



SunLand Owners Association System of Fines
Applicable to violations of The SunLand Governing Documents.
Revision 17 Master - dated March 2022

BACKGROUND

The SunLand Owners Association Board of Directors has established certain By-Laws and Rules and Regulations (R&R) to ensure conformance with the Covenants, Conditions, and Restrictions (CC&Rs); collectively herein referred to as the Governing Documents. Enforcing the Governing Documents is the responsibility of the Board of Directors. Enforcement is a legal necessity and is key to assuring the Association membership is treated in a consistent manner when failing to comply with the Governing Documents.

The Board encourages all members to respect the established Governing Documents. Every new owner/member should have been provided a copy of the Governing Documents by their real estate agent; if one is not supplied by their agent a copy is available on the Associations website (sunlandhomeowners.com). The Association Board of Directors updates the By-Laws and Rules and Regulations as part of their responsibility in governing the Associations. An updated version on the Governing Document is included on the Association website.

The vast majority of owners are good neighbors and exemplify a spirit of cooperation and good will. A small minority, at least on an occasional basis, do not. Yet the Governing Documents must be enforced in all cases in order to retain their legal viability and value to the members.

When a violation does occur, and in the judgment of the Board it could have been avoided, a fine or other sanction may be imposed on the responsible party to affirm the authority of the Board and encourage compliance with the Governing Documents. The board will attempt to distinguish between repeated, willful, or casual violations. The imposing of sanctions and/or fines is the sole responsibility of the Board of Directors.

The system of fines established in the community of SunLand consists of the following:

- A notice of violation procedure that must be completed by the Board or Office Administrator before a fine may be imposed, **except for the dog off leash or dog attack rule, in which case a fine will be automatic.**
- A procedure for remedies and appeals that must be made available before a fine may be imposed, **except for the dog off leash or dog attack rule, in which case a fine will be automatic with opportunity to appeal within 10 days of fine assessment.**
- A list of violations and the fine that may be imposed for each.



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PROCEDURES

Upon receipt of an allegation of a violation by the Board, at least two members of the Board shall investigate and confirm the violation. Once a violation is confirmed a member of the Board will attempt to contact the owner as soon as is practical to inform the owner of the violation and ask the owner to correct or resolve the issue. Regardless, in addition to this initial contact, a letter will be mailed to the responsible member stating the violation, the relative references to the Governing Documents, the corrective action required, timeline for response and corrective action, and the sanctions and/or fines that may be imposed by the Board of Directors. Additionally, the appeal process will be defined in the letter. This letter will be put into a file and shall be referenced upon subsequent follow-up communications or should violations occur in the future by the same property owner.

It is the members responsibility to inform the SLOA office or the Board of Directors when the corrective actions have been completed. Such corrective action will be verified by two Board members. Should the member not complete the corrective action or notify the Board within the timeframe identified in the initial letter of notification, the Board will determine if a sanction and/or fine is to be imposed for the violation at the next Board meeting. If the Board approves a sanction and/or fine, then a certified letter, return receipt requested will be mailed to the responsible member as formal notification of intent to sanction and/or fine the member. This notification of sanction and/or fine letter will state that if the violation(s) has not been corrected, the initial fine will be levied ten (10) calendar days from the date of the letter. The postmarked date on the letter will serve as the "date of notice" for the violation.

If necessary, the Board may correct the result of a violation, such as hiring a contractor to clear brush, trees or weeds, mow lot or make repairs to damaged common property and the expense associated such action shall be levied to the member and shall be a debt owed to the Association same as any other debt owed by a member.

Any fines levied are due 30 days from the "date of notice". If a member wishes to appeal an assessment of a sanction and/or fine, they must notify the SLOA OFFICE ADMINISTRATOR or Board of Directors within 10 working days of the "date of notice". The Board or its appointed committee (Grievance) will set a date for the appeal and the member will be allowed to present their case. If after this additional consideration the Board rejects the appeal, the proposed sanction and/or fine is confirmed and the full amount is due within 30 days from the date of the Board's decision.



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If the appeal results in an agreed plan with a time-phased schedule for correcting the condition(s) precipitated by the violation, the agreement will be valid once it has the signature of the member and the Grievance Committee Chairperson or Board President. If the member subsequently fails to satisfy the terms and conditions of this agreement, then the proposed sanction and/or fine has the same stipulations as to interest and late charges as stated below.

If a fine is not paid within the specified period of 30 days, the Board shall initiate proceedings available to it, which may include appropriate legal action(s), to recover the fine, corrective costs and associated legal costs. Such actions shall include, but not be limited to, compounding/escalating rate of fine penalties, inclusion of a compounding 1.5% rate of interest, per month, and the placement of a lien on the members lot, until such time as the fine has been paid and the necessary corrective action(s) has/have been completed by the member or satisfied by the Board of Directors.

RATE OF FINE ASSESSMENT/COMPOUNDING

Under the SLOA process and procedure for notifying owners/members of violation to our Governing Documents, where a fine has been assessed, the following will be the rate of fine escalation if the initial fine is not paid/resolved in accordance with the directions identified in the SLOA System of Fines, and letters of notification provided to the member.

These fines are over and above any interest, processing charges, filing fees, etc., that SLOA may incur in attempting to notify, collect, and/or process the violation notifications and fines imposed.

| Timeline | Fine Assessment |
|--|---|
| Notice of Fine, Day 1 thru Day 90 | 100% of Fine per month, plus interest and expenses. |
| Nonpayment/Non settlement of assessed fine – Day 91 thru Day 179 | 200% of Fine base, per month, plus interest and expenses. |
| Continual non-payment of assessed fine – Day 180 and on | 300% of Fine base, per month, plus interest and expenses. |

Example: Fine assessed at \$100. Month #1 fine is \$100 plus expenses. Month 2 (30 days delinquent) fine is and additional \$100, plus expenses. Same for month #3. Starting month #4 the fine will increase to \$200 plus expenses. At this point fine amount due is \$500, plus expenses. For the next two months, the fine will go up at \$200, and then starting at the end of the sixth (6th) month, and on, the fine amount will increase by \$300, plus expenses. By end of a full 12 months, the original fine has grown to \$2700, plus interest and expenses. Further by the end of month



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#3, SLOA will most likely place a lien on your property, which will continue with your property title until cleared with SLOA.

Should any violation occur for the third time, fines will be tripled and will be automatically imposed without further notification or hearing or appeal by the homeowner.

Following is the list of violations and fines.



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LIST/SCHEDULE OF VIOLATIONS AND FINES

| Violation | Governing Document Reference* | Fine | |
|---|--|--|--|
| GENERAL RULINGS/REGULATIONS | | | |
| 1 | Nonpayment of HOA Dues | CC&Rs Article III Section 2 | 1.5% interest plus \$25 late fee, per month |
| 2 | Nonpayment of RV Storage Fees | R&Rs, Section VI, para B, sub-para 4 & 7 | Cost of removal of RV plus 15% admin fee |
| 3 | In arrears on any dues, assessments and/or fines. | CC&Rs, Article II Section 1, sub para (b); R&Rs Section VI, para B, sub-para 7 | Compounding/Escalation of fine amounts AND suspension of voting rights and the right to use SLOA recreational facilities and services; removal of RV lot privileges/usage. |
| AUTOMATIC FINE ASSESSMENT SPECIFIC | | | |
| 1 | Pet off leash and NOT under owner's control | R&Rs Section V, para A | \$100 1st, \$200 2nd, \$300 3rd event |
| 2 | Pet attack upon a pet | CC&Rs Section V, para A | \$500 1st, \$1000 2nd, \$1500 3rd event. |
| 3 | Pet attack upon a person | R&Rs Section V, para A | \$1000 1st, \$2000 2nd, \$3000 3rd event |
| PROPERTY/RESIDENTS/COMMON AREAS SPECIFIC | | | |
| 1 | Any violation regarding Care & Appearance/Maintenance of lots and/or landscaping | CC&Rs Article II, Section 7 & R&Rs Section III, para A & B, in entirety | \$100, plus cost for SLOA to correct the situation, if not performed by member. |
| 2 | Any outside burning event, except for barbecuing | R&Rs Section IV, para F | \$500 per event |



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| Violation | | Governing Document Reference* | Fine |
|------------------|--|--|--|
| 3 | Noncompliance to the Nuisance and Annoyance rule, including the lighting of fireworks and feeding of wildlife | CC&Rs Article II, Section 3, para (d) & R&Rs Section IV, para H and Section V para B | \$200 per event |
| 4 | Noncompliance to size of Antennas | R&Rs Section IV, para G | \$100 - 10 days after notification |
| 5 | Noncompliance to Renting of Residences | R&Rs Section IV, para A | \$200 per occurrence |
| 6 | Noncompliance to Sale of Residence | R&Rs Section IV, para B | \$100 |
| 7 | Failure to maintain security light | R&Rs Section IV, para C | \$25 after notification; \$100 after 30 days. |
| 8 | Failure to obtain a garage/estate sale permit from the SLOA office prior to the event and/or post it as required | R&Rs Section IV, para D | \$250 per occurrence |
| 9 | Air pollution from chimney, stove, or fireplace | R&Rs Section III, para B, sub-para 10 | \$100 per occurrence |
| 10 | Improper or unapproved use of greenbelt property | R&Rs Section VII, para B | \$100 per occurrence |
| 11 | Any violation of swimming pool or tennis court rules | R&Rs Section VII, para C | \$100 per occurrence. Full cost of repairs if warranted and/or loss of pool and/or court privileges for a specified term |
| 12 | Nonconforming use of property without permission of the SLOA Board | R&Rs Section VII, para D | \$250 per occurrence |
| 13 | Noncompliance to Tree Cutting/Removal | R&Rs Section II, para D | \$250 per tree and/or replacement of the tree(s) |
| 14 | Failure to install and/or maintain approved screening of a propane tank | R&Rs Section II, para E | \$200 per occurrence |



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| | Violation | Governing Document Reference* | Fine |
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| 15 | Noncompliance with Structural Exterior changes or modifications | R&Rs Section II, para A | \$250 per occurrence |
| 16 | Failure to submit building plans to SLOA Board prior to commencement of work | CC&Rs Article II, Section 3, sub-para (b); R&Rs Section II, para F | \$500 |
| 17 | Failure to comply with Prosecution of Work | CC&Rs Article II, Section 4; R&Rs Section II, para G | \$500 |
| 18 | Interference with retrieval of golf balls in 20' easement | R&Rs Section IV, para E | \$50.00 per occurrence |
| 19 | Noncompliance of Signs Rule | CC&Rs Article II, Section 3, sub-para (c); R&Rs Section IV, para I | \$100 |
| 20 | Noncompliance with rules on use of SLOA members personal information, addresses, email, etc. | R&Rs Section VII para A | \$500 per occurrence |
| 21 | Noncompliance of rules governing use and care of fences | CC&Rs Article 2, Section 3, sub-para (e); R&Rs Section II para C | \$150 per month until corrected |
| 22 | Loss of Key to Gathering Place | Office Administration Operating Procedures | \$850 per occurrence to cover cost of rekeying all SLOA building doors/locks |
| 23 | Obstruction of Views | CC&Rs Article II, Section 8 | \$100, plus cost for SLOA to correct the situation, if not performed by member. |
| 24 | Feeding of Wildlife | CC&Rs Article II, Section 3, para (d); R&Rs Section V para B, in entirety | \$200 per occurrence |



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| PARKING/RV LOT SPECIFIC | | | |
|--------------------------------|---|---|---|
| 1 | Failure to adhere to parking rules and/or storage of inoperable vehicle in driveway or prepared parking areas | R&Rs Section VI, para A | \$25 per day per vehicle, after notification |
| 2 | Parking of RV outside of RV Storage lot, beyond 72 hours | R&Rs Section VI, para A | \$25 per day after notification |
| 3 | Subletting of RV Space | R&Rs, Section VI, para B, sub-para 2 | \$500 per occurrence |
| 4 | Misuse of RV storage standards | R&Rs Section VI, para B, sub-para 3 | Cost of removal of non-RV approved materials, plus 25% admin fee. |
| 5 | Failure to adhere to RV Lot rules and failure to resolve fine/violation | R&Rs Section VI, para 6 | Expulsion for RV lot for 18 - 36 months plus \$500 fine |
| 6 | Failure to be current on all SLOA and/or RV Lot dues, assessments and/or fines. | R&Rs Section VI, para 7 | RV subject to removal if not corrected in 10 days of notice. Cost of removal plus 15% admin fee |
| 7 | Failure to lock gate more than two occasions, and/or failure to return RV access code/key at end of space rental. | R&Rs Section VI, para B, sub-para 8 & 9 | \$75.00 and forfeiture of \$25 deposit |

- * Governing Documents are:
- CC&Rs dated 06/30/1971
 - Rules and Regulations dated 03/01/2022