



**RULES and RESTRICTIONS
POLICIES and PROCEDURES**

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RULES AND RESTRICTIONS OF DOVE RANCH

The Rules and Restrictions are a part of the Governing Documents of Dove Ranch. The restrictions contained herein shall apply to all of Dove Ranch until such time as they are amended, modified, repealed, or limited pursuant to the By-Laws, Declaration of Covenants, Conditions and Restrictions for Dove Ranch ("Declaration"). The Rules and Restrictions are intended to compliment and be consistent with the Declaration, By-Laws, Design Guidelines and other Governing Documents of Dove Ranch. Should a conflict exist, the provisions of the By-Laws, Declaration or the Design Guidelines shall control over the Rules and Restrictions.

Each Owner, Builder, Owner/Builder, Person or other interested party is responsible for obtaining, reviewing and complying with these Rules and Restrictions, including any amendments or supplements thereto. Each Owner, Builder, Owner/Builder, Person or other interested party is responsible for insuring that all employees, agents, representatives, sub-contractors, heirs, assigns and successors obtain, review and comply with the Rules and Restrictions, including any amendments or supplements thereto. Copies of the Rules and Restrictions, along with any amendments or supplements, may be obtained from the Association.

Failure to comply with the Rules and Restrictions may result in the imposition of sanctions.

I. General

1. The words used in these Rules and Restrictions shall be given their normal, commonly understood definitions. Capitalized terms shall have the same meaning as set forth in the Declaration and any Supplemental Declaration(s), unless the context indicates otherwise.

2. Other than areas zoned specifically for commercial use, Dove Ranch shall be used only for residential, recreational, and related purposes (which may include, without limitation, an information center and/or a sales office for real estate activity of Declarant and Builders authorized by Declarant for use to assist in the sale of property described in Exhibit "A" or "B," offices for any professional management agent(s) retained by the Association, or business offices for Declarant or the Association) consistent with this Declaration and any Supplemental Declaration.

3. Each Residential Lot (as designated on the plat) shall be improved, occupied and used only for residential purposes. Home Occupations are permitted subject to the conditions and restrictions set forth herein or elsewhere in the Governing Documents. Attached or detached Accessory Dwelling Units (ADU), guesthouses or caretaker units shall be permitted only if allowed by applicable zoning, approved by the Town of Bayfield and the Design Review and Covenant Control Committee ("DRC"). A guesthouse or caretaker unit may be

occupied only by the same persons that are permitted hereunder to occupy the residence, and may not be rented separate from a rental of the resident. ADUs, to the extent permitted, may be rented subject to the conditions set forth herein or elsewhere in the Governing Documents.

4. All Improvements constructed within or placed upon Dove Ranch shall be new. No used, previously erected, modular, or temporary house, structure, or non-permanent out-building shall ever be placed, erected, or allowed to remain within Dove Ranch except temporary structures or construction trailers used for construction office purposes during the construction of a residence, which temporary facilities shall be removed immediately following completion of construction and in any event no later than 12 months following commencement of construction or remodeling unless a written extension is granted. No trailer, incomplete residence or other structure other than a residence completed in accordance with approved plans shall ever be used or occupied at any time for residential purposes, either temporarily or permanently. No completed residence shall be occupied in any manner until all provisions and all conditions of development approval have been complied with, and a Certificate of Compliance or Completion has been issued and a Certificate of Occupancy from the Town of Bayfield has been obtained. The work of constructing, altering or remodeling any residence or other improvement within Dove Ranch shall be prosecuted diligently from the approval and commencement of construction until completion and final approval.

5. Similarly situated Owners shall be treated similarly, unless circumstances exist to justify dissimilar treatment.

6. The rights of Owners to display religious and holiday signs, symbols, and decorations inside structures on their Units of the kinds normally displayed in dwellings located in residential neighborhoods shall not be abridged, except that the Association may adopt time, place, and manner restrictions with respect to displays visible from outside the dwelling.

7. No rules shall regulate the content of political signs; however, rules may regulate the times, place and manner of posting such signs (including design criteria).

8. No rule shall interfere with the Owners' freedom to determine the composition of their households, except that the Association shall have the power to require that all occupants be members of a single housekeeping unit and to limit the total number of occupants permitted in each Unit on the basis of the size and facilities of the Unit and its fair use of the Common Area.

9. No rule shall interfere with the activities carried on within the confines of dwellings, except that the Association may prohibit activities not normally associated with property restricted to residential use, and it may restrict or prohibit any activities that create monetary costs for the Association or other Owners, that create a danger to the health or safety of occupants of other Units, that generate excessive noise or traffic, that create unsightly conditions visible outside the dwelling, or that create an unreasonable source of annoyance.

10. No rule shall alter the allocation of financial burdens among the various Units or rights to use the Common Area to the detriment of any Owner over that Owner's objection expressed in writing to the Association. Nothing in this provision shall prevent the Association from changing the Common Area available, from adopting generally applicable rules for use of Common Area, or from denying use privileges to those who are delinquent in paying assessments, fees or fines, abuse the Common Area, or violate the Governing Documents. This provision does not affect the right to increase the amount of assessments.

11. No rule shall prohibit leasing or transfer of any Units, or require consent of the Association or Board for leasing or transfer of any Unit; provided, the Association or the Board may require a minimum lease term of up to 12 months. The Association may require that Owners use lease forms approved by the Association but shall not impose any fee on the lease of any Unit greater than an amount reasonably based on the costs to the Association of administering that lease. Contemporaneously with the execution of the lease a copy thereof with name, address and telephone number of tenant and property manager, if any, shall be delivered to the Association by the Owner. Information on file with Association shall be kept current by Owner.

12. No rule shall require an Owner to dispose of personal property that was in or on a Unit prior to the adoption of such rule if such personal property was in compliance with all rules previously in force. This exemption shall apply only during the period of such Owner's ownership of the Unit, and shall not apply to subsequent Owners who take title to the Unit after adoption of the rule. The forgoing notwithstanding, should such nonconforming personal property be removed it may not be replaced to the extent it does not comply with the then current Governing Documents.

13. No rule or action by the Association or Board shall unreasonably impede Declarant's right to develop Dove Ranch.

II. Restricted and Prohibited Activities

In an effort to maintain the standards for use and conduct that give Dove Ranch its identity and to maintain the values of the property, the following activities are prohibited within Dove Ranch unless expressly authorized by, and then subject to such conditions as may be imposed by, the Board:

1. Street Parking. Registered vehicles may be parked on public streets unless otherwise restricted by the Association or the Town of Bayfield. There shall be no street parking on Dove Ranch Road from CR 501 through the first intersection adjacent to the entry medians. There is to be no parking of large commercial vehicles, equipment, mobile homes,

recreational vehicles, golf carts, boats and other watercraft, trailers, stored vehicles, or inoperable vehicles unless they can be parked in an enclosed garage or behind approved fencing. Construction, service and delivery vehicles shall be exempt from this provision during daylight hours for such period of time as is reasonably necessary to provide service or to make a delivery to a Unit or the Common Area. The Town or the Association may place reasonable parking restrictions on days and time parking is allowed both temporary and permanent to facilitate street maintenance, repair, sweeping, snow plowing or any other typical, common or necessary activity.

2. Animals. Raising, breeding, or keeping animals, livestock, or poultry of any kind is prohibited within Dove Ranch. Except that a reasonable number of dogs, cats, or other usual and common household pets may be permitted in a Unit. If the Board makes a determination that a Unit has more than a reasonable numbers of dogs, cats or other common household pets, the Board may require the Unit to remove some of the pets or, in its sole discretion, may allow the pets to remain under the condition that no additional pets may be added to the Unit unless and until the total number has decreased to within a reasonable limit. Dogs shall be kept on a leash or otherwise confined in a manner acceptable to the Board whenever outside the dwelling or as required by Town Ordinance. Pets shall be registered, licensed and inoculated as required by law. Those pets which are permitted to roam free, or, in the sole discretion of the Board, make continued or on-going objectionable noise, endanger the health or safety of, or constitute a nuisance or inconvenience to the occupants of other Units shall be removed upon the Board's request. If the pet owner fails to honor such request, the Board may remove the pet.

3. Odors and Noises. Any activity which emits foul or obnoxious odors outside the Unit or creates noise or other conditions which tend to disturb the peace and tranquility or threaten the safety of the occupants of other Units is strictly prohibited. Use or discharge of any radio, loudspeaker, horn, whistle, bell, or other sound device so as to be unreasonably audible to occupants of other Units is prohibited, except alarm devices used exclusively for fire or security purposes.

4. Unsightly and Dangerous Activities and Conditions. Pursuit of hobbies or other activities that tend to cause an unclean, unhealthy, or untidy condition to exist outside of enclosed structures on the Unit is prohibited. Structures, equipment, or other items on the exterior portions of a Unit which have become dilapidated, or otherwise fallen into disrepair are prohibited. No condition existing on the property that induces, breeds, or harbors infectious plant disease or noxious insects or animals is allowed.

5. Trash, etc. Dumping of trash, grass clippings, leaves or any debris, petroleum products, fertilizers, or other potentially hazardous or toxic substances in any drainage ditch, stream, or elsewhere within Dove Ranch is prohibited, except that fertilizers may be applied to landscaping on Units provided care is taken to minimize runoff. The accumulation of

rubbish, trash, or garbage is strictly prohibited and must be disposed of in approved containers to be kept in garage or other non-visible, enclosed area to improve appearance and reduce bear attraction. Containers shall be put out on the day of scheduled garbage pick-up and removed from the street, alley or other visible place immediately after pick-up.

6. Laws. No Owner or Occupant shall participate in any activity which violates any federal, state, County or other law, ordinance, regulation or code of any governmental body having jurisdiction, or of any Rule or Regulation promulgated by the Dove Ranch, or of any provision of Governing Documents; however, the Board shall have no obligation to take enforcement action in the event of a violation.

7. Insurance. No Owner or Occupant shall do any act or cause or permit anything to be done or kept on its Lot or in or upon the Common Areas that would result in the increase of the cost of, or cancellation of, insurance maintained by Dove Ranch.

8. No Exterior Fires. No exterior fires shall be lighted or permitted within Dove Ranch except in a contained barbeque unit while attended and in use for cooking purposes or in an outside fireplace whose type and location has been approved by the DRC, subject to any fire ban or fire restrictions imposed by any governmental authority. No Owner shall cause or permit any condition on his Unit that creates a fire hazard or is in violation of fire prevention regulations, or that would increase insurance rates for the Common Areas or for other Owners. Declarant may, during the course of general clean up, construction and installation of infrastructure, burn trash, leaves, debris and other materials in a responsible manner, subject to compliance with all applicable governmental rules and regulations pertaining to open fires.

9. Firearms, etc. Discharge of any firearms, paint guns, arrows and the like are strictly prohibited; however, the Board shall have no obligation to take action to prevent or stop such discharge.

10. Fireworks. The use and discharge of firecrackers and other fireworks is strictly prohibited.

11. Drainage Flows. It is prohibited to obstruct or re-channel drainage flows after location and installation of drainage swales, storm sewers, or storm drains, except that Declarant and the Association shall have such right; provided, the exercise of such right shall not materially diminish the value of or unreasonably interfere with the use of any Unit without the Owner's consent.

12. Waterways. The Association shall not be responsible for any loss, damage, or injury to any person or property arising out of the authorized or unauthorized use of waterways or other bodies of water within or adjacent to Dove Ranch, including, but not

limited to, swimming, boating, use of personal flotation devices, or other active use of waterways, or other bodies of water within Dove Ranch.

13. Timeshares or Rotating Occupants. It is prohibited for the use of any Unit for operation of a timesharing, fraction-sharing, or similar program whereby the right to exclusive use of the Unit rotates among participants in the program on a fixed or floating time schedule over a period of years, unless such participants are all co-owners of the Unit, and except that Declarant and its assigns may operate such a program with respect to Units which it owns. Co-owners must keep permanent contact information on record with the Board at all times and must submit their program details to the Board for approval.

14. On-site Storage of Gasoline, Heating, or Other Fuels. A reasonable amount of fuel may be stored on each Unit for emergency purposes and operation of lawn mowers and similar tools or equipment, and the Association shall be permitted to store fuel for operation of maintenance vehicles, generators, and similar equipment. This provision shall not apply to any underground fuel tank authorized by DRC for propane or fuel oil.

15. Business or Trade. Businesses and trades are prohibited, except that an Owner or occupant residing in a Unit may conduct business activities within the Unit so long as: (i) the existence or operation of the business activity is not apparent or detectable by sight, sound, or smell from outside the Unit; (ii) the business activity conforms to all land use requirements for Dove Ranch and the Town; (iii) the business is appropriately licensed, if applicable; (iv) the business activity does not involve door-to-door solicitation of residents of Dove Ranch; (v) the business activity does not, in the Board's reasonable judgment, generate a level of vehicular or pedestrian traffic or a number of vehicles being parked in Dove Ranch which is noticeably greater than that which is typical of Units in which no business activity is being conducted; and (vi) the business activity is consistent with the residential character of Dove Ranch and does not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of other residents of Dove Ranch, as may be determined in the Board's sole discretion.

The terms "business" and "trade," as used in this provision, shall be construed to have their ordinary, generally accepted meanings and shall include, without limitation, any occupation, work, or activity undertaken on an ongoing basis which involves the provision of goods or services to persons other than the provider's family and for which the provider receives a fee, compensation, or other form of consideration, regardless of whether: (i) such activity is engaged in full or part-time; (ii) such activity is intended to or does generate a profit; or (iii) a license is required. Leasing of a Unit shall not be considered a business or trade within the meaning of this subsection. This subsection shall not apply to any activity conducted by Declarant or a Builder authorized by Declarant with respect to its development and sale of Dove Ranch or its use of any Units which it owns within Dove Ranch, including the operation of a timeshare or similar program.

16. Wildlife. Capturing, trapping, or killing of wildlife is prohibited within Dove Ranch, except in circumstances posing an imminent threat to the safety of persons within Dove Ranch.

17. General Disturbance. All activities which materially disturb or destroy the vegetation, wildlife, wetlands, or air quality within Dove Ranch or which use excessive amounts of water or which result in unreasonable levels of sound or light pollution are prohibited. Plants, animals, devices, or other things of any sort whose activities or existence in any way is noxious, dangerous, unsightly, unpleasant, or of a nature as may diminish or destroy the enjoyment of Dove Ranch are prohibited.

18. Conversion of Any Carport or Garage. Conversion of a carport or garage to finished space for use as an apartment or other integral part of the living area on any Unit without is not allowed without prior approval of the Board.

19. Vehicles. Operation of motorized vehicles or bicycles on pathways or trails maintained by the Association and designated as "pedestrian walkways" is prohibited. Use or operation of snowmobiles, motorcycles, trailbikes, minibikes, dirt bikes, all-terrain vehicles, and similar motorized vehicles within Dove Ranch is prohibited, however such vehicles may be transported on trailers, and properly licensed motorcycles for operation on public streets may be used for the strictly limited purpose of ingress and egress to a Lot over a public street. Motorized vehicles that are designed for agricultural or property maintenance uses may be used for those purposes.

20. Picnicking or Camping. Picnicking and camping shall be allowed within the Common Areas only in areas designated for such purposes and as other use restrictions may apply to that specific area as established by the Board.

21. Yard Toys. Yard toys are prohibited except in the rear area of a home and shall be concealed from view as much as possible, kept tidy and shall not be so numerous as to become a visual nuisance to neighbors. The Board may require removal of yard toys or other items if deemed a nuisance.

No permanent or semi-permanent recreation equipment may be placed or erected in the front yards or side yards that front a street such as swing sets, basketball hoops, etc. To the extent basketball hoops, soccer goals, slip n' slides or other temporary yard toys are used only during play in a front yard or driveway, such uses are permitted but must be removed after play.

22. Lighting. Spotlights, floodlights or other high intensity lighting placed or utilized upon any Unit which in any manner will allow light to be directed or reflected onto

any portion of another Unit or the Common Area, Public Right of Way or adjacent property are prohibited, except as may be expressly permitted by the Board.

23. *Satellite Dishes, Antennae and Similar Equipment.* The Board may adopt reasonable rules, restrictions and requirements from time to time regulating the placement, appearance, size, operation and other aspects of antennas, satellite dishes, and other similar structures and devices allowed for use on Units.

24. *Excavation or Other Earth Disturbance.* Excavation and other earth disturbance shall not be performed or permitted within Dove Ranch except in connection with the construction of Improvements, and then only with the prior written approval of the DRC. Upon completion of construction, openings in the ground shall be backfilled and compacted and all disturbed ground shall be graded and landscaped in accordance with the requirements of the Architectural Review Committee.

25. *Clotheslines, etc.* Drying or hanging area for laundry of any kind on any exterior portion of any Unit is prohibited.

26. *Subdividing.* Further division or subdivision of any Unit is not allowed.

27. *Common Areas.* No Owner shall permit anything to be done or kept about the Owner's Unit that will obstruct or interfere with the rights of other Owners to the enjoyment of their Units or the Common Areas.

III. Implementation and Variances

The DRC and or Board may implement the restrictions set forth herein, or otherwise restrict and regulate the use and occupancy of Dove Ranch and the individual Units by reasonable Rules and Restrictions adopted by the DRC or the Board and incorporated herein. The DRC or the Board may, in its sole discretion, modify or waive the restrictions set forth herein, provided, however, that the written consent of the Declarant is obtained as long as Declarant owns any property described in Exhibit "A" or "B" to the Declaration. In the event of a modification or waiver in a particular instance, this shall not constitute a modification or waiver for all purposes, unless the Board so states.

IV. Policies and Procedures

Policies and Procedures may be adopted from time to time in order to clarify certain provisions of the Governing Documents or provide guidance matters not otherwise contained in the Governing Documents. In the event of a conflict between the Governing Documents and the Policies and Procedures, the Governing Documents shall prevail.

Complaints, Violations, Fines and Due Process Policy

It is the policy of the Dove Ranch HOA and its management to provide a process for complaints, notice of violations, opportunities to remedy, a timeline and fine schedule for failure to comply as well as due process to afford an opportunity to be heard and or appeal to the Board of Directors.

Complaints or Observation of a Violation

If a complaint is received or a violation is observed of any of the provisions of the Governing Documents of the HOA the following procedure shall be followed unless circumstances warrant immediate action or have extenuating circumstances that require an alternative process as determined by management or the Board.

In the event a violation is observed by a community member they shall mail, email or call the HOA manager and provide the nature of the violation, the property address at which the violation occurred and any other information and circumstances relevant to the violation. Email is the preferred method of filing a complaint. Complaints may be filed anonymously and if verified, shall be processed as a Manager observation.

The Manager shall respond to the complainant as having received the complaint and whether a special inspection will be performed or if it will be inspected at the next regularly scheduled inspection. Upon inspecting the property and rendering an opinion as to the validity of the violation, the Manager shall notify the complainant by email as to the outcome of the inspection and intended action.

Manager Observation

The Manager shall take action on any violations that warrant formal action observed during any inspection undertaken by the Manager whether observed during regular or special inspections.

Once the Manager determines that a person or property is in violation of the Governing Documents, they shall call, email or otherwise contact the property owner and provide verbal notice and request compliance. The property owner may provide additional facts to the manager and make arrangements for compliance or an appeal to the Board.

After such informal contact has been made or in the event contact cannot be made, the Manager shall send a formal notice of violation and a citation shall be issued in writing and delivered by hand or by registered or certified mail, return receipt requested, to the Property owner at his/her address listed in the Association's records. In addition, a copy shall be sent via regular mail to the address of the property within the Association, if the property owner's listed address is different from the property address.

The Association will deem the notification effective date to be the date the notice was placed in the US Mail, with correct postage paid.

In the first formal notice, the Manager shall advise the property owner of the nature of the violation, cite the specific provision of the Governing Documents that the property owner has allegedly violated, specify the remedy required, and state that within thirty (30) calendar days of the effective date the property owner must complete corrective action or request a hearing before the Board. The Manager is authorized and shall generally assess an administrative fee in the amount of \$25 per hour along with all

other costs reasonably associated to the enforcement action in addition to any subsequent fine that may be levied.

A property owner may request a hearing before the Board in writing by or before the remedy deadline. Such request shall be sent to the manager. The Board of Directors shall set the time, date, and place of the hearing at its discretion. Corrective action on the part of the property owner may be held in abeyance until the hearing before the Board unless the violation poses a health or safety risk to the community or the nature of which requires immediate action.

The Manager shall deliver written notice of the time, date, and place of the hearing to the property owner by hand or by registered mail, return receipt requested, at least 7 days in advance of the hearing date. The written notice of hearing will also include a statement of charges or other sanctions that may be imposed. The possible charges and sanctions are: (a) a fine of up to \$100 per violation per day; (b) the commencement of a suit against a violator to enjoin the violation(s) or to recover monetary damages or both. The date of the assessment will start on the date corrective action(s) should have been completed as specified in the first formal notice of citation, unless the Board waives the assessment as a result of the hearing. In addition to any fines levied there may also be a charge for administrative fees or any other charges reasonably associated with the violation. The Board shall also establish the effective date for compliance which may be adjusted to allow additional time for the hearing or other due process procedures.

In addition to an appeal of the citation, the property owner may also petition the Board for relief, alternative corrective actions, more time, propose a correction plan or other options. Consideration of such relief, extensions, options or alternatives are at the sole discretion of the Board.

At the hearing, the Board of Directors shall provide the property owner with a reasonable amount of time to present any and all defenses to the citation. The property owner may be represented by counsel at the hearing. The Board will provide the property owner with a notice of the hearing result, either in person at the conclusion of the hearing or if additional time is needed for fact finding and or deliberation by hand-delivery or certified mail, return receipt requested.

If no hearing is requested and the property owner does not remedy the violation, the Board of Directors may issue a second and final formal citation that shall follow the basic format of the first formal notice of citation and shall include any additional information deemed important by the Board of Directors concerning the offense. The Manager shall deliver the second and final formal written notice in the same manner as the first notice.

The second and final formal written notice will state that the property owner must comply immediately to correct the alleged violation or will be assessed a fine, the commencement of a suit against a violator to enjoin the violation(s) or to recover monetary damages or both. The date of the assessment will start on the date corrective action(s) should have been completed as specified in the first formal notice of citation, unless the Board waives the assessment as a result of the hearing.

As a general policy, the fine schedule shall generally be as follows for violations that relate to a physical condition on the property and shall commence upon the date corrective action should have been completed. The fine will escalate based on the number of days between the time corrective action

should have been completed and date upon which corrective action was completed. The Manager shall use this schedule as a guide but the Manager may request or the Board may decide at its sole discretion that alternative amounts may apply based on the severity of the violation. In this example it is assumed that there was not an appeal or other extenuating circumstances that would delay the effective date of the notice or provide alternative resolution.

- Day 1 is the mailing date of the first notice and thus the effective date of the notice.
- Day 30 is the compliance due date upon which all corrective action must be completed.
- Day 31-40. \$10 per day per violation.
- Day 41-50. \$25 per day per violation.
- Day 51-60. \$50 per day per violation.
- Day 60 and beyond \$100 per day per violation.
- The Manager shall have some discretion and the Board shall have full discretion to determine what constitutes a discrete, separate or distinct violation upon which a fine applies. The Manager may suggest and the Board may approve a fine schedule that differs in timing or in amounts greater or less than the above. To the extent such an adjustment is determined; the property owner shall be notified if the timing or amounts are more severe than stated above. No notice shall be provided if they are less severe than above.

If the violation is related to the behavior of a person or a pet the objective is to first not engaging in behavior are activities prohibited in the Governing Documents. The general policy is to treat these types of violations as follows:

- First warning shall not generally incur a fine unless determined by the Board at its sole discretion and or upon the request of the Manager.
- Second citation for the same offence \$25.00 fine plus time and expenses.
- Third citation for the same offence \$50.00 fine plus time and expenses.
- Fourth citation and any thereafter for the same offence \$100.00 fine plus time and expenses.
- Notice will be sent by regular mail to the mailing address in the records of the Association and to the property address if different. An administrative fee in the amount of \$25 per hour and all reasonable costs associated with the citation shall be charged and due within 30 calendar days of the effective date of the notice.

Legal Action

If the property owner does not remedy the violation after notice, the Board of Directors and the Association reserves the right to enter to property and remedy the violation as it pertains to physical violations, contact code or law enforcement if the violation is also in violation of the law or code of the Town of Bayfield, turn the entire matter, with all written documentation, over to the Association's attorney for appropriate legal action.

Fines, fees or any other charges not paid within 30 calendar days of incurring such charges shall be subject to the filing of a lien on the property and foreclosure of such lien as provided in law and the Governing Documents of the Association. Though not required, the Manager shall send a Notice of Intent to File Lien and if the amounts due, including all reasonable administrative fees and expenses,

within 30 calendar days of sending such Notice, a Statement of Lien shall be Recorded in the records of La Plata County and such lien may be foreclosed on at the discretion of the Board.

The Board of Directors reserves the right to hold property owners legally responsible for ensuring that their tenants, guests or invitees comply with the provisions of the Declaration. To that end, the Association requires property owners who rent/lease their property to provide the Governing Documents to their tenants and require that they abided by their provisions.

Nothing in this policy shall constitute a waiver of, or preclude the Association from exercising, any lawful remedy it possesses with respect to any violation of the Governing Documents. The Board of Directors reserves the right to assign all of its powers and responsibilities herein to a standing or special committee of its choice.

Fence Standard Policy

This Fact Sheet does not eliminate the homeowner from the need to go through the Design Review Committee with the proposed fence plan. It also does not intend to supersede or change what is written in the Design Guidelines for full Fence Standard details. This fact sheet is intended to provide a quick over view of the Dove Ranch HOA Fence Standards.

All fencing plan and layouts shall be submitted to design review prior to installation. All fencing and finishes shall conform to these guidelines and the approved Fencing Plans and Specifications adopted by the DRC and as follows.

- 1.1 Upon submission of fence plans, identify any existing fencing on a shared property line installed by others. Reimbursement for previously installed fencing shall be at the rate of \$15 per lineal foot. Fencing costs shall be evaluated on an annual basis and reimbursement rates will be adjusted accordingly. The reimbursement rate shall generally be greater than 50% of the typical cost so as to take into consideration funds and effort put forth by the party that installed the fence segment being reimbursed. To ensure fair and equitable treatment, the DRC shall have the authority to establish a reimbursement amount other than the standard amount on a case by case basis at their sole discretion. This policy shall not preclude the parties from reaching other arrangements to their mutual satisfaction however such arrangements or agreements must first be approved by the DRC to the extent they differ from the standards set forth by these guidelines, plans, specifications or policies established by the DRC.
- 1.2 Front yards may have low fences or arbors but are subject to review on a case by case basis.
- 1.3 Side yard privacy fencing shall start at or behind the projected plan of the structure immediately adjacent to the fence or at the point of connection to the structure.
- 1.4 All rails and posts must face inward towards the property first installing the fence so the unobstructed face, faces neighbor or property boundary, with the following exceptions:
 - (a) Fences located on the North, South and East subdivision boundary. Posts and rails shall face out along these subdivision boundaries and the pickets shall be facing inward toward the Dove Ranch property.
 - (b) Fences facing the West subdivision boundary facing County Road 501 shall have the posts and rail facing inward with the pickets facing west towards the road.
- 1.5 Wood Fence
 - (a) Wood Fence Construction
 - (i) Pickets and rails must be screwed in place with a non-bleeding gold deck screws or equal. No stapled or nailed rails or pickets.
 - (ii) Metal post shall be set in concrete per details. Posts and hardware shall be galvanized.
 - (iii) Fencing constructed on slopes shall maintain pickets on the vertical axis.
 - (iv) Fence panels may be stepped in the event of retaining walls or steep slope.
 - (v) Owners may box metal posts in cedar and add additional rails to inside faces of fences so as to make them consistent at owner's discretion.

- (vi) Embellishments, accents and/or cut outs to the standard fence shall be considered by the DRC on a case by case basis.
 - (vii) Gates shall be constructed per gate details or as approved by the DRC and shall be constructed so as to be solidly constructed to ensure no sag or deflection over time.
 - (viii) Wood fences and gates shall be finished with Superdeck number 1901 Exterior Stain and Sealer or equal as may be approved by the DRC.
- (b) Fence Maintenance
- (i) All fencing must be stained once a year on or before June 15 with approved stain and color.
 - (ii) If stain is not applied by June 15th, the HOA shall have the right to engage a fence staining contractor and stain the fence at any time after July 1st of that year.
 - (iii) The HOA shall notify the homeowner of the anticipated cost and levy an assessment for any and all actual costs for applying the stain and all other administrative costs associated therewith. An invoice will be issued for such amounts and shall be due within 15 days of receipt. Such invoices may be issued by the HOA, its contractor or both.

1.6 Vinyl Fencing.

- (a) Freedom brand and the Model is Brighton and the Color is Desert Sand. It can be ordered through USA Vinyl online and or Lowes in Farmington is now a distributor for it and they can order as well. The panels are 6x6 Estate Privacy panels with 4 3/4"x105" desert sand post w/ gothic post caps. Construction and installation shall be per manufactures instructions.

1.7 Other fencing may be approved by the DRC on a case by case basis. The Board of Directors or the Design Review Committee if so delegated may review and consider additional fencing types to be added to the approved fencing types to be allowed in Dove Ranch. The procedure for the consideration of a new fencing type shall be as follows:

- (a) Any property owner or an architect, builder or others working on the Owner's behalf may submit a fencing standard to be considered as a standard fence in Dove Ranch.
- (b) The minimum submittal shall consist of:
 - (i) A scale drawing showing the elevations of the fence with dimensions and the actual components to be used. If the appearance of the fence is the same on both sides, a "good neighbor" fence, only one elevation need be shown. If the face is different on either side, both elevations must be shown.
 - (ii) A typical section of the fence must be shown and include but not be limited to: Fencing, Rails and Posts, including bury depth and details such as concrete.
 - (iii) Details such as: Rail fastening, Fencing fastening, Post installation details, Gate details

- (iv) The materials to be used shall be specified on the drawings along with manufacturer, model number, color, etc.
- (v) Maintenance requirements if a manufactured product. For wood fencing, note that all exposed wood components of the fencing shall be stained no less than annually and subject to the Dove Ranch wood fence maintenance rules.
- (c) Upon receipt of a complete submittal, consideration of the fencing standard shall be scheduled at the next regularly scheduled Board of Directors or DRC meeting.
- (d) The submittal shall be emailed only to the general membership for comment only. Any comments received back prior to the meeting shall be provided to the Board as comments. Standards are not approved or disapproved by the general membership.
- (e) The Board may approve the standard for community wide use, restrict the standard to certain areas of the community, limit it to a specific property, not approve the fence or continue the item or seek further information or clarification from the applicant.

Consideration of fencing is at the sole discretion of the Board.

Dog Run

1.8 The following dog run was approved by the Board during their April 2010 meeting. Agritek Fencing either a 10x10 or a 20x20 and either the powder coated or vinyl coated. The color can be brown or green or black. The Dog Run must be in the backyard only, no sideyards. Exception in the Glen where they may be placed between the homes.

The DRC shall review these guidelines, plans, specifications and other fence policies from time to time and evaluate the maintenance regime as well as construction methods and materials as may be warranted or identified by the DRC, home owners or contractors.

Parking Policy

A majority of this Fact Sheet comes straight out of the Rules and Regulations Section II Restricted Activities; 1) Street Parking.

1. Street Parking. Registered vehicles may be parked on public streets unless otherwise restricted by the Association or the Town of Bayfield. There shall be no street parking on Dove Ranch Road from CR 501 through the first intersection adjacent to the entry medians. There is to be no parking of large commercial vehicles, equipment, mobile homes, recreational vehicles, golf carts, boats and other watercraft, trailers, stored vehicles, or inoperable vehicles unless they can be parked in an enclosed garage or behind approved fencing. Construction, service and delivery vehicles shall be exempt from this provision during daylight hours for such period of time as is reasonably necessary to provide service or to make a delivery to a Unit or the Common Area. The Town or the Association may place reasonable parking restrictions on days and time parking is allowed both temporary and permanent to facilitate street maintenance, repair, sweeping, snow plowing or any other typical, common or necessary activity.

There is NO PARKING allowed on the Autocourts or Alleys which are shared drives. The shared drives extend 3' past the pavement on both sides. Parking alongside garages only by prior approval of the DRC with an approved plan.

For Parking issues during snowstorms please see the snowplowing Fact Sheet.

Storage Policy

Storage of Yard Toys, Boats, Campers etc.

A majority of this Fact Sheet comes straight out of the Rules and Restrictions Section II Restricted Activities; 21) Yard Toys.

Yard toys are prohibited except in the rear area of a home and shall be concealed from view as much as possible, kept tidy and shall not be so numerous as to become a visual nuisance to neighbors. The Board may require removal of yard toys or other items if deemed a nuisance.

No permanent or semi-permanent recreation equipment may be placed or erected in the front yards or side yards that front a street such as swing sets, basketball hoops, etc. To the extent basketball hoops, soccer goals, slip n' slides or other temporary yard toys are used only during play in a front yard or driveway, such uses are permitted but must be removed after play.

Snow Plowing

Fact Sheet

Dove Ranch Subdivision has very little plowing that needs to be done by the HOA. The only area that must be kept clear is in front of the **mailboxes**. Other service areas may be run through the HOA but will be billed to the people in those service areas. Or they may choose collectively to take care of their service area. These service areas are private drives and therefore not taken care of by the Town of Bayfield.

Service Areas are:

Northeast Autocourt – 1723 to 1733 N. Taylor Cir.

East Autocourt – 1741 to 1749 N. Taylor Cir. (not yet built)

Southeast Autocourt – 1632 to 1640 S. Taylor Cir.

Southwest Autocourt – 1608 to 1628 S. Taylor Cir. (only built to one house at this time)

North Alley – Block 9 (13 lots)

South Alley – Block 8 (13 lots)

HOA Office – Currently in the old farmhouse, 1332 CR501, in Dove Ranch.

The Town of Bayfield requires each homeowner to keep snow off of the **sidewalk** in front of their home. If you have a **Fire Hydrant** on your lot that should be kept clear as well. The home you save may be your own.

Parking limitations during snowstorms is regulated by the Town of Bayfield. Please check with them to understand the current regulations. Courtesy asks that you keep all cars off the roads when the plow trucks are working even if there is no specific regulation. We have had issues in the past of cars and trucks being parked too far out into the road. Please understand that the parking lane is no more than 8' from the curb. If there is snow present in the parking lane you may have to remove the snow to use that parking area.

Lot Maintenance

Fact Sheet

All lots shall be kept free of weeds growing more than 8" tall. All Lot owners and even homeowners need to understand this policy. Any lot, with or without a home, that is found to have weeds growing more than 8" tall will be maintained/mowed by the HOA and assessed the actual cost to maintain the lot.

Typically the Tree Lawns will need to be maintained once a month and the vacant lot will need mowed a few times per year.

An e-mail reminder will be sent out IF the HOA has your current contact information, approximately two weeks prior to the HOA mowing these areas. In the event the lot owner does not maintain their lot prior to the HOA commencing maintenance activities, the HOA shall maintain the lot and assess the lot owner the cost of doing so. Lot owners receiving notice of maintenance shall notify the HOA that maintenance has been performed prior to the date established for maintenance. In the event an Owner performs maintenance and does not notify the HOA and the HOA performs such maintenance and assess the Owner, such assessment shall be due the HOA.

Owners that do not provide current contact information and do not receive notice may not dispute maintenance assessments due to not receiving notice.

Owner and Resident Communications Policy

In order to provide the most efficient means of communications and save the Association the expense of postage, it is the policy of the Association that all written notice and communications shall generally be provided through email except for those communications required to be provided by mail or other means as specified in the Governing Documents or by law.

It is the responsibility of the Owner to provide the Association with their current Name, Address, Telephone Number and email address and the same information of anyone that is occupying the property other than the Owner such as a renter. Owners that do not have email, may request an alternate means of delivery of communications. An Owner may make claim or seek relief from assessments or sanctions due to not receiving notice or communications if current contact information is not provided to the Association.

The Association may, from time to time, attempt to update its records and contact information for each property Owner. In the event no alternate contact information is provided, the Association shall send such requests to the name and address shown in the La Plata County records as the Owner of such property and may also deliver or post such request on the property. It is the obligation of each Owner to confirm or update such information when requested and notify the Association when such information changes. The Association shall bear no responsibility and the Owner shall be solely responsible for ensuring the Association has current contact information the Owner of each property.