

Mabury Ranch Homeowners Association
C/o Tritz Professional Management Services, Inc.
1525 East 17th Street, Suite A
Santa Ana, CA 92705
Phone 714-557-5900 - Fax 714-619-6738

November 21, 2022

To: All Homeowners
From: Board of Directors
Re: **Annual Policy Statement**

Dear Homeowner:

In accordance with the requirements set forth in CA Civil Code and the Association's Governing Documents, the following information is being provided to you:

Association's Designated Recipient *Civil Code §§5310(01), 4035*

The Association has designated their Managing Agent, TPMS INC., to receive official communications to the Association pursuant to Civil Code Section 4035. Communications should be sent to the Association's attention, to TPMS, Inc. at 1525 East 17th Street, Suite A, Santa Ana, CA 92705.

Right of Notice to Two Addresses *Civil Code §§5310(a)(2), 4040(b)*

Any member may submit a request (in writing) to have notices sent to up to two different specified addresses pursuant to Civil Code Section 4040(b). Requests should be submitted to the Association's Designated Recipient, TPMS, Inc. at 1525 East 17th Street, Suite A, Santa Ana, CA 92705.

General Notice Location *Civil Code §§5310(03), 4045(03)*

The Association has designated the bulletin board in the Community as the General Notice Location for the Association. General Association notices and communications will be posted in this location for owner review.

Right to Receive General Notice by Individual Delivery *Civil Code §§5310(a)(4), 4045(b)*

Members have the option to receive general notices by individual delivery pursuant to Civil Code Section 4045(b).

Right to Receive Board Minutes *Civil Code §§5310(a)(5), 4950(b)*

Members have the right to receive copies of board meeting minutes so pursuant to Civil Code Section 4950(b). Minute requests should be submitted in writing to the Association's managing agent.

Assessment Collection Policy *Civil Code §§5310(a)(6), 5730*

Please review the enclosed Association Assessment Collection Policy.

Assessment Default Enforcement Policy *Civil Code §5310(a)(7)*

Please review the enclosed Association Default Enforcement Policy.

Governing Document Enforcement and Fine Policy *Civil Code §§5310(a)(8), 5850*

Please review the enclosed Association Violation / Fine Enforcement Policy.

Dispute Resolution Procedure Summary

Civil Code §§5310(a)(9), 5920, 5965

Owners' have the right to demand internal dispute resolution (commonly referred to as "IDR") and alternative dispute resolution (commonly referred to as "ADR") at different times during the collection process. Please review the enclosed IDR / ADR policy procedures.

Architectural Guidelines and Procedures

Civil Code §§5310(a)(10), 4765

Any changes to the unit that may be seen from the common area, including installation of a satellite dish, must be approved by the Board of Directors in writing before any work commences. Please review the attached ARC Request form that should be used for Architectural Requests.

Overnight Payment Mailing Address

Civil Code §§5310(a)(11), 5655

The Association overnight payment mailing address is:

**Mabury Ranch Homeowners Association
C/o Tritz Professional Management Services, Inc.
1525 East 17th Street, Suite A
Santa Ana, CA 92705**

**The Mabury Ranch Homeowner's Association
Collection Policy
Effective January 1, 2017**

Prompt payment of Assessments by all owners is critical to the financial health of the Association and to the enhancement of the property values of our homes. Your Board of Directors takes very seriously its obligation under the Declaration of Covenants, Conditions and Restrictions (CC&R's) and the California Civil Code to enforce the member's obligation to pay assessments. The policies and practices outlined shall remain in effect until such time as they may be changed, modified, or amended by a duly adopted resolution of the Board of Directors. Therefore, pursuant to the CC&R's and Civil Code, the following are the Association's assessment practices and policies:

1. Assessments, late charges, interest and collection costs, including any attorney's fees, are the personal obligation of the owner of the property at the time the assessment or other sums are levied [Civil Code Section 5650(a)].
2. The association shall provide notice by first-class mail to the owners of the separate interests of any increase in the regular or special assessments of the association, not less than thirty (30) nor more than sixty (60) days prior to the increased assessment becoming due. Regular monthly assessments are due and payable on the first day of each month. A courtesy billing statement is sent each month to the billing address on record with the Association. However, it is the owner's responsibility to pay each assessment in full each month regardless of whether a statement is received. All other assessments, including special assessments, are due and payable on the date specified on the Notice of Assessment.
3. Any payments made shall be first applied to assessments owed, and only after the assessments owed are paid in full, shall such payments be applied to late charges, interest, and collection costs, including attorney's fees, unless the owner and the Association enter into a written agreement providing for payments to be applied in a different manner [Civil Code 5655(a)].
4. Regular and special assessments levied pursuant to the governing documents are delinquent thirty (30) days after they become due. The association will levy late charges at thirty (30) days past due. If an assessment is delinquent the association may recover all of the following:
 - (a) Reasonable costs incurred in collecting the delinquent assessment, including reasonable attorney's fees.
 - (b) A late charge not exceeding ten (10%) percent of the delinquent assessment or ten dollars (\$10), whichever is greater, unless the declaration specifies a late charge in a smaller amount, in which case any late charge imposed shall not exceed the amount specified in the declaration.
 - (c) Interest on all sums imposed in accordance with this section, including the delinquent assessments, reasonable fees and costs of collection, and reasonable attorney's fees, at an annual interest rate not to exceed ten (10%) percent, commencing thirty (30) days after the assessment becomes due, unless the declaration specifies the recovery of interest at a rate of a lesser amount, in which case the lesser rate of interest shall apply and shall continue to be assessed each month until the account is brought current.
5. If a special assessment is payable in installments and an installment payment of that special assessment is delinquent for more than thirty (30) days, all installments will be accelerated and the entire unpaid balance of the special assessment shall become immediately due and payable. The remaining balance shall be subject to a late charge and interest as provided above.
6. If an assessment is not received within forty-five (45) days after the assessment becomes due and at least thirty (30) days prior to recording a lien, the Association or its designee will send a pre-lien letter to the owner as required by Civil Code Section 5660 by certified and first class mail, to the owner's mailing address of record advising of the delinquent status of the account and impending collection action. The owner will be charged a fee for the pre-lien letter. The pre-lien letter will include an offer by the Association to engage in informal dispute resolution upon receipt of a written request by the owner within fifteen (15) days of the pre-lien letter. The Board shall meet with the owner in executive session within forty five (45) days of receipt of the owner's written request pursuant to the association's "meet and confer" program required by Civil Code Section 5900, 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.

**The Mabury Ranch Homeowners Association
Lien & Foreclosure Policy
Effective January 1, 2017**

NOTICE ASSESSMENTS AND FORECLOSURE

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

ASSESSMENTS AND FORECLOSURE

Assessments become delinquent 30 days after they are due, unless the governing documents provide for a longer time. The failure to pay association assessments may result in the loss of an owner's property through foreclosure. Foreclosure may occur either as a result of a court action, known as judicial foreclosure or without court action, often referred to as nonjudicial foreclosure. For liens recorded on and after January 1, 2008, an association may not use judicial or nonjudicial foreclosure to enforce that lien if the amount of the delinquent assessments or dues, exclusive of any accelerated assessments, late charges, fees, attorney's fees, interest, and costs of collection, is less than one thousand eight hundred dollars (\$1,800). For delinquent assessments or dues in excess of one thousand eight hundred dollars (\$1,800) or more than 12 months delinquent, an association may use judicial or nonjudicial foreclosure subject to the conditions set forth in Article 3 (commencing with Section 5700) of Chapter 8 of Part 5 of Division 4 of the Civil Code. When using judicial or nonjudicial foreclosure, the association records a lien on the owner's property. The owner's property may be sold to satisfy the lien if the amounts secured by the lien are not paid. (Sections 5700 through 5720 of the Civil Code, Inclusive)

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

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

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

If a lien is recorded against an owner's property in error, the person who recorded the lien is required to record a lien release within 21 days, and to provide an owner certain documents in this regard. (Section 5685 of the Civil Code)

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

MABURY RANCH HOMEOWNERS ASSOCIATION

VIOLATION AND FINE POLICY

The Mabury Ranch Homeowners Association has adopted the following policy for violations of the CC&R's or Rules.

1. A letter is sent to the homeowner advising of the Rules or CC&R that has been violated and a period of time is set forth to correct the violation.
2. A Hearing is noticed if the violation is not corrected as requested in the initial letter. The Hearing is scheduled in accordance with the Association's documents as well as the California Civil Code.
3. At the Hearing, the homeowner has the opportunity to rebut the violation or offer an explanation.
4. The Board of Directors, acting as the Hearing Committee, will then determine if a fine is to be imposed or if another remedy is appropriate.
5. A fine of \$100.00 can be imposed by the Hearing Committee for each Rule or CC&R violation, in addition to any reimbursement due the Association for damage to the Common Area.
6. After a fine is imposed, the fine will be doubled if the violation is not corrected within two months. The doubled fine will be imposed the third month and will continue until the violation is corrected.
7. **Commencement of Work.** The Association may levy a fine in the amount of \$500.00 against any Member who commences any work to their unit or lot without obtaining architectural approval prior to commencement of any work, for which architectural approval is required. This fine is for the failure to submit plans for approval prior to commencement of a project and may be levied regardless of the subsequent approval of a project, or in the event the Member obtains approval for a project but commences construction in a manner not conforming to the approvals received. Imposition of the fine does not negate the owner's responsibility to submit the required architectural application and plans for the modifications completed. Failure to submit the necessary architectural application and plans will result in the levying of additional fines, per the schedule above.
8. The homeowner has the right to appeal the decision the Board of Directors within thirty (30) days after being advised of the Hearing results.
9. The homeowner is advised of the Hearing results within ten (10) days after the Hearing.

INTERNAL DISPUTE RESOLUTION PROCEDURE

(Civil Code Section 5920)

The California Legislature has adopted new regulations codified in Civil Code 5920 which require associations to adopt fair, reasonable and expeditious dispute resolution procedures, effective January 1, 2015. The Association has adopted the following procedures as required under such law:

1. The Association or an Owner may invoke the procedures described herein by submitting a request to the other to meet and confer in an effort to resolve any existing dispute. The request must be in writing.
2. An Owner may refuse a request to meet and confer made by the Association with the understanding that further enforcement action may be taken if the dispute is not resolved. The Association may not refuse a request by an Owner to meet and confer.
3. The Association's Board of Directors shall designate a Board member to meet and confer with the Owner.
4. The designated Board member and the Owner shall meet promptly at a mutually convenient time and place. The parties shall explain their positions to each other and attempt, in good faith, to resolve the dispute. The parties may be assisted by an attorney or another person at their own cost when conferring.
5. Any resolution of the dispute agreed to by the parties shall be set forth in writing and signed by the Owner and the designated Board member on behalf of the Association.
6. An agreement reached under this procedure is binding on the Owner and the Association and is enforceable in court if both of the following conditions are met:
 - a. The agreement is not in conflict with the law or the Association's governing documents.
 - b. The agreement is consistent with the authority granted by the Board of Directors to the designated Board member or is ratified by the Board.
7. Owners will not be charged a fee to participate in this process.

Mabury Ranch

Architectural Submission Checklist

Forms Required (two copies of each):
 Property Improvement Form (completed & signed)
 Neighbor Awareness Form (signed)

Plans & Specification:
 Three (3) sets of plans & specifications
 Drawn to scale 1/8" = 1'-0" or 1/4" = 1'-0"

Hardscape (patio slabs, walkways, planter walls, etc...):
 Dimensions shown on plans
 Shows grades for all hardscape (flow direction and slope)
 Shows elevation of hardscape (patio slab) in relationship to home's stucco screed
 Material specified for finished surfaces (concrete, brick, stone, etc...)
 Colors specified for finished surfaces

Landscape:
 Plant material species specified
 Plant material sizes specified (nursery container sizes)
 Plant material located on plans
 Dimensions for lot boundaries
 Dimensions showing locations of trees
 Dimensions of all planter areas
 Show grades for landscape areas (flow direction and slope)
 Show existing and proposed drainage systems

Raised Planters (planter area with soil level raised above surrounding soils):
 Drainage shown or specified
 Water proofing specified (between soil and building or fence surfaces)
 Material specified
 Finish colors/materials specified

Structures (patio covers, built in barbecues, gazebos, fountains, spas, fences, etc...):
 Dimensions (height, width & length) shown on plans
 Materials specified
 Finish colors specified

Forward all of the above material to:

**Tritz Professional Management
 Services, Inc.
 1525 East 17th Street, Suite A
 Santa Ana, CA 92705**

**Mabury Ranch Homeowners Association
Neighbor Awareness Form**

The intent of this form is to advise your neighbors who own residences facing and adjacent to yours of your planned improvement. Failure to obtain these signatures could delay approval in cases where visibility, drainage, noise, et cetera are involved. Neighbors are invited to contact the Architectural Review Committee to discuss their concerns and comments. However, while neighbor's comments are welcome, final disposition of all applications will be based on the application's conformance with architectural guidelines, standards and procedures.

The undersign Homeowner / Applicant certifies that the attached plans and specification were made available to the following adjacent (next-door, rear & facing) neighbors as listed below.

Address of improvements: _____

Description of improvements: _____

Please have neighbors sign and complete this section

Next Door Neighbor Name _____ **Address:** _____

Signature: _____ **Date:** _____

Comments: _____

Next Door Neighbor Name: _____ **Address:** _____

Signature: _____ **Date:** _____

Comments: _____

Rear Neighbor Name: _____ **Address:** _____

Signature: _____ **Date:** _____

Comments: _____

Facing Neighbor Name: _____ **Address:** _____

Signature: _____ **Date:** _____

Comments: _____

Homeowner / Applicant's Signature: _____ **Submittal Date:** _____

MABURY RANCH
HOMEOWNERS ASSOCIATION

Architectural Review Committee

STANDARDS

The Association, by resolution of its Board of Directors, under authority granted by the Board pursuant to Article V, Section 3 of the Declaration of Covenants, Conditions, and Restrictions for Mabury Ranch, Orange County, California (the Declaration), hereby establishes the following Architectural Standards to be administered through the Architectural Review Committee (ARC).

RECITALS

- A. Article V, Section 3 of the Declaration provides that no building, fence, wall or other structure shall be commenced, erected or maintained upon the covered property, nor shall there be any addition to or change in the exterior of any residence, structure or other improvement including, without limitation, the painting of exterior walls and fences, unless plans and specifications therefore have been submitted to and approved by the Architectural Review Committee (ARC).
- B. Article V, Section 3 of the Declaration further provides for the establishment of Architectural Standards (Standard) which include, in part, certain restrictions and limitations that are designed to: set time limitations for completion of architectural improvements; insure conformity of improvements to plans and specifications submitted for approval; and regulate other matters concerning construction, reconstruction, additions, changes and alterations to the covered property (herein called improvement(s)).
- C. The purpose of these Standards is to provide a methodology by which the Association, Members and owners of covered property within Mabury Ranch may maintain consistency in carrying out the general purposes recited in the Declaration of enhancing and protecting values, desirability and attractiveness of the covered property and enhancing the quality of life within the covered property.
- D. This document, as it may from time to time be amended, will establish the restrictions and limitations required by Article V, Section 3 of the Declaration, establish the procedural rules to be established by the ARC under Article V, Section 2 of the Declaration, and establish a guide for the Association, Members, Owners and potential Owners, to understand how requests for approvals are to be made and how review of the requests for approval shall be administered.

NOW, THEREFORE, the Board of Directors hereby establishes the following Standards for enforcement by the ARC.

ARTICLE I

ARC GENERALLY

1. Composition of ARC

In accordance with the Declarations, Article V, Section 1, the Architectural Review Committee (ARC) shall consist of not less than three (3) nor more than five (5) persons. By the implied power of the Board, the person(s) serving on the ARC serve at the pleasure of the Board; and, subject to the implied power of the Board, by resolution of the Board, it has established the policy that, unless otherwise removed by the Board, at its discretion, each person appointed to the ARC shall be appointed to serve for a two (2) year term, with at least one (1) position to be appointed/reappointed every year.

2. Meetings of the ARC

The ARC shall meet as required to perform its duties. A majority of the members of the ARC shall constitute a quorum for purposes of a vote on matters before it.

3. Maintenance of Minutes

The ARC shall maintain minutes of all meetings, as well as copies of all applications and submitted plans and specifications, a log documenting the date of complete application, date required for ARC response to the application, date of owner(s) notice of completion of approved application, date and record of inspections for compliance of any completed work, and copy of any notice of non-compliance, together with all correspondence and other documentation relevant to the application (the case file). ARC shall keep the case file for a period of not less than 4 years, after which time the case file may be destroyed without notice to the owner. The maintenance and implementation of the above stated documents may be delegated to the homeowner association's management company.

4. Indemnity of ARC Members

As members of a committee established by the Board, the provisions of Article V, Section 19 of the Bylaws of the Association concerning indemnification of the agents of the Association, shall apply to the fullest extent, to them as agents of the Board.

ARTICLE II

SCOPE OF ARC REVIEW

1. Review of Applications

The ARC shall review all applications submitted to it based on the procedures set forth in Article III, below. All applications for improvements must be submitted on the then current Home Improvement Application for ARC Approval form (application), as may from time to time be amended by the ARC. Consideration of applications for approval, among other criteria established by the ARC, shall be based on aesthetic considerations, consistency with the provisions of the Standards and the Declaration, and the overall benefit or detriment which will be achieved or will result to the adjacent properties, the common facilities and/or the development as a whole.

2. Non-liability for Approved Plans

Notwithstanding the foregoing, the ARC may consider the impact of the proposed improvement on the privacy and views of others, as relevant factors in reviewing the proposed application; however, no homeowner may place reliance on the foregoing or on the actions of the ARC, or the Board, as being guaranteed protection of their current view. The ARC shall not be responsible for protecting the other owner(s) property or residences, or any unobstructed or existing view of said other owner(s), at any time, and neither the ARC nor the Board shall be liable for any impairment of an owner(s) privacy or view, based on approval of proposed plans and specifications.

In accordance with the Declaration, the ARC does not approve the plans and specifications, or inspect the proposed improvement for engineering design, or placement, and by approving the plans and specifications, neither the ARC, the members thereof, the Association, the Members, nor the Board assumes liability or responsibility for the fitness for purpose, structural safety of any defect in design or construction in any improvement made based on such plans or specifications.

3. Appeal after Disapproval

In the event plans and specifications submitted to the ARC are disapproved, the party or parties making such submission may appeal in writing to the Board. The Board shall receive the written appeal not more than thirty (30) days following the final decision of the ARC. The Board shall then submit such request to the ARC for review. In response the ARC shall submit written recommendations to the board. The Board shall consider the appeal and all relevant information in an open meeting satisfying the requirements of Civil Code 1363.05. Within forty-five (45) days following receipt of the request for appeal, the Board shall render its written decision. Failure of the Board to render a decision within forty-five (45) days shall be deemed a decision in favor of the appellant.

ARTICLE III

PROCEDURES FOR SUBMISSION AND REVIEW OF APPLICATIONS

1. Application Process

In order to be considered by the ARC for approval, owners must submit a complete Home Improvement Application for ARC Approval (Completed Application), to the ARC with a check in the amount indicated on the application, to cover the cost and expense of the review of the application. No application shall be deemed a completed application unless it satisfies the conditions set forth in paragraphs 2 and 3 of Article III, below, and is accompanied by the review fee. Payment of a review fee in no way guarantees ARC approval of the proposed work, and in the event the proposed work is disapproved, there shall be no refund of the review fee. **Please note that the current practice of the ARC is not to require a fee with submission but reserves the right to charge a fee in the future.**

2. Requirements of a Completed Application

In order to be a Completed Application, the owner requesting improvements must have completed and signed the application, which are from the Association Manager, together with 2 sets of plans and a completed Neighbor Awareness Form, defined at paragraph 3, below. The information required in the application regarding the improvements and the plans submitted for ARC approval shall include but not be limited to the following matters:

- a. For repainting, two (2) samples of full color paint chips for each color proposed to be utilized, the name of the paint manufacturer, and the specific applications to be made for each color.
- b. For new garage doors, screen doors, roofs, mail boxes, windows, window trim and front doors, a brochure from the manufacturer showing the specific style to be installed with a color paint chip sample (may be part of the brochure).
- c. For room additions, structure modifications, fences or other improvements, which are visible to neighbors or common areas, the architects drawings (if applicable), together with the plans and specifications for the addition; building plans, including floor, foundation, and roof plans, a description of the materials to be used; exterior elevations, surfaces and sections of all structures specifying the colors, finishes, and surface materials proposed, and the information described above for repainting.
- d. For landscaping replacement, plans showing the type, number, size, and location of trees, bushes, shrubs, plants, groundcover, hedges, fences, lines, sprinklers, valves and proposed features, and grading showing elevations and drainage.

3. **Neighbor Awareness Form**

In order to inform neighbors and other interested owners of the proposed improvements and give them the opportunity to comment on the owners proposed improvements, no application shall be deemed to be complete unless a properly completed neighbor awareness form accompanies it. The neighbor awareness form shall be made on a form as from time to time prescribed by the ARC. The purpose for this form is to adequately alert the owner's neighbors of the proposed application and allow the owner to contact the ARC if the neighbor has any objections or concerns with the proposed improvement(s). The neighborhood awareness form shall briefly identify the nature and extent of the proposed improvements and other matters more fully described in the application, and recite that the neighbor may review the submitted application at any time after it is submitted. A neighbor awareness form shall be attached to the application and/or may be obtained from the Association Manager.

Although the neighbor awareness form is a condition to a completed application, consent by the neighbor(s) to the proposed improvements shall not be a condition for approval of the completed application. In no event shall the ARC be responsible or liable to any neighbor or other interested, or affected person, who is finally determined to be injured or harmed by the construction of the Improvements, due to the ARC failure to consider the improvements to have an effect on said person's property.

4. **Time for Review and Decision**

The ARC shall consider only Completed Applications for approval or disapproval. The ARC shall provide a written decision indicating the approval or disapproval of the application submitted, and if disapproved, the reason for disapproval and the process for reconsideration by the Board of Directors. Approval requires a majority of members of the ARC. The owner will be notified by the Association Manager in writing of the approval or denial. In the event the ARC fails to approve or disapprove a Completed Application within thirty (30) days, after the same has been duly submitted in accordance with any and all rules regarding such submission adopted by the ARC, such plans and specifications will be deemed approved. Any application, which is incomplete for any reason whatsoever, shall not be deemed approved as a result of the action or inaction of the ARC.

5. **Completion of Approved Improvements**

If it is contemplated that the completion date shall extend beyond ninety (90) days from the date of approval, such information shall be noted upon the application to the ARC. If during the construction process it is determined that the improvements cannot be completed

within the time frames allowed, the owners shall submit to the ARC a request for extension in time to complete. Subject to paragraph 6, below, owners failure to complete the approved improvements within said ninety (90) days, or as extended by the Board, shall entitle the Board to all legal remedies provided under the Declaration to bring any partially complete improvements into compliance.

All improvements shall be completed in accord with the plans and specifications submitted to and approved by the ARC. Any unapproved modifications or variances from approved plans shall be considered a violation, and all powers of enforcement granted by the Declaration shall be available to the ARC and/or the Association.

6. **ARC Inspection Rights**

During the construction of the approved improvements, and following the completion of the improvements, the ARC may at any time inspect the work of improvement to verify conformance of the work with the application approved. During the course of construction or after completion, if upon inspection by the ARC the work of improvement does not comply with the approved application, or does not conform to the approved plans and specifications, the ARC shall, in accordance with Article V, Section 3 (b) of the Declaration, file for recording in the County Recorders Office for the County of Orange, a Notice of Violation, Re: Non-Conformity, identifying the violating residence and its owner, and specifying the reason for the Notice, and the steps to be taken to correct the violations and bring the work into compliance. Upon receipt of the ARC violations notice, the owner shall cease any further improvement work and shall begin work to correct any violations of improvements that do not conform, to completion of said items within thirty (30) days of the owner's receipt of the ARC notice. In the event the Owner does not cease work of improvement and begin work to correct the violations so described, the ARC shall commence its legal proceedings to enforce compliance at the expiration of the thirty (30) day period.

Upon the owner's completion of the work necessary to bring the work of improvement into compliance, the owner shall send the ARC a notice of completion of non-conforming items, and the ARC shall have the right to further inspect and verify compliance. This same inspection and correction procedure shall continue until the work of improvement substantially complies with the approved plans and specifications.

The ARC's failure to inspect or failure to notify the owner of any violation, within sixty (60) days of stated date of completion shall be deemed approval of compliance with the approved application, plans, and specifications.

ARTICLE IV

ARCHITECTURAL STANDARDS

Pursuant to Article V, Section 3, of the Declaration, the Board adopts the following Architectural Standards to be administered by the ARC, in accordance with this document:

1. Painting

Color-coating and painting of residences, fences, or appurtenant structures must yield a compatible appearance to surrounding homes and not drastically alter the appearance of the structure. The painting of any structure with a different color than provided on the residence by the builder, or previously approved by ARC, must receive ARC approval. Generally, soft earth-tone colors shall be acceptable, providing they are compatible with surrounding colors, but do not duplicate adjacent dwellings, color schemes and dwellings directly across the street color schemes. Colors which shall not be appropriate include:

- Bright garish colors (pink, violet, blue, etc.)
- Bright surface finishes (high gloss or reflective finishes, etc.)
- Redwood

2. Siding/Stucco

If re-siding, submittal to the ARC of the change is needed. Submit a color sample, photo of the existing residence and brochure. If stucco is being requested, the type of stucco and description, surface texture intended (including sample), should be submitted as well. The ARC will review other siding materials upon submission by homeowners. In addition to the above, samples of siding and color must be submitted and approved by the board prior to commencement of the siding job.

3. Roof Replacement

There shall be no asphalt roofing material, no wood shake material, and no ornamental or brightly colored tile. Any roof replacement must conform with current fire codes and standards of the community.

4. Windows

So long as the appearance (color or material) does not change, replacement of windows is considered normal home maintenance and review by the board is not required unless windows can be viewed from the street, or common area, or are on the front of the house. If only a portion of windows are being replaced, replacement windows should match those already installed in the home. For window additions or changes/replacement submittal should include a brochure and/or samples of the brand and color of window to be installed. If a window addition or shape change is planned, a plot plan indicating the side(s) of the house where the window(s) will be installed along with a photo of that portion of the house affected with the window drawn in.

5. Walls/Fences/Gates

Walls, fences, and gates shall be constructed of materials which are compatible with the surrounding structures and shall not significantly alter the appearance from that which was provided at the time of original construction. The construction of any fence which is different in material, design or location from that which is provided on the residence by the

builder must receive ARC approval. All walls, fencing, and gates must also conform to city standards. Fence materials which are not acceptable for use at any private residence include, but are not limited to the following:

- Chain Link
- Chicken wire or other wire mesh
- Sheet metal or siding material
- Construction grade unfinished block

6. Structure Modification/Additions

Any exterior additions to an existing dwelling including but not limited to decks, patios or other improvements must be approved by the ARC prior to commencement of any construction or modifications. Any exterior additions or modifications to any dwelling or other improvements should be constructed of like materials and colors of the dwelling. For additions which change the footprint or square footage of the house, submittal for architectural review should include a plot plan and elevations of the improvement.

7. Screen Doors

The ARC has determined that screen doors shall be allowed within the Mabury Ranch community. The ARC reserves the right to establish standards for the installation of screen doors that will have a visual impact on neighbors and common areas. The approval of the ARC must be obtained prior to the installation of any screen door.

8. Architectural Screens

Screens which are erected to conceal items such as recreational vehicles, satellite antennas, etc., as required by the Declaration, shall be constructed of a suitable material and fabricated in a lattice-type pattern. Screens must have no openings larger than three inches (3") in diameter in any direction. Screens must blend with the residence as well as fencing and appear as an integral part of the residence so as not to significantly alter the appearance of the residence. All screens shall be designed so as not to be higher than the top lateral line of the first floor of the residence. Screens shall be painted to match the color of the residence.

9. Walkways/Driveways

Any changes to driveways and walkways including, but not limited to texturing, staining, and resurfacing, must include a description of materials to be used, and a color sample, and be submitted and approved by the ARC before installation and must conform with the standards of the community.

10. Lighting

The addition of any exterior lighting, which can be viewed from the street or common area, must be approved by the ARC. Approval will be based on the condition that any added lighting will be reflected away from adjacent residences and away from the vision of

passing motorists and must conform to the standards of the community.

11. **Mailboxes**

Existing mailboxes and posts shall be properly maintained. No mailbox shall be replaced until plans and/or specification showing the replacement have been submitted to and approved by the ARC. Mailbox colors, styles, and designs shall be compatible to the neighborhood standards and to the house style and color. Mailboxes are not to be an artistic medium for styles, types, or colors that are not conforming to the general architectural themes of the community. The ARC reserves the right to adopt standards and to require mailboxes of pre-determined specifications to be installed. Owners should consult the local post office to determine height requirements and obtain approval if relocating the mailbox.

12. **Landscape**

Changes to landscaping, including but not limited to removal of trees, and changes to front or side lawn or grass areas, including the addition of synthetic lawns, shall require approval by the ARC. Please contact the ARC if there is any question as to whether or not a change should be submitted. Submit plans for review by the ARC showing type, number, size, and location of trees, bushes, ground cover, shrubs, plants, hedges, sprinklers, and valves.

13. **Solar Heating**

Any application for approval of a solar energy system shall be reviewed and approved or disapproved in compliance with California Civil Code Section 714, as it may from time to time be amended.

14. **Play Equipment /Basketball Backstops/Batting Cages**

Swing sets, trampolines and other play equipment should be located at the rear of the house and placed in such a location as to minimize the impact on neighboring views as much as possible. Batting cages must not be visible from any common area or from the street and must be no higher than the existing fence surrounding the property. While it is understood that basketball backstops typically make use of hard-surfaced driveways, they must not be attached directly to the dwelling.

15. **Satellite Dishes/Antenna Structure**

Satellite dishes and antenna structures should be installed so that views from streets are minimized. Placement at the side or rear and use of screening with plantings can accomplish this requirement. This can be done using a current photo of the area, a plot plan, or elevation drawing.

16. **Flag Poles**

All freestanding flag poles to be installed, either visible from the street or common areas, must receive ARC approval.

CONSTRUCTION AND MAINTENANCE

1. **Hours of Operation**

All construction operations shall be carried on between the hours of 7:00 a.m. and 5:00 p.m., Monday through Friday, and 9:00 a.m. and 4:00 p.m. on Saturday. There shall be no construction activities conducted on Sundays or holidays. City ordinances pertaining to hours of operation shall be observed.

2. **Construction Equipment**

Trucks, concrete mixers, trailers, trash bins, compressors and other types of construction equipment, as well as private vehicles of construction crew members, shall be parked only in areas designated by the ARC and only for such periods of time as approved by the ARC. The owner shall be financially responsible for any equipment removal or necessary repairs required by the ARC.

3. **Streets and Walkways**

No construction debris, trash, or materials may be permitted to remain on the streets or walkways. All items of such nature must be temporarily stored on the owner's lot or removed on a daily basis. In the event that any materials are delivered and deposited on the walkways or common areas, the owner will be held responsible for the costs involved in cleaning and/or restoring same.

4. **Dust and Noise**

The owner shall be responsible for controlling dust and noise resulting from construction operations on his or her property.

5. **Restoration or Repair of Other Property Damaged**

Damage to other property, including, without limitation, other lots and common areas, shall be repaired or restored promptly at the expense of the person causing the damage or the owner of the lot where the construction activity is taking place. Upon completion of construction, each owner and builder shall clean the construction site and repair or restore all damaged property, including, without limitation, restoring grates and repairing streets, driveways, sidewalks, drains, culverts, ditches, signs, lighting, and fencing.

6. **Drainage**

There shall be no interference with drainage systems (whether surface or subterranean) or any other interference with the established drainage pattern over any of the properties,

unless an adequate alternative provision is approved in writing by the ARC.

7. **Maintenance of Improvements**

The repair and maintenance of any work or improvement will be the responsibility of the installing owner and subsequent owner.

8. **Landscape**

All landscaping shall be maintained in a neat and orderly condition and maintain the theme and character of the neighborhood. The owner shall not permit weeds or debris to collect, nor permit landscaping to become a trip hazard or overhead clearance hazard (minimum overhead clearance 6'6"), including encroachment onto any common areas by:

- Trees or bushes
- Ground cover
- Soil or rocks
- Vines

9. **Basketball Backstops**

Basketball backstops shall be maintained in good condition including nets.

**Mabury Ranch Homeowners Association
Addition to the Architectural Guidelines
6/9/2010**

SOLAR POWER SYSTEMS:

- A. **Scale Drawings.** Detailed scale drawings and the proposed location of the installation must be submitted to the Architectural Committee along with the Application for Approval of any Improvements that include all or any part of a solar power system.

- B. **Solar Panels.** Solar panels shall be placed (1) at locations that take into consideration the aesthetic balance of the house and the overall appearance of the community, (2) in a plane parallel to the roof plane, and (3) in a location that does not transmit glare to the surrounding houses. They preferably should be installed at the rear of the house or garage. Solar panels must be joined abutting each other with no gaps. Solar panels shall not exceed an overall height of eight inches (8") from the roof surface when being used for domestic water heating and not more than four inches (4") when used for swimming pool water heating.

- C. **Other Equipment.** Preferably, no pipes or other equipment should be exposed to public view. Any hot water storage tank located outside the house or garage must be completely enclosed. If any pipe or other equipment is visible, it shall be painted to match the color of the adjacent surface.

DATE: January 21, 2016

TO: All Homeowners Mabury Ranch Homeowners Association

FROM: The Board of Directors
Mabury Ranch Homeowners Association

RE: Approved Architectural Addendum

One of the more important functions of our community association is to enhance the desirability, attractiveness and living experience by preserving the architectural character of the neighborhood. Enclosed, please find a copy of the Association's approved Architectural Addendum governing all alterations, additions, modifications and changes to any Home, Lot or Unit within our Association. It is the responsibility of every homeowner to review the Architectural Addendum in its entirety and to submit all requests for architectural changes in full conformance with these guidelines and standards prior to the commencement of any work. These guidelines and each Member's compliance with them are intended to help maintain our community's architectural integrity and property values.

The goal of the Architectural Addendum is to provide a fair, reasonable, and expeditious procedure for making decisions when reviewing architectural improvement requests. Please remember, all requests must be in writing and shall include sufficient plans and specifications for the Architectural Committee to determine the full extent of the proposed changes and their compliance with the enclosed guidelines and standards.

Should you have any questions regarding the Architectural Addendum and compliance with these regulations, please contact Accell Property Management at 949-581-4988 for assistance. Please keep a copy of the Architectural Addendum as part of your permanent records for the Association.

Sincerely,

The Board of Directors
Mabury Ranch Homeowners Association

**Addendum to the Mabury Ranch Architectural Standards:
Drought-Tolerant Live Plant & Artificial Turf Guidelines
Re: CC&Rs, Section 4 – Standards for Maintenance and Installation, B & C**

Background: In light of the new California watering restrictions, the MRHOA Board agreed to amend the current landscaping standards to address drought-tolerant plantings. On October 7, 2015 the MRHOA Board voted to adopt the *Drought-Tolerant Live Plant & Artificial Turf Guidelines* addendum to the Architectural Standards.

Due to the California watering restrictions, the MRHOA has had to take a more lenient approach to small brown patches in lawns. However, homeowners should be advised that turning off the water and allowing an entire lawn to turn brown is not allowed.

As stated in the MRHOA CC&Rs it is the homeowner's responsibility to maintain the landscaping and replace any dead plants in a timely manner. If dead plants are observed in yards where sod has been replaced by drought-tolerant landscaping, homeowners will be mailed warnings and assessed fines if the situation is not corrected in a timely manner.

Going forward homeowners are allowed to remove sod and replace with drought-tolerant plantings or artificial turf as long as guidelines are followed in order to preserve the current character of Mabury Ranch. Well-maintained parkway strips with sod, shrubs, plants and mature trees are the current standards in Mabury Ranch common areas. Any change to homeowners' landscaping visible to the street must be consistent with the common area landscaping.

Drought-Tolerant Landscaping Overview:

- No desert landscaping will be approved
- All plans must include an irrigation system and plants must be densely populated so as to conceal most of the ground cover material
- There are no *specific* plant types required although homeowners are encouraged to contact a local nursery for advice on "California-friendly" and "non-invasive" plant choices.
- Homeowners are encouraged to include at least one tree in their drought-tolerant landscaping plan
- Homeowners should consult a professional landscaper before undertaking any sod-removal project. Homeowners should be aware that the cost to fill an entire yard with the minimum requirement of drought-tolerant plants and install a new irrigation system far exceeds the cost of planting sod.

Drought-Tolerant Live Plant Guidelines:

- 1) Acceptable ground cover includes:
 - a. any living, natural green plant material that grows no taller than 5 inches tall
 - b. bark or mulch
 - c. decomposed granite

No rock or gravel will be permitted as a *primary* ground cover. Rock used in a "feature" such as a dry creek bed may be approved on a case-by-case basis

- 2) Acceptable ground cover to plant ratio

- a. Ground cover shall be limited to no more than 20% of the entire surface. The majority of the area will be filled with natural, living plants or shrubs and irrigation, preferably a drip system

3) Non-flowering plant or shrub

- a. 1-gallon plants are the minimum size that can be planted (hanging pots are exempt)

Smaller-sized **Annuals** may be used to fill in with Spring color

4) Parkway strips in front of homes

- a. Must be natural green plant material that grows no taller than 5 inches tall
- b. When artificial turf is used in parkway strips it shall conform to the **Artificial Turf Guidelines**
- c. Must have a consistent, attractive and well-maintained appearance

Artificial Turf Overview:

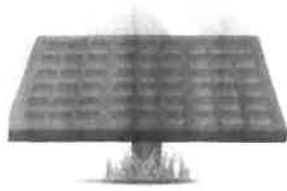
There are many aspects to consider when replacing live sod with artificial turf:

- Many of the types available do not meet MRHOA standards
- Artificial turf is not permanent. It will need to be replaced should it become damaged or when it starts to fade within 3-7 years.
- Installing artificial turf is a complicated and costly job that should be left to a professional.

Artificial Turf Guidelines:

- 1) **Color:** Must be a 3-color variety, the most realistic looking grass color
- 2) **Material:** No nylon due to its susceptibility to fading
- 3) **Pile & weight:** Minimum 40 face weight for a more realistic appearance
- 4) **Toxicity:** No lead in the manufacturing process which can seep into storm drains/ neighboring yards
- 5) **Permeability:** Only backings that are completely permeable, not backings with holes that can become clogged
- 6) **Water absorption:** Products that absorb water are not allowed. These products also absorb pet urine which creates offensive odors
- 7) **Base & drainage:** Artificial turf cannot be installed over the top of existing grass. Sod and dirt must be removed and an aggregate base and soil stabilization fabric installed to allow for proper drainage. Artificial turf must be installed according to the manufacturer's instructions.

In accordance with the existing CC&Rs, all landscaping projects must be submitted for approval to the Architectural Committee before work can begin. Submissions must include a description of the project, detailed drawing including specific plant placement, plant names and samples of any non-organic material.



Solar Panels Guidelines

Homeowners that are considering solar panels or any landscape or structural change must complete and submit an **Architectural Application Form** to the Architectural Committee **BEFORE** beginning any work. If a homeowner moves forward with a project and the Architectural Committee does not approve the application, he/she may be subject to ongoing fines until

issues are resolved. Part of the submission process requires the applicant to get signatures of immediate neighbors proving that they were informed of the process. This is for notification only. **Neighbors do not have the authority to authorize any project.** Neighbors who have concerns should report them to the property manager while the

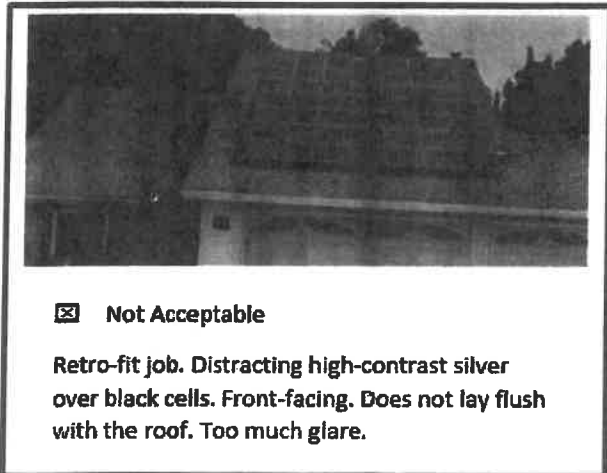
Architectural Committee is conducting its review. Questions should be directed to Morgan Bomboy at: Morgan@tpms.net Download an Architectural application at:

<http://www.myhoa.com/maburyranch/documents/arcapp.pdf>



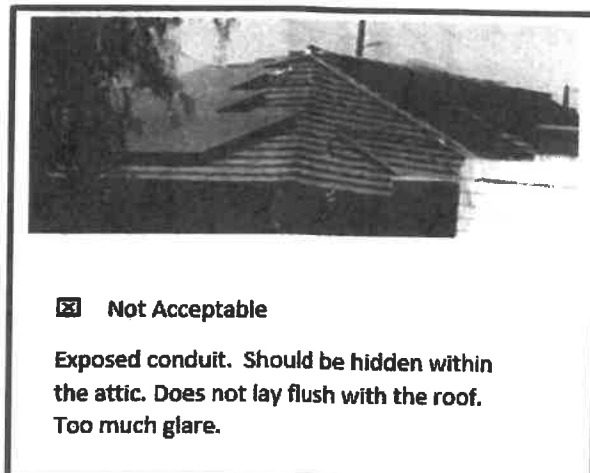
Acceptable

High-quality installation. Surrounding roof panels were removed and replaced to allow for panels that lay flush with the roof line. All matte black. No contrasting colored cells. Low-glare. Is not directly adjacent to a neighbor's home.



Not Acceptable

Retro-fit job. Distracting high-contrast silver over black cells. Front-facing. Does not lay flush with the roof. Too much glare.



Not Acceptable

Exposed conduit. Should be hidden within the attic. Does not lay flush with the roof. Too much glare.