

CHAPTER 17

FALSE ALARM REGULATION

17.01 Findings. The Board of Directors ("the Board") of the Association hereby finds that the Rancho Santa Fe Patrol continues to respond to alarm activations, of which the vast majority are false alarms. The Board further finds that the cost to the Association membership for the Patrol to respond to false alarm activations is significant and substantial, and that the potential danger to Association members through emergency responses created by false alarms is hazardous and unnecessary.

17.02 Purpose. The purpose of this regulation is to reduce false alarms and to more equitably assign the Association's cost of responding to false alarm activations upon those Association Members who cause a disproportionately high number of false alarms to occur. This regulation does not apply to false alarm responses made solely by security personnel other than the Patrol.

17.03 Definitions.

17.0301 "Member" means the fee owner(s) of real property containing an Alarm System.

17.0302 "Patrol" means the Rancho Santa Fe Patrol.

17.0303 "Alarm System" means one or more mechanical, electrical or other devices on a Member's property which are designed or used for the detection of intrusion or unauthorized entry into a building, structure, area or facility or for alerting others of the commission of an unlawful act within a building, structure, area or facility, or both, which emits a sound or transmits a signal or message when actuated which is intended to evoke a response from the Patrol or third parties.

17.0304 "False Alarm" means any activation of an Alarm System by failure, malfunction, accidental tripping, misoperation, misuse or negligent maintenance by a Member or such Member's tenant, employee, guest or agent or any other activation of an Alarm System that results in a response and arrival on the property by the Patrol where an emergency situation does not exist.

17.0305 "Excusable Alarm" is an alarm caused by severe and unusual weather conditions, telephone line problems outside the Member's property or any similar factor over which the Member lacks control and responsibility.

17.0306 "Fiscal Year" means a 12 month period beginning on July 1st of a given year and ending on June 30th of the following year.

17.0307 "Construction Site" means any property that is not occupied and is undergoing construction, repair or remodeling for which an Association permit has been obtained.

17.0308 "Construction Site False Alarms" means false alarms occurring on a Construction Site.

17.04 Excessive False Alarm Fee.

17.0401 Procedure. When the Patrol is dispatched to respond to an Alarm System activation, the Patrol will determine whether the activation was caused by an emergency situation, a False Alarm, Construction Site False Alarm or an Excusable Alarm, and shall keep a record of its determination. The Patrol's records shall be presumptive evidence of the number of all False Alarms per property in each Fiscal Year. Construction Site False Alarms shall be treated as any other False Alarm, except that all recorded Construction Site False Alarms shall be removed from the Member's record of False Alarms once a final inspection approval has been obtained from the Association or the property becomes occupied. However, the removal of Construction Site False Alarms from the Member's record shall not relieve the Member of any preexisting obligation to pay fees for such False Alarms, or entitle the Member to reimbursement for any previously paid fees for False Alarms.

~~17.0402 Fee. A Member shall pay to the Association a fee in the amount as fixed in the most recent Association Planning Department Schedule of Fees for Land Use Applications for each False Alarm including, without limitation, a Construction Site False Alarm caused by the Member's Alarm System in a Fiscal Year; provided, however, that the Association waives payment of the False Alarm Fee for the first four (4) of such False Alarms and Construction Site False Alarms in any Fiscal Year.~~

~~17.0403 Limitations on Waiver. The failure of the Association to enforce one or more of its remedies at any given time shall not be considered a waiver by the Association of its right to pursue any of its remedies at any later date. The Association may choose to wait until multiple False Alarm Fees have accrued and become delinquent before enforcing its remedies herein. A waiver by the Association of any False Alarm Fee shall not be deemed to be a waiver of the Association's right to collect a subsequent False Alarm Fee. All waivers other than the waiver provided in the last sentence of §17.0402 must be in writing and signed by an Association representative to be effective.~~

~~17.05 Appeal to the Board of Directors. Any Member who believes that a False Alarm Fee should not be imposed may appeal to the Board by delivering a written notice of appeal to the Manager of the Association (by personal delivery or by regular mail) within 20 days after the Association first notifies the Member in writing of imposition of the False Alarm Fee. If the notice of appeal is timely received, the Manager shall calendar the matter for a Board meeting and provide the Member with at least 15 days written notice of the meeting and an opportunity to be heard. The Association shall take no action to enforce payment of the False Alarm Fee that has been timely appealed prior to the Board meeting. The Board decision at such meeting will be final.~~

17.06 Effective Date. The effective date of this chapter is May 19, 1994.

17.07 Amended Date. This chapter was amended and restated on July 19, 2007.



FINE SCHEDULE REGULATION

The purpose and intent of this Association regulation is to set forth fines that the Association is authorized to charge a Member for violating the provisions of the Rancho Santa Fe Protective Covenant, Bylaws, Regulatory Code and/or Association Rules and Regulations. No fines will be levied until all procedures required by the Association's Enforcement Regulation for Non-Monetary Violations have been observed. These procedures include at a minimum a cure period of at least 14 days, if the violation is curable, and a hearing before the Board of Directors held no less than 15 days after notice thereof at which the Member will be afforded an opportunity to be heard.

1. General Fine Schedule (Other Than for Violations Referred to in 2. Below).

(a) One-time and repeated violations

- (i) First violation: \$250
- (ii) Second violation (same or similar): \$500
- (iii) All subsequent violations after the second (same or similar): \$1,000

(b) Continuing violations

- (i) Weekly fine for each week or part thereof until corrected (in addition to (a)(i)-(iii) above): \$1,000/week. Fines per week will continue without further hearing until Member corrects the violation and notifies the Association in writing of such correction, including the date the violation was corrected.

2. Specific and Serious Violations.

A. Unauthorized Construction (Stop Work Orders):

(a) Commencing construction without Association permits:

- (i) New residential buildings: \$10,000 upon issuance of Stop Work Order. If the applicant is not working in good faith with the Association toward the submission of required plans within 30 days of issuance of Stop Work Order: \$500/week for each week or part thereof during which it is determined no progress has been made toward submission. If work continues after issuance of Stop Work Order: \$5,000/week for each week or part thereof during which work continues.

- (ii) Accessory buildings/guest houses/barns: \$5,000 upon issuance of Stop Work Order. If the applicant is not working in good faith with the Association toward the submission of required plans within 30 days of issuance of Stop Work Order: \$500/week for each week or part thereof during which it is determined no progress has been made toward submission. If work continues after issuance of Stop Work Order: \$2,500/week for each week or part thereof during which work continues.
- (iii) Miscellaneous – Stand-Alone (as enumerated in the Association’s Schedule of Fees and Deposits): \$2,000 upon issuance of Stop Work Order. If the applicant is not working in good faith with the Association toward the submission of required plans within 30 days of issuance of Stop Work Order: \$300/week for each week or part thereof during which it is determined no progress has been made toward submission. If work continues after issuance of Stop Work Order: \$1,000/week for each week or part thereof during which work continues.

(b) Construction not in accordance with Association permits and/or approved plans:

- (i) New residential buildings: \$5,000 upon issuance of Stop Work Order. If the applicant is not working in good faith with the Association toward the submission of required revised plans within 30 days of issuance of Stop Work Order: \$300/week for each week or part thereof during which it is determined no progress has been made toward submission. If work continues after issuance of Stop Work Order: \$2,500/week for each week or part thereof during which work continues.
- (ii) Accessory buildings/guest houses/barns: \$2,000 upon issuance of Stop Work Order. If the applicant is not working in good faith with the Association toward the submission of required revised plans within 30 days of issuance of Stop Work Order: \$300/week for each week or part thereof during which it is determined no progress has been made toward submission. If work continues after issuance of Stop Work Order: \$1,000/week for each week or part thereof during which work continues.
- (iii) Miscellaneous – Stand-Alone: \$2,000 upon issuance of Stop Work Order. If the applicant is not working in good faith with the Association toward the submission of required revised plans within 30 days of issuance of Stop Work Order: \$300/week for each week or part thereof during which it is determined no progress has been made toward submission. If work continues after issuance of Stop Work Order: \$1,000/week for each week or part thereof during which work continues.

(c) Unauthorized Grading:

- (i) Commencing grading without Association permits:
 - (1) Grading in excess of 200 cubic yards: \$5,000 upon issuance of Stop Work Order. If the applicant is not working in good faith with the Association

toward the submission of required plans within 30 days of issuance of Stop Work Order: \$500/week for each week or part thereof during which it is determined no progress has been made toward submission. If work continues after issuance of Stop Work Order: \$2,500/week for each week or part thereof during which work continues.

(2) Grading 200 cubic yards or less: \$1,000 upon issuance of Stop Work Order. If the applicant is not working in good faith with the Association toward the submission of required plans within 30 days of issuance of Stop Work Order: \$500/week for each week or part thereof during which it is determined no progress has been made toward submission. If work continues after issuance of Stop Work Order: \$500/week for each week or part thereof during which work continues.

(ii) Grading not in accordance with Association permits and/or approved plans:

(1) Grading in excess of 200 cubic yards: \$1,000 upon issuance of Stop Work Order. If the applicant is not working in good faith with the Association toward the submission of required revised plans within 30 days of issuance of Stop Work Order: \$500/week for each week or part thereof during which it is determined no progress has been made toward submission. If work continues after issuance of Stop Work Order: \$500/week for each week or part thereof during which work continues.

(2) Grading 200 cubic yards or less: \$500 upon issuance of Stop Work Order. If the applicant is not working in good faith with the Association toward the submission of required revised plans within 30 days of issuance of Stop Work Order: \$250/week for each week or part thereof during which it is determined no progress has been made toward submission. If work continues after issuance of Stop Work Order: \$250/week for each week or part thereof during which work continues.

B. Maintenance:

(a) Property maintenance:

(i) Failure to maintain houses in a high-class condition to preserve the unusually attractive nature of the community as required by Section 4 of the Association's Building Site Maintenance Regulation (the "Maintenance Regulation"): \$10,000 and \$3,000/week or part thereof until corrected. Fines per week will continue without further hearing until Member corrects the violation and notifies the Association in writing of such correction, including the date the violation was corrected.

(ii) Failure to maintain accessory buildings, guest houses or barns in a high-class condition to preserve the unusually attractive nature of the community as required by Section 4 of the Maintenance Regulation: \$5,000 and \$2,000/week or part thereof until corrected. Fines per week will continue without further hearing until Member corrects the violation and notifies the

Association in writing of such correction, including the date the violation was corrected.

- (iii) Failure to maintain landscaping in accordance with Section 5 of the Maintenance Regulation: \$3,000 and \$1,000/week or part thereof until corrected. Fines per week will continue without further hearing until Member corrects the violation and notifies the Association in writing of such correction, including the date the violation was corrected.

C. Rentals:

(a) Violation of paragraph 88 of the Protective Covenant as set forth below:

- (i) Rentals of all or part of an accessory building in Residence Districts of Class A, as outlined in the Protective Covenant, by persons not members of the same family as the owner of the building site on which the main dwelling is located:

- (1) First violation: \$1,000
- (2) Second violation: \$2,000
- (3) All subsequent violations after the second: \$4,000
- (4) Weekly fine for each week or part thereof during which the rental continues (in addition to (i) (1-3) above): \$4,000/week. Fines per week will continue without further hearing until Member corrects the violation and notifies the Association in writing of such correction, including the date the violation was corrected.

- (ii) Rentals of part of the main dwelling in Residence Districts of Class A by persons not members of the same family as the owner of the building site on which the main dwelling is located:

- (1) First violation: \$500
- (2) Second violation: \$1,000
- (3) All subsequent violations after the second: \$2,000
- (4) Weekly fine for each week or part thereof during which the rental continues (in addition to (ii) (1-3) above): \$2,000/week. Fines per week will continue without further hearing until Member corrects the violation and notifies the Association in writing of such correction, including the date the violation was corrected.

D. Noxious Activities/Nuisance:

(a) One-time and repeated violations of Section 2 of the Association's Regulation of Nuisance and Special Events Venues:

- (i) First violation: \$500
- (ii) Second violation: \$1,000
- (iii) All subsequent violations: \$1,500

E. Event Venues:

Each violation of Section 3 of the Association's Regulation of Nuisance and Special Event Venues: the highest of \$10,000, the amount charged for the rental or the amount for which the venue was advertised for the day/night of the violation (whether by internet, publishing, circulating, e-mailing, broadcasting or otherwise).

Adopted March 1, 2018

CHAPTERS 18 THROUGH 29 RESERVED