

**THE RIM GOLF CLUB COMMUNITY ASSOCIATION  
CONSOLIDATED ASSOCIATION RULES  
& ENFORCEMENT POLICY**

**August 2022**

**THE RIM GOLF CLUB COMMUNITY ASSOCIATION  
CONSOLIDATED ASSOCIATION RULES  
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**THE RIM GOLF COMMUNITY ASSOCIATION  
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**ARTICLE 1  
PURPOSE, ORGANIZATION AND FINANCE**

**1. Project Documents.** The Rim Golf Club Community Association (the “Association”) was established on April 28, 1998, as an Arizona nonprofit corporation for the purpose of providing management, maintenance and care of the Common Area and any other property placed under its jurisdiction. The duties and powers of the Association are defined in the Governing Documents, which are as follows:

- i. Declaration of Covenants, Conditions and Restrictions for The Rim, as may be amended from time to time (the “Declaration” or “CC&Rs”).
- ii. Articles of Incorporation of The Rim Golf Club Community Association (“Articles”).
- iii. The Rim Golf Club Community Association Bylaws (“Bylaws”).
- iv. Association Rules and Enforcement Policy (“Rules”); and
- v. Residential Design Criteria and Guidelines (“Guidelines”).

Throughout these Rules capitalized words will have the same meanings as described in Article 1 of the Declaration.

Each Owner in The Rim is a Member of the Association and is provided with a copy of the Governing Documents. By taking title to a Lot within The Rim, an Owner agrees to comply with the provisions of the Governing Documents as they pertain to the Owners and Members. Owners are encouraged to read all Governing Documents to gain an understanding of how the Association operates and what restrictions are placed upon their property and the Common Area.

Each Owner in The Rim is responsible for all action of his or her guests or renters while using the Rim property. According to Section 3.24 of the By-Laws, if any Owner, tenant, employee, guest or invitee of an Owner violates the Governing Documents and a fine is imposed, the fine will be assessed to the Owner. If the Owner refuses to comply with the Governing Documents, the Board may choose to either use self-help or dispute resolution procedures, including lawsuit, to remedy any violation or recover monetary damages or both. In any such action, to the maximum extent

permissible, the Owner is responsible for the violation and will pay all costs, including reasonable legal fees incurred.

According to Section 3.24 of the By-Laws “the failure of the Board to enforce any provision of the Declaration, By-Laws, or any rule shall not be deemed a waiver of the right of the Board to do so thereafter.”

All violations will be kept on record for 12 months. If no subsequent violations occur during a twelve-month period, the violations will be cleared from the record.

**2. Management.** The Board of Directors of the Association (“Board”) is responsible for the administration of the Association and is authorized to hire personnel necessary for the daily operation of the Association.

The Board has hired a property manager (the “Manager”) to oversee the daily operation of the Association. The Manager will work closely with the Board to assure that the Association is being operated in a manner that will enhance and preserve the community. The name, address and telephone number of the Manager will be provided to each Owner upon taking title to a lot.

**3. Assessments/Dues.** The funds necessary to operate the Association and its facilities are provided by the Assessments levied by the Association against each Lot within The Rim. The Board, subject to the provisions of the Declaration, has the authority to levy quarterly Assessments to provide for the operation, maintenance, and management of the Association, and for repair or replacement of facilities upon the Common Area. The financial stability of the Association is dependent upon the timely payment of all Assessments. The following rules will apply to the payment of Assessments:

- 1<sup>st</sup> day of each quarter: Assessment is due and payable to the Association at the address provided by the Manager.
- 15<sup>th</sup> day of the first month: If payment is not received at the above address by this date, a \$50.00 charge for late payment will be automatically assessed (charges for late payment will be applied on every account showing one full assessment due with no notice to Owner).
- 16<sup>th</sup> day of second month: If payment is not received at the above address by this date, an additional \$50.00 charge may be assessed, and a demand letter is mailed. RFID tags may be deactivated at this time.
- 1<sup>st</sup> day of fourth month: If payment has not been received 90 days after the due date, the account may, in the sole discretion of the Board, be turned over to the Association’s legal counsel. The Association’s legal counsel will prepare and file a notice of lien. A lien fee will be charged (preparation and filing fees) to the Owner’s delinquent account. The lien will remain on the property until the account is current. This policy coincides with the **AZ State Statute A.R.S. 33-1807.** The Association may lien the property once there is a past due balance for one year or \$1,200 whichever occurs first.
- Additional fees to cover court costs will also be added to the Owner’s delinquent account.

- Any fees incurred in the collection of this matter will be charged to the delinquent Owner, at the Association's cost. Notwithstanding anything contained herein to the contrary, the Board, in its reasonable discretion, may pursue any other rights and remedies available to the Association pursuant to the Declaration or under law. These remedies could include personal judgment lawsuits or foreclosure lawsuits.
- Returned checks: There will be a \$25 charge for checks not paid by an Owner's bank.

The fiscal year for the Association is the calendar year. The amount of the Annual Assessment will be determined each year by the Board and all Owners will be notified at least thirty (30) days prior to the beginning of the new year of the Quarterly Assessments for the following year.

**ARTICLE 2 ASSOCIATION PROPERTY  
GENERAL RULES**

**1. Code of Conduct.** In accordance with the Code of Conduct Adopted on February 21, 2000, and amended on March 23, 2006, by the Association's Board of Directors, the following will apply:

- i. Employees and agents of the Association shall, always, treat with courtesy Members of the Association, and guests of Members, and shall comply with all Board rules and policies, and directions and instructions from the Association's Manager and supervisory personnel with respect to the use of Association properties.
- ii. No employee or agent of the Association shall:
  - a. Verbally or physically assault or abuse any Member of the Association or guest of any Member.
  - b. Use profanity in addressing any Member of the Association or guest of any Member.
  - c. Intimidate or seek to intimidate any Member of the Association or guest of any Member.
  - d. Interfere with any Member of the Association, guest of any Member, in the use of the Common Areas consistent with Association rules.
- iii. Members of the Association, and their guests, Builders, Contractors, employees of Contractors and Vendors, shall always treat Association employees and agents of the Association with courtesy and respect, and shall comply with all Board rules and policies, and directions and instructions from the Association's Manager and other supervisory personnel with respect to the use of the Common Areas.

- iv. No Member of the Association, or guest of Members, member of the Rim Golf Club or their guest(s), Builders, Contractors, employees of Contractors and Vendors shall:
  - a. Verbally or physically assault any employee or agent of the Association.
  - b. Use profanity in addressing any employee or agent of the Association.
  - c. Intimidate or seek to intimidate any employee or agent of the Association.
  - d. Interfere with any employee or agent of the Association in the performance of their duties.
- 2. **Responsibility.** Owners are responsible for all activities of their guests or renters while on The Rim property.
- 3. **Notice and Advertisements.** No notices, advertisements or posters of any kind shall be placed or distributed on Common Areas without the prior written consent of the Board.

**ARTICLE 3  
GENERAL RULES GOVERNING THE USE OF  
LIMITED ACCESS GATES**

- 1. **Methods of Access.**
  - a. Automatic access is provided for Members using a Radio Frequency Identification tag (“RFID tag”).
  - b. All Members may purchase an RFID tag for each vehicle used by that Member for the purpose of entering or exiting the property (this includes long term renters). The Board also permits members of The Rim Golf Club who are not Owners to purchase RFID tags for purposes of entering and exiting the property.
  - c. All persons without RFID tags must enter by the main Security gatehouse and register with the Security officer on duty.
  - d. Tailgating is prohibited.
  - e. RFID tags cannot be transferred to another vehicle. The RFID circuit will be broken if a Member attempts to remove the tag from the headlamp. If a Member no longer owns a vehicle, Security should be notified so the RFID tag can be deactivated. The Member will be required to purchase a new RFID tag for their new vehicle.
  - f. RFID tags can be purchased through the Community Association Security.
  - g. The Association may deactivate RFIDs if a Member is delinquent in the payment of assessments.

**2. Real Estate Agent Access.**

- a. A Member must notify the Association in writing (or by email) when they have listed their property for sale.
- b. The Member must provide the Association with the listing agent's name and real estate company.
- c. When the listing agent and/or client arrive at the gatehouse, they will need to present photo ID and the listing agent's business card.
- d. The prospective buyers must be accompanied by the Member or a real estate agent at all times during the buyers' initial visit.
- e. If the prospective buyers desire to revisit the property, the listing agent must notify Security prior to the visit to obtain a temporary pass.
- f. Serious buyers may request a two-day pass for additional access to the property. The listing agent must notify Security of the buyers' intention prior to the issuance of the pass.
- g. If another agent is accessing the property to show the listing other than the listing agent, it will be the responsibility of the listing agent to notify Security of their request to obtain a temporary pass.
- h. If a property is being sold by the Member, and not an agency, Security must be notified, in advance, by the Member of any visitor(s) who have been authorized to enter the community for the purpose of inspecting the property.
- i. Upon the closing of a sale, it will be the listing agent and the Title Company's responsibility to contact the Community Association's escrow department, to collect final information prior to the close of escrow.

These provisions were adopted by the Board of Directors on March 24, 2003 and amended on August 14, 2021.



## ARTICLE 4

### GENERAL RULES GOVERNING THE USE OF COMMON AREA

As stated in the CC&Rs Section 2.1 (c), the Board has the right to adopt rules, regulations or policies regulating the use and enjoyment of the Common Area.

1. **Damage or Vandalism:** Any damage to the Common Areas of The Rim including gates, mail clusters, grounds, light posts, or roads will result in a fine pursuant to the fine schedule, plus the cost of the repair or restoration to damaged or defaced property. Nudging the gates open with a vehicle is considered vandalism. The Association will prosecute offenders to the fullest extent of the law.

2. **Traffic Violations:** The Traffic Control Policy (adopted March 18, 2002, and revised August 9, 2012) was adopted to regulate the use of the roads in The Rim. Violations of this traffic control policy will result in a fine pursuant to the fine schedule.

**2.1. Example of Traffic Violations:**

- Non-licensed or underage operation of any motor vehicle on The Rim streets.
- Speeding
- Failure to obey traffic control signs or security officer's direction.

All traffic control laws followed within The Rim are inclusive of Town of Payson and State of Arizona traffic laws.

3. **Motorized Scooters, Golf Carts, Go-Karts, Pocket-bikes, Off Road Motorcycles and ATVs:** Operating any motorized vehicle that cannot be licensed for highway travel, other than golf carts, is strictly prohibited. Golf carts may be operated within The Rim but may be subject to a safety review by the Rim Security prior to operation on the streets. Motorized vehicles may only be operated on paved streets within The Rim.

4. **Parking Violations:** As stated in the CC&Rs, Exhibit "C" Section 2 (b), Owners and guests may park on driveways and in garages. They may only park on the street during the day. No overnight parking on the streets is allowed. Parking on other areas of your property not designated for parking, or "yard parking" is not acceptable. As stated in the CC&Rs, boats and trailers must be kept within the garage of any Unit. Recreational Vehicles (RVs) can be parked outside of the home, in the driveway, for a period of no longer than 24 hours to allow for loading or unloading and cleaning the RV. Visiting guests may park (but not stay in) an RV in the Member's driveway for up to 72 hours.

5. **Littering:** Per Exhibit C of the CC&Rs “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, is prohibited. This would include littering on the property, and/or not cleaning up after your pet. Fines will be assessed pursuant to the Association’s fine schedule.

6. **Pets must be on a Leash:** The Rim has a leash law that is very similar to the Payson Town Code, Ordinances Section 90.04 and 90.20. If a pet is seen running loose and/or off leash on the Common Area or another Owner’s property, the pet Owner will be cited with a violation. Fines will be assessed pursuant to the Association’s fine schedule. If the pet cannot be identified as belonging to a specific Owner, Town of Payson Animal Control may be called by anyone at 928-474-5177 to have the animal safely removed from the community.

Any pet that attacks a person or another pet will be deemed as “dangerous” and the attack will be reported to the Town of Payson Police Department. The fines for an attack on another pet or human may be determined by the Board, and medical bills incurred by the victim will be the responsibility of the owner of the aggressive animal. Any animal deemed dangerous must be muzzled when off the owner’s property. Any subsequent attacks may result in the animal being banned from the Community.

Pets must be cleaned up after as well. Please see “Littering” Section 4.5

7. **Barking Dogs or other Loud Noises:** Per Exhibit C of the CC&Rs, “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” is prohibited. This includes incessant bird deterrent noise devices as well as dog barking. Incessant, by definition, is “continuing or repeating without interruption.” Section 130.20 (C) (9) regarding Animals of the Town of Payson Code of Ordinances states “Keeping any animal or fowl in a manner which causes (i) loud, frequent, raucous, or long continued noise that disturbs the comfort and repose of any person in the vicinity; or (ii) repeated howling, barking, whining, or other utterances that disturb the peace and quiet of any person or deprive any person or persons of the quiet and peaceful enjoyment of their property” is prohibited. This also includes extreme noise after Town of Payson quiet hours, which are available on the Town of Payson website. Fines will be assessed pursuant to the Association’s fine schedule.

**8. Sporting/Outdoor Equipment:** Sporting/Outdoor Equipment must be brought in from the street, sidewalks, and off driveways every night so as not to be visible from the street. Fines will be assessed pursuant to the Association's fine schedule. Basketball hoops that are broken or in otherwise unusable state must be either repaired or disposed of by the homeowner.

**9. Discharging of Firearms:** The discharge of any firearm is prohibited within the community. The fines will be determined by the Board.

**10. Path and Trail Rules:** Motorized vehicles are prohibited on all hard-surfaced, multi-use paths and wheeled vehicles are prohibited on all soft-surfaced trails. The leash law and litter rules are in effect on all paths and trails. Loud music and/or unsafe usage of the paths and trails are prohibited. Removing, marring, or defacing natural vegetation; picking flowers, cutting vegetation, and digging up plants; harassing, molesting, or harming wildlife or wildlife habitat; and removing, destroying, or defacing any signs, benches, or trash receptacles is prohibited. Smoking is prohibited on all Common Areas. Rules relating to use of The Golf Club's cart paths are determined by The Golf Club.

## ARTICLE 5

### GENERAL RULES GOVERNING THE USE OF LOTS

#### **1. Maintenance of Property.**

**1.1 Seasonal Residents.** Each Owner should become familiar with Sections 6.2 of the Declaration. It is each Owner's responsibility to maintain his/her property in a good and clean condition 365 days a year, even though an Owner may be a seasonal Resident. Seasonal Residents must contract for and assure that maintenance is being performed during absences from The Rim.

#### **1.2. Examples of Violations:**

- Overgrown landscaping
- Excessive weeds
- Pine needles on roof/hanging out of gutters
- Home needing re-staining or repainting
- Lot or home falling into disrepair

**1.3 Remedies.** Failure to maintain an Owner's property may result in the Association taking any action available to it under the Declaration, including without limitation, the right to perform the maintenance at the cost of the Owner and the Association levying fines as provided for in Section 8.7 of the Declaration.

- a. Homeowners will initially be given 30 days following a notice of violation to correct any documented problem. If sufficient corrective action has not commenced within the 30 days, or the Association has not been contacted regarding a schedule of when work will be done, a fine will be levied, and the Association's attorney may be contacted to initiate action to allow access to the property to allow corrective action to be taken by the Association.
- b. All legal fees incurred will be billed to the property Owner. according to Section 5.2 and 8.7 of The Rim CC&Rs, the Association can use self-help options and hire a contractor to do the work. If this occurs, the Association has the right to assess the Owner for the cost associated with hiring a contractor, or any other fees associated with rectifying the situation. Examples of these instances are houses in severe need of paint/siding, gutter or roof repair, or junk kept in plain view from the street, unkempt landscaping and piles of rock strewn about outside of and along fences.

**2. Garbage Cans and Recycle Bins:** When it is not pickup day these items must be kept behind a screened area or in the garage. They must not be visible from Common Areas, the golf course, or neighboring Units. For each container left out more than 48 hours before or past the pickup day the Owner will be issued a written warning for the first offense and then fined per the Association's fine schedule. For a minimal annual fee, an Owner may contract with the Association to have the the Owner's trash can put on the street for pickup and then returned to a screened area on the Owner's property after pickup. Roadrunner Rubbish Removal is contracted to be the sole trash removal company for the community.

**3. Rental Policy:** The Lease/Rent Policy amended October 20, 2011, established that no lease or rental of a Unit may be less than ninety (90) days in duration without Board approval. Properties may only be leased in their entirety. No fractional leases or time shares are permitted. The Association requests that the Owner provide the Association with a copy of the lease agreement as well as documentation that they have provided their renters with a copy of the CC&R's, By-Laws, and Association Policies. This documentation must be provided no later than 10 days after the lease or rental agreement has been executed. Once a copy of the lease is provided to the Association, renters will be allowed to purchase a RFID tag for the duration of the lease. Security will deactivate the RFID tag at the end of the lease. Any violation of the CC&R's, By-Laws, Design Guidelines or Board policies that may result in a fine will be charged to the Owner's Association account.

Any Owner who chooses to violate the 90-day rule and uses his or her home for a vacation rental property will be subject to fines. Each Internet print ad or any other type of advertising for a short-term lease or rental within the community will be deemed proof of a violation. It will be the Owner's responsibility to provide the Board with proof that he or she is not in violation. Proof will

consist of 1) a signed lease or rental agreement covering the period in question that explicitly states a lease or rental term of no less than ninety (90) days; and 2) a signed, notarized declaration from the tenant or tenants attesting to the authenticity and accuracy of that signed lease or rental agreement.

Fines are as follows: First offense: Owner will receive a general warning notice outlining the nature of the alleged violation, requesting immediate correction and/or remedy of said violation; second offense \$1500- third offense, \$3000- fourth offense \$4000- fifth offense and subsequent offenses: \$5000 each occurrence. If a violation of the Association's ninety (90) day minimum occurs, and if within twenty-four (24) months of such violation the same Owner has been cited for one or more additional violations of the Lease/Rent Policy, the Association shall give the Owner written notice of the current violation and an opportunity to show cause why a monetary penalty in accordance with the above schedule should not be levied. The monetary penalties shall be imposed per violation (not per month). In addition, the Association may exercise any and all other remedies available to it, including the withholding of RFID tag access to the gates and legal action for injunctive relief.

**4. Violations of Article 9 of the Declaration, Architectural Control.** The Board may levy a fine of \$500 against an Owner for the failure by such Owner, or Lessee of such Owner's Unit, to obtain written approval from the Architectural Review Committee prior to constructing or installing an Improvement that would be Visible from Neighboring Property, or for the failure to comply with any other provision of Article 9 of the Declaration or the Design Guidelines. An Owner may submit a request for approval to the Architectural Review Committee after the Board levies the fine, but the request will not be considered until the earlier of (i) payment of the fine by the Owner, or (ii) determination by the Board that the fine should not be assessed.

The failure by an Owner to remove or satisfactorily correct an Improvement of which the Architectural Review Committee has disapproved may result in the Association taking legal action to correct the violation. In any such legal action, the Association will seek to recover all attorney's fees and expenses resulting from the action pursuant to the provisions of the Declaration and pursuant to Arizona law. The Board may levy an additional fine per day for each day an Owner fails to comply with instructions from the Board or Architectural Review Committee with respect to removal or correction of an Improvement installed without written approval.

**5. Firewise Criteria:** Per Exhibit B of the Design Guidelines, all Owners must Firewise their lot. All Owners must adhere to the following Firewise standards.

- a. Removing all diseased, dead, or dying trees. (As per Town of Payson Code 154-03-005)

- b. Removing all dead or decaying brush. (As per the Town of Payson Code 154-03-005. Removal of dangerous, diseased, or infested trees)
- c. Thin the remaining trees to an average of 60-80 square feet of basal area.

Use a “thin from below” treatment method where trees from the lower crown class (overtopped, suppressed) are removed first, while retaining the more vigorous dominant and co-dominant trees.

Priority for removal should be insect or disease infected; weather or animal damaged; crowded or stressed; trees of poor form or low vigor.

Character trees are those which are unique in shape and appearance or perform a particular function such as hiding an undesirable view (i.e., road or building) or having emotional value for the property owner. Character trees may be left but remember to mitigate the fuel hazard by removing any trees and brush around them.

Space or group trees to eliminate a continuous crown canopy; remember to leave some smaller trees in open areas to allow for regeneration and stand replacement.

- Quality trees should take preference over spacing of trees
- Remember to remove trees from around the group, creating irregular clusters or islands, to reduce the horizontal continuity and eliminate continuous crown canopy.

Reducing the amount of ladder fuels (shrubs, small trees, etc.) associated with chaparral vegetation. Remove chaparral vegetation (ladder fuels) from under and around trees, especially ponderosa pines. Remember to maintain 10-15 foot spacing between tree and shrub crowns.

Retain small groups of immature plants (2-4 feet in height) or single mature plants (4-6+ feet) in open areas to provide a more natural mosaic pattern.

- In areas of continuous chaparral vegetation, separate individual shrubs, or small clumps from one another by at least twice the height of the average shrub (i.e., shrub height is 2 feet, then there should be a separation between shrub branches of at least 4 feet).
- These intervals may need to be adjusted on hills and slopes to prevent increased erosion (i.e., tile or checkerboard pattern).

Pruning the lower branches of remaining trees: branches should be pruned 6-10 feet above the ground but no more than 1/3 of the total tree height.

Periodically (yearly) inspecting and maintaining your property per the above standards.

## **6. Firewise Within 90 Days After Close of Escrow**

Per the Resolution passed by the Community Association effective March 2019, "Any entity that acquires title to a Unit(s) (built or vacant) in the Community shall clear overgrown vegetation and Firewise their property within 90 days after Close of Escrow."

## **7. Flags and Flagpoles**

An Owner may display the following flags:

1. The American Flag as well as flags of the Uniformed Services of the United States (Army, Navy, Air Force, Marine Corps or Coast Guard). Owners wishing to display these flags from sundown to sunup must provide sufficient lighting and display the flags in a manner consistent with the federal flag code (P.L. 94-344; 90 Stat. 810; 4 United States Code sections 4 through 10).
2. The POW/MIA flag.
3. The Arizona state flag.
4. The Arizona Indian nations flag.
5. The Gadsden flag.
6. A Blue Star Service flag or a Gold Star Service flag.
7. An approved First Responder flag. A First Responder flag may incorporate the design of one or two other first responder flags to form a combined flag. "First Responder flag" means a flag that recognizes and honors the services of any of the following:
  - (a) law enforcement and that is limited to the colors blue, black and white, the words "law enforcement", "police", "officers", "first responder", "honor our", "support our" and "department" and the symbol of a generic police shield in a crest or star shape.
  - (b) fire department and that is limited to the colors red, gold, black and white, the words "fire", "fighters", "f", "d", "fd", "first responder", "department", "honor our" and "support our" and the symbol of a generic maltese cross.
  - (c) paramedics or emergency medical technicians and that is limited to the colors blue, black and white, the words "first responder", "paramedic", "emergency medical", "service", "technician", "honor our" and "support our" and the symbol of a generic star of life.

*Please refer to the Architectural Review Committee Guidelines for further information on installation of flags and flagpoles.*

## **8. Satellite Dishes and Antennas**

Antennas one meter or less in diameter or diagonal measurement which are designed for over the air reception of signals from direct broadcast satellites (DBS), multi-channel multi-point distribution (wireless cable) providers (MMDS) or television broadcast stations (TVBS), together

with their associated mounting hardware and mast, if applicable (an “Antenna System”) and which are placed, installed or kept on a lot must comply with the following restrictions, unless the particular restriction would impair the user’s ability to receive signals from a provider of DBS, MMDS, or TVBS (a “provider”):

- a. To the extent feasible, an Antenna System should be located in such a manner as to not be visible from any other lot, the Common Area, or any street.
- b. If any Antenna System is ground mounted in such a manner as to be visible from another lot, the Common area or any street, the Antenna System should be screened by landscaping or by some other means so that it is not visible from any other lot, the Common Area, or any street, if possible, without impairing the user’s ability to receive signals from a Provider.
- c. If no ground location is available without impairing the user’s ability to receive signals from a Provider, an Antenna System may be mounted on a residence or other structure. If the Antenna System is visible from any other lot, the Common Area or any street, the Antenna System must be painted a color which will blend into the background against which the Antenna System is mounted.
- d. Antenna Systems designed to receive video program services from MMDS or TVBS which require masts to receive an acceptable signal must be mounted on masts which do not exceed twelve feet (12’) in height above the roofline, provided that no mast may be higher than the height necessary to establish line of sight with the transmitter.

A restriction contained in this Section will be deemed to impair the user’s ability to receive signals from a Provider, if compliance with the restriction would unreasonably delay or prevent installation, maintenance or use of an Antenna System, unreasonably increase the cost of installation, or preclude an acceptance quality signal.

No dish which exceeds one meter in diameter or diagonal measurement, or any television or radio antenna or any mast which exceeds twelve feet (12’) in height above the roofline may be placed, installed, constructed or kept on any lot without the prior written approval of the Architectural Committee.

## **9. Political Signs**

### **9.1. Outdoor and Indoor Signs**

An Owner may place political signs supporting or opposing a candidate or action or an upcoming election on their property. The political signs must conform to the Town of Payson Town Code



Section 154-05-005(C)(5) regarding political signs in addition to these rules.

- The aggregate total of all political signs on a lot may not exceed three square feet. No political signs may be installed earlier than 71 days prior to an election.
- No banners of any kind may be used for a political sign. Attachments of any kind are not allowed, i.e., balloons or flags. No sign may be painted directly on any window glass.
- Sign placed on windows must be affixed to the window by clear suction cups or a material that cannot be seen.

## **9.2. Placement of Signs.**

The top of the sign must be level and each side of the sign must be vertical. (No leaning signs) Signs must be placed within the property of the Owner who is displaying the sign.

Any indoor sign may be placed on the internal street side of home.

## **9.3. Maintenance and Installation**

Owners are responsible for maintaining their own sign. Signs must be maintained in like new condition at all times.

Should any sign not comply with the guidelines or not be maintained as in Article 5, Section 5.2 of the CC&Rs, the Association may perform such maintenance responsibilities and assess all costs incurred by the Association against the Unit and the Owner in accordance with Section 8.6. The Association will afford the Owner reasonable notice and an opportunity to cure the problem.

In the event the Owner does not respond in the allotted time, the sign will be removed by the Association and the Owner or Owner's agent may be subject to a charge for the removal.

Political signs may only be installed during construction hours.

## **ARTICLE 6**

### **FINE SCHEDULE FOR MEMBER AND NON-MEMBER VIOLATIONS**

**1. Member Violations.** The following violations will result in a written first offense violation warning letter; subsequent offenses will result in fines as set forth in the Table of Fines contained later in these Rules.

#### **PARKING VIOLATIONS**

- Parking on both sides of the street

- Overnight parking in the street
- Blocking driveways
- Blocking cart paths
- Blocking walking paths
- Parking within thirty (30) feet of a fire hydrant
- Marked vehicle on a construction site overnight.

#### DISTURBING THE PEACE

Any of the following causing a disturbance to any neighbor:

- Barking dogs
- Loud music
- Loud vehicles
- Grinder pump alarm

#### OBNOXIOUS ODOR

- Grinder pump overflows
- Storage of rubbish or debris
- Vehicle exhaust

#### UNLICENSED DRIVER

- Unlicensed vehicle
- Off-road vehicles on Common Areas

#### PETS

- Unleashed
- Not Cleaning up after pet
- Contractors or agents bringing pets into the community

#### UNSAFE DRIVING

- Speeding
- Driving left of center
- Any violation of the Rim Traffic Violation Notice

## LITTERING/TRASH

- Littering of any garbage or materials
- Unscreened trash cans/leaving trash can at street outside the 48-hour window
- Improper disposal of cigarette
- Non-containment of trash

## UNSIGHTLY LOT

- Any material that may be viewed as unsightly which can be viewed from a Common Area or neighboring lot.

## UNSIGHTLY CONSTRUCTION SITES

- Fences/gates that are not properly erected or maintained
- More than one access through fencing
- Having a dumpster or construction trailer outside of fence
- Building materials or equipment outside of fence
- Improper disposal of trash
- Commercial signs on property
- Mud, dirt, oil or concrete on the road or adjacent property
- Damage to utilities, pavement, or adjacent property

**The following violations incur larger fines:** Fines will be levied against the Owners of all "At Risk" lots, per lot, as identified by the annual Firewise Assessment usually completed in January of each year, not Firewised by June 30<sup>th</sup> of each year as follows:

- A warning letter will be sent out June 1<sup>st</sup> to all "At Risk" Owners who have not completed Firewising their lot(s) or have not scheduled with a contractor to Firewise their lot by September 30<sup>th</sup>.
- If there is no Firewise action or work has not been scheduled with a contractor by June 30<sup>th</sup>, a quarterly fine of \$1,000 will be levied against each lot beginning with the third calendar quarter.
- If no Firewise action takes place after the 1<sup>st</sup> \$1,000 fine, an additional \$1,000 fine will be levied against each lot at the beginning of each calendar quarter until the lot is Firewised.
- The maximum fine levied for not Firewising a lot is \$3,000
- The Association will use the funds collected from the fines to have the lot Firewised.

## ASSAULT-PHYSICAL OR VERBAL

- Warning letters and fines as set forth in the Table of Fines below.

### **The following violations require Board action:**

#### PROPERTY DAMAGE

- Accidents
- Damage of any kind to another person's property and/or to property of the Association.

#### CODE OF CONDUCT

- Any violation of the Code of Conduct policy of Directors to a member, employee, or guest, as adopted by the Board of Directors on February 21, 2000, and amended on March 23, 2006.

#### UNAUTHORIZED ACCESS

- Crossing any barricaded area or closed locations.
- Bringing minor children onto construction sites.
- Unauthorized contractors or other third parties on site.
- Contractors on construction site after construction hours.

#### FIRE HAZARD

- Any situation that may be deemed a fire hazard
- Overgrown weeds
- Dead trees and/or shrubs
- Leaving stockpiled brush after 72 hours

#### PERILOUS BEHAVIOR

- Any unsafe behavior that may be detrimental to the Community

#### NON-SMOKING AREAS

- Smoking anywhere outside in the Community during red flag season, included on private lots and or construction sites. Smoking outside of buildings is permitted in closed private vehicles

only.

- Improper disposal of a lighted cigarette or cigar.

**Non-Member and Contractor Violations.** The following violations will be given a first offense violation warning letter in writing and fines in accordance with the Table of Fines below.

#### PARKING VIOLATIONS

- Parking on both sides of the street
- Overnight parking
- Blocking driveways
- Blocking cart paths
- Blocking walking paths
- Marked vehicle on a construction site after construction hours.
- Parking within thirty (30) feet of a fire hydrant

Any of the following causing a disturbance to any neighbor:

#### NOISE

Loud music

- Loud vehicles

#### ODORS

- Storage of rubbish or debris
- Vehicle Exhaust

#### PETS

- Bringing pets into the Community

#### MOTORIZED VEHICLES

- Unlicensed driver
- Unlicensed vehicle
- Off-road vehicles on Common Areas

#### UNSAFE DRIVING

- Speeding
- Driving left of Center
- Any violation of the Rim Traffic Violation Notice

#### LITTERING

- Littering of any garbage or materials
- Improper disposal of cigarette

#### **The following violations incur larger fines:**

##### ASSAULT – PHYSICAL OR VERBAL

- Warning letters and fines as set forth in the Table of Fines below.

#### **The following violations require Board action:**

##### PROPERTY DAMAGE

- Accidents
- Damage of any kind to another person’s property and/or to property of the Association.

##### CODE OF CONDUCT

- Any violation of the Code of Conduct policy to a member, employee, or guest.

##### UNAUTHORIZED ACCESS (Construction/Vendors)

- Crossing any barricaded area or closed locations.
- Bringing third parties onto construction sites.
- On construction site after hours.

##### FIRE HAZARD

- Any situation that may be deemed a fire hazard
- Leaving stockpiled brush after 72 hours

##### PERILOUS BEHAVIOR

- Any unsafe behavior that may be detrimental to the Community

#### NON-SMOKING AREAS

- Smoking outside during red flag season
- Improper disposal of a lighted cigarette or cigar.

THE RIM GOLF CLUB COMMUNITY ASSOCIATION

TABLE OF FINES

Violation	1st Offense	2nd Offense	3rd Offense	4th Offense
Assault - Physical or Verbal	Warning Letter +\$250.00	\$500.00	\$1,000.00	Board Action Reqd.
Code of Conduct	Board Action Reqd.	Board Action Reqd.	Board Action Reqd.	Board Action Reqd.
Disturbing the Peace	Warning Letter	\$25.00	\$50.00	\$100.00
Fire Hazard	Board Action Reqd.	Board Action Reqd.	Board Action Reqd.	Board Action Reqd.
Firewise	Warning Letter	\$1,000 Fine per Quarter	\$1,000 Fine per Quarter	\$1,000 Fine per Quarter
Littering	Warning Letter	\$25.00	\$50.00	\$100.00
Motorized Vehicles	Warning Letter	\$25.00	\$50.00	\$100.00
Non-Smoking Areas	Board Action Reqd.	Board Action Reqd.	Board Action Reqd.	Board Action Reqd.
Obnoxious Odor	Warning Letter	\$25.00	\$50.00	\$100.00
Parking	Warning Letter	\$25.00	\$50.00	\$100.00
Perilous Behavior	Board Action Reqd.	Board Action Reqd.	Board Action Reqd.	Board Action Reqd.



Pets	Warning Letter	\$25.00	\$50.00	\$100.00
Property Damage	Board Action Reqd.	Board Action Reqd.	Board Action Reqd.	Board Action Reqd.
Unauthorized Access	Board Action Reqd.	Board Action Reqd.	Board Action Reqd.	Board Action Reqd.
Unsafe Driving	Warning Letter	\$25.00	\$50.00	\$100.00
Unsightly Lot	Warning Letter	\$100.00	\$200.00	\$400.00
Unsightly Construction Site	Warning Letter	\$25.00	\$50.00	\$100.00

**ARTICLE 7**  
**MISCELLANEOUS**

1. **Complaints Concerning Violations.** An Owner may report an alleged violation to the Association by a telephone call to the Manager or Security, or they may email the Manager. If an email is sent of a violation, a digital photo must be attached with the email. The Owner must be able to cite a specific violation of the Governing Documents when bringing it to the attention of the Association. The Owner must also provide the street address of the lot involved when making a complaint. Copies of the Governing Documents are available at [www.rimgolfhoa.com](http://www.rimgolfhoa.com).

2. **Modification of Rules.** These Rules may be modified from time to time as may be deemed necessary in the sole discretion of the Board. Please be aware that some of the provisions of the Governing Documents may be overridden by the Arizona Revised Statutes. Some provisions may not be enforceable due to changes in legislation.

3. **For Sale or For Lease Signs.** The For Sale Sign Policy was amended on August 11, 2011. An Owner or Owner's agent can place ONE for sale or for lease sign on their property which can be either one outdoor sign or one indoor sign. Signs must adhere to the following criteria:

**a. Outdoor Signs - Frame**

The only frame used for an outdoor for sale or for lease sign is the frame that has been approved by the Association. The sign frame must be constructed of 4 x 4 metal posts. (Call the office for an exact specification)

**c. Hanging For Sale/Lease Sign**

All outdoor for sale or for lease sign must utilize the following format and wording:

- The sign must 18" long by 24" wide.
- The sign must be commercially produced
- Sign must fit within frame and hang on specified S hooks.
- Provide a 1" space between the metal posts and both sides of the metal sign.

#### **d. Sign Rider**

- One rider may be added per sign
- The sign rider must be commercially produced
- It must hang across the bottom of the sign with S hooks
- There may be no alterations, additions or substitutions regarding information that is listed in the guideline and there are no exceptions.
- Provide a 1" space between the metal posts and both sides of the metal sign.

#### **e. Indoor Signs**

Indoor signs do not require a frame but must be located within two inches from the bottom left or right corner of the window.

- The sign must be commercially produced.
- The sign can be made as one body to look like there is a rider. Place borders around signarea and around the rider area.
- Sign must be affixed to the window by clear suction cups or a material that cannot be seen. No tape of any kind may be used to affix the sign to any window.

#### **f. Placement of Signs**

- All exterior signs must be installed parallel to the street
- The top of the sign must be level and each side of the sign must be vertical. (No leaning signs)
- Exterior signs must be no higher than four feet from the top to ground level
- All signs must have at least twenty-two (22) inches of course metal stakes to place in ground.
- Signs must be placed within the perimeter of the property that is for sale.
- The outdoor sign, if facing a street, may not be placed closer than 24 feet from the center of the road. Any unique circumstances require approval of the Manager.
- The placement of a property for sale sign on the golf course must remain 10 feet within the property line of the property that is listed for sale.
- Any indoor sign may be placed on any side of home.

- Indoor signs do not require a frame but must be located within two inches from the bottom right or left corner of the window.
- Only one for sale or for lease sign per lot or home shall be displayed. This includes one indoor sign or one outdoor sign. Placing one indoor sign and one outdoor sign is not permitted.
- Should this occur, the exterior sign may be removed by the Manager.

**g. Installation, Maintenance and Removal**

- Owners and/or agents are responsible for purchasing and maintaining their signs. Signs must be maintained in like new conditions
  - Signs must be removed within three (3) days of the sale closing escrow.
  - Any sign must comply with the guidelines and be maintained as in Article 5, Section 5-2 of the CC&Rs, Owners Responsibility. Each Owner must maintain his or her property and all structures, parking areas, and other improvements located on the property in a manner consistent with the Community-Wide standard. In addition to any other enforcement rights, if an Owner fails properly to perform his or her maintenance responsibility, the Association may perform such maintenance responsibilities and assess all costs incurred by the Association against the property and the Owner in accordance with Section 8.6. The Association will afford the Owner reasonable notice and an opportunity to cure the problem.
  - In the event the Owner does not respond on the allotted time, the sign will be removed by the Association and the Owner or Owner's agent may be subject to a charge for the removal.
  - Installation of signs is permitted only during construction hours. Summer Hours: Monday through Friday 6:00 a.m. to 5:00 p.m. and Saturday 8:00 a.m. to 4:00 p.m. No Holidays! Winter Hours: Monday through Friday 7:00 a.m. to 5:00 p.m. and Saturday 8:00 a.m. to 4:00 p.m. No Holidays!
- 4. Review of Violation.** Documentation of any actual violation from an Owner will be reviewed by the Manager and if necessary, the entire Board. ARC violations will be addressed by the ARC once the Manager reviews the nature of the complaint.
- 5. Notice and Hearing: Suspension of Rights; Lien Rights.** No fines will be assessed without notice and an opportunity to be heard. Article 3 Section 3.24 of the By-Laws sets forth the notice

and hearing procedures for fines. Any fine for which an Owner has waived the right to be heard, or any fine affirmed by the Board after hearing must be paid in accordance with Article 3 Section 3.24 of the By-Laws. In addition to levying fines as penalties for infractions, the Association also may exercise any other remedy available pursuant to the Declaration or pursuant to Arizona law.

**6. Conflict.** In the event of any conflict between these Rules and the Declaration, the Declaration will control.

**7. Objections and Appeals.** Objections and Appeals will be heard by the Association Board of Directors. The Board's decision not to enforce the provisions of Governing Documents does not constitute a waiver of the provisions. Section 3.24 of the Bylaws states "The failure of the Board to enforce any provision of the Declaration, By-Laws, or any rule shall not be deemed a waiver of the right of the Board to do so thereafter."