



Welcome Notebook

DOVER SHORES NEW HOMEOWNER COMMUNITY GUIDE

TABLE OF CONTENTS

Advantages.....	Tab 1
Architectural.....	Tab 2
Beach.....	Tab 3
Landscape.....	Tab 4
CERT.....	Tab 5
Rosters.....	Tab 6
Map.....	Tab 7
CC&Rs and Election Rules.....	Tab 8



Hello!

Welcome to our neighborhood and to the Dover Shores Community Association. Our Association is comprised of 310 homes situated along the western edge of the Upper Newport Bay, and includes three private beaches that are owned by all of the homeowners in Dover Shores.

An elected nine (9) member Board of Directors and several appointed working committees of homeowners manage the operation and business affairs of the community association. We welcome your participation in our committee structure and in the events that the Association sponsors each year, so as to make Dover Shores the most desirable place for all of us to live.

Each month the Board publishes a newsletter, Dover Shores News, letting our residents know of recent Board decisions and actions under consideration, community activities, and other matters relevant to our community. Dover Shores News is sent out by email on the first of the month to every resident who has provided us with an email address. If you would like to be added to this distribution list, please send a request to our Communications Committee at: board@dovershoreshoa.org. Please be sure to include your name, street address, and phone number on your email request.

Dover Shores Community Association is managed by BHE Management Corporation. BHE serves the homeowners of the Dover Shores Community Association and will be the first line of communication when homeowners have any questions or concerns. BHE Management Corporation will be the liaison between the homeowners and the board of directors. Should you have any questions or concerns regarding the community, please do not hesitate to contact Management directly. Dover Shore's primary contact at BHE Management is Lisa Parra, CCAM, Community Manager. She can be reached at: (949) 363-1963 or LParra@BHEManagement.com.

Sincerely,

Dover Shores Community
Association Board of Directors



Dear Dover Shores Homeowner,

Welcome to your new home in the Dover Shores Community! As a new resident, you no doubt have a number of important questions about how your homeowners association works, and whom you can contact for more information. We hope you will take a few minutes to carefully review your welcome packet. Contained within this packet is important information about the community you have chosen as your home.

Dover Shores Community Association has been structured as a non-profit corporation in the state of California, to afford you many benefits that other homeowners do not have. The primary benefit is the value and enjoyment of being part of a well-maintained community. With this goal in mind, your Board of Directors has chosen a full-time, professional property management company. **BHE MANAGEMENT CORPORATION** has been selected to ensure that the common areas are well maintained and to complete the many administrative functions that need to be handled on a day-to-day basis. We would encourage you to contact **BHE Management Corporation at (949) 363-1963** or at Email@BHEManagement.com should you have any additional questions. Hours are 8:30 a.m. to 5:30 p.m. Monday through Thursday, and 8:30 a.m. to 5:00 p.m. on Friday. For afterhours emergencies (*after 5:30p.m.*) that constitute a danger to life or property please contact our on call personnel at (949) 922-6779. We are here to serve you!

WHAT ABOUT ARCHITECTURAL IMPROVEMENTS?

Please remember that the common area landscaping and structures have been carefully designed and installed to achieve a specific aesthetic quality. For this reason, you are asked not to plant additional landscaping in the association maintained common areas, including your association maintained slope areas. This means that only the association is entitled to plant in these areas, and that the association is responsible for maintenance of it. If you should note any areas in need of improvement, please contact Management. Also, keep in mind that any visible changes to your home's exterior also require architectural approval.

Enclosed in your welcome packet is an architectural improvement review/approval packet. Please take the time to familiarize yourself with the architectural standards for your community. It will explain specifics relative to deposit costs, review requirements, acceptable materials, and the time frame within which the review committee will respond to your application. Keep in mind that your proposed improvements must be approved **PRIOR TO BEGINNING** any improvements. Unapproved additions, whether they be landscaping or hardscape, face the very real possibility of modifications or removal at your expense. Please contact Management with any questions you may have regarding architectural submission.

WHEN ARE THE BOARD MEETINGS?

The Board Meetings are comprised of three (3) sessions; Executive Session, open to Board Members only; General Session, which is open to all homeowners, but is for Board participation only; and Homeowner Forum, during which owners are invited to address questions and concerns with the Board. You will be notified in your Association newsletter of the precise date, time, and location of meetings. You are welcome and encouraged to attend.

HOW DO I GET INVOLVED?

There are many ways that you can get involved in the association. Dover Shores has several active Committees that you are welcome to submit your name for. Your participation on a Committee is a good way to ensure that the association is well managed and run, and to learn more about the Board positions. If you are interested in volunteering for a Committee, please contact BHE Management at (949) 363-1963 to register your interest.

WHAT DOES THE MANAGEMENT COMPANY DO?

Your management company works closely with your Board of Directors to oversee the day-to-day operation of your association. Examples of their responsibilities are preparation and collection of the association assessments, conducting common area reviews, preparation of the financial reports and board packets for review by the Board of Directors, and overseeing the work of all maintenance personnel hired by the association to maintain the common areas. If you have any questions about what the association maintains or your assessment billing, please contact BHE Management Corporation at (949) 363-1963.

WHEN WILL I RECEIVE MY ASSOCIATION BILL?

You will receive your association assessment bill just once per year. All assessments are due and payable on the 1st of February, and delinquent if not received 30 days thereafter.

WHAT ABOUT EMERGENCIES?

For any association emergency, which could damage life or property, please contact BHE Management Corporation at (949) 363-1963. We maintain a 24-hour emergency response service. For all other maintenance calls, please contact us during normal business hours, from 8:30 a.m. to 5:30 p.m. Keep in mind that BHE Management Corporation does not maintain your home, only the association maintained common areas. An example of an association emergency would be a broken water line that services association maintained area. Examples of NON EMERGENCIES would be dogs barking or noisy neighbors. For many emergency situations, you should contact the proper response agency first and then contact the management company, only if the emergency is affecting an association maintained area.

PRIMARY CONTACTS

Lisa Parra, CCAM, Community Manager

LParra@BHEManagement.com

Marla Brower Hemmel, CAMEx, CCAM-PM, HR President

MarlaH@BHEManagement.com



BHE Management Corporation

P.O. Box 7736, Laguna Niguel, CA 92607-7736

30011 Ivy Glenn Drive, Suite 118, Laguna Niguel, CA 92677

(949) 363-1963 – Email@BHEManagement.com



HOMEOWNER QUESTIONNAIRE

Dear Homeowner,

Having accurate homeowner information is essential for effectively managing your community. Please take the time to fill in the information below so our team can verify that the information we have in our system is correct.

Property Address: _____

Alternate Mailing Address (if applicable): _____

OWNER INFORMATION

Owner#1		Owner#2	
Name		Name	
Home Phone		Home Phone	
Work		Work	
Mobile		Mobile	
Email		Email	

Add asterisk "" next to the preferred contact number/method.*

VEHICLE INFORMATION

Car#1		Car#2	
Make		Make	
Model		Model	
Year/Color		Year/Color	
License#		License #	

**NOTE: If you have additional vehicles you may list them on the back of this form.*

EMERGENCY CONTACT

Name: _____ Relationship: _____

Address: _____

Home Phone: _____ Cell Phone 1: _____ Cell Phone 2: _____

If there are any special circumstances or requests you would like to share with us regarding your home or family, please use the area below to do so:

Homeowner input and feedback is extremely valuable and always encouraged. Please take a moment to let us know if you have any suggestions or ideas on ways to improve the quality of life for the residents of the Dover Shores Community Association.

Please return this form to:

BHE Management Corporation

P.O. Box 7736, Laguna Niguel, CA 92607-7736

Email@BHEManagement.com

Fax: (949) 363-9930



TENANT(S) QUESTIONNAIRE

This information will be held in strict confidence and used only for communications and/or emergency purposes. Thank you for your cooperation.

Date: _____ Number of Occupants: _____ Number of Pets: Cats: _____ Dogs: _____ Birds: _____

Property Address: _____

TENANT INFORMATION

Tenant #1		Tenant #2	
Name		Name	
Home Phone		Home Phone	
Mobile		Mobile	
Work		Work	
Email		Email	

**NOTE: If you have additional vehicles you may list them on the back of this form.*

LEASE/RENTAL INFORMATION

Lease Dates: _____ Lease: _____

VEHICLE INFORMATION

Tenant Car #1		Tenant Car #2	
Owner		Owner	
Make		Make	
Model		Model	
Year/Color		Year/ Color	
License#		License #	

**NOTE: If you have additional vehicles you may list them on the back of this form.*

EMERGENCY CONTACT

Name: _____ Relationship: _____

Address: _____

Home Phone: _____ Cell Phone 1: _____ Cell Phone 2: _____

Please return this form to:

BHE Management Corporation

P.O. Box 7736, Laguna Niguel, CA 92607-7736

Email@BHEManagement.com

Fax: (949) 363-9930

IMPORTANT ASSESSMENT PAYMENT INFORMATION

Options for paying your Annual Assessment

A statement for your annual assessments will be mailed to you each year in January. Homeowner checks will be processed by the bank upon receipt and will be reflected in BHE Management Corporation's system the following business day.

- **Annual Assessments-** As a friendly reminder, HOA Assessments are due on February 1st.
- **Automatic Payments Through the Association – (ACH)** – the ACH service, which will debit the amount of dues from your bank account on the 10th of each February, is provided free of charge. Should you wish to enroll, please contact Management for an ACH Authorization Form included in this Welcome Package.
- **Online Credit Card or e-check Payment Option-** For your convenience, you are always welcome to log onto our website at www.BHEManagement.com and pay by e-check or credit card online. Please note that this option does include a service fee, paid directly to Paylease.
- **Automatic Payment Through Your Banking Institution-** If you would like to make automatic payments through your banking institution, please *include your BHE Management Corporation account number* when setting up your automatic payment and your Association's mailing address as listed below:

Dover Shores Community Association
P.O. Box 57063
Irvine, CA 92619-7063

If you have any questions or concerns, please do not hesitate to contact us!

BHE Management Corporation
P.O. Box 7736
Laguna Niguel, CA 92607-7736
Phone Number: 949-363-1963
Fax Number: 949-363-9930
Email@BHEManagement.com
www.BHEManagement.com

DOVER SHORES COMMUNITY ASSOCIATION

Fine Schedule

TYPE OF VIOLATION	FIRST OFFENSE	NONCOMPLIANCE FOLLOWING COURTESY LETTER	CONTINUING NON-COMPLIANCE FOLLOWING FIRST HEARING
Failure to comply with or violation of the Architectural Control Procedures or Landscape and View Preservation Standards.	Courtesy letter	Possible \$300.00 fine following notice and an opportunity for a hearing before the Board of Directors.	Continuing non-compliance 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 non-compliance 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. Beach privileges may also be suspended for failure to comply with the Beach Rules and/or further fines imposed to cover any costs incurred by the HOA as a result of the Beach Rule violations.

Advantages to Living in Dover Shores

Dover Shores is a unique community in which to live. Residents enjoy a number of privileges and advantages within their Community that are not present in other communities.

- Exceptional and unequaled natural views of the Upper Newport Bay and its activities, the mountains and Fashion Island shopping mall and Newport Center.
- Three private beaches which provide summer lifeguard services and swimming activities, beach availability for private parties through a reservation system, and storage facilities and boat launching for small dinghies.
- Two city-owned and maintained mini-parks within our community.
- Seventy-three waterfront homes located along two private channels and a section of the main channel of the Upper Newport Bay, all of which have private docks and access to the main Newport Bay.
- Community green belts, which are maintained and periodically upgraded under the direction of an appointed homeowner Landscape Committee.
- Lightly traveled streets that provide all levels of challenge for walkers, and cyclists.
- A friendly and cooperative Community Association, with an active and responsive elected Board of Directors which is dedicated to the maintenance of designated property standards that lead to enhanced property values within the Community.
- Nominal annual Association dues that are collected to support and maintain the green belts, the Community beaches and Community programs, and to dredge the Association's private waterways as needed.
- A reasonable set of Covenants, Conditions and Restrictions (CC&R's) directed toward the maintenance of high quality living standards, and which allow architectural concepts of the homes in the Community to be based upon individual customized residential design that blends in with the neighborhood.

Other conveniences and amenities are located nearby:

- Easy access to regional freeways without traffic congestion or traffic noise.
- Varied school and church facilities located within a short distance.
- Mariner's Library and Community Room, along with Mariner's Park
- Newport Beach Aquatics Center located within easy walking distance of Dover Shores.
- Several mini-malls containing major supermarkets and drugstores, and all other required home services, located within a mile and a half of Dover Shores.
- The comprehensive shopping facilities of Fashion Island in the Newport Center and South Coast Plaza in Costa Mesa, and the Performing Arts Center and South Coast Repertory Theater cultural complex located within a ten minute drive of Dover Shores.
- Designated biking and walking trails surround the Upper Newport Bay.

**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-STRUCTUAL / 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 the Association Management Company, 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 needs 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 applicant's 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.

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)

Architectural

_____ Deck / Balcony
_____ Gazebo
_____ Patio Cover
_____ Painting
_____ Rain Gutters
_____ Room Additions
_____ Remodel
_____ New Construction

Landscape / Hardscape

_____ Front Landscape
_____ Rear Landscape
_____ Front Hardscape
_____ Rear Hardscape
_____ Trees
_____ Fences
_____ Walls
_____ Drains

Equipment

_____ Air Conditioner
_____ Basketball
_____ Backstop Built In
_____ Barbeque Lighting
_____ Pool / Spa and Equipment
_____ Solar Panels
_____ Swing Set / Play Structure
_____ Fire Pit
_____ Water Feature

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: _____

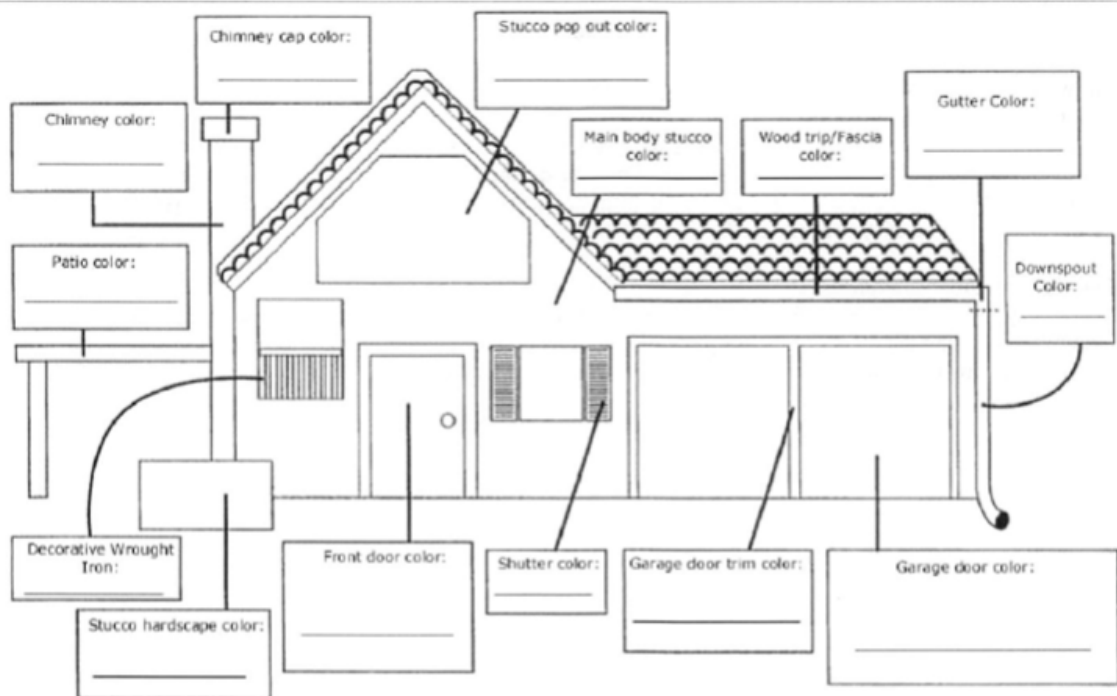
Dover Shores Community Association
c/o BHE Management Corporation
P.O. Box 7736
Laguna Niguel, CA 92607-7736
(949) 363-1963 | email@bhemanagement.com

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 I through 7, inclusive, and on all lots on the water level (lots IOI 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 HOMEOWNERS ASSOCIATION
COMMUNITY BEACH POLICIES
Amended and Adopted March 2024**

All homeowners living in the Dover Shores Homeowners 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. Small non-motorized boats/boards may be launched from Larry's Beach.
2. North Star Beach, located at 1156 Polaris Drive at the corner of Polaris Drive and Whitecliffs Drive, contains a half-size basketball court, volleyball court, propane Barbeque Island and picnic tables. No boats of any kind may be launched from North Star Beach.
3. Fisherman's Beach, located next door to the home at 1014 Polaris Drive is an association beach for the launching of small non-motorized boats and small motorized boats. Only non-motorized boats may be stored at Fisherman's Beach. No storing of motorized boats is allowed. All boats must be registered with the Dover Shores property manager at BHE Management Corp. at 949-363-1963. There is an annual storage fee of \$150.00 per year/per boat for storage of non-motorized boats, and also an annual launching fee of \$150 per year for those using Fisherman's Beach to launch motorized boats.

Each of the three Dover Shores beaches are fenced and contain locked gates. Your Dover Shores key will unlock the main gates located at North Star Beach and Larry's Beach, including the restroom. Separate keys will be issued for properly registered boats stored or launched at Fisherman's Beach. No duplication of any beach key is allowed. Should you misplace your key, please contact the Dover Shores Community Association property manager at BHE Management Corporation at 949-363-1963 to secure a replacement key (key fees apply). For security and liability reasons, please make every effort to close and lock the gates to the beaches as you enter and exit.

In accordance with Article X, Section 14 of the CC&Rs, 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. Only one designated family per parcel is entitled to the use of the facilities.

- 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.
- b. Homeowners and members of the homeowner’s family may invite a limited number of personal guests to accompany them when using the recreational facilities Total number including the homeowner and his or her guests shall not exceed 16 people.
- c. If two or more homeowners together are having one combined event with guests, the same total of 16 people applies. Otherwise, a reservation is required as explained below.
- d. At all times, **guests must be accompanied by the homeowner or member of the homeowner’s family.**

3. Group use of the facilities for private or corporate events including: school or church functions, fundraisers, or any for-profit activities are not permitted due to the additional liability to the Association. Accordingly, the homeowner must be responsible for all costs of the reserved event, not a third party, or third party entity. No vendors are permitted to charge guests for any food, beverages or products.

4. **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.**

BEACH RESERVATIONS

The association's beaches are available, by reservation, for the use of Dover Shores homeowners for **personal** gatherings.

Reservations are always required for groups **over 16** people (subject to availability).

Maximum number people allowed per reservation **shall not exceed 50 people** including walking-age children.

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.

To make a reservation, go to the Dover Shores website at dovershoreshoa.org. You will be directed to BHE's website. From there scroll down and click on "Beach policies and Reservation Form". There you can read the guidelines and fill out the form to submit to the reservationist. The instructions where to submit are on the forms itself.

A non-refundable reservation fee of \$75 is required. In addition, a refundable security deposit of \$150 is due for all parties between 17 and 25 people, and \$300 for parties between 26 to 50 people. No parties over 50 people are permitted. A beach reservation application must be submitted to the beach reservationist along with (2) checks, both made payable to "Dover Shores Homeowners Association." The security deposit will be refunded provided no violations of beach policies and rules have occurred. Otherwise, a portion or the entirety of the security deposit may be forfeited. Depending on the severity of the violations, future beach privileges may also be suspended. The Board will decide on the appropriate action at the next Board meeting following the event, at which time the Resident will have an opportunity to be heard.

The reservation fee and security deposit is transferable only with a minimum of one-week notice for any reservation changes.

The reservation fee and security deposit 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 the function has been completed. **If the facilities have been left in acceptable clean condition with no damages or infractions of the policies, the reservationist will promptly return or shred the security deposit check.**

Larry's Beach and North Star 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.

Reservations are limited to a maximum of 4 hours e.g. 10:00AM-2:00PM or 11:00AM-3:00PM

_____initial read

ADDITIONAL RESERVATION REQUIREMENTS:

Homeowner must review the Community Beach Policies and Rules & Regulations and submit an initialed copy along with a Beach Reservation Application to the beach reservationist.

Group use of the facilities for private or corporate events including: school or church functions, fundraisers, or any for-profit activities are not permitted due to the additional liability to the Association. Accordingly, the homeowner must be responsible for all costs of the reserved event, not a third party or third party entity. No vendors hired by the homeowner may charge guests for any food, services or products.

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.

Homeowners making a reservation for a beach party, especially with children present, are strongly encouraged to hire one of the many independent lifeguard companies available for private parties. There are many online that can be researched.

All events must end at dusk.

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

_____initial read

RULES & REGULATIONS

BEACH & FACILITIES

- Swim at your own risk – NO LIFEGUARDS ARE ON DUTY.
- No amplified music, including use of any AV or PA systems including boom boxes, docking stations, etc.
- Children under 12 must be accompanied by an adult companion to use the beach
- No Tiki Torches or fires except for the built-in barbeque
- No smoking
- No dogs
- Return all tables and benches to original locations (minimize moving tables)
- Close all umbrellas when you leave.
- For security and safety reasons, manually pull the gate shut when entering or 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 wholly 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
- Please be mindful that sound carries across the water. Parents please keep children’s noise level to a respectable and appropriate level

BOAT USAGE

- No Motorized Boats are permitted at Larry’s Beach
- Only non-motorized small watercraft/boards (“boats”) less than 15 feet long may be launched from Larry’s Beach on the opposite side of the beach from the designated swim area.
- All boats must be small and light enough that one or two people can completely pick up and carry into and out of the water.
- No boats are allowed in the designated swim area
- No boats are allowed to be docked to the swim platform
- No boats or boat trailers are allowed to be left on the sand for any period of time.
- No boats of any kind are allowed at North Star Beach

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, and close lids on the equipment.

_____initial read

VIOLATION OF BEACH RULES

- Depending on the severity of the violation, the homeowner may receive a warning or Notice of Violation. The Board may also decide to withhold a portion or the entirety of the Security Deposit, and/or to suspend beach privileges upon a hearing and an opportunity for the homeowner to be heard. Upon a Second Notice of Violation at a future event the homeowner will have their beach use privileges suspended until the board reviews and agrees to rescind the suspension. A fine may also be imposed in addition to forfeiture of the security deposit. Homeowner may request or be requested to appear before the board.

BEACH OPERATING HOURS

- 9:00 AM to dusk.

NO LIFEGUARDS ON DUTY

_____initial read

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 including start and ending time of function _____ E-Mail _____

Description of function and names of all vendors being hired for the event _____

Number of persons attending: Adults _____ Children _____

RESERVATIONS/FEEES: Reservations are always required for gatherings over 16 people. A non-refundable, but transferable reservation fee of \$75 is required as well as an additional refundable security deposit of \$150 for parties of 17 to 25 guests and \$300 for parties of 18 to 50 people. Reservation applications (subject to availability) are not confirmed until this reservation form and two (2) checks in the appropriate amounts are made payable to **"Dover Shores Homeowners Association"** have been delivered and received by the beach reservationist listed below. This reservation application and both 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 attached Dover Shores Homeowners Association Community Beach Policies, and Rules & Regulations as amended 2024 which are fully incorporated herein. I further certify the statements herein 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 Rules & Regulations and understand that failure to comply with any provision of Policies and Rules & Regulations may result in the immediate cancellation of the above listed event, denial of approval of future requests for reservations, suspension of beach privileges and a fine.
- 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 made payable to **Dover Shores Community Association** to the beach reservationist at:

BHE Management Corporation
P.O. Box 7736
Laguna Niguel, CA 92607
lparra@bhemanagement.com

FISHERMAN'S BEACH RULES

ADOPTED | MAY 2021

Fisherman's Beach located next door to the home at 1014 Polaris Drive is an Association beach that has been designated primarily for the storage and launching of small non-motorized watercraft. There is an annual storage fee of \$150.00 per unit for the use of these storage facilities. The fee is for the entire year and is non refundable and not pro-rated. The \$150.00 is due on or before January 1st. and is good from January 1st through December 31st. **Any boats/units not registered or delinquent over 60 days will be considered abandoned and shall be removed at owner's expense.**

Small, motorized boats may also be launched from Fisherman's Beach, but are not allowed to be stored at Fisherman's Beach. An annual fee of \$150 per unit will be charged for launching privileges. The fee is for the entire year and is non refundable and not pro-rated.

All boats using Fisherman's Beach, whether non-motorized or motorized, must be registered with the Dover Shores Property Manager at BHE Management Corporation either by calling BHE at (949) 363-1963 or by going to Dover Shores website at dovershoreshoa.org. From there, you will be directed to BHE's website. Scroll down BHE's website to "Association Documents" and click on the "Fisherman's Beach Boat Application".

The application for storage should be filled in completely with full description of the vessel including type of boat, color, make, model, serial numbers, CF numbers, any required current DMV registration and an electronic image file photo.

A separate new key will be issued for properly registered units at Fisherman's Beach, beginning January 2022. A \$250.00 refundable deposit will be charged for the key. If the Fisherman's Beach key is not returned when storage agreement or launching agreement is concluded or cancelled, the deposit will not be returned and will be used to re-key the lock. No duplication of any beach keys is allowed.

The maximum allowed size of any unit stored is 14' (except canoes) and must weight under 75 lbs. Only kayaks, canoes, sabots, and paddle boards can be stored in the storage racks and are limited to ten (10) units. In addition, there are three (3) numbered posts on the sand.

All vessels must be small and light enough that one or two people can completely pick up and carry into and out of the water. All units stored will be assigned a storage spot and an annual Dover Shores Registration Sticker to be affixed to the rear of the vessel after Management has received the \$150.00 annual fee.

All motorized boats registered for launching privileges at Fisherman's Beach will also receive a Registration Sticker to be affixed to the boat upon payment of the \$150 Annual Fee.

Storage at Fisherman's Beach is limited to one unit per homeowner. A second spot could be allowed if space is available and no other homeowner applied for storage.

Fisherman's Beach Rules, Continued
Page Two (2)

Stored vessel owners have the responsibility to clean and maintain their units on a quarterly basis. Any unattended unit will be considered a violation and removed without notification.

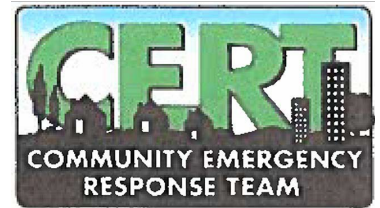
Vessels not stored in its designated space or blocking another member's access to their boats or tied to another vessel will be considered a violation and disposed of without notification.

Any violation of the above rules will result in losing your privilege of storing at Fisherman's Beach.

The Association assumes no liability for any lost or damaged vessels.

Dover Shores CERT

The Dover Shores Community Emergency Response Team or CERT is a committee of the Dover Shores Homeowners Association composed of volunteers trained to help out in an emergency such as a major earthquake or tsunami. We meet once a month at someone's house or at Larry's Beach to learn new skills and discuss how we can better prepare Dover Shores to deal with emergencies. We maintain a cache of supplies for first aid and search and rescue in lockers at Larry's Beach that includes a generator and a satellite Internet equipment so we can keep Dover Shores residents connected with loved ones and provide up-to-date information when normal services like power, telephone and cable television have failed.



All Dover Shores residents are welcome to join our team and participate in our meetings and drills. There's no commitment or special skills required; just show up when you have time. It's a great way to informally meet your neighbors and learn more about your community. To learn more, visit our web site at: dovershorescert.org.

Newport Beach CERT



Most of us have taken the award-winning CERT classes offered by the Newport Beach Fire Department. These classes teach hands-on skills like first aid, fire suppression, search and rescue, and more. Classes are taught by NBFD firefighters and for new residents of Newport Beach they are a great way to learn more about your city and meet the people that put their lives on the line to protect you day and night. Some graduates like the program enough to volunteer to help out at the city level where Newport Beach CERT acts as a community service organization to assist the Fire Department at events across the city. With additional training, some people volunteer to provide mutual aid to cities across Orange County.

Even if you don't have the time or inclination to participate in our Dover Shores team or at the city level, the **CERT classes are a great way to learn to protect yourself and your family during an emergency.** Classes are offered twice a year in blocks of four weeks in various tracks such as Tues-Thurs evenings, Thursday day classes and Saturday day classes. You sign up for one track but can attend any classes that meet your schedule. If you don't have time to complete a block of classes, you can finish up in a subsequent class session. To learn more and get the latest schedule, visit the program web site at: nbcert.org.

Neighborhood Watch

In addition to our emergency response role, Dover Shores CERT has volunteered to help prevent crime in our neighborhood through the Newport Beach Police Department's Neighborhood Watch program. We communicate among ourselves and the PD over potential crime activity in our area and help educate our neighbors. Our role is just to observe and report suspicious activity to the NBPD non-emergency number (949) 644-3717. The NBPD uses the web site, nixe.com, to report crimes that occur in our area. You register on the site and can elect to receive emails or text messages when crimes occur near where we live.

Call Jim Gula at 949-375-2153 or email jlgula@papugh.com for more information.

Be a survivor, not a victim

**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 detracting 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:

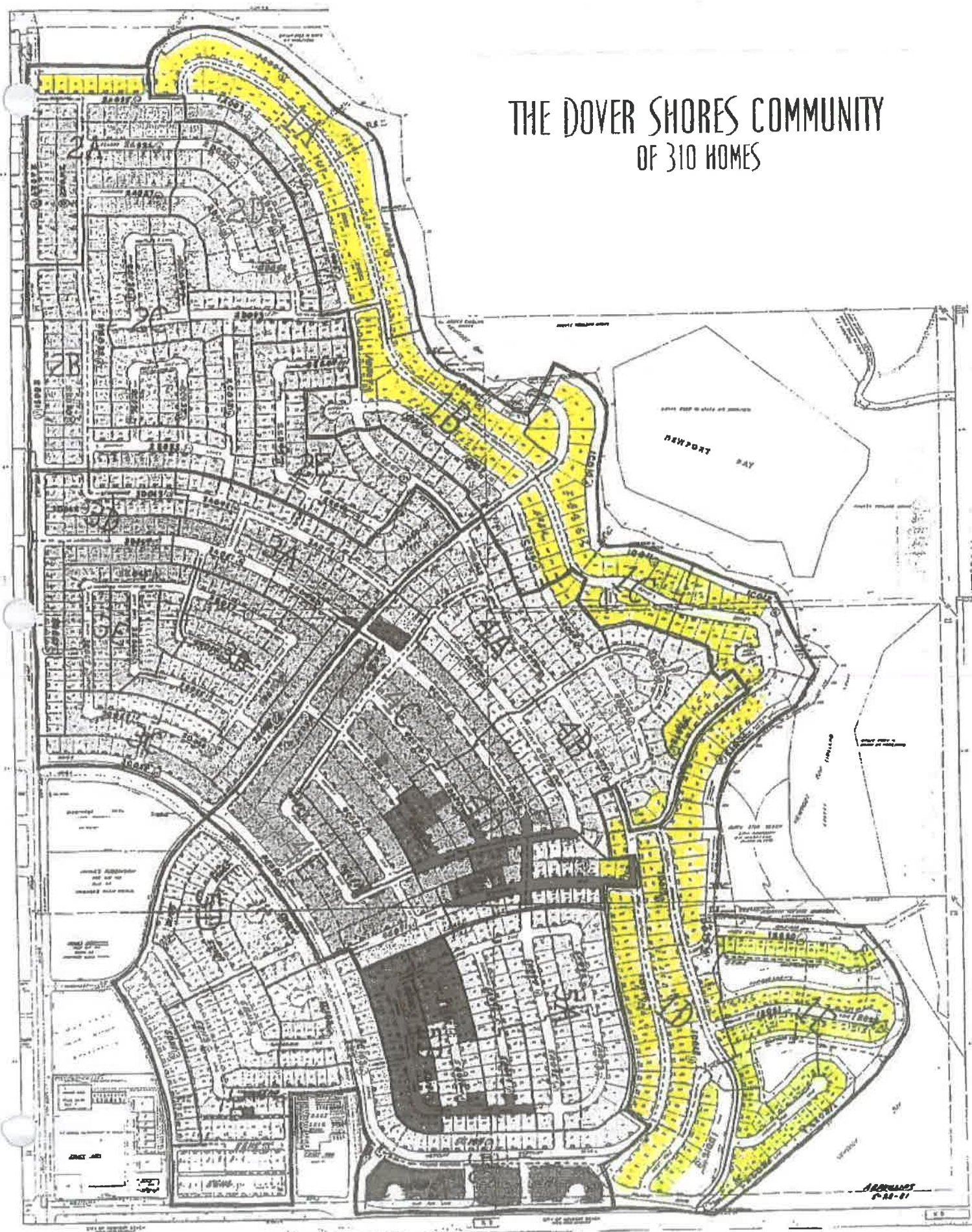
1. Plans for the fencing must be approved in advance by the Landscape Committee.
2. Landscape maintenance on the bank within the enclosed area shall be the responsibility of the Homeowner.
3. Additional irrigation requirements as a result of landscaping modifications within the enclosed area by the Homeowner 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 greenbelts.

Dover Shores Community Association | 2025 Board of Directors

PRESIDENT:	Tim Hawke <u>thawke@stratarealty.com</u>
VICE PRESIDENT:	Sherry Bilbeisi <u>sherrybilbeisi@gmail.com</u>
TREASURER:	Jim Gula <u>jlgula@papugh.com</u>
SECRETARY:	Ross Nelson <u>rnelson@marshallreddick.com</u>
MEMBER AT LARGE:	Rob Brauchli
MEMBER AT LARGE:	Ronnie Weinstein <u>ronnieweinstein@comcast.net</u>
MEMBER AT LARGE:	Gwen Feiner <u>ofconcepts@aol.com</u>
MEMBER AT LARGE:	Anne Yahn <u>designamnewport@yahoo.com</u>
MEMBER AT LARGE:	Emily Leach <u>Leach.emilym@gmail.com</u>

THE DOVER SHORES COMMUNITY OF 310 HOMES



DOVER SHORES COMMUNITY ASSOCIATION

ELECTION RULES AND PROCEDURES

1. **Application of Rules:** These rules shall apply to any meeting of the membership or solicitation of membership approval by a ballot vote (i) regarding matters specified in California Civil Code Section 5100(a), and (ii) any other matter unless the Association's Board of Directors has elected to conduct such vote or solicit such Member approval for such other matter in accordance with California Corporations Code Section 7513, in which case the provisions of (A) Corporations Code Section 7513, (B) the Association's Bylaws, and (C) other applicable provisions of the California Corporations Code will apply to the exclusion of these Election Rules and Procedures. The Election Rules contained herein are intended to be in compliance with Civil Code Section 5100 et seq., and should be interpreted as such.
2. **Membership Voting:** Pursuant to the Association's governing documents, the Association has only one class of membership. Every person or entity who is a record Owner of a fee or undivided interest in any Lot which is subject by covenants of record shall be a Member. Members shall be entitled to one (1) vote for each Lot in which they hold the interest required for membership. When more than one (1) person holds such interest or interests in any Lot, all such persons shall be Members and the vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any such Lot except that each membership in good standing shall be entitled to one(1) vote for each vacancy.
3. **Record Dates:** In the absence of a specific resolution of the Board for any given election, the record date for determining the right of a Member to receive notice and to vote shall be the date that ballots are distributed, and shall include all separate interests reflected in the Association membership list as of such record date. Members may verify and update their individual information contained in the Association's records anytime up to the date ballots are distributed, and are encouraged to review their personal information by the deadline set for submitting nominations of candidates to ensure Members review their personal information at least thirty (30) days before the ballots are mailed. The voter list shall include for each separate interest: (1) name; (2) voting power; (3) the separate interest address, parcel number or both; and (4) the mailing address, if different. The voting period shall start when ballots are distributed and shall close when the ballots are counted. The polls shall close for any Member vote as specified in the ballot materials or as determined by the Inspector(s) of Election at any Member meeting.
4. **Candidate Qualifications:** All corporate powers shall be exercised by or under authority of, and the business and affairs of the Association shall be controlled by the Board of Directors. The Board of Directors shall consist of nine (9) Directors. The term of office for each Director shall be three (3) years.

Subject to Civil Code §5105, all Candidates for the Board must meet the following qualifications:

- a. The Candidate must be an Owner. If title to a separate interest is held by a legal entity, such entity may appoint a natural person to serve or vote on such entity's behalf by delivering evidence of an appropriate written appointment to the Association.

Adopted 5-19 _____, 2020__

- b. The Candidate must be current in the payment of all regular and special assessments unless such Candidate has been offered and is engaged in internal dispute resolution pursuant to Civil Code section 5900, et seq. For the purposes of these election rules, “current” means no regular or special assessment is past due by more than thirty (30) days;
 - c. The Candidate may not hold a joint ownership interest in the same separate interest as any other Candidate or incumbent Director; and
 - d. The Candidate is not eligible to run if the Association is aware or becomes aware of a past criminal conviction that would, if the Candidate were elected, either prevent the Association from purchasing the fidelity bond coverage required by Civil Code §5806 or terminate the Association’s existing fidelity bond coverage.
- 5. **Director Requirements:** To remain qualified to serve on the Board of Directors, an Owner who has been elected to the Board of Directors must:
 - a. Be an Owner at all times. Any Director who ceases to be an Owner is deemed to have resigned from the Board; and
 - b. Be current in the payment of all regular and special assessments.
- 6. **Nominations:** Nomination for election to the Board may be made from any qualified Member. Any Member may nominate themselves as a candidate. Every qualified Member returning a candidacy form by the deadline established in any candidate solicitation shall be included on the ballot and in any associated ballot materials. Nominations from the floor of an annual meeting and write-in Candidates are permitted, provided that such Candidate gives his or her consent in writing to be nominated or is present at the meeting to accept a nomination.
- 7. **Solicitation Materials:** Every Candidate and Member shall have equal access to the Association mailings, newsletters, and website during a campaign, if any such access is provided, for the publication of viewpoints reasonably related to any issue presented for membership vote.
 - a. **Content:** The Association does not edit or redact any content provided by a Candidate or Member. The Candidate or Member creating such content, and not the Association, is responsible for any published statement.
 - b. **Limitation on Publication Space Made Available:** So long as each Candidate and/or Member is provided the same opportunities for publication, the Association may restrict the availability of any publication by limiting the printing space made available or the number of words that will be included from each Candidate or Member included in the publication. In the absence of any other limitations adopted by the Board for any particular matter, each Candidate and/or Member shall be limited to no more than 200 words for any one publication. The Board may, in its sole discretion, present a candidacy questionnaire with questions for all interested Candidates and/or Members to complete. If such a questionnaire is provided, then the Association will only print the answers to such

questions and may impose a limitation upon the number of words for the response to any question presented.

8. **Availability of Meeting Space:** Access to common area meeting space shall be made equally available, at no cost, to all Candidates and/or Members desiring to use such space for any reason reasonably related to a membership vote. The Association may meet the requirements of this section by hosting a “Meet the Candidates Night”, or other such special meeting, so long as every Candidate and/or Member is provided with an equal opportunity to participate in the event.
9. **Ballot Distribution:** A ballot shall be distributed to every Member reflected in the Association membership list on the date that ballots are distributed. Replacement ballots will be provided upon request by the Inspector(s) of Election to anyone who was a Member as of the date when ballots were distributed. The Association shall not deny a ballot to a person with general power of attorney for a Member. A ballot submitted by a person with general power of attorney for a Member, if valid and returned by the applicable deadline, shall be counted by the Association. At least thirty (30) days prior to any election, the Inspector(s) of Election shall deliver or cause to be delivered: (1) a ballot to each Member reflected on the voting list; and (2) a copy of these election rules. Delivery of these election rules may be accomplished by posting them on an internet website and including on the ballot the corresponding internet website address together with, in at least 12 point font, the phrase: “The rules governing this election may be found here:”.
10. **Secret Ballots:** For any item legally requiring a secret ballot vote of the membership or for any other item for which the Association’s Board of Directors chooses to use secret ballot voting, the following additional ballot requirements shall apply:
 - a. The Association will provide two preaddressed envelopes with instructions on how to return the ballot. The ballot will be placed in the inner envelope, which contains no identifying information and sealed. The inner envelope will be placed in the second “outer” envelope, which contains identifying information and sealed.
 - b. On the outer envelope, in the upper left-hand corner, the Member shall sign the Member’s name, indicate the Member’s name, and indicate the address or separate interest identifier that entitles the Member to vote. The outer envelope is addressed to the Inspector(s) of Election.
 - c. The envelope may be either mailed or delivered by hand to the location specified by the Inspector(s) of Election. The Member may request a receipt for delivery.
 - d. To preserve confidentiality, a Member may not be identified by name, address, or lot, parcel or unit number on the ballot. Ballots should not be signed.
11. **Proxies:** Every Member entitled to vote or execute consents shall have the right to do so either in person or by another Member authorized by a written proxy executed by such Member or his/her duly authorized agent and filed with the Secretary of the Association or the Inspector(s) of Election; provided that no such proxy shall be valid after the expiration of eleven (11) months from the date of its execution, unless the Member executing it specified therein the length of time for which such

proxy is to continue in force, which in no case shall exceed three (3) years from the date of its execution.

- 12. Inspector(s) of Election:** Prior to the presentation of any issue to the Members for a membership vote, the Board may appoint one (1) or three (3) Inspector(s) of Election. In the absence of a specific appointment by the Board, or in the event that an appointed Inspector is unable or unwilling to serve, then the Members in attendance at any duly held meeting of the Members at which a quorum is present may elect an Inspector or Inspectors to serve.

Any Inspector(s) of Election must be an independent third party. An independent third party may not be a person, business entity, or subdivision of a business entity who is currently employed or under contract to the Association for any compensable services other than serving as an Inspector(s) of Election. An Inspector may not be: (1) a Director; (2) a Candidate; (3) a Director's relations; or (4) a Candidate's relations.

The Inspector(s) of Election may appoint and oversee additional persons to verify signatures and to count and tabulate votes as the Inspector(s) of Election deem appropriate, provided that the additional persons satisfy the eligibility requirements for service as an Inspector of Election.

In the absence of a more specific determination by the Inspector(s) of Election, the Association's management company shall prepare and retain the association election materials (i.e., the candidate registration list, voter list, ballots, signed voter envelopes, and any proxies) for a period of three (3) years following any election.

Inspector(s) of Election shall perform all duties impartially, in good faith, to the best of their ability, as expeditiously as practical, and in a manner that protects the interest of all Members of the Association.

- 13. Meeting Conduct:** Any counting of ballots shall be done at an open meeting of the membership or the Board of Directors. Any Candidate or Member may observe the count, but shall stand at least five feet away from the Inspector(s) of Election. No person may harass, cajole or otherwise interfere with the Inspector(s) of Election while the count is taking place. Persons not specifically authorized to do so may not touch any secret ballot or other election materials. All ballots will be made available for inspection by any Candidate or Member during regular business hours at the Association's management office once the meeting is concluded. Any person violating this section may be asked by the Inspector(s) of Election or the meeting chair to leave the meeting to prevent further disruption.

"If this document contains any restriction based on race, color, religion, sex, gender, gender identity, gender expression, sexual orientation, familial status, marital status, victim of abuse status, disability, veteran or military status, genetic information, national origin, source of income as defined in subdivision (p) of Section 12955, or ancestry, that restriction violates state and federal fair housing laws and is void, and may be removed pursuant to Section 12956.2 of the Government Code. Lawful restrictions under state and federal law on the age of occupants in senior housing or housing for older persons shall not be construed as restrictions based on familial status."

RECORDING *all Co ties*
REQUESTED BY *A.S.*

88-209175

RECORDED IN OFFICIAL RECORDS
OF ORANGE COUNTY, CALIFORNIA

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

-2 45 PM MAY - 5 '88

VILLAGEWAY MANAGEMENT, INC.
POST OFFICE BOX 4708
IRVINE, CA 92716

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Lee A. Branch COUNTY
RECORDER

RESTATEMENT AND AMENDMENT OF DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS,
TRACT NO. 4224, ORANGE COUNTY, CALIFORNIA

This Restatement and Amendment of Covenants, Conditions and Restrictions, Tract No. 4224, Orange County, California, is executed this 14th day of April, 1988, by Dover Shores Community Association, a California non-profit corporation, as Owner or Authorized Agent of the owners of Lot Nos. 1-311 and all other lots and parcels of Tract No. 4224.

Recitals

A. The Irvine Company executed the Declaration of Covenants, Conditions and Restrictions for Tract No. 4224, Orange County, California, (CC&R's) on February 15, 1971. The CC&R's were recorded on February 25, 1971, as Instrument No. 15298, in Book 9554, Pages 484, et seq. of Official Records of Orange County, California.

B. Article X, Section 5 of the CC&R's provides that the CC&R's may be amended only by the affirmative assent or vote of not less than seventy-five percent (75%) of the owners of property covered by the CC&R's. The signatures of the President and Secretary of Dover Shores Community Association, a California non-profit corporation, hereto constitute certification that this Restatement and Amendment of Declaration of Covenants,

Conditions and Restrictions, Tract No. 4224, Orange County, California received the affirmative assent or vote of not less than seventy-five percent (75%) of the owners pursuant to Article X, Section 5, of the CC&R's.

C. Dover Shores Community Association hereby declares that the CC&R's are amended and modified by the within Restatement and Amendment such that the within Restatement and Amendment will maintain the same lien priority date as the originally recorded CC&R's which are still in effect to the extent not amended herein.

WITNESSETH:

WHEREAS, Declarant is the Owner or agent of the Owners of the real property in the City of Newport Beach, County of Orange, State of California, described as:

Lots 1 through 70 inclusive, and Lots 76 through 311 inclusive, of Tract No. 4224, as per map recorded on February 16, 1962, in Book 157, pages 1 to 14 inclusive of Miscellaneous Maps, in the office of the Recorder of Orange County, State of California;

Lots A, B, D, X, and Y of Tract No. 4224, as per map recorded in Book 157, pages 1 to 14 inclusive of Miscellaneous Maps, records of Orange County, California; and

Parcels A, B, C, and D of Parcel Map recorded November 18, 1968 in Book 18, page 27 of Parcels Maps, Orange County, California (said parcels being the Result of a resubdivision of Lots 71 through 75 inclusive of said Tract No. 4224).

WHEREAS, Declarant has deemed it desirable to revise the established covenants, conditions and restrictions upon said real property and each and every lot and portion thereof and upon the use, occupancy and enjoyment thereof, all for the purpose of enhancing and protecting the value, desirability and attractiveness of said tract; and

WHEREAS, The Irvine Company, a West Virginia corporation, the original Declarant, deemed it desirable for the efficient preservation of the value, desirability and attractiveness of said tract to create a corporation to which should be delegated and assigned the powers of maintaining and administering the common area and administering and enforcing these covenants, conditions and restrictions and collecting and disbursing funds pursuant to the assessment and charges hereinafter created and referred to; and

WHEREAS, DOVER SHORES COMMUNITY ASSOCIATION, a nonprofit corporation, has been incorporated under the laws of the State of California for the purpose of exercising the powers and functions aforesaid;

NOW, THEREFORE, Declarant hereby covenants, agrees and declares that all of said lots and property described above shall be sold and conveyed subject to the following covenants, conditions, and restrictions and easements which are hereby declared to be for the benefit of all of the property described herein so sold and conveyed (hereinafter "said real property") and the owners thereof, their successors and assigns. These covenants, conditions, restrictions and easements shall run with said real property and shall be binding on all parties having or acquiring any right, title or interest in the

described real property or any part thereof and shall inure to the benefit of each owner thereof and are imposed upon said real property and every part thereof as a servitude in favor of each and every parcel thereof as the dominant tenement or tenements.

ARTICLE I

DEFINITIONS

The following terms used in these covenants, conditions and restrictions shall be applicable to this declaration and are defined as follows:

Section 1. "Association" shall mean and refer to DOVER SHORES COMMUNITY ASSOCIATION, a non-profit corporation, incorporated under the laws of the State of California, its successors and assigns.

Section 2. "Property" and "lots" shall mean and refer to Lots 1 through 70 inclusive and Lots 76 through 311 inclusive of Tract No. 4224 as per map recorded in Book 157, pages 1 to 14 inclusive of Miscellaneous Maps, records of Orange County, California; Lots A, B, D, X and Y of said Tract No. 4224; and Parcels A, B, C and D of Parcel Map recorded in Book 18, page 27 of Parcel Maps, Orange County, California (said parcels being the result of a resubdivision of Lots 71 through 75 inclusive of said Tract No. 4224).

Section 3. "Common area" and "common facilities" shall mean all real and personal property owned, leased or controlled by the Association for the common use and enjoyment of the members of the Association.

Section 4. "Lot" shall mean and refer to a recorded lot within the existing property or any other properties annexed pursuant to this declaration, upon which there has been or will be constructed a single family residence, but shall not mean or include any common area lot nor public streets and alleys.

Section 5. "Member" shall mean and refer to every person or entity who holds membership in the Association.

Section 6. "Owner" shall mean and refer to the record owner other than Declarant, whether one or more persons or entities, of a fee simple title to or leasehold estate in any lot which is a part of the properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 7. "Declarant" shall mean and refer to the Dover Shores Community Association.

Section 8. "Deed of Trust" shall mean the conveyance of any lot or other portion of the property to secure the performance of an obligation.

Section 9. "Conveyance" shall mean and refer to conveyance of a fee simple or leasehold title to any lot.

Section 10. "Architectural Committee" shall mean and refer to each of the committees provided for in the Articles hereof entitled "Landscape Control And Maintenance."

Section 11. "Articles" and "Bylaws" shall mean and refer to the Articles of Incorporation and Bylaws of the Association as the same may from time to time be duly amended.

Section 12. "Regular Assessment" shall mean a charge against each Owner representing a portion of the Common Expenses which are to be paid by each Owner to the Association in the manner and proportions provided herein.

Section 13. "Capital Improvement Assessment" shall mean a charge against each Owner, representing a portion of the cost to the Association for installation or construction of any capital improvements on any of the Common area and facilities which the Association may construct.

Section 14. "Association Rules" shall mean rules adopted by the Association pursuant to the Article hereof entitled "Duties and Power of the Association".

Section 15. "Board" shall mean the Board of Directors of the Association.

Section 16. "City" shall mean and refer to the City of Newport Beach, California.

Section 17. "Common Expenses" shall mean and refer to the actual and estimated costs of:

(a) maintenance, management, operation, repair and replacement of the common areas and the Community Facilities, and all other areas which are

maintained by the Association;

(b) unpaid Special, Reconstruction and Capital Improvement Assessments;

(c) costs of management and administration of the Association, including but not limited to, compensation paid by the Association to managers, accountants, attorneys and employees;

(d) the costs of utilities, gardening and other services benefiting the Owners and their Lots to the extent such gardening and other services are paid for by the Association;

(e) the costs of fire, casualty, liability, workers' compensation and other insurance covering the Common Facilities;

(f) the costs of any other insurance obtained by the Association;

(g) reasonable reserves as deemed appropriate by the Board;

(h) the costs of bonding of the members of the Board, any professional managing agent or any other person handling the funds of the Association;

(i) taxes paid by the Association.

(j) amounts paid by the Association for discharge of any lien or encumbrance levied against the Common Facilities or portions thereof;

(k) costs incurred by appointed committees of the Association; and

(l) the costs of any other item or items designated by, or in accordance with other expenses incurred by the Association for any reason whatsoever in connection with the Common Facilities, this Declaration, the Articles or the Bylaws or in furtherance of purposes of the Association or in the discharge of any obligations imposed on the Association by this Declaration.

Section 18. "Reconstruction Assessment" shall mean a charge against each particular owner, representing a portion of the cost to the Association for reconstruction or restoration of any capital improvements.

Section 19. "Special Assessment" shall mean a charge against a particular Owner directly attributable to, or reimbursable by, the Owner, equal to the cost incurred by the Association for corrective action performed pursuant to the provisions of this Declaration, or a reasonable fine or penalty assessed by the Board, plus interest and other charges on such Special Assessments as provided for in this Declaration. Special Assessments shall include any late payments, penalties, interest charges or costs (including attorneys' fees) incurred by the Association in the collection of Regular, Special, Capital Improvement and Reconstruction Assessments.

Section 20. "Declaration" shall mean the Restated Declaration of Covenants, Conditions and Restrictions.

ARTICLE II

88-209175

MEMBERSHIP

Section 1. Membership. Every person or entity who is a record owner of a fee or undivided fee interest in (other than Declarant), or is the lessee of any lot which is subject by covenants of record or by lease to assessment by the Association, shall be a member of the Association. The terms and provisions set forth in this Declaration, which are binding upon all owners of all lots and all members in the Association, are not exclusive, as the member shall, in addition, be subject to the terms and provisions of the Articles of Incorporation and the Bylaws of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from the fee ownership or lease of any lot which is subject to assessment by the Association. Ownership or lease of such lot shall be the sole qualification for membership.

Section 2. Transfer. The membership held by any owner or lessee of a lot shall not be transferred, pledged or alienated in any way, except upon the sale or encumbrance of such lot or lease, and then only to the purchaser or deed of trust holder of such lot or lease. Any attempt to make a prohibited transfer is void, and will not be reflected upon the books and records of the Association. In the event the owner of any lot or lease should fail or refuse to transfer the membership registered in his name to the purchaser of such lot or lease, the Association shall have the right to record the transfer upon the books of the Association.

Section 3. Voting Rights. The Association shall have only one class of membership. Members shall be entitled to one vote for each lot in which they hold the interest required for membership. When more than one person holds such interest or interests in any lot, all such persons shall be members and the vote for such lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any such lot. Said voting rights shall be subject to the restrictions and limitations provided hereinafter and in the Articles and Bylaws of the Association.

ARTICLE III

PROPERTY RIGHTS IN THE COMMON AREAS

Section 1. Members Easements of Enjoyment. Every member shall have a right and easement of enjoyment in and to the common area, and such easement shall be appurtenant to and shall pass with the title to every assessed lot, subject to the following provisions:

- (a) The right of the Association to limit the number of guests of members.
- (b) The right of the Association to establish uniform rules and regulations pertaining to the use of the common area and the recreational facilities thereof.
- (c) The right of the Association, in accordance with its Articles and

Bylaws, to borrow money for the purpose of improving the common area and facilities and in aid thereof, to mortgage said property, provided that the rights of such mortgages shall be subordinated to the rights of the members.

(d) The right of the Association to suspend the voting rights and right to use of the recreational facilities by a member for any period during which any assessment against his lot remains unpaid and delinquent; and for a period not to exceed thirty (30) days for any single infraction of the rules and regulations of the Association, provided that any suspension of such voting rights or right to use the recreational facilities, except for failure to pay assessments, shall be made only by the Association or a duly appointed committee thereof, after notice and hearing given and held in accordance with the Bylaws of the Association. Any member whose voting rights or right to use of the recreational facilities has been suspended, shall be provided written notice of such suspension or privileges.

Section 2. Delegation of Use. Any member may delegate, in accordance with the Bylaws, his right of enjoyment to the common area and facilities to the members of his family, his tenants or contract purchasers who reside on the property.

Section 3. Waiver of Use. No member may exempt himself from personal liability for assessments duly levied by the Association, nor release the lot owned by him from the liens and charges hereof, by waiver of the use and enjoyment of the common area and the facilities thereon or the abandonment of his lot.

Section 4. Title to the Common Area. The Declarant hereby covenants for itself, its successors and assigns, that it will continue to hold fee simple title to the common areas in the existing property of the Association, free and clear of all encumbrances and liens, except current real property taxes, all other covenants, conditions, restrictions, reservations, rights, rights of way and easements then of record, including those set forth in this Declaration.

ARTICLE IV

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. Each owner of any lot in Tract No. 4224 which is subject to this Declaration, by acceptance of a deed or lease therefore, whether or not it shall be so expressed in any deed or other conveyance, is deemed to covenant and agree to pay to the Association: (1) regular assessments or charges, (2) special assessments, (3) capital improvement assessments, and (4) reconstruction assessments, such assessments to be fixed, established and collected from time to time as hereinafter provided. The regular, special, reconstruction and capital improvement assessments, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall be charged on the land and shall be a continuing lien upon the lot against which each such assessment is made. Each such assessment, together with such interest, costs and reasonable attorney's fees, shall also be the personal obligation of the person who was the owner of such property at the time when the assessment fell

due. The personal obligation shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessment. The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the members of the Association and, in particular, for the improvement and maintenance of the properties, services and facilities devoted to this purpose, and related to the use and enjoyment of the common area.

Section 3. Regular Assessments. The amount and time of payment of regular assessments shall be determined by the Board of Directors of the Association pursuant to the Articles of Incorporation and Bylaws of said Association after giving due consideration to the current maintenance costs and future needs of the Association. Written notice of the amount of an assessment, regular or special, shall be sent to every owner, and the due date for the payment of same shall be set forth in said notice.

Section 4. Capital Improvement and Reconstruction Assessments. In addition to the regular assessments, the Association may levy in any calendar year, a special assessment applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvement upon the common area, including the necessary fixtures and personal property related thereto, provided that any such assessment shall have the assent of a majority of the votes of the members who are voting in person or by proxy at a meeting

duly called for this purpose, written notice of which shall be sent to all members not less than ten (10) days in advance of the meeting, setting forth the purpose of the meeting.

Section 5. Rate of Assessment. Both regular and special assessments shall be fixed at a uniform rate for all lots with the exception of dredging and landscaping assessments. These two items shall be assessed in the following manner:

Dredging assessment shall be shared. The 73 waterfront homeowners (Lots 101 to 117, inclusive; Lots 119 to 148, inclusive; Lots 152 to 155, inclusive; Lots 159 to 180, inclusive) shall be assessed an equal share of 75% of the total dredging assessment. The 237 other homeowners shall be assessed an equal share of 25% of the total assessment.

Landscape assessment shall be shared. Each of the 73 waterfront homeowners (Lots 101 to 117, inclusive; Lots 119 to 148, inclusive; Lots 152 to 155, inclusive; Lots 159 to 180, inclusive) shall be assessed 25% less than each of the 237 other homeowners.

These assessments may be collected on a "monthly basis."

Section 6. Certificate of Payment. The Association shall, upon demand, furnish to any owner liable for said assessment, a certificate in writing signed by an officer of the Association, setting forth whether the regular and special assessments on a specified lot have been paid, and the amount of the

delinquency, if any. A reasonable charge may be made by the Board for the issuance of these certificates. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Section 7. Exempt Property. The following property subject to this Declaration shall be exempt from the assessments created herein: (a) All properties dedicated to and accepted by a local public authority; and (b) the common area. However, no land or improvements devoted to dwelling use shall be exempt from said assessments.

Section 8. Assessments of Lots X and Y. Notwithstanding the foregoing provisions of Section 5 relating to the rate of assessment, any and all real property taxes and assessments levied upon Lots X and Y of Tract No. 4224 which the Association is obligated to pay shall be assessed to and paid by the owners of the following lots in Tract No. 4224-Lots 101 to 117, inclusive; Lots 119 to 148 inclusive; Lots 152 to 155 inclusive; Lots 159 to 180, inclusive, at the rate of .018 percent for each lineal foot of each of said lots which adjoins public or private waters adjacent to said tract. The amount of such taxes and assessments chargeable to each of said lots shall be paid in addition to all other dues and assessments of the Association payable by the owners of said lots.

Section 9. Special Assessments for Reimbursement of Association Expenses with Compliance Problems. Special Assessments may be levied against and collected from a particular Owner to reimburse the Association for certain costs and expenses that have been incurred by the Association with respect to bringing

the Owner into compliance with the terms of this Declaration.

ARTICLE V

NON-PAYMENT OF ASSESSMENTS

Section 1. Delinquency. Any assessment provided for in this Declaration, which is not paid when due, shall be delinquent on such date as determined by the Board of Directors. If any such assessment and late charge is not paid within thirty (30) days after the delinquency date, the assessment shall bear interest from the date of delinquency up to the maximum rate provided by law, and the Association may, at its option, bring an action at law against the owner personally obligated to pay the same, or upon compliance with the notice provisions set forth in Section 2 hereof, to foreclose the lien (provided for in Section 1 of Article IV hereof) against the lot, and there shall be added to the amount of such assessment the late charge, the costs of preparing and filing the complaint in such action, and in the event a judgment is obtained, such judgment shall include said interest and a reasonable attorney's fee, together with the costs of action. Each owner vests in the Association or its assigns, the right and power to bring all actions at law or lien foreclosure against such owner or other owners for the collection of such delinquent assessments.

Section 2. Notice of Lien. No action shall be brought to fore-
close said assessment lien or to proceed under the power of sale herein
provided less than thirty (30) days after the date a notice of claim of lien
is deposited in the United States mail, certified or registered, postage

prepaid, to the owner of said lot, and a copy thereof is recorded by the Association in the office of the County Recorder in which the properties are located; said notice of claim must recite a good and sufficient legal description of any such lot, the record owner or reputed owner thereof, the amount claimed (which shall include the late charge and interest on the unpaid assessment up to the maximum provided by law, plus reasonable attorney's fees and expenses or collection in connection with the debt secured by said lien), and the name and address of the claimant.

Section 3. Foreclosure Sale. Any such sale provided for above is to be conducted in accordance with the provisions of Sections 2924, 2924b and 2924c of the Civil Code of the State of California, applicable to the exercise of powers of sale in mortgages and deeds of trust, or in any other manner permitted or provided by law. The Association, through its duly authorized agents, shall have the power to bid on the lot at foreclosure sale, and to acquire and hold, lease, mortgage and convey the same.

Section 4. Curing of Default. Upon the timely curing of any default for which a notice of claim of lien was filed by the Association, the officers of the Association are hereby authorized to file or record, as the case may be, an appropriate release of such notice, upon payment by the defaulting owner of a reasonable fee, to be determined by the Association, to cover the costs of preparing and filing or recording such release, together with the payment of such other costs, interest or fees as shall have been incurred.

Section 5. Cumulative Remedies. The assessment lien and the rights to

foreclosure and sale thereunder, shall be in addition to, and not in substitution for, all other rights and remedies which the Association and its assigns may have hereunder and by law, including a suit to recover a money judgment for unpaid assessments, as above provided.

Section 6. Subordination of Assessment Liens. If any lot subject to a monetary lien created by any provision hereof shall be subject to the lien of a deed of trust: (1) the foreclosure of any lien created by anything set forth in this Declaration shall not operate to affect or impair the lien of such deed of trust; and (2) the foreclosure of the lien of deed of trust or the acceptance of a deed in lieu of foreclosure of the deed of trust, shall not operate to affect or impair the lien hereof, except that the lien hereof for said charges as shall have accrued up to the foreclosure or the acceptance of the deed in lieu of foreclosure shall be subordinate to the lien of the deed of trust, with the foreclosure-purchaser or deed-in-lieu-grantee taking title free of the lien hereof for all said charges that have accrued up to the time of the foreclosure or deed given in lieu of foreclosure, but subject to the lien hereof for all said charges that shall accrue subsequent to the foreclosure or deed given in lieu of foreclosure.

Section 7. No Offsets. No offsets for any reason shall be allowed against the full payment of any assessment levied pursuant to this Declaration, including, without limitation, a claim that the Association is not properly exercising its duties or maintenance or enforcement.

Section 8. Reserves. The regular Assessments shall include reasonable

amounts as determined by the Board collected as reserves for the future periodic maintenance, repair or replacement of all or a portion of the Common Area Facilities. All amounts collected as reserves, whether pursuant to the proceeding sentences or this Section or otherwise, shall be deposited by the Board in a separate bank account to be held in trust for the purposes for which they are collected, and are to be segregated from and not co-mingled with any other funds of the Association.

ARTICLE VI

ARCHITECTURAL, LANDSCAPE CONTROL AND Maintenance

Section 1. Architectural Approval. No building, fence, wall or other structure shall be commenced, erected or maintained upon the properties, nor shall any exterior addition to or change or alteration therein, including patio covers and antennas, be made until the plans and specifications showing the nature, kind, shape, height, materials and location of the same shall have been submitted to and approved in writing by the Architectural Committee provided for in Section 3 hereof. Said plans and specifications shall be prepared and shall include where appropriate the following:

(a) Plot plans, showing the location of all structures and showing grade elevations and drainage;

(b) Building plans, including floor, foundation and roof plans, including externally installed equipment;

(c) Exterior elevations and surfaces and sections, structural design and salient exterior details.

All such plans and specifications shall be submitted in writing over the signature of the Owner of the property or such Owner's authorized agent in duplicate. Approval shall be based, among other things, on adequacy of site dimensions, adequacy of structural design and material; conformity and harmony of external design with neighboring property, improvements, landscaping, operations and uses, relation of topography, grade and finished ground elevation of the property being improved to that or neighboring property; proper facing of main elevations with respect to nearby streets; preservation of view and aesthetic beauty with respect to fences, walls and landscaping, assurance of adequate access to the Association in connection with the performance of its duties and the exercise of its powers hereunder; conformity with such rules and regulations as may be adopted by the Architectural Committee in accordance with this Article; and conformity of the plans and specifications to the purpose and general plan and intent of this Declaration.

Section 2. Landscaping Approval. No tree or plant shall exceed fourteen (14) feet 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 impedes or detracts from the view of any lot.

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

Landscaping Standards of the Association only with respect to purchasers and encumbrances in good faith and for value.

(c) All plans must be submitted to the Association's appointed Licensed Architect for review and approval, after which they will be signed off by a member of the Architectural Control Committee subsequent to site inspection.

(d) The obtaining of a City Building Permit does not release applicant from processing plans and obtaining approval from the Association's Architectural Control System.

(e) No building structures, garage or storage structures 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 slope, (not to exceed 12 feet horizontally; without consent of the Architectural committee.

(f) 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.

(g) The Architectural Committee shall have the right to make periodic inspections of the construction project for the purpose of determining if the work conforms to the approved plans and specifications. The Owner upon notice shall provide reasonable access to the project for such inspections.

(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.

Where single story construction is required, the maximum roof height (measured to the ridge line of a conventional roof) is fourteen (14) feet above the building pad. Where two story construction is permitted, the maximum roof height (measured to the ridge line of a conventional roof) is twenty-five (25) feet above the building pad. Lot 81, which is a single story lot shall be limited to a roof height of sixteen (16) feet as measured from the building pad to the ridge line.

ARTICLE VII

DUTIES AND POWERS OF THE ASSOCIATION AND OWNERS

Section 1. Repair and Maintenance by Association. Without limiting the generality of the statement of duties and powers contained in this Declaration, the Association shall have the duty to accomplish the following upon the Lots, Common Facilities or other land in such manner and at such times as the Board shall prescribe:

(a) Own, maintain and otherwise manage all of the Common Areas and all facilities, improvements and landscaping thereon, and all other property acquired by the Association.

(b) Pay any real and personal property taxes and other charges assessed against the common areas.

(c) Have the authority to obtain, for the benefit of all of the common

areas, all water, gas and electric services and refuse collection.

(d) Grant easements where necessary for utilities and sewer facilities over the common areas to serve the common areas and the lots.

(e) Maintain such policy or policies of insurance as the Board of Directors of the Association deem necessary or desirable in furthering the purposes of and protecting the interest of the Association and its members.

(f) Have the authority to employ a manager or other persons and to contract with independent contractors or managing agents to perform all or any part of the duties and responsibilities of the Association. Such persons or entities shall have professional experience in the management of homeowner associations to perform all or any part of the duties and responsibilities of the Association, provided that any contract with a person or firm appointed as a manager or managing agent should not exceed a period of one year.

(g) Have the power to establish and maintain a working capital and contingency fund in an amount to be determined by the Board of Directors of the Association.

(h) Have the duty 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 the landscaping on such slopes.

(i) Enforce the provisions of this Declaration, the Articles and the Bylaws

by appropriate means and carry out the obligations of the Association thereunder, including without limitation, the expenditure of funds of the Association, the employment of legal counsel, the commencement of actions, the promulgation of the Association Rules as provided herein and in the Bylaws, which shall include the establishment of a system of fines or penalties enforceable as Special Assessments, as provided herein and in the Bylaws.

(j) Delegate its powers to committees, officers, or employees as provided in the Bylaws.

(k) Have the duty to maintain architectural control over the property and appoint an Architectural Committee in connection herewith, pursuant to the Article hereof entitled "Architectural and Landscape Control and Maintenance."

(l) Have the right in conformance with law to enter on any Lot where necessary in connection with the review of construction or reconstruction.

(m) Borrow money as may be needed for the administration of the Association and its functions and to pledge assets of the Association as security for such loan.

Section 2. Repair and Maintenance by Owner. Every Owner shall maintain the exterior of his dwelling, walls, fences, roof, and landscaping of his dwelling in good condition and repair.

ARTICLE VIII

EASEMENTS

Section 1. The rights and duties of the owners of lots within the properties with respect to water, electricity, gas and telephone and Cable Television lines and drainage facilities shall be governed by the following:

(a) Wherever sanitary sewer house connections, water house connections or electricity, gas or telephone and Cable Television lines or drainage facilities are installed within the properties, which connections, lines or facilities, or any portion thereof, lie in or upon lots owned by others than the owner of a lot served by said connections, the owner of any lot served by said connections, lines or facilities shall have the right, and are hereby granted an easement to the full extent necessary therefore, to enter upon the lots or to have utility companies enter upon the lots within the properties in or upon which said connections, lines or facilities, or any portion thereof, lie, to repair, replace and generally maintain said connections as and when the same may be necessary as set forth below.

(b) Wherever sanitary sewer house connections, water house connections or electricity, gas, or telephone or Cable Television lines or drainage facilities are installed within the properties, which connections serve more than one lot, the owner of each lot served by said connections shall be entitled to the full use and enjoyment of such portions of said connections as service his lot.

Section 2. Easements over the properties for the installation and maintenance of electric, telephone, Cable Television, water, gas and sanitary sewer lines and drainage facilities are shown on the recorded tract map of the properties, were reserved by the original Declarant, together with the right to grant and transfer the same.

Section 3. There is hereby reserved over the lots the right to emplace on, under or across such property, transmission lines and other facilities for a Community Antenna Television System and the right to enter upon the property to service, maintain, repair, reconstruct and replace said lines or facilities; provided, however, that the exercise of such rights does not unreasonably interfere with the owner's reasonable use and enjoyment of said lot.

Section 4. There is hereby reserved, in favor of Association, over slopes on lots 96-100 inclusive, 189-230 inclusive, 263-283 inclusive, 285-311 inclusive, except slopes that are between contiguous lots, an easement for landscaping and maintenance of the landscaping by the Association and hereby convey to said Association reasonable rights of access thereto.

ARTICLE IX

USE RESTRICTIONS

Section 1. All lots in the tract and in such property as shall be annexed thereto shall be known and described as residential lots and shall be used for no purpose other than residential purposes, save and except the lots owned by

the Community association, i.e., the community area lots on which there will be placed landscaping and recreational facilities. No building shall be erected, altered, placed or permitted to remain on any such residential lot other than building used as a single family dwelling.

Section 2. No part of the properties shall ever be used or caused to be used or allowed or authorized in any way, directly or indirectly, for any business, commercial, manufacturing, mercantile, storing, vending, or other such non-residential purposes.

Section 3. No sign or billboard of any kind shall be displayed to the public view on any portion of the properties or any lot, except one sign for each building site, of not more than eighteen (18) inches by twenty-four (24) inches, advertising the property for sale or rent.

Section 4. No noxious or offensive trade or activity shall be carried on upon any lot or any part of the properties, nor shall anything be done thereon which may be, or may become, an annoyance or nuisance to the neighborhood, or which shall in any way interfere with the quiet enjoyment of each of the owners of his respective dwelling unit, or which shall in any way increase the rate of insurance.

Section 5. No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other out-building shall be used on any lot at any time as a residence either temporarily or permanently. No mobile home, motor home, recreational vehicle, trailer, camper, boat, truck, stored vehicles, or

similar equipment shall be permitted to remain or be repaired upon any lot, unless placed or maintained within an enclosed garage or concealed from view of adjoining lots, streets, or alleys by a fence or appropriate screen. No open carport shall be used for the storage of any item, object or vehicle other than an automobile. No vehicle shall be permitted to be parked, other than temporarily, on any street in front of or beside any lot in Tract 4224.

Section 6. No animals, livestock or poultry of any kind, shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept on the lots, provided they are not kept, bred or maintained for any commercial purpose, or in unreasonable numbers. Notwithstanding the foregoing, no animals or fowl may be kept on the properties which result in an annoyance or are obnoxious to residents in the vicinity.

Section 7. No oil drilling, oil development operations, oil refining, quarrying, or mining operation of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, or mineral excavations or shafts be permitted upon the surface of any lot or within five hundred (500) feet below the surface of the properties. No derrick or other structure designed for use in boring for water, oil or natural gas shall be erected, maintained or permitted upon any lot.

Section 8. All rubbish, trash and garbage shall be regularly removed from the properties, and shall not be allowed to accumulate thereon. All clotheslines, refuse containers, woodpiles, storage areas and machinery and equipment shall be prohibited upon any lot, unless obscured from view of adjoining lots and

streets, by a fence or appropriate screen.

Section 9. No fence, wall or hedge exceeding three (3) feet in height shall be erected or permitted between street and front set-back line, except as approved by the Architectural Committee.

Section 10. No television, radio, or other electronic antenna or device of any type shall be erected constructed, placed or permitted to remain on any of the houses or buildings constructed on the lots or on the lots at ground level in said tract unless not visible to nearby homeowners or until the same shall have been approved in writing by the Architectural Committee or the Board of Directors of the Association.

Section 11. All block walls and fences located on the exterior of lots fronting on any street shall not be changed or modified by the owners of said lots without the prior written approval of the Architectural Committee.

Section 12. The owners of individual lots may construct and install fences and/or walls on the perimeter of each said lot within the tract other than where solid walls are already situated, provided that said fences and/or walls shall be composed only of such material approved by the Architectural Committee. The height of any such fence or wall shall be at least three (3) feet from ground level and shall not exceed six (6) feet from ground level. In the event that an owner desires to construct a fence or wall of a height in excess of three (3) feet, and in the event that the construction of such a fence or wall would impair the view of the owner of another lot, the height of

such fence or wall shall be subject to Architectural control and Architectural approval, as set forth in Article VI of this Declaration.

Section 13. All fences and walls constructed on any lot other than on the perimeter of a lot may be composed of the same materials of which fences on the perimeter shall be composed as set forth hereinbefore.

Section 14. All drainage of water from any lot and the improvements thereon 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 so as to prevent any erosion thereof upon such streets adjoining property or slopes.

Section 15. Subject to the covenants, conditions and restrictions hereinafter provided in this Section owners shall have the right to the use of the following designated premises in connection with and incidental to his occupancy of a lot for the purposes hereinafter specified, as follows:

(a) The public and private waters adjacent to and in front of said lot, if any, for the construction, maintenance and use of a private pier and float, subject to the rights and rules and regulations of all governmental agencies having jurisdiction thereof.

(b) No such pier and float shall be constructed unless and until the plans and location thereof shall have been submitted to and approved by the Architectural Committee in writing, and each of the same shall be constructed, maintained and used by owner at his sole expense, risk and responsibility and

without any expense or liability to Association, and in compliance with any and all public laws, ordinances and regulations applicable thereto.

(c) Except as otherwise provided in this Section, each and all of the covenants, conditions and restrictions of this Declaration shall apply with equal force and effect to and shall govern said owner's use and occupancy of the incidental premises hereinabove designated.

ARTICLE X

GENERAL PROVISIONS

Section 1. Enforcement. The Association, or any owner or the successor in interest of an owner, shall have the right to enforce by proceedings at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration or any amendment thereto, including the right to prevent the violation of any such restrictions, conditions, covenants or reservations and the right to recover damages or other dues for such violation; provided, however, that with respect to assessments & liens, the Association shall have the exclusive right to the enforcement thereof. Failure by the Association or by any owner to enforce any covenant, condition or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Severability. Invalidation of any one of these covenants, conditions or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 3. Term. The covenants, conditions and restrictions of this Declaration shall run with and bind the lots, and shall inure to the benefit of and be enforceable by the Association or the owner of any lot subject to this Declaration, their respective legal representatives, heirs, successors, and assigns, for a term of forty (40) years from the date this Declaration is recorded, after which time said covenants, conditions and restrictions shall be automatically extended for successive periods of ten (10) years, unless an instrument, signed by a majority of the then owners of the lots, has been recorded, agreeing to change said covenants, conditions and restrictions in whole or in part.

Section 4. Construction. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the development of a residential community or tract and for the maintenance of common recreational facilities and common areas. The Article and Section headings have been inserted for convenience only, and shall not be considered or referred to in resolving questions of interpretation or construction.

Section 5. Amendments. This Declaration of Covenants, Conditions and Restrictions may be amended only by the written affirmative assent or vote of not less than seventy-five percent (75%) of the owners, and, further, this amendment provision shall not be amended to allow amendments by the assent or vote of less than seventy-five percent (75%) of the owners; provided, however, that Article V, Section 6 and Article X, Section 6 shall not be amended without the consent of the lien holder under any recorded deed of trust.

Section 6. Mortgage Protection Clause. No breach of the covenants, conditions or restrictions herein contained, nor the enforcement of any lien provisions herein, shall defeat or render invalid the lien of any deed of trust made in good faith and for value, but all of said covenants, conditions and restrictions shall be binding upon and effective against any owner whose title is derived through foreclosure or trustee's sale, or otherwise.

Section 7. Singular Includes Plural. Whenever the context of this Declaration requires same, the singular shall include the plural and the masculine shall include the feminine.

Section 8. Nuisance. The result of every act or omission, whereby any provision, condition, restriction, covenant, easement or reservation contained in this Declaration is violated in whole or in part, is hereby declared to be and constitutes a nuisance, and every remedy allowed by law or equity against a nuisance, either public or private, shall be applicable against every such result, and may be exercised by the Architectural Committee, the Association, or any other land owner in the tract. Such remedy shall be deemed cumulative and not exclusive.

Section 9. Mergers or Conversions. Upon a merger or consolidation of the Association with another association, its properties, rights and obligations may, by operation of law, be transferred to another surviving or consolidated association or, alternatively, the properties, rights and obligations of another association may, by operation of law, be added to the properties, rights and obligations of the Association as a surviving corporation pursuant to a merger. The surviving or consolidated association may administer the

covenants, conditions and restrictions established by this Declaration within the existing property, together with the covenants and restrictions established upon any other property, as one plan.

Section 10. Waiver of Use. No Member may be exempt from personal liability for Assessments duly levied by the Association, nor release the Residence owned from the liens and charges hereof, by waiver of the use and enjoyment of the Common Area or Common Facilities, or the abandonment of the Residence.

Section 11. Attorneys' Fees. In the event action is instituted to enforce any of the provisions contained in this Restated Declaration, the party prevailing in such action shall be entitled to recover from the other party thereto as part of the judgment, reasonable attorneys' fees and costs of such suit. In the event the Association is a prevailing party in such action, the amount of such attorneys' fees and costs shall be a Special Assessment with respect to the Lot involved in the action.

Section 12. Non-liability of Officials. To the fullest extent permitted by law, neither the Board nor any other committee of the Association nor any member of such Board or committee shall be liable to any member for any damage, loss or prejudice suffered or claimed on account of any decision, approval or disapproval of plans or specifications (whether or not defective) course or action, act, omission, error, negligence or the like made in good faith within such Board, committees or persons reasonably believed to be the scope of their duties.

88-209175

Section 13. Hold Harmless and Indemnification. Each Lot Owner shall be liable to the Association for any damage to the Common Area and Common Facilities which may be sustained by reason of the negligence of said Lot Owner or his guests or invitees.

Section 14. Use of Common Area and Common Facilities. The Board or Directors shall have the right to limit the number of guests that a Lot Owner may permit to use the recreational facilities on the Common Areas and shall have the right to set further reasonable restrictions on the time and manner of said recreational facilities.

IN WITNESS WHEREOF, Declarant has executed this instrument the day and year first hereinabove written.

DOVER SHORES COMMUNITY ASSOCIATION

By Alan M. Reedy
President

By Monica Ruggieri
Secretary

STATE OF CALIFORNIA

STATE OF CALIFORNIA

COUNTY OF Orange } ss.

88-209175

Public
known
to me
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is
edged
its By-

On this 28th day of April, 1988, before me, the undersigned,
a Notary Public in and for said County and State, personally appeared

Alan Reedy

personally known to me (or proved to me on the basis of satisfactory evidence) to be the
President, and X X X

personally known to me (or proved to me on the basis of satisfactory evidence) to be the X X
Secretary of the corporation that executed the within instrument,

and known to me to be the persons who executed the within
instrument on behalf of the corporation therein named, and
acknowledged to me that such corporation executed the same,
pursuant to its by laws, or a resolution of its Board of Directors.

WITNESS my hand and official seal.



Monica Ruggieri
Notary signature

(This area for official seal).

Acknowledgment - Corporation

88-209175

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By Monica Ruggieri
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CITY OF CALIFORNIA

STATE OF CALIFORNIA

COUNTY OF Orange } ss.

88-209175

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Alan Reedy
personally known to me (or proved to me on the basis of satisfactory evidence) to be the President, and X X X X

personally known to me (or proved to me on the basis of satisfactory evidence) to be the X X

Secretary of the corporation that executed the within instrument, and known to me to be the persons who executed the within instrument on behalf of the corporation therein named, and acknowledged to me that such corporation executed the same, pursuant to its by laws, or a resolution of its Board of Directors.

WITNESS my hand and official seal.

Public
, known
to me
oration
ho
ledged
its By-



Monica Ruggieri
Notary signature

(This area for official seal)

Acknowledgment - Corporation

AUTOMATIC DRAFTING FOR ASSOCIATION DUES

AUTOMATIC DRAFTING FROM YOUR BANK ACCOUNT FOR FIXED NORMAL MONTHLY CHARGES FOR YOUR ASSOCIATION IS AVAILABLE. A DRAFT WILL BE PRODUCED ON THE 10TH OF EACH MONTH AND WILL SHOW ON YOUR NEXT MONTH STATEMENT. NON-RECURRING AMOUNTS, SUCH AS LATE CHARGES OR FINES, CHARGED TO YOUR ACCOUNT CANNOT BE DRAFTED AND MUST BE PAID BY CHECK. THE AMOUNT OF THE DRAFT WILL INCREASE OR DECREASE BASED ON ASSOCIATION FEE CHANGES. YOU WILL RECEIVE A MONTHLY STATEMENT IN ORDER TO KEEP YOU UPDATED ON YOUR ACCOUNT STATUS. IF YOUR ASSOCIATION HAS A SPECIAL ASSESSMENT BILLED ON ANY GIVEN MONTH, THE DRAFT WILL INCLUDE THAT AMOUNT.

YOUR ACCOUNT MUST BE IN CURRENT STATUS (OWING ONLY THE CURRENT PERIOD) TO BE ELIGIBLE.

A VOIDED CHECK MUST BE STAPLED TO THE ENROLLMENT FORM AND ENCLOSED WITH YOUR CURRENT PAYMENT. THE ENROLLMENT FORM MUST BE RECEIVED BY THE 10TH OF THE MONTH TO BE SURE YOUR NEXT STATEMENT (PREPARED APPROXIMATELY ON THE 20TH OF EACH MONTH) WILL SHOW THAT YOUR ACCOUNT WILL BE DRAFTED FOR THE CURRENT CHARGE. ENROLLMENTS RECEIVED AFTER THE 10TH MAY BE DELAYED AN ADDITIONAL MONTH (MAKE PAYMENTS BY CHECK UNTIL YOUR STATEMENT SHOWS YOUR ACCOUNT WILL BE DRAFTED).

REQUESTS TO CHANGE BANKS OR TO DISCONTINUE DRAFTING MUST BE RECEIVED BY THE LAST DAY OF THE MONTH. ESCROW CLOSINGS AUTOMATICALLY CANCEL DRAFTING. THE MAJORITY OF BANKS HAVE HONORED OUR DRAFTS. YOU MAY NEED TO GIVE YOUR BANK A LETTER OF AUTHORIZATION.

A \$10.00 SET UP FEE IS TO BE INCLUDED WITH OUR APPLICATION. PLEASE MAKE YOUR CHECK PAYABLE TO M.P.S. (DO NOT SEND CASH).

A DRAFT DISHONORED BY YOUR BANK WILL AUTOMATICALLY CANCEL DRAFTING ON YOUR ACCOUNT. REQUESTS TO RE-START DRAFTING AFTER A CANCELLATION WILL BE SUBJECT TO A \$10.00 REINSTATEMENT.

OWNER RELEASES ASSOCIATION AND ITS MANAGER AND AGENTS FOR ANY LIABILITY AS A RESULT OF ANY IMPROPER, INCORRECT OR UNAUTHORIZED TRANSFERS, INCLUDING BUT NOT LIMITED TO ANY CONSEQUENTIAL DAMAGES AS A RESULT OF ANY IMPROPER, INCORRECT OR UNAUTHORIZED TRANSFER, EXCEPT FOR THE GROSS NEGLIGENCE OF ASSOCIATION, BUT IN ANY EVENT ASSOCIATION SHALL BE LIABLE, IF AT ALL, FOR MAXIMUM AMOUNT EQUAL TO THE PREAUTHORIZATION MONTHLY AMOUNT SPECIFIED UNDER THIS AGREEMENT.

Association Account #

Your Name

Phone #

Address of Unit

Name of Association

Name of Management Co.

PLEASE LET YOUR BANK KNOW YOU WILL HAVE YOUR ACCOUNT DRAFTED. A DRAFT WILL HAVE THE FOLLOWING PRINTED:

PRE-AUTHORIZED DRAFT
SIGNATURE NOT REQUIRED

SIGNATURE

DATE