

RESIDENTIAL **AND** ARCHITECTURAL GUIDELINES
The Dobson Ranch Architectural Committee

Revision 8
January 24, 2019

At Desk Top after conversation

DRAFT: Subject to Change before the Workshop on
Thursday, January 31 and before BoD approval at an Open
Session.

Tentative Process:

Additional AD/HOC Input
Resident input
AD/HOC input
Attorney for Legal Opinion
AD/HOC for Discussion
To the Board Of Directors for Approval

Adopted by the Board of Directors of the Association August 17, 2017
NEW DATE, 2019

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Page numbers are not correct January 22, 2019

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DEFINITIONS

“Anywhere on the Ranch” means any location that is located within the area defined as Dobson Ranch as well as a location that is currently required to pay assessments to The Dobson Association, Inc. including the streets-see ARS § 33-1818. Also “Anywhere on the Ranch” means it’s not allowable or acceptable to merely move a vehicle to any another location within the Ranch to avoid the CCR’s. The Association has the authority to include a more strict approach for the safety, comfort, and well being of the Members.

“Awning” means a roof-like cover of fabric or metal, extending out from a house. “Carport” means an open vehicle shelter.

“Barking Dogs or Nuisance Animals”: barking or screeching for more than 5 minutes or barking or screeching at persons intermittently. A nuisance animal barking or screeching at persons walking/riding/passing a property from a legal thoroughfare shall be considered a nuisance. Something offensive or annoying to individual or to the community, is defined as from *PG 1 Residential Area Declaration of CCR’s*: “...no noxious or offensive trade or activity shall be carried on upon any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood, or which in anyway would detract from the appearance of the neighborhood;”

“Board”-refers to The Dobson Association, Inc. (Dobson Ranch Homeowners Association) Board of Directors

“Commercial Vehicle”: Includes but is not limited to: vans, buses, box trucks, tractor trailer/semis, pick-up trucks, etc.

A commercial vehicle shall be defined as any vehicle or trailer the meets any one or more of the following criteria: any type of signage, design, or lettering for advertising which advertises a commercial enterprise and/or trucks having products showing, carrying/utility racks, paint, chemicals and other commercial products visible within the bed, and any other special equipment behind the cab area.

Automobiles or family use personal vehicles: Magnets with printing that can be removed from the vehicle to allow for driveway parking, provided all other requirements are met. Simple realtor, Avon, Veyo, etc.signs are acceptable after a CCR OK.

“DRAC” Means The Dobson Ranch Architectural Committee.

“Drought Tolerant” means able to resist a prolonged period without water, or a chronic shortage of water.

“Fence” means a barrier intended to prevent intrusion or to mark a boundary. Fence includes: concrete block-any color or stucco, concrete panel, wood fence, composite material in place of wood, etc.

“Landscaping” means materials used to modify a natural landscape by altering the natural plant and ground cover.

“Light” means a source of emanating illumination.

"Member" shall mean and refer to those persons entitled to membership as provided in the Declaration (also referred to as "homeowner").

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"Member or member representative" shall also mean, renters, tenants, visitors, etc. The Homeowner is responsible for any violations. The Ranch will only speak and work with homeowners.

"Neat, Attractive, & Sightly" mean habitually clean, orderly and harmonious as determined by the Board in its sole and absolute discretion.

"Nuisance" is any: obnoxious or annoying person, thing, condition, practice, etc, including offensive or unwanted odors, i.e.: odors from compost piles of ammonia or hydrogen sulfide, rotten eggs, animal feces, etc., odors from cooking smokers, etc.

"Nuisance Odors": *"...no noxious or offensive trade or activity shall be carried on upon any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood, or which in anyway would detract from the appearance of the neighborhood;"*

"Operable Condition" includes, but is not limited to, vehicles that properly performs intended function; in working order; to include operating motor, steering mechanism, and appropriate seating.

"Oversize/Residential/Personal Vehicles" a vehicle that is registered as non-commercial, no placards, or business logos or type. It must fit on the driveway and not block the sidewalk. Oversized personal vehicles are those that cannot be stored in a 7' high garage or carport.

"Oversized Personal"-acceptable on Dobson Ranch

1. Must fit in driveway
2. Cannot have any advertising or advertising wrap
3. Must be a pick-up truck, van with windows on all sides, jeep, or similar--a bus is not acceptable
4. Must have residential registration from any state
5. Multi-passenger must fit under carport or into garage or be hidden from view

"Oversize or Commercial"

"Oversized Vehicle Business or Commercial": no vehicle shall have the following:

1. Commercial motor vehicle registration from any state
2. Placards, advertising wrap, magnetic signs, lettering of a business, etc
3. Dual Wheels
4. Over 6' (feet) high with or without racks
5. $\frac{3}{4}$ ton or more carrying capacity
6. Box Trucks, semi's, flat beds, stake body, etc
7. Multi-passenger

"Patio Cover" means a structure providing shade for an outdoor patio area, supported by posts, and firmly attached to a house wall or similar support.

"Residential Commercial Use Vehicle":

1. Automobile
 - a. Residential registration
 - b. No visible signs or placards
 - c. No wrapping with advertising for themselves or others
 - d. Ok to have Avon, Veyo, Real Estate etc. sign nor more than 12 in square
2. Non-automobile

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- a. Residential registration
 - b. No visible signs or placards
 - c. No wrapping of advertising
 - d. Passenger vehicles over 6 feet or do not fit in your garage that are used as family transportation
 - i. Passenger vehicle that are use as "Family Vehicles" but are used in conjunction for daycare, camp, children's organizations are not included
 - e. Ok to have Avon, Veyo, Real Estate etc. sign nor more than 12 in square
3. Commercial vehicle
- a. Commercial registration
 - b. Pick-up trucks or other vehicles with roof racks
 - c. Any vehicle with a utility type body or storage, etc.
 - d. Box trucks over 6 feet of any type
 - e. Multiple passenger vehicles of any type over 6 feet
 - f. Any vehicle over 6 feet that fits into your garage is acceptable

"Roof Replacement" means the removal and elimination of the existing materials and replacement with new materials.

"Roll-down Blind" or "Shade Screen" means an open mesh or adjustable slat device that provides protection from the sun.

"Satellite Dish" means a "dish" antenna that is one meter (39.37") or less in diameter and is designed to receive direct broadcast satellite service, including direct-to-home satellite service, or to receive or transmit fixed wireless signals via satellite.

"Shed/Storage Building" means any outdoor free standing or attached structure, designed for or intended for storage. **This includes a shed originally used for storage or a workshop, etc.**

"Sign" means a lettered board or other display, used to identify, provide direction or advertise.

"Solar energy device" means a system or series of mechanisms that is designed primarily to provide heating, to provide cooling, to produce electrical power, to produce mechanical power, to provide solar day lighting or to provide any combination of the foregoing by means of collecting and transferring solar generated energy into such uses either by active or passive means. Such systems may also have the capability of storing such energy for future utilization.

"Structure" means anything which is built or constructed or any piece of work artificially built up or composed of parts, including, but not limited to, buildings, fences, towers, overhead transmission lines and mechanical equipment.

"Structurally Sound" means the structure has the ability to withstand normal forces; is in good condition; solid and strong; free of defects.

"Tile Roof Maintenance" means the use of existing tiles when replacing the underlayment or making other minor repairs.

"Trash Container" means a container intended for the temporary storage of waste material, prior to collection or disposal.

"Tree" means a woody perennial plant, generally having an elongated main stem, and few branches on its lower part.

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“Trellis” means a frame of lattice work used as a screen, or as a support for climbing plants.

“Visible Yard Area” means all yard areas of a lot (except for driveways) which are visible from any street, common area, or other lot.

“Wall” means a masonry barrier intended to prevent intrusion or to mark a boundary or shield outdoor furniture.

“Watercraft” means a vessel that travels on water; see Common Area Guidelines.

“Yard, Front” means a non-uniform area extending across the entire front of a lot, which is composed of all of the non-roofed area between the front lot line and the front of the residence, plus the areas between the front lot line and lines extended from both sides of the residence, parallel to the front lot line and the two front corners of the residence.

“Yard, Street Facing Side” means the entire area between the side of a house and the right of way line of a street that is adjacent to the side of the house, and extending along the side of the house from the Front Yard to the rear lot line.

“Yard, Rear” means the area extending across the entire rear of a lot, between the rear of the house and the rear lot line.

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Section 1.0 INTRODUCTION AND AUTHORITY

SECTION 1.0.1 DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS

Under the authority of that certain document entitled Declaration of Covenants Conditions and Restrictions recorded October 23, 1973, Docket #10365 pgs. 944 – 956, and that certain document “Notice of Appointment of successor Architectural Control Committee recorded July 15, 1998, and as amended, the aesthetic quality of the subdivision shall be maintained by ~~an~~ The Dobson Ranch Architectural Control Committee (ACC) (DRAC) formed as follows and exercising its control as herein provided as well as ARS § 33-1818:

SECTION 1.0.2 ARS § 33-1818. Community authority over public roadways; applicability:

- A. Notwithstanding any provision in the community documents, after the period of declarant control, an association has no authority over and shall not regulate any roadway for which the ownership has been dedicated to or is otherwise held by a governmental entity.
- B. This section applies only to those planned communities for which the declaration is recorded after December 31, 2014.

Since the Dobson Association was incorporated in 1973, it has authority over roadways/streets.

SECTION 1.0.3 SCOPE

This ARCHITECTURAL AND RESIDENTIAL GUIDELINES shall include all violation(s) anywhere on the Ranch

SECTION 1.1 THE DOBSON RANCH ARCHITECTURAL CONTROL COMMITTEE

The ~~DRAC shall be composed of three residential property owners~~ shall be composed of three to 5 Dobson residential property owners that are domiciled in the property and appointed by the Board of Directors of the Dobson Association, commonly known as Dobson Ranch, and whose official address shall be the business office of the Association, 2719 S. Reyes, Mesa, Arizona 85202, which shall include a Board of Director Chairman in conformance with A.R.S. §33-1817. The DRAC and The Board of Directors shall establish procedures and guidelines to interpret, clarify and implement the standards and controls for architectural review of structural design, placement of buildings, landscaping, building materials, color schemes, color ranges and limits, exterior finishes, maintenance and repair of property, including property visible to common area. The Association shall be entitled to exercise its power to file an action against a defaulting Owner for a judgment or injunction for compliance with the provisions of the Declarations or the By-Laws or the Residential and Architectural Guidelines to maintain an identifiable standard, high aesthetic quality and community harmony. In the event the Association employs an attorney to enforce compliance or recover damages for any violation or noncompliance with the Association's Governing Documents, the Association shall be entitled to collect all reasonable attorney's fees and costs, whether or not a suit is filed.

SECTION 1.2 ARCHITECTURAL ALTERATIONS

Pursuant to its rule making power, the DRAC shall establish a procedure for the preparation, submission and determination of written applications for any alteration, improvement, maintenance or repair regarding the aesthetic quality of the subdivision. To obtain DRAC approval, the DRAC requires the submission of a completed architectural application (may be obtained at the office), one (1) complete set of plans (the Association retains) and specifications, including permits required by any governmental entity and a plot plan which will indicate the location of buildings, fences, and any other structure to be installed, as well as the materials to be used. This included shed/storage/workshop

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whether pre-fabricated or newly constructed.

SECTION 1.3 DOBSON RANCH ARCHITECTURAL CONTROL COMMITTEE MEMBERSHIP

See The DRAC Committee Charter

~~In the event of the death, disability, resignation or removal of any member of the ACC, the remaining member or members shall constitute the ACC and shall exercise all the rights and powers granted to, and shall have all the duties and liabilities imposed upon, the ACC by the above referenced Declaration and shall appoint a new member to replace and to exercise the rights and powers of, and to have all the duties and liabilities of, the deceased, disabled, resigned or removed member.~~

SECTION 1.4 THE DOBSON RANCH ARCHITECTURAL CONTROL COMMITTEE AUTHORITY

The DRAC shall exercise the rights and powers granted to it ~~by the Declaration, but may appoint and designate, by a majority vote, a representative who shall have authority to exercise those rights and powers and who shall have those duties and liabilities, on behalf of the ACC, until the ACC, by a majority vote, shall revoke his appointment and designation.~~ by the Board of Directors and shall have the duties and liabilities imposed upon it.

SECTION 1.5 ASSOCIATION SELF-HELP AUTHORITY

In the event an owner of any lot is in violation of these Architectural Guidelines, the Association may make a finding to such effect:

1. Specifying the particular condition or conditions which exist, and pursuant thereto give notice thereof to the offending owner that unless corrective action is taken within fifteen (15) days, the Association may cause such action to be taken at said owner's cost.
2. Precautions shall be taken by owners to prevent debris and other materials from being deposited in the lakes, common area or adjoining lots.
3. The Association shall have and exercise the right to trim vegetation growth into the lake or common area from neighboring lots.
4. The Association may maintain property which it does not own, or is property dedicated to the public, if the Association Board determines that such maintenance is necessary or desirable to maintain the Ranch-wide standard, such as in the following circumstances: the lot or property is in foreclosure and / or vacant; damage caused by a motorist; the lot or property is in an immediate, unsafe condition; the owner has a verified hardship, illness, or financial circumstance. There may be conditions unforeseen at this time; the Board will make a determination in that instance on a case by case basis.
5. The Association shall not be liable for any damage or injury occurring on or arising out of the condition of property which it does not own.
6. The costs associated with clean-up, maintenance, repair, and replacement ~~should~~ shall be at the owners' expense.

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SECTION 1.6 APPEAL / VARIANCE

1.6.1 DOBSON RANCH ARCHITECTURAL REVIEW PANEL, ARCHITECTURAL APPEAL PROCESS

The DRAC Review Panel shall be governed by The Board of Directors. Any quorum of the Board of Directors shall be the panel to review appeals and requests for reconsideration of denial from the DRAC. Applicants/ Members may appear before the Dobson Ranch Architectural Review Panel and present facts and documents which will clarify the case and support their position. Staff may provide information and rebuttal to the DR Architectural Review Panel based on available records. The Dobson Ranch Architectural Review Panel will take all appeals under advisement and forward their recommendation, in writing, to the DRAC within five (5) working days. In addition, staff may forward a similar report to the DRAC for consideration. All decisions will be based on the merit of facts, written guidelines, maintaining continuity of neighborhoods and precedent, either for or against. **No position will be taken contrary to the deed restrictions.** The entire review process shall take no more than twenty-one (21) days, subject to ongoing negotiation with the member. Positions taken and recommendations made by the Dobson Ranch Architectural Review Panel are advisory **final**.

~~The ACC shall appoint a five (5) member panel of members ("Architectural Review Panel"), any three (3) of which will review requests for reconsideration of denial from the ACC. This Architectural Review Panel may make advisory recommendations to the ACC regarding the recommended disposition of the appeal. Applicants may appear before the DRAC Architectural Review Panel and present facts and documents which will clarify the case and support their position. Staff may provide information and rebuttal to the Architectural Review Panel based on available records. The Architectural Review Panel will take all appeals under advisement and forward their recommendation, in writing, to the DRAC within five (5) working days. In addition, staff may forward a similar report to the DRAC for consideration. All decisions will be based on the merit of facts, written guidelines, maintaining continuity of neighborhoods and precedent, either for or against. No position will be taken contrary to the deed restrictions. The entire review process shall take no more than twenty-one (21) days, subject to ongoing negotiation with the member. Positions taken and recommendations made by the Architectural Review Panel are advisory only and will be limited to assisting the ACC in reaching a final decision.~~

1.6.2 VIOLATION APPEAL PROCESS

Any member who has received a violation notice (notice beyond the "Friendly Reminder" (courtesy letter)) will be given an opportunity to be heard at an appeal hearing with the Dobson Ranch Board of Directors. The hearing request must be received in writing within 15 calendar days after the date of the notice. The appeal hearing will be scheduled as a closed executive session **from 3 to 7 weeks prior to the next** scheduled Board meeting. The member will have the right to give testimony, subject to reasonable rules of procedure established, to assure a prompt and orderly resolution of the issue at hand. The decision of the Board is final.

All appeals shall go to the Board of Directors. Increase the appeals process time to be 45 days and be reviewed during an Executive Session on the same date as the next scheduled ??? BOD meeting. Executive sessions to generally be just before the open session. NOTE TO RON

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1.6.3 VARIANCES

The DRAC may authorize variances from compliance with any provision of these Architectural Guidelines in circumstances where the design meets the intent of the provision sought to be varied and where granting of the variance would enhance design, innovation and excellence, or when circumstances such as topography, natural obstructions, hardship, or aesthetics or environmental considerations so require, and the DRAC determines in its sole discretion, that the objective of the particular requirement can still be achieved. No variance shall be effective unless in writing and signed by the DRAC or parties appointed by the DRAC. No variance may be contrary to the Association's governing documents. For the purposes of this section, inability to obtain approval from any governmental agency, issuance of any permit, or terms of any financing shall not constitute a hardship.

SECTION 1.7 BUILDING PERMITS

The DRAC approval is required in addition to obtaining required permits required by the City or any governmental entity. Prior to the redesign or addition to any home, shed, workshop, or walls, etc. the DRAC recommends requires that the member obtain information from the office regarding variances, setbacks, deed restrictions, guideline requirements and other limits. It is advisable that the designer, architect and/or builder be cognizant of all City of Mesa building code requirements.

Have all permits obtained before approval or, have approval pending city issues permits. No approval without permits for all work requiring city permits.

SECTION 2.0 THE DOBSON RANCH ARCHITECTURAL CONTROL COMMITTEE RULES AND REGULATIONS ARE AS FOLLOWS:

SECTION 2.1 ANTENNAS

No antenna for the transmission or reception of television, or radio signals, wireless internet, etc. shall be erected, used or maintained outdoors on any property within Dobson Ranch, whether attached to a building or structure or otherwise, unless approved by the DRAC, or otherwise in compliance with the Federal Communications Commission's Over-the-Air Reception Devices Rule ("OTARD") (46 C.F.R. Section 1.4000).

Satellite dishes exceeding one (1) meter in diameter are allowed subject to the following stipulations:

1. An owner must submit an Architectural Application Form with the proposed placement of the dish, and the manner in which all portions of the dish are to be screened from neighboring properties, common areas or streets.
2. Ground mounted only with all wiring to be underground.
3. Dishes shall be maintained and in good working order.
4. All wiring extending from the dish must be visually integrated with and painted the color of the building.

Satellite dishes that are one (1) meter or less in diameter are allowed subject to the above stipulations, but may be roof mounted if the site plan submitted is in accordance with Section 207 of the Telecommunications Act of 1996. (Summary available at office) Upon written demand from the Association to the property owner, any existing or non-conforming antennas shall be promptly removed within 14 days.

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SECTION 2.2 IMPROVEMENTS AND ALTERATIONS

2.2.1 IMPROVEMENTS AND ALTERATIONS

No building, fence, wall, patio, pool, residence or other structure that is visible from the streets, sidewalks or common areas shall be commenced, erected, maintained, painted, improved, altered, made or done without the proper written approval of the DRAC.

The DRAC shall have the right to deny any Architectural Application Form which, ~~in its opinion,~~ "does not adhere to the governing documents or does not maintain the uniform aesthetic of the neighborhood" or is not suitable or desirable for aesthetic or structural reasons or does not conform to the community documents. In making a decision to approve or deny any Architectural Application Form, the DRAC shall have the right to take into consideration the suitability of the proposed building or other structure; the materials of which it is to be built; the site upon which it is proposed to erect the same; the harmony with the surroundings thereof; and the effect of the building or other structure as planned on the outlook from the adjacent or neighboring property. All subsequent additions, changes or alterations in any building, fence, ground mounted basketball hoop, wall or other structure, shall be subject to the prior approval of the DRAC. No changes in or deviations from such plans and specifications once approved shall be made without written approval of the DRAC.

The DRAC recommends, as to any of the requirements above, that preliminary plans be submitted prior to the development of final working drawings. ~~Please receive approval from HOA before obtaining City of Mesa permits.~~

~~In this section I would require construction time limit based on the scope of the project. This will give us recourse if a project is disruptive to the neighbors. I would add here that ARC submittals will be reviewed and approved within 30 days. Most will not require that much time, but, it is better to give the committee a bigger window of time to approve submittals in case additional information is needed. In the third paragraph, I would add: The ACC requires, as to any of the above, that preliminary plans be submitted.~~

2.2.2 PORTABLE MOVING CONTAINERS AND DUMPSTERS

Portable moving containers and dumpsters (including bag / soft sided dumpsters) are permitted on a lot as a temporary circumstance for up to fourteen (14) days, with prior notification to the Association of time frames, subject to request for additional extension. Dumpsters and containers shall not block any street or sidewalk.

2.2.3 PORTA POTTY / PORTABLE TOILET RENTAL

A member may be allowed to have only one (1) port-a-potty / portable toilet rental located in the front of the property for the purpose of supporting the construction schedule. The maximum size is to be single-standard occupancy. The port-a-potty /portable toilet rental must be cleaned at a minimum of one (1) time per week.

SECTION 2.3 EXTERIOR COLORS

All plans and specifications should also include the detail of the exterior colors, including all exterior surfaces and roofs. The DRAC does not intend to be unduly restrictive in the use of exterior surfaces, or colors, however, they must be generally compatible with the other buildings in the neighborhood. All colors for exterior surfaces will be taken from the Dobson Ranch Color Code ("DRCC") which shall consist of a color palette range. This color range will include base and trim colors that are compatible with the architectural style, age, theme and other factors. The colors of a residence, base and trim,

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may not be extended to include the fence unless approval is expressly given by the DRAC. A copy of the DRCC is available at the business office and recreation centers for color selection. Any repainting, redecorating or other change of an exterior surface will require approval of the DRAC. Any repainting of an existing non-conforming color must be approved by the DRAC and the re-paint color selected taken from the DRCC to bring the project into compliance. Exterior paint should be maintained and/or repainted when the existing paint has deteriorated to a point to present noticeable changes in appearance to the property.

SECTION 2.4 BILLBOARDS AND SIGNS

2.4.1 BILLBOARDS AND SIGNS

No billboards or other unsightly objects shall be erected, placed or permitted to remain on any residential lot except one (1) Real Estate type sign offering property for sale or rent, provided that said sign is industry standard in size; ~~no noxious or offensive trade or activity shall be carried on upon any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood, or which in any way would detract from the appearance of the neighborhood.~~

2.4.2 POLITICAL SIGNS

Political signs should be placed no earlier than seventy-one (71) days prior to the day of election and remain no later than three (3) days after the election; one per candidate per street frontage; as per the City of Mesa Zoning Ordinance Chapter 41, political and campaign signage.

2.4.3 TEMPORARY SIGNAGE

Temporary signage advertising a contractors' business which is currently performing work on the lot is permitted for the duration the work is actively occurring; to be removed at completion.

2.4.4 Political signs, referenda signs, or any political signs depicting removal, changes or the like shall not be displayed anywhere on residential lot that is not in accordance with the City of Mesa Zoning Ordinance Chapter 41, "Political and Campaign Signage".

2.4.5. Political signs, or any signage, except real-estate for sale signs, shall not be displayed facing any common area where the location is clear that a public street is not in view. *LEGAL OPINION NEEDED*

SECTION 2.5 RUBBISH AND DEBRIS

Rubbish and debris should not be allowed to accumulate on any lot and the property owner shall be responsible for all clean-up and maintenance.

SECTION 2.6 CLOTHES DRYING FACILITIES

All clothes drying facilities shall be placed and maintained exclusively within a fenced service yard or otherwise concealed, and shall not be visible from the ground level of neighboring property or from the street, sidewalk or common area.

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Section 2.7, 2.8, 2.14, 2.14.2, 2.20 – Require plans and permits (as required by the city) for these sections.

SECTION 2.7

STORAGE SHEDS, GREEN HOUSES, AND PERMANENT STRUCTURES

2.7.1 STORAGE SHEDS, GREEN HOUSES, AND PERMANENT STRUCTURES

Storage sheds, green houses, pools, animal pens, bird cages, playhouses or visible gas tanks are not permitted in the front or side yards of any lot, nor on any lot facing the common areas. These items are permitted in the rear yards, but are not to extend more than twelve (12) inches over the existing six (6) foot fence, and must have prior approval from the DRAC. All such structures will be held to the same level of appearance and maintenance as houses. Above ground pools require appropriate screening to shield from common areas.

2.7.2 SUN SHADES, GAZEBOS, AND PERGOLAS

Sun shades, gazebos, and pergolas' height shall be reviewed on a case by case basis and require approval from the ACC.

2.7.3 MAILBOXES

The location and design of all mailboxes requires The DRAC approval prior to installation. USPS standards on mailbox specifications, placement, and positioning must be followed. Mailboxes and supporting posts are to be kept in good condition and adequately painted.

SECTION 2.8 SPECIFICATIONS BUILDING, GARAGE AND CARPORT

No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one (1) detached single family dwelling not to exceed two (2) stories in height and a private garage or carport. No carport or garage may be enclosed or converted into livable area. Carports may be converted into garages only with prior approval from the DRAC. No dwelling shall be erected or planned on any lot having an area of less than 4,500 square feet.

SECTION 2.9 VEHICLES

2.9.1 VEHICLES

No mobile homes, travel trailer, tent trailer, trailer, recreational vehicle, motorhome, detached camper, boat, boat trailer, box truck, semi-truck / tractor-trailer, ATV, off-road vehicle or race car shall be parked on any street, driveway, carport, front or side yards. Such vehicle or equipment when parked in a rear or side yard may not exceed the height of the fence, and may not be visible from the sidewalk, street, common area or neighboring lot. In addition, any vehicle over 6 feet in height, and not considered a residential use vehicle, shall not be parked or stored on any lot or street within Dobson Ranch HOA. Vehicles stored in a garage or not visible from the street, common areas or neighboring lots are acceptable.

No commercial vehicles shall be parked as so to be visible from neighboring property, common area or street, except for those that may not be restricted from parking pursuant to Arizona Law.

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2.9.2 TEMPORARY PARKING

1. Mobile homes, motor homes, boats, recreational vehicles, trailers, campers, **commercial vehicles**, or other similar vehicles shall not be parked on any public street or on any residential lot **within Dobson Ranch**.
 - a. Except for periods of up to ~~forty-eight (48) hours within seven (7) consecutive~~ **9 hours** during daylight hours. **This courtesy is allowed once in any calendar month between the times of 7am and 4pm days** for the purposes of loading, unloading, and cleaning such vehicles.
Or
 - b. Recreational vehicle, trailers, etc. as listed in number 1, shall not be parked on any Dobson Ranch street or lot. As a courtesy, there are 5 spaces available on a first come, first served basis by notifying the Administration that a space is needed due to any condition that the recreational vehicle, trailer, etc. cannot be parked at a proper off Dobson Ranch site.
2. The Association must be notified: **in writing by email or letter, or a telephone call to the Administration office, (and the Member shall record the tracking number), of the necessity and timeframe *beforehand*.**
3. Such vehicles may not be occupied by guests or any persons and ~~should~~ **shall not be parked as to not create an obstruction of any type. For example, but not limited to: blocking the sidewalk, blocking the handicap street crossing, parked facing traffic, etc. (If not parking, remove)**
4. This provisional grace period is a courtesy, revocable if misused. **A total of 3 violations in any rolling 36 month period of time shall result in habitual offender fines.**

2.9.3 STORING OF VEHICLES

1. No vehicle of any type which is abandoned or inoperable shall be stored or kept **on any lot or Dobson Ranch Street within this subdivision** in such a manner as to be seen from any other lot or from any streets or alleyways **or common areas** within any subdivision.
2. Vehicles that are **continuously covered or protected via car covers for more than 72 hours are considered storage. *All storage must be out of sight or in the garage.***
3. Vehicles which are unlicensed, lack a current registration or are otherwise unsafe for road use shall not be parked or stored so as to be seen from the street **or common area or neighboring lots.**
4. This restriction shall also apply to "off road" or all-terrain vehicles **and may not be parked/stored on any Dobson Ranch HOA street or lot.**

2.9.4 WORK, FARM, COMMERCIAL, BUSINESS TYPE VEHICLES

No vehicle of any type that is used as or appears as a work or business vehicle, with or without decals, placards, or permanent or temporary signage, may not be parked or stored on any lot or street except as allowed by Arizona Statutes for emergency vehicles. These vehicles may be stored or parked in any garage or lot that is not visible from the public streets or common areas.

2.9.5 STORAGE CONTAINERS

Storage containers of any type shall not be stored on any lot or any street. This applies to any location, including sub-associations, where the container is visible from the street or common areas. From time to time, for example, a Member/Resident is moving out of or into the Ranch, or remodeling, etc. a telephone call or email will be recorded for temporary use and let the association know when the container will be removed. Temporary is defined as no more than two weeks. All storage containers shall require a written consent of an Association employee. The written consent will contain the

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reason, length of time, and the date of removal.

2.9.6 DEMO/DUMPSTERS/ROLL-OFF-CONTAINERS

Demo/dumpster/roll-off containers of any type shall not be stored on any lot or any street. This applies to any location, including sub-associations, where the container is visible from the street or common areas. From time to time, for example, a resident is moving out of or into the Ranch, or remodeling, etc. a telephone call or email will be recorded for temporary use and let the association know when the container will be removed. Temporary is defined as no more than two weeks. All storage containers shall require a written consent of an Association employee. The written consent will contain the reason, length of time, and the date of removal.

SECTION 2.10 HOLIDAY LIGHTS AND DECORATIONS

Holiday decorations will not require approval if installed no earlier than thirty (30) days before a holiday and removed no later than twenty-one (21) days after a holiday. Any variation from these time periods will require approval of the DRAC. The DRAC reserves the right to request reasonable modifications to holiday decorations if deemed appropriate.

SECTION 2.11 OUTSIDE LIGHTING

Outside Lighting - Spotlights, flashing lights, floodlights and other similar lighting may not be placed and utilized upon any lot in any way which would disturb or interfere with the enjoyment and privacy of an adjoining lot(s) or common area.

SECTION 2.12 VISIBLE YARD AREAS

2.12.1 VISIBLE YARD AREAS

Visible yard areas shall be landscaped. Landscaping may consist of grass, trees, plants, shrubs, decorative stone, artificial turf, or other materials approved by the DRAC. However, all visible yard areas shall have and maintain a minimum of one (1) live tree (fifteen (15) gallon size or larger) and two (2) live shrubs (five (5) gallon size or larger). Desert/Xeriscape landscaped yards require a fifteen (15) gallon desert tree or ocotillo or cacti that grow more than 10 feet in height and two (2) live desert type plants five (5) gallon size or larger.

2.12.2 YARD AREAS PROHIBITED USES

1. Visible yard areas shall not be used for any purpose other than landscaping.
2. The prohibited uses of visible yard areas include but are not limited to the erection or maintenance of metal tanks or storage sheds, storage of trash containers, the placement or storage of cords of wood or equipment of any nature, or storage or parking of any vehicle.
3. The DRAC may through express written approval permit an otherwise prohibited use of the visible yard areas.
 - a. In particular, additional parking may be added to a lot upon first obtaining written approval of the DRAC, provided that such additional parking is contiguous to the existing driveway and is constructed of the same material as the existing driveway.
 - b. In no event, however, shall parking or construction of a driveway be permitted within six (6)

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feet of a neighboring structure or, in the case of a corner lot (except in the original driveway), within the triangular area formed by the street property lines and a line connecting them at points sixty (60) feet from the intersection of the street lines or in the case of a rounded property corner from the intersection of the street property lines extended.

4. The intent of the DRAC is to prohibit the parking of vehicles in side yards, streets, or side of corner lots.
5. No noxious or offensive trade or activity shall be carried on upon any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood, or which in any way would detract from the appearance of the neighborhood.

2.12.3 CARE OF PROPERTIES

All lots in this subdivision shall be at all times kept free of rubbish and litter; weeds and grass shall be maintained as to present a tidy appearance. The yards and grounds in connection with all improved properties must be at all times kept in a neat and sightly condition and shall be cultivated, watered and planted to any extent sufficient to maintain an appearance not out of keeping with that of typical improved properties in this subdivision with plants and trees. Yards in the Dobson Association will generally be of two types: turf/grass (including artificial grass) or desert landscaping. Either type will show a scheme and design, evidence of maintenance and upkeep and periodic renewal. The total front and side yard landscaping shall not be comprised of over 50% cement and/or brickwork. In no case will bare dirt or rock only be permitted. During prolonged absence, owner of said lot agrees he will arrange for the care of the property during such absence.

2.12.4 GRASS LANDSCAPING

1. Winter Grass is not a requirement. Lawns not over seeded during the winter season are to be maintained (mowed, weeded, and edged).
2. Summer grass is to be maintained (green, mowed, weeded, and edged).
3. Artificial grass is to be maintained (cleaned, brushed, and replaced as necessary) to ensure an appearance that mimics real, live turf. Mimics live turf also means green in color.

SECTION 2.13 ANIMALS, PETS (BARKING DOGS, PARROTS, NUISANCE ANIMALS, ETC.)

Only commonly accepted house pets are permitted and then are not to exceed three (3) in number, and then may not be bred and sold, or raised in any way for commercial purposes or personal purposes, including giving/granting to others at no cost or obligation. No owner, renter, occupant, etc. may keep any nuisance animal that is an annoyance or nuisance to the neighborhood for any period of time. Example: An animal that is a nuisance intermittently over a period of time. A CCR inspector will visit the site, shall observe the nuisance, and progress to a violation as stipulated in the violation process.

SECTION 2.14 ROOF MAINTENANCE

2.14.1 ROOF MAINTENANCE

Each roof and portion thereof that is visible from the streets, sidewalks or common areas shall be maintained, repaired and kept in compliance with the Dobson Association Residential Architectural Guideline standards of aesthetic quality. Specifically, roofing material (including shingle, shake, tile, etc.) must be replaced or repaired when it is or becomes worn, damaged, torn, broken, discolored, weather-beaten or otherwise unsightly due to disrepair. The DRAC recognizes that these repairs and maintenance may be expensive in certain situations. Therefore, pursuant to its power to make and enforce rules the DRAC will extend the period of time to make such repairs up to three (3) months after receiving notice from the Dobson Association.

2.14.2 SOLAR DEVICES

It is recommended that solar roof panel plumbing match the home color and be placed to look like an integrated part of the roof design, mounted directly to the roof plane. Any solar equipment shall be maintained in safe and operable condition.

SECTION 2.15 FENCES AND GATES

2.15.1 FENCE MAINTENANCE

1. Each fence or wall and any portion thereof that is visible from the streets, sidewalks or common areas or neighboring lot shall be maintained, repaired, and kept in compliance with the Dobson Association DRAC standards of aesthetic quality.
2. Fences and walls and any portion thereof must be repaired if they are concrete block or if not, walls must be replaced with concrete block when they are or become worn, damaged, broken, discolored, weather-beaten, or otherwise unsightly.
3. The owner can replace or repair fences or walls with gray or colored block but if the new block does not match existing colored block (or the block is gray) then the owner will be required to paint the entire wall so that it is one uniform color, to be approved by the DRAC.
4. Any repair to or replacement of a portion of a wall or fence must be accomplished in such a manner so that the repaired or replaced portion is uniform in appearance with the surrounding portions of the wall or fence which are not repaired or replaced.
5. Non-block material for the repair or replacement of fence or walls is not acceptable. The DRAC may deny any improvements or repairs which, in its opinion, are not suitable or desirable for aesthetic or structural reasons. In making such a determination, the DRAC shall have the right to consider the nature of the repair or replacement, the materials used in the repair or replacement, the harmony with the surroundings that will result from the repair or replacement, and the effect of the repair or replacement on the appearance of the property from the adjacent or neighboring properties.
6. The following materials are specifically mentioned as not permitted in accordance with the overall theme of the Dobson Ranch: plastic, chain link or wire mesh, lattice, plywood, used wood, bamboo panel fencing, new wood slats mixed with existing aged wood and corrugated metal.

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2.15.2 UNIFORM PAINTING

Uniform painting of the exterior surface of fencing separating arterial streets, collector streets and thoroughfares from the lots and common area of the Association, or separating lots from the common area, painted surface color shall be "Rustic Taupe DE6129" or equivalent.

2.15.3 LAKE FRONT FENCING

Where a lake front property owner desires fencing parallel with the shoreline, such fence must not be solid for more than a height of three (3) feet. The area above the three (3) foot limit, if desired by the owner to be fenced, must be of wrought iron style. Where fence meshing is desired in order to screen wrought iron sections, material must be approved by the ACC who will determine the aesthetic continuity on a case by case basis. Lake front property owners should be aware that the shoreline is not the lot property line which may, in fact, be set back from the water.

2.15.4 GATES

Gates must be kept in compliance with the Dobson Association DRAC standards of aesthetic quality. Gates must be maintained, repaired, or replaced when they are or become worn, damaged, broken, discolored, weather-beaten, or otherwise unsightly.

2.15.5 GOLF PROTECTION NETTING

Specific screening / protection devices designed to help protect against damage due to golf balls are allowed per the following guidelines. A framed, sturdy net may be installed. The frame should be a minimum of two (2) inches diameter or width. The frame shall extend across the top and bottom and both sides of the net. The frame shall not exceed twenty-four (24) inches higher than the peak of the roof. An upright support may be required every eight (8) to ten (10) feet depending upon the length of the screen. The net material shall be three-fourths ($\frac{3}{4}$) inch vinyl coated golf net, black in color. The golf net shall be affixed with lacing on all four sides. The frame shall be painted the color compatible with the home or adjacent wall. Any screening requires the DRAC review / approval; shall be structurally sound and maintained in good repair.

SECTION 2.16 WINDOWS AND AWNINGS

No metal or rigid plastic awnings of any nature whatsoever shall be installed on the outside of any structure in the Association, and only canvas or other type of woven material that first shall have been approved by the DRAC will be permitted. All broken windows will be repaired in a timely manner and shall not be covered with aluminum foil or other unsightly, torn or broken material.

SECTION 2.17 TREES

No trees, shrubs or planting of any kind on a lot owner's property shall be allowed to overhang or otherwise to encroach upon any public right-of-way, bicycle path or any other pedestrian way or any other property in the Dobson Association including another lot from ground level to a height of seven (7) feet without the prior written approval of the DRAC. Dead tree stumps must either be cut below ground level or the stump be "ground" so as not to be visible from the street. Trees, shrubs or plantings must be maintained with significant dead foliage / limbs removed. All palm trees must be trimmed on a regular basis to remove any dead or brown fronds from palm trees in front yards and rear yards.

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SECTION 2.18 FLAGPOLES AND FLAGS

1. Residents are allowed to display not more than two (2) of the following flags: the American flag; official or replica flag of the United States army, navy, air force, marine corps or coast guard flag; the POW/MIA flag; the Arizona State flag; an Arizona Indian nations flag; the Gadsden flag; on temporary as well as permanent flagpoles.
2. Height and width of flagpole must be in proportion to the home, but its height cannot exceed the home's height and requires approved by the DRAC.
3. Flags must be clean and mended when necessary. When worn, flags must be removed.
4. Flag etiquette must be followed as listed in the American Legion's "Standards of Respect".

SECTION 2.19 WATERCRAFT

All watercraft used on the lakes shall be registered annually. All watercraft shall be maintained in operable condition. On lakefront property, visible from common area / common area lakes, stored watercraft are limited to 3 per property. Watercraft must be registered with the Arizona Game and Fish.

<https://www.azgfd.com/boating/registrationfaqs/>

Watercraft/Boating FAQ's

"All motorboats must be registered in Arizona regardless of their size, construction, or type and size of motor. This includes, for example, inflatable rafts, sailboats and canoes with motors (including electric motors). Exception to the registration requirement include watercraft used solely as lifeboats and those documented by the U.S. Coast Guard."

SECTION 2.20 DOCKS

For each lot which abuts a lake common area, there is also created an easement for the purpose of construction of a dock over the common areas owned by the Association; beyond the seawall. Said dock ~~to~~ can be cantilevered and ~~to~~ extend no more than six (6) feet onto said common area; over the water. The plans for said the dock shall be submitted in advance of construction to the DRACC for prior approval. Docks are to be structurally sound and maintained in good repair.

SECTION 2.21 HOME OCCUPATION BUSINESS

Home Occupation business shall mean any occupation or profession carried on by an owner or resident/renter/lessor of the residential premises, and which is clearly incidental to the use of the structure for dwelling purposes and which does not change the exterior character of the premises. Such home occupation-business shall not produce regular customer traffic, provide for more than one (1) employee (one (1) extra parking space above the minimum for a residence is required). Shall not allow for retail sales or retail sales display, not allow for the warehouse style storage or stocking of products (storage of small quantities of "sample products" is permitted), not allow for the storage of fleet vehicles and all business shall be conducted indoors or within an enclosed yard that is screened from public view (no outdoor storage or display of products).

SECTION 2.22 VIOLATION ENFORCEMENT PROCEDURES

See compliance process of violation enforcement procedures.

SECTION 2.23 PERSONAL LIABILITY

No member of the Board, or any committee of the Association, or any officer of the Association, or the Executive Director Community Manager shall be personally liable to any owner, or to any other party, including the Association, for any damage, loss or prejudice suffered or claimed on account of any act,

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omission, error, or negligence of the Association, the Board, the Manager or any other representative or employee of the Association, or The DRACC, or any other committee, or any officer of the Association provided that such person has, upon the basis of such information as may be possessed by him, acted in good faith, without willful or intentional misconduct.

SECTION 2.24 THE DOBSON RANCH ARCHITECTURAL CONTROL COMMITTEE AUTHORITY

In the event inconsistency between these rules and the Declaration of Covenants, Conditions and Restrictions, the Covenants, Conditions and Restrictions shall control. The waiver by the The DRAC of any rule or regulation hereof shall not be construed as a waiver of any other rules or regulation. Failure to exercise any of the rules and regulations stipulated herein for any one (1) property owner shall not be a waiver of the right to enforce these rules and regulations for any subsequent property owner. Pursuant to the 1998 filing, the Board of Directors.

All costs incurred gaining compliance will be applied to the members' account.

HABITUAL OFFENDER DEFINED:

HABITUAL OFFENDER FINES AND DEFINITIONS: CONTINUING, PERSISTANT, RECURRING

Habitual/Chronic CCR violations offender is a member that is receiving the third, or more Friendly Reminders or fines/fees for non-compliance in any 18 or 36-month rolling period for the same violation, depending on the class of violation.

The following items apply to anywhere within Dobson Ranch

Habitual/Chronic or non-Compliant Offender-anywhere on Dobson Ranch

Habitual/Chronic fines and fees will generally not be waived:

- A. First Habitual Offender fine: only 50% can be waived by the BoD
- B. Second of more habitual offender fines shall not be waived

As defined by the Board of Directors

If more than ~~five~~ **two** violation notices "Friendly Reminder" notices have been sent regarding the same category, upon the third violation from the same category or section ~~the specific categories of 2.9.1, 2.11.2, or 2.12.1, within the previous 12~~ any 18-36 month rolling calendar period, habitual offender fines ~~can~~ shall be assessed. The rolling period shall begin with the first violation "Friendly Reminder" has been sent, whether a fine is levied or not and continue with any rolling 18-36-month period. Notices of habitual offenders begin with the second "First Violation Letter" and ~~will be given~~ **stated** if the ~~that a~~ property falls into the habitual fining category ~~with the fines shall be assessed as follows according to the class of the violation:~~

RE-write of above paragraph without the strikeouts-

If more than **two** violation notices regarding the same category, upon the third violation from the same category or section within any 18-36-month rolling calendar period, habitual offender fines shall be assessed. The rolling period shall begin with the first violation, whether a fine is levied or not and continue with any rolling 18-36-month period. Notices of habitual offender fines begin with the second "Friendly Reminder/Courtesy Letter" and **stated** if the property falls into the habitual fining category the fines shall be assessed. Habitual offender fines and definition can be located in the Architectural and Residential Guidelines policy document on the website or delivered t

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Class 1-Routine/Normal Maintenance

Class 1 Violations

1. Weeding
2. Mowing
3. Recycle/Garbage/Yard Waste Bins
4. Grass/Landscape Maintenance
5. Holiday Lights
6. Blithe
7. Trash Receptacles
8. Wood Fence/Metal Bolts and Screws
9. Debris/Tree Branches
10. Trees/ Palm Trees/Trimming
11. Damaged/Missing Shingles/Roof Tiles
12. Plant Trimming
13. Inadequate or missing Tree-Re-plant 15-gal Tree or Equivalent Xeriscape Plant

Class 1 Compliance Process and Fines--First or Second Violation:

1. Day 1: A Violation is observed, "Friendly Reminder"/"Courtesy Letter is sent giving 14 days to respond and /or correct the violation. The owner member is granted 14 days, from the date of the postmark, to respond and/or correct the violation.
2. Day 15: if the violation still exists and there has been no communication from the member-a "First Violation" letter is sent giving 10 days to respond and /or correct the violation with an opportunity to appeal. The 10 days shall begin, from the date of the postmark, of the letter.
3. Day 25: if the violation still exists and there has been no communication from the member-a "Second Violation" letter is sent giving 10 days to respond and/or correct the violation with an opportunity to appeal, a \$75.00 fine is charged the member. The Community Manager can waive the fine with satisfactory compliance.
4. Day 35: If the violation still exists and there has been no communication from the member-a "Final Violation" letter is sent giving 10 days to respond and /or correct the violation with an opportunity to appeal, a \$125.00 fine is charged to the member. Only The Board of Directors can waive the fine with a satisfactory compliance.
5. Day 45: If the violation still exists and there has been no communication from the member-a "Pre-Attorney Notice" letter is sent giving 10 days to respond and /or correct the violation with an opportunity to appeal. Owner is advised that additional fines and fees will be assessed and the approximate amount which can change without notice.
6. Day 55: if the violation still exists and there has been no communication from the member-the violation is referred to the Association attorney for legal remedy, a \$100.00 administrative fee is charge to the member. Only The Board of Directors can waive the fine with a satisfactory compliance on the first violation but not legal fees.

Class 1 Habitual Fines: Compliance Process:

1. Day 1: A Letter notifying there is a third violation for the same CCR infraction. The member has 10 days to comply or a \$75.00 fine is levied.
2. Day 11: A re-inspection-if not in compliance, the 75.00 fine is levied.
3. Day 21: A re-inspection-if not in compliance, a \$10.00 per day additional fine and until the violation is corrected. After 30 days the member is referred to the Association attorney for legal remedy, a \$200.00 administrative fee is charge to the member.

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Class 2- Minor/Major but Costly Maintenance and Repair

Due to the cost of compliance, a Class 2 violation could require the Code Compliance Inspectors to work with and obtain an agreement with each homeowner in order to achieve compliance. Usually requires Contractors/Season/Financing-Work with CCR personnel for completion dates.

Class 2 Violations

1. Paint/Trim/ Facia/Gable/Body
2. Damaged Concrete/Asphalt
3. RV Gates
4. Garage Doors
5. Masonry Walls Concrete Panel Fence
6. Bare Dirt
7. Trees/Palm Trees-Replacing
8. Tree Stump Removal
9. Roofs/Damaged/Missing/Roof Tiles or Shingles
10. Additions-Room, Changing Entrance
11. Boat Docks
12. Additions-Gazebos, Pergolas, etc

Class 2 Compliance Process and Fines--First or Second Violation:

1. **Day 1:** A Violation is observed, "Friendly Reminder"/"Courtesy Letter is sent giving 14 days to respond and /or correct the violation. The owner member is granted 14 days, from the date of the postmark, to respond and/or correct the violation.
2. **Day 15:** if the violation still exists and there has been no communication from the member-a "First Violation" letter is sent giving 10 days to respond and /or correct the violation with an opportunity to appeal. The 10 days shall begin, from the date of the postmark, of the letter.
3. **Day 25:** if the violation still exists and there has been no communication from the member-a "Second Violation" letter is sent giving 10 days to respond and/or correct the violation with an opportunity to appeal, a \$75.00 fine is charged the member. The Community Manager can waive the fine with satisfactory compliance.
4. **Day 35:** If the violation still exists and there has been no communication from the member-a "Final Violation" letter is sent giving 10 days to respond and /or correct the violation with an opportunity to appeal, a \$125.00 fine is charged to the member. Only The Board of Directors can waive the fine with a satisfactory compliance.
5. **Day 45:** If the violation still exists and there has been no communication from the member-a "Pre-Attorney Notice" letter is sent giving 10 days to respond and /or correct the violation with an opportunity to appeal. Owner is advised that additional fines and fees will be assessed and the approximate amount which can change without notice.
6. **Day 55:** if the violation still exists and there has been no communication from the member- the violation is referred to the Association attorney for legal remedy, a \$200.00 administrative fee is charge to the member. Only The Board of Directors can waive the 50% of the fines with a satisfactory compliance but not legal fees.

Class 2 Habitual Fines: Compliance Process

1. **Day 1:** A Letter notifying there is a third violation for the same CCR infraction. The member has 10 days to comply or a \$125.00 fine is levied.
2. **Day 11:** A re-inspection-if not in compliance, a \$125.00 additional fine is levied.
3. **Day 22:** A re-inspection-if not in compliance, a \$20.00 per day additional fine shall be levied. After 30 days, the violation is referred to the Association attorney for legal remedy, a \$300.00 administrative fee is charge to the member

Class 3-Safety Hazards, Using DR as a RV Park Industrial Storage Lot

This class is a CCR non-compliance item that is usually at the discomfort of neighbors, places the neighborhood at risk due to safety concerns, and is generally a nuisance. It is also considered a safety concern since the violation could be blocking line of sight of on coming traffic, bicycle flow, or even handicapped sidewalk crossing, etc. Storage on a members lot or on Dobson Ranch street, rather than a proper facility, and is not within Dobson Ranch guidelines.

Class 3 Violations

1. Storing Vehicles of any type
2. Inoperable Vehicle
3. Unregistered Vehicles of any type
4. Trailer of any type-including attached to a vehicle
5. Recreational Vehicle of any type-Motor coach, pop-up, tag-along, 5th wheel, etc.
6. Parking-Off Pavement or Hard Surface
7. Boat/Boat and trailer
8. Unregistered Off Road Vehicle with or without trailer
9. Commercial Vehicles-see definition
10. Smokers/Compost Pile
11. Farm Equipment
12. Barking Dogs/Parrots/Nuisance Animals

Class 3 Compliance Process and Fines--First or Second Violation:

1. **Day 1:** A Violation is observed, "Friendly Reminder"/"Courtesy Letter is sent giving 14 days to respond and /or correct the violation. The ~~owner~~ member is granted 14 days, from the date of the postmark, to respond and/or correct the violation.
2. **Day 15:** if the violation still exists and there has been no communication from the member-a "First Violation" letter is sent giving 10 days to respond and /or correct the violation with an opportunity to appeal. The 10 days shall begin, from the date of the postmark, of the letter.
3. **Day 25:** if the violation still exists and there has been no communication from the member-a "Second Violation" letter is sent giving 10 days to respond and/or correct the violation with an opportunity to appeal, a \$150.00 fine is charged the member. The Community Manager can waive the fine with satisfactory compliance.
4. **Day 35:** If the violation still exists and there has been no communication from the member-a "Final Violation" letter is sent giving 10 days to respond and /or correct the violation with an opportunity to appeal, a \$200.00 fine is charged to the member. Only The Board of Directors can waive the fine with a satisfactory compliance.
5. **Day 45:** If the violation still exists and there has been no communication from the member-a "Pre-Attorney Notice" letter is sent giving 10 days to respond and /or correct the violation with an opportunity to appeal. Owner is advised that additional fines and fees will be assessed and the approximate amount which can change without notice
6. **Day 55:** if the violation still exists and there has been no communication from the member-the violation is referred to the Association attorney for legal remedy, a \$200.00 administrative fee is charge to the member. Only The Board of Directors can waive the 50% of the fines with a satisfactory compliance but not legal fees.

Class 3 Habitual Fines: Compliance Process

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1. Day 1: A Letter notifying there is a third violation for the same CCR infraction. The member has 10 days to comply or a \$350.00 fine is levied.
2. Day 11: A re-inspection-if not in compliance, the 350.00 fine is levied.
3. Day 22: A re-inspection-if not in compliance, a \$40.00 per day additional fine is levied. After 30 days, the violation is referred to the Association attorney for legal remedy, a \$400.00 administrative fee is charge to the member.

Habitual Offender/Violator

1. How one qualifies as a Habitual Offender is one that has received 3 "Friendly Reminders" within any rolling 36 month period for the same violation. Class 1 and 2 18 months. Class 3 36 month.
2. Habitual Fines cannot be waived by Staff. The Board of Directors may adjust fines but not more than 50% on the first appeal. An owner requesting a wavier on any second Habitual Fine, waivers shall not be granted. Owner must be present for the first appeal of fines or fines are not waived.
3. Fines begin on the third violation for the same violation. There shall not be any grace period. The Habitual Offender will be accessed a fine. Members have 21 days to appeal or pay the fines

All costs incurred gaining compliance will be applied to the members' account.

Currently we have a \$20 per day habitual fine policy in effect-\$600 per month

Class 1, 2, 3 are subject to change

REVISION RECORD

THE DOBSON ASSOCAITON, INC. RESIDENTIAL AND ARCHITECTURAL GUIDELINES REVISION RECORD

Policy History	Board Approval Date	Written/Revised by