

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

6-25-2020

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

1.1 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&R’s”);
- 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 Regulations “(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 provided with a copy of all Project Documents. By taking title to a Lot within The Rim, an Owner agrees to comply with the provisions of the Project Documents as they pertain to the Owners and Members. These Rules are supplemental to all other Project Documents; Owners are encouraged to read all Project 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. Per Section 3.24 of the By-Laws, if any Owner, tenant, employee, guest or invitee of an Owner violates the CC&R’s, By-Laws, or Rules, and a fine is imposed, the fine will be assessed to the Owner. If the Owner refuses to comply with the CC&R’s, By-Laws, or Rules, the Board may choose to either use self-help or dispute resolution procedures, including

lawsuit, to remedy any violation or recovery monetary damages or both. In any such action, to the maximum extent permissible, the Owner responsible for the violation will pay all costs, including reasonable legal fees incurred.

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

1.2 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 and is authorized to hire personnel elected by the Members of the Association. Each Owner of a Lot is a “Member” of the Association.

The Board has hired a property manager (the “Managing Agent”) to oversee the daily operation of the Association. The Managing Agent 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 Managing Agent will be provided to each Owner upon taking title to a lot.

1.3 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 (i) Annual Assessments to provide for the operation, maintenance and management of the Association 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 shall apply to the payment of Assessments:

1st day of each quarter: Assessment is due and payable to The Rim Golf Community Association at the address provided by the Managing Agent.

15th day of current month: If payment is not received at the above address by this date, a \$50.00 charge for late payment and a \$15.00 rebill fee will be automatically assessed (charges for late payment will be applied on every account showing one full assessment due with no notice to Owner).

16th day of second month: If payment is not received at the above address by this date, a \$50.00 charge is assessed and a demand letter is mailed. Transponders are turned off at this time.

1st day of fourth month: If payment has not been received after 90 days after its due date the account will be turned over to the Association 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 the cost of Justice or Superior Court filing will also be added to the Owner's delinquent account. The amount of fees charged to an Owner for the preparation and filing of court actions will be the same as the fees charged to the Association by the provider of the services.

Any fees incurred in the collection of this matter will be charged to the delinquent Owner. 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 days prior to the beginning of the new year.

ARTICLE 2
ASSOCIATION PROPERTY
GENERAL RULES

2.1 Code of Conduct. Per the Code of Conduct Adopted on February 21, 2000 and amended on March 23, 2006, by The Rim Golf Community Association Board of Directors.

1. Employees and agents of the Association shall, at all times, treat with courtesy, Members of the Association, residents of The Rim Golf Club, and guests, of Members and residents, and shall comply with all Board rules and policies, and directions and instructions from the Associations' general manager and supervisory personnel with respect to the use of Association properties.

2. No employee or agent of the Association shall:

a. Verbally or physically assault or abuse any Member of the Association, resident of the Rim Golf Club, or guest of any Member or resident.

b. Use profanity in addressing any Member of the Association, resident of The Rim Golf Club, or guest of any Member or resident.

c. Intimidate or seek to intimidate any Member of the Association, resident of The Rim Golf Club, or guest of any Member or resident.

d. Interfere with any Member of the Association, resident of The Rim Golf Club or guest of any Member or resident, in the use of the common areas.

3. Members of the Association, residents of The Rim Golf Club, and their guests of Members and residents, Builders, Contractors, employees of Contractors and Vendors, shall at all times, treat Association employees and agents of the Association with courtesy and respect, and all shall comply with all Board rules and policies, and directions and instructions from the Association's general manager and other supervisory personnel with respect to the use of the common areas.

4. No member of the Association, resident of The Rim Golf Club, or guest of Members or residents, Builders, Contractors, employees of Contractors and Venders 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.

2.2 Responsibility. Owners are responsible for all activities of their guests, or renters while on The Rim property.

2.3 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

3.1 Methods of Access.

1. Automatic access is provided for Owners by the use of an electronic transmitter (transponder). Each vehicle must be registered for transponder access. A transponder must be purchased for each vehicle registered. Lost or damaged transponders may be replaced for a fee.
2. All owners of Dwelling Units (homeowners) are required to purchase a transponder for each vehicle used by that homeowner for the purpose of entering or exiting the property (this includes Renters).
3. All owners, members and guests without transponders must enter through the main Security gatehouse and register with the Security officer on duty.
4. Tailgating is prohibited. All non-members must enter through the manned gate and be registered as guest.
5. Security must be notified before a transponder is transferred to any other vehicle. Transponders are not to be placed in another vehicle that the Member does not own, or to a vehicle used by their guests.
6. It is prohibited for all owners and members to allow contractors the use of their transponder.
7. Transponders are to be purchased through the Community Association Security only. Any transponder purchased through members or owners will be deactivated.
8. Any misuse or failure to follow the guidelines will result in a written warning. Any additional violations may result in deactivation of the transponder with a \$35.00 reactivation fee.
9. The Association may deactivate transponders if an owner is delinquent in the payment of assessments to the Association.

3.2 Real Estate Agent Access

1. The owner of the resale listing must notify the Association in writing that they have listed their property for sale.
2. The owner shall provide the Association with the listing real estate agent's name and real estate company.
3. When the listing agent and/or client arrive at the gatehouse, they must present photo ID and the listing agent's business card.
4. The prospective buyers must be accompanied by the owner or real estate agent at all times.
5. 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 the Association and Security of their attendance.
6. If a property is being sold by the owner, and not an agency, the Association or Security must be notified, in advance, by the owner, of any visitor(s) who have been authorized to enter the community for the purpose of inspecting the property.
7. Upon the closing of a sale, it will be the listing agent and the title company's responsibility to contact the Association escrow department, to collect final information prior to the close of escrow.

ARTICLE 4

GENERAL RULES GOVERNING THE USE OF COMMON AREA

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

4.1 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 Rim Golf Community Association will prosecute offenders to the fullest extent of the law.

4.2 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 in the following fine pursuant to the fine schedule.

4.2.1 Example of Traffic Violations:

1. Non-licensed or underage operation of any motor vehicle on The Rim streets.
2. Speeding
3. 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.

4.3 Motorized Scooters, Golf Carts, Go-Karts, Pocket-bikes, Off Road Motorcycles and ATV's: Operating any motorized vehicle that cannot be licensed for highway travel is strictly prohibited. Notwithstanding the above, golf carts may be operated within The Rim but are subject to a safety review prior to operation on the streets. The safety review will be conducted by The Rim security. Motorized vehicles may only be operated on paved streets within The Rim.

4.4 Parking Violations: As stated in the CC&R's, Exhibit "C" Section 2 (b), homeowners and guest 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&R's boats and trailers must be kept within the garage of any Unit. Recreational Vehicles (RV) 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.

4.5 Littering: Per Exhibit C of the CC&R's "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.

4.6 Pets must be on a Leash: The Rim has a leash law that is very similar to the Payson Town Code of Ordinances Section 90.04 and 90.20. If a pet is seen running loose and/or off leash in the community, the Owner will be provided with a violation. Fines will be assessed pursuant to the Association's fine schedule. If the dog cannot be identified 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 animal that attacks another animal or person 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 animal 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 property.

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

4.7 Barking Dogs or other Loud Noises: Per Exhibit C of the CC&R's, "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 dog barking. Incessant, by definition, is "continuing or following 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.

4.8 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.

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

4.10 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 community property.

ARTICLE 5
GENERAL RULES GOVERNING THE USE OF LOTS

5.1 Maintenance of Property.

5.4.1 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.

5.4.2 Examples of Violations:

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

5.4.3 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.

Homeowners will initially be given 30 days to correct any documented problem. If sufficient corrective action has not commenced within the 30 days, or the Association or Board has not been contacted regarding a schedule of when work will be done, a fine will be levied, and the Association attorney will be contacted to initiate action to allow access to the property to allow corrective action to be taken by the Association.

All legal fees incurred will be billed to the property owner. According to Section 5.2 and 8.7 of The Rim CC&R's, 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 Unit 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, along with all applicable legal fees.

5.2 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 past the pickup day the homeowner will be issued a written warning for the first offense and then fined per the Association's fine schedule. To assist part-time resident Owners, the Security team will place the can behind a screened area, if a screened area is available.

Roadrunner Rubbish Removal is contracted to be the sole trash removal company for the community.

5.3 Rental Policy: The Lease/Rent Policy amended October 20, 2011 established that no lease or rental of a property could 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. Owner must 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. Owners may choose to purchase their own transponder, only for the duration of the lease. Any violation of the CC&R's, By-Laws, Design Guidelines or Board policies that may result in a fine and 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 or any other type of advertising for a short-term lease or rental within the community shall be deemed proof of a violation. It shall 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 shall 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 \$4,000, fifth offense and subsequent offenses: \$5000 per 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 transponders access to the gates and legal action for injunctive relief.

5.4 Violations of Article 9 of the Declaration, Architectural Control. The Board shall levy a fine of \$500 against an Owner for the failure by such Owner, or Lessee of such Owner's Lot, 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 for 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. In addition, 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.

5.5 Firewise: Per Exhibit B of the Design Guidelines, all owners must Firewise their lot. All Owners must adhere to the following Firewise standards;

1. Removing all diseased, dead or dying trees. (As per Town of Payson Code 154-03-005)
2. Removing all dead or decaying brush. (As per the Town of Payson Code 154-03-005 Removal of dangerous, disease or infested trees)
3. Thin the remaining trees to an average of 60-80 square feet of basal area.
 - (a) 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.
 - (1) Priority for removal should be: insect or disease infected; weather or animal damaged; crowded or stressed; trees of poor form or low vigor.
 - (2) 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.

- (b) 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.
 - (1) Quality trees should take preference over spacing of trees
 - (2) Remember to remove trees from around the group, creating irregular clusters or islands, to reduce the horizontal continuity and eliminate continuous crown canopy.
- 4. Reducing the amount of ladder fuels (shrubs, small trees, etc.) associated with chaparral vegetation. Remove/reduce ladder fuels associated with chaparral vegetation.
 - (a) 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.
 - (b) 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.
 - (c) 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).
 - (d) These intervals may need to be adjusted on hills and slopes to prevent increased erosion (i.e. tile or checkerboard pattern).
- 5. 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.
- 6. Periodically (yearly) inspecting and maintaining your property per the above standards.

5.6 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."

5.7 Flags and Flagpoles

5.7.1 Flags

An owner may display, (1) the American Flag, or an official replica of a flag of the United States Army, Navy, Air Force, Marine Corps or Coast Guard, (2) the POW/MIA flag, (3) the Arizona state flag, (4) an Arizona Indian Nations flag, and (5) the Gadsden Flag on that member's property if the American Flag or military flags are displayed in a manner consistent with the federal flag code (P.L. 94-344; 90 Stat. 810; 4 United States Code Sections 4 through 10) where applicable. Any flag shall not exceed 3' X 5' in size.

5.7.2 Flagpoles

One pole is permitted for the display of the American Flag, United States Army, Navy, Air Force, Marine Corps or Coast Guard, the POW/MIA Flag, the Arizona State Flag, the Arizona Indian Nations Flag or the Gadsden flag.

As used herein, the “flagpole” shall mean a pole or staff of wood or metal for display of the previously identified flags, whether such pole or staff is horizontal or vertical, or freestanding or attached to a structure. The height of a flagpole shall not exceed the highest point of the roofline. The flagpole shall not be located within any of the following areas: (1) the sidewalk or the street if there is no sidewalk, (2) any common area or (3) any neighboring property line.

Prior to installing a flagpole on any lot/unit, the owner of said lot/unit shall, in writing, submit an Architectural Review Committee (ARC) application request. The request shall include specific plans detailing the material, height, type, location, and method of installation and color of the flagpole.

5.7.3 Temporary Flags

The property owner will not have to make application to the ARC if a temporary flag and the pole meet the following requirements:

Temporary flags must be attached to the side of the house.

Temporary flags shall not exceed 3' X 5'.

Temporary flag poles shall not exceed 6'.

Temporary flags will not interfere with the view of neighboring property owners.

5.7.4 Maintenance and Installation

Owners are responsible for maintaining their flags and flagpole

Flags and flagpoles must be maintained in like new condition

Should any flag or flagpole not comply with the guidelines or not be maintained as in Article 5, Section 5.2 of the CC&R's, 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 shall 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 flag and/or flagpole will be removed by the Association and the owner or owner's agent shall be subject to a charge for the removal.

Flagpoles may only be installed during construction hours.

5.8 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"):

- 1, An Antenna System must be placed on the lot in such a manner as to not be visible from any other lot, the common area or any street.
2. If any Antenna System cannot be placed on the lot in such a manner as to not be visible from any other lot, the common area or any street without impairing the user's ability to receive signals from a Provider, an Antenna System must 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, unless screening would impair the user's ability to receive signals from a Provider, in which case an Antenna System must be screened by landscaping or by some other means to reduce to the greatest extent possible its visibility from other lots, the common area or streets without impairing the user's ability to receive signals from a Provider.
3. If no other location is available without impairing the user's ability to receive signals from a Provider an Antenna System must be mounted on a residence or other structure and 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.

4. 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 shall be higher than the height necessary to establish line of sight contact with the transmitter.

A restriction contained in this Section shall 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, maintenance or use of an Antenna System or preclude of 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.

5.9 Political Signs

5.9.1 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 shall not exceed three square feet.

No political signs may be installed earlier than 71 days prior to an election.

No banners of any kind shall be used for a political sign.

Attachments of any kind are not allowed, i.e. balloons or flags.

No sign shall be painted directly on any window glass.

Sign must be affixed to the window by clear suction cups or a material that cannot be seen.

5.9.2 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 such owner who is displaying the sign.

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

5.9.3 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&R's, 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 shall 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.

Political signs may only be installed during construction hours.

ARTICLE 6
FINE SCHEDULE FOR MEMBER AND NON-MEMBER VIOLATIONS

6.1 Member Violations. The following violations shall be given a first offense violation warning letter in writing. Second offense fined \$25.00, third offense fined \$50.00 and fourth fined \$100.00.

PARKING

1. All parking must be on oner side of the street
2. Overnight parking
3. Blocking driveways
4. Blocking cart paths
5. Blocking walking paths
6. Parking with thirty (30) feet of a fire hydrant is prohibited
7. Marked vehicle on a construction site.

DISTURBING THE PEACE

From 10:00 p.m. to 7:00 a.m. any of the following causing a disturbance to any neighbor:

1. Barking dogs
2. Loud music
3. Loud vehicles
4. Grinder pump alarms

OBNOXIOUS ODOR

1. Grinder pump overflows
2. Storage of rubbish or debris
3. Vehicle exhaust

MOTORIZED VEHICLES

1. Unlicensed driver
2. Unlicensed vehicle
3. Off-road vehicles on common areas

PETS

1. Unleashed
2. Not Cleaning up after pet
3. Guests, contractors or agents bringing pets into the community

UNSAFE DRIVING

1. Speeding
2. Driving left of Center
3. Any violation of the Rim Traffic Violation Notice

LITTERING

1. Littering of any garbage or materials
2. Improper disposal of cigarette
3. Non-containment of trash

UNSIGHTLY LOT

1. Any material that may be viewed as unsightly which can be viewed from a common area or neighboring lot.

UNSIGHTLY CONSTRUCTION SITES

1. Fences/gates that are not properly erected or maintained
2. More than one access through fencing
3. Having a dumpster, portable toilet or construction trailer outside of fence
4. Building materials or equipment outside of fence
5. Improper disposal of trash
6. Commercial signs on property
7. Mud, dirt, oil or concrete on the road or adjacent property
8. Damage to utilities, pavement or adjacent property

6.1.1 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 completed in January of each year, not Firewised by June 30th of each year as follows:

1. A warning letter will be sent out June 1st to all “At Risk” property owners who have not completed Firewising their lot(s) or have not scheduled with a contractor to Firewise their lot by September 30th.
2. If there is no Firewise action or work has not been scheduled with a contractor by June 30th, a quarterly fine of \$1,000 will be levied against each lot beginning with the third calendar quarter.
3. If no Firewise action takes place after the 1st \$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.
4. The maximum fine levied for not Firewising a lot is \$3,000
5. The association will use the funds collected from the fines to have the lot Firewised.

ASSULT-PHYSICAL OR VERBAL

First offense a written warning + a \$250.00 fine.

Second offense \$500.00 fine.

Third offense \$1,000.00 fine.

Fourth offense additional Board action required (suspension of privileges recommended)

6.1.2 The following violations require Board action:

PROPERTY DAMAGE

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

CODE OF CONDUCT

1. Any violation of the Code of Conduct policy of Directors on 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

1. Crossing any barricaded area or closed locations.
2. Bringing children onto construction sites.
3. Bringing spouses onto construction sites.

4. On construction site after hours.

FIRE HAZARD

1. Any situation that may be deemed a fire hazard
2. Overgrown weeds
3. Dead trees and/or shrubs
4. Leaving stockpiled brush after 72 hours

PERILOUS BEHAVIOR

1. Any unsafe behavior that may be detrimental to the Community

NON-SMOKING AREAS

1. Smoking in a common area during red flag season
2. Improper disposal of a lighted cigarette or cigar.

6.2 Non-Member and Contractor Violations. The following violations shall be given a first offense violation warning letter in writing. Second offense fined \$25.00, third offense fined \$50.00 and fourth fined \$100.00.

PARKING

1. All parking must be on one side of the street
2. Overnight parking
3. Blocking driveways
4. Blocking cart paths
5. Blocking walking paths
6. Marked vehicle on a construction site.
7. Parking with thirty (30) feet of a fire hydrant is prohibited

DISTURBING THE PEACE

From 6:00 p.m. to 7:00 a.m. summer hours and 5:00 p.m. to 7:00 a.m. winter hours, any of the following causing a disturbance to any neighbor:

1. Barking dogs
2. Loud music

3. Loud vehicles
4. Reoccurring home alarms
5. Grinder pump alarms

OBNOXIOUS ODOR

1. Grinder pump overflows
2. Storage of rubbish or debris
3. Vehicle exhaust

PETS

1. Bringing pets into the community

MOTORIZED VEHICLES

1. Unlicensed driver
2. Unlicensed vehicle
3. Off-road vehicles on common areas

UNSAFE DRIVING

1. Speeding
2. Driving left of Center
3. Any violation of the Rim Traffic Violation Notice

LITTERING

1. Littering of any garbage or materials
2. Improper disposal of cigarette

6.2.1 The following violations incur larger fines:

ASSULT – PHYSICAL OR VERBAL

First Offense \$250.00 fine

Second offense \$500.00 fine

Third offense \$1,000.00 fine

Fourth offense – additional Board action required (dismissal of privileges recommended)

6.2.2 The following violations require Board action:

PROPERTY DAMAGE

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

CODE OF CONDUCT

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

UNAUTHORIZED ACCESS (Construction/Vendors)

1. Crossing any barricaded area or closed locations.
2. Bringing children onto construction sites.
3. Bringing spouses onto construction sites.
4. On construction site after hours.

FIRE HAZARD

1. Any situation that may be deemed a fire hazard
2. Overgrown weeds
3. Dead trees and/or shrubs
4. Leaving stockpiled brush after 72 hours

PERILOUS BEHAVIOR

1. Any unsafe behavior that may be detrimental to the Community

NON-SMOKING AREAS

1. Smoking in a common area during red flag season
2. 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 |
| Unightly Lot | Warning Letter | \$25.00 | \$50.00 | \$100.00 |
| Unightly Construction Site | Warning Letter | \$25.00 | \$50.00 | \$100.00 |

ARTICLE 7 MISCELLANEOUS

7.1 Complaints Concerning Violations. An Owner may report an alleged violation to the Association by a telephone call to the Managing Agent or Security, or they may email the property 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 CC&R violation when bringing it to the attention of the Association. The Owner must also provide the street address of the lot in research before issuing complaints. A copy of the CC&R's is available at www.rimgolfhoa.com.

7.2 Modification of Rules. These Rules may be modified from time to time as may be deemed necessary in the sole discretion of the Board of The Rim Golf Community Association. Please be aware that some CC&R restrictions have been overridden by the Arizona Revised Statutes. Some CC&R stipulations are no longer enforceable due to changes in the legislation.

7.3 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:

7.3.1 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 Rim Golf Club Community Association. The sign frame must be constructed of 4 x 4 wood posts. (Call the office for an exact specification)

No other types of materials such as metal or PVC shall be permitted for the frame.

7.3.2 Hanging For Sale/Lease Sign

All outdoor for sale or for lease signs shall utilize the following format and wording:

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

7.3.3 Sign Rider

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

7.3.4 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.

1. The sign must be commercially produced.
2. The sign can be made as one body to look like there is a rider. Place borders around sign area 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 shall affix the sign to any window.

7.3.5 Placement of Signs

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

7.3.6 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 days of the sale closing escrow.

Should any sign not comply with the guidelines or not be maintained as in Article 5, Section 5-2 of the CC&R's, 5.2 Owners Responsibility. Each Owner shall maintain his or her Unit and all structures, parking areas, and other improvements comprising the Unit 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 Unit and the Owner in accordance with Section 8.6. The Association shall 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 Rim Golf Club Community Association and the owner or owner's agent may be subject to a charge for the removal.

Installation of signs shall be installed only during construction hours. Summer Hours: Monday through Friday 7:00 a.m. to 6:00 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!

7.4 Review of Violation. Documentation of any actual violation from an Owner will be reviewed by the Property Manager and if necessary the entire Board. ARC violations will be addressed by the ARC once the Property Manager reviews the nature of the complaint.

7.5 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 shall 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.

7.6 Conflict. In the event of any conflict between these Rules and the Declaration, the Declaration shall control.

7.7 Objections and Appeals. Objections and Appeals will be heard by The Rim Golf Community Association Board of Directors. It is important to note that because something has not been enforced by previous Board's, this does not make a homeowner exempt from a CC&R violation enforcement. Section 3.24 of the By-Laws 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."