

THE DOBSON ASSOCIATION, INC.
RESIDENTIAL ARCHITECTURAL
GUIDELINES

Approved By: Dobson Ranch Architectural Committee January 12, 2021

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DEFINITIONS

“Architectural Review Panel” means a panel of members, appointed by DRAC, which will review an appeal of a denial by DRAC and may make advisory recommendations to DRAC.

“Blight or Disrepair”: All improved landscaped yards visible from the adjacent rights of way so as not to exhibit deterioration, disrepair or blight constituting more than 20 contiguous square feet, or more than 10 percent of the area.

“Board” refers to The Dobson Association, Inc. Board of Directors.

“DRAC” mean Dobson Ranch Architectural Committee.

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

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

“Inoperable Vehicle” includes, but is not limited to, a vehicle physically incapable of its intended operations, as evidenced by being partially or wholly dismantled, deflated or removed tires, mechanical failure or mechanical disassembly, lack of valid license plate affixed to the vehicle, or the presence of an expired license plate affixed to the vehicle.

“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.

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

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

"Solar Energy Device" means, as defined in ARS 44-1761, 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 daylighting 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. Passive systems shall clearly be designed as a solar energy device such as a trombe wall and not merely a part of a normal structure such as a window. “Solar Energy Device” includes a distributed energy generation system.

“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, houses, 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.

“Tree” means a woody perennial plant, generally having an elongated main stem, and few branches on its lower part coniferous or deciduous. Cacti are not considered trees.

“Visible Yard Area” means a Yard area that can be seen from the public street, the ground floor of neighboring Lots, or the Common Areas.

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

“Yard” An open space on a Lot or parcel of land that begins at an exterior boundary of the main residential Structure and extends to the perimeter of the Lot. Yards may be described as front, side or rear based on the definitions found below and shall not include courtyards or other open space found principally towards the Lot interior.

“Yard, Front” A Yard extending across the full width of the Lot or parcel of land between the most forward plane of the main residential Structure and continuing along the front face of any wall or fence that runs from the side of the main residential Structure to the property lines at each side of the Lot and extending to the street curb or edge of pavement. On single residence corner Lots, the Front Yard shall be the narrower frontage of the Lot or the frontage with the primary entrance.

“Yard, Side” A Yard extending from the front plane of the main residential Structure to the rear plane of the main residential Structure, and then extending away from the main residential Structure to the street curb or edge of pavement. For corner Lots, all land between the front plane of the main residential Structure to the rear plane of the main residential Structure, and then extending from the portion of the main residential Structure closest to the street to the street curb or edge of pavement shall be considered a Side Yard.

“Yard, Rear” A Yard extending across the full width of the Lot or parcel of land between the most rear plane of the main residential Structure and the rear property line.

Any other defined terms used herein and not defined above shall have the meaning provided in the Dobson Ranch Common Area Declaration of Covenants, Conditions and Restrictions (the “Declaration”).

1. INTRODUCTION AND AUTHORITY

Under the authority of that certain document entitled Notice of Appointment of Successor Architectural Control Committee, recorded on August 4, 1998 as Document No. 98-0679411 in the records of the Maricopa County Recorder, and Association records indicating that 41 subdivisions voted to name the Successor, the aesthetic quality of each subdivision shall be maintained by an Architectural Control Committee, hereby referred to as the Dobson Ranch Architectural Committee (“DRAC”), formed as follows and exercising its control as herein provided:

SECTION 1.1 THE DOBSON RANCH ARCHITECTURAL COMMITTEE

The DRAC shall be composed of three (3) Owners, which shall include a member of the Board to serve as DRAC Chairman in conformance with A.R.S. §33-1817. The DRAC shall establish procedures and guidelines to interpret, clarify and implement the standards and controls for

architectural review of, but not limited to, 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 or adjacent property.

SECTION 1.2 ARCHITECTURAL ALTERATIONS

To assist with the architectural review process, the DRAC has established 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, 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 and colors to be used. Once a project is approved by the DRAC, the project must be completed within the timeframe included on the application or in accordance with any alternate timeline established in the written approval from the DRAC provided to the Owner, whichever is shorter.

SECTION 1.4 DOBSON RANCH ARCHITECTURAL COMMITTEE AUTHORITY

In the event of inconsistency between these Residential Architectural Guidelines and the Declaration or the declaration of an individual subdivision, the Declaration or the subdivision declaration shall control. If any of the provisions violate applicable law, the law shall govern. The waiver by the DRAC of any rule or regulation hereof shall not be construed as a waiver of any other rules or regulations. Failure to exercise or enforce any of the rules and regulations stipulated herein for any particular property or request shall not be a waiver of the right to enforce these rules and regulations for any subsequent property or request.

SECTION 1.5 OMITTED

SECTION 1.6 APPEAL / VARIANCE

1.6.1 ARCHITECTURAL REVIEW PANEL, ARCHITECTURAL APPEAL PROCESS

The DRAC shall appoint a five (5) member panel of Owners ("Architectural Review Panel"), any three (3) of which may be assigned by the Association to review an appeal of denial from the DRAC. In the event an Owner's request to the DRAC is rejected, the Owner may request an appeal. Requests for appeal review must be received in writing within 15 calendar days after date of notice of DRAC denial. The appealing Owner may appear before the three members of the 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) business days after the appeal hearing. In addition, staff may forward a similar report to the DRAC for consideration. All decisions will be based on the facts, written guidelines, maintaining continuity of neighborhoods and precedent, either for or against. No position will be taken contrary to the deed restrictions. The DRAC will use good faith efforts to make its decision within 21 business days of receiving the recommendation of the Architectural Review Panel and staff (if any). Positions taken and recommendations made by the Architectural Review Panel are advisory only and will be limited to assisting the DRAC in reaching a final decision. All DRAC decisions made after advisement by Architectural Review Panel are final.

1.6.2 VIOLATION APPEAL PROCESS

Any member who has received a Friendly Reminder or Violation Notice of Guidelines pertaining to community aesthetics, will be given an opportunity bring the property into compliance by submitting an Architectural Application to be reviewed by the DRAC. The application must be received within 21 calendar days after the date of the First Violation Notice. If the application is denied by the DRAC, the member may appeal the denial, per the process listed in Section 1.6.1 of the Residential Architectural Guidelines. If resolution cannot be made, continued violations will be sent to the Board to pursue legal action.

1.6.3 VARIANCES

The DRAC may authorize variances from compliance with any provision of these Residential Architectural Guidelines in circumstances where the design meets the intent of the provision at issue 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

DRAC approval is separate from and in addition to any permits or approvals required by the City of Mesa or any other governmental entity. Prior to design or construction of any home, structure, shed, or wall, the DRAC recommends that the Owner obtain information from the office regarding 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, zoning, and permit requirements. DRAC's review is for aesthetic considerations only. Neither the approval of the plans nor the approval of the actual construction by the Association or DRAC shall constitute a representation or warranty that the plans or construction comply with applicable governmental requirements or applicable engineering, design or safety standards. (ARS 33-1817-B-2-e) The Owner is responsible for verifying compliance with all applicable codes, ordinances, laws, and regulations. Permits must be provided to DRAC for all approved projects that require City of Mesa permits.

SECTION 1.8 PERSONAL LIABILITY

No member of the Board, member of DRAC, or any other committee of the Association, or any officer of the Association, the Executive Director, Community Manager, or Association Employee 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, omission, error, or negligence, provided that such person has, upon the basis of such information as may be possessed by them, acted in good faith, without willful or intentional misconduct.

SECTION 1.9 REVISIONS TO GUIDELINES

Any revisions to the Residential Architectural Guidelines shall be determined by the DRAC. All proposed revision drafts shall be reviewed by legal counsel for advice and presented at a minimum of two (2) open workshops to receive member suggestions and comments. Any revisions to the Residential Architectural Guidelines will require the approval of the DRAC by a 2/3 vote.

2. THE DOBSON RANCH ARCHITECTURAL COMMITTEE RULES AND REGULATIONS ARE AS FOLLOWS:

SECTION 2.1 ANTENNAS AND SATELLITE DISHES

The placement and screening of antennas and satellite dishes not governed by Federal Communications Commission ("FCC") regulations is addressed by the provisions of the various subdivision declarations. If permitted in a particular subdivision, such antennas and satellite dishes generally must receive the prior written approval of DRAC and be ground mounted, with all wiring underground or visually integrated with and painted the color of the main residential Structure. Please consult your declaration for further guidance for any antenna not covered by the FCC regulations.

Advance approval by the DRAC is not required for the installation of antennas and satellite dishes falling under applicable FCC regulations. Such devices are antennas or satellite dishes that are one (1) meter or less in diameter and are designed to receive direct broadcast satellite service, video programming services via broadband radio service, wireless signals, local television broadcast signals or to transmit fixed wireless signals via satellite, or wireless signals. Such antennas and satellite dishes shall be mounted, to the extent reasonably possible, so as to not be visible from neighboring Lots, common area, or the street and adhere to the following restrictions:

1. All exposed wires must be fastened down and painted to match the body of the house so long as doing so will not void the manufacturer's warranty, affect the signal, or unreasonably increase the cost of installation.
2. Antennas and satellite dishes are recommended to be placed on the rear or side of the main residential Structure, unless such installation would prevent acceptable quality signal, unreasonable delays, or unreasonable costs.
2. The DRAC reserves the right to request that an Owner install landscaping or other improvements ("screening") to help ensure an antenna or satellite dish is not visible from neighboring property. Such screening must be approved by the DRAC prior to installation and shall be installed within thirty (30) days of receiving the DRAC's approval. Screening must be maintained by the Owner in good condition at all times.
3. The installation of the antenna or satellite dish must comply with all applicable laws, regulations and codes. The Association must be provided with a copy of any applicable governmental permits. Installation must be pursuant to the manufacturer's instructions.
4. If any provision of these guidelines is ruled invalid, the remainder of these rules shall remain in full force and effect. If the FCC modifies its rules, the modified rules shall be incorporated into these rules as if fully set forth herein.

Antennas and satellite dishes must be removed if not in use. Upon written demand from the

Association to the Owner, any existing or non-conforming antennas shall be promptly removed.

SECTION 2.2 IMPROVEMENTS AND ALTERATIONS

2.2.1 IMPROVEMENTS AND ALTERATIONS

No building, fence, wall, patio, pool, driveway, landscape, hardscape, residence or other Structure that is visible from the streets, sidewalks, neighboring properties or Common Areas shall be commenced, erected, maintained, painted, improved, altered, made or done without the prior written approval of the DRAC.

The DRAC shall have the right to deny an Architectural Application Form which, as determined in its sole discretion, does not adhere to the governing documents, does not maintain a uniform aesthetic of the neighborhood, or is not suitable or desirable for aesthetic reasons. 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; and the harmony with the surroundings thereof. All subsequent additions, changes or alterations in any building, fence, ground mounted basketball hoop, wall or other Structure, must receive the prior written 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 for DRAC review prior to the development of final working drawings or obtaining permits from City of Mesa.

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

An Owner is permitted to have one (1) port-a-potty / portable toilet located in the Front Yard of the Lot for the purpose of supporting an approved construction project. The maximum size is to be single-standard occupancy. The port-a-potty /portable toilet must be cleaned at a minimum of one (1) time per week.

SECTION 2.3 EXTERIOR COLORS

All plans and specifications must include the detail of the exterior colors, including all exterior surfaces and roofs. Exterior surfaces or colors must be generally compatible with the other Structures in the neighborhood. All colors for exterior surfaces must be taken from the Dobson Ranch Color Code ("DRCC"), which shall consist of a color palette range. This color range includes base and trim colors that are compatible with the architectural style, age, theme and other factors. The colors of a main residential Structure, base and trim, 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 prior written 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 SIGNS

Except for such Signs that may not be prohibited by law, Signs explicitly permitted on a Lot pursuant to the terms of the declaration of your particular subdivision, or real estate or political Signs in compliance with the provisions below, no Sign of any type shall be erected, placed, affixed or maintained on any Lot or any mailbox, utility pole, utility box, Sign post, or fence, or other Structure in the Common Area

An Owner may display one Sign that the Lot is "For Sale," "For Lease" or "For Rent." Such Sign must be clean and in good condition and may be no larger than 18" by 24". Such Sign may have a single rider, which shall be no larger than 6" by 24". If an open house is scheduled, an Owner may display a single "Open House" Sign on their Lot. Signs should be placed on a Sign mounting post in good condition. Except for sold or sale pending Signs, no attachments or decorative items may be attached to any permitted Sign or post, including, but not limited to, flyers, tubes, balloons, banners or any other promotional material. No Sign may be illuminated.

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, with an aggregate total dimensions of all political Signs on a Lot not to exceed 9 square feet or such greater amount as may be explicitly permitted under applicable law.

SECTION 2.5 RUBBISH AND DEBRIS

Rubbish and debris shall not be allowed to accumulate on any Lot, and the Owner shall be responsible for all clean-up and maintenance. Visible yard areas, including carports, shall not be used for storage.

SECTION 2.6 CLOTHES DRYING FACILITIES

If not prohibited under the declaration for your subdivision, any clothes drying facilities shall be placed and maintained exclusively within a fenced Rear Yard or otherwise concealed and shall not be visible from the ground level of neighboring property or from the street, sidewalk or Common Area.

SECTION 2.7 ACCESSORY STRUCTURES

2.7.1 STORAGE SHEDS, GREEN HOUSES, AND PERMANENT STRUCTURES

Storage sheds, green houses, above ground pools, animal pens, bird cages, playhouses, visible gas tanks, or other accessory Structures are not permitted in the Front Yards of any Lot. Unless more restrictive provisions exist in the declaration for your particular subdivision, these items are permitted in the Rear or Side Yards, if behind a six (6) foot fence or wall but are not to extend more than twelve (12) inches over the existing six (6) foot fence or wall, or a maximum of seven (7) feet above ground level. All accessory Structures that are visible from outside the Lot must have prior written approval from the DRAC. On Lots facing Common Areas, Structures shall be minimum of 20' from Common Area wall/fence. All such Structures

will be held to the same level of appearance and maintenance as main residential Structures and prohibited from being used as dwellings. Above ground pools require appropriate screening to shield from Common Areas. Sheds in Side Yards must be set back 5' from the front wall/fence. Any shed in a Side Yard closer than 6' to the main residential Structure cannot have permanent foundation, electrical, or plumbing, per Mesa Zoning 11-30-17.

2.7.2 SUNSHADES, GAZEBOS, AND PERGOLAS

Sunshades, gazebos, and pergolas are not permitted in the Front Yard. Material, location, structure, and height shall be reviewed on a case-by-case basis and require prior written approval from the DRAC. All such Structures will be held to the same level of appearance, maintenance and color scheme as main residential Structures. Fabric shades shall be replaced when visibly worn, ripped, or deteriorated. These types of Structures cannot be higher than 7' in the Side Yard and 10' in Back Yards.

Play structures will be considered by the DRAC on a case-by-case basis. Play structures must be at least 5' away from perimeter walls.

2.7.3 MAILBOXES

The location and design of all mailboxes requires 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 GARAGES AND CARPORTS

Any garages or carports must comply with the restrictions contained in the declaration for your particular subdivision. 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.

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 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 or common area. Please refer to your subdivision's CCRs for further clarification.

2.9.2 TEMPORARY PARKING

The DRAC does not intend to enforce the parking restrictions for mobile homes, motor homes, boats, recreational vehicles, trailers, campers or other similar vehicles that are parked on any residential Lot for periods not to exceed forty-eight (48) hours within seven (7) consecutive days for the purposes of loading, unloading, and cleaning such vehicles. The Association must be notified in writing of the necessity and timeframe beforehand. Such vehicles may not be occupied by guests or any persons and should be parked as to not create an obstruction, restrict crosswalks or ramps, or obstruct visibility from street intersections or driveways. This provisional grace period is a courtesy, revocable if misused.

2.9.3 STORING OF VEHICLES

No vehicle of any type which is abandoned and inoperable shall be stored or kept on any Lot within this subdivision in such a manner as to be seen from any other Lot or from any streets or alleyways within any subdivision. 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, Common Area or neighboring Lots. Please refer to your subdivisions CCRs for further clarification.

SECTION 2.10 HOLIDAY LIGHTS AND DECORATIONS

Holiday decorations do 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 the prior written approval of the DRAC. Holiday decorations must not use offensive language or employ light or sound in a manner that creates a nuisance for neighboring residents. The DRAC reserves the right to request modifications to holiday decorations that it determines violate these restrictions.

SECTION 2.11 OUTSIDE LIGHTING

The installation or modification of outside lighting requires the prior written approval of the DRAC. Spotlights, flashing lights, floodlights and other similar lighting may not be placed and used on 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. Exposed dirt is not an approved landscape material. Front Yards 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) and must be permanently planted in the ground. Any installation or modification of landscaping (other than like-kind replacement of plant material) or hardscape improvements must receive the prior written approval of the DRAC.

2.12.2 YARD AREAS PROHIBITED USES

Visible Yard Areas shall only be used for planting landscaping and related hardscape. 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. The DRAC may through express written approval permit an otherwise prohibited use of the Visible Yard Areas. 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, is constructed of the same material as the existing driveway, and is no wider than 10 feet beyond the garage width. In no event, however, shall parking or construction of a driveway be permitted within six (6) feet of a neighboring Structure or, in the case of a corner Lot (except for 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, unless a different requirement is explicitly described in the declaration for your particular subdivision. The intent of the DRAC is to prohibit the parking of vehicles in Side Yards, street side of corner Lots. Walkways adjacent to a driveway and of different material cannot be wider than 5 feet and no vehicles of any kind can be parked on them.

2.12.3 CARE OF PROPERTIES

All Lots shall be at all times kept free of rubbish and litter; grass shall be maintained as to present a tidy appearance. Yards must be at all times kept in a neat, sightly and weed-free condition and shall be cultivated, watered and planted sufficiently to maintain an appearance not out of keeping with that of typical improved properties in the Association with plants and trees. Yards will generally be of two types: turf/grass (including artificial grass) or desert landscaping. Either type must 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, Owners shall arrange for the care of the Lot to keep the Lot in compliance with the requirements of this section. Precautions shall be taken by Owners to prevent debris, seed pods, fruit, and other plant materials from being deposited in the lakes, Common Areas or adjoining Lots.

2.12.4 GRASS LANDSCAPING

Winter Grass is not a requirement. Lawns not over seeded during the winter season are to be maintained (mowed, weeded, and edged).

Summer grass is to be maintained (green, mowed, weeded, and edged).

Artificial grass is to be maintained (cleaned, brushed, and replaced as necessary) to ensure an appearance that mimics real, live turf.

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 good condition at all times. 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, the DRAC may extend the period of time to make such repairs up to three (3) months after receiving notice from the Association.

2.14.2 SOLAR ENERGY DEVICES

Except as specifically authorized pursuant ARS 33-1816, no Solar Energy Devices shall be constructed or maintained on any Lot without the prior written approval of the DRAC. Solar Energy Devices subject to Section 33-1816 of the Arizona Revised Statutes must comply with the following provisions to the extent that they do not impair the functioning of the device or adversely affect its cost and efficiency: (i) The Solar Energy Device must be placed in the Rear Yard or on a portion of the roof facing away from the street; (ii) The Solar Energy Device must be shielded from view to the maximum extent possible and all landscaping or Structures used to shield the device must be approved by the DRAC prior to installation; (iii) The Solar Energy Device must comply with all applicable city, county and state regulations and codes; and (iv) In order to protect against personal injury, Solar Energy Devices may not block or obstruct any driver's view of the street or intersection.

No Solar Energy Device may encroach on the Common Area or the property of another Owner. Solar Energy Devices must be maintained in safe and operable condition at all times.

SECTION 2.15 FENCES AND GATES

2.15.1 FENCE MAINTENANCE

Concrete block fences and walls, and any portion thereof, must be repaired or replaced with concrete block to match existing when they become worn, damaged, broken, discolored, weather-beaten, or otherwise unsightly. Fences and walls that are not concrete block must be replaced with concrete block when they become worn, damaged, broken, discolored, weather-beaten, or otherwise unsightly. Non-concrete block material for the repair or replacement of fences and walls will not be allowed. 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. Fences and walls must be painted to be in compliance with Section 2.15.2 of these Residential Architectural Guidelines. The DRAC may deny any improvements or repairs which, in its opinion, are not suitable or desirable for aesthetic 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.

No fence or freestanding wall within or along the boundary of the required Side or Rear Yards shall exceed a height of six (6) feet, per City of Mesa Ordinance 11-30-4. In addition, please consult the declaration for your particular subdivision to determine whether more restrictive provisions or additional restrictions may apply for walls and fences on your Lot.

The following wall and fence materials are not permitted in accordance with the overall theme of 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.

2.15.2 UNIFORM PAINTING

Uniform painting of the exterior surface of fencing and walls separating arterial streets, collector streets and thoroughfares from the Lots and Common Areas of the Association, or separating Lots from the Common Area, painted surface color shall be "Rustic Taupe DE6129".

2.15.3 LAKE FRONT WALLS AND FENCES

Where a lake front property Owner desires a wall or fence parallel with the shoreline, such wall or fence is limited to no 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. Where fence meshing is desired in order to screen wrought iron sections, material must be approved by the DRAC, 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. Use of a surveyor is highly recommended before any wall or fence installation along the shoreline. The DRAC reserves the right to demand that any wall or fence installed outside the Lot boundaries be removed and the area restored to its prior condition at the sole cost of the Owner. In addition, please consult the declaration for your particular subdivision to determine whether more restrictive provisions or additional restrictions may apply.

2.15.4 GATES

Gates must be maintained, repaired, or replaced when they are or become worn, damaged, broken, discolored, weather-beaten, or otherwise unsightly.

2.15.5 SPORTS PROTECTION NETTING

Specific screening / protection devices designed to help protect against damage due to sports balls may be 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 sports 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 prior written approval of the DRAC; shall be structurally sound and maintained in good repair at all times.

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. Only awnings of canvas or other types of woven material that first shall have been approved by the DRAC will be permitted. All broken windows must 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 shall be allowed to overhang or otherwise to encroach upon any bicycle path, sidewalk, or any other pedestrian way or any other property in the Dobson Association, including another Lot, from ground level to a height of eight (8) feet or overhang or encroach upon any public right-of-way or street from ground level to a height of fourteen (14) feet. 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. Trees and shrubs shall be trimmed 8' above lakes. In addition, please consult the declaration for your particular subdivision to determine whether more restrictive provisions or additional restrictions may apply.

SECTION 2.18 FLAGPOLES AND FLAGS

An Owner may install one (1) flagpole on the Lot with the prior written approval of the DRAC. No flagpole may exceed the height of the rooftop of the Owner's main residential Structure. In lieu of a freestanding flagpole, one (1) wall-mounted flagpole may be installed on the front of a main residential Structure with the prior written approval of the DRAC. Flagpoles and flags are subject to the following restrictions:

1. Flagpoles may be metal, steel, aluminum, or stained wood; any other material must be approved by the DRAC. Plastic and PVC piping may not be used as a flagpole.
2. A wall-mounted flagpole may not exceed six feet (6') in length, and the attaching bracket must be painted to match the wall on which the flagpole is attached.
3. Flags that are required to be permitted by law may be flown on the Lot in accordance with the Federal Flag Code (P.L. 94-344); however, no more than two (2) flags may be flown at the same time. No other flags may be displayed on any Lot.

4. Flags should not exceed three feet by five feet (3' x 5') in size.

6. Owners who install a flagpole and fly a flag must take reasonable steps to mitigate any noise created by the flag, flagpole and all related equipment so as not to disturb their neighbors. Before or after installation, the DRAC may require the Owner to make any modifications or changes to the size and location of the flag, flagpole, and equipment that are deemed necessary, in the Association's judgment, to allow other Owners the peaceful and quiet enjoyment of their homes.

7. The flag and flagpole may not be illuminated unless the lighting receives prior written approval from the DRAC.

8. Unless otherwise prohibited by an individual subdivision's declaration, up to two (2) banners may be flown from an approved freestanding or wall mounted flagpole, in lieu of the permitted flags, so long as such banners do not exceed the size of a permitted flag or have any offensive language or graphics, as determined in the sole discretion of the DRAC.

SECTION 2.19 WATERCRAFT

All watercraft used on the lakes shall be registered with the Dobson Ranch Recreation Department. Please see Common Area Guidelines for watercraft Guidelines.

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 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. Docks are to be structurally sound and maintained in good repair. In addition, please consult the declaration for your particular subdivision to determine whether more restrictive provisions or additional restrictions may apply.

**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.

FINE SCHEDULE ADOPTED BY THE BOARD OF DIRECTORS

First Violation: \$75.00

Second Violation: \$125.00

HABITUAL OFFENDER FINES:

If more than three violation notices have been sent regarding the same issue, from the specific categories of 2.9.1, 2.11.2, or 2.12.1, within the previous 12 months, habitual offender fines can be assessed. Notice will be given that a property falls into the habitual fining category with fines assessed as follows:

2.9.1 Vehicles	•\$20.00 per day
2.11.2 Visible Trash Containers	•\$20.00 per day
2.12.2 Storing of Vehicles	•\$20.00 per day