

BREEZA OWNERS ASSOCIATION FINE & ENFORCEMENT POLICY

Every Owner has the right to report violations in writing to the Property Management Company. Indications of or actual violations will be brought to the attention of the Owner in writing by the Property Management Company following the Violation and Fine Procedure provided below. For failure to correct the violation, the Owner could be subject to a fine. The fines described below constitute "Enforcement Assessments", as further described in the Declaration. Further failure to correct the violation may cause legal action to be taken. All expenses incurred by the Association to correct the situation will be billed to the Owner and will be the responsibility of the Owner. The following Violation and Fine Procedure provides the general procedure that will be implemented when a violation is reported. However, depending on the severity or frequency of a violation, the Board has the right to vary from the Violation and Fine Procedure described below and pursue any remedy available to the Board to the fullest extent of the law, including the collection of legal fees incurred in its enforcement.

VIOLATION AND FINE PROCEDURE

1. **Courtesy Warning.** Upon receiving a written complaint the Board will send the alleged violator a written courtesy notice via personal delivery or first-class mail, describing the nature of the complaint in an effort to rectify the violation before sending an official violation notice.
2. **Notice of Alleged Violation.** Upon receiving a second written complaint that the alleged violation has continued, the Board will send the alleged violator, via personal delivery or first-class mail, a written notice describing the nature of the complaint and the provision(s) of the Governing Documents that were allegedly violated. Such notice will include a request to immediately rectify the violation and a deadline to cure, in addition to any other information the Board determines appropriate.
3. **Hearing Notice.** If the violation persists or is repeated, a written "Hearing Notice" will be sent by the Board to such Owner via personal delivery or first class mail, notifying such Owner that a hearing has been scheduled before the Board no earlier than ten (10) days after the date of the Hearing Notice. The Hearing Notice will include the date, time and location of the hearing; a description of the nature of the alleged violation for which the Owner may be disciplined; a statement that the Owner has a right to attend and may address the Board at the hearing; and a statement that the Board will hold the hearing in executive session if the Owner so requests.
4. **Hearing.** On the date and at the time set forth in the Hearing Notice, the Board will meet in executive session, regardless of whether the alleged violating member is in attendance, to discuss and evaluate the evidence that has been presented by the complaining party, the alleged violating member (either by written statement or evidence, or personal testimony) and any witnesses. The alleged violating member shall have an opportunity to review the evidence presented against him or her and address the Board in his or her defense.
5. **Disciplinary Action.** After the hearing, the Board will make their determination on what further actions or remedies are appropriate. The Board has the discretion to enforce any remedy available as provided under the Governing Documents and applicable law, including, without limitation, any of the following actions:
 - a) Suspend voting privileges;
 - b) Turn over the matter to the Association's legal counsel for further action pursuant to California Civil Code 1354; and/or
 - c) Levy enforcement assessment or fines in the amounts set forth in its fine schedule
 1. If voting privileges are suspended, such suspension does not relieve the suspended Owner from the obligation to pay all assessments levied by the Association and does not relieve the Owner from the obligation to comply with the Governing Documents.
6. **Written Notification.** If the Board imposes disciplinary action on the Owner, the Board shall deliver written notification of the disciplinary action to the Owner, via personal delivery or first class mail, within fifteen (15) days following the action. Disciplinary action shall remain ineffective unless it complies with these enforcement procedures. Enforcement procedures shall comply with California Civil Code section 1363(h) and other applicable laws.
7. **Legal Action.** 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.

FEE & FINE SCHEDULE

The Board has discretion to assess fines for first-time violations within the ranges set forth below based upon the nature and severity of the violation. In addition to the fines listed in the fine schedule, the Board is authorized by the Declaration to levy an assessment upon the violating Owner for expenses and costs incurred by the Association due to the Owner's violation. Additionally, if property is damaged due to the violation, the violating Owner will be charged for the costs of restoring the property to its original condition. Fines for continuing or repeated violations may be doubled at the discretion of the Board and may be levied as often as weekly for continuing violations. This fine schedule, and any future changes hereto, must be delivered to the Owners by either personal delivery or first-class mail. The fee schedule has been adopted by the Board and may be amended from time to time. All fees and/or items provided in this fee schedule may be amended from time to time in accordance with the Declaration.

Use Restrictions		\$100 - \$500
Vehicle and Parking Restrictions		\$100 - \$500
Unauthorized Improvements to Property		\$250 - \$10,000
Hazardous Activities (Risk of harm to person or property)		\$500 - \$5,000
Any other violation of the Declaration, Rules and Regulations or Architectural Guidelines not specifically mentioned herein		\$100 - \$500
Architectural Review Fees		
Architectural application processing fee		\$250
Architectural application security deposit	Minor Improvement (e.g., window treatments, patio furniture)	No security deposit required
	Flooring	\$1,500
	Major Improvement (e.g., kitchen or bathroom remodels, security system installation, plumbing changes, movement of load bearing wall)	\$5,000
Outside consultant retained by Board for evaluation of architectural application		Actual cost
General Fees		
Move-In/Move-Out Fee		\$160
Delivery Fee		\$90
Move deposit (waived if using the Association's preferred vendor)		\$500
Unreserved moves		\$500
Community Room Use Fee		1-10 people \$ 75.00 11-20 people \$150.00 21-35 people \$250.00 * Max of 35 people
Community Room Security Deposit		1-20 people \$500.00 21-35 people \$750.00
Community Room Inspection Staff		Actual cost
Additional staff as required for private events		Actual cost
Holiday tree removal		\$250
Key FOBs & Auto Tags		\$50 additional/ \$15 replacement

ADOPTED BY THE BOARD OF DIRECTORS JULY 1, 2009.