



RESIDENTIAL DESIGN CRITERIA & GUIDELINES

Update-July 2025

Welcome to the Rim Golf Club Community,

On behalf of the Architectural Review Committee (ARC) I would like to extend a warm welcome to our beautiful community. The Rim is a special community, nestled in the pines and bordering on the Tonto National Forest. The natural beauty of our community setting provides the inspiration for the Residential Design Criteria and Guidelines (Guidelines).

The ARC has adopted these Guidelines in an effort to maintain the high quality of the homes in our community. We periodically update our Guidelines in response to changing building styles and materials and we strive to work with Owners to achieve their vision. 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.

Written approval of the ARC, as described in these Guidelines, is required for exterior improvements or modifications including staking, clearing, excavation, grading or other site work, exterior alteration of existing Improvements (including painting), solar panel installations and planting or removal of landscaping materials (excluding Firewising).

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.

Regards,

Anita Moseley
ARC Chair



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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” (BE) means that portion of a Lot which may be developed with architectural Improvements. More specifically, Improvements 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 Improvements have 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 Improvements, 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 wildfires.

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.

NATIVE TREES

“Native 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.

NATURAL AREA OPEN SPACE

“Natural Area Open Space” means that portion of the natural vegetation lying within a Lot between the Building Envelope and the property line, 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.

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.

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.

SOLAR ENERGY DEVICE (SED)

An SED is a system or series of mechanisms designed primarily to provide efficient electrical power to a home by means of capturing the sun’s rays. Systems may also have the capability to store such energy for future utilization.

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 change or exception 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 in 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 effectiveness and conformance with the Guidelines.
- 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 of these Guidelines 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 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.

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		\$1,500
Any changes or modifications significant enough to warrant the issuance of a Town of Payson building permit. Application for Review shall be submitted on Form D .		
Minor alteration requiring a building permit Such as a deck extension		Fee on a Case-by-case basis
Other Minor alterations or additions		\$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 .		
Any alteration of/or addition of Solar equipment		\$100
Any change will require a review by the Architectural Review Committee (ARC). Application for review, submitted on Form D .		
Roadway damage and escort fee		
A fee is required to cover all Security escorts and miscellaneous repairs to the private amenities (including roadway network). The fee must be paid prior to or at the Pre-Construction meeting.		
	-New Residence Construction	\$4,000
	-Major Alteration or Additions that require vehicles greater than 26,000 GVW	\$4,000

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.*

*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 heavy timber 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 or similar material.
- Roof forms are limited to gable, shed, parapet 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**)

A minimum 16 sq. ft. area for each of the materials (e.g., stone, stucco, wood or other siding, including proposed colors) must be prepared for ARC inspection. (**Form I – Exterior Materials and Conformance**)

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
- The ARC has a strong preference for native stone but will consider cultured (manufactured) stone on a case-by-case basis, provided the cultured stone has a natural appearance
- Stoned veneered walls, designed as an architectural extension to the Residence, 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

Stucco/Cement Wash:

- Maximum of 30% of the exterior wall surface may be stucco, exclusive of glass surface, entrance door and garage door areas, and cement wash areas. Stucco application must have a soft texture.
- Cement wash may be used on CMU or poured concrete, or wood sheathed, walls which remain shaded or are located beneath decks (painted to match primary field color)
- Cement wash shall be applied to CMU walls down to finished grade and 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)
- Reclaimed wood, barn wood
- James Hardie products or equivalent
- Metal siding, Corrugated metal should be used in a judicious manner as an exterior accent material
- Wood shingle as accent materials

Note: Walls must be finished to within eight inches of the finish grade. Stone veneered walls must be finished down to grade. Stepped foundation walls following sloped grades should be minimized.

The following materials are **not** permitted:

- 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

Preserving the appearance of the natural landscape is a primary goal in The Rim Golf Club Community and maintaining this focus will always play a critical part in the ARC's approval of exterior colors and exterior materials. Colors should blend in and complement the natural landscape. The ARC highly recommends using earth tones with light reflectance values (LRVs) no higher than 65%. (LRV is a measurement of how much light a color reflects, running on a scale of 0% to 100%, zero assumed to be an absolute black and white being an absolutely reflective 100%. Usually, you can locate LRV on the back of paint color samples.) The ARC may approve the use of stone and/or siding with LRVs higher than 65% if the colors are in context with the home design and if the stone, in particular, has some variety in contrasting coloring and is not a light monochrome.

All exterior materials and colors must be presented to the ARC in a sample format (**Form I**) which sufficiently depicts the actual hue, tone and shade of the colors in their final application. The Committee requires the color selection palette (siding, stone, stucco, roofing, trim) to be viewed in a sunny location. Preservatives and paint must be matte finish and non-reflective.

5.8 ARCHITECTURAL COLUMNS OR POSTS

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

5.9 GARAGE DOORS

- Single garage doors for vehicles (cars, golf carts, etc.) not exceeding 10' in width are encouraged
- 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 glass panels, natural wood or be natural wood veneer of a color 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 must be inset a minimum of 4" from the face of the stone to the door or window frame.

When specified, lintels must 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. 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

SOLAR ENERGY DEVICE (SED)

An SED must comply with the following installation guidelines to the extent that they do not impair the function, restrict use, or adversely affect the cost and efficiency of the device:

1. The location of an SED must comply with all applicable Town, County and State laws, regulations and codes including applicable setbacks and height limits.
2. A roof-mounted SED is preferred. To the extent feasible, the SED should be placed on roof planes that do not face roads.
3. A ground-mount SED should be placed on a portion of the Lot, within the Building Envelope (BE) that does not face a road and be screened from view to other Lots, or Common Areas.

Native Trees, as defined by the Design Guidelines, which are located on the Owner's property as well as trees along the roads, parks, open spaces, Common Areas and on adjacent properties are required to remain and shall not be trimmed or pruned in a manner inconsistent with the overall Community standards for similar species of trees. Native Trees may not be removed without ARC prior approval.

Installation Details

1. Roof-mounted SEDs must be placed on the same plane and slope as the roof plane on which they are located. The highest point of a roof-mounted SED must not be higher than the top of the ridge plane on which the device is located unless necessary for the proper functioning and use of the SED.
2. A roof-mounted SED must be located a minimum of 8" from the rake end and not extend or overhang a roof form, unless such layout will achieve an acceptable aesthetic detail, or is necessary for the proper functioning and use of the SED.
3. A roof mounted SED should be supported by "posts" that are no taller than 6", unless necessary for the proper functioning and use of the SED.
4. All exposed brackets, fasteners, pipes, conduits, clips, attachments, boxes and similar accessories must be in the colors of black, bronze or painted to match the surface to which they are attached.
5. It is strongly encouraged that conduits, wiring and piping should be run through the attic space. Minor exposed connections may be accepted, if painted to match the surface they are adjacent.
6. To the greatest extent possible, all accessory components of an SED, such as an inverter and DC disconnect, should be screened from view. For photovoltaic systems, the meter box may be placed adjacent to the electrical service entrance (SES) of the home.

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7. The exposed disconnect switch box, disconnect box, meter box or any other appurtenances must be painted to match the adjacent wall or roof surface. Do not paint over labels or placards per the utility company.

8. Any water storage tank or water storage facility associated with a hot water SED shall not be placed on the roof. It must be concealed within the building structure or placed on the ground and screened according to the provisions of the Design Guidelines.

9. Installation of the SED must be pursuant to the manufacturer's instructions.

Design Review Application Submittal Requirements

Application to the ARC for an SED shall include the following items:

1. Application **Form D** with its provisions.
2. A Site Plan, accurately drawn to scale, showing the location of property lines, setbacks and existing improvements.
3. Cut sheets from the manufacturer or vendor showing dimensions and colors.
4. If the SED is being installed on or about an existing home, photographs of the home showing entire views on which the SED will be installed are required. 8 1/2" by 11" color prints, digital photos or other graphic representations will be considered.

Note: The Owner must obtain all required permits for the Work from the applicable governmental agencies and provide the ARC with such permits. The schedule and timing for reviews by the ARC are described in the Design Guidelines.

Maintenance

1. The owner must keep the SED in good repair and clean condition.
2. If the SED becomes non-functioning for a period longer than twelve consecutive months, the ARC or HOA may require the Owner to remove the SED from the property at the Owner's expense.
3. The Owner is responsible for all costs associated with the installation, operation and maintenance of the SED.

Enforcement

Notwithstanding any provision contained in this section or any other document governing the Association, this section shall not be enforced in a way that (i) prevents installation of a SED; (ii) impairs the functioning of the SED; (iii) restricts the use of a SED; or (iv) adversely and significantly affects the cost or efficiency of a SED. Accordingly, the Association reserves all rights to approve or allow exceptions to these rules on a case-by-case basis, as it deems appropriate.

Severability

1. If any provision of this section is ruled invalid, the remainder of these rules shall remain in full force and effect.
2. If A.R.S. #33-1816, A.R.S. #44-1761 or A.R.S. #33-439 are modified, the modified laws shall be incorporated into this section, as if fully set forth herein.

ALTERNATIVE ENERGY DEVICE (AED)

AED's (e.g., solar and wind devices) that are installed and visible on a lot or exterior surface of a home must be approved by the ARC prior to installation and are subject to ARC guidelines.

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 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 lightning in the community, the ARC strongly recommends lightning 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 notifying the community (if necessary).

5.20 SATELLITE DISHES/ANTENNAS

The use of satellite dish antennas is 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 prefabricated units are **not** permitted.

5.22 OTHER APPROVALS

The following also require ARC approval:

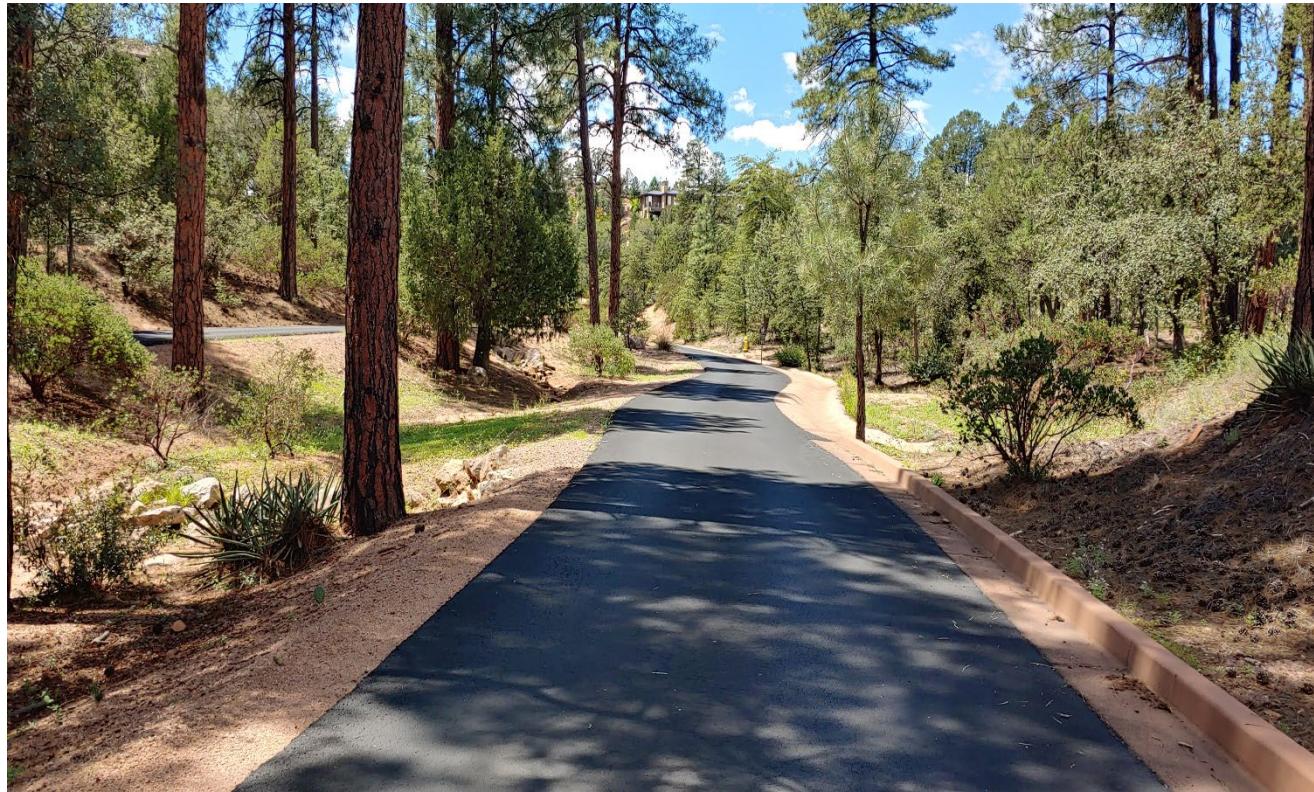
- Awnings - Installation of fixed or retractable awnings or canopies
- Gazebos/Greenhouses - Any gazebo or greenhouse must be an integral part of the Landscape Plan and within the Building Envelope.
- Exterior art/sculptures appropriate and with sensitive integration into the overall Landscape Plan

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

Motion activated sirens are **not** permitted. See Section 6.0 for rules governing motion activated security lighting.



6.0 EXTERIOR LIGHTING

The Town of Payson has adopted a Dark Sky Ordinance (154-03-002). The purpose of this policy is to regulate exterior lighting within the community to minimize light pollution, preserve the natural night sky, enhance the quality of life, and comply with the Town of Payson Dark Sky standards. This policy ensures that all exterior lighting is designed and installed in a way that reduces glare, light trespass, and skylight.

Scope

This policy applies to all exterior lighting installed or maintained on Lots within the community. Installed fixtures will be evaluated from normal standing, seated, and driving perspectives from neighboring lots and/or common areas on a case-by-case. The Architectural Review Committee (“ARC”) will review the fixture size, quality and design for appropriate placement. HOA common areas and Golf Club owned areas are not subject to this policy.

General Requirements

A. All exterior lighting must:

- Be fully shielded to prevent light from escaping upward.
- Direct light downward (except as permitted in this policy) and placed to avoid glare and light spill onto neighboring lots, the golf course, or toward the street. Light fixtures that feature exposed light source will be required to use opaque lens material or other approved method of screening the light source.
- Energy-efficient fixtures, such as LED lights, with a color temperature not exceeding 3000 Kelvin, are recommended. Single family residential lumens may not exceed 10,000 lumens per acre. Solar-powered lights of 300 lumens or less per fixture used in residential landscaping applications and to illuminate walkways are exempt from applicable lamp type and shielding standards and are excluded from the total lumen calculations for the site.
- Be dimmable where appropriate and equipped with motion sensors or timers to minimize unnecessary lighting.

B. Outdoor security lighting should only be used when necessary, and lights should be turned off during non-operational hours or when the area is not in use.

C. Floodlights are permissible but may only be used for safety or security purposes, such as momentarily lighting a dark walkway or parking or storage area or lighting a dark area. All floodlighting must be circuited and controlled separately from any and all other lights. Flood lights may not be used for ambient lighting, must never be used with a timer (other than a motion detector), and must be directed downward to control light spill. Proposed floodlights must be shown on final plans and elevations. Flood lights should not become a nuisance to neighboring properties.

D. Landscape Lighting:

Low voltage lighting may be used in landscape applications to light walkways, driveway and natural features such as specimen plants and rock outcroppings. **Uplighting should not be used to highlight or illuminate walls or other man-made landscape features.**

Up-lights will be limited in number and reserved to highlight specific large, mature vegetation or natural features approved by the ARC and shown on the approved final landscape plan. Up-lights should be directed at the landscape feature and not skyward.

Prohibited Lighting

The following types of lighting are not permitted within the community:

- String lighting, unshielded floodlights or spotlights, except as set forth in this policy.
- High-intensity lighting that creates glare or excessive brightness.
- Lighting with color temperatures exceeding 3000 Kelvin, neon or LED light strips in visible outdoor locations.

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- Uplighting of structures, retaining walls or facades, except for subtle lighting of driveway entrances or address numbers.
- Colored lamps, except as set forth in Section 3B of this policy.

Residential Lighting Standards

A. Homeowners must ensure all exterior lighting:

- Is shielded and directed downward.
- Uses fixtures approved by the ARC.
- The ARC recommends that exterior lighting be turned off by 11 p.m. unless required for safety or security.

B. Decorative lighting for holidays:

- Temporary holiday lighting is permitted between November 15th and January 15th.
- Temporary holiday lighting need not comply with the brightness and shielding requirements.

Compliance and Enforcement

A. Approval Process:

- Initial Installation or Replacement:
- Submit a Lighting Plan to the ARC. The Lighting Plan must include details of all fixtures, including manufacturer, model, finish, color, dimensions, locations, specifications (wattage, color temperature, shielding, and mounting height). Approval must be obtained before installation. Transformer (low voltage) locations must be inconspicuous, screened from view from the street and neighbors, and called out on the landscape plan. Modifications to existing lighting must be submitted to the ARC for approval prior to installation.

B. Inspections:

- The ARC or the Community Manager may conduct periodic inspections of properties to verify compliance.
- Spot inspections may occur in response to complaints or observed violations.

C. Violations and Penalties:

- First Violation: Upon written notification by the ARC of lighting compliance issues, the ARC will schedule a meeting with the Owner to discuss lighting mitigation options. Existing non-compliant lighting must be updated within 90 days of written notice of non-compliance from the ARC. Failure to correct the non-compliance will be considered a second violation.
- Second Violation: A fine of \$50 will be assessed, with an additional 15 days provided to correct the violation.
- Third Violation: A fine of \$150 will be assessed, and the matter will be escalated to the community governing board for further action.
- Ongoing Violations: Persistent non-compliance may result in further penalties, including higher fines, mandatory removal of lighting fixtures, or legal action as deemed necessary.

Exceptions

A. Temporary exceptions may be granted for special events or emergencies with prior approval from the ARC. Any exceptions granted by the ARC must be documented in writing by the ARC.

B. Any lighting fixture automatically controlled by a motion detector, where the luminaire is switched on for brief periods of time, is exempt from the provisions of this policy. Emergency lighting is only allowed for safety and must be temporary.

Policy Review

This policy will be reviewed periodically by the ARC to ensure it remains current with evolving Dark Sky standards, the Town of Payson Dark Sky ordinance, technological advancements, and community needs.

Sample Fixtures

Examples of acceptable and unacceptable fixtures are shown in **Exhibit F.**



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 will be provided an address bollard with the Lot's numeric address. The bollard must be 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.

7.10 CONSTRUCTION WITHIN BUILDING ENVELOPES

1. Estate lots (lots of 1 acre or more with the following nine exceptions: Lot #'s 25, 27, 107, 108, 145, 153, 181, 182 and 254) continue to have a building envelope (BE) established by the recorded final plat. Cottage Lots (lots under 1 acre) have setbacks of 20 feet along each side.
2. If the BE is adjusted, it will contain the same or less area as the original BE. Areas of adjustment between the BE and the NAOS must be:
 - a) Dimensioned
 - b) Depict calculated area
 - c) Labeled "Area to be Abandoned" and "Area to be Acquired"
3. The BE can be adjusted no closer than one-half the original distance toward any common property line and in no case can the adjusted BE line be less than ten (10) feet from the property line, with the exception of lots that are adjacent to non-residential tracts, where the adjusted BE line may coincide with the property line common to non-residential tracts.
4. The lot area outside of the BE is considered NAOS. Any construction that is under roof shall be within the BE and cannot be in the NAOS. Retaining walls and rip/rap slopes will be considered natural and can be located in the NAOS.

5. Any proposed BE adjustment shall maintain 80% of the original platted envelope. A proposed adjustment of nothing less than 80% of the original envelope shall require a tree survey to determine the protection of large stands of trees. (20% or greater change requires survey)
6. 50% of any driveway, parking area, or other driving surfaces shall be within the BE or driveway access areas. The driveway from the street to the BE should not be calculated in the above percentages.

Any BE adjustment must be approved by the ARC through the established variance review process (Section 8.6). The adjustment must also be approved by the Town of Payson.



8.0 DESIGN REVIEW PROCESS

Each Owner is responsible for complying with the Guidelines and all other applicable provisions of the Declaration, as they 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. The ARC strongly recommends Owners not submit a building permit application to the Town of Payson prior to the Phase IIB review final approval from the ARC.

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 and their design Team member(s) providing an opportunity to discuss their design vision. Lot owners must be present on-site or via Zoom to complete Phase I. (Exhibit J)

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. Native Trees proposed to be removed shall be identified with red ribbon.

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
 - Location of Native Trees proposed to be removed
 - 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 Native Trees, indicating those to be removed

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. 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 - NEW CONSTRUCTION

The Owner is required to post and maintain an all-cash, refundable Construction Deposit in the amount of **\$25,000** 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.

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 **\$25,000**. 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 **\$25,000**.

A signed and completed W-9 must be included, with Social Security Number or Tax Identification Number of the record Owner.

CONSTRUCTION DEPOSIT - MAJOR ALTERATION OR ADDITION

Square Footage of Vertical Construction	Amount of Deposit
Less than 500 SF	\$1,000
501 to 1,000 SF	\$2,000
1,001 to 2,000 SF	\$3,000
Greater than 2,000 SF	\$5,000
At Grade or Deck Construction	\$500

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Installation of roof-top solar equipment does not require a construction deposit; in-ground solar equipment is subject to a \$1,000 construction deposit.

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.

For Alterations or Additions, the inspection or construction monitoring will be necessary

8.4 PHASE IV LANDSCAPING SUBMITTAL (**Form M**)

As landscaping plans are designed within The Rim Golf Club Community, care must be taken to preserve the rugged natural beauty that is intrinsic to our community's character. Native vegetation and unique Lot features, along with landscape design, will remain the fabric that weaves together a cohesive, yet distinct community. It is the goal of the ARC to work with Owners to ensure that new home design and landscaping capture that objective.

Placement and the number* of trees, shrubs, plants, and grasses, in addition to the native vegetation, become its own unique feature of each home design. Because each Lot is different in size, topography and location, it is difficult for the ARC to offer cookie-cutter suggestions regarding the number, type and location of all plantings. Therefore, ARC strongly suggests that the Owner work with a landscaping professional to formulate a professionally drawn plan. The ARC will review the plan, potentially suggesting changes to ensure a result that ultimately enhances the overall home design and contributes to the natural beauty of The Rim Golf Club Community.

As the landscape plan is typically included in the last phase of construction when budget over-runs unfortunately have become the norm, the ARC has historically witnessed many instances of Owners not allotting sufficient landscaping funds. Please keep this in mind as you navigate the entire design and build process so that you set aside a reasonable landscape budget.

The ARC thanks you for your attention and welcomes you to a very special community in Rim Country.

*more is better

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 document inspection of 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 a portion or all of 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

Variances to the Guidelines for new construction, major alterations or additions require the ARC to provide a written notice to all Lot Owners allowing them 14 days to comment. Comments must be made in writing (email or post) to the HOA manager. Any concern(s) will be scheduled for an ARC meeting and placed on the agenda within a reasonable amount of time and the Owner(s) will have the right to voice those concern(s). The ARC has the discretion to grant approval of the variance as requested, modify the request, or deny the request. Any Owner(s) not satisfied with the ARC's variance decision may appeal their concerns to The Rim Golf Club Community Board of Directors in writing.

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

The ARC's approval of a Variance is valid for 12 months from the date of approval. If plans are not submitted within the 12-month period (**See Form B, Phase IIA**), the Variance approval will expire, and the request will be considered withdrawn.

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.

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

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.

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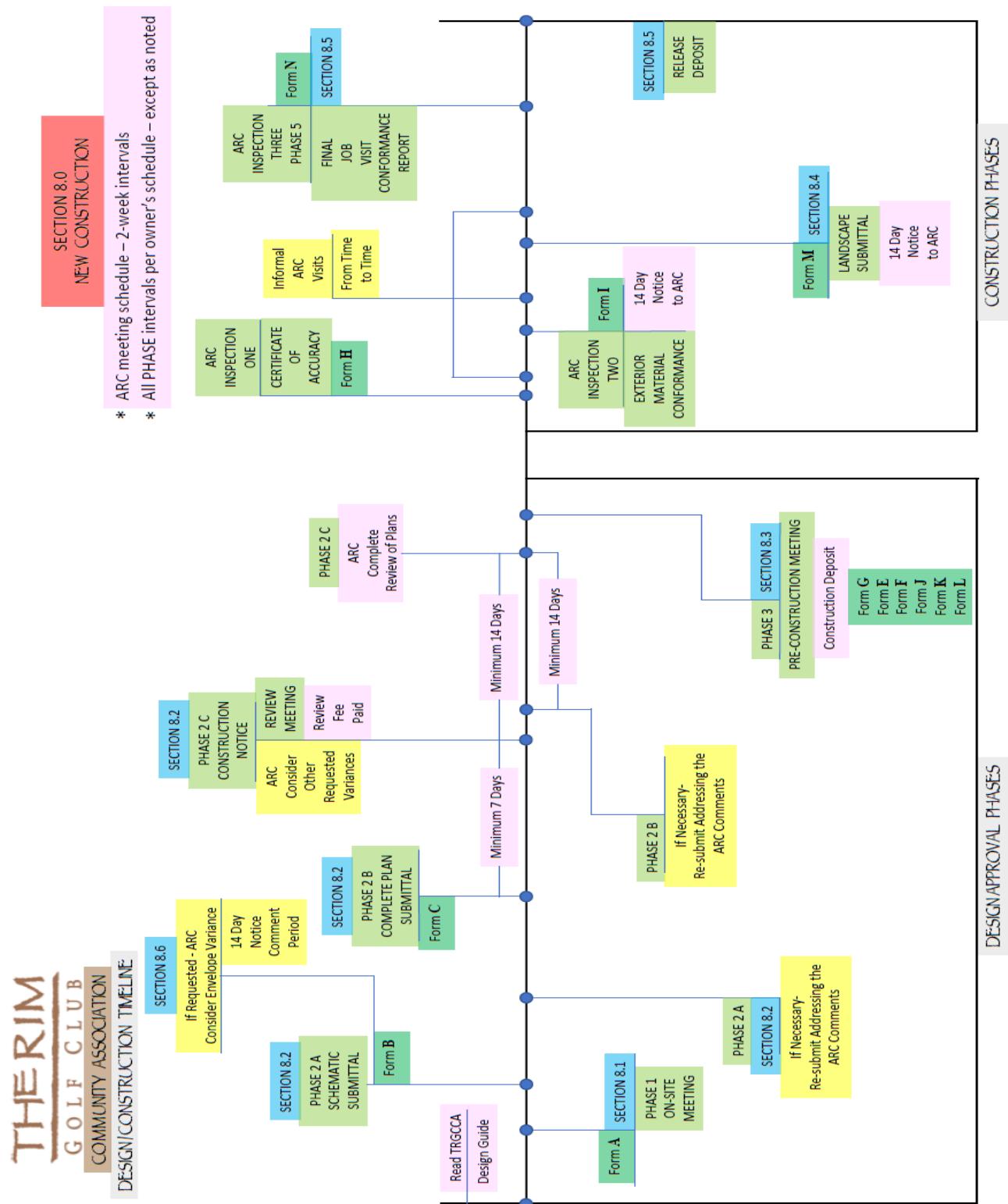


FIGURE 8

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, unless otherwise agreed by the TRGCCA Community Manager.

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 and construction materials can be located on the Lot so as to not interrupt natural drainage swales and unduly disturb native vegetation areas. Any construction material staging must not encroach onto any adjacent properties. Owners are responsible for cleanup costs and associated fines for any violations to this section.

In addition, the Association Manager can approve the temporary staging of construction materials on under-utilized roadways. This action would require a refundable deposit of \$2,000 to be used by the HOA for any road cleanup/repair.

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 PROPERTY DAMAGE. PRESERVATION OF TREES AND OTHER VEGETATION

Damage and scarring of any property outside the Building Envelope (BE), including, but not limited to, any Open Space, Private Amenity, other Lots, driveways, trees, vegetation and/or other improvements shall be remedied by the Owner.

Trees and vegetation on the Lot should be preserved. Because The Rim is a mountain community situated next to the Tonto National Forest, and because Native Trees (trees that are indigenous or natural to the site) play such a vital role in the ambiance of the community, it is incumbent upon Owners to preserve as many Native Trees as possible.

Native Trees requiring removal within the BE for the purpose of construction must be identified and marked with a red ribbon. Please keep in mind that removing Native Trees for the purpose of, but not limited to, creating "view corridors" anywhere on the Lot (whether within or outside the BE) will not be allowed. Lot owners will be compelled to replace improperly removed trees with trees of equal or greater size and proper irrigation to sustain growth and/or be subject to a fine of \$500 per diameter inch for every Native Tree improperly removed as decided by the ARC. Native Trees outside the BE may not be destroyed, injured or removed unless approved by the ARC for the health of the forest (e.g., the tree is diseased or dead).

Damage to Community roads and common areas due to construction will be repaired by the Association and initially charged against the Roadway Damage fee. To the extent this fee is insufficient to remedy the damage, the ARC may seek recovery of additional repair costs 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 outside the fenced area.

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 assess 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 of 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.

The ARC strongly recommends Owners not submit a building permit application to the Town of Payson prior to the Phase IIB review final approval from the ARC.



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 Property Line. Plantings in this zone are to gradually blend with the natural forest.

ZONE 1 SHRUBS



Botanical Name

Abelia grandiflora
Abelia grandiflora Edward Goucher
Abelia grandiflora Sunrise
Artemisia Ludoviciana
Artemisia tridentata
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

Common Name

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

<u>Botanical Name</u>	<u>Common Name</u>
Chaenomeles	Flowering Quince
Cotoneaster dammeri 'Coral Beauty'	Cotoneaster Coral Beauty
Cotoneaster dammeri 'Lowfast'	Cotoneaster Lowfast
Cotoneaster Parneyi	Cotoneaster Parneyi
Euonymus alata 'Compacta'	Euonymus Dwarf Burning Bush
Euonymus fortunei 'Emerald Gaiety'	Euonymus Emerald Gaiety
Euonymus fortunei 'Emerald 'n Gold'	Euonymus Emerald 'n Gold
Euonymus japonica 'Aurea-Variegata'	Euonymus Gold Spot
Euonymus japonica 'Microphylla'	Euonymus Box Leaf
Euonymus japonica	Euonymus
Forestiera new Mexicana	Privet - New Mexican
Forsythia	Forsythia
Ilex cornuta 'Dwarf Bufordii'	Holly - Dwarf Burford
Ilex hybrid meserveae 'Blue Boy'	Holly - Blue Boy
Ilex hybrid meserveae 'Blue Girl'	Holly - Blue Girl
Juniperus chinensis 'Blue Point'	Juniper Blue Point
Juniperus chinensis 'Mint Julep'	Juniper Mint Julep
Juniperus chinensis 'Old Gold'	Juniper Old Gold
Juniperus chinensis 'Sea Green'	Juniper Sea Green
Juniperus chinensis 'Spartan'	Juniper Spartan
Juniperus chinensis 'Torulosa'	Juniper Hollywood
Juniperus horizontalis 'Blue Chip'	Juniper Blue Chip
Juniperus horizontalis 'Prince of Wales'	Juniper Prince of Wales
Juniperus horizontalis 'Wiltonii'	Juniper Blue Rug
Juniperus horizontalis 'Youngstown'	Juniper Youngstown
Juniperus procumbens 'Green Mound'	Juniper Green Mound
Juniperus procumbens 'Nana'	Juniper Procumbens Nana
Juniperus procumbens variegata	Juniper Varigated Prostrate
Juniperus sabina 'Broadmoor'	Juniper Broadmoor
Juniperus sabina 'Buffalo'	Juniper Buffalo
Juniperus sabina 'Tamariscofolia'	Juniper Tam
Lagerstroemia indica	Crepe Myrtle
Ligustrum japonicum 'Texanum'	Privet
Mahonia aquifolium	Oregon Grape Holly
Mahonia repens	Creeping Mahonia
Nandina domestica	Heavenly Bamboo
Nandina domestica 'Gulf Stream'	Heavenly Bamboo Gulf Stream
Nandina domestica 'Monum'	Heavenly Bamboo Plum Passion
Philadelphus virginalis	Mock Orange
Photinia Fraseri	Photinia Fraseri
Phyllostachys aurea	Golden Bamboo
	<u>Common Name</u>

Zone 1 Shrubs Continued

Botanical Name

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



ZONE 1 GRASSES AND VINES



GRASSES

Botanical Name

Buffalo grass
Cortaderia Selloana 'Ivory Feathers'
Hakonechloa macra 'Aureola'
Imperata cylindrica 'Rubra'
Miscanthus sinesis '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

<u>Botanical Name</u>	<u>Common Name</u>
<i>Aegopodium podagraria</i> variegatum	Bishop's Weed Varigated
<i>Delosperma Cooperi</i>	Ice Plant
<i>Hedera helix</i> 'English'	Ivy English
<i>Vinca major</i>	<i>Vinca major</i>
<i>Vinca minor</i>	<i>Vinca minor</i>

ZONE 2

GRASSES

<u>Botanical Name</u>	<u>Common Name</u>
<i>Bouteloua curtipendula</i>	Grama Grass - Sideouts
<i>Bouteloua gracilis</i>	Grama Grass - Blue
<i>Festuca cenerea glauca</i>	Blue Fescue
<i>Festuca cenerea</i> 'Elijah Blue'	Blue Fescue Elijah
Buffalo grass	Buffalo grass
<i>Miscanthus sinesis</i> 'Yaku Jima'	Dwarf Maiden Grass Yaku Jima
<i>Muhlenbergia Rigens</i>	Deer Grass

VINES

<u>Botanical Name</u>	<u>Common Name</u>
<i>Cotoneaster dammeri</i> 'Coral Beauty'	Cotoneaster Coral Beauty
<i>Cotoneaster dammeri</i> 'Lowfast'	Cotoneaster Lowfast
<i>Cotoneaster Parneyi</i>	Cotoneaster Parneyi
<i>Delosperma Cooperi</i>	Ice Plant
<i>Parthenocissus quinquefolia</i>	Virginia Creeper



PERENNIAL FLOWERS AND PLANTS



Botanical Name

Anacyclus Depressus

Coreopsis grandiflora

Dasyliion Wheeleri

Eschscholzia Californica

Hesperaloe parviflora

Hymenoxys acaulis

Oenothera berlandieri

Penstemon strictus

Perennial plants

Perennial plants

Perovskia atriplicifolia

Wildflower Seed

Common Name

Mat Daisy

Coreopsis

Desert Spoon

California Poppy

Yucca Red

Daisy-Angelita

Mexican Evening Primrose

Penstemon

Native, low water usage

Seasonal Varieties

Russian Sage

Native varieties, low water usage

TREES

Botanical Name

Acer Grandidentatum

Acer Griseum Paperbark

Acer palmatum

Celtis reticulata

Chilopsis linearis

Cypress glabra

Eleagnus angusti

Fraxinus Velutina

Juniperus deppeana pachyphlaea

Juniperus

Juniperus

Picea

Pinus edulis pinon

Pinus flexilis

Common Name

Maple-Rocky Mountain Glow

Maple-Paperbark

Bloodgood Japanese Maple

Hackberry-Western

Willow-Desert

Cypress-Arizona

Russian Olive

Ash-Arizona

Alligator Juniper

Utah Juniper

One seed Juniper

Spruce

Pine Pinon

Limber Pine

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Pinus leucodermis	Pine Bosnian
Pinus nigra	Pine Austrian
TREES (Continued)	
Pinus ponderosa	Pine Ponderosa
Pinus thunbergiana	Pine Japanese Blace
Pistacia chinensis	Pistache Chinese
Plantanus wrightii	Sycamore Arizona
Populus	Cottonwood
Populus Tremuloides	Aspen Quaking
Prunus domestica	Plum
Quercus buckleyi	Oak Texana
Quercus Gambelii	Oak White
Quercus Palustris	Oak Pin
Quercus Rubra	Oak Red Northern
Robinia newmixi	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
Chamaebataria 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

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Rhus glabra cis montan
Rhus trilobata
Ribes aureum
SHRUBS (Continued)

Salvia Greggii
Santolina Chamaecyparissus
Santolina Virens
Sheperdia argentea
Sotol
Tamarix 'Summer Glo'
Yucca Baccata
Yucca elata
Yucca glauca
Yucca pendula

Potentilla
Sumac Rocky Mountain
Sumac Three Leaf

Golden Currant
Autumn Sage
Santolina Gray
Santolina Green
Silver Buffaloberry
Dessert Spoon
Salt Cedar Summare Glo
Yucca Broadleaf
Yucca Soaptree
Yucca Narrowleaf
Yucca Pendula

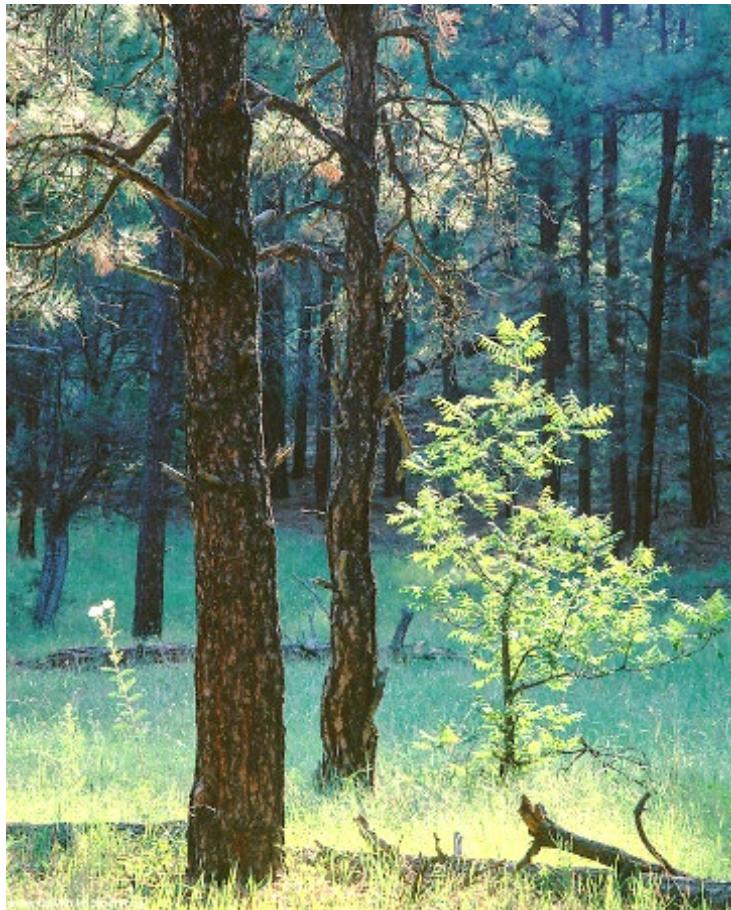


EXHIBIT B - Lot Sizes**Estate Lots****Estate Lots (Acres)**

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						
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

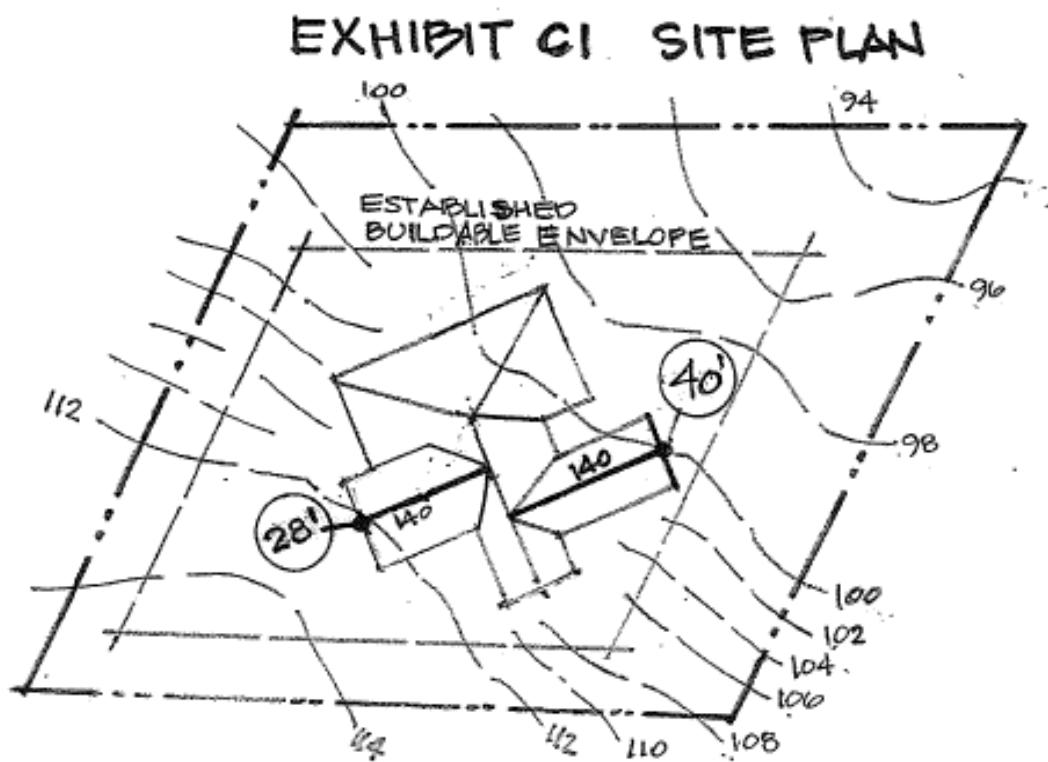
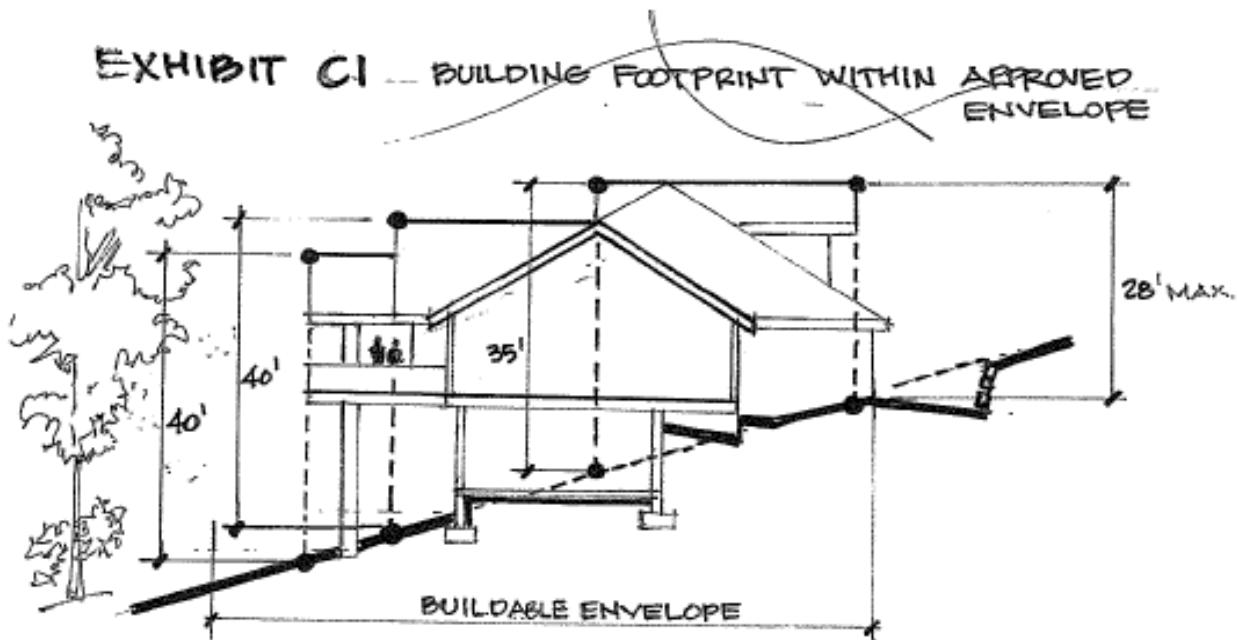


Exhibit C Building Heights (Continued)

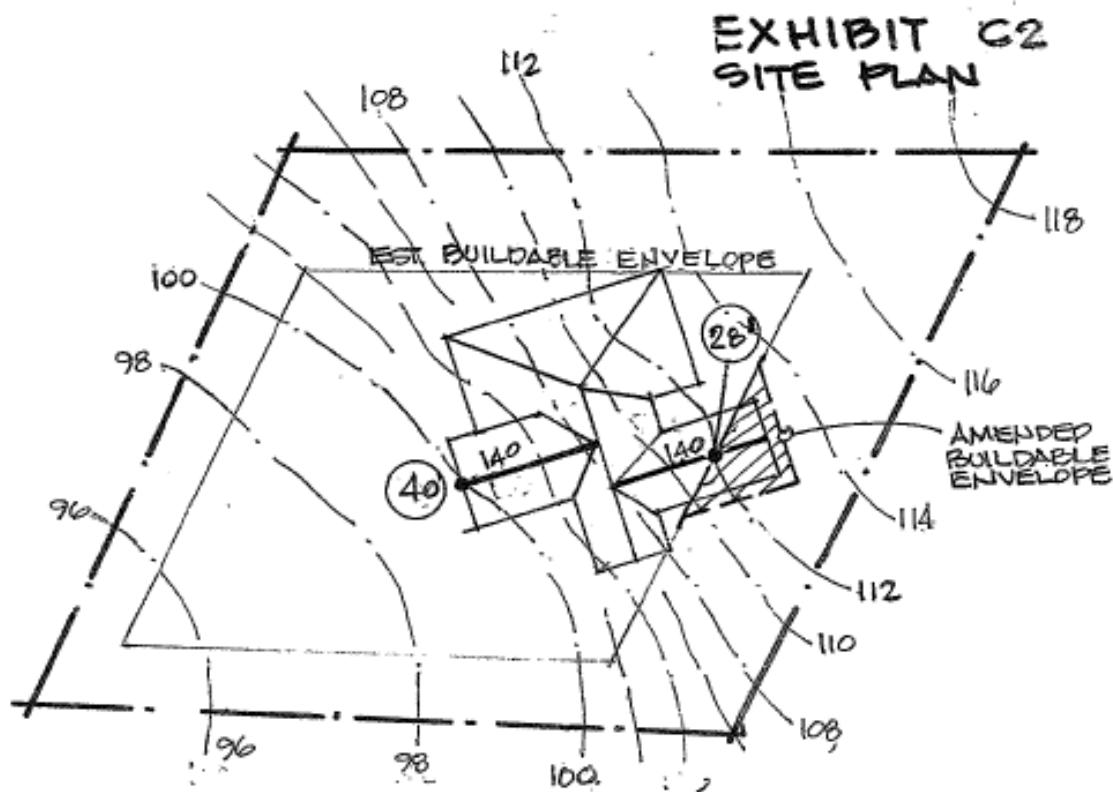
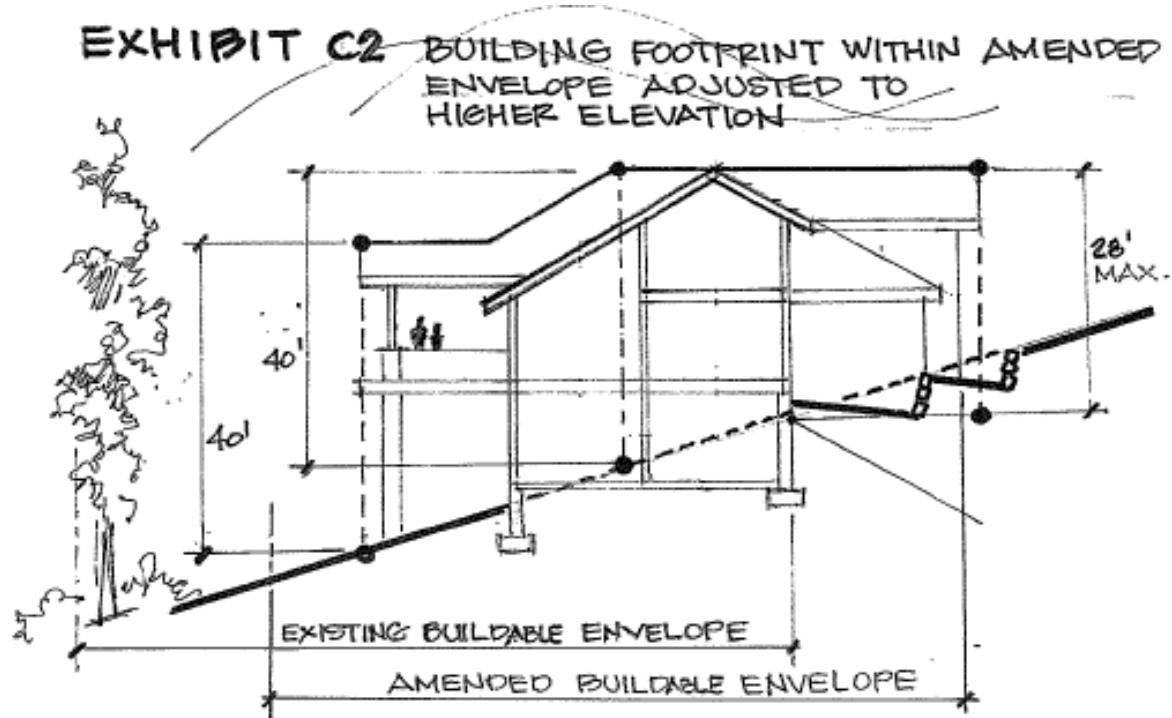


EXHIBIT D - FLAGS/FLAGPOLE POLICY

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, any lighting and method of installation, color of the flagpole and how the flagpole will be maintained.

APPROVED FLAG TYPES -

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

FLAGPOLE PLACEMENT

One permanent flagpole is permitted. As used herein, the term "flagpole" means a pole or a staff of wood, metal, or plastic 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' or the highest point of the roofline of the Owner's home. The flagpole must be located within the Building Envelope.

EXHIBIT E WALL SURFACE CALCULATION TABLE

Orientation	North	East	South	West	TOTAL
Total Wall Surface Area (sq ft)					
Glass, doors, garage doors (sq ft)					
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%	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 visable 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.

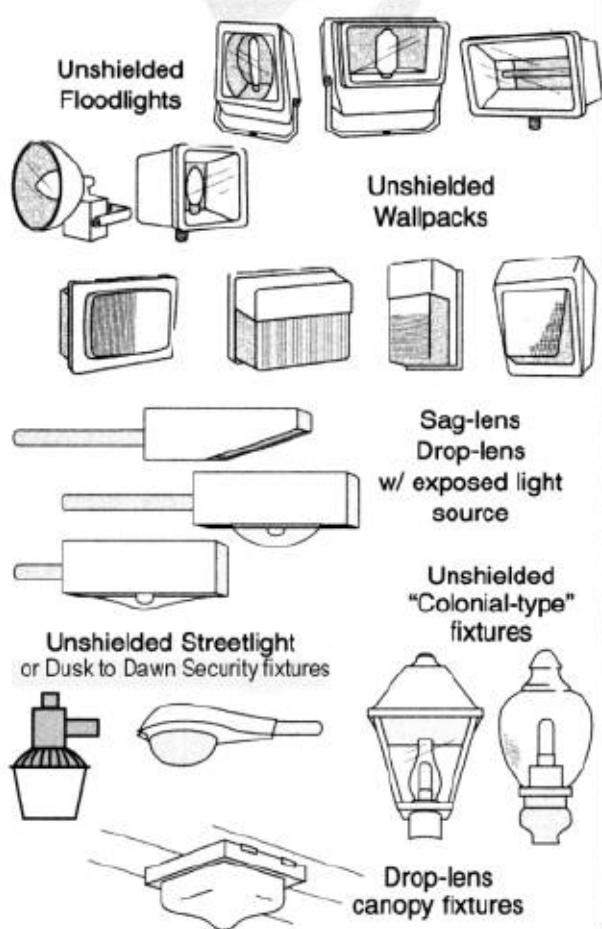


Exhibit F Dark Sky (page 2)

UNSHIELDED FIXTURES

Unacceptable / Discouraged

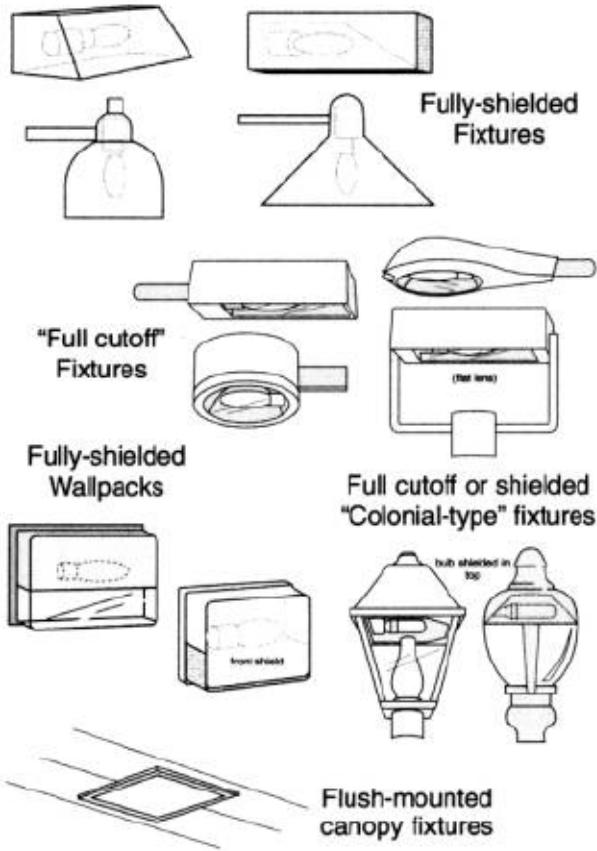
Fixtures that produce glare and light trespass



Full Cutoff and Fully Shielded Fixtures

Acceptable

Fixtures that shield the light source, to reduce glare and light trespass and to facilitate better vision at night.



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 G ARCHITECTURAL CHARACTER

Building Materials and Color

Accepted native exterior materials can be ashlar stone, masonry rumbled brick, smooth stucco to name a few rather than inappropriate materials like precision brick, adobe, thick Spanish Lace stucco, clapboards, shingles.

Cement wash surfaced building bases rather than exposed concrete or concrete block (CMU) foundation walls are required. These exposed washed surfaces should be kept to a minimum and painted to match adjoining materials.

White or extremely light colors are not permitted. Colors should closely reflect the 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, toothpick 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 G 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 those 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)

6. Lot Consolidation/Replat Guidelines. An Owner may request to consolidate contiguous Units for the sole purpose of constructing a dwelling thereon, including, but not limited to, for reasons of a size-limited building envelope (“BE”) created by terrain, or desire to construct a larger home that cannot be accommodated by the existing BE. Regardless of the reason for consolidation, consistent with the Declaration, the Owner of this consolidated Unit will be responsible for assessments as if the Units had not been consolidated and will have the number of votes for purposes of voting on Association matters as if the Units had not been consolidated. There will be no separate Association fee charged solely to consolidate Units.

Consolidations which entail changes to the BE will be subject to prior approval of the Architectural Review Committee (“ARC”) and the Town of Payson. Commencement of construction will be subject to the ARC review and approval process.



EXHIBIT J -Form A Meeting Agenda

- Review the conceptual color site plan (if available on file at the HOA office)
- Discuss view corridors, drive access, finish floor elevation, drainage, native trees, building envelope
- Discuss architectural style envisioned
- Discuss Residential Guidelines and Criteria provisions
 - Owner to acknowledge they have read the document
 - Discuss role of ARC
- Answer any questions, anticipated schedules

Date: _____

Owner: _____

Lot #: _____

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 Native Trees proposed to be removed with red ribbon
- Lot owners must be present on-site or via Zoom for Phase I

COMMENTS: _____

Owner Signature: _____

FORM A

FORM B PHASE IIA Schematic Submittal



DATE

PHASE IIA Schematic Submittal

FORM B (See Section 8.2)

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 Native Trees proposed to be removed with red ribbon
- 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 one (1) set 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 C

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 4)

Lot Number: _____ **Address:** _____

Owner: _____

Describe proposed Work or changes:

- Provide one (1) set of documents, photos, drawings, or color samples which further describe the alteration, addition, landscaping, or color change

Non-Refundable Review Fee

- Major Alteration \$1500
 (Significant enough to warrant issuance of a building permit)
- Minor Alteration requiring a building permit (deck extension) Fee on a
 case-by-case basis
- Minor alteration or color change (no permit required) \$100
- Any alteration of/or addition of Solar equipment \$100

ARC REVIEW COMMENTS:

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

Submittal Date: _____

ARC Meeting Dates: _____

Community Notice Dates: _____

Final Approval Date: _____

FORM D

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#** _____ **Build**
er 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 \$4,000 Road Damage and Escort Fee
- Payment of \$25,000 Construction Deposit with a completed and signed W-9
- 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 _____
- Metal type safety fencing and gate (cattle style) installed prior to clearing construction site
- Contact sign installed on fence next to gate post
- Environmental protection (spill containment)
- Fire extinguishers (minimum of 3-10 lb.) (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 F

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 20 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

FORM G

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 _____

Licensed Surveyor Stamp

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

INSPECTOR USE ONLY

ARC Inspection findings (construction fence, gate, signage, , cleanliness, fire extinguishers, portable toilet, trash)

Inspector name, initials and date _____

FORM H

FORM I PHASE III Exterior Materials and Conformance



DATE _____

**PHASE III
Exterior Materials and Conformance**

FORM I

(See Section 5.5, 5.6, 5.7, 7.1 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 I

FORM J PHASE III Contractor/Sub Employee List



DATE _____

PHASE III

Contractor/Sub Employee List

FORM J (See Section 8.3)

Lot Number: _____ **Address** _____

Builder shall provide a list of all employees, subcontractors and vendors. The Owner is responsible to ensure all contractor employees driving on The Rim Golf Club Community roadways have a valid driver's license, and current vehicle insurance.

Company name

Employee name

Gate Pass

FORM J

FORM K PHASE III Security Escort Agreement



DATE _____

**PHASE III
Security Escort Agreement**

FORM K (See Section 4.0)

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



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 _____, (the "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 and a completed and signed W-9 Owner shall pay to the Association the sum of twenty-five thousand and no/100 dollars (\$25,000) 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 _____

FORM L

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 were 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 L

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 (See Section 8.5)

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