

UNIVERSITY TERRACE BERKELEY HOMEOWNERS ASSOCIATION ENFORCEMENT POLICY AND SCHEDULE OF FINES

This Enforcement Policy and Schedule of Fines (“Policy”) sets forth the policy of University Terrace Berkeley Homeowners Association (“Association”) for imposing monetary fines and/or penalties for violations of the Association’s Condominium Instruments (defined below), pursuant to California Civil Code section 5850 et seq.; the Bylaws of University Terrace Berkeley Homeowners Association (“Bylaws”); and the Declaration of Covenants, Conditions & Restrictions for University Terrace Berkeley Homes recorded on October 11, 1994, as Document No. 94-329463, in the Official Records of the County of Alameda, State of California (“CC&Rs”), and as may be amended from time to time.

When adopted by the Board of Directors (“Board”), this Policy will become part of the Association Rules. This Policy shall replace and supersede the Fine Policy and Schedule of Fines adopted on December 16, 2024, and any other enforcement and fine policy previously adopted by the Board. The capitalized terms in this Policy shall have the meaning set forth in the CC&Rs, unless otherwise clearly indicated.

1. Member Responsibility. Each Association Member is responsible for complying with the Bylaws, CC&Rs, Common Areas Lease, Sublease of Undivided Interest, and Association Rules adopted by the Board, and all amendments thereto (collectively, “Condominium Instruments”). Members are required to give their tenants, lessees, or renters (collectively, “tenants”), if any, copies of the Condominium Instruments. Members are also responsible for compliance by their family members, tenants, invitees, and guests with the Condominium Instruments. Any lease or rental agreement entered into by a Member with any tenants must be subject to the Condominium Instruments. In the case of violations by tenants, the Association will send notices regarding the violation to the Member. The Board may, in its sole discretion, send a copy of the notice to the tenant(s) as well. Any fines, penalties, or sanctions for tenant noncompliance will be imposed against the Member and, as applicable, such Member’s Unit.

2. Courtesy Warning and Violation Letters. Members should direct concerns regarding alleged violations to the Association’s community manager who will forward the information to the Board for its investigation. The Board may issue a courtesy warning or violation letter to the Member alleged to have committed a violation of the Condominium Instruments, but it is not obligated to do so.

3. Notice of Hearing. The Board shall provide the Member with at least fifteen (15) days’ written notice before the hearing to impose a fine, penalty, or other sanction in accordance with the Condominium Instruments and California law.

4. Hearing Requirements. Hearings shall be subject to the following requirements:
 - a. The Member is entitled to attend the hearing, which shall take place in executive session, unless otherwise requested by the Member. If the Member does not attend the hearing, the Board may still impose sanctions.

 - b. The Board has the discretion to impose sanctions, including, but not limited to, a fine in accordance with the Schedule of Penalties below, and other disciplinary action authorized by the Condominium Instruments. Additionally, Members found to create

a consistent or regular nuisance at Board meetings or other meetings of the Association such that they are significantly interfering with Association business may be prohibited from attending meetings.

5. Curing Violations. The Board shall not impose discipline if the Member cures the violation before the hearing or provides a financial commitment to cure the violation. Members are required to notify the Board of the correction of any alleged violation so that the correction can be verified. This section shall not apply to violations which, by their nature, cannot be cured (for example, but not limited to, single-instance violations, such as loud parties, short-term rentals, and parking violations); both curable and incurable violations are subject to enforcement action, including the imposition of fines pursuant to the Schedule of Monetary Penalties below.

If the Board and the Member are not in agreement after the hearing, the Member shall have the opportunity to request internal dispute resolution pursuant to Civil Code section 5910. If the Board and the Member are in agreement after the hearing, the Board shall draft a written resolution to be signed by the Board and the Member. The resolution shall be judicially enforceable.

6. Notice of Decision. If the Board imposes discipline, the Board shall provide the Member with a written notification of the decision, by either personal delivery or individual delivery, within fourteen (14) days following the date on which the Board makes its decision.

7. Payment of Fines. Fines are due and payable when levied and are delinquent if not paid within fifteen (15) days of the due date, unless a later due date is established by the Board. Fines shall not be subject to late charges or interest.

8. Schedule of Penalties (Fines). The Board has adopted the following Schedule of Monetary Penalties, which will be in effect until changed by the Board:

The Board may impose a fine up to \$100 per violation, subject to applicable exceptions for health and safety violations.

9. “Violation” Defined. Each day that a Member or their Unit is not in compliance with the Condominium Instruments constitutes a separate and distinct violation subject to fine or other disciplinary action. Such repeated violations shall be subject to a separate fine for each violation without additional hearings. By way of example, but not limitation, the Board may impose fines of up to \$100 per day for each day that a Member: **Violation of Rental Policy**

- Fails to file a lease for subtenant or roommate with the Board within five (5) days after the lease is effective.
- Fails to provide a Resident Information Form or other information requested by the Board by the deadline established by the Board.
- Rents or leases Condominium to a tenant for a term of more than thirteen (13) months every three (3) years without prior written approval of UCB Chancellor, if the Condominium is NOT Owner-occupied.
- Rents or leases to a roommate for less than thirty-one (31) days even if the Condominium is Owner-occupied.

Violation of Faculty Occupancy Rules

- Fails to provide a Verification of Occupancy form within fifteen (15) days of written request from the Association.

- Fails to provide a Resident Information Form or other information requested by the Board by the deadline established by the Board.
- Violates the guest policy provision in the Rules.
- Rents or leases to a roommate for less than thirty-one (31) days even if the Condominium is Owner-occupied.
- Fails to file a lease for subtenant or roommate with the Board within five (5) days after the lease is effective.
- Rents or leases his/her Condominium to a tenant for a rental term of more than thirteen (13) months every three (3) years without prior written approval of UCB Chancellor, if the Condominium is NOT Owner-occupied.

Violation of Architectural Restrictions

- Failure to obtain prior approval for any alteration pursuant to the CC&Rs.
- Violates flooring provision pursuant to Section 4.3 of the CC&Rs.
- Removes or alters property in the Common Area.
- Violates the Board's decision, approved plans or construction rules.

Violation of Use Restrictions

- Window signage display, window coverings and improper for sale/rent signage display violations.
- Noise violations.
- Pet or animal violations.
- Storage violations within hallways, landings, garages, patios, or balconies.
- Garage and entry violations.
- Electric vehicle charging station violations.
- Security and controlled access violations.
- Trash and recycling violations.

10. Violations that Impact Health or Safety. If the violation may result in an adverse health or safety impact on the Common Area, a Unit, or a person, the Board may impose a fine of up to \$500 per day. The Board shall make a written finding specifying the adverse health or safety impact in a Board meeting open to the Members. Examples of health and/or safety violations include, without limitation:

- Failure to provide Unit access for mandatory fire safety inspection (sounders and sprinklers) and inspections related to Common Area damage and repair + \$100 monthly until Unit is inspected;
- Threat to safety and enjoyment of other Owners by providing keys to unauthorized persons;
- Publishing security protocols;
- Pet defecation and/or urination in Common Areas that are not immediately cleaned and reported to management;
- Aggressive animal/pet behavior;
- Public urination or defecation, vandalism, theft, or other nuisance to others;
- Storage of hazardous or illegal materials/property;
- Fire, smoke, gas, or other dangerous situations;
- Allowing unsafe environment or violation of health codes in Unit; or
- Smoking in the Common Area (including in Exclusive Use Area).

11. Disciplinary Action in Addition to Corrective Measures. The imposition of fines and other disciplinary measures is not an alternative to compliance with the Condominium Instruments. Compliance may include, but is not limited to, correcting, repairing, or replacing non-compliant conditions, all at the Member's expense.

12. Emergency Actions. Nothing in this Policy shall be construed to prevent the Board from making emergency corrections, repairs, or replacements, or taking emergency action that it deems necessary. In such instances, the Board may provide notice and hold a hearing after taking emergency action.

13. Violation of Law. The Association may treat any violation of state, municipal, or local law by a Member or their family, tenant, lessee, renter, invitee, or guest in the same manner as a violation of the Condominium Instruments.

14. Other Remedies. The Association reserves the right to avail itself of any other remedy permitted by law and the Condominium Instruments, and to enforce the provisions of the Condominium Instruments. These remedies include, but are not limited to, bringing an action in Small Claims or Superior Court or requesting that the matter be submitted to a form of dispute resolution. Such remedies may be taken in addition to or in lieu of any action already taken, and commencement of one remedy shall not prevent the Association from electing at a later date to pursue another remedy. In a court action, the Association may seek either, or both, injunctive relief and/or recovery of fines, if any. In addition, the Association shall be entitled to recover the full amount of all costs, including attorneys' fees and experts' fees, incurred by the Association in responding to a violation and/or in enforcing any provision of the Condominium Instruments.

15. No Waiver. The failure to enforce a provision of the Condominium Instruments does not constitute a waiver of the Association's or Board's authority to enforce such provisions or other provisions of the Condominium Instruments.

This Policy was adopted by the Board of Directors of University Terrace Berkeley Homeowners Association at an open meeting of the Board held on _____, 2025.

Date: _____ By: _____
Secretary

Print Name: _____