

THE DOBSON ASSOCIATION, INC.

COMMON AREA GUIDELINES

Adopted by the Board of Directors of the Association on May 20, 2021

The Dobson Association, Inc. Common Area Guidelines
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DEFINITIONS

“DRAC” means Dobson Ranch Architectural Committee.

“Association” means and refers to THE DOBSON ASSOCIATION, INC., an Arizona corporation, its successors, and assigns.

“Cantilevered” means rigid construction extending horizontally beyond its vertical support, a structural element.

“Common Area” means all real property owned by the Association for the common use and enjoyment of the members.

“In Good Repair” means well taken care of; operating well; normal upkeep.

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

“Operable Condition” means properly performs intended function; in working order; to include operating motor, steering mechanism, inflated tires, and appropriate seating.

“Seawall” means the Associations’ common area lake wall.

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

“Violation” means an infringement or failure to comply with the requirements of the governing documents of The Dobson Association, Inc.

“Watercraft” means a vessel that travels on water.

SECTION 1 WATERCRAFT

1.1 WATERCRAFT NUMBER

On lakefront property, visible from common area / common area lakes, watercraft stored on the lake is limited to three (3) on or visible from Common Areas.

1.2 WATERCRAFT MOTORS

Watercraft shall be propelled manually, by sail, or by electric motor of three (3) horsepower or less. Internal combustion engines are not permitted; this includes model craft (battery or electric power). The Association or designated vendors may employ gasoline powered watercraft for maintenance activities.

1.3 WATERCRAFT SIZE

Sailboats eighteen (18) feet maximum length. Canoes, paddleboards, and kayaks sixteen (16) feet maximum length. Pontoon Boats twenty-eight (28) feet maximum lakes one and seven and eighteen (18) feet maximum all other lakes. All watercraft operated on the lakes shall be powered manually, by sail or electrically (maximum of three (3) horse-power or equivalent). Surfboards, rafts, tubes, or any watercraft which encourage immersion, are not allowed on Dobson Ranch lakes. Watercraft shall be maintained in operating condition.

1.4 STORAGE ON WATERCRAFT

Storage of non-nautical items are prohibited.

1.5 WATERCRAFT USAGE

Watercraft usage on Dobson Ranch lakes is restricted to residents and their guests unless approved by the Board. Unlicensed watercraft may be removed by the Association.

1.6 WATERCRAFT REGISTRATION

All motorized watercraft are required to be registered with the Arizona Game and Fish Department, this is a State of Arizona regulation. All watercraft must be registered with the Dobson Association and must display a Dobson Ranch current permit when on the lakes. The permits' fee is set by the Board. Unregistered watercraft or watercraft not displaying current Dobson Ranch registration sticker may be removed by the Association.

1.7 BOAT TRAILER RENTAL

The Association's boat trailer can be rented by homeowners of Dobson Ranch. A Trailer Use Agreement is required before the trailer can be rented. The Trailer Use Agreement is on the website or from the office.

The code compliance violation enforcement procedure will be followed for unlicensed watercraft. The Association reserves the right to remove the non-compliant watercraft from the lake.

State of Arizona and Arizona Game and Fish Department watercraft regulations should be complied with and govern the proper safety items required to be on board each watercraft.

SECTION 2 MEMBER DOCKS

2.1 MEMBER DOCKS

For each lot which abuts the 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, said dock to be cantilevered and to extend no more than six (6) feet onto said common area. The plans for said dock shall be submitted in advance of construction to the DRAC for prior approval.

2.2 ALTERNATIVE DOCK CONSTRUCTION

Floating docks must be properly anchored to the members' lot and not to the lake bottom, shoreline or seawall. The plans for said dock shall be submitted in advance of installation to the DRAC for approval. Alternative docks will be held to the same standards of maintenance as cantilevered docks.

2.3 MEMBER DOCK MAINTENANCE

Docks are to be structurally sound and maintained in good repair.

SECTION 3 ASSOCIATION DOCKS

3.1 ASSOCIATION DOCKS

No person shall block the watercraft launching area or otherwise restrict or prevent access to the launching areas. Association docks are those facilities owned and maintained within Association common areas.

3.2 BOAT SLIP RENTALS

Boat slip rentals are available at Association docks in accordance with Boat Dock Regulations and Application. An application can be obtained on the website or from the office.

SECTION 4 FISHING AND FISHING PERMITS

4.1 FISHING

Fishing is catch and release only. Unattended lines are prohibited. Fishing is limited to one line per person and no more than two (2) hooks per line. Gig, spears, explosives, firearms, air rifles, seine nets, traps and bows and arrows are prohibited. Fishing is permitted from the sides of

lakes, docks, or from registered watercraft. Entering into the lake or standing on the perimeter shelf of any lake is prohibited.

4.2 FISHING PERMITS

A Dobson Association fishing permit must be obtained and displayed outside of clothing while fishing. The annual fee is set by the Board. Children six (6) and under do not need a license but must be accompanied by an adult while fishing. Fishing permits can be obtained from the recreation desk.

SECTION 5 SWIMMING IN THE LAKES

Swimming in Dobson Ranch lakes is strictly prohibited.

SECTION 6 COMMON AREA USAGE

6.1 PETS

Observe Mesa City “leash law” ordinances and keep dogs on a leash at all times while in the common area. Clean up after your dogs; pet pick-up stations are positioned throughout the Ranch. Do not let dogs swim in the lake. Dogs shall be kept on a leash, and under control, at all times when outside the member’s residence except in the member’s enclosed yard. Even while on a leash, dogs are not allowed to trespass on other properties without the express permission of that member. Any area soiled by a pet outside of the member’s residence shall be immediately cleaned up by whomever is responsible for the pet at the time. Failure to keep dog on a leash or clean up after them will be in violation of this guideline; the code compliance violation enforcement procedure will be followed for enforcement.

6.1.1 KAVANAUGH DOG PARK

The dog park is for the use of residents and their dogs only. Owners are legally responsible for their dogs and any injuries caused by them. All dogs must be licensed, inoculated and healthy to use the park. Dogs must always wear tags. Puppies using the park must be at least 4 months old. Owners shall not leave their dogs unattended. Owners must carry a leash and dogs must be on a leash when not in the dog park. For safety purposes, owners shall keep their dogs in the proper area, large dogs in the large dog area and small dogs in the small dog area. A shared area is the play equipment area. No more than two (2) dogs at a time in the play equipment area.

The code compliance violation enforcement procedure will be followed for any violations of the dog park rules. Owners may lose the privilege of using the dog park if they violate any dog park rules. Dogs who are aggressive may be immediately and permanently banned.

6.2 ALCOHOL USAGE IN COMMON AREAS

Use of alcohol in common areas must comply with Arizona State Law governing alcohol use without a license. No glass, kegs, or barrels are permitted.

6.3 PORTA POTTY / PORTABLE TOILETS AND BOUNCE HOUSES

Porta potties and bounce houses (inflatables) are permitted for temporary use in the common area, as deemed appropriate by the Association, with 10 days advanced notice. A certificate of insurance is required listing the Association as additionally insured. Staking of inflatables is not permitted; sandbags only. Porta potties / portable toilets and bounce houses are to be removed after the event in a timely manner.

6.4 COMMON AREA STORAGE

No storage of personal items is to occur on or in the common areas.

6.5 VEGETATION ENCROACHMENT

No trees, shrubs or planting of any kind on a member's property shall be allowed to overhang or otherwise to encroach upon any common area from ground or water level to a height of seven (7) feet without the prior written approval of the DRAC.

6.5.1 DEBRIS IN LAKES

Draining of pools, fountains or debris into the lakes is prohibited. Draining pools into storm drains is prohibited.

6.6 PARKING

Long term parking is not allowed in common area / facility parking lots.

6.7 FEEDING OF WILDLIFE

Feeding of wildlife (fish, fowl, feral cats, turtles) is not permitted in the common areas / lakes.

6.8 FENCING ABUTTING LAKEVIEW / COMMON AREAS

Where a lake front property owner desires fencing parallel with the shoreline and / or common area, 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 member to be fenced, must be of wrought iron, or similar material. Where fence meshing is desired in order to screen wrought iron sections, material must be approved by the DRAC which 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.

6.9 PARK AND RAMADA USAGE

Residents may use common areas and the Laguna Park Ramada area for individual events, if not being used for an Association sponsored event. Reservations for the Laguna Park Ramada are available on a limited basis through the Recreation Department. The resident must attend the event the entire time and comply with all Common Area Guidelines. Common areas are intended for the primary use of Association residents. Residents will have access to electrical outlet at ramada at the time of event.

6.10 ROOM AND FACILITY RENTAL

Reference "Facility Rental Rules & Regulations" rental contract.

Table and chair rentals request are made during administration hours (except for holidays) at La Casita Recreation Center.

Equipment Rentals (snow cone machine, popcorn machine) can be rented up to 72 hours of desired rental time.

Room rentals within 10 days of desired rental date are subject to Recreation Business Hours, rentals cannot exceed posted hours. Room rentals must be cleaned and inspected in the last hour of operation for timely departure. Rentals that extend beyond the Recreation Business Hours are subject to additional charges.

All rentals are subject to availability. Rental agreements can be found on the website or at the recreation desk.

6.11 NON-RESIDENT COMMON AREA USAGE REQUEST

Non-resident request for lake usage from an organized group, is subject to approval by the Board, and must be consistent with the Common Area Guidelines.

6.12 COURT USAGE

The Dobson Ranch sports courts are for exclusive use of residents and guests or approved leagues, and of the Association tennis or pickleball professional. Other professionals are not to teach classes, lessons or clinics on Association courts; no outside tennis professionals are permitted on Association courts. Tennis lessons are available with the Dobson Association tennis professional; to be scheduled through the Recreation Department. Pickleball lessons are available with The Dobson Association pickleball professional; to be scheduled through the Recreation Department.

Sports Courts can be reserved through the Dobson Ranch app and will be approved by the Recreation Department. Reservations must be made 5 days in advance.

Tennis and pickleball leagues must have at least one resident playing member / designee per session, no non-resident leagues. One (1) resident should be on the court at all times Non-

residents must provide waiver. League rosters with names and addresses must be submitted to the recreation department prior to play.

SECTION 7 VIOLATION ENFORCEMENT PROCEDURES

See appendix of violation enforcement procedures.

SECTION 8 KEYLESS ENTRY SYSTEM AGREEMENT AND POLICY

8.1 KEYLESS SYSTEM AGREEMENT

An Association Keyless System Agreement must be signed by the current property owner of the address to which it is registered or by their officially designated agent. Facility use privileges may be assigned to a tenant, owner's children or guests, or retained by the member. Office must be notified of any non-owner fob holder and written agreement must state who the fob is designated to. Agreement can be found on the website or at the office. In accordance with the Common Area Declaration Article II(b) fob access to amenities may be revoked for up to 60 days due to unpaid assessments.

8.2 INITIAL KEY FOB / SMARTPHONE APPLICATION DISTRIBUTION

Upon implementation, a maximum of one key fob and one smartphone application or two key fobs will be issued to each property free of cost. Additional fobs up to five (5) total may be obtained with a charge of \$10.00 each. Key fobs will not be reissued each year and must be retained.

8.3 KEY FOB REPLACEMENT

Key fobs are replaceable, not to exceed two fobs per year, if damaged fob is returned.

8.4 KEY FOB / SMARTPHONE APPLICATION USE BY UNAUTHORIZED PARTY

Fobs / smartphone applications found to be in the possession of any party other than the authorized user will be confiscated or access will be removed from the system.

8.5 FOB / SMARTPHONE APPLICATION ACCESS DEACTIVATION

Fobs and / or the smartphone application may be deactivated by the Association for various reasons not only limited to vandalism, non-payment of Association dues or violations of community documents.

8.6 SYSTEM RECORDS

The system records the time of entry and exit of all persons using the key fob / smartphone application; it allows the Association to retain an accurate account of who is currently in each

area of the facility including the date and time. The purpose of the system is to ensure that unauthorized people are not utilizing the facilities. In addition, valuable data will be recorded on facility usage to help guide future facility decisions. Data shall not be shared with companies.

APPENDIX

THE DOBSON ASSOCIATION, INC.

ENFORCEMENT PROCESS

When a violation is observed by Code Compliance, the Association intends to follow the process set forth herein, but reserves the right, in its sole and absolute discretion, to vary from this process due to the unique circumstances of individual situations.

1. Friendly Reminder Letter: Upon verification of the existence of a violation, a written Friendly Reminder Letter may be mailed to the Owner providing the specific information regarding the violation and requesting that corrective action be taken within a specific timeframe or that the violation not re-occur.

2. Violation Notices: If the Association decides to skip the Friendly Reminder Letter, the Owner fails to remedy the violation within the timeframe set forth on the Friendly Reminder Letter, or if the violation is initially cured but then occurs again within a period of ninety (90) days from the initial violation addressed in the Friendly Reminder Letter, a written Violation Notice shall be mailed to the Owner. The first Violation Notice shall include:

- a. The description of the violation.
- b. The approximate time and place the violation was observed.
- c. A date for correction of the violation.
- d. If applicable, the possibility of fines per the fine schedule adopted by the Board.
- e. A statement advising the Owner of the opportunity to be heard with respect to the violation and the timeframe (at least ten (10) days after service of the Violation Notice) to contact the Association, in writing, to exercise the opportunity to request the hearing.
- f. A statement advising the Owner of how the Owner may contest the violation.
- g. A statement advising the Owner that the Owner has the right to petition for an administrative hearing on the outstanding violation to the Department of Real Estate.

3. Subsequent and/or Continuing Violation Notices: If the violation still exists after the timeframe for compliance in the prior notice, or re-occurs within ninety (90) days of the prior notice, subsequent violation notices can be sent in accordance with the policy, and/or

additional fines can be imposed in accordance with the fine schedule adopted by the Board. If the violation is a re-occurrence, the notice shall contain information required to be provided with the first notice.

HEARING AND FINES

1. **Hearing and Waiver of Right to be Heard:** If requested within the timeframe prescribed in the Violation Notice from the Association to the Owner, a hearing will be granted by the Board and a reasonable effort will be made to schedule the hearing at a time convenient to both the Board and the Owner.

Any of the following shall constitute a waiver of the Owner's right to the hearing:

- a. The Owner does not contact the Association to request a hearing in the timeframe prescribed in the Violation Notice to the Owner;
- b. The Owner does not respond to the Association's reasonable attempts to schedule a hearing;
- c. After a hearing is scheduled, the Owner does not attend the hearing or provide at least forty-eight (48) hours' notice of their inability to attend the hearing.

A fine may be imposed after the hearing or after the Owner waives the right to be heard. If an Owner waives the right to be heard, the Board will determine fines based on the information it has. Any fine imposed may be applied retroactively to the initial date of the violation.

2. **Notice and Amount of Fines:** The Owner will be given written notice of the amount of any fines imposed by the Board and the due date for payment of such fines, which shall be at least ten (10) days after notice of the fine is delivered to the Owner. The Board intends to impose fines generally in accordance with the adopted fine schedule for violations listed on the schedule; however, the Board reserves the right to vary from this schedule based on the nature and severity of the offense and the number and history of violations by the Owner. The amount of the fines imposed by the Board shall range from \$15.00 to a maximum of \$1,000.00 per calendar day.

3. **Fines for Continuing and Recurring Violations:** Once it has been determined by the Association that the violation is a continuing violation, the Board may impose reasonable continuing fines (such as daily, weekly or monthly fines) while the violation

continues, and such continuing fines shall accrue until the Owner notifies the Association that the violation has ceased and the Association confirms that it has ceased. If any violation recurs within ninety (90) days from a past violation, it will be considered a continuation of that past violation.

REFERRAL TO LEGAL COUNSEL AND OTHER REMEDIES

At any time during the enforcement process, the DRAC may recommend to the Board involvement by legal counsel. The Board, if it determines that referral to legal counsel is in the best interest of the Association, may refer the violation to legal counsel for action seeking injunctive relief against the Owner to correct or otherwise abate the violation, or to pursue any other legal or equitable remedy that may be available to the Association.

RESIDENT COMPLAINT PROCEDURE

Any resident may make a formal complaint regarding violations of the governing documents. The complaint must be in writing and must include the date and time along with a detailed description of the violation including the people involved. The complaint should be mailed, faxed, or e-mailed to:

The Dobson Association, Inc.
c/o Code Compliance
2719 S Reyes
Mesa, AZ 85202
Email: violations@dobsonranch.com
Fax: 480-491-8128

Please note that the information provided is not confidential and, if requested by the violating Owner, will be provided to them as required by law.