

MARIPOSA

of Mission Pacific Property Owners Association



SUSPENSION & FINE POLICY

1. **ENFORCEMENT AUTHORITY:** The Board has the right to discipline Members and their family, tenants, residents, co-owners, guests and/or invitees (collectively "Member") for violation of any of the provisions of the governing documents by (i) suspending the Member's rights and privileges, including voting rights and the rights and privileges to use the Common Area and/or facilities appurtenant to the Member's Unit, as well as other use privileges granted to Owners in good standing and/or (ii) imposing a monetary penalty.
2. **NOTICE & HEARING PROCEDURES:** Prior to the suspension or imposition of a monetary fine/penalty, the Board shall adhere to the following:
 - (a) At least fifteen (15) days' prior Notice shall be provided to the Member prior to the imposition of a monetary fine/penalty or suspension and the reasons therefore;
 - (b) The Notice shall provide an opportunity for the Member to be heard, orally or in writing, before the Board or such Committee as may be authorized by the Board not less than five (5) days before the effective date of the monetary fine/penalty or suspension;
 - (c) Any Notice required under this section may be given by any method reasonably calculated to provide actual notice, but if given by mail such Notice be given by first-class or registered mail sent to the last address of the Member as shown on the Association's records;
 - (d) The Notice shall set forth the date, time and place where the hearing shall be held and shall provide the Member the opportunity to request that such Meeting be held in Executive Session of the Board;
 - (e) The Notice shall set forth the amount of any monetary penalty/fine to be imposed and/or such other disciplinary action as the Association may be entitled;
 - (f) Any action challenging an suspension of Membership, including any claim alleging defective notice, must be commenced within one year after the date of suspension
3. **FINE SCHEDULE:** Fines shall be levied as an "**Enforcement Assessment**" in accordance with the Fine Schedule shown below, and shall include any attorneys' fees/costs that may be incurred by the Association in bringing a member into compliance but be independent of any amount charged for repairs for damage to Association property ("**Reimbursement Assessment**") caused by an Owner or their tenant.

FINE SCHEDULE

First violation	NOTICE
Second violation	NOTICE
Third violation	\$ 50.00
Fourth and subsequent	\$100.00
Unauthorized ARC Modifications	\$250 or 25% of the cost of the modification

4. **RENTALS/TENANTS:** The structure of fines may be punitive in the case of Owners who rent or lease their Units; it is therefore the express policy of this Policy that with each complete change of tenants as proven by the execution and delivery of a new lease to the Board of Directors, the number of violations previously cited shall be forgiven for the record and shall begin again at zero (0). However, the re-setting of the violations count shall not relieve the Owner from liability for previously accrued, unpaid fines.
5. **OTHER REMEDIES:** The penalties and fines set forth above are not intended to be exclusive; other remedies may be utilized in enforcing the Associations' governing document, and such remedies shall be in addition to (rather than in lieu of) those provided herein. Such remedies may include submission to a form of binding or non-binding Alternative Dispute Resolution pursuant to the Guidelines established by the Association and California *Civil Code* §1354, followed by the filing of a civil action for declaratory or injunctive relief.