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DECLARATION OF COVENANTS, CONDITIONS  
AND RESTRICTIONS OF  
RIM RANCH

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DECLARATION OF COVENANTS, CONDITIONS AND  
RESTRICTIONS OF  
RIM RANCH

This Declaration is made on October 20, 1998 by NORTH-CO ENTERPRISES, INC., a corporation duly organized and existing under the laws of the State of Arizona ("Declarant"), which executes this Declaration of Covenants, Conditions and Restrictions to run with the real property and for the purposes described.

RECITALS

WHEREAS, Declarant is the owner and developer of certain real property known and designated as Rim Ranch located in Gila County, Arizona ("Property") and more particularly described in Exhibit "A," attached and incorporated by this reference; and

WHEREAS, it is the desire of Declarant to establish and secure the enforcement of covenants, conditions and restrictions upon the uses and development of the Property.

NOW, THEREFORE, Declarant creates the following covenants, conditions and restrictions:

I. GENERAL DECLARATION

A. Purposes. The purposes of the covenants, conditions and restrictions are, among other things, to enhance and protect the value, attractiveness and desirability of the Property, to ensure the usage of the Property for attractive residential uses only, to prevent nuisances, to maintain the desired tone of the Property, to further the continuance and harmonious development of the Property and to secure to each Owner full benefit and enjoyment of his or her Lot in the Property.

B. Property Subject to Restrictions. All of the Property shall be held, conveyed, encumbered, leased, used, occupied, sold and improved subject to this Declaration.

C. Run with the Land. All of the covenants, conditions and restrictions shall constitute covenants running with the land and shall be binding upon Declarant, the Association, all Owners and all of their successors and assigns.

## II. DEFINITIONS

A. "Architectural Committee" shall mean the committee created pursuant to Paragraph IX(C).

B. "Architectural Rules" shall mean the rules and regulations adopted by the Architectural Committee.

C. "Articles" shall mean the Articles of Incorporation of Rim Ranch Homeowners Association, Inc.

D. "Assessments" shall mean all regular assessments, special assessments or charges authorized in the Declaration.

E. "Assessment Lien" shall mean the lien for regular assessments, special assessments or charges provided in Paragraph X.

F. "Association" shall mean the Rim Ranch Homeowners Association, Inc, a nonprofit corporation organized and existing under the laws of the State of Arizona. For all phases subjected to this Declaration there shall be one homeowners association.

G. "Board of Directors" shall mean the board of directors of Rim Ranch Homeowners Association, Inc.

H. "Built" shall mean, not by way of limitation, altered, constructed, erected, finished or painted, installed, maintained, placed or repaired.

I. "Bylaws" shall mean the bylaws of Rim Ranch Homeowners Association, Inc., and amendments.

J. "Common Area" shall mean Tract A and all real property and improvements shown on any recorded Final Plat of the Property owned or to be owned by the Association, and intended to be devoted

to the common use of a roadway.

K. "Declarant" shall mean North-Co Enterprises, Inc., an Arizona corporation, and its successors and assigns.

L. "Declaration" shall mean this Declaration of Covenants, Conditions and Restriction for Rim Ranch applicable to the Property, and amendments.

M. "Final Plat" shall mean any map recorded in the Official Records of Gila County, Arizona covering any or all of the Property, and amendments. A Final Plat of Rim Ranch is annexed, designated Exhibit "B" and made a part hereof.

N. "Improvement" shall mean, but not exclusively, any driveway, excavation, grading, landscaping, outdoor lighting or structure of any kind built on a Lot.

O. "Lot" shall mean any parcel of land, or subdivision thereof, shown upon any Final Plat of the Property recorded in the Official Records of Gila County, Arizona.

P. "Member" shall mean any person or entity who is entitled to membership in the Association by virtue of the Declaration or Bylaws.

Q. "Mortgage" shall include a recorded deed of trust as well as a recorded mortgage, and any reference to rights or remedies under a mortgage shall also mean rights or remedies under a deed of trust, including, but not limited to, a foreclosure and trustee's sale.

R. "Mortgagee" shall include the beneficiary or holder of a deed of trust as well as a mortgagee.

S. "Mortgagor" shall include the trustor of a deed of trust as well as a mortgagor.

T. "Natural Area Open Space" shall mean such portion of the Property outlined in any Final Plat.

U. "Owner" shall mean the record owner, whether one or more persons or entities, of a fee simple title or an equitable title when purchasing under a contract to any Lot which is part of the Property, but specifically excluding those having such interests merely as a security for the performance of an obligation.

V. "Plans" shall mean complete architectural drawings and other plans and specifications showing the nature, kind, shape, color, site, exterior finish, material, location and the like required to be submitted to the Architectural Committee.

W. "Property" shall mean that certain real property depicted in Exhibit "A," and such additional real property as may hereafter be brought within the jurisdiction of the Association.

X. "Property Rules" shall mean the rules and regulations adopted by the Association, and amendments.

Y. "Single Family" shall mean a group of one or more persons each related to the other by blood, marriage or legal adoption, or a group of not more than three persons not all so related, together with their domestic servants, who maintain a common household in a dwelling.

Z. "Structure" shall mean, but is not limited to, any accessory, attachment, awning, balcony, deck, equipment, fence, garage, obstruction, pool, porch, residence, screen, spa or utility of any kind built on a Lot.

AA. "Vehicle" shall mean, not by way of limitation, any all-terrain vehicle, all-terrain trailer, automobile, boat, boat trailer, bus, camper shell, detached camper, motorcycle, motor home, recreational vehicle, trailer, truck, van or other vehicle of any kind.

### III. COMMON AREA

A. Ownership. The Common Area is presently owned or controlled by Declarant.

1. Exclusive ownership and control shall remain with Declarant until such time as Declarant transfers ownership and control of the Common Area to the Association as provided herein.

2. Upon the sale by Declarant of all Lots, or such earlier time at the sole option and discretion of Declarant, ownership and control of the Common Area shall be transferred to the Association.

B. Property Rights. Each Owner of a Lot shall have a non-exclusive right and easement of enjoyment in and to the Common Area

in accordance with the purposes for which it is intended without hindering the exercise of or encroaching upon the rights of any other Owner which shall be appurtenant to and shall pass with the title to such Lot, subject to the hereafter rights of the Association:

1. The right to suspend the right of use of the Common Area and the voting rights of an Owner for periods during which Assessments against his or her Lot remain unpaid, and the right after hearing by the Board of Directors, to suspend such rights for any reasonable period for any infraction of the Property Rules.

2. The right to make and publish from time to time Property Rules that in the judgment of the Board of Directors are necessary or advisable in governing the use and occupancy of the Common Area.

3. The right to dedicate, sell or transfer all or any part of the Common Area to any public agency, authority or utility for such purposes and subject to any conditions as may be agreed to by 75% of each class of Members. No such dedication, sale or transfer shall be effective unless an instrument has been signed by 75% of each class of Members agreeing to said dedication, sale or transfer.

C. Delegation of Use. Subject to such limitations as may be imposed in the Property Rules, each Owner may delegate his or her right of enjoyment in and to the Common Area to individuals of his or her family, and his or her guests, tenants and invitees.

D. Maintenance. The Common Area shall be owned, operated, repaired and maintained by the Association for the use and benefit of the Owners, subject to the Property Rules.

E. No Partition. There shall be no judicial partition of the Common Area and such Common Area shall not be dedicated, sold or transferred, mortgaged, pledged or otherwise conveyed, except to a public agency, authority or utility pursuant to Paragraph III(B)(3).

#### IV. EASEMENTS

A. Reservation. Declarant reserves all easements depicted or referred to in the Final Plat or any other instrument with respect to the Property recorded in the Official Records of Gila County, Arizona, and there is created a blanket easement upon,



across, over, under, in and about said Property for ingress, egress, installation, replacement, repair and maintenance directly or indirectly pertaining to all utilities, including, but especially limited to, water, sewer, gas, electricity, telephone and cable television.

1. By virtue of such easements, it shall be expressly permissible for each utility company or organization providing any of the utilities to affix, install, erect and maintain any necessary or appropriate equipment, fixtures, wires, circuits, conduits and other personal property in or about the aforesaid Property and structures or other improvements thereon.

2. Notwithstanding anything to the contrary contained in this Paragraph IV(A), no sewer lines, electrical lines, water lines, gas lines, television lines or other utilities may be affixed, installed, erected or relocated in or about the Property except as initially directed or approved by Declarant, or thereafter approved by the Board of Directors, as the case may be.

3. These easements shall in no way affect any other recorded easements concerning the Property.

B. Accessibility. No structure or improvement shall be built on any of the foregoing easements, and such easements shall at all times be open and accessible to public and quasi-public utility corporations or organizations, their agents, servants, employees and contractors, and shall also be open and accessible to Declarant, its successors and assigns, all of whom shall have the right and privilege of doing whatever may be necessary in, on, under and above the Property to carry out any of the purposes for which the easements are reserved.

#### V. CONTROLS AND USE RESTRICTIONS

A. Single Family Residential. All Lots shall be used, improved and devoted exclusively to Single Family residential use.

1. No structure of any kind whatsoever other than one private Single Family residence and an attached or detached garage shall be built on any Lot.

2. No Lot shall have a garage built on such Lot for less than 2 or more than 5 vehicles. No carport or similar structure shall be permitted on any Lot.

3. All structures and improvements built on a Lot shall be of new construction and no structure shall be moved from any other location on to a Lot.

4. The livable area of the Single Family residence, exclusive of open porches and garages, shall not be less than 1800 square feet for a one story residence and 2100 square feet for a two story residence provided the first story of a two story residence shall not be less than 1200 square feet.

5. No portion of any structure on a Lot, including windows or other projections, shall be less than:

- a. 40 feet from the front boundary line of any Lot.
- b. 40 feet from the rear boundary line of any Lot.
- c. 20 feet from a side boundary line of any Lot.
- d. 40 feet from a boundary line bordering a street for any corner Lot.

6. Except as set forth below, no structure shall be more than 2 stories in height above the natural grade level or contain more than a 1 story basement entirely below the natural grade level.

a. The structure height shall not exceed 35 feet measured vertically from the natural grade level to the highest point of the roof system for 1/3 of the footprint of the structure within the frameline ("structure footprint"). The structure height cannot exceed 28 feet measured vertically from the natural grade level to the highest point of the roof system for the remaining 2/3 of the structure footprint.

b. For Lots 1, 8, 13, 14, 15, 16, 19 and 20, no structure can be more than 1 story in height above the natural grade level or contain more than a 1 story basement entirely below the natural grade level. The structure height cannot exceed 21 feet measured vertically from the natural grade level to the highest point of the roof system for the entire structure footprint.

c. Structures with basements may be permitted on Lots if plans are first submitted to and approved in writing by the Architectural Committee and provided the structure meets the above



height limitations and other provisions in the Declaration.

d. The height and location of any structure shall be designed and located so as to assist in the preservation of views of others.

e. Notwithstanding the foregoing structure heights, the Architectural Committee may disapprove any proposed structure if, in the sole and absolute discretion of the Architectural Committee, the structure appears excessive in height when viewed from any part of the Property or Separate Parcel, said structure appears out of character with other structures in the Property or the structure would be prominent because of its height or location.

7. All roofing material shall be earthtone in color, non-white and limited to either 30 year dimensional type-asphalt fiberglass, flat profile concrete tiles, wood shakes No. 1 hand split and stand up metal seam roofs, and the plan must be approved by the Architectural Committee.

a. No ridge line of a roof shall exceed 50 feet in length without a change in direction and elevation.

b. The change in direction must be a minimum of 22 and 1/2 degrees and the change in elevation is required to be at least 2 feet.

8. Exterior wall treatment shall be of clay brick, cultured stone, native stone, horizontal composite hardboard with wood embossing, or stucco or combinations thereof, shall be earthtone in color to blend with the native rock, vegetation and otherwise, cannot be pure white and the plan of siding and colors of any paint or stain and the like must be approved by the Architectural Committee.

**Amendment II applies**

a. If a structure has only one side facing the street, then such side shall contain a minimum of 500 square feet of exterior wall treatment composed clay brick, cultured stone or native stone.

b. Should a structure have one or more side facing one or more streets, then each of said sides shall contain a pro rata share of the minimum 500 square feet of exterior wall treatment composed of clay brick, cultured stone or native stone.

c. Every side of a structure facing a street shall

have a minimum of 6 direction transitions, including the 2 for the front-side corners. Other than the 2 front-side corners, each direction transition must be a minimum of 90 degrees and 4 feet in length.

9. Each Lot may have 1 or 2 monuments at or near the entrance to such Lot not to exceed 4 feet in height, 2 feet in width and 2 feet in depth.

a. The exterior wall treatment must be composed of clay brick, cultured stone or native stone and shall match the exterior wall treatment of clay brick, cultured stone or native stone on the structure built on the Lot.

b. Any lighting on a monument cannot exceed 25 wattage.

c. The plan for any monument must be approved in advance by the Architectural Committee.

10. No temporary structures or improvements shall be built on any Lot.

11. No Single Family residence on a Lot shall be occupied at any time prior to it being fully completed, nor shall any Single Family residence when completed be in any manner occupied at any time until the Owner has received a certificate of occupancy from all appropriate governmental agencies, if required, or until the Single Family residence is in compliance with this Declaration.

B. Animals. No animals, livestock or poultry of any kind shall be raised, bred or kept in or about any Lot. However, not more than 2 dogs, cats and/or other household pets, but specifically excluding domestic fowl, may be kept on a Lot provided:

1. Such household pets do not offend or annoy any other Owner, are not left unattended at any time and are controlled by a leash or other form of restraint at all times outside the confines of a Single Family residence;

2. The household pets are not kept, bred or maintained for any commercial purpose;

3. No kennels, pens, enclosures or similar structures

shall be built on any lot, except pursuant to such plan approved by the Architectural Committee;

4. Each Owner of a household pet shall immediately be required to clean up waste products of a household pet and dispose of the same in the designated sanitary containers of such Owner, and in the event of failure to do so, be subject to any reasonable fine or penalty (as a charge) imposed by the Board of Directors; and

5. The Owner of a household pet shall otherwise comply with each and every Property Rule as may be adopted by the Association regarding household pets.

C. Antennas. No antenna, aerial, satellite dish or other device for the transmission or reception of radio, television or other form of electromagnetic radiation shall be built on a Lot with the exception of a satellite dish no larger than 18 inches in diameter, provided the plan is approved by the Architectural Committee.

D. Basketball Backboards. No basketball backboard or other fixed sport apparatus of any kind shall be built on a Lot without the plan first approved by the Architectural Committee.

E. Business. The terms "business" and "trade," as used in this paragraph, shall be construed to have their ordinary and generally accepted meanings and shall include, but not by way of limitation, any occupation, work or activity undertaken which involves providing business 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 such activity is engaged in full or part-time, such activity is intended to or does generate a profit or a license is required for the business or trade. No business or trade of any kind may be conducted in or from a Lot, excepting that an Owner may conduct a business or trade activity within a Single Family residence so long as the existence or operation of the business or trade activity, as may be determined in the sole discretion of the Board of Directors:

1. Is not apparent or detectable by sight, sound or smell from the exterior of the Single Family residence;
2. Conforms to all applicable zoning requirements;
3. Is consistent with the residential character of the



Property; and

4. Does not constitute a nuisance, hazardous or offensive use including, without limitation, excessive or unusual traffic or parking of vehicles in the vicinity of any Lot or street.

F. Clotheslines. No outside clotheslines or other outside facilities for drying or airing clothes shall be built on any Lot.

G. Construction Activities. No building material of any kind or character shall be placed upon any Lot except in connection with a construction plan approved in advance by the Architectural Committee.

1. Normal construction activities shall not be considered a nuisance or otherwise prohibited so long as the Lot is kept in a clean and litter-free condition during construction periods. The Architectural Committee is authorized to designate the areas and manner in which building materials and construction equipment shall be stored and the routes construction vehicles may use.

2. All construction, maintenance and repair work upon any Lot shall be pursued diligently from commencement until completion, and in no event shall the duration of new construction or maintenance exceed 180 days or of repair exceed 90 days unless otherwise approved by the Architectural Committee.

Amendment II applies

3. No temporary structures or improvements of any kind shall be built on any Lot during the construction other than one portable toilet approved in advance by the Architectural Committee as to nature, size and location.

H. Conveyances. No Lot shall be further divided or separated into smaller Lots by any Owner, and no portion less than all of any such Lot, nor any easement or other interests therein, shall be sold, conveyed or encumbered. Notwithstanding the above a Lot may be split in half between Owners of adjacent Lots only as long as no structure or improvements of any kind is built on the divided Lot and provided the same is first approved by the Architectural Committee.

I. Disease and Insects. No Owner shall cause or commit any thing or condition to exist on any Lot which shall induce, breed or harbor infectious plant diseases or noxious insects.

J. Drainage. Each Owner agrees not to interfere with or obstruct the established drainage pattern over his or her Lot from or to adjacent Lots, except that an Owner may modify the established drainage over his or her Lot by installation of pipes, paving or other means, provided such modification does not unreasonably burden or interfere with the use of other Lots or the drainage to or from other Lots.

1. For the purpose of this Paragraph V(J), "established drainage" means the drainage that exists at the time the overall grading of the Lots and the landscaping thereon are completed.

2. Before any grading or excavation is undertaken by any Owner upon any Lot the plan for such grading or excavation shall be approved by the Architectural Committee.

3. All improvements shall be built upon the Lots in a manner consistent with the site and natural terrain, as determined by the Architectural Committee, in its sole discretion.

K. Driveways. All driveways which are placed upon a Lot shall be surfaced with asphalt or concrete colored in earthtone and must be first approved in writing by the Architectural Committee. If the Architectural Committee gives consent for a driveway to be built in all or any part of a Natural Area Open Space, then the said driveway shall not exceed 20 feet in width in the Natural Area Open Space.

L. Fencing. No fence, hedge, wall or other dividing instrumentality shall be built on any Lot without the prior approval of the Architectural Committee.

1. No galvanized chain link or white fences are allowed.

2. Fences and walls are limited to 6 feet in height and shall not be built:

a. Within 40 feet of any street; and/or

b. Closer to any street than the front, rear or side portion of any structure facing the street.

3. Retaining walls must have exterior wall treatment composed of clay brick, cultured stone, native stone or stucco.



4. Notwithstanding the above, the height and location of all fences shall be designed and located so as to assist in the preservation of views of Owners of any adjoining Lots.

Amendment II applies

M. Hazardous Activities. No hazardous activities shall be conducted upon any part of a Lot, nor shall any improvements or conditions which are unsafe or hazardous to any person or property be permitted.

Amendment I applies

1. Open fires or burnings shall not be allowed on any part of a Lot and no incinerators or the like for the incineration of rubbish, trash, garbage, vegetation or otherwise shall be built or allowed on any Lot.

2. The hereinabove shall not be deemed to preclude the outdoor use of barbecues or grills in a reasonable, safe and prudent manner, unless such usage is prevented or restricted by fire protection rules and regulations.

N. Lighting. No direct outdoor lighting is allowed on a Lot nor is any other outdoor lighting permitted on a Lot that may be or may become an annoyance or a nuisance to or that may in any way interfere with the quiet enjoyment of any Owner of his or her respective Lot.

O. Machinery. No machinery or equipment of any kind shall be built or allowed outdoors on a Lot, excepting for such machinery or equipment as is usual and customary in connection with the use, maintenance or construction of a Single Family residence and other improvements. No such machinery or equipment of any type shall be built or allowed upon any Lot which may be visible from a neighboring Lot or street.

P. Maintenance. Each Owner, at such Owner's sole cost and expense, shall maintain his or her own Lot, structures and improvements in a clean, attractive, healthful and well-kept condition, and in good repair and order.

Q. Mineral Exploration. No part of the Property shall be used in any manner to explore for or to remove any water, oil or other hydrocarbons, minerals of any kind, gravel, earth or earth substance of any kind.

R. Natural Area Open Space. No structure of any kind shall be built on any portion of the Natural Area Open Space and the Natural Area Open Space shall not be enclosed by a fence or other

structure. The Natural Area Open Space shall be governed by the provisions in the Declaration, Property Rules and Final Plat.

S. Nuisances. No noxious, illegal or offensive activity shall be permitted to exist or operate on any Lot, nor shall anything be done thereon which may be or may become an annoyance or a nuisance to any other Owner or Lot, or which may in any way interfere with the quiet enjoyment of each Owner of his or her respective Lot.

1. Without limiting the generality of the foregoing, no exterior speakers, horns, whistles, bells or other offensive sound devices, except security devices used exclusively for security purposes, shall be located, used or placed on any Lot.

2. No guns or firearms, including air, BB and pellet guns, may be discharged in or about a Lot at any time.

3. The Board of Directors, in its sole and absolute discretion, shall have the right to determine the existence of any such nuisance.

T. Rental. An Owner shall have the right to rent his or her Lot contingent on the hereunder provisions:

1. No Owner may rent less than the entire Lot.

2. Rentals must be for a period of 6 months or more.

3. All rental agreements shall be in writing and are to provide that the terms of the rental shall be subject in all respects to the provisions of the Declaration, Articles, Bylaws Property Rules and Architectural Rules, and any failure by a tenant to comply with the terms of such documents shall be a default under the rental agreement.

4. No Owner shall rent a Lot without giving the Association prior written notice of his or her intention to enter into such rental agreement.

5. A copy of the rental agreement shall be delivered to the Association.

6. An Owner shall be responsible for the tenant's compliance with the above documents and damages caused by the tenant, together with any assessments, fines, penalties, dues,



costs, attorney's fees and other charges payable.

U. Right of Way. During reasonable hours, Declarant, the Board of Directors and/or the Architectural Committee, or any member or authorized agent or representative of any of the aforementioned, shall have the right to enter upon and inspect any Lot, structures and improvements for the purpose of ascertaining whether or not the provisions of this Declaration, Articles, Bylaws, Property Rules or Architectural Rules have been or are being complied with, and such person shall not be deemed guilty of trespass by reason of such entry.

V. Signs. No signs, billboards or posters of whatever nature (including commercial, for sale, political or otherwise) shall be built on any lot except:

1. Signs as may be required by legal proceedings.
2. A maximum of 1 residential identification sign with a maximum face area of 72 square inches.
3. During the time of construction of any structure or improvement 1 job identification sign of the builder or general contractor not larger than 18 inches in height and 24 inches in width and having a face area not larger than 3 square feet.
4. One for sale sign per Lot in an earth tone color, not larger than 6 inches in height and 18 inches in width and to read "available-telephone number \_\_\_\_\_."
5. The nature, number and location of signs which have been approved in advance by the Architectural Committee.

Amendment IV applies

W. Storage. All equipment, wood piles, storage piles or other unsightly objects shall be screened and concealed from the view of neighboring Lots or streets. Wood piles shall be stacked in a neat and orderly fashion.

X. Trash. No garbage, trash, junk, waste materials or other unsightly growth or objects shall be maintained or allowed on any Lot.

Amendment II applies

1. Each Lot shall have a sufficient number of covered sanitary containers of the nature, type, size and style which are approved by the Architectural Committee.



2. All garbage, trash, junk, waste materials or other unsightly growth or objects shall be removed from a Lot and shall not be allowed to accumulate thereon.

3. In no event shall such sanitary containers be maintained so as to be visible from neighboring Lots or streets except to make the same available for collection for the shortest time reasonably necessary to effect such collection.

Y. Utilities. All gas, electric, power, telephone, water, sewer, cable television and other utility service lines and equipment of every kind or character, whether now or hereafter invented or used, shall be placed and kept underground up to the walls of a Single Family residence on a Lot, except to the extent, if any, said underground placement may be prohibited by law, or by the nature of the service to be rendered, such underground placement prevents the lines from being functional.

1. No tanks of any kind elevated above the surface of the ground or visible in any manner shall be built on or about any lot and all tanks for use in connection with any Single Family residence constructed on a Lot, including tanks for the storage of fuels, must be buried and concealed from the view of neighboring Lots or streets. The foregoing shall not prohibit service pedestals and above ground switch cabinets and transformers, where required.

2. Only low flow plumbing devices shall be built in any structure.

3. The Single Family residence shall have a hot water recirculating line.

4. Spas and swimming pools are allowed, but other outdoor water features such as fountains, ponds and waterfalls are prohibited.

Amendment I and VI applies

5. All utilities shall be built immediately adjacent to and follow the alignment of the driveway on a Lot, unless otherwise first approved in writing by the Architectural Committee.

Z. Vegetation. Each Owner shall exercise as much care as is possible to retain natural vegetation, trees, shrubs and similar growth.

1. Prior to the removal to any such growth (excluding

weeds and other unsightly vegetation), plans shall be submitted to the Architectural Committee for approval, comments and review.

2. Such plans shall include the location of all trees that are 4 inches or more in diameter.

3. The design of all structures and improvements shall attempt to save such trees, except to the extent that they may become dangerous or hazardous or impede proper drainage of the Lot.

AA. Vehicles. No vehicle shall be parked, stored or placed upon a Lot except within the confines of a fully enclosed garage.

1. Only operable, licensed, nondisabled and nonabandoned vehicles may be parked, stored or placed upon a Lot.

2. No vehicle may be repaired, modified or otherwise worked on at any time at or about any Lot, parking area or on any street adjacent to any such Lot, provided, however, the Architectural Committee may permit such minor repairs pursuant to its Architectural Rules or the Property Rules of the Association.

3. No vehicle shall at any time be parked, stored or placed upon a street.

4. No commercial vehicle shall be parked, stored or placed in or about a Lot excepting for automobiles or standard size pickup trucks which are for both business and personal use and provided any signs or markings of a commercial nature on such commercial vehicle shall be unobtrusive and inoffensive as determined by the Architectural Committee.

Amendment V and VI applies

#### VI. EXEMPTION FOR DECLARANT

A. Development. The completion by Declarant of the work of developing all Lots in the Property, and the sale, operation or other disposition of Lots, is essential to the establishment and welfare of the Property as an ongoing residential community.

B. Exclusion. In order that such work may be completed, nothing in this Declaration shall be understood or construed to prevent Declarant or its duly authorized agents from:

1. Doing on any part of the Property owned or controlled by Declarant whatever it determines may be reasonably



necessary or advisable in connection with the completion of such work;

2. Constructing and maintaining on any part of the Property owned or controlled by Declarant such structures and improvements as may be reasonably necessary for the completion of the work, the establishment of the Property as a residential community and/or the disposition of Lots by sale or otherwise;

3. Conducting on any part of the Property owned or controlled by Declarant the business of completing the work, of establishing the subdivision as a residential community and of disposing of Lots by sale or otherwise;

4. Maintaining such signs on any part of the Property owned or controlled by Declarant as may be necessary in connection with the disposition of Lots by sale or otherwise; or

5. Subdividing or separating into smaller Lots or parcels any Property owned or controlled by Declarant.

#### VII. ASSOCIATION

A. Organization. The Association is a nonprofit Arizona corporation charged with the duties and vested with the powers prescribed by law and set forth in the Declaration, Articles and Bylaws. Neither the Articles nor Bylaws shall, for any reason, be amended or otherwise changed or interpreted so as to be inconsistent with this Declaration.

B. Directors and Officers. The affairs of the Association shall be conducted by the Board of Directors and such officers as the Board of Directors may elect or appoint in accordance with the Articles and Bylaws, as amended.

1. Notwithstanding any of the foregoing, Declarant shall have the power and authority, in its sole discretion, to appoint persons to or to remove persons from the Board of Directors until 100% of all the Lots have been fully developed and sold by Declarant.

2. After 100% of said Lots have been developed and sold, the Board of Directors shall be elected at the next meeting of Members in the manner provided in the Articles and Bylaws.

3. Except as contained by Paragraph VII(B) as to the

power and authority of Declarant, each director shall be an Owner or the spouse of an Owner, or, if an Owner is a corporation, partnership, trust or other legal entity, a director may be an officer, director, partner, beneficiary or authorized agent of such Owner.

4. Should a director cease to meet such qualifications of a director during his or her term, he or she shall automatically cease to be a director and his or her place on the Board of Directors shall be deemed vacant.

C. Powers and Duties. The Association shall have such rights, powers and duties as described in the Declaration, Articles and Bylaws, as amended, and the following powers and duties which it may exercise and perform whenever in its discretion it may deem them necessary or desirable:

1. To enforce, either in its own name or in the name of any Owner within the Property, the Declaration, Articles, Bylaws Property Rules or Architectural Rules that now exist or which may be lawfully imposed on or against an Owner or any of the Property.

a. The expenses of any enforcement proceedings, including reasonable attorney's fees, shall be paid out of the Assessments levied by the Association.

b. Nothing contained in this paragraph shall be deemed or construed to prevent any Owner from enforcing in his or her own name any of the aforesaid.

2. To repair, maintain, control and manage the Common Area.

3. To repair, maintain, control and manage any electric gate, monument, entry sign, vegetation and otherwise at or near the entrance to the Property.

4. To erect and maintain signs for the marking of streets and safety signs for the protection of children and other persons.

5. To exercise control over easements as it may acquire from time to time.

6. To acquire by lease or own the title to real estate as may be reasonably necessary to carry out the purposes of the

Association, and pay taxes on the real estate as may be assessed against any Property owned by the Association.

7. To levy and collect the Assessments which are provided for in this Declaration.

D. Property Rules. The Association may from time to time adopt, amend and repeal rules and regulations to be known as the "Property Rules."

1. The Property Rules may include, by way of illustration and not by way of limitation, rules and regulations governing the nature, extent, manner and otherwise of how Lots shall be held, conveyed, encumbered, leased, used, occupied, sold and improved for purposes, among other things, to enhance and protect the value, attractiveness and desirability of the Lots, to ensure the usage of the Property for attractive residential uses only, to prevent nuisances, to maintain the desired tone of the subdivision, to further the continuous and harmonious development of the Property and to secure each Owner full benefit and enjoyment of his or her Lot.

2. Such Property Rules shall not be inconsistent with the Declaration, Articles or Bylaws.

3. A copy of the Property Rules, as they may from time to time be adopted, amended or repealed, shall be mailed or otherwise delivered to each Owner at his or her last known address.

4. A copy of the Property Rules, as they may from time to time be adopted, amended or repealed, shall be recorded in the Official Records of Gila County, Arizona. Upon recordation, the Property Rules shall have the same force and effect as if they were set forth and were a part of this Declaration.

5. The Property Rules shall be binding upon all persons having an interest in, or making use of, any part of the Property, whether or not a copy of the Property Rules is actually received by such persons.

E. Personal Liability. No person serving on the Board of Directors or Architectural Committee, or any officer of the Association, shall be personally liable to any Owner, the Association or any other party for any damage, loss or prejudice suffered or claimed on account of any act, omission, error or negligence of the Association, Board of Directors, Architectural

Committee, or any other representative or employee of the Association, Board of Directors or the Architectural Committee, provided that such person has acted in good faith, without wilful, wanton or grossly negligent conduct on the basis of such information as may be possessed by him or her.

F. Control by Declarant. Declarant shall have all rights, duties and powers accorded to the Association until the first to occur of (i) not more than 30 days after 100% of all Lots have been fully developed and sold by Declarant or (ii) 90 days' written notice to all Owners of Declarant voluntarily relinquishing control of the Association.

1. Upon the first to occur of the foregoing events, control of the Association shall pass from Declarant to the Owners, and Declarant's relation to and interest in the Association shall be limited to that of a Member for each Lot, if any, owned by Declarant.

2. Should either of the events depicted in Paragraph VII(F) take place prior to the regularly scheduled date for the annual meeting of the Association, the existing Board of Directors shall be retained and continue in full control. At the first annual meeting after control of the Association is transferred to the Owners, all Members shall be entitled to exercise their respective rights in the Association. However, if any special meeting of the Association is called prior to the annual meeting and subsequent to the event passing control from Declarant, the Members shall have all rights in the Association.

G. Interpretation. In case of any dispute or disagreement relating to the Property or any question of interpretation or application of the Declaration, Final Plat, Articles, Bylaws, Property Rules or Architectural Rules, the determination by the Board of Directors shall be final and binding on the Owners.

1. If a decision cannot be reached by the Board of Directors in connection with any matter submitted to or considered by the Board of Directors, the matter shall be determined by the 67% vote of each class of Members.

2. Should there be a conflict between the Declaration, Final Plat, Articles, Bylaws, Property Rules and Architectural Rules, priority shall be given to the instruments in the hereunder order:

- a. Declaration.
- b. Final Plat.
- c. Articles.
- d. Bylaws.
- e. Property Rules.
- f. Architectural Rules.

#### VIII. MEMBERSHIP

A. Members. Every Owner of a Lot shall automatically become a Member of the Association until such time as his or her ownership ceases for any reason, at which time his or her membership shall automatically terminate.

1. For the purpose of determining membership, ownership shall be deemed to have vested upon delivery of a duly executed deed to a grantee or a contract to a vendee.

2. The legal title retained by a vendor selling under a contract shall not qualify such vendor for membership.

B. Classes. The Association shall have 2 classes of voting membership as delineated below:

1. Class A - The Class A Members shall be all Owners, with the exception of Declarant, and shall be entitled to 1 vote for each Lot owned.

2. Class B - The Class B Members shall be the Declarant and shall be entitled to 3 votes for each Lot owned by Declarant. The Class B membership shall cease and be converted to Class A membership on the happening of either of the hereafter events, whichever occurs earlier:

a. Not more than 30 days after 100% of all Lots have been fully developed and sold by Declarant; or

b. 90 days' written notice to all Owners of Declarant voluntarily relinquishing control of the Association.



C. Voting. The vote for each Lot must be cast as a unit and fractional votes are not allowed.

1. Where more than one person or entity owns a Lot, all such persons and entities shall be Members and the vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than 1 vote be cast with respect to said Lot.

2. The method by which that vote shall be cast, and the person authorized and designated to cast the vote on behalf of the joint Owners, shall be as provided in the Articles or Bylaws.

3. If the joint Owners are unable to agree among themselves as to how their vote shall be cast, they shall lose their right to vote on the matter in question.

4. Should any Owner cast a vote representing a certain Lot, it will thereafter be conclusively presumed for all purposes that he or she was acting with the authority and consent of all other joint Owners of the same Lot.

5. In the event more than 1 vote is cast for a particular Lot, none of the votes shall be counted and all the votes shall be deemed null and void.

D. Rights. Each Member shall have such other rights, duties and obligations as contained in the Articles, Bylaws, Property Rules and Architectural Rules, and amendments.

E. Transfer. Membership shall be appurtenant to and may not be separated from ownership of a Lot.

1. The rights, duties and obligations of an Owner and membership in the Association shall not be assigned, conveyed, pledged or alienated in any way except on transfer of ownership of the Lot and then only to the transferee of ownership to the Lot, or by intestate succession, testamentary disposition, foreclosure of a mortgage of record or such other legal process as now in effect or as may hereafter be established pursuant to the laws of the State of Arizona.

2. Any attempt to make a prohibited transfer shall be void.

3. A transfer of ownership to a Lot shall operate to transfer the membership to the new Owner.



IX. ARCHITECTURAL CONTROL

A. Approval. Subject to the exemption of Declarant, any of the following must first be submitted to and approved in writing by the Architectural Committee:

1. Before any structure or improvement is built on a Lot.

2. Any alteration of such a structure or improvement on a Lot.

3. Any change in the grade of a Lot from the grade established or to be established by Declarant.

Amendment II applies

B. Plans. Complete architectural and other plans shall be submitted to the Architectural Committee for approval as to quality, design and harmony of external design with existing structures and improvements, and as to location to surrounding structures or improvements and finished grade elevation. Such plans shall include, but not be limited to, schemes for electrical, exterior elevations on all sides, foundation, interior floor plan, roof framing, site and any other plans required by the Architectural Committee. No approval shall be required for the hereunder:

1. To repaint or refinish in accordance with Declarant's original color scheme, if any.

2. To repaint or refinish pursuant to a color scheme previously approved by the Architectural Committee.

3. To rebuild or refinish as per plans previously approved by the Architectural Committee.

4. To finish, maintain, paint or repair the interior of a structure or improvement.

C. Architectural Committee. The Architectural Committee shall consist of 3 persons.

1. Declarant may appoint all of the original persons on the Architectural Committee and all replacements until 100% of all of the Lots have been fully developed and sold by Declarant.

2. Thereafter, the Board of Directors shall have the

power to appoint and remove all persons to and from the Architectural Committee.

3. Persons appointed to the Architectural Committee by Declarant need not be members of the Association, however, persons appointed to the Architectural Committee by the Board of Directors shall be Members of the Association.

4. A person on the Architectural Committee may be removed for any reason or no reason at all by Declarant or the Board of Directors, as the case may be.

5. Directors and officers of the Association can be on the Architectural Committee.

6. No person on the Architectural Committee shall be entitled to any compensation for services performed on behalf of the Architectural Committee.

7. In the event the Architectural Committee fails to approve or disapprove plans within 30 days after the plans have been submitted to it, written approval by the Architectural Committee will not be required.

8. The Architectural Committee shall have such other rights, duties and obligations as set forth in the Articles, Bylaws, Property Rules and Architectural Rules, and amendments.

D. Architectural Rules. The Architectural Committee may, from time to time and in its sole and absolute discretion, adopt, amend and repeal by 2/3 vote or written consent, rules and regulations to be known as the "Architectural Rules."

1. The Architectural Rules must also be approved by the Board of Directors.

2. Such Architectural Rules shall interpret and implement the Declaration, Articles and Property Rules by describing the standards and procedures for review by the Architectural Committee and the guidelines for the nature, kind, shape, color, size, materials, location and the like of structures and improvements.

E. Waiver. The approval by the Architectural Committee of any plan for any structures, improvements or for any other matter requiring the approval of the Architectural Committee, shall not be

deemed to constitute a waiver of any right to withhold approval of any similar plan or matter subsequently submitted for approval.

F. Construction Deposit. Prior to the commencement of any construction or substantial replacement of a residence on any Lot, in addition to any other fees charged by the Architectural Committee for the approval of plans, the Owner shall provide to the Association a construction and clean-up deposit in an amount to be determined by a majority of the Board of Directors. In no event shall the construction and clean-up deposit exceed \$5000.00, unless a greater amount is determined by Declarant or Association as the case may be. The foregoing shall not be construed as limiting an Owner's liability for damages or repairs. The deposit shall secure the constructing Owner's compliance with this Declaration, the Property Rules and the Architectural Rules and shall be returned in whole or part upon completion of the construction subject to the satisfactory review and approval of such compliance by the Architectural Committee.

#### X. ASSESSMENTS

A. Creation. Each Owner of a Lot, by acceptance of a deed or a contract of sale, whether or not it shall be so expressed in such document, is deemed to covenant and agree to pay to the Association each of the following:

1. Regular assessments.
2. Special assessments.
3. Any other charges made or levied by the Association against an Owner or Lot pursuant to the Declaration, Bylaws, Property Rules or Architectural Rules, such assessments and charges to be established and collected as provided in the Declaration and Bylaws.

B. Covenant of Payment. Each Owner of a Lot, upon becoming an Owner and/or a Member of the Association, is and shall be deemed to covenant and agree to pay to the Association the Assessments and charges provided for in this Declaration, and agrees to the enforcement of the Assessments and charges in the manner specified in the Declaration. If the Association employs one or more attorneys for the collection of any Assessment, whether by suit or otherwise, to enforce compliance of the Declaration, Articles, Bylaws, Property Rules or Architectural Rules, or for any other



purpose in connection with the above documents, each Owner and/or Member agrees to pay reasonable attorney's fees and costs incurred in addition to any other amounts due or any other relief obtained against the Owner and/or Member.

C. Obligation. Any part of an Assessment shall bear interest at the rate of 12% per year from the due date until paid.

1. Each such Assessment, together with interest, cost and reasonable attorney's fees incurred by the Association in enforcing compliance (whether or not a lawsuit or legal action is commenced) shall be the personal obligation of the person or entity who was the Owner of such Lot at the time the Assessment became due.

2. The personal obligation for the delinquent Assessments shall not pass to an Owner's successors in title unless specifically assumed by the successors.

3. No owner of a Lot may exempt himself or herself from liability for any Assessments by the abandonment of his or her Lot.

D. Lien. The regular Assessment, special Assessment and other charges made against an Owner or a Lot, together with interest, costs and reasonable attorney's fees, shall be a charge and a continuing lien upon the Lot ("Assessment Lien").

1. The Assessment Lien shall be prior to all other liens except (i) taxes, bonds, assessment and other levies which, by law, would be superior to the Assessment Lien and (ii) payments due under a bona fide first mortgage or deed of trust instruments of encumbrances, if any, duly recorded.

2. A sale or transfer of any Lot shall not affect the Assessment Lien and no such sale or transfer shall relieve said Lot from liability for any Assessments thereafter becoming due or from the lien thereof.

E. Purposes of Assessments. The regular and special Assessments levied by the Association shall be used exclusively to promote the health, safety, recreation and/or welfare of the Owners, the improvement and maintenance of the Property. Without limiting the generality of the foregoing statement of purpose, such Assessments may be applied by the Association for any of the hereinbelow:

1. To enforce the Declaration, Articles, Bylaws, Property Rules and/or Architectural Rules.

2. To repair, maintain, control and manage the Common Area and any electric gates, entry signs, vegetation or otherwise within the Property.

3. To maintain and repair storm drainage, sanitary sewers and private streets, if any, within the confines of the Property.

4. To pay expenses, such as attorney's fees, cost of liability, fire and other insurance, bookkeeping and accounting costs and any other expenses that may from time to time be deemed necessary to carry out the intent of this Declaration by the Association.

5. To keep adequate reserve funds for any such purposes.

Amendment VI applies

6. To do all lawful things and tasks that the Association, in its discretion, may deem to be in the best interest of the Owners and Property.

F. Rate of Annual Assessment. The regular Assessment rate shall be \$500.00 a year. Every Owner, excluding Declarant, shall be obligated to pay to the Association the regular Assessment annually or in such other installments as may be determined by the Board of Directors.

Amendment VI applies

1. Until January 1 of the year immediately following the conveyance of the first Lot by Declarant to an Owner, the maximum regular Assessment shall be \$1,000.00 a year.

2. From and after January 1 of the year immediately after the conveyance of the first Lot by Declarant to an Owner, the maximum regular Assessment may be increased each year of not more than 20% above the regular annual Assessment for the previous year without a vote of each class of Members.

3. From and after January 1 of the year immediately subsequent to the conveyance of the first Lot by Declarant to an Owner, the maximum regular Assessment may be increased above 20% by the vote or written assent of 51% of each class of Members.

4. The Board of Directors may fix the regular



Assessment at an amount not in excess of the applicable maximum.

G. Collection of Regular Assessment. The regular Assessment shall commence as each Lot is sold by the Declarant on the first day of the month subsequent to the close of escrow of said Lot. The first regular Assessment for each particular Lot shall be adjusted according to the number of months remaining in the calendar year.

1. The Board of Directors shall fix the amount of the regular Assessment and due dates against each Lot at least 60 days in advance for each regular Assessment.

2. Notice of the regular Assessment shall be sent each year to every Owner by first class mail, postage prepaid, at the last known address of the Owner pursuant to the records of the Association.

3. The Association shall, upon demand and for a reasonable charge, furnish a certificate signed by an officer of the Association verifying whether the Assessments on a Lot have been paid.

H. Special Assessments. The Board of Directors is authorized to levy special Assessments for one or more of the purposes in Paragraph X(E) if the Board of Directors is required to make any expenditures which are not anticipated as of the first of any fiscal year of the Association, or for which there are not sufficient funds available.

1. Any such special Assessment must first be approved by Declarant while the Class B membership exists and by 70 percent of the votes of Class A Members voting in person or by proxy at a meeting duly called for this purpose.

2. Any special Assessment as levied by the Board of Directors and approved by each class of Members shall be borne proportionately by all Owners, including the Declarant as each Lot not sold and still owned by the Declarant.

3. The due date of the special Assessment shall be at such time as designated by the Board of Directors.

I. Uniform Rates. Both the regular and special Assessments must be fixed at a uniform rate for all Lots.

J. Meeting. Written notice of any meeting called for the purpose of the Board of Directors taking any action authorized by Paragraph X(F)(3) or (H) shall be sent to all Owners not less than 30 days nor more than 60 days in advance of the meeting.

1. At the first such meeting called the presence of Members or proxies therefor entitled to cast 70% of all the votes of each class of membership shall constitute a quorum.

2. If the required quorum is not present, another meeting may be called subject to the same notice requirement and the required quorum at the subsequent meeting shall be 1/2 of the required quorum at the preceding meeting.

3. No such subsequent meeting shall be held more than 60 days following the preceding meeting.

4. While the Class B membership exists, the quorum requirements described above apply to both classes and a quorum shall not exist for a meeting unless a quorum of each class is present.

K. Civil Action. The Board of Directors may cause a civil action to be commenced and maintained in the name of the Association against an Owner and/or Member to enforce each such obligation for any Assessment of the Owner and/or Member. Any judgment rendered in such action shall include the amount of delinquency, together with interest at the rate of 12% per year from the date of delinquency, court costs and reasonable attorney's fees.

L. Lien Rights. When any Assessment due from an Owner to the Association on behalf of any Lot is not paid within 30 days after the due date, the Assessment Lien may be enforced by foreclosure of the lien and/or sale of the Lot by the Association, its attorney or other person authorized by law to make the sale.

1. After the occurrence of any default in the making of payment of any Assessment, the Association or its representative may deliver or mail a written demand stating the date and amount of the delinquency.

2. Each default shall constitute a separate basis for a demand or claim of lien, but any number of defaults may be included within a single demand or claim of lien.

3. Should the delinquency not be paid within 10 days after delivery of the written demand, or even without such a written demand being made, the Association may elect to record a claim of lien on behalf of the Association against the Lot of the defaulting Owner. Such a claim of lien shall contain substantially the hereunder information:

- a. The name of the delinquent Owner.
- b. The legal description and street address of the Lot against which the lien is made.
- c. The total amount claimed to be due and owing for the amount of the delinquency, interest, costs and reasonable attorney's fees.
- d. A statement that the claim of lien is being made by the Association pursuant to this Declaration.
- e. Language that a lien is claimed against the Lot in the amount stated, plus any other sum which may thereafter become due and payable in accordance with the Declaration.

4. The Assessment Lien may be foreclosed and the Lot sold in the same manner as a realty mortgage and property mortgaged thereunder, the Lot may be sold pursuant to the statutory or customary procedures for sales of trust property under deeds of trust or the lien may be enforced or foreclosed in any other manner permitted by law for the enforcement or foreclosure of liens against real property or the sale of property subject to such a lien.

5. Any such enforcement, foreclosure or sale action may be taken without regard to the value of the Lot, the solvency of the Owner or the relative size of the Owner's default.

6. The proceeds of any sale shall be applied as provided by applicable law, but in the absence of any such law, shall be applied first to discharge costs, including but not limited to, court costs, other litigation costs and attorney's fees incurred by the Association, all other expenses of the proceedings, interest, late charges, unpaid Assessments and other amounts due the Association, and the balance shall be paid to the Owner.

7. It shall be a condition of any such sale, and any judgments or orders shall so provide, that the purchaser shall take



the interest in the Lot sold subject to this Declaration.

8. The Association, acting on behalf of all the other Owners, shall have the power to bid for the Lot at any sale and to acquire and hold, lease, mortgage or convey the Lot.

9. Should the Owner against whom the original Assessment made is the purchaser or redemptioner, the lien shall continue in effect and said lien may be enforced by the Association, or by the Board of Directors, for the Lot's Assessments that were due prior to the final conclusion of any such foreclosure, sale or equivalent proceeding.

10. Notwithstanding any foreclosure of the lien or sale of the Lot, any Assessments due after the application of any sale proceeds as provided above shall continue to exist as personal obligations of the defaulting Owner of the Lot to the Association, and the Association may use reasonable efforts to collect the same from the Owner even after he or she is no longer a Member.

M. Suspension of Rights. In addition to all other remedies provided in the Declaration or at law or in equity, the Board of Directors may temporarily suspend the Association voting rights of an Owner who is in default in the payment of any Assessment due the Association.

N. Cumulative Remedies. The rights, remedies and powers described in this Paragraph X and elsewhere in the Declaration, Articles, Bylaws, Property Rules or Architectural Rules are cumulative and may be used or employed by the Association in any order or combination. Without limiting the foregoing sentence, a civil action to recover a money judgment from unpaid Assessments, interest, costs, attorney's fees and/or other amount due and payable, to obtain specific performance of the obligations or to obtain injunctive relief may be maintained without foreclosing, waiving, releasing or satisfying the Assessment Lien.

O. Exclusion for Declarant. Until such time control of the Association transferred from Declarant to the Association, Declarant shall not be liable for any regular Assessment or charges for Lots owned by Declarant.

#### XI. ENFORCEMENT OF RESTRICTIONS

A. Binding Effect. All of the covenants, conditions and

restrictions now or hereafter imposed by the provisions of the Declaration shall run with the land and an Owner, by accepting the deed or contract of sale to a Lot accepts the same subject to said covenants, conditions and restrictions and agrees for himself, herself, his or her heirs, administrators, personal representatives, successors, assigns and lessees to be bound by each and every one of the covenants, conditions and restrictions jointly, separately and severally.

B. Severability. Each and every one of the covenants, conditions and restrictions now or hereafter imposed by the terms and conditions of the Declaration shall be considered to be an independent and separate covenant and agreement, and in the event any one or more of such covenants, conditions and restrictions shall for any reason be held to be invalid or unenforceable by a judgment or court order, all remaining covenants, conditions and restrictions shall nevertheless remain in full force and effect.

C. Remedies. The Declarant, Association, or any Owner shall have the right to enforce, by any proceeding at law or in equity, any and all of the covenants, conditions and restrictions now or hereafter imposed by the provisions of the Declaration.

D. Violation. (i) If any portion of a Lot is maintained as to present a public or private nuisance as determined by the Board of Directors, (ii) should any part of a Lot be used as to detract substantially from the appearance or quality of the surrounding Lots or other areas of the Property which are substantially affected thereby, (iii) in the event any portion of the Lot is being utilized in a manner which violates the Declaration, Articles, Bylaws, Property Rules or Architectural Rules, (iv) or if an Owner of a Lot is failing to perform any of his or her obligations under the Declaration, Articles, Bylaws, Property Rules or Architectural Rules, the Board of Directors may by resolution make a finding to such effect, specifying the particular condition or conditions with respect to the aforesaid.

1. In such case, the Board of Directors shall give written notice to the offending Owner that unless corrective action is taken within 30 days after the delivery or mailing of the notice, the Board of Directors may cause corrective action to be taken and the cost shall be added as a charge to and become a part of the Assessment to which the offending Owner and his or her Lot are subject.

2. Said charge shall bear interest at the rate of 12%

per annum until paid and shall be secured by an Assessment Lien provided for in Paragraph X(L).

3. In addition, but not to the exclusion of the other remedies contained in this Declaration, the Board of Directors shall be empowered to levy fines and penalties as charges upon the offending Owner. Any fines or penalties assessed against an Owner shall also be added to and become a part of the Assessment to which the offending Owner and his or her Lot are subject and shall be secured by an Assessment Lien and bear interest at the rate of 12% per annum until paid.

4. The Board of Directors may publish a schedule of fines and penalties in Property Rules for the assessment of such fines and penalties as charges which Property Rules shall provide each Owner with reasonable due process before any fine or penalty is finally assessed and becomes due and payable.

## XII. DURATION

The covenants, conditions and restrictions of this Declaration shall run with and bind the land for a period of 20 years from the date the Declaration is recorded in the Official Records of Gila County, Arizona, after which time said covenants, conditions and restrictions shall be automatically extended for successive periods of 10 years.

1. All or any part of this Declaration may be amended during the first 20 years by a recorded instrument signed by not less than 67% of the Owners.

2. After said 20 years, all or any part of the Declaration may be amended by a recorded instrument executed by 67% of the Owners.

## XIII. ANNEXATION

Additional real property may be annexed to the Property by Declarant without the consent of the other Owners until 100% of the Lots are sold and developed by Declarant, after which time the approval of 67 % of each class of membership shall be required to annex additional real property.

XIV. GENERAL PROVISIONS

A. Governing Law. This Declaration shall in all respects be governed by, and construed in accordance with, the laws of the State of Arizona, including all matters of construction, validity and performance.

B. Waiver. No covenant, condition, restriction or provision contained in this instrument shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches thereof which may occur.

C. Captions. The captions are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of this Declaration, or the intent of any provisions thereof.

D. Gender. The use of any gender in this instrument shall be deemed to include the masculine, feminine and neuter gender, and the use of the singular shall be deemed to include the plural, whenever the context so requires.

E. Notices. All notices, demands or other communications required or permitted to be made or given under the terms of this Declaration shall be in writing, signed by or on behalf of the party making or giving the same, and shall be deemed fully made or given when delivered personally or 24 hours after the deposit of the same in the United States mail by first class mail, postage prepaid, and addressed to the other party at his or her last known address.


F. Violation of Law. Any violation of any state, county, municipal or local law, ordinance or regulation pertaining to the ownership, occupation or use of all or any part of the Property is declared to be a violation of this Declaration and subject to any or all of the enforcement procedures set forth in the Declaration.

G. Attorney's Fees. If a party contracts an attorney for legal services seeking enforcement of or compliance with this Declaration by the other party, whether action be brought or not, or should legal action or any arbitration proceeding be brought for the enforcement of this Declaration, or because of an alleged dispute, breach, default or misrepresentation in connection with any other provisions of the Declaration, the successful or prevailing party or parties shall be entitled to recover reasonable

the enforcement of this Declaration, or because of an alleged dispute, breach, default or misrepresentation in connection with any other provisions of the Declaration, the successful or prevailing party or parties shall be entitled to recover reasonable attorney's fees and other costs in contracting its attorney or in that action or proceeding, in addition to any other relief to which it may be entitled.

IN WITNESS WHEREOF, Declarant NORTH-CO ENTERPRISES, INC., an Arizona corporation, has caused this instrument to be executed by its duly authorized officers, and its corporate seal herein to be affixed on 10-20-98, 1998.

NORTH-CO ENTERPRISES, INC.,  
an Arizona corporation  
Declarant

By   
President

By   
Secretary

STEVEN  
John 2502



STATE OF ARIZONA     )  
                                  ) ss.  
County of Gila         )

This instrument was acknowledged and executed before me this 22 day of Oct, 1998 by Steve R. Johnson who acknowledged to be the President and Julie Y. Johnson who acknowledged to be the Secretary of North-Co Enterprises, Inc., an Arizona corporation, and that as such officer, being authorized so to do, signed the name of the corporation as such officer.

My Commission Expires:

Linda Collison  
Notary Public



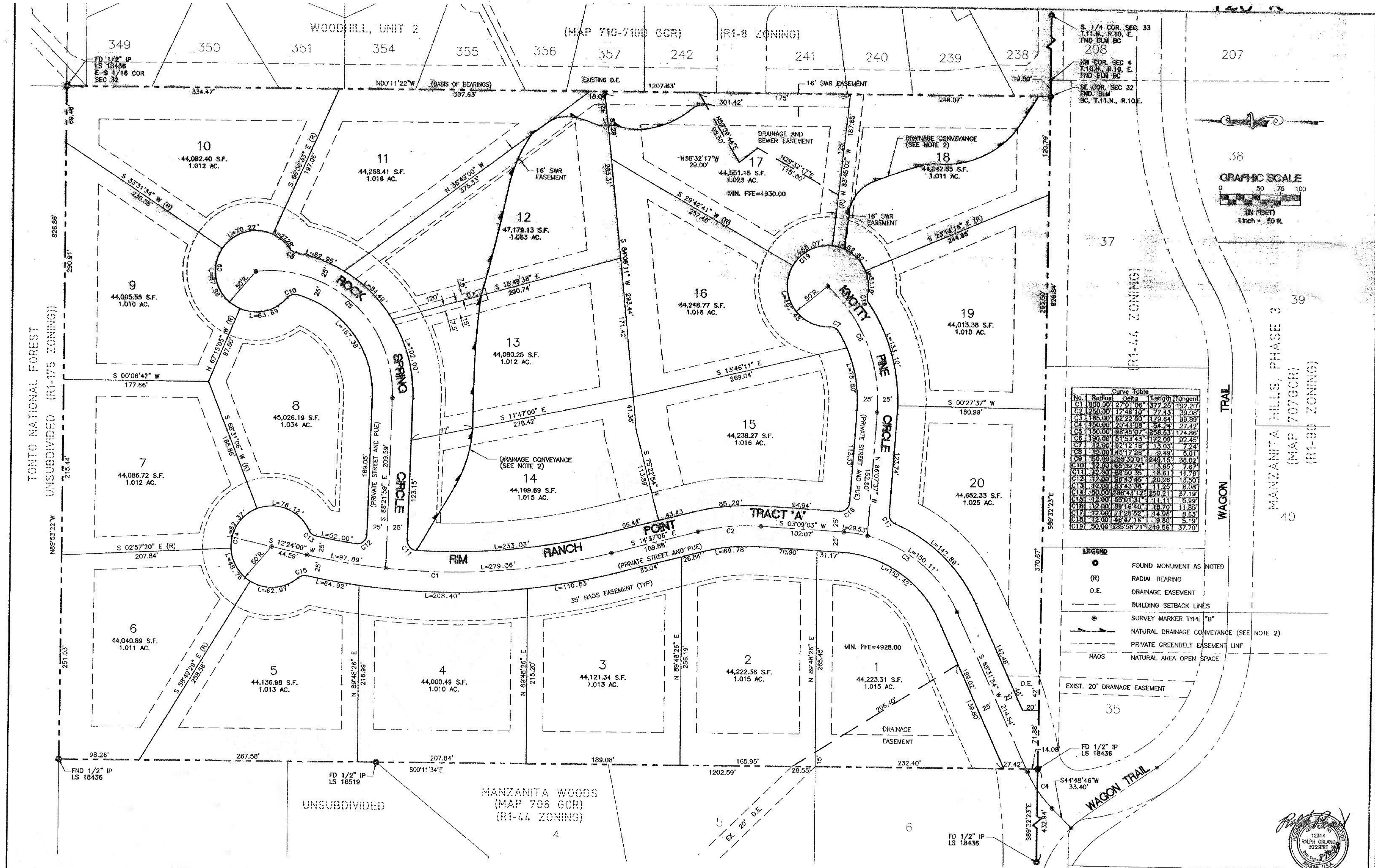
DESCRIPTION OF PROPERTY

Lots 1 through 20, of RIM RANCH, according to the plat of record in the office of the County Recorder of Gila County, Arizona, recorded in Map No. 720 and 720A.

Tract A, of RIM RANCH, according to the plat of record in the office of the County Recorder of Gila County, Arizona, recorded in Map No. 720 and 720A.




EXHIBIT "A"





No.	Radius	Delta	Length	Angle
C1	800.00	27 01' 10"	377.25	192.2
C2	250.00	17 17' 10"	117.25	95.8
C3	185.00	12 22' 50"	179.64	95.8
C4	350.00	20 43' 08"	54.24	22.8
C5	150.00	98 45' 07"	258.53	174.8
C6	190.00	51 53' 43"	172.09	92.4
C7	12.00	62 12' 16"	13.03	7.2
C8	12.00	45 17' 26"	9.49	5.0
C9	60.00	285 30' 01"	249.16	36.0
C10	12.00	65 09' 24"	13.65	7.8
C11	32.00	88 50' 36"	18.61	11.7
C12	72.00	36 47' 48"	20.26	13.5
C13	6.00	88 50' 36"	11.25	6.0
C14	50.00	286 43' 38"	250.21	37.1
C15	13.00	53 01' 31"	11.11	5.8
C16	12.00	89 16' 40"	18.70	8.8
C17	12.00	71 25' 52"	14.86	8.0
C18	12.00	46 47' 16"	9.80	5.1
C19	50.00	285 58' 21"	249.56	37.7

### LEGEND

- |   |  |  |
|---|--|--|
|  | FOUND MONUMENT AS NOTED                  |  |
| (R)   | RADIAL BEARING                           |  |
| D.E.  | DRAINAGE EASEMENT                        |  |
| ---   | BUILDING SETBACK LINES                   |  |
|  | SURVEY MARKER TYPE "B"                   |  |
|  | NATURAL DRAINAGE CONVEYANCE (SEE NOTE 2) |  |
| ---   | PRIVATE GREENBELT EASEMENT LINE          |  |
| NAOS  | NATURAL AREA OPEN SPACE                  |  |

EXIST. 20' DRAINAGE EASEMENT

48'46"W  
3 40'

[illegible]**ASL Consulting Engineers**

431 S. BeeLine Highway  
Payson, Arizona 85541  
PH: (520) 474-4636  
FAX: (520) 474-4867

426 N. 44th Street, Suite 350  
Phoenix, Arizona 85008  
PH: (602) 244-2624  
FAX: (602) 244-1164

**RIM RANCH**  
**PAYSON, ARIZONA**

JOB NO.	10660002
DESIGNED BY:	ROB
DRAWN BY:	DJS
CHECKED BY:	ROB
APPROVED BY:	ROB
DATE:	9-25-98

**FINAL PLAT**

SCALE: HORIZ: 1" = 50'  
CONT. INTERVAL = N/A  
DRAWING NO.  
**FP01**  
SHEET NO. 2 OF: 2



# APPROVALS

APPROVED BY THE COMMON COUNCIL OF THE TOWN OF PAYSON, ARIZONA,  
THIS 30<sup>th</sup> DAY OF SEPTEMBER 1998.

BY Veronica M. St. John  
MAYOR, TOWN OF PAYSON, ARIZONA

ATTEST: CL J. J. J.  
TOWN CLERK



APPROVED BY THE TOWN PUBLIC WORKS DIRECTOR OF THE TOWN OF PAYSON,  
ARIZONA, THIS 27<sup>th</sup> DAY OF OCTOBER 1998.

SUBSTANTIALLY CONFORMS TO PRELIMINARY PLAT. ENGINEERING PLANS  
COMPLY WITH THE SUBDIVISION REQUIREMENTS.

BY Alvin P. Walker  
PUBLIC WORKS DIRECTOR

## DEDICATION

STATE OF ARIZONA )  
COUNTY OF GILA ) SS

KNOW ALL MEN BY THESE PRESENTS:

THAT NORTHCO ENTERPRISES, INC., AN ARIZONA CORPORATION,  
HAS SUBDIVIDED UNDER THE NAME OF RIM RANCH A PORTION OF  
THE SE 1/4 OF SECTION 32, T11N, R10E, G&SRM, GILA COUNTY, AZ.,  
AND HEREBY PUBLISHES THIS PLAT AS AND FOR THE PLAT OF SAID RIM RANCH,  
AND HEREBY DECLARES THAT SAID PLAT SETS FORTH THE LOCATION AND GIVES  
THE MEASUREMENTS AND DIMENSIONS OF THE LOTS AND TRACTS CONSTITUTING  
SAME AND THAT EACH LOT AND EACH TRACT SHALL BE KNOWN BY THE NUMBER,  
LETTER, OR NAME THAT IS GIVEN TO EACH RESPECTIVELY ON SAID PLAT.

TRACT "A" SHOWN HEREON IS HEREWITH DECLARED  
PRIVATE ACCESS FOR THE EXCLUSIVE USE OF THE PROPERTY  
OWNERS WITHIN RIM RANCH AND THEIR ASSIGNS, AND IS NOT DEDICATED  
TO THE PUBLIC FOR ITS USE, EXCEPT THAT EASEMENTS FOR PUBLIC WATER AND  
SEWER LINES, REFUSE COLLECTION, PUBLIC UTILITIES, CABLE TELEVISION,  
EMERGENCY AND SERVICE TYPE VEHICLES, AND DRAINAGE AND FLOOD CONTROL  
ARE PROVIDED AS SHOWN ON SAID MAP. SAID EASEMENTS SHALL INCLUDE THE  
RIGHT FOR THE UTILITY COMPANIES, THE TOWN OF PAYSON, AND THE NORTHERN  
GILA COUNTY SANITARY DISTRICT, TO ACCESS THE EASEMENTS FOR INGRESS, EGRESS,  
INSTALLATION, REPLACEMENT, REPAIR, MAINTENANCE AND OPERATION OF ALL UTILITIES  
INCLUDING, BUT NOT LIMITED TO WATER, SEWER, GAS, TELEPHONE, CABLE TELEVISION,  
AND OTHER COMMUNICATION FACILITIES. TRACT "A" IS HEREWITH DECLARED A  
PUBLIC EASEMENT. THESE EASEMENTS SHALL IN NO WAY AFFECT ANY OTHER  
RECORDED EASEMENTS ON SAID PREMISES.

THERE IS TO BE RECORDED HEREAFTER THE "DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS (C.C. & R.'s) FOR "RIM RANCH" RELATING  
TO AN ASSOCIATION OF OWNERS WHICH WILL GOVERN THE USE AND MAINTENANCE  
OF ALL AREAS WITHIN THE SUBDIVISION.

IN WITNESS WHEREOF:

NORTHCO ENTERPRISES, INC. HAS HEREUNTO CAUSED ITS COMPANY  
NAME TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY ITS  
DULY AUTHORIZED MEMBER.

THIS 30<sup>th</sup> DAY OF SEPTEMBER 1998.

APPROVED BY: NORTHCO ENTERPRISES, INC.

BY: Stephen R. Johnson  
ITS: President

## ACKNOWLEDGEMENT

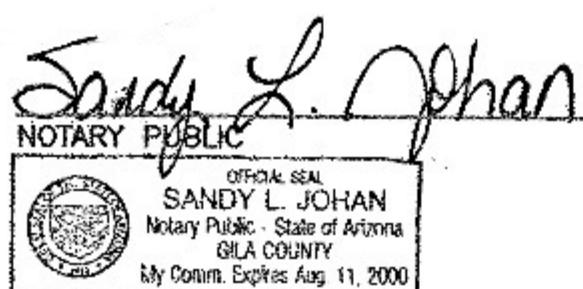
STATE OF ARIZONA )  
COUNTY OF GILA ) SS

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS 30<sup>th</sup> DAY OF September, 1998

BY STEPHEN R. JOHNSON WHO ACKNOWLEDGED HIMSELF TO BE THE  
PRESIDENT OF NORTHCO ENTERPRISES, INC.,

AND THAT AS SUCH OFFICER, BEING AUTHORIZED SO TO DO, SIGNED THE NAME OF THE COMPANY  
AS SUCH OFFICER.

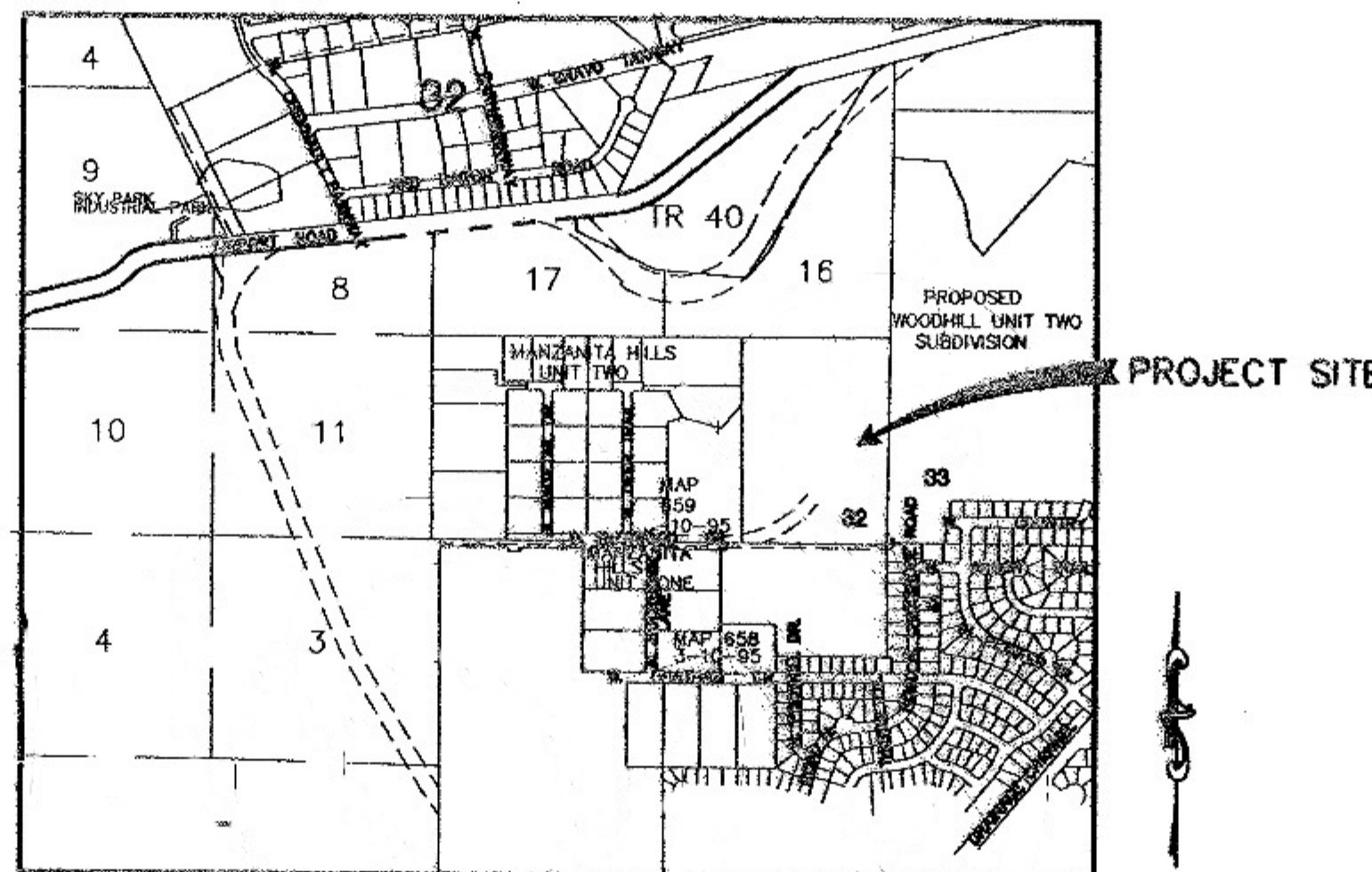
MY COMMISSION EXPIRES:  
August 11, 2000 UTHC



# FINAL PLAT OF RIM RANCH

A SUBDIVISION OF PART OF GOVERNMENT LOT 13  
LOCATED IN THE SE 1/4 SECTION 32, TOWNSHIP 11 NORTH, RANGE 10 EAST,  
OF THE GILA AND SALT RIVER MERIDIAN, TOWN OF PAYSON, GILA COUNTY ARIZONA

OWNER / SUBDIVIDER  
NORTHCO ENTERPRISES, INC  
AN ARIZONA CORPORATION  
P.O. BOX 547  
PAYSON, ARIZONA 85547  
(520) 474-4244



VICINITY MAP  
N.T.S.

## BENCHMARK

BENCHMARK =  
TOWN OF PAYSON BRASS CAP AT THE INTERSECTION  
OF LAKESHORE DRIVE AND CHATHAM DRIVE.  
ELEVATION = 4909.915

## BASIS OF BEARINGS

BASIS OF BEARING =  
THE EAST LINE OF THE SE 1/4  
SECTION 32, T. 11 N., R. 10 E., G&S.R.M.  
PER GCR MAP 710, SAID BEARING  
BEING N 00°11'22" W

Prepared by

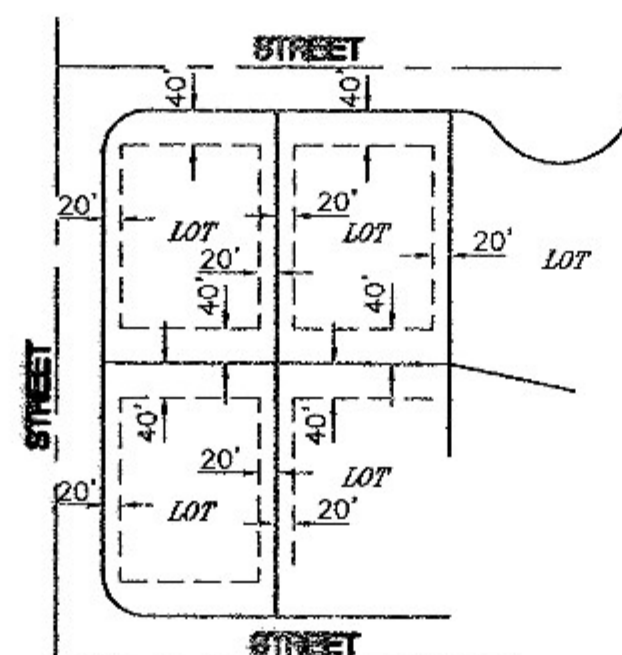


CONSULTING ENGINEERS  
431 S. Beeline Highway  
Payson, Arizona 85541  
(520) 474-4636

Project No. 1066002

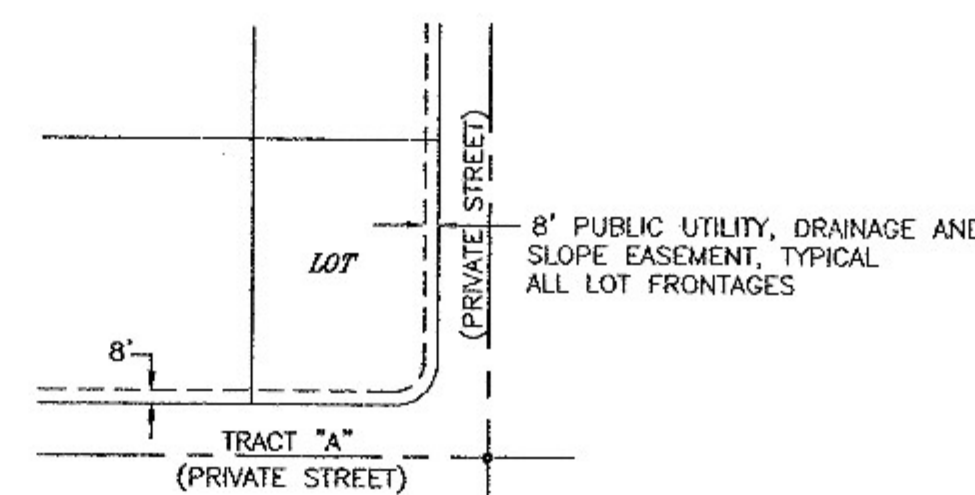


## TYPICAL BUILDING SETBACK LINES



N. T. S.

## TYPICAL P.U. AND SLOPE EASEMENT



N. T. S.

## GENERAL NOTES

1. DRAINAGE EASEMENTS TO BE MAINTAINED BY THE HOME OWNER'S ASSOCIATION.
2. DRAINAGE CONVEYANCES ON LOTS, EITHER WITH OR WITHOUT A DRAINAGE EASEMENT CANNOT BE RELOCATED WITHOUT WRITTEN APPROVAL FROM THE TOWN OF PAYSON. ANY CONSTRUCTION THAT IMPEDES THE DRAINAGE FLOW IN ANY WAY IS STRICTLY PROHIBITED.
3. ALL LOT AND RIGHT OF WAY CORNERS, INCLUDING BEGINNING AND ENDING OF CURVES WILL BE MONUMENTED WITH 1/2" IRON PIPE TAGGED L.S. 12314.
4. A DRAINAGE DESIGN REPORT, PREPARED BY ASL CONSULTING ENGINEERS, DATED SEPTEMBER 1998, IS SUBMITTED WITH THIS FINAL PLAT.
5. THE STREETS IN THIS SUBDIVISION CANNOT BE DEDICATED TO THE TOWN OF PAYSON AND THE TOWN OF PAYSON CANNOT ACCEPT THE STREETS IN THIS SUBDIVISION FOR MAINTENANCE AND OPERATION UNTIL THEY ARE BROUGHT INTO COMPLIANCE WITH ALL APPLICABLE STANDARDS.
6. ACCESS FROM WAGON TRAIL TO RIM RANCH ROAD WILL BE VIA A GATE EQUIPPED WITH OPTICOM-COMPATIBLE ACTUATION ACCOMMODATING RESIDENTS, EMERGENCY VEHICLES, AND AS PROVIDED BY THE C.C. & R.'s.
7. ALL UTILITIES ARE TO BE PLACED UNDERGROUND.
8. A "DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS (C.C.&R.'s) FOR RIM RANCH WILL BE RECORDED IN THE OFFICE OF THE GILA COUNTY RECORDER, SETTING FORTH THE BENEFICIAL RESTRICTIONS UNDER A GENERAL PLAN OF IMPROVEMENT FOR THE BENEFIT OF THE OWNERS OF THE REAL PROPERTY DEFINED BY THIS PLAT AND ESTABLISHES A FLEXIBLE AND REASONABLE PROCEDURE FOR THE OVERALL DEVELOPMENT, ADMINISTRATION, MAINTENANCE AND PRESERVATION OF SAID PROPERTY.
9. THE RIM RANCH HOMEOWNERS ASSOCIATION WILL HAVE THE RIGHT TO ENTER TRACT "A" AND THE SLOPE, DRAINAGE, AND PUBLIC UTILITIES EASEMENT, FOR THE PURPOSE OF MANAGING/ MAINTAINING THE STREET, ENTRANCE GATE, AND DRAINAGE FACILITIES, AS STATED IN THE C.C. & R.'s.
10. NATURAL AREA OPEN SPACE (NAOS) EASEMENTS ARE SHOWN ON THE PLAT AND ARE FOR THE PRIVATE USE OF THE RIM RANCH HOME OWNERS. NAOS EASEMENTS ARE TO PRESERVE NATIVE VEGETATION, NATURAL TERRAIN FEATURES AND ANIMAL CORRIDORS, AS PRACTICABLE. EXCEPTIONS FOR FIRE SAFETY (DRY BRUSH, TREES, ETC.) MAY BE MADE BY AGREEMENT BETWEEN THE HOME OWNER, THE PAYSON FIRE DEPARTMENT AND THE ZONING ADMINISTRATOR. NO PERMANENT STRUCTURES OR FENCING SHALL BE ALLOWED, EXCEPT FOR DRAINAGE AND UTILITY FACILITIES.
11. BUILDING ENVELOPES ARE NOTED HEREON AS DASHED LINES WITHIN EACH LOT. LOT OWNERS WILL BE REQUIRED TO CONSTRUCT IMPROVEMENTS ONLY WITHIN THE DEFINED BUILDING ENVELOPES. DRIVEWAY IMPROVEMENTS MAY BE CONSTRUCTED WITHIN A TWENTY FOOT WIDE DRIVEWAY ACCESS CORRIDOR FROM TRACT "A" TO THE BUILDING ENVELOPE. LOCATION OF THE DRIVEWAY ACCESS CORRIDOR FOR EACH LOT MUST BE APPROVED BY THE TOWN OF PAYSON AND THE RIM RANCH HOMEOWNERS ASSOCIATION. NAOS WITHIN LOTS SHALL BE MAINTAINED BY THE INDIVIDUAL LOT OWNERS.
12. CONSTRUCTION WITHIN EASEMENTS, EXCEPT BY PUBLIC AGENCIES AND UTILITY COMPANIES, SHALL BE LIMITED TO UTILITIES AND WOOD, WIRE, OR REMOVABLE SECTION-TYPE FENCING. NO TREES OR ANY PLANTS SHALL BE PLANTED WITHIN UTILITY EASEMENTS.

## CERTIFICATION

THIS IS TO CERTIFY THAT THIS PLAT, CONSISTING OF 2 (TWO) SHEETS CORRECTLY REPRESENTS A SURVEY MADE UNDER MY SUPERVISION DURING THE MONTH OF JANUARY 1998 THAT THE SURVEY IS TRUE AND COMPLETE, ALL THE MONUMENTS ACTUALLY EXIST, THEIR POSITIONS ARE CORRECTLY SHOWN AND SAID MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.







## PROPERTY RULES

(ARTICLE VII, D of the CC&R's provides that: The Association, through its Board of Directors, may from time to time adopt, amend and repeal rules and regulations for purposes to enhance and protect the value, attractiveness and desirability of the Lots, to insure the usage of the Property for attractive residential uses only, to prevent nuisances, to maintain the desired tone of the subdivision, to further the continuous and harmonious development of the Property and to secure for each owner the full benefit and enjoyment of his or her lot. A copy of the Property Rules as they may, from time to time, be adopted, amended or repealed shall be recorded with Gila County, AZ and shall have, thereby, the same force and effect as if they were set forth and were a part of the CC&R's.)

Pursuant thereto, the following Property Rules have been voted and adopted by your Board of Directors. Please save these Property Rules and incorporate with your CC&R's.

**WATER FEATURES:** Article V - Controls and Use Restrictions, Section Y - Utilities, Sub-paragraph 4 of the CC&R's, in order to comply with the Town of Payson water restrictions, is augmented to read as follows: Above ground spas and indoor swimming pools are allowed, but in-ground spas, swimming pools and other water features such as fountains, ponds and waterfalls are prohibited.

Effective date: May 7, 2006

Amendment VI applies

**OPERATION OF ATVs:** Article V - Controls and Use Restrictions, Section M - Hazardous Activities of the CC&R's is augmented to include the following: An ATV or like vehicle, driven by a person who is at least 14 years old, may be used on Rim Ranch roads and other common area for transportation and hauling only. On one's lot, an ATV or like vehicle may not be used for purposes such as, but not limited to, racing, jumping or other raucous activities that can be deemed a hazard or a nuisance to neighbors and others in our community.

Effective date: October 14, 2006

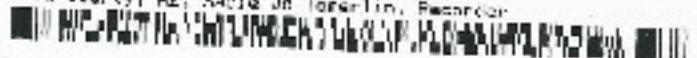
**WILDLIFE FEEDING:** Article V - Controls and Use Restrictions, Section M - Hazardous Activities of the CC&R's is augmented to include the following: Our drought has prompted many wild animals to move into our town, looking for food and water. Unfortunately, when people intentionally feed wildlife, they can encourage these animals to stick around, become aggressive and even dangerous. The Arizona Game and Fish Department is also concerned that "those animals attract larger, predatory animals to our neighborhoods. That's when you can have coyotes, javelina and other animals that can become a danger to people and harm their pets". Accordingly, the feeding of wildlife is considered a hazard and is hereby prohibited. This does not include bird or squirrel feeders.

Effective date: October 14, 2006

This amendment supersedes all prior declarations and property rules.

- 1 -

2014-007030 ADR Page: 20 of 30  
07/29/2014 04:07:02 PM Receipt #: 14-4876  
Rec Fee: \$34.00 San Carlos  
Gila County, AZ, Sadie Jo Toranzo, Recorder





## ARCHITECTURAL RULES

*(ARTICLE IX, D of the CC&R's provides that: the Architectural Committee may, from time to time, and in its sole and absolute discretion, adopt, amend and repeal by a 2/3 vote or written consent, rules and regulations which shall interpret and implement the CC&R's, Articles and Property Rules by describing the standards and procedures for review by the Architectural Committee and the guidelines for the nature, kind, shape, color, size, materials, location and the like, of structures and improvements. The Architectural Rules must also be approved by the Board of Directors.)*

The following changes have been adopted by the Architectural Committee ('AC') and approved by your Board of Directors. Please save with your CC&R's.

**FENCES: Article V - Controls and Use Restrictions, Section L - Fencing, Sub-paragraph 1** of the CC&R's: The "no galvanized chain link" language is further defined as unfinished silver and grey and vinyl coated silver and white. The vinyl coated chain link in certain shades of brown and green are compatible with our community and are hereby permitted.

**Effective date: August 13, 2001**

**BOD approval: August 13, 2001**

**CONSTRUCTION CHECKLIST: Article IX - Architectural Control, Section A - Approval of** the CC&R's require that any structure or improvement, any alteration of such structure or improvement and any change in the established grade of a lot must be submitted to and approved by the AC. The attached checklist will facilitate that process and must be completed for each submission to the AC. A copy of the completed checklist with approved plans will be kept with Association archives.

**Effective date: December 5, 2005**

**BOD approval: December 5, 2005**

**EXTERIOR WALL TREATMENT: Article V - Controls and Use Restrictions, Section A - Single Family Residential, Sub-paragraph 8** of the CC&R's is hereby augmented to include cedar or other natural wood as acceptable exterior wall treatments. This, however, does not alter or reduce the requirement for a minimum of 500 square feet of exterior wall treatment composed of clay brick, cultured stone or native stone.

**Effective date: October 14, 2006**

**BOD approval: October 14, 2006**

**CONSTRUCTION ACTIVITIES: Article V - Controls and Use Restrictions, Section G - Construction Activities, Subparagraph 2** of the CC&R's is hereby augmented as follows: Upon application by an Owner, an extension for the completion of construction of the original Structure shall not be unreasonably withheld by the AC.

**Effective date: July 01, 2007**

**BOD approval: July 01, 2007**

This amendment supersedes all prior declarations and property rules.





## Amendment II Checklist



### ARCHITECTURAL RULE CC&R CONSTRUCTION CHECKLIST

*(Rim Ranch Covenants, Conditions and Restrictions (CC&R's) require that any structure or improvement, any alteration of such structure or improvement and any change in the established grade of a lot must be submitted to and approved by the Architectural Committee. The following checklist will facilitate that process. Attach an explanation for each NO answer and provide a copy of completed checklist with approved plans for safe keeping with Association archives):*

Yes

No

- |       |       |   |
|-------|-------|---|
| _____ | _____ | 1. The Lot will be used, improved and devoted to Single Family residence use and will contain no structures other than one Single Family residence and an attached or detached garage for not less than two or more than five vehicles. |
| _____ | _____ | 2. The livable area of the Structure, exclusive of open porches and garage, will not be less than 1,800 sq ft (one story) and 2,100 sq ft (two stories with first floor not less than 1,200 sq ft).                                     |
| _____ | _____ | 3. The Structure will comply with the following setbacks: 40' from the front boundary, 40' from the rear boundary, 20' from the side boundaries and 40' from the street if a corner lot.  |
| _____ | _____ | 4. The Structure will not: exceed two stories in height above natural grade, and contain more than a one story basement entirely below the natural grade.   |
| _____ | _____ | 5. The Structure will not exceed 35' in height measured from the natural grade level for more than 1/3 of the structure foot print and 28' for 2/3 of the structure foot print.   |
| _____ | _____ | 6. For lots 1, 8, 13, 14, 15, 16, 19, and 20, the Structure will not exceed one story and 21' in height.  |
| _____ | _____ | 7. The height and location of the structure is designed to preserve the views of adjoining lots and does not appear excessive in height when viewed from any part of Rim Ranch.   |
| _____ | _____ | 8. The roofing materials will be earth tone in color, non-white and either 30 yr dimensional type-asphalt fiberglass, flat profile concrete tiles, wood shakes #1 hand split or stand-up metal seam.                                    |

Yes      No

- |       |       |  |
|-------|-------|--|
| _____ | _____ | 9. The ridge line of the Structure's roof will not exceed 50' in length without a change in direction of at least 22 ½ degrees and a change in elevation of at least 2'.   |
| _____ | _____ | 10. The exterior walls will be clay brick, cultured stone, native stone, stucco, cedar or other natural wood or combinations thereof, in an earth tone color to blend with the native rock, vegetation and otherwise, and are not be pure white.   |
| _____ | _____ | 11. The side of the Structure facing the street will contain a minimum of 500 sq ft of exterior wall treatment composed of clay brick, cultured stone or native stone. If the Structure has one or more sides facing one or more streets, then each side will contain a pro-rata share of the 500 sq ft of exterior wall treatment.  |
| _____ | _____ | 12. Every side of the Structure facing a street will have a minimum of 6 directional transitions, including the two for the front-side corners. Except for the two front-side corners, the directional transitions are a minimum of 90 degrees and 4' in length.   |
| _____ | _____ | 13. The Structure will not have more than two monuments near its entrance and they will not exceed a height of 4', a width of 2' and a length of 2'. The lighting on the monument(s) will not exceed 25 watts.   |
| _____ | _____ | 14. The established drainage patterns will not be interfered with except for the installation of pipes, paving or other means, which will not burden or interfere with the use of other lots or the drainage to or from other lots.  |
| _____ | _____ | 15. The driveway will be surfaced with asphalt or concrete colored in earth tones and if built in all or any part of Natural Area Open Space will not exceed 20' in width.   |
| _____ | _____ | 16. Any fence or wall will not be: galvanized chain (vinyl covered chain link in certain shades of brown or green is permitted) or white in color, in excess of 6' in height and within 40' of any street or closer to any street than the front, rear or side portions of the Structure facing the street. It will have an exterior wall treatment of clay brick, cultured stone, native stone or stucco. The wall or fence will not interfere with the views of any adjoining lot. |
| _____ | _____ | 17. Outdoor lighting, if any, will not annoy or interfere with the quiet enjoyment of any Owner of his or her respective lot.  |
| _____ | _____ | 18. The Structure will contain only low flow plumbing devices and will contain a hot water recirculation line.   |
| _____ | _____ | 19. The plans include the location of all trees that are over 4 inches in diameter, schemes for electrical, exterior elevations on all sides, foundation, interior floor plan, roof framing, site and any other plans necessary to permit the Committee to assess the quality, design, location and harmony of the external design with existing trees, structures and improvements.   |



Yes      No

- \_\_\_\_\_      \_\_\_\_\_      20. No temporary structures or improvements of any kind shall be built during construction other than one portable toilet, approved in advance as to nature, size and location.
- \_\_\_\_\_      \_\_\_\_\_      21. In lieu of a construction deposit at this time, the lot owner agrees to take whatever steps necessary to leave the common areas in the same condition as they were prior to their construction.
- \_\_\_\_\_      \_\_\_\_\_      22. The lot owner further agrees to keep the lot clean and litter-free during the construction periods and that the duration of the construction will not exceed 180 days from commencement to completion unless otherwise approved..

**Signed:**

\_\_\_\_\_  
**Committee Member**

\_\_\_\_\_  
**Committee Member**

\_\_\_\_\_  
**Lot Owner**

**Date** \_\_\_\_\_

**Lot Number** \_\_\_\_\_

Amendment III

2014-007627 ADR Page: 2 of 2  
08/15/2014 11:12 AM Record # 14-6083  
Rec Fee: \$9.00 Dan E Oelkers  
Gila County, AZ, Sedie Co. Treasurer, Recorder

Rim Ranch Homeowners Association

DECLARATION OF CC&R Article V. CONTROLS AND USE RESTRICTIONS  
Paragraph X. TRASH

Add additional language after "such collection."

3. In no event shall such sanitary containers be maintained so as to be visible from neighboring Lots or streets except to make the same available for collection for the shortest time reasonably necessary to effect such collection.

The waste pickup will only be performed by a Rim Ranch HOA pre-approved waste pickup vendor.

Effective 03/16/2010

Requested by members October 10, 2009

Dan E Oelkers - President 08/15/14

DAN E. OELKERS

This amendment supersedes all  
prior declarations and property  
rules.

08/08/2014



## ARCHITECTURAL RULES – Continued

*(ARTICLE IX, D of the CC&R's provides that: the Architectural Committee may, from time to time, and in its sole and absolute discretion, adopt, amend and repeal by a 2/3 vote or written consent, rules and regulations which shall interpret and implement the CC&R's, Articles and Property Rules by describing the standards and procedures for review by the Architectural Committee and the guidelines for the nature, kind, shape, color, size, materials, location and the like, of structures and improvements. The Architectural Rules must also be approved by the Board of Directors.)*

The following changes have been adopted by the Architectural Committee ('AC') and approved by your Board of Directors. Please save with your CC&R's.

**SIGNS:** Article V – Controls and Use Restrictions, Section V – Signs of the CC&R's is hereby augmented and clarified to permit placement of the following signs:

**FOR SALE:** In accordance with Arizona state statutes, one commercially produced "for sale", "for rent" or "for lease" sign and a sign rider are permitted to be displayed on an Owner's lot. The size of the sign offering a property for sale, for rent or for lease shall be in conformance with the industry standard size, which shall not exceed 18" x 24" and the industry standard sign rider which shall not exceed 6" x 24". Such sign shall be placed as close as practicable to the residential identification sign.

**POLITICAL:** In accordance with the Town of Payson statutes, a "political sign(s)" (the content of which attempts to influence the outcome of an election) are permitted to be displayed on an Owner's lot for a period which begins no earlier than 45 days before the day of the election and ends no later than 10 days after an election day. The number and size of political signs permitted hereby shall not exceed an aggregate sign area of 3 square feet.

**SECURITY:** The display of a warning sign (commercially produced by an alarm Company) indicating that the property is protected by an alarm system is hereby permitted. Alarm Company signs in place prior to the effective date of this Rule are grandfathered in and hereby approved.

Also, certain "no trespassing" or "no soliciting" signs are hereby permitted. Such signs are to be commercially produced with a maximum face area of 3 square feet. They shall utilize earth tones in their color and design and the maximum installed height from the ground shall not exceed 30"

The above provisions for Security Signs do not alter or reduce the requirement that the nature, number and location of such signs be approved, in advance, by the Architectural Committee.

Effective date: November 02, 2012

BOD approval: November 02, 2012

This amendment supersedes all prior declarations and property rules.



## Amendment V

### FIRST AMENDMENT

#### TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF RIM RANCH, DATED OCTOBER 20, 1998

#### ARTICLE V, SECTION AA - VEHICLES FEBRUARY 2013

This Amendment supersedes all prior Declarations and Property Rules on the subject matter.

1. **Parking on Rim Ranch driveways:** All Vehicles, as defined in Article II, Section AA of the Declaration, shall be parked or stored within the confines of a fully enclosed garage, except that limited parking on a lot's paved driveway shall be permitted under the following conditions:
  - a. As used herein, "on-driveway parking" means that all tires of a vehicle rest on a lot's driveway;
  - b. All vehicles that utilize on-driveway parking must be operable, licensed and used by family of the Owner or tenant for every-day business, personal transportation and commuting. Temporary on-driveway parking is permitted for visitors;
  - c. Vehicles permitted for on-driveway parking are limited to automobiles, pickup trucks and SUV's, and presumes that there is no room available in the Owner's garage;
  - d. Vehicles prohibited from on-driveway parking include, but are not limited to, trucks (larger than 1 ton pickups), RV's, boats, ATVs and trailers of any kind;
  - e. *Markings of a commercial nature on permitted vehicles shall be unobtrusive and inoffensive as determined by the Architectural Committee and may not bear a Rim Ranch address.*
2. **Parking on Rim Ranch streets:** Such parking is generally prohibited including obstructing traffic, and is limited to temporary parking. Such temporary parking is defined as occurring when the entire vehicle rests on a concrete ribbon or street pavement and is limited to less than 16 hours per day, but in no event between 12:00 midnight or before 7:00 am. Temporary street parking is permitted for service providers, construction or construction workers' vehicles, deliveries and visitors, provided that there is no room for them to park on the driveway.
3. **Parking on unpaved portion of all Rim Ranch Lots, Right-of-Way or Common Areas:** Such parking is prohibited, except in emergencies.
4. Notwithstanding all of the above, in order to provide Owners with temporary access to a boat, trailer or RV, such vehicles may be temporarily parked on a driveway for a period of no more than twenty-four (24) continuous hours, no more than two (2) times in any calendar week and providing there is a separation of at least twenty-four (24) hours between any such parking. For the avoidance of doubt, this section strictly prohibits on-driveway storage or parking of boats, trailers and RVs except for such temporary time periods.

EFFECTIVE 02/19/2013  
Number 2 & 3 clarified 7/4/2013

Amendment VI applies

This amendment supersedes all  
prior declarations and property rules



## Amendment VI



# Homeowners' Association

## CC&R's Amendment VI

The following changes to the CC&R's were voted on and approved by the Rim Ranch Homeowners Association in accordance with quorum requirements. Approval date: December 15, 2022.

**WATER FOUNTAINS:** Allow recirculating water fountains under 500 gallons.

**MOTORHOME/RV/TRAILER PARKING:** Motorhomes, RV's and trailers may be parked on a member's driveway for up to three consecutive days up to two times per calendar month providing there is a separation of at least 24 hours between any such parking. This change is limited to Motorhomes/RV's and Trailers only and does NOT apply to Trucks (larger than 1 ton pickups) ATV's and UTV's which are still prohibited from on-driveway parking.

**ANNUAL ASSESSMENT:** The annual regular assessment rate is increased to \$900 per year effective January 1, 2023.

**RESERVE SAVINGS ACCOUNT:** In calendar year 2023, establish a Reserve Savings account specifically to save for future large road repair/maintenance and gate repair/replacement requirements. On an annual basis, a minimum of \$4,000 (\$200 per lot X 20 lots) must be transferred from the annual operating fund to the reserve account.

This amendment supersedes all  
prior declarations and property rules.

# Amendment I Bylaws

## RIM RANCH HOMEOWNERS ASSOCIATION Amended and Restated Fine, Appeal, and Collection Policy

**WHEREAS**, the Rim Ranch Homeowners Association Inc. ("Association") has authority pursuant to Article XI – Enforcement of Restrictions of the Declaration of Covenants, Conditions and Restrictions of Rim Ranch ("CC&R's") to determine, in its reasonable discretion, the manner of remedy for violations of the provisions set forth in the CC&R's and other properly adopted instruments relating to the governance of the Association and the Rim Ranch community; and

**WHEREAS**, the Board of Directors of the Association ("Board") finds there is a need to update procedures for the enforcement of the control and use restrictions and architectural control provisions of the By-Laws, CC&R's, Property Rules and Architectural Rules ("Governing Documents") contained in the Fine, Appeal and Collection Policy adopted and approved on October 14, 2006;

**NOW THEREFORE, IT IS RESOLVED** that the Fine, Appeal and Collection Policy adopted on October 14, 2006, as amended on June 18, 2008, is hereby further amended to read as follows:

**FINE AND APPEAL POLICY:** This Fine and Appeals Policy shall be followed by the Association with respect to violations of the Governing Documents as they now exist and as they may be subsequently amended and adopted ("Enforcement Policy"):

### 1. ESTABLISHMENT OF A VIOLATION:

- a. **Control and Use Restrictions ("Restrictions").** Any activity or condition that is contrary to restrictions in Article V of the CC&R's and which is not expressly authorized by the Board is deemed a "Violation" under this Enforcement Policy.
- b. **Architectural Controls ("Controls").** Any structure or improvement (as such terms are defined in Articles II and IX of the CC&R's) of any kind or nature erected, placed or altered on any Lot which has not been first approved by the Architectural Committee ("AC") or which does not in all respects conform to that which has been so approved or to the Property Rules and Architectural Rules is deemed a Violation under this Enforcement Policy.

### 2. VIOLATION TYPES:

- a. **Continuing Violation:** Any Violation of the Restrictions or Controls that are on-going shall be called a Continuing Violation. Examples of a Continuing Violation include, but are not limited to, the building of structures, improvements, re-modeling, established drainage interference or obstruction,

or any other visible changes made without AC approval, persistent non-garaged parking of vehicles (as defined in the CC&R's), operation of a trade or business without AC approval, property maintenance and signs.

- b. **Point-in-Time Violation:** Any Violation of the Restrictions or Controls that are not continuing shall be called a Point-in-Time ("PIT") Violation. A PIT Violation is distinguished from a Continuing Violation in the same way a traffic ticket is distinguished from a construction or zoning violation. This type of Violation enforcement process may also be implemented if a Continuing Violation recurs after it is deemed corrected. Examples of a PIT Violation include, but are not limited to, activities deemed to be hazardous or a nuisance, repeated barking or howling animal(s), intermittent non-garaged prohibited vehicle parking and on-street over night parking.

3. **CONTINUING VIOLATIONS:** If an Owner, resident, guest, agent, tenant, or family member violates certain Restrictions or Controls that constitutes a Continuing Violation, the Association will implement the following enforcement procedures:

- a. **FINES:** No fine shall be imposed without first providing two written notices to the Lot Owner described below as "First Warning" and "Final Warning". Failure to stop or remedy the Continuing Violation thereafter shall make the Lot Owner subject to the imposition of fines which may range with severity and escalate over time as follows:

First Fine	\$100.00 to \$500.00
Second Fine	\$500.00 to \$1,000.00
Daily Fine	\$100.00/day

However, the Board may vary from the above fine schedule, in its reasonable discretion, to adjust for extenuating circumstances or, conversely, aggravating circumstances attendant to any particular Violation.

- b. **FIRST WARNING:** Upon verification of the existence of a Violation, the Board will send to the Lot Owner a written notice of the Violation ("First Warning") by regular mail, a Facsimile, or Email with "read verification". The First Warning will inform the recipient of:

- (i) The date, nature, description and location of the Violation; and
- (ii) A demand to remedy the Violation within fifteen (15) work days from receipt of the First Warning; and
- (iii) A demand that work on any improvement must cease immediately and may not resume without the expressed written approval of the AC; and

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- (iv) Notice of recipient's right to protest the determination of the activity or condition as constituting a Continuing Violation.

**c. FINAL WARNING:** If the Lot Owner fails to remedy the Violation that was the subject of the First Warning, and the Violation has continued, no earlier than sixteen (16) work days from the date of the First Warning, the Board shall send to the Lot Owner a Final Warning by regular certified mail with return receipt informing the recipient as follows:

- (i) The date, nature, description and location of the Violation, the provision(s) in the Governing Documents that is (are) being violated, and the failure of the Lot Owner to correct the Violation, as previously demanded; and
- (ii) Notice that if the Violation is corrected or eliminated within fifteen (15) work days from the delivery of the Final Warning, no further action will be taken; and
- (iii) Work on any improvement must have ceased and may not resume without the expressed written approval of the AC; and
- (iv) Failure to remedy will result in the Association electing to pursue any one or more of the options available to the Association under the Governing Documents including the assessment of fines; and
- (v) The "Notice of Fine Date" is thirty (30) work days from the date of the First Notice; and
- (vi) Notice of recipient's right to protest the determination of the activity or condition as constituting a Continuing Violation providing it is done within ten (10) work days from the notice or imposition of fine(s).

**d. FIRST FINE:** If the Lot Owner fails to comply with the provisions of the First and Final Warnings, and if the Board has denied recipients timely requested protest, no earlier than thirty (30) work days from the date of the First Warning, the Board shall send to the Lot Owner a notice of First Fine by regular and certified mail informing the recipient as follows:

- (i) A First Fine ranging from \$100 to \$500, or such other amount as the Board deems appropriate, has been assessed and is due immediately upon receipt of the notice of First Fine. Such fine may be enforced by late charges and/or interest and/or collection suit and/or other remedies; and
- (ii) Notice that if the Violation is corrected or eliminated within fifteen (15) work days from the delivery of the notice of First Fine, no

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further action will be taken. The Lot Owner will, however, remain liable for all assessed fines and costs under this Enforcement Policy (see Cure of Violation During Enforcement contained elsewhere herein).

- d. **SECOND FINE:** If the Lot Owner fails to comply with the notice of First Fine, no earlier than sixteen (16) work days from the date of the notice of First Fine, the Board shall send to the Lot Owner a notice of Second Fine by certified and regular mail informing the recipient that a Second Fine ranging from \$500.00 to \$1,000.00, or such other amount as the Board deems appropriate, has been assessed and is due immediately upon receipt of the notice of Second Fine. Such fine may be enforced by late charges and/or interest and/or collection suit and/or other remedies.
- e. **DAILY FINE:** If the Continuing Violation has not been remedied within fifteen (15) work days from the date of the Second Fine or an aggregate of sixty (60) work days from the date of the First Warning, the Board shall send to the Lot Owner a notice of Daily Fine by certified and regular mail informing the recipient that a Daily Fine of \$100.00 per day, or such other amount as the Board deems appropriate, has been assessed and is due immediately upon receipt of the notice of Daily Fine. Such fine will accumulate until the Continuing Violation is corrected and may be enforced by late charges and/or interest and/or collection suit and/or other remedies.

4. **PIT VIOLATIONS:** If an Owner, resident, guest, agent, tenant, or family member violates certain Restrictions or Controls that constitute a PIT Violation and which is corroborated by photos, recordings and/or written statements by witnesses or complaining Lot Owner, the Association will implement the following enforcement procedures:

- a. **FINES:** No fine shall be imposed without first providing a written notice to the Lot Owner described below as Warning Notice. Further occurrences of the same PIT Violation shall make the Lot Owner subject to the imposition of fines that may escalate with any recurrences of that PIT Violation:

PIT Fines	\$50.00 to \$200.00
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However, the Board may vary from the above fine schedule, in its reasonable discretion, to adjust for extenuating circumstances or, conversely, aggravating circumstances attendant to any particular Violation. Such fine(s) may be enforced by late charges and/or interest and/or collection suit and/or other remedies.

- b. **WARNING NOTICE:** Upon corroboration of the PIT Violation, the Association shall send to the Lot Owner a written notice of violation ("Warning

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Notice") by regular mail, a Facsimile, or Email with "read receipt", informing the recipient as follows:

- (i) The date, nature, description and location of the PIT Violation, the provision(s) in the Governing Documents that is (are) being violated; and
- (ii) Notice that any further occurrence of the same PIT Violation ("PIT Violation Recurrence") will result in the Association electing to pursue any one or more of the remedies available to the Association under the Governing Documents including the assessment of fines and should the PIT Violation become a Continuing Violation, additional fines may be assessed.

**c. CITATION NOTICE:** Upon corroboration of the PIT Violation Recurrence, the Association shall send to the Lot Owner a Citation Notice by regular and certified mail informing the recipient as follows:

- (i) The date, nature, description and location of the PIT Violation Recurrence, the provision(s) in the Governing Documents that is (are) being violated; and
- (ii) The amount of the PIT Fine ranging from \$50.00 to \$200.00, or such other amount as the Board deems appropriate, that shall be imposed following at least fifteen (15) work days from the date of the Citation (also known as the Notice of Fine Date) and pending the outcome of a timely requested protest. Such PIT fine may be enforced by late charges and/or interest and/or collection suit and/or other remedies; and
- (iii) Notice of recipient's right to protest the determination of the activity as constituting a PIT Violation and fine penalty imposed providing it is done within ten (10) work days from receipt of the Citation.

**5. PROTEST/APPEALS:** Within ten (10) work days following the date of a Final Warning on a Continuing Violation or a Citation Notice on a PIT Violation, the Lot Owner may protest such Violation by requesting a hearing by the Board. Failure by the Lot Owner to contact the Board, in writing, in the prescribed time constitutes a waiver by the Lot Owner to a hearing. The protest hearings and appeals will be conducted in accordance with the following protocol:

- a. Protest/appeals shall be in writing and must be received within ten (10) work days.
- b. Protest/appeals shall state any extenuating circumstances which require deviation from the Governing Documents and shall include any backup information to support the existence of such extenuating circumstance.



- c. Any protest/appeal that does not meet the above requirements shall be considered to have been DENIED.
  - d. The Lot Owner will be given a written notice of the date and place that a Special Meeting of the Board will convene to hear the protest/appeal.
  - e. The Lot Owner will be asked to state their case and present any documentation that is applicable; however, lengthy discussions are not a part of this protest/appeal process
  - f. Each Board Member will have the opportunity to ask the Lot Owner specific questions regarding the information/data provided.
  - g. Upon completion of the question and answer period, the Board President will state that the protest/appeal has been heard and that the Board will make their decision in closed session. A written notice will be given to the Lot Owner of the Board's decision within seven (7) work days. All decisions of the Board are final and may not be further heard.
6. **CURE of VIOLATION DURING ENFORCEMENT:** A Lot Owner may correct or eliminate a Violation at any time during the pendency of any procedure prescribed by this Enforcement Policy. Upon verification by the Board that the Violation has been corrected or eliminated, the Violation will be deemed no longer to exist and the Notice of Violation voided. The Lot Owner will remain liable for all costs and fines under this Enforcement Policy, which costs and fines, if not paid upon demand thereof by the Board, will be enforced by late charges and/or interest and/or collection suit and/or other remedies.
7. **CORRECTIVE ACTION BY THE BOARD:** Where a Violation is determined to exist and is not corrected by the Lot Owner pursuant to this Enforcement Policy, the Board, with the approval of the majority of its members, may undertake to cause the Violation to be corrected, removed or otherwise abated by qualified contractors if the Board, in its reasonable judgment, determines that the Violation may be readily corrected, removed or abated without undue expense and without breach of the peace. Where the Board decides to initiate any action by qualified contractors, the following will apply:
- a. The Board must give the Lot Owner and any third party directly affected by the proposed action, prior written notice of undertaking the action.
  - b. Cost incurred in correcting or eliminating the Violation will be recovered from the Lot Owner as set forth in Article XI of the CC&R's or as permitted by statute.
  - c. The Association, it's Board, and its agents and contractors will not be liable to the Lot Owner or any third party for any damages or costs alleged to arise by virtue of action taken under this Paragraph 7 where the Association and its agents have acted reasonably and in conformity with this Enforcement Policy.

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8. **REFERRAL to LEGAL COUNSEL:** Where a Violation is determined to exist, pursuant to any provisions of this Enforcement Policy, and where the Board deems it to be in the best interests of the Association, the Board may, at any time during the enforcement process, refer the Violation to legal counsel for action seeking injunctive relief against the Lot Owner to correct or otherwise abate the Violation, or to pursue any other legal or equitable remedy that may be available to the Association.
9. **NOTICES:** The term "work days" used in this Enforcement Policy shall mean calendar weekdays exclusive of Federal and State holidays. Any notice required by this Enforcement Policy to be given, sent, delivered or received in writing will be deemed to have been given, sent, delivered or received as the case may be, upon the earlier to occur of the following:
- a. When the notice is delivered by telecopy, the notice is deemed delivered when the sender receives a facsimile acknowledging delivery of telecopy.
  - b. When the notice is placed into the care and custody of the United States Postal Service, the notice is deemed delivered as of the date the notice is deposited into a receptacle of the United States Postal Service with postage prepaid and addressed to the most recent address of the recipient according to the records of the Association. Any Final Warning, First Fine, Second Fine or Daily Fine in the Continuing Violation process and all Citation Notices in the PIT Violation process will be sent certified mail with return receipt, a Facsimile, or by Email with "read verification".
  - c. Where the interests of an Owner in a Lot have been handled by a representative or agent of such Owner or where Owner has otherwise acted so as to put the Association on notice that its interests in a Lot has been and is being handled by a representative or agent, any notice or communication from the Association or its agents pursuant to this Enforcement Policy will be deemed full and effective delivery for all purposes if given to such representative or agent.

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**ASSESSMENT/FINE COLLECTION POLICY:** A Late Fee of \$25.00 may be assessed for each month that any part of an assessment or fine which continues to be outstanding thirty (30) days after the published due date.

**1. ASSESSMENT COLLECTION SCHEDULE:**

- a. A written statement shall be sent to Lot Owner on the thirtieth (30th) day after the due date and each month thereafter that an assessment is outstanding and that a late fee has been assessed to the account.
- b. A lien may be filed on any account that shows the assessment being at least one-year past due. If a lien is filed, the delinquent account is assessed a lien fee. The lien shall not be released until such time as the account is paid in full. All lien fees are the responsibility of the Lot Owner.
- c. After a lien is filed on the property, should the account remain outstanding, the balance is sent to an attorney for collections. All legal and collection fees are the responsibility of the Lot Owner.

**2. FINES COLLECTION SCHEDULE:**

- a. A written statement shall be sent to Lot Owner on the thirtieth (30th) day after the due date and each month thereafter that a fine is outstanding and that a late fee has been assessed to the account.
- b. A judgment shall be obtained and a lien may be filed on every account that shows a fine balance being at least one-year past due. If a lien is filed, the delinquent account is assessed a lien fee. The lien shall not be released until such time as the account is paid in full. All legal and lien fees are the responsibility of the Lot Owner.
- c. After a judgment is obtained and a lien is filed on the property, should the account remain outstanding, the balance shall be sent to an attorney for collections. All legal and collection fees are the responsibility of the Lot Owner.

**This amendment supersedes all prior declarations and property rules.**

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