

## **FINE POLICY AND VIOLATION SCHEDULES**

The following schedules of fines shall apply where the Del Sur Community Association Board finds a violation of the Community Association Governing Documents (e.g., the CC&Rs, Community Guidelines and/or Design Guidelines) has occurred or is occurring and, in its sole discretion, determines to impose a fine against the applicable Owner.

### ***GENERAL OFFENSES:***

#### **1st Offense**

Generally:	Warning Notice
Hazardous Activity <sup>1</sup> /Intentional Property Damage:	\$250.00
Unauthorized Architectural Alterations:	\$250.00
Harassment, Threats and/or Intimidation of Others:	\$250.00

#### **2nd Offense/Second Thirty Day Period of Ongoing Violation**

Generally:	\$100.00
Hazardous Activity/Intentional Property Damage:	\$500.00
Unauthorized Architectural Alterations:	\$500.00
Harassment, Threats and/or Intimidation of Others:	\$500.00

#### **3rd Offense/Third Thirty Day Period of Ongoing Violation**

Generally:	\$250.00
Hazardous Activity/Intentional Property Damage:	\$750.00
Unauthorized Architectural Alterations:	\$750.00
Harassment, Threats and/or Intimidation of Others:	\$750.00

#### **4th and Subsequent Offenses/Each Additional Thirty Day Period of Ongoing Violation**

Generally:	\$500.00
Hazardous Activity/Intentional Property Damage:	\$1,000.00
Unauthorized Architectural Alterations:	\$1,000.00
Harassment, Threats and/or Intimidation of Others:	\$1,000.00

### ***VIOLATIONS OF THE COMMUNITY ASSOCIATION'S TRANSIENT OCCUPANCY, SHORT-TERM RENTAL RESTRICTIONS:***

Notwithstanding the foregoing, the following fines shall apply to violations of the Community Association's transient occupancy, short-term and vacation rental restrictions, set forth in Article 2, Section 2.2.1 of the Community Declaration and the Community Guidelines:

1 <sup>st</sup> Offense:	\$4,500.00
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<sup>1</sup> A hazardous activity is any activity that could cause serious harm to persons or property, including, but not limited to, threats of physical violence and dog bites. An initial Warning Notice shall not be given for hazardous violations. Instead, the owner will be immediately called to a hearing whereat he or she may be fined and/or be subject to other disciplinary action.

2 <sup>nd</sup> Offense within a 12-month period:	\$5,500.00
3 <sup>rd</sup> Offense within a 12-month period:	\$6,000.00
4 <sup>th</sup> Offense within a 12-month period:	\$6,500.00
5 <sup>th</sup> and Subsequent Offenses within a 12-month period:	\$7,000.00 per violation

The above-stated fines shall be imposed per violation and not per month that such violations occur. In addition to the above-stated fines, a lawsuit may be filed against the violating Owner for injunctive relief.

**IMPORTANT NOTE:** *Internet, print and other types of advertisements for short-term leases or rentals within the Del Sur community shall be deemed proof of violation of the leasing restrictions contained in Article 2, Section 2.2.1 of the CC&Rs and the Community Guidelines. It shall be the Owner's responsibility to provide the Board with the following proof that he or she is not in violation of the same: 1) a signed lease or rental agreement covering the period in question that explicitly states a lease or rental term of at least thirty (30) days; and 2) a signed, notarized declaration from the tenant or tenants attesting to the authenticity and accuracy of that signed lease or rental agreement.*

**UNAUTHORIZED REMOVAL, DAMAGE OR ALTERATION OF COMMUNITY COMMON PROPERTY TREES, LANDSCAPING AND OTHER IMPROVEMENTS:**

1 <sup>st</sup> Offense:	
Trees:	\$1,000.00 <u>per tree</u> plus replacement cost
Other Landscaping:	\$500.00 <u>per plant</u> plus replacement cost
Other Improvements:	\$500.00 <u>per improvement</u> plus repair/replacement cost
2 <sup>nd</sup> Offense:	
Trees:	\$2,000.00 <u>per tree</u> plus replacement cost
Other Landscaping:	\$1,000.00 <u>per plant</u> plus replacement cost
Other Improvements:	\$1,000.00 <u>per improvement</u> plus repair/replacement cost
3 <sup>rd</sup> Offense:	
Trees:	\$3,000.00 <u>per tree</u> plus replacement cost
Other Landscaping:	\$1,500.00 <u>per plant</u> plus replacement cost
Other Improvements:	\$1,500.00 <u>per improvement</u> plus repair/replacement cost
4 <sup>th</sup> and Subsequent Offenses:	
Trees:	\$4,000.00 <u>per tree</u> plus replacement cost
Other Landscaping:	\$2,000.00 <u>per plant</u> plus replacement cost
Other Improvements:	\$2,000.00 <u>per improvement</u> plus repair/replacement cost

**RANCH HOUSE MISCONDUCT**

The following fines shall apply to intentional violations of the Governing Documents regarding the use of the Ranch House, including without limitation, excess noise, public intoxication, noxious or offensive conduct, fighting, possession of illegal substances, vandalism, conduct that jeopardizes the Community Association's insurance

1<sup>st</sup> Offense:

Excessive Noise:	\$500.00
Noxious or Offensive Conduct:	\$1,000.00
Public Intoxication:	\$1,000.00
Fighting:	\$1,500.00
Possession of Illegal Substances	\$1,500.00
Vandalism	\$1,500.00

2<sup>nd</sup> Offense:

Excessive Noise:	\$1,000.00
Noxious or Offensive Conduct:	\$1,500.00
Public Intoxication:	\$1,500.00
Fighting:	\$2,000.00
Possession of Illegal Substances	\$2,000.00
Vandalism	\$2,000.00

In addition to the above-listed fines, the Community Association may suspend the responsible Owner's right to rent or otherwise use the Ranch House. The Community Association may also require the responsible Owner to pay an increased security deposit of \$1,000.00 to rent the Ranch House and/or pay the Community Association's cost to hire security personnel to attend such events.

***Persistent, continuing, and uninterrupted violations:***<sup>2</sup>

For any violation of the governing documents that is persistent, continuing and uninterrupted in nature, the Board may levy a \$25.00 per day fine for each and every day that the violation persists. Notwithstanding the foregoing, the Board may levy a \$50.00 per day fine for each and every day that an Owner continues unauthorized alterations to his or her Lot/Unit and/or any portion of the Community Common Property. Such fine shall be imposed daily by the Del Sur Community Association until such alteration is approved by the Design Review Committee or removed and the Lot/Unit and/or Community Common Property returned to its prior condition by the Owner.

Before imposing such a penalty, the Board shall provide the Owner with notice of the violation and invite the Owner to a hearing as stated above. This notice shall clearly state that the Board may initiate daily fines if the violation is not cured by a specified date.

In the post hearing notice, the Board shall provide the Owner with a time frame within which the violation must be cured and notice that if the violation is not cured within the stated time frame, it will commence daily fining without further notice and hearings. The Board may also levy an initial fine in accordance with the current Fine Schedule.

If the Owner fails to attend the noticed hearing, the notice contained in the Hearing Notice and the post-hearing notice confirming the disciplinary action being taken, including the Board's intent to commence daily fining, shall suffice.

Please note that the fines listed above are in addition to any amounts imposed on the Owner(s) to reimburse the Community Association for actual costs, damages or expenses incurred by the Community Association

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<sup>2</sup> For the purpose of this document, a "persistent, continuing and uninterrupted violation" is an ongoing, rather than repetitive, violation (e.g., unauthorized architectural alterations).

in obtaining compliance with the governing documents and/or repairing or replacing Community Common Property or improvements damaged or destroyed as a result of any such violation. If circumstances warrant, the Board may impose lesser amounts.

The Board may offer an Owner Internal Dispute Resolution and/or Alternative Dispute Resolution (e.g., mediation or arbitration) prior to filing a lawsuit to enforce the Community Association Governing Documents. Notwithstanding the foregoing, if circumstances warrant, the Board may proceed immediately to litigation.

In accordance with California Civil Code section 5975(c), a violating Owner shall be liable for the Association's legal fees and court costs in the event litigation is required to obtain his or her compliance with the Community Association Governing Documents.

If permitted by law, the Community Association may record a Notice of Non-Compliance against the violating Owner's Lot/Unit in lieu of or in addition to undertaking the other actions outlined in the Enforcement Guidelines.

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