MAGEE RANCH

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

2027 Annual Budget Report and Annual Policy Statement

The Board of Directors is required by the 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 HOA assessment for Magee Ranch will be $374 and GHAD assessment will be $221. The total amount payable will INCREASE to $595 per quarter, up from $564.** The assessment increase will be effective January 1, 2027 and will be reflected in the late December billing. The Board is happy to note that this increase is limited to 5% in contrast to the larger increases of 15% and 20% in 2025 and 2026.

Magee Ranch Homeowners Association Details:
The HOA assessments decreased slightly to allow for a larger contribution to the Magee Ranch GHAD. The Board identified some budget line items where there is room for savings and decreased funding in those areas to help offset further increases, such as copies and postage and legal. Furthermore, because the reserves are 100% funded, the Board scaled back HOA reserve funding for this year to provide more funding for the GHAD.

Homeowners should be aware that the GHAD fees for our HOA are built into HOA assessments, not separated via property taxes. This is a funding situation completely unique to Magee Ranch. ALL other local GHADs pay their assessments via property taxes and as such, visibility into those assessments is clouded. The HOA and GHAD Board are working closely together with multiple goals including controlling maintenance costs, funding both entities, and keeping assessment increases reasonable.

Magee Ranch Geologic Hazard Abatement District (GHAD) Details:
The GHAD incurs ongoing administrative expenses, as well as costs associated with enhanced hillside monitoring and seasonal winter preparedness efforts. (Especially heading into El Niño conditions this season.) These increased responsibilities have contributed to higher operating costs compared to previous years. Homeowners have seen this reflected in rising GHAD contributions, which have increased from $38 per home per quarter to $221 per home per quarter. While this increase helps support current operations and risk management efforts, it is not expected to generate substantial reserve savings.

The GHAD Board continues to balance two important priorities: maintaining and monitoring the hillsides responsibly while keeping costs as reasonable as possible. Maintenance activities are carefully prioritized to address the most critical needs and reduce the potential impact of smaller events. However, homeowners should be aware that a significant debris flow or other major event could require additional funding through a special or emergency assessment.

Some homeowners have suggested maintaining lower ongoing funding levels and relying on special assessments when needed. While this approach may appear cost-effective in the short term, the GHAD must have sufficient resources available to respond quickly when an event occurs. Maintaining adequate funding is therefore a key priority for both the HOA and GHAD. In addition, frequent emergency or special

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assessments can result in higher administrative and legal expenses, ultimately increasing costs for homeowners. After carefully considering these factors, the HOA and GHAD Boards established the 2027 budget to support both near-term operational needs and long-term financial stability.

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 (https://hoaservices.net/portal) 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.

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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 2025 operating budget.

  - The quarterly assessment for the HOA will be to $374
  - The quarterly assessment for the GHAD will be to $221

  - The total amount per quarter made payable to the HOA will be $595

- 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. 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 or deferred maintenance.

- 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
2027 Budget

	Last Year	2027 Budget	2027/Home/Qtr
Income			
Assesments	$584,304.00	$616,420.00	$595.00
Total Income	$584,304.00	$616,420.00	$595.00
Reserve Contribution - HOA	($70,788.00)	($39,534.00)	($38.16)
Reserve Contribution - GHAD	($153,038.00)	($229,000.00)	($221.04)
Total Operating Income	**$360,478.00**	**$347,886.00**	**$335.80**
Expenses			
Admin & General			
Copies & Postage	$5,000.00	$2,500.00	$2.41
Storage	$300.00	$300.00	$0.29
Meeting Expense	$1,670.00	$450.00	$0.43
Website	$410.00	$410.00	$0.40
Management	$33,600.00	$33,600.00	$32.43
Insurance	$14,400.00	$14,400.00	$13.90
Legal	$10,000.00	$5,500.00	$5.31
Accounting/Tax Prep	$1,700.00	$1,700.00	$1.64
Taxes	$3,500.00	-	-
Reserve Study	$1,000.00	$1,000.00	$0.97
Holiday Lighting	$12,000.00	$12,000.00	$11.58
Cameras	$5,000.00	$5,000.00	$4.83
Total Admin & General	**$88,580.00**	**$76,860.00**	**$74.19**
Landscape			
Landscape Contract	$59,000.00	$60,770.00	$58.66
V-Ditch Cleaning	$6,050.00	-	-
Blackhawk Rd Landscaping	$3,310.00	$3,310.00	$3.19
Irrigation Repairs	$15,000.00	$15,000.00	$14.48
Landscape Extras	$18,788.00	$18,788.00	$18.14
Tree Spraying/Maintenance	$16,000.00	$16,000.00	$15.44
Weed Abatement	$58,000.00	$61,350.00	$59.22
Pest Control	$5,200.00	$4,420.00	$4.27
Backflow Testing/Repairs	$500.00	$500.00	$0.48
Total Landscape	**$181,848.00**	**$180,138.00**	**$173.88**
Maintenance & Repairs			
General Maintenance	$4,000.00	$4,000.00	$3.86
Lighting Maintenance	$15,000.00	$15,000.00	$14.48
Total Maintenance & Repairs	**$19,000.00**	**$19,000.00**	**$18.34**
Utilities			
Water & Sewer	$66,950.00	$66,688.00	$64.37
Gas & Electric	$4,100.00	$5,200.00	$5.02
Total Utilities	**$71,050.00**	**$71,888.00**	**$69.39**
Total Expense	$360,478.00	$347,886.00	
Net Income	$0.00	$0.00	

The Association dues will **INCREASE to** $595 per home per quarter in 2027

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 # – xxxxxxxxxx (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.

Reserve Study Executive Summary — With-Site-Visit

Magee Ranch - HOA
Danville , CA
Level of Service: **Update "With-Site-Visit"**

Report #: **20912-15**
# of Units: 259
January 1, 2027 through **December 31, 2027**

Findings & Recommendations — as of January 1, 2027

Projected Starting Reserve Balance	**$465,983**
Current Fully Funded Reserve Balance	**$411,331**
Average Reserve Deficit (Surplus) Per Unit	**($211)**
Percent Funded	**113.3 %**
Recommended 2027 "Monthly Fully Funding Contributions"	**$5,957**
Recommended 2027 Special Assessments for Reserves	**$0**
2026 Monthly Contribution Rate	**$5,899**

Reserve Fund Strength: 113.3%

Weak	Fair	Strong
< 30%	< 70%	> 130%
		X
Risk of Special Assessment:	**High**	**Medium**	**Low**

Economic Assumptions:

Net Annual "After Tax" Interest Earnings Accruing to Reserves	**2.50 %**
Annual Inflation Rate	**3.50 %**

• This is an Update "With-Site-Visit" Reserve Study.

• The information in this Reserve Study is based on our site inspection on 9/2/2026.

• This Reserve Study was prepared by a credentialed Reserve Specialist (RS).

• Because your Reserve Fund is at 113.3 % Funded, this means the association's special assessment & deferred maintenance risk is currently Low.

• 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 allocation rate, we recommend increasing your Reserve allocations to $5,957 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.

Executive Summary Table

Report # 20912-15
With-Site-Visit

#	Component	Useful Life (yrs)	Rem. Useful Life (yrs)	Current Average Cost
	Site & Grounds			
203	Fire Road - Seal/Repair	5	3	$90,000
211	Concrete - Repair	5	4	$5,000
321	Ground Lights - Replace 25%	5	0	$19,500
331	Entry Lights - Replace	15	10	$24,000
332	Strip Lights - Replace	20	12	$27,000
413	Flagpole - Replace	25	15	$9,000
501	Stone Pillars - Repair	5	3	$9,000
505	Wood Rail - Repair/Replace	35	4	$18,800
514	Wood Retaining Walls - Replace 20%	5	0	$10,500
517	Masonry Wall, 2ft. - Repair	5	3	$6,500
517	Masonry Wall, Perimeter - Repair	15	3	$14,100
1115	Monument Pillars - Repaint	5	3	$16,200
1116	Wood Surfaces - Repaint	4	0	$4,730
1402	Signage - Replace	15	5	$12,000
1403	Monument Signs - Replace	15	8	$40,500
1617	Dog Stations - Replace	15	5	$9,060
	Landscaping & Irrigation System			
1001	Backflow Device (A) - Replace	30	5	$5,000
1001	Backflow Device (B) - Replace	30	10	$5,000
1003	Irrigation Controllers - Replace	12	10	$6,000
1005	Irrigation Valves - Replace	3	0	$3,000
1008	Trees - Trim/Remove	3	0	$15,000
1009	Landscaping, 20yr - Replenish	20	5	$25,000
1009	Landscaping, 50yr - Replenish	50	16	$255,000
1009	Landscaping, 5yr - Replenish	5	5	$15,000
1011	Bark/Mulch - Replenish	6	3	$50,000
25	**Total Funded Components**			

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

2027

#	Component	Quantity	Unit of Measure	Expenses
	Site & Grounds			
321	Ground Lights - Replace 25%	52	Fixtures x 25%	$19,500
514	Wood Retaining Walls - Replace 20%	420	LF x 20%	$10,500
1116	Wood Surfaces - Repaint	315	GSF	$4,730
	Chapter Cost			**$34,730**
	Landscaping & Irrigation System			
1005	Irrigation Valves - Replace	57	Valves	$3,000
1008	Trees - Trim/Remove	1	Allowance	$15,000
	Chapter Cost			**$18,000**

Annual Total: **$52,730**

2028

(No Projected Reserve Expenses)

2029

(No Projected Reserve Expenses)

2030

#	Component	Quantity	Unit of Measure	Expenses
	Site & Grounds			
203	Fire Road - Seal/Repair	1	Allowance	$99,785
501	Stone Pillars - Repair	5,000	GSF	$9,978
517	Masonry Wall, 2ft. - Repair	1,040	LF	$7,207
517	Masonry Wall, Perimeter - Repair	1,565	LF	$15,633
1115	Monument Pillars - Repaint	27	Pillars	$17,961
	Chapter Cost			**$150,564**
	Landscaping & Irrigation System			
1005	Irrigation Valves - Replace	57	Valves	$3,326
1008	Trees - Trim/Remove	1	Allowance	$16,631
1011	Bark/Mulch - Replenish	1	Allowance	$55,436
	Chapter Cost			**$75,393**

Annual Total: **$225,957**

2031

#	Component	Quantity	Unit of Measure	Expenses
	Site & Grounds			
211	Concrete - Repair	1	Allowance	$5,738
505	Wood Rail - Repair/Replace	125	LF	$21,573
1116	Wood Surfaces - Repaint	315	GSF	$5,428
	Chapter Cost			**$32,739**

Annual Total:	**$32,739**
Grand Total:	**$311,426**

To The Property Owners Of

Magee Ranch HOA

Insurance Coverage Summary 2026-2027
Civil Code 5300

A. GENERAL LIABILITY INSURANCE

- **Name of Insurer: Farmers Insurance Exchange**
- **Effective Date of Policy: 11/15/2026 to 11/15/2027**
- **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: 11/15/2026 to 11/15/2027**
- **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: 11/15/2026 to 11/15/2027**
- **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: 11/15/2026 to 11/15/2027**
- **Property Coverage Limits: $635,000**
- **Property Coverage Deductible: $1,000**
- **Person or Entity responsible to pay the Property Insurance Deductible in the**
- **event of Loss: Association or Owner**
- **Does 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: 11/15/2026 to 11/15/2027**
- **Limits of Coverage: $700,000**
- **Deductible: $1,000**

F. WORKERS' COMPENSATION

- **Name of Insurer: Farmers' Insurance**
- **Effective Date of Policy: 3/3/2026 to 3/3/2027**
- **Limits of Liability: $1,000,000**

Magee Ranch HOA

Insurance Coverage Summary 2026-2027

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 o 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.

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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

Date Adopted 9/27/04

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 such 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.

Date Adopted 9/27/06

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.

Date Adopted 9/27/06

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
ENFORCEMENT POLICY AND SCHEDULE OF FINES

This Enforcement Policy and Schedule of Fines ("Fine Policy") sets forth the policy of Magee Ranch Homeowners Association ("Association") for imposing monetary fines and/or penalties for violations of the Association's governing documents (defined below) pursuant to California Civil Code section 5855, the Bylaws of the Association ("Bylaws"), and the Declaration of Covenants, Conditions and Restrictions ("CC&Rs"), and as may be amended from time to time.

When adopted by the Board, this Fine Policy will become part of the Association's rules and regulations, as authorized by the Governing Documents. ***This Fine Policy shall replace and supersede any other enforcement and fine policy adopted by the Board.*** *The capitalized terms in this Fine Policy shall have the meaning set forth in the CC&Rs or Bylaws, unless otherwise clearly indicated.*

1. Member Responsibility. Pursuant to the Association's governing documents which include, but are not limited to, the Bylaws, CC&Rs, and Rules adopted by the Board, and all amendments thereto (collectively, "Governing Documents") and California law, each Owner is a member of the Association and is responsible for complying with the Governing Documents. Owners are required to give their tenants, lessees, or renters, if any, copies of the Governing Documents. Owners are also responsible for compliance by their family members, tenants, lessees, renters, invitees, and guests with the Governing Documents. Any lease or rental agreement entered into by Owner with any tenants, lessees, or renters must be subject to the Governing Documents. In the case of violations by tenants, the Association will send a notice to the Owner of the violation. The Board may, in its sole discretion, send a copy of the notice to the tenant(s), lessee(s), or renter(s) as well. Any fines, penalties, or sanctions for family member, tenant, lessee, renter, invitee, and guest non-compliance will be imposed against the Owner and, as applicable, such Owner's Lot.

2. Courtesy, Warning and Violation Letters. It is the policy of the Association to receive information concerning alleged violations from Board members, committee members, Owners, and residents. Upon receipt of notice of an alleged violation, the Board will investigate the alleged violation within a reasonable time thereafter. The Board may, in its discretion, issue a courtesy warning or violation letter to the Owner alleged to have committed a violation of the Governing Documents. However, notwithstanding any other provision of the Governing Documents, the Board may, in its sole discretion, escalate enforcement and issue a hearing notice without having first issued a courtesy warning or violation letter.

3. Notice and Hearing. The Board will provide the Owner with written notice and an opportunity to be heard at a meeting of the Board before imposing a fine, penalty, or other sanction in accordance with the Governing Documents, California Civil Code section 5855, and California Corporations Code section 7341. The Board may impose one or more sanctions if it determines at this meeting that an Owner or their family member, tenant, lessee, renter, invitee, or guest has violated the Governing Documents. The Owner is entitled to attend the meeting to address the Board. Sanctions may be imposed even if the Owner does not appear at the meeting or does not submit a written explanation to the Board at or before the meeting.

4. Sanctions. Sanctions imposed by the Board may include, but are not limited to, a monetary fine or penalty in accordance with the Schedule of Monetary Fines and Penalties set forth in Section 6, below, as well as legal action, including, but not limited to, injunctive relief, or other

disciplinary action authorized by the Governing Documents and California law, including suspension of member privileges, such as the use of common area amenities. Additionally, the Association may levy Remedial Charges in accordance with the CC&Rs. Additionally, Owners found to create a consistent or regular nuisance at Board meetings or other meetings of the Association such that they are significantly interfering with Association business may be prohibited from attending meetings.

5. Payment of Fines, Penalties, and Remedial Charges. Fines, penalties, and Remedial Charges are due and payable when levied, unless a later due date is established by the Board. If a Remedial Charge is delinquent, it is subject to a late fee of the greater of ten percent (10%) of the delinquent amount or $10.00, interest of twelve percent (12%) per annum commencing thirty (30) days after the charge is due and continuing each month on the total delinquent balance until the delinquent Remedial Charge is paid, costs, and attorneys' fees.

6. Schedule of Monetary Fines and Penalties. The Board has adopted the following Schedule of Monetary Fines and Penalties, which will be in effect until changed by the Board:

A. Violations of the Governing Documents

- First Violation: Up to $500
- Second Violation: Up to $750
- Subsequent Violations: Up to $1000 per violation
- Fines of up to $1000 for continuing violations may be imposed without further hearings before the Board and may be imposed on a periodic basis (i.e., daily, weekly, or monthly fines of up to $1000)
  - Example: Up to $1000 per day, week, or month for continuing architectural violation(s)

- Remedial Charges: Per item 10 below, the Board may seek reimbursement for costs to enforce violations.

- Owners are required to notify the Board of correction of any alleged violation so that the correction can be verified.

B. Fines for Harassment

- Up to $1000 per occurrence for any violation of the Governing Documents that involves, in the Board's determination: harassment of, intimidation of, persecution of, discrimination against, and/or excessively bothering an Owner, resident, guest, invitee, family member, Association vendor, or Association managing agent

C. Fines for Violence to Persons or Damage to Property

- Up to $1000 per occurrence for any violation of the Governing Documents that involves, in the Board's determination: actual or threatened violence to persons; vandalism or intentional damage or destruction of property; or behavior that threatens the health, safety or security of Owners, residents, family, tenants, lessees, renters, invitees, guests, or agents of the Association

7. Disciplinary Action in Addition to Corrective Measures. The imposition of monetary fines, penalties, Remedial Charges, and other measures are not alternatives to compliance with the Governing Documents. Compliance may include, but is not limited to, correcting, repairing, or replacing non-compliant conditions, all at the Owner's expense.

8. Emergency Actions. Nothing in this Policy shall be construed to prevent the Board from making emergency corrections, repairs, or replacements or taking emergency action it deems necessary and subsequently providing notice and a hearing.

9. Violation of Law. The Association may treat any violation of state, municipal, or local law by an Owner or their family, tenant, lessee, renter, invitee, or guest in the same manner as a violation of the Governing Documents if the Owner's violation creates a nuisance to other Owners, residents, and/or the Association.

10. Other Remedies. The Association reserves the right to avail itself of any other remedy permitted by law and the Governing Documents, and to enforce the provisions of the Governing Documents. These remedies include, but are not limited to, bringing an action in Small Claims or Superior Court or requesting that the matter be submitted to a form of dispute resolution. 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. In a court action, the Association may seek either, or both, injunctive relief and/or recovery of fines, penalties, or Remedial Charges, if any. In addition, the Association shall be entitled to recover the full amount of all costs, including attorneys' fees and experts' fees, incurred by the Association in responding to a violation and/or in enforcing any provision of the Governing Documents.

11. No Waiver. The failure to enforce a provision of the Governing Documents does not constitute a waiver of the Association's or Board's authority to enforce such provisions or other provisions of the Governing Documents.

This Fine Policy was adopted by the Board of Directors of Magee Ranch Homeowners Association at an open meeting of the Board held on September 4, 2024.

Date: _____ _____

Secretary

MAGEE RANCH HOMEOWNERS ASSOCIATION

VOTING AND ELECTION RULES

1. General.

1.1 These Rules are intended to comply with Civil Code sections 5100 through 5130 and shall apply to Member voting: (1) to elect or remove Members of the Board of Directors; (2) regarding assessments; (3) regarding amendments to the governing documents; (4) regarding the granting of exclusive use of common area property; and (5) at the discretion of the Board of Directors, regarding any other matter that may be the subject of a vote of Association Members. The Association may utilize an Inspector or Inspectors of Elections to conduct an election by electronic secret ballot, except for an election regarding regular or special assessments pursuant to Civil Code section 5600. The Board may choose a default method for conducting secret ballot elections (i.e., written secret ballots only, opt in to electronic secret ballot, or opt out of electronic secret ballot) which shall be in effect until notice is otherwise provided.

1.2 As used in these Rules, "general notice" means providing notice by one or more of the following methods: any method provided for delivery of an individual notice pursuant to Civil Code section 4040; inclusion in a billing statement, newsletter, or other document; posting the printed document in a prominent location that is accessible to all Members or on the Association's website, if any, if such location(s) has/have been designated for the posting of general notices by the Association in the annual policy statement; if the Association broadcasts television programming for the purpose of distributing information on Association business to its Members, by inclusion in the programming.

1.3 As used in these Rules, "ballot" shall mean a secret ballot used in an Association election that is conducted in accordance with the procedures set forth in these Rules; a ballot can be an electronic secret ballot or a written secret ballot.

1.4 As used in these Rules, "electronic secret ballot" means a ballot conducted by an electronic voting system that ensures the secrecy and integrity of a ballot pursuant to the requirement of Civil Code section 5100, *et seq*.

1.5 As used in these Rules, "written secret ballot" means a ballot conducted by a paper voting system that ensures the secrecy and integrity of a ballot pursuant to the requirements of Civil Code section 5100, *et seq*.

2. Access to Association Media and Facilities.

2.1 If any candidate or Association Member advocating a point of view is provided access to association media including, but not limited to, newsletters, bulletin board, internet

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website or television programming 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.

2.2 No candidate or Association Member advocating a point of view for purposes related to an election covered by these Rules shall be allowed access to any form of Association media including, but not limited to, newsletters, common area bulletin board, internet website, social media pages or television programming after ballots are distributed as specified in Section 8.2 until the conclusion of the election. "Association media" shall not include correspondence to the Members via first-class mail, personal delivery or email. For purposes of this section, "advocacy" shall not include the following on behalf of the Association and/or its Board: (1) "get out the vote" efforts or publication of communications in any format which are solely for the purpose of encouraging Members to timely return written secret ballots and/or electronic secret ballots to the Inspector(s) of Elections for tabulation; (2) descriptions of the purpose and effect of a proposed rule change pursuant to Civil Code section 4360; or (3) a factual summary of significant changes to the governing documents accompanying the text of a proposed amendment pursuant to Civil Code section 5115(e).

2.3 "Equal access" shall mean, for written statements on any platform, publication of written statements not to exceed a predetermined number of words. The Board shall not edit or redact any statement, and shall not be required to publish any statement, which exceeds the predetermined word limit.

2.4 The Association shall not be responsible or liable for the content of any statement published pursuant to the "equal access" rules. The author or proponent of any statement or point of view shall be solely responsible and liable for the content of their statements. All statements published in Association media pursuant to the "equal access" rules must identify the author or proponent, which author or proponent must be an Association Member to be eligible to publish in Association media. Anonymous statements will not be accepted or published.

2.5 No Association funds shall be used for campaign purposes in connection with any election which is subject to these Rules, except for the "get out the vote" activities described in Section 2.1, above.

2.6 Sections 2.1 through 2.5, above, specify the manner in which the Association shall comply with the legal requirement in Civil Code section 5105(a)(1) 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."

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3. Qualifications of Candidates. Consistent with Civil Code section 5105(b), candidates for the Board of Directors and seated Directors must meet qualifications as set forth hereafter.

3.1 Be a Member of the Association at the time of nomination;

3.2 Be current in all regular and special assessment payments;

3.3 Not have a past criminal conviction that would either (a) prevent the Association from purchasing the fidelity bond or insurance coverage required by Civil Code section 5806 should the person be elected, or (b) terminate the Association's existing fidelity bond or insurance coverage as to that person should that person be elected; and

3.4 Not be a co-Owner of a particular Lot with another candidate or Director; no more than one (1) Owner of any particular Lot may serve on the Board at the same time.

4. Nomination of Candidates. To the extent not in conflict with Civil Code sections 5100 and 5105, candidates for the Board of Directors shall be nominated as set forth hereafter.

4.1 At least thirty (30) days before any deadline for submitting a nomination, the Association shall provide general notice of the procedure and deadline for submitting a nomination and shall give all Members an opportunity to nominate themselves as candidates for the Board of Directors.

4.2 Notwithstanding Section 4.1, above, in order to elect directors by acclamation, the Association must provide an initial notice, via individual notice, at least ninety (90) days before the deadline for submitting nominations, that includes all of the following: the number of Board positions that will be filled at the election; the deadline for submitting nominations; the manner in which nominations can be submitted; and a statement informing Members that if, at the close of the time period for making nominations, there are the same number or fewer qualified candidates as there are Board positions to be filled, then the Board of Directors may, after voting to do so, seat the qualified candidates by acclamation without balloting. In addition, the Association must provide, between seven (7) and thirty (30) days before the deadline for submitting nominations, a reminder notice, via individual notice, that includes all of the following: the number of Board positions that will be filled at the election; the deadline for submitting nominations; the manner in which nominations can be submitted; a list of the names of all of the qualified candidates to fill the Board positions as of the date of the reminder notice; and a statement reminding Members that if, at the close of the time period for making nominations, there are the same number or fewer qualified candidates as there are Board positions to be filled, then the Board of Directors may, after voting to do so, seat the qualified candidates by acclamation without balloting. If, at the time the reminder notice will be delivered, the number of qualified candidates exceeds the number of Board positions to be filled, the reminder notice is not required.

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4.3 Interested persons must inform the Association's managing agent or Board of Directors in writing of their request to be a candidate for the Board of Directors (self-nomination). Any self-nominated candidate must disclose a past criminal conviction that would either prevent the Association from purchasing the fidelity bond or insurance coverage required by Civil Code section 5806 should the person be elected or terminate the Association's existing fidelity bond or insurance coverage as to that person should that candidate be elected to the Board.

4.4 Nominations for candidates shall close on the date established by the Association. All nominations must be in writing and delivered to the Association by the deadline established by the Association, which deadline shall be in advance of the date on which the ballots are scheduled to be distributed.

4.5 The Association shall review all persons so responding for compliance with the qualifications identified in Section 3 of these Rules. In order to conduct an election by acclamation, within seven (7) business days of receiving a nomination, the Association must provide: 1) a written or electronic communication acknowledging the nomination to the Member who submitted the nomination; and 2) a written or electronic communication to the nominee, indicating whether the nominee is or is not a qualified candidate. If the nominee is not a qualified candidate, the Association must communicate the basis for the disqualification and the procedure by which the nominee may appeal the disqualification (which procedure shall be compliant with Civil Code section 5900).

4.6 All qualified persons who timely respond to the Association's solicitation shall be candidates for the Board of Directors at the next election.

4.7 For any election of Directors and any recall election, the Association shall provide general notice of the following at least thirty (30) days before the ballots are distributed:

4.7.1 The date and time by which, and the physical address where, ballots are to be returned by mail or handed to the Inspector(s) of Elections;

4.7.2 For an election where voting by electronic secret ballot is permitted, the date and time by which electronic secret ballots are to be transmitted to the internet-based voting system and preliminary instructions on how to vote by electronic secret ballot upon commencement of the voting period;

4.7.3 The date, time and location of the meeting at which a quorum will be determined (if the governing documents require a quorum) and at which ballots will be counted;

4.7.4 The list of all candidates' names that will appear on the ballot; and

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4.7.5 A statement that the Board of Directors may call a subsequent meeting at least twenty (20) days after a scheduled election if the quorum required by the governing documents is not reached, at which time the quorum of the membership to elect Directors will be twenty percent (20%) of the Association's Members voting in person, by proxy, or by ballot.

5. <u>Electronic Secret Ballot</u>.

5.1 A Member may change their preferred method of voting from electronic secret ballot to written secret ballot, or written secret ballot to electronic secret ballot, no later than ninety (90) days before an election.

5.2 In any election conducted in whole or part by electronic secret ballot, the electronic secret ballot and a written secret ballot shall contain the same list of items which are the subject of the vote.

5.3 The Association shall maintain a voting list identifying which Members will vote by electronic secret ballot and which Members will vote by written secret ballot, and include information on the procedures to either opt out of or opt into voting by electronic secret ballot, as applicable, in the annual statement prepared pursuant to Civil Code section 5310.

5.4 A Member who votes by electronic secret ballot shall provide a valid email address to the Association.

5.5 Nomination of candidates from the floor of membership meetings shall be prohibited.

5.6 An electronic secret ballot may be accompanied by or contained in an electronic individual notice in accordance with Civil Code section 4040(a).

5.7 In an election where Members are permitted to opt into voting by electronic secret ballot, the Association shall be required to send electronic secret ballots only to those Members who have opted into voting by electronic secret ballot.

5.8 In an election where Members are permitted to opt out of voting by electronic secret ballot to vote by written secret ballot, the Association shall be required to mail written secret ballots only to those Members who have opted out of voting by electronic secret ballot or for whom the Association does not have an email address required to vote by electronic secret ballot. In addition, in any opt out election the Association shall provide individual notice at least thirty (30) days before the deadline to opt out of voting by electronic secret ballot, of all of the following:

5.8.1 The Member's current voting method;

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5.8.2 If the Member's voting method is by electronic secret ballot and the Association has an email address for the Member, the email address of the Member that will be used for voting by electronic secret ballot;

5.8.3 An explanation that the Member is required to opt out of voting by electronic secret ballot if the Member elects to vote by written secret ballot;

5.8.4 An explanation of how a Member may opt out of voting by electronic secret ballot; and

5.8.5 The deadline by which the Member is required to opt out of voting by electronic secret ballot if the Member elects to exercise that right.

5.9 A vote made by electronic secret ballot is effective when it is electronically transmitted to an address, location, or system designated by an Inspector(s) of Elections.

5.10 The Association shall deliver, at least thirty (30) days before the election, individual notice of the electronic secret ballot to each Member who will vote via electronic secret ballot. The notice may be accomplished by electronic submission to an address, location, or system designated by the Member and shall contain instructions on both on the following:

5.10.1 How to obtain access to the internet-based voting system; and

5.10.2 How to vote by electronic secret ballot.

5.11 A vote made by electronic secret ballot is effective when it is electronically transmitted to an address, location, or system designated by an Inspector or Inspectors of Elections.

5.12 A vote made by electronic secret ballot shall not be revoked.

5.13 If the Association does not have a Member's email address required to vote by electronic secret ballot by the time at which ballots are to be distributed, the Association shall send the Member a written secret ballot.

5.14 For purposes of determining a quorum, a Member voting electronically shall be counted as a Member in attendance at the meeting. Once the quorum is established, a substantive vote of the Members shall not be taken on any issue other than the issues specifically identified in the electronic vote.

6. Inspector(s) of Elections.

6.1 The Board shall appoint one (1) or three (3) Inspector(s) of Elections who shall perform all functions required by Civil Code sections 5105 and 5110, including:

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6.1.1 Determine the number of Members entitled to vote and the voting power of each;

6.1.2 Determine the authenticity, validity and effect of proxies, if any;

6.1.3 Receive and be the custodian of ballots and direct the location to which ballots shall be sent until tabulated by the Inspector(s) of Elections;

6.1.4 Provide each Member voting by electronic secret ballot with the following:

a. A method to authenticate the Member's identity to the internet-based voting system;

b. A method to transmit an electronic secret ballot to the internet-based voting system that ensures the secrecy and integrity of each ballot; and

c. A method to confirm, at least thirty (30) days before the voting deadline, that the Member's electronic device can successfully communicate with the internet-based voting system.

d. Any internet-based voting system that is utilized shall have the ability to accomplish all of the following:

i. Authenticate the Member's identity;

ii. Authenticate the validity of each electronic secret ballot to ensure that the electronic secret ballot is not altered in transit;

iii. Transmit a receipt from the internet-based voting system to each Member who casts an electronic secret ballot;

iv. Permanently separate any authenticating or identifying information from the electronic secret ballot, rendering it impossible to connect an election ballot to a specific Member; and

v. Store and keep electronic secret ballots accessible to elections officials or their authorized representatives for recount, inspection, and review purposes.

6.1.5 Correct errors or omissions on the candidate registration list (if any) and/or voting list within two (2) business days of the errors or omissions being reported, with receipt of satisfactory documentary evidence;

6.1.6 Hear and determine all challenges and questions in any way arising out of or in connection with the right to vote;

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6.1.7 Count and tabulate all votes;

6.1.8 Determine when the polls shall close, with the discretion to extend the deadline for voting as necessary;

6.1.9 Determine the results of the election;

6.1.10 Report the results of the election to the Board of Directors; and

6.1.11 Retain the candidate registration list and voter list for the time period set forth in Section 8.4.5, below.

6.2 Eligible Inspectors of Elections may include:

6.2.1 Any Association Members who are not Members of or candidates for the Board of Directors nor relatives of Members or candidates for the Board of Directors; and

6.2.2 An independent third party who is not currently employed or under contract to the Association for any compensable services other than serving as an Inspector of Elections.

6.3 The Association may, at the discretion of the Board of Directors, provide reasonable compensation to the Inspector(s) of Elections.

6.4 The Inspector(s) of Elections may appoint and oversee additional persons to verify signatures and to count and tabulate votes as the Inspector(s) deem appropriate, provided that the appointed persons would themselves be eligible to serve as Inspector(s) of Elections pursuant to Section 6.2, above.

7. Voting Rights.

7.1 Each Association Member shall be entitled to a single vote with regard to each matter that is the subject of a pending election. For purposes of these Rules, therefore, all record owners of a single Lot shall collectively constitute one "Association Member." Write-in candidates are not permitted in an election of Directors.

7.2 With regard to an election of Directors, because the Association's Bylaws permit cumulative voting if more than two (2) Directors are to be elected, each Member shall be entitled to cast a number of votes equal to the number of Directors to be elected multiplied by the number of Lots owned by that Member, and each Member may cumulate its votes. In the event the Association's Bylaws are amended to prohibit cumulative voting, cumulative voting shall not be permitted.

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7.3 A Member shall not be denied a ballot for any reason other than not being a Member at the time when ballots are distributed.

7.4 A ballot may not be denied to a person with general power of attorney for a Member and a ballot of a person with general power of attorney for a Member must be counted if returned in a timely manner (i.e., by the ballot return deadline).

7.5 The voting period will run from the date on which ballots are distributed (as specified in Section 8.2, below) until the polls are closed.

8. Voting Procedures.

8.1 Candidate Registration List and Voter List. The Association shall permit Members to verify or correct, by providing documentary evidence (including, but not limited to, a grant deed or general power of attorney) satisfactory to the Inspector(s) of Elections, the accuracy of their individual information on the candidate registration list (as applicable). The Association shall maintain a voter list which shall include each voter's/Member's name, voting power, preferred voting method (electronic or written secret ballot) and either the physical address of the voter's (a) Lot, or (b) parcel number, or (c) both, and the mailing address for the ballot if it differs from the physical address of the separate interest or if only the parcel number is used.

8.2 Mailing of Voting Packets. At least thirty (30) days before the election, one voting packet shall be delivered to each Association Member, unless the Association conducts an election by electronic secret ballot, in which case only Members who will vote by written secret ballot shall be mailed or delivered a packet containing the following:

8.2.1 The ballot or ballots;

8.2.2 Two (2) sealable envelopes. The smaller (inner) envelope shall have no markings identifying the voter. The larger (outer) envelope shall be pre-addressed to the Inspector(s) of Elections, Magee Ranch Homeowners Association. The upper left corner of the larger envelope shall contain the Member's name, address, and Lot number that entitles the Member to vote (or provide spaces to fill in such information) and provide a place for the Member's signature;

8.2.3 Instructions on how to use the two-envelope system;

8.2.4 Notice of the date, time and location of the meeting of the Board or Members at which the ballots will be opened and tabulated; and

8.2.5 A copy of these Voting and Election Rules (via individual delivery or posting to an internet website and including the corresponding website address on the

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ballot together with the phrase, in at least 12-point font: "The rules governing this election may be found here:").

8.3 Ballot Content. Each ballot shall contain the following:

8.3.1 In an election of Directors, each candidate's name listed alphabetically;

8.3.2 The identification of any other matter that is the subject of a pending Member vote;

8.3.3 A statement of when ballots must be returned by mail or hand delivery.

8.4 Receipt of Ballots.

8.4.1 All ballots shall be received by the Inspector(s) of Elections at locations as specified by the Inspector(s) of Elections.

8.4.2 If so directed by the Inspector(s) of Elections, the Association's management staff shall maintain a log of all ballot envelopes received, noting whether the outer envelopes were signed or unsigned. The Inspector(s) of Elections may contact Members who return unsigned envelopes and make arrangements for Members to sign the envelopes prior to the date that the ballots are opened and tabulated.

8.4.3 Once a ballot has been received by the Inspector(s) of Elections, it may not be revoked. A ballot shall be considered received when the voting packet envelope (the outer envelope containing the inner envelope containing the ballot) has been received by the Inspector(s) of Elections.

8.4.4 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 if a quorum is required by the governing documents or California law to conclude the election.

8.4.5 The sealed ballots, signed outer voter envelopes, voter list, proxies, and (if applicable) candidate registration list (collectively, the "Association election materials") shall at all times be in the custody of the Inspector(s) of Elections or at a location designated by the Inspector(s) until after the tabulation of the vote at a properly noticed, open meeting of the Members or the Board of Directors. Following the meeting at which ballots are opened and tabulated, the Inspector(s) of Elections shall proceed pursuant to Section 11.2, below.

8.5 Text of Amendment. If the Association conducts an election to approve an amendment of governing documents by electronic secret ballot, the Association may email the text of the proposed amendment to those Members who vote by electronic secret ballot.

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The Association shall also deliver a written copy of the text of the proposed amendment to those Members upon request and without charge. If a Member votes by written secret ballot, the Association shall deliver a written copy of the text of the proposed amendment to the Member with the ballot.

8.6 Proxies.

8.6.1 The Association shall have the option, but shall not be obligated, to distribute proxies for any election covered by these Rules. If the Association distributes a proxy form, any instruction given in that proxy directing the manner in which the proxy holder is to vote shall be set forth on a separate page of the proxy that can be detached and given to the proxy holder to retain. The proxy holder may then cast the Member's vote by written secret ballot which will be provided by the Inspector(s) of Elections upon presentation of the proxy.

8.6.2 If a Member attempts to use a proxy, any instruction given in that proxy directing the manner in which the proxy holder is to vote should be set forth on a separate page of the proxy that can be detached and given to the proxy holder to retain. The proxy holder may then cast the Member's vote by written secret ballot which will be provided by the Inspector(s) of Elections upon presentation of the proxy.

8.6.3 In the event the Association's Bylaws are amended to prohibit voting by proxy in connection with votes of the Members and/or Member meetings, voting by proxy shall not be permitted.

9. Election by Acclamation. If the Association has complied with the requirements of these Rules regarding election by acclamation and the provisions of Civil Code section 5103 and/or any successor statutes related to election by acclamation and, if, as of the published deadline for nominations, the number of qualified candidates nominated does not exceed the number of Directors to be elected, then the individuals nominated and qualified to be elected may be declared elected by the Board of Directors at an open meeting of the Board of Directors (the agenda for which must reflect the name of each qualified candidate that will be seated by acclamation if the item is approved), after which written notice of the election results shall be given to the Members.

10. Tabulation of Ballots.

10.1 The voting packet envelopes shall be opened by the Inspector(s) of Elections after the close of the of the polls which shall be determined by the Inspector(s). The Inspector(s) of Elections, or their designees, may verify the Member's information and signature on the outer envelope prior to the opening and tabulation of ballots.

10.2 The voting packet envelopes shall be opened and the ballots tabulated by the Inspector(s) of Elections in public at a properly noticed, open meeting of the Members or of the Board of Directors. A person, including a Member of the Association or an

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employee of the management company, shall not open or otherwise review any tally sheet of votes cast by electronic secret ballots before the time and place at which the ballots are counted and tabulated.

10.3 Any candidate or other Member of the Association may witness the counting and tabulation of the ballots. However, no Association Member or candidate shall communicate with the Inspector(s) during the tabulation process, and all Members and candidates must remain at least five (5) feet away from the counting area. The Inspector(s) of Elections may cause the removal of any observer who interferes with or disrupts the counting or tabulation process.

10.4 At the meeting at which ballots are to be opened and tabulated, the Inspector(s) of Elections may announce to the Members present those Members who voted by written secret ballot and neglected to sign the outer envelope and provide an opportunity for those Members to sign the outer envelope prior to tabulation of the ballots.

10.5 In the event there is a tie between candidates for the last open position on the Board, the candidates subject to the tie may decide on an appropriate method of breaking the tie (e.g., flip a coin, draw straws, etc.). If the candidates subject to the tie cannot agree on a method to break the tie, then a runoff election shall be conducted via electronic secret ballot and/or written secret ballot in accordance with these Rules. Under these circumstances, the procedures set forth above regarding the nomination of candidates shall not apply.

10.6 The 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 of Directors.

11. <u>Additional Procedures</u>.

11.1 The Board of Directors shall give general notice of the tabulated results of the election within fifteen (15) days by a communication directed to all Members.

11.2 Following general notice of the tabulated results of the election being provided to the Members, the Inspector(s) of Elections shall designate that custody of all ballots, signed outer voter envelopes, voter list, proxies (if applicable), candidate registration list and tally sheet of votes cast by electronic secret ballot (if applicable) (collectively, "Association election materials") be transferred to the custodian of records for the Association. After such designation has been made, the Inspector of Elections shall immediately transfer the Association election materials to the Association and the Association shall maintain the Association election materials for such time period as required by Civil Code section 5210.

11.3 In the event of a re-count or challenge, the Inspector(s) of Elections shall, upon written request, make the Association election materials available for inspection by the challenging Association Member or its authorized representative. Outer voter

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envelopes may be inspected but may not be copied. The Association shall be entitled to redact the address of any Member on the voter list who has opted out of the membership list and the voter list. Any re-count shall be conducted in a manner designed to preserve the confidentiality of the vote.

The foregoing Election Rules were adopted by the Board of Directors of Magee Ranch Homeownes Association at an open meeting of the Board held on July 9, 2025, pursuant to Civil Code section 4355(b)(4) and are effective as of that date.

Date:

MAGEE RANCH HOMEOWNERS ASSOCIATION

By: _____
Secretary

Print Name: _____

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Rules

for the

Magee Ranch
Homeowner Association

MAGEE RANCH

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

For Sale Sign Policy

Adopted by the Board September 10, 2025

In accordance with Section 5.03 of the CC&Rs, the Board is establishing the following policy regarding placement and design of real estate signs. It is the responsibility of the owner to comply with this policy.

Sign Limitation:
Presentation signs are For Sale or For Rent signs that are temporarily installed in the front yard of a lot with the purpose of noting the home for sale or rent and by which real estate agent.

In order for to display this sign, the property must be actively listed for sale or rent. Presentation signs may be displayed during the period of time the property is for sale and must be removed within five days of close of escrow or immediately upon withdrawal from active listing status.

Locations:
All Presentation signs shall be placed within the lot line of the subject property.

Design:
All Presentation signs should match or mirror those permitted in Blackhawk HOA. The sign itself shall not exceed 40 inches in width and 13 inches in height. Signs shall have two wooden posts installed not more than 50 inches above the ground. The signs and posts shall be dark green and white only. An example of an approved sign is shown here:



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

Linda Marek — 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

[ ] Structural addition	[ ] Gazebo/Arbor	[ ] Play structure	[ ] Storage shed	[ ] Fence addition
[ ] Deck/Patio	[ ] Greenhouse	[ ] Pool/spa	[ ] Dog run	[ ] Retaining walls
[ ] Trellis	[ ] Lighting additions	[ ] Lighting standards	[ ] Skylights	[ ] Solar panels
[ ] Satellite dish	[ ] Antennae	[ ] Windows/Doors	[ ] Gates	[ ] Painting
[ ] Mail box enclosure	[ ] Sculptures	[ ] Garage doors	[ ] Lot line adjustments	[ ] Other_____

LANDSCAPE IMPROVEMENTS: [ ] FRONT YARD [ ] BACK YARD [ ] SIDE YARD

[ ] New Landscape	[ ] Tree addition	[ ] Tree removal	[ ] Arbors/vines	[ ] Hardscape
[ ] Landscape lights	[ ] Water features	[ ] 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 if mailed, or one via email) with this application*.
2. Identify which paint swatches apply to body of the house, trim/fascia, front door and garage door.

- What general color body/trim is the neighbor to your **right**? House Body _____ Trim _____
- What general color body/trim is the neighbor to your **left**? House Body _____ Trim _____
- What general color body/trim is the neighbor **directly across the street**? House Body _____ Trim _____

Please note that if all requested paint swatches 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 Body _____ Trim _____ Front Door _____ Garage Door _____

Magee Ranch Owners Association
c/o Homeowner Association Services
2266 Camino Ramon, San Ramon CA 94583
925-830-4848 | architectural@hoaservices.net

MAGEE RANCH OWNERS ASSOCIATON 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: Magee Ranch Owners Assn, c/o Homeowner Assn Services 2266 Camino Ramon, San Ramon, CA 94583. See Design Guidelines for minimum scale requirements. *Complete Application/Plans/Specs must be submitted in triplicate if mailed (or) one copy via email to: Architectural@HOAServices.net*.
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 Acknowledgment" 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.

Neighbor Acknowledgment

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 HAS Architectural at Architectural@HOAServices.net. 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.

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.

- grapestake 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.

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.