



December 2020

**ENCLOSED IS A CARD STYLE USB
PRESS ON LEFT SIDE TO OPEN
INSERT INTO USB PORT**

Re: Annual Budget Report

Dear Dover Shores Homeowner:

Your Board of Directors has undergone a review of the association's budget, with the goal of providing for efficient operations and sufficient funding to meet long-term requirements, while being mindful of controlling costs. Please note that the monthly dues will increase:

**Waterfront Homes annual dues will be \$2,451.37 per year
Hillside Homes annual dues will be \$1,219.63 per year.**

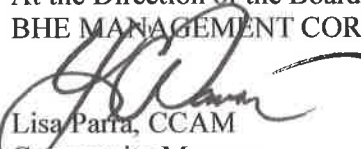
California Civil Code Section 5320 requires that several disclosure statements and other documentation be sent to each owner annually. This mailing encompasses a number of these items, which are grouped together for your convenience. Enclosed, you will find a USB Card with the following items:

- ❖ Annual Policy Statement
- ❖ Charges for Escrow
- ❖ FHA & VA Statement per Civil Code 5330
- ❖ Budget for fiscal year 02/01/2021 – 1/31/2022
- ❖ Copy of the summary pages of the reserve study
(Full copy available at no charge upon written request to management)
- ❖ Copy of the policy for Collection of Delinquent Accounts & Payment Plans
- ❖ Copy of CA Civil Code Section 5730
- ❖ Insurance Summary & Disclosure
- ❖ Summary of CA Civil Code Sections 5920 and 5965 relating to Alternative Dispute Resolution
- ❖ Rights & Procedures/Internal Dispute Resolution Process.
- ❖ Copy of the Association's Violation Policy
- ❖ Copies of the Association's architectural guidelines, applicable CC&R sections
- ❖ Copies of the Rules & Regulations.

The Board of Directors does not anticipate any special assessment to be required in order to replace, repair or restore any major component, or to provide adequate reserves.

Your association currently has a total of \$1,397,232.70 in actual accumulated reserve funds and anticipates that the total will increase to \$1,417,345.00 by year end; please see studies enclosed for percentage funded of the total recommended requirement for this fiscal year.

At the Direction of the Board of Directors,
BHE MANAGEMENT CORPORATION


Lisa Parra, CCAM
Community Manager

***Hard copies of all information available
upon request at no charge to the Owner***

Enclosures

Dover Shores Community Association
C/O BHE Management Corporation
P.O. Box 7736, Laguna Niguel, CA 92607-7736
Phone: 949-363-1963, Facsimile 949-363-9930, email@bhemanagement.com



Annual Policy Statement

1. The name and address of the person designated to receive official communications to the Association is: Dover Shores Community Association, c/o BHE Management Corporation, P.O. Box 7736, Laguna Niguel, CA 92607.
2. You may submit a request to have notices sent up to 2 different specified addresses, pursuant to subdivision (b) of Section 4040
3. The location designated for posting of a general notice, pursuant to paragraph (3) of subdivision (a) of Section 4045 is the bulletin board at Larry's Beach.
4. You have the option to receive general notices by individual delivery, pursuant to subdivision (b) of Section 4045
5. **Copies of Board meeting minutes are available upon request throughout the year, by submitting a written request to Management. Minutes, draft, or summary minutes will be released 30 days following the meeting date and any charges involved for copying and postage will be the responsibility of the requesting homeowner.**



Pricing Sheet for Homeowners Association Documents
Including California Civil Code Annotations
Civil Code 4528

Property Address: _____
 Owner of Property: _____
 Owner's Mailing Address: _____
 Provider of Documents: _____ Title: _____ Date: _____

Document Service	Pricing Civil Code Section
1. Rush Fee (as needed) \$150.00 one-day rush OR \$100.00 two-day rush	1. \$ 150.00 <input type="checkbox"/> Not Applicable or \$100.00 <input type="checkbox"/> Not Applicable
2. Homeowners Association Certification/Questionnaire	2. \$ 165.00 <input type="checkbox"/> Not Applicable
3. Articles of Incorporation (or statement regarding unincorporated status) CC&Rs Bylaws	3. \$ 60.00 <input type="checkbox"/> Section 1368(a)(1)
4. Financial Statement Review	4. \$ 25.00 <input type="checkbox"/> Sections 1365 & 1368(a)(4)
5. Pro Forma Operating Budget (or summary), including Reserve Study	5. \$ 25.00 <input type="checkbox"/> Section 1368(a)(1)
6. Notice(s) of Violation & Demand	6. \$ 50.00 <input type="checkbox"/> Sections 1363 & 1368(a)(5)
7. Statement of Occupancy	7. \$ 10.00 <input type="checkbox"/> Not Applicable
8. Minutes of Regular Meetings of the Board of Directors conducted over the previous 12 Months	8. \$ 120.00 <input type="checkbox"/> Section 1368(a)(9)

** Items one, two, and seven are not required by California Civil Code for homeowners association documents regarding resale.**

Civil Code Annotations

Operating Rules | Sections 1365 and 1368(a)(3) & **Assessment and Reserve Funding Disclosure Summary** | Section 1365 and 1368(a)(4) are included with the **Pro Forma Operating Budget**.

Disclosure of Regular Assessment | Section 1368(a)(4) & **Other Unpaid Obligations of the Seller** | Sections 1367.1 and 1368(a)(4), and **Required Statement of Fees** | Section 1368 are included with **Notice(s) of Violation & Demand**.

Items that are either unavailable or inapplicable for this instance of escrow include, but may not be limited to: **Age Restrictions** | Section 1368(a)(2), **Special & Emergency Assessments** | Section 1368(a)(4), **Approved Changes to Assessments** | Sections 1365 and 1368(a)(4),(8), **Preliminary List of Defects** | Section 1368.

The seller may, in accordance with Section 4530, provide to the prospective purchaser, at no cost, current copies of any documents specified by Section 4525 that are in the possession of the seller.

Total Fee for Documents

Online transactions include 3rd party bank's processing fee.

Pricing Notations

The information provided on this form may not include all fees that may be imposed before the close of escrow. Additional fees that are not related to the requirements of Section 1368 may be charged separately. A processing fee is due at the close of escrow, as will be noted on the **Demand**.

Orders for documents are available for processing upon receipt of payment from the requesting party.

One-day and two-day rushes note a 24 or 48 hour period of time allotted for fulfillment. All orders for documents in which a rush is not requested are processed on a five business day turnaround. Should it be noted that the ordered documents are not received within the allotted time, it is incumbent on the requesting party to notify the provider regarding the matter.

A seller may request to purchase some or all of these documents, but shall not be required to purchase all of the documents listed on this form.

VA Statement

Pursuant to the requirements of California Civil Code Section 5300, the Association hereby provides you with a statement describing the status of the common interest development as a Federal Housing Administration (FHA)-approved condominium project pursuant to FHA guidelines, including whether the common interest development is an FHA-approved condominium project as well as a statement describing the status of the common interest development as a federal Department of Veterans Affairs (VA)-approved condominium project pursuant to VA guidelines, including whether the common interest development is a VA-approved condominium project.

Certification by the federal Department of Veterans Affairs may provide benefits to members of an association, including an improvement in an owner's ability to refinance a mortgage or obtain secondary financing and an increase in the pool of potential buyers of the separate interest.

This common interest development is is not a condominium project.

The association of this common interest development is is not certified by the federal Department of Veterans Affairs.”

This information is to the best of our knowledge as of December 2020.

We recommend that you review the website for current information:

VA: <https://vip.vba.va.gov/portal/VBAH/Home>

FHA Statement

Pursuant to the requirements of California Civil Code Section 5300, the Association hereby provides you with a statement describing the status of the common interest development as a Federal Housing Administration (FHA)-approved condominium project pursuant to FHA guidelines, including whether the common interest development is an FHA-approved condominium project as well as a statement describing the status of the common interest development as a federal Department of Veterans Affairs (VA)-approved condominium project pursuant to VA guidelines, including whether the common interest development is a VA-approved condominium project.

Certification by the Federal Housing Administration may provide benefits to members of an association, including an improvement in an owner's ability to refinance a mortgage or obtain secondary financing and an increase in the pool of potential buyers of the separate interest.

This common interest development is is not a condominium project.

The association of this common interest development is is not certified by the Federal Housing Administration.”

This information is to the best of our knowledge as of December 2020.

We recommend that you review the website for current information:

FHA: <https://entp.hud.gov/idapp/html/condlook.cfm>

Dover Shores Approved Budget
February 1, 2021 - January 31, 2022

INCOME	2020		2021
Assessments	419,345.00	\$	468,000.00
Interest - OP	2,800.00	\$	250.00
Interest - RSV	1,200.00	\$	400.00
Interest - DREDGE	8,500.00	\$	11,000.00
Interest - LAND	1,000.00	\$	2,500.00
Collections	10,000.00	\$	8,400.00
Arch Fees	4,500.00	\$	10,000.00
Beach Reservation	2,000.00	\$	1,800.00
Boat Storage	500.00	\$	1,800.00
Miscellaneous	4,550.00	\$	1,900.00
Total Income	454,395.00	\$	506,050.00
EXPENSES			
<u>UTILITIES</u>			
Electric	1,600.00	\$	1,800.00
Water	20,000.00	\$	20,000.00
Gas	250.00	\$	200.00
Internet	1,500.00	\$	1,100.00
Total Utilities	23,350.00	\$	23,100.00
<u>LAND MAINTENANCE</u>			
Contract Service	55,000.00	\$	60,000.00
Tree Maintenance	4,500.00	\$	4,500.00
Landscape Extras	4,000.00	\$	14,400.00
Irrigation Repairs	3,000.00	\$	3,500.00
Backflow Testing	500.00	\$	-
Total Land Maint	67,000.00	\$	82,400.00
<u>BEACHES</u>			
Lifeguard/Monitors	7,500.00	\$	10,000.00
Beach Maintenance	14,000.00	\$	12,000.00
Total Beaches	21,500.00	\$	22,000.00
<u>CONTRACTS/MAINT/REPAIR</u>			
Common Area Maint	1,700.00	\$	-
Pest Control	200.00	\$	750.00
Doggy Walk Bags	1,800.00	\$	1,800.00
Total Maint/Repair	3,700.00	\$	2,550.00
<u>ADMINISTRATION</u>			
Accounting	1,000.00	\$	1,500.00
CPA Consulting	1,500.00	\$	-
Reserve Study	1,200.00	\$	1,000.00
Bank Charges	250.00	\$	-
Taxes	8,200.00	\$	3,500.00
Insurance	18,000.00	\$	25,000.00
Meetings Annual/Special	2,500.00	\$	3,000.00
Community Events	9,000.00	\$	9,000.00
Legal/General	20,000.00	\$	25,000.00
Collections	12,300.00	\$	12,000.00
Architectural	10,500	\$	12,000.00
Management	46,500.00	\$	46,500.00
Website Maintenance	1,500.00	\$	-
Misc Administration	2,000.00	\$	6,000.00
Postage	2,500.00	\$	3,000.00
CERT	1,000.00	\$	1,000.00
Payroll Service	3,000.00	\$	3,000.00
Payroll Taxes	2,200.00	\$	2,500.00
Social	0.00	\$	-
Repay Dredging	0.00	\$	43,000.00
Contingency	85,595.00	\$	50,000.00
Total Administration	228,745.00	\$	247,000.00
<u>RESERVES</u>			
General Reserves	19,800.00	\$	22,800.00
Landscape Reserves	12,300.00	\$	10,200.00
Dredging Reserves	78,000.00	\$	96,000.00
Total Reserves	110,100.00	\$	129,000.00
Total Income	454,395.00	\$	506,050.00
Total Expense	454,395.00	\$	506,050.00

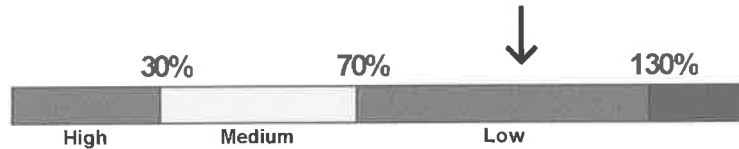
Executive Summary

Association: Dover Shores Dredging Reserves **Assoc. #: 11575-2**
Location: Newport Beach, CA **# of Units: 310**
Report Period: February 1, 2021 through January 31, 2022

Findings/Recommendations as-of: February 1, 2021

Projected Starting Reserve Balance	\$1,053,475
Current Full Funding Reserve Balance	\$1,000,000
Average Reserve Deficit (Surplus) Per Unit	(\$173)
Percent Funded	105.3 %
Recommended 2021 "Monthly Full Funding Contributions"	\$8,000
Alternate minimum contributions to keep Reserve above \$0	\$7,750
Most Recent Reserve Contribution Rate	\$6,500

Reserves % Funded: 105.3%



Special Assessment Risk:

Economic Assumptions:

Net Annual "After Tax" Interest Earnings Accruing to Reserves 1.00 %
 Annual Inflation Rate 3.00 %

This is an Update "With-Site-Visit" Reserve Study, and is based on a prior Report prepared by Association Reserves for your 2019/2020 Fiscal Year. We performed the site inspection on 6/25/2020.

This Reserve Study was prepared by a credentialed Reserve Specialist, Sabrina C. Willison RS #334.

The Reserve Fund is just above the 100% Funded level at 105.3 % Funded, which is a strong position for the fund to be in. This means that the association's special assessment & deferred maintenance risk is currently low. The objective of your multi-year Funding Plan is to continue to Fully Fund Reserves and maintain a position of strength in the fund, where associations enjoy a low risk of Reserve cash flow problems. Your multi-year Funding Plan is designed to gradually bring you to the 100% level, or "Fully Funded".

Based on this starting point, your anticipated future expenses, and your historical Reserve contribution rate, our recommendation is to increase your Reserve contributions to \$8,000.

*The Alternative Contribution rate, also called Baseline Funding will keep the Reserve Funds above \$0. This figure for your association is \$7,750.

# Component	Useful Life (yrs)	Rem. Useful Life (yrs)	Current Average Cost
Dredging			
1190 Marina - Dredging	15	5	\$1,500,000
1 Total Funded Components			

Note 1: Yellow highlighted line items are expected to require attention in this initial year.

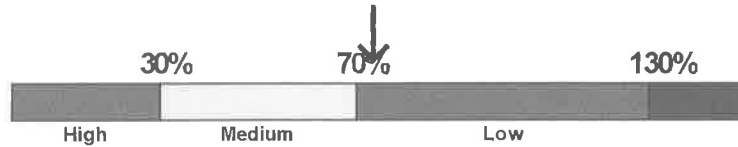
Executive Summary

Association: Dover Shores Community Association **Assoc. #: 11575-2**
 General Reserves
Location: Newport Beach, CA **# of Units: 310**
Report Period: February 1, 2021 through January 31, 2022

Findings/Recommendations as-of: February 1, 2021

Projected Starting Reserve Balance	\$141,975
Current Full Funding Reserve Balance	\$191,295
Average Reserve Deficit (Surplus) Per Unit	\$159
Percent Funded	74.2 %
Recommended 2021 "Monthly Full Funding Contributions"	\$1,900
Alternate minimum contributions to keep Reserve above \$0	\$1,400
Most Recent Reserve Contribution Rate	\$1,650

Reserves % Funded: 74.2%



Special Assessment Risk:

Economic Assumptions:

Net Annual "After Tax" Interest Earnings Accruing to Reserves 1.00 %
 Annual Inflation Rate 3.00 %

This is an Update "With-Site-Visit" Reserve Study, WSV: and is based on a prior Report prepared by Association Reserves for your 2019/2020 Fiscal Year. We performed the site inspection on 6/25/2020.

This Reserve Study was prepared by a credentialed Reserve Specialist, Sabrina C. Willison RS #334.

The Reserve Fund is above the 70% Funded level at 74.2 % Funded, which is a strong position for the fund to be in. This means that the association's special assessment & deferred maintenance risk is currently low. The objective of your multi-year Funding Plan is to continue to Fully Fund Reserves and maintain a position of strength in the fund, where associations enjoy a low risk of Reserve cash flow problems. Your multi-year Funding Plan is designed to gradually bring you to the 100% level, or "Fully Funded".

Based on this starting point, your anticipated future expenses, and your historical Reserve contribution rate, our recommendation is to increase your Reserve contributions to \$1,900.

*The Alternative Contribution rate, also called Baseline Funding will keep the Reserve Funds above \$0. This figure for your association is \$1,400.

To receive a copy of the full Reserve Study, contact the Association.

Executive Summary

11575-2

# Component	Useful Life (yrs)	Rem. Useful Life (yrs)	Current Average Cost
Main Beach (Larry's Beach)			
400 Play Structure - Replace	15	11	\$28,500
400 Swing Set - Replace	15	11	\$6,900
406 Sand - Refill	10	0	\$21,500
412 Umbrellas - Replace	10	0	\$2,900
420 BBQ & Accessories - Replace	16	3	\$18,500
439 Picnic Tables - Replace	20	3	\$14,000
1409 Bulletin Board - Replace	25	13	\$3,600
1660 Swim Dock - Repair	10	5	\$4,300
Main Beach Restroom (Cabana)			
370 Wall Lights - Replace	16	5	\$1,200
468 Shutters - Replace	16	5	\$3,000
605 Exterior Shower Tile - Replace	20	3	\$4,700
605 Tile Floor & Walls - Replace	20	3	\$11,300
800 Doors - Replace	20	5	\$4,800
952 Plumbing Fixtures - Replace	20	3	\$3,200
1310 Tile Roof - Replace	30	27	\$3,200
1860 Emergency Defibrillator - Replace	10	4	\$1,800
1871 Major Termite Treatment	15	1	\$1,250
North Beach			
406 Sand - Refill	10	0	\$17,000
412 Bar Stools - Replace	10	5	\$3,600
412 Umbrellas - Replace	10	0	\$1,200
420 BBQ & Accessories - Replace	15	10	\$7,000
434 Park Benches - Replace	10	0	\$1,900
439 Picnic Tables - Replace	15	0	\$7,900
1622 Basketball Backboard - Replace	40	10	\$1,800
Fencing & Iron			
502 Stucco Walls - Repair	8	5	\$7,300
505 Iron Fence & Gates - Replace	24	6	\$65,500
Painting Projects			
1113 Iron Fencing - Repair/Repaint	4	1	\$7,100
1115 Cabana Exterior Stucco - Repaint	8	5	\$3,300
1115 Stucco Walls - Repaint	8	5	\$4,300
1116 Wood Surfaces - Repair/Repaint	4	1	\$1,210
Grounds & Miscellaneous			
103 Concrete - Repair	10	5	\$6,400
1403 Monument Letters - Replace	35	18	\$7,500
32 Total Funded Components			

Note 1: Yellow highlighted line items are expected to require attention in this initial year.

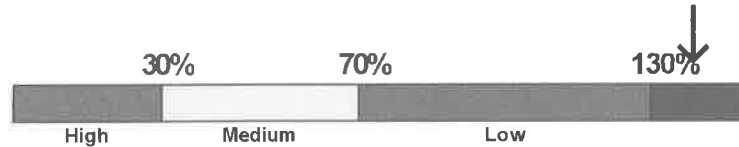
Executive Summary

Association: Dover Shores **Assoc. #: 11575-2**
 Landscape Reserves
Location: Newport Beach, CA **# of Units: 310**
Report Period: February 1, 2021 through January 31, 2022

Findings/Recommendations as-of: February 1, 2021

Projected Starting Reserve Balance	\$221,895
Current Full Funding Reserve Balance	\$86,167
Average Reserve Deficit (Surplus) Per Unit	(\$438)
Percent Funded	257.5 %
Recommended 2021 "Monthly Full Funding Contributions"	\$850
Alternate minimum contributions to keep Reserve above \$0	\$400
Most Recent Reserve Contribution Rate	\$1,025

Reserves % Funded: 257.5%



Special Assessment Risk:

Economic Assumptions:

Net Annual "After Tax" Interest Earnings Accruing to Reserves 1.00 %
 Annual Inflation Rate 3.00 %

This is an Update "With-Site-Visit" Reserve Study, and is based on a prior Report prepared by Association Reserves for your 2019/2020 Fiscal Year. We performed the site inspection on 6/25/2020.

This Reserve Study was prepared by a credentialed Reserve Specialist, Sabrina C. Willison RS #334.

The Reserve Fund is above the 100% Funded level at 257.5 % Funded, which is a strong position for the fund to be in. This means that the association's special assessment & deferred maintenance risk is currently low. The objective of your multi-year Funding Plan is to continue to Fully Fund Reserves and maintain a position of strength in the fund, where associations enjoy a low risk of Reserve cash flow problems. Your multi-year Funding Plan is designed to gradually bring you to the 100% level, or "Fully Funded".

Based on this starting point, your anticipated future expenses, and your historical Reserve contribution rate, our recommendation is to decrease your Reserve contributions to \$850.

*The Alternative Contribution rate, also called Baseline Funding will keep the Reserve Funds above \$0. This figure for your association is \$400.

To receive a copy of the full Reserve Study, contact the Association.

#	Component	Useful Life (yrs)	Rem. Useful Life (yrs)	Current Average Cost
Irrigation				
1001	Backflow Devices - Replace	20	0	\$16,000
1003	Irrigation Controllers - Replace	12	4	\$8,500
1005	Controller Enclosures - Replace	20	0	\$7,500
Landscape				
1020	Trees - Trim/Remove/Replace	10	9	\$20,000
1022	Landscape/Slope - Refurbish	10	0	\$55,000
5 Total Funded Components				

Note 1: Yellow highlighted line items are expected to require attention in this initial year.

BOARD OF DIRECTORS RESOLUTION
DOVER SHORES COMMUNITY ASSOCIATION

Upon motion duly made, seconded and carried, the Board of Directors for Dover Shores Community Association adopted the following Resolution, at its regular meeting held on July 19, 2016. This resolution supersedes the delinquency resolution adopted and dated May 20, 2008.

WHEREAS, the Covenants, Conditions and Restrictions of Dover Shores Community Association, require payment of regular and special assessments by all the owners of real property within said community in order to provide funds for payment of the expenses for upkeep, maintenance and preservation of the common areas therein, and for payment of the other expenses associated with the normal operation of said Association's business and affairs, and

WHEREAS, said Covenants, Conditions and Restrictions provide the Association's Board of Directors with the power and authority to require regular and special assessments levied against owners of real property within said community (all of whom are required to be members of the Association as a condition of ownership) to be fully and timely paid, and

WHEREAS, the Board of Directors deems it to be in the best interests of the Association and all the Association's members to establish policies and practices relative to the Association's rights and remedies in event of default in payment of the Association's regular and special assessments by any of the Association's individual members, and

NOW, THEREFORE, BE IT RESOLVED that the Association hereby adopts the following policies and practices relating to the enforcement of its rights and remedies in the event of any default in the timely payment of the Association's regular and special assessments to be effective thirty (30) days from the above adoption date:

1. Assessments, late charges, interest collection costs and any attorneys' fees, are the personal obligation of the owner of the property at the time the assessment or other sums are levied.
2. Association assessments are billed annually; however the Board of Directors reserves the right to change the billing frequency. The assessments are due and payable on the first day of February. A courtesy billing statement is sent prior to February 1st and a delinquency red notice will be sent after 30 days. However, it is the owner of record's responsibility to pay each assessment in full every year regardless of whether a statement is received. All other assessments, including special assessments, are due and payable on the date specified by the Board in the notice imposing such assessment.
3. Any payments made shall be first applied to assessments owed, and, only after the assessments owed are paid in full, shall such payments be applied to late charges, interest and collection expenses, including attorneys', trustee or small claims fees, unless the owner and that Association enter into an agreement providing for payments to be applied in a different manner.

4. When any regular or special assessment remains unpaid thirty (30) days past its due date, said assessment shall be subject to a late charge in accordance with California Civil Code 5650(b)(2), unless the declaration specifies a smaller amount.

5. In accordance with California Civil Code 5650(b)(3), the Board of Directors shall impose interest on all sums, including the delinquent assessment, reasonable costs of collection, and late charges, commencing 30 days after the assessment becomes due, unless the declaration specifies a rate of a lesser amount.

6. When any assessment remains unpaid Forty-five (45) days past its due date, the Association, through its Management Company, shall mail a Pre-Lien Notification to the owner as required by Civil Code Section 5660 by certified and first class mail, to the owner's mailing address of record advising you of the delinquent status of the account, impending collection action and the owner's right to request that the Association participate in the "meet and confer" program or in some form of internal dispute resolution process ("IDR"). The owner will be charged a fee for the pre-lien notification, which shall be charged to the delinquent member's account.

7. Within fifteen (15) days from the date of the postmark of the Pre-Lien Notification, a delinquent owner may submit a written request to the Association to meet with the Board to discuss a payment plan for the amount set forth in the Pre-Lien Notification letter. The Board shall meet with the delinquent homeowner in executive session within forty-five (45) days of the date of the postmark of the written request. Each request is handled on a case-by-case basis. The Board is under no obligation to grant payment plan requests. Payment plans shall not interfere with the Association's ability to record a lien on an owner's separate interest to secure payment for the owner's delinquent assessments. If the Board authorized a payment plan, it may incorporate payment of ongoing assessments that accrue during the payment plan period. If a payment plan is approved, additional late fees for the homeowner will not accrue while the owner remains current under the terms of the payment plan. If the owner breaches an approved payment plan, the Association may resume its collection action from the time the payment plan was approved.

8. If an owner fails to pay the amounts set forth in the Pre-Lien notification and fails to request IDR within thirty (30) days of the date of the Pre-Lien notification, the Board shall decide, by majority vote in an open meeting, whether to record a Notice of Delinquent Assessment (Lien) for the amount of any delinquent assessments, late charges, interest and/or costs of collection. This lien shall be recorded in the office of the County Recorder and mailed to the delinquent member. A fee for lien processing work, and a fee for preparation and mailing said Notice of Delinquent Assessment by the Agent, Trustee or Attorney employed by the Association, shall be charged to the delinquent member's account. The lien may be enforced in any manner permitted by law, including without limitation, a small claims judgment, judicial or non-judicial foreclosure.

9. The decision to foreclose on a lien must be made by a majority of the Board of Directors in an Executive Session meeting and the Board of Directors must record their votes in the minutes of the next open meeting of the Board. The Board must maintain the confidentiality of the delinquent owner(s) by identifying the matter in the minutes by only the parcel number of the owner's property. Prior to initiating any foreclosure sale on a recorded lien, the Association shall offer delinquent homeowners the option of participating in IDR or Alternative Dispute Resolution ("ADR")

10. After thirty (30) days from recording the Notice of Delinquent Assessment, the Association may turn the members account over to the Association's Attorney or Trustee to enforce the lien by proceeding with judicial or non-judicial foreclosure sale when either (a) the delinquent assessment amount totals One Thousand, Eight Hundred Dollars (\$1,800.00) or more, excluding accelerated assessments and specified late charges and fees or (b) the assessments are delinquent for more that twelve (12) months. However, if the amount of the delinquent regular or special assessments is less than One Thousand, Eight Hundred Dollars (\$1,800.00) or less than twelve (12) months, the Board may decide to take a small claims court action. The Association is authorized under California law to charge the owner reasonable costs of collection for any action utilized.

11. "IMPORTANT NOTICE: IF YOUR SEPARATE INTEREST IS PLACED IN FORECLOSURE BECAUSE YOU ARE BEHIND IN YOUR ASSESSMENTS, IT MAY BE SOLD WITHOUT COURT ACTION"

12. An owner is entitled to inspect the Association's accounting books and records to verify the amounts owed on their account pursuant to Corporations Code Section 5205. If it is determined that the owner has paid the assessments on time, the owner will not be liable to pay the charges, interest, and costs of collection associated with collection of those assessments.

13. Owners have the right to provide a secondary address for mailing for purposes of collection to the Association. An owner may identify or change a secondary address at any time, provided that, if a secondary address is identified or changed during the collection process, the Association shall only be required to send notices to the indicated secondary address from the point the Association receives the request.

14. Prior to recordation of the release of any lien, or dismissal of any legal action, all assessments, late charges, interest, and costs of collection, including attorneys' fees, must be paid in full to the Association. The mailing address for overnight payments of assessments is 29809 Santa Margarita Pkwy, Suite #100, Rancho Sta. Margarita, CA 92688, unless the account has been turned over to the association's trustee or attorney, then the homeowner would need to call said party for the full amount owed and their correct mailing address.

Board of Directors Resolution
Dover Shores Community Association
July 19, 2016
Page Four (4)

15. The foregoing policies and practices shall remain in full force and effect until such time as they may be changed, modified, or amended in their entirety, by a duly adopted Resolution of the Board of Directors of Dover Shores Community Association. This policy is subject to change upon thirty (30) day written notice.

Dover Shores Community Association
Fee Schedule Addendum

Late Notice	\$ 10.00
Pre-lien Letter	\$125.00
Lien Processing	\$250.00
Foreclosure Prep Fee	\$100.00
Small Claims Prep Fee	\$100.00
Small Claims Attendance Fee	\$100.00
Small Claims Collection Fee	\$100.00
Payment Plan Fee	\$ 75.00 (per 6 months)
Return Payment Fee	\$ 25.00

Note: Fees and Costs for Collection Services are Subject to Change without Notice

NOTICE ASSESSMENTS AND FORECLOSURE

This notice outlines some of the rights and responsibilities of owners of property in common interest developments and the associations that manage them. Please refer to the sections of the Civil Code indicated for further information. A portion of the information in this notice applies only to liens recorded on or after January 1, 2003. You may wish to consult a lawyer if you dispute an assessment.

ASSESSMENTS AND FORECLOSURE

Assessments become delinquent 15 days after they are due, unless the governing documents provide for a longer time. The failure to pay association assessments may result in the loss of an owner's property through foreclosure. Foreclosure may occur either as a result of a court action, known as judicial foreclosure or without court action, often referred to as non-judicial foreclosure. For liens recorded on and after January 1, 2006, an association may not use judicial or non-judicial foreclosure to enforce that lien if the amount of the delinquent assessments or dues, exclusive of any accelerated assessments, late charges, fees, attorney's fees, interest, and costs of collection, is less than one thousand eight hundred dollars (\$1,800.00). For delinquent assessments or dues in excess of one thousand eight hundred dollars (\$1,800.00) or more than 12 months delinquent, an association may use judicial or non-judicial foreclosure subject to the conditions set forth in Article 3 (commencing with section 5700) of Chapter 8 of part 5 of Division 4 of the Civil Code. When using judicial or non-judicial foreclosure, the association records a lien on the owner's property. The owner's property may be sold to satisfy the lien if the amounts secured by the lien are not paid (Sections 5700 through 5720 of the Civil Code, inclusive).

In a judicial or non-judicial foreclosure, the association may recover assessments, reasonable costs of collection, reasonable attorney's fees, late charges, and interest. The association may not use non-judicial foreclosure to collect fines or penalties, except for costs to repair common areas damaged by a member or a member's guests, if the governing documents provide for this. (Sections 5725 of the Civil Code).

The Association must comply with the requirements of Article 2 (commencing with Section 5650) of Chapter 8 of Part 5 of Division 4 of the Civil Code when collection delinquent assessments. If the association fails to follow these requirements, it may not record a lien on the owner's property until it has satisfied those requirements. Any additional costs that result from satisfying the requirements are the responsibility of the association. (Section 5675 of the Civil Code).

At least 30 days prior to recording a lien on an owner's separate interest, the association must provide the owner of record with certain documents by certified mail, including a description of its collection and lien enforcement procedures and the method of calculating the amount. It must also provide an itemized statement of the charges owed by the owner. An owner has a right to review the association's records to verify the debt (Section 5660 of the Civil Code).

If a lien is recorded against an owner's property in error, the person who recorded the lien is required to record a lien release within 21 days, and to provide an owner certain documents in this regard. (Section 5660 of the Civil Code).

The collection practices of the association may be governed by state and federal laws regarding fair debt collection. Penalties can be imposed for debt collection practices that violate these laws.

PAYMENTS

When an owner makes a payment, he or she may request a receipt, and the association is required to provide it. On the receipt, the association must indicate the date of payment and the person who received it. The association must inform owners of a mailing address for overnight payments (Section 5655 of the Civil Code).

An owner may, but is not obligated to, pay under protest any disputed charge or sum levied by the association, including, but not limited to, an assessment, fine, penalty, late fee, collection cost, or monetary penalty imposed as a disciplinary measure, and by so doing, specifically reserve the right to contest the disputed charge or sum in court or otherwise.

An owner may dispute an assessment debt by submitting a written request for dispute resolution to the association as set forth in Article 2 (commencing with Section 5960) of Chapter 10 of Part 5 of Division 4 of the Civil Code. In addition, an association may not initiate a foreclosure without participating in alternative dispute resolution with a neutral third party as set forth in Article 3 (commencing with Section 5925 of Chapter 10 of Part 5 of Division 4 of the Civil Code, if so requested by the owner. Binding arbitration shall not be available if the association intends to initiate a judicial foreclosure.

An owner is not liable for charges, interest, and costs of collection, if it is established that the assessment was paid properly on time (Section 5685 of the Civil Code).

MEETINGS AND PAYMENT PLANS

An owner of a separate interest that is not a timeshare may request the association to consider a payment plan to satisfy a delinquent assessment. The association must inform owners of the standards for payment plans, if any exist. (Section 5665 of the Civil Code).

The board of directors must meet with an owner who makes a proper written request for a meeting to discuss a payment plan when the owner has received a notice of a delinquent assessment. These payment plans must conform with the payment plan standards of the association, if they exist (Section 5665 of the Civil Code)

(b) An association distributing the notice required by this section to an owner of an interest that is described in Section 11212 of the Business and Professions Code that is not otherwise exempt from this section pursuant to subdivision (a) of Section 11211.7 of the Business and Professions Code may delete from the notice described in subdivision (a) the portion regarding meetings and payment plans.

OVERNIGHT PAYMENT ADDRESS

The address for overnight payments is:
29809 Santa Margarita Parkway, Suite 100, Rancho Santa Margarita, CA 92688



DOVESH0-01

JMADERA

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/1/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER License # 0M10410 Armstrong/Robitaille/Riegle Business and Insurance Solutions 830 Roosevelt, Suite 200 Irvine, CA 92620	CONTACT NAME: PHONE (A/C, No, Ext): (949) 381-7700		FAX (A/C, No): (949) 487-6151
	E-MAIL ADDRESS: arrinfo@aleragroup.com		
INSURED Dover Shores C/A c/o BHE Management Corporation P.O. Box 7736 Laguna Beach, CA 92607	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : Philadelphia Insurance Company		18058
	INSURER B : National Surety Corp		21881
	INSURER C : Ironshore Specialty Insurance Company		25445
	INSURER D : Philadelphia Indemnity Ins Co		18058
	INSURER E : INSURER F :		

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**


THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			PHPK2071436	2/12/2020	2/12/2021	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
							MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
A	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			PHPK2071436	2/12/2020	2/12/2021	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0			SUO00032415325162954	2/12/2020	2/12/2021	EACH OCCURRENCE	\$ 5,000,000
							AGGREGATE	\$ 5,000,000
								\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE	
							OTH-ER	
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$
C	Directors & Officers			DO6NABXZ8C001	2/12/2020	2/12/2021	\$150,000 Deductible	1,000,000
D	Crime			PCAC0089910120	2/12/2020	2/12/2021	\$25,000 Deductible	2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

A. Property/Common Area/Special Form/Replacement Cost - Pol#PHPK2071436 - 2/12/2020-2/12/2021 - \$250,000 Limit / \$1,000 Deductible
 Severability of Interest, Equipment Breakdown, Code upgrade and agreed amount applies. 310 HOMES
 Property Management company is named as Additional Insured as Property Managers for the Named Insured.

CERTIFICATE HOLDER**CANCELLATION**

BHE Management Corporation P.O. Box 7736 Laguna Beach, CA 92607	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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DOVESH0-01

JMADERA

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DATE (MM/DD/YYYY)

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							E.L. EACH ACCIDENT	\$
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CERTIFICATE HOLDER**CANCELLATION**

EVIDENCE OF COVERAGE

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

SUMMARY REQUIRED BY CIVIL CODE SECTION 5920
&
SUMMARY REQUIRED BY CIVIL CODE SECTION 5965

-ALTERNATIVE DISPUTE RESOLUTION-

Pursuant to the requirements of California Civil Code Section 5920, the Association hereby provides you with notice and a summary of the following Internal Dispute Resolution ("IDR") and Alternative Dispute Resolution ("ADR") procedures, as stated in California Civil Code Section 5920 as follows:

INTERNAL DISPUTE RESOLUTION

Either party to a dispute within the scope of Civil Code Section 5920 and 5965 of the Civil Code may invoke the following procedure:

1. The party may request the other party to meet and confer in an effort to resolve the dispute. The request shall be in writing.
2. A member of the Association may refuse a request to meet and confer. The Association may not refuse a request to meet and confer.
3. The Association's Board of Directors shall designate a member of the Board to meet and confer.
4. The parties shall meet promptly at a mutually convenient time and place, explain their positions to each other, and confer in good faith in an effort to resolve the dispute.
5. A resolution of the dispute agreed to by the parties shall be memorialized in writing and signed by the parties, including the Board designee on behalf of the Association.

An agreement reached under those sections binds the parties and is judicially enforceable if both of the following conditions are satisfied:

1. The agreement is not in conflict with law or the governing documents of the Association.
2. The agreement is either consistent with the authority granted by the Board of Directors to its designee or the agreement is ratified by the Board of Directors.

A member of the Association may not be charged a fee to participate in the IDR process.

ALTERNATIVE DISPUTE RESOLUTION

Under certain circumstances, all California community associations and their individual members are to offer to participate in some form of ADR prior to initiating certain types of lawsuits pursuant to California Civil Code Section 5965.

Please be advised that Civil Code could be subject to different interpretations. Each homeowner should consult with his/her own attorney regarding appropriate compliance with the statute.

I. Scope of Statute:

Civil Code defines "Alternative Dispute Resolution" as mediation, arbitration, conciliation, or other non-judicial procedure that involves a neutral party in the decision making process. The form of ADR chosen may be binding or non-binding with the voluntary consent of the parties. Civil Code defines "Enforcement Action" as a civil action or proceeding, other than a cross-complaint, filed by either individual homeowners or community associations, for any of the following purposes:

- A. Enforcement of the Davis-Stirling Common Interest Development Act;
- B. Enforcement of the California Nonprofit Mutual Benefit Corporation Law
- C. Enforcement of the governing documents of the common interest development.

The Association or an owner or member of the Association may not file an Enforcement Action in the superior court unless the parties have endeavored to submit their dispute to ADR pursuant to civil code.

Civil Code only applies to an Enforcement Action that is solely for declaratory relief, injunctive relief, or writ relief, or for that relief in conjunction with a claim for monetary damages not in excess of five thousand dollars (\$5,000.00). This section does not apply to a small claims action and except as otherwise provided by law, this section does not apply to an assessment dispute.

II. Compliance Procedures:

The ADR process is initiated by one party serving all other parties with a "Request for Resolution" which shall include all of the following:

- A. A brief description of the dispute between the parties.
- B. A request for alternative dispute resolution.
- C. A notice that the party receiving the Request for Resolution is required to respond within 30 days of receipt or the request will be deemed rejected.
- D. If the party on whom the request is served is the owner of a separate interest, a copy of Civil Code Sections 5965.

Service of the Request for Resolution shall be by personal delivery, first-class mail, express mail, facsimile transmission, or other means reasonably calculated to provide the party on whom the request is served actual notice of the Request.

The party on whom a Request for Resolution is served has 30 days following service to accept or reject the Request. If the party does not accept the Request within that period, the Request is deemed rejected by that party. If the party on whom a Request for Resolution is served, accepts the Request, the parties shall complete the ADR within 90 days after the party initiating the Request receives the acceptance, unless this time period is extended by written stipulation signed by both parties. The costs of the ADR shall be borne by the parties.

Statements, negotiations, and documents made or created at, or in connection with, ADR (except for arbitration) are confidential.

If a Request for Resolution is served before the end of the applicable time limitation for commencing an Enforcement Action, the time limitation is tolled during the following periods:

- A. The period provided in civil code for response to a Request for Resolution;
- B. If the Request for Resolution is accepted, the period provided by civil code for completion of ADR, including any extension of time stipulated to by the parties.

Pursuant to civil code, at the time of commencement of an Enforcement Action, the party commencing the action shall file with the initial pleading a certificate stating that one or more of the following conditions is satisfied:

- A. ADR has been completed in compliance with civil code;
- B. One or the other parties to the dispute did not accept the terms offered for ADR.
- C. Preliminary or temporary injunctive relief is necessary.

Failure to file a certificate pursuant to Civil Code is grounds for a demurrer or a motion to strike unless the court finds that dismissal of the action for failure to comply with this article would result in substantial prejudice to one of the parties.

Civil Code provides that after an Enforcement Action is commenced, on written stipulation of the parties, the matter may be referred to ADR. The referred action is stayed. During the stay, the action is not subject to the rules implementing subdivision(c) of Section 68603 of the Government Code.

III. Failure to participate in some form of ADR:

In an Enforcement Action, in which fees and costs may be awarded pursuant to Civil Code, the court, in determining the amount of an award of attorneys fees and costs, may consider whether a party's refusal to participate in ADR before commencement of the action was reasonable.

In accordance with Civil Code, the Board of Directors of the Association hereby advises you of the following

Failure by a member of the Association to comply with the alternative dispute resolution requirements of Section 5930 of the Civil Code may result in the loss of your right to sue the Association or another member of the Association regarding enforcement of the governing documents or the applicable law.

IV. No Effect on Voluntary Participation in ADR:

The parties may still agree, in writing, to refer any dispute involving enforcement of the Association's Governing Documents, California Corporations Code Section 7710, et seq., or the Davis-Stirling Common Interest Development Act to some form of IDR/ADR, even if those disputes maybe technically outside of the IDR/ADR statutes.



Fine Schedule

TYPE OF VIOLATION	FIRST OFFENSE	NONCOMPLIANCE FOLLOWING COURTESY LETTER	CONTINUING NONCOMPLIANCE FOLLOWING FIRST HEARING
Failure to comply with, or violation of the Architectural Control Procedures	Courtesy Letter	Possible \$300.00 fine, following notice and an opportunity for a hearing before the Board of Directors.	Continuing noncompliance may result in further fines, following notice and an opportunity to be heard by the Board, of \$500.00 in the second month, and \$1,000.00 for each subsequent month the violation continues.
Failure to comply with, or violation of any of the other Governing Documents.	Courtesy letter.	Possible \$100.00 fine, following notice and an opportunity for a hearing before the Board of Directors.	Continuing noncompliance may result in further fines, following notice and an opportunity to be heard by the Board, of \$250.00 in the second month, and \$500.00 for each subsequent month the violation continues.

Dover Shores Community Association
 C/O BHE Management Corporation
 P.O. Box 7736, Laguna Niguel, CA 92607-7736
 Phone: 949-363-1963, Facsimile 949-363-9930, email@bhemanagement.com

**DOVER SHORES COMMUNITY ASSOCIATION
ARCHITECTURAL CONTROL PROCEDURES and FEE SCHEDULE
COVERING EXTERIOR ALTERATIONS and ADDITIONS**

Amended May 2018

The CC&R's of the Dover Shores Community Association has established architectural, landscape and maintenance control for all Homeowners in the Community. For specific language, please refer to Articles VI and IX of the CC&R's:

- A.** No work on any of the following but not limited to the property's home, exterior structures, fence, wall, patio covers, exterior alterations or other structure shall commence until the plans and specifications showing the nature, kind, shape, height, materials, colors and locations of same shall have been submitted to and approved in writing by the Dover Shores Architectural Committee.

In order to obtain approval each homeowner must follow the guidelines presented below:

- B.** Submissions: Please provide the following to the HOA Management Company:
- Three (3) hard copies of all plans (36" X 24"), including a fully dimensioned site plan, including setbacks, elevations, floor plans and landscape plans.
 - Three (3) flash drive copies of all plans.
 - Two (2) checks – Payable to Dover Shores Community Association – One covering the HOA incurred fees and the other for a deposit for potential additional fees that may arise through the course of review and construction (any unused portion of the deposit will be refunded upon final completion and sign off by the HOA).

And in triplicate copies, provide the following:

- Completed application containing the names of the homeowners and their completed contact numbers and emails.
- Executed Neighbor Awareness Forms from all surrounding properties.
- Photos of existing project (s) prior to demolition or remodel.
- Samples or pictures of all exterior materials and/or finishes to be utilized with a color board showing locations of materials, including siding, gates, fences, roofing, etc.....

One completed set with two (2) hard copies and flash drive goes to the Association architect. Another completed set with hard copy and a flash drive goes to the Association Architectural Committee and one flash drive and completed set remain with the Management Company.

- C.** After final approval of the submitted plan, the Association Architect's one redlined hard copy along with the stamped approval by the Architectural Committee is returned to BHE Management Corporation and then forwarded with an approval letter to the homeowner (s). This redlined copy should be kept on the jobsite and available at all times throughout the construction term to be used as reference during any future site visit by the Architectural Committee.
- D.** Obtaining necessary City Building Permit (s), although required, does not release the applicant homeowner from meeting the requirements of the Dover Shores Community Association CC&R's and the requirement to process the applicant's plans through the Association's Architectural

Committee through BHE Management Corporation for approval. Please note that approval of plans by the City does not alter or circumvent the approval process required by the Dover Shores Community Association.

- E. No building structure, garage or storage structure of any kind will be allowed to be built on or into any slope areas below any homes except decks and their under structures at housing grade level, at the edge of the slope to exceed 12 feet horizontally; without consent of the Architectural Committee.

F. Architectural review Fee and Deposit Schedule:

Please note that fees (Design Review Fees) are not refundable. Deposits fees are refundable less any additional architectural expenses or fines incurred until the final notice of completion is signed off by the HOA Architectural Committee.

Level 1: NEW HOME OR MAJOR REMODEL

Fee: \$1,600 Deposit: \$3,500.00

(Replenishment is required when Deposit balance falls below \$2,500.00)

Level 1 consists of the following but is not limited to the following improvements:

- Complete demolition of the existing dwelling / building of a new home.
- Room, floor additions or remodeling involving 1,000 or more square feet of the existing dwelling.
- Exterior remodel altering the outward appearance of a dwelling associated with the remodel.
- Landscaping (hardscape & planting) associated with the proposed improvements.

Level 2: INTERMEDIATE REMODEL or SMALL EXTERIOR REMODEL

Fee: \$800.00 Deposit: \$2,500.00

(Replenishment is required when Deposit balance falls below \$1,500.00)

Level 2 consist of the following improvements:

- Room or floor additions or remodeling involving under 1,000 square feet of the existing dwelling.
- Exterior remodel altering the outward appearance of a dwelling associated with the remodel.
- Landscaping (hardscape & planting) associated with the proposed improvements.
- Installation of a new pool/spa/hot tub and their associated equipment's.

Level 3: LANDSCAPE / HARDSCAPE / FENCING / SOLAR SYSTEM

Fee: \$400.00 Deposit: \$700.00

(Replenishment is required when Deposit balance falls below \$500.00)

Level 3 consists of the following improvements:

- Major landscape & hardscape demolition and installation
- Alterations of the landscape regarding:
 - Changes in grading.
 - Terracing the front or rear yards.
 - Replacement of property fences, retaining and landscape walls, etc.
 - Installation of new trees (no trees should exceed 14' at maturity).
 - Installation of new landscape planting.
 - Demolition & installation of new (significant) hardscape.
 - Remodel of existing pools/spas/hot tubs and their associated equipment's.
- Solar system installation.

Level 4: MINOR NON-STRUCTURAL / REPLACEMENT MODIFICATIONS

No fee No Deposit

- Fee Exception: No fee/deposit is required for repair and maintenance work that can be completed within thirty (30) days using similar colors and materials including re-painting, re-roofing or replacement of windows, doors, gates, siding, re-planting or where the alterations are entirely within the interior of the structures so as not to change the exteriors appearance.

- G. Approval of the plans and specifications shall be based, among other things, on harmony of external design and location in relation to surrounding structures and topography. Any exterior changes which are made to the originally approved plans must be resubmitted to the Association's Architectural Committee **through BHE Management Corporation** for review and approval.
- H. For maintenance of property that will not alter the appearance, such as paint color or roofing materials, a simple notification letter with samples sent to the Dover Shores Architectural Committee for signed off approval will be required prior to the commencement of any such work.
- I. No above ground level building additions may be built on the Bay or view side patio areas which extend beyond the rear yard set-back line of the respective residence.
- J. With certain exceptions and restrictions, single story construction with a maximum roof height of fourteen (14) feet above the building pad is the standard for all lots within Dover Shores. Where two-story construction is permitted, twenty-five (25) feet is the maximum roof height. For specific information as to the exceptions and restrictions, please refer to Article VI, Section 7 of the CC&R's.
- K. Where "VIEWS "may be altered or impacted as a subsequent result of new construction, addition or modification of an existing structure, water feature, pool fence, guardrail, awnings, deck, etc. or a change in Building Code requirements, the Association Architectural Committee may require that prior to approval by the Committee and prior to commencement of construction, that story poles be erected to identify the parameters of the proposed new construction or alteration. The story poles are to be installed for a minimum of period of twenty-one (21) days for the Association's Architectural Committee and impacted neighbors to review.
- L. Construction of improvements or additions shall commence within one (1) year from the date the Architectural Committee approves the working drawings. Resubmittal of all documentation is required if construction does not begin within the one (1) year commencement period.
- M. Upon receipt of the approved plans and specifications, the Homeowner has the responsibility to monitor and expedite the progress of the work so as to complete the project as rapidly as possible. Once construction and/or demolition has begun, if the project cannot be completed within the next twelve (12) months, the Homeowner must resubmit plans to BHE Management Corporation, with an additional dollar amount that will be equal to half the original fee and deposit, before continuing with construction.
- N. The Homeowner agrees to maintain the street, sidewalk and parkway area in front of the property clear of any construction rubbish or building material. Demolition rubbish shall be placed immediately in a dumpster and not on the ground in front of the property and building material shall be placed in the garage or behind the screened off construction area. A dumpster may not remain parked on or in front of the property longer than sixty (60) calendar days. Further, the Homeowners are responsible for the cleaning and removal of any and all stains left on the street which were caused by their contractors and respective sub-contractors as a result of any type of construction work.
- O. All portable toilets should be screened and not exposed to the street nor placed on the sidewalk or the parkway area.
- P. Mechanical or air conditioning equipment, when located on the roof, must be screened or concealed from surrounding neighbors or adjacent street view and must be of a color that blends with the color of the roof.
- Q. No change in the existing contour lines and topography of any lot shall be made without the approval of the Architectural Committee.
- R. Hours of work must comply with City of Newport Beach Ordinances. Work will not be allowed prior to 7:00 a.m. and no later than 6:30 p.m. on weekdays. Work hours on Saturdays will be 8:00 a.m. to 6:00 p.m. No work will be allowed on Sundays and/or legal holidays. Violations will be reported to the City.

S. Deck Construction

Certain lots include landscaped slopes and extend down below the pad level. On such lots deck construction is permissible on the upper portion of the slope, provided that the following requirements are followed:

1. The Architectural Committee must approve plans for the decking.
2. The deck must be an extension of the patio, and shall not be more than five feet lower than housing grade level. Deck depth must be held to a maximum of twelve feet (12') with a see-through handrail all around the deck. The deck width cannot exceed two-thirds of the width of the respective lot. To protect the privacy of the adjoining neighbors, this width restriction must be taken at the center of the lot width.
3. All deck understructure materials are to be painted or stained a dark green or brown so as to blend in with the existing slope landscaping.
4. Association irrigation lines that are damaged or become ineffective as a result of construction shall be repaired immediately and/or relocated at Homeowner expense.
5. If existing slope shrubbery does not screen the deck understructure, the Homeowner, at their expense, shall coordinate with the Landscape Committee in planting landscaping to screen or appropriately hide the deck understructure.
6. To reduce the visual impact to neighbors below, the finish color of the upper deck structures shall promote harmony between the house, deck and immediate surroundings.

Residential Exterior Color Changes, Repainting and Cosmetic Maintenance

In any situation where a new Dover Shores Homeowner or existing Homeowner proposes to change the exterior color of their residence, a sample of the new proposed color must be submitted to the Architectural Committee for approval. Colors must be consistent with the aesthetics and architectural qualities of the Community. The Committee will consider color hues, their placement and their contrast, relative to other colors.

Landscape Committee Participation

The Landscape Committee need to appoint a member to represent them at all Architectural Committee meetings.

Children's Play Equipment

Playhouses, forts, climbing structures as well as swing sets, slides, etc., cannot be visible from the street. The Architectural Committee is available to discuss any aspect of the Association's CC&R's relating to the architectural standards of the Dover Shores Community. In the event that the Architectural Committee denies any applicants submission, the applicant shall receive a written explanation of the reason or reasons of the denial. The letter outlining the denial shall also advise the applicant of the applicant's right to appeal the decision to the Board of Directors.

**DOVER SHORES COMMUNITY ASSOCIATION
ARCHITECTURAL CONTROL PROCEDURES and
FEE SCHEDULE COVERING EXTERIOR
ALTERATIONS and ADDITIONS**

Amended May 2018

The CC&R's of the Dover Shores Community Association has established architectural, landscape and maintenance control for all Homeowners in the Community. For specific language, please refer to Articles VI and IX of the CC&R's:

- A. No work on any of the following but not limited to the property's home, exterior structures, fence, wall, patio covers, exterior alterations or other structure shall commence until the plans and specifications showing the nature, kind, shape, height, materials, colors and locations of same shall have been submitted to and approved in writing by the Dover Shores Architectural Committee.

In order to obtain approval each homeowner must follow the guidelines presented below:

- B. Submissions: Please provide the following to the HOA Management Company:
- Three (3) hard copies of all plans (36" X 24"), including a fully dimensioned site plan, including setbacks, elevations, floor plans and landscape plans.
 - Three (3) flash drive copies of all plans.
 - Two (2) checks – Payable to Dover Shores Community Association – One covering the HOA incurred fees and the other for a deposit for potential additional fees that may arise through the course of review and construction (any unused portion of the deposit will be refunded upon final completion and sign off by the HOA).

And in triplicate copies, provide the following:

- Completed application containing the names of the homeowners and their completed contact numbers and emails.
- Executed Neighbor Awareness Forms from all surrounding properties.
- Photos of existing project (s) prior to demolition or remodel.
- Samples or pictures of all exterior materials and/or finishes to be utilized with a color board showing locations of materials, including siding, gates, fences, roofing, etc.

One completed set with two (2) hard copies and flash drive goes to the Association architect. Another completed set with hard copy and a flash drive goes to the Association Architectural Committee and one flash drive and completed set remain with the Management Company.

- C. After final approval of the submitted plan, the Association Architect's one redlined hard copy along with the stamped approval by the Architectural Committee is returned to BHE Management Corporation and then forwarded with an approval letter to the homeowner (s). This redlined copy should be kept on the jobsite and available at all times throughout the construction term to be used as reference during any future site visit by the Architectural Committee.
- D. Obtaining necessary City Building Permit (s), although required, does not release the applicant homeowner from meeting the requirements of the Dover Shores Community Association CC&R's and the requirement to process the applicant's plans through the Association's Architectural

Committee through BHE Management Corporation for approval. Please note that approval of plans by the City does not alter or circumvent the approval process required by the Dover Shores Community Association.

- E. No building structure, garage or storage structure of any kind will be allowed to be built on or into any slope areas below any homes except decks and their under structures at housing grade level, at the edge of the slope to exceed 12 feet horizontally; without consent of the Architectural Committee.

F. Architectural review Fee and Deposit Schedule:

Please note that fees (Design Review Fees) are not refundable. Deposits fees are refundable less any additional architectural expenses or fines incurred until the final notice of completion is signed off by the HOA Architectural Committee.

Level 1: NEW HOME OR MAJOR REMODEL

Fee: \$1,600 Deposit: \$3,500.00

(Replenishment is required when Deposit balance falls below \$2,500.00)

Level 1 consists of the following but is not limited to the following improvements:

- Complete demolition of the existing dwelling / building of a new home.
- Room, floor additions or remodeling involving 1,000 or more square feet of the existing dwelling.
- Exterior remodel altering the outward appearance of a dwelling associated with the remodel.
- Landscaping (hardscape & planting) associated with the proposed improvements.

Level 2: INTERMEDIATE REMODEL or SMALL EXTERIOR REMODEL

Fee: \$800.00 Deposit: \$2,500.00

(Replenishment is required when Deposit balance falls below \$1,500.00)

Level 2 consist of the following improvements:

- Room or floor additions or remodeling involving under 1,000 square feet of the existing dwelling.
- Exterior remodel altering the outward appearance of a dwelling associated with the remodel.
- Landscaping (hardscape & planting) associated with the proposed improvements.
- Installation of a new pool/spa/hot tub and their associated equipment's.

Level 3: LANDSCAPE / HARDSCAPE / FENCING / SOLAR SYSTEM

Fee: \$400.00 Deposit: \$700.00

(Replenishment is required when Deposit balance falls below \$500.00)

Level 3 consists of the following improvements:

- Major landscape & hardscape demolition and installation
- Alterations of the landscape regarding:
 - Changes in grading.
 - Terracing the front or rear yards.
 - Replacement of property fences, retaining and landscape walls, etc.
 - Installation of new trees (no trees should exceed 14' at maturity).
 - Installation of new landscape planting.
 - Demolition & installation of new (significant) hardscape.
 - Remodel of existing pools/spas/hot tubs and their associated equipment's.
- Solar system installation.

Level 4: MINOR NON-STRUCTURAL / REPLACEMENT MODIFICATIONS

No fee/No Deposit

- Fee Exception: No fee/deposit is required for repair and maintenance work that can be completed within thirty (30) days using similar colors and materials including re-painting, re-roofing or replacement of windows, doors, gates, siding, re-planting or where the alterations are entirely within the interior of the structures so as not to change the exteriors appearance.

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Architectural Processes Q&A

Definitions

“Architectural Guidelines” – Otherwise referred to as Architectural Standards, Design Review Guidelines, Design Guidelines, Design Standards or any other document containing the parameters in which a homeowner is to follow when submitting an application.

“Reviewer” – Otherwise known as the person or persons responsible for reviewing the plans, for Dover Shores, it will be a combination of a volunteer homeowner architectural committee, and a qualified third party architect hired to perform the review on behalf of the committee.

Plan Review

Who is responsible to review your plans?

Your association CC&R's contain a section devoted to architectural review, which indicates how many members need to be appointed to a committee and also include designation of a third party architect.

Who makes the final decision on approval or denial?

The designated party responsible for reviewing plans.

How do I find out how much time the committee has to review my plans?

Your CC&R's currently allow for a 30 day review period, after all requested items are submitted to the Committee. It is not atypical for the Committee to need additional information, and each time that additional information is provided, this triggers another 30 day review period. This means the committee and/or third party consultant can take up to that many days to review your plans. It is therefore suggested that your submittal comes to the Association as far in advance of your anticipated commencement date as your planning allows.

BHE Management Corporation has no jurisdiction over the committee members or the third party consultant. The committee is appointed by the Board of Directors and works at the pleasure of the Board and the third party consultant is retained by the Board of Directors on behalf of the association.

What if my plans are denied – do I have to wait another 30 days for review?

Yes, each time a plan is resubmitted the time frame allowed for the review process starts over.

Why can't you “rush” the review upon request?

BHE Management Corporation has no jurisdiction over the time constraints of the committee and/or third party consultant. As a courtesy, we are happy to include a note requesting the appropriate party to “rush” the plan review, but we cannot guarantee this will occur.

Why can't I contact the reviewer directly with my questions?

The third party consultant would be inundated with calls, thus taking away from their limited time to actually perform reviews in a timely manner. Homeowner committee members are volunteers and therefore their personal information cannot be provided. All questions can be submitted in writing and will be forwarded to the appropriate party and a response will be provided in writing.

Who pays for the qualified consultant to review the plans?

The association pays for this service. If a third party consultant is contracted to review plans on behalf of the association, the fees are paid via your submittal fee. The CC&R's typically give the association the right to collect fees in order to offset the costs related to plan review costs when a third party consultant is utilized.

Why can't BHE Management Corporation give me approval?

BHE Management Corporation is an independent third party managing agent and has no authority to review, approve or deny plans on behalf of the association. The only responsibility of Management is to make sure the application has been completed and submitted with your plans, a review fee/deposit check has been submitted (if applicable) and the correct number of plans have been submitted. This information is then forwarded to the party responsible for reviewing plans on behalf of the association. BHE Management Corporation also takes receipt of the plans from either the committee and/or third party consultant and then notifies the homeowner of the decision.

Why can't Management give me the decision over the phone?

A plan review usually results in many comments from the reviewing party. In order to avoid any miscommunication, Management has a policy that all decisions made by either the committee and/or third party consultant must be communicated in writing.

Why can't my contractor call and get the information or pick up my plans for me?

Unless the homeowner provides written authorization for a specific person to receive information on their behalf, Management can only communicate with the homeowner. All decisions must be mailed to the homeowner's mailing address on file.

If I want to make changes to my approved plan, do I have to re-submit?

Yes, any plan changes need to be submitted for approval.

If I am just painting my house the same colors, do I have to submit for review?

The safest bet is to submit. Many times homeowners may believe that they are painting the same color, however even a slight variation can be significant when it is applied to a home. Also, colors fade over the years, and the resulting fresh paint color may not be what you anticipated. It is advisable, therefore, to submit an application to the Association.

Why are site photos required?

Depending on the complexity of the improvements, the committee and/or third party consultant needs a point of reference when visualizing the project you are proposing.

Neighbor Awareness

What does a Neighbor Awareness form do for you?

A Neighbor Awareness form is merely a means of notifying your neighbors that you plan to make exterior modifications to your home. Your neighbor does not have the right to approve or deny proposed modifications to your home, but they do have the right to be aware and make comments for the reviewing party to consider. The committee and/or third party consultant is required to approve your plans if they meet the architectural guidelines.

How many signatures are required on the Neighbor Awareness Form?

If you are on a single loaded street, meaning you have no neighbors across the street from you, then you only need your neighbors to the left, right and behind you. If you are on a double loaded street, meaning you have neighbors across the street, you need your neighbors to the left, right, behind you and across from you. Any property that touches your property should be signing your form.

What would happen if I just leave a signature off the form or have a neighbor sign a few doors down, versus my immediate neighbors?

Leaving a signature off the form could also delay your submittal process, because if you don't provide the required signatures, your submittal will be deemed incomplete and will be returned to you. Additionally, leaving a signature off the form or getting a distant neighbor to sign may void your plan approval if later challenged.

What if my neighbor is a renter?

You may indicate this on the form and you should also mail a letter via certified mail to the address anyway notifying the owner of the property of your intentions to submit for exterior modifications. Provide a copy of the letter and returned receipt with your application.



Dover Shores Architectural Request Application

Homeowner's Name: _____

Address: _____

Phone: () _____ Home () _____ Office

Fax: () _____ Email: _____

Estimated Project Starting Date: _____ Estimated Time Required: _____ (Months)

Contractor Name: _____ Address: _____

Phone: () _____ Cell: () _____

Description of Modification or Improvement:

Agreement & Certification:

I/we certify that I/we have read and understand all pertinent sections of the applicable CC&RS and the Architectural and Landscaping Rules. I/we believe that the information on this application, including the plans and any other attachment are accurate and complete. I/we understand that I/we are responsible for the actions of our contractors.

I/we agree that my/our home improvement, if approved will not result in any future maintenance costs whatsoever to the Dover Shores Community Association, and I/we understand that all construction, maintenance and insurance of the improvements shall be the sole responsibility of myself/ourselves.

I/we agree that any changes to the landscaping of the slopes during home improvement, shall be my/ours responsibility to replant and restore to its original look within a maximum period of one year from the date of approval of my application.

I/we understand that building permits for these improvements may be required and the cost of any permits and the responsibility for obtaining permits and subsequent City inspection will be the responsibility of the undersigned. I/we acknowledge that architectural approval is not intended to be, nor shall it be considered, a substitute for approval by the necessary and appropriate City agencies. I/we further agree that no construction will begin until the written approval of the association has been received pursuant to the Association's CC&RS.

I/we understand that the Association will inspect the improvement or modification during and after construction to verify conformance. I/we understand and agree that any failure to complete the improvement/modification in accordance with the approved application, plans, and schedule may result in reconstruction at my/our expense, forfeiture of fees, additional fines, and future action as deemed appropriate by the Association.

Legal Homeowner's Signature

Date



Notice of Completion

Property Owner's Name: _____
Property Address: _____
Mailing Address: _____
Daytime Phone: _____ Evening Phone: _____
E-mail Address: _____

Completed Work Being Submitted (FOR ARCHITECTURAL COMMITTEE ONLY-Please check all that apply)

Table with 3 columns: Architectural, Landscape / Hardscape, and Equipment. Each column lists items with checkboxes for selection.

Other: _____

PLEASE PROVIDE THE FOLLOWING DOCUMENTATION:

- A copy of final permit approval/signed by public agency representative;
• COLOR photographs of the front of your home, side yard(s), and rear yard in multiple angles.

Once the Architectural Committee has approved your Notice of Completion your deposit of \$_____ will be returned to you within approximately sixty (60) days of the date of your NOC Approval letter.

Notice is hereby given that the undersigned is the owner of the property where the work took place and that the work was completed according to approved plans on the date specified below:

Date Work Completed: _____
Property Owner's Signature: _____

NOC Approved or Denied? (Circle One) Explanations: _____

Committee Member's Signature: _____
Committee Member's Signature: _____
Committee Member's Signature: _____
Committee Member's Signature: _____

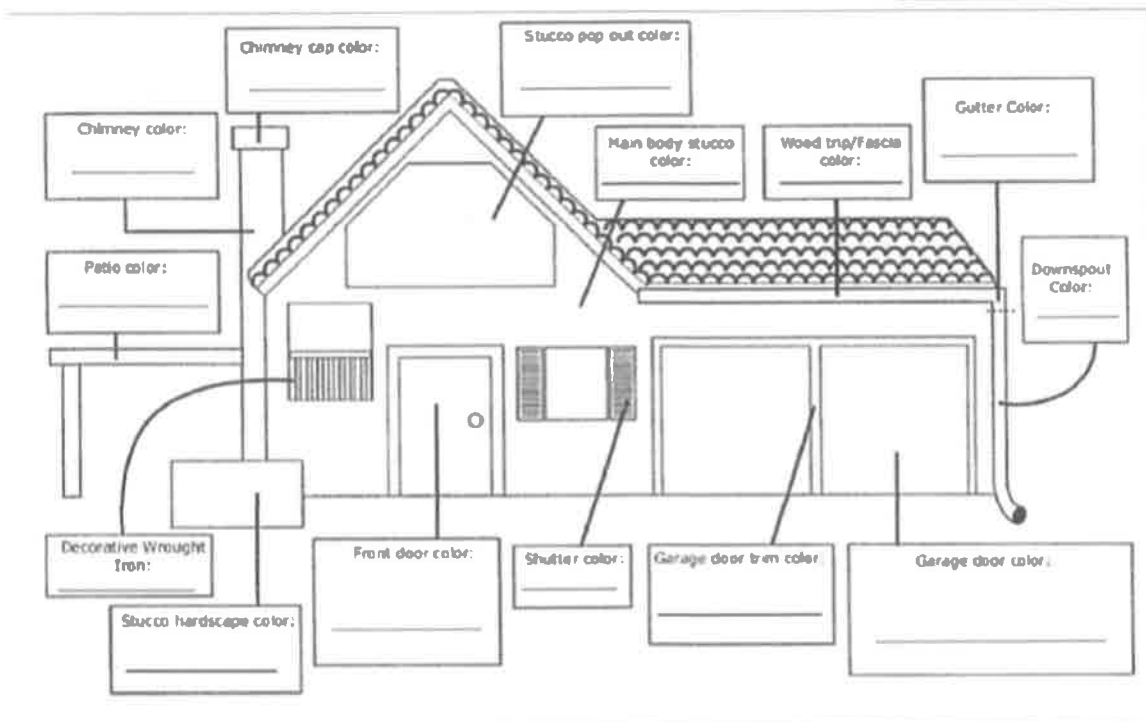
Dover Shores Community Association
c/o BHE Management Corporation
P.O. Box 7736
Laguna Niguel, CA 92607-7736
(949) 363-1963 | email@bhemanagement.com

**DOVER SHORES COMMUNITY
ASSOCIATION
PAINT PLACEMENT DIAGRAM**

*Indicate the name and number of the paint color in
the appropriate boxes.*

DATE: _____

PROPERTY ADDRESS: _____



After You Are Done With Improvements

What do I need to do after my improvements are finished?

When complete, fill out the notice of completion form and attach photos of the improvements from all angles. You can e-mail these photos to email@BHEManagement.com or mail a hard copy. Keep in mind that the photos should show set back requirements met (use a tape measure in your photo) and need to show the overview of the improvements. The committee and/or third party consultant will take these photos and compare them to your plans to make sure all was installed per plan. You may also get a site visit from a Committee member to review the conditions onsite.

Where do I get the Notice of Completion form?

You can download the Notice of Completion from the Architectural Application on the website. If you prefer, you may send an e-mail email@BHEManagement.com and request one be e-mailed or mailed to you.

How difficult is it to get my Notice of Completion signed off?

If you installed per plan and provide pictures of all improvements it will be approved. If you decided, for instance, not to install a tree that was on your plan, explain that with your Notice of Completion – however you may be required to still install it in the size and species you put on your plans in order to get clearance. Anything that wasn't installed per plan will hold up your Notice of Completion approval.

Can a site visit be performed in place of submitting photographs?

Site visits could be performed in place of a photo Notice of Completion review only if you are willing to pay, in advance, the cost for the third party consultant to perform the review.

What if my Notice of Completion keeps getting denied, what do I do?

The best thing to do is to do everything on the list of issues pointed out to you. If you feel you have completed those items, then you should address your concerns with the Board. If you have no plans to complete all of the items on the list, then you should resubmit your plans showing only what you actually installed. The Board of Directors does have the right to call you to a hearing and assess fines if you choose to ignore the notification to correct items.

How soon can I get my deposit back once my Notice of Completion is approved?

Your deposit will be prepared during the Association's next check run; as Dover Shores cuts checks once a month, and your approval happens to be right after a check run was issued, you would have to wait until the following month, which could take up to 45 days.

Variances/Appeals

If you do not agree with the reviewer's disapproval, you may fill out a variance/appeal form that will go to your Board of Directors for review and consideration. There may be a fee required for these requests when a third party consultant is being utilized, which must be paid to the association prior to the work being performed.

Nuisance Conditions

Permitting, causing or allowing to exist any of the following conditions on a lot during the demolition or construction phases of a project is a violation of Article VII, Section 2 of the Dover Shores CC&Rs, and a violation of the "public nuisance" provision of the City of Newport Beach Municipal Code (Title 10, Section 10.50.020):

- A fire hazard including, but not limited to, any cut or uncut shrub, tree, grass, weeds, vines or other vegetation; combustible refuse or waste; or other flammable material which by reason of its size, manner of growth or location constitutes a fire hazard to any structure, improvement or landscaping;
- Any swimming pool, spa, pond, fountain or other body of water which is allowed to become stagnant, unsanitary or unsafe;
- The accumulation of rubbish, trash, debris, rubble, broken-up asphalt, lumber, concrete, plaster, tile, rocks, bricks, building materials, crates, cartons, containers, boxes, scrap metal, trimmings from plants and trees, cans, bottles and barrels;
- Vegetation, including, but not limited to trees, shrubbery, grass and plants, which is overgrown, dead, decayed or diseased such that it may:
 - Impede or present a danger to pedestrian or vehicular traffic;
 - Interfere with visibility on, or free use of, or access to, any portion of any public sidewalk, street, alley or right-of-way; or
 - Harbor rats, vermin, insects and other situations likely to cause a hazard to the public safety;
- Buildings or structures which are partially destroyed, partially repaired, abandoned or which remain in the state of partial construction or disrepair for more than three months, unless the construction and repairs are being accomplished pursuant to an active, open building permit.
 - Obtaining necessary City building permits, although required, does not release the applicant Homeowner from meeting the requirements of the CC&R's and processing the plans through the Association's Architectural Committee for approval.
 - Approval of plans by the City does not alter or circumvent the approval process required by the Association.

**DOVER SHORES COMMUNITY ASSOCIATION
RESIDENCE REPLACEMENT & PROTECTION OF VIEWS**

In the event of the removal or teardown of a single story or a two story residence, the replacement structure must comply with the City of Newport Beach Building Code requirements regarding Floor Area Ratios and View Blocking, as well as front and side-yard setbacks; including the juxtaposition of the new floor slab and roof heights so as not to block, infringe or diminish the previous views of neighboring members of the Association residences.

The newly constructed residence is not entitled to a better view than the view that existed from the replacement residence.

The Association Architect, as well as the Architectural Committee, must approve the project which involves a complete teardown and may grant permission to a previously designated two-story lot to proceed with a new two story home to be constructed with a taller roof height than previously allowed.

Variations of roof heights may be allowed if such architectural expression does not impact another's right to an existing or future view.

The existing two-story lots which qualify for the roof height modification are listed as follows:

Alderbaran Circle:	Lots: 259, 260,261
Antigua Way:	Lots: 263 thru 276, Lots 277 thru 284 (subject to offset)*
Galaxy Drive:	Lots: 236 thru 243, 251 thru 257, 259 thru 261
Pescador Drive:	Lots: 215 thru 230
Rigel Circle:	Lots: 247,248
Santiago Drive:	Lots: 211 thru 214, 231,232

Tract #4224 CC&R, Section 7, Construction Standards:

Single story construction is the standard for all lots within Tract #4224 except:

- a. **Two story construction is permitted on lots 1 through 7, inclusive, and on all lots on the water level (lots 101 through 180 inclusive).**
- b. **Two story construction is permitted on lots 215 through 311 inclusive, subject to the following restrictions:
Lots 244, 245, 246, 249, 250, 258, 259, 262, 277,278, 279, 280, 281, 282, 283, & 284 are limited to one story construction on that part of the house which comes within twelve (12) feet of the street property line, and two story construction on that part of the house which is twenty (20) feet or more from the street side property line.**

DOVER SHORES COMMUNITY ASSOCIATION
LANDSCAPE AND VIEW PRESERVATION STANDARDS

AMENDED JANUARY 2015

Our Community has the advantage of being a unique and unusual view-oriented Community, and every effort should be made to preserve this valuable asset. All Homeowners living in the Dover Shores Community are entitled to enjoy the natural views from their properties. From time to time, as a result of plant growth, trees and shrubbery restrict views. Landscaping must be controlled to prevent view infringement to other Homeowners.

Article VI, Section 2, of the Dover Shores Community Association's CC&R's, states that:

“No tree or plant shall exceed fourteen feet (14’) in height on any lot if it causes blockage of the natural view from another lot without the approval of the Landscape Committee. The Landscape Committee shall have the right to require any member to remove, trim, top, or prune any tree or shrub, regardless of height, which in the reasonable belief of the Landscape Committee detracts from the view of any lot.”

In administering this section of the CC&R's, the Landscape Committee may require a Homeowner to take action with respect to the tree(s), palm(s) or shrubbery if the following occurs:

1. In cases where a tree or shrub on the lot exceeds fourteen feet (14’) in height and detracts from the view of any lot, the Homeowner will be required to either remove the tree or shrub or trim or top the tree or shrub so that the maximum height of the tree or shrub does not exceed fourteen feet (14’). If, after such trimming or topping to a maximum height of fourteen feet (14’), the tree or shrub continues, in the reasonable belief of the Landscape Committee to detract from the view of any other lot, the Homeowner shall be required to remove, or further trim, top or prune the tree or shrub until the view detraction is abated.
2. Tall growing palm trees that do not detract from the view of any lot may therefore be allowed to exceed fourteen feet (14’) in height, provided that they get trimmed annually and dead fronds are removed from the trees. Trimming must be done in an upward cone shaped manner (11 and 1 o’clock) to allow new growth. Species of palms which are not tall growing will be limited in height to fourteen feet (14’). Where palm trees are planted, the number of trees which may be allowed to exceed fourteen feet (14’) will be limited to one (1) palm tree per 2500 square feet of building pad including the parkway grass area.
3. In cases where shrubbery or hedges along patio or view portions of lot line which block the side view of neighbors on either side of the property, the Homeowner will

be required to trim the shrubbery or hedge so that its maximum height does not exceed three feet (3') above the house pad.

4. Certain lots allow for two-story construction. The addition of a second story to an existing structure, or the construction of a two story structure where a single story structure previously existed, shall not entitle Homeowner to view from the second story greater than the view that previously existed from the ground level.
5. All new or upgrade Landscape plans must be submitted to the Association's Landscape Committee for review and approval.
6. Any changes or impairments to the landscaping of the slopes during home improvement or reconstruction shall be the responsibility of the Homeowner to replant and restore to its original or revised look within a maximum period of one year from the date of plans submittal approval.
7. Association irrigation lines on the bank shall not be modified by the Homeowner. Any damage to Association irrigation lines shall be repaired by the Homeowner.
8. All drainage or water from any lot and the improvements shall drain or flow into adjacent streets and not upon adjoining lots or slopes and all slopes or terraces on any lot shall be maintained as to prevent any erosion thereof upon adjoining property or slopes (Article IX, Section 14, of the CC&R's).
9. Every owner shall maintain the exterior landscaping of the dwelling in good condition at all times.
10. The Association has reasonable rights to enter upon the slopes described in Article VIII, Section 4, below, except slopes that are between contiguous lots, for the purpose of landscaping and maintaining of landscaping on such slopes.

Lots 96-100 inclusive, 189-230 inclusive, 263-283 inclusive, and 285-311 inclusive include landscaped slopes that extend down to the base of the slope. On these lots, the Association has a landscape easement on the slope for landscaping and maintenance of the landscaping (Article VIII, Section 4, of the CC&R's). On such lots wrought iron fences are permissible on the upper portion of the slope, provided that the following requirements are met:

1. Plans for the fencing must be approved in advance by the Landscape Committee.
2. Landscape maintenance on the bank within the enclosed area shall be the responsibility of the Homeowner.

3. Additional irrigation requirements as a result of landscaping modifications within the enclosed area by the Homeowner shall be the responsibility of the Homeowner.
4. Access to the enclosed area for periodic irrigation line maintenance shall be provided to the Association by the Homeowner.

The Landscape Committee is available to discuss view infringement problems, or to consult about unique problems involving the Association's green belts.

Section 3. Appointment of Architectural and Landscape Committees. The Architectural and Landscape Committees shall be appointed by the Board of Directors of the Association and shall be composed of three (3) or more representatives who need not be members of the Association.

Section 4. General Provisions.

(a) The Architectural Committee may establish reasonable rules, subject to adoption by the Board, in connection with its review of plans and specifications including, without limitation, the number of sets to be submitted and the payment of a processing fee, graduated according to the valuation of the improvements. Approval or disapproval of plans and specifications may be made by one or more of the members of the Architectural Committee or individuals to which plan review responsibilities may be delegated Unless such rules are complied with, such plans and specifications shall be deemed not submitted.

(b) The address of the Architectural Committee is the principal office of the Association, or such other place as may from time to time be designated by the Architectural Committee by a written instrument recorded in the Office of the County Recorder of Orange County, and the last instrument to be recorded shall be deemed the Architectural Committee's proper address. Such address shall be the place for the submittal of plans and specifications and the place where the current Architectural Standards and Landscaping Standards, if any, shall be kept.

(c) The establishment of the Architectural Committee and the systems herein for architectural and landscaping approval shall not be construed as changing any rights or restrictions upon Owners to maintain, repair, alter, modify or otherwise have control over the Lots as may otherwise be specified in this Declaration, in the Bylaws or in any Association Rules.

Section 5. Approval and Conformity of Plans. The Board shall, from time to time, adopt and promulgate Architectural and Landscaping Standards to be administered through its Architectural and Landscape Committees. The Architectural and Landscaping Standards shall include those restrictions and limitations upon the Owners set forth below:

(a) Time limitations for the completion of the architectural and landscaping improvements described herein; and

(b) The conformity of completed architectural and landscaping improvements to plans and specifications and to the Architectural and Landscaping Standards of the Association; provided, however, unless notice or noncompliance or noncompletion, executed by the Architectural Committee, shall be filed of record in the Office of the County Recorder or Orange County, California, within thirty (30) days of the expiration of the time limitation described herein, or unless legal proceedings shall have been instituted to enforce compliance or completion within said thirty (30) day period, the conformity of any completed architectural and landscaping improvements shall be deemed to be in compliance with the Architectural and

(h) The Owner shall make no exterior changes from the approved plans until such revised plans and changes have been submitted and approved by the Association Architectural Committee.

(i) The Owner shall be responsible for keeping the adjoining street and sidewalk areas as free as possible from building materials, equipment and debris during the course of construction.

(j) Construction of improvements or additions shall commence within one (1) year from the date the Architectural Committee reviews and approves the working drawings. Resubmittal is required if construction does not start within the one (1) year commencement period.

(k) Mechanical or air conditioning equipment, when located on the roof, must be screened or concealed from surrounding neighbors or adjacent street view and must be of a color that blends with the color of the roof.

(l) No substantial change in the existing contour lines of any lot shall be made without the approval of the Architectural Committee.

(m) Plans and specifications are not approved for engineering design. By approving such plans and specifications neither the Architectural Committee, the Members thereon, the Association, the Members, of the Board, assumes liability or responsibility thereon, or for any defect in any structure constructed. If the Architectural Committee fails to approve or disapprove such plans and specifications within thirty (30) days after they have been

submitted to it, such plans and specifications shall be deemed approved.

Section 6. Appeal. In the event plans and specifications submitted to the Architectural Committee are disapproved thereby, the party or parties making such submission may appeal to the Board by submitting a written request for appeal. The written request shall be submitted to the Board not more than thirty (30) days following the final decision of the Architectural Committee. The Board shall submit such request to the Architectural Committee for review, whose written recommendations will be submitted to the Board. Within forty-five (45) days following receipt of the request for appeal, the Board shall render its written decision. The failure of the Board to render a decision within said forty-five (45) day period shall be deemed a decision in favor of the appellant.

Section 7. Construction Standards. Single story construction is the standard for all lots within Tract 4224, except as follows:

(a) Two story construction is permitted on Lots 1 through 7, inclusive, and on all lots on the water level (Lots 101 through 180, inclusive).

(b) Two story construction is permitted on Lots 215 through 311, inclusive, subject to the following restrictions: Lots 244, 245, 246, 249, 250, 258, 259, 262, 277, 278, 279, 280, 281, 282, 283, and 284 are limited to one story construction on that part of the house which comes within twelve (12) feet of the street side property line, and two story construction on that part of the house which is twenty (20) feet or more from the street side property line.

**DOVER SHORES COMMUNITY ASSOCIATION
COMMUNITY BEACH POLICIES**

ADOPTED JANUARY 2016

Updated 12/20/2020

All homeowners living in the Dover Shores Community Association are entitled to use the association's three private beaches. Each year, the Beach Committee plans and oversees the summer beach program for the residents and their families of Dover Shores. Most of the summer activities are conducted on Larry's Beach. In addition, there are two other private beaches within our association, North Star Beach and Fisherman's Beach. A description of each follows:

1. Larry's Beach, located at 1108 Polaris Drive between Morning Star Lane and Evening Star Lane, contains a restroom, barbeque island, picnic tables, volleyball court, tetherball, slide, swings and climbing equipment.
2. North Star Beach, located at 1156 Polaris Drive at the corner of Polaris Drive and Whitecliffs Drive, contains a half basketball court, volleyball court, charcoal barbeque and picnic equipment.
3. Fisherman's Beach, located next door to the home at 1014 Polaris Drive is an association beach that has been designated for storage and launching of small sailing dinghies. All boats must be registered with the Dover Shores Property Manager. There is an annual storage fee of \$150.00 per year/per boat for the use of these storage facilities. The fee is for the entire year and not prorated for storage periods less than one year. A deposit of \$250.00 is also required for a beach key, which is refundable at the end of your rental. The \$150.00 fee is due on or before January 1st and is good from January 1st through December 31st. Any boats not registered or delinquent over 90 days will be considered abandoned and shall be removed at the owner's expense.

Each of the three Dover Shores beaches are fenced and contain locked gates. Your Dover Shores key will unlock the two main gates located at North Star Beach and Larry's Beach, including the restroom. Separate keys will be issued for properly registered boats stored at the Fisherman's Beach. Should you misplace your key, please contact the Dover Shores Community Association property manager at BHE Management Corporation to secure a replacement key. For security and liability reasons, please make every effort to close and lock the gates to the beaches as you enter and exit.

The association's beaches are available, by reservation, for the use of Dover Shores homeowners for personal gatherings. To make a reservation go to the Dover Shores website at dovershoresnb.com, and click on "*How to Make a Beach Reservation.*" On the next page, under forms, click on "*How to make a Beach Reservation.*" Follow the instructions therein which describes where and how to contact the beach reservationist and how to make a beach reservation.

In accordance with Article X, Section 14 of the CC&R's, the Board of Directors has adopted the following rules for use of the common areas:

1. Any homeowner whose annual assessment is delinquent and remains unpaid will have their right to the use of the recreational areas and facilities suspended for the period that the assessment remains delinquent. The homeowner shall be notified in writing of the suspension. The suspension shall apply to all members of the homeowner's family, his/her tenants or contract purchasers and their guests.

2. Use of the recreational areas and facilities are limited to members of the homeowner's family, his/her tenants or to contract purchasers of the property.

- a. For purposes of clarifying terms used in this paragraph, "homeowner family" shall mean the homeowner and spouse, children who live at home (including students who are away at school, sons-in-law and daughters-in-law, and grandchildren); "tenants" shall mean other full time residents in the Dover Shores home and domestic help who are accompanying a member(s) of the homeowner's family or tenant(s), and; "contract purchasers" shall mean full time residents in the Dover Shores home that is being acquired through a lease purchase agreement.

3. Homeowners and members of the homeowner's family may invite a limited number of guests to accompany them when using the recreational facilities (total number including the homeowner and their guests shall not exceed 16 people). At all times, **guests must be accompanied by the homeowner or member of the homeowner's family.**

4. Group use of the facilities exceeding 16 people shall be by reservation and the group must be sponsored by a full time Dover Shores resident homeowner. Reservations must be approved in advance by the beach reservationist. **The sponsoring resident homeowner must be a member of the group and must attend the entire function.** Only resident homeowners may sponsor group use of recreational areas and facilities; members of the homeowner's family, tenants and contract purchasers are not eligible to sponsor group use of the recreational areas and facilities.

- a. Reservations are always required for gatherings over 16 people and reservation applications must be submitted for approval to the beach reservationist at least (7) days prior to your requested date.
- b. For requests involving groups exceeding fifty (50) people, Board of Director approval shall be required.
- c. Approval of a reservation request does not grant exclusive use of the recreational facilities by those being granted a reservation. Every effort will be made to accommodate all reservation requests by utilizing North Star Beach and Larry's Beach simultaneously and two or more approved requesting groups may be required to share the same area or facility if the groups are small enough to accommodate both parties.

5. All users of the recreational areas and facilities are expected to clean up and leave the area in the same or better condition than it was in when they arrived. Inappropriate behavior and excessive noise will not be tolerated. Any violations under this paragraph will be grounds for suspension of use privileges for members of the homeowner's family, tenants, or contract purchasers.

BEACH RESERVATIONS

Homeowner must review the community beach policies prior to submitting a written application to the beach reservationist.

Reservations are always required for groups over 16 people.

There is a non-refundable reservation fee of \$75, in addition to a \$75 refundable security deposit due for all reservations over 16 people. A beach reservation application must be submitted to the beach reservationist along with (2) \$75 checks, both made payable to "Dover Shores Community Association."

The \$75 reservation fee is transferable only with a minimum of one-week notice for any reservation changes.

The reservation fee and security deposit (\$75 each) are both due a minimum of (7) days prior to the event date. The security deposit check will not be deposited but will be held until after the function. The security deposit check will promptly be refunded if the facilities are left in acceptable condition, no damage or loss has occurred and there have been no infractions of the beach policies.

Larry's Beach may be reserved only on Monday, Wednesday, Friday, and Sundays during the "season" (May–September) and may be reserved seven (7) days a week during the off-season.

No parties are allowed on Tuesday's, Thursday's, Saturday's, and all major holidays. These days are to remain open, without reservations during the "season" for all Dover Shores Association members to enjoy.

The HOA will make reasonable attempts to provide a lifeguard or attendant present for every reservation.

No amplified music as per the Dover Shores community beach policies.

All events must end at dusk.

All trash shall be bagged and deposited in the trash container behind the storage room.

RULES & REGULATIONS

BEACH & FACILITIES

- No amplified music including boom boxes, docking stations, etc.
- Children under 12 must have an adult companion to use the beach.
- No Tiki Torches or fires except for barbeque.
- No smoking.
- No dogs.
- Return all tables and benches to original locations (minimize moving tables).
- For security and safety reasons, manually pull the gate shut when leaving the beach to make sure it latches correctly (please do not assume the gate will latch automatically).
- Any fines from the Newport Beach Police Department regarding noise complaints will be the responsibility of the homeowner who has reserved the beach for an event.
- No "bounce" houses or like equipment (due to liability issues that this type of equipment poses for the Association).
- Parents must provide sufficient parental supervision for children and are ultimately responsible for the conduct and safety of all under their supervision. A ratio of 6/1 (children/adults) is recommended for all children's events ages 12 years or younger.
- For the first violation of the beach rules and policies, the homeowner will receive a warning. Upon a second violation the homeowner shall have their beach use privileges suspended until the board reviews and agrees to rescind the suspension.

WATER

- Swim at your own risk.
- No docking boats to swim platform

KITCHEN & BARBEQUE

- Clean kitchen and barbeque after each use and bring your own supplies.
- For safety, please turn all gas burners to the off position, close lids on the equipment.

BEACH OPERATING HOURS

9:00 AM to dusk.

LIFEGUARD OPERATING HOURS

The lifeguards are on duty only during the summer season and the normal operating hours for the lifeguards are as follows:

- Fridays, Saturdays and Sundays from 12:00 PM to 5:00 PM
- Tuesdays from 5:30 PM to 9:30 PM

The Dover Shores Tuesday movie night/community barbeque is from 6:00 PM to 9:00 PM and the lifeguards are available to assist with the barbeque and movies.

Dover Shores Beach Reservation Application

PLEASE CIRCLE ONE

NORTH STAR BEACH

LARRY'S BEACH

PLEASE PRINT

Homeowner's Name _____

Address _____

Home Phone _____ Cell Phone _____ Work Phone _____

Date of function _____ E-Mail _____

Description of function _____

Number of persons attending: Adults _____ Children _____

Function to start at _____ and end at _____

If this request is to sponsor a group, give name of group _____

(I understand that I must be a member of the Dover Shores Community Association and I must attend the entire function)

Name of group's liability insurance Carrier _____

RESERVATIONS/FEES: Reservations are always required for gatherings over 16 people. A non-refundable, but transferable reservation fee of \$75 and an additional refundable security deposit of \$75 applies for all reservations over 16 people. Reservation applications are not confirmed until this reservation form and two (2) checks in the amount of \$75 each made payable to "**Dover Shores Community Association**" have been delivered and received by the beach reservationist listed below. This reservation application and both \$75 fees must be received and approved at least seven (7) days prior to the reservation date.

BLOCK-OUT DAYS: No parties are allowed on Tuesdays, Thursdays, Saturdays and all major holidays. These days are to remain open without reservations for all members of the community to enjoy during the summer season from May-September.

MEMBERS ONLY: To make a reservation I understand that I must be a member of the Dover Shores Community Association and I must attend the entire function.

- I hereby certify that I have read and agree to abide by the Dover Shores Community Association Community Beach Policies and rules as amended July 2015 and the foregoing statements to be true and correct. I further agree to indemnify and hold harmless the Dover Shores Community Association, it's Board of Directors, agents and employees from and against any and all loss, damages, liability, claims, suits, costs and expenses, whatsoever, including attorney's fees, regardless of merit or outcome of any such claim or suit arising from or in any manner connected to the policies and understand that failure to comply with any provision of that policy may result in the immediate cancellation of the above listed event and denial of approval of future requests for reservations.
- NO - Amplified music, no fires allowed on the beaches, no bounce houses, no smoking, a ratio of 6/1 (children/adults) supervision is recommended for all children's events 12 years and younger, approval of reservation does not grant exclusive use of the recreational facilities and other Dover Shores members must never be turned away from sharing the facilities.

Signature _____

Date _____

Please mail or deliver this completed reservation application form along with both the fee and the security deposit checks of \$75 each made payable to **Dover Shores Community Association** to the beach reservationist at:

DAN CONVERSE (BEACH RESERVATIONIST)
509 EVENING STAR LANE NEWPORT BEACH, CA 92660

E-Mail: dan.converse@verizon.net