



Rancho Santa Fe Association

Board of Directors Meeting

Staff Report

Date: June 14, 2022
Submitted By: Brooke Nichols, Covenant & Project Administrator
Item: Proposed Schedule of Dues, Fees & Deposits

Recommendation

Board of Directors approve the proposed Schedule of Dues, Fees & Deposits, with an effective date of July 1, 2022.

Background/Analysis

Departments throughout the Association maintain annual schedules of dues, fees and deposits for costs for which items are levied. These schedules were reviewed and approved along with the 2022-2023 Association budget at the May 12, 2022, Board of Directors meeting. The Proposed Schedule of Dues, Fees & Deposits was posted for an additional member comment period.

Member Input

The proposed Schedule of Dues, Fees & Deposits was posted for a required 28-day member comment period. No member input was received on this proposed regulation.

Fiscal Impact

Upon adoption, increases in dues, fees and deposits will occur effective July 1, 2022.

Attachments

- A. Schedules of dues, fees and deposits included in the 2022-2023 Association budget
- B. Schedule of Fees & Deposits for Art Jury Applications

Rancho Santa Fe Association

Schedule of Dues, Fees and Charges FY 2022-2023

<u>Annual Assessment</u>	<u>2021 - 2022</u>	<u>Proposed 2022 - 2023</u>
Assessment per \$100 of Appraised Value (includes \$0.025 for RSF Connect Recovery Fee)	\$0.14	\$0.14

<u>Miscellaneous Charges</u>	<u>2021 - 2022</u>	<u>2022 - 2023</u>
Escrow Fees	\$400	\$500

Rancho Santa Fe Golf Club

Schedule of Dues, Fees and Charges FY 2022-2023

<u>Enrollment Fee</u>	<u>2021 - 2022</u>	<u>Proposed 2022 - 2023</u>
	\$ 75,000	\$ 75,000
 <u>Annual Dues</u>	 <u>2021 - 2022</u>	 <u>2022 - 2023</u>
Golf: Regular	\$ 12,900	\$ 14,200
Golf: Junior Executive	\$ 12,900	\$ 14,200
Golf: Single	\$ 9,660	\$ 10,625
Golf: Surviving Spouse	\$ 6,450	\$ 7,095
Golf: Junior Regular (Ages 23 - 26)	\$ 2,813	\$ 3,160
Golf: Junior Unlimited Playing Privilege (19 under)	\$ 2,871	\$ 3,160
Golf: Former Resident	\$ 14,190	\$ 15,610
Golf: Former Resident Junior Executive	\$ 14,190	\$ 15,610
Golf: Former Resident Single	\$ 10,626	\$ 11,690
Golf: Former Resident Surviving Spouse	\$ 7,095	\$ 7,805
Golf: Debt Service Fee	\$ 1,200	\$ 1,200
Social: Non-Resident	\$ 517	\$ 900
Social: Sponsored	\$ 517	\$ 900
 <u>Guest Fees</u>	 <u>2021 - 2022</u>	 <u>2022 - 2023</u>
18 Holes: Tuesday - Thursday	\$ 120	\$ 150
18 Holes: Friday - Sunday & Holidays	\$ 130	\$ 150
9 Holes: Tuesday - Thursday	\$ 75	\$ 100
9 Holes: Friday - Sunday & Holidays	\$ 75	\$ 100
Family Guest: 18 Holes	\$ 75	\$ 75
Family Guest: 9 Holes	\$ 50	\$ 50
* Family Guest: Sponsored 18 Holes	\$ 170	\$ 170
* Family Guest: Sponsored 9 Holes	\$ 130	\$ 110
* Sponsored Guest: 18 Holes	\$ 170	\$ 300
* Sponsored Guest: 9 Holes	\$ 130	\$ -
* Inn Guest: 18 Holes	\$ 250	\$ 350
* Includes Golf Car		
 <u>Golf Car Fees</u>	 <u>2021 - 2022</u>	 <u>2022 - 2023</u>
18 Holes	\$ 17	\$ 20
9 Holes	\$ 9	\$ 13
Riders - Private Golf Cars - 18 Holes	\$ 17	\$ 20
Riders - Private Golf Cars - 9 Holes	\$ 9	\$ 13
Pull Cart - 18 Holes	\$ 7	\$ 9
Pull Cart - 9 Holes	\$ 4	\$ 6
Annual Private Golf Car Trail Fee	\$ 850	\$ 850
Annual Scooter & Cycle Trail Fee	\$ 425	\$ 850
 <u>Locker Fees</u>	 <u>2021 - 2022</u>	 <u>2022 - 2023</u>
Annual Locker Fee	\$ 240	\$ 240
 <u>Golf Bag & Pull Cart Storage</u>	 <u>2021 - 2022</u>	 <u>2022 - 2023</u>
Bag Storage	\$ 190	\$ 200
Junior Bag Storage	\$ 95	\$ 100
Pull Cart Storage	\$ 240	\$ 240
Junior Pull Cart Storage	\$ 120	\$ 120
Navigator Storage	\$ 275	\$ 300
Private Golf Car Storage	\$ 600	\$ 900
Private Scooter & Cycle Storage	\$ 600	\$ 900
 <u>Club Rental</u>	 <u>2022 - 2022</u>	 <u>2022 - 2023</u>
Rental Set	\$ 55	\$ 55

Rancho Santa Fe Tennis Club

Schedule of Dues, Fees and Charges FY 2022-2023

<u>Enrollment Fee</u>	<u>2021 - 2022</u>	<u>Proposed 2022 - 2023</u>
Resident Family	\$4,000	\$4,250
Pickleball Family	\$750	\$1,000
Tennis Junior	\$750	\$1,500
Tennis/Golf	\$3,500	\$3,750
Pickleball/Golf	\$650	\$900

<u>Annual Dues</u>	<u>2021 - 2022</u>	<u>2022 - 2023</u>
Regular Family	\$1,750	\$1,850
Regular Junior	\$1,000	\$1,100
Former Resident	\$2,000	\$2,100
Pickleball	\$750	\$800
Resident Single	\$1,500	\$1,600
Former Res. Single	\$1,750	\$1,850
Extended Family	\$1,450	\$1,550
Extended Single	\$1,000	\$1,100
Sponsored	\$3,000	\$3,100
Sponsored Pickleball	n/a	\$1,200

<u>Guest Fees</u>	<u>2021 - 2022</u>	<u>2022 - 2023</u>
Hardcourt Weekdays	\$10	\$10
Hardcourt Weekends	\$12	\$12
Clay Weekday	\$15	\$15
Clay Weekend	\$20	\$20
Unaccompanied Guest/Hotel RSF Inn	\$25	\$25
Pickleball Guest	\$5	\$5

<u>Lessons & Clinics</u>	<u>2021 - 2022</u>	<u>2022 - 2023</u>
Private Lessons range	\$80-100	\$80-\$110
RSFTC Adult Clinics	\$35m/\$40nm	\$35m/\$45nm
Junior Program Paid by Session (Per Class)	\$35m/\$45nm	\$35m/\$45nm
Junior Program Drop in fee per class	\$45m/\$55nm	\$45m/\$55nm
Pickleball Clinics	\$25m/\$35nm	\$25m/\$35nm
Open Play Pickleball	\$5m/\$15nm	\$5m/\$15nm

<u>Other Items</u>	<u>2021 - 2022</u>	<u>2022 - 2023</u>
Pickleball Court Party Rental (Per Court/Per Hr)	\$15	\$20
Clubhouse Rental (Member)	\$300-\$400	\$300-\$400
Clubhouse Rental (Non-Member Association Owners)	\$1000-\$1500	\$1000-\$1500

Osuna Ranch

Schedule of Dues, Fees and Charges FY 2022-2023

<u>Stall Fees</u> List out various categories	<u>2021 - 2022</u>		<u>Proposed 2022 - 2023</u>	
	<u>Member price</u>	<u>Non-member Price</u>	<u>Member price</u>	<u>Non-member Price</u>
<u>Main Barn:</u>				
Stall 12 X 12	\$1,060	\$1,170	\$1,160	\$1,290
Stall 12 X 12 w/in & out	\$1,170	\$1,285	\$1,290	\$1,420
Stall 16 X 16	\$1,170	\$1,285	\$1,290	\$1,420
Stall 16 X 16 w/in & out	\$1,120	\$1,400	\$1,410	\$1,550
<u>Back Barn</u>				
Stall 12 X 12	\$925	\$1,030	\$1,020	\$1,130
Stall w/small in & out	\$980	\$1,090	\$1,080	\$1,200
Stall w/large in & out	\$1,100	\$1,215	\$1,210	\$1,340
<u>Tack Room Stalls</u>				
Stall 12 X 20	\$1,060	\$1,170	\$1,160	\$1,290
<u>Apartment Stalls</u>				
Stall 12 X 20	\$1,060	\$1,170	\$1,160	\$1,290
<u>Stall- @ Adobe</u>				
Stall 12 X 12	\$1,060	\$1,170	\$1,160	\$1,290
<u>Paddocks</u>				
Uncovered	\$750	\$820	\$825	\$910
Covered	\$800	\$900	\$875	\$980
Covered large	\$825	\$925	\$900	\$1,010
<u>Surcharges</u>				
Timothy Hay flake	\$40 / per month	\$40 / per month	\$40 / per month	\$40 / per month
Rain Day Shelter	\$35 /per day	\$35 /per day	\$80 per day	\$80 per day
Trailers	\$100 / per month	\$100 / per month	\$100 / per month	\$100 / per month
Daily Stall Fees	\$40 / per day	\$40 / per day	\$80 per day	\$80 per day
Extra Shavings	\$12 / per bag	\$12 / per bag	\$12 / per bag	\$12 / per bag
Ring Fee Per horse per day	\$25	\$25	\$25	\$25
Apartment - Employee Residence			\$200	\$200

Building Department

Schedule of Dues, Fees and Charges FY 2022-2023

Fees	<u>2021 - 2022</u>	<u>Proposed 2022 - 2023</u>
<u>Residential</u>		
New Applications for projects greater than 1,500 sq. ft.:	\$1,775	\$1,900
Subsequent Applications for projects greater then 1,500 sq. ft.	\$500	\$550
New Applications for projects less than 1,500 sq. ft.	\$1,225	\$1,300
Subsequent Applications for projects less than 1,500 sq. ft.	\$350	\$400
<u>Commercial</u>		
New Applications for Projects greater than 5,000 sq. ft.	\$11,000	\$12,000
Subsequent application for projects greater then 5,000 sq. ft.	\$2,700	\$2,900
New Applications for projects less than 5,000 sq. ft.	\$7,500	\$8,100
Subsequent application for projects less than 5,000 sq. ft.	\$3,000	\$3,200
<u>Miscellaneous</u>		
Grading, Retaining Walls	\$550	\$600
Solar, Entry Features, Driveways, Spa/Pool, Commercial Sign	\$350	\$375
Satellite antenna, Fencing, Outdoor lighting	\$175	\$190
Subsequent Application	1/2 Application fee	
Application for exterior remodels	\$175 /item	
Subsequent Application fo remodels	\$100/item	
Application for Horse Keeping	\$1,000	\$1,080
Increase Number of Horses	\$1,000	\$1,080
Subsequent Appliction for Horses	\$250	\$270
Application for Tennis Court/Recreation Area	\$1,000	\$1,080
Subsequent application for tennis court/recreation area	\$250	\$270
<u>Application for time extension</u>		
Preliminary Plan Review	\$100	\$110
Final Approvals	\$100	\$110
Construction Permits	\$125	\$135
Construction Permit for Residential	\$1/ sq. ft.	
Construction Permit for Commercial	\$2/ sq. ft.	
<u>Penalty Schedule</u>		
As-Built Application	Double Application Fee	
As-Built Residential Permit	Double Permit Fee	
As-Built Commercial Permit	Double Permit Fee	
<u>Initial Deposit</u>		
Residential	\$2/sq. ft.	
Commercial	\$5/sq. ft.	
As-Built	\$4/ sq. ft.	
<u>Fees Deducted from Deposit</u>		
Special Inspection Fees	\$550/inspection	
Non Conformance Fees	\$350/week	
Compliance Fees	Published Separately	
<u>Fees for New Land-Use Applications</u>		
Annexation within Covenant Boundary	\$5,500	\$5,950

Building Department

Schedule of Dues, Fees and Charges FY 2022-2023

<u>Fees</u>	<u>2021 - 2022</u>	<u>Proposed 2022 - 2023</u>
Annexation outside of Covenant Boundary	\$27,500	\$29,755
Boundary Adjustment < or equal to 1/2 Acre	\$5,500	\$5,950
Boundary Adjustment> 1/2 Acre	\$11,500	\$12,440
Subdivision First two lots	\$13,500	\$14,610
Subdivision Three lots or more	\$16,500	\$17,855
Lot Merger < or equal to two Acres	\$1,250	\$1,350
Lot Merger >two Acres	\$3,500	\$3,790
Covenant Modification	\$22,000	\$23,805
Regulatory Code Variance	\$1,750	\$1,895
<u>Fees for Existing Land-Use Applications</u>		
Revised Boundary Adjustment < or equal to 1/2 Acre		
Reviewed by The Art Jury but not the Board	\$1,500	\$1,625
Reviewed by the Board but not recorded	\$2,750	\$2,975
Revised Boundary Adjustment > 1/2 Acre		
Reviewed by The Art Jury but not the Board	\$2,750	\$2,975
Reviewed by the Board but not recorded	\$5,500	\$5,950
Revised Subdivision		
First Two Lots		
Reviewed by The Art Jury but not the Board	\$3,500	\$3,790
Reviewed by the Board but not recorded	\$6,600	\$7,140
Three Lots or More		
Reviewed by The Art Jury but not the Board	\$4,000	\$4,330
Reviewed by the Board but not recorded	\$8,250	\$8,930
Lot Merger		
< or equal to two acres		
Reviewed by The Art Jury but not the Board	\$275	\$300
Reviewed by the Board but not recorded	\$550	\$600
> two acres		
Reviewed by The Art Jury but not the Board	\$850	\$920
Reviewed by the Board but not recorded	\$1,750	\$1,895
Time Extensions for BA, Sub, Lot Merge, Cov. Mod, Variance	\$75	\$85
<u>Deposite for Land-Use Applications</u>		
Annexation within Covenant Boundary	\$2,750	\$2,975
Annexation outside of Covenant Boundary	\$13,750	\$14,875
Boundary Adjustment < or equal to 1/2 Acre	\$2,750	\$2,975
Boundary Adjustment> 1/2 Acre	\$5,500	\$5,950
Subdivision First two lots	\$6,750	\$7,300
Subdivision Three lots or more	\$8,250	\$8,925
Lot Merger < or equal to two Acres	\$550	\$600
Lot Merger >two Acres	\$1,750	\$1,895
Covenant Modification	\$11,000	\$11,900
Regulatory Code Variance	\$900	\$975



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 APPLICATIONS¹

	FEE (\$)
Application for Project Greater than 1,500 Square Feet:²	
New Application:	
• Residential	1,920
• Residential addition	
• Accessory buildings/barns	
Subsequent Application ³	540
Application for Project Less than or Equal to 1,500 Square Feet:²	
New Application:	
• Residential	1,325
• Residential addition	
• Accessory buildings/barns	
Subsequent Application ³	380

FEES FOR COMMERCIAL CONSTRUCTION PERMIT APPLICATIONS⁴

	FEE (\$)
Application for Project Greater than 5,000 Square Feet:	
New Application	11,900
Subsequent Application ³	2,920
Application for Project Less than or Equal to 5,000 Square Feet:	
New Application	8,115
Subsequent Application ³	3,245

¹ 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.

² 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).

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

⁴ 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-ALONE⁵

	FEE (\$)
Application for Exterior Items Other than Building Remodel and/or Alteration to Existing Materials: New Application: • Grading • Retaining walls	595/item
• Solar • Entry features • Driveway (excluding driveway resurfacing) • Spa/Pool – new or remodel (excluding spa/pool resurfacing) • Commercial sign	375/item
• Satellite antenna • Fencing • Outdoor lighting	190/item
Subsequent Application ³	½ new application fee
Application for Exterior Building Remodel and/or Alteration to Existing Materials: New Application: • Reroof • Window and door replacement • Driveway resurfacing • Repaint • Garage door • Exterior wall refinish • Outdoor lighting	200/item
Subsequent Application ³	125/item
Application for Horse/Large Animal Keeping Permit: New Application Subsequent Application ³ Increase in Number of Animals	1080 270 1080
Application for Tennis Court/Recreation Area: New Application Subsequent Application ³	1080 270

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

FEES FOR MISCELLANEOUS – OTHER

FEE (\$)	
Application for “As-Built” Items⁶	Double the Construction Permit Application fee
Application for Time Extension:	
Residential and Commercial – Preliminary Plan Review (Style Check) ⁷	110
Residential and Commercial – Final Plan Review ⁷	
Construction Permit ⁸	135

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.

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

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

⁷ 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.

⁸ 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.

⁹ 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 work and is required once the project is approved when applying for the Building Permit.

DEPOSIT/FEE (\$)	
Amount of Initial Deposit: ¹⁰ Residential Commercial As-Built Items	2/square foot 5/square foot 4/square foot
Fees Deducted from Deposit: Special Inspection Fees: those inspection fees other than those listed on the Construction Permit Form Non-Conformance Fees: after 30 days from delivery of stop work order to compliance with order Compliance Fees: reimbursement for all reasonably required legal or other consulting fees Fines established by the Board	550/inspection 350/week 100% reimbursement Published in separate schedule
Amount of Additional Deposit: 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	
Release of Deposit: Deposits Will Be Released to the Applicant When: - All Association inspections have been completed and approved by Association 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 - Any project deviations, amendments or changes from the Association approved plans have been processed and approved as as-built plans	

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.

FEE (\$)	
Application for Boundary Adjustment Map: Annexation (property within Covenant boundary) Annexation (property outside the Covenant boundary) Boundary Adjustment: - Less than or equal to ½ an acre - Greater than ½ an acre Subdivision: - First two lots - Three or more lots Lot Merger: - Less than or equal to two acres - Greater than two acres	5,950 29,755 5,950 12,440 14,610 17,855 1,350 3,790
Application for Covenant Modification	23,805

¹⁰ Deposits do not apply to Miscellaneous – Stand-Alone items.

Application for Regulatory Code Variance	1,895
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FEES FOR EXISTING LAND-USE APPLICATIONS

	FEE (\$)
Application for Revised Boundary Adjustment Map:	
Less than or Equal to ½ Acre:	
• Reviewed by Art Jury, but not by Board	1,625
• Reviewed by Board, but not recorded	2,975
Greater than ½ Acre:	
• Reviewed by Art Jury, but not by Board	2,975
• Reviewed by Board, but not recorded	5,950
Application for Revised Subdivision Map:	
First Two Lots:	
• Reviewed by Art Jury, but not by Board	3,790
• Reviewed by Board, but not recorded	7,140
Three or More Lots:	
• Reviewed by Art Jury, but not by Board	4,330
• Reviewed by Board, but not recorded	8,930
Application for Revised Lot Merger Map:	
Less than or Equal to Two Acres:	
• Reviewed by Art Jury, but not by Board	300
• Reviewed by Board, but not recorded	600
Greater than Two Acres:	
• Reviewed by Art Jury, but not by Board	920
• Reviewed by Board, but not recorded	1,895
Time Extensions: ¹¹	
Finalization of Boundary Adjustments or Subdivisions	
Finalization of Lot Merger	85
Finalization of Covenant Modification or Regulatory Variance ¹²	
Amendments to any Existing Land-Use Applications:	
Deletion or modification to any condition of approval(s) for any application	50% of Land-Use Application fee

¹¹ 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.

¹² 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 (\$)	
Amount of Initial Deposit:	
Annexation (property within Covenant boundary)	2,975
Annexation (property outside the Covenant boundary)	14,875
Boundary Adjustment:	
• Less than or equal to ½ an acre	2,975
• Greater than ½ an acre	5,950
Subdivision:	
• First two lots	7,300
• Three or more lots	8,925
Lot Merger:	
• Less than or equal to two acres	600
• Greater than two acres	1,895
Covenant Modification	11,900
Regulatory Code Variance	975
Fees Deducted from Deposit: Compliance Fees: 100% reimbursement for all reasonably required legal or other consulting fees	
Amount of Additional Deposit: Additional deposits are required to restore the deposit to its original amount when 50% of the deposit has been expended on compliance fees	
Release of Deposit: 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
Phone number: _____
E-mail: _____

Date

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

Date

Rancho Santa Fe Association

Date By:
Title:

05/05/2022