



## PETRINI PLACE HOMEOWNERS ASSOCIATION ENFORCEMENT POLICY AND SCHEDULE OF FINES

**Adopted on September 26, 2024**

This Enforcement Policy and Schedule of Fines ("Fine Policy") sets forth the policy of Petrini Place Homeowners Association ("Association") for imposing monetary fines and/or penalties for violations of the Bylaws, Declaration of Conditions, Covenants and Restrictions of Petrini Place, a Condominium Project ("CC&Rs"), and rules and regulations (collectively, "Condominium Documents").

When adopted by the Board of Directors ("Board"), this Fine Policy shall supersede any prior fine policy and shall become a part of the Association's rules and regulations. This Fine Policy shall replace and supersede any other fine policy adopted by the Board. The capitalized terms in this Fine Policy shall have the meaning set forth in the CC&Rs, unless otherwise clearly indicated.

### **A. FINE POLICY**

The Fine Policy for any violation of the Condominium Documents is as follows:

#### **General Violations:**

First Violation	Up to \$500
Second Violation	\$300 to \$500
Third and Each Subsequent Violation	\$500 to \$1,000, all at Board discretion

#### **Specific Violations:**

##### **1. Hazardous Activities: Up to \$500**

- Threat to safety and enjoyment of other Owners
- Pet defecation and/or urination in Common Areas that are not immediately cleaned and reported to management
- Public urination or defecation, vandalism, theft, or other nuisance to others
- Storage of hazardous or illegal materials/property
- Fire, smoke, gas, or other dangerous situations
- Allowing unsafe environment or violation of health codes in Unit
- Smoking in the Common Area (including Exclusive Use Area)

##### **2. Architectural Violations: Up to \$1,000**

- Failure to obtain prior approval for any alteration pursuant to the CC&Rs
- Violation of flooring provision pursuant to Section 7.8 of the CC&Rs
- Removal or alteration of property in the Common Area
- Violation of decision, approved plans, or job site rules
- Affixing speakers to any wall or ceiling in violation of the CC&Rs

**3. Use Restriction Violations: Up to \$500**

- Short-term rental of less than thirty (30) days
- Failure to pay move-in/move-out fees
- Window signage display, window coverings and improper for sale/rent signage display violations
- Noise violations
- Pet or animal violations
- Storage violations within hallways, landings, garages, patios, or balconies
- Garage and entry courtyard parking violations
- Electric vehicle charging violations
- Security and controlled access violations
- Trash and recycling violations
- Wheeled recreational vehicle in courtyard violations

**4. Failure to Provide Unit Access:** \$500 fine for not allowing access for mandatory fire safety inspection (sounders and sprinklers) and inspections related to Common Area damage and repair + \$100 monthly until Unit is inspected.

(a) The Board reserves the right to impose a fine on the first date of a First Violation (e.g., short-term rental or parking violation) and to accrue the fine daily until the violation is cured. Each such day of non-compliance will thus be deemed an independent violation (i.e., First Violation, Second Violation, Third Violation, etc.), and consecutive such days will be considered a continuing violation. Fines of \$500 for continuing violations after the Third Violation may be imposed without further hearings before the Board and may be imposed on a periodic basis (i.e. daily, weekly, or monthly fines of \$500).

(b) The Board may impose a fine of \$500 for the First Violation if it is serious, such as endangering the health, safety, or welfare of any person. The Board may consider whether the violation involves the destruction of property, whether the violation is isolated or continuing, and whether there are any extenuating circumstances, etc.

(c) In addition to fines, the Board may impose a monetary penalty as a means of reimbursing the Association for costs incurred to repair damage to the Common Area and facilities for which Owner was allegedly responsible or bringing the Owner into compliance with the Condominium Documents pursuant to Section 4.14 of the CC&Rs. The monetary penalty may include the Association's insurance deductible if a claim is filed against the Association's master policy for damage arising out of the negligent act of an Owner or Owner's guest, tenant or invitee, pursuant to Section 5.1(a) of the CC&Rs.

(d) Fines are due and payable when levied and are delinquent if not paid within fifteen (15) days, unless a later due date is established by the Board.

**B. NOTICE AND HEARING PROCEDURE:** Prior to imposing any fines, the Board must adhere to the notice and hearing procedure described below.

1. **COMPLAINT:** Any Owner, resident, Board member, security guard or onsite manager may file a written complaint with the Board in writing to the Association's management company ("Management") by letter or email along with supporting evidence.

2. **WARNING LETTER:** Upon receiving a written complaint, the Board or the Management shall investigate the complaint and evidence against the Condominium Documents. If a violation is found to have occurred, the Board or Management shall send a warning letter by email and regular first-class mail requesting compliance within thirty (30) days or the Owner and/or tenant will be subject a fine. If the nature of the violation cannot be remedied within thirty (30) days (e.g. noise violation, improper recycling), then a warning letter should be sent with notice that a subsequent violation of the same type, within six (6) months of the initial violation, will warrant a hearing and fine. If a serious violation occurs, then a warning letter is not necessary and the Board may send notice of hearing and fine, as described below.

3. **NOTICE OF HEARING AND FINE:** If the violation is not remedied within thirty (30) days after the warning letter, or the violation is repeated within a six (6)-month period from the first violation, the Board shall serve notice of a hearing to the violator by first-class or certified mail at least fifteen (15) days prior to the hearing to impose a fine or other discipline. The notice shall include (a) the time, place, and location or videoconference link for the Board's hearing; (b) the nature of the alleged violation for which the Owner and/or tenant may be disciplined; and (c) a statement that the Owner and/or tenant has a right to attend the hearing and present evidence.

4. **HEARING:** If the violation continues through the hearing date or there have been one or more repeats of the violation within the last six (6) months, the Board shall conduct the hearing, explain the nature of the alleged violation, and allow the Owner and/or tenant to present evidence against the fine. The Board shall conduct the hearing in executive session. The minutes of the meeting shall contain a written statement of the results of the hearing and the fine or discipline. Failure to appear at a scheduled hearing does not preclude the Board from proceeding with the hearing and of making a finding.

5. **NOTICE OF DECISION:** The Board shall send by first-class mail the notice of decision within fifteen (15) days of the hearing to the Owner's address on file with the Association.

6. **CONTINUING VIOLATIONS:** If the violation continues, the Association may attempt to resolve the dispute through mediation, non-binding arbitration, or binding arbitration (collectively, "ADR") in accordance with the provisions and procedures set forth in California Civil Code Section 5925 et seq. The Association shall serve on the other party a copy of a "Request for Resolution" containing (i) a brief description of the dispute, (ii) a request for mediation or arbitration, and (iii) a notice that the party receiving such Request for Resolution must respond within thirty (30) days of receipt of the Request or such recipient shall be deemed to have rejected the Request. Failure to respond within such time shall be deemed a rejection of the Request. Arbitration shall be conducted in accordance with the procedures adopted by the Judicial Arbitration and Mediation Service (JAMS) and shall use only one (1) neutral arbitrator. If the Owner fails to respond or rejects the Request, the Association may commence a civil legal action for declaratory and/or injunctive relief. In any lawsuit to enforce the Condominium Documents, California Civil Code Section 5975 provides that the prevailing party shall be awarded attorneys' fees and costs. California Civil Code Section 5960 provides that if any party has refused to participate in ADR prior to the lawsuit being filed, the court may consider whether that refusal was reasonable when it determines how large or small the award should be.

7. **HEALTH AND SAFETY:** If the violation involves dangerous or hazardous items stored in the deeded garage spaces, patios, balconies or any other Common Area or Exclusive Use Area, the Board and Management reserves the right to remove and dispose of any or all items that pose a hazard or safety risk to the residents and Project.