment or the

collections effort; the outstanding debts are beyond the six-year statute of collections limitations; or from some other source or reason.

When a decision is made to consider a debt as uncollectable, the ACC shall:

- Work with the HOA to identify HOA-specific charges and obtain from the HOA permission and approval to write-off the HOA specific outstanding charges. The ACC will not independently write-off HOA charges without approval. When an HOA charge(s) are written off the A/R, the ACC will advise the HOA of those amounts and the presumed course of action by the HOA will be to take a charge against their Bad Debt Allowance and potentially against their Bad Debt Expense.
- If there are outstanding assessments that are deemed uncollectable, those assessments will be charged off to Bad Debt Expense on the books of the ACC with an eventual offset to the Bad Debt Allowance
- If there are outstanding legal collections charges that are deemed uncollectable, those legal charges will be charged off to Bad Debt Expense on the books of the ACC with an eventual offset to the Bad Debt Allowance
- If there are outstanding “soft costs” such as late fees or internal collections costs” that are deemed uncollectable, those “soft costs” will be charged off as an offset to the Revenue accounts that the “soft costs” were originally posted to, essentially “reversing” the soft income items. There is also an eventual offset to the Bad Debt Allowance.

In these rare situations when the obligation is not pursued, the ACC shall then write-off the obligations which translates, for purposes of the Internal Revenue Service, as a “forgiveness of debt”. Should the ACC elect to do a write-off, the ACC may issue to the delinquent owner an IRS Form 1099-C which memorializes the debt “forgiveness” but is treated by the IRS as income to the delinquent owner and is, in many situations, a taxable item at the state and federal level against the delinquent owner. The amount of forgiven debt can include assessments, collection costs, legal charges, unpaid CC&R fines, legal enforcement, interest on judgments and other applicable charges. To our knowledge, there is no timeline after the write-off, under which the ACC must issue the 1099-C.

Sample collection letters are available.

5.1.2 Violation Enforcement Policy

The following procedures and practices are established for the enforcement of violations of the use restrictions and architectural control provisions and for the elimination of violations of such provisions found to exist in, on or about any property within Anthem and the same are to be known as the "Violation Enforcement Policy" of the Council in discharge of its responsibilities for determination and enforcement of remedies for deed violations within Anthem:

1. Reporting and Determination of a Violation:

- a. On its own initiative or upon the filing of a signed, written complaint by any Owner with the Board, the Board may investigate the facts and circumstances surrounding any matter which the Board determines to be in the general interest of Anthem.

b. If the Board determines that an Owner or occupant or an Association has violated the Council Documents or Council rules, the Council Board may, but shall not be obligated to, take action to enforce the provision of the Council Documents or rules being violated.

c. The Board shall have the right, but not the obligation, to enforce any provision of an Association Declaration or exercise the enforcement powers of an Association if the Board determines that the Association has failed or refused to fulfill its obligations.

2. Notice of Violation:

a. The alleged violator will be given a courtesy call, if possible, first to serve as an informal warning of a noncompliance issue and a request to bring the issue into compliance. If two attempts to contact the alleged violator have met with no success, then a written notice will be sent. It should be noted that a courtesy call is not required.

b. If the matter is not resolved, the alleged violator shall be served with written notice of the violation setting forth:

i. The nature of the alleged violation;

ii. The proposed sanction to be imposed;

iii. A statement that the alleged violator may present a written request for a hearing to the Secretary of the Council or its designee within 15 days of delivery of notice; and

iv. A statement that the proposed sanction shall be imposed as contained in the notice unless a request for a hearing is received by the Secretary of the Council or its designee within such time period.

c. Prior to the effectiveness of any sanction, proof of proper notice shall be placed in the minutes of the meeting. A copy of the notice with an attached statement of the date and manner of delivery written by the officer, director, or agent who delivered such notice, or attendance of the alleged violator at such meeting is sufficient proof of proper notice.

d. If a timely request for a hearing is not received by Secretary of the Council or its designee, the sanction stated in the notice shall be imposed; provided, any proposed sanction may be suspended if the violation is cured or if a cure is diligently commenced within the 15-day period. Such suspension shall not constitute a waiver of the right to sanction future violations of the same or other 'provisions and rules by any Person.

3. Hearing:

a. If a hearing is requested within the allotted 15-day period, the hearing shall be held before the Board in an executive session. The alleged violator shall be afforded a reasonable opportunity to be heard.

b. The minutes of the meeting shall contain a written statement of the hearing results and the sanction, if any, imposed.

c. If it is ruled that the proposed sanction is to be imposed, the proposed sanction shall become effective immediately, shall be deemed to have waived his/her right to a hearing with respect to the violation. If the violation has not been remedied, the proposed sanction shall become effective immediately.

4. Sanctions:

a. After notice and a hearing in accordance with the procedures set forth herein, sanctions for violation of the governing documents will be imposed.

b. The Board may impose reasonable monetary fines which shall constitute a lien upon the violator's property. Penalties shall range from a minimum of \$25 to a maximum of \$500. If it has been determined that it is a continuing violation, the Board may impose additional reasonable daily monetary penalties for each subsequent day of the violation and such continuing penalties shall remain in effect until the Board is notified that the violation has ceased and the Board has confirmed that this in fact is the case. Penalties may vary depending upon the frequency of the nonconformance for the same violation. If a monetary penalty is not paid when due, it shall be considered delinquent and a late charge of \$15 or ten percent (10%) of the amount of the unpaid monetary penalty, whichever is greater, shall be assessed against the violator.

c. Suspension of any Person's right to use the Community Center or other portions of the Areas of Council Responsibility.

d. Suspension of any services provided by the Council to a violator.

e. The Board may elect to enforce by abatement, the exercise of self- help, or by suit at law or in equity to enjoin any violation or to recover monetary damages or both, without the necessity of compliance with the procedures set forth in the Council By-Laws.

f. In any legal action, if the Council prevails, it shall be entitled to recover all costs, including, without limitation, attorneys' fees and court costs, reasonably incurred in such action.

5. Dispute Resolution:

The Council is empowered to impose and enforce procedures and rules designed to encourage the resolution of disputes, including requiring written notice of claims and the structured negotiation or mediation of disputes. Prior to the initiation of any administrative or judicial proceeding by one Association against another or by an Association or any Owner against the Council, the party initiating such action shall comply with the Council's procedures and rules.

Section 2 – Council Facility Rules and Regulations

5.2.1 Authority and Purpose

The Anthem Community Facility Rules and Regulations (the "Rules and Regulations") are established by the Board under the authority described in the Anthem Governing Documents, including, but not limited to the Articles of Incorporation, Bylaws and Declaration. These Rules and Regulations are established to preserve the common areas and Council Facilities of Anthem for the well-being, convenience and safe enjoyment of the Anthem Residents and their guests.

While all Residents are entitled to enjoy the Council Facilities, they must do so while respecting the rights of others using the Council Facilities and adhere to the Code of Conduct, outlined below. Courtesy and common sense must prevail in the proper utilization of the Council Facilities.

This is not necessarily a complete list of all policies, procedures and rules associated with use of Council Facilities. While this is intended to be an accurate reflection of all rules and regulations, Council reserves the right to revise any policies, rules, schedules, etc. with or without notice, as circumstances change (e.g. emergencies, change in personnel, workload, community issues, etc.). All users of Council Facilities are considered to have read, understood and agreed to adhere to the policies and procedures as established by the Council.

1. General Rules and Regulations:

- a. Enforcement of the Rules and Regulations will be handled by Council Staff and/or Council designees (which may include contracted security).
- b. The use of Council Facilities is primarily for the enjoyment of the Residents of Anthem. Residents' guests are accommodated only when such accommodation does not infringe upon the convenience or right of enjoyment of the Residents.
- c. The authority granted to the Council Board to make and enforce such Rules and Regulations as the Council Board deems reasonable and appropriate, is provided in the Bylaws and Declarations and any amendments thereto. The Rules and Regulations made by the Council Board shall be binding upon all homeowners, occupants, invitees, guests, visitors and licensees, if any.
- d. The Declarations and other governing documents require Residents to comply with the rules, regulations and policies adopted by the Council Board. It also sets forth the right of the Council Board to suspend Residents' rights, and the right of the Council Board to charge reasonable admission and other use fees for the use of any Council Facility, including but not limited to, the following:
 - i. The right of the Council to levy reasonable monetary fines;
 - ii. The right to suspend a Resident's right to use Recreational Facilities;
 - iii. The right to suspend services to a Resident;
 - iv. The right to levy assessments against a homeowner;
 - v. The rights of the Council Board to regulate the use of any Council Facilities are vested with the Council Board, including the ability to restrict the use of such areas and Facilities. Such decisions are made at the sole discretion of the Council Board in its exercise of reasonable business judgment.

- e. The Bylaws establish and define the composition and duties of the Council Board, which include making or contracting for repairs, additions and improvements to or alterations of the Council Facilities.
- f. The Board may assess fines for violations of the Declarations, Bylaws, and Rules and Regulations approved by the Board in accordance with procedures adopted in the Council governing documents.
- g. Anthem Community Council, its officers, employees and agents shall not be responsible for any accidents, injury and/or loss of property or damage resulting from use of ACC Facilities by any individual, group or organization.
- h. The Council Facilities include but are not limited to the Community Center and related amenities, Community Park, Liberty Bell Park, Civic Building, walking paths, trails, social courtyard areas with benches, Ramadas, drinking fountains, parking areas, access roads, etc. which may be used by all Residents and guests of Anthem for recreational, social and educational purposes. New Facilities which are provided, created or built following the date of acceptance of these provisions will be governed as though they were listed in this paragraph.
- i. In Council Facilities and all other common area open spaces where pets are not prohibited, pets must be on leashes, accompanied by their owners, and under control at all times. Owners of pets are responsible for the immediate removal and proper disposal of all solid animal waste of such owners' pets. Leashes must be no longer than six feet per Maricopa County Regulations and Arizona ARS 11-1012. Council rules regarding pets and animals may not apply to service animals in accordance with legal requirements.
- j. Assumption of Risk: All use of Council Facilities and all participation in Council activities are purely voluntary. The recreational nature of all Council activities potentially involves some personal or physical risk on the part of the participant. Program participation by a resident or guest is, therefore, interpreted as an acknowledgment and acceptance of the inherent risks.
- k. Smoking and Tobacco Policy: The Council provides a smoke free environment for its Residents and guests. Smoking is not permitted in any indoor/outdoor area of any facility owned by the Council including but not limited to, cigarettes, e-cigarettes, cigars, and/or pipes. The use of smokeless or chewing tobacco is also not allowed on Council owned property.
- l. Personal items should not be left unattended or unsecured in any Council facility.
- m. Political or Religious campaigning is not allowed on Anthem Community Council property unless specifically authorized in writing by the Anthem Community Council CEO or designee.
- n. Bulletin Boards: Only Council-sponsored activities may be promoted on bulletin boards. Religious writing or literature, or commercial solicitation may not be posted on the bulletin boards. Council Staff must approve all announcements before being posted on the bulletin boards in the lobby of the Community Center or Civic Building. Requests may be denied if they are not in compliance with the Declarations.
- o. Specific Rules and Regulations for the Anthem Civic Building can be found in Part 7.
- p. Enforcement of all rules are at the discretion of the Anthem Community Council (ACC). Residents should report any incidents to ACC Staff for appropriate enforcement.

2. Code of Conduct:

Pursuant to the Declaration, each Anthem Resident in good standing (Section 5.1.1), may use the Council Facilities. Anthem Residents and their Guests shall strictly adhere to the following code of conduct and rules and regulations:

- a. Residents must conduct themselves so as not to jeopardize or interfere with the rights and privileges of other Residents or their Guests;
- b. Residents are responsible for the conduct of their guests;
- c. Residents will refrain from loud, profane, indecent or abusive language;
- d. Residents will not harass or accost any other Resident, Guest or Council Staff/representatives; The Harassment policy will be enforced as outlined in section 5.2.9
- e. Residents will not compromise the safety of others or themselves by their actions;
- f. Physical or verbal abuse directed at other Residents, Guests or Council Staff/representatives will not be tolerated;
- g. Residents will be held personally responsible for any intentional damage to Council property;
- h. Residents and Guests shall not reprimand or discipline any Council Staff nor shall they interfere with the management of the Council. Comments and complaints are to be directed to the facility management Staff. The facility management Staff may require that the complaint be submitted in writing before taking action on the complaint; The Harassment policy will be enforced as outlined in section 5.2.9
- i. Residents shall obey all safety rules and shall discontinue unsafe activity when instructed by Council Staff;
- j. Residents, Guests, and other parties are prohibited from profiting financially from the use of the Council Facilities unless otherwise provided for in Section 5 of the Board Policy Manual;
- k. Appropriate attire is required in all Facilities. Additionally, more specific dress code guidelines may be established for hygienic and public safety reasons within Council Facilities. Council Staff is responsible for enforcing these guidelines;
- l. The CEO or designee will inform Residents or Guests of any violation of Council Rules and Regulations and, when necessary, report such actions to the Council Board;
- m. Any Residents who conduct themselves, or allow their Guests to act, in an unbecoming manner or break a Council rule or regulation are subject to disciplinary action, including suspension of resident privileges and fines per section 5.2.1 item 6.

3. Facility Use, Reservations and Scheduling

a. Scheduling Policies: In order to accommodate Residents who use the Council Facilities, it is necessary to properly schedule these activities. Use of meeting rooms, Fitness or other areas that require reservations, without prior notice and approval is prohibited. In establishing schedules, the following policies and stated priorities apply:

i. Council Board and Board-Appointed Committees: Any meeting of the Council Board, as well as all delegated committees of the Council Board, has priority over all other meetings. These meetings will be posted on www.OnlineatAnthem.com, and events, classes, and meetings sponsored by the Council will be scheduled by Council Staff. The use of Council space for temporary emergency services coordination, as authorized by the CEO or designee, may preempt other scheduled activities;

ii. Private Parties: These events will be scheduled by the Council Staff upon completion of a room reservation contract or use agreement which establishes the rates, deposits and other appropriate charges for the meeting Facilities based on room availability. Other private functions may be prohibited if, in the judgment of the ACC Staff, these events would be in conflict with the rules/policies of the Facilities;

iii. Residents and Service Groups: Residents or Service Groups (groups performing services to Anthem Residents, such as rotary clubs or churches) may request meeting space within the Council Facilities provided the activity is in part made up of Anthem Residents, and the request is approved and scheduled by ACC Staff at least 72 hours in advance. Events will be scheduled by the ACC Staff upon completion of a room reservation contract which establishes the rates, deposits and other appropriate charges for the meeting Facilities. These events may be scheduled no earlier than ninety (90) days in advance of the event;

iv. Worship Organizations: Worship organizations which have closed on the purchase of property to build a church, synagogue or other worship facility in the Anthem Community may, in the sole and absolute discretion of the Council Board, be granted the right to use meeting space within the Council Facilities on a limited temporary basis to conduct worship services and related activities.

b. Factors which the Council Board and/or Staff may consider in evaluating a request for use of meeting space include, without limitation:

i. Benefits and costs to the Anthem Residents and the community of allowing the use;

ii. Whether the use complies with the established policy;

iii. Compliance of proposed activities with applicable laws and ordinances;

iv. Whether the use is reasonably designed to provide a needed service to a significant segment of the Residents in the community;

v. The health, safety and welfare of the Residents of the community;

- vi. Room Charges: Usage for non-resident activities and by Residents, service groups, private parties and others are subject to the schedule of rental fees and policies as established by the Council. Any special set-up/tear-down, cleaning, damage, etc, may result in additional charges at any time during the period of the organization's use of the meeting space;
- vii. Council Rights: The Council reserves the right, at all times, to deny, adjust, cancel, reschedule or move rental space as deemed necessary;
- viii. Alcohol: Except for events and activities approved by the Council, alcoholic beverages may not be brought into Council Facilities or on Community property;
- ix. Decoration: Rooms may be decorated in good taste with advanced approval. Under no circumstances will decorations be allowed that permanently may damage or alter the facility. Prior approval by the Council Staff is required in all cases;
- x. Kitchen: A kitchen is not provided. All persons or groups bringing food or beverage into the facility must have advanced approval. Food and beverage use must comply with all applicable Maricopa County and State of Arizona regulations.

c. Reservation Rules and Regulations

- i. Reservations are available only during normal hours of operation, unless prior written approval is obtained. See www.OnlineAtAnthem.com;
- ii. Reservations taken on a first come, first served basis and will be confirmed upon full payment of fees and approval by ACC Staff. Reservations will NOT be held without payment. A Reservation Permit will be issued to the Responsible Party. This permit must be held at the event and presented if requested by Anthem security or Staff;
- iii. Reservations must be paid upon confirmation;
- iv. Responsible party reserving facilities must be at least 18 years of age;
- v. A 2-hour minimum and 6-hour maximum time limit applies on all rentals;
- vi. Facilities must be reserved at least 72 hours in advance. Resident reservations may be made up to 90 days in advance;
- vii. Weekend reservations (Saturday & Sunday) will only be accepted until 2 p.m. on the preceding Thursday;
- viii. Refund requests must be submitted in writing 72 hours prior to the reservation. Refunds will not be granted the day of or any day after a reservation date. Weather related refunds may be given if requested within 72 hours before or after the reservation;

ix. Tennis Courts: If a reservation is not claimed within 15 minutes after the reservation start time, all rights to that reservation are forfeited. Tennis court reservations may be made no earlier than 90 days prior and no later than 72 hours prior to reservation time. If no reservation exists and the courts are not being used for programs, lessons, or Council-sponsored events or activities, courts are available on a “first-come, first-served” basis for Residents and their Guests;

x. Rental of multi-purpose rooms does not include usage of the other Community Center amenities. Guest fees apply for nonresidents May-September;

xi. Groups are responsible for arriving and leaving the facility as scheduled;

xii. Groups are responsible for the proper use of the facility and equipment;

xiii. Groups are responsible for leaving the facility clean and in its original condition. All tables, counters, and sinks must be cleaned and wiped dry. All trash and garbage must be placed in appropriate receptacles;

xiv. The Council may require proof of liability insurance;

xv. Use of special equipment must receive prior approval and be explained fully in the rental application. Insurance will be required for those reservations that incorporate entertainment or amusement games or other features as determined by staff, and in accordance with policy levels determined by staff. The Anthem Community Council, Inc. shall be named as an additional insured and the certificate shall be provided upon request;

xvi. Reservation Request Forms may be obtained from the Community Center Front Desk or at the Council’s website (www.OnlineAtAnthem.com). Request forms must be complete and will be processed as outlined on the request form;

xvii. Special Event Rentals

(i) Council Staff must approve special events not more than 90 and not less than 3 days in advance;

(ii) Council Staff has the right to deny any fund-raising special events, which are inconsistent with policies established by the Council Board;

(iii) Council guest policies apply to all functions;

(iv) A security/cleaning deposit will be required for each such event;

(v) Rental rates are approved by the Council Board and maintained by ACC Staff.

xviii. Non-resident reservations for Ramada use will follow the same outlined procedure with applicable non-resident fee and timeline requirements as outlined in the application;

xix. Reservations or contracting with the Community Center are required for:

(i) Any recreational, athletic, or social event for groups intended for an attendance of 25 or more persons, including spectators;

(ii) Conducting a parade, procession or rally. Conducting an assembly or rally using amplification equipment (also referred to as amplified speech). Temporary use permits may be required by Maricopa County;

(iii) Still photography, celluloid, or digital video filming for commercial purposes;

(iv) Conducting any form of commercial speech. Commercial speech is defined as speech, action or literature, that promotes a product or service for profit or any other commercial purpose;

(v) Teaching or instruction for hire;

(vi) Any arrangements or other written agreement existing between a third-party and another individual, such as sports practices being held for a non-contract entity.

xx. Recreational “open play” times for the Facilities may be posted in both concession areas on the Council’s website at the start of each week. Additionally, this information can be obtained by calling the Community Center Front Desk. “Open play” times are based around program facility requirements, facility rentals and field preparation and maintenance schedules, and are for recreational use only. Open play times cannot be solely claimed by any individual or group.

4. Business Use of Community Center and Parks (not applicable to Civic Building)

a. Requests for use of Community Center and park amenities for business related activities will be reviewed on a case by case basis, but are generally not allowed. The Council reserves the right to disapprove any request at any time with or without cause.

b. For-profit businesses and affiliated coaches/teams will be allowed to utilize Council Facilities provided that the business has satisfied all requirements and executed an Independent Contractor Agreement with the Anthem Community Council. The fee structure will be incorporated as part of the Independent Contractor Agreement. Proper insurance as required by the Independent Contractor Agreement must be maintained by the independent contractor at all times, with the Anthem Community Council named as additional insured.

c. Non-profit businesses will be allowed to utilize Council Facilities (Anthem Community Center, Community Park, Liberty Bell Park, or the sports fields) to conduct its activities provided that the nonprofit business has executed a Rental or Use Agreement with the Anthem Community Council. The rental fee will be charged in accordance with the established fee structure. Rental fees are subject to

change at any time with or without notice. The non-profit business will maintain all insurance required by the Rental Agreement with Anthem Community Council named as additional insured.

d. Anthem Community Council sanctioned activities will take precedence over any and all of the above referenced activities and will be given preferential use of the Facilities. ACC special event related activities are not subject to these guidelines.

5. Parking

This section applies to the Community Center, Community Park, Liberty Bell Park, Opportunity Way Park and Anthem Civic Building parking lots. Parking lots are open for general customer use during the posted hours for the facility that the parking lot serves.

- a. Rules apply to all residents, visitors, guests, invitees, licensees, concessionaires, contractors, tenants, employees and all other users of the lot.
- b. No parking of motorized vehicles is allowed where prohibited by signage, curb painted red or striped pavement.
- c. No motorized vehicles shall be parked or operated on sidewalks except low-speed personal transporters (under 3 mph), and approved ACC maintenance and contractor vehicles.
- d. No unauthorized, inoperable or unregistered vehicles, RVs or Trailers.
- e. Only vehicles with displayed legal handicap parking identification shall park in designated handicap parking spaces.
- f. Parked vehicles must be within designated space markings/single space use only. No RV parking is permitted without prior ACC written authorization.
- g. No reserving or holding of spaces unless specifically authorized by Council Staff. Parking is first come, first served.
- h. Spaces cannot be used for storage or equipment holding without prior ACC written authorization.
- i. No long-term, after-hours or overnight parking.
- j. No repairs other than tire changes or battery jump starting are allowed in ACC parking lots.
- k. Special events utilizing Council Facilities may require other parking restrictions as approved by the ACC. Such rules will be posted and enforced.
- l. Blocking other vehicles or emergency access is prohibited.
- m. Exceptions are made for special uses as determined by the Council.
- n. Council has the authority to enforce parking lot rules and traffic flow to ensure public safety and can modify parking lot rules when necessary.

- o. Violators are subject to towing at owner's expense in accordance with *A.R.S. 9-499.05*.

6. Suspension of Facility Use Privileges for Code of Conduct Violations

a. If Council determines that any Resident is in violation of the above Code of Conduct, it may suspend that Resident's right to use the Council Facilities for a period of time determined reasonable by Council. At least fifteen (15) days prior to suspending a Resident's right to use the Council Facilities, Council shall provide the Resident with a written notice regarding the impending suspension and the reasons for the suspension. If the Resident requests a hearing within fifteen (15) days after the mailing of the written notice, Council shall schedule a hearing with the Council Board prior to suspending the Resident's privileges. If the Resident fails to make a timely request for a hearing, the suspension will take effect automatically fifteen (15) days after the mailing of the notice. Notwithstanding the above, Council shall have the right to immediately suspend a Resident's right to use the Council Facilities, prior to a written notice and hearing, if Council determines in its sole discretion that it is in the best interest of the Council, Council Staff, Residents, guests, or any other person using Council Facilities.

b. If a Resident makes a timely request for a hearing, Council shall schedule a hearing with the Council Board within thirty (30) days of Council receipt of the request. At the hearing, the Resident shall be given a reasonable amount of time to present their appeal, as determined by the Council Board. The Council Board or Designee shall notify the Resident of Council decision within ten (10) days of the hearing.

5.2.2 ACC Community Center Membership and Use

1. The ACC Community Center and related outdoor Facilities function as a recreational complex, providing a wide variety of recreational and leisure programs. Facilities, programs, activities and events may be subject to user fees. The Community Center Facilities and their uses are subject to change by the Council, and include, but are not limited to:

- a. Gymnasium with indoor basketball courts and multi- purpose capabilities for volleyball, badminton, and other related activities;
- b. Health and fitness, including equipment for cardiovascular, strength circuit, free-weight training and group fitness/dance;
- c. Child care;
- d. Multi-purpose program rooms;
- e. Indoor Rockwall;
- f. Teen game room;
- g. Food vending and games area;
- h. Locker room, including family changing areas, shower and toilet Facilities;
- i. Administrative space for management and facility Staff;

j. Outdoor tennis courts and restrooms;

k. Outdoor Water Park with Lap Pool and Dive Well for water sports and lessons, leisure pool with water slides and a water playground structure, children's wading pool, sand volleyball court, restrooms, lifeguard/ first-aid station, vending machines, outdoor grill area, a tot lot playground structure and integrals with large turf area for sunbathing;

l. Anthem Community Park (Skate Park, multiuse Hockey Rink, Basketball courts, Sand Volleyball courts, etc.); Amphitheater, Baseball/Softball/Multiuse Fields, Lake with Catch- Release Fishing, Covered Picnic Areas, Train rides, Open grass areas, Walking paths, Adventure Playground and Splash Pad, Veterans Memorial, etc.

m. Liberty Bell Park and Splash Pad.

2. ACC Community Center Membership Guidelines

The Facilities are made available for use by Anthem Residents and tenants; provided financial commitments to ACC are current, and users abide by the guidelines as stipulated in the Community's Covenants, Rules, Regulations and Guidelines.

Membership privileges include the use of the Community Center Facilities and the privilege of registering for the programs and classes as coordinated by ACC Staff. Resident ID cards will be issued and are required for use of Community Center Facilities. A resident ID card is valid only for the person to whom it is issued, and cannot be loaned, transferred or assigned. Guest fees may be established by the Council Board.

a. Definition:

i. If a Community Center membership is issued in joint names, the members shall jointly designate in writing to the ACC one member to exercise the privileges of the membership (Head of Household), subject to the right to extend such use privileges to other authorized users as provided below;

ii. If a member is a corporation, partnership, sole proprietorship, association, or other legal entity, it shall designate in writing to the Council one or more individuals (as provided below) who are at least 18 years of age and approved by ACC Management, to exercise the privileges of such membership ("Designees"). Such designations may be changed no more than once in any 12-month period, subject to approval of ACC and payment of such change fees as ACC may establish from time to time;

iii. In addition to the member or its Designee, additional persons may be authorized to enjoy the use privileges of the membership as follows: Membership entitles the member, one other adult residing in the same household with the member ("Designated Adult"), and the dependent children of each under the age of 23 who either reside with the member or attend college on a full-time basis, to use the Facilities

in accordance with the use privileges extended to members. Proof of residency may be required each calendar year if changes have occurred;

iv. A member may request that the ACC also authorize a child of the member or the Designated Adult who is 23 years of age or older and who permanently resides on the member's Lot, or a parent of the member or the Designated Adult who permanently resides on the member's Lot, to enjoy such use privileges while residing on the member's Lot; subject to, ACC charging the member a separate fee or additional dues for each such additional person 23 years of age or older who is authorized to enjoy such use privileges.

b. Homeowner Memberships: Each membership includes the Head of Household member and one other (Designated Adult) and their dependent children under the age of 23 who either reside with the member or attend college on a full-time basis.

i. Additional adult memberships are limited to two (2) per household and must be either a child who is 23 years of age or older or a parent of the member or the Designated Adult who permanently resides in the member's household.

(i) Additional members must prove residency with a valid AZ Driver's License or AZ Identification Card (that shows the Anthem address) and pay for membership;

(ii) Pre-pay for one year;

(iii) 1-year membership required, additional memberships only sold in 1-year increments;

(iv) Fees must be pre-paid and are non-refundable and non-transferable;

(v) Dependent children of the additional adult members are eligible for a membership, but those who are 7 years and older will have to pre-pay for their 1-year membership and are subject to item b. Children do not count towards the limit of two additional adult memberships.

ii. All dependent children under 23 will be required to show appropriate legal paperwork such as; birth certificate, adoption papers, custody papers, guardianship papers.

iii. The Fee schedule adopted by the Board will be available at the Community Center.

c. Tenant Memberships: Each tenant membership includes two (2) adults and their dependent children.

i. Landlord must sign the Tenant Membership form affirming the term of the lease and validity of those listed;

ii. A non-refundable administration fee, payable by cash, debit or credit card (no checks or American Express Cards) is required at time of membership activation. The membership

application fee is paid one time per rental address. An annual renewal fee is required to renew the tenant membership at the same rental address. Upon moving to another rental property, the initial fee will be required;

- iii. All members living at the property must be listed on the Lease; landlords must sign verifying tenant information;
- iv. Same rules apply as resident memberships regarding additional members and documentation for dependents;
- v. Lease agreements must be a minimum of six (6) months.

d. Temporary Guest/Short Term Rental Memberships

- i. Valid for temporary guests (grandchildren/parents) staying for extended times or rentals of less than six months;
- ii. A temporary membership fee will apply for 90-day membership;
- iii. Short term rental available for 90 days, 120 days, or 150 days;
- iv. Maximum of two (2) temporary memberships per household at one time;
- v. Professional caregivers will be considered eligible for a one-year membership on an individual basis. If approved, a pre-paid one-year membership fee is required at time of activation. Membership is non-refundable and non-transferable;
- vii. Memberships must be initiated by a current member.

e. Vacation Home Memberships

- i. Valid for one year or 360 total combined uses with no changes in members validated for that period;
- ii. Renewal of membership with any updates is required yearly;
- iii. Up to ten members, including children age 7 and older, and cannot be added after initial set up;
- iv. All members must have their own picture ID and scan each time upon entering the facility;
- v. Same rules apply as for all other Homeowner/Tenant/Guest Memberships.

f. Non-Residential Property Owners Memberships

- i. Includes (2) individual memberships, for the Non-Residential Property Owner(s) or verifiable managing agent;
- ii. Membership must be renewed annually by completing new application.

All other rules and guidelines will apply as outlined in the Facility Guidelines including the Non-Residential Property Owner being current on any moneys due to Council.

g. Daily Guest Fees

i. Guests of Residents are required to pay the daily guest fee. A 10-guest punch pass, which doesn't have an expiration date, is available. Guests 6 years and younger are free;

ii. Resident must accompany their guest to check in at front desk and are responsible for the conduct of their guests;

iii. All fees must be pre-paid and are non-refundable, non-transferable and non-prorated;

iv. Council reserves the right to limit the number of Guests allowed or the number of any individual Guest visits within a calendar year.

3. Exercise/Fitness Area

Persons using exercise equipment do so entirely at their own risk. The Community Center Director or designee is responsible for the operation of the Exercise/Fitness Area. The following rules apply to the Exercise/Fitness Area:

a. Individuals 14 years of age and above may use exercise equipment; children ages 12 and 13 are permitted in the exercise area after completion of the ACC fitness equipment orientation class and if accompanied by an adult;

b. Persons with known medical or physical conditions are advised to consult a physician prior to engaging in exercise activity. The fitness personnel have the authority to require any individual who does not appear to be fit to engage in an activity to stop that activity;

c. All people using the fitness area must be actively working out or supervising or assisting someone actively working out. Individuals who are loitering will be asked to leave the fitness area. Horseplay, running, hanging out, loitering, or loud disruptive behavior (including unnecessary dropping of weights) will not be tolerated;

d. All persons in the aerobics area must be actively participating in an organized class or other instruction, or use solely for their own personal workout not infringing upon others' ability to share use;

e. Appropriate fitness apparel is required including upper body garments and proper athletic footwear; closed-toed shoes must be worn;

f. During peak times (when persons are waiting to use equipment) the use of cardiovascular equipment may be subject to a time limitation;

g. Food and beverages are not permitted in the Fitness Area with the exception of water in capped plastic beverage bottle;

h. Residents and guest must wipe equipment with a sanitizing towel following each use. Portable equipment must be returned to its proper location;

i. The Council provides audio and visual equipment for the enjoyment by all Anthem Residents and guests. Programs will be set by Council Staff to suit the interest of the majority. Portable stereo equipment is permitted only with the use of personal headphones.

4. Water Park/Pool

The Big Splash Water Park is provided for Residents and Guests. Operating hours will be posted. The following rules apply to the Water Park/Pool. Any Resident or Guest failing to abide by the policy below or other safety rules as posted may be asked to leave the pool area or property. The judgment of Council Staff with respect to safety, decorum or sanitation will prevail.

a. The Water Park and Pool are governed by all applicable Maricopa County and State of Arizona regulations related to pool operations;

b. All persons are required to shower prior to entering the Water Park and/or pools. Outdoor showers are located in the back of the lifeguard building;

c. Appropriate swim attire must be worn and properly fastened at all times. No street clothes are permitted in pools (i.e., cut-offs, street shorts, t-shirts, jeans, basketball shorts, street clothes, leotards, etc.) Thong-type swim bottoms are considered inappropriate for either gender;

d. Swimmers may only use the Water Park during "lifeguard" hours of operation. The diving boards will be closed to all swimmers when no lifeguard is on duty;

e. Running, horseplay or rowdiness is not permitted;

f. The use of abusive or loud language will not be tolerated;

g. No diving from pool edge is allowed or in pools not approved for diving;

h. Sound-producing equipment will not be permitted with the exception of Council sponsored fitness classes. Personal sound equipment may only be used with headphones;

i. Any person with open wounds or any illness or disease communicable through the water is prohibited from using swimming pools;

j. The Council provides a smoke free environment for its Residents and guests. Smoking is not permitted in any indoor/outdoor area of any facility owned by the Council including but not limited to, cigarettes, e-cigarettes, cigars, and/or pipes. The use of smokeless or chewing tobacco is also not allowed on Council owned property;

k. Glass containers and chewing gum are strictly prohibited in or around the pool;

l. For safety reasons, personal items such as baby carriages, strollers, chairs, lounges, tables and other items which could obstruct or interfere with access to and from the pool area will not be permitted on the pool deck;

m. Coast Guard-approved flotation devices are permitted in pool only. Please see a lifeguard for approval. Any child wearing a flotation device must have a responsible parent or guardian within arm's length at all times. Inner tubes, baby floats, and rafts are not permitted in the Pool, Dive Well or Water Park;

n. For safety reasons, during rain, thunder and lightning storms or other inclement conditions, Council Staff may clear and close the pools until such inclement condition passes. However, the Council is not responsible for monitoring weather conditions, and each person in the pool area should immediately exit the pool area if these conditions occur;

o. Anyone under the age of 14 must be accompanied by an adult at all times while in the pool or Water Park area;

p. All individuals who are not toilet trained or who are incontinent are required to wear rubber pants;

q. Children 7 years of age and older are not permitted in the tot pool;

r. Food and drinks other than water are ONLY permitted in the designated food areas;

s. Programs and pre-scheduled events will take priority over open swim. Examples of programs and events: swimming lessons, swim team use, etc. Check schedules at the front desk or at www.OnlineAtAnthem.com for up-to-date hours of operation;

t. Minimum height requirement for riding the Water Park's big slides is forty-eight inches (48") and will be enforced diligently;

u. It is recommended that no one swim alone while lifeguards are not on duty;

v. No person under the influence of alcohol or drugs may use the pool;

w. No animals or pets are permitted in or around the pool, deck or other areas of the Water Park; see Community Center Director for rules regarding service animals;

x. Parents of a child who cannot successfully swim 25 meters should keep their child in sight and within arm's reach at all times;

y. All persons using the Pool do so at their own risk. The Council is not responsible for accidents or injuries.

5. Tennis Courts

Tennis court operating hours and other rules are posted. The following rules apply to the tennis courts:

a. Tennis courts are part of the Council Facilities and are for the benefit of Anthem Residents and their invited guests;

b. All players must wear proper tennis attire and tennis shoes;

c. Food, smoking, alcoholic beverages and glass containers are not allowed in the court enclosure. Water and non-alcoholic sports drinks in capped plastic beverage bottles are permitted;

d. Except for programs, lessons, reservations, and Council-sponsored events or activities, courts are available on a "first come-first served" basis. Time limits are as follows:

i. Singles play: 1-1/2 hours court time (including warm-up)

ii. Doubles play: 2 hours court time (including warm-up)

6. Locker Rooms and Showers

a. Lockers and showers are provided for the use and enjoyment of Residents and Guests;

b. Lockers are available on a first-come first-served basis;

c. Lockers can only be used on a daily basis and personal items should be removed prior to the end of each day. Locks are not provided;

d. Locks left on lockers more than one day may be removed by Council Staff;

e. Council is not responsible for any loss or theft.

5.2.3 ACC Community Park

1. The Facilities of the Anthem Community Park are made available for use by Anthem residential owners, tenants, and their guests, provided their financial commitments to the Council and HOA are current and users abide by the guidelines as stipulated in the Community's governing documents. These are in addition to other rules and regulations listed in this section and otherwise established by the Council. This is not an exhaustive list of all policies, procedures and rules associated with the Anthem Community Park. While this is intended to be an accurate reflection of all procedures, management reserves the right to revise any policies, rules, schedules, etc. with or without notice, as circumstances change/require. *In the interest of public safety, health and welfare, requests from Anthem Community Council Staff must be adhered to.*

a. General park hours are from 6 a.m.-10 p.m.

b. Use of special equipment (tents, moon bouncers, etc.) must receive prior approval and be in conjunction with a Ramada rental. No water inflatables or personal generators are allowed;

c. All Residents and guests are expected to conduct themselves in an appropriate manner when using the Park, including cleaning up after use. Abusive language, fighting, and/or unbecoming behavior

towards Staff and other users will not be tolerated and will result in a suspension of privileges or being trespassed from Council property;

- d. Solicitation on Council property is prohibited, including charitable fundraising, distributing flyers, etc., unless authorized by Council Staff as part of a special event or activity;
- e. Pets must be on a six-foot leash at all times per ARS 11-1012. Pets are prohibited from designated sporting Facilities excluding service animals. Picking up after pets is required;
- f. Anthem Community Council special events may be excluded from any or all of the park rules as determined by ACC Staff;
- g. Lakes and waterways shall not be used for swimming, boating or wading;
- h. Firearms or weapons of any type are prohibited per the Anthem Community Council Weapons Policy;
- i. Glass containers and alcoholic beverages are prohibited;
- j. Authorized vehicles must remain on park pathways only, unless authorized by Council Staff for special circumstances, such as special event set-up field maintenance. Golf carts and motor vehicles are not permitted in park with exception of those used by law enforcement agencies and the Anthem Community Council;
- k. Rollerblades, non-motorized scooters, and skateboards are prohibited on all areas except pathways and the skate plaza. Bicycles are prohibited in the skate plaza and on all other areas except pathways);
- l. No RV parking, overnight parking or camping. The Council reserves the right to tow at the vehicle owners expense. See section 5.2.1 #5: Parking;
- m. Grilling/cooking only allowed in park barbeques. No portable grills, open flame, or explosives/fireworks allowed;
- n. Launching objects in the park including any type of golf balls, drones, and rockets, is prohibited;
- o. Personal audio is allowed, and amplified sound is allowed with preapproval by the Council, but volume in both cases must be kept low enough not to disturb other area users and adjacent residential neighborhoods;
- p. Persons that intentionally damage or vandalize park property will be prosecuted;
- q. Reserved ramadas have priority usage. To reserve a facility, contact the Community Center;
- r. All users must comply with criminal littering or polluting laws per ARS 13-1603;
- s. Climbing on the rocks around the lakes is prohibited;

t. Smoking and tobacco use; including but not limited to cigarettes, e-cigarettes, cigars, and/or pipes; and the use of smokeless or chewing tobacco are prohibited;

u. Should weather conditions require, the Park may be closed;

v. Entering locked sporting Facilities is prohibited;

w. Use of motorized planes, drones, helicopters, model rockets and/or boats on ACC property is prohibited;

y. In the interest of public safety, Staff directions must be followed; and

z. Council has a banner policy that must be adhered to by all users.

2. Adventure Playground and Splash Pad

a. Playground hours are 8 a.m. to sunset (times vary by season);

b. Community Park rules apply to Adventure Playground and Splash Pad;

c. No attendant on duty—adult supervision recommended;

d. Play safely and respectfully—use equipment responsible and at own risk;

e. Play surfaces may be hot; use with caution;

f. Appropriate attire and footwear is required;

g. The following are prohibited:

i. Bicycles, skateboards, scooters and rollerblades/skates;

ii. All forms of smoking and tobacco;

iii. Glass containers, chewing gum and alcoholic beverages;

iv. Pets—with the exception of service animals;

h. Splash Pad hours are 8 a.m. to sunset when open on a seasonal basis (check www.OnlineAtAnthem.com for the Splash Pad operating schedule);

i. Adventure Playground rules apply to the Splash Pad, plus the following rules also apply to the Splash Pad:

i. No food of any kind, drinks (with exception of water in capped plastic beverage bottles) or sand are allowed on the Splash Pad areas;

ii. Appropriate attire is required; swim shoes are recommended for safety;

- iii. Running is not allowed on or next to the Splash Pad area for safety purposes;
- iv. If incontinent, tight fitting rubber/plastic pants or a swim diaper must be worn;
- v. Any person with open wounds or any illness or disease communicable through the water is prohibited from using the Splash Pad.

3. Catch and Release Lakes

- a. Due to issues relating to safety, resident privacy, and Residents' health and well-being, fishing is allowed only at the Anthem Community Park lakes from designated areas around the lake;
- b. Privately owned boats of any type are not permitted in any lake. The use of non-motorized toy boats not in excess of three feet (3') in length shall be permitted in Community Park lakes, as posted;
- c. Fresh-water fishing is subject to review by state regulatory agencies. Fishing is "catch and release" only with barbless hooks. Fishing licenses are not required.

4. Skate Park

- a. The Skate Park is a non-supervised, skate at your own risk facility, and designed for skateboarding (34' maximum length), non-motorized scooters and in-line skating (4 wheel maximum per skate) only. No bicycles, motorized vehicles or other wheeled devices are allowed within the Skate Park—violators will be subject to sanctions listed in 3.b, below;
- b. Abusive language, fighting, inappropriate gestures, and/or unbecoming behavior towards Staff and other users will not be tolerated and may result in a removal from park and short term or permanent loss of privileges and/or trespassing charges, as applicable;
- c. No competitive or demonstration events are allowed without prior approval of the Anthem Community Council;
- d. The Park has been designed for all skill levels. Please be courteous to others using the facility;
- e. Spectators must remain outside of the gates. Only skaters and parents assisting younger skaters are permitted within the plaza gates;
- f. No pets in the Skate Park;
- g. No skating when surface is wet, raining and/or electrical storms or during routine maintenance periods. The skate park may close early or entirely during special events;
- h. No litter, graffiti, smoking, food or drink in skating areas. Please keep the park surfaces clean to promote safety and avoid closure of the park for unscheduled cleaning;
- i. Skateboarding, non-motorized scooters and in-line skating are high risk activities. Accidents, collisions or falls while participating in these activities may result in severe injury, paralysis, or even

death. Wearing of helmet, knee pads, elbow pads and wrist guards is strongly recommended. Participate at your own risk;

j. The Skate Park Plaza is open from 7 a.m. to 9:30 p.m., or as otherwise posted.

5. Field Use

The Council will manage its Park amenities in a way that sustains and protects the natural environment, providing recreation opportunities for its Residents while preserving the park's natural beauty. The Council's Park Facilities are privately owned and operated for the recreational enjoyment of Residents and their guests and for the protection and preservation of property and Facilities.

a. "Open Play" times are based around program facility requirements, facility rentals and contracts, and field preparation and maintenance schedules. Periodically, fields may be "rested" to ensure their future sustainability. Use is on a first-come-first-served basis for drop-in unstructured recreational activities. Open play times may not be solely reserved or restrict others shared use.

b. Park property may be closed by Management Staff entirely or for certain uses, including but not limited to special events, over seeding and resting of fields. Weather conditions will be defined by ACC Staff. Such closing shall be posted in advance when possible with the exception of closures as a result of hazardous weather conditions.

5.2.4 Liberty Bell Park and Splash Pad

a. Liberty Bell Park hours are 6 a.m. to sunset (times vary by season);

b. Firearms or weapons of any type are prohibited pursuant to the Anthem Community Council Weapons Policy;

c. Alcohol and all forms of smoking and tobacco are prohibited;

d. Launching objects in the park including any type of golf balls, drones, and rockets, is prohibited;

e. Amplified sound is allowed, but volume must be kept low enough not to disturb other area users and adjacent residential neighborhoods;

f. No RV parking, overnight parking or camping. The Council reserves the right to tow at the vehicle owners expense;

g. No attendant on duty—adult supervision recommended;

h. Play safely and respectfully—use equipment responsibly and at your own risk;

i. Play surfaces may be hot; use with caution;

j. Appropriate attire and footwear is required;

k. Grilling/cooking only allowed in park barbecues. No portable grills, open flame, or explosives/fireworks allowed;

l. Reserved Ramadas have priority usage. To reserve a facility, contact the Community Center. Liberty Bell Splash Pad cannot be reserved;

m. Persons that intentionally damage or vandalize park property will be prosecuted;

n. Liberty Bell Splash Pad hours are 10 a.m. to sunset when open on a seasonal basis (check www.onlineatanthem.com for the Splash Pad operating schedule);

o. Liberty Bell Park rules apply to the Splash Pad, plus the following rules also apply to the Splash Pad:

i. No food of any kind or drinks (with exception of water in capped plastic beverage containers) are allowed on the Splash Pad area;

ii. Appropriate attire is required; swim shoes are recommended for safety;

iii. Running is not allowed on or next to the Splash Pad area for safety purposes;

iv. If incontinent, tight fitting rubber/plastic pants or a swim diaper must be worn;

v. Any person with open wounds or any illness or disease communicable through the water is prohibited from using the Splash Pad.

5.2.5 Anthem Veterans Memorial

The Anthem Veterans Memorial (AVM) is a quiet place of reflection for veterans, their families, and visitors. The AVM stands in the Anthem Community Park, owned and maintained by the Anthem Community Council (ACC). The Memorial is open for viewing during posted hours of operation. Any event or gathering using the AVM as a backdrop must maintain the dignity and respect inherent to the AVM and those visiting it.

1. General Guidelines for Events Using the AVM as the Backdrop. (Any event within 30 feet (30') of the AVM perimeter.)

a. Personal Event Use: This is used to honor a veteran: Celebration of Life; Veteran Retirement; Veteran Ceremony for Special Award Ceremonies. A Celebration of Life is defined as: a gathering of friends and family to remember or pay tribute to a veteran who has passed away and which abides by the conditions listed in "exclusions" below.

b. Military Affiliations: Military Branch, Military-Related Organization/Associations, and Veteran Nonprofit or Veteran Organization Use. This is use by a Branch of the U.S. Armed Forces, a military organization, a veteran or military nonprofit or a nonprofit that serves veterans such as USO, VFW, American Legion, American Legion Auxiliary, Wounded Warriors, etc. for special events such as Armed Forces Branch birthday celebrations, veteran retirement, military organization or nonprofit celebrations, award presentations, etc.

c. Exclusions for Use: Memorial or Funeral services for a veteran; Military Honors - as these are reserved for the time of burial; Caskets, cremains, or burial ceremonies; gun salutes; fundraising efforts; or other events which may cause negative reflection upon the AVM or those visiting it are prohibited.

2. Use Guidelines

- a. User must complete and submit the Anthem Community Council Special Event or Facility Rental Request Forms.
- b. Events associated with the AVM as a backdrop must be free to the public and cannot involve fundraising efforts.
- c. User takes full financial responsibility for damage to the AVM, benches or adjacent lawn/landscaping.
- d. The AVM may not be altered at any time. Nothing may be semi-permanently placed on any part of the AVM at any time. No item(s) may be placed on or affixed to: the AVM glass mosaic Great Seal of the United States, Circle of Honor pavers, pillars, flag pole, benches or other pavers at any time. The position of the flags may not be changed/lowered unless ordered by the AZ Governor or U.S. President. Benches may be used for seating only.
- e. Gun salutes are not permitted.
- f. Special wreaths are permitted if they are displayed on a wreath stand and are located on the sidewalk near the Memorial. All wreaths must have prior approval from ACC staff.
- g. The user will take every caution to protect the integrity of the glass mosaic of The Great Seal of the United States.
- h. Additional guidelines noted on Anthem Community Council rental and event applications apply.
- i. No chairs, tables or other equipment may be placed on the pavers of the Memorial.
- j. No food or drink may be placed on benches or on the pavers.
- k. Podiums must be placed on the grass area around the Memorial or between benches.
- l. Set-up and tear down are the sole responsibility of user. All chairs, tables, sound systems, etc. must be secured at user's expense.
- m. Personal sound equipment is acceptable for events of personal use. Amplified sound is only acceptable at special events. All music played at events must be in keeping with the integrity of the Memorial and park.
- n. All cords for sound systems that cross sidewalks and pathways must have covers.
- o. Anthem Community Council (ACC) property may not be borrowed or rented.
- p. Anthem Community Council (ACC) staff are not available to help coordinate, set up/tear down, or assist with the planning and implementation of personal use functions. Staff will coordinate internally for those events that significantly impact the daily use of the park.

Any event or celebration which requires catering or rental of a Ramada, Community Center rooms, or Civic Building rooms is not included with the AVM Use Guidelines. Separate arrangements must be made for other facility rentals aside from the AVM; additional fees will apply.

3. User Fee Structure

a. Personal Use (as described above): \$25 per hour (two-hour minimum) administrative fee. This fee applies to the NW upper grassy area of the park adjacent to the Memorial, allowing the Memorial to be used as a back drop.

b. Military Affiliations (as described above): No administrative fees apply. Other fees may apply if the gathering falls under Maricopa County's Special Event guidelines (e.g., for extra janitorial or clean up services.)

5.2.6 Dispute Resolution Procedures and Rules

Purpose: It shall be Council's intent to avoid litigation whenever possible. In an effort to achieve this result, the Council Board has adopted the following Dispute Resolution Procedures and Rules.

Policy:

1. Agreement to Avoid Litigation. Council and all Owners and residents, (collectively the "Parties") agree to encourage the amicable resolution of disputes involving the Parties, without the emotional and financial costs of litigation. Accordingly, each Owner and resident agrees to submit those claims, grievances or disputes described in Section 2 ("Claims") subject to the procedures set forth in Section 3 prior to or in lieu of filing suit in any court against Council.

2. Claims. Unless specifically exempted below, all claims, grievances or disputes arising out of or relating to the interpretation, application or enforcement of the Community Covenant, the Council By-Laws, or the Council Articles of Incorporation (collectively the "Governing Documents"), or the rights, obligations and duties of the Parties under the Governing Documents shall be subject to the provisions of Section 3.

a. Notwithstanding the above, unless all parties thereto otherwise agree, the following shall not be Claims and shall not be subject to the provisions of Section 3:

- i. Any suit by the Council against any Owner to collect Assessments or other charges;
- ii. Any suit by the Council to obtain a temporary restraining order (or equivalent emergency equitable relief) and such other ancillary relief as the court may deem necessary in order to maintain the status quo;
- iii. Any suit in which any indispensable party is not a Party, and
- iv. Any suit which otherwise would be barred by any applicable statute of limitations.

b. With the consent of all parties thereto, any of the above may be submitted to the alternative dispute resolution procedures set forth in Section 3.

3. Mandatory Alternative Dispute Resolution Procedures.

a. Notice. Any Owner or resident having a Claim ("Claimant") against Council shall notify Council in writing ("Notice") at least 60 days prior to initiating any lawsuit against Council, stating plainly and concisely:

- i. The nature of the Claim, including the individuals/entities involved, the Claimant's role in the Claim and Council's role in the Claim;
- ii. The legal basis of the Claim (i.e., the specific authority out of which the Claim arises);
- iii. Claimant's proposed remedy; and
- iv. That Claimant will be available to meet with Council to discuss in good faith ways to resolve the Claim.

4. Negotiation and Mediation.

- a. If requested by Council, the Claimant shall meet in person with Council and confer for the purpose of resolving the Claim by good faith negotiation.
- b. If the Parties do not resolve the Claim within 60 days of the date of the Notice (or within such other period as may be agreed upon by the Parties), Council shall have the option, but not the obligation, to require that the Claim be mediated by a third party of the Council's choosing who provides dispute resolution services in the Maricopa County, Arizona area prior to the filing of a lawsuit by any Owner or resident.

5.2.7 Harassment Policy

Purpose: Council and its Board, officers, professional management company, and its employees and staff, are committed to a harassment-free workplace and harassment-free common areas and amenities. In support of this commitment, the Board has adopted the following Harassment Policy.

Policy:

1. It shall be deemed a violation of the Rules and Regulations of the Council for any Owner, tenant or resident to harass another Owner, tenant or resident of Anthem, an employee or contractor of the Council, or an employee or contractor of Council's management company.
2. "Harass" is defined as a single act or series of acts over any period of time that is directed at a specific person that would cause a reasonable person to be seriously alarmed, annoyed or harassed and the conduct in fact seriously alarms, annoys or harasses the person and serves no legitimate purpose.
3. Council shall post the following "no harassment policy" in an appropriate form at appropriate locations:

Anthem Community Council Harassment Policy: It is the policy of the Anthem Community Council to have a harassment free environment for work and leisure on property owned or controlled by the Anthem Community Council. It is a violation of the Anthem Community Council Rules and Regulations for any owner, tenant or resident of property in Anthem to harass another owner, tenant or resident or employee or employee of a contractor of the Anthem Community Council. "Harassment" is defined as "a single act or series of acts over any period of time that is directed at a specific person that would cause a reasonable person to be seriously alarmed, annoyed or harassed and the conduct in fact seriously alarms, annoys or harasses the person and

serves no legitimate purpose.” A violation of this harassment policy is subject to the Council’s enforcement powers including suspension of the privilege of using the Anthem Community Council amenities, imposition of fines, and other remedies available under the law. If Council elects to suspend a Resident’s right to use the Council Facilities, it shall follow the policy as described in Section 5.2.2.

5.2.8 Weapons and Drugs

All property owned by the Anthem Community Council is hereby deemed a mandatory no weapon and no drug zone.

Specifically, that all property defined as “Council Property” in Section 1.20 of the Anthem Declarant of Covenants and Easements (99-0042710 MCR, the “Community Covenant”) is burdened by the Anthem Community Council’s right, pursuant to Section 4.1 of the Community Covenant, to adopt rules and regulations regarding the Council Property.

Therefore:

1. Council’s staff are directed to create and post signage within all Council owned buildings and the Council’s outdoor recreational areas prohibiting the possession of a “Firearm” as that term is defined in A.R.S. Section 13-3101 (A)(4) and Exhibit “A”, a “Prohibited Weapon” as that term is defined in A.R.S. Section 13-3101(A)(8) and Exhibit “A”, a “Deadly Weapon” as that term is defined in A.R.S. Section 13-3101(A)(1) and Exhibit “A”, or an “Explosive” as that term is defined in A.R.S. Section 13-3101(A)(3) and Exhibit “A”, or “Air Pistols/Rifles” as that term is defined in Exhibit A. The Council shall permit the storing of any Firearm in the person’s locked and privately-owned motor vehicle or in a locked compartment on the person’s privately-owned motorcycle, so long as such firearm is not visible from the outside of the motor vehicle or motorcycle, but only to the extent permitted pursuant to A.R.S. Section 12-781.
2. The prohibitions set forth in Section 1 of this Resolution shall not apply to Certified Peace Officers as defined in A.R.S. Section 1-215(27) and A.R.S. Section 38-842(10), whether on or off duty, as well as members of the Maricopa County Sheriff’s North Valley Posse and such authorized members of a sheriff’s volunteer posse that the North Valley Posse may recruit to assist them in their posse functions in Anthem, while uniformed and on duty to perform services on behalf of the ACC, that have been authorized by the Maricopa County Sheriff’s Office to carry firearms and have received firearms training that is approved by the Arizona peace officer standards and training board.
3. Council’s staff are directed to create and post signage within all Council Property prohibiting the possession or use of a “Controlled Substance” as that term is defined in A.R.S. Section 36-2501(A)(3). (More fully described in Exhibit B.)
4. The Rules and Regulations shall be amended to reflect the above prohibitions as soon as possible.

Exhibit A

"Firearm" means any loaded or unloaded handgun, pistol, revolver, rifle, shotgun or other weapon that will expel, is designed to expel or may readily be converted to expel a projectile by the action of an explosive. Firearm does not include a firearm in permanently inoperable condition.

"Prohibited weapon":

A. Includes the following:

- i. An item that is a bomb, grenade, rocket having a propellant charge of more than four ounces or mine and that is explosive, incendiary or poison gas.
- ii. A device that is designed, made or adapted to muffle the report of a firearm.
- iii. A firearm that is capable of shooting more than one shot automatically, without manual reloading, by a single function of the trigger.
- iv. A rifle with a barrel length of less than sixteen inches, or shotgun with a barrel length of less than eighteen inches, or any firearm that is made from a rifle or shotgun and that, as modified, has an overall length of less than twenty-six inches.
- v. An instrument, including a nunchaku, that consists of two or more sticks, clubs, bars or rods to be used as handles, connected by a rope, cord, wire or chain, in the design of a weapon used in connection with the practice of a system of self-defense.
- vi. A breakable container that contains a flammable liquid with a flash point of one hundred fifty degrees Fahrenheit or less and that has a wick or similar device capable of being ignited.
- vii. A chemical or combination of chemicals, compounds or materials, including dry ice, that is possessed or manufactured for the purpose of generating a gas to cause a mechanical failure, rupture or bursting or an explosion or detonation of the chemical or combination of chemicals, compounds or materials.
- viii. An improvised explosive device.
- ix. Any combination of parts or materials that is designed and intended for use in making or converting a device into an item set forth in item (i), (vi) or (viii) of this subdivision.

B. Does not include:

- i. Any fireworks that are imported, distributed or used in compliance with state laws or local ordinances.
- ii. Any propellant, propellant actuated devices or propellant actuated industrial tools that are manufactured, imported or distributed for their intended purposes.
- iii. A device that is commercially manufactured primarily for the purpose of illumination.
- iv. Devices used as part of an approved martial arts class taking place on Anthem Community Council property.

"Deadly weapon" means anything that is designed for lethal use. The term includes a firearm.

"Explosive" means any dynamite, nitroglycerine, black powder, or other similar explosive material, including plastic explosives. Explosive does not include ammunition or ammunition components such as primers, percussion caps, smokeless powder, black powder and black powder substitutes used for hand loading purposes.

“Air Pistols/Rifles” means any item that is designed to resemble a lethal firearm and in which the propelling force is a spring or air.

Exhibit B

4. "Controlled substance" means a drug, substance or immediate precursor in schedules I through V of article 2 of this chapter.

A.R.S. 36-2512. Substances in schedule I

A. The following controlled substances are, unless specifically excepted, included in schedule I

1. Any of the following, including opiates and their isomers, esters, ethers, salts and salts of isomers, esters and ethers, unless specifically excepted, whenever the existence of these isomers, esters, ethers and salts is possible within the specific chemical designation:

- i. Acetyl-alpha-methylfentanyl.
- ii. Allylprodine.
- iii. Alpha-methylthiofentanyl
- iv. Alphacetylmethadol
- v. Alphameprodine
- vi. Alphamethadol
- vii. Alpha-methylfentanyl
- viii. Benzethidine
- ix. Benzylfentanyl and its optical isomers, salts and salts of isomers
- x. Beta-hydroxyfentanyl.
- xi. Beta-hydroxy-3-methylfentanyl
- xii. Betacetylmethado.
- xiii. Betameprodine
- xiv. Betamethadol
- xv. Betaprodine
- xvi. Clonitazene
- xvii. Dextromoramide
- xviii. Diampromide
- xix. Diethylthiambutene
- xx. Difenoxin
- xxi. Dimenoxadol
- xxii. Dimepheptanol
- xxiii. Dimethylthiambutene
- xxiv. Dioxaphetyl butyrate
- xxv. Dipipanone
- xxvi. Ethylmethylthiambutene
- xxvii. Etonitazene

- xxviii. Etoxidine
- xxix. 4-methylaminorex
- xxx. Furethidine
- xxxi. Hydroxypethidine
- xxxii. Ketobemidone
- xxxiii. Levomaramide
- xxxiv. Levophenacymorphan
- xxxv. MPPP (1-methyl-4-phenyl-4-propionoxypiperidine)
- xxxvi. Morpheridine
- xxxvii. Noracymethadol
- xxxviii. Norlevorphanol
- xxxix. Normethadone
 - xl. Norpibanone
 - xli. Para-fluorofentanyl.
 - xlvi. Pepap (1-(2-phenethyl)-4-phenyl-4-acetoxypiperidine)
 - xlvi. Phenadoxone
 - xliv. Phenampromide
 - xliv. Phenomorphan
 - xlvi. Phenoperidine
 - xlvi. Piritramide
 - xlvi. Proheptazine
 - xlvi. Properidine
 - i. Propiram
 - ii. Racemoramide
 - iii. Thenylfentanyl and its optical isomers, salts and salts of isomers
 - iii. Thiofentanyl
 - iv. 3-methylfentanyl
 - iv. 3-methylthiofentanyl
 - vi. Tilidine
 - vii. Trimeperidine

2. Any of the following opium derivatives and their salts, isomers and salts of isomers, unless specifically excepted, whenever the existence of these salts, isomers and salts of isomers is possible within the specific chemical designation:
 - i. Acetorphine
 - ii. Acetyldihydrocodeine
 - iii. Benzylmorphine
 - iv. Codeine methylbromide
 - v. Codeine-n-oxide

- vi. Cyprenorphine
- vii. Desomorphine
- viii. Dihydromorphine
- ix. Drotebanol
- x. Etorphine, except hydrochloride salt
- xi. Heroin
- xii. Hydromorphanol
- xiii. Methyldesorphine
- xiv. Methyldihydromorphine
- xv. Morphine methylbromide
- xvi. Morphine methylsulfonate
- xvii. Morphine-n-oxide
- xviii. Myrophine.
- xix. Nicocodeine
- xx. Nicomorphine
- xxi. Normorphine
- xxii. Pholcodeine
- xxiii. Thebacon

3. Any material, compound, mixture or preparation which contains any quantity of the following hallucinogenic substances and their salts, isomers and salts of isomers, unless specifically excepted or unless listed in another schedule, whenever the existence of these salts, isomers and salts of isomers is possible within the specific chemical designation (for purposes of this paragraph only the term "isomer" includes the optical, position and geometric isomers):
- i. 4-bromo-2, 5-dimethoxyamphetamine
 - ii. 2, 5-dimethoxyamphetamine.
 - iii. 4-methoxyamphetamine
 - iv. 5-methoxy-3, 4-methylenedioxyamphetamine
 - v. 4-methyl-2, 5-dimethoxyamphetamine
 - vi. 3, 4-methylenedioxymethamphetamine (MDMA)
 - vii. 3, 4-methylenedioxy amphetamine
 - viii. 3, 4, 5-trimethoxy amphetamine
 - ix. alpha-ethyltryptamine
 - x. Bufotenine
 - xi. Diethyltryptamine
 - xii. Dimethyltryptamine
 - xiii. Ibogaine
 - xiv. Lysergic acid diethylamide.
 - xv. Cannabis, except the synthetic isomer of delta-9-tetrahydrocannabinol

- xvi. Mescaline.
- xvii. Parahexyl
- xviii. Peyote
- xix. N-ethyl-3-piperidyl benzilate
- xx. N-methyl-3-piperidyl benzilate
- xxi. N-hydroxy-3,4-methylenedioxyamphetamine
- xxii. N,N-Dimethylamphetamine.
- xxiii. 3, 4-methylenedioxy-n-ethylamphetamine
- xxiv. Psilocybin
- xxv. Psilocyn
- xxvi. Ethylamine analog of phencyclidine
- xxvii. Pyrrolidine analog of phencyclidine
- xxviii. 1-(1-(2-thienyl) cyclohexyl) pyrrolidine
- xxix. Thiophene analog of phencyclidine
- xxx. Aminorex
- xxxi. (ee) 4-bromo-2,5-dimethoxyphenethylamine.

4. Any of the following substances having a depressant effect on the central nervous system, including their salts, isomers and salts of isomers, unless specifically excepted or listed in another schedule, whenever the existence of such salts, isomers and salts of isomers is possible within the specific chemical designation:
 - i. Mecloqualone
 - ii. Methaqualone

5. Gamma-hydroxybutyric acid, any salt, hydroxybutyric compound, derivative or preparation of gamma-hydroxybutyric acid, including any isomers, esters and ethers and salts of isomers, esters and ethers of gamma-hydroxybutyric acid, except gamma-butyrolactone if the existence of the isomers, esters and salts is possible within the specific chemical designation. Notwithstanding any other provision of the federal food, drug and cosmetic act, for purposes of security requirements imposed by law or regulation on registered distributors and registered manufacturers, this substance if manufactured, distributed or processed in accordance with an exemption approved under section 505 of the federal food, drug and cosmetic act is a controlled substance in schedule III pursuant to section 36-2514.

6. Any of the following stimulants including their salts, isomers and salts of isomers, unless specifically excepted or listed in another schedule, whenever the existence of these salts, isomers and salts of isomers is possible within the specific chemical designation:
 - iii. Methcathinone
 - iv. Fenethylamine
 - v. N-ethylamphetamine

vi. (+) cis-4-methylaminorex ((+)cis-4,5-dihydro-4-methyl-5- phenyl-2- oxazolamine)

- A. The board may except by rule and compound, mixture or preparation containing any substance listed in this section from the application of all or any part of this chapter if the compound, mixture or preparation contains one or more active medicinal ingredients and if the admixtures are included therein in combinations, quantity, proportion or concentration that vitiates the potential for abuse.

A.R.S. 36-2513. Substances in schedule II

A. The following controlled substances, unless specifically excepted, are included in schedule II:

1. Any of the following substances, whether produced directly or indirectly by extraction from substances of vegetable origin or independently by means of chemical synthesis or by combination of extraction and chemical synthesis:

a.) Opium and opiate and any salt, compound, derivative or preparation of opium or opiate, excluding apomorphine, thebaine-derived butorphanol, dextrorphan, nalbuphine, nalmefene, naloxone and naltrexone and their respective salts, but including the following:

- i. Raw opium
- ii. Opium extracts
- iii. Opium fluid extracts
- iv. Powdered opium
- v. Granulated opium
- vi. Tincture of opium
- vii. Codeine
- viii. Ethylmorphine
- ix. Etorphine hydrochloride
- x. Hydrocodone
- xi. Hydromorphone
- xii. Metopon
- xiii. Morphine
- xiv. Oxycodone
- xv. Oxymorphone
- xvi. Thebaine
- xvii. Levo-alphaacetylmethadol

- B. Any salt, compound, derivative or preparation thereof which is chemically equivalent or identical with any of the substances referred to in subdivision (a) of this paragraph, except that these substances shall not include the isoquinoline alkaloids of opium.
- C. Opium poppy and poppy straw.
- D. Coca leaves and any salt, compound, derivative or preparation of coca leaves, including cocaine and its optical isomers and any salt, compound, derivative or preparation thereof which is chemically equivalent or identical with any of these substances, except that the substances shall not include decocainized coca leaves or extraction of coca leaves, which extractions do not contain cocaine or ecgonine.

- E. Concentrate of poppy straw (the crude extract of poppy straw in either liquid, solid or powder form which contains the phenanthrine alkaloids of the opium poppy).
1. Any of the following, including opiates and isomers, esters, ethers, salts and salts of isomers of the following, whenever the existence of these isomers, esters, ethers and salts is possible within the specific chemical designation, dextrorphan excepted:
 - i. Alfentanil
 - ii. Alphaprodine
 - iii. Anileridine
 - iv. Bezitramide
 - v. Carfentanil
 - vi. Dihydrocodein
 - vii. Diphenoxylate
 - viii. Fentanyl
 - ix. Isomethadone
 - x. Levomethorphan
 - xi. Levorphanol
 - xii. Metazocine
 - xiii. Methadone
 - xiv. Methadone--intermediate, 4-cyano-2-dimethylamino-4, 4-diphenylbutane.
 - xv. Moramide--intermediate, 2-methyl-3-morpholino-1, 1-diphenylpropane-carboxylic acid
 - xvi. Nabilone
 - xvii. Pethidine (meperidine)
 - xxiii. Pethidine--intermediate--A, 4-cyano-1-methyl-4-phenylpiperidine.
 - xix. Pethidine--intermediate--B, ethyl-4-phenylpiperidine-4-carboxylate
 - xx. Pethidine--intermediate--C, 1-methyl-4-phenylpiperidine-4-carboxylic acid
 - xxi. Phenazocine
 - xxii. Phenylacetone
 - xxiii. 1-(2-phenylethyl)-4-phenyl-4-acetyloxypiperidine (pepap), including its optical isomers, salts and salts of isomers
 - xxiv. Piminodine.
 - xxv. Racemethorphan
 - xxvi. Racemorphan
 - xxvii. Sufentanil
 - xxviii. Remifentanil
 3. Any material, compound, mixture or preparation which contains any quantity of the following substances having a potential for abuse associated with a stimulant effect on the central nervous system:
 - i. Amphetamine and its salts, optical isomers and salts of its optical isomers
 - ii. Methamphetamine, including its salts, isomers and salts of isomers
 - iii. Phenmetrazine and its salts

- iv. Methylphenidate
4. Any material, compound, mixture or preparation which contains any quantity of the following substances having a potential for abuse associated with a depressant effect on the central nervous system, including its salts, isomers and salts of isomers whenever the existence of such salts, isomers and salts of isomers is possible within the specific chemical designation:
- i. Amobarbital
 - ii. Glutethimide
 - iii. Pentobarbital
 - iv. Phencyclidine
 - v. Phencyclidine immediate precursors:
 - vi. 1-phenylcyclohexylamine.
 - vii. 1-piperidinocyclohexanecarbonitrile (PCC)
 - viii. Secobarbital
5. The board may except by rule any compound, mixture or preparation containing any substance listed in this section from the application of all or any part of this chapter if the compound, mixture or preparation contains one or more active medicinal ingredients and if the admixtures are included therein in combinations, quantity, proportion or concentration that vitiates the potential for abuse.

A.R.S. 36-2514. Substances in schedule III; definition

A. The following controlled substances are, unless specifically excepted, included in schedule III:

1. Any material, compound, mixture or preparation which contains any quantity of the following substances having a potential for abuse associated with a stimulant effect on the central nervous system, including its salts, isomers, whether optical, position or geometric, and salts of such isomers whenever the existence of such salts, isomers and salts of isomers is possible within the specific chemical designation:

- i. Benzphetamine
- ii. Chlorphentermine
- iii. Clortermine
- iv. Delta-9-tetrahydrocannabinol (synthetic)
- v. Gamma-hydroxybutyric acid, any salt, hydroxybutyric compound, derivative or preparation of gamma-hydroxybutyric acid, including isomers, esters and ethers and salts of isomers, esters and ethers of gamma-hydroxybutyric acid, except gamma-butyrolactone, contained in a drug product for which an application has been approved under section 505 of the federal food, drug and cosmetic act.
- vi. Ketamine
- vii. Phendimetrazine

2. Any material, compound, mixture or preparation which contains any quantity of the following substances having a potential for abuse associated with a depressant effect on the central nervous system:

- a. Any compound, mixture or preparation containing amobarbital, secobarbital, pentobarbital or any salt thereof and one or more other active medicinal ingredients which are not listed in any schedule.
- b. Any suppository dosage form containing amobarbital, secobarbital, pentobarbital or any salt of any of these drugs and approved by the federal act for marketing only as a suppository.

- c. Any substance which contains any quantity of a derivative of barbituric acid or any salt thereof.
 - i. Chlorhexadol
 - ii. Lysergic acid
 - iii. Lysergic acid amide
 - iv. Methyprylon
 - v. Sulfondiethylmethane
 - vi. Sulfonethylmethane.
 - vii. Sulfonmethane
 - viii. Tiletamine/zolazepam (telazol)
- 3. Any material, compound, mixture or preparation containing the narcotic drug nalorphine or any of its salts.
- 4. Any material, compound, mixture or preparation containing the narcotic drug buprenorphine or any of its salts.
- 5. Any material, compound, mixture or preparation containing limited quantities of any of the following narcotic drugs or any salts thereof, calculated as the free anhydrous base or alkaloid:
 - a. Not more than one point eight grams of codeine, or any of its salts, per one hundred milliliters or not more than ninety milligrams per dosage unit with an equal or greater quantity of an isoquinoline alkaloid of opium.
 - b. Not more than one point eight grams of codeine, or any of its salts, per one hundred milliliters or not more than ninety milligrams per dosage unit with one or more active, nonnarcotic ingredients in recognized therapeutic amounts.
 - c. Not more than three hundred milligrams of dihydrocodeinone, or any of its salts, per one hundred milliliters or not more than fifteen milligrams per dosage unit with a fourfold or greater quantity of an isoquinoline alkaloid of opium.
 - d. Not more than three hundred milligrams of dihydrocodeinone, or any of its salts, per one hundred milliliters or not more than fifteen milligrams per dosage unit with one or more active, nonnarcotic ingredients in recognized therapeutic amounts.
 - e. Not more than one point eight grams of dihydrocodeine, or any of its salts, per one hundred milliliters or not more than ninety milligrams per dosage unit with one or more active, one or more active, nonnarcotic ingredients in recognized therapeutic amounts.
 - f. Not more than three hundred milligrams of ethylmorphine, or any of its salts, per one hundred milliliters or not more than fifteen milligrams per dosage unit with one or more active, nonnarcotic ingredients in recognized therapeutic amounts.
 - g. Not more than five hundred milligrams of opium per one hundred milliliters or per one hundred grams or not more than twenty-five milligrams per dosage unit with one or more active, nonnarcotic ingredients in recognized therapeutic amounts.
 - h. Not more than fifty milligrams of morphine, or any of its salts, per one hundred milliliters or per one hundred grams with one or more active, nonnarcotic ingredients in recognized therapeutic amounts.
- 6. Any material, compound, mixture or preparation containing any of the following anabolic steroids but not including United States food and drug administration approved over-the-counter preparations, labeled for animal use or those prescription-only anabolic steroid preparations in combination with a therapeutic amount of a nonanabolic steroid and intended for human use:
 - i. Boldenone.
 - ii. Chlorotestosterone

- iii. Clostebol
- iv. Dehydrochlormethyltestosterone
- v. Dihydrotestosterone
- vi. Drostanolone
- vii. Ethylestrenol
- viii. Fluoxymesterone
- ix. Formebolone
- x. Mesterolone
- xi. Methandienone
- xii. Methandranone
- xiii. Methandriol
- xiv. Methandrostenolone
- xv. Methenolone
- xvi. Methyltestosterone
- xvii. Mibolerone
- xviii. Nandrolone
- xix. Norethandrolone
- xx. Oxandrolone
- xxi. Oxymesterone
- xxii. Oxymetholone
- xxiii. Stanolone
- xxiv. Stanozolol
- xxv. Testolactone
- xxvi. Testosterone
- xxvii. Trenbolone
- xxviii. Any salt, ester or isomer of a drug or substance described or listed in this paragraph, if that salt, ester or isomer promotes muscle growth.

- A. The board may except by rule any compound, mixture or preparation containing any substance listed in this section from the application of all or any part of this chapter if the compound, mixture or preparation contains one or more active medicinal ingredients and if the admixtures are included therein in combinations, quantity, proportion or concentration that vitiates the potential for abuse.
- B. For the purposes of this section, "anabolic steroid" means a growth promoting drug or hormonal substance that is chemically or pharmacologically related to testosterone, other than estrogens, progestins and corticosteroids.

A.R.S. 36-2515. Substances in schedule IV

- A. The following controlled substances are, unless specifically excepted, included in schedule IV:
 - 1. Any material, compound, mixture or preparation that contains any quantity of the following substances having a potential for abuse associated with a stimulant effect on the central nervous system, including its salts, isomers, whether optical, position or geometric, and salts of such isomers whenever the existence of such salts, isomers and salts of isomers is possible within the specific chemical

designation:

- i. Cathine (+4)-norpseudoephedrine
- ii. Diethylpropion
- iii. Fencamfamin
- iv. Fenproporex
- v. Mazindol
- vi. Mefenorex.
- vii. Pemoline (including organometallic complexes and chelates thereof)
- viii. Phentermine.
- ix. Pipradrol.
- x. SPA((-)-1-dimethylamino-1, 2-diphenylethane)
- xi. Butorphanol
- xii. Modafinil
- xiii. Sibutramine

2. Any material, compound, mixture or preparation that contains any quantity of the following substances having a potential for abuse associated with a depressant effect on the central nervous system, including its salts, isomers and salts of isomers whenever the existence of such salts, isomers and salts of isomers is possible within the specific chemical designation:

- xiv. Alprazolam
- xv. Barbital
- xvi. Bromazepam
- xvii. Camazepam
- xviii. Chloral betaine
- xix. Chloral hydrate
- xx. Chlordiazepoxide
- xxi. Clobazam
- xxii. Clonazepam
- xxiii. Chlorazepate
- xxiv. Clotiazepam
- xxv. Cloxazolam
- xxvi. Delorazepam
- xxvii. Diazepam
- xxviii. Dichloralphenazone
- xxix. Estazolam
- xxx. Ethchlorvynol
- xxxi. Ethinamate
- xxxii. Ethyl loflazepate
- xxxiii. Fludiazepam
- xxxiv. Flunitrazepam

- xxxv. Flurazepam
- xxxvi. Halazepam
- xxxvii. Haloxazolam
- xxxviii. Ketazolam
- xxxix. Loprazolam
 - xl. Lorazepam
 - xli. Lormetazepam
 - xl. Mebutamate
 - xliii. Medazepam
 - xliv. Meprobamate
 - xl. Methohexital
 - xlvi. Methylphenobarbital (methobarbital)
- xlvii. Midazolam
- xlviii. Nimetazepam
- xl. Nitrazepam
 - l. Nordiazepam
 - li. Oxazepam
 - lii. Oxazolam
 - liii. Paraldehyde
 - liv. Petrichloral
 - lv. Phenobarbital
 - lvi. Pinazepam
 - lvii. Prazepam
 - lviii. Quazepam
 - lix. Temazepam
 - lx. Tetrazepam
 - lxi. Triazolam
 - lxii. Zaleplon
 - lxiii. Zolpidem

3. Fenfluramine.

4. Any material, compound, mixture or preparation containing any of the following narcotic drugs, or their salts, calculated as the free anhydrous base or alkaloid, in limited quantities of not more than one milligram of difenoxin and not less than twenty-five micrograms of atropine sulfate per dosage unit.

5. Any material, compound, mixture or preparation that contains any quantity of the following substances, including its salts:

- i. Carisoprodol.
- ii. Dextropropoxyphene (alpha-(+)-4-dimethylamino-1, 2-diphenyl- 3-methyl-2-propionoxybutane)
- iii. (c) Pentazocine.
- iv. The board may except by rule any compound, mixture or preparation containing any

substance listed in this section from the application of all or any part of this chapter if the compound, mixture or preparation contains one or more active medicinal ingredients and if the admixtures are included therein in combinations, quantity, proportion or concentration that vitiates the potential for abuse.

A.R.S. 36-2516. Substances in schedule V

The following controlled substances or controlled substance precursors are included in schedule V:

1. Any compound, mixture or preparation containing limited quantities of any of the following narcotic drugs, calculated as the free anhydrous base or alkaloid, which also contains one or more nonnarcotic active medicinal ingredients in sufficient proportion to confer upon the compound, mixture or preparation valuable medicinal qualities other than those possessed by the narcotic drug alone:
 - i. Not more than two hundred milligrams of codeine, or any of its salts, per one hundred milliliters or per one hundred grams.
 - ii. Not more than one hundred milligrams of dihydrocodeine, or any of its salts, per one hundred milliliters or per one hundred grams.
 - iii. Not more than one hundred milligrams of ethylmorphine, or any of its salts, per one hundred milliliters or per one hundred grams.
 - iv. Not more than 2.5 milligrams of diphenoxylate and not less than twenty-five micrograms of atropine sulfate per dosage unit.
 - v. Not more than one hundred milligrams of opium per one hundred milliliters or per one hundred grams.
 - vi. Not more than 0.5 milligram of difenoxin and not less than twenty-five micrograms of atropine sulfate per dosage unit.
2. Unless specifically excepted or listed in another schedule, any material, compound, mixture or preparation containing pyrovalerone.
3. Any compound or preparation containing the single active ingredient ephedrine or any of its salts.

5.2.9 Opportunity Way Park

This private park is for the enjoyment of Anthem residents and authorized guests.

- a. Park hours are 6 a.m. to sunset April – September and 7 a.m. to sunset October – March;
- b. In the interest of public safety, Anthem Community Council (ACC) staff and/or their designees and law enforcement directions must be followed; patrons must leave the park if instructed;
- c. Pets must be on leashes that do not exceed six feet in length (A.R.S. 11-1012). Pick up after pets;
- d. Inline skates, scooters, bicycles, wheeled boards or other similar devices are only allowed on paved pathways. All other areas are for foot traffic only;
- e. ACC staff and/or their designees and law enforcement have the authority to close the park should conditions require;
- f. Special equipment (i.e. tents, bounce houses) must receive prior approval and be in conjunction with a facility rental;
- g. Reserved Ramadas and sports fields have priority usage; to make reservations contact the Community Center for fees and additional requirements;

- h. Be respectful of others; limit or rotate play on courts/equipment. Use play equipment responsibly and at own risk; additional guidelines and rules may apply to amenities within;
- i. The following are prohibited:
 - i. Entering park/facilities when closed or locked;
 - ii. Abusive language, fighting and/or inappropriate behavior;
 - iii. Glass containers and alcoholic beverages;
 - iv. Solicitation, fundraising, distributing information or conducting unauthorized business;
 - v. Damaging or vandalizing park facilities or landscaping;
 - vi. Littering/polluting (A.R.S. 13-1603);
 - vii. Firearms and deadly weapons (A.R.S. 13-3101), unless stored in locked vehicle;
 - viii. All forms of smoking and tobacco use;
 - ix. RV parking, overnight parking or camping; vehicles may be towed at owner's expense;
 - x. Portable grills or open flames, except in built-in BBQs;
 - xi. Amplified sound; personal audio is allowed (volume/content must not disturb others);
 - xii. Launching objects, including golf balls, fireworks/explosives, drones, etc.;
 - xiii. Climbing on rocks and trees;
 - xiv. Motorized or remote-controlled planes, helicopters and/or model rockets;
 - xv. Golf carts and motor vehicle use, unless authorized by ACC;
 - xvi. Feeding, holding, harming or harassing wildlife.

Property is under 24-hour recorded surveillance. Report violators or suspicious activity: 623-879-3011 during business hours, or 911.

The park, and all of the amenities therein, is private property owned and maintained by the ACC for the exclusive use of Anthem residents and authorized guests. No trespassing; violators may be subject to prosecution (A.R.S. 13-1502.A1). ACC staff and/or agents shall not be responsible for any accident, injury, loss of property or damage resulting from the use of ACC facilities by any individual, group or organization.

Violations of guidelines may result in loss of privileges or prosecution.

For a comprehensive list of facility rules, visit OnlineAtAnthem.com

Part 6: Special Events, Advertising and Other Signage

Section 1 - Events, Advertising and Signage

6.1.1 Special Events Review and Approval

1. The Board delegates authority to the CEO and COO to review, approve, deny, modify or refer to the Board, the following "special event" requests that require Council approval pursuant to the Supplemental Declaration of CC&Rs for specific non-residential properties:

- a. Requests for outdoor special events and related outdoor activities and displays; and
- b. Requests for fund raising activities involving non-profit, civic, community or charitable groups.

2. The CEO and COO shall review and take action on such requests in accordance with the Supplemental Declaration of CC&Rs for each property and other relevant Council policies and practices.

6.1.2 Banner Application, Guidelines and Location Policy

1. Banner Request Process:

- a. An application form (and accompanying documentation) must be completed and submitted to Special Events Director at least 45 days before the event. Any request submitted after this time frame may not be eligible.
- b. An 8 ½ x 11 proof of your banner must also accompany the application. (Must show font and color schemes.)
- c. Application packet will be reviewed and considered for approval within 14 days, at which time, the applicant will be notified of the status.
- d. If approved, applicant will deliver approved banners to the Community Park Maintenance Building 14 days prior to event.
- e. Banners are permitted to hang 10 days prior to event and removed the last day of the event.
- f. Banners will be available for pick up 2 days after the last day of the event at the Community Park Maintenance Building. Banners will be disposed of if not picked up 14 days after event.

2. Banner Guidelines:

- a. Banners must have a 4'x10' dimension for the street corner locations, and a 3'x12' dimension for the community center. A 3'x5' banner will be required if multiple banners will be on display (excluding community center. Final banner size will be approved by the Anthem Community Council and applicant will be notified. (Banner size requirements are subject to change.)
- b. Event name must be the prominent display on the banner.
- c. Sponsor names and logos cannot exceed 25% of the banner dimensions.
- d. One banner at each location, per organization, is permitted (if available.)
- e. Maximum of two banners, representing two separate events, is permitted at each banner placement location.
- f. Available dates will be scheduled on a first come – first serve basis.
- g. Once banners have been approved, anything submitted that does not meet approved standards or guidelines will be taken down.

3. Banner Location Options:

- a. Anthem Way & Gavilan Peak (southeast corner)
- b. Daisy Mountain just east of I-17
- c. Above Anthem Community Center entry way
- d. Council sponsored events or partnership events will take precedence over all other events (I.e. Anthem Days, Music in May, Independence Day, Autumnfest, Parade, Triathlons, etc.). Council sponsored events will be allowed banner placement at all locations, 3 weeks prior to the event, and may display sponsor information as needed. Council sponsored events may place banners throughout Council property as approved. During those three weeks prior to the above events, ONLY Council Sponsored Event and/or Partnership Event banners will be allowed on Council Property. Council approved events may be eligible for banner placement in other areas of the park. Council is not responsible for damage to or theft of banners while on Council property.

6.1.3 Temporary On-Site Advertising Devices

Purpose: Council strives to support and promote local commerce throughout Anthem Arizona. Recognizing the need of non-residential entities to advertise, Council has established guidelines for advance requests to permit temporary display of advertising devices. Council may grant exceptions to this policy per relevant CC&R terms. Display of devices may also be subject to regulations of the City of Phoenix, County of Maricopa, or other agencies.

Policy:

1. No advertising device of any type shall be displayed upon any lot without the prior written approval of an application to Council. Note: Property owner or managing agent for the owner may stipulate upon a tenant additional conditions more stringent than those within this policy.
2. Term of approval shall not exceed 30 days, four times per year [non- consecutive] with the exception of one 90-day approval of interim signage for an entity awaiting City/County approval of permanent exterior signage.
3. Devices approved may be displayed only upon the property of the non- residential applicant. Under no circumstance may any device encroach upon city/county/state easements or public right-of-way.
4. Application Requirements
 - a. Application must be signed by property owner or managing agent for property owner.
 - b. Application must be received by Council at least 15 days in advance of desired start date.
 - c. Applicant must provide conceptual rendering and dimensions of desired advertising device.
 - d. Application to be submitted by e-mail: ccs@anthemcouncil.com or by fax: 623-742-6170 or by mail: Anthem Community Council 3701 W. Anthem Way, Anthem, AZ 85086

5. Acceptable Devices

- a. Banner
- b. Window Signage c. A-Frame signs
- d. Flutter Flag
- e. Banner Regulations
 - i. Maximum size of 4'x10' for lot less than four acres. Maximum of 240 square feet for lot over four acres.
 - ii. Must be professionally produced and securely fastened to a building, without use of visible tie downs.
- f. Window Regulations
 - i. Signage may not exceed 20 percent of total window frontage.
 - ii. Signage may not be displayed upon any glass door.
- g. A-Frame Regulations
 - i. Maximum dimensions 25" (W) x 50" (H).
 - ii. Professionally fabricated.
 - iii. No overnight display.
- h. Flutter Flag Regulations
 - i. Maximum height 12 feet.
 - ii. Professionally fabricated.
 - iii. No overnight display.
- i. Non-compliance shall be addressed in accordance with the Violation Enforcement Process & Fine Policy.

6.1.4 Event Permit Application

The Board authorizes and empowers the CEO and/or COO of Council to execute, acknowledge and deliver such documents, instruments and papers and perform such legal acts as may be reasonably required or necessary for the purpose of obtaining performance assurance (surety bonds) in favor of Maricopa County, Arizona to insure performance in compliance with approvals and or permits as applied for, and all other associated paperwork required for special events at Community Park, located in Maricopa County, Arizona

6.1.5 Facilities Naming Policy

Purpose: Council owns numerous facilities and common areas, many of which are not named or dedicated to any person or entity. This Facilities Naming Policy shall set forth the guidelines for Council to name (or change the name) or dedicate any facility or common area after a person or entity.

Policy:

1. The Board shall have the authority to name a Council owned facility and amenity, consistent with the Council's governing documents regarding policy approval. Renaming facilities that have long established names and identities is discouraged.
2. For the purpose of this policy, a facility or amenity includes the following property assets under the Council's ownership and control: buildings and interior spaces, recreation facilities, sports fields, parks and trails.
3. The following criteria shall be used in determining the names for Council owned facilities and amenities:
 - a. Geographical location;
 - b. Nearby natural or geological features;
 - c. Cultural or historical significance to the community or neighborhood;
 - d. The name of a non-living person who is honored for extraordinary heroism in service to the community, including but not limited to "first responders" who died while serving and protecting Anthem; and who has been deceased for a period of at least one year (these criteria may be overridden by a super majority vote of the Board).
 - e. The name of an individual or organization who has made a substantial and financially significant donation of money or property to build, renovate or replace a Council owned facility or amenity for the betterment of the community.
4. The following process shall be used in determining the names for Council owned facilities and amenities:
 - a. Naming requests will only be considered on an annual cycle and timeline or as requested by the Board.
 - b. Naming requests that meet the above criteria shall be submitted to the CEO or designee on a comprehensive nomination form. Written authorization of the nominee's closest relative shall be included in any nomination involving a deceased person under section 3.d, above.
 - c. The CEO or designee shall review the request and if complete and consistent with the naming criteria, shall notify the Board and forward the request along with staff comments regarding financial, operational or other pertinent implications, to the Community Planning and Development Committee (CPD). The CPD shall solicit and receive comments from the public as part of a regular open Committee meeting and shall forward a written advisory recommendation to the Board through the CEO or designee.

d. The Board shall receive the written advisory recommendation from the CPD, along with staff comments regarding financial, operational or other pertinent implications, and solicit and receive comments from the public as part of a regular open Board meeting and take formal action on the naming request.

e. The CEO or designee shall notify the requesting party and other appropriate entities of the Board's action regarding the naming request.

5. Any plaques, signs, markers or structures associated with the naming of a Council owned facility or amenity shall be approved by the Council and to the extent possible or appropriate, shall be acquired and/or maintained with private donations.

6. This policy does not obligate the Board to name all facilities identified in section 2.

Section 6.1.6 Non-Residential/Commercial Rules and Regulations for LED Monument Usage

1. Rules for LED Monument Use

The intention of a LED monument sign is to minimize the need for banners and/or A-Frame signs to display announcements, community events, activities, emergency notifications, etc. In an effort to enhance support of the business community, guidelines have been created to allow for the addition of approved LED monument signs on relevant non-residential/commercial properties in the community. These provisions are established as a reasonable and impartial method of regulating signs in order to ensure public safety, reduce hazards at intersections, protect property values of the community and enhance the aesthetics of the community. All submittals for the addition of a LED sign on a non-residential/commercial property must follow the Anthem Community Council rules and regulations, as noted below, along with applicable Maricopa County and/or City of Phoenix policies and procedures.

2. Definitions

- a. Electronic message board - Any sign or portion of a sign that uses changing lights to form a sign message or messages in text form wherein the sequence of messages and the rate of change is electronically programmed and can be modified by electronic processes. Interchangeable with LED sign.
- b. Flashing sign - A sign, the illumination of which is intermittently on and off so as to flash or blink, or the intensity varies so as to appear to flash or blink. Such signs are prohibited. (Per Maricopa County Zoning Ordinance)
- c. LED - A device that lights up and displays information when electricity passes through it. LED is an abbreviation of "light-emitting diode." Interchangeable with electronic message board.
- d. LED sign - All or part of a sign that contains static messages only or changes static copy no more frequently than once every eight (8) seconds and shall not have "fade" or "dissolve" transitions, or full animation or video, or similar subtle transitions or frame effects that have the appearance of moving text or images. (Per Maricopa County Zoning Ordinance)

- e. Monument Sign - A ground mounted sign generally having a low profile with little or no open space between the ground and the sign and having a structure constructed of masonry, aluminum or materials similar in appearance.
- f. Sign Dimensions - The height of the sign shall be the vertical dimension from the highest point of the structure to the top of the base. Monument height shall be limited to 8' high (not including the base), with a total width not to exceed 12'. In the event that one or more of the sign footings is located on a slope, the height of the sign shall be measured from the highest adjacent surface.

3. Regulations

For all relevant non-residential/commercial properties, the following guidelines for LED monument signs shall apply:

- a. Sign Location:
 - i. Only one freestanding LED monument sign structure will be permitted per applicable commercial complex regardless of the number of street frontages, size of complex, and/or number of establishments and shall be considered as the primary ground sign for that complex. If a freestanding LED sign is located on a property, all existing monument signs on the same property shall be removed before installing a proposed freestanding LED sign, unless existing monument sign will be retrofitted for LED usage. If the approved commercial complex has two main street entrances, one LED and one standard monument may be allowed. Commercial complex boundaries will be determined at the sole discretion of the ACC, in conjunction with Supplemental Declarations. Locations with multiple vendors/organizations must work directly with property owner to determine shared usage of any LED monument sign on the property.
 - ii. No sign shall be located in such a manner so as to obstruct free or clear vision, or otherwise cause hazards for vehicular or pedestrian traffic by reason of location, shape, illumination or color per Maricopa County Zoning Ordinance.
 - iii. LED monument signs shall be limited to ground signs only.
 - iv. No sign shall be erected, replaced or relocated so as to prevent free use of any required door, window, fire escape, emergency exit or standpipe.
 - v. No sign shall be located on, or attached to, any public property.
 - vi. Setbacks for all signs shall be measured from the leading edge of the sign as determined by Maricopa County or City of Phoenix guidelines.
 - vii. Per Anthem Community Council Design Guidelines, surrounding landscaping is to be used to enhance the appearance of the monument.
 - viii. Water lines for landscaping around the LED sign must follow the current Anthem Community Council Design Guidelines.

- ix. All signs designed or equipped to be connected to electricity in any way shall be approved by county/city officials, and shall not be connected to any source of electrical power until such connection meets all applicable city, state and National Electric Code.
- x. Should re-grading of the ground where the LED monument sign is to be installed be necessary, drawings of the re-grading, created by an industry professional, along with reason and intent must be submitted to the Anthem Community Council Code and Business Services Specialist along with the sign installation request application.

b. Sign Size:

All monument signs, including LED and non-LED displays, must adhere to the Anthem Commercial Design Guidelines and size restrictions.

The electronic message display board area shall be fully framed and shall be subject to the following size limitations:

	Max. Number	Max. Base	Max. Height	Max. Width
Electronic Message Board Active View Area	1 per cabinet	18" (not included in measurement of height)	5 ft	10 ft
Monument Sign & Cabinet	1 per complex	18 "(not included in measurement of height)	8 ft	12 ft

c. Sign Display:

- i. LED monuments may only display from 6 a.m. to 10 p.m. daily, per Maricopa County Dark Sky Ordinance.
- ii. Full color, single color and grayscale LED displays are permitted. One LED message board is allowed within the monument sign.
- iii. Streaming is allowed; minimum display time for LEDs shall not change the message more than once every 8 seconds, per Maricopa County Zoning Ordinance.
- iv. Announcements should be limited to events and messages that apply to the property/organization that owns/manages the LED sign.
- v. Any display of Anthem Community Council events must be preapproved by the Anthem Community Council Communications Director.
- vi. Messages displayed on LED monuments should be relating to a business, event, goods, profession or service being conducted, sold or offered on the same premise as where the sign is located.
- vii. No sign shall have blinking, flashing, fluttering lights, animated figures, scrolling text or audible messages.

- viii. All LED monuments must be equipped with a photo sensor that will automatically adjust the LED brightness in direct correlation with ambient light conditions. The LED monument brightness shall be limited to a maximum level of 0.3 foot candles above ambient light conditions at all times, as measured using a footcandle meter at a preset distance depending on sign size. Measuring distances shall be as follows:
 - a. 0-100 square foot sign to be measured from 100 feet from the source
- d. Sign Maintenance: It is expected that all LED monuments be kept in a working viable condition having regular maintenance. Guidelines applicable to said maintenance include:
 - i. All signs, support structures, braces, guys, anchors and electrical equipment shall be kept in safe repair and shall be well maintained.
 - ii. All signs and support structures shall be maintained in such a manner so as to allow a clear and unobstructed view of traffic when approaching an intersection or exiting or entering private property.
 - iii. The area around all signs shall be properly maintained, clear of brush, trees and other obstacles so as to make signs readily visible.
 - iv. All burned out display boards or damaged panels shall be promptly replaced.
 - v. All sign copy shall be maintained securely to the sign face and all missing copy shall be timely replaced.
 - vi. Any monument failing to meet these requirements shall be repaired or replaced by the owner within fourteen (14) business days from the date of the written notification received from the Anthem Community Council and/or county/city at owner's expense. Failure to comply with a written notice from the ACC may incur fines of \$50 per day or occurrence per the ACC Fine Policy.
- e. Sign Removal: The following provisions shall apply for the removal of abandoned, nonconforming or obsolete signs:
 - i. Abandoned or obsolete monuments, shall be removed within ninety (90) days of written notification from the Anthem Community Council and/or county/city.
 - ii. Any monument that is declared to be non-conforming or one that is erected or placed in violation of this policy, Anthem Design Guidelines or other applicable code, shall be removed immediately upon notification from the Anthem Community Council and/or county/city.
 - iii. Any monument found by the Anthem Community Council and/or county/city to present an immediate danger to the public shall be immediately repaired or removed.
 - iv. Any property that has moved, closed, been abandoned, etc., having an LED monument shall remove said monument within 30 days after becoming either obsolete or abandoned. Immediately after monument removal, ground area restoration shall be conducted to restore the area around and over where the monument stood. All utilities should be shut

down. The owner/agent or lessee of the property on which the monument is located shall be responsible for its removal, surface restoration and shall be subject to general penalties for failure to comply with the provisions stated herein.

f. General Rules:

- i. A maximum of ten (10) LED monument signs may be approved and installed per year on a first come, first served basis.
- ii. LED Monument Signs must display the name of the entity/business along with the property address, separate and apart from the electronic message board. The name and address must be illuminated either by backlighting or landscape lighting.
- iii. All signs shall be erected, replaced or relocated in accordance with the Anthem Community Council Non-Residential Design Guidelines.
- iv. The Anthem Community Council reserves the right to place approved LED monument signage on Council owned community interest property to enhance communication and resident relations.
- v. The Anthem Community Council reserves the right to amend LED Monument Sign requirements and/or rules of use.

The Anthem Community Council does not govern property owned by Deer Valley Unified School District or any other public school, pursuant to A.R.S. 33-1801.

6.1.7 Amplified Sound

Amphitheater Hourly Rental Rates (Two Hour Minimum): \$36 – residents; \$75 – non-profits; \$100 – corporate; \$100 – non-residents.

Required at time of reservation:

- Special Event Request Form (completed and signed)
- Special Event Application Fee (\$25) Required once event is approved.

Required at time of reservation:

- Certificate of Insurance naming the ACC as additional insured.
- Refundable security deposit (\$250) in the form of ACC-accepted credit card.
- Non-refundable “Amplified Sound Permit Fee” (\$100), if applicable.
- Rental Invoice payment.

Conditions of Amplified Sound at the Amphitheater:

- Speakers must be positioned in accordance with established ACC standards.
- Amplified sound is limited to two (2) hours maximum per event rental.

- Renter is responsible for adhering to the Maricopa County Noise Ordinance. If renter is in violation of this ordinance, or if the sound emanating from the event is disruptive to neighboring park guests or homeowners, renter may be required to reduce or cease the amplified sound.

Security Deposit: Collected at least 30 days prior to the event. Deposit will be refunded if conditions are met. No or partial refund for the following violations:

- Damage to premises.
- Violation of Amplified Sound Permit conditions.
- Excess waste: beyond what is manageable with scheduled daily park janitorial service or additional required janitorial service.
- Information provided on Special Event Request Form was misleading or false; such as attendance in excess of projections that results in adverse impacts.
- Violation of any Community Park rules.

The Anthem Community Council reserves the right to deny any special event or amplified sound request.

Part 7: Anthem Civic Building Philosophies, Rules, Regulations, and Fee Structure

Section 1 –Anthem Civic Building Philosophies

7.1.1 General Building Use Philosophies

It is the belief of the Anthem Community Council (ACC) that the Anthem Civic Building (ACB) exists for the residents of Anthem, social groups, organizations and businesses to gather in a quiet environment that is welcoming to all.

In addition to housing the Anthem Community Council offices, Homeowners’ Associations and Maricopa County Sheriff’s Office (MCSO) substation, it serves as a multi-purpose facility intended to encourage social, cultural, civic and educational enrichment, as well as fitness activities for Anthem residents.

Programs will be developed to provide a widerange of opportunities for the enrichment, education and self-improvement of the residents of Anthem.

It is the mission of the Anthem Community Council staff to operate the Anthem Civic Building in a courteous and professional manner; to provide outstanding customer service; and to be responsive to facility reservation requests in a timely manner.

The Anthem Civic Building operating hours will be determined by the ACC as appropriate. Events outside of the operating hours on weekdays and Saturday evenings will be considered at higher rates to cover after hours costs. Operating hours are subject to change.

The Anthem Community Council is committed to making the use of the building affordable to all with a fee structure based on type of event, space needed, day and time of event, and user. The nominal fee will cover operating costs such as staffing and room set-up. Meeting rooms will be charged on a per-hour basis.

Definitions

Resident of Anthem refers to anyone who lives in Anthem or owns property in Anthem or is a resident of Bella Rosa. Proof of residency may be required in order to receive Resident rate.

Non-resident is an individual who does not live in Anthem or own property in Anthem.

Non-profit organization refers to a corporation recognized by the state of Arizona as being a nonprofit corporation. Proof of non-profit status may be required at the time of the reservation request.

7.1.2 Building Use- Rentals and Reservations

1. A two (2)-hour minimum is required for all reservations outside of normal business hours.
2. Any person making the reservation must be over the age of 18 and must be present at the event.
3. In order to secure a reservation, payment in full is required for all rentals less than \$100 and a signed Rental Request Form must be submitted. Rentals exceeding \$100 must secure reservation by paying 50% of the rental fee, a damage deposit of \$100 and submit a signed Rental Request Form.
4. The damage deposit fee is a separate fee to ensure the room is left in good condition and the terms of the rental agreement are met; it is not payment toward the room rental fee. Depending on event size, an additional deposit may be required. The remaining rental fee balance will be due one month prior to the rental date.
5. If it is determined that the condition of any part of the facility, furniture, or equipment has been damaged or is missing resulting from the activities of the person or group renting the room (or their guests), the damage deposit will not be returned in part or in whole and additional replacement/repair costs in excess of the damage deposit will be billed back to the renter.
6. Deposit is refundable if room is left in good condition and there is no damage. Refund check will be issued and returned by mail within thirty (30) days of event. If deposit was on credit card, a credit will be processed on the credit card.
7. Community Room rentals have a non-refundable room setup fee of \$50 for parties with 1-99 attendees, or \$100 for 100+ attendees.
8. The Anthem Community Council has the sole discretion to accept, deny, adjust, and cancel a facility rental request. A reservation will be confirmed upon payment of applicable fees and approval. Anthem Civic Building staff has the authority to determine room assignments and make changes as necessary. Residents may reserve a room one (1) year in advance or less. Non-residents may reserve a room no more than ninety (90) days in advance.
9. All room reservations will be scheduled by the Meeting & Program Manager. If a written request is submitted when Manager is not present, staff or Welcome Center volunteers accepting the rental application will mark the date and time request is received, along with their initials.

10. Groups and organizations may reserve a room for a recurring event provided it occurs the same day and time of the month. Reservation will be valid for one (1) year. The Civic Building staff has the right to make modifications, if necessary, and will give as much notice as possible.

11. There will be designated areas in the Anthem Civic Building will be available for drop-in use, during which no fees will be charged during established times. Use of free drop-in space does not mean that the user has exclusive use of the space. Civic Building staff has the discretion to move either renter or drop-in guests to another room in order to be accommodating to all.

12. Cancellations:

Special Events Cancellation Policy:

Refund requests will be reviewed upon written notification. Cancellations received with a minimum thirty (30) day notice receive a full refund, minus a \$100 processing fee. Cancellations with a 14-30 day notice receive a 50% refund. Cancellations with less than two (2) weeks notice or no shows result in forfeiture of all fees paid.

**A special event is defined as a one-time or infrequently occurring event outside normal programs or activities of the sponsoring or organizing body. Some examples of special events would be: wedding, baby shower, celebration of life, fundraiser, birthday party, recital, graduation party, etc. Classification of a special event is at the sole discretion of the Meeting and Program Manager.*

ACB Room Rental Cancellation Policy:

Refund requests will be reviewed upon written notification. Cancellations received with a minimum fourteen (14) day notice will receive a full refund. Cancellations with a 7-14 day notice will receive a 50% refund. Cancellations with less than a week notice or no shows result in forfeiture of all fees paid.

13. Cancellation must be received in writing by the Civic Building Meeting and Program Manager. Allow three to four (3-4) weeks for processing. Cancellation fees are non-refundable, non-transferable and not eligible for credit toward a future event. Refunds will be returned by mail if reservation was paid by cash or check. Credit card rental payments will be refunded on the card. Refunds may take three to four (3-4) weeks for processing.

7.1.3 Building Access and Behavior

1. All individuals and groups using the facility will conduct themselves in a civil, proper, and well-mannered fashion. Loud noise, disruptive conduct, or unruly, abusive or disorderly behavior is prohibited. If such behavior occurs, individual or group may be required to vacate the premises immediately with no refund of rental fee or damage deposit fee.

2. Children 13 years and under must be accompanied by parent or guardian.

7.1.4 Building Activities

1. Alcohol service is permitted in the Anthem Civic Building if provided by a Council-approved liquor vendor. Any and all use of alcoholic beverages must be in strict conformance with the Alcoholic Beverage Code of the State

of Arizona. No money or tickets may be exchanged for alcohol. A cash bar is not allowed. Bring Your Own Bottle (BYOB) is not allowed. All events serving alcohol must have security.

2. Illegal gambling is prohibited. Lawful gaming may only be conducted pursuant to State law.
3. For-profit businesses or organizations may use the ACB for the purpose of management or employee meetings, trainings, shareholder meetings, or other activities at which no sales or merchandising is to take place, and for which no fees are charged for attendance. This does not apply to ACC-approved classes, for which participation fees may be charged.
4. Violation of policies may result in suspension from the building and/or other penalties, depending on the severity of the infraction.

Section 2 –Anthem Civic Building Policies

7.2.1 Alcohol Policy

1. Alcohol service is permitted in the Civic Building if provided by a Council approved liquor vendor. Any and all use of alcoholic beverages must be in strict conformance with the Alcoholic Beverage Code of the State of Arizona. No money or tickets may be exchanged for alcohol. A cash bar is not allowed. B.Y.O.B is not allowed.
2. The serving of alcohol at any party or event given in honor of a minor is prohibited.
3. The sponsoring person or organization accepts full responsibility for maintaining control of consumption and enforcing moderation. Any behavior which indicates intoxication of any participant shall be cause for consumption to immediately cease, and also shall be cause for future denial of permission for the sponsoring organization.
4. No alcohol may be consumed in any other area except the designated area of the event. No alcohol may be carried beyond the terrace area. Open-air consumption of alcohol is prohibited on Civic Building property.
5. If there is any misrepresentation of the type of event being held, Owner will immediately remove Renter and guests from the premises and withhold all fees for violation of this policy. The withholding of such fees under such circumstances shall not be and is not intended as a penalty but is, instead, a reasonable forecast of probable damages resulting from Owner's deprivation of such fees from an alternate Renter.
6. Security is required anytime alcohol is served. The Civic Building Meeting & Program Manager will determine the number of officers. Security will be present from the time the first guest is scheduled to arrive until the rental time expires. Civic Building staff will reserve off-duty police officers and/or North Valley Posse members. Security charges will be the sole responsibility of the Renter.

7.2.2 Animals

1. No animals or pets are permitted in the building or on the Terrace except service animals, animals part of an event (if approved in advance by Civic Building Management), and other legitimate assistance animals.

2. Animals that will be part of an event must be contained in cages in the leased area at all times. Provisions must be provided for their safety and prevention of damage to the facility. Cleanliness is expected, and catch pans must be used under all cages. Grooming may not be done inside the building. Additional insurance and/or deposits may be required.

7.2.3 Audio/Visual Equipment

1. Equipment is available on a first-come, first-served basis, and must be reserved seventy-two (72) hours in advance of an event. Additional fees may apply. Items damaged by the Renter will be billed at current replacement costs plus additional handling charges.
2. Control of the master soundboard will be left to the Civic Building staff or their designee. In event of audio equipment being present in a rented room, the Civic Building staff will provide a preset master volume for the equipment. Any additional adjustments may be made on the equipment available in the room.
3. There will be no connecting to any Civic Building electrical or communication systems without permission of the Civic Building Meeting & Program Manager. Any connection or disconnection to the Civic Building equipment will be the responsibility of the Civic Building staff.
4. Persons using audio visual equipment may only view “family-friendly” and appropriate content; Civic Building staff reserves the right to change any programming that may be considered offensive or inappropriate.

7.2.4 Building Access

1. Building hours are as listed on OnlineAtAnthem.com. Staff may open and close the building early or late for approved events.
2. The Civic Building will not provide the Renter with keys to any rented spaces. A staff member of the facility will be on site at all times during the event, in addition to the time for setting up and cleaning following the event.
3. With management approval, the Civic Building may close to ensure employee and visitor safety in the event of civil unrest, severe weather, threats, and other local or national emergencies. Building closures will be announced via email, Council website, main phone messaging, and/or the Community Emergency Hotline.

7.2.5 Calendar of Events Policy

Only events taking place in the Anthem Civic Building, which have Tradeshow status and/or are for the public-at-large may have their information posted on the website, at the discretion of the Anthem Community Council.

Only the following information will be post to the calendar:

- Event Name
- Event Date(s)
- Hosting Organization

- Web address and/or phone number

7.2.6 Cancellations

Special Event Cancellation Policy:

Refund requests will be reviewed upon written notification. Cancellations received with a minimum thirty (30) day notice receive a full refund minus a \$100 processing fee. Cancellations with a 14-30 day notice receive a 50% refund. Cancellations with less than two (2) week notice or no shows result in forfeiture of all fees paid.

**A special event is defined as a one-time or infrequently occurring event outside normal programs or activities of the sponsoring or organizing body. Some examples of special events would be: wedding, baby shower, celebration of life, fundraiser, birthday party, recital, graduation party, etc. Classification of a special event is at the sole discretion of the Meeting and Program Manager.*

ACB Room Rental Cancellation Policy:

Refund requests will be reviewed upon written notification. Cancellations received with a minimum fourteen (14) day notice will receive a full refund. Cancellations with a 7-14 day notice will receive a 50% refund. Cancellations with less than a week notice or no shows result in forfeiture of all fees paid. Anthem Community Council will not be responsible for any costs that may originate due to cancellation.

The Civic Building Meeting and Program Manager must receive cancellation notices in writing. Allow three to four weeks for processing. Cancellation fees are non-refundable, non-transferable and not eligible for credit toward a future event. Refunds will be returned by mail if reservation was paid by cash or check. Credit card rental payments will be refunded on the credit card. Refunds may take 3-4 weeks for processing.

7.2.7 Cash and Credit Policy

Only Council staff members may perform cash transactions. Volunteers are not permitted to accept any form of payment for any services/programs. Cash payment is not to be accepted for residential or commercial assessments, fines, etc. Quickpass transponders may not be purchased with cash or check.

7.2.8 Catering Policy

1. The Renter and/or caterer of its choosing in accordance with the alcohol and/or catering policies may bring in food and beverage. The Renter is totally responsible for its food and beverage service and shall hold Anthem Community Council and its employees, agents, and representatives harmless for all liability, illness, or any damages arising from Renter bringing such items into the center itself or through its caterer. Renter is responsible for acquiring any required liquor license/permits.

2. Only caterers listed on the Anthem Civic Building “Approved Caterers List” can be used for events.

3. For small meetings, renters may bring in the following:

- Donuts, bagels, muffins

- Fruit
- Juice
- Dessert
- Coffee, soda or bottled water

4. Potluck meals or homemade items may be brought into or served at the Anthem Civic Building, either by the Renter, guests, representatives or its sub-contractors with preapproval from Civic Building staff. Civic Building staff may restrict food and drink in a room on a limited basis for specific meetings/events.

5. Cooking of food material is prohibited. The kitchen(s) and facilities shall be used only to support the serving of pre-prepared foods. All ware washing and food preparation is to be completed off-site.

7.2.9 Children

All children under the age of 13 years must be accompanied and supervised by an adult while visiting/using Civic Building facilities at all times.

7.2.10 Custodial

1. No Council personnel are allowed to move, load, unload or setup equipment that is not the property of the Anthem Community Council.

2. Building maintenance personnel are not authorized to make changes in the setup unless instructed to do so by a Civic Building staff member.

3. Custodial service is not provided for the Renter or for the caterer aside from routine cleaning of restrooms and common areas. The caterer is responsible for the cleaning of his or her own area, but it is the ultimate responsibility of the Renter. Custodians do not clean catering areas at night, other than removal of trash, for an event lasting longer than one day.

4. Renter is responsible for policing his or her own areas. The ACC does not provide custodial service during the event. Trash-liners are provided in each trash receptacle and extras are left in the bottom of the container. Should Renter need a vacuum, broom or other cleaning supplies or should a major spill occur, please contact Civic Building staff immediately so that the spill can be cleaned before it permanently stains the floor.

5. When renting the Community Room, the Renter pays a \$100 Maintenance Fee. A porter will be provided for three (3) hours of the Renter's event. The porter will empty trash bins, maintain the restrooms, and mop up major spills. Outside of the porter duties, the Renter is responsible for returning the facility to the same condition it was received. The Renter is responsible for all materials, trash, residue, etc. left by any exhibitors and/or outside contractors (i.e. decorators and caterers). Fees may be assessed for cleanup and disposal of remaining items.

7.2.11 Damages

1. The Renter is responsible for all damages to the facility during the event. The Renter is responsible for returning the facility to the same condition it was received. The Renter is responsible for all materials, trash, residue, etc. left by any exhibitors and/or outside contractors (i.e. decorators and caterers). Fees may be assessed for cleanup and disposal of remaining items.
2. A damage deposit fee of \$100 is required for all rentals exceeding \$100 and is due at the time of booking. This is a separate fee to ensure the room is left in good condition and the terms of the rental agreement are met; it is not payment toward the room rental fee. Depending on event size, an additional deposit may be required.
3. If it is determined that the condition of any part of the facility, furniture, or equipment has been damaged or is missing resulting from the activities from the renter, the damage deposit will not be returned in part or in whole and additional replacement/repair costs in excess of the damage deposit will be billed back to the renter.
4. Damage deposit is refundable if room is left in good condition and there is no damage. Refund check will be issued and returned by mail within thirty (30) days of event. If deposit was on credit card, a credit will be processed on the credit card. Refunds may take 3-4 weeks to process.
5. Renter is responsible for the common areas associated with your event. The lobby, restrooms and parking lots should be free of excessive trash or other damage. If the Anthem Community Council attributes any damage as a result of the Renter's event, these damages will be charged against the deposit or be billed to the Renter.
6. At the end of the event, the Room:
 - Must be clear of all materials not belonging to the Civic Building.
 - Trash must be removed from the tops of tables and placed in the trash receptacles.
 - All food, trash or other debris must be removed from the floor and placed in trash receptacles.
 - Marker boards and walls must be clean and free from new damage.

Kitchen/Lounge

- The counter surfaces must be clean and free from debris.
- All food and trash must be removed from sinks / drains.
- The refrigerator must be clean and empty.
- The freezer must be clean and empty.
- The floor must be clean and dry.

7.2.12 Decorations

1. The use of masking tape is permitted in decorating. Nails, hooks, screws, tacks, staples, putty, double-sided tape and strong adhesive tape shall not be used on the interior or exterior walls, ceilings, windows, doors, outside signs or furnishings of the facility.
2. The Renter is responsible for any damage to the facility.
3. Decorations causing a high volume of trash and/or debris are subject to cleanup charges.

4. The Civic Building Meeting & Program Manager must approve decorations.
5. Throwing of or decorating with confetti, rice, glitter, birdseed, or other materials that can cause damage to property and/or present a safety hazard is not allowed on the Civic Building grounds (Inside or Outside).
6. Smoke machines or any type of inflatable are not allowed unless approved by Civic Building Management.

7.2.13 Electrical Equipment

The Civic Building Meeting & Program Manager or Manager on Duty must approve all electrical equipment. Accessibility to equipment rooms and utility boxes is prohibited.

7.2.14 Event Accessibility

The Anthem Civic Building staff must have complete accessibility to all event spaces, kitchen areas, corridors and hallways before, during and after events. The Anthem Civic Building Management must grant in writing any exclusivity to any area.

7.2.15 Fire Regulations

1. Open flames are prohibited:
 - a. Barbeque grills, propane/butane burners, and open fires are prohibited.
 - b. All candles, candelabras and sparklers are prohibited.
 - c. Birthday cake candles may be allowed with prior approval from the Civic Building Meeting & Program Manager.
2. All event promoters, exhibitors, and service contractors must comply with all federal, state and local fire codes which apply to places of public assembly.
3. Fire code prohibits overages of capacity of any room, and blockage of exit doors, extinguisher cabinets or service hallways.
4. Renter shall not permit more persons into the facility or premises than can safely and freely move about or be safely evacuated in the event of emergency, as determined by the Fire Marshal of Maricopa County.
5. The capacity will be reflected, as number of "guests in attendance" in the rental contract.
6. In the event the Fire Marshal alters or changes the foregoing maximum capacities, Renter shall abide thereby and comply therewith.

7.2.16 Firearms

1. No firearms or weapons of any kind are allowed on Council property per the ACC Weapons Policy and State Law, with exception for authorized law enforcement personnel.
2. Firearm displays or exhibits are not permitted in the building.

7.2.17 Fitness Room Usage

1. All people using the fitness area must be actively participating in an organized class or other instruction. Individuals who are loitering will be asked to leave the exercise floor.
2. Horseplay, running, hanging out, loitering, and loud disruptive behavior will not be tolerated.
3. No food or drink is permitted in the fitness room, with the exception of water in a closed-top container.
4. Infant carriers, strollers, car seats etc. are NOT permitted; with the exception of those coming or going to a class.
5. Appropriate exercise clothing must be worn. Shirts and pants/shorts must be worn on the exercise floor. Swimsuits are not appropriate exercise clothing for the exercise floor. Proper footwear is required on the fitness floors. High heels, roller shoes, and marking sole shoes are prohibited on the fitness floor. Civic Building staff reserves the right to define inappropriate dress when necessary.
6. Please be courteous while working out. This includes: re-racking weights when finished, not dropping weights, putting back any equipment you use, wiping down equipment after use and sharing equipment.
7. To promote a safe environment and prevent theft, all gym bags, purses, etc. should be secured. The Anthem Community Council is not responsible for lost or stolen items.

7.2.18 Food and Beverage

1. The Renter and/or caterer of its choosing in accordance with the alcohol and/or catering policies may bring in food and beverage. The Renter is totally responsible for its food and beverage service and shall hold Anthem and its employees, agents and representatives harmless for all liability, illness, or any damages arising from Renter bringing such items into the center itself or through its caterer. Moreover, Renter shall be responsible for cleanup. The caterer or Renter must setup and breakdown within the rental period outlined on the client rental contract.
2. Cooking of food material is prohibited; heating of food in the microwave on a small scale is allowed. The kitchen and facilities shall be used only to support the serving of pre-prepared foods. All ware washing and food preparation is to be completed off-site.
3. Renters/Guests selling food on the property or any type of concession is not allowed without prior approval from Civic Building Management.
4. Potluck meals or homemade items may be brought into or served at the Anthem Civic Building, either by the Renter, guests, representatives or its sub-contractors with preapproval from Civic Building Management.
5. No food or drink is permitted in the fitness room, with the exception of water in a closed top container.

7.2.19 Freight and Storage

1. Freight and materials will not be accepted for an event. If Council staff and/or representatives accept delivery and/or shipment they are not liable for any loss, theft or damage to materials received.
2. Materials remaining in the facility after the last contracted day are considered abandoned property and may be disposed of accordingly.
3. The Civic Building will not be held liable for any pre- or post-event freight.

7.2.20 Fundraising

Written permission from Anthem Community Council Executive Management is required to seek donations or solicit for charitable purposes on Council property, which extends to fundraising activities. Fundraising activities include raffles, donation collections, canvassing, or soliciting for charitable purposes. Efforts to fundraise or solicit for donations must be in conjunction with a preapproved Civic Building reservation or program. Fundraising activities must be associated with and benefit an established non-profit or charitable organization. Exceptions may be made as determined by ACC Executive Management in special instances.

7.2.21 Gratuities

Anthem Community Council policy prohibits any employee from accepting loans, advances, gifts, gratuities, or any other favors from parties doing business with the Council.

7.2.22 Holidays

At the discretion of the Director, Special Events and Civic Building Operations, an event may be scheduled on a holiday, if staffing is available. After-hours rates will apply to any State and/or Federal observed holiday.

Council-observed Holidays: New Year's Day, Martin Luther King Jr. Day, President's Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, Day after Thanksgiving, December 24 and 25.

7.2.23 Insurance

1. All tradeshows, conventions and/or events open to the public are required to provide insurance, although any prospective Renter may be required to purchase liability, property and/or casualty insurance thirty (30) days prior to the event. In the alternative, through determination by Anthem Community Council, Renter will purchase such insurance at Renter's expense as Anthem Community Council may require.
2. A caterer, at their expense, shall provide a blanket insurance policy for the period of their contract and name the Anthem Community Council, its officers, agents and employees as an additional insured on the policy.
3. Insurance requirements are as follows, with limits of at least:
 - a. \$1,000,000 coverage against the claims of any and all persons for personal or bodily injury (including wrongful death) arising out of the work and services to be performed hereunder by

Caterer, its officers, agents, employees, subcontractors, licensees or invitees, whether or not caused in whole or in part by the alleged negligence of the officers, servants, employees of the Anthem Community Council.

7.2.24 LED Monument Sign

The Anthem Civic Building electronic message board, also referred to as LED sign, is located on the corner of Anthem Way and Venture Drive. The primary purpose of the electronic message board is to publicize Anthem Community Council and HOA programs, meetings, performances and events held throughout the community, as well as public service messages. The electronic message board will be made available to promote non-ACC sponsored events taking place in the Anthem Civic Building that are open to the public. If space permits, the sign will be made available based on the following:

1. Marketing of events taking place in the Anthem Civic Building (open to the public) on the message board will be at the sole discretion of the ACC.
2. Announcement applications are available by calling 623-742-6050 or online at www.OnlineAtAnthem.com.
3. Announcement applications must be submitted a minimum of ten (10) business days in advance of the requested publish date. Applications may be submitted electronically to webmaster@anthemcouncil.com or can be dropped off or mailed to:

Anthem Community Council Communications
3701 W. Anthem Way, Suite 201
Anthem, AZ 85086 or faxed to 623-742-6170

- a. Photographs and/or logos will not be displayed.
- b. ACC staff reserves the right to edit any submissions for length or clarity. Design, including font style, color, and the ACC staff will determine possible use of artwork.
- c. Individuals or groups with multiple meetings scheduled in the Civic Building are limited to three (3) message screens at a time, based on availability. Meetings or series of meetings are limited to only 1 message screen at a time. Each message screen should have no more than ten words to include only event name, time, and date (space permitting).
- d. Requests must include sponsoring organization, point of contact, phone number and email address.
- e. Requestors are responsible for verifying the accuracy of their display message and terms of agreement; the ACC is not responsible for inaccurate information.
- f. Birthday, congratulations, and other personal type messages are not permitted.
- g. Political messages are not permitted. General political party meetings open to the public which meet approved guidelines are eligible to use the LED sign. Individual candidates, regardless of party affiliation, are not eligible to use the sign, unless it is an ACC sponsored event.
- h. Message requests not adhering to these guidelines will not be accepted.

4. If associated event fees are not paid in full by contract deadlines, the requestor will forfeit their opportunity to use the message board until account is brought current.

The Anthem Civic Building electronic message board may display an announcement of the Renter's event a maximum of three (3) days prior for recurring events and seven (7) days prior for one-time events. Any additional announcements of the event must be approved by Anthem Civic Building Management, and an additional charge may be required.

The Anthem Community Council reserves the right to publicize any community event, even if outside the parameters set herein. The Anthem Community Council owns the message board and its contents and reserves the right to refuse to publish any message and cease this service at any time without notice. All messages must comply with Maricopa County Zoning Ordinance and Sign Regulations.

7.2.25 Miscellaneous

1. Live music is not allowed in any room or area other than the Community Room or Terrace. Artist must setup and breakdown within the rental period outlined on the client rental contract. Exceptions will be made as determined by the ACC in special instances, such as for music lessons.
2. The Civic Building is not responsible for lost or stolen items. The Council will hold any items found for a period of two weeks. After that period, the articles will be considered abandoned property and may be disposed of accordingly.
3. The Anthem Civic Building is not responsible for vehicle damage or theft.
4. Any change to room setup made the day of the event may not be possible or result in a minimum additional labor charge.
5. Should renter need a vacuum, broom or other cleaning supplies or should a major spill occur, please contact Building Support Staff immediately so that the spill can be cleaned before it permanently stains the floor.
6. Rental equipment may not be left in the room for next day pickup unless prior arrangements have been made with the Civic Building Meeting & Program Manager and this is noted in the setup sheet.
7. No person(s) other than Anthem Civic Building personnel are authorized to move portable walls, turn on lights, change thermostat settings or unlock doors.
8. The Civic Building does not provide items such as dishware, serving utensils, tape, ladders, etc.
9. All restrooms are public restrooms and may not be used as dressing rooms.
10. Illegal gambling is prohibited. Lawful gaming may only be conducted pursuant to State law.

11. The Civic Building, and specifically the Business Center, are not to be used for profit-based business transactions. For-profit businesses are prohibited from selling, soliciting, or conducting day-to-day operations in the Civic Building.
12. There is to be no loading and unloading of equipment, which results in lane blockage or blockage of any entrance of the building. Violators are subject to towing at owner's expense.
13. At no time may the drive thru of the North entrance of the building be blocked with any vehicle. Violators are subject to towing at owner's expense.
14. Throwing of or decorating with rice, confetti, glitter, birdseed, or any other material that can cause safety concerns or damage, as well as the spraying of silly string or any like product is prohibited in or on the Civic Building premises. Blowing bubbles is permitted, but restricted to parking areas only. Renter will be assessed a cleanup fee for any violation of these rules.
15. Only authorized personnel are allowed inside the Welcome Center desk area.
16. All residents, guests, and staff must abide by the Anthem Community Council Harassment Policy when on Council property.
17. The Anthem Civic Building is a drug free and weapon free zone, as per the Anthem Community Council Weapons and Drugs Policy.
18. Events must be contained within the specific room that has been rented.
 - a. The gathering of guests/participants in the Welcome Center lobby area for a short break is permitted provided that space for free flow of traffic into, out of, and through the building space is maintained at all times and that the view of the welcome center staff of building operations is not restricted. This area is not available for meetings. If this policy is not adhered to, a member of the Civic Building or Security staff will give one warning. If at that time all attendees have not returned to the leased room, the event will be closed and everyone will be removed from the premises.
19. Renter will ensure that its guests, participants, licensees and invitees will conduct themselves in a civil, proper, and well-mannered fashion. Loud noise, disruptive conduct, or unruly, abusive or disorderly behavior is prohibited; if such occurs, Renter may, at Owner's sole and exclusive discretion, be required to vacate the premises immediately with no refund of rental fee or reservation deposit fee.
20. Enforcement of these Rules and Regulations will be by Civic Building Staff and/or law enforcement personnel. Failure to follow all guidelines for use of the Civic Building will result in the closing of the event, vacating of the premises, forfeiture of fees and deposits, and/or prohibited access in the future.

7.2.26 Parking

The Anthem Civic Building offers over two hundred (200) parking spaces free of charge.

- a. Parking is not permitted in fire lanes.
- b. Overnight parking of motor homes, travel trailers or campers on Council property is prohibited.
- c. Vehicles or trailers taking up multiple spaces in the parking lot are prohibited, unless preapproved by Civic Building Management.
- d. No public parking in reserved spaces.

Violators are subject to towing at owner's expense.

7.2.27 Payments of Fees

1. The basic rental rate and charges for other services are as and may be established from time to time by Anthem Community Council. All fees paid shall be in a form acceptable to Anthem Community Council.
2. Cash, Visa, MasterCard, or Discover are required for payments made less than fifteen (15) days prior to the event.
3. It is the Renter's responsibility to furnish the Civic Building with all payments. The event is subject to cancellation if any payment is not made by designated deadline. Any late fees are subject to a 5% Past Due Fee.
4. Invoices will only be sent upon written request.

5. Cleanup/Damage Deposit Fee

- a. A damage deposit fee of \$100 is required for all rentals exceeding \$100 and is due at the time of booking. This is a separate fee to ensure the room is left in good condition and the terms of the rental agreement are met; it is not payment toward the room rental fee. Depending on event size, an additional deposit may be required.
- b. Deposits are refundable after the event if the room has been left in good order, no damage has been done to the property or equipment, the Renter and guest have left the premises by the contracted time and all conditions of the contract have been met. Refund check will be issued within thirty (30) days of event and returned by mail to the address provided by Renter. If deposit was on credit card, a credit will be processed on the credit card.
- c. Failure to cleanup or be checked out by the Civic Building office staff will result in a forfeiture of the entire deposit plus any additional damage or cleaning fees.
- d. Additional fees will be charged for vacating the building after the contracted time.

6. Rental Fees

- a. Rental fees will be based on type of event, space needed, day and time of event, and user. Room rentals will be charged on a per-hour basis.
- b. A two (2)-hour minimum will be required for rentals outside of normal business operating hours.

- c. Anthem Residents may not reserve the facilities for a non-resident. Proof of residency may be required at time of reservation request.

There will be designated areas in the Anthem Civic Building that will be available for drop-in use and no fees will be charged. A designated drop-in room may be reserved with an applicable fee; however, renter will be asked to accommodate guests already in room. Civic Building staff has the discretion to move either renter or drop-in guests to another room in order to be accommodating to all.

7.2.28 Room Occupancy

1. Renter shall not permit more persons into the facility than can safely and freely move about, as determined by the Fire Marshal of Maricopa County.
2. The signed rental contract must accurately state the number of people attending the event.
3. If the number of people in attendance exceeds the maximum room capacity and the event is moved to a larger room, there may be an additional fee charged. The contract will state the number of people allowed at the Renter's event.

7.2.29 Room Reservations

1. The Civic Building Meeting & Program Manager shall schedule events on a first-come, first-served basis upon receipt of a completed ACB Facility Rental Request Form and payment of applicable fees. The Anthem Community Council Board and Board-approved committees, as well as all delegated committees of the Council Board, will have the first priority for room reservations.
 - a. The responsible party reserving facilities must be at least 18 years of age and must be present during facility rental time.
 - b. Courtesy holds will not be accepted at any time.
 - c. The Anthem Community Council has the sole discretion to accept, deny, adjust, and cancel a facility rental request.
 - d. A reservation will be confirmed upon payment of applicable fees and approval. Anthem Civic Building staff has the authority to determine room assignments and make changes as necessary.
 - e. Residents may reserve a room one (1) year in advance or less. Anthem residents may be required to show proof of residency. Non-residents may reserve a room no more than ninety (90) days in advance.
 - f. Residents and Anthem-based groups/organizations may reserve a room for a recurring event provided it occurs the same day and time of the month. Reservation will be valid for one (1) year. All applicable rental fees must be paid two (2) weeks prior to each month's event.
2. In order to secure a reservation, a signed rental agreement and payment in full is required for all rentals.
 - a. Rental agreements for events where the fee exceeds \$400, reservation will be secured upon payment of 50% of the rental fee that is due and a damage deposit fee of \$100, along with the signed contract. The remaining balance will be due one (1) month prior to the rental date.

- b. A two (2)-hour minimum is required for all reservations outside of normal business hours.
3. The Civic Building is not responsible for omissions and/or cancellations of any reservations not accompanied by an executed contract.
 4. Cancellations and/or changes made to the contract must be submitted in writing to the Civic Building Meeting & Program Manager. Verbal cancellations or changes will not be eligible for any refunds, if due.
 5. Use of special equipment (i.e. microphones, speakers, amplified music, etc.) or entertainment (hired vendor, etc) must receive prior approval from Civic Building Meeting & Program Manager, and be explained fully in the rental application.
 6. Anthem Community Council retains the exclusive right to disapprove any event, performance, exhibition, or entertainment which, in the sole discretion of Anthem Community Council, may be offensive, inappropriate, unsafe or unsuitable, and Anthem Community Council retains the right to cancel a lease without advance notice in the event that Renter's conduct or use of the premises is regarded in Anthem Community Council's sole discretion as offensive, inappropriate, unsafe or unsuitable. Anthem Community Council further retains the exclusive right to cancel a lease at any time without advance notice if Renter's event, performance, exhibition or entertainment fails to substantially meet its advertising claims or violates event content or event restrictions originally agreed upon by the parties.
 7. Notwithstanding any term or condition herein contained, Anthem Community Council retains the absolute and unconditional right and authority to cancel and annul a lease, at Anthem Community Council's option, for any or no reason, and shall provide Renter with advance notice thereof not less than twenty (20) days prior to the commencement of Renter's event or intended use of the facilities.
 - a. In the event that Anthem Community Council exercises this right, Renter shall be entitled to a refund of any and all advance fees made prior to the cancellation of the lease.
 - b. The return of sums previously paid shall be Renter's sole and exclusive remedy for any cancellation.

Renter shall not assign a contract or any part hereof, nor sublet the premises to any person without prior written consent of Anthem Community Council.

7.2.30 Room Setup

1. All room diagrams layouts are to be finalized and approved by the Civic Building Meeting & Program Manager no later than fifteen (15) business days prior to the event. Late room diagrams or last-minute changes may be subject to additional charges.
2. For safety reasons, Renter is not permitted to move Civic Building equipment. The room, its furnishings, and all Civic Building-owned equipment should not be altered in any way. Renter is not allowed to stand on tables, chairs, etc.

3. Ladders, extension cords, tape, pins, etc. are not provided.

4. If there is a charge for room setup diagrams received less than fifteen (15) business days prior to the event or last-minute changes or additions, these charges will be taken out of the deposit fee or collected separately should the deposit amount be insufficient to cover the charges.

5. The ACC may provide rooms on a free, drop-in basis, and may establish policies to govern this type of building use. Free drop-in space is only available to Anthem residents and Anthem-based groups of no larger than twenty (20) people, and only in designated areas during designated times.

7.2.31 Security Policy

1. Civic Building Management will have final authority to determine whether or not security is needed for an event even though alcohol may not be served, and will work with Renter to determine the appropriate source of the security.

2. Civic Building Management will also determine the number of security personnel required for an event, as well as, the length of time such services are needed. Under most situations, security will be required for any of the following:

- Security is required for all events serving alcohol.
- Events that are considered “high risk” or have “value” content.
- Any social event and/or large attendance event.

3. Cost of security will be at the sole expense of the Renter. The security officer's duty will be for the protection of life and property.

4. Shows and exhibits may use private security agencies for protection of their property if they so choose. The name of the private security agency and contact information must be submitted to Civic Building Management 2 weeks prior to event.

<u>Attendees</u>	<u>Officer(s)</u>	<u>Officer(s) For Events w/Alcohol</u>
Up to 150	1	2
151 to 330	2	3
331 plus	3	4



7.2.32 Sign Policy (Exterior)

1. Council-sponsored or Council-hosted events may, if the Civic Building Manager determines appropriate, display signs in designated exterior locations. ONLY Council Sponsored Event and/or Partnership Event banners will be allowed on Council Property.
2. Council-approved events may be eligible for banner placement in other areas of the Civic Building.
3. Council is not responsible for damage to or theft of banners while on Council property.
4. Non-Council sponsored events may be eligible to place announcements on the LED Monument Sign. Please see LED Monument Sign Policy for requirements.

7.2.33 Sign Guidelines

1. The Civic Building Manager must approve all signs and banners prior to placement. These signs must meet and follow the sign guidelines set forth.
2. The Civic Building electronic message board may display an announcement of the Renter's event a maximum of seven (7) days prior to the event. Civic Building Management must approve any additional announcements of the event, and an additional charge may be required.
3. Interior signs may not be placed on Civic Building entrance doors and signs may not be placed in common areas unless the renter has prior approval from Civic Building Management.

7.2.34 Smoking

The Anthem Civic Building is a tobacco-free facility. Smoking and/or tobacco use, including electronic cigarettes, is prohibited in all areas inside and outside the building.

7.2.35 Solicitation/Advertising

1. No solicitation of any kind is permitted on Council property.
2. The circulation of advertisements, tickets or any other written material in or on Council property, including parking lot areas, without written permission from Council Management is prohibited.
3. Political candidacy materials are strictly prohibited on Council property unless provided in conjunction with a candidates night and approved by the ACC management.
4. Individuals and/or organizations wishing to place informational materials in the Welcome Center must submit an Information Material Display Request Form and receive written approval from Civic Building Management.

Welcome Center material space will be offered on a first come first serve basis. The material provider will be responsible for restocking brochures.

The Anthem Community Council recognizes the need to strike a balance between the individual's right to be free from invasion of privacy and the institution's duty to promote a safe environment for all community members.

7.2.36 Surveillance

The purpose of video surveillance in the Anthem Civic Building is to:

- Promote a safe environment by deterring acts of harassment or assault.
- Deter theft and vandalism and assist in the identification of individuals who commit damage to Civic Building property.
- Assist law enforcement agencies with regard to the investigation of any crime that may be depicted.
- Assist in the daily operations of the Anthem Civic Building.

Signs will be posted in appropriate areas, either at the entrance to the area under surveillance or in close proximity to the camera informing the general public of the usage of video surveillance on site.

At no time will persons other than those designated by Office Management have access to the monitors or to the recordings made in the course of the surveillance. Personal information contained on the recordings shall not be used or disclosed for purposes other than those for which it was collected, except with the consent of the individual or as required by law.

7.2.37 Television Usage

1. The Civic Building offers cable television viewing in the Lounge area. Television viewing is available for the use of adults and teens; in order to watch cable television in the Civic Building, an adult must accompany children under the age of 13.
2. Persons using the TV are requested to keep the volume low enough so as not to disturb other participants and to be thoughtful of others who may also be watching TV.
3. Persons using the TV are requested to view only “family-friendly” shows; Civic Building staff reserves the right to change any programming that may be considered offensive or inappropriate.

7.2.38 Vehicles

Vehicles are not allowed in the building.

7.2.39 WiFi Usage

1. The Wi-Fi service is a free public service provided by the Anthem Community Council for Anthem property owners and their guests.

2. Access to the service is completely at the discretion of the ACC and may be blocked, suspended or terminated at any time for any bona fide reason including, but not limited to:

- a. A violation of this Agreement; actions that may lead to perceived or potential liability for the ACC;
- b. Disruption of access to other Users;
- c. Violation of applicable State, County or Federal laws or regulations.

The ACC may revise this Agreement at any time. You must accept this Agreement each time you use the Service and it is your responsibility to review it for any changes each time.

The ACC supports the free flow of information and ideas over the Internet with the understanding that the Anthem Civic Building areas are designed to be, and endeavor to be, family friendly. Access to the service is conditioned on legal and appropriate use. Use of the service and any activities conducted online through the service shall not violate any applicable law or regulation; or violate the governing documents of the ACC or its HOA governing documents; or the rights of any third party.

Part 8: Volunteer Policy

In keeping with the mission statement of the Anthem Community Council (ACC), the goal of the volunteer program is to assist staff and the organization in providing the best possible customer service for ACC patrons. Volunteerism is encouraged and supported. Volunteers make valuable contributions to ACC programs and staff support. The volunteer's role is an important one. For the purpose of this policy, volunteers are defined as those people who donate time to ACC facilities or programs on a regular, reoccurring, and/or part-time basis.

Volunteers are not paid and are not employees of ACC. Volunteers will not receive any economic benefit from ACC for serving as a volunteer.

The purpose of this policy is to guide the selection, training, utilization and supporting of volunteers.

Section 1 – Volunteer Recruitment and Selection

Everyone who cares about the community and the mission of the ACC is a potential volunteer. Prior volunteer experience is not necessary. Anyone who has satisfactorily completed the necessary application, screening, interview, and training can volunteer. Qualities of a great volunteer include:

- Dependable
- Good Moral Character
- Willing to Accept Supervision and Responsibility
- Have Talents that Enrich ACC Programs and Services
- Understand and Support the Work of the ACC Board and Staff

8.1.1 Policy Applicability and Volunteer Descriptions

1. Volunteer Coaches- Act as Head Coach and/or Assistant Coach in ACC's Athletic Programs.

2. Welcome Center Volunteer- Prepares bulletin boards and displays, files, researches information, answers questions, assists visitors, accepts reservation applications, makes coffee, and other support work.
3. Community Center Volunteer- Assists Community Center in various activities.
4. Anthem Ambassador- Assists ACC in various capacities.
5. ACC committee volunteers are covered under Part 4 of the Board Policy Manual and are subject only to the following sections of Part 8: 8.2.4, 8.2.5, 8.2.7, and 8.2.9.
6. Special Events Volunteer- Assists ACC sponsored events under the supervision of the Special Events Director. May include setup, tear down, booth representation, etc. Special events volunteers are subject only to the following sections of Part 8: 8.2.3, 8.2.4, 8.2.5, 8.2.6, 8.2.7, 8.2.8, 8.2.9.
7. Guest speakers or those who assist with a single event are not subject to these guidelines unless determined otherwise by the ACC.
8. ACC Board members are covered under other Parts of the Board Policy Manual and are not governed by this Part.
9. Guest speakers or those who assist with a single event are not subject to these guidelines unless that single event falls into one of the fingerprint categories.

8.1.2 Recruitment, Selection and Training of Volunteers

1. Recruitment and Application.

There are many resources for recruiting volunteers, including family members, former volunteers, retirees, community partners, etc. Outreach for recruitment can occur through the Resource Guide, direct invitation, email blast, recruitment events, other community events, etc. Interested persons should complete a Volunteer Interest Form and submit it to the ACC Volunteer Coordinator.

2. Selection.

- a. ACC staff will review the application to determination of fit for the volunteer position requested.
- b. The interested applicant may be interviewed to further determine fit for the volunteer position.
- c. A background check may be required as outlined in section 3, below.

3. Background Checks

There are volunteer positions that, for legal and insurance liability reasons, the applicant will be subject to passing a background check in order to serve as a volunteer. To ensure the safety of community residents, children, and staff and in accordance with state law, guidelines for background checks have been developed as follows. It is imperative to remember that supervision of volunteers is the responsibility of the designated staff member associated with the event/activity.

- a. Background checks will be required for persons who volunteer for the ACC, including but not limited to:
- Volunteer coaches and other persons working closely with children
 - Persons assisting in areas where guests may be vulnerable, such as in close proximity to dressing rooms, etc.
 - Others as determined by the ACC
- b. The extent of the background check may vary based on the position. It can include criminal and/or civil checks. ACC staff shall adhere to established procedures for processing background checks, including ensuring the confidentiality of the results.
- c. Background check results may impact a person's ability to serve as a volunteer. ACC staff shall have sole discretion in determining whether a person qualifies to serve as a volunteer. The ACC recognizes that there is a level of subjectivity when determining eligibility of a potential volunteer to serve based on what is in the background check. We will treat each review with the utmost sensitivity and reasonableness. To that end, and to ensure consistency, the determination as to eligibility to serve will fall with the HR Manager and the CEO.
- d. Contact the Volunteer Coordinator for the necessary background checks. Allow 1-2 weeks for processing. Financial responsibility for completing background checks falls upon the ACC (volunteers will not be charged). Background checks will be required, at a minimum, once every three years for each individual volunteer. Annual disclosure statements will be required.
- e. Background checks will be run through a reputable company and will include a social security number check, research into any criminal or civil court proceedings, and verification of the information. In some occasions, if necessary, it may include a review of online information.

4. Orientation and Training

- a. Training is required for all volunteers and will be provided by the ACC. Volunteering is a scheduled, pre-arranged activity. When a volunteer expresses an interest in working with the ACC and wants to assist with the type of jobs for which help is needed, there are ACC guidelines that must be followed for safety and legal reasons before a volunteer begins to work. Those will be explained through training. Items covered may include:
- Program Purpose
 - Volunteer's Responsibility and Requirements
 - Critical Procedures and Practices
 - Safety and First Aid Information
 - Volunteer Paperwork
 - Other information necessary for volunteer role
 - Mandatory reporting training
- b. The intent of this orientation is to familiarize the volunteer with ACC procedures, have a question/answer period, and allow volunteers to become more comfortable with the process. Individual facilities will include any necessary site-specific training.
- c. Follow-up training will be offered based on the needs of the ACC and/or the volunteer. The training may be individualized in small groups dealing with frequently handled issues.

Section 2: Volunteer Guidelines, Policies and Procedures

8.2.1 Policies and Procedures

Volunteers will be required to comply with the following policies and procedures, depending on the position. Individual volunteer position requirements will be kept on file at the ACC with copies provided to the volunteer.

All volunteers must:

- Complete, and update biannually, a Volunteer Service Agreement to be kept on file.
- Complete, and update biannually, a Volunteer Registration Card to be kept on file.

Some volunteer positions, as designated, will require the volunteer to:

- Sign in when on ACC property and sign out when leaving.
- Wear identification provided by the ACC.
- Follow all ACC rules, policies and procedures.

8.2.2 Insurance Coverage

Volunteers are covered by the ACC's liability insurance policy while they are on ACC property working under the direct supervision of the professional staff; however, volunteers must be registered as a volunteer for the ACC and a record of dates/hours worked must be maintained. If you have any questions about this coverage, check with Human Resources. The ACC does not carry health insurance or workers compensation coverage for volunteers. Any injuries that occur while volunteering must be reported immediately to the Volunteer's ACC supervisor. Volunteers are included as additional insured's on the ACC's liability insurance but only when they are acting within the course and scope of their assigned volunteer duties. This coverage does not replace the need for all volunteers to carry their own personal liability insurance under a homeowners' policy or related coverage. Volunteers should confer with their personal insurance agent or broker to advise them of their volunteer activities and review their personal insurance coverage in connection with that activity.

8.2.3 Supervision of Volunteers

ACC volunteers generally work under the supervision of the professional staff at each ACC facility. Volunteering is a scheduled, prearranged activity. The ACC is responsible for the safety and wellbeing of each resident and guest. Understandably for these reasons, the ACC at its sole discretion may dismiss any volunteer whose actions are not in the best interest of the ACC or community.

8.2.4 Confidentiality

- a. As volunteers work with the staff, residents and guests, information of a confidential manner may be shared. The problems, abilities, relationships and confidences of staff, residents, and guests, should NEVER be discussed with anyone who does not have the professional right or the need to know.
- b. Volunteers are bound by a code of ethics (see Volunteer Service Agreement) to keep confidential matters within the ACC. The staff, residents, and guests need to know they can trust the volunteers.
- c. Occasionally, a child might confide in a volunteer about family matters or personal problems. Keep this confidential. If it is vital for the ACC to have this information in order to help the child or address a serious situation, discuss the child's conversation (in private) with Human Resources.

d. ACC volunteers are considered mandatory reporters of suspected child neglect and abuse. If a child discloses that he/she is in a dangerous situation or if you have reason to suspect neglect/abuse, please report this immediately and privately to Human Resources or, in his absence, the CEO, COO, CFO, or Department Director, who will help you with further reporting to a peace officer and/or Child Protective Services.

8.2.5 Discipline

The ACC has a detailed discipline policy and the responsibility of discipline rests with the professional staff. Volunteers may not discipline staff, residents, or guests. Volunteers should report any disciplinary issues with the Volunteer's Supervisor at the time of the incident.

8.2.6 Interaction with Children

Volunteers may never release a minor from ACC property. Minors who must leave ACC property early for any reason must receive permission from the ACC Management and sign out before leaving. Under no circumstances may a volunteer take a minor off ACC property. Volunteers may not walk or drive minors to or from their homes.

8.2.7 Behavior and Dress

a. Volunteers are expected to demonstrate good character and ethical behavior. A volunteer may not engage in any behavior or activity that may cause harm to themselves or others. In addition, physical contact is not encouraged and should be limited to brief behaviors such as a hand shake.

b. Volunteers are expected to dress appropriately for the job they are doing. Casual clothing is fine; however, appearance must be neat and professional. Dress code may vary dependent on the facility/activity.

c. Civic Building and Community Center Administrative Volunteers - Each volunteer will be provided with a standard issue ACC polo shirt to wear while on shift. Chino pants, capris, and skirts are acceptable. No jeans, shorts, sweatpants, athletic attire or flip-flops permitted. Accessories, makeup, and cologne should be minimal and professional.

d. Sports Volunteers- Shorts and athletic attire are permitted for sports volunteers. Attire should be conservative in nature and appropriate for the activity.

8.2.8 Commitment

Carefully consider the commitment you are making before agreeing to volunteer. The work volunteers do is important. Do not promise to volunteer more time than you will be able to complete. It is better to start out with a few hours a week and gradually build up to more if you find you have additional time.

8.2.9 Dependability

Volunteering is a scheduled, pre-arranged activity. Volunteers should be prompt and consistent. The volunteer should let the Volunteer Supervisor know as far in advance as possible if they cannot volunteer.

8.2.10 ACC Rules

- a. The Volunteer Handbook and the Board Policy Manual outline the ACC rules, policies and procedures. Volunteer should refer to the handbook and policy manual if any questions come up. If a situation arises and there appears to be no policy in place to resolve, consult with the manager on duty immediately.
- b. Volunteers should not express personal opinions/suggestions to patrons and should only provide ACC approved information.
- c. ACC will have a policy / procedure for reporting incidents that may involve bodily injury, personal injury and/or property damage. The procedure will outline how such incidents are reported, to whom, etc.
- d. Possession of tobacco products, alcohol, prescription or illegal drugs, or drug paraphernalia on ACC property and at offsite ACC-sponsored events, is not permitted except in the case of medical necessity as approved by ACC staff or medical emergency.
- e. Volunteers may not drive ACC vehicles at any time, nor shall they transport children, residents, or guests in their personal vehicles while volunteering.
- f. Volunteers may not bring children or guests along while volunteering on ACC property or at an ACC sponsored event without prior notice and approval from the ACC.

8.2.11 Allergies

The needs of guests, staff, and volunteers vary when it comes to allergies. For that reason, volunteers should consult their supervisor about procedures and practices to be followed. It is critical that those procedures be followed exactly. Volunteers should share any special needs they may have with staff.

8.2.12 Cell Phones

Cell phones are to remain completely silent when volunteering. Volunteers are encouraged to limit using cell phones for personal reasons while on duty.

8.2.13 Volunteer Hours

ACC volunteers normally help during regular ACC hours. If volunteering is requested after regular ACC hours, ACC personnel should be present to oversee the activity. It is essential that there is access to a first aid kit, a phone, and emergency contact information.

Resolutions

01/22/2014 - Amendment to the Board Policy Manual to add The Rules, Regulations, and Fees for the Anthem Civic Building

02/26/2014 - Amendment to the Board Policy Manual to add the Volunteer Program

03/27/2014 - Amendment to the Board Policy Manual updating Investment Policies Governing the Reserve Fund, Enhancement Fund, and Operations Fund

04/23/2014 - Amendment to the Board Policy Manual updating the Volunteer Policy

06/25/2014 - Amendment to the Board Policy Manual updating the Anthem Civic Building LED Monument Sign Policy

06/25/2014 - Amendment to the Board Policy Manual adding the Anthem Civic Building Rental Room Setup Fee

06/25/2014 - Amendment to the Board Policy Manual adding the Anthem Youth Advisory Council

07/23/2014 - Amendment to the Board Policy Manual adding Collections and Foreclosure Policies

08/27/2014 - Amendment to the Board Policy Manual updating the Commercial Design Review Advisory Committee

09/24/2014 - Amendment to the Board Policy Manual updating the Anthem Youth Advisory Council

09/24/2014 - Amendment to the Board Policy Manual updating the Facility Rules and Regulations

11/19/2014 - Amendment to the Board Policy Manual adding the Commercial LED Monument Sign Policy

11/19/2014 - Amendment to the Board Policy Manual adding Governing ACC Employees Serving on ACC Boards/Committees/Commissions

06/24/2015 - Amendment to the Board Policy Manual updating the ACC Collections Policies and Procedures

06/24/2015 - Amendment to the Board Policy Manual updating and consolidating ACC Investment Policy

07/29/2015 - Amendment to the Board Policy Manual updating the Anthem Young Advisory Council Charter

07/29/2015 - Amendment to the Board Policy Manual updating the Commercial Design Review Advisory Committee

11/05/2016 - Amendment to the Board Policy Manual adding Opportunity Way Park

01/25/2017 - Amendment to the Board Policy Manual adding Amplified Sound

01/25/2017 - Amendment to the Board Policy Manual updating Collections Policy

02/22/2017 - Amendment to the Board Policy Manual updating Weapons and Drug Policy

06/28/2017 - Amending to the Board Policy Manual, Investment Policy

06/28/2017 - Amending to the Board Policy Manual, Anthem Youth Advisory Council (AYAC)

06/28/2017 - Amending to the Board Policy Manual, Manual, Skate Park

09/27/2017 - Amending to the Board Policy Manual, Anthem Civic Building Philosophies, Rules, Regulations, and Fee Structure

09/27/2017 - Amending to the Board Policy Manual, Committees

01/24/2018 – Amending to the Board Policy Manual, Council Facility Rules and Regulations and Removing Anthem Civic Building Philosophies, Rules, Regulations, and Fee Structure

03/28/2018 – Amending to the Board Policy Manual, Anthem Youth Advisory Council (AYAC)