



c/o Homeowner Association Services ♦ 2266 Camino Ramon, San Ramon, CA 94583
Telephone: (925) 830-4848 ♦ Fax: (925) 830-0252 ♦ Email: slint@hoaservices.net

2024 Annual Budget Report and Annual Policy Statement

The Board of Directors is required by California Civil Code to prepare and send to you an Annual Budget Report and an Annual Policy Statement for the upcoming year. Copies of these documents and other important Association information are enclosed for your records and review.

The **Annual Budget Report** includes a pro-forma operating budget showing the projected Association expenses and necessary income that will be needed for the upcoming year. **Based upon this budget, the quarterly assessment for Magee Ranch will INCREASE to \$408.00.** The assessment increase will be effective January 1, 2024 and will be reflected in the late December billing.

The increase in the assessment is a result of budget-wide inflation paired with necessary increases to both the HOA Reserve Account and the Magee Ranch GHAD. A newly updated GHAD reserve study was prepared by a firm with extensive GHAD experience. That reserve study recommends each owner contribute \$1,117.00 annually to the GHAD reserve account. The 2024 proposed budget includes GHAD contributions of just \$173.76 per owner annually, due to inflationary pressures to the operating budget, HOA reserve contributions, and law based limits on assessment increases without a member vote. The Association may need to pass annual 20% increases to assessments until GHAD contributions can meet the recommended level, which will be discussed and decided upon by the Board at the budget meeting.

Regarding the operating budget, there are expected increases in contracted services and larger projected increases in insurance premiums and water expenses. Both copies and postage expenses and water expenses were significantly underfunded in 2023 and the 2024 budget still only funds EBMUD water expenses at 87% of the projected 2023 total.

The Association budgets nearly \$12,000.00 for copies and postage at nearly \$50.00 per home. We strongly encourage you to sign up to receive ALL your correspondence via email to help limit this expense.

The Annual Budget Report also includes the Insurance Disclosure for Magee Ranch as well as the Reserve Study and the Assessment and Reserve Funding Disclosure Summary.

The **Annual Policy Statement** contains important information including the management company contact information, how members may receive notices and meeting minutes, the Assessment Collection Policy, Notice of Assessments and Foreclosure, Member Discipline and Fine Policy, Dispute Resolution Processes, Architectural Guidelines, various Association Rules and other documents the Board has determined are appropriate for inclusion.

We encourage all owners to use the Association's website (www.MageeRanchHOA.com) to stay up to date on everything going on at Magee Ranch and sign up and login to the HOA Services (<http://online.hoaservices.net>) portal to view your account in real time, make payments online and to set your communication preferences.

Any questions about the enclosed documents should be directed to our Community Association Manager, Stacey Lint, at 925-830-4848 or via email at slint@hoaservices.net.



M A G E E R A N C H

HOMEOWNERS ASSOCIATION

c/o Homeowner Association Services ♦ 2266 Camino Ramon, San Ramon, CA 94583
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ANNUAL BUDGET REPORT

The attached documents are prepared and forwarded to you in compliance with California's Civil Code Section 5300.

Included in the Annual Budget Report are the following documents:

- Your 2024 operating budget.

The quarterly assessment will INCREASE to \$408.

- A summary of the Association's Reserve Analysis Report and Disclosures, prepared pursuant to Civil Code §5550 and §5565, including a summary of the reserve funding plan adopted by the Board of Directors.

The reserves will continue to be funded through the annual assessments according to the schedule included in the reserve summary. The full reserve study is available to any Association member upon request.

The method for calculating reserve allocations requires obtaining estimates of the current cost of repair or replacement of major components. The replacement cost for each component is then divided by the estimated life of that component to obtain the annual reserve cost. The estimated life is attained by utilizing expert opinion to estimate the number of years the component should last.

The Association does not have any outstanding loans.

- A copy of the Annual Insurance Disclosure listing the Association's insurance coverage.
- A copy of the Charges for Documents Provided disclosure identified in Civil Code §4528.

**Magee Ranch Homeowners Association
2024 Budget**

	Last Year	2024 Budget	2024/Home/Qtr
Income			
Assessments	\$352,240.00	\$422,688.00	\$408.00
Total Income	\$352,240.00	\$422,688.00	\$408.00
Reserve Contribution - HOA	(\$51,660.00)	(\$68,376.00)	(\$66.00)
Reserve Contribution - GHAD	(\$39,744.00)	(\$45,000.00)	(\$43.44)
Total Operating Income	\$260,836.00	\$309,312.00	\$298.56
Expenses			
<u>Admin & General</u>			
Copies & Postage	\$8,000.00	\$11,885.00	\$11.47
Meeting Expense	\$1,636.00	\$1,636.00	\$1.58
Bad Debt	\$1,000.00	-	-
Management	\$22,800.00	\$31,080.00	\$30.00
Insurance	\$10,000.00	\$10,000.00	\$9.65
Legal	\$10,000.00	\$15,000.00	\$14.48
Accounting/Tax Prep	\$1,700.00	\$1,815.00	\$1.75
Taxes	\$1,500.00	\$1,500.00	\$1.45
Reserve Study	\$1,000.00	\$1,000.00	\$0.97
Holiday Lights	\$10,000.00	\$14,000.00	\$13.51
Cameras	\$5,000.00	\$5,000.00	\$4.83
Total Admin & General	\$72,636.00	\$92,916.00	\$89.69
<u>Landscape</u>			
Landscape Contract	\$51,000.00	\$55,200.00	\$53.28
V-Ditch Cleaning	\$2,000.00	\$5,796.00	\$5.59
Irrigation Repairs	\$5,000.00	\$9,000.00	\$8.69
Front Entry Landscaping	\$4,200.00	\$4,200.00	\$4.05
Landscape Extras	\$14,000.00	\$14,000.00	\$13.51
Tree Spraying/Maintenance	\$16,000.00	\$16,000.00	\$15.44
Weed Abatement	\$40,000.00	\$48,000.00	\$46.33
Pest Control	\$6,500.00	\$5,200.00	\$5.02
Total Landscape	\$138,700.00	\$157,396.00	\$151.93
<u>Maintenance & Repairs</u>			
General Maintenance	\$4,000.00	\$4,000.00	\$3.86
Lighting Maintenance	\$3,500.00	\$6,500.00	\$6.27
Total Maintenance & Repairs	\$7,500.00	\$10,500.00	\$10.14
<u>Utilities</u>			
Water & Sewer	\$36,000.00	\$45,000.00	\$43.44
Gas & Electric	\$6,000.00	\$3,500.00	\$3.38
Total Utilities	\$42,000.00	\$48,500.00	\$46.81
Total Expense	\$260,836.00	\$309,312.00	
Net Income	\$0.00	\$0.00	

The Association dues will **INCREASE** to \$408 per home per quarter in 2024

Assessment Payment Options

This list contains the several payment options available to pay your quarterly assessment. As a reminder to homeowners, assessments are due on the 1st and considered late after 15 days.

There are three (3) payment options listed below that are available at no charge to homeowners.

1. **Send a check directly to the bank via the PO Box below or the mailing address for overnight payments.**

Include your account number in the memo section of the check and make payable to:

Magee Ranch HOA
c/o HOA Svcs Proc Ctr
PO Box 95096
Las Vegas, NV 89193-5096

Overnight Payment Address – must be marked

2266 Camino Ramon
San Ramon, CA 94583

2. **Setup bill pay through your online banking (ask your bank to assist you if needed)**
3. **Sign up for ACH through our bank using the Alliance Bank Authorization Agreement for Preauthorized Payments – Form attached**

Listed below are two (2) Online Payment options that do have a service fee.

4. **Go to Alliance Bank and pay via their website:**

<https://pay.allianceassociationbank.com/Home?cmcid=F7700C5E>

You will need the following information:

Mgt ID – 7110

Association ID – 2882

Unit Account # – xxxxxx (your account number) The processing fee information is as follows:

- 1) **Payment with Bank Account Information (e-check):** \$1.95 flat service fee for one-time payments, recurring is free.
- 2) **Payment with Credit Card:** 3% of your assessment payment amount.
- 3) **Payment with Debit Card:** \$5 flat service fee.

If you have questions or need help, please call (844) 739-2331 or payments@allianceassociationbank.com

5. **Caliber**

Go to our web portal <https://online.hoaservices.net> and register using your account number and email address. Once in the portal, you can view billing and payment histories in real time, make credit card payments directly through the online portal, and enroll in other account features, such as receiving your monthly HOA dues statements and other HOA correspondence by email.

Payments through the Caliber Web Portal are supported by Paylease/Zego who collects a processing fee on top of the assessment amount. Payments can be made one-time only or set to be recurring.

The processing fee information is as follows:

- 1) **Payment with Bank Account Information (ACH):** \$2.50 flat service fee
- 2) **Payment with Debit/Credit Card:** 3.5% of your assessment payment amount.



AUTHORIZATION AGREEMENT FOR PREAUTHORIZED PAYMENTS

CUSTOMER: Please retain a copy for your records.

MANAGEMENT COMPANY NAME	Homeowner Association Services					
ASSOCIATION NAME						
UNIT ADDRESS						
HOMEOWNER ACCT NUMBER		ASSESSMENT \$		New	Update <input type="checkbox"/>	Cancel <input type="checkbox"/>
UNIT OWNER NAME						
UNIT OWNER MAILING ADDRESS						
UNIT OWNER PHONE NUMBER		UNIT OWNER EMAIL ADDRESS				

I/we authorize the above Association to charge my/our checking account at the financial institution indicated on my/our voided check for the payment of my/our association assessment on or about the **8th**.

I/we understand that these assessments may change periodically, and that such changes will be provided to Alliance Bank. by the above named Association. I/We also understand that it is our responsibility to contact Homeowner Association Services at the address listed, to stop or cancel the automatic preauthorized payment once I am no longer a Unit Owner (or plan to change my payment arrangement), by the last day of the month prior to the following scheduled payment.

PLEASE ATTACH A VOIDED CHECK (WITH PREPRINTED NAME AND ADDRESS) FROM THE CHECKING ACCOUNT THAT WILL BE CHARGED.

HOMEOWNER ASSOCIATION SERVICES MUST RECEIVE THIS FORM BY THE 25TH DAY OF THE MONTH FOR THE AUTOMATIC CHARGE TO BE IN EFFECT FOR THE FOLLOWING MONTH.

ALLIANCE BANK WILL BE PERFORMING THE ORIGATION OF THESE CHARGES ON BEHALF OF THE ASSOCIATION.

**You will receive confirmation of start date via Email.
If you have any questions, you may call us at 925/830-4848.**

Please mail/fax or email this authorization to:
Fax: 925/830-0252
Email: jennifer@hoaservices.net
Attn: Jennifer Bouchard

**HOMEOWNER ASSOCIATION SERVICES
C/O ACCOUNTING
2266 CAMINO RAMON
SAN RAMON, CA 94583**

I/We represent and warrant to Alliance Bank, that the undersigned are all signers required to transact business on said deposit account and understand that electronic transactions on said account is governed by the terms of my/our deposit account terms and disclosure.

First Name on Account (please print)

x _____
Signature

Date

Second Name on Account (If applicable)

x _____
Signature

Date

FOR HAS USE ONLY

DATE RECEIVED		EFFECTIVE DATE	COMPLETED BY	DATE
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Magee Ranch - HOA

Danville , CA

Level of Service: Update "With-Site-Visit"

Report #: 20912-12

of Units: 259

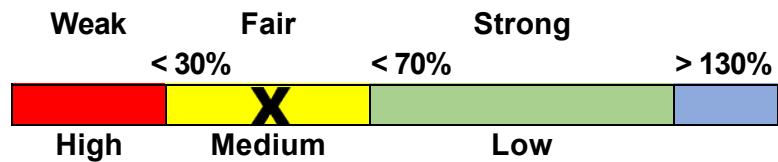
January 1, 2024 through December 31, 2024

Findings & Recommendations

as of January 1, 2024

Projected Starting Reserve Balance	\$343,718
Current Fully Funded Reserve Balance	\$683,012
Average Reserve Deficit (Surplus) Per Unit	\$1,310
Percent Funded	50.3 %
Recommended 2024 "Monthly Fully Funding Contributions"	\$5,698
Recommended 2024 Special Assessments for Reserves	\$0
2023 Monthly Contribution Rate	\$4,305

Reserve Fund Strength: 50.3%



Risk of Special Assessment:

Economic Assumptions:

Net Annual "After Tax" Interest Earnings Accruing to Reserves	1.50 %
Annual Inflation Rate	4.00 %

- This is an Update "With-Site-Visit" Reserve Study.
- The information in this Reserve Study is based on our site inspection on 8/15/2023.
- This Reserve Study was prepared by or under the supervision of, a credentialed Reserve Specialist (RS).
- Because your Reserve Fund is at 50.3 % Funded, this means the association's special assessment & deferred maintenance risk is currently Medium.
- Your multi-year Funding Plan is designed to gradually bring you to the 100% level, or "Fully Funded".
- Based on this starting point, your anticipated future expenses, and your historical Reserve contribution rate, our recommendation is for you to increase your Reserve contributions to \$5,698/Monthly.
- No assets appropriate for Reserve designation were excluded.
- We recommend that this Reserve Study be updated annually, with an on-site inspection update every three years.

#	Component	Useful Life (yrs)	Rem. Useful Life (yrs)	Current Average Cost
General Common Area				
203	Fire Road - Seal/Repair	5	0	\$80,000
211	Concrete - Repair	5	0	\$7,000
321	Ground Lights - Replace (25%)	5	3	\$16,000
331	Entry Lights - Replace	15	13	\$22,000
332	Strip Lights - Replace	20	15	\$24,500
413	Flag Pole - Replace	25	18	\$8,000
501	Stone Pillars - Repair	5	2	\$8,000
505	Wood Rail - Replace/Repair	35	7	\$13,750
514	Wood Retaining Wall - Replace (20%)	5	0	\$9,500
517	Masonry Wall (2ft.) - Repair	5	2	\$5,850
517	Masonry Wall (Perimeter) - Repair	15	2	\$12,500
1001	Backflow Devices - Replace	30	3	\$18,000
1003	Irrigation Controllers (A) -Replace	12	0	\$14,000
1003	Irrigation Controllers (B) -Replace	12	1	\$14,000
1005	Irrigation Valves - Replace	3	0	\$2,450
1009	Landscaping (20yr) - Replenish	20	0	\$245,000
1009	Landscaping (50yr) - Replenish	50	19	\$230,000
1009	Landscaping (5yr) - Replenish	5	0	\$14,000
1011	Bark/Mulch - Replenish	8	2	\$73,500
1115	Monument Pillars - Repaint	5	1	\$12,500
1116	Wood Surfaces - Repaint	4	3	\$3,500
1402	Signage - Replace	15	2	\$10,350
1403	Monument Signs - Replace	15	11	\$35,500
1617	Dog Stations - Replace	15	2	\$8,250

24 Total Funded Components

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

Assessment and Reserve Funding Disclosure Summary

Magee Ranch - HOA, Danville

For Fiscal Year Beginning: 1/1/2024

of units: 259

1) Budgeted Amounts:	Total	Average Per Unit*
Reserve Contributions:	\$5,698.00	\$22.00
Total Assessment Income:	\$35,224.00	\$136.00

per: Quarter

2) Additional assessments that have already been scheduled to be imposed or charged, regardless of the purpose, if they have been approved by the board and/or members:

Year	Total Amount Per Unit*	Purpose
Total: \$0.00		

3) Based on the most recent Reserve Study and other information available to the Board of Directors, at this point in time does it appear that currently projected Reserve account balances will be sufficient at the end of each year to meet the association's obligation for repair and/or replacement of major components during the next 30 years? **Yes**

4) If the answer to #3 is no, what additional assessments or other contributions/loans to Reserves would be necessary to ensure that sufficient Reserve Funds will be available each year during the next 30 years?

Approximate Fiscal Year Assessment Will Be Due	Average Total Amount Per Unit*

Total: \$0.00

5) All major components appropriate for Reserve Funding (components that are a common area maintenance responsibility with a limited life expectancy and predictable remaining useful life, above a minimum threshold cost of significance) are included in this Reserve Funding Plan: **Yes**

6) All computations/disclosures are based on the fiscal year start date of:	1/1/2024
Fully Funded Balance (based on formula defined in 5570(b)4):	\$683,012
Projected Reserve Fund Balance:	\$343,718
Percent Funded:	50.3 %
Reserve Deficit (surplus) on a mathematical avg-per-unit* basis:	\$1,310

From the 9/13/2023 Reserve Study by Association Reserves and any minor changes since that date.

* If assessments vary by the size or type of unit, allocate as noted within your Governing Documents.

7) See attached 30-yr Summary Table, showing the projected Reserve Funding Plan, Reserve Balance, Percent Funded, and assumptions for interest and inflation.

Prepared by: Kier Balboa

Date: 11/14/2023

The financial representations at the time of preparation are based on the Reserve Study for the fiscal year shown at the top of this page and the best estimates of the preparer. These estimates should be expected to change from year to year. Some information on this form has been provided to Association Reserves, and has not been independently verified.

30-Year Reserve Plan Starting with Board of Directors 2024 Rate

20912-12

Fiscal Year Start: 1/1/2024	Interest: 1.50 %	Inflation: 4.00 %
Reserve Fund Strength: as-of Fiscal Year Start Date	Projected Reserve Balance Changes	

Year	Starting Reserve Balance	Fully Funded Balance	Percent Funded	Special Assmt Risk	% Increase		Loan or Special Assmts	Interest Income	Reserve Expenses
					In Annual Reserve Funding	Reserve Funding			
2024	\$343,718	\$683,012	50.3 %	Medium	32.36 %	\$68,376	\$0	\$2,899	\$371,950
2025	\$43,043	\$395,344	10.9 %	High	10.00 %	\$75,214	\$0	\$1,010	\$27,560
2026	\$91,707	\$457,209	20.1 %	High	10.00 %	\$82,735	\$0	\$1,042	\$128,116
2027	\$47,368	\$419,960	11.3 %	High	10.00 %	\$91,008	\$0	\$1,063	\$44,938
2028	\$94,502	\$470,833	20.1 %	High	10.00 %	\$100,109	\$0	\$2,183	\$0
2029	\$196,794	\$573,709	34.3 %	Medium	10.00 %	\$110,120	\$0	\$2,789	\$134,440
2030	\$175,263	\$544,244	32.2 %	Medium	4.00 %	\$114,525	\$0	\$3,369	\$18,917
2031	\$274,241	\$637,241	43.0 %	Medium	4.00 %	\$119,106	\$0	\$4,732	\$40,925
2032	\$357,154	\$714,705	50.0 %	Medium	4.00 %	\$123,870	\$0	\$6,164	\$21,897
2033	\$465,291	\$818,838	56.8 %	Medium	4.00 %	\$128,825	\$0	\$7,974	\$3,487
2034	\$598,603	\$950,216	63.0 %	Medium	4.00 %	\$133,978	\$0	\$7,996	\$272,365
2035	\$468,213	\$811,306	57.7 %	Medium	4.00 %	\$139,337	\$0	\$7,525	\$79,282
2036	\$535,793	\$871,900	61.5 %	Medium	4.00 %	\$144,911	\$0	\$8,820	\$48,511
2037	\$641,013	\$971,342	66.0 %	Medium	4.00 %	\$150,707	\$0	\$10,166	\$86,584
2038	\$715,302	\$1,039,768	68.8 %	Medium	4.00 %	\$156,735	\$0	\$11,987	\$0
2039	\$884,025	\$1,205,762	73.3 %	Low	4.00 %	\$163,005	\$0	\$12,666	\$253,843
2040	\$805,852	\$1,119,376	72.0 %	Low	4.00 %	\$169,525	\$0	\$13,275	\$23,412
2041	\$965,240	\$1,274,358	75.7 %	Low	4.00 %	\$176,306	\$0	\$15,249	\$87,558
2042	\$1,069,237	\$1,374,209	77.8 %	Low	4.00 %	\$183,358	\$0	\$16,005	\$202,480
2043	\$1,066,119	\$1,364,132	78.2 %	Low	4.00 %	\$190,693	\$0	\$13,827	\$491,949
2044	\$778,690	\$1,058,427	73.6 %	Low	4.00 %	\$198,320	\$0	\$7,376	\$778,944
2045	\$205,442	\$448,072	45.9 %	Medium	4.00 %	\$206,253	\$0	\$4,403	\$34,068
2046	\$382,031	\$594,272	64.3 %	Medium	4.00 %	\$214,503	\$0	\$7,142	\$32,823
2047	\$570,853	\$754,162	75.7 %	Low	4.00 %	\$223,083	\$0	\$9,944	\$48,062
2048	\$755,818	\$911,409	82.9 %	Low	4.00 %	\$232,007	\$0	\$12,849	\$42,166
2049	\$958,507	\$1,088,160	88.1 %	Low	4.00 %	\$241,287	\$0	\$13,793	\$331,897
2050	\$881,690	\$978,028	90.1 %	Low	4.00 %	\$250,938	\$0	\$12,668	\$336,855
2051	\$808,442	\$865,995	93.4 %	Low	4.00 %	\$260,976	\$0	\$13,750	\$57,091
2052	\$1,026,077	\$1,048,402	97.9 %	Low	4.00 %	\$271,415	\$0	\$16,687	\$113,951
2053	\$1,200,228	\$1,187,256	101.1 %	Low	4.00 %	\$282,272	\$0	\$20,259	\$0

PROJECTED EXPENSES

Expense Estimates

To prepare the current GHAD reserve fund amount, we reviewed the following documents and conditions.

- 1992 plan of control projected budget (adjusted for inflation)
- 2023 reserve study
- 2021 and 2022 site monitoring reports
- 2017 through 2022 revenue and expense statements
- 2023 site visit

A projected budget was included in the adopted Plan of Control, as discussed in the Fund Assessment and Reserve section above. Some of the initial expense estimates remain valid, but other amounts have been adjusted to account for site performance, “as-built” conditions, a cost estimate for repair from events during the winter of 2022/2023, and cost estimate bids for maintenance and emergency response items received by other GHADs in the Bay Area. Adjusted for inflation, annualized GHAD expenses calculated from the adopted 1992 Plan of Control would be \$127,026, excluding contribution to the planned reserve. As shown in Exhibit A and used in the calculations for Exhibit B, the current annualized GHAD expenses are estimated at \$164,554, which does not include accumulating funds for achieving the target reserve described below.

It appears that routine maintenance of some GHAD-maintained improvements has been deferred. Since a major benefit of being within a GHAD is the ability to conduct preventive maintenance and, therefore, likely reduce repair costs, this reserve study anticipates a prudent level of scheduled preventive maintenance.

Large-Scale Repair

As identified in the referenced Tryhorn Site Visit report, significant erosion and slope instability events have occurred within Magee Ranch during high precipitation periods, which occurred in 1997-98, 2002, 2012, and in 2016-17. In addition, a heavy rainfall period occurred in 2023, as identified in the Cal Engineering and Geology reports. Since the GHAD’s formation in 1992, a high-precipitation event has occurred on average every 6 years. While expense information was not available for 1997-98, 2002, or 2012, we reviewed the 2017 financial statement and the referenced B.C. McCosker and ENGEEO bids for repairs from the 2023 repairs for these events, which were \$99,135 and approximately \$1.1M, respectively. For this reserve study, we have estimated a large-scale landslide or other geologic hazard (estimated at \$200,000 in FY 2023/24 dollars every 8 years). As shown in the Estimated Expense section, we have provided \$37,500 annually for minor repairs as may occur in average or below average rainfall years.

Although the Magee Ranch GHAD had a reserve balance of approximately \$254,000 as of July 1, 2023, we understand that current expenses to complete ongoing repairs will exhaust these funds and will likely require additional funding, which would be obtained through HOA fees. For the purposes of this reserve study, we assumed no reserve funds are available to the GHAD at the start of the analysis.

RESERVE ESTIMATION AND METHODOLOGY

For this reserve study, we estimated the reserve appropriate for the Magee Ranch GHAD using the following factors from the attached paper titled, “Estimating an Appropriate GHAD Reserve” dated July 6, 1999 (Exhibit C).

- Number of assessed units (n)
- Level of geotechnical risk within the development boundaries (g)
- Average value of assessed properties (v)
- Relative density of construction (d)

Table 1 provides the inputs and target reserve amounts used in the calculation.

TABLE 1: Target Reserve Calculations

Magee Ranch Target Reserve	$R=v(d+gn)$
Number of Assessed Units (n)	259
Average Value of each residence (v)	\$2,670,000
Geotechnical Risk Factor (g)	0.002
Density Factor (d)	1
Target Reserve (Rounded)	\$4,053,000

For this analysis, a total of 259 residential units are expected to be subject to the levy of a GHAD assessment. The average value of assessed residential properties is used as a surrogate index to represent local construction costs over time. The average value of assessed properties is based on current values derived from web-based sources.

Items considered in determining the level of geotechnical risk include the following.

- Site geology including seismic hazards
- Corrective grading and other geotechnical mitigation measures
- Proximity of geologic hazards to GHAD-maintained improvements
- Performance of the site improvements

It does not appear that the corrective grading and geotechnical mitigation improvements are significantly different from those completed during the mass grading for the development and as accounted for in the initial projected budget included in the Plan of Control. Likewise, the proximity of geologic hazards to GHAD-maintained improvements does not appear significantly different from those encountered during mass grading for the site. The geotechnical risk factor used in the target reserve calculation ranges between 0.001 to 0.01, where 0.001 represents the lowest risk and 0.01 represents a site with the highest risk.

The relative density of construction is the maximum number of units expected to be impacted by a major geologic event. The existing configuration of the development footprint is similar to that on the site plans available at the time of the initial mass grading.

Based on these parameters, we estimate that an appropriate long-term reserve for the GHAD for 259 units would be approximately \$4,053,000 in current dollars. The \$4,053,000 reserve amount would allow the GHAD to respond to anticipated events within the GHAD, while still having funds to continue its other administration, maintenance, and monitoring functions.

DISCUSSION AND CONCLUSIONS

Based on the assumptions listed above, an annual assessment of \$648 per unit per year would be required to fund the GHAD's responsibilities, excluding the accumulation of what we consider a prudent target reserve. To fund the GHAD's responsibilities as outlined in the Plan of Control and achieve an adequate target reserve of approximately \$4,053,000 over a 40-year period, we recommend an annual assessment of \$1,117 per residential lot per year in 2023/24 dollars. The proposed initial assessment level will be automatically adjusted annually on June 30 to reflect the percentage change in the San Francisco-Oakland-Hayward Consumers Price Index for All Urban Consumers.

As noted above, higher real rates of return decrease the assessment necessary to support the operations of the GHAD and maintain an appropriate target reserve. If the real rate of return is negative, as is projected in this reserve study, a portion of the assessment is applied to achieving and maintaining constant-dollar value for the target reserve funds. With the assumptions used in this reserve study, for each increase of 1% in the long-term real rate of return on GHAD reserves, the assessment would be lowered by approximately \$100 per residential unit annually.

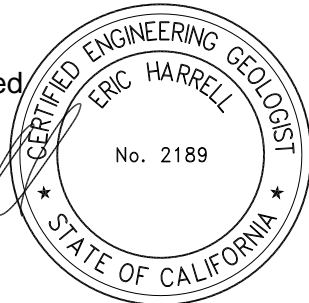
If you have any questions regarding the contents of this letter, please do not hesitate to contact us.

Sincerely,

ENGEO Incorporated



Eric Harrell, CEG



Uri Eliahu, GE

eh/ue/ar

Attachments: Selected References

Exhibit A: Expense Details

Exhibit B: Pro Forma Budget with \$4,053,000 Reserve Target (2023/24 dollars)

Exhibit C: Estimating an Appropriate GHAD Reserve

Magee Ranch Geologic Hazard Abatement District

Estimated Budget - October 9, 2023

FISCAL YEAR (Starting July 1)	<u>2023</u>	<u>2024</u>	<u>2025</u>	<u>2026</u>	<u>2027</u>	<u>2028</u>	<u>2029</u>	<u>2030</u>	<u>2031</u>	<u>2032</u>	<u>2033</u>	<u>2034</u>	<u>2035</u>	<u>2036</u>	<u>2037</u>	<u>2038</u>
Cumulative No. of Units (Equivalent)	259	259	259	259	259	259	259	259	259	259	259	259	259	259	259	259
A. INCOME																
Assessment	289,284	296,516	303,929	311,528	319,316	327,299	335,481	343,868	352,465	361,276	370,308	379,566	389,055	398,782	408,751	418,970
B. PROJECTED EXPENSES																
1. Administration and Accounting	30,359	31,118	31,896	32,693	33,511	34,348	35,207	36,087	36,989	37,914	38,862	39,834	40,829	41,850	42,896	43,969
Solano County Assessor's Fees	4,918	5,041	5,167	5,296	5,428	5,564	5,703	5,846	5,992	6,142	6,295	6,453	6,614	6,779	6,949	7,122
2. Professional Services	12,000	12,300	12,608	12,923	13,246	13,577	13,916	14,264	14,621	14,986	15,361	15,745	16,139	16,542	16,956	17,380
3. Maintenance & Operation	39,261	40,243	41,249	42,280	43,337	44,420	45,531	46,669	47,836	49,032	50,257	51,514	52,802	54,122	55,475	56,862
4. Slope-Erosion Stabilization	37,500	38,438	39,398	40,383	41,393	42,428	43,489	44,576	45,690	46,832	48,003	49,203	50,433	51,694	52,987	54,311
5. Repair	-	-	-	-	-	-	-	-	243,681	-	-	-	-	-	-	-
6. Capital Improvement	20,433	20,944	21,467	22,004	22,554	23,118	23,696	24,288	24,896	25,518	26,156	26,810	27,480	28,167	28,871	29,593
7. Misc. Expenses	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
SUBTOTAL - EXPENSES	144,471	148,083	151,785	155,579	159,469	163,455	167,542	171,730	419,704	180,424	184,935	189,558	194,297	199,155	204,134	209,237
RESERVE	144,813	148,434	152,145	155,948	159,847	163,843	167,939	172,138	(67,239)	180,852	185,374	190,008	194,758	199,627	204,618	209,733
EARNINGS	-	2,172	4,431	6,780	9,221	11,757	14,391	17,126	19,965	19,256	22,257	25,372	28,602	31,953	35,427	39,027
CUMULATIVE RESERVE	144,813	295,420	451,995	614,724	783,792	959,392	1,141,722	1,330,985	1,283,711	1,483,819	1,691,449	1,906,829	2,130,189	2,361,769	2,601,813	2,850,574

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ASSUMPTIONS

Total No. of Units (equivalent)	259
Annual Assessment per Unit	\$1,117
Annual Increase in Assessment	2.50%
Inflation	2.50%
Investment Earnings	1.5%
Initial Seed Fund	\$0
Amount Financed	\$0
Borrowing Rate	8.0%
Term of Loan (yrs.)	10
Frequency of Large-Scale Repair (yrs.)	8
Cost of Large-Scale Repair (current \$)	\$200,000
Assessment Cap (per residential unit)	9999
Expense Deferral Period (Yrs.)	0

<u>ESTIMATED ANNUAL EXPENSES IN 2023/24 DOLLARS</u>	<u>PROFORMA CATEGORY</u>
Administration & Accounting	Administration & Accounting
GHAD Monitoring Program	Professional Services
Sediment/Debris Removal Drainage Improvements	Maintenance and Operation
Sedimentation Basins	Maintenance and Operation
Maintenance Roads	Maintenance and Operation
Subdrains	Maintenance and Operation
Erosion -Slope Stabilization (incl. minor landsliding)	Slope Stabilization and Erosion Protection
Ditch and Storm Drain Replacement	Capital Improvement
Wall Replacement	Capital Improvement
Major Repair (Annualized)	Major Repair
Contingency	Miscellaneous Expenses
TOTAL	

3417.000.001
October 9, 2023

Sinclair Insurance

To The Property Owners Of

Magee Ranch HOA

Insurance Coverage Summary 2022-2023
Civil Code 5300

A. GENERAL LIABILITY INSURANCE

- Name of Insurer: Farmers Insurance Exchange
- Effective Date of Policy: 11/15/2022 to 11/15/2023
- Limits of Liability: \$1,000,000 per Occurrence/\$2,000,000 Annual Aggregate
- General Liability Deductible: None
- Did the Agent/Broker assist the Association in the development of the General Liability Policy Limits? Yes
- If yes, were the recommendations of the Insurance Agent/Broker followed? Yes

B. DIRECTORS & OFFICERS LIABILITY INSURANCE

- Name of Insurer: Farmers-Truck Insurance Exchange
- Effective Date of Policy: 11/15/2022 to 11/15/2023
- Limits of Liability: \$1,000,000 per Loss/\$1,000,000 Each Policy Year
- Deductible: \$1,000

C. UMBRELLA LIABILITY INSURANCE (EXCESS OF A AND B LIMITS)

- Name of Insurer: Farmers Insurance
- Effective Date: 11/15/2022 to 11/15/2023
- Limits of Liability: \$5,000,000 per Occurrence / \$5,000,000 Annual Aggregate
- SIR Limit - \$10,000

D. PROPERTY INSURANCE

- Name of Insurer: Farmers-Truck Insurance Exchange
- Effective Date of Policy: 11/15/2022 to 11/15/2023
- Property Coverage Limits: \$625,000
- Property Coverage Deductible: \$1,000
- Person or Entity responsible to pay the Property Insurance Deductible in the event of a Loss: Association or Owner
- Does the Property Insurance extend to the Real Property Improvements of Separate Interest? NO

E. FIDELITY BOND INSURANCE

- Name of Insurer: Farmers-Truck Insurance Exchange
- Effective Date of Policy: 11/15/2022 to 11/15/2023
- Limits of Coverage: \$700,000
- Deductible: \$1,000

F. WORKERS' COMPENSATION

- Name of Insurer: Farmers Insurance
- Effective Date of Policy: 11/15/2022 to 11/15/2023
- Limits of Liability: \$1,000,000

(888) 803-1790 Toll Free Phone & Fax
License Number 0773599

Sinclair Insurance

Magee Ranch HOA

Insurance Coverage Summary 2022-2023

Civil Code 5300

This summary of the association's policies of insurance provides only certain information, as required by Section 5300 (b) (9) (operative 1/1/2021) of the California Civil Code and should be considered a substitute for the complete policy in terms and conditions contained in the actual policies of insurance. Any association member may, upon request and provision of reasonable notice, review the association's insurance policies and upon request and payment of a reasonable duplication charges, obtain copies of those policies. Although the association maintains the policies of insurance specified in the summary, the association's policies of insurance may not cover your property, including personal property or real property improvements to or around your dwelling, or personal injuries or other losses that occur within or around your dwelling. Even if a loss is covered, you may nevertheless be responsible for paying all or a portion of any deductible that applies. Association members should consult with their individual insurance broker or agent for appropriate additional coverage.



M A G E E R A N C H

HOMEOWNERS ASSOCIATION

c/o Homeowner Association Services ♦ 2266 Camino Ramon, San Ramon, CA 94583
Telephone: (925) 830-4848 ♦ Fax: (925) 830-0252 ♦ Email: slint@hoaservices.net

The below information and attached documents are prepared and forwarded to you in compliance with California's Civil Code Section 5310.

Official communications to the Association shall be addressed to:

Magee Ranch Homeowners Association
c/o Stacey Lint
2266 Camino Ramon
San Ramon, CA 94583

General notices for the Association shall be posted on the Association's website, www.MageeRanchHOA.com. Each member has the right to receive general notice by individual delivery and to have notices sent to up to two different specified addresses, if so requested in writing.

The following notices are attached:

- Notice of a member's right to receive copies of meeting minutes, pursuant to subdivision (b) of Section 4950: The Association will produce copies of minutes, minutes proposed for adoption marked to indicate draft status, or a summary of the minutes of any meeting of the Board of Directors of the Association, other than an Executive Session. Copies shall be available to members within thirty (30) days of the meeting.
Association members may request copies of minutes of the meetings, but must do so in writing and provide the management company with sufficient notice within which to reproduce applicable copies. The management company may recover costs associated with reproducing the meeting minutes and the cost of mailing minutes to the member.
Please contact Homeowner Association Services, at 925-830-4848, to obtain a copy of the minutes.
- The statement of assessment collection policies required by Section 5730. The mailing address for overnight payment of assessments is Homeowner Association Services 2266 Camino Ramon, San Ramon, CA 94583.
- A statement describing the Association's policies and practices in enforcing lien rights or other legal remedies for default in the payment of assessments.
- A statement describing the Association's discipline policy, including any schedule of penalties for violations of the governing documents pursuant to Section 5850.
- A summary of dispute resolution procedures pursuant to Sections 5920 and 5965.
- Documents pertaining to membership requirements for association approval of any physical changes to property, pursuant to Section 4765 are available via the website or request from Management at the letterhead address.
- Rules adopted by the Association's Board of Directors, including Election Rules are available via the website or request from Management at the letterhead address.

CHARGES FOR DOCUMENTS PROVIDED
AS REQUIRED BY SECTION 4525*

Document	Civil Code Section	Fee for Document	Not Available (N/A), Not Applicable (N/App), or Directly Provided by Seller (DP)
Articles of Incorporation or statement that not incorporated	§ 4525(a)(1)	\$20	
CC&Rs	§ 4525(a)(1)	\$50	
Bylaws	§ 4525(a)(1)	\$35	
Operating Rules	§ 4525(a)(1)	\$35	
Age Restrictions, if any	§ 4525(a)(2)		N/App
Rental Restrictions, if any	§ 4525(a)(9)	-	
Annual budget report or summary, including reserve study	§§ 5300 and 4525(a)(3)	\$35	
Assessment and reserve funding disclosure summary	§§ 5300 and 4525(a)(4)	-	
Financial statement review	§§ 5305 and 4525(a)(3)	\$35	
Assessment enforcement policy	§§ 5310 and 4525(a)(4)	-	
Insurance summary	§§ 5300 and 4525(a)(3)	\$30	
Regular assessment	§ 4525(a)(4)	-	
Special assessment	§ 4525(a)(4)		N/App
Emergency assessment	§ 4525(a)(4)		N/App
Other unpaid obligations of seller	§§ 5675 and 4525(a)(4)	-	
Approved changes to assessments	§s 5300 and 4525(a)(4), (8)	-	
Settlement notice regarding common area defects	§§ 4525(a)(6), (7), and 6100		N/App
Preliminary list of defects	§§ 4525(a)(6), 6000,		DP
Notice(s) of violation	§§ 5855 and 4525(a)(5)	-	
Required statement of fees	§ 4525	-	
Minutes of regular board meetings conducted over the previous 12 months	§ 4525(a)(10)	\$60	
Lender Questionnaire	§ 4525	\$130	Optional
Demand Statement (Statement of Fees)	§ 4525	\$225	

* The information provided by this form may not include all fees that may be imposed before the close of escrow. Additional fees (Transfer Fees) that are not related to the requirements of § 4525 shall be charged separately.

A seller may request to purchase some or all of these documents, but shall not be required to purchase ALL of the documents listed on this form. Discounts are given for bulk purchases. The seller may, in accordance with section 4530 of the Civil Code, provide to the prospective purchaser, at no cost, current copies of any documents specified by Section 4525 that are in the possession of the seller. All documents are ordered through HomeWiseDocs.com

Magee Ranch Homeowners Association
ASSESSMENT COLLECTION POLICY

Notice to Members:

This document sets forth the Association's policy regarding the collection of assessments pursuant to the Association's Declaration of Covenants, Conditions Restrictions, its Bylaws, and California Civil Code sections 1363.05, 1365.1, 1365.2, 1366, 1367 and 1367.1, 1367.4, 1367.5.

1.0 Assessments in General.

The Association has a duty to levy regular and special assessments sufficient to perform its obligations under the governing documents and California law. Regular assessments are determined at least once annually and are payable during the year in Quarterly installments or at other intervals as the Board of Directors shall designate. The Association shall distribute the written notice described in Civil Code section 1365.1 (b) to each member of the Association during the 60-day period immediately preceding the beginning of the Association's fiscal year.

2.0 Obligation to Pay Assessments.

A regular or special assessment and any late charges, reasonable fees and costs of collection, reasonable attorney's fees, if any, and interest, if any, as determined in accordance with Section 1366, shall be a debt of the owner of the separate interest at the time the assessment or other sums are levied. Each assessment or charge is also a lien on the owner's property from and after the time the Association causes a Notice of Delinquent Assessment (Lien) to be recorded with the County Recorder's Office of the County in which the property is located.

3.0 Monetary Charge for Reimbursement to Association for Damage to Common Areas and Facilities

A monetary charge imposed by the Association as a means of reimbursing the Association for costs incurred by the Association in the repair of damage to common areas and facilities for which the member or the member's guests or tenants were responsible may become a lien against the member's separate interest enforceable by the sale of the interest under Sections 2924, 2924b, and 2924c, provided the authority to impose a lien is set forth in the governing documents.

4.0 Monetary Penalty Imposed by the Association as a Disciplinary Measure.

A monetary penalty imposed by the Association as a disciplinary measure for failure of a member to comply with the governing instruments, except for the late payments, may not be characterized nor treated in the governing instruments as an assessment that may become a lien against the member's subdivision separate interest enforceable by the sale of the interest under Sections 2924, 2924b, and 2924c.

5.0 Notice of Assessments:

Not less than 30 days nor more than 60 days before any increase in the regular assessment or any special assessment becomes due, the Association will give the owners notice of the assessment. Notice will be sent by first-class mail to addresses on the membership register as of the date of notice. The Board of Directors may elect from time to time to provide additional periodic statements of assessments and charges, but lack of such statements does not relieve the owners of the obligation to pay assessments.

6.0 Designation of Agent.

The Board of Directors may designate an agent or agents to collect assessment payments and administer this Assessment Collection Policy. Such designated agent may be an officer of the Association, manager, collection service, banking institution, law firm, attorney or other appropriate agent. A.S.A.P. Collection Services at 331 Piercy Road, San Jose, CA 95138 (408) 363-9600 is one of the designated agents authorized to administer this policy. Designation of Agent does not qualify A.S.A.P. as an agent to go to small claims court on behalf of the Association.

7.0 Association Cannot Voluntarily Assign or Pledge the Association's Right to Collect

An Association may not voluntarily assign or pledge the Association's right to collect payments or assessments, or to enforce or foreclose a lien to a third party, except when the assignment or pledge is made to a financial institution or lender chartered or licensed under federal or state law, when acting within the scope of that charter or license, as security for a loan obtained by the Association; however, the foregoing provision may not restrict the right or ability of an Association to assign any unpaid obligations of a former member to a third party for purposes of collection. Subject to the limitations of this subdivision, after the expiration of 30 days following the recording of a lien per the Covenants, Conditions and Restrictions (CCR's), the lien may be enforced in any manner permitted by law, including sale by the court, sale by the trustee designated in the notice of delinquent assessment, or sale by a trustee substituted pursuant to Section 2934a. Any sale by the trustee shall be conducted in accordance with Sections 2924, 2924b, and 2924c applicable to the exercise of powers of sale in mortgages and deeds of trusts. The fees of a trustee may not exceed the amounts prescribed in Sections 2924c and 2924d.

8.0 Due Date/ Delinquency Date of Assessments.

Unless otherwise specified by the Board or the governing documents, an assessment is due on the first of each quarter. An assessment, or any portion thereof, is delinquent if it has not been received as directed by the Board or its designated agent 15 days after it is due.

9.0 Late Charges and Interest on Delinquent Amounts.

Delinquent accounts become subject to the following additional charges as contained in Civil Code section 1366 and the governing documents: costs of collection including reasonable attorney's fees; a late charge of \$10 or 10% of the delinquent assessment, whichever is greater and interest on all sums (including the delinquent assessment, collection fees and costs, and reasonable attorney's fees) at an annual interest rate not to exceed 12.00% commencing 30 days after the assessment becomes due; whether or not charged prior to collection. If it is determined the assessment was paid on time to the association the owner will not be liable to pay the charges, interest, and costs of collection.

10.0 Collection Charges.

Any costs and fees incurred in setting up, processing and collecting delinquent amounts, including, without limitation, late charges, statement charges, monthly administrative charges, charges for preparation of delinquency notices or forward to collection charges, or request for a payment plan as well as the recordation of a lien or initiation of foreclosure proceedings, postage, copies, envelopes, labels, filing and recordation charges, delivery charges, and attorney's fees and costs, title searches, bankruptcy searches, pulling copies of grant deeds or property ownership history, address and or phone number verification searches, in addition to any other charges necessary to collect a delinquent assessment shall become an additional charge against the owner and the owner's property and shall be subject to collection action pursuant to this Policy.

11.0 Application of Payments.

Neither the Association nor its designated agent has any obligation to accept partial payments on an assessment account. Unless stated otherwise in writing, partial payments accepted will be applied first to the oldest assessments owed, and, only after the assessments owed are paid in full will the payments be applied to the fees and costs of collection, attorney's fees, late charges, or interest. Owners may request a receipt and the association shall provide it. The receipt shall indicate the date of payment and the person who received it. Payments may be required to be made in certified funds, e.g. cashier's check or money order.

12.0 Initial Delinquency Notice.

Once an assessment, or any portion thereof, has become delinquent, the owner may receive an initial delinquency notice stating all amounts past due and any known collection charges imposed as of the date of the notice, which may be in the form of a letter, monthly statement, past due notice, or any other form of writing or notice from the Association or its designated agent.

13.0 Notice of Intent to Record a Lien.

If an assessment account remains unpaid for 45 days after it is due, the Association or its designated agent shall, at least 30 days prior to recording a lien upon the separate interest of the owner of record, notify the owner in writing by certified mail all of the notice requirements pursuant to Civil Code Section 1367.1. Prior to recording a lien for delinquent assessments, the owner has the right to request to participate in dispute resolution pursuant to the Association's "Meet and Confer" program required in Article 5 (commencing with Section 1363.810) of Chapter 4 of Civil Code. A copy of the "Meet and Confer" procedure is attached to this collection policy as an ADDENDUM titled "Dispute Resolution, Meet And Confer, And ADR."

14.0 Recording of Lien.

At the expiration of 30 days following the Notice of Intent to Record a Lien, the Association or its designated agent will without further notice to the owner, record a lien against the owner's property. The notice of delinquent assessment shall be mailed in the manner set forth in Section 2924b, to all record owners of the owner's interest in the common interest development no later than 10 calendar days after recordation.

15.0 Association Lien Subordination.

Association Lien Subordination. A lien created pursuant to 14.0 Recording of Lien shall be prior to all other liens recorded subsequent to the notice of assessment, except that the declaration may provide for the subordination thereof to any other liens and encumbrances.

16.0 Recording of Release of Lien.

A release of lien will not be recorded until the entire balance of the owner's account is paid in full. All charges incurred in recording a Release of Lien, including reasonable attorney or agent fees and costs, will be charged to the account. Within 21 days of the payment of the sums specified in the notice of delinquent assessment, the association shall record or cause to be recorded in the office of the county recorder in which the notice of delinquent assessment is recorded a lien release or notice of rescission and provide the owner of the separate interest a copy of the lien release or notice that the delinquent assessment has been satisfied.

17.0 Lien Recorded In Error.

If it is determined that a lien previously recorded against a separate interest was recorded in error, the party who recorded the lien shall, within 21 calendar days, record or cause to be recorded in the office of the county recorder in which the notice of delinquent assessment is recorded, a lien release or notice of rescission and provide the owner of the separate interest with a declaration that the lien filing or recording was in error and a copy of the lien release or notice of rescission.

Date Adopted 9/22/06

18.0 Foreclosure.

Judicial or Non Judicial foreclosure proceedings may not begin until the amount of the delinquent assessments secured by the lien, exclusive of any accelerated assessments, late charges, fees and costs of collection, attorney's fees, or interest, equals or exceeds one thousand eight hundred dollars (\$1,800) or the assessments are more than 12 months delinquent. Prior to initiating a foreclosure for delinquent assessments, the association will offer the owner and, if so requested by the owner, shall participate in dispute resolution pursuant to the association's "Meet and Confer" program required in Article 5 (commencing with Section 1363.810) of Chapter 4 of Civil Code or alternative dispute resolution with a neutral third party pursuant to Article 2 (commencing with Section 1369.510) of Chapter 7 of Civil Code. The decision to pursue dispute resolution or a particular type of alternative dispute resolution shall be the choice of the owner, except that binding arbitration shall not be available if the association intends to initiate a judicial foreclosure. A copy of the "Meet and Confer" Procedure is attached to this collection policy as an ADDENDUM titled "Dispute Resolution, Meet And Confer, And ADR."

19.0 Deed in Lieu of Foreclosure.

Nothing in this section or in subdivision (a) of Section 726 of the Code of Civil Procedure prohibits actions against the owner of a separate interest to recover sums for which a lien is created or prohibits an association from taking a deed in lieu of foreclosure.

20.0 Payment Plan Agreement.

An owner of a separate interest may submit a written request to meet with the Board of Directors to discuss a payment plan agreement to allow the owner to make periodic partial payments on the entire balance of the assessment account in addition to assessments that will accrue during the payment plan period. The Association has no obligation to enter into such a payment agreement. If the Association accepts an agreement with the owner it shall be reasonable, as determined by the Board in its sole discretion, and in accordance with the standards for payment plans, if any exist. The payment agreement shall be in writing and will include a provision that additional late fees shall not accrue during the payment plan period if the owner is in compliance with the terms of the payment plan. Interest and administrative charges will accrue until the account is paid in full. The agreement will also include a provision that in the event of a default on the payment plan, the Association may resume its efforts to collect the delinquent assessments from the time prior to entering into the payment plan. A lien will be recorded against the property to secure debt for the Association. The owner will be charged for the additional collection fees and costs to administer the payment plan. Payment plan requests outside of the Association's payment plan standards will require that the Board meet with the owner in executive session within 45 days of the postmark of the request, if the request is mailed within 15 days of the date of the postmark of the 13.0 Notice of Intent to Record a Lien unless there is no regularly scheduled board meeting within that period, in which case the board may designate a committee of one or more members to meet with the owner.

21.0 Validation of Debt.

Unless an owner disputes the validity of the debt, or any portion thereof, within thirty (30) days after receipt of the notice pursuant to 13.0 Notice of Intent to Record a Lien, the debt will be assumed to be valid. Validation of the debt will be provided in writing, at no additional cost to the owner and will include 1) an itemized statement of the charges owed by the owner, including items on the statement which indicate the amount of any delinquent assessments, the fees and reasonable costs of collection, reasonable attorney's fees, any late charges, and interest, if any 2) the Association's name and 3) the Association's mailing address.

22.0 Disputes.

Federal law states that initial dispute can be either oral or in writing. State law requires disputes to be in writing. It is therefore recommended that all disputes be put in writing to avoid misunderstanding.

23.0 Dispute Resolution Procedure, Meet And Confer.

An owner has the right to dispute the assessment debt by submitting a written request for dispute resolution to the Association pursuant to the Association's "Meet and Confer" program required in Article 5 (commencing with Section 1363.810) of Chapter 4 of the Civil Code. A copy of the "Meet and Confer" Procedure is attached to this collection policy as an ADDENDUM titled "Dispute Resolution, Meet And Confer, And ADR."

24.0 ADR - Alternative Dispute Resolution.

An owner has the right to request alternative dispute resolution with a neutral third party pursuant to Article 2 (commencing with Section 1369.510) of Chapter 7 of the Civil Code before the Association may initiate foreclosure against the owner's separate interest, except that binding arbitration shall not be available if the Association intends to initiate judicial foreclosure. A summary of the ADR - Alternative Dispute Resolution CC 1369.520 is attached as an ADDENDUM to this policy titled "Dispute Resolution, Meet And Confer, And ADR."

25.0 Owner has Right to Request Meeting with Board.

An owner has the right to request a meeting with the board. The board shall meet with the owner in executive session within 45 days of the postmark of the request, if the request is mailed within 15 days of the date of the postmark of the notice 13.0 Notice of Intent to Record a Lien, unless there is no regularly scheduled board meeting within that period, in which case the board may designate a committee of one or more members to meet with the owner.

26.0 Owner has Right to Review Association Records.

Owner has the right to review the Association records, pursuant to Section 1365.2 of the Civil Code. Owner should contact the Association's managing agent for the policies and procedures set forth to inspect the records.

27.0 Resolution Of Assessment Dispute By Alternative Dispute Resolution – Civil Code Section 1366.3 – is repealed effective January 1, 2006.**28.0 Other Remedies.**

The Association reserves the right to avail itself of any other remedy permitted by law and the Association's governing documents to collect assessments and related costs and charges, including but not limited to bringing an action in Small Claims or Superior Court. Such remedies may be taken in addition to, or in lieu of, any action already taken, and commencement of one remedy shall not prevent the Association from electing at a later date to pursue another remedy.

29.0 Address of the Association and the Board of Directors.

Homeowner Association Services
2266 Camino Ramon
San Ramon, CA 94583
Phone: (925) 830-4848

30.0 Returned Payments.

Payments returned for insufficient funds, closed account, stop payment or for any other reason will be charged back to the owners account in addition to any administrative fee, bank fee or collection fees and costs incurred to handle the returned payment. Personal checks will not be accepted if two payments are "Returned" by the bank for any reason.

31.0 Sufficiency of Notice.

Except for notice that under California law must be sent by certified mail, notice is sufficient if either hand delivered or mailed first class, postage prepaid, to the owner at the address on the membership register at the time of notice. Notice is presumed received (3) three days after notice was mailed.

32.0 Owner's Change of Address.

Owner is required to notify the Association of any change in the owner's name or mailing address. An owner may provide written notice by facsimile transmission or United States mail to the Association of a SECONDARY ADDRESS. If a secondary address is provided, the Association shall send any and all correspondence and legal notices required pursuant to the article to both the primary and secondary address.

33.0 Void Provisions.

If any provision of this Policy is determined to be null and void, all other provisions of the Policy shall remain in full force and effect.

**Magee Ranch Homeowners
Association Election Rules**



2020

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MAGEE RANCH HOMEOWNERS ASSOCIATION
ELECTION AND BALLOTING PROCEDURES

Approved _____, 2020

The Davis-Stirling Common Interest Development Act (specifically Civil Code Section 5105(a)) requires property owner associations, such as the Magee Ranch Homeowners Association (the “*Association*”), to adopt rules regarding the procedures that the Association will use in the conduct of elections and the qualifications for being a nominee for election to the Board of Directors (collectively “*Election Rules*”).

In compliance with these requirements of the Davis-Stirling Common Interest Development Act (California Civil Code section 4000 et seq; the “*Act*”), the following Election Rules have been adopted by your Board of Directors and will be used for the annual election of directors of the Magee Ranch Homeowners Association, as well as other votes conducted by the Association that are subject to the secret ballot voting rules under Civil Code Sections 5110 through 5145 (see Paragraph 2(d), below).

The procedures set forth below comply with all current requirements of the Civil Code, the Corporations Code, and Association Governing Documents. From time to time the Election Rules may be further amended or supplemented if changes in underlying law occur, or if revisions are needed to reflect any subsequently enacted State of California legislation pertaining to the conduct of elections or voting by common interest owner associations. Civil Code section 5105(h) provides that existing Election Rules cannot be amended at any time within 90 days prior to the date of a scheduled election

Although Civil Code section 5105(a) designates these Election Rules as a form of “*Operating Rules*”, to the extent that any further changes to the Election Rules are undertaken solely to reflect a rule change that is required by law and the Board has no discretion with respect to the rule change, the amendment may be approved on Board action alone and without necessity of complying with Civil Code sections 4360 and 4365 (which require 28 days prior notification to Members of proposed rule changes and which provide Members with the opportunity to challenge proposed changes in existing rules).

1. Useful Terms From The Davis-Stirling Act That Are Used in These Election Rules.

(a) “*General Delivery*” and “*General Notice*” are terms that are defined in Civil Code section 4045 to include these permissible means of providing information by an Association to its Members when the Act specifically approves use of “General Delivery” or “General Notice”: (i) any method provided for delivery of a document by “Individual Notice” (as defined below); (ii) inclusion of a copy of the Election Rules in a billing statement, newsletter,

or other document that is delivered by one of the methods provided in that section of the Act; (iii) posting the printed document in a prominent location in the Common Area that is accessible to all Members, if the location has been designated for the posting of General Notices by the Association in the Association's Annual Policy Statement; or (iv) if the Association broadcasts television programming for the purpose of distributing information on Association business to its Members, by inclusion in the programming. If a particular Member specifically requests that Individual Notice be used to send information or documents to that Member, then some form of Individual Notice must be used.

(b) “*Individual Delivery*” and “*Individual Notice*” are terms that are defined in Civil Code section 4040 to include the following methods for the delivery of documents and/or notices to the Members when required by the Act: (i) first-class mail, postage prepaid, registered or certified mail, express mail, or overnight delivery by an express service carrier. The document shall be addressed to the recipient at the address last shown on the books of the association; or (ii) e-mail, facsimile, or other electronic means, if the recipient has consented, in writing or by email, to that method of delivery. The consent to receive documents and notices by electronic means may be revoked by the recipient, in writing or by email addressed to the Association.

2. **General Election Rules Requirements.** In accordance with Civil Code section 5105(a), the Association is required to adopt operating rules for the conduct of elections that do all of the following:

(a) Equal Access to Association Media. Civil Code section 5105(a)(1) instructs that owner associations must ensure that if any candidate or member advocating a point of view is provided access to association media, newsletters, or Internet Websites during a campaign, for purposes that are reasonably related to that election, equal access shall be provided to all candidates and members advocating a point of view, including those not endorsed by the Board, for purposes that are reasonably related to the election. The Association shall not edit or redact any content from these communications, but may include a statement specifying that the candidate or member, and not the association, is responsible for that content. It is not the current policy of the Association to provide candidate access to Association media, newsletters, bulletin boards, or internet websites during a campaign. This action is intended to eliminate any perception of support by the Board for particular candidates or favoritism in the election process.

(b) Access to Association Meeting Space. In accordance with Civil Code section 5105(a)(2) the Association ensures access to the Common Area meeting space, if any exists, during a campaign, at no cost, to all candidates, including those who are not incumbents, and to

all members advocating a point of view, including those not endorsed by the Board, for purposes reasonably related to the election.

(c) Prohibition on the Use of Association Funds in Elections. Civil Code section 5135 provides that Association funds cannot be used for campaign purposes in connection with any Association Board election and Association funds may only be used in connection with other Association elections if necessary to comply with the duties of the Association imposed by law.

(d) Most Association Member Votes and Elections Must Be Conducted by Use of a Mailed, Secret Ballot Voting Procedure. Civil Code section 5200(a) now requires that practically all significant actions and approvals requiring a vote of the Members be conducted by use of a secret mailed ballot in accordance with the procedures set forth in Civil Code sections 5110 (dealing with the powers and duties of Inspectors of Elections – see Paragraph 5, below), 5115 (rules for the conduct of elections and the ballot mailing procedures), 5120 (the procedures for the tabulation of the secret ballots), and 5125 (the requirements for retention of ballots following an election). These secret ballot voting rules apply to these director elections and to several other important matters that require the prior approval of the Association's Members:

- (i) The election of directors (unless the Governing Documents say that every owner of a Lot is a member of the Board of Directors The election of directors (unless the Governing Documents say that every owner of a Lot is a member of the Board of Directors);
- (ii) Member votes to remove one or more directors from office;
- (iii) Votes to approve increases in Regular Assessment or to approve Special Assessments when Member approval is required under Civil Code section 5605(b);
- (iv) Any Vote to amend the Governing Documents; and
- (v) Any vote to grant exclusive use common areas to a particular Member or Members (when the Exclusive Use Common Area was not created by the original Governing Documents).

The procedures that must be followed to properly conduct a Member vote by use of a mailed secret ballot vote are set forth in Paragraphs 4 (“*General Secret Balloting Requirements*”) and 5 (“*Duties and Responsibilities of the Inspectors of Elections*”), below.

3. **Qualifications for Candidates.** Association Election Rules must state the qualifications for individuals who wish to be candidates for election to the Board and procedures for the nomination of candidates, consistent with the Governing Documents and the

Davis-Stirling Act. The Act permits only the following qualifications to be imposed on persons who desire to declare their candidacy for election to the Board:

(a) Members have the right to self-nominate themselves, as an alternative to being selected or recruited by the Association's nominating committee;

(b) A person is disqualified from nomination as a candidate if that person is not a Member at the time of nomination;

(c) If title to a Lot is held by an entity, rather than an individual, the governing body of the entity can appoint a natural person to be a member and a candidate. Although not required by the election provisions of the Act, it is strongly recommended that an entity-Member appoint a representative that is in an executive capacity within the entity organization and with authority to make binding decisions on behalf of the entity);

(d) Civil Code sections 5100(g)(3)(B)(ii) and 5105(c)(1) provide that owner associations may require a nominee for election to the Board (and also for continued service as a director) to be current in the payment of Regular and Special Assessments. That is the policy of this Association. If an announced candidate has paid his or her regular assessment or special assessment under protest, as permitted by Civil Code section 5658) or the nominee is participating in a Board-approved payment plan to retire delinquent assessments (Civil Code section 5665) that person is an eligible nominee. A nominee is not disqualified for nonpayment of fines, fines renamed as assessments, collection charges, late charges, or costs levied by a third party (Civil Code sections 5100(g)(3)(B)(II) and 5105(d)). If an announced nominee is delinquent in the payment of regular or special assessments but has been denied the right to participate in internal dispute resolution (Civil Code sections 5900 through 5915) to discuss a payment plan to retire the delinquency in accordance with Civil Code section 5665) the person's status as a nominee is valid.

(e) The Act provides that a person may be disqualified as a candidate if that person would be serving on the Board at the same time as another person who holds a joint ownership interest in the same Lot (Civil Code section 5105(c)(2)). It is the policy of this Association to adhere to this rule and the rule is interpreted to also include the prohibition of two spouses or same sex partners from serving on the Board at the same time.

(f) A nominee is disqualified if that person has been an Association Member for less than a year (Civil Code section 5105(c)(3)).

(g) Finally, the Act says that an Association may disqualify any nominee if the nominee discloses or the Association becomes aware of a past criminal conviction that would (if

the person was to be elected) prevent the Association from obtaining fidelity bond coverage or terminate existing bond coverage (Civil Code sections 5100(g)(3)(B)(i) and 5105(c)(4)).

(h) Because of the difficulties associated with the mailed secret ballot voting process it is not the policy of this Association to prepare the ballot form in a manner that includes a space for write-in candidates.

4. **Voting Rights of Members.** Civil Code section 5105(g) requires association Election Rules to do all of the following:

(a) No Member may be denied a ballot for any reason other than not being a Member at the time that ballots are distributed in an election;

(b) If a Member has issued a general power of attorney to another person to represent the Member for purposes of voting in an election, the holder of the power of attorney cannot be denied a ballot, although the Association is entitled to receive a copy of the power of attorney. So long as the holder of the power of attorney returns the ballot prior to the deadline for voting, but ballot must be counted;

(c) The Election Rules must require the Inspector or Inspectors of Elections (see Paragraph 5, below) to deliver, or cause to be delivered, to each Member the following documents at least 30 days prior to the date of the election:

(i) the ballot or ballots. In an election to approve an amendment of the Governing Documents, the text of the proposed amendment shall be delivered to the Members with the ballot (Civil Code section 5115(g));

(ii) a copy of these Election Rules (which may be posted on the Association's website or sent by some form of Individual Delivery. If posted the Website must say: "Election Rules may be found here.").

(iii) Candidates for election to the Board of Directors are invited to submit a statement not to exceed 300 words with photo that will be included with the ballot package. The Association cannot edit or redact any content received from any candidate, but the Association can include a statement indicating that the candidate, and not the Association, is responsible for the content of the candidate's statement.

5. The Requirements for Conducting a Vote by Secret Mailed Ballot.

Use of Secret Ballots and Ballot Completion Requirements. The secret ballot voting procedures set forth in Civil Code section 5115 require associations to conduct a vote by mailed secret ballot in accordance with subparagraphs (a) through (f), below:

(a) Notice of the Procedures and Deadlines for Submitting a Nomination for Election to the Board. Owner Associations must provide general notice to all Members of the procedures and the deadline for submitting a nomination for election to the Board at least 30 days before the stated deadline for submitting a nomination. Any Member who has requested to receive this information by some form of Individual Delivery is entitled to notice in that fashion.

(b) Obligation to Provide Notice to All Members of Election and Balloting Requirements Prior to the Distribution of Ballots. Civil Code section 5115(b) provides that owner associations must provide, by some form of General Notice, all of the following to Members at least 30 days before the ballots are distributed:

- (i) The date and time by which, and the physical address where, ballots are to be returned by mail or handed to the inspector or Inspectors of Elections appointed by the Board of Directors (see Paragraph 5, below);
- (ii) The date, time, and location of the meeting at which ballots will be counted.
- (iii) The list of all candidates' names that will appear on the ballot.

If a particular Member requests that this voting information be provided to that Member by Individual Notice, then some form of individual notice must be used.

(c) Description of the Secret Balloting Distribution Process. Civil Code section 5115(c) sets forth these rules and procedures for the distribution and return of the secret ballots in those elections or Member votes where the secret ballot voting process is mandated (see Paragraph 1(d), above):

(i) Ballots and two preaddressed envelopes with instructions on how to return ballots shall be mailed by first-class mail or delivered by the Association to every Member not less than 30 days prior to the deadline for voting. In order to preserve confidentiality, a voter may not be identified by name, address, or lot number on the ballot. The Association shall use as a model those procedures used by California counties for ensuring confidentiality of vote by mail ballots, including all of the following:

(ii) The ballot itself shall not be signed by the voter. Instead the ballot shall be inserted into an envelope (the "*Ballot Envelope*") that is sealed and that sealed envelope shall

then be inserted into a second envelope that is sealed. In the upper left hand corner of the second envelope, the voter shall sign the voter's name, indicate the voter's name, and indicate the address or other identifier of the Member's Residence (such as a Lot Number) that entitles the voter to vote.

(iii) The second envelope (the "*Return Envelope*") that is provided to Members in the balloting materials is slightly larger than the Ballot Envelope and must be addressed to the Inspector or Inspectors of Elections, who will be tallying the votes. The Ballot Envelope is inserted in the Return Envelope which is then mailed or delivered by hand to a location specified by the Inspector or Inspectors of Elections. The Member may request a receipt for delivery of the Return Envelope.

(iv) A quorum shall be required for the vote only if so stated in the Governing Documents or other provisions of law. If a quorum is required by the Governing Documents, each ballot received by the Inspector(s) of Elections shall be treated as a Member present at a meeting for purposes of establishing a quorum.

(v) If the Governing Documents permit cumulative voting in the election of directors, then the balloting process must be designed to accommodate cumulative voting. Cumulative voting shall be permitted in the election of directors in accordance with Section 4.05(c) of the Association Bylaws.

(vi) Except for the meeting that is required by Civil Code section 5120(a) to count the votes an election utilizing these secret ballot procedures may be conducted entirely by mail unless otherwise specified in the Governing Documents.

(vi) In an election to approve an amendment of the Governing Documents, the text of the proposed amendment shall be delivered to the Members with the ballot.

(d) The Process for Tabulating Ballots and Announcement of the Results of the Vote. All votes shall be counted and tabulated by the Inspector or Inspectors of Elections, or the designee of the Inspector(s) of Elections, in public at a properly noticed open meeting of the Board or the Members. Any candidate or other Member of the Association may witness the counting and tabulation of the votes. No person, including a Member of the Association or an employee of the management company, shall open or otherwise review any ballot prior to the time and place at which the ballots are counted and tabulated. The Inspector(s) of Elections, or the designee of the Inspector(s) of Elections, may verify the Member's information and signature on the outer envelope prior to the meeting at which ballots are tabulated. Once a secret ballot is received by the Inspector(s) of Elections that ballot is irrevocable.

The tabulated results of the election shall be promptly reported to the Board of Directors and shall be recorded in the minutes of the next meeting of the Board and shall be available for review by the Members of the Association. Within 15 days following the election, the Board shall give General Notice to the Members of the tabulated results of the election.

(e) Determination of Election Results/Succession to Office. The candidates receiving the highest number of votes, up to the number of vacancies to be filled in the election, shall be elected as directors and shall take office immediately following their election. In the event there is a tie vote, the tie shall be broken by random drawing.

(f) Retention of Election Materials and Access to Ballot Information by Members. Civil Code section 5105(a)(7) requires Association to retain, as part of the Association's election materials (as defined in Civil Code section 5200(e)¹, both a candidate registration list and a voter list. The voter list must include name, voting power, and either the physical address of the voter's separate interest, the parcel number, or both. The mailing address for the ballot shall be listed on the voter list if it differs from the physical address of the voter's Residence or if only the Lot number is used. This Association permits its Members to verify the accuracy of their individual information on both lists at least 30 days before the ballots are distributed. The Association or Member are obligated to report any errors or omissions to either list to the Inspector(s) of Elections, who shall then make the corrections to the list within two (2) business days.

6. **Inspectors of Elections; Powers and Duties.** Civil Code sections 5105(a)(5) and 5110(A) require owner associations to appoint either one or three Inspectors of Elections to oversee the election and voting process and the tabulation of ballots and announcement of the results of the election (in elections that must be conducted through the use of a mailed secret ballot). It is the policy of this Association that the Inspector or Inspectors shall be selected by the Board of Directors at a meeting that is open to the Members. In accordance with Civil Code section 5110, the persons appointed as Inspectors of Election must be "independent third parties" which means that they cannot be a person or an entity that is currently employed or under contract to the Association for any compensable services other than serving as an Inspector of Elections. Eligible persons include (but are not limited to): a poll worker with the county registrar of voters, a licensee of the California Board of Accountancy (so long as that person is not providing services to the Association other than being an Inspector of Elections), or a notary public.

¹ Civil Code section 5200(e) is problematic, in that it defines the term "Association Election Materials" in the context of Member Inspection rights under Civil Code sections 5200 through 5240. In that context the term includes "returned ballots, signed voter envelopes, the voter list of names, parcel numbers, and voters to whom ballots were to be sent, proxies (if any), and the candidate registration list. Singed voter envelopes may be inspected but may not be copied." Isn't the entire goal of the double envelope secret ballot voting process to retain the confidentiality of each Member's vote? Hopefully future legislation will add clarity to that issue.

Here are the duties and powers of those persons who are appointed by the Board of Directors as Inspectors of Elections, which powers and duties must be performed in good faith, to the best of the abilities of the Inspector or Inspectors, and as expeditiously as practical, and in a manner that protects the interests of all Members of the Association (Civil Code section 5110 and also Civil Code section 5105(a)(4)):

- (a) Determine the number of memberships entitled to vote and the voting power of each membership.
- (b) Determine the authenticity, validity, and effect of proxies, if any. Pursuant to Amendments to the Association Bylaws, use of proxies in connection with membership meetings and membership votes is expressly prohibited.
- (c) Receive ballots.
- (d) Hear and determine all challenges and questions in any way arising out of or in connection with the right to vote.
- (e) Count and tabulate all votes.
- (f) Determine when the polls shall close, consistent with the Governing Documents and Civil Code section 5115, subparagraphs (a) and(b);
- (g) Determine the tabulated results of the election (with that tabulation being conducted either by the Inspector(s) of Election or the designee of the Inspector(s) of Election in public at a properly noticed open meeting of the Board or the Members (Civil Code section 5120)). The tabulated results of the election must be reported to the Board promptly and recorded in the next meeting of the Board;
- (h) Comply, in a timely manner, with the election document distribution requirements at least 30 days prior to the election date, that are set forth in subparagraph (e)(iii), above, and Civil Code section 5105(g)(4); and
- (i) Perform any acts as may be proper to conduct the election with fairness to all Members in accordance with the Davis-Stirling Act election provisions (Civil Code sections 5100 through 5145). the Corporations Code, and all applicable rules of the Association regarding the conduct of the election that are not in conflict the Davis-Stirling Act.

OTHER COMMON ELECTION RULES
THAT ARE NOT MANDATED BY THE DAVIS-STIRLING ACT:

7. **Campaign Signs.** Campaign signs may not be erected or maintained on any portion of the Common Areas of Magee Ranch. Campaign signs on a candidate's Lot or Residence or on other Lots or Residences (with the permission of the Owners of such Lots), shall comply with the requirements listed on the candidate instruction form and shall be removed no later than 10 days following the date of the election.

8. **Provision of Mailing Labels.** Candidates and other Members are entitled to purchase labels from the Association for mailing election materials by paying the fee currently in place at the time a request for mailing labels is made. Payment must be made at the time the labels are ordered.

9. **Proxy Voting and Cumulative Voting.** The secret ballot voting requirements of the Davis-Stirling Common Interest Development Act do not prohibit the use of proxy voting (subject to certain constraints imposed by Civil Code section 5130). Use of proxies in connection with membership meetings and membership votes is expressly prohibited. Cumulative voting is permitted in the election of directors in accordance with Section 4.05(c) of the Association's Bylaws.

10. **Election of Directors by Acclamation.** When, as of the close of nominations for candidates for election to the Board of Directors the number of eligible director nominees does not exceed the number of vacancies on the Board that are to be filled in the election (as determined by the Inspector or Inspectors of Election) the director nominees shall be deemed to have been elected to office without necessity of distributing secret, mailed ballots so long as the Association has given all Members Individual Notice of the election and notice of the procedures for nominating candidates at least thirty (30) days prior to the close of nominations and the Association permits all qualified candidates to run, once nominated. The report of the Inspector or Inspectors of Election on the applicability of using the election by acclamation process shall be announced at a duly noticed Open Meeting of the Board and shall be noted in the minutes of that meeting.

REPRESENTATIVE TIMELINE FOR THE CONDUCT OF
ASSOCIATION ELECTIONS

Computing the election deadline requirements is an exercise in "back-timing", meaning that you need to start with the date that is established for the conclusion of balloting in the election or other member vote and the tabulation of ballots and announcement of the results of the voting by the Inspectors of Election. Associations need at least two election time-lines to

follow, one for director elections where the law imposes deadlines for notifying Members of nomination deadlines, and another for votes on other matters like Governing Document amendments and Assessment increases, where there are fewer fixed deadlines, but a secret mailed ballot is required.

In the case of director elections, many commentators recommend that the date for conclusion of the election process should be 105 days after the Association sends Members Individual Notice of the election and the procedures for nominating candidates (which notice must be sent 30 days before the deadline fixed for the close of nominations) (Civil Code section 5100(g)). A sample timeline for director elections is provided below.

Civil Code section 5115(b) obligates the Association to provide General Notice to all Members at least 30 days before ballots are distributed informing Members of (i) the date, time and place where ballots must be returned to the Inspectors of Election; (ii) the date, time and location of the meeting at which the ballots will be counted (which can be after the deadline for casting ballots); (iii) the list of candidates names that will appear on the ballot. It is recommended that this publishing date be at least 5 days following conclusion of the nominating deadline. Bear in mind also that Civil Code 5105(a)(7) states that Members have the right to verify their personal information on both the candidate registration list and the “member voter list” at least 30 days before ballots are distributed, so that reminder ought to be included in this General Notice.

Although Civil Code section 5110 requires owner associations to appoint one or three Inspectors of Election, no stated deadline is imposed for making that selection. However, given the long list of responsibilities that fall on the shoulders of the Inspector or Inspectors of Elections, it is recommended that a selection be made before the 30 day notice required by Civil Code section 5115(b) (preceding paragraph) is issued so that the notice can inform the recipient Members who the identity of the persons or persons who will be the Inspector(s) of Elections.

Then 5105(g)(4) and 5115(c) require the Inspector of Elections to deliver the balloting materials and the election rules to all Members at least 30 days prior to the date of the election (meaning the deadline for voting). Although Civil Code section 5105(g)(4) does not state any particular form of delivery, Civil Code section 5115(c) states that the ballots and the two preaddressed envelopes and voting instructions must be sent by first-class mail or “delivered” to every Member. Individual Delivery is advised.

Once the votes have been tabulated and the results of the election announced, the Board of Directors is obligated to provide General Notice to all Members of the tabulated results of the election.

Sample Timeline for Director Elections

DAYS OUT	DATE	CIVIL CODE	ACTION
105		5115(a)	Association to provide general notice to members of elections and procedures for nominating candidates, as well as deadlines for submitting nominations, at least 30 days before close of nominations.
90		5105(h)	Last day to amend election operating rules.
75			Nomination period closes. Association to appoint Inspector of Elections.
65		5115(b)	Association to provide general notice to members to include: (A) date, time and place for return of ballots; (B) date, time and place for counting of ballots; (C) a list of all candidates' names that will appear on the ballot.
60		5105(a)(7)	Association to permit members to verify accuracy of individual information on voter and mailing lists at least 30 days prior to distribution of ballots.
30		5115(c); 5105(g)(4)	5115(c): Distribution of ballots and two pre-addressed envelopes not less than 30 days prior to the deadline for voting. 5105(g)(4): Inspector to deliver or cause to be delivered: (i) the ballot or ballots; (ii) a copy of the election operating rules (via website or Individual Delivery).
0		5120(b)	Deadline for submission of ballots. Annual Meeting scheduled for _____, 2020.
+15		5120(b)	Association to provide general notice of election results.
+380		5145; 5125	5145: Earliest limitations period for Member to bring action on violation of election operating rules. 5125: Earliest day Inspector may transfer custody of the sealed ballots, signed voter envelopes, voter list, proxies (if any), and candidate registration list to the Association.

MAGEE RANCH HOMEOWNERS ASSOCIATION

Governing Document Violation and Fining Policy and Schedule of Monetary Penalties

This Governing Document Violation and Fine Policy and Schedule of Monetary Penalties, which is being considered for adoption by the Board of Directors, constitutes the Magee Ranch Homeowners Association proposed policy for imposing sanctions for violations of the Association's governing documents, rules, regulations and policies, pursuant to the Association's Restated Declaration of Covenants, Conditions and Restrictions and Bylaws and California Civil Code Section 1363.

1.0 **Member Responsibility:** Under the Association's governing documents and California law, the owners of lots are members of the Association and are responsible for complying with the governing documents, which include the association's rules, regulations and policies [including architectural rules and procedures].

2.0 **Responsibility for Tenants:** Owners are also responsible for ensuring that their tenants, if any, comply with the governing documents. In the case of violations by tenants who are not members of the Association, the Association will notify the owner of the lot. Any monetary fines for non-compliance will be imposed against the owner/member; any non-monetary penalties, including suspension of the right to use the pool or other Association amenities will be imposed against the lot owner, family members, guests, tenants and their guests.

3.0 **Notice and Hearing:** At least fifteen (15) days before imposing a monetary fine or suspending any rights or privileges of membership, the Board of Directors will notify the member in writing:

- a. Identifying the alleged violation.
- b. Describing the intended or possible sanction(s) if the corrective action is not taken within the prescribed time.
- c. Giving the member the opportunity for a hearing by the Board, either orally or in writing, at least ten (10) days before any sanction is effective.

This notice will be sent by first-class or certified mail to the last address for the member shown on the Association's records.

4.0 **Imposing Sanctions:** the Board may impose one or more sanctions when it has determined that the member or his or her tenants, guests or invitees have committed a violation of a particular governing document provision. Sanctions may be imposed

- a. If the member involved does not appear at the hearing.
- b. If the member does not appear at a hearing when scheduled and does not submit a written explanation to the Board at or before the time scheduled for the hearing.

c. after conclusion of a hearing.

5.0 Sanctions: Sanctions imposed by the Board may include, but are not limited to, imposition of a monetary penalty in accordance with the Schedule of Fines adopted by the Board, and/or suspension of the member's right to vote. In the case of continuing violations such as architectural violations, the Board may impose a monetary penalty and/or suspend rights once every thirty days until the violation is remedied, provided the notice and hearing requirements are complied with each month. Repeated or habitual violations within a 30-day period, such as parking violations, shall not constitute a "continual violation" but shall constitute a separate violation for each instance, and a fine may be imposed for each and every separate violation.

In the case of delinquent assessments, the Board may suspend voting and other membership rights until the delinquent assessment is paid in full.

6.0 Payment of Fines and Costs: Monetary penalties (fines) are due immediately upon imposition by the board. The Association shall use all remedies permitted by law and by the governing documents to enforce collection of fines and costs.

7.0 Enforcement Costs: After the imposition of a fine or the suspension of membership rights, the Association will also charge the member's account for legal fees and other costs incurred by the Association to obtain the member's compliance concerning the violation at issue.

8.0 Schedule of Monetary Penalties fines: The Board of Directors has adopted the following Schedule of Monetary Penalties [also called Schedule of Fines], which will be in effect until changed by action of the Board and subsequent distribution to the Association's members:

First Violation .. \$200.00

Second and Subsequent instances of the same violation .. \$300.00

9.0 Penalties in Addition to Corrective Measures: The imposition of monetary penalties and suspension of membership rights are in addition to the requirement that members comply with the governing documents as required by the Board of Directors. Compliance may include, but is not limited to, correcting, repairing and replacing non-complying conditions, all at the member's cost.

10.0 Other Remedies Including Foreclosure: the Association reserves the right to avail itself of any other remedy permitted by law and by the governing documents to enforce the provisions of the governing documents, rules, regulations and policies of the Association including, but not limited to, imposition, recordation and foreclosure of liens to recover all sums owed; bringing an action in Small Claims, Municipal, or Superior Court, or requesting that the matter be submitted to some form of alternative Dispute Resolution (ADR). Such remedies may be taken in addition to or in lieu of any action already taken, and commencement of one remedy shall not prevent the Association from electing at a later date to pursue another remedy. To the greatest extent permitted by law, all expenses [including the legal fees and costs of mediation, arbitration and litigation] shall be borne by the owner who is deemed or whose property is deemed to be in violation of the Governing Documents.

Rules

for the

**Magee Ranch
Homeowner Association**

MAGEE RANCH HOMEOWNERS ASSOCIATION REMINDER

Parking & Vehicle Regulations

- **Garages must be used for automobile parking/storage and not for storing of household or other items at the exclusion of vehicles.**
- **Cars must be parked in garages. You may park your non-commercial vehicle in the driveway for a period not to exceed 24 hours. It is assumed vehicles parked in the driveway are in daily use, and not being stored on the driveway.**
- **Commercial vehicles may not be parked on the driveway.**
- **The driveway may not be used to store vehicles in disrepair.**
- **On-street parking is for guests only.**
- **Recreational vehicles must be stored off site or otherwise out of view of adjacent properties. The garage may be used for RV storage if there is available space after all cars are parked inside.**

These rules will be enforced without exception using the following procedure:

1. **When Management receives a written complaint of a parking violation giving the date, time address and license number, a letter will be sent to the offending party.**
2. **If Management notices a repeat offense, or if a homeowner calls in a complaint on the same address, the offending party will be asked to attend a Hearing before the Board to discuss the situation.**
3. **If there is a third offense, or if the resident refuses to attend the Hearing, Management will send the offending party a Final Notice and a fine will be levied in the amount of \$25.00 per calendar week (or portion thereof) for non-compliance.**

Please remember that many of the community rules are intended to preserve the aesthetics of the community and make it a desirable place to live, while at the same time protecting property values. As a Magee Ranch homeowner, remember that what you do affects the lives of other homeowners in the community. To this end, we hope everyone will work together in a spirit of cooperation and mutual respect.

MAGEE RANCH HOMEOWNERS ASSOCIATION

FENCE MAINTENANCE, REPAIR AND REPLACEMENT POLICY

It will be the policy of the Board of Directors of the Magee Ranch Homeowners Association that each owner is responsible for the maintenance, repair, and replacement of fencing common to the individual homeowner and the common area. The Association will not participate financially or physically in the foregoing, rather, each owner is responsible for the fence that serves their property. All fences must be maintained, repaired and replaced promptly so as to be in first-class condition at all times. No deferred maintenance of fences is allowed. However, fences that are left in disrepair by the homeowner, or that cause liability for the Association in any manner, may be repaired by the Association at the sole expense of the homeowner following proper Notice of Hearing and Determination by the Board that a Reimbursement Assessment shall be issued.

Approved by the Board of Directors


Secretary

6/1/01
Date

Magee Ranch Owners Association

REQUEST FOR ARCHITECTURAL / LANDSCAPE REVIEW

Homeowners are required to submit property improvement plans to the Association for review and comment prior to beginning the improvements. Each Magee Ranch homeowner is subject to these restrictions. Town of Danville approval and permits may be required but do not constitute approval of Magee Ranch Homeowners Association. Homeowners must disclose on this application the location of any easements on the homeowner's property.

NAME: _____ DATE: _____
(Please Print)

ADDRESS: _____ EMAIL: _____

PHONE: _____
(Home) _____ (Other) _____

Proposed Start Date: _____ Finish Date: _____

CHECK ALL THE FOLLOWING IMPROVEMENT TYPES THAT APPLY TO YOUR REQUEST

HOME IMPROVEMENTS: FRONT YARD BACK YARD SIDE YARD

- | | | | | |
|--|---|---|---|--|
| <input type="checkbox"/> Structural addition | <input type="checkbox"/> Gazebo/Arbor | <input type="checkbox"/> Play structure | <input type="checkbox"/> Storage shed | <input type="checkbox"/> Fence addition |
| <input type="checkbox"/> Deck/Patio | <input type="checkbox"/> Greenhouse | <input type="checkbox"/> Pool/spa | <input type="checkbox"/> Dog run | <input type="checkbox"/> Retaining walls |
| <input type="checkbox"/> Trellis | <input type="checkbox"/> Lighting additions | <input type="checkbox"/> Lighting standards | <input type="checkbox"/> Skylights | <input type="checkbox"/> Solar panels |
| <input type="checkbox"/> Satellite dish | <input type="checkbox"/> Antennae | <input type="checkbox"/> Windows/Doors | <input type="checkbox"/> Gates | <input type="checkbox"/> Painting |
| <input type="checkbox"/> Mail box enclosure | <input type="checkbox"/> Sculptures | <input type="checkbox"/> Garage doors | <input type="checkbox"/> Lot line adjustments | <input type="checkbox"/> Other (specify) |

LANDSCAPE IMPROVEMENTS: FRONT YARD BACK YARD SIDE YARD

- | | | | | |
|---|---|--|---------------------------------------|------------------------------------|
| <input type="checkbox"/> New Landscape | <input type="checkbox"/> Tree addition | <input type="checkbox"/> Tree removal | <input type="checkbox"/> Arbors/vines | <input type="checkbox"/> Hardscape |
| <input type="checkbox"/> Landscape lights | <input type="checkbox"/> Water features | <input type="checkbox"/> Other (specify) | | |

IF YOU ARE ONLY SUBMITTING A REQUEST TO CHANGE THE PAINT COLOR OF YOUR HOME:

1. Enclose paint manufacturer color swatches (five of each swatch for each paint color) with this application*.
2. Identify which paint swatches apply to body of the house, trim/fascia and front door.

- What color house and trim is the neighbor to your right? House _____ Trim _____
- What color house and trim is the neighbor to your left? House _____ Trim _____
- What color house and trim is the neighbor directly across the street? House _____ Trim _____

****Please note that if all requested paint samples are not provided, your application will not be processed.***

Be advised that our CC&Rs require that the paint on your home shall be a different color family from your neighbors and it must be complementary with the veneer and roofing on your home. Also, please note that the trim of your home must be at least one shade lighter than the body of your home. You may consider other paint colors, but they must be approved by the Design Review Committee.

What color do you propose to paint your house? Please mail this completed form along with the paint swatches.

House _____ Trim _____ Front Door _____

Homeowner Association Services
2266 Camino Ramon, San Ramon, CA 94583
925-830.4848
architectural@hoaseservices.net

MAGEE RANCH OWNERS ASSOCIATION IMPROVEMENT APPLICATION (continued)

DESCRIBE YOUR IMPROVEMENT IN DETAIL:

WILL YOU BE ACCESSING YOUR PROJECT LOCATION (FRONT, SIDE OR REAR YARD), VIA THE COMMON AREA OR AN LSE, OR USING EITHER FOR STAGING OR STORAGE? IF SO, PLEASE DESCRIBE HOW THE AREA WILL BE USED:

WHO IS YOUR CONTRACTOR?

I'm performing the work myself

My general contractor is _____

My landscape contractor is: _____

***The homeowner is the "person responsible" for damage to Magee Ranch common areas caused by himself or by his contractor while completing these improvements. By submitting this application I acknowledge responsibility for damage to the common areas by contractors entering Magee Ranch property at my invitation.

ALL OTHER IMPROVEMENTS:

1. Submit your scale drawings and plot plans to: Howe Association Management, Inc., 485 Hartz Ave., Suite 200, Danville, CA 94526. See Design Guidelines for minimum scale requirements. *Plans must be submitted in triplicate.*
2. Plans which include pre-assembled structures or kits must include cut sheets or product specifications, colors, dimensions, materials and all other collateral material necessary for proper review.
3. The Committee must be informed of all materials used in your improvements in sufficient detail for proper review. Where appropriate, submit samples or color photos of the material (brick, slate, wrought iron, lighting standards, etc.)
4. If a homeowner submits an application which is missing information/documentation, or is otherwise incomplete, the 30-day review time will not begin until the application is deemed complete. An application that is deemed incomplete may be denied due to lack of sufficient information. The homeowner will then be required to submit a new application with all necessary and required information.
5. Depending on the improvement, the Association may solicit input from your neighbors regarding your submission and consider their input as part of the review process. It is prudent that you discuss proposed changes to your home or yard with your surrounding neighbors. Please see "Neighbor Acknowledgement" section of this application.
6. PLEASE NOTE: The Town of Danville requires approval of certain types of improvements. You may be required to get permits and other conditions may apply. The homeowner is solely responsible for fulfilling any municipal requirements.

Homeowner's Signature _____

Date _____

NOTE: Improvement work may not commence without written approval of the Magee Ranch Owners Association. Please submit plans and application anticipating up to 30 days for review and comment by the Design Review Committee. Unauthorized improvements are subject to removal at the Homeowner's expense.

MAGEE RANCH OWNERS ASSOCIATION IMPROVEMENT APPLICATION (continued)

Neighbor Acknowledgement

Your architectural application must be signed by your neighbors on both sides of your home, and the neighbor directly across from your home, acknowledging that they have reviewed your application. Homeowners signing this application acknowledge that they have seen all details included/attached with this application and made any comments regarding the proposed improvements:

Neighbor on right of home (Name/address & signature) _____ Comments _____

Neighbor on left of home (Name/address & signature) _____ Comments _____

Neighbor directly across the street (Name/address & signature) _____ Comments _____

Neighbors signing this section: Your signature is to acknowledge that you have seen the proposed details and application; it is NOT an approval of the application. Neighbors may also send comments directly to Howe Management at applications@howehoa.com. Please ensure you confirm receipt of any submitted comments. The Design Review Committee may consider any comments when rendering a decision on the approval or denial of the application. For additional neighbor comments please attach a separate sheet and denote how many pages:

For Association Use Only:

Property Address: _____

Committee Member Name: _____ Date: _____

Recommend Approval as submitted: Recommend Approval with following conditions: Recommend Denial:

Committee Member Name: _____ Date: _____

Recommend Approval as submitted: Recommend Approval with following conditions: Recommend Denial:

Committee Member Name: _____ Date: _____

Recommend Approval as submitted: Recommend Approval with following conditions: Recommend Denial:

Management Company Instructions:

- Send response to owner based on Committee input noted above.
- Send hearing letter regarding unauthorized installation.
- Notify owner to cease work.
- Send notice of completion.

Homeowner Association Services

2266 Camino Ramon
San Ramon, CA 94583
TEL: (925) 830.4848
FAX: (925) 830.0252
Email: architectural@hoaservices.net

Drought tolerant guidelines from Linda Gates & Associates

- Limit use of non-living plant material, such as cobble and boulders to less than 10% of total landscape area. These materials should be used as special ornamentation, such as boulder outcrops or dry creek bed.
- Mass shrubs in single species clusters with 3 - 7 shrubs per mass.
- Shrubs should vary in height to create visual interest but generally not exceed 3' - 4' height at maturity.
- Locate larger shrub mass to create special enclosure around planes of low shrubs and groundcover.
- Cluster accent shrubs in focal areas near home entry or street edge.
- Space plants considering ultimate spread, for example kangaroo paw should be planted 30" on center; while Lavender (depending on species) may be planted 3' - 4' apart.
- Consider sightlines from driveways when locating shrubs. Need to be able to see when backing up.

Magee Ranch Water-wise Landscaping Guidelines

In response to the historic drought that began in 2012, the Magee Ranch Homeowners Association has prepared a set of water-wise landscaping guidelines to supplement its standard landscaping rules. Please note that homeowners are always required to submit an architectural application and plan for any landscaping changes.

Water-wise landscaping guidelines

- **Front lawns.** While not a requirement, the Magee Ranch HOA requests that homeowners retain at least 40% of the landscaped area of their front yards to stay in keeping with the community standard and help ensure the visual continuity of the neighborhood. Homeowners, if they choose, may also install a high-quality artificial lawn with approval from the Design Review Committee. Homeowners must submit a sample of the artificial turf they want along with a completed Magee Ranch Homeowners Association Request for Architectural/Landscape Review.
- **Water-wise plantings.** While there are a wide variety of water-wise plant materials to choose from, the emphasis should be on California native plant varieties. Check the list of water-wise planting resources provided later in this document.
- **Irrigation.** The most effective water-wise irrigation systems will include drip irrigation in appropriate places. Every Magee Ranch home has an automatic sprinkler system. Portions of these systems can be converted to drip irrigation. We recommend that homeowners consult with a licensed irrigation professional to design and install the most efficient system. Additionally, sprinkler systems should be checked on a regular basis for missing heads, leaks, excessive runoff, or malfunctioning valves.
- **Planting beds.** All planting beds must be defined and have a defined border which can be created with wood, plastic, masonry, brick or rock. There should be a balanced amount of evergreen shrubs combined with flowering perennials. Taller plants should be planted at the back, with shorter plants in front. It is best to plant in groups of odd number plants. Smaller plants should include a minimum of three plants of the same variety.
- **Pathways.** Pathways should meander naturally between beds or around the side of the front yard. Pathways may be flagstone, decomposed granite, decomposed granite and rock, or concrete and must be approved by the Design Review Committee and be professionally constructed. If decomposed granite or other loose material is used, pathways must have edging.
- **Mulch.** All beds and tree wells should be mulched, 2" to 3" in depth, and turned and replenished regularly.
- **Avoid Invasive Plants.** Magee Ranch has extensive areas of open space. While most plants used in gardens and landscaping do not invade or harm such open areas, a few vigorous species can – and do – escape into open spaces and cause a wide range of problems. Homeowners are advised to avoid such plants and to carefully check their plants list before submitting landscaping plans to the Design Review Committee.

- **Street Trees.** Part of the original vision of Magee Ranch was to have our streets lined with trees to enhance the beauty of our natural environment. Please consider including one or more street trees as part of your front yard water-wise landscaping plan. The approved trees are as follows:

Evergreen Trees

Camphor
 Evergreen Pear (semi-deciduous)
 Arbutus Unedo (Strawberry Tree)
 Magnolia Grandiflora
 California Pepper
 Willow

Deciduous Trees

Aristocrat Pear (Magee's Signature Tree)
 New Bradford Pear
 Flowering Plum (red leaf)
 Flowering Cherry, Weeping Cherry
 Japanese Maple – red or green leaf
 Eastern Red Bud (Forest Pansy)
 Birch (Jacquemonti)
 Saucer Magnolia (Japanese Magnolia, Tulip Magnolia)
 Chinese Pistach
 Crepe Myrtle
 Maple

The following trees are prohibited, but subject to appeal and review by the Design Review Committee:

Raywood Ash, Olive, Large Fruit-bearing, Palm, Sequoia Redwood.

Water-wise planting resources

The following resources are included to help you in planning and choosing water-wise plants for your landscaping:

- **EBMUD's "Plants and Landscapes for Summer-Dry Climates"** This publication identifies more than 650 native California and Mediterranean plant varieties suited to the climate and microclimates found throughout much of our state and the West. <http://www.ebmud.com/water-and-drought/conservation-and-rebates/watersmart-gardener/plants-and-landscapes-summer-dry-climates/> and <http://summer-dry.com/>
- **Gardening in Contra Costa County:** <http://www.contracosta.watersavingplants.com/>
- **The California Plant Database:** <http://www.waterwonk.us/>
- **California Turf Replacement Initiative:** <http://www.water.ca.gov/turf/Statewide.cfm>

Note: Homeowners who have installed water-efficient landscaping in response to a state of emergency can't be required to remove it upon the conclusion of the state of emergency.

Magee Ranch Approved Street Trees for Front Yard Landscaping

The following trees are recommended for front and side yard landscaping. Trees not on this list can be submitted to the Design Review Committee (DRC) for possible approval:

- **Evergreen Trees**

- Camphor
- Evergreen Pear (semi-deciduous)
- Arbutus Unedo (Strawberry Tree)
- Magnolia Grandiflora
- California Pepper
- Willow

- **Deciduous Varieties**

- Aristocrat Pear (Magee's Signature Tree)
- New Bradford Pear
- Flowering Plum (red leaf)
- Flowering Cherry, Weeping Cherry
- Japanese Maple -- red or green leaf
- Eastern Red Bud (Forest Pansy)
- Birch (Jacquemonti)
- Saucer Magnolia (Japanese Magnolia, Tulip Magnolia)
- Chinese Pistach
- Crepe Myrtle
- Maple

- **Prohibited Street Trees***

- Raywood Ash, Olive, Large Fruit-bearing, Palm, Sequoia Redwood

*Subject to appeal and review by Design Review Committee



Homeowner Association Services

2266 Camino Ramon

San Ramon, CA 94583

Phone: (925) 830.4848 Fax: (925) 830.0252

architectural@hoaservices.net

Magee Ranch HOA

Fencing Specifications & Sealants (no color stains allowed)

All fences and walls must conform to the Magee Ranch design and must be approved by the Design Review Committee before installation. The community fencing is grape stake-style, redwood or cedar slats that cannot exceed 3.25 inches in width. Clear sealants are recommended. No color stains are allowed. Type, height and location must be submitted in plan and elevation for approval. Maximum cap height shall be six feet except per zoning regulations.

Magee Ranch HOA/Design Review Committee: Guidelines for Home Improvement

MISSION STATEMENT

The Design Review Committee is committed to work diligently to ensure that the community of Magee Ranch remains a desirable place to live. We intend to enforce the existing Covenants, Conditions and Restrictions (CC&R's), Rules, Regulations, and By Laws to the best of our ability. This will be accomplished by using a process that is timely and friendly to all residents. With the cooperation of the Board of Directors, the Management Company and the residents, we will work as an effective team for our community.

INTRODUCTION

The Design Review Committee strives to ensure esthetic integrity with architectural styles that compliment and perpetuate existing design in the community, while attempting to fulfill each property owner's desires and needs. If something is done in violation of the CC&R's, it is the committee's duty to resolve the situation including requiring changes or removal.

Per the CC&R's, the Design Review Committee is responsible for providing written approval for all improvements, alterations, repairs, excavation, grading, lighting, landscaping or other work which in any way alters the exterior appearance of any property in Magee Ranch. In theory this means everything. Obviously this is not practical, nor would the Committee wish to infringe on a property owner's rights to maintain his or her home without approval.

To that end the Magee Ranch Design Review Committee has drawn up a "Test" that all homeowners should apply to any and all projects affecting their property prior to proceeding with any project or improvement. If in doubt, please ask the Committee for guidance.

- Does the project violate the CC&R's?
- Is it reasonable to the normal homeowner?
- Is it consistent with the neighborhood?
- Do your neighbors who can see it think it's OK?
- Is it unobtrusive to the average home owner?
- Does it enhance the value of your property without harming the neighborhood values?
Is the project merely maintenance?

If your project(s) meets the above "Test", then it is likely that the DRC will approve your request for property changes. Projects that DO NOT REQUIRE DRC approval are:

- Replacing a shrub with the same type, or of the same theme
- Routine maintenance of existing sprinkler/drip system
- Routine maintenance of existing structure, sidewalks, fences
- Routine pruning and shaping of existing plants and shrubs
- Repainting of existing structure in the same color. (Change of color DOES require approval)
- Routine maintenance of existing exterior building and shrubbery lighting
- Routine maintenance of existing walkway lighting
- At-grade projects in your back yard
- Storage sheds (under six feet)

(continued, over)

(continued from other side)

The following projects ALWAYS REQUIRE a DRC approval:

- Basketball nets/goals
- Concrete coatings
- Gates
- Roof Gutters
- Walls and Fences, additions or alterations to existing
- Patio Covers
- Screen Rooms
- Storage Sheds (over six feet)
- Gazebos
- Window Awnings
- Walkways
- Any and All changes to the roof or roof lines
- Signs
- Flag poles
- Changing the color of the structure or fence
- Solar heaters

One should always remember that it is the HOMEOWNER'S responsibility to ensure that any proposed construction is coordinated with, and where applicable, approved by any other local agencies, such as the Township of Danville. The Association and/or DRC assumes NO responsibility for obtaining approvals or permits.

Not every architectural issue will be addressed within these guidelines. If you are uncertain whether a particular improvement will require DRC approval, please contact a DRC Committee member.

If you wish to do something to your property, it is simple and easy to check with the Management Company or Committee prior to committing to any work or contracts. It is much easier, faster and more cost-effective to get prior approval for anything that changes the appearance of your property, than to deal with the issues that may arise after the fact. The Architectural Committee will provide approved guidelines and specifications for any work that the property owner may wish to undertake.

Note: It is the sole responsibility of the DRC to investigate and resolve any and all complaints relating to the esthetics of all property (except common areas) in Magee Ranch. If you affect your neighbor and they complain, the DRC is required to get involved and solve the issue. If in doubt, it is better to check with a member of the Committee.

*Design Review Committee
May 2004*

Architectural Guidelines

for the

**Magee Ranch
Homeowner Association**

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INTRODUCTION

PURPOSE AND INTENT

The Site Development and Architectural Guidelines for Magee Ranch were developed to provide specific architectural design criteria for establishing individual identity, in combination with the overall composition of the community. These guidelines have been compiled as a tool for residents, architects, designers and builders, and include recommendations for site usage, architectural style and materials of construction and landscape, as well as a mechanism for plan review and interpretation of design intent.

All architectural designs and landscape improvements for each Magee Ranch home will be reviewed either by the Master Developer of Magee Ranch, pursuant to covenants in the agreement of purchase and sale between the Master Developer and the buyer or by the Design Review Committee, as established in the recorded Declaration of Covenants, Conditions and Restrictions for Magee Ranch. The Master Developer will be responsible for review in all cases where the lot is being purchased by a builder who will construct a home for resale in the ordinary course of its business. The Design Review Committee will be responsible for review in connection with changes or additions to completed homes which occur after the home has been sold by the builder to an owner occupant or investor. Under the regulations of the California Department of Real Estate, the Master Developer will be entitled to control the Design Review Committee until 90 percent of all lots in the project have been sold or the fifth anniversary of the date of issuance of the original public report for the project, whichever first occurs.

In addition, plans proposed for construction within Magee Ranch must comply with appropriate City, State and Federal planning, zoning and building codes and requirements.

ARCHITECTURAL GUIDELINES

PURPOSE AND INTENT

The intent of these Architectural Guidelines is to insure individual variety while achieving harmonious forms, materials and colors, and to allow diversity in design while insuring the architectural integrity of the community as a whole. All designs must be submitted to and approved by Diablo Ranch Development Company, the Master Developer ("MD") or the Design Review Committee ("DRC") of the Magee Ranch Homeowners Association, whichever has jurisdiction.

ARCHITECTURAL DESIGN

Magee Ranch is open to designs employing any historical background, so long as adaptations to contemporary requirements are done in the true spirit of the style, accurately detailed and properly and adequately carried out in materials, scale and overall appearance. All designs should be honest and forthright, understated, yet elegant. They should be adapted to the Danville climate, and should reduce dominance of the garage in the design. Elevations should be designed with animation, through the use of varied massing, added building elements and textures, while retaining the aura of timelessness and quality. As it is expected that gracious porches will become a hallmark of Magee Ranch design, their generous use is encouraged.

CONCEPTS AND FORMS

Height Limits

The maximum height of single-family structures shall not exceed thirty-five feet (35') and two and one half stories as established by the Town of Danville zoning ordinance.

Requested variances will be denied if justification is insufficient to gain the MD's or DRC's approval. The MD or DRC also reserves the right to set limits less than stated above during preliminary submittal, as it may find reasonable.

Exterior Walls

All exterior elevations should be designed with equal care and 2X trim material should be used throughout. Long uninterrupted exterior walls should be avoided on all structures. All structural walls should have relief to allow interplay of landscaping shadows. Integration of varied textures, relief and design accents on building walls can soften the design and assist in achieving a balance of statement between structure and terrain.

Roofs

Preferred roof forms are the common hip, gable and shed types. Minimum roof pitch shall be 6/12, except where a roof garden or deck is called for. No roof pitch shall exceed 12/12. Flat roofs will not normally be acceptable, but for very specific design solutions, special approval may be requested.

Accent or secondary roof areas may utilize roof slopes less than 6/12 or greater than 12/12 if necessary for a particular architectural style, however, all such treatments must be approved by the MD or DRC.

Doors and Windows

Recessed door, window and other wall openings are encouraged, as well as projections and projected windows to add texture to wall surfaces.

Clerestory windows, bay windows and other accent windows are encouraged. Second story windows along rear and side yards that would violate the privacy of the private open space of adjacent structures are discouraged.

Doors should be wood or steel paneled or glass paned. Entrances should be provided with weather protection as an extension of the main roof or by recessing into the structure.

It is recommended that metal windows, screens and sliding glass doors, as well as frames for fixed glass, have a white or opaque color finish. All finishes must be approved by the MD or DRC.

Glazing shall be clear untinted, solar bronze or gray tinted only. No reflective glazing will be permitted.

Garages

Only enclosed garages are allowed. Garage doors should be wood or metal and must blend unobtrusively with the facade. It is recommended that front loaded garages be avoided whenever possible.

Chimneys

Chimneys shall be simple in design to insure consistency of character and style. All chimneys shall be clad with masonry or wood. Fireplace chimneys provide excellent facade texture, and are encouraged. The height and width of the chimney shall be proportionate to the size and form of the adjacent wall plane. Metal cap fireplace flues are permitted when approved by the MD or DRC.

Balconies

It is recommended that balconies be recessed within the building form so as not to violate the privacy of the private open space of adjacent structures. Balconies should be integrated to break up large wall masses, offset floor setbacks and add human scale to the building. Second floor balconies shall not diminish required minimum clear rear and side yard areas.

Exterior Stairs

Simple, clean, bold projections of stairways are encouraged to complement the architectural form of the structure.

Trash and Meter Enclosures

All trash containers shall be stored out of view in an enclosed area, screened from view of both the street and neighbors.

Gas and electric meters must also be concealed from street view.

ACCESSORIES AND MATERIALS

Antennas

All antennas are restricted to the attic or interior of the residence. All homes are to be pre-wired to accommodate cable reception. Satellite "dish" antennas are prohibited if visible from the street or an adjacent lot.

Skylights and Solar Collectors

The location and design of all skylights and solar collectors shall be approved by the MD or DRC. They shall be designed as an integral part of the roof and shall be clear, solar bronze or gray glazing only. Framing material shall be bronze anodized or colored to match adjacent roof. Solar collectors shall not be installed on the house in a fashion that is visible from the street or creates a glare to adjacent homes.

Roof Treatments

Magee Ranch requires Class A or B roofs. Preferred materials are wood shakes or slate, however clay, concrete or asphalt/fibreglass (minimum 300 lbs.) may be considered, but only if architecturally appropriate. A sample of roofing material must be submitted for approval by the MD or DRC.

All exposed metal roof accessories -- stack vents, roof flashings, attic ventilators, skylight curbs, solar collector frames, etc. shall match roofing material color. All stack vents and attic ventilators shall be located on the rear slopes of roofs and mounted perpendicular to the ground plane.

Gutters and Downspouts

Exposed gutters used as an architectural feature shall be colored to match the surface to which they are attached, except for copper.

Exterior Lighting Fixtures

Exterior lighting should attempt to illuminate the architectural wall planes and columns to obtain as much of the desired illumination from reflected light as possible, and should be compatible with surrounding architecture. Lighting should be indirect and shielded to prevent spillover onto adjacent lots and streets. All lighting fixtures visible from any street must be approved by the MD or DRC.

Mechanical Equipment

All air conditioning, heating equipment, soft water tanks, pool equipment, etc. shall be completely screened from view from initial installation. Screening may consist of building or planting elements approved by the MD or DRC. Air conditioning units mounted on roofs are discouraged, and if used must be completely screened from street view with materials approved by the MD or DRC. Noise control is paramount.

Exterior Signs Other Than House Numbers

Exterior signs other than house numbers are prohibited, except for temporary real estate signs in strict compliance with the overall Magee Ranch sign program.

Mailboxes

Mailboxes shall be standard U.S. Postal Service box units, located to meet standards of the United States Postal Service. Decorative enclosures shall be in keeping with the architectural/landscape theme and subject to approval by the MD or DRC.

Fences and Walls

All fences and walls must conform to the Magee Ranch design and must be approved by the MD or DRC before installation. Type, height and location must be submitted in plan and elevation for approval. Maximum cap height shall be six (6') feet except within frontyard setbacks where only three (3') feet shall be allowed per zoning regulations. Privacy walls shall be masonry or wood construction and complement the architecture.

- grape stake fence in front & side yard
- open wire fence in areas open to common areas

Gates

All gates shall be solid wood door-type or wrought iron consistent with the approved architectural style. Any gates or doors that open onto common areas such as paths or walkways shall open inward only.

Accessory Structures

Garages, patio structures, trellises, sun shades, gazebos and any other building improvements shall be compatible in color, texture and form to the architecture of the main structure.

Private pools, hot tubs and game courts shall be designed to avoid disturbing adjacent properties. Pool heaters and pumps must be screened from view.

Games and Play Structures

All basketball backboards and any other fixed games and play structures shall be located at the rear of the dwelling, or behind side fences of corner lots within the setback lines. No platform, playhouse, dog house or structure of a similar kind or nature shall be constructed on any part of a lot visible from the street, and any such structure must have prior approval of the MD or DRC.

Exterior Wall Materials

Wood is the recommended finish for exterior walls, with accents and trim of brick or stone. Pressboard materials or equivalents are not allowed. Placement of exterior wall materials should have a logical relationship to changes in the form of the house, and not be dictated by simple economy.

Siding shall be horizontal lap or shingle. Diagonal or vertical siding, as well as grooved plywood such as T-111, shall not be used except by special consent of the MD or DRC. Any proposed use of stucco shall be subject to particular scrutiny by the MD or DRC as it must be completely appropriate to the proposed design as well as exceptionally well detailed.

Brick and stone color range and texture must be submitted to the MD or DRC for approval. Mortar joints shall be raked. Mortar mix and color to be approved by the MD or DRC. No manufactured stone will be allowed.

Exterior Color Scheme

All exterior paint and stain colors must be approved by the MD or DRC. The palette of exterior paints and stains for each residence shall be selected to complement, coordinate or harmonize with the colors of building materials which are used in their "natural" state, such as brick, stone, copper, etc. As deemed appropriate by the MD or DRC, exterior colors selected for a residence may be modified or changed in order to respond to existing color palettes of adjacent residences.

Window Coverings

Drapes, window shades, or other window coverings visible from the exterior must be of neutral colors.

Masonry Accents

All masonry work including trim, caps, corbels, headers, keystones, quoins and other similar masonry accents shall be natural cut or cast stone.

Paving

Driveways and other flat paved areas may be concrete, exposed aggregate concrete, stamped concrete, or brick.

JOB SITE MAINTENANCE

Course of Construction Maintenance

All dirt or mud deposited on streets must be removed as soon as possible.

All construction materials must be delivered to the driveway and not be deposited on the street.

No loose debris (paper, cardboard, loose boards, etc) which can be easily blown about by wind may be left on the site.

If any regrading is done, care must be exercised to assure that neighboring property is not disturbed.

After each major phase of construction (foundation, framing, roof, sheetrock, etc) the construction site must be picked up. Upon completion all remaining debris must be removed immediately.

Any dirt removed for pool, landscaping, or foundation must be left on the lot or removed completely from Magee Ranch. Depository dirt and/or building materials of any kind on neighboring property or common area is not permitted.

No vehicle of any type may cross the "V" drainage ditches at any time and no dirt or other debris may be deposited in or above any ditches.

SITE DEVELOPMENT GUIDELINES

PURPOSE AND INTENT

The intent of the Site Development Guidelines is to define the necessary components in the creation of a distinguished residential community in order to assure uniform application of these components, so Magee Ranch can become a show place of fine homes, set on quiet tree lined streets. The desired landscape character is one of simplicity; emphasizing tree placement, lawns, and layers of shrubs at the building foundation. The landscape and site elements should be understated, creating a setting for the houses, rather than competing with the architecture for visual attention. Additionally, the landscape design should complement that of neighboring properties so as to lessen the visual delineation of boundary lines.

COMMUNITY STANDARDS

SITE ELEMENTS

Driveways

Driveways shall be constructed to comply with the Town of Danville codes and regulations. Where curbs are required to be broken for driveway entrance, the curb shall be repaired in a neat and orderly fashion acceptable to both the MD or DRC and the Town of Danville.

House Numbers

House numbers shall be consistent throughout Magee Ranch and shall be illuminated to be visible from the street at all times. Materials and design must be approved by the MD or DRC.

Walls and Fences

Walls and fences are an extension of the building architecture, and must convey the same sense of quality and permanence. Design should be compatible with the character of Magee Ranch. All walls and fences must be approved by the MD or DRC.

Accent Lighting

Accent lighting should be integrated with the building and architectural elements. Excessive accent lighting is discouraged.

Signage

The sign designs shall follow the theme of the community and applicable City Ordinances. All proposed signage must be approved by the MD or DRC. Temporary marketing and advertising signs may be located, as approved by the MD or DRC. The Model Home Directory signs are designed to market the homes of individual builders within the community.

The community signs will be designed and installed by the MD and maintained by the Magee Ranch Homeowners Association. These signs will set the design theme for the overall signage program.

Model Home Directories will be designed and installed by the MD at strategic locations throughout the community, to serve as orientation signs for prospective buyers. No other promotional signs shall be installed along the collector or perimeter streets.

PLANTING

General

The following information is intended as a guide in preparing the landscape for visual and functional use. Landscape plant materials are strong visual unifying elements and should reflect the physical, functional and aesthetic qualities found throughout the community.

Planting Standards

Planting should be designed to create, in time, a unified exterior environment to complement the Magee Ranch character. Thus plant material should relate to the scale and character of the land improvements.

It is recommended that the number of plant types be held to a minimum, with trees, lawn, and shrubs providing the principal visual effect, with herbaceous and quick growing plants contributing to a lesser degree.

Shrubs and ground covers should be spaced so they completely cover the soil when mature.

Attention should be given to the use of plants to create a livable environment. Some uses for plants are to provide screening, define space, to control erosion, glare, noise, dust and climate, to accentuate land forms and define circulation patterns.

Planting design should be tailored to the type of irrigation system and operation proposed by the designer. Combined arrangements of plants with different moisture requirements should be avoided.

Installation of plant materials should be accomplished in a manner that reduces potential maintenance problems.

Vines should be permanently secured to vertical building surfaces except at major trellis structures designed as an integral part of the architecture.

IRRIGATION

General

The following information is intended to guide the Owners and Landscape Architects in plan submittal and the structuring of the irrigation system for functional and maintenance efficiency in order to conserve water.

Irrigation Standards

It is highly recommended that all irrigation systems be professionally designed by a Landscape Architect or irrigation consultant to insure efficient water management and control for plant material.

When selecting sprinkler heads, spacing, valving and the programming controller, designs should consider varying environmental conditions or orientation such as: sun and shade, soils, terrain, percolation rates, moisture sensitivity, erosion control and wind.

All landscaped areas must have an irrigation system. Systems should utilize state of the art equipment by brand name manufacturers. The use of automatic sprinkler controls is required.

The construction drawings should indicate, by graphic representation, the method of installing each type of sprinkler equipment and material used.

Irrigation system design should provide for the equipment manufacturer's guarantee of achieving a uniform precipitation rate.

Included in the landscape plan shall be a drainage plan showing the proposal for the carrying of all concentrated surface drainage including roof drains by means of field inlets and enclosed pipe through the curb to the street or to a drainage structure. In no event shall water be allowed to pond on a lot or to flow to an adjoining property.

SUBMITTAL AND REVIEW PROCESS

PURPOSE AND INTENT

It is the intent of the MD or DRC, whichever is responsible, through the review of submittals for all new construction within Magee Ranch to meet the objectives set forth in these guidelines. Improvements must be submitted for approval, and may not be made without the written consent of the MD or DRC.

MAGEE RANCH ARCHITECTURAL REVIEW BOARD

The MD or DRC shall review and approve, approve with conditions, or disapprove all Plans and Specifications submitted to it for any proposed improvement, construction, alteration or addition solely on the basis of aesthetic considerations and the overall benefit or detriment which would result to the surrounding area of Magee Ranch. The MD and DRC shall take into consideration the aesthetic aspects of architectural designs, placement of buildings, landscaping, color schemes, exterior finishes and materials and similar features, but its approval of any Plans or Specifications shall not be deemed approval from the standpoint of structural engineering and safety, mechanical, electrical and plumbing engineering or conformance with building or other codes, laws, statutes or regulations. Each Owner shall rely solely on its own determination and verification that any information supplied to it by the MD, DRC, or any members or representatives thereof, is both sufficient and accurate for its purposes.

Neither the MD, DRC, nor the members or designated representatives thereof shall be liable for damages to anyone submitting plans or specifications to them for approval, or to any Owner or occupant of a Lot by reason of mistake in judgment, negligence, or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve or disapprove any such plans or specifications, or for any defect, whether in design or construction in any structure constructed from such plans and specifications or effects of drainage, or lack thereof, of any lot upon which such structure is situated. Neither the MD, DRC, nor any member or representative thereof shall be responsible for reviewing or approving any plans with respect to the adequacy of engineering design in any respect whatsoever. Every person who submits plans or specifications to the MD or DRC for approval agrees, by submission of such plans and specifications, that it (they) will not bring any action, suit or claim against the MD or DRC or any of the members or designated representatives thereof with respect to any matters for which such persons or entities are relieved of liability pursuant to this section.

Each Owner, in addition to satisfying the requirements set forth in this Submittal and Review Process shall determine and satisfy all requirements imposed by the Town of Danville. Approval by the MD or DRC does not constitute a representation that the proposed construction will be approved by the Town of Danville or that it conforms to the zoning or building requirements thereof.

The MD and DRC reserve the right to revise and amend provisions of these guidelines for Magee Ranch. If there shall be a conflict between these guidelines and the Declaration of Covenants, Conditions and Restrictions for Magee Ranch, the Declaration shall govern.

REQUIREMENTS

All submittals for construction or installation of any improvements must be made in triplicate. All plans must be signed and dated by the Builder/Owner. The submittal must include the following items on a Request for Architectural Review Application provided to the Builder/Owner by the MD or DRC.

Two submittals are required in the review and approval process for each lot. The first submittal must show preliminary design. The final submittal is to consist of working drawings. On completion of the review and approval process, one set of each submittal is to be retained by the MD or DRC and one set returned to the Owner/Builder.

Complete submittals must be received at least thirty (30) days prior to the date of desired approval for each.

Unless you have been advised to the contrary, submittals for matters subject to review by the DRC may be submitted to the same address.

Submit the third set of plans (for review and comment to the MD or DRC within 10 days) to:

Chief of Planning
Town of Danville
510 La Gonda Way
Danville, CA 94526

Preliminary Submittal and Approval

The following information is required for all Preliminary Submittals to be reviewed by the MD or DRC:

Plot Plan: Min. Scale: 1/8" = 1'-0"

- indicate lot lines including bearings and lengths
- indicate all building envelope setbacks
- indicate all buildings, structures, fences, walls, sidewalks, driveways indicate proposed finish grades and site drainage
- indicate all dimensions on work to be considered

Roof Plan: Min. Scale: 1/8" = 1'-0"

- may be shown on Plot Plan

Floor Plan(s): Min. Scale: 1/8" = 1'-0"

- indicate all walls, columns, openings and any conditions or features that will affect the exterior design of the building
- label all items of the exterior that cannot be clearly noted on elevations

Exterior Elevations: Min. Scale: 1/8" = 1'-0"

- indicate roof pitches and ridge heights above garage slab
- indicate all exterior materials and lighting

Exterior Colors and Finishes (one set for MD or DRC only) :

- a material color sample board or an elevation sheet with color chips attached and a clear indication to which surface the color relates
- a sample of finish roofing material must be provided
- submit actual samples of exterior masonry

Fences and Wall Plans:

- drawings must include location, materials, color and height

Only complete Preliminary Submittals will be reviewed by the MD or DRC. Approval of any preliminary design should be taken as approval to proceed with design work based upon the Preliminary Submittal itself. However, approval or conditional approval of a preliminary design does not constitute automatic approval of the final submittal.

By emphasizing the preliminary design review, the MD and DRC intend that all design issues for each residence will be resolved before final drawings are submitted for review.

When the MD or DRC has determined that all requirements for Preliminary Submittal have been met, the MD or DRC will, within thirty (30) calendar days, meet and either approve, approve with conditions, or disapprove the proposed improvements. The MD or DRC will provide written notice to the Owner of its action. If approving with conditions the MD or DRC may require resubmittal and approval of all or portions of the plans as needed to adequately reflect the required modifications.

Final Submittal and Approval

Final working drawings must be prepared to scale and are to include all approved drawings from Preliminary Submittal with any revisions required by the MD or DRC. Submit two sets of plans to the MD/DRC with an informational set to the Town of Danville.

Other information required is as follows:

- Complete front yard Landscape Plan
- Proposed construction schedule

Final approval will be a written notice to the Owner after reviewing the final submittal. Review of this submittal will be in accordance with the procedures and time period used for the review of the Preliminary Submittal.

Any proposed changes or deviations from the approved plans occurring during construction must be submitted to the MD or DRC for approval, prior to the execution of such changes.

The MD or DRC, upon written request, will consider and may grant a variance to the above stated guidelines. Such requests, however, are discouraged. To be granted, the variance request must demonstrate that the improvements proposed are consistent with the preferred architectural style, design of the community and are in harmony with the site and adjacent structures. Requests for variances shall be considered denied if not approved within thirty (30) days of submission. If any variance granted is in conflict with the published regulations of the Town of Danville, the Town regulations shall govern.

If construction of an approved project has not begun six (6) months after approval, it must be resubmitted unless a renewal is granted by the MD or DRC. If the work is not completed within eighteen (18) months after the approval, the approval given shall be deemed revoked.

Front and all side yard landscaping visible from the street shall be commenced according to the approved Landscape Plan within thirty (30) days after final inspection of the residence by the Town of Danville for a Certificate of Occupancy, and shall be completed no more later than four (4) months after final inspection.