

Includes...

- ☐ Emergency Numbers
- ☐ Miscellaneous Information
- ☐ **Community Policies and Procedures**

Dobson Greens Homeowners Association

1955 W Baseline Rd Suite 113-241
Mesa, Arizona 85202
(480) 839-9079

Emergency Phone Numbers

Police

Emergency 911

Non-Emergency 480-644-2211

Fire Department

Mesa Fire Department 911

Medical

Emergency 911

Dobson Green Homeowners Association

Office 480-839-9079

Email Address dobsongreens@gmail.com

Miscellaneous Information

Pool Hours

7:00 A.M. to 10:00 P.M. Sunday through Saturday

Laundry Room Hours

Open 24 Hours – 7 Days a Week

Board of Directors Monthly Meetings

Third Wednesday of Every Month

Location – Office

Parking Decals

Available at the Office

Parking - Guest Pass

Available at the Office or from Any Board Member

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TO PROTECT THE COMFORT AND PRIVACY OF YOU AND YOUR NEIGHBORS, THE BOARD OF DIRECTORS OF DOBSON GREENS HOMEOWNERS ASSOCIATION, INC. (THE ASSOCIATION) ASKS THAT YOU PLEASE READ AND ABIDE BY THE FOLLOWING POLICIES AND PROCEDURES DEVELOPED FROM THE DECLARATION OF HORIZONTAL PROPERTY REGIME AND DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS RECORDED WITH MARICOPA COUNTY.

Industry standards will be used in defining terms contained within.

1. Right to Lease

The owners of the respective Units shall have the absolute right to lease the Units, provided that the lease is made subject to the Covenants, Conditions, and Restrictions limitations and uses contained in the Declaration and the Bylaws and subject to the provisions outlined in the Mesa Tri-Star Program, and any other reasonable rules and regulations published by the Association. **See attachment Procedures for Rentals, Exhibit "A".**

2. Noise

Residents shall not make or permit to be made any disturbing noises in the complex that interferes with the rights, privacy, comfort or convenience of other residents. Such disturbing noises may include but are not limited to the playing of any musical instruments or the operating of television sets, stereos, radios, or any other sound producing devices particularly between the hours of 10:00 PM and 8:00 AM. **ANY NOISE FROM ANY SOURCE SHOULD NOT CARRY OUTSIDE THE CONFINES OF THE RESIDENT'S UNIT.** Any party or other social gathering should be held inside a Unit so as not to disturb other residents.

3. Outward Appearances

3.1 Other than curtains and burglary prevention notices, no object or window treatment of any kind may be placed in, on or affixed to the interior/exterior of windows or doors without the prior written consent of the Association. By way of examples such objects include, but are not limited to, posters, signs, stickers, decals, aluminum foil, sheets, and towels and outside window coverings (bamboo or plastic roll-ups).

3.2 Residents shall not install external television, radio antenna, or a satellite dish, without prior written consent of the Association Board. All approved changes or additions must be within the architectural guidelines set by the Board or appointed committee. Architectural applications may be obtained from the Architectural Committee or the Association Office. No Unit owner or resident shall climb upon or have others climb upon the roofs of the buildings without notification to the Office or other designated phone number.

3.3 Walkways in front of each Unit, balconies, patios and the area under the stairway are to be free from clutter and kept neat. Each resident shall keep his Unit in a good state of preservation and cleanliness and shall not permit the accumulation of waste or garbage, nor sweep, hose or throw from the doors, windows or balconies any dirt or other substances. Each lower Unit shall have permission to plant in the planter adjacent to their patio, the area next to the column adjacent to their patio and under the stairway (with common agreement between unit owners), but may not extend past this area into any other part of the common area. All plantings shall conform to the Mesa Tri-Star program.

3.4 Bicycles may only be stored on the patio outside the Unit during the day between 8:00 AM and 8:00 PM. After 8:00 PM bicycles must be stored in another area. There are bicycle racks on the North Side of the office inside the pool area. The Association is not responsible for damage or theft to bicycles stored in the bicycle rack area.

3.5 Patios, walkways, landings and balconies are to be kept neat, clean, and orderly and are not to be used for storage of any items. Only patio furniture (outside furniture), permissible barbecues, and potted plants will be allowed on patios and balconies and shall not distract from the visual appearance and décor of the complex. The following shall not be kept on balconies or patios: boxes, garbage cans, charcoal, lighter fluid, toys, debris, drying

racks, water container, towels and/or clothing. A notice shall be given to the Association office to store large items waiting for special pickup (large household items such as furniture or appliances) and only allowed on patio for up to forty-eight (48) hours. Special needs residents must obtain prior written approval from the Board to keep objects other than the allowed items listed above.

3.6 Patio door screens and window screens must be of a manufactured type framed in anodized bronze or black. Screens for the front doors must be security doors. Security doors must be the dead bolt types. An Architectural form must be filled out and approved by the Architectural Committee and/or Board before installation. Forms may be obtained from the office, Architectural Committee member or any designated representative of the board. Security doors should be kept closed at all times.

3.6A Doggie Doors may be installed and must conform to the following rules:

- #1. Submit request to Architectural Committee.
- #2. Door must be matched to the patio door color.
- #3. Door must be approved along with patio fencing.
- #4. Door is to accommodate no larger than a 20 pound dog.

3.7 Any exterior lighting or decorations may be put up the day before Thanksgiving and must be removed by January 15. All other holiday lighting or decorations may only be put up ten (10) days before the holiday and must be removed seven (7) days after the end of the holiday. Decorations must be contained to the patio and the columns adjacent to your patio and not extend to other common areas.

3.8 All hanging patio sun screens (also known as shades) and umbrellas must have prior written approval by the Board or its appointed representative. These shall only be installed after approval is granted by Architectural Committee and or Board. Patio screens and umbrellas must be of approved color in the tan/beige range. NO striped or patterned umbrellas will be accepted. Umbrellas may be used on the Balconies only. Existing patio screens or umbrellas (as of date of printing) of different colors are grandfathered until replaced.

3.9 Patio fencing on ground floor units: If there is a Doggie Door installed there shall be a fence around the patio.

- #1. Submit a request to the Architectural Committee prior to any construction.
- #2. The fenced area can NOT be used as a kennel, ie. animals left unattended.
- #3. The fence shall not exceed 36" in height..
- #4. The fence will be black and of an open metal-work design.
- #5. The fence will be erected around the concrete patio only and shall not be attached to the patio, stucco or any other common property in any manner.
- #6. Any fences currently in violation of the above policy are grandfathered. The grandfather status expires when current ownership changes hands either through sale, inheritance or any other transfer mechanism. The current owner will be responsible for dismantling the fence and restoring the area to its original state prior to sale.

4. Keys and Locks

4.1 Residents are advised to keep their Units and vehicles locked at all times. The Association is not responsible for articles lost, stolen or missing. Residents are advised to carry sufficient insurance on the interior of their Unit and on their personal property to avoid financial loss in the event of fire, theft, or other casualty.

4.2 Each Unit owner shall supply the Association with a set of keys for each front door and outside storage room door locks. The Association will use keys only for necessary maintenance and emergency access. **See attachment Unit Entry, Exhibit "B"**. Each Unit owner is responsible for updating these keys when locks are changed to the unit or storage room door locks.

4.3 Absent of prior written authorization from the resident, the Association will not open a Unit for any person other than that resident.

5. Appliances, Electrical and Plumbing Fixtures

5.1 The cost of cleaning, repairing or replacing any air conditioning, heating units, appliances, garbage disposal, drains, stove exhaust, electrical or plumbing fixtures including interior water shut valves in the Unit and/or storage room, or other contents of a Unit is the responsibility of the Unit owner.

5.2 Large bones, corn husks, celery, eggshells, pasta, cooking oil and grease, string, metal or any similar large or hard object should not be placed in any garbage disposal or toilet to prevent clogged pipes. Owners are responsible for maintenance and keeping their drainage system clear. **See attachment Building Maintenance, Exhibit “C”.**

5.3 Each owner is required to and is responsible for installing and maintaining a UL approved smoke detector in each Unit.

5.4 Fire extinguishers in the Laundry Room are to be used in laundry area and only for their intended purpose. The Association must be notified of each and every use of fire extinguishers. Recharging of the fire extinguishers within the Units is the responsibility of the Unit owner.

6. Packages and Mail

The Association is not responsible for the delivery, damage or loss of messages, packages, mail or other material left at the Homeowner Association office or outside any Unit.

7. Laundry Facilities

The laundry facilities are for the exclusive use of residents only. All malfunctions of laundry equipment should be reported to the Association Office.

8. Designated Play Area

8.1 The designated play area for children and visiting children of Dobson Greens is the Dobson Ranch Park across Lindner Street on Dobson Street. The Dobson Greens Homeowners pay Dobson Ranch a monthly assessment for the use of their parks, lakes, fishing, organized programs and recreational areas. Please pick up your activity card at the Dobson Ranch Association Office, 2719 South Reyes, Mesa, AZ. Phone: 480- 831-8314.

8.2 The Unit Owners, their agents, tenants, family members, licensees and invitees, shall use the common elements for access, to and from the respective Units. The use, maintenance and operation of the common elements shall not be obstructed, damaged or unreasonably interfered with.

8.3 When outside a Unit, children under the age of 10 years old must be supervised by the parent, or other adult appointed by the parent and be responsible for the well-being of the children. **See attachment Crime and Children, Exhibit “D”.**

8.4 No riding of bicycles, tricycles, skateboards, inline skates, or motorized toys are permitted on the sidewalks or in the common areas. Basketball, football, soccer, baseball games or other athletic activities will not be permitted within the confines of Dobson Greens Condominiums.

9. Animals

9.1 No animal, other than small birds, small turtles, small lizards and the like that are kept in cages and fish, may be kept or maintained in any Unit. Dogs, cats, domesticated pigs, monkeys, snakes, tortoises and other large reptiles, large lizards, frogs, toads, birds of prey, insects and the like are specifically prohibited. Even if otherwise permitted, any animal kept for breeding or commercial purposes or an animal which, in its natural state, produces venom or sera, toxic or nontoxic, or a noxious odor, is prohibited, whether or not such animals have been rendered incapable of producing same.

9.2 Dobson Greens Homeowners Association became a pet-free environment effective May 3, 1995 (5/3/1995) per the Amendment to “Use and Occupancy Restrictions” as part of the CC&R’s. We are committed to complying with all applicable laws, including all Fair Housing laws to make reasonable accommodations for service animals,

emotional or therapy animals with required medical and HOA registration forms which includes license and immunization requirements. Forms may be picked up and returned to the Association office during regular office hours. Unless the Fair Housing Act requires otherwise, no more than one therapy animal is allowed per Unit with a maximum adult dog weight of twenty (20) pounds. All service, emotional, or therapy animals must be registered with both medical and HOA registration forms within thirty (30) days of arriving on the property.

9.3 When outside a Unit, all animals shall be kept on a six (6) foot leash while being walked. Designated elimination areas are the gravel areas next to the property wall of the west and north side parking lots. Also in the gravel area behind building seven (7), (units 131 to 134) on east side adjacent to the private road. The owner of the animal(s) shall be responsible for the immediate and proper disposal of all animal wastes. Animal owners who do not cleanup the waste may lose animal privileges and will be fined and reported to the Mesa Animal Control with fines up to \$2,500. Any animal running loose will be reported to the City of Mesa Animal Control. No animal should be unattended on a leash outside their unit or in the common areas. **See attachment Animal Fecal Matter, Exhibit "E"**. The animal's owner will be responsible for any fines incurred. Any animal owner who allows his/her dog(s) to bark constantly will be considered a nuisance, refer to **Noise, Section 2**.

9.4 Visitors of less than two weeks may have an animal conforming to all rules pertaining to Owners.

10. Pool / Jacuzzi

A Smoke Free Facility - Title 6, Chapter II, Mesa City Code

The pool and Jacuzzi areas are intended for the exclusive use of the residents. Residents and their invited guest may use such facilities under the following conditions:

10.1 No lifeguard will be on duty. Accordingly, persons using pool facilities do so at their own risk and the Association assumes no responsibility for accident or injury.

10.2 The pool and Jacuzzi are to be used during posted hours only.

10.3 At any given time, a Unit will be allowed no more than four (4) non-resident guests in the pool area. Residents shall be entirely responsible for the conduct and safety of their guest using the pool and Jacuzzi. Parties or gatherings of more than four guests must obtain prior written approval from the Board. A pool use form can be obtained from the Association office or a board member. Noncompliance of the above could result in loss of pool privileges and/or a fine.

10.4 Conduct must be orderly. Loud games, running, diving, rough play, screaming, yelling and offensive behavior will not be allowed. Unnecessary dunking or splashing is not permitted in the pool or Jacuzzi area. Please be cognizant of disturbing residents at the pool or living near the pool area.

10.5 No intoxicated persons are allowed in the pool area.

10.6 Beverages may be consumed in the pool and Jacuzzi areas only in plastic, metal, or other unbreakable containers. No glass containers, bottles, or other glass objects will be allowed pursuant to State Law. If any Unit owner or guest brings glass into pool area, they may be subject to fines, loss of privileges and shall be responsible for all clean-up cost for any glass breakage. No food allowed in Pool or Jacuzzi. All eating of food should be contained to tables or lounge chair area.

10.7 Residents shall not allow any litter, garbage, supplies or other articles to accumulate in the pool area. Do not dispose of diapers in pool area trash cans. Please place all aluminum cans in the labeled recycling containers. Please be considerate and clean tables of debris or spilled items before leaving pool area for use of other residents. Leaving spilled soda or food attracts ants and other insects. Please close and tie all umbrellas after use to prevent wind damage. Repeated offenses shall lead to fines and/or loss of privileges.

10.8 Persons using suntan oil must place towels over any furniture they are using.

10.9 Safety equipment available in the pool areas shall not be removed.

10.10 Swimsuits must be worn in the pool and Jacuzzi. No cut-off hemmed or unhemmed jeans may be worn.

10.11 Furniture and fixtures in the pool area shall not be removed.

10.12 Children under the age of fifteen (15) years may use the pool only when accompanied by a resident of at least eighteen (18) years of age. Children under the age of fourteen (14) years shall not use the Jacuzzi under any circumstance.

10.13 Any resident or guest who leaves the pool gate(s) open or unlocked may irrevocably lose their pool privileges and may be required to surrender their pool key(s) upon demand. The locking of pool gates is required by state law and will be strictly enforced.

10.14 No animals are permitted in the pool or Jacuzzi area.

10.15 When using the misting system, always turn it off when leaving the pool area.

10.16 If any resident or guest is asked for their Unit number and name because they are not following any of the above rules and refuse, you may be subject to pool fines and/or loss of privileges.

10.17 Repeat violations of any of the above rules for pool use will result in the loss of your pool privileges and/or incur a fine. **See attachment Fine Schedule, Exhibit "F"**

11. Motor Vehicles and Parking

11.1 Residents shall use only covered parking places assigned to their unit. An authorized parking decal must be obtained from the Association Office and displayed on the lower left corner of the windshield (driver's side) of the vehicle. Residents must obtain guest parking passes for overnight guests. If the office is closed and you have an unexpected overnight guest, you may leave a message on the office answering machine, with the make, model, and license plate number, and number of your unit or obtain a guest pass from any Board member. Vehicles not displaying a decal or guest pass are subject to towing, without notification, at the owner's expense. Landlords are responsible to inform their tenants of their designated parking area and to obtain parking decal or guest pass if and when needed.

11.2 Double parking, failure to obey posted signs and parking in any fire lane (red curb areas) is not permitted. Violators will be subject to fines and towing.

11.3 Vehicles not in running order and/or without current registration will not be permitted to remain on the premises unless prior written approval is obtained from the Association and may be towed at owner's expense.

11.4 Vehicles not meeting the above conditions can be towed without notification at owner's expense.

11.5 The complex was not designed as a garage or car wash and therefore auto repairs, maintenance, and car washing are not permitted at any time. Only emergency situations will be tolerated (getting a car ready to be moved to another location for repairs).

11.6 Vehicles leaking fluids will not be allowed to remain on the complex. The costs of removing excess oil leakage and repairing asphalt from leaking vehicles will be charged to the Unit Owner.

11.7 Motorcycles must be registered as a vehicle and obtain a parking decal. Parking decal must be placed in the lower left side of the windshield. If there is no windshield on the motorcycle, another area will be determined. A board or pad (pads are often purchased or available thru motorcycle dealerships) must be placed under the kickstand of the motorcycle when parked on the complex. This is to displace the weight and not damage the asphalt. Repair for damage to asphalt caused by the kickstand will be charged to Unit Owners. Guest parking passes must also be obtained for overnight guest to park a motorcycle. Landlords are responsible to inform their tenants of their designated parking area and to obtain parking decal or guest pass if and when needed.

11.8 The parking of oversized vehicles/trailers, that being anything that does not fit in one parking space shall be limited to a maximum of 72 hours. Notification must be given to the association regarding ownership of this vehicle. Trucks with extended cabs should be backed into parking spaces so as not to extend into the driving area of the parking lot.

12. Prohibited Activities

12.1 No noxious, illegal or offensive activities shall be carried on in any part of the property. Nothing shall be done which may be or may become an annoyance or a nuisance to residents or which shall in any way affect the rate of insurance for the Association.

12.2 No intoxicated persons are allowed in the common areas at any time.

12.3 No riding bicycles, tricycles, skateboards, inline skates, scooters or motorized toys are permitted on the sidewalks or in the common areas. Basketball, football, soccer, baseball games or other athletic activities will not be permitted within the confines of Dobson Greens Condominiums. Any resulting damage to landscape or sprinklers will be at Owner's cost.

12.4 Any noise, stereo, music, guest, etc. that can be heard outside by other tenants is too loud. Such noise must be confined to the Unit only.

12.5 Any activity, which will damage the structure of any building or common area, will not be tolerated.

12.6 The use of open flame grills is prohibited. Permissible grills must be positioned towards the outer wall of the balcony/patio when in use.

12.7 The use of water shall be limited to individual needs within the Unit. Outside faucets shall only be used for the watering of plants and clean up in and around the Units. There shall be no use of water for commercial purposes unless authorized by the association.

13. Signs

One "For Sale or Lease" sign may be placed at a unit providing that its placement is on property owned by that condo owner. The sign must be commercially produced and of size not to exceed 18" x 24" with a rider not to exceed 6" x 24". A sign for a unit being "sold by owner" must follow the same requirements. Open house signs are not to be displayed in the common area.

14. Business

No Unit shall be occupied and used except for single-family residential purposes by the Owner, their tenants, and social guest, and no trade or business shall be conducted therein.

15. Radio and Television Antennas

No alteration to, or modification of, a central radio, television antenna system, cable television system, or satellite dish, whichever is applicable, and no occupant shall be permitted to construct, use, or operate his own external radio, and/or television antenna, or satellite dish without the written consent of the Association. All approved changes or additions must be within the architectural guidelines set by the Board or appointed committee. An architectural application must be approved by the Board or its appointed representative before it can be installed.

16. Clotheslines

No exterior clothesline shall be erected or maintained and there shall be no outside laundering or drying of clothes. No clothes of any kind (towels, bathing suits, rugs, etc.) shall be placed on balcony walls of upper units or hung by any other means from any unit.

17. Garbage and Litter Disposal

All litter, trash and garbage shall be securely bagged and placed in the dumpsters and may not be left in the common areas. If the dumpster is full, take trash to another Dobson Greens dumpster; do not place outside of dumpster. Trash, garbage and other waste shall not be kept within a Unit except in sanitary containers. Large items such as furniture, mattresses, hot water heaters, washer/dryers are not to be placed in or beside dumpsters. Residents are responsible for proper disposal of such items; the City of Mesa will not pick up these items. **It is suggested, All Contractors repairing or remodeling any Unit are responsible for off site (dumpsters should not be used) disposal of any waste or debris associated with remodeling or repairs. This includes all cardboard boxes items may be shipped in. The owner of the Unit is responsible to inform any contractor they may hire.**

18. Workshops

No workshops shall be permitted on the property except with prior written approval of the Association.

19. Violations and Fines

Each Owner is responsible for any violation of any of the foregoing rules by the Owner's family members, guest, renters, employees, agents, visitors, or licensees. In the event of a violation, the Association may send a warning letter if applicable or assess fines against the Owner as follows:

A fine may be assessed against an Owner only after a notice of intent to levy a fine for a specific violation has been mailed by first class mail, via email, or hand delivered to such Owner. Within twenty-one (21) calendar days after such notice has been mailed, via email, or delivered, the Owner so notified may, by giving notice in writing to the Association by first class mail, via email, or hand delivery to the Association office, request a hearing before the Association's Board of Directors concerning his or her defense, if any, or mitigating circumstances, if any to the alleged violation. Within not less than five (5) or more than thirty (30) days after receipt of a written request for a hearing timely mailed, via email, or delivered, the Board of Directors shall meet with such Owner. If an Owner given notice of the violation does not request a hearing within the specific time or fails to appear at a properly scheduled hearing, he or she shall be deemed to have waived his or her right to a hearing. Any fine levied by the majority vote of a quorum of the Directors after the hearing of the waiver thereof shall be considered a special assessment, and shall be collectible by the Association in the same manner as all other such assessments as provided in the Declaration of Covenants, Conditions, and Restrictions.

20. Residents

No more than four adult persons shall reside in a Unit at a given time. However, additional guests may be allowed for reasonably short periods of time.

21. Liability Of Owners for Damage to Common Areas

The Owner of each Unit shall be liable to the Association for all damages to the common areas caused by such Owner or an occupant of the Owner's Unit or guest.

22. Water

All Owners/landlords shall be knowledgeable as to the location of the shut off valves to their Unit and how to turn them off in case of a water leak. Some units have a master shut off valve for their building quadrant. Each owner is responsible to know where this master shut off valve is and how to turn off in case of emergency to the building quadrant. To locate and check if your Unit has a master shut off valve, **See attachment Master Valve List, Exhibit "G"**. It is the Unit owner's responsibility to inform tenants of these procedures.

22.1 Procedure in the event of a water emergency:

1. If the water leak is from within your unit, immediately turn off **Unit water shut off valve** to prevent further damage.
2. If Unit is tenant occupied, immediately turn off **Unit water shut off valve** and tenant should immediately contact landlord or designated third-party Management Company.

3. If water is coming into your Unit from another Unit;

☐ Contact unit owner or tenant occupying Unit the water is thought to be coming from and have them turn off their water shut off valve to prevent further damage until it can be determined source of leak.

☐ **Call water emergency number 480-839-9079 and listen for instructions** if Unit owner or tenant is not available so either of them can be notified.

☐ If unit owner is not available the Association will enter the unit to turn off the water shut off valve. **See attachment Unit Entry, Exhibit “G”.**

23. Mesa Tri - Star Program

The Board and Homeowners Association, by resolution, elect to participate in the Mesa Tri-Star Program sponsored by the City of Mesa, recorded with Maricopa County and effective 5/3/96. The Mesa Tri-Star Program is a partnership between the Mesa Police Department, owners/ or landlords and residents working together in a cooperative effort to create a safer community. It is designed to help reduce criminal activity and police calls for service at multi-housing properties. It is recommended that all owners/landlords include a crime free addendum as part of their lease. **See Attachment Crime Free Lease Addendum, Exhibit “H” as an example.**

24. Insurance

24.1 It is recommended that each Unit Owner obtain a condominium owner’s policy. This policy is also known as an HO-6 which is recommended to provide coverage for your personal property, furniture, additional living expenses (in the event your unit is uninhabitable due to a covered claim), all upgrades, improvements and betterments and personal liability. In cases where you are uncertain about your needs, consult with your personal insurance agent about adding an estimated amount of insurance coverage to your HO-6 policy.

24.2 The Association master policy carries a deductible. In the event of a claim, the Association shall seek to recover the deductible from the Unit Owner(s) involved in the claim. This obligation to pay the deductible may be offset by your HO-6 if you add building coverage. Consult your personal insurance agent.

24.3 If you have a claim, notify the Association office or a designated board member and your homeowner’s insurance carrier. Claims that involve your personal property, furniture and upgrades must be submitted to your homeowners’ insurance carrier.

25. Modifications

The Board of Directors reserves the right to modify the foregoing CC&P’s or otherwise restrict and regulate the use and occupancy of the property and the common elements by reasonable rules and regulations of general application adopted by the Board from time to time.

The Board approved these C.P. & P.’s modifications in December 2016.

Exhibit "A"

Subject: Procedures for Rental. All Owners who rent or who are considering renting their Unit are subject to these procedures. This also pertains to instances where the Owner rents to a family member.

1. Without limiting the foregoing, no Owner shall enter into any lease for less than the entire Unit, for a term of less than thirty (30) days. No owner shall rent less than the entire Unit unless owner also occupies the Unit. An Owner may designate a third party (such a rental manager or real estate agent) in writing to act as the owner's "agent" with respect to all association matters related to the rental unit. When the Association receives the written designation, the Association is "authorized" to deal with the agent but is not obligated to do so. The Association may still deal directly with the owner.

2. The Community Policies and Procedures (CP&P's) shall be included in the lease agreement.

In the interest of protecting Owners and their families, preserving property values and enhancing the quality of life within the community, the Association has developed community "CP&P's". Tenants may not have full knowledge of "CP&P's", unless given a copy, which causes confusion and inadvertent non-compliance of tenants' behavior.

3. All rental Units shall be registered with the Association fifteen (15) days before the start of the lease or prior to occupancy of the tenant.

4. It is the Owner's or designated third party's responsibility to register with the Association office a complete Tenant/Occupant Registration form including the following information:

- ☐ The names of the tenants
- ☐ Contact information for adults (all tenants over the age of 18) occupying the unit
- ☐ The time period of the lease including the beginning and ending dates of the tenancy
- ☐ A description of the tenant's vehicle and or vehicles
- ☐ The license plate numbers of the tenant's vehicle and or vehicles

5. The Association charges \$25 to obtain the information in #4 above and is due with the registration form. The Association may impose a fine of no more than \$15 for an owner's failure to provide the information in #3 and #4 above.

6. Tenants must communicate to the Association through their landlords.

7. All tenant violations will be directed to the landlord in writing, via email or hand delivered. The landlord must take action to resolve the violation with its tenant to avoid fines.

8. The Owner is responsible for the conduct of the tenant and the tenant's guests and will be assessed any fines if the tenant is not in compliance with "CP&P's".

9. It is the responsibility of the landlord to pay all fines on time.

10. It is recommended to all Unit Owners/landlords to utilize a "crime free lease addendum".

11. It is recommended to all Unit Owners/landlords to encourage their tenants to obtain rental insurance.

12. While an Owner has a Unit rented, the Owner gives up their right to the use of the common area (pool, laundry facility and etc.)

13. It is the responsibility of the legal Owner of the Unit to ensure that all above procedures and requirements are met.

These Rental Procedures are adopted by the Board of Directors in the best interest of the

Dobson Greens Homeowners Association, families and residents.

Exhibit "B"

Subject: Unit Entry

**Declaration of Horizontal Property Regime and Declaration of
Covenants, Conditions and Restrictions
Paragraph 20 - Page 37**

20. Entry of Board or its Agent. The Board or its authorized agents may enter any Unit at any time, upon reasonable notice to the Owner of the Unit, when two (2) members of the Board deem it necessary or advisable for the enforcement of any restriction herein above set forth, to effect necessary repairs or otherwise for the protection and preservation of that Unit or other Units. In addition, the Board or its authorized agents may enter any Unit at any time without notice when any member of the Board or its authorized agent believes in his discretion that an emergency exists and that such entry is necessary in order to protect any person or property in such Unit or any adjoining Units.

If it becomes necessary to break into a Unit because no key(s) or means of access was provided by the Occupant or Owner, as required herein, the Association, its directors, officers and agents shall not be liable for any damage done to the Unit as a result of the exercise of this right of entry. The party exercising this right of entry shall see that reasonable measures are taken to secure the Unit until either the Occupant or Owner shall be notified that the Unit has been entered. Each Occupant or Owner shall either (1) leave a key with the manager of the Association or (2) leave a key with another Occupant or Owner and inform the manager in writing of the name of the Occupant or Owner with whom the key has been left. In the event that the Occupant or Owner with whom such key has been left is not available at a time when it is necessary to exercise this right of entry, the Unit may be forcibly entered pursuant to the conditions stated above.

Exhibit "C"

Subject: Building Maintenance

Because of the age of our buildings, electrical and sewer systems, we are suggesting that, "An ounce of prevention is worth a pound of cure".

We would recommend that you keep your sewer outlets clean by putting sewer or pipe cleaner in your sinks, bathtubs, and toilets, at least once per month.

There are many products on the market that will do the job, some are better than others. Please read the instructions on the product that you purchase.

Thank you for your cooperation in this endeavor to keep us more comfortable in our daily living.

Exhibit "D"

Subject: Crime and Children

Due to the increase in crime related incidents involving children the foregoing request to parents is respectfully submitted for the health, safety and welfare of your child/children.

When outside a Unit, children under the age of 10 years old must be under the watchful eye of the parent, and/or servant of related person responsible for the wellbeing of the child/children.

Definition of supervision/watch: To keep one's eyes on, to keep in view preventing harm or warning of danger. The small children should not be allowed to wander or play outside the visual field of their respective residents, unless accompanied by a parent or guardian over the age of 18. The Board of Directors or employees are not responsible for your child's actions or reporting their actions to the parent. That responsibility belongs to the parent only.

If the situation of neglect on the part of the parent, guardian, or related person responsible for the health, safety, and

welfare of the children arises, only then should it be reported to the Board for a violation of the Community Policies and Procedures.

Therefore, any resident who sees any unsupervised child/children playing in the common areas without supervision please contact the parent or guardian. This procedure should be done with respectful communication to the child/children and parent/guardian. We want all children to be able to play safely and comfortably within the confines of our complex, without destroying or damaging any area of the common element.

Exhibit "E"

Subject: Animal Fecal Matter

We have a severe problem in relationship to animal owners allowing their animals to defecate on the common grounds.

Animal fecal matter spreads disease, specifically roundworms, tapeworms and giardia parasites that infect the human intestines. Parvo can be passed on to other dogs and ringworms and feline A.I.D.S., which can be spread by cat fecal matter. Also flies, that carry various types of disease, lay eggs on animal fecal matter that is not removed; as a result, maggots will be produced.

All animal owners must have their animal on a six (6) foot leash, and also have suitable equipment to pick-up after your animal before you leave the designated animal run area. No animals are allowed to roam or run loose in the common grounds. This includes cats. No animal should be unattended on a leash outside their unit or in the common areas.

All animals must have a license with collar and evidence of vaccinations. Please bring your license to the office, so it may be recorded. This is in compliance with Ordinance 2919, City of Mesa. Please refer to Article 9 of the Community Policies and Procedures; you will lose your animal privileges if your animal is not registered with the office.

We are asking all residents to please watch, and if you witness any animal defecating on the lawn, watch to see which unit they return to, then please call the Mesa Police Animal Control, 644-2044 and report the animal owner and Unit #. Your name will not be used, if you feel uncomfortable with this, report it to the office immediately or any Dobson Greens personnel.

The board is very serious on this matter and will take all necessary steps to ensure the health, safety and welfare of all residents within Dobson Greens.

The Board does realize that some animal owners do pick-up after their animals, and we wish to thank those.

Exhibit "F"

Subject: Fine Schedule

First Offense – Notice of intent to levy a fine – 21 calendar days to comply with option to appeal. The homeowner has the right to a hearing in front of the Board of Directors, to be scheduled during the-compliance period.

Should the violation go uncorrected and/or no hearing requested, the fine schedule is as follows:

1st notice - \$25.00 & \$5.00/day – 10 days to comply

2nd notice - \$50.00 & \$10.00/day – 10 days to comply

3th notice – advice of legal action

Court hearing and injunction

Recurring Violations

Same offense, corrected and repeated

1. Notice of violation with intent to levy fine

2. \$25.00 fine, \$5/day until corrected – 1st offense

3. \$50.00 fine, \$10/day until corrected – 2nd and subsequent offenses

**** Nuisances – Loud Noises - Family Quarrels**

Upon second occurrence of such nuisance, there are no hearings. Fine levied as special assessment.

Multiple Violations

Four (4) written violation notices issued within a one-year period will be considered a nuisance. On the 5th and any thereafter a \$50 fine will be levied.

Fines are due and payable within 30 days of being levied. Unpaid fines and expenses together with interest from the date such expenses were incurred; costs and reasonable attorney fees shall be secured by judgment.

Fines for violation of Pool Rules after office or Board member have received a complaint:

First Offense –Warning letter from the HOA Board explaining the violation and intent to fine for repeated violations.

When the violation goes uncorrected:

First repeated offenses:

- ☐ Loss of pool privileges for one (1) month
- ☐ \$25 fine

Second repeated offenses:

- ☐ Loss of pool privileges for three (3) month
- ☐ \$50 fine

Third repeated offense:

- ☐ Loss of pool privileges for one year (12 months) and surrender of pool keys
- ☐ \$75 fine

Subsequent repeated offenses:

- ☐ Loss of pool privileges indefinitely per Board decision
- ☐ \$100 fine

Provisions Establishing Fines for Violations of Rules & Regulations

- ☐ Notice sent out to Owner of violation, first class mail, via email or hand delivered.
- ☐ Within 21 calendar days Owner must answer requesting a hearing
- ☐ Board must meet within not less than 5 days or more than 30 days after receipt of written request for hearing. If Owner is a no show within specified time, he or she waived his right and fine duly levied as a special assessment.

Exhibit "G"
Subject: Master Valve List

Water Shut off Valves for Each Quadrant

Units in Quad Valve Location	Master Valve Location	Units in Quad	Master
101 102 201 202	102 pantry	141 142 241 242	141 pantry
103 104 203 204	104 pantry	143 144 243 244	144 storage
105 106 205 206	106 storage	145 146 245 246	146 storage
107 108 207 208	107 storage	147 148 247 248	147 pantry
109 110 209 210	109 storage	149 150 249 250	150 pantry
111 112 211 212	111 storage	151 152 251 252	maintenance shop by hot water heater
113 114 213 214	113 storage	153 154 253 254	
115 116 215 216	115 storage	155 156 255 256	156 storage
117 118 217 218	118 storage	157 158 257 258	157 storage
119 120 219 220	119 storage	159 160 259 260	160 storage
121 122 221 222	121 pantry	161 162 261 262	161 storage
123 124 223 224	124 pantry	163 164 263 264	163 pantry
125 126 225 226	126 storage	165 166 265 266	165 storage
127 128 227 228	127 storage	167 168 267 268	167 storage
129 130 229 230	130 storage	169 170 269 270	170 storage
131 132 231 232	131 storage	171 172 271 272	172 pantry
133 134 233 234	133 storage	173 174 273 274	174 pantry
135 136 235 236	135 storage	175 176 275 276	175 pantry
137 138 237 238	137 storage	177 178 277 278	177 pantry
139 140 239 240	140 pantry	Office	Office bathroom

KEEP FOR REFERENCE

This information will be needed in order to do plumbing repairs

In consideration of the execution or renewal of a lease of the dwelling unit identified in the lease, Owner and Resident agree as follows:

1. Resident, any members of the resident's household or a guest or other persons affiliated with the resident shall not engage in criminal activity, including drug-related criminal activity, on or near the said premises. "Drug related criminal activity" means the illegal manufacture, sale, distribution, use, or possession with intent to manufacture, sell, distribute, or use an illegal or controlled substance (as defined in Section 102 of the Controlled Substance Act [21 U.S.C.802])
2. Resident, any member of the resident's household or a guest or other person under the resident's control shall not engage in any act intended to facilitate criminal activity, including drug-related criminal activity, on or near the said premises.
3. Resident, or members of the household will not permit the dwelling unit to be used for, or to facilitate criminal activity including drug-related criminal activity, regardless of whether the individual engaging in such activity is a member of the household, or a guest
4. Resident, any member of the resident's household or a guest, or another person under the resident's control shall not engage in the unlawful manufacturing, selling, using, storing, keeping, or giving of an illegal or controlled substance as defined in A.R.S. 13-3451, at any locations, whether on or near the dwelling unit premises
5. Resident, any member of the resident's household or a guest or other person under the resident's control shall not engage in any illegal activity, including prostitution as defined in A.R.S. 13-3211, criminal street gang activity as defined in A.R.S. 13-105 and A.R.S. 13-2308, threatening or intimidating as prohibited in A.R.S.13-1202, assault as prohibited in A.R.S. 13-1203, including but not limited to the unlawful discharge of firearms, on or near the dwelling unit premises, or any breach of the lease agreement that otherwise jeopardizes the health, safety, and welfare of the landlord, his agent, or other tenant, or involving imminent or actual serious property damage, as defined in A.R.S. 33-1368
6. VIOLATION OF THE ABOVE PROVISIONS SHALL BE A MATERIAL AND IRREPARABLE VIOLATION OF THE LEASE AND GOOD CAUSE FOR IMMEDIATE TERMINATION OF TENANCY. A single violation of any of the provisions of this added addendum shall be deemed a serious violation, and a material and irreparable non-compliance. It is understood that a single violation shall be good cause for immediate termination of the lease under A.R.S. 33-1377, as provided in A.R.S. 33-1368. Unless otherwise provided by law, proof of violation shall not require a criminal conviction, but shall be by a preponderance of the evidence.
7. In case of conflict between the provisions of this addendum and any other provisions of the lease, the provisions of this addendum shall govern.
8. This LEASE ADDENDUM is incorporated into the lease executed or renewed this day between Owner and Resident.

Resident Signature

Date: _____

Property Manager/Owner's Signature

Date: _____

Property Name/Location	Property Type	Property Address	Property Value	Property Status	Property Description	Property Notes
123 Main St, New York, NY	Residential	123 Main St, New York, NY 10001	\$1,200,000	Active	3 bed, 2 bath, 1500 sq ft	Call agent for details
456 Oak Ave, Los Angeles, CA	Commercial	456 Oak Ave, Los Angeles, CA 90001	\$500,000	Pending	2000 sq ft, 10 units	Offer letter sent
789 Pine Rd, Chicago, IL	Industrial	789 Pine Rd, Chicago, IL 60601	\$2,500,000	Active	50,000 sq ft, 10 units	Call agent for details
101 Elm St, San Francisco, CA	Residential	101 Elm St, San Francisco, CA 94101	\$1,500,000	Active	3 bed, 2 bath, 1800 sq ft	Call agent for details
202 Maple Dr, Houston, TX	Commercial	202 Maple Dr, Houston, TX 77001	\$750,000	Pending	3000 sq ft, 10 units	Offer letter sent
303 Cedar Ln, Phoenix, AZ	Industrial	303 Cedar Ln, Phoenix, AZ 85001	\$1,800,000	Active	40,000 sq ft, 10 units	Call agent for details
404 Birch St, Miami, FL	Residential	404 Birch St, Miami, FL 33101	\$900,000	Active	3 bed, 2 bath, 1600 sq ft	Call agent for details
505 Walnut Ave, Seattle, WA	Commercial	505 Walnut Ave, Seattle, WA 98101	\$1,100,000	Pending	2500 sq ft, 10 units	Offer letter sent
606 Spruce Rd, Denver, CO	Industrial	606 Spruce Rd, Denver, CO 80201	\$2,200,000	Active	45,000 sq ft, 10 units	Call agent for details
707 Ash St, Portland, OR	Residential	707 Ash St, Portland, OR 97201	\$1,300,000	Active	3 bed, 2 bath, 1700 sq ft	Call agent for details
808 Hickory Dr, San Diego, CA	Commercial	808 Hickory Dr, San Diego, CA 92101	\$800,000	Pending	3500 sq ft, 10 units	Offer letter sent
909 Cypress Ln, Dallas, TX	Industrial	909 Cypress Ln, Dallas, TX 75201	\$1,900,000	Active	42,000 sq ft, 10 units	Call agent for details
1010 Sycamore St, Austin, TX	Residential	1010 Sycamore St, Austin, TX 78701	\$1,400,000	Active	3 bed, 2 bath, 1900 sq ft	Call agent for details
1111 Magnolia Ave, San Jose, CA	Commercial	1111 Magnolia Ave, San Jose, CA 95101	\$1,000,000	Pending	2800 sq ft, 10 units	Offer letter sent
1212 Dogwood Rd, San Antonio, TX	Industrial	1212 Dogwood Rd, San Antonio, TX 78201	\$2,100,000	Active	48,000 sq ft, 10 units	Call agent for details
1313 Redwood St, San Francisco, CA	Residential	1313 Redwood St, San Francisco, CA 94101	\$1,600,000	Active	3 bed, 2 bath, 2000 sq ft	Call agent for details
1414 Juniper Dr, Los Angeles, CA	Commercial	1414 Juniper Dr, Los Angeles, CA 90001	\$950,000	Pending	3200 sq ft, 10 units	Offer letter sent
1515 Fir Ln, Chicago, IL	Industrial	1515 Fir Ln, Chicago, IL 60601	\$2,300,000	Active	46,000 sq ft, 10 units	Call agent for details
1616 Willow St, Miami, FL	Residential	1616 Willow St, Miami, FL 33101	\$1,100,000	Active	3 bed, 2 bath, 1750 sq ft	Call agent for details
1717 Poplar Ave, Seattle, WA	Commercial	1717 Poplar Ave, Seattle, WA 98101	\$1,250,000	Pending	3000 sq ft, 10 units	Offer letter sent
1818 Cherry Rd, Denver, CO	Industrial	1818 Cherry Rd, Denver, CO 80201	\$2,400,000	Active	49,000 sq ft, 10 units	Call agent for details
1919 Peach St, Portland, OR	Residential	1919 Peach St, Portland, OR 97201	\$1,350,000	Active	3 bed, 2 bath, 1850 sq ft	Call agent for details
2020 Plum Dr, San Diego, CA	Commercial	2020 Plum Dr, San Diego, CA 92101	\$850,000	Pending	3300 sq ft, 10 units	Offer letter sent
2121 Apple Ln, Dallas, TX	Industrial	2121 Apple Ln, Dallas, TX 75201	\$2,000,000	Active	44,000 sq ft, 10 units	Call agent for details
2222 Orange St, Austin, TX	Residential	2222 Orange St, Austin, TX 78701	\$1,450,000	Active	3 bed, 2 bath, 1950 sq ft	Call agent for details
2323 Lemon Ave, San Jose, CA	Commercial	2323 Lemon Ave, San Jose, CA 95101	\$1,050,000	Pending	2900 sq ft, 10 units	Offer letter sent
2424 Lime Rd, San Antonio, TX	Industrial	2424 Lime Rd, San Antonio, TX 78201	\$2,150,000	Active	47,000 sq ft, 10 units	Call agent for details
2525 Grape St, San Francisco, CA	Residential	2525 Grape St, San Francisco, CA 94101	\$1,650,000	Active	3 bed, 2 bath, 2050 sq ft	Call agent for details
2626 Raisin Dr, Los Angeles, CA	Commercial	2626 Raisin Dr, Los Angeles, CA 90001	\$1,000,000	Pending	3100 sq ft, 10 units	Offer letter sent
2727 Berry Ln, Chicago, IL	Industrial	2727 Berry Ln, Chicago, IL 60601	\$2,350,000	Active	47,000 sq ft, 10 units	Call agent for details
2828 Strawberry St, Miami, FL	Residential	2828 Strawberry St, Miami, FL 33101	\$1,150,000	Active	3 bed, 2 bath, 1800 sq ft	Call agent for details
2929 Peach Ave, Seattle, WA	Commercial	2929 Peach Ave, Seattle, WA 98101	\$1,300,000	Pending	3200 sq ft, 10 units	Offer letter sent
3030 Plum Rd, Denver, CO	Industrial	3030 Plum Rd, Denver, CO 80201	\$2,450,000	Active	50,000 sq ft, 10 units	Call agent for details
3131 Apple St, Portland, OR	Residential	3131 Apple St, Portland, OR 97201	\$1,400,000	Active	3 bed, 2 bath, 1900 sq ft	Call agent for details
3232 Orange Dr, San Diego, CA	Commercial	3232 Orange Dr, San Diego, CA 92101	\$900,000	Pending	3400 sq ft, 10 units	Offer letter sent
3333 Lemon Ln, Dallas, TX	Industrial	3333 Lemon Ln, Dallas, TX 75201	\$2,050,000	Active	45,000 sq ft, 10 units	Call agent for details
3434 Lime St, Austin, TX	Residential	3434 Lime St, Austin, TX 78701	\$1,500,000	Active	3 bed, 2 bath, 2000 sq ft	Call agent for details
3535 Grape Ave, San Jose, CA	Commercial	3535 Grape Ave, San Jose, CA 95101	\$1,100,000	Pending	3000 sq ft, 10 units	Offer letter sent
3636 Raisin Rd, San Antonio, TX	Industrial	3636 Raisin Rd, San Antonio, TX 78201	\$2,200,000	Active	48,000 sq ft, 10 units	Call agent for details

FEE SCHEDULE

Assessment Late Charge \$22.50
(After 15 days)

Copies made by the office / per copy .15

Lien Fee \$250.00 plus costs

Mailbox Lock & Key \$40.00

Owner/Rental Administration Fee \$25.00

Owner/Rental Administration late fee \$15.00
(After 15 days of notice)

Pool Key \$25.00

Refinance Packet Fee
Sent by mail \$15.00
Sent via electronic copy (email) \$5.00

Return Check Fee \$25.00 plus costs
Transfer Fee \$350
Disclosure Fee \$216.00
(Cancelled Escrow will result in charge of \$216.00)

Reprint of Association Documents
Mailed copies CC&Rs \$100
 By Laws \$25
 CP&Ps \$25
Electronic copies CC&R's \$10
 By Laws \$5
 CP&Ps \$5