

Sugarloaf Homeowners Association

San Mateo California 94403

SCHEDULE OF FINES - Effective March 25, 2025

When prospective homeowners purchase property at Sugarloaf, they agree to abide by the documents governing the Sugarloaf Homeowners Association of which they have become a member. These governing documents include the CC&Rs, Bylaws and also Rules that have been added, as necessary, by Association Boards. These same agreements are required of tenants when a homeowner is leasing their property. When an owner leases their unit, they are required to provide the tenants with copies of all Governing Documents and the lease must require all tenants to abide by the same. However, all notices, hearings, and due process procedures are between the Association and the unit owner(s), regardless of who occupies the unit, or what guests may be involved.

From time to time a homeowner, their tenants, or guests may violate one or more of the terms contained in these documents. Unless a violation is a dangerous infraction, homeowners having perceived violations will be notified by a Warning Letter and given 15 days to correct the problem. If after 15 days the owner is still in violation, the Board will request a hearing to discuss the issue. If the Board rules against the homeowner, the fine will then go into effect as noted in the attached chart. When damages are caused by individual owner/tenants, and repaired by the Association, a reimbursement assessment will also be applied to the offending owner's dues account.

In the case of chronic offenders, the 15-day compliance grace period will not apply after the first violation, and the offender will be sent an immediate fine notice.

California Civil Code §5855 requires the Board of Directors of a homeowner's association to comply with strict notice requirements when the Board imposes monetary sanctions or penalties on a member for violation of the association's governing documents.

When the Board of Directors is to meet to consider or impose discipline on a member of the association, the board must notify the member in writing, by personal delivery or first class mail at least 15 days before the meeting. The notification must include, at a minimum, the date, time, and place of the meeting, the nature of the alleged violation *and a statement that the member has a right to attend and address the Board at the meeting.*

If the Board imposes discipline on the member, the board must again send notice to the member describing the discipline imposed. The notice must be sent within ten (10) days following the Board's action by personal delivery or first class mail.

The Board of Directors reserves the right to impose other disciplinary action as allowed by law in addition to these penalties. The Board shall consider the gravity of the offense in relation to whether the infraction is considered major or minor, and/or affects some or all of the homeowners' health, life, or property. When appropriate the Board will also notify government, city, or county authorities to assist with activities which may involve toxic chemicals, unauthorized building additions, health hazards, or criminal activity.

California Civil Code §4525 also requires the Board to disclose to prospective purchasers certain disciplinary actions taken by the Board. An owner must also provide to a prospective purchaser, a copy or summary of any notice previously sent to the owner regarding the Board's intent to impose, or the imposition of, discipline on the owner *that remains unresolved* at the time the remaining disclosures are to be made.

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Sugarloaf Homeowner Association Fine Structure

<i>Category</i>	<i>CC&R Section</i>	<i>Brief Synopsis from the CC&Rs (Please refer to the CC&R's for more detailed descriptions)</i>	<i>Fine</i>
Visitor parking spaces	Article 8 - Use Restrictions Section 8.12(c)	All parking spaces on the private streets on the Property are designated as guest parking, and Owners shall not park in these spaces on a regular basis, including consistent overnight parking.	No charge for initial incident/letter. \$50 - 2 nd incident or non-resolved 1 st incident. All other incidents subject to immediate \$50 fine per incident.
Abandoned and unregistered vehicles	Article 8 – Use Restrictions Section 8.12(f)	No unlicensed motor vehicles shall be operated upon the Property, or stored in the Property other than in a garage on a Lot.	\$100 initial, and an additional \$100 per month until corrected
Leaving trash/recycling bins in sight	Article 8- Use Restrictions Section 8.7	All equipment for the storage or disposal of such materials shall not be kept except in a clean and sanitary condition, located in garages or behind fences, screened from view of neighboring Lots, Common Areas and streets.	No charge for initial incident/letter. \$50 - 2 nd incident or non-resolved 1 st incident. All other incidents subject to immediate \$50 fine per incident.
Failure to remove debris or other garbage from front/side yards visible from streets or neighboring properties	Article 8 - Use Restrictions Section 8.7	All rubbish, trash and garbage shall be regularly removed from the Lots, and shall not be allowed to accumulate there on.	\$50 initial, and an additional \$50 per month until corrected
Failure to maintain landscaping in front or side yards visible from streets	Article 7 – Owner Maintenance Responsibilities Section 7.2(a)/(d)	Each Owner is responsible for the landscaping of his or her front, side and back Lot Space, as it applies to each Lot, and for the maintenance of the exterior of the structure, and shall keep them in good appearance.	\$50 initial, and an additional \$50 per month until corrected
Failure to repair architectural problem, such as painting, roofing, broken fences, etc.	Article 7 – Owner Maintenance Responsibilities Section 7.2(a)/(d)	Each Owner is responsible for the landscaping of his or her front, side and back Lot Space, as it applies to each Lot, and for the maintenance of the exterior of the structure, and shall keep them in good appearance.	\$50 initial, and an additional \$50 per month until corrected

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Modification of association property without prior permission	Article 7 – Association & Owner Maintenance Responsibilities Section 7.1(a)	No person other than the Association or its duly authorized agents shall construct, reconstruct, refinish, alter or maintain any improvement upon... the Common Area.	\$100 initial, and an additional \$100 per month until corrected
Failure to notify HOA of rental tenant current contact info, violating minimum rental term restrictions, or allowing sub-rentals.	Article 9 – Leasing and Rentals Section 9.4 (a/b/c/d)	No leases allowed for a period of thirty (30) days or less. Owners must provide to the Association the name(s) and contact information for all Tenants on a current basis No sub-rental of a Lot/Residence shall be permitted	\$100 initial, and an additional \$250 per month until corrected.
Not leashing dogs	Article 8 – Use Restrictions Section 8.6(d)1 & San Mateo County Code	Animals (dogs in particular) must be leashed and otherwise under the supervision and restraint of their owner/handler. San Mateo County Code: All dogs are required to be on leash at all times and the leash must be continuously held by a competent person capable of controlling the dog whenever the dog is not in a fully enclosed area, including all public and private property, including the dog's own front yard if it is not fully enclosed to prevent the dog's escape.	\$50 per incident
Not removing and disposing of animal waste	Article 8 – Use Restrictions Section 8.6(d)4	Animal owners shall be responsible for the prompt removal and disposal of animal waste deposited by their animals within the Development. Note: San Mateo City Code 8.04.040 states that it is illegal to allow a dog to defecate on public property or on private property without the owner's consent, unless the dog owner immediately removes and disposes of the feces. The code also states that dog owners must carry a suitable container for removing and disposing of dog feces when walking their dog on public property or on private property.	\$50 per incident

Please refer to your copy of the CC&Rs for more detailed explanations.