

**DOBBINS CREEK HOMEOWNERS ASSOCIATION
PARKING FINE POLICY
Effective MARCH 20, 2007**

WHEREAS, pursuant to Article 5, Section 5.12 of the Declaration,

[p]rivate, non-commercial, passenger automobiles or pickup trucks which, when including all attachments (including, without limitation, racks and shells), do not exceed one (1) ton in carrying load or cargo capacity, eighty-four (84) inches in height or width or two hundred twenty-eight (228) inches in length, may be parked on the Property within a garage or in a private driveway appurtenant to a Dwelling Unit but except as provided in the next sentence may not be parked elsewhere on the Property or streets adjoining the Property. The preceding sentence shall not preclude occasional overflow parking in a street right-of-way for guests or other reasonable purposes provided that no inconvenience is imposed on the Owners or Occupants of other Lots. No other vehicle (including, but not limited to, mobile homes, motor homes, boats, recreational vehicles, trailers, trucks, campers, permanent tents, or similar vehicles or equipment, commercial vehicles, or vehicles exceeding one (1) ton in carrying load or cargo capacity, eighty-four (84) inches in height or width, or two hundred twenty-eight (228) inches in length or similar vehicles or equipment) shall be kept, placed or maintained upon the Property or any roadway adjacent thereto, except: (a) within a fully-enclosed garage appurtenant to a Dwelling Unit; or (b) in such areas and subject to such rules and regulations as the Board may designate and adopt in its sole discretion (and the Board in its sole discretion may prohibit such other vehicles and equipment completely). No vehicle (including, but not limited to, those enumerated in the preceding sentences) shall be constructed, reconstructed or repaired on the Property or any roadway therein or adjacent thereto except within a fully enclosed garage. No motor vehicles of any kind which are not in operating condition shall be parked in any unenclosed parking areas (including, but not limited to, private driveways appurtenant to a Dwelling Unit). The provisions of this Section 5.12 shall not apply to (a) vehicles of Declarant or its employees, agents, Affiliates, contractors or subcontractors during the course of construction activities, or sales activities Upon or about the Property, or (b) vehicles used by the Association in repairing, maintaining and replacing the Common Areas and all Improvements thereon, and in performing all other rights, duties and obligations of the Association under this Declaration.

WHEREAS, the Board of Directors has authority under the Association's Declaration and Bylaws to create Rules and Regulation and pursuant to Arizona Law may assess monetary penalties for the infraction of the Association's governing document;

WHEREAS, the Board of Directors finds there to be need to establish a monetary penalty/fine policy regarding the violations of the Association's parking policy;

RESOLVED, through a majority vote of the Board, that the Board approved the following **PARKING FINE SCHEDULE** and **additional PARKING RULES** for any parking violation of the Declaration or Rules of the Dobbins Creek Homeowners Association:

Parking Rule:

1. The Board of Directors defines '*occasional*' in the above Section as three (3) days per calendar month, unless expressly permitted by the Board.

Parking Fine Schedule:

1. Notice of Violation:

- a. **Initial Notice.** Upon verification of the existence of a violation by the management staff ("Management") of the Association, the Association will cause a written notice to be sent to the Lot Owner regarding the discovery of the Violation ("Initial Notice" or "Friendly Reminder"), the Initial Notice will inform the recipient as follows:

- (i) The nature, description and location of the Parking Violation; and
- (ii) Notice that if the Violation is corrected or ceased within ten (3) days from the delivery of the Initial Notice of Violation, no further action will be taken; and
- (iii) Failure to correct or cease the Parking Violation may result in a daily monetary penalty in the amount set forth in the parking fine policy; and
- (iv) Notice of the Owners right to appeal/hearing as provided below.
- (v) Notice that if the Violation has already been corrected or plans and specifications for a subject improvement have been submitted to the ARC/LRC to disregard the notice.

- b. **Failure to Remedy.** Failure to (i) correct or cease all Parking Violations immediately upon receipt of the Initial Notice of Violation, or (ii) remedy the current violation existing upon the Lot within three (3) days of the date of the Initial Notice of Violation, shall constitute a continuing Violation and result in one or more of the following: (a) a daily fine being levied by the Association against the Lot Owner as specified in the Parking Fine Policy; (b) any other remedy under law or at equity, the Declaration or this Enforcement Policy, including but not limited to injunctive relief. Management shall send to the Lot Owner a formal Notice of Fine informing the recipient of the continuing Violation and the remedy chosen as a result thereof. The date of the Notice of Fine shall be the "Notice of Fine Date".

- c. **Hearing.** Included in the Notice of Violation will be the opportunity for the Lot Owner to request and be granted a hearing by the appropriate Committee or the Board prior to any fine or Costs/Charges being levied upon the Lot Owner. The Notice of Fine will allow the Lot Owner (3)

days to contact Management, in writing, to request a hearing upon the issue of the continuing Violation. Should the Lot Owner fail to contact Management within (3) days of the Notice of Fine Date, that party will have waived its opportunity for said hearing. All cases that are up for fine review will be heard by the Board of Directors at their regularly scheduled meetings.

2. **Fine Schedule:** At the Board's discretion, pursuant to the provisions of Paragraph 1, the Board shall assess monetary penalties/fines for all violations of the Association's governing documents related to Parking Violations pursuant to the following fine schedule:

Parking Fine Schedule	
Notice	Fine Amount
Initial Notice	No Fine; notice that fine shall be assessed if not cured
Additional Notice of Violation ("Warning letter")	\$25.00 per day until violation is corrected, plus cost of certified mail/administrative charges

3. **Referral to Legal Counsel.** Where a Violation is determined to exist and is referred to the Board of Directors of the Association pursuant to any of the provisions of this Enforcement Policy and where Management deems it to be in the best interests of the Association, the Board may, at any time during the enforcement process, refer the Violation to legal counsel for action seeking injunctive relief against the Lot Owner to correct or otherwise abate the Violation, or to pursue any other legal or equitable remedy that may be available to the Association.

4. **Notices.**

- a. Any notice required by this Enforcement Policy to be given, sent, delivered or received in writing will be deemed to have been given, sent, delivered or received, as the case may be, the earlier to occur of the following:
- (i) When the notice is delivered by telecopy, the notice is deemed delivered when the sender receives a facsimile acknowledgment acknowledging delivery of telecopy.
 - (ii) When the notice is placed into the care and custody of the United States Postal Service, the notice is deemed delivered as of the date the notice is deposited into a receptacle of the United States Postal Service with postage prepaid and addressed to the most recent address of the recipient according to the records of the Association.

Any notice after the Third Notice of Violation will be sent certified mail, return receipt requested.

- b. Where the interests of an Owner in a Lot have been handled by a representative or agent of such Owner or where Owner has otherwise acted so as to put the Association on notice that its interests in a Lot has been and is being handled by a representative or agent, any notice or communication from the Association or Management pursuant to this Enforcement Policy will be deemed full and effective for all purposes if given to such representative or agent.

5. **Fines/Charges.** Lot Owner will be liable for all costs and fines under this Parking Policy, which if said amounts are not paid upon demand thereof by the Association, or designated agent, will be referred to the Association for collection as set forth for assessments under the Declaration.

Adopted by the DOB BINS CREEK HOA Association Board of Directors this
20th day of MARCH, 2007.

President

Secretary