



When Recorded Mail to:

The Rim Golf Club Community Association
904 S. Beeline Highway, Ste B
Payson, AZ, 85541

CAPTION HEADING: Amended Exhibit C of The Rim Golf Club Community Association CC&R's

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This is part of the official document.

This document is being re-recorded for the purpose of Replacing the Existing Exhibit C of The Rim Golf Club Community Association CC&R's, Pages 1-6.

This Document Replaces and Corrects Document No. 2019-004904 Recorded on 5-8-2019.

Unofficial Copy



EXHIBIT C

Initial Use Restrictions and Rules

The following restrictions shall apply to all of the Properties until such time as they are amended, modified, repealed, or limited by rules of the Association adopted pursuant to Article X of the Declaration.

1. **General.** The Properties shall be used only for residential, recreational, and related purposes (which may include, without limitation, an information center, development office and/or a sales office of the Declarant, and offices for any property manager retained by the Association) consistent with this Declaration.

2. **Restricted Activities.** The following activities are prohibited within the Properties unless expressly authorized by, and then subject to such conditions as may be imposed by, the Board of Directors:

(a) Any outside burning including the burning of trash, leaves, debris, or other materials, at any time by Owners, Builders, their designees, or any other person;

(b) Parking of any vehicles overnight on private streets or thoroughfares, or parking at any time of commercial vehicles or equipment, mobile homes, campers, recreational vehicles, golf carts, snow mobiles, boats and other watercraft, trailers, stored vehicles, or inoperable vehicles in places other than enclosed garages; provided, construction, service, and delivery vehicles shall be exempt from this provision during daylight hours for such period of time as is reasonably necessary to provide service or to make a delivery to a Unit or the Common Areas;

(c) Raising, breeding, or keeping of animals, livestock, or poultry of any kind, except that a reasonable number of dogs, cats, or other usual and common household pets may be permitted in a Unit; however, those pets which are permitted to roam free, or, in the sole discretion of the Board, make objectionable noise, endanger the health or safety of, or constitute a nuisance or inconvenience to the occupants of other Units shall be removed upon request of the Board. If the pet owner fails to honor such request, the Board may remove the pet. Dogs shall be kept on a leash or otherwise confined in a manner acceptable to the Board whenever outside the dwelling. Pets shall be registered, licensed, and inoculated as required by law;

(d) Any activity which emits foul or obnoxious odors outside the Unit or creates noise or other conditions which tend to disturb the peace or threaten the safety of the occupants of other Units;

(e) Any activity which violates local, state, or Federal laws or regulations; however, the Board shall have no obligation to take enforcement action in the event of a violation;

(f) Pursuit of hobbies or other activities which tend to cause an unclean, unhealthy, or untidy condition to exist outside of enclosed structures on the Unit;

- (g) Any noxious or offensive activity which in the reasonable determination of the Board tends to cause embarrassment, discomfort, annoyance, or nuisance to persons using the Common Area or to the occupants of other Units;
- (h) Use or discharge of any radio, loudspeaker, horn, whistle, bell, or other sound device so as to be audible to occupants of other Units, except alarm devices used exclusively for security purposes;
- (i) Use and discharge of firecrackers and other fireworks;
- (j) Dumping of grass clippings, leaves or other debris, petroleum products, fertilizers, or other potentially hazardous or toxic substances in any drainage ditch, stream, pond, or lake, or elsewhere within the Properties, except that fertilizers may be applied to landscaping on Units provided care is taken to minimize runoff, and Declarant and Builders may dump and bury rocks and trees removed from a building site on such building site;
- (k) Accumulation of rubbish, trash, or garbage except between regular garbage pick-ups, and then only in approved containers;
- (l) Obstruction or rechanneling of drainage flows after location and installation of drainage swales, storm sewers, or storm drains, except that the Declarant and the Association shall have such right; provided, the exercise of such right shall not materially diminish the value of or unreasonably interfere with the use of any Unit without the Owner's consent;
- (m) Subdivision of a Unit into two or more Units, or changing the boundary lines of any Unit after a subdivision plat including such Unit has been approved and filed in the Public Records, except that the Declarant shall be permitted to subdivide or replat Units which it owns;
- (n) Swimming, boating, use of personal flotation devices, or other active use of lakes, ponds, streams, or other bodies of water within the Properties, except that the Declarant, its successors, and assigns shall be permitted and shall have the exclusive right and easement to retrieve golf balls from bodies of water within the Common Areas and to draw water from lakes, ponds, and streams within the Properties for purposes of irrigation and such other purposes as Declarant shall deem desirable. The Association shall not be responsible for any loss, damage, or injury to any person or property arising out of the authorized or unauthorized use of rivers, lakes, ponds, streams, or other bodies of water within or adjacent to the Properties;
- (o) Use of any Unit for operation of a timesharing, fraction-sharing, or similar program whereby the right to exclusive use of the Unit rotates among participants in the program on a fixed or floating time schedule over a period of years, except that the Board expressly authorizes Unit Owners who voluntarily participate in the approved Stay and Play program to enter into rental programs subject to the conditions set forth in Section 5 below.
- (p) Discharge of firearms; provided, the Board shall have no obligation to take action to prevent or stop such discharge;
- (q) On-site storage of gasoline, heating, or other fuels, except that a reasonable amount of fuel may be stored on each Unit for emergency purposes and operation of lawn



mowers and similar tools or equipment, and the Association shall be permitted to store fuel for operation of maintenance vehicles, generators, and similar equipment;

(r) Any business, trade, garage sale, moving sale, rummage sale, or similar activity, except that an Owner or occupant residing in a Unit may conduct business activities within the Unit so long as: (i) the existence or operation of the business activity is not apparent or detectable by sight, sound, or smell from outside the Unit; (ii) the business activity conforms to all zoning requirements for the Properties; (iii) the business activity does not involve regular visitation of the Unit by clients, customers, suppliers, or other business invitees or door-to-door solicitation of residents of the Properties; and (iv) the business activity is consistent with the residential character of the Properties and does not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of other residents of the Properties, as may be determined in the sole discretion of the Board.

The terms "business" and "trade," as used in this provision, shall be construed to have their ordinary, generally accepted meanings and shall include, without limitation, any occupation, work, or activity undertaken on an ongoing basis which involves the provision of goods or services to persons other than the provider's family and for which the provider receives a fee, compensation, or other form of consideration, regardless of whether: (v) such activity is engaged in full or part-time, (vi) such activity is intended to or does generate a profit, or (vii) a license is required.

The leasing of a Unit shall not be considered a business or trade within the meaning of this subsection. This subsection shall not apply to any activity conducted by the Declarant or a Builder approved by the Declarant with respect to its development and sale of the Properties or its use of any Units which it owns within the Properties;

(s) Capturing, trapping, or killing of wildlife within the Properties, except in circumstances posing an imminent threat to the safety of persons using the Properties;

(t) Any activities which materially disturb or destroy the vegetation, wildlife, or air quality within the Properties or which use excessive amounts of water or which result in unreasonable levels of sound or light pollution;

(u) Conversion of any carport or garage to finished space for use as an apartment or other integral part of the living area on any Unit without prior approval pursuant to Article IX;

(v) Operation of motorized vehicles on pathways or trails maintained by the Association, except that golf carts may be operated on cart paths intended for such purposes;

(w) Any construction, erection, or placement of anything, permanently or temporarily, on the outside portions of the Unit, whether such portion is improved or unimproved, except in strict compliance with the provisions of Article IX of the Declaration. This shall include, without limitation, basketball hoops, swing sets and similar sports and play equipment; clotheslines; garbage cans; woodpiles; above-ground swimming pools; hedges, walls, dog runs, animal pens, or fences of any kind; and signs of any kind except signs for street names, home address numbers, building signs, and club directions.



3. Prohibited Conditions. The following shall be prohibited within the Properties:

(a) Plants, animals, devices, or other things of any sort whose activities or existence in any way is noxious, dangerous, unsightly, unpleasant, or of a nature as may diminish or destroy the enjoyment of the Properties;

(b) Structures, equipment, or other items on the exterior portions of a Unit which have become rusty, dilapidated or otherwise fallen into disrepair;

(c) Sprinkler or irrigation systems or wells of any type which draw upon water from lakes, creeks, streams, rivers, ponds, or other ground or surface waters within the Properties, except that Declarant and the Association shall have the right to draw water from such sources;

(d) Exterior antennas, aerials, satellite dishes, or other apparatus for the transmission or reception of television, radio, satellite, or other signals of any kind unless completely contained within the dwelling on the Unit so as not to be visible from outside the dwelling or unless otherwise approved pursuant to Article IX of the Declaration, except that, one such apparatus measuring no more than 24 inches in diameter may be placed on a Unit unless the Board of Directors disapproves or the Reviewing Body under Article IX determines that the apparatus is aesthetically incompatible with the surrounding structure or environment. Declarant and the Association shall have the right, without obligation, to erect or install and maintain such apparatus for the benefit of all or a portion of the Properties.

4. Leasing of Units. "Leasing," for purposes of this Paragraph, is defined as regular, exclusive occupancy of a Unit by any person, other than the Owner for which the Owner receives any consideration or benefit, including, but not limited to, a fee, service, gratuity, or emolument. With the exception of Stay and Play Units, Units may be leased only in their entirety and no fraction or portion of a Unit may be leased. The Board expressly authorizes Stay and Play Units for lease of less than the entire Stay and Play Unit subject to the conditions set forth in Section 5 below. All leases shall be in writing. The Board may require a minimum lease term. Notice of any lease, together with such additional information as may be required by the Board, shall be given to the Board by the Unit Owner within 10 days of execution of the lease. The Owner must make available to the lessee copies of the Declaration, By-Laws, and the Use Restrictions and Rules.

5. Stay and Play. Upon determination, in its sole discretion, to be in the best interest of the community, the Board may designate selected Units for modified use permitting Owners to voluntarily participate in a "Stay and Play" program that allows for short-term rental of Units with certain golf privileges in coordination with the Golf Club. Stay and Play units will be allowed in Cabin lots 5-9, Lots 313-317 and Lots 188-194.

6. Lot Consolidation/Replat Guidelines. Any action of consolidation or replat approved by the Board of Directors shall not reduce the total number of assessed Lots to less than 315 Lots; and shall not increase the number of Lots in the community to more than 340 Lots.

Any owner's request to consolidate contiguous Lots for the purpose of, but not limited to,

As of May 2021



maintaining privacy or protecting views, shall continue to pay quarterly assessments for each Lot.

An owner's request to consolidate contiguous Lots for the purpose of expanding the building envelope across Lot lines for reasons of, but not limited to, a size-limited building envelope created by (for example) steep terrain, or desire to construct a larger house that cannot be accommodated by the existing building envelope the HOA may grant that privilege on an individual basis subject to ARC review and board approval. This consolidation process will generate a "consolidation fee" equal to eight quarterly assessment payments, whatever the current assessment. The Lot owner will continue to pay a quarterly assessment for each lot until the payment of the "consolidation fee". This "consolidation fee" is to be paid at the time the construction deposit is posted. Any lot consolidation must be approved prior to commencement of construction on the resultant lot.

This type of consolidation will result in the homeowner paying only one quarterly assessment for the multiple lots beginning with the first calendar quarter following payment of the "consolidation fee" and posting the construction deposit.

Current Lot owners who own multiple Lots and pay only one assessment but cast multiple association votes equal to the number of consolidated lots will be prohibited from grandfathering these voting rights to buyers of their properties. The new owners shall vote in a way that is no different than all other Lot owners.

Lot Consolidation/Replat Guideline Chart

Action	Fees and Assessments	Replat	Timing of collections
Consolidate with adjoining Lot to maintain privacy or protect views, no change in building envelope	No change in assessments, owner will continue to pay two assessments	No	N/A
Consolidate adjoining Lot with a new building envelope across both Lots.	New single assessment for both Lots after payment of a "consolidation fee" equivalent to eight quarterly HOA assessments	Yes	Consolidation Fee to be paid at the same time the Construction Deposit is posted

Three Lots into two Lots/units	Single assessment for each resultant Lot, plus a "consolidation fee" equal to four quarterly assessments for each of the two resultant lots.	Yes	Consolidation Fee to be paid at the same time the Construction Deposit is posted
Create additional Lot(s) by reconfiguring existing lots	Single assessment for each resulting Lot/unit.	Yes	As the ownership of the newly created Lots/units change, new assessments will be collected.

General

- Anytime a replat of contiguous Lots results in more homes/units than the original Lot configuration, each resultant home/unit would pay the then current Community Association dues beginning with the calendar quarter following the transfer of ownership of the newly created lot. There would not be any consolidation fee charged.
- Anytime a replat of contiguous Lots results in fewer homes/units than the original lot configuration, and the building envelopes of the resulting lots crosses the original lot boundary, a consolidation fee equal to eight calendar quarter assessments will be charged. In a three Lot/unit for two Lot/unit consolidation/result, the "consolidation fee" equal to eight calendar quarter assessments will be split between the two resultant lots/units.
- If two lots are combined and construction has not commenced within two years of paying the lot "consolidation fee" the owner will be required going forward to pay the quarterly assessment for both lots and an additional "consolidation fee" will be required when construction begins. When construction begins and the additional "consolidation fee" is paid, the quarterly assessments will be reduced to only one lot.
- The Board of Directors will review all future Lot Consolidations and Lot Splits on a case-by case basis based on the merits of the request. If approved or denied, the decision of the Board of Directors is final.