



## SCHEDULE OF FEES AND DEPOSITS

### FEES FOR CONSTRUCTION PERMIT APPLICATIONS (Residential and Commercial)

Payment of a new Construction Permit Application fee covers the following: up to three applications, plan checking, community-wide noticing, story pole review, Art Jury on-site review and the required inspections as listed on the Construction Permit Form. All fees will be calculated per address and/or Assessor's Parcel Number (APN). If the project includes multiple addresses and/or APNs, the fee will be multiplied by the number of addresses and/or APNs included.

#### FEES FOR RESIDENTIAL CONSTRUCTION PERMIT APPLICATIONS<sup>1</sup>

	FEE (\$)
<b>Application for Project Greater than 1,500 Square Feet:<sup>2</sup></b>	
New Application:	
• Residential	1,600
• Residential addition	
• Accessory buildings/barns	
Subsequent Application <sup>3</sup>	450
<b>Application for Project Less than or Equal to 1,500 Square Feet:<sup>2</sup></b>	
New Application:	
• Residential	1,100
• Residential addition	
• Accessory buildings/barns	
Subsequent Application <sup>3</sup>	300

#### FEES FOR COMMERCIAL CONSTRUCTION PERMIT APPLICATIONS<sup>4</sup>

	FEE (\$)
<b>Application for Project Greater than 5,000 Square Feet:</b>	
New Application	10,000
Subsequent Application <sup>3</sup>	2,700
<b>Application for Project Less than or Equal to 5,000 Square Feet:</b>	
New Application	7,500
Subsequent Application <sup>3</sup>	2,000

<sup>1</sup> A Residential Construction Permit Application is for a construction project that consists of building a new residence, a new addition to an existing residence or one or more accessory buildings/barns.

<sup>2</sup> All items submitted in the Rancho Santa Fe Association "Construction Permit Application" are covered by the specified fee except Horse/Large Animal Keeping Permit and Tennis Court/Recreation Area applications (Refer to page 2).

<sup>3</sup> A subsequent application is a submittal after the 3<sup>rd</sup> application and/or after one year from the first application.

<sup>4</sup> A Commercial Construction Permit Application is for a construction project in the Village Business and Public Use Districts. Refer to Paragraphs 100-110 of the Rancho Santa Fe Protective Covenant.

**FEES FOR MISCELLANEOUS  
CONSTRUCTION PERMIT APPLICATIONS**  
(Residential and Commercial)

**FEES FOR MISCELLANEOUS – STAND-ALONE<sup>5</sup>**

	FEE (\$)
<b>Application for Exterior Items Other than Building Remodel and/or Alteration to Existing Materials:</b>	
New Application:	
• Grading	500/item
• Retaining walls	
• Solar	
• Entry features	
• Driveway (excluding driveway resurfacing)	300/item
• Spa/Pool – new or remodel (excluding spa/pool resurfacing)	
• Commercial sign	
• Satellite antenna	
• Fencing	150/item
• Outdoor lighting	
Subsequent Application <sup>3</sup>	½ new application fee
<b>Application for Exterior Building Remodel and/or Alteration to Existing Materials:</b>	
New Application:	
• Reroof	
• Window and door replacement	
• Driveway resurfacing	
• Repaint	
• Garage door	
• Exterior wall refinish	150/item
• Outdoor lighting	
Subsequent Application <sup>3</sup>	75/item
<b>Application for Horse/Large Animal Keeping Permit:</b>	
New Application	800
Subsequent Application <sup>3</sup>	220
Increase in Number of Animals	800
<b>Application for Tennis Court/Recreation Area:</b>	
New Application	800
Subsequent Application <sup>3</sup>	220

<sup>5</sup> “Stand-Alone” are miscellaneous projects that do not increase square footage of building.

**FEES FOR MISCELLANEOUS – OTHER**

<b>FEE (\$)</b>	
<b>Application for “As-Built” Items<sup>6</sup></b>	Double the Construction Permit Application fee
<b>Application for Time Extension:</b>	
Residential and Commercial – Preliminary Plan Review (Style Check) <sup>7</sup>	75
Residential and Commercial – Final Plan Review <sup>7</sup>	
Construction Permit <sup>8</sup>	100

**FEES FOR CONSTRUCTION PERMITS**  
(Residential and Commercial)

All fees will be calculated per address and/or APN. If the project includes multiple addresses and/or APNs, the fee will be multiplied by the number of addresses and/or APNs included.

<b>FEE (\$)</b>	
<b>Construction Permit Fees:<sup>9</sup></b>	
Residential and Commercial	1/square foot
As-Built Items	2/square foot

<sup>6</sup> “As-Built” items arise in the event of construction without a permit or construction in conflict with a permit and/or approved plans.

<sup>7</sup> An approval of an Intermediate Plan Review (Style Check) application expires after six months if an application for Final Plan Review is not submitted by that time. An approval of a Final Plan Review application expires after one year if conditions for a Construction Permit have not been fulfilled. A Time Extension for Intermediate Plan Review approval is an additional six months. A Time Extension for Final Plan Review approval is an additional year.

<sup>8</sup> A Construction Permit expires after one year once issued if construction has not commenced on the property. A Time Extension for a Construction Permit allows an additional year to begin construction.

<sup>9</sup> Construction Permit fees do not apply to Miscellaneous Stand-Alone items.

**DEPOSITS FOR CONSTRUCTION PERMITS**  
(Residential and Commercial)

In addition to the Construction Permit fee, the Association requires a deposit for permitted projects. A deposit is determined by the scope of the project and is required once the project is approved when applying for the Building Permit.

<b>DEPOSIT/FEE (\$)</b>	
<b>Amount of Initial Deposit:</b> <sup>10</sup>	
Residential	2/square foot
Commercial	5/square foot
As-Built Items	4/square foot
<b>Fees Deducted from Deposit:</b>	
Special Inspection Fees: those inspection fees other than those listed on the Construction Permit Form	500/inspection
Non-Conformance Fees: after 30 days from delivery of stop work order to compliance with order	300/week
Compliance Fees: reimbursement for all reasonably required legal or other consulting fees	100% reimbursement
Fines established by the Board	Published in separate schedule
<b>Amount of Additional Deposit:</b> Additional deposits are required to restore the deposit to its original amount when 50% of the deposit has been expended on inspection, nonconformance and compliance fees and fines	
<b>Release of Deposit:</b> Deposits Will Be Released to the Applicant When:	
<ul style="list-style-type: none"> <li>• All Association inspections have been completed and approved by Association staff</li> <li>• All job identification signs have been removed</li> <li>• All final landscape has been installed</li> <li>• Any damage to surrounding properties has been repaired</li> <li>• All construction debris and trash bins have been removed</li> <li>• Any project deviations, amendments or changes from the Association approved plans have been processed and approved as as-built plans</li> </ul>	

**FEES FOR NEW LAND-USE APPLICATIONS**

Payment of a new Land-Use Application fee covers plan checking, Art Jury and Board review, community-wide noticing and where applicable, Covenant-wide vote.

	<b>FEE (\$)</b>
<b>Application for Boundary Adjustment Map:</b>	
Annexation (property within Covenant boundary)	5,000
Annexation (property outside the Covenant boundary)	25,000
Boundary Adjustment:	
• Less than or equal to ½ an acre	5,000
• Greater than ½ an acre	10,000
Subdivision:	
• First two lots	12,000
• Three or more lots	15,000
Lot Merger:	
• Less than or equal to two acres	1,000
• Greater than two acres	3,000
<b>Application for Covenant Modification</b>	20,000
<b>Application for Regulatory Code Variance</b>	1,500

<sup>10</sup> Deposits do not apply to Miscellaneous – Stand-Alone items.

## FEES FOR EXISTING LAND-USE APPLICATIONS

	FEE (\$)
<b>Application for Revised Boundary Adjustment Map:</b> Less than or Equal to ½ Acre: <ul style="list-style-type: none"> <li>• Reviewed by Art Jury, but not by Board</li> <li>• Reviewed by Board, but not recorded</li> </ul> Greater than ½ Acre: <ul style="list-style-type: none"> <li>• Reviewed by Art Jury, but not by Board</li> <li>• Reviewed by Board, but not recorded</li> </ul>	1,250 2,500 2,500 5,000
<b>Application for Revised Subdivision Map:</b> First Two Lots: <ul style="list-style-type: none"> <li>• Reviewed by Art Jury, but not by Board</li> <li>• Reviewed by Board, but not recorded</li> </ul> Three or More Lots: <ul style="list-style-type: none"> <li>• Reviewed by Art Jury, but not by Board</li> <li>• Reviewed by Board, but not recorded</li> </ul>	3,000 6,000 3,750 7,500
<b>Application for Revised Lot Merger Map:</b> Less than or Equal to Two Acres: <ul style="list-style-type: none"> <li>• Reviewed by Art Jury, but not by Board</li> <li>• Reviewed by Board, but not recorded</li> </ul> Greater than Two Acres: <ul style="list-style-type: none"> <li>• Reviewed by Art Jury, but not by Board</li> <li>• Reviewed by Board, but not recorded</li> </ul>	250 500 750 1,500
<b>Time Extensions:</b> <sup>11</sup> Finalization of Boundary Adjustments or Subdivisions Finalization of Lot Merger Finalization of Covenant Modification or Regulatory Variance <sup>12</sup>	50
<b>Amendments to any Existing Land-Use Applications:</b> Deletion or modification to any condition of approval(s) for any application	50% of Land-Use Application fee

<sup>11</sup> Applications for Boundary Adjustments, Subdivisions and Lot Mergers expire two years after approval by the Board. Prior to expiration the Board may grant a time extension of not more than two years.

<sup>12</sup> Covenant Modifications and Regulatory Variances expire one year after approval by the Board. Prior to expiration, the Board may grant a time extension of not more than one year.

## DEPOSITS FOR LAND-USE APPLICATIONS

In addition to the new Land-Use Application fee, the Association requires a deposit for submitted projects. A deposit is required with the submittal in order to deem the application as complete.

	DEPOSIT/FEE (\$)
<b>Amount of Initial Deposit:</b>	
Annexation (property within Covenant boundary)	2,500
Annexation (property outside the Covenant boundary)	12,500
Boundary Adjustment:	
• Less than or equal to ½ an acre	2,500
• Greater than ½ an acre	5,000
Subdivision:	
• First two lots	6,000
• Three or more lots	7,500
Lot Merger:	
• Less than or equal to two acres	500
• Greater than two acres	1,500
Covenant Modification	10,000
Regulatory Code Variance	750
<b>Fees Deducted from Deposit:</b> Compliance Fees: 100% reimbursement for all reasonably required legal or other consulting fees	
<b>Amount of Additional Deposit:</b> Additional deposits are required to restore the deposit to its original amount when 50% of the deposit has been expended on compliance fees	
<b>Release of Deposit:</b> Deposits will be released to the applicant after recordation of Annexation, Boundary Adjustment, Subdivision, Lot Merger, Covenant Modification or Regulatory Code Variance	



# **Rancho Santa Fe Association**

## **CONSTRUCTION PERMIT DEPOSIT AGREEMENT**

### **FOR COMMERCIAL AND RESIDENTIAL CONSTRUCTION NEW CONSTRUCTION, BUILDING ALTERATIONS, AND AS-BUILTS PLANS**

This Agreement is made by and between the Rancho Santa Fe Association, of 17022 Avenida de Acacias, Rancho Santa Fe, CA (the "RSFA"), and \_\_\_\_\_, of \_\_\_\_\_, ("Member"), and Member's agents, representatives, employees, successors and assigns (collectively "Owner") in connection with and in consideration of the RSFA's review and approval of the plans for the construction or remodel or structural alteration of a residential or commercial building, or other improvements by Member at \_\_\_\_\_ [insert street address] and Assessor Parcel Number \_\_\_\_\_ [insert APN] and for the primary purpose of providing any necessary funds to cover RSFA cost for inspections and for preventing or minimizing nuisances, and payment of RSFA fees and fines. For the reasons recited above and for other good and valuable consideration, the receipt and legal sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. If the RSFA finds that the entire construction plan, including by way of illustration but not limitation the application, agreement, plans and specifications, color board and samples (collectively "the plans"), comply with the required standards and that the plans may be approved, such plans will be approved on the express condition that the Member execute this Agreement and covenant to comply with the terms hereof.

The approved plans shall contain (i) a commencement date and (ii) anticipated completion date for the construction work. A Construction Permit expires one year after issuance if construction has not commenced.

2. Member shall provide the RSFA with a Construction Permit Deposit (the "Deposit") in the following amounts:
  - a. Commercial project, a Construction Permit Deposit in the sum of \$5 per square foot, or
  - b. Residential project, a Construction Permit Deposit in the sum of \$2 per square foot, or
  - c. As-built plan, Construction Permit Deposit in the sum of \$4 per square foot.

The Construction Permit Deposit may be commingled with other RSFA funds, and no interest shall be paid or due on the Deposit amounts. The RSFA shall keep a record of the Deposit amount and of all changes thereto. The RSFA is hereby authorized to unilaterally make payments out of the Deposit.

3. The following fees shall be deducted from the Deposit:
  - a. Special Inspection Fees as set forth in the Schedule Fees and Deposit adopted by the Board of Directors of the RSFA;
  - b. Non-Conformance Fees as set forth in the Schedule Fees and Deposit adopted by the Board of Directors of the RSFA;
  - c. Compliance Fees as set forth in the Schedule Fees and Deposit adopted by the Board of Directors of the RSFA.
  - d. Fines established by the Board of Directors of the RSFA.

When the balance of the deficit amount is reduced below 50% of the initial Deposit amount, Member shall restore the balance as set forth in the Schedule Fees and Deposit to the initial Deposit amount within 30 days after written request for restoration shall be given.

4. Deposits will be released to Member when:
  - All RSFA inspections have been completed and signed off by RSFA staff;
  - All job identification signs have been removed;
  - All final landscape has been installed;
  - Any damage to surrounding properties has been repaired;
  - All construction debris and trash bins have been removed and;
  - Any project deviations, amendments or changes from the RSFA approved plans have been processed and approved as an as-built plan.
5. Neither this Agreement nor approval of the construction plans constitutes any representation or undertaking by the RSFA or its members that the design or construction of the building to be built is safe, proper or adequate. Nor shall failure to enforce any terms of this Agreement give rise to any liability on the part of the RSFA or its members or agents, or constitute a waiver by the RSFA of the right to enforce any terms of this Agreement at any time for the same or similar acts of noncompliance.
6. Member shall give RSFA written notice if ownership of the property changes during the term of this Agreement and, if so, shall provide RSFA with the name, address and contact information for the new Member.
7. This Agreement is not assignable by Member without RSFA's prior written consent. RSFA will not consent to an assignment of this Agreement unless Member is in full compliance with this Agreement. Member may request RSFA approval of an assignment by completing and signing the attached Assignment Agreement and submitting the completed form to RSFA. This Agreement shall only be assigned to a person or entity that has acquired ownership of the real property described in this Agreement.
8. Member shall give RSFA written notice if the contractor changes during the term of this Agreement and, if so, Member shall provide RSFA with the name, address, contact, insurance and license information for the new contractor.
9. In the event of any conflict, inconsistency or incongruity between the provisions of the documents governing Rancho Santa Fe Association, including but not limited to the RSFA Protective Covenant, the RSFA Bylaws, the Articles of Incorporation of the Rancho Santa Fe Association and rules and regulations of the RSFA and the provisions of this Agreement, the RSFA and Member agree that the latter shall in all respects govern and control.
10. Member and RSFA intend this to be an integrated contract and that this writing (including the plans) contains the entire Agreement between Member and RSFA.
11. This Agreement has been entered into in the State of California, and shall be interpreted and enforced under California law. In the event of any dispute or litigation respecting this Agreement, venue shall only be in San Diego, California.
12. This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original, but all such counterparts shall constitute one and the same agreement. Any signature page of this Agreement may be detached from any counterpart without impairing the legal effect of any signatures thereon, and may be attached to another counterpart, identical in form thereto, but having attached to it one or more additional signature pages.
13. The provisions and conditions of this Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective heirs, successors, assigns, and legal representatives.
14. This Agreement may not be modified except by the written agreement of the parties.



15. In the event any one or more of the provisions contained in this Agreement are held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability will not affect any other provisions hereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had not been contained herein.
16. Time is expressly made of the essence with respect to the performance hereof.
17. Any right created under this Agreement may not be waived, except in a writing specifically referring to this Agreement and signed by the party waiving the right. The failure of a party to enforce strictly any provision of this Agreement shall not be deemed to act as a waiver of any provision, including the provision not so enforced.

Property Owner/Member	Date
Phone number: _____	
E-mail: _____	

Property Owner's/Member's Contractor	Date
Phone number: _____	
E-mail: _____	

Rancho Santa Fe Association	Date
By: _____	
Title: _____	

12/28/2017