

MEADOW OAKS HOMEOWNERS ASSOCIATION  
c/o Ralston Management  
28441 Rancho California Rd., Suite 101  
Temecula, California 92590  
(951) 296-9030

**ANNUAL BUDGET REPORT  
& POLICY STATEMENT**

**TO ALL MEMBERS OF THE MEADOW OAKS HOMEOWNERS ASSOCIATION:**

Attached are documents required by California Civil Code to be distributed to all members of the Association. Please review them and retain for your records.

1. 2024 Budget
2. Insurance Coverage Disclosures
3. Delinquent Assessment Collection Policy
4. Notice re Assessments and Foreclosure
5. Compliance Assessment Policy
6. Alternative Dispute Resolution Procedures
7. Internal Dispute Resolution Process
8. Architectural Plan Submittal Procedure
9. Operating Rules for Elections and Voting, adopted 10/26/20
10. Reserve Study Summary – January 1, 2022
11. Schedule of Collection Costs
12. Change of Address form
13. Authorization Agreement for Preauthorized Payments Form (ACH)
14. Request for Annual Notice of Address, Representative and Rental Status form

**BOARD OF DIRECTORS MEETINGS:** Meetings of the Board of Directors are held quarterly and open to all members. Notice will be posted at the Entry Gate to the community. The members' annual meeting for 2023 will be held in January. Notice of the Annual Meeting will be mailed 30 days in advance announcing date, time and location.

**ASSESSMENTS:** Assessments for 2023 will increase to \$720.00 per quarter. Assessments are due on the 1<sup>st</sup> of each calendar quarter. Payments not received within 15 days are considered delinquent and are subject to a late charge of \$72.00. Interest on the balance due will accrue at the rate of 12% per annum, commencing thirty (30) days after the assessment become due. *Billing statements are sent as a courtesy only; assessments are due timely regardless of receipt of a billing statement.*

**ADDRESS OF RECORD:** Please be sure to keep your mailing and email address and phone number current with the Association office as this is your address of record.

**MINUTES AND ANNUAL REPORT:** Copies of Minutes of the Board of Directors meetings or Annual Reports may be obtained from Ralston Management by submitting a written request along with \$10.00 each to cover printing & handling.

**CC&Rs and BYLAWS:** CC&Rs and Bylaws are provided to property owners through the escrow process. Additional copies may be obtained from the Association office by submitting a written request along with \$20.00 each to cover printing & handling.

**ANNUAL BUDGET REPORT & POLICY STATEMENT – page 2 of 2**

**ARCHITECTURAL CONTROL COMMITTEE:** Please be sure to submit an ACC application prior to commencing any exterior project or house painting. Call Ralston Management to obtain application forms.

**DESIGNATED AGENT FOR RECEIPT OF ASSOCIATION MAIL:**

The name and address of the person designated to receive official communications on behalf of the Association is as follows:

Luci Ralston, HOA Manager  
Ralston Management  
28441 Rancho California Rd., Suite 101  
Temecula, CA 92590

**SECONDARY ADDRESSES FOR OWNERS:**

As provided in Civil Code sections 4040(b) owners have a right to receive (1) annual reports the Association is required to provide to owners and for (2) mailings and notices related to assessment payments, delinquencies and foreclosures at an additional address if they submit a secondary address to the Association. The owner's request must be in writing and mailed to the Association management office.

**POSTING LOCATION OF GENERAL NOTICES:**

The location designated for posting of a General Notice is at the Entry Gate.

**OUTSTANDING LOANS:** There are no outstanding loans.

**MAILING ADDRESS FOR OVERNIGHT PAYMENT OF ASSESSMENTS:**

Ralston Management, 28441 Rancho California Rd., Suite 101, Temecula, CA 92590

**INDIVIDUAL DELIVERY NOTICE:**

Documents designed by the Civil Code as requiring General Delivery or General Notice will be delivered using one of the methods detailed in Civil Code section 4045(a) which includes: (1) First-class mail, postage prepaid, registered or certified mail, express mail, or overnight delivery by an express service carrier. (2) E-mail, facsimile, or other electronic means, if the recipient has consented, in writing, to that method of delivery. The document shall be addressed to the recipient at the address last shown on the books of the association. The consent may be revoked, in writing, by the recipient.

If a member of the Association wishes to receive these general notice documents by individual delivery, they must make such a request to the Association, and the Association will comply with the request.

November 28, 2023

MEADOW OAKS HOMEOWNERS ASSOCIATION

## MEADOW OAKS HOMEOWNERS ASSOCIATION

## 2024 BUDGET

(January 1 - December 31, 2024)

	2023 Annual Budget	2024 Annual Budget
<b>REVENUES</b>		
Assessments: 53 units@720/qtr	\$ 152,640.00	\$ 152,640.00
Late fees	66.00	0.00
Interest-RESERVES: PW #0181	0.00	0.00
Interest-CD-LOB-Cert612141767	0.00	0.00
Interest-CD-LOB-Cert612152733	0.00	0.00
Interest-CD-LOB Cert612155850	0.00	0.00
Gate Transmitters	160.00	80.00
Collection Costs	0.00	0.00
CC&R fines	0.00	0.00
Sale of miscellaneous items	0.00	0.00
	<hr/>	<hr/>
Total Revenues	152,866.00	152,720.00
	<hr/>	<hr/>
Gross Revenues	152,866.00	152,720.00
	<hr/>	<hr/>
<b>EXPENSES</b>		
Uncollectable Assessments	0.00	0.00
Cleaning Supplies	20.00	0.00
Electrical Repair	22.00	0.00
Exterminating Expense	700.00	300.00
Fence/Gate Maintenance	0.00	0.00
Facilities Maintenance	42,600.00	47,400.00
Facilities Maintenance - subs	1,950.00	2,916.00
Misc Maint -Landscaping extras	0.00	1,000.00
Gate remotes/cards	160.00	80.00
Miscellaneous Supplies	100.00	0.00
Landscape Maintenance	3,000.00	0.00
Weed Abatement	1,600.00	2,500.00
Electric	855.00	1,084.00
Telephone	2,400.00	2,281.00
Trash	641.00	705.00
Water/Sewer	2,704.00	1,661.00
Review & Tax Prep Expense	1,295.00	1,295.00
Insurance-due in July	4,000.00	3,056.00
Licenses/Secy of State	0.00	35.00
Management Contract	13,200.00	13,200.00
Office Expense	500.00	700.00
Postage	179.00	337.00
	<hr/>	<hr/>
Total Operating Expenses	75,926.00	78,550.00
	<hr/>	<hr/>
NET INCOME BEFORE RESERVES	76,940.00	74,170.00
	<hr/>	<hr/>
Budgeted Reserves Contribution	(76,940.00)	(74,170.00)
	<hr/>	<hr/>
TOTAL NET INCOME	\$ 0.00	\$ 0.00
	<hr/>	<hr/>

## INSURANCE COVERAGE DISCLOSURES

**“This summary of the association’s policies of insurance provides only certain information, as required by subdivision (9) of Section 5300(b) of the CA Civil Code, and should not be considered a substitute for the complete policy 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 reasonable duplication charges, obtain copies of those policies. Although the association maintains the policies of insurance specified in this summary, the association’s policies of insurance may not cover your property, including personal property, real property improvements to or around your dwelling, or personal injuries or other losses that occur within or around your dwelling. Even if a loss is covered, you may nevertheless be responsible for paying all or a portion of any deductible that applies. Association members should consult with their individual insurance broker or agent for appropriate additional coverage.”**





**MEADOW OAKS HOMEOWNERS ASSOCIATION  
BOARD OF DIRECTORS RESOLUTION**

**ASSESSMENT COLLECTION POLICY**

**WHEREAS, Meadow Oaks Homeowners Association is a California tax-exempt corporation; and**

**WHEREAS, the Association's Board of Directors under the CC&Rs and Bylaws of the Association has the responsibility to enforce the legal documents of the Association and comply with California Civil Code; and**

**WHEREAS, the Association had an assessment and foreclosure policy previously adopted by the Board of Directors; and**

**WHEREAS, Civil Code §§1365.1, 1367.1, 1363.001, 1367.4, 1367.5, and 1366.3 have changed effective January 1, 2006, and were renumbered effective January 1, 2014; and**

**WHEREAS, the Board of Directors wishes to be in compliance with the current California Civil Code;**

**NOW, THEREFORE, BE IT RESOLVED that the Board of Directors at the regularly scheduled meeting held on \_\_\_\_\_ 11/15/16 \_\_\_\_\_ has adopted the attached Assessment Collection Policy.**

**BE IT FURTHER RESOLVED that within sixty (60) days prior to the beginning of each fiscal year, a copy of the policies and practices as herein adopted or as may be subsequently modified and amended shall be delivered to each of the members of the association in the manner and pursuant to the requirements of Civil Code §5320.**

**CERTIFICATE OF SECRETARY**

**The undersigned, the duly acting or appointed Secretary of the above corporation, certifies that the foregoing Resolution was duly moved, seconded, and adopted by the requisite majority of the Board of Directors at a duly noticed meeting of the Board held on Nov 15, 2016.**

**Dated: Nov 15, 2016**

**\_\_\_\_\_ C. Vincent \_\_\_\_\_  
Secretary, Board of Directors**



**MEADOW OAKS HOMEOWNERS ASSOCIATION  
ASSESSMENT COLLECTION POLICY**

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 to enforce the members' obligation to pay assessments. The Board has adopted this Collection Policy in an effort to discharge that obligation in a fair, consistent, and effective manner. The following are the Association's assessment collection practices and policies, pursuant to Civil Code (CC) §5310(a)(7):

1. **Due Dates:** Regular assessments are due and payable on the first day of each calendar quarter. It is the owner's responsibility to timely pay each assessment regardless of whether a statement is received. All other assessments, including special assessments and reimbursement assessments, are due and payable on the date specified in the notice of assessment.
2. **Obligation to Pay:** Assessments, late charges, interest, reasonable collection costs, and reasonable attorneys' fees, if any, are the personal obligation of the owner of the subject property at the time the assessment or other sums are levied. (CC§5650) Owners shall be responsible for all such amounts unless it is determined that all assessments were paid on time to the Association.
3. **Late Fees:** Unpaid assessments are delinquent fifteen (15) days after they are due. A late fee of \$10.00 or 10%, whichever is greater, will be charged for any assessment that is not paid in full within thirty (30) days of the due date. (CC§5650(b)(2).) A \$10 late statement fee will be charged for each quarterly late statement.
4. **Interest Charges:** Interest on the balance due will accrue at the rate of 12% per annum (compounded monthly), commencing thirty (30) days after the assessment becomes due. (CC§5650(b)(3).)
5. **Application of Payments:** Any payments received will be applied first to assessments owed, and, only after the assessments owed are paid in full will the payments be applied to fees and costs of collection, late charges, and/or interest. Payments will be applied to assessments so that the oldest assessment arrearages are retired first, unless the payment indicates that it shall be otherwise applied. (CC§5655) A late charge may accrue if payment is not sufficient to satisfy all delinquent assessments and the current month's assessment. (CC§5660(c).)
6. **Delinquency Notice:** If any assessment becomes delinquent, the Association may send a notice regarding the delinquency, and demanding payment thereof, to the owner at his/her address or addresses on file with the Association. The owner will be charged a fee for such delinquency notice. If the amount set forth in the delinquency notice is not received before the due date set forth therein, the matter may be turned over to a collection agent or an attorney for further action, including legal action, or the Association may take such other collection action as it deems appropriate.
7. **Right to Submit Secondary Address:** Owners may submit a written request to the Association to use a secondary address. (CC§5260(b).) Any such request must be delivered to the Association in a manner that complies with CC§4035. The Association will send notices to the indicated secondary address only from and after the point that the Association receives any such request. Nothing herein shall require the Association to re-send or duplicate any notice sent to the owner prior to the date that a request for a secondary address is received.
8. **Suspension of Rights of Use and Enjoyment of Recreational Common Areas and Common Facilities:** Without prejudice to its right to continue with and/or take other collection action, in the event an assessment is not paid within thirty (30) days of its due date, an owner's right to vote and rights of use and enjoyment of the common facilities may be suspended after notice and a hearing pursuant to CC§5855. The board may deactivate all wireless gate openers and all but one of the magnetic access control cards association with such property owner's lot. In such event, the owners of the affected lot will thereafter be limited to gaining access by use of the one active magnetic access control card until such time as all assessments and fines have been paid. Any such property owner may have one additional magnetic access control card activated by paying a sum equal to twice the price of an additional card, at present \$40. (Bylaws Article IV, Section 3). The



**MEADOW OAKS HOMEOWNERS ASSOCIATION  
ASSESSMENT COLLECTION POLICY  
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Association will not deny an owner or occupant physical access to his or her separate interest by way of any such suspension of privileges. (CC§4510)

9. **Pre-Lien Notice:** Prior to recording a lien for delinquent assessments, the Association, its collection agent, or its attorney will send a pre-lien letter to the record owner as required by CC§5660, by certified and first-class mail, to the owner's address of record with the Association. The owner will be charged a fee for such pre-lien letter. The Association may obtain a vesting report from a title company in connection with preparation of a pre-lien letter. If a vesting report is obtained, the owner will be charged a fee for the report.
10. **Opportunity to Meet and Confer:** An owner may dispute the debt noticed in the pre-lien letter by submitting to the Board a written explanation of the reasons for his/her dispute within fifteen (15) days of the postmark on the pre-lien letter. If such written explanation is so received, the Board will respond, in writing, within fifteen (15) days of the postmark on the explanation. (CC§5660(e)&(f).) An owner may also dispute the debt noticed in the pre-lien letter by submitting to the Board a written request to meet and confer with a designated director of the Association pursuant to the Association's Internal Dispute Resolution (IDR) established in accordance with Article 2, Section 10, of the Act (IDR) and/or a written request for alternative dispute resolution (ADR) with a neutral third party pursuant to Article 3, Section 10, of the Act (ADR). (CC§5660) Prior to recording a lien, the Association shall offer and, if so requested by the owner, participate in dispute resolution pursuant to the Association's "meet and confer" program—Internal/Informal Dispute Resolution (IDR)—commencing with CC§5900.
11. **Right to Request a Payment Plan:** Owners may submit a written request to meet with the Board to discuss a payment plan. If such request is mailed within fifteen (15) days of the postmark of the pre-lien notice, the Board will meet with the owner, in executive session, within forty-five (45) days of the postmark of such request (CC§5665(b).), unless there is no regularly scheduled meeting of the Board within that period of time, in which case the Board may designate a committee of one or more directors to meet with the owner. (CC§5665(b).) In addition to the foregoing procedure for requesting a payment plan, an owner may negotiate a payment plan with the Association's managing agent, attorney, or authorized collection agent.
12. **Payment Plans:** A delinquent owner may also request a payment plan to satisfy his/her debt, without first meeting with the Board. Payment plans will be considered on a case-by-case basis. Generally, no payment plan may exceed six (6) months in duration. Fees and/or costs may be charged for the administration of any payment plan, and these may vary based upon the duration of the payment plan. Any request for a payment plan that exceeds six (6) months in duration must be accompanied by a written explanation of the reason for the request, which includes documentation of the owner's special circumstances, financial hardship, and ability to make the payments requested. If a lien has not been recorded prior to the time that any payment plan is entered into, one may be recorded during the repayment period to secure the debt while the payment plan is pending. Payment plans must provide for full payment of the delinquent amounts, in addition to the amounts that will accrue during the repayment period, including any regular and/or special assessments, and any fees and/or costs related to the administration of the payment plan and/or for the recording and/or release of any lien. Once a payment plan is entered into, additional late charges will not accrue for so long as the owner complies with the terms of the payment plan. In the event of a default in any payment agreement, all accrued amounts, including any amounts conditionally waived, will become due and payable, and the Association will resume collection efforts from the time prior to entering into the payment plan. (CC§5665)
13. **Lien:** If an owner to whom a pre-lien letter is sent fails to pay the amounts demanded therein within thirty (30) days from the date such pre-lien letter is mailed, and unless a dispute over such debt has been resolved or payment plan has been entered as set forth above, a lien for the amount of any delinquent assessments, late charges, interest, and/or costs of collection, including attorneys' fees, will be recorded against the owner's property (CC§5675), upon a majority vote of approval of the Board during an open meeting. The Board shall record the vote in the minutes of that meeting. The owner will be charged a fee for such lien. (CC§5673)



**MEADOW OAKS HOMEOWNERS ASSOCIATION  
ASSESSMENT COLLECTION POLICY  
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14. **Notice of Recordation of Lien:** A copy of the lien will be sent to every person whose name is shown as an owner of the property in the Association's records at his/her address of record, via certified mail, within ten (10) days of recordation thereof. (CC§5675(e).) After the expiration of thirty (30) days following recordation of lien, the lien may be enforced in any manner permitted by law, including judicial or non-judicial foreclosure. (CC§5700(a).)
15. **Dispute Resolution:** Prior to initiating foreclosure for any lien, the Association shall offer to the owner of the property (CC§5705) and, if so requested by the owner, shall participate in dispute resolution pursuant to the Association's "meet and confer" program known as Internal/Informal Dispute Resolution (IDR) pursuant to CC§5900 et. seq. or as Alternative Dispute Resolution (ADR) with a neutral third party pursuant to CC§5925 et. seq. The decision to pursue internal 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 pursue judicial foreclosure.
16. **Foreclosure of Lien:** If the delinquent owner does not bring the account current after such lien has been recorded and after the above dispute resolution requirements have been met, the majority of the Board may decide, in Executive Session, to approve foreclosure of such lien, only for those regular or special assessments that are of an amount equal to or exceeding \$1,800.00 (CC§5720(b)(2).), exclusive of late charges, fees, costs of collection, attorney's fees and interest, or that are more than 12 months delinquent. The Board shall record the vote in the minutes of the next open meeting of the Board. Confidentiality shall be maintained by identifying the property by account number. (CC§5705(c).) Such Board vote shall occur at least thirty (30) days prior to any public sale.
17. **Notice to Owner of Decision to Foreclose:** If the Board decides to initiate foreclosure of a lien, it shall provide notice of such decision to the owner pursuant to CC§5705(d). The Board shall deliver notice by personal service to owner-occupants or to the owner's legal representative upon the Board voting to foreclose upon the owner's separate interest, and by first-class mail, postage prepaid, to non-occupant owners at the most current address shown on the Association's books. In the absence of written notification by the owner to the Association, the address of the owner's property shall be treated as the owner's mailing address. (CC§5705(d).)
18. **Redemption of the Foreclosed Property:** Any owner may redeem the property foreclosed upon within ninety (90) days after the sale, by paying all charges owed. (CC§5715(b).)
19. **Release of Lien upon Satisfaction of Debt:** Within twenty-one (21) days of receipt of full payment to satisfy a lien, the Association will record a release of lien and will provide a copy thereof to the owner. (CC§5685(a).)
20. **Right to Inspect Records:** Owners have the right to inspect certain Association records pursuant to Corporation Code §8333 and CC§5205 to verify the debt.
21. **Association's Addresses:** The mailing address for overnight payments, notices, or requests is:

Meadow Oaks Homeowners Association  
c/o Ralston Management  
28441 Rancho California Rd., Suite 101 - Temecula, CA 92590
22. **Association's Right to Collect by Any Lawful Means:** Nothing herein limits or otherwise affects the Association's right to proceed in any other lawful manner to collect any delinquent sums owed to the Association. The Association reserves the right to change the amount of any collection fee or charge, without notice, and reserves the right to modify or amend this collection policy at any time.
23. The foregoing policies and practices 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.



**NOTICE  
ASSESSMENTS AND FORECLOSURE**

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

**ASSESSMENTS AND FORECLOSURE**

**Assessments become delinquent 15 days after they are due, unless the governing documents provide for a longer time. The failure to pay association assessments may result in the loss of an owner's property through foreclosure. Foreclosure may occur either as a result of a court action, known as judicial foreclosure, or without court action, often referred to as nonjudicial foreclosure. For liens recorded on and after January 1, 2006, 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 area 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.**

### **PAYMENTS**

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

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

**An owner may dispute an assessment debt by submitting a written request for dispute resolution to the association as set forth in Article 2 (commencing with Section 5900) of Chapter 10 of Part 5 of Division 4 of the Civil Code. In addition, an association may not initiate a foreclosure without participating in alternative dispute resolution with a neutral third party as set forth in Article 3 (commencing with Section 5925) of Chapter 10 of Part 5 of Division 4 of the Civil Code, if so requested by the owner. Binding arbitration shall not be available if the association intends to initiate a judicial foreclosure.**

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

### **MEETINGS AND PAYMENT PLANS**

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

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



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**MEADOW OAKS HOMEOWNERS ASSOCIATION  
BOARD OF DIRECTORS RESOLUTION**

**COMPLIANCE ASSESSMENT POLICY**

**WHEREAS, California Civil Code §5310(a)(8) requires associations that have adopted a policy of imposing fines on any member for violation of the association's governing documents (including association rules) to deliver a notice to all members specifying a schedule of the monetary penalties that could be imposed; and**

**WHEREAS, the CC&Rs and/or Bylaws of the Association grants to the Board of Directors the authority to levy and collect fines for failure to conform to said CC&Rs, Bylaws, and Rules and Regulations of the Association; and**

**WHEREAS, the Board of Directors has fully discussed and considered the matter;**

**NOW, THEREFORE, BE IT RESOLVED, that the Association hereby adopts the following policies and practices for imposing fines for violation of the Association governing documents:**

- 1. A first notice of a violation shall be sent by regular first-class mail granting thirty (30) days to an Owner to correct the violation, unless the Board considers that the violation is of such a serious nature that a lesser timeframe for correction is appropriate.**
- 2. Except in urgent cases, should the violation not be corrected within said thirty (30) days or less period as specified by the Board, notice will be sent to the Owner by certified and/or first class mail setting out the alleged violation or violations and fixing a date upon which the violation will be heard by the Board of Directors. The hearing of the violation(s) will be held not less than ten (10) nor more than sixty (60) days after an Owner has received notice from the Association setting out the hearing date and advising the Owner of the violation(s) in question. At the hearing, any Owner charged with a violation shall have the right to present oral or written evidence.**
- 3. At said hearing, the Board of Directors may impose an initial fine of \$200.00.**
- 4. Should the violation continue to exist, upon hearing held, the Board of Directors may impose a fine of \$300.00 per month, per violation, until such time as the violation (s) is/are cured.**

**A continuing violation is a violation that has never been cured and continues to exist or a violation that is repeated after being cured as a result of receipt of a Notice of Hearing.**

**Each month, the alleged violating property owner may attend a hearing to address the Board regarding the alleged continuing violation; however, no new Notice of Hearing need be sent to the alleged violating property owner. This Fining Policy is intended to provide such notice to the property owners of their right to attend a hearing and address the Board.**

- 5. In the event that an Owner shall correct any violation prior to the hearing date, such Owner must notify the Association in writing prior to the hearing date in order that the correction may be verified by the Board. Upon verification that the violation has been corrected, the proceedings will be discontinued.**
- 6. The Board reserves the right, at any time during the enforcement process, to turn the violation matter over to the Association's legal counsel for enforcement via alternative dispute resolution and/or litigation.**





### **Alternative Dispute Resolution Procedures**

The California Legislature has established a public policy in this state that requires the use of Alternative Dispute Resolution ("ADR") before resorting to litigation to resolve certain conflicts that arise in condominiums, planned developments and other common interest developments. The law requires every association to distribute a summary of California Civil Code sections 5925 through 5965 to its members annually in its Annual Policy Statement prepared pursuant to Civil Code section 5310.

Rather than attempt to summarize the law, which is lengthy, and may result in omissions or misunderstandings of what the law provides, we are providing a copy of law in its entirety below. **PLEASE NOTE, Civil Code section 5965 states:**

**"Failure of a member of the association to comply with the alternative dispute resolution requirements of Section 5930 of the Civil Code may result in the loss of the member's right to sue the association or another member of the association regarding enforcement of the governing documents or the applicable law."**

Please note that the section headings below are not a part of the law, but are present only to assist you in identifying the contents of each section.

#### **§5925. ADR Definitions**

As used in this article:

(a) "Alternative dispute resolution" means mediation, arbitration, conciliation, or other nonjudicial procedure that involves a neutral party in the decision-making process. The form of alternative dispute resolution chosen pursuant to this article may be binding or nonbinding, with the voluntary consent of the parties.

(b) "Enforcement action" means a civil action or proceeding, other than a cross-complaint, for any of the following purposes:

- (1) Enforcement of this act.
- (2) Enforcement of the Nonprofit Mutual Benefit Corporation Law (Part 3 (commencing with Section 7110) of Division 2 of Title 1 of the Corporations Code).
- (3) Enforcement of the governing documents.

#### **§5930. ADR Required Before Filing Certain Actions**

(a) An association or a member may not file an enforcement action in the superior court unless the parties have endeavored to submit their dispute to alternative dispute resolution pursuant to this article.

(b) This section applies only to an enforcement action that is solely for declaratory, injunctive, or writ relief, or for that relief in conjunction with a claim for monetary damages not in excess of the jurisdictional limits stated in Sections 116.220 and 116.221 of the Code of Civil Procedure.

(c) This section does not apply to a small claims action.

(d) Except as otherwise provided by law, this section does not apply to an assessment dispute.



**§5935. Initiating ADR by Request for Resolution**

(a) Any party to a dispute may initiate the process required by Section 5930 by serving on all other parties to the dispute a Request for Resolution. The Request for Resolution shall include all of the following:

- (1) A brief description of the dispute between the parties.
- (2) A request for alternative dispute resolution.
- (3) A notice that the party receiving the Request for Resolution is required to respond within 30 days of receipt or the request will be deemed rejected.
- (4) If the party on whom the request is served is the member, a copy of this article.

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

(c) A party on whom a Request for Resolution is served has 30 days following service to accept or reject the request. If a party does not accept the request within that period, the request is deemed rejected by the party.

**§5940. Time for Completing ADR Process and Cost Splitting**

(a) If the party on whom a Request for Resolution is served accepts the request, the parties shall complete the alternative dispute resolution within 90 days after the party initiating the request receives the acceptance, unless this period is extended by written stipulation signed by both parties.

(b) Chapter 2 (commencing with Section 1115) of Division 9 of the Evidence Code applies to any form of alternative dispute resolution initiated by a Request for Resolution under this article, other than arbitration.

(c) The costs of the alternative dispute resolution shall be borne by the parties.

**§5945. Effect of ADR on Statutes of Limitation**

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

(a) The period provided in Section 5935 for response to a Request for Resolution.

(b) If the Request for Resolution is accepted, the period provided by Section 5940 for completion of alternative dispute resolution, including any extension of time stipulated to by the parties pursuant to Section 5940.

**§5950. Filing ADR Certificate when Filing Court Action**

(a) At the time of commencement of an enforcement action, the party commencing the action shall file with the initial pleading a certificate stating that one or more of the following conditions are satisfied:

(1) Alternative dispute resolution has been completed in compliance with this article.

(2) One of the other parties to the dispute did not accept the terms offered for alternative dispute resolution.



(3) Preliminary or temporary injunctive relief is necessary.

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

**§5955. Referral to ADR and Stay of Court Action by Stipulation**

(a) After an enforcement action is commenced, on written stipulation of the parties, the matter may be referred to alternative dispute resolution. The referred action is stayed. During the stay, the action is not subject to the rules implementing subdivision (c) of Section 68603 of the Government Code.

(b) The costs of the alternative dispute resolution shall be borne by the parties.

**§5960. Refusal to Participate in ADR; Effect on Award of Fees and Costs**

In an enforcement action in which attorney's fees and costs may be awarded, the court, in determining the amount of the award, may consider whether a party's refusal to participate in alternative dispute resolution before commencement of the action was reasonable.

**§5965. Annual Disclosure of ADR Procedures to Members**

(a) An association shall annually provide its members a summary of the provisions of this article that specifically references this article. The summary shall include the following language:

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

(b) The summary shall be included in the annual policy statement prepared pursuant to Section 5310.



### **Internal Dispute Resolution Process**

The Association Board reserves its right to draft and provide its own Internal Dispute Resolution ("IDR") process, consistent with the requirements set forth in Civil Code §§ 5900-5910. Until such time as the Board adopts a different internal dispute resolution process, the statutory procedure set forth in Civil Code §5915 below shall apply.

#### **§5915. Default IDR Procedure**

(a) This section applies to an association that does not otherwise provide a fair, reasonable, and expeditious dispute resolution procedure. The procedure provided in this section is fair, reasonable, and expeditious, within the meaning of this article.

(b) Either party to a dispute within the scope of this article may invoke the following procedure:

(1) The party may request the other party to meet and confer in an effort to resolve the dispute. The request shall be in writing.

(2) A member of an association may refuse a request to meet and confer. The association shall not refuse a request to meet and confer.

(3) The board shall designate a director<sup>1</sup> to meet and confer.

(4) The parties shall meet promptly at a mutually convenient time and place, explain their positions to each other, and confer in good faith in an effort to resolve the dispute. The parties may be assisted by an attorney or another person at their own cost when conferring.

(5) A resolution of the dispute agreed to by the parties shall be memorialized in writing and signed by the parties, including the board designee on behalf of the association.

(c) A written agreement reached under this section binds the parties and is judicially enforceable if it is signed by both parties and both of the following conditions are satisfied:

(1) The agreement is not in conflict with law or the governing documents of the common interest development or association.

(2) The agreement is either consistent with the authority granted by the board to its designee or the agreement is ratified by the board.

(d) A member shall not be charged a fee to participate in the process.



**M.O. HOMEOWNERS ASSOCIATION (MEADOW OAKS)  
ARCHITECTURAL APPROVAL APPLICATION**

Date: \_\_\_\_\_

Applicant Name: \_\_\_\_\_

Mailing Address \_\_\_\_\_

Property Address \_\_\_\_\_

Daytime Phone Number: (\_\_\_\_) \_\_\_\_\_ E-Mail Address: \_\_\_\_\_

Tract: \_\_\_\_\_ Lot No.: \_\_\_\_\_

Modification Requested \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

**Per the Association's Governing Documents, the review processing timeline is 45 days. Please take this into consideration when submitting plans for exterior improvements.**

**Include a \$65.00 check for grading or \$100.00 for house plans payable to Randall Hamerly**

Work Schedule \_\_\_\_\_

Commencement Date \_\_\_\_\_

Development Review Committee:

You are hereby advised that the work described above is proposed and approval is requested. Attached are 3 sets of drawings of work submitted for approval, as well as types of materials, colors and other pertinent information to be used as indicated. We understand building permits for home improvements are required by the County of Riverside, or appropriate governing agency, and the cost of the permits, and subsequent inspection(s), will be borne by us.

We acknowledge that all approved changes in the original design will be at our expense; that any and all damage to or relocation of existing sprinkler systems, swales and exterior landscaping or other damage resulting from the construction of the proposed improvement(s) shall be at our expense. Additionally, any maintenance of permitted improvements shall be at our expense, and we agree to hold harmless Meadow Oaks Homeowners Association for the maintenance cost of same.



M.O. Homeowners Association  
Architectural Application  
Page 2

Furthermore, we agree to hold harmless M. O. Homeowners Association from any liability, damage and/or loss resulting from the construction or performance of the proposed modification, whether or not constructed pursuant to approved plans, drawings and/or specifications.

Signature(s) of Owner(s): \_\_\_\_\_  
\_\_\_\_\_

RETURN APPLICATION TO  
RALSTON MANAGEMENT  
28441 RANCHO CALIFORNIA RD SUITE 101  
TEMECULA CA 92590

FOR COMMITTEE USE ONLY:

Do not write below this line

FURTHER INFORMATION REQUESTED: \_\_\_\_\_  
\_\_\_\_\_

Date Requested: \_\_\_\_\_ Date Received: \_\_\_\_\_

**DECISION:**

Approved: \_\_\_\_\_  
Date: \_\_\_\_\_

Rejected: \_\_\_\_\_

By \_\_\_\_\_  
Committee Member

\_\_\_\_\_  
Please Print Name

By \_\_\_\_\_  
Committee Member

\_\_\_\_\_  
Please Print Name

By \_\_\_\_\_  
Committee Member

\_\_\_\_\_  
Please Print Name

M. O. HOMEOWNERS ASSOCIATION (MEADOW OAKS)



**ARCHITECTURAL APPROVAL APPLICATION**

**ADJACENT & IMPACTED NEIGHBOR AWARENESS STATEMENT**

On or about \_\_\_\_\_, 20\_\_\_\_, I notified the below-listed neighbors of my intent to submit plans to the Development Review Committee for approval. I agree to make these plans available to these neighbors for review, including those that adjoin at the rear of my property.

\_\_\_\_\_  
Signature of Submitting Owner

\_\_\_\_\_  
Please Print Name

Address: \_\_\_\_\_  
\_\_\_\_\_

Where Applicable:

Neighbor's Signature: \_\_\_\_\_

\_\_\_\_\_  
Please Print Name Above

Neighbor's Signature: \_\_\_\_\_

\_\_\_\_\_  
Please Print Name Above

Neighbor's Signature: \_\_\_\_\_

\_\_\_\_\_  
Please Print Name Above



Project: \_\_\_\_\_  
Date Submitted: \_\_\_\_\_  
Lot Number: \_\_\_\_\_

## Meadow Oaks Development Review

### Article IV, Section 10:

#### 1. Plot Plan:

appr def

- Net buildable area indicated on plot plan.
- Contour lines appropriate to show site topography.
- Locations of all existing and/or proposed improvements with areas and construction types shown.
- Drainage plan specifically addressing flow patterns around improvements as well as across property lines. Significant natural drainage patterns are not altered or obstructed.
- Locations of all existing trees and significant vegetation. All trees to be removed are indicated on plan.
- Locations of all existing and proposed utilities.
- Septic system design approval by Riverside County Department of Environmental Health Services. Sizes and locations indicated on plan.
- Septic system does not pose a health hazard or nuisance to those occupying or using surrounding lots.
- Proposed improvements are not incompatible with the physical site, the adjoining lots, or the environment.
- Fire hazard fuel modification zone is indicated on plot plan.

#### 2. Floor Plan:

appr def

- Minimum square footage of 2,250 square feet of enclosed floor area devoted to living purposes, exclusive of porches, decks, patios, garages and other non-living areas.

#### 3. Exterior Elevations:

appr def

- Exterior elevations show all sides of proposed improvements.
- Floor levels, plate heights and ceiling heights are clearly indicated.
- All exterior materials, colors, finishes and textures are shown.
- Maximum height of roof and chimneys are dimensioned.

#### 4. Working Drawings:

appr def

- Complete set of drawings sufficient to communicate scope, scale and quality of construction proposed.

#### 5. Submittals:

appr def

- Color samples of all exterior materials have been reviewed and approved by the Architectural Review Committee.
- Adjacent and Impacted Neighbor Awareness Statement has been completed.
- Description of provisions for replanting removed trees and vegetation, protecting existing trees and vegetation during construction activity, and for stabilizing slopes during and after construction.
- Owner's proposed schedule of construction activity and estimated date of completion.

### Article V, Use Restrictions:

clr restr

- Developed lot is used exclusively for single-family residence only, except as provided in the Covenants, Conditions and Restrictions.
- Adequate parking for resident and guest vehicles on site. Storage of motor homes, campers, trailers, boats and other such vehicles is within enclosed structure or is screened from view of roads, adjoining lots and common areas.



**Article V, Use Restrictions: cont'd.**

clr restr

- All walls and fences along public streets have been reviewed and approved by the Architectural Review Committee. All wall and fence materials are acceptable as specified in the Covenants, Conditions and Restrictions.
- All patio covers, arbors and similar accessory structures conform to the architectural character of the primary dwelling. Said structures are of wood construction only except that vertical supports may be of stucco or masonry.
- All trash containers are kept within an enclosed space and are screened from view of roads, adjoining properties and the common area.
- All proposed improvements shall be constructed of new materials (excepting rock and used brick). No used or salvaged structures are proposed to be placed on or relocated to the site.
- No exterior lighting is proposed to be installed or maintained on the site the source of which is visible from any road, adjoining property or common area, except as required for security measures. Said security lighting shall be equipped with motion sensors and an automatic shutoff capability.
- Maximum structure height is compatible with the physical site, adjoining property development, and does not adversely affect the views of adjoining properties.

**Declaration:**

The proposed improvements, when brought into compliance with the above noted corrections, will conform to the Declaration of Covenants, Conditions and Restrictions for Meadow Oaks Development. Please resubmit appropriate revised documentation.

Signed \_\_\_\_\_

Date \_\_\_\_\_

**Declaration:**

The proposed improvements, as submitted, conform to the Declaration of Covenants, Conditions and Restrictions for Meadow Oaks Development.

Signed \_\_\_\_\_

Date \_\_\_\_\_

**Notice to Applicant:**

1. Upon approval from Development Review the applicant shall commence work on the proposed improvements within one year of the date of approval. Failure to commence work within the specified period shall result in a revocation of approval unless the applicant submits a written request to the Development Review Committee prior to the expiration of the one year period.
2. Applicant shall obtain all necessary permits and approvals from the County of Riverside and shall submit copies of same to the Association prior to commencing construction.
3. Copies of all changes to the plans required by the County of Riverside shall be submitted to the Development Review Committee as a matter of record..
4. All construction activity shall proceed in an orderly manner with minimum disruption or inconvenience to the neighborhood.
5. Any damage as the result of site construction activity to the common area or development improvements shall be restored to their former condition prior to occupancy.
6. Applicant shall give written notice to the Development Review Committee upon completion of any work for which approval is required. The Association retains the right to inspect the improvements for substantial compliance with the approved application.
7. All plans and work including, but not limited to, those relating to building and grading shall be approved by the Association prior to commencement of any work on this project. Failure to comply with the conditions stated herein may result in legal action by the Association to prevent violations.
8. The Association and the Development Review Committee take no position with regard to the riparian rights and uses, and all Development Review Committee approvals are subject to the Owner's compliance with applicable federal, state and local laws.



**M.O. HOMEOWNERS ASSOCIATION  
OPERATING RULES FOR ELECTIONS AND VOTING**

**SECTION 1 - GENERAL**

*adopted 10/26/20*

1.1 These operating rules ("Rules") shall apply to all items legally requiring a vote of the membership as required by Civil Code section 5100, and any amendments thereto, including but not limited to, elections of directors, votes to remove one (1) or more directors, votes on assessments that legally require a vote, amendments of the Governing Documents, grants of exclusive use of Common Areas, and such other votes as the Board determines should be conducted by secret ballot.

**SECTION 2 - RIGHT TO VOTE**

2.1 As described in these Rules, votes may be cast by Members either in person or by mail-in ballot. The Association may not deny a ballot to any person who is a Member of the Association at the time the ballots are distributed.

2.2 The Association may not deny a ballot to any person who has the general power of attorney for a Member of the Association. Any person with a general power of attorney for a Member must notify the Association and provide a copy of a valid general power of attorney to verify the person's right to vote on behalf of the Member. If a ballot from a person with a valid general power of attorney which has been provided to the Association returns a ballot within the timelines established for the return of all ballots, the ballot shall be counted. (Civ. Code § 5105(g).)

2.3 The Association shall retain a voter list which shall include the name, voting power, and either the physical address of the voter's Lot, parcel number, or both ("Voter List"). The mailing address for the ballot(s) shall be listed on the Voter List if it differs from the physical address of the voter's Lot or if only the parcel number is used. The Association shall permit Members to verify the accuracy of their individual information on the Voter List at least thirty (30) days before the ballots are distributed. The Association or Member shall report any errors or omissions on the Voter List to the Inspector(s) of Election, who shall make the corrections within two (2) business days. (Civ. Code § 5105(a)(7).)

**SECTION 3 - QUALIFICATION OF NOMINEES FOR DIRECTOR ELECTIONS**

3.1 Only persons who are Members of the Association may be a nominee for election. If title to a Lot is held by a legal entity that is not a natural person, the governing authority of that legal entity shall have the power to appoint a natural person to be a Member for purposes of being a nominee for election to the Board.

3.2 No Member may be a nominee if the Member, if elected, would be serving on the Board at the same time as another Member who holds a joint ownership interest in the same Lot and the other Member is either properly nominated for the current election or an incumbent director.

3.3 No Member may be a nominee if that Member discloses, or if the Association is aware or becomes aware of, a past criminal conviction that would, if the



Member was elected, either prevent the Association from purchasing the fidelity bond coverage required by Civil Code section 5806 or terminate the Association's existing fidelity bond coverage. The Association shall have no obligation to investigate the background or possible criminal history of any candidate.

**3.4** A Member who is more than sixty (60) days delinquent in the payment of regular and special assessments (not including nonpayment of fines, fines renamed as assessments, collection charges, late charges, or costs levied by a third party) is not qualified to be a nominee. A Member shall not be disqualified for failure to be current in payment of regular and special assessments if either of the following circumstances is true:

**3.4.1** The Member has paid the regular or special assessment under protest pursuant to Civil Code section 5658.

**3.4.2** The Member has entered into a payment plan pursuant to Civil Code section 5665.

**3.5** Prior to disqualifying any person from being a nominee, the Association must offer the person an opportunity to engage in internal dispute resolution pursuant to Civil Code section 5900 et seq.

#### **SECTION 4 - NOMINATION OF DIRECTORS**

**4.1** The Association shall provide general notice of the procedure and deadline for submitting a nomination at least thirty (30) days before any deadline for submitting a nomination. Individual notice shall be delivered pursuant to Civil Code section 4040 if individual notice is requested by a Member.

**4.2** The Association shall seek nominations for candidates for election by making available a "Candidate Nomination Form." All Members desiring to run for a position on the Board of Directors or Members who wish to nominate other Members must complete the Candidate Nomination Form and return the completed Candidate Nomination Form and any accompanying materials to the Association within the time prescribed on the Candidate Nomination Form. Candidate statements shall only be up to two hundred fifty (250) words. If nominating another Member, that nominee's written consent is required and must be returned with the Candidate Nomination Form.

**4.3** The Association shall retain a candidate registration list and shall permit Members to verify the accuracy of their individual information on the candidate registration list at least thirty (30) days before the ballots are distributed. The Association or Member shall report any errors or omissions on the candidate registration list to the Inspector(s) of Election, who shall make the corrections within two (2) business days. (Civ. Code § 5105(a)(7).)

**4.4** The Candidate Nomination Form submitted by each candidate may be posted on the Association's website and/or posted on the Association's gatehouse window. The Candidate Nomination Form submitted by each candidate may be enclosed with the ballot for the election and mailed at least thirty (30) days prior to the meeting. Candidate Nomination Forms and accompanying materials that are received after the



time prescribed on the Candidate Nomination Form may not be enclosed with the ballot for election, nor will late Candidate Nomination Forms be posted on the Association's website, or posted on the Association's gatehouse window. The Association will not edit the content of these Forms, but will publish a general statement of non-responsibility for the content of all published Forms. Any candidate can request in writing that his/her Form not be published as provided herein and the Association will honor any such request received prior to the date of publication of all Forms if publication occurs.

4.5 Except as provided in Paragraph 4.4, no Candidate Nomination Form or other editorial or campaign material will be published in the Association's website or other Association media.

4.6 Nothing in these Rules and Procedures is intended to disallow a Member from nominating his or herself as set forth in Paragraph 4.2 above.

4.7 Nominations for election to the Board of Directors may not be made from the floor during the meeting of the membership or the Board.

## **SECTION 5 - VOTING BY SECRET BALLOT**

5.1 Pursuant to Civil Code section 5100, elections regarding the following topics must be conducted by double envelope secret ballots pursuant to Civil Code section 5115: assessments legally requiring a vote, election and removal of directors, amendments to the Governing Documents, the grant of exclusive use of Common Area, or any other topic expressly identified in the Association's operating rules. The Board has the right to determine whether other topics requiring a membership vote will be conducted using double envelope secret ballots.

5.2 The Association shall provide general notice of all of the following at least thirty (30) days before the ballots are distributed:

5.2.1 The date and time by which, and the physical address where, ballots are to be returned by mail or handed to the Inspector or Inspectors of Elections.

5.2.2 The date, time, and location of the meeting at which ballots will be counted.

5.2.3 The list of all candidates' names that will appear on the ballot.

5.2.4 Individual notice of (1) through (3) above shall be delivered pursuant to Civil Code section 4040 if individual notice is requested by a Member. (Civ. Code § 5115(b).)

5.3 Ballots may be submitted at any time from the Members' receipt of the ballot until the announced deadline or any extension thereof as set by the Inspector(s) of Elections. Ballots returned by mail are to be returned to the address specified by the Inspector(s) of Elections and so noted in the balloting materials.

5.3.1 The Inspector(s) of Elections shall have the right to verify the Member's information and signature on the outer envelope and to review the number of ballots collected prior to the deadline for voting and inform the Board of Directors of the



number of ballots received. The Inspector(s) of Elections shall have the right to extend the voting deadline if there is an insufficient or possibly an insufficient number of ballots received. Voting envelopes shall not be opened as part of this review - only a review of unopened envelopes is allowed to verify the Member's information and determine the total number of ballots returned.

**5.3.2** Once cast, ballots cannot be revoked or changed, even if the Member attends the meeting and seeks to change or withdraw his or her vote before the polls close.

**5.3.3** The Board of Directors shall set a record date establishing those Members entitled to vote on any ballot. Should the Board fail to set a specific record date, the record date shall be the date the ballot was posted in the United States mail unless specified otherwise in the Association's Governing Documents.

**5.3.4** In accordance with the Governing Documents of the Association, Members shall be entitled to one (1) vote per Lot. Cumulative voting for directors shall not be permitted in any secret ballot for the election of directors.

**5.4** Ballots and two (2) pre-addressed envelopes with instructions on how to return ballots shall be mailed by first-class mail or delivered, or caused to be mailed or delivered by the Inspector(s) of Elections to every Member at least thirty (30) days prior to the deadline for voting. For the election of directors, ballots and voting envelopes will also be distributed at the annual membership meeting. The Association shall generally use as a model those procedures used by California counties for ensuring confidentiality of voter absentee ballots, including the following:

**5.4.1** The ballot itself will not be signed by the voter, but will be inserted into an envelope that is to be sealed by the voter. This envelope is to be inserted into a second (outer) envelope that is sealed by the voter. In the upper left-hand corner of the second envelope, the voter must print and sign his or her name, address (either address within the community or mailing address), and Lot number that entitles him or her to vote. The lack of a signature on the second envelope will not invalidate that ballot if the Inspector(s) of Elections is able to determine the identity of the Member who submitted the ballot.

**5.4.2** The second (outer) envelope is to be addressed to the Inspector(s) of Elections, who will be tallying the votes. The envelopes are to be mailed or delivered by hand to the address specified by the Inspector(s) of Elections.

**5.4.3** Balloting materials not completed in accordance with the instructions on or accompanying the balloting materials may result in the ballot being declared invalid, as determined by the Inspector(s) of Elections. The Inspector(s) of Elections shall have the right to count ballots submitted by Members failing to complete all of the above requirements so long as all ballots with similar defects are treated equally and so long as the Inspector(s) are able to verify that only one (1) ballot per voting Member has been submitted.

**5.4.4** Only the official ballots distributed by the Association will be counted. Unofficial ballots will not be counted.



**5.4.5** If a candidate whose name is on the ballot withdraws before the ballots are counted, the election will continue to go forward. However, the votes cast for a withdrawn candidate will not be counted.

**5.5** Ballots shall be counted at a membership meeting or open Board meeting. Subject to reasonable restrictions established by the Inspector(s) of Elections to prevent interference with or intimidation of the Inspector(s) during the tabulation of the ballots, any candidate or other Member of the Association may witness the counting and tabulation of the votes. No person observing the tabulation of the ballots may communicate with, interfere with, or in any way attempt to intimidate, harass or abuse the Inspector(s) or other person counting the ballots or assisting the Inspector(s).

**5.6** Except as provided above, no person, including a Member of the Association or an employee of the management company, shall open or otherwise review any ballot prior to the time and place at which the ballots are counted and tabulated.

**5.7** The candidate(s) receiving the highest number of votes shall be elected. In the event of a tie vote between candidates for the last position on the Board, the tie vote shall be decided by a single coin flip. Among those tied, the candidate with the last name earlier in the alphabet shall be "heads" and the candidate with the last name later in the alphabet shall be "tails." A tie involving more than two (2) persons shall be resolved by a blind drawing of the candidates' names, in which the first name drawn shall be elected. (Bylaws, Section 3.03(d).)

**5.8** The results of the election shall be promptly reported to the Board of Directors of the Association and shall be recorded in the minutes of the meeting and shall be available for review by Members of the Association. Within fifteen (15) days of the election, the Board shall publicize the results of the election in a communication directed to all Members or by posting it in the Common Area.

**5.9** The Association election materials (returned ballots, signed voter envelopes, Voter List, proxies and the candidate registration list) will be retained by the Inspector(s) of Elections or the Inspector's/Inspectors' designee for one (1) year following the date the Inspector notifies the Board and the membership of the vote result, unless the Inspector is notified of some challenge to the election after the notification of the election result. In this case, the Inspector or its designee shall retain these documents for one (1) year from that later date. Thereafter, the Inspector(s) of Elections shall turn over those election materials to the Association or its designated agent. At the conclusion of the three (3) year period established by Civil Code section 5210, those election materials may, at the option of the Board of Directors, be destroyed.

**5.10** The mailed secret ballots described in these Rules, once received by the Inspector(s) of Elections, will serve to establish a quorum at any meeting of Members.

## **SECTION 6 - PROXIES**

**6.1** Pursuant to Section 2.07 of the Bylaws, voting by proxy is not permitted. However, proxies may be used solely for the purpose of establishing quorum. A Member shall be entitled to designate another Member to act as the Member's proxy at a meeting for the sole and limited purpose of establishing a quorum.



## **SECTION 7 - INSPECTORS OF ELECTIONS**

**7.1** The Board of Directors will appoint one (1) or three (3) Inspectors of Elections to oversee and certify the results of the voting. Inspector(s) of Elections are to faithfully perform their responsibilities so as to ensure that the announced results of the voting and/or election represent the true and honest votes of the Members casting ballots.

**7.2** Inspector(s) of Elections may not be Board Members or a candidate for election or related to or reside with Board Members or the candidates for election.

**7.3** The Inspector(s) of Elections may not be a person, business entity, or subdivision of a business entity who is currently employed or under contract to the Association for compensable services other than serving as an Inspector of Elections.

**7.4** Unless only outside consultants are engaged to serve as the Inspectors, at least one (1) Inspector of Elections shall be a Member of the Association, although all Inspectors of Elections may be Members of the Association if so appointed by the Board of Directors. If not Members of the Association, Inspectors of Elections may be compensated for their services. Members of the Association shall not be compensated for serving as Inspectors of Elections.

**7.5** The Inspector(s) of Elections shall do all of the following:

**7.5.1** Deliver, or cause to be delivered, a copy of these Rules at least thirty (30) days before an election. Delivery of these Rules may be accomplished by either of the following methods: (1) posting them to an internet website and including the corresponding internet website address on the ballot together with the phrase, in at least twelve (12) point font, "The rules governing this election may be found here:" or (2) individual delivery.

**7.5.2** Determine the number of memberships entitled to vote and the voting power of each;

**7.5.3** Determine the authenticity, validity and effect of proxies;

**7.5.4** Receive the ballots and determine the location to which all ballots are to be returned;

**7.5.5** Hear and determine all challenges and questions to the balloting or election;

**7.5.6** Count and tabulate all ballots;

**7.5.7** Determine when the polls shall close;

**7.5.8** Determine the results of the election or balloting;

**7.5.9** Report the tabulated results of the election or balloting promptly to the Board of Directors; and



**7.5.10** Perform such other acts as may be necessary to conduct the election or balloting in fairness to all Members and in accordance with applicable law and all rules of the Association.

**7.6** The Inspector(s) of Elections may appoint additional persons to assist in performing any of the above duties. Any such persons shall meet the qualifications for appointment as an Inspector of Elections.

**7.7** The Board of Directors shall have the authority to remove and/or replace an Inspector of Elections at any time if an Inspector resigns or whenever the Board determines that an Inspector will not be able to perform his or her duties impartially in good faith, to the best of the Inspector's ability, as expeditiously as is practical, and in a manner that protects the interests of all Members of the Association, or if the Inspector ceases to meet the qualifications to serve as described above.

**7.8** Inspector(s) of Elections shall have the authority to consult with the Association's legal counsel in the event of uncertainties in the interpretation or application of Civil Code section 5100 et seq., these Rules, the Association's Governing Documents or as might otherwise be necessary to ensure a fair election that complies with the law and the Governing Documents. All such consultations shall be protected by the Association's attorney-client privilege and shall be kept confidential from all persons other than the Board of Directors. Note, however, that neither the Inspector(s) of Elections nor the Association's legal counsel shall disclose to others, including the Board, how a particular ballot was cast.

## **SECTION 8 - RECALL ELECTIONS**

**8.1** To initiate the recall of one (1) or more directors or the entire Board, the Board must receive a petition signed by Members representing at least five percent (5%) of the total voting power of the Association calling for a special meeting for the recall election. The recall petition must also include the Members' printed names and the addresses of their Lots for verification purposes. Pursuant to Bylaws Section 2.13, a vote for a recall may also be initiated by a majority of a quorum of the Board or by the President.

**8.2** Upon receipt of a valid recall petition, the Board will promptly appoint an Inspector(s) of Elections.

**8.3** Within twenty (20) days of the Board's receipt of a valid recall petition, the Board will notice the Members of and will set the time, date, and location of the special meeting to hold the recall election.

**8.4** The special meeting must be held between thirty-five (35) and ninety (90) days of the Board's receipt of the petition.

**8.5** Any recall election as well as any election for the replacement directors must be conducted by secret ballot according to Paragraph 5.1. In an effort to avoid recalled directors remaining on the Board until replacement directors are elected, the election for replacement directors will be held at the same time as the recall vote. As such, the Members will vote on two issues: (i) the recall of directors, and (ii) the



replacement of directors. The Inspector(s) of Elections will tabulate the votes on the replacement of directors immediately following the recall vote, if the recall is successful.

8.6 Generally, when there is a recall election, it is desirable and often necessary to include an election of replacement directors on the same ballot as the recall vote. If the recall election is successful in whole or in part, the Association cannot be left without a functioning Board until a later election can be conducted. Given the statutory notice requirements for an election as outlined in these Rules, if the election to fill any vacancies created by a removal vote is not conducted at the same time as the recall vote, the Association could be left without a Board to conduct the necessary and essential business of the Association, potentially causing great harm to the Association.

8.7 While Corporations Code section 7511(c) requires the Association to fix the date of the recall election not less than thirty-five (35) days, but not more than ninety (90) days after the Association's receipt of the request, the various notification requirements of Civil Code sections 5105(g)(4) and 5115(a)-(b) for the election of any replacement Directors make it difficult, if not impossible, for the Association to schedule the recall election meeting before the ninety (90) day deadline of Corporations Code section 7511(c). In an effort to meet the ninety (90) day deadline of Corporations Code section 7511(c), the Association may shorten the deadline to submit the Candidate Nomination Forms as needed to comply with the requirements of Corporations Code section 7511(c) for the recall election.

8.8 In order to curb a potential superfluous use of Association funds, a recall election may not be initiated against a Board Member(s) if the targeted Board Member(s)'s term expires within one-hundred (100) days from the date the Board received the recall petition unless the recall petition is petitioning to recall the entire Board.

8.9 The Association may facilitate the production of and pay for the cost of all recall election materials and the mailing of the same. If, however, a valid recall petition is received by the Board within twelve (12) months from the date of a prior recall election, whether the prior recall election was successful or not, the Association may facilitate the production of all recall election materials and the mailing of same, but the cost of the recall election will be borne by the petitioning party.

## **SECTION 9 - ELECTION CHALLENGES AND BALLOT RECOUNTS**

9.1 The Inspector(s) of Elections shall, upon written request, make the Association election materials (returned ballots, signed voter envelopes, Voter List, proxies and the candidate registration list) available for inspection and review by an Association Member or the Member's authorized representative should a Member challenge the election or demand a ballot recount. Signed voter envelopes may be inspected but may not be copied pursuant to Civil Code section 5200(c).

9.2 Any recount will be conducted in a manner that preserves the confidentiality of the vote. To preserve the confidentiality of the vote, Members will not be entitled to inspect the Inspector(s) of Elections' tabulation documents or notes submitted to the Association.



**9.3** Should a professional Inspector(s) of Elections act as the Association's Inspector(s) of Elections, the Member or Members challenging the election or demanding a recount of the ballot will bear the costs charged by the professional Inspector(s) of Election as a result of the election challenge and/or ballot recount. A professional Inspector of Elections is defined as an Inspector of Elections who may be compensated for their services pursuant to Paragraph 7.4.

#### **SECTION 10 - MISCELLANEOUS**

**10.1** Other than the time frames set forth in Civil Code section 5100 et seq., the time frames stated in these Rules are guidelines, generally setting forth fair and reasonable procedures for the conduct of voting and elections. However, the failure of the Board or Inspector(s) to strictly adhere to these time frames will not invalidate any election or vote so long as the procedures used allow all Members an equal opportunity to participate in the election or voting process and did not affect the results of the election.

**10.2** At the discretion of the Board of Directors, the above Rules may be modified, delayed or repealed by the Board, in whole or in part, if the California State Legislature takes any action to change the content of Civil Code section 5100 et seq., which would affect said Rules.



# **Meadow Oaks Reserve Study**

**January 1, 2022**

## **Executive Summary**

### **Reserve Fund Status**

The starting point for this financial analysis is the Reserve Fund balance of \$530,879 as of the start of the Fiscal Year on 1/1/2022. As of our Fiscal Year Start, our Fully Funded Balance is computed to be \$555,942. This figure represents the deteriorated value of our common area components. Comparing the Reserve Balance to the Funded Balance indicates our Reserves are 95% Funded. This represents a very low possibility of requiring the use of special assessments. The Cash Flow analysis indicates a positive Reserve through Year 2052 with an ending Reserve of \$717,565, or a reduction from today's Reserve Balance to \$295,627 in today's dollars.

### **Recommended Funding Plan**

To achieve the above Reserve results, I've proposed raising the current HOA Quarterly Fee by \$60 immediately and in January 2030, and by \$210 in January 2035, or as determined by future Reserve Studies. If these increases are implemented the projected Reserves would be highest in 2027 at \$537,937 and lowest in 2050 at \$126,253; with an ending reserve of \$136,733 in year 2052.



## **Meadow Oaks Reserve Study**

**January 1, 2022**

### **Component Details**

The primary purpose of the Component Details appendix is to provide the basis of funding assumptions resulting from a current analysis of the existing condition of each component. The information presented here represents a wide range of components that we observed and measured.

- 1) Common area repair & replacement responsibility
- 2) Component will have a limited useful life.
- 3) Life limit can be predictable
- 4) Above a minimum threshold cost (board's discretion - typically ½ to 1% of annual operating expenses)

Not all the components have been found appropriate for reserve funding. In our judgement, the components meeting the above four criteria are shown with the useful life (how often the project is expected to occur) Remaining Useful Life (when the next instance of the expense will be) and representative market cost range termed "best Cost" and "Worst Cost". There are many factors that can result in a wide variety of potential costs, and we have attempted to present the cost range in which your actual expense will occur.

The largest maintenance obligation of the HOA is the reconstruction of the Roads. Up until now, the Roads have been maintained by simple overlays of a high bitumen asphalt mix. This has provided a smooth road surface but has severely degraded the structural integrity. Due to the high cost of rebuilding the road, the total road reconstruction has been divided into four segments each approximately 25% of the total length, starting this year, in 2022, and every 6 years thereafter until all is completed by 2040. This segmenting the Road rebuilding will not unreasonably reduce the available reserves for any given period.

## Meadow Oaks Reserve Study

January 1, 2022

### Reserve Component List Detail

Component	Quantity	Useful Life	Rem Useful Life	Current Cost Estimate	
				Best	Worst
<b>General Common Area</b>					
1. Asphalt-Resurface	approx. 205,000 GSF	25	8	\$ 512,000	\$ 615,000
2. Asphalt-Seal/Repair	approx. 205,000 GSF	5	3	\$ 22,000	\$ 23,400
3. HVAC System-Replace	1 Wall Mounted	12	9	\$ 1,000	\$ 1,400
4. Security System-Repl.	1 System	10	4	\$ 1,000	\$ 1,200
5. Vinyl Fence-Replace	approx. 14,000 LF	35	21	\$ 252,000	\$ 308,000
6. Tile Floor-Replace	approx. 265 GSF	20	3	\$ 4,500	\$ 5,600
7. Intercom-Replace	1 System	12	8	\$ 3,500	\$ 4,500
8. Gate Operators-Repl.	3 Operators	10	5	\$ 9,000	\$ 10,500
9. Windows-Replace	All Windows	30	25	\$ 4,000	\$ 5,000
10. Restroom-Refurbish	1 Restroom	10	7	\$ 800	\$ 1,000
11. Irrigat. Contr. Repl.	1 Imitrol 12 station	10	7	\$ 1,000	\$ 1,500
12. Iron Gates/Rail Repaint	Approx. 115 LF	4	1	\$ 1,470	\$ 1,730
13. Gatehouse Intr. Repaint	Approx. 720 GSF	12	9	\$ 450	\$ 750
14. GateHouse Ext. Repaint	1 Building	10	3	\$ 1,700	\$ 2,000
15. Roof Tile Repl. Undlay	Approx. 300 GSF	25	19	\$ 4,500	\$ 5,500
16. Monument Sign-Repl.	1 Monument	20	3	\$ 1,000	\$ 1,500
17. Leach Line Replace	Approx. 215 LF	30	6	\$ 2,000	\$ 3,000
<b>17 Funded Components</b>					



**Meadow Oaks Reserve Study**  
January 1, 2022

**Remaining Useful Life/Average Cost Estimates**

Components	Useful Life (years)	Rem Useful Life	Current Average Cost
<b>General Common Area</b>			
1. Asphalt-Resurface	25	8	\$ 550,000
2. Asphalt-Seal/Repair	5	1	\$ 27,500
3. HVAC System-Replace	12	9	\$ 1,500
4. Security System-Replace	10	4	\$ 1,300
5. Vinyl Fence-Replace	35	21	\$ 350,000
6. Tile Floor-Replace	20	3	\$ 6,000
7. Intercom-Replace	12	8	\$ 5,000
8. Gate Operators-Replace	10	5	\$ 11,500
9. Windows-Replace	30	25	\$ 5,500
10. Restroom-Refurbish	10	7	\$ 1,000
11. Irrigation Controller-Replace	10	8	\$ 1,400
12. Iron Gates/Rail-Repaint	4	1	\$ 1,750
13. Gate House Interiors-Repaint	12	9	\$ 700
14. Gate House Exteriors-Repaint	10	3	\$ 2,100
15. Roof (Tile)-Replace underlayment	25	19	\$ 6,000
16. Monument Sign-Replace	20	3	\$ 1,500
17. Leach Line-Replace	30	6	\$ 3,000
<b>17 Total Funded Components</b>			

**Meadow Oaks Reserve Study**  
**January 1, 2022**

**Fully Funded Balance**

<b>Component</b>	<b>Current Avg Cost Estimate</b>	<b>x</b>	<b>Effective Age / Useful Life</b>			<b>=</b>	<b>Fully Funded Balance</b>
<b>General Common Area:</b>							
1. Asphalt-Resurface	\$550,000	x	17	/	25	=	\$ 374,000
2. Asphalt-Seal/Repair	\$ 27,500	x	2	/	5	=	\$ 18,700
3. HVAC System-Replace	\$ 1,500	x	3	/	12	=	\$ 375
4. Security System-Replace	\$ 1,300	x	6	/	10	=	\$ 780
5. Vinyl Fence- Replace	\$ 350,000	x	14	/	35	=	\$ 140,000
6. Tile Floor-Replace	\$ 6,000	x	17	/	20	=	\$ 5,100
7. Intercom-Replace	\$ 5,000	x	4	/	12	=	\$ 1,667
8. Gate Operators-Replace	\$ 11,500	x	5	/	10	=	\$ 5,750
9. Windows- Replace	\$ 5,500	x	5	/	30	=	\$ 917
10. Restroom-Refurbish	\$ 1,000	x	3	/	10	=	\$ 300
11. Irrigation Controller-Repl.	\$ 1,400	x	2	/	10	=	\$ 280
12. Iron Gates/Rail Repaint	\$ 1,750	x	3	/	4	=	\$ 1,313
13. Gatehouse Interior- Repaint	\$ 700	x	3	/	12	=	\$ 175
14. Gate House Exterior-Repaint	\$ 2,100	x	7	/	10	=	\$ 1,470
15. Roof (Tile)Replace Undlay.	\$ 6,000	x	6	/	25	=	\$ 1,440
16. Monument Sign-Replace	\$ 1,500	x	17	/	20	=	\$ 1,275
17. Leach Line-Replace	\$ 3,000	x	24	/	30	=	\$ 2,400
<b>Total Funded Components</b>							<b>\$ 555,942</b>



**Meadow Oaks Reserve Study**  
**January 1, 2022**

**Accounting Tax Summary**

<b>Component</b>	<b>UL</b>	<b>RUL</b>	<b>Current Cost Est.</b>	<b>Fully Funded Bal</b>	<b>Reserve Contribution</b>
<b>General Common Area:</b>					
1. Asphalt- Resurface	25	11	\$ 550,000	\$315,560	\$ 38,261
2. Asphalt-Seal/Repair	5	3	\$ 27,500	\$ 9,080	\$ 7,707
3. HVAC System-Replace	12	9	\$ 1,500	\$ 300	\$ 170
4. Security System Replace	10	7	\$ 1,300	\$ 330	\$ 187
5. Vinyl Fence Replace	35	21	\$ 350,000	\$112,000	\$ 13,580
6. Tile Floor Replace	20	3	\$ 6,000	\$ 4,293	\$ 429
7. Intercom Replace	12	11	\$ 5,000	\$ 333	\$ 566
8. Gate Operators Repl	10	8	\$ 11,500	\$ 1,950	\$ 1,655
9. Windows Replace	30	27	\$ 5,500	\$ 450	\$ 255
10. Restroom Refurbish	10	7	\$ 1,000	\$ 270	\$ 153
11. Irrigation Cont Repl.	15	13	\$ 1,400	\$ 167	\$ 141
12. Iron Gates/Rail Repl.	4	1	\$ 1,750	\$ 1,200	\$ 679
13. Gate House Int-Repaint	12	9	\$ 700	\$ 150	\$ 85
14. Gate House Ext Repaint	6	3	\$ 2,100	\$ 925	\$ 523
15. Roof (Tile) Replace Und.	25	22	\$ 6,000	\$ 600	\$ 339
16. Monument Sign Replace	20	3	\$ 1,500	\$ 1,063	\$ 106
17. Leach Line Replace	30	6	\$ 3,000	\$ 2,000	\$ 141
<b>Total Funded Components</b>				<b>\$450,670</b>	<b>\$ 64,977</b>

# Meadow Oaks Reserve Study

January 1, 2022

## 30-Year Reserve Plan Summary

Fiscal Year Start: 2022

Interest: 1.00%

Inflation: 3.00%

Reserve Fund Strength Calculations

Projected Reserve Balance Changes

(All Values of Fiscal Start Year Date)

Year	Starting Reserve Balance	Fully Funded Balance	Percent Funded	Special Assmt Risk	Reserve Contribs.	Loan or Special Assmts	Interest Income	Reserve Expenses
2022	\$530,879	\$555,942	95%	Very Low	-\$95,626	\$0	\$6107	\$95,626
2023	\$428,839	\$589,100	73	Low	\$38,461	\$0	\$6107	\$0
2024	\$460,886	\$628,430	73	Low	\$33,988	\$0	\$5150	\$0
2025	\$488,396	\$669,500	73	Low	\$27,318	\$0	\$5535	\$0
2026	\$509,172	\$672,760	76	Low	\$22,551	\$0	\$5875	\$0
2027	\$525,116	\$713,710	74	Low	\$38,737	\$0	\$6244	\$0
2028	\$537,937	\$741,560	73	Low	-\$124,879	\$0	\$6469	\$124,879
2029	\$387,077	\$779,600	50	Medium	\$27,063	\$0	\$6857	\$0
2030	\$387,899	\$820,470	47	High	\$28,209	\$0	\$5608	\$0
2031	\$402,436	\$304,220	132	Very Low	\$26,113	\$0	\$5878	\$0
2032	\$414,615	\$315,460	131	Very Low	\$59,042	\$0	\$6352	\$0
2033	\$421,101	\$355,520	118	Very Low	\$49,612	\$0	\$6613	\$0
2034	\$418,018	\$396,600	105	Very Low	-\$146,572	\$0	\$7204	\$146,572
2035	\$218,225	\$437,640	50	Medium	\$47,594	\$0	\$7700	\$0
2036	\$256,970	\$447,870	57	"	\$41,115	\$0	\$6234	\$0
2037	\$288,704	\$477,640	60	"	\$33,660	\$0	\$6710	\$0
2038	\$312,894	\$517,000	61	"	\$70,005	\$0	\$7313	\$0
2039	\$334,851	\$558,260	60	"	\$61,288	\$0	\$7649	\$0
2040	\$347,997	\$596,600	58	"	-\$174,163	\$0	\$8349	\$174,163
2041	\$144,452	\$609,340	24	Very High	\$31,696	\$0	\$8962	\$0
2042	\$146,286	\$645,310	23	"	\$44,206	\$0	\$7220	\$0
2043	\$160,336	\$681,240	24	"	\$39,231	\$0	\$7537	\$0
2044	\$169,112	\$368,130	23	"	\$32,673	\$0	\$7979	\$0
2045	\$171,029	\$409,190	42	High	\$19,840	\$0	\$8372	\$0
2046	\$158,808	\$415,340	38	"	-\$12,918	\$0	\$8698	\$12,918
2047	\$141,178	\$441,910	32	"	\$12,703	\$0	\$8897	\$0
2048	\$147,859	\$481,240	31	"	\$8,662	\$0	\$8768	\$0
2049	\$150,441	\$516,800	29	Very High	-\$5,780	\$0	\$8895	\$5,780
2050	\$138,522	\$556,840	25	"	-\$6,069	\$0	\$8981	\$6,069
2051	\$126,253	\$517,380	24	"	-\$19,034	\$0	\$8924	\$19,034
2052	\$133,028	\$608,860	22	"	-\$22,042	\$0	\$8863	\$22,042



## **Meadow Oaks Reserve Study**

**January 1, 2022**

### **Accuracy, Limitations, and Disclosures**

There are no material issues to our knowledge that have not been included that would cause a distortion of the HOA's situation.

Per NRSS, information provided by official representative(s) of the HomeOwners Association, vendors, and suppliers regarding financial details, component physical details and/or quantities, or historical issues/conditions are deemed reliable

Estimates for interest at 1% and inflation at 3% have been included for the duration of this study. During inspection we endeavored to establish measurements within 5 % accuracy, and our efforts include visual inspection of accessible areas and components and did not include any destructive or other testing. This work is done only for budget purposes. Identifying hidden issues such as but not limited to plumbing or electrical problems are also outside the scope of work. Estimates assume proper original installation & construction, adherence to recommended preventative maintenance, a stable economic environment, and do not consider frequency or severity of natural disasters. Opinion of component useful life, remaining useful life, and current or future cost estimates are not a guarantee of actual costs or timing. Because the physical and financial status of the property, legislation, the economy, weather, owner expectations, and usage are all in a continual state of change. Therefore, it is not expected that the events projected in this document will all occur exactly as planned. This Reserve Study is by nature in need of being updated annually so that more accurate estimates can be incorporated. It is only because a long-term perspective improves the accuracy of near-term planning that this report projects expenses into the future. It is fully expected that several adjustments will be necessary through the interim years to the cost and timing of expense projections and the funding necessary to prepare for those estimated expenses.

# Meadow Oaks Reserve Study

January 1, 2022

## Terms and Definitions

<b>BTU</b>	<b>British Thermal Unit (a standard unit of energy)</b>
<b>DIA</b>	<b>Diameter</b>
<b>GSF</b>	<b>Gross Square Feet (area). Equivalent to Square Feet</b>
<b>GSY</b>	<b>Gross Square Yards (area). Equivalent to Square Yards.</b>
<b>HP</b>	<b>Horsepower</b>
<b>LF</b>	<b>Linear Feet (length)</b>
<b>Effective Age</b>	<b>The difference between Useful Life and Remaining Useful Life. Note that this is not necessarily equivalent to the chronological age of the component.</b>
<b>FFB</b>	<b>Fully Funded Balance. The value of the deterioration of the Reserve Components. This is the fraction of life "used up" of each component multiplied by its estimated current replacement. While calculated for each component, it is summed together for an association total.</b>
<b>Inflation</b>	<b>Cost factors are adjusted for inflation at the rate defined in the Executive Summary and compounded annually. These increasing costs can be seen as you follow the recurring cycles of a component on the "30-yr Income/Expense detail" table.</b>
<b>Interest</b>	<b>Interest earnings on Reserve Funds are calculated using the average balance for the year (considering income and expenses through the year) and compounded monthly using the rate defined in the executive summary. Annual interest earning assumption appears in the executive summary.</b>
<b>Percent Funded</b>	<b>The ratio, at a particular point in time (the first day of the Fiscal Year), of the actual (or projected) Reserve Balance to the Fully Funded Balance, expressed as a percentage.</b>
<b>Remaining Useful Life (RUL)</b>	<b>The estimated time, in years, that a common area component can be expected to continue to serve its intended function.</b>
<b>Useful Life (UL)</b>	<b>The estimated time, in years, that a common area component can be expected to serve its intended function.</b>





Year	2001	2002	2003	2004	2005	2006	2007	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	
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## **SCHEDULE OF COLLECTION COSTS**

**EFFECTIVE: JANUARY 1, 2019**

Annual billing statements are sent to the "last known address." If you relocate, you will need to submit a Change of Address to the management office, in writing.

Accounts not paid timely will be subject to the following "Schedule of Collection Costs."

Late fee	\$10.00 or 10% whichever is greater
Late Statement fee	\$15.00
Demand Letter	\$40.00
Title search	\$15.00
Notice of Intent to Lien	\$95.00
Recorded Lien	\$725.00
Notice of Default	\$1,300 - \$1,700
Trustee's Sale	\$1,300 - \$1,800

**Ralston Management  
28441 Rancho California Road, Suite 101  
Temecula, CA 92590  
(951) 296-9030  
ralston@ralstonm.com**

**CHANGE OF ADDRESS  
ADDRESS OF RECORD**

The association sends correspondence and billing statements to "the last known address". This is your address of record. If you relocate you will need to submit a change of address to this office. This allows us to keep your address of record current. Thank you.

Name of Association: \_\_\_\_\_ Account # \_\_\_\_\_

I/We, \_\_\_\_\_ am/are requesting to change my/our billing address

To the following address: [Please print clearly]

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Correct phone numbers are:

Home: \_\_\_\_\_ Cell: \_\_\_\_\_ Cell/Other: \_\_\_\_\_

Current E-Mail address:

\_\_\_\_\_  
\_\_\_\_\_

This information is effective as of: \_\_\_\_\_  
Month/Day/YYYY

Sincerely,

\_\_\_\_\_

For Office Use Only: ACCT # \_\_\_\_\_ CHANGED ON \_\_\_\_ / \_\_\_\_ / \_\_\_\_ ( )





# AUTHORIZATION AGREEMENT FOR PREAUTHORIZED PAYMENTS

CUSTOMER: Please retain a copy for your records.

MANAGEMENT COMPANY NAME <b>Ralston Management</b>		
ASSOCIATION NAME <b>Meadow Oaks Homeowners Association</b>		
UNIT ADDRESS		
HOMEOWNER UNIT NUMBER	ASSESSMENT AMOUNT <b>\$720.00</b>	<input type="checkbox"/> New <input type="checkbox"/> Update <input type="checkbox"/> Cancel
UNIT OWNER NAME	UNIT ACCOUNT NUMBER	
UNIT OWNER MAILING ADDRESS		
UNIT OWNER PHONE NUMBER	UNIT OWNER EMAIL ADDRESS	

I/We authorize the above Association to charge my/our checking account at the financial institution indicated on my/our voided check for the payment of my/our monthly association assessment on or about the 8th of each month. January, April, July & October.

I/We understand that these assessments may change periodically, and that such changes will be provided to PACIFIC WESTERN BANK above named Association. I/We also understand that it is our responsibility to PACIFIC WESTERN BANK at the address listed, to stop or cancel the automatic preauthorized payment once I am no longer a Unit Owner (or plan to change my payment arrangement), at least 72 hours prior to the following scheduled monthly payment.

STAPLE VOIDED CHECK HERE

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

PACIFIC WESTERN BANK MUST RECEIVE THIS FORM BY THE 10TH DAY OF THE MONTH FOR THE AUTOMATIC CHARGE TO BE IN EFFECT FOR THE FOLLOWING MONTH.

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

Please mail this authorization to: **Ralston Management  
28441 Rancho California Rd. 101  
Temecula, CA 92590**

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

First Name on Account (please print)

x  
Signature

Date

Second Name on Account (If applicable)

x  
Signature

Date

FOR BANK USE ONLY			
DATE RECEIVED	EFFECTIVE DATE	COMPLETED BY	DATE

*Please complete and return at your earliest opportunity.*

MEADOW OAKS HOMEOWNERS ASSOCIATION

**INFORMATION UPDATE FOR 2024**  
**REQUEST FOR ANNUAL NOTICE OF ADDRESS, REPRESENTATIVE,  
AND RENTAL STATUS**

**Civil Code Section 4041** requires each owner of a separate interest to provide written notice to the Association of all the following information annually.

Please provide the information in the form below and return the completed form to the Association within 30 days.

I. The primary address to which notices from the Association are to be delivered:

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II. An alternate or secondary address to which notices from the Association are to be delivered, if any. Please indicate **NONE** if there is no alternate or secondary address.

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III. (Please check one)

Owner / Occupied:   
Rental:   
Developed / Vacant:   
Undeveloped:

IV. Member Name: \_\_\_\_\_

Association Property Address: \_\_\_\_\_

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V. Email addresses and phone numbers:

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I wish to opt out of providing my email address to the membership and wish for my email address to be used only by management. Yes  No  (*By selecting "No" your email address can be shared to the membership.*)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

*Please return the completed form to **Ralston Management, 28441 Rancho California Road, Suite 101, Temecula, CA 92590**, by email to [ralston@ralstonM.com](mailto:ralston@ralstonM.com)*