



RESIDENTIAL DESIGN CRITERIA & GUIDELINES

Update-June, 2020

Welcome to the Rim Golf Club Community,

I would like to personally welcome those of you who have chosen to build your home in our beautiful community. The Rim has been planned with a commitment to the preservation and enhancement of the Tonto National Forest environment. The natural beauty of our community setting provides the inspiration for the Residential Design Criteria and Guidelines (RDC&G).

In an effort to maintain our design standards, the Architectural Review Committee (ARC) periodically updates the RDC&Gs which were updated in June, 2020. We have included a process timeline chart that we feel will assist you, your architect/designer and builder to navigate the ARC design/construction approvals.

The timeline (Figure 8) spells out the sequencing of necessary approval phases. Your input throughout the review process is important, so please reach out to us with any comments or questions.

Improvements or modifications including staking, clearing, excavation, grading or other site work, exterior alteration of existing Improvements (including painting), and planting or removal of landscaping materials (excluding Firewising) must obtain written approval of the ARC as described in these Guidelines.

The ARC looks forward to partnering with you through all phases of the building process.

Contact us through email at rimgolfhoa@rimgolfhoa.com or call our Association office at 928-474-4809 and leave a message for the committee and our management will insure the message is properly routed.

Respectfully,

Larry Sugarman
ARC Chair, 2018-present



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RESIDENTIAL DESIGN CRITERIA & GUIDELINES

1.0 DEFINITIONS

Unless the context otherwise specifies or requires, the following words or phrases when used in the Residential Design Criteria & Guidelines (“**Guidelines**”) will have the following specific meanings. Terms used in these Guidelines which are defined in the Declaration of Covenants, Conditions and Restrictions for The Rim Golf Club (“**Declaration**”) rather than in these Guidelines will have the meanings specified in the Declaration. Defined Terms are capitalized in the document.

APPROVED PLANTS

A list of Approved Plants is shown in **Exhibit A**.

ARCHITECTURAL CHARACTER

The Rim community is set apart from other communities in landscape and architectural diversity. Elements of composition and Architectural Character are further identified in **Exhibit G**.

ARCHITECTURAL REVIEW COMMITTEE (ARC)

“Architectural Review Committee” or “ARC” is appointed by The Rim Golf Club Community Association (TRGCCA) Board of Directors and includes at least one board member who serves as chairperson of the committee. Pursuant to Section 9.2 of the CC&Rs, the ARC has the authority to administer, enforce and amend the Guidelines.

ARTICULATION

“Articulation” refers to intentional design variations of form and exterior materials to break up uninterrupted surface areas and bring elements of scale to building mass.

ASSOCIATION OR COMMUNITY ASSOCIATION

“Association” or “Community Association” means The Rim Golf Club Community Association Inc., (TRGCCA), an Arizona nonprofit corporation, its successors or assigns.

BOARD

“Board” means the Board of Directors of The Rim Golf Club Community Association, the governing body responsible for administration of the Association.

BUILDER

“Builder” denotes a person or entity engaged by an Owner for the purpose of constructing any Work within the Properties. The Builder and Owner may be the same person or entity.

BUILDING ENVELOPE

“Building Envelope” means that portion of a Lot which may be developed with architectural Improvements. More specifically, it must comply with: (a) setback requirements, (b) buildable area set forth on the Plat, (c) height restrictions and (d) other standards addressed in the Guidelines.

CONSTRUCTION CONFORMANCE REPORT

“Construction Conformance Report” is a written report issued by the ARC to Owner when the Residence has been completed and passed final inspection. Issuance of the final report triggers return of the Construction Deposit.

CONSTRUCTION DEPOSIT & CONSTRUCTION DEPOSIT AGREEMENT

“Construction Deposit” is a refundable deposit. The amount is set by ARC to encourage and/or enforce conformance of the Guidelines. “Construction Deposit Agreement” (**Form L**) is a written agreement that defines the requirements for completing construction of a Residence and related facilities, including Enforcement

CONSTRUCTION REGULATIONS

“Construction Regulations” are rules and practices for Builders to manage the construction process within The Rim Golf Club and are enforced by the TRGCCA Community Manager and/or TRGCCA’s Security.

DARK SKY

“Dark Sky” means **the** darkness of the night sky is relatively free of interference from artificial light and stewardship of the night sky, including protection of the dark and mitigation of light pollution (Town of Payson Ordinance 8.13) **Exhibit F**.

DESIGN CRITERIA & GUIDELINES

“Design Criteria & Guidelines” means the standards, requirements, restrictions, review procedures and Construction Regulations as initially adopted and enforced by the Rim Golf Club Architectural Review Committee (ARC), as amended.

DECLARATION

“Declaration” means the Declaration of Covenants, Conditions, and Restrictions (CC&Rs) for The Rim Golf Club Community Association.

ENFORCEMENT

“Enforcement” means bringing any violations into conformance as set forth in the By-Laws or the Declaration, the Construction Deposit Agreement or the Guidelines.

EXCAVATION

“Excavation” means any disturbance of the surface of the Lot (except to the extent reasonably necessary for planting or removal of approved vegetation), including any trenching which results in the removal of earth, rock or other substance from a depth of more than 12 inches below the natural surface of the land or any grading of the surface.

FILL

“Fill” means any addition of earth, rock or other materials applied to the surface of the Lot which increases the natural elevation of such surface.

FIREWISING

“Firewising” means the removal of combustible material from the property to slow, impede, and/or help contain the spread of wild fires.

GOVERNING AUTHORITY

“Governing Authority” means The Rim Golf Club Community Association (RGCCA), the RGCCA Architectural Review Committee (ARC), The Town of Payson, State of Arizona, and/or other applicable authorities

IMPROVEMENTS

“Improvements” include new construction and exterior additions or modifications.

LANDSCAPE PLAN

“Landscape Plan” means a plan prepared in a professional manner that includes those areas described in Phase IV of the of the Review Process and Plan Submittals.

LIVABLE RESIDENTIAL SQUARE FOOTAGE

“Livable Residential Square Footage” means finished and mechanically heated and/or cooled living spaces to include sleeping room, bathroom and kitchen.

LOT

“Lot” means a legally subdivided (platted) site within the Properties, whether improved or unimproved, and which is intended for development, use and occupancy as a Residence for a single family.

NATURAL AREA

“Natural Area” means that portion of the natural vegetation lying within a Lot but outside of the Building Envelope, which will remain undisturbed, subject to Firewise constraints.

NOTICE OF VIOLATION

“Notice of Violation” is a written notice from the ARC to the Owner describing any violation(s) that has/have been identified and require correction and/or completion.

OPEN SPACE

“Open Space” means all land, Improvements and other Properties now or later designated as such on the Plat, the Declaration or the Association Rules.

OWNER

“Owner” means the owner of a Lot. For the purposes of these Guidelines, an agent may act on behalf of an Owner, provided that such agent is authorized in writing.

PLAT

“Plat” means the official Plat of The Rim Golf Club as recorded in the Gila County Book of Records.

PRIVATE AMENITY

“Private Amenity” means the golf course, driving range, swim/tennis/spa facilities, clubhouse, Lookout, parking areas, road network, and all common areas.

PROPERTIES

“Properties” means all of the real property subject to the Declaration.

PROTECTED TREES

“Protected Trees” means any tree native to the site with a minimum 6” diameter measured at 4 1/2 feet above the base of the trunk.

RESIDENCE

“Residence” means the building or buildings, including any garage, used for single family residential purposes constructed on a Lot and any improvement or structure constructed in connection therewith.

RIGHT OF WAIVER

The ARC reserves the right to waive or vary any of the procedures or standards set forth in these Guidelines, in its sole and absolute discretion.

REVIEW FEES

“Review Fees” means the non-refundable amounts established by the ARC (See **Section 4.0** of these Guidelines).

SECURITY

“Security” means the entity and its employees contracted by The Rim Golf Club Community Association to manage Enforcement for the Properties.

THE RIM GOLF CLUB COMMUNITY ASSOCIATION or TRGCCA

“The Rim Golf Club Community Association” or TRGCCA denotes the governing body of the Properties.

VARIANCE

“Variance” means a request or change from conformance with the Guidelines.

WORK

“Work” means any placement or installation on a Lot of any temporary or permanent structure or any Improvements, including staking, clearing, Excavation, grading or other site work, exterior alteration or removal of landscaping material.

2.0 DESIGN REVIEW AUTHORITY AND PREPARER

The ARC will include aesthetic judgment in considering the approval of submitted designs. Simply because the design satisfies stated requirements of the Guidelines, approval remains the discretion of the committee.

The ARC, appointed by the Board, has the powers set forth in Article IX of the Declaration. The ARC will:

- Review and approve plans and specific concepts for all construction and landscaping on any Lot;
- Prepare and interpret the Guidelines;
- Monitor and enforce the effectiveness and conformance with the Guidelines; and
- Ensure that all proposed Improvements meet or exceed the objectives of the Guidelines.

These Guidelines may be changed and amended to serve the interests of The Rim Golf Club Community.

3.0 APPLICABILITY OF DESIGN REVIEW

All Residences, improvements facilities and amenities within the Properties are subject to design review by the Architectural Review Committee (ARC) as described within these Guidelines. During the review process, the ARC collaborates with the Owner and their design team to evaluate overall architectural design and aesthetics, including but not limited to materials, color schemes and details.

The Rim Golf Club Community property possesses exceptional natural character, with distinctive landforms, rock formations and woodland vegetation. The fundamental objective is to ensure that all new Residences and Improvements are designed in response to the natural features of each homesite. Owners are required to implement sensitive, conservative land use practices; to propose designs of the highest quality; and to make improvements that enhance the natural setting. These Guidelines provide a framework for this approach. In order to maximize aesthetic benefits and to protect property values, all proposed Residences and Improvements will be evaluated by the ARC using the criteria set forth in these Guidelines. The Guidelines are not intended to define an Owner's style, but rather to outline specific concepts to be integrated into the design process.

The Guidelines support diversity of design and a creative design approach. They have been prepared to provide direction to the Owner and to assist with the planning process. Although no particular style is promoted, design quality must be exceptional. Accordingly, the Owner is required to retain a Professional Design Team capable of meeting this creative responsibility prior to initiating the design process. The Professional Design Team shall assist the Owner with the development of their vision for the design, and with the preparation of all submittal documents required by the Guidelines. If the Owner wishes, one member of the Design Team may be designated to act as the liaison between the ARC and the Owner.

Unless otherwise specifically stated in Article IX (Architectural Standards) (**Exhibit A**) of the Declaration and any applicable supplemental Declaration or in the Guidelines, no Residence may be constructed upon any Lot and no Improvements, including staking, clearing, excavation, grading or other site work, exterior alteration of existing Improvements, and planting or removal of landscaping materials (excluding Firewising) shall take place without receiving written approval of the ARC as described in these Guidelines. Owners are responsible for ensuring conformance to the approved design and plans.

4.0 FEES (Non-Refundable)

Design Review Fees

All Fees set forth below are non-refundable. See also Section 8.3 of these Guidelines for description of the Construction Deposit.

Applications for Phase IIB review must be submitted at least seven days prior to the next scheduled ARC meeting for consideration at that meeting. See Figure 8 for the Design/Construction Timeline. Call the office or check the website to obtain meeting schedules.

The Rim Golf Club Community Association

904 S. Beeline Highway, Suite B, Payson, Arizona 85541

RIMGOLFHOA@RIMGOLFHOA.COM

(928) 474-4809

A Review Fee is a cash payment payable upon application to The Rim Golf Club Community Association, Inc. as follows:

	<u>Livable Square Feet</u>	<u>Fee</u>
New residence construction	2,150-2,499	\$2,000
	2,500-4,000	\$3,000
	Over 4,000	\$4,000
New residence construction (Owner acts as unlicensed General Contractor)	any size	\$6,000

Major alteration or addition \$1,000

Any changes or modifications significant enough to warrant the issuance of a Town of Payson building permit. Application for Review shall be submitted (**Form D**)

Minor alteration or addition \$100

Any changes that require architectural review and approval as set forth in the Declaration or the Guidelines but for which a Town of Payson building permit is not required. For example, changing the exterior color scheme of the Residence or substantial landscape modifications. Application for Review, submitted on **Form D**.

Roadway damage and escort fee \$3,000

A \$3,000.00 fee is required to be paid at or prior to the Pre-Construction Meeting to cover all Security escorts and miscellaneous repairs to the Private Amenities (including the roadway network) required due to construction of a Residence.

5.0 ARCHITECTURAL CRITERIA & GUIDELINE PROVISIONS

Building Envelope and minimum Livable Residential Square Footage areas have been established for each Lot. The Building Envelopes are defined on the final Plats for Phase One and Phase Two of the Rim Golf Club Community, approved by the Town of Payson and recorded with Gila County. The Building Envelope represents that portion of the Lot in which a Residence, garage, or guest house may be constructed. Minimum Livable Residential Square Footage areas are determined by the category in which the Lot was placed as shown in Section 5.1. The area of each Lot is shown on **Exhibit B – Lot Sizes**.

5.1 RESIDENCE SIZE

Minimum Livable Residential Square Footages are as follows:

Cottage Lot from .49 acres and below	2,150 Sq. Ft.
Cottage Lot from .50 acres and above	2,500 Sq. Ft.
Estate Lot	3,200 Sq. Ft.*

*Exception: On an estate Lot the minimum livable square footage may be reduced to 2,800 Sq. Ft. with a minimum attached 3-car garage.

5.2 BUILDING HEIGHTS

Buildings must be grade adaptive by design, following the natural contours and grade changes of the Lot. It is important to understand the height criteria upon initiating architectural design (particularly on knoll and steep sloping Lots).

Height Limits:

- Rooflines are limited to 28' as measured vertically from the highest natural contour to any intersecting ridgeline within the existing Building Envelope
- Limited to 40' as measured vertically from any lower natural contour to an intersecting ridgeline
- Chimney stack(s) limited to 3 feet in height above the nearest ridgeline

NOTE:

- Show the roof plan and existing contours at 2-foot intervals on the Architectural site plan and identify all ridgelines with their elevation heights
- Refer to Exhibit C1 and C2 (Building Height) for graphic example

5.3 BUILDING MASS/STRUCTURAL EXPRESSION

In reviewing the forms of a proposed Residence, careful scrutiny will be given to the massing, proportion and overall scale of the building in relation to the site and the surrounding area. The ARC will encourage designs that achieve a balance between distinctive form and subtle impact on the immediate environment.

Balanced massing, Articulation and creation of relief along wall surfaces are encouraged through the use of wings, courtyards, stepped walls, covered entries, and integrated decks. All elevations of the home will be given equal importance to maintain the continuity of the building massing, detailing and use of materials (**Exhibit E.**)

The expression of the building's structure is encouraged through use of timber trusses, post/beam work, exposed rafter tails, and expressed headers at windows and door openings.

5.4 ROOF DESIGN

Roof pitches and overhangs will vary as dictated by architectural design. Roof overhangs and dormers are encouraged to add interest and variety. When used, dormers must be an integral part of the roof form and proportional to the overall scale of the roof.

- Overhangs must be a minimum of 24 inches
- Underside of overhangs and eaves must be enclosed so that 2X truss rafter tails are not exposed
 - ❖ *Exception* – Terrace or deck roofs may be constructed with exposed heavy timber rafters or steel beams and finished tongue and groove design material
- Roof forms are limited to gable, shed and/or hip
- Dormers must be gable, hip or shed forms

Note: It is preferred that ridgelines not exceed 50 feet in length before a change occurs in direction and/or elevation

5.5 ROOF MATERIAL AND SKYLIGHTS

- Roofing material is an important visual element of the overall design and be of a color that is compatible with the overall pallet.
- Skylights - When skylights are used, they must be integrated with the roof form to be as unobtrusive as possible; only flat glass units are acceptable.

The following roofing materials are permitted (class A-Fire Resistant):

- Slate
- Metal (minimum 24 gauge), 16 ounce Copper - .0216" Thickness - 24 gauge - 22 Mil.
- Flat concrete tile (mortar must be used to seal cap shingles on concrete tile roofs and be colored to blend with the tile).

Roofing material samples must be provided on-site for ARC Inspection (Form I – Exterior Materials and Conformance).



5.6 EXTERIOR WALLS AND SURFACES

Exterior surface materials, including trim details, must be used in a well scaled and comprehensive application for all elevations.

Percentage calculations of each wall surface must be provided for each separate exterior elevation and be included on the elevation sheets (See **Exhibit E.**)

Native or select “cultured” stone:

- Minimum of 30% of the exterior building wall surface (exclusive of glass surfaces, entrance door, garage door areas, cement wash) must be appropriately colored native or select “cultured” stone
- Stoned veneered retaining walls designed as an architectural extension may be included in the 30% area calculation
- The remainder of the Residence may be in any combination of approved materials, consistent with the design of the Residence.
- A minimum 16 sq. ft. area of stone must be prepared for ARC Inspection (**Form I – Exterior Materials and Conformance**)

Stucco/Cement Wash:

- No more than 15% of the exterior wall surface shall be stucco, exclusive of glass surface, entrance door and garage door areas, and cement wash areas. Stucco must have a soft texture.
- A minimum 16 sq. ft. area of stucco must be prepared for ARC Inspection (**Form I – Exterior Materials and Conformance**)
- Cement wash may be used on CMU or poured concrete walls which remain shaded or are located beneath decks (painted to match primary field color)
- Cement wash may be used within 8” of grade (shall be painted to match adjacent material)

Additional permitted materials:

- Timber logs, chinking between members must be a color compatible with the overall color of the log members and may not be white or off-white
- Peeled log and other bare wood construction must be stained or painted
- Wood siding (individual boards) and wood shingle accents. Horizontal lap siding must have a minimum ¾” butt thickness
- Reclaimed wood
- James Hardie Artisan Series products or equivalent
- Metal siding. However, corrugated metal should be used in a judicious manner as an exterior accent material.

Foundation walls must be concealed to within eight inches above finish grade by materials such as wood, stucco or cement wash. Stone veneered walls must be faced down to grade. Stepped foundation wall areas following sloped grades should be minimized.

The following materials are excluded:

- Fresh cut wood with clear preservative
- Brick, exposed slump or standard concrete block or adobe brick
- Vinyl, plastics, wood sheet siding, Masonite, manufactured log siding
- Reflective surfaces and mirrored glass
- Wood siding in a “chevron,” angled or herringbone pattern
- Ornamental columns
- Grills and lattice decorations in railings

5.7 EXTERIOR COLORS

- Residence colors must be warm, earthy hues mindful of the colors of the forest. Preservatives and paint must be matte finish and non-reflective.
- A 16 Sq. Ft. (See Section 5.6) area of painted or stained siding must be prepared for ARC Inspection (Form D)

5.8 ARCHITECTURAL COLUMNS OR POSTS

All exterior columns or posts, whether supporting or decorative, must be a minimum 12 inches square or 12” in diameter.

5.9 GARAGE DOORS

- Garage doors for vehicles (cars, golf carts, etc.) may not exceed 10’ in width.
- Garage doors for oversized vehicles may not exceed 14’ in width.
- Glazing is permitted, but must relate to residential architecture and possess similar mullion and frame details
- Door and jamb must be inset from the adjoining wall a minimum of 16” with stone or siding returns
- Constructed of natural wood or be natural wood veneer and stained or painted consistent with the color of the Residence
- Clopay Pro Series composite material, Steel House, or equivalent are acceptable

5.10 FENESTRATION

The location of openings for windows and doors will have a sense of composition and symmetry within the form of the elevation.

Openings for windows and doors in siding or stucco faced walls may be trimmed or detailed in a flush application.

Openings in stone faced walls shall be inset a minimum of 4” from the face of the stone to the door or window frame.

When specified, Lintels shall be a minimum 2½” in thickness.

Openings of unusual shapes and sizes that distract from the overall design of a Residence should be avoided. The use of stained-glass treatments is permitted but should complement the architectural style.

The following are **not** permitted:

- Reflective or mirrored glass
- Light colored window frames



5.11 DECKS, BALCONIES, PATIOS AND COURTYARDS

Above-grade decks and balconies, along with patios and courtyards, must be designed as an integral part of the Residence and detailed with materials and colors consistent with the overall design of the home. Any covered decks, balconies, patios or courtyards must be located within the Building Envelope.

Railing systems of metal, wood, or combinations of the two with vertical or horizontal components are acceptable.

Composite materials for deck surfaces are acceptable.

5.12 GUESTHOUSE

Any attached or detached guesthouse must be of the same architectural style, color and material as the Residence and be visually related to the Residence by walls, courtyards or landscape elements. Any guesthouse must be within the Building Envelope and comply with all applicable Guidelines and all local zoning regulations.

5.13 ALTERNATIVE ENERGY APPLICATIONS

Alternative energy sources are encouraged.

5.14 GOLF COURSE LOTS

Missile (errant golf balls, clubs, etc.) protection may only be achieved through appropriate building siting and orientation and the use of natural landscape elements such as native mature trees, shrubs and landforms. The use of free-standing screens, nets or other similar protection materials are not permitted.

5.15 FIREPLACES, GRILLS AND CHIMNEYS

- Owners are encouraged to plumb all fireplaces and grills for gas.
- All fireplaces and wood burning devices must be in accordance with all Town of Payson codes, including that for particulate emissions.
- Exterior chimneys must be stone-veneered.
- A shroud is required at the top of chimney to screen spark arresters and vents.
- The backside of barbecue grills must be screened from adjacent lots, streets, common areas and Private Amenities.

5.16 ENVIRONMENTAL DESIGN

In harmony with environmental concerns, the ARC supports and encourages the use of technology to reduce reliance on non-renewable resources. Incorporating water conservation measures, utilizing energy-efficient designs and materials, are encouraged.

5.17 FIRE PROTECTION SYSTEMS

All structures within the Properties shall meet any Town of Payson building code requirements for fire protection systems.

5.18 LIGHTNING PROTECTION SYSTEMS

Due to the amount of lightening in the community, the ARC strongly recommends lightening protection for all new residential or garage construction. Protection systems should include lightning rods (structure protection), surge protection for electric panel and grounding.

5.19 COMBINED LOTS

See **Exhibit I** (Lot Consolidation) for specific details regarding the process for lot consolidation. This section applies to an Owner of two or more adjacent Lots where the intent is to combine the Lots for a Residence. The phases of construction remain unchanged.

Requests to combine Lots for initial construction must be presented to the ARC no later than the first Site Visit. The proposed adjusted Building Envelope must be staked. A Site plan must also be presented as required per Section 8.2. In addition, if a combined lot is requested, the site plan must also address the following items:

- Preservation of view corridors for the combined Lots and adjacent Lots
- Building height requirements
- Architectural massing

The Town of Payson has its own requirements regarding Lot consolidation, replat, and design of a new Building Envelope. Approval of the Town of Payson and recording with Gila County must follow approval of the ARC and must not be established prior to the ARC review and noticing the community (if necessary).

5.20 SATELLITE DISHES/ANTENNAS

The use of satellite dish antennas are allowed pursuant to the Telecommunications Act of 1996. An Owner must take reasonable steps to screen antennas.

5.21 ACCESSORY BUILDINGS

Accessory buildings such as tree houses and pre-fabricated units are **not** permitted.

5.22 OTHER APPROVALS

The following also require ARC approval:

- Awnings - Installation of fixed or retractable awnings or canopies
- Gazebos/Greenhouses - Any gazebo or greenhouse must be an integral part of the Landscape Plan and within the Building Envelope.
- Exterior art/sculptures appropriate and with sensitive integration into the overall Landscape Plan.

5.23 SCREEN DOORS

ARC approval is not required for the addition of screen doors to a Residence. The material and color must match or complement existing doors on the Residence.

5.24 MOTION ACTIVATED SECURITY

Exterior motion activated security lights and sirens are **not** permitted.

6.0 EXTERIOR LIGHTING

An appropriate balance must be met between lighting which is both adequate for residents and yet preserves the dramatic nighttime sky. While the design, location and type of any exterior lighting may be used to enhance pathways, architectural and landscape features, minimal lighting within residential yards is encouraged.

All exterior lighting fixtures must be Dark Sky compliant (See **Exhibit F**).

The following are required:

- All exterior lighting must be a warm light source with a maximum color temperature of 3,000 Kelvins.
- Exterior home entrance and garage lighting must use non-visible bulbs and be non-glaring.
- Lighting sources may not be visible or directed towards roads and other residential units.
- All landscape lighting including walkway, driveway and landscape, must be Dark Sky compliant. However, a limited amount of accent up-lighting can be approved.
- Pathway and driveway lights should be placed in strategic locations to safely light those areas.
- Total light output must be less than 10,000 lumens per Lot. Lumens refer to brightness.

The following are **not** permitted:

- Light poles
- Post lamps
- Permanent Party lights



7.0 ANCILLARY SITE IMPROVEMENT PROVISIONS

7.1 DRIVEWAYS/PARKING

Driveway designs must be in conformance with the Town of Payson Codes. Driveways must be constructed of pavers, integrally colored concrete, exposed aggregate concrete or flagstone. “Bands” of separate driveway materials or driveway surfaces or other materials may be considered.

7.2 RETAINING WALLS

All retaining walls must be constructed of boulders, stone veneered concrete masonry unit (CMU) or dry-stacked rubble to create a natural level change.

Freestanding retaining wall rock is not part of the minimum 30% stone coverage calculation for the Residence.

- The maximum total vertical exposure of a landscape retaining wall is six feet.
- Retaining walls as an extension of the Residence may not be over 10 feet in height.
- The use of plantings to soften the visual impact of retaining walls is encouraged and may be required.
- Stucco-faced walls will be considered within the context of the overall architectural design.

7.3 FENCING/PET ENCLOSURES

Fences are permitted provided they are an extension of the Residence in form, material, texture and color, connected to the residence, and do not exceed five feet in height.

Pet Enclosures must be compatible with the residential design/material, be no larger than 500 square feet not including covered areas, screened and within the Building Envelope.

7.4 SPAS AND POOLS

These features must be constructed within the Building Envelope and meet code requirements. Any fence shall meet the Town of Payson requirements.

7.5 SPORT/RECREATIONAL SURFACES AND EQUIPMENT

All playing surfaces, recreational areas and play equipment must be approved by the ARC, and be within the Building Envelope.

7.6 REVEGETATION PLAN

All areas of a Lot disturbed during construction must be revegetated to blend with the non-disturbed landscape.

7.7 ADDRESS IDENTIFICATION BOLLARD

Each Lot must have an address bollard with the Lot’s numeric address and lit with Dark Sky approved lighting.

7.8 FLAGPOLES

Flagpoles may be installed in accordance with the official policies of the TRGCCA pursuant to Exhibit D which includes review by the ARC.

7.9 SCREENING OR CONCEALMENT

Garbage and trash containers, firewood piles, mechanical equipment, and other outdoor maintenance and service facilities must be screened or concealed.

8.0 DESIGN REVIEW PROCESS

Each Owner is responsible for complying with the Guidelines and all other applicable provisions of the Declaration, as it may be amended from time to time, as well as all the rules and regulations of any Governing Authority, in order to bring the design review process to a timely and satisfactory conclusion.

New construction design review process is divided into five phases (as outlined in 8.1-8.5) (See Figure 8 at the end of this section.)

Phase I	On-Site Meeting
Phase II	Schematic Submittal, Completed Plan Submittal, Construction Notice
Phase III	Construction Monitoring
Phase IV	Landscaping Submittal
Phase V	Final Inspection/Construction Conformance Report

New construction consisting of a major alteration or addition

Any modification, including but not limited to the changing of exterior colors, materials, additions and significant landscaping alterations of an existing Residence requires the submission of an Application (**Form D**), along with the required Review Fee (See Section 4.) Depending on the alteration or addition, the ARC may require some or all of the phases of new construction to be completed along with the associated documentation, Construction Deposits, on-site meetings and construction monitoring (See Section 8.3.)

8.1 PHASE I - ON-SITE MEETING (FORM A)

The on-site meeting initiates the design review process. Members of the ARC meet with the Owner/Owner's representative providing an opportunity to discuss their design vision.

Prior to the on-site meeting, the Lot Corner and Building Envelope corners must be staked by a licensed surveyor and marked with lath and ribbon. Additional 'on-line' lath may be required to properly identify the location of the property and Building Envelope lines in heavy growth areas. Protected Trees shall be identified. In addition, provide an aerial photograph of the Lot with contour lines (available from the Town of Payson.)

8.2 PHASE II

The ARC requires the Owner and/or designer to present their project at an ARC meeting with 3D modeling for all phases.

PHASE IIA SCHEMATIC SUBMITTAL (FORM B)

A schematic review provides an opportunity to review designs and receive feedback from the ARC prior to investing in final building plans. Schematic designs include the following:

- Exterior elevation must be presented with 3D modeling accompanied with copies of two-dimensional drawings.
- Materials being considered
- Site plan:
 - Drive access
 - Protected Tree locations
 - Any proposed changes to Building Envelope
 - Proposed Residence footprint with terraces, decks, walkways
 - Extraordinary drainage or retention issues

PHASE IIB (FORM C, COMPLETED PLAN APPLICATION/REVIEW FEE)

Submitted plans are those suitable for the Town of Payson building department review; 3D modeling accompanied with copies of drawings (two sets, scale of 1/4" = 1'.0".)

Architectural site plan

- Building Envelope
- Residence footprint with roof lines showing ridge elevation heights based on United States Geological Survey (USGS)
- Existing contours at 2-foot intervals with ghost contours displayed throughout the footprint
- Location of Protected Trees

Engineered Grading and Drainage Plan (PE sealed)

- Residence footprint with setback dimensions to property lines
- Existing natural contours and proposed finish contours at 2-foot intervals– See Note below
- Driveway and culvert location (minimum of 18" diameter)
- Existing and proposed swales and drainage
- Retaining wall location(s) and materials
- Dedicated area for waste storage (dumpster/roll-off)
- Dedicated area for concrete washout area and sump
- Building Envelope and any proposed adjustments with offsetting area calculations
- Proposed Finished Floor Elevation (FFE) and Garage Floor Elevation (GFE)

Note – Provide sufficient detail as may be required to fully evaluate the potential impact of the proposed construction on existing trees/plants, and the extent of any proposed cuts/fills, retaining walls, or drainage swales.

Floor plan

- Note finished floor elevation
- Show decks and patios
- Overall dimensions

Roof plan

- Elevation heights of all ridgelines (USGS)
- Proposed skylights
- Proposed solar collectors
- Overhang and eave dimensions (minimum 24")

Exterior elevations

- All sides of the Residence with proposed grade lines shown.
- All exterior materials noted.
- All elevations (heights) of roof ridgelines must be shown.
- Overhang and eave dimensions noted (minimum 24")
- Percentage of exterior materials (Exhibit E) must be included.

Building section drawings

- One transverse
- One longitudinal

Lighting and fixtures

- Exterior fixture cut-sheets must be provided at or prior to the second formal inspection (See Section 8.3.)
- Landscape fixture cut-sheets (See Section 8.4)

PHASE IIC CONSTRUCTION NOTICE

Upon review of the Completed Plan Submittal, the Association will place a notice on the Lot and inform the community of a 14-calendar-day comment period. Following this comment period, the ARC will complete the review and initiate appropriate action.

8.3 PHASE III - CONSTRUCTION MONITORING

(FORMs E, F, G, H, I, J, K, L)

A Pre-construction meeting between the Association, Owner, Builder and Security is required prior to the start of any construction effort. The Owner should have the following items completed prior to the pre-construction meeting:

Provide the following (pulled from Form E):

- Copy of Building Permit (Town of Payson)
- Copy of Approved Drawings (Town of Payson) 11"x17", exclude structural drawings
- Signed copies of the following:
 - Construction Monitoring Consent (Form F)
 - Construction Regulations (Form G) (initial all pages, sign last page)
 - Contractor/Sub Employee List (Form J) (initial)
 - Security Escort Agreement (Form K) (signature)
 - Construction Deposit Agreement (Form L) with check (personal/cashier's)(initialed and signed)

CONSTRUCTION DEPOSIT

The Owner is required to post and maintain an all-cash, refundable Construction Deposit in the amount of **\$15,000** with the Association. The Association will place the Deposit in a separate bank account. The cost, if any, of this account will be shared equally between the Association and the Owner. Any interest earned on the Construction Deposit will become a part of the Construction Deposit.

When an Owner (unlicensed) acts as their own general contractor, an additional cash deposit of \$10,000 is required.

Major alterations require construction deposits. (See Section 4.0)

Property Owners with more than one project under construction simultaneously are required to submit the following deposits:

Construction of one home or up to three homes simultaneously will require a one-time deposit of \$15,000. Each additional project (more than three homes) constructed simultaneously will require an additional \$5,000 deposit.

So long as one project is under construction, the minimum deposit is \$15,000.

Deposits will be maintained and not released until the ARC issues a Final Inspection/Construction Conformance Report, Form N, and all conditions are satisfied.

ARC INSPECTIONS

Once construction is in progress, the ARC will conduct construction monitoring through formal and informal inspections. The formal inspections are listed below:

1st Inspection (Form H) – Certificate of Accuracy

2nd Inspection (Form I) – Exterior Materials and Conformance

To assist in timely approvals, a 7-day minimum notice to the ARC is required. Please have all materials available and prepared for inspections which include:

- Stone siding and stucco (See Section 5.6)
- Roofing sample (See Section 5.5)
- Hardscape and paver materials
- Lighting fixture cut-sheets
- Conformance of rough framing with approved exterior elevations

A minimum 16 sq. ft. area of stone, stucco, and painted or stained siding samples must be available for the 2nd inspection per Section 5.6 and 5.7.

3rd Inspection (Form N, refer to Section 8.5) - Final inspection of the finished Residence, approved Landscape Plan and site conditions

8.4 PHASE IV LANDSCAPING SUBMITTAL (Form M)

The Landscape Plan must be prepared in a professional manner in harmony with the signed and stamped Grading and Drainage Plan. The Owner must schedule an on-site meeting for Landscape Plan review with the ARC (7-calendar days prior.) This site visit is essential to understand all the elements on the landscaping plan and potentially address any unresolved drainage or erosion control issues. The plan must be a minimum scale 1"=10' and include the following:

- Plant materials selected from the Approved Plant Materials (Exhibit A)
- Planting schedule that identifies the type, size and quantities of all plant materials
- Location of Protected Trees
- Revegetation areas
- Erosion control measures, riprap, swales and slopes
- Stone headwalls and drive culvert (if necessary)
- Landscape boulders, native plantings
- Screening or concealment of utilities
- Lighted address bollard location
- Lighting fixture cut sheets that verify Dark Sky conformance

8.5 PHASE V - FINAL INSPECTION/CONSTRUCTION CONFORMANCE REPORT (Form N)

Upon completion of any Residence or modification the Owner must notify the Association and request a final inspection. The ARC will use Form N to inspect the Residence, identify any deficiencies and issue a Construction Conformance Report to Owner.

If the ARC written report does not identify any deficiencies, violations or unapproved variations from the approved plans, the ARC will promptly release the Construction Deposit to the Owner.

If the report identifies any deficiencies, violations or unapproved variations from the approved plans, the ARC will hold the Construction Deposit for 180 days or until receipt of a subsequent report from Owner of construction conformance, whichever is less. Following the ARC's confirmation of conformance in a subsequent Construction Conformance Report, the Construction Deposit monies will be released to the Owner. If the deficiencies, violations or unapproved variations have not been addressed by Owner and confirmed by the ARC within 180 days, the ARC will have the option to retain the deposit until deficiencies, violations or unapproved variations have been addressed or to release the Construction Deposit monies from the bank account to the Association. Final conformance is subject to the Enforcement provisions of the Guidelines (Section 10).

Neither the approval of the plans nor the approval of the actual construction by the ARC constitutes a representation or warranty that the plans or construction comply with applicable governmental requirements or applicable engineering, design or safety codes. Release of Deposit does not constitute a representation or warranty from the ARC that the construction complies with the approved plans.

8.6 VARIANCES

Variations for new construction, major alterations or additions require ARC to provide a written notice to the Owners of all Properties allowing them 14 days to comment. Notification for comments is not required for minor architectural modifications or additions where a building permit is not required.

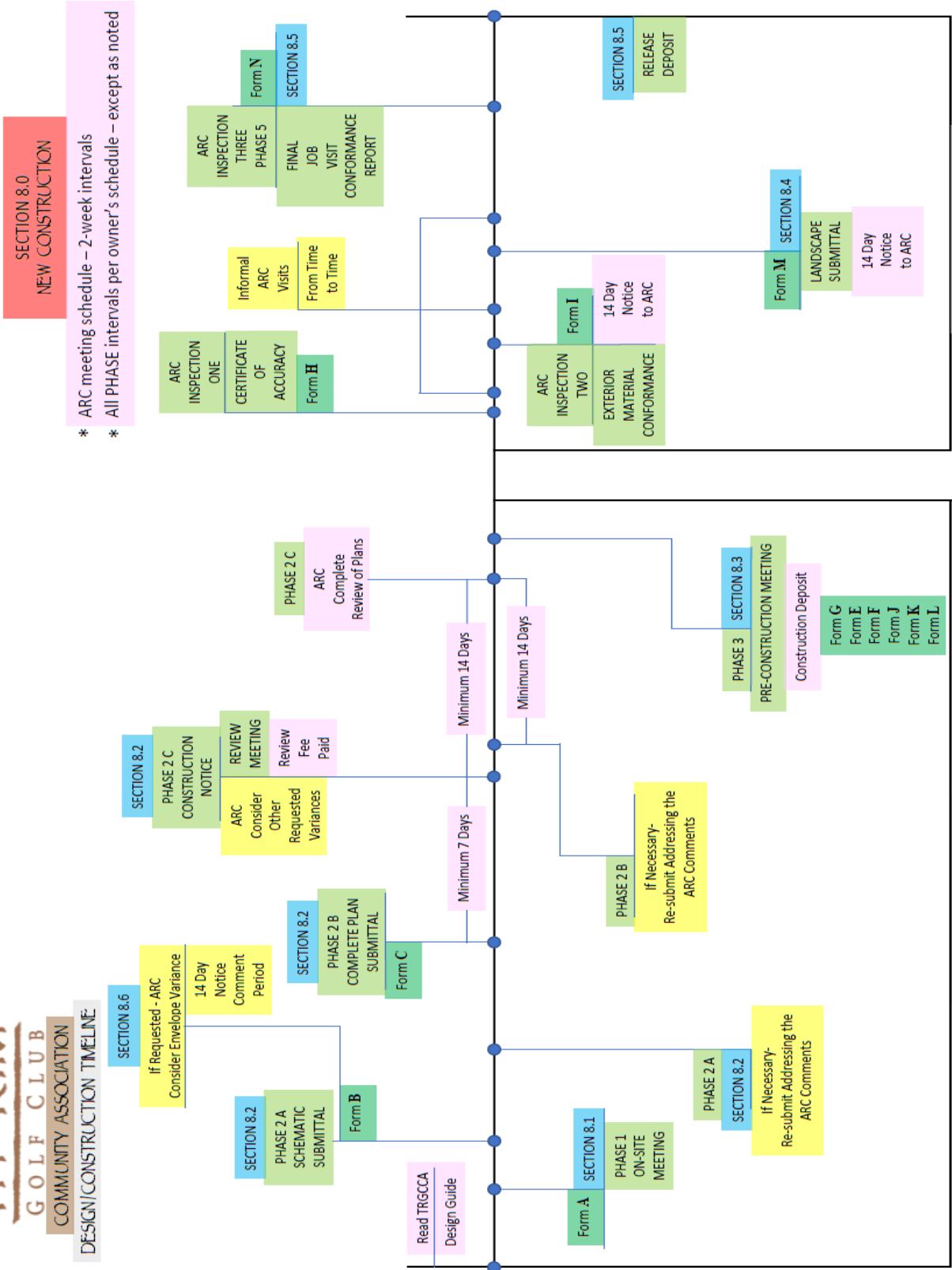
An examples of a common Variance request is a Building Envelope adjustment due to constraints of topography or siting orientation to capture views.

8.7 IMPLEMENTATION OF APPROVED PLANS

All Work shall conform to the Guidelines. If it is determined by the ARC that Work completed or in progress on any Lot does not conform with the Guidelines or any approval issued by the ARC, the ARC will notify the Owner in writing of such nonconformance and require the Owner to remedy the same.

As described in Article 9.3 of the CC&Rs, all Work shall be completed within 12 months of its commencement except when and for so long as such completion is delayed due to causes beyond the reasonable control of the Owner or the Owner has requested an extension of such maximum time period not less than 14 days prior to the expiration of the 12-month period.

Work must commence on approved submittals within 12 months of approval or submittals are considered withdrawn with forfeiture of all design Review Fees.



* ARC meeting schedule – 2-week intervals
 * All PHASE intervals per owner's schedule – except as noted

FIGURE 8

9.0 CONSTRUCTION REGULATIONS

It is important to minimize disruption to existing residents and Private Amenity during the construction process. All Builders are required to manage the construction process according to the following regulations which will be enforced by the TRGCCA Community Manager and/or TRGCCA's Security.

9.1 CONSTRUCTION TRAILERS/PORTABLE FIELD OFFICES, ETC.

Any Owner or Builder who desires to bring a construction trailer, field office or the like onto the Properties is required to first apply for and obtain written approval from the ARC. The trailer must be an acceptable color and have no signage. To obtain such approval, the Builder is required to submit a copy of the site plan with proposed locations of the construction trailer or field office all within the Building Envelope. Such temporary structures must be removed upon completion of construction.

9.2 FIRE EXTINGUISHERS

At least three 10-pound ABC-rated dry chemical fire extinguishers are required to be present and available in conspicuous places on each Lot's construction site during the entire period of construction.

9.3 TRASH REMOVAL

Dumpsters or approved roll-offs must be located within the construction fenced area. The construction site must be completely able to support the loading and unloading of a roll-off dumpster.

A request for using a roll-off dumpster must be made at the pre-construction meeting.

Builders are prohibited from dumping, burying or burning trash anywhere within the Properties. During the construction period, each construction site must be kept neat and clean and be properly policed to prevent it from becoming an eyesore or affecting other Lots, Private Amenity or Open Space.

9.4 SANITARY FACILITIES

Each Builder is responsible for providing adequate sanitary facilities for Builder's construction workers. Portable toilets must be located within the temporary fenced area.

9.5 TRAFFIC CONTROL, VEHICLES AND PARKING AREAS

Construction crews are prohibited from parking on or otherwise using any other Lot or Open Space. All vehicles must be parked so as not to inhibit traffic and as directed by Security personnel.

Each Builder is responsible for assuring that its subcontractors and suppliers obey the speed limits posted within the Properties.

9.6 BLASTING

If any blasting is to occur, the Owner or Builder must first provide to the Town of Payson and the ARC written advice of professional consultants that blasting may be accomplished safely. No blasting or impact digging causing seismic vibrations is permitted without 72 hours prior written notice to the Association.

Applicable governmental regulations concerning blasting will apply and must be observed. The ARC's only responsibility is to require reasonable evidence of a professional consultant's expertise. The ARC assumes no liability for the blasting or for any damage or injury caused therefrom.

9.7 EXCAVATION MATERIALS

Stockpiled Excavation materials that will not be utilized within 60 days may not be stored on the Lot. All Excavation material must be contained within the Building Envelope.

9.8 BUILDING LIMIT FENCING

To protect the vegetation around the area of construction, a fence, approved by the ARC, must be installed to completely enclose the construction zone. The fence shall have only a single entrance (cattle gate 12' minimum width) located at the driveway. The fence and gate must be maintained until removal has been approved by TRGCCA's Security.

The site must be secured and gate locked when there are no trades working on the site.

9.9 RESTORATION OR REPAIR OF OTHER PROPERTY DAMAGE

Damage and scarring of any property outside the Building Envelope, including, but not limited to, any Open Space, Private Amenity, other Lots, driveways, utilities, vegetation and/or other improvement shall be remediated by the Owner. Damage to Community roads and common areas as a result of construction will be repaired by the Association and first charged against the Roadway Damage and Escort fee. To the extent this fee is insufficient to remediate the damage, the ARC may seek recovery from the Owner.

9.10 GENERAL PRACTICES


All Owners are responsible for the conduct and behavior of their agents, representatives, Builders, contractors and subcontractors while on the Properties. The following are prohibited:

- Smoking outside of any vehicle
- Playing loud music
- Bringing personal pets
- Transiting over any Private Amenity
- Removing or destroying protected plants
- Dumping of flammable material
- Changing oil on any vehicle or equipment on property (unless it is scheduled maintenance for equipment in use for construction).
- Allowing concrete suppliers, plasterers, painters or any subcontractor to clean their equipment anywhere but the location specified on the Grading and Drainage plan.

9.11 CONSTRUCTION ACCESS

The only approved construction access during the time a Residence or other structure is under construction will be over the approved driveway for the Lot unless the ARC approves an alternative access point.

The location of The Rim Golf Club’s main construction entrance will be determined from time to time by the ARC and each Builder will be responsible for assuring that only the specified construction entrance is used by its employees, suppliers, subcontractors and agents.

Security will accompany any deliveries (See Form K) over 48 feet in length, deliveries where there is a potential danger to the public, wide loads, or vehicles carrying the maximum weight for our roadway network. 

9.12 DUST AND MUD

The Owner is responsible for controlling dust and mud.

Drainage or erosion clean up from runoff is the responsibility of the Owner.

Mud and dirt tracked from the construction site onto the paved roads must be promptly removed and cleaned by the Owner.

9.13 CONSTRUCTION SIGNAGE


Builders are authorized to post a Company advertising sign (2’x2’) on the gate or fencing.

Additionally, an Information sign must be posted by the Builder on a fence next to the gate post. The sign (provided by the Association) will include:

- Builder’s name and Registrar of Contractors (ROC) Number
- Lot number
- Lot address
- Emergency contact phone number

No-Trespassing signs shall be posted on the Gate and every 100’ along the construction  fence.

9.14 DAILY OPERATION

Daily working hours for each construction site will be as  follows:

Monday-Friday	October -April 7 AM to 5 PM May – September 6 AM to 5 PM
Saturday	8 AM to 4 PM
Sunday	No Construction

No Construction on the following Designated Holidays:

- New Year’s Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Christmas Day

Construction hours are subject to change and will be determined by the ARC from time to time.

10.0 CONFORMANCE

In the event the ARC determines that an Owner has violated the Design Criteria & Guidelines, the ARC will give the Owner written notice of the violation. If the Owner disagrees with the ARC's determination, the ARC will conduct a hearing in accordance with **Section 3.24** of the Bylaws. Following a hearing before the ARC, the Owner will have the right to appeal the ARC's decision to the Board in accordance with **Section 3.24(c)** of the Bylaws.

The ARC may remove or remedy a violation and/or seek injunctive relief requiring the removal or the remedial action of the violation. In addition, the ARC will be entitled to recover the costs incurred in enforcing conformance, including the costs of legal fees, and/or impose a monetary fine against the Owner. The ARC or Board may take any additional action set forth in the Bylaws or the Declaration, including the levy of a Specific Assessment pursuant to **Section 8.7** of the Declaration.

The obligation of the Owner to repair, correct, complete or otherwise comply with the Construction Regulations, Design Criteria & Guidelines or the Declaration will not be limited to the amount of the Construction Deposit. If the Construction Deposit is insufficient to meet the obligation, any additional expense over and above the Construction Deposit incurred by the ARC or the Board in enforcing conformance with the Construction Regulations, Design Criteria & Guidelines or the Declaration, once assessed, will be recorded against the Lot as a lien until paid.

Upon issuance of a final Construction Conformance Report by the ARC, the Construction Deposit, less any expenses incurred to cure any violations or associated with the costs of the bank or escrow account, will be refunded to the appropriate Owner. If the construction project is abandoned or unduly delayed, the Board of Directors and/or ARC may determine the appropriate use of the Construction Deposit.

Nothing in the above will serve to affect the rights an Owner has to petition for an administrative hearing in the Department of Real Estate pursuant to Arizona Revised Statutes Section 32-2199.01.



11.0 FIREWISE

The Board has adopted community-wide maintenance standards for Firewising properties. The Rim Golf Club Community is situated within the Tonto National Forest which has had multiple wildland fires resulting in the loss of homes, structures and forests with escalating fire danger each year. Property not compliant with Firewise standards puts all community property and adjacent US Forest lands at risk. New property owners are required to clear overgrown vegetation and Firewise their property within 90 days after close of escrow. Firewising is not a one-time operation but requires an ongoing effort. All property owners should annually asses their property for Firewise issues and perform any necessary treatment.

Firewising includes, but is not limited to, the following items:

1. Removing dead or dying trees.
2. Removing dead or decaying brush.
3. Reducing the amount of ladder fuels (shrubs, small trees, weeds) especially those adjacent to mature trees.
4. Reducing the vertical and horizontal continuity of forest fuels by thinning large and thick grouping of manzanita and scrub oak or spacing them into smaller groupings.
5. Pruning lower branches of mature trees 6 feet above the ground.
6. Disposing of cleared cuttings and debris promptly.
7. Annually inspect and maintain the property.

The Board has the authority to enforce Firewise compliance.

12.0 GOVERNMENTAL APPROVAL and AUTHORITY

The review and approval of plans and specifications will not be a substitute for conformance with the permitting and approval requirements the Town of Payson or any other Governing Authority. It is the responsibility of the Owner to obtain all necessary permits and approvals and submit copies of all permits to ARC.

To the extent that any Town of Payson ordinance, building code or regulation requires a more restrictive standard than the standards set forth in the Guidelines or the Declaration, the local government standard will prevail. To the extent that any local government standard is less restrictive, the Declaration and the Guidelines (in that order) will prevail.

If the Town of Payson, or any other Governing Authority having jurisdiction, requires that changes be made to the ARC Approved construction plans, the Owner must notify the ARC of such changes.



13.0 INCORPORATION

The provisions of the Declaration applicable to design and landscape control are incorporated in these Guidelines by reference and take precedence in case of conflict.

13.1 NO LIABILITY FOR APPROVAL OF PLANS

Section 9.6 of the Declaration contains a disclaimer of liability or responsibility for the approval of plans and specifications contained in any request by an Owner. The ARC, Association, and its agents will not be liable for any damage, loss, or prejudice related to approval or disapproval of the plans, construction or performance of any work whether or not pursuant to the approved plans, or any other claims of injury related to the project.

The ARC will include aesthetic judgment in considering the approval of submitted designs. Simply because the design satisfies stated requirements of the Guidelines, approval remains at the discretion of the committee.

13.2 RIGHT OF WAIVER

The ARC reserves the right to waive or vary any of the procedures or standards set forth in these Guidelines, at its sole and absolute discretion.

Any approval by the ARC of any drawings or specifications, Work done or proposed, or in connection with any other matter requiring such approval under the Guidelines or the Declaration, including a waiver by the ARC, will not be deemed to constitute a waiver of any right to withhold approval as to any similar drawing, specification or matter whenever subsequently or additionally submitted for approval.

Furthermore, should the ARC overlook or not be aware of any item of nonconformance at any time during the review process, construction process or during its Final Inspection, the ARC in no way relieves the Owner from conformance with the Guidelines and all other applicable codes, ordinances and laws.

13.3 SEVERABILITY

If any provision of the Guidelines is held to be invalid, the same shall not affect in any respect whatsoever the validity of the remaining provisions of the Guidelines to the extent that they can be reasonably understood without the invalid portion(s).

These Guidelines have been approved and adopted as provided by the Declaration and will remain in full force and effect until revised as provided in the Declaration or the Guidelines.

EXHIBIT A - APPROVED PLANT LIST

ZONE DEFINITIONS

- **Zone 1** The foundation planting area within 10 feet of the Residence. This area is for plants of the Owner's choice.
- **Zone 2** The area between Zone 1 and the Building Envelope. Plantings in this zone are to gradually blend with the natural forest.
- **Zone 3** The area between the Building Envelope and the Lot line where only indigenous vegetation is to be planted.

ZONE 1 SHRUBS



Botanical Name

Common Name

Abelia grandiflora
Abelia grandiflora Edward Goucher
Abelia grandiflora Sunrise
Artemisia Ludoviciana
Artemisia tridentate
Berberis thunbergii
Berberis thunbergii 'Crimson Pygmy'
Berberis thunbergii 'Rose Glow'
Buddleia davidii 'Black Knight'
Buddleia
Buxus microphylla japonica
Buxus microphylla 'Winter Gem'
Buxus microphylla JP 'Green Beauty'
Caryopteris clandonensis 'Blue Mist'
Cercocarpus Montanus

Abelia
Abelia - Edward Goucher
Abelia - Sunrise
Prairie Sage Brush
Artemisia - 'Big Sage Brush'
Barberry - Red
Barberry - 'Crimson Pygmy'
Barberry - 'Rose Glow'
Butterfly Bush - Black Knight
Butterfly Bush
Boxwood - Japanese
Boxwood - Winter Gem Japanese
Boxwood - Green Beauty Japanese
Caryopteris - Blue Mist
Mountain Mahogany

Zone 1 Shrubs Continued

Botanical Name

Chaenomeles
 Cotoneaster dammeri 'Coral Beauty'
 Cotoneaster dammeri 'Lowfast'
 Cotoneaster Parneyi
 Euonymus alata 'Compacta'
 Euonymus fortunei 'Emerald Gaiety'
 Euonymus fortunei 'Emerald 'n Gold'
 Euonymus japonica 'Aurea-Variegata'
 Euonymus japonica 'Microphylla'
 Euonymus japonica
 Forestiera new Mexicana
 Forsythia

 Ilex cornuta 'Dwarf Bufordii'
 Ilex hybrid meserveae 'Blue Boy'
 Ilex hybrid meserveae 'Blue Girl'
 Juniperus chinensis 'Blue Point'
 Juniperus chinensis 'Mint Julep'
 Juniperus chinensis 'Old Gold'
 Juniperus chinensis 'Sea Green'
 Juniperus chinensis 'Spartan'
 Juniperus chinensis 'Torulosa'
 Juniperus horizontalis 'Blue Chip'
 Juniperus horizontalis 'Prince of Wales'
 Juniperus horizontalis 'Wiltonii'
 Juniperus horizontalis 'Youngstown'
 Juniperus prostrata 'Green Mound'
 Juniperus chinensis procumbens 'Nana'
 Juniperus prostrata variegata
 Juniperus sabina 'Broadmoor'
 Juniperus sabina 'Buffalo'
 Juniperus sabina 'Tamariscofolia'
 Lagerstroemia indica
 Ligustrum japonicum 'Texanum'
 Mahonia aquifolium
 Mahonia repens
 Nandina domestica
 Nandina domestica 'Gulf Stream'
 Nandina domestica 'Monum'
 Philadelphus virginialis
 Photina Fraseri
 Phyllostachys aurea

Common Name

Flowering Quince
 Cotoneaster Coral Beauty
 Cotoneaster Lowfast
 Cotoneaster Parneyi
 Euonymus Dwarf Burning Bush
 Euonymus Emerald Gaiety
 Euonymus Emerald 'n Gold
 Euonymus Gold Spot
 Euonymus Box Leaf
 Euonymus
 Privet - New Mexican
 Forsythia

 Holly - Dwarf Burford
 Holly - Blue Boy
 Holly - Blue Girl
 Juniper Blue Point
 Juniper Mint Julep
 Juniper Old Gold
 Juniper Sea Green
 Juniper Spartan
 Juniper Hollywood
 Juniper Blue Chip
 Juniper Prince of Wales
 Juniper Blue Rug
 Juniper Youngstown
 Juniper Green Mound
 Juniper Procumbens Nana
 Juniper Variegated Prostrate
 Juniper Broadmoor
 Juniper Buffalo
 Juniper Tam
 Crepe Myrtle
 Privet
 Oregon Grape Holly
 Creeping Mahonia
 Heavenly Bamboo
 Heavenly Bamboo Gulf Stream
 Heavenly Bamboo Plum Passion
 Mock Orange
 Photinia Fraseri
 Golden Bamboo
Common Name

Zone 1 Shrubs Continued

Botanical Name

Pinus mugo pumilio	Pine Dwarf Mugo
Platycladus orientalis 'Aureus Nanus'	Arborvitae Dwarf Golden
Platycladus orientalis 'Blue Cone'	Arborvitae Blue Cone Oriental
Potentilla	Potentilla
Pyracantha coccinea	Pyracantha Orange Berry
Rhus glabra cis montan	Sumac Rocky Mountain
Rhus trilobata	Sumac Three Leaf
Ribes aureum	Golden Currant
Rosa	Rose
Rosa Banksiae ' Lutei'	Rose Bank's Yellow
Rosa Climbing	Rose Climbing
Rosmarinus officinalis	Rosemary
Santolina Chamaecyparissus	Santolina Gray
Santolina Virens	Santolina Green
Spiraea x bumalda 'Anthony Waterer'	Spirea-red
Spiraea vanhouttei	Spirea Van Houttei
Syringa 'French Lilac'	Lilac French
Syringa vulgaris	Lilac Old Fashion
Taxus media 'Densifomis'	Yew
Taxus x media 'Hicksii'	Yew - Hick's
Thuja aurea 'Nana'	Arborvitae Nana Gold
Thuja orientalis 'Westmont'	Arborvitae Westmont
Viburnum opulus 'Roseum'	Viburnum Common Snoball
Yucca Baccata	Yucca Broadleaf
Yucca elata	Yucca Soaptree
Yucca glauca	Yucca Narrowleaf
Yucca pendula	Yucca Pendula



ZONE 1 GRASSES AND VINES



GRASSES

Botanical Name

Buffalo grass
Cortaderia Selloana 'Ivory Feathers'
Hakonechloa macra 'Aureola'
Imperata cylindrica 'Rubra'
Miscanthus sinensis 'Yaku Jima'
Muhlenbergia Rigens

Common Name

Buffalo grass
Pampas Grass-Dwarf Ivory Feathers
Japanese Forest Grass Golden
Blood Grass-Japanese
Dwarf Maiden Grass Yaku Jima
Deer Grass

VINES

Botanical Name

Campsis tagliabuana 'Madame Galan'
Campsis radicans
Clematis
Hedera helix 'English'
Hydrangea
Lonicera japonica 'Halliana'
Parthenocissus quinquefolia
Polygonum aubertii
Wisteria Sinensis

Common Name

Trumpet Creeper - Madam Galan
Trumpet Vine
Clematis
Ivy English
Hydrangea
Honeysuckle - Hall's
Virginia Creeper
Silver Lace Vine
Wisteria Chinese

GROUND COVER

Botanical Name

Aegopodium podagraia variegatum
Delosperma Cooperi
Hedera helix 'English'
Vinca major
Vinca minor

Common Name

Bishop's Weed Varigated
Ice Plant
Ivy English
Vinca major
Vinca minor

ZONE 2

GRASSES

Botanical Name

Bouteloua curtipendula
Bouteloua gracilis
Festuca cenerea glauca
Festuca cenerea 'Elija Blue'
Buffalo grass
Miscanthus sinesis 'Yaku Jima'
Muhlenbergia Rigens

Common Name

Gramma Grass - Sideouts
Gramma Grass - Blue
Blue Fescue
Blue Fescue Elijah
Buffalo grass
Dwarf Maiden Grass Yaku Jima
Deer Grass

VINES

Botanical Name

Cotoneaster dammeri 'Coral Beauty'
Cotoneaster dammeri 'Lowfast'
Cotoneaster Paryneyi
Delosperma Cooperi
Parthenocissus quinquefolia

Common Name

Cotoneaster Coral Beauty
Cotoneaster Lowfast
Cotoneaster Parneyi
Ice Plant
Virginia Creeper



PERENNIAL FLOWERS AND PLANTS



Botanical Name

Common Name

Anacyclus Depressus	Mat Daisy
Coreopsis grandiflora	Coreopsis
Dasyilirion Wheeleri	Desert Spoon
Eschscholzia Californica	California Poppy
Hesperaloe parviflora	Yucca Red
Hymenoxys acaulis	Daisy-Angelita
Oenothera berlandieri	Mexican Evening Primrose
Penstemon strictus	Penstemon
Perennial plants	Native, low water usage
Perennial plants	Seasonal Varieties
Perovskia atriplicifolia	Russian Sage
Wildflower Seed	Native varieties, low water usage

TREES

Botanical Name

Common Name

Acer Grandidentatum	Maple-Rocky Mountain Glow
Acer Griseum Paperbark	Maple-Paperbark
Celtis reticulata	Hackberry-Western
Chilopsis linearis	Willow-Desert
Cypress glabra	Cypress-Arizona
Eleagnus angusti	Russian Olive
Fraxinus Velutina	Ash-Arizona
Juniperus deppeana pachyphlaea	Alligator Juniper
Juniperus	Utah Juniper
Juniperus	One seed Juniper
Pinus edulis pinon	Pine Pinon
Pinus leucodermis	Pine Bosnian
Pinus nigra	Pine Austrian
TREES (Continued)	Pine Ponderosa

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Pinus ponderosa	
Pinus thunbergiana	Pine Japanese Blace
Pistacia chinensis	Pistache Chinese
Plantanus wrightii	Sycamore Arizona
Populus	Cottonwood
Populus Tremuloides	Aspen Quaking
Quercus buckleyi	Oak Texana
Quercus Gambelii	Oak White
Quercus Palustris	Oak Pin
Quercus Ruba	Oak Red Northern
Robinia newmixon	Locust New Mexico
Vitex agnus-castus	Vitex Chaste Tree

SHRUBS

<u>Botanical Name</u>	<u>Common Name</u>
Agave parryi	Agavi
Amelanchier alnifolia	Serviceberry
Arctostaphylos	Point leaf Manzanita
Artemisia Ludoviciana	Prairie Sage Brush
Artemisia tridentata	Artemisia-'Big Sage Brush'
Caryopteris clandonensis 'Blue Mist'	Caryopteris- Blue Mist
Ceanothus integerrimus	Deer Brush
Cercocarpus Montanus	Mountain Mohogany
Cercocarpus ledifol	Mountain Mohogany - Curl Leaf
Chamaebatiaria millefolium	Fernbush
Chrysothamnus nauseosus	Rabbitbush
Cotoneaster dammeri 'Coral Beauty'	Cotoneaster Coral Beauty
Cotoneaster dammeri 'Lowfast'	Cotoneaster Lowfast
Cotoneaster Parneyi	Cotoneaster Parneyi
Cowania mexicana	Cliff Rose
Ericamerica Laricifolia	Turpentine Bush
Fallugi paradoxa	Apache Plume
Forestiera newmexicana	Privet-New Mexican
Garrya	Silk Tassal
Juniperus chinensis 'Sea Green'	Juniper Sea Green
Mahonia repens	Creeping Mahonia
Oak	Emory Oak
Photinia Fraseri	Scrub Oak
Potentilla	Photinia Fraseri
Rhus glabra cis montan	Potentilla
Rhus trilobata	Sumac Rocky Mountain
Ribes aureum	Sumac Three Leaf

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SHRUBS (Continued)

Salvia Greggii

Santolina Chamaecyparissus

Santolina Virens

Sheperdia argentea

Sotol

Tamarix 'Summer Glo'

Yucca Baccata

Yucca elata

Yucca glauca

Yucca pendula

Golden Currant

Autumn Sage

Santolina Gray

Santolina Green

Silver Buffaloberry

Desert Spoon

Salt Cedar Summare Glo

Yucca Broadleaf

Yucca Soaptree

Yucca Narrowleaf

Yucca Pendula

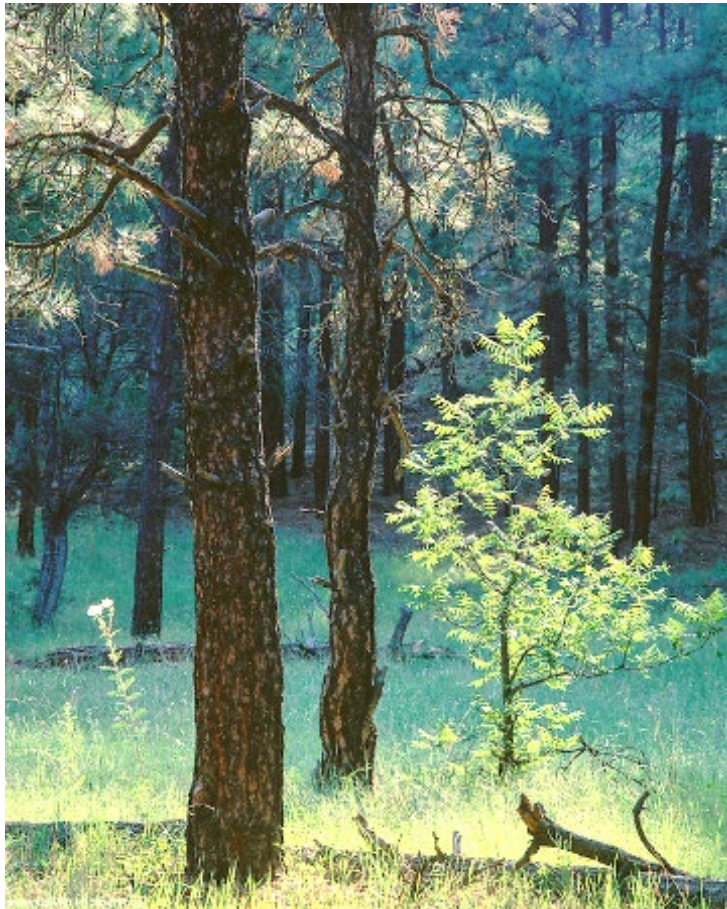


Exhibit B - Lot Sizes

Estate Lots

Estate Lots (Acres)

Lot #	Size	Lot #	Size	Lot #	Size	Lot #	Size	Lot #	Size
1	1.10	40	1.35	81	1.13	121	1.07	161	1.15
2	1.12	41	1.24	82	1.09	122	1.17	162	1.25
3	1.07	42	1.12	83	1.04	123	1.02	163	1.00
4	1.09	43	1.42	84	1.11	124	1.49	164	1.08
5	1.11	44	1.62	85	1.27	125	1.03	165	1.37
6	1.02	45	1.09	86	1.29	126	1.05	166	1.10
7	1.12	46	1.12	87	1.06	127	1.31	167	1.18
8	1.21	47	1.94	88	1.07	128	1.32	168	1.07
9	1.10	49	2.06	89	1.05	129	1.30	169	1.01
10	1.06	50	1.15	90	1.00	130	1.05	170	1.00
11	1.05	51	1.14	91	1.14	131	1.16	171	1.27
12	1.02	52	1.08	92	1.02	132	1.36	172	1.02
13	1.07	53	1.08	93	1.07	133	1.06	173	1.32
14	1.00	54	1.01	94	1.08	134	1.05	174	1.01
15	1.02	55	1.01	95	1.05	135	1.12	175	1.45
16	1.06	56	1.00	96	1.09	136	1.28	176	1.01
17	1.05	57	1.27	97	1.02	137	1.05	177	1.04
18	1.10	58	1.04	98	1.06	138	1.49	178	1.22
19	1.09	59	1.00	99	1.35	139	1.09	179	1.29
20	1.50	60	1.02	101	1.63	140	1.34	181	0.91
21	1.31	61	1.03	102	1.46	141	1.25	182	0.97
22	1.24	62	1.05	103	1.42	142	1.21	183	1.16
23	1.29	63	1.00	104	1.55	143	1.20	184	1.53
24	1.02	64	1.00	105	1.05	144	1.12	185	1.29
25	0.98	66	2.01	106	1.02	145	0.98	186	1.07
26	1.11	67	1.06	107	0.93	146	1.18	187	1.02
27	0.98	68	1.04	108	0.95	147	1.30	188	1.21
28	1.02	69	1.01	109	1.01	148	1.12	189	1.10
29	1.14	70	1.00	110	1.01	149	1.00	190	1.15
30	1.02	71	1.14	111	1.18	150	1.38	191	1.31
31	1.38	72	1.02	112	1.16	151	1.22	192	1.66
32	1.23	73	1.06	113	1.07	152	1.47	193	1.00
33	1.09	74	1.16	114	1.10	153	0.98	194	1.61
34	1.20	75	1.04	115	1.38	154	1.65	218	1.74
35	1.58	76	1.01	116	1.20	155	1.50	254	0.93
36	1.05	77	1.03	117	1.06	156	1.25	255	2.33
37	1.57	78	1.14	118	1.00	157	1.28	318	2.04
38	1.66	79	1.04	119	1.02	158	1.05	319	2.42
39	1.04	80	1.03	120	1.01	159	1.03		

Exhibit B (Continued)

Cottage Lots .50 acres and above

Cottage Lots 0.50 Acres and Above

Lot #	Size	Lot #	Size	Lot #	Size
202	0.57	243	0.55	287	0.63
212	0.66	246	0.60	288	0.60
213	0.62	247	0.59	290	0.51
214	0.64	248	0.52	292	0.58
219	0.69	252	0.62	294	0.62
220	0.51	253	0.64	295	0.66
222	0.66	259	0.59	299	0.74
223	0.58	260	0.52	300	0.67
226	0.52	261	0.51	301	0.54
227	0.56	265	0.51	302	0.52
228	0.51	269	0.51	303	0.54
229	0.52	272	0.55	306	0.50
231	0.52	279	0.56	310	0.52
238	0.59	282	0.52	312	0.61
240	0.54	283	0.81		
241	0.51	284	0.94		

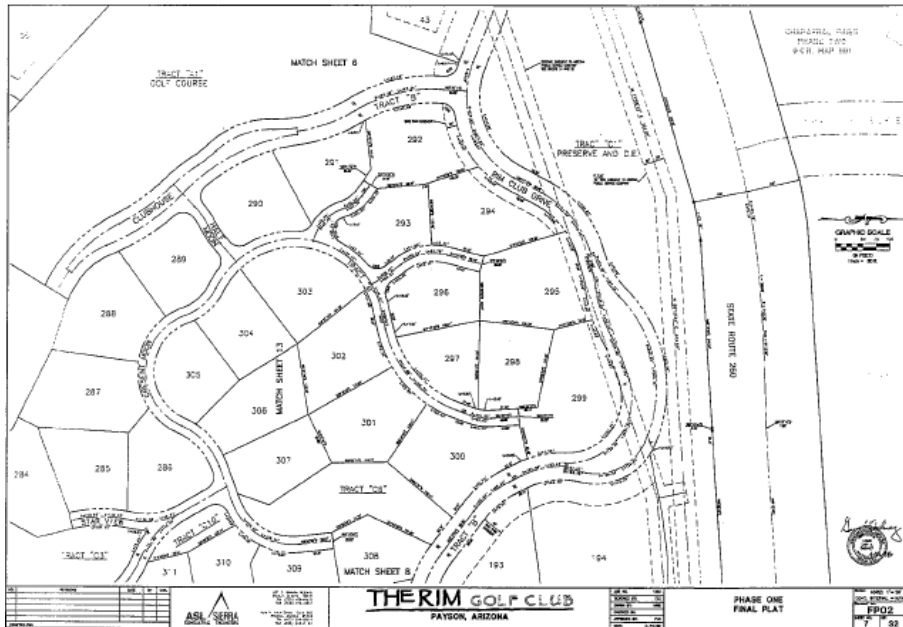


Exhibit B (Continued)

Cottage Lots .49 Acres and Below

Cottage Lots .49 Acres and Below

Lot #	Size	Lot #	Size	Lot #	Size	Lot #	Size
195	0.46	232	0.41	270	0.38	307	0.44
196	0.40	233	0.43	271	0.39	308	0.41
197	0.35	234	0.40	273	0.39	309	0.35
198	0.44	235	0.38	274	0.45	311	0.48
199	0.28	236	0.34	275	0.43	313	0.31
200	0.33	237	0.44	276	0.45	314	0.35
201	0.46	239	0.33	277	0.44	315	0.42
203	0.40	242	0.48	278	0.33	316	0.36
204	0.49	244	0.37	280	0.36	317	0.45
205	0.41	245	0.49	281	0.38	C-321	0.2
206	0.48	249	0.46	285	0.47	C-322	0.19
207	0.35	250	0.40	286	0.49	C-323	0.19
208	0.41	251	0.39	289	0.48	C-324	0.18
209	0.37	256	0.36	291	0.44	C-325	0.16
210	0.46	257	0.38	293	0.44	C-326	0.19
211	0.48	258	0.35	296	0.44	C-327	0.18
221	0.47	262	0.40	297	0.38	C-328	0.18
224	0.45	263	0.39	298	0.45	C-329	0.15
225	0.48	264	0.44	304	0.44		
230	0.43	266	0.44	305	0.43		

EXHIBIT C BUILDING HEIGHTS

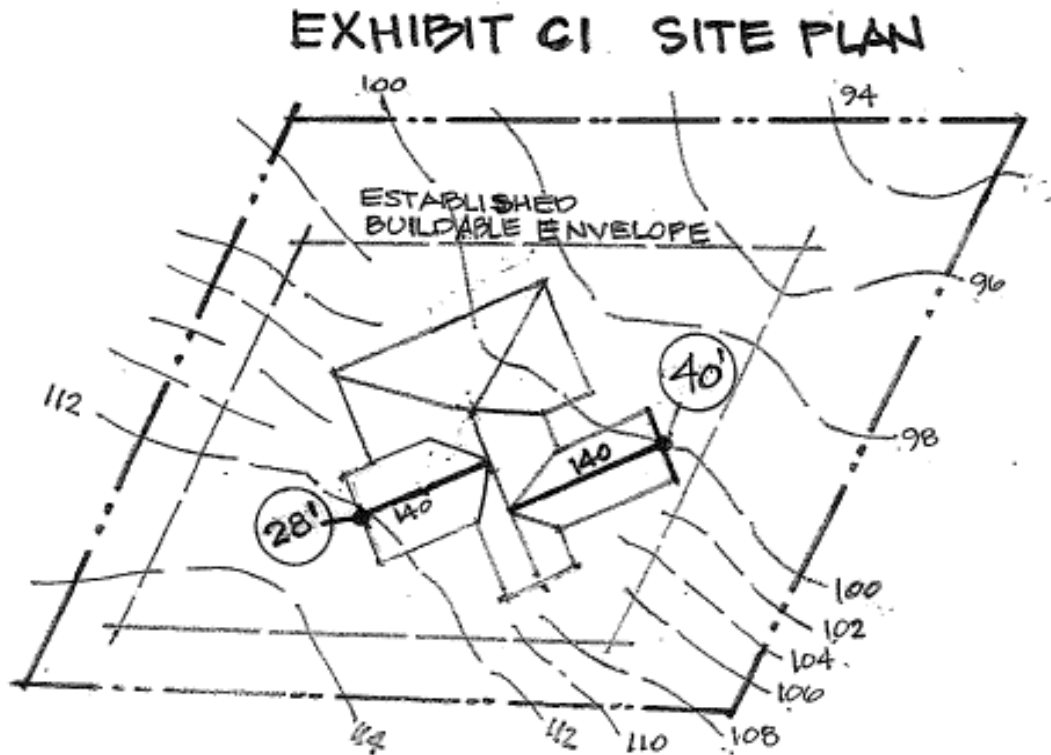
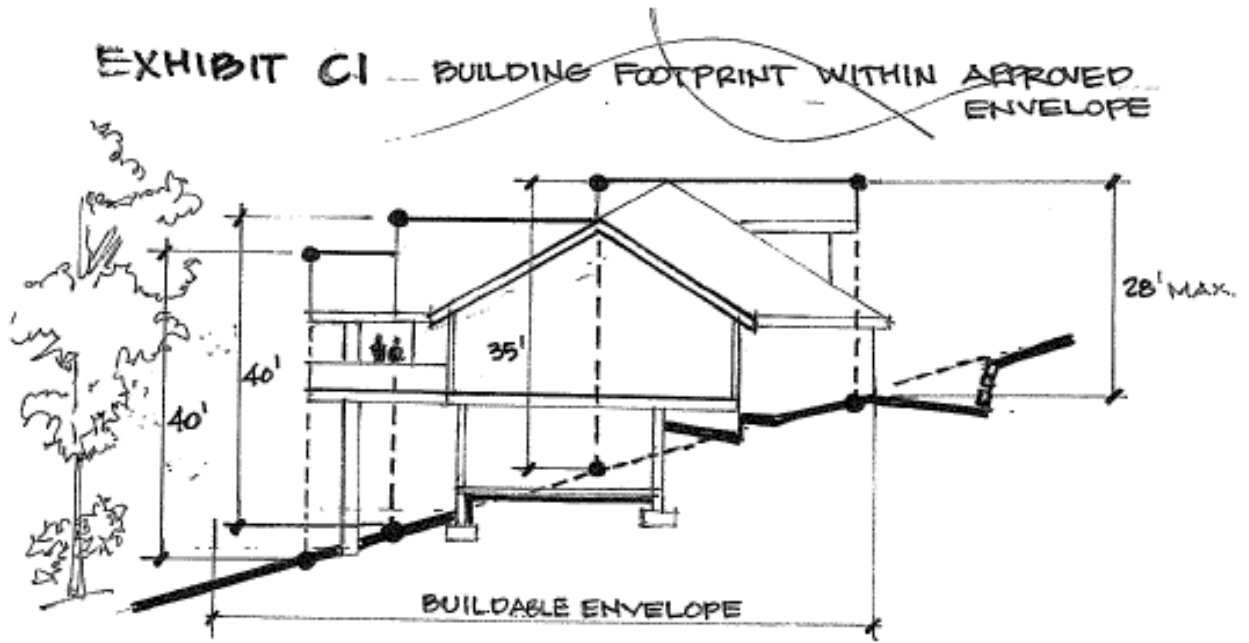


EXHIBIT C BUILDING HEIGHTS (Continued)

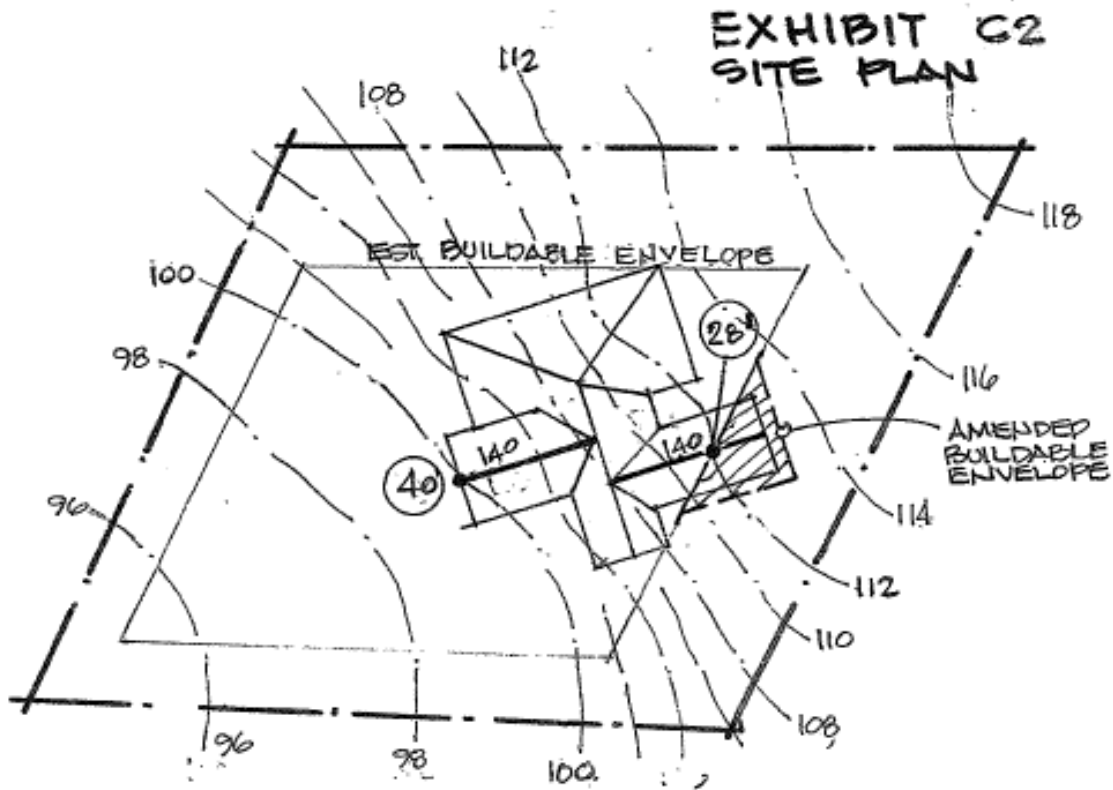
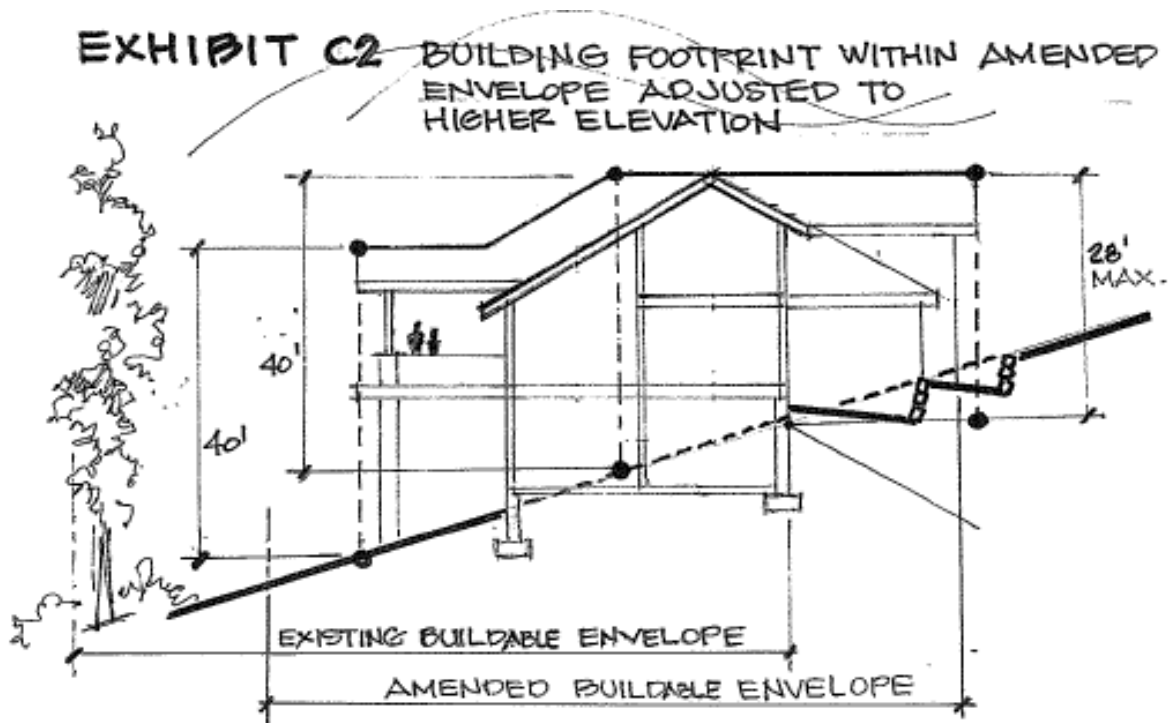


EXHIBIT D - FLAGS/FLAGPOLE POLICY

Prior to installing a flagpole on any Lot/unit, the Owner of said Lot/unit must, in writing, submit Form D (Submittal for Alteration, Landscaping or Color Change) to the Architectural Review Committee for approval. The request must include specific plans detailing the material, height, type, location, and method of installation, color of the flagpole, and how the flagpole will be maintained (e.g., will the pole remain lit 24 hours a day so the flags may remain raised, or will the flags be raised at dawn and lowered at sunset each day?)

APPROVED FLAG TYPES -

- American Flag
- Military Service Flags (US Army, US Navy, US Marine Corps, US Air Force or US Coast Guard)
- POW/MIA Flag
- Arizona State Flag
- Arizona Indian Nations Flag
- Gadsen Flag
- Flags must be consistent with the Federal Flag Code (P.L. 94-344; 90 Stat. 810; 4 US Code of Federal Regulations sections 4-10) where applicable. Any flag may not exceed 3'x5' in size.

FLAGPOLE PLACEMENT

One permanent flagpole is permitted for the display of the American Flag, United States Army, Navy, Air Force, Marine Corps, Coast Guard, The POW/MIA Flag, The Arizona State Flag and, the Arizona Indian Nations Flag.

As used herein, the term “flagpole” means 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 free-standing or attached to a structure.

The height of a flagpole shall not exceed 25' nor exceed the highest point of the roofline. The flagpole must be located within the Building Envelope.



EXHIBIT E WALL SURFACE CALCULATION TABLE

EXHIBIT E SAMPLE TABLE		North	East	South	West	
Orientation						
Total Wall Surface Area (sq ft)						
Glass, doors, garage doors (sq ft)						TOTAL
Net Area (sq ft)						
Stucco	sq ft	%	sq ft	%	sq ft	%
Stone	sq ft	%	sq ft	%	sq ft	%
Siding	sq ft	%	sq ft	%	sq ft	%
Net Area (sq ft)		100%		100%		100%
						A%
						B%
						C%
						100%

o-Net area is the total of Stucco, Stone, Siding areas, less the area of glass, doors, garage doors and cement wash areas

o-Any surface areas relating to Articulation shall be included as a part of visible adjacent walls

o-Apply Table to an Elevation sheet

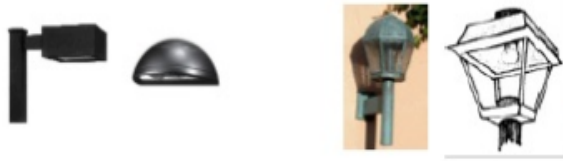
Total A% - Not to exceed 15%

Total B% - Not less than 30%

Total C% - is the remaining %

EXHIBIT F DARK SKY

Dark-sky principles should govern the design of all site lighting and signage. Care should be taken to minimize the amount of light spill from structures, including spill from skylights and windows.



Carriage fixtures that are fully shielded (bulb is located in the upper housing element of the fixture) may be used.

Acceptable fixtures shield the source of illumination from the top and side.



Unacceptable fixtures do not obscure the source of illumination allowing for glare and light trespass.

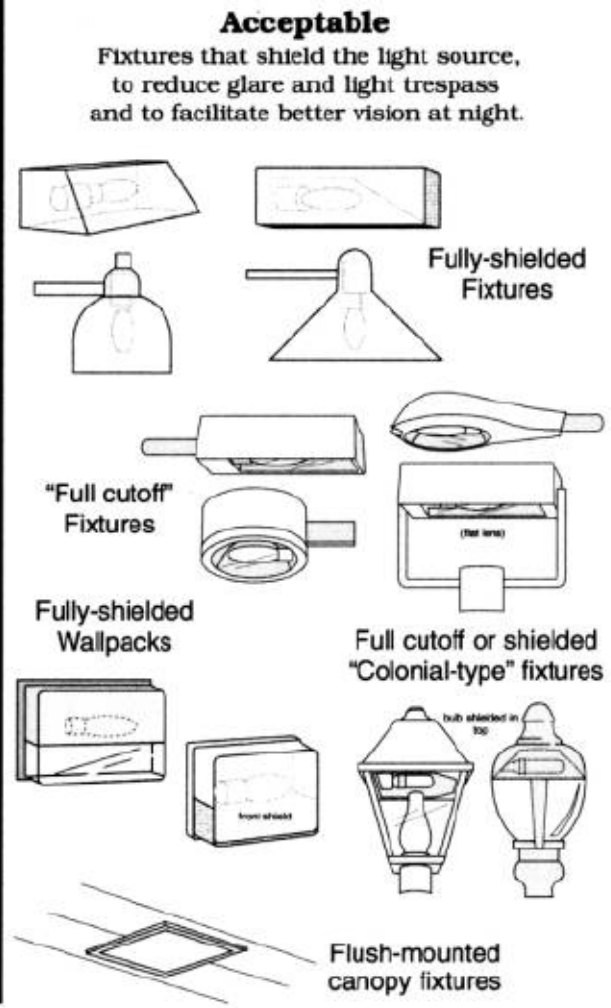


EXHIBIT F DARK SKY (page 2)

UNSHIELDED FIXTURES



Full Cutoff and Fully Shielded Fixtures



Diagrams courtesy of Bob Crelin

*******Ask your local electrical suppliers for "full-cut off" or "fully shielded" light fixtures. Once you have selected fixtures which are compatible with your architecture and community, contact the manufacturer's representative to see a sample of the fixture(s) and to ask for a free lighting plan. If you have a CAD file, the plan can be easily provided in a short period of time. *******

EXHIBIT 6 ARCHITECTURAL CHARACTER

Building Materials and Color

Native and locally made materials (e.g. ashlar stone, masonry rumbled brick, smooth stucco) rather than imported or inappropriate materials (e.g., precision brick, adobe, thick Spanish Lace stucco, clapboards, shingles).

Cement wash surfaced building bases rather than exposed concrete or concrete block (CMU) foundation walls.

Darker earthtone colors (rather than pastels) closely reflecting character and color of the Rim Club community.

Building Facades

Thick Walls respective of the climate rather than “paper thin” walls.

Deep window or door recesses rather than flush mountings.

Human-scaled covered porches and entries rather than massive, two story (Texas) entries or blank facades punctuated by entrance door.

Building projections that Articulate the façade rather than blank walls.

Roofs

Substantial roof overhangs which provide shade and shed rain/snow rather than clipped eaves (especially appropriate on more contemporary designs)

Low roof pitches rather than steep.

Durable roof material reflective of the High Desert environment and architectural style of the home (e.g., standing-seam metal, concrete and flat tile) rather than non-durable materials which relate to other climatic zones or do not reflect the architectural style of the home (e.g., shakes, Straight Barrel Mission tile, rolled asphalt roofing).

A variety of complementary roof materials and colors rather a single, monotonous roof material and color

Building Elements

Strong, substantial columns and supports rather than thin, flimsy, tooth-pick appearing supports.

Proportional and composed window placements rather than scattered, disjointed window arrangements.

Grouped or ribbon windows rather than small, isolated single windows.

Homes sited to preserve views from neighboring Lots, rather than obscuring them.

EXHIBIT 6 ARCHITECTURAL CHARACTER (page 2 of 2)

Plan designs clustered around outdoor courtyards, patios, and arcades, rather than unplanned, pavement intensive, orientations.

Homes sited to preserve ridgelines, rather than altering them.

Homes oriented to preserve natural drainageways, rather than introducing engineered or manmade drainage structures.

Sensitive orientation and integration of design elements (e.g., decks, terraces, patios, pools, spas and hot tubs), rather than dominating the site and ignoring the privacy of neighbors.

Image

Timeless rather than historical

Rural rather than urban

Informal rather than formal

Ruggedly sophisticated rather than polished

Related to and respectful of the environment rather than opposing it

Indigenous High Desert architectural themes rather than non-native architectural style

Human-scaled rather than massive

Horizontal rather than vertical

Conforming to the topography rather than opposing it

Broken in components rather than one large volume

EXHIBIT H USE RESTRICTIONS AND RULES

(CC&R EXHIBIT “C” SECTIONS 1-5)

Use Restrictions and Rules

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

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

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

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

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

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

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

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

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

(g) Any noxious or offensive activity which in the reasonable determination of the Board tends to cause embarrassment, discomfort, annoyance, or nuisance to persons using the Common Area or to the occupants of other Units;

(h) Use or discharge of any radio, loudspeaker, horn, whistle, bell, or other sound device so as to be audible to occupants of other Units, except alarm devices used exclusively for security purposes;

- (i) Use and discharge of firecrackers and other fireworks;
- (j) Dumping of grass clippings, leaves or other debris, petroleum products, fertilizers, or other potentially hazardous or toxic substances in any drainage ditch, stream, pond, or lake, or elsewhere within the Properties, except that fertilizers may be applied to landscaping on Units provided care is taken to minimize runoff, and Declarant and Builders may dump and bury rocks and trees removed from a building site on such building site;
- (k) Accumulation of rubbish, trash, or garbage except between regular garbage pick-ups, and then only in approved containers;
- (l) Obstruction or rechanneling of drainage flows after location and installation of drainage swales, storm sewers, or storm drains, except that the Declarant and the Association shall have such right; provided, the exercise of such right shall not materially diminish the value of or unreasonably interfere with the use of any Unit without the Owner's consent;
- (m) Subdivision of a Unit into two or more Units, or changing the boundary lines of any Unit after a subdivision plat including such Unit has been approved and filed in the Public Records, except that the Declarant shall be permitted to subdivide or replat Units which it owns;
- (n) Swimming, boating, use of personal flotation devices, or other active use of lakes, ponds, streams, or other bodies of water within the Properties, except that the Declarant, its successors, and assigns shall be permitted and shall have the exclusive right and easement to retrieve golf balls from bodies of water within the Common Areas and to draw water from lakes, ponds, and streams within the Properties for purposes of irrigation and such other purposes as Declarant shall deem desirable. The Association shall not be responsible for any loss, damage, or injury to any person or property arising out of the authorized or unauthorized use of rivers, lakes, ponds, streams, or other bodies of water within or adjacent to the Properties;
- (o) Use of any Unit for operation of a timesharing, fraction-sharing, or similar program whereby the right to exclusive use of the Unit rotates among participants in the program on a fixed or floating time schedule over a period of years, except that the Board expressly authorizes Unit Owners who voluntarily participate in the approved Stay and Play program to enter into rental programs subject to the conditions set forth in Section 5 below.
- (p) Discharge of firearms; provided, the Board shall have no obligation to take action to prevent or stop such discharge;
- (q) On-site storage of gasoline, heating, or other fuels, except that a reasonable amount of fuel may be stored on each Unit for emergency purposes and operation of lawn mowers and similar tools or equipment, and the Association shall be permitted to store fuel for operation of maintenance vehicles, generators, and similar equipment;
- (r) Any business, trade, garage sale, moving sale, rummage sale, or similar activity, except that an Owner or occupant residing in a Unit may conduct business activities within the Unit so long as: (i) the existence or operation of the business activity is not apparent or detectable by sight, sound, or smell from outside the Unit; (ii) the business activity conforms to all zoning requirements for the Properties; (iii) the business activity does not involve regular visitation of the Unit by clients, customers, suppliers, or other business invitees or door-to-door solicitation of residents of the Properties; and (iv) the business activity is consistent with the residential character of the Properties and does not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of other residents of the Properties, as may be determined in the sole discretion of the Board.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

EXHIBIT I LOT CONSOLIDATION

(IMPLEMENTATION OF CC&R EXHIBIT “C” SECTION 6)

Lot Consolidation/Replat Guidelines. Any action of consolidation or replat approved by the Board of Directors shall not reduce the total number of Lots to less than 310 Lots; and shall not increase the number of Lots in the community to more than 340 Lots.

An owner’s request to consolidate contiguous Lots for the purpose of expanding the building envelope across Lot lines to alleviate difficult/expensive construction on steep terrain, or desire to construct a larger residence that cannot be accommodated by the existing building envelope, will trigger an ARC review and if approved will go to the HOA Board for their approval. The Town of Payson will also require their approvals. At the time a new Plat Map showing the consolidation has been recorded with the Gila County Recorder, a “consolidation fee” equivalent to eight quarterly assessments will be assessed at the beginning of the following quarter and also, at that time, generate a single quarterly lot assessment going forward. The owner will now possess a single association vote for the consolidated property. Replatting would be required.

Any other requests for consolidation other than for construction purposes will be reviewed by the ARC and if approved the Lot owner will continue to pay assessments as required prior to consolidation.

Any other multiple combinations of adjoining lot(s) consolidations will be reviewed by the ARC. All approvals will generate fees and assessments that will be determined by the ARC with HOA board approval. Replatting would be required.

An owner wishing to divide multiple lots into smaller parcels generating even more lots will be reviewed by the ARC and subject to HOA board approval. Following the above stated guidelines for Lot consolidation, quarterly assessments will be levied as determined by the ARC with HOA board approval. Replatting would be required.

Current Lot owners who own multiple lots and pay only one assessment but cast multiple association votes equal to the number of consolidated Lots will be prohibited from grandfathering those voting rights to buyers of their properties. The new owner shall have a single vote for the consolidated property.

FORM A PHASE I On-Site Meeting



DATE _____

**PHASE I
On-Site Meeting**

FORM A (See Section 8.1)

Lot Number: _____ **Address:** _____

Owner: _____

Design Professional: _____

Mailing Address:

Zip _____

Phone Number: _____

Email Address: _____

Required at the On-Site Meeting:

- The Lot shall be staked by a licensed surveyor with lath and ribbon to identify property and Building Envelope corners. Additional ‘on-line’ lath as required to see one lath to the next.
- Identify Protected Trees w/ribbon
- Aerial photo w/contours, available from the Town of Payson Community Development Department

COMMENTS: _____

ATTENDEES:

FORM A

FORM B PHASE IIA Schematic Submittal



DATE _____

**PHASE IIA
Schematic Submittal**

FORM B (See Section 8)

Lot Number: _____ **Address:** _____

Owner: _____

Schematic Submittal shall be presented using 3D modeling, along with exterior elevations drawings, proposed exterior materials being considered and a site plan with the following:

- Drive access
- Proposed change to the Building Envelope
- Location of Protected Trees
- Proposed footprint of Improvements
- Any drainage issues
- Lot Size _____ Sq. Ft.
- Original Building Envelope _____ Sq. Ft.

COMMENTS: _____

FORM C PHASE IIB Completed Plan Application/Review Fee



DATE _____

**PHASE IIB
Completed Plan Application/Review Fee**

FORM C (See Section 8.2)

Lot Number: _____ **Address:** _____
Owner: _____
Design Professional: _____

Submittal shall be presented using 3D modeling along with two (2) sets of drawings (suitable for Town of Payson Building Department) and an Adobe Acrobat file 1/8th scale no later than 7 calendar days prior to ARC meeting.

Residence Information:

Enclosed Livable Area:	_____	Sq. Ft.
Covered deck/porch area:	_____	Sq. Ft.
Garages	_____	Sq. Ft.
Total area under roof	_____	Sq. Ft.

ARC REVIEW COMMENTS:

Review Fee Submitted: \$ _____ (NON-REFUNDABLE)

Submittal Date: _____

ARC Meeting Dates: _____

Community Notice Dates: _____

Final Approval Date: _____

FORM D PHASE IIB Submittal for Alteration, Addition, Landscaping or Color



DATE _____

**PHASE IIB
Submittal for Alteration, Addition,
Landscaping or Color Change**

FORM D (See Section 8)

Lot Number: _____ **Address:** _____

Owner: _____

Describe proposed Work or changes:

- Provide two (2) sets of any documents, photos, drawings, or color samples which further describe the alteration, addition, landscaping or color change
- Major Alteration Non Refundable Review Fee
(Significant enough to warrant issuance of a building permit) \$1,000
- Minor alteration or color change (no permit required) \$100

ARC REVIEW COMMENTS:

Review Fee Submitted: \$ _____ (non-refundable)

Submittal Date: _____

ARC Meeting Dates: _____

Community Notice Dates: _____

Final Approval Date: _____

FORM E PHASE III Pre-Construction Meeting



DATE _____

**PHASE III
PRE-CONSTRUCTION MEETING**

FORM E (See Section 8.3)

A Pre-Construction meeting shall be held prior to commencing any Work on the Lot. Contact the Association at RIMGOLFHOA@RIMGOLFHOA.COM OR CALL (928) 474-4809 to schedule the meeting.

Lot Number: _____ **Address** _____

Builder: _____ **ROC#** _____

Builder 24 hour Contact Number _____

Provide the following:

- Copy of Building Permit (Town of Payson)
- Copy of Approved Drawings (Town of Payson) 11”x17”, exclude structural drawings
- Payment of the \$3,000 Road Damage and Escort Fee
- Signed copies of the following
 - Construction Monitoring Consent (Form F)
 - Construction Regulations (Form G) (initial all pages, sign last page)
 - Construction Deposit Agreement (Form L) with Check (personal/cashiers)
 - Employee/subcontractor List – All trades (Form J) (initial)
 - Security Escort Agreement (Form K) (sign)

Conforming discussion items:

- Trash removal method _____
- Portable toilet company _____
- Safety fencing and gate (cattle style) installed prior to clearing construction site
- No Trespassing sign installed on fence every 100 feet
- Contact sign installed on fence next to gate post
- Environmental protection (spill containment)
- Fire extinguishers (minimum of 3) (adjacent to generators, oil filled equipment, motorized equipment)
- Form H – Certificate of Accuracy (1st Association Inspection)
- Form I - Exterior Materials and Conformance (2nd Association Inspection)
- Erosion control
- Site/road clean-up at end of each day

Builder/Owner Signature _____

FORM E

FORM F PHASE III Construction Monitoring Consent



DATE _____

**PHASE III
Construction Consent Monitoring**

FORM F (See Section 8.3)

Lot Number: _____ **Owner:** _____

The Owner, hereby grants and authorizes The Rim Golf Club Community Association, its directors, employees, architectural committee members, consultants, and agents (the “Monitoring Parties”) access on, over, under, through and across the Lot for periodic monitoring and inspection of all construction. Owner shall assume no liability for damage or physical injury to the Monitoring Parties incurred or arising out of any monitoring or inspection activities. Notify the Association to schedule ARC Site Visits:

- Phase I Design Review Initial On-Site Meeting (Form A) (Section 8.1)*
- 1st Inspection (Form H) (Certificate of Accuracy)
- 2nd Inspection and On-Site Meeting (Form I) (Exterior Materials and Conformance)*
- Phase IV Landscape On-Site Meeting (Form M)(Section 8.4)*
- Phase V Final Inspection (Form N)

*On-Site meetings – 7-calendar day notice to Association

Builder/Owner Signature _____

FORM G PHASE III Construction Regulations



DATE

**PHASE III
CONSTRUCTION REGULATIONS**

FORM G (See Section 9)

Lot Number: _____ **Owner:** _____

Owner and Builder shall conform with SECTION 9, CONSTRUCTION REGULATIONS which include the following:

FIRE EXTINGUISHERS

TRASH REMOVAL

SANITARY FACILITIES

BLASTING AND EXCAVATION

BUILDING LIMIT FENCING

RESTORATION OR REPAIR

GENERAL PRACTICES

CONSTRUCTION ACCESS

DUST AND MUD

CONSTRUCTION SIGNAGE

DAILY OPERATING HOURS

TRAFFIC CONTROL - The following procedures and practices for all types of motorized and non-motorized vehicles using The Rim Golf Club Community roadways are hereby established.

1. Passing on either side of a moving motorized vehicle is prohibited
2. Reckless or unsafe driving is prohibited
3. Unless otherwise posted, the speed limit on all The Rim Golf Club Community roadways is 25 MPH
4. The speed limit on shared drives and in areas with limited visibility is 15 MPH
5. Daytime parking is restricted to one side of the street only, as directed by Security personnel
6. Overnight parking on any Rim Golf Club roadway or shared driveway is prohibited
7. Parking that blocks any cart path, multiple-use path, driveway, or other vehicle is prohibited
8. Parking within thirty (30) feet of a fire hydrant is prohibited
9. All types of motorized vehicles are prohibited from using multiple-use paths and hiking trails
10. Wheeled vehicles are prohibited on unpaved hiking trails
11. Vehicles requiring a state permit are prohibited from using The Rim Golf Club Community roadways

Builder/Owner Initial and Date

**Page 1 of 2
FORM G**

FORM G CONSTRUCTION REGULATIONS (continued)

12. Unlicensed and/or uninsured motorists are prohibited from using The Rim Golf Club Community roadways

13. All persons using The Rim Golf Club Community roadways must obey traffic control signs and/or Security officer’s direction

14. Trucks shall not exceed the following maximum axle weight and total weight limits:

<u>Vehicle (Tons)</u>	<u>Max. Axle Load (Tons)</u>	<u>Max. Gross Vehicle Weight</u>
Rigid Chassis – Two axles	-	14
Three axles	8	20
More than three axles	8	26
Two-axle tractor w/single axle trailer	10	22
Two-axle tractor w/ 2 or 3-axle trailer	8	26
Three-axle tractor w/single-axle trailer	10	26
Three-axle tractor w/ 2-axle trailer	8	26
Three-axle tractor w/ 3-axle trailer	not allowed	not allowed

15. Concrete Trucks shall not contain more than six (6) yards regular concrete or seven and a half (7.5) yards colored concrete. Yardage tickets are required.

16. Truck weight tickets may be required at Security personnel discretion

17. To encourage members to observe speed limits and parking regulations, Rim Golf Club Security personnel are authorized to issue traffic violation citations and assess the following fines:

	<u>Parking</u>	<u>Speeding/Passing/Failure to Stop/Other</u>
First offense	Written Warning	Written Warning
Second offense	\$ 15.00	\$ 25.00
Third offense	\$ 25.00	\$ 50.00
Each subsequent offense	\$ 50.00	\$100.00*

* The offending party is subject to action to be taken by the Board of Directors.

18. All traffic violation fines will be billed to the offending property Owner’s Association account or deducted from the Construction Deposit.

19. A Member may appeal a violation by writing to the Board of Directors stating why the violation and fine should be waived. Such letter must be received within thirty (30) days of the violation in order to be considered by the Board.

20. Violators who are not Association members (guests, contractors, etc.) will receive a written warning for the first offense. Continued violations by non-members may result in suspension of driving privileges on The Rim Golf Club Community roadways for a period of time, as determined by the Board of Directors.

Builder/Owner Signature _____	Page 2 of 2
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FORM H PHASE III Certificate of Accuracy



DATE _____

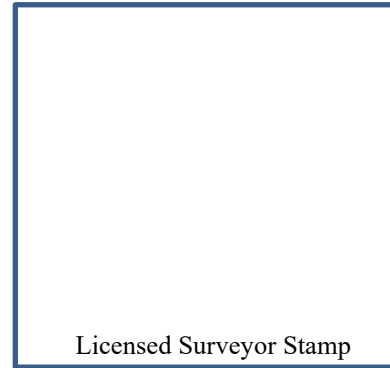
**PHASE III
Certificate of Accuracy**

FORM H (See Section 8.3)

Lot Number: _____ **Owner:** _____
 Licensed Surveyor _____
 Surveyor Phone Number _____

	As shown on G&D plan*	Surveyor findings
Garage Floor Elevation		
North setback dimension		
South setback dimension		
East setback dimension		
West setback dimension		

Surveyor comments _____



*To be filled in by the inspector at the Pre-Construction meeting.

INSPECTOR USE ONLY

ARC Inspection findings (construction fence, gate, signage, No Trespassing signs, cleanliness, fire extinguishers, portable toilet, trash)

Inspector name, initials and date _____

FORM I PHASE III Exterior Materials and Conformance



DATE _____

**PHASE III
Exterior Materials and Conformance**

**FORM I
(See Section 5.0 and 8.3)**

Lot Number: _____ **Address** _____

Builder shall contact the Association when the site is ready for the 2nd inspection (minimum 7-calendar day notice.) Builder shall provide the following:

- **Stone presentation or installation (16 Sq. Ft.)**
 - Material description, manufacturer number _____
- **Wood siding presentation or installation (16 Sq. Ft.) with paint or stain applied**
 - Material description, manufacturer number _____
 - Paint/stain brand and color number _____
- **Stucco presentation or installation (16 Sq. Ft.) with paint and texture**
- **Roofing material presentation (not installed) (loose sample pieces)**
 - Material description, manufacturer number _____
- **Exterior light fixture cutsheets**
- **Hardscape and Paver Material**

Conformance of rough framing to Approved Exterior Elevations*

- Roof Pitch/Overhangs _____
- Window/door openings/insets _____
- Column size _____
- Retaining wall locations _____
- Building height/chimney _____
- Other observations _____

Attendees: _____

(*Inspector to validate)

Inspector initials and date _____

FORM K PHASE III Security Escort Agreement



DATE _____

**PHASE III
Security Escort Agreement**

FORM K

Lot Number: _____ **Address** _____

Security Escort is required for deliveries where a danger to the public may be present, typically on wide loads, vehicles over 48 feet in length, or vehicles carrying max weight for our road network. The fee for all escorts is included in the fee described in Section 4.0 Roadway Damage and Escort Fee.

Examples of services:

-Truck arrives with 10 pallets of roofing tiles, truck is 50' long – Security will escort the truck to the construction site and remain with the vehicle until it is unloaded and safely escorted back to the entrance.

-Truck arrives with roof trusses that need to be tilted vertical to proceed through the gate and to the construction site. Once truck is safely through the gate, the trusses will be placed back flat for the wide load to move to the construction site. Security will escort the delivery, wait until it is unloaded and escort the delivery truck back to the entrance.

Owner name

Owner signature

FORM K

FORM L PHASE III CONSTRUCTION DEPOSIT AGREEMENT



CONSTRUCTION DEPOSIT AGREEMENT (PAGE 1 OF 3)

THIS AGREEMENT is dated as of _____, and is entered into by and between THE RIM GOLF CLUB COMMUNITY ASSOCIATION, INC., an Arizona not for profit corporation, 904 S. Beeline Highway, Suite B, Payson, Arizona 85541 (the "Association"), and

_____, whose address is _____ ("Owner").

RECITALS

- a. Owner is the party listed on the Deed to Lot No. _____ in The Rim Golf Club Community.
- b. In order to ensure that all requirements of the Association in connection with construction at The Rim Golf Club Community are complied with, including the provisions of the Residential Design Guidelines, Construction Guidelines, Rules and Regulations, or other Association documents (the "Governing Documents"), the Association requires that the Owner deposit with the Association a sum (the "Construction Deposit"), to be held by the Association in accordance with the terms and conditions of this Agreement, in connection with the Project.

AGREEMENT

THEREFORE, in consideration of the mutual agreements of the parties contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

- a. Construction Deposit. Simultaneously with the execution of this Agreement, Owner shall pay to the Association the sum of fifteen thousand and no/100 dollars (\$15,000) as the Construction Deposit for the project at Lot _____.
- b. Refundable Deposit Account. The Association shall place the Construction Deposit in a Refundable Deposit Account. The cost of the trust account shall be shared equally between the Association and the Owner. The Owner's share of the cost of the trust account may be deducted from the Construction Deposit. Any interest earned on the Construction Deposit shall become a part of the Construction Deposit.
- c. Events of Default. It shall be an "Event of Default" under this Agreement if, at any time prior to the completion of Work on the Project, including completion of landscaping, the Owner or Owner's Builder or any of its employees, subcontractors, agents or invitees violate any of the Governing Documents.

OWNERS INITIALS _____

FORM L

CONSTRUCTION DEPOSIT AGREEMENT (PAGE 2 OF 3)

d. Association Remedies. If an Event of Default occurs, the Association shall have the right to take any action against the Owner that is available against an Owner under the Governing Documents or Arizona law, including without limitation the right to impose monetary penalties, seek injunctive relief or seek to recover damages from Owner suffered by the Association as a result of such Event of Default. The Association shall also have the right to take direct action to cure such Event of Default after reasonable notice to the Owner of such Event of Default and Owner's failure to take action to cure the Event of Default. In emergency circumstances, the Association may take direct action without notice to Owner. The Owner shall be liable for all monetary penalties, damages, costs, expenses, and reasonable legal fees and expenses incurred by the Association in connection with any Event of Default, and the Association shall have the right to apply all or any portion of the Construction Deposit in payment of such monetary penalties, damages, costs, expenses, or reasonable legal fees and expenses.

e. Replenishment. If at any time the Association applies all or any portion of the Construction Deposit, the Owner shall have five (5) working days to replenish the Construction Deposit in any amount sufficient to return the Construction Deposit to the original amount. If the Construction Deposit is not replenished within five (5) working days, the building site will be shut down until the Construction Deposit is replenished.

f. Release of Deposit. If the Association's final written report to the Owner or Owner's agent regarding the Project does not specify any deficiencies, violations or unapproved variations from the approved plans that have come to the attention of the Association, the Construction Deposit shall be returned to the Owner within ten (10) working days. If the final written report identifies any deficiencies, violations or unapproved variations from the approved plans, the Association shall hold the Construction Deposit for 180 days or until a receipt of a subsequent report of construction compliance, whichever is less. If a report of construction compliance is received before the 180th day, the Association shall promptly release the Construction Deposit to the Owner within 10 working days. If the compliance report is not received within 180 days, the Association shall release the Construction Deposit promptly from the trust account to the Association. The Association in its discretion may release all or any part of the deposit to the Owner or Builder before receiving a compliance report. Release of the deposit to the Owner does not constitute a representation or warranty from the Association that the construction complies with the approved plans.

g. Abandonment. If the construction project is abandoned, the Association may determine the appropriate use of the Construction Deposit. By way of example, the Construction Deposit may be applied to any amounts owed to the Association by the Owner or may be transferred to the Association's reserves.

h. Notices. All notices, consents, approvals and waivers made or given by the Association or Owner in connection with this Agreement must be in writing to be effective. All notices required to be given hereunder or by operation of law in connection with the performance or enforcement hereof shall be deemed given upon delivery if delivered personally (which includes notices delivered by messenger, telecopy [including telephone facsimile] or overnight courier) or, if delivered by mail, shall be deemed given three (3) calendar days after being deposited by certified mail in any duly-authorized United States mail depository, postage prepaid. All such notices shall be addressed as stated on the first page of this Agreement or to such other address or addresses as the parties may from time to time specify in writing and delivered as provided in this paragraph.

OWNERS INITIALS _____

CONSTRUCTION DEPOSIT AGREEMENT (PAGE 3 OF 3)

i. Binding Effect. This Agreement shall bind and inure to the benefit of the parties hereto and their respective personal representatives, heirs, executors, administrators, legal representatives, successors and assigns.

j. Severability. In the event any section or provision of this Agreement should be adjudged invalid or unconstitutional, such adjudication shall in no manner affect the other provisions of this Agreement, which shall remain in full force and effect as if the section or provision so declared or adjudged invalid was not originally a part hereof.

k. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which taken together shall constitute but one and the same instrument.

l. Construction. Whenever the context of this Agreement requires, the singular shall include the plural and the masculine shall include the feminine. This Agreement shall be construed according to its fair meaning and neither for nor against any party hereto, irrespective of who caused same to be drafted. Unless otherwise indicated, all references to sections and subsections are to this Agreement.

m. Captions. The headings and other captions in this Agreement are for convenience of reference only and shall not be used in interpreting, construing or enforcing any of the provisions of this Agreement.

n. Time. Time is of the essence of each and every provision of this Agreement.

o. Time Periods. All time periods contained herein shall refer to calendar days, except when specific reference is made to business days. Should any time period contained herein expire on a Saturday, Sunday or legal holiday, then such period shall be extended to the first subsequent day that is not a Saturday, Sunday or legal holiday.

p. Necessary Acts. Each party to this Agreement shall perform all acts and execute and deliver any documents which may be reasonably necessary to carry out the provisions of this Agreement.

q. Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the State of Arizona.

SIGNED as of the date first set forth above.

ASSOCIATION:

THE RIM GOLF CLUB COMMUNITY
ASSOCIATION, Inc., an Arizona not for profit corporation

By: _____

Title: _____

OWNER SIGNATURE:

Printed Name: _____

FORM M PHASE IV LANDSCAPE SUBMITTAL



DATE _____

**PHASE IV
Landscape Submittal**

FORM M (See Section 8.4)

Lot Number: _____

Landscape designer _____

Landscape designer contact info _____

A landscaping plan, prepared in a professional manner, shall be submitted and approved by ARC prior to any landscaping work. Landscaping shall be completed prior to any Construction Deposit release.

Owner will schedule on site meeting for Landscape Plan review with the ARC (7-calendar days prior.) This site visit is essential to understand all the elements on the landscaping plan and potentially address any unresolved drainage or erosion control issues.

The Landscape Plan (minimum 1" = 10' scale) shall include the following:

- Location of any Protected Trees (any tree native to the site with a minimum 6" diameter at 4½ feet above the base of the trunk.)
- Location of plant materials (from the approved list)
- Plant schedule that identifies the type, size (gallons, height or caliper) and quantities
- Location of headwalls, retaining walls, erosion control, stone rip rap
- Landscape boulders, screening of utilities with natural landscape materials
- Revegetation plan of areas disturbed by construction activity
- Lighting plan including location and schedule of lights, quantities and types
- Lighting cut sheets (Dark Sky compliant)

Designer/Owner Signature _____

ATTENDEES and COMMENTS

FORM M

FORM N PHASE V Final Inspection Checklist



DATE _____

**PHASE V
Final Inspection Checklist**

FORM N

Lot Number: _____ **Address** _____

- _____ Copy of Town of Payson Certificate of Occupancy
- _____ Landscape lighting cutsheets (Dark Sky compliant)
- _____ Materials/Colors per form I and approved Elevation Drawings
- _____ Roof penetrations painted to blend with roofing material
- _____ Chimney shroud painted to blend with adjacent material
- _____ Siding penetrations, vents, painted to match
- _____ Utility enclosures screened, concealed and/or painted to match adjacent material
- _____ A/C compressors screened
- _____ Retaining walls
- _____ Slope stabilization and erosion control
- _____ Driveway drainage culvert (18" minimum) concealed and clear of debris
- _____ Head walls
- _____ Address bollard installed
- _____ Utility vault lids, flush with finish grade
- _____ Curbing/asphalt cleaned repaired/sealed (Lot frontage across entire road)
- _____ Lot is free of construction debris, clean out areas, fencing and trash removed
- _____ Revegetation completed (utility runs, other disturbed areas)
- _____ Landscaping

Attendees

Inspector Name and Initials _____ Association Manager Initials _____

FORM N