

**PINE FOREST FINE SCHEDULE AND POLICY
ADOPTED OCTOBER 27, 2021**

CATEGORIES & VIOLATIONS	BASE AMOUNT OF FINE		
	1 ST	2 ND	3 RD
BEST MANAGEMENT PRACTICES			
Failure to maintain vegetation protection fencing	\$250	\$500	\$750
Failure to maintain soil retention barriers	250	500	750
Failure to stabilize construction entrance	250	500	750
Exposed disturbed soil between Oct 15 & May 15	250	500	750
Earthwork without Design Review Committee approval Oct 15 & May 15	250	500	750
 CONSTRUCTION VIOLATIONS			
Major change (foundations, earthwork, structure, etc.) without DRC approval	\$2,500	5,000	7,500
Initiating construction without DRC approval *	2,500	5,000	7,500
Failure to complete construction within time limit	2,500	5,000	7,500
Unauthorized earthwork or site alteration	2,500	5,000	7,500
Unauthorized blasting	2,500	5,000	7,500
Minor change (windows, doors, landscaping, exterior materials, etc.) without DRC approval	500	1,000	2,500
Changes/additions/remodeling the house violations	Follow same rules and fines as construction		
 *Fine and/or potential suspension of building privileges at Pine Forest, restore to original condition			
 BEFORE, DURING AND AFTER CONSTRUCTION			
 TREE, BRUSH, AND LIMB REMOVAL (with the exception of defensible space work)			
Unauthorized tree (greater than 5” dbh) killing or removal from a common area, neighboring property, setback, or home site	7,500		
Unauthorized removal of live limbs or otherwise endangering a tree with the purpose of “improvement” of the lot and/or view.	1,250		
Unauthorized removal of brush or other significant vegetation with the purpose of “improvement” of the lot and/or view.	1,250		
Unauthorized removal of a significant site feature	1,250		
Failure to properly dispose of vegetative debris	100	250	500

TRAILERS AND SIGNAGE

Unauthorized trailer	\$250	500	750
Unauthorized sign or sign location	250	500	750

COMPLETION OF CONSTRUCTION

Failure to restore home-site	\$250	\$500	\$750
No Final Release	250	500	750

REFUSE, RECEPTACLES, AND DEBRIS REMOVAL

Concrete washout outside of building or paving Footprint, driveway	\$250	\$500	\$750
Refuse receptacle missing or in unauthorized location	250	500	750
Sanitary closet missing or in unauthorized location	250	500	750
Failure to remove daily refuse, debris, mud or excess Dirt from public or private road, open space, or Driveways	250	500	750
Failure to pick up refuse or loose debris at end of each Workday	250	500	750

VEHICLES, ACCESS, AND PARKING AREAS

Access of home site by means other than approved route (future driveway) / no second driveway/access path	\$500	\$1,250	\$2,500
Receipt of deliveries outside of Construction Activity Zone	250	500	750
Parking location disruptive to residents, traffic or landscape	250	500	750
Dripping petrochemicals from vehicles or equipment on roads	250	500	750

POST OCCUPANCY VIOLATIONS

Parking location disruptive to other residents	\$250	\$500	\$750
Parking of non-passenger vehicles (more than 72 hours)	250	500	750
Renting out home in violation of CC&Rs	500	1,250	2,500
Fire Safety rule violation	500	1,250	2,500
Changes/additions/remodeling the house violations		Follow same rules and fines as construction	

OWNERS RESPONSIBLE FOR ALL “OWNER PARTIES”

Owners are responsible for their own actions/violations and the actions/violations of their family, guests, contractors (and their subcontractors and employees), tenants, agents and/or invitees (the “Owner Parties”). Owners must inform their Owner Parties of all governing documents and that all rules, regulations, covenants and/or conditions of the governing documents must be followed

by the Owner Parties. Any violation of the governing documents by the Owner Parties may be enforced against the Owner, including the imposition of sanctions and/or fines under this Schedule of Fines against the Owner and/or his/her lot. Additionally, the Association may enforce any fines committed by the contractor (including subcontractors and any employees) directly against a contractor's deposit. The contractor is responsible for any violations occurring during construction, whether by contractor, its employees, subcontractors or otherwise occurring on or near the construction site.

OTHER NON-ENUMERATED VIOLATIONS:

The Pine Forest Design Review Committee or the Board may assess additional fines for unlisted actions resulting in environmental degradation, nuisance, or safety being compromised or other violations of the governing documents on a case-by-case basis with the fine amount set based on reasonably comparable listed violations, if any.

ADDITIONAL SIMILAR VIOLATIONS:

Unless otherwise noted, the fines are based on a per occurrence (for non-continuing violations) or per day basis (for continuing violations), whichever results in the greater fine as determined by the Association. The schedule of fines for infractions is intended to provide an escalating schedule of fines for violations of the same rule repeatedly by an Owner or Owner Party.

Fines for repeated or uncured violations of a similar nature, regardless of third party involvement (such as a subcontractor), may result in fines that are double the amount of the previous fines. Fines may be assessed, per incident, on a daily, weekly or monthly basis according to the nature and severity of the infraction and at the discretion of the Association. For example, if a violation results in a \$250 fine, and that violation goes uncured, a second fine of \$500 could be imposed, and in the unlikely event of a second failure to cure the violation by the second compliance date, a third fine of \$750 could be imposed. If multiple violations occur prior to the Association Board's meeting to consider imposing fines, then the Board retains the discretion to treat each violation as a separate violation of the same rule, and to impose fines for each violation under the schedule set forth above for repeat violations.

Should an Owner or Owner Party violate the same rule more than three times, the Association shall be empowered to impose a larger fine within the range identified above, considering all the relevant circumstances of the violation and the purpose of deterrence of future violations.

EGREGIOUS VIOLATIONS – TREBLING OF FINES

Additionally, all fines set forth above are base level fines and the Association is empowered to impose up to five times the fine noted for egregious violations. In assessing an appropriate fine, the Association may consider intent, deterrence, egregiousness of the conduct, community safety, whether a violation adversely impacts the community (such as the unauthorized cutting of a mature tree), and other factors deemed relevant by the Association as to whether to treble or increase the base fine.

An infraction involving actual or threatened personal injury or property damage to the Association or other person may be fined up to \$1,000 for each violation and \$100 per day for continuing violations. An Owner or Owner Party whose violation causes actual, or a credible threat of, personal injury or property damage shall be responsible for the cost of compensation for that damage and/or injury, in addition to the penalty imposed under this schedule. If the violation warrants immediate action to preserve life or property, then the Association Board may impose the penalty immediately and take steps to preserve life or property. In addition to the fine, the Owner may be held responsible for all damages and costs incurred by the Association (including reasonable attorneys' fees) in achieving compliance with the governing documents (including, without limitation, correcting architectural violations) and/or preserving life or property.

HEARINGS FOR FINES AGAINST OWNERS

When the Association's Board plans to meet to consider imposing a fine or penalty for any violation against the Owner, the Board shall notify the Owner of the hearing in writing by either personal delivery or first-class mail at least 10 days before the hearing under the disciplinary procedures set forth in Section 13.06 of the CC&Rs. This hearing procedure shall not apply to fines against the contractor charged to the contractor's deposit.

NO PRECEDENT/WAIVER/RESERVATION OF RIGHTS

All decisions by the Association to impose, not to impose, or waive fines, or other sanctions are entirely within the sole and absolute discretion of the Board. No decision by the Association shall waive any rights or remedies under the governing documents for any future or similar violations, or establish any precedent for future decisions. Each matter shall be addressed by the Association as an independent matter under the particular facts and circumstances of that case. The Association may consider all relevant information and evidence without reference to the rules of evidence.

The Association reserves all of its remedies under its governing documents and/or applicable law, and may seek additional legal and/or equitable relief in addition to imposing fines hereunder. In the event there is a conflict between the CC&Rs and this rule, the CC&Rs shall control. Failure by the Association to enforce any provision of this Fine Schedule shall in no event be deemed a waiver of the right to do so in the future. If any provision of this Schedule of Fines and Enforcement Policy is unenforceable, that provision shall be severed and the remainder of this Schedule of Fines shall remain enforceable and in full force and effect.

The Implementation of the CC&R and Design Guideline Compliance Program and all other rules concerning fines and fine enforcement are deleted in their entirety, and are superseded and replaced by this Fine Schedule and Policy.

OUTSIDE AGENCY FINES:

If an outside agency levies a fine against the Pine Forest H.O.A. and that fine is related to a particular home-site, the amount of the agency fine will be the obligation of the General Contractor and Owner of the home-site.