

Association of Apartment Owners of 1133 Waimanu HOUSE RULES

The following administrative rules and regulations (House Rules), approved by the Board of Directors of 1133 Waimanu Association of Apartment Owners pursuant to the authority of Article V, Section 8 of the By-Laws of the Association, are effective as of **August 1, 2016**.

These House Rules apply to all owners, residents, agents and guests of 1133 Waimanu and to all other persons who are on the premises at any time. All prior House Rules of the Association are superseded as of **August 1, 2016**.

The purpose of these House Rules is to promote the harmonious occupancy of the condominium apartments at AOA 1133 Waimanu. In addition, to protect all residents from annoyance and nuisance caused by improper use of common elements of the condominium apartments, and to protect the condominium's reputation and desirability by providing maximum peace and enjoyment of the premises.

The full authority and responsibility of enforcing these House Rules may be delegated to the Managing Agent by the Board of Directors. All occupants, tenants and their guests shall be bound by these rules and standards of reasonable conduct whether covered by these House Rules or not.

The House Rules may be amended by the Board of Directors, as provided for in the By-laws of the Association.

Compliance with these Rules are essential to condominium living, and the Association requests the cooperation of all owners, residents and guests, so that living at 1133 Waimanu will be a pleasant experience.

I. RECEIPT OF HOUSE RULES

Owners are responsible for providing their tenants and guests with copies of the current House Rules and owners are responsible for violations of the House Rules committed by their tenants and guests.

The Association requires that owners and rental agents notify the Resident Manager of new tenants, in advance of their occupancy and provide the Resident Manager with copy of the rental agreement, or a summary of the rental agreement, to include, but not limited to: lease term, names of the occupants, etc.

II. COMPLIANCE

Each apartment owner, tenants and agents (employees) of an owner, and other persons using the property shall comply strictly with the By-laws and these House Rules, as either of the same may be lawfully amended from time to time. Failure to comply with any of the same shall be grounds for an action to recover sums due, for damages or injunctive relief, or both, maintainable by the Managing Agent or the Board of Directors on behalf of the Association of Apartment Owners.

III. ADMINISTRATIVE RULES

A. Occupancy

Each apartment's occupancy is limited to not more than three persons for a one bedroom apartment and five persons for a two bedroom apartment. This maximum occupancy rule may only be amended in conformity with the By-laws and restrictions in the apartment deeds. The maximum occupancy to be consistent with the Fair Housing Act and its amendments for U.S. Housing & Urban Development, State of Hawaii and City and County of Honolulu.

B. Registration

1. All residents in the building are required to register with the Resident Manager. The Resident Manager is not required to activate security keys to anyone that is not registered. When registering, tenants and rental agents are required to provide the Resident Manager with a copy of their signed rental agreement or other written authorization to occupy the premises.

Owners are responsible for keeping such information with the Resident Manager current. Residents must register their guests who are planning to reside in the building more than three (3) nights.

2. Owners may provide the Resident Manager with a duplicate copy of their unit keys, provided Owner will hold harmless the AOA 1133 Waimanu, its Board of Directors, managing agent and staff, including, but not limited to: Resident Manager, maintenance, security, private contractors, etc.

The Association or the Resident Manager will use these keys for emergency access only.

Any delays in entering an apartment for emergency purposes can result in additional damages and liability exposure to the owner.

All expenses incurred by the Association to access a unit in the event of an emergency will be charged to the owner. The AOA 1133 Waimanu does not assume any responsibility for any damages that occur while gaining entry to the unit.

3. Owners must see the Resident Manager for the dead bolt lock guidelines before adding a lock so that a uniform appearance can be maintained.

C. Move-Ins, Move-Outs and Deliveries

1. Residents must notify the Resident Manager at least 24 hours in advance of a Move-in, Move-out or the delivery of large items, if the move or delivery requires holding an elevator for individual use. Elevators can be reserved for two-hour increments. Elevators are not available for moving and/or bulky items on Sundays and Holidays. The elevators are available on Monday through Friday, from 8:00 am to 4:00 pm, and Saturday, from 8:00 am to 12:00 pm. A \$200.00 deposit is required when the reservation is made and will be returned after the building management staff has done their final inspection for any damages to the elevators or the common areas.

2. Residents and vendors involved in Move-ins, Move-outs, or the delivery of large items are required to use the double doors in the loading/unloading area. Advance reservations must be made with the Resident Manager to unlock the doors.

3. Vehicles used for Move-ins, Move-outs, or retail deliveries may not park in the driveway or block any driveway access or exits.

D. Unoccupied Apartments

Owners/residents are encouraged to advise the Resident Manager if an apartment will be unoccupied for more than three (3) days. The water should be shut off when the unit is unoccupied, including the washer, and water heater, where applicable.

E. On Island Agent

Owners are responsible for providing the Resident Manager with the name and phone number of a local agent or emergency contact phone number.

F. Tenancy Period

The purpose of the AOA 1133 Waimanu is for residential use. A minimum tenancy period will be enforced as per the Bylaws.

G. Business Activities

City and County of Honolulu, Zoning ordinance, AOA 1133 Waimanu By-laws and these House Rules prohibit the operation of a commercial or business use in the residential apartments, with exception for; rental of the unit for residential living accommodations is permitted.

H. Solicitations

Soliciting is not permitted on the premises without prior approval of the Board of Directors or its Managing Agent.

I. Association Employees

The Association employees are responsible for performing the duties assigned to them by the Resident Manager and the Managing Agent. Employees are prohibited from performing errands or favors for residents without authorization by their supervisor. Please do not interfere with the staff while they are performing their duties.

J. Replacement Keys

Owners will be charged a fee for replacing keys including but not limited to: entrance key/fob, parking entrance key card, as determined by the Board of Directors or the Managing Agent.

K. Noise

1. Residents will not make or permit any noise, which interferes with the rights, comforts, and conveniences of other apartment residents, especially during quiet hours from 10:00 pm to 8:00 am.
2. Slamming of apartment doors are a nuisance and is prohibited. For security and fire safety reasons, doors will be kept closed at all times except for ingress or egress.

L. Conduct

Residents are responsible for their conduct and the conduct of their guest at all times, ensuring that their behavior is neither offensive to any resident of the building **nor** damaging to any portion of the common elements nor any illegal activity.

No one may utilize the corridors, elevators, lobby or parking garage for any type of recreational activity.

M. Use of Common Areas

1. Riding on skateboards, roller blades, scooters, bicycles or any other type of recreational equipment is prohibited in all common areas of the project.
2. Smoking is prohibited in the common areas of the building, hallway, lobby, parking areas, stairs, hallways, elevators and all other enclosed common areas, as well as within twenty (20) feet of the building entrances and exits per the City and County of Honolulu ordinance.

3. E-vapor, e-cigarettes, or similar devices is prohibited in the common areas of the building, hallway, lobby, parking areas, stairs, hallways, elevators and all other enclosed common areas, as well as within twenty (20) feet of the building entrances and exits.

4. Shopping carts are available for residents use in the parking garage next to the garage elevator. Shopping carts shall not be left in hallways, rolled into walls or handled in any manner that will damage the common elements. Any damage caused to the common elements will be charged back to the unit owner. Please return cart immediately after use.

N. Parcel Post

Parcel acceptance is strictly a courtesy service. Owner/residents may authorize the management office to accept their parcels. Please see the Resident Manager for the current Letter of Authorization. No parcel will be accepted without a current Letter of Authorization on file. AOA 1133 Waimanu, the Managing Agent, its representatives and staff will not be responsible for any lost, stolen or damaged parcels.

It is the courier's responsibility to notify the resident of a package left at the office.

Any unclaimed parcels left at 1133 Waimanu will be returned to sender or disposed of if unclaimed after fourteen (14) days. Resident will hold harmless the AOA 1133 Waimanu or its representatives and staff for any unclaimed parcels.

IV. APARTMENTS

A. Maintenance

1. Each apartment owner shall keep their apartment maintained and in good condition.
2. No item shall extend through any door or window opening beyond the exterior face of the apartment.
3. No items or object shall be attached to the outside walls of the apartment or the exterior of any door, wall or lanai, without the prior written consent of the Board of Directors.

B. Repairs and Renovation

1. Residents or contractors may perform work in apartments that generates reasonable noise heard in other apartments only between 8:00 am to 4:30 pm., Monday through Saturday. No work is permitted on Sundays or Holidays.
2. Renovations need approval prior to the start of project. See the Resident Manager for the required Renovation Guidelines.

A \$500.00 deposit will be held until renovations are completed to insure no damage is done to the common areas. Damages in excess of the \$500.00 deposit, will also be billed to the owner.

3. An owner will not be allowed to alter anything, which will affect the structural and/or mechanical integrity of the common elements and affect the uniform exterior appearance of the building without prior Board approval.

4. It is the owners' responsibility to take the appropriate measures to dampen the sound to not disturb the neighbors. If there is a dispute between residents, they are to resolve their issues in mediation or arbitration of which the cost will be shared equally amongst the parties involved.

C. Air Conditioners

Owners installing a ductless split A/C system must contact the Resident Manager for the Air Condition Installation Guidelines.

D. Windows

1. Draperies or other window treatments that are visible from the exterior of the building must be white so that the exterior of the building presents a uniform appearance.

2. Window coverings must be maintained and present a clean and uniform appearance when viewed from the exterior of the building.

3. No window tinting or reflective film may be placed on any window without prior approval from the Board of Directors or its representatives. See the Resident Manager for the Board approved tinting guidelines.

4. Residents must keep window operations and hardware in proper working order.

E. Signage

1. Signs may not be posted in the common areas without prior Board approval.

2. No signs, signals, or lettering will be inscribed or exposed on any window, wall or door; nor shall anything be projected out of any window.

F. Plumbing

1. Plumbing equipment, such as toilets and garbage disposals, should only be used for the purposes for which they were designed. Diapers, rubbish, rags, paper, cooking grease or oils must be disposed in the trash and not through the plumbing system. Cost of repairs for damages resulting from such misuse will be billed to the owner of the unit responsible for such damage.

2. Owners are responsible for monitoring and maintaining all plumbing fixtures and pipes servicing only the unit to ensure that there are no leaks.
3. The Association suggests using liquid laundry detergent in the washing machine to help prevent drain blockage. Any water damage caused by the use of powdered laundry soap will be billed to the unit owner.

V. LANAIS

A. Cooking

Barbecuing is not permitted on any lanai, or in common areas, except in the designated area provided.

The barbeque area must be returned to its original condition after each use.

B. Appropriate Lanai Use

1. Only appropriate outdoor furniture and plants which height does not exceed the height of the handrail may be placed on any lanai. All plants within the apartment and lanai areas shall be placed in appropriate planters or containers, and each resident when watering plants on the lanai, shall not allow water to spill or drip onto the common elements or other areas of the building.
2. The lanai may not be used for storage of personal property (ie: ice coolers, boxes, exercise equipment, surfboards, bicycles, etc.), to hang clothing or any other item from the lanai rail. Clothes may not be hung inside the unit in a position that is visible from the exterior of the building. Storage containers are permissible, provided the height does not exceed the height of the lanai rail and must be white or beige in color.
3. No hanging plants or wind chimes. No planter boxes hanging from lanai rail.
4. For safety reasons, all personal items must be removed from the lanai during extreme weather conditions such as high winds.

C. Exterior Walls

No painting or touch up painting of lanais is permitted. No holes or penetrations may be made on the exterior walls. This includes the ceiling and lanai floor. Any action taken by a resident or owner that damages the exterior façade coating and impacts the warranty, repairs necessary to maintain the warranty will be charged back to the unit owner.

D. Drainage

When watering plants, sweeping, or mopping lanai, residents may not create a nuisance to residents in apartments below or adjacent to them, or to persons on the grounds of the premises. Water from lanai cleaning, watering of plants or the air conditioner must be contained and may not drip from the lanai.

E. Dangerous Acts

It is illegal for residents or guests to throw anything from the lanai or apartment windows. This includes, but is not limited to, the firing of air guns, B-B guns, wrist rockets, slingshots, flicking cigarettes, fireworks, etc.

F. Lanai Floor Covering Prohibited

No floor covering on lanais is permitted.

AOAO 1133 Waimanu has been advised by architect consultants that covering the lanai floor with carpets, synthetic turf/AstroTurf, tile, futura stone and similar products, without the application of an appropriate waterproof system, contribute to the major causes for concrete spalling to occur.

VI. TRASH DISPOSAL

A. Recycle Containers

Recycling is strongly encouraged. Recyclables (plastic, glass, aluminum and newspapers) should be placed in the recycle bins. These bins are to be used for recycling only, not for household trash.

B. Trash Chute Disposal

1. The trash chutes and dumpsters are to be used for household garbage only. All garbage must be wrapped and/or securely bagged before deposit in the trash chute. Do not put any wet garbage or folded cardboard containers or any other object that could interfere with the easy fall of trash into the trash chute. Garbage should be placed in the chute and not left on floor of trash room.
2. Cardboard boxes, glass bottles, and bulk items must be taken to the ground floor. Cardboard boxes should be flattened and placed in the dumpster in the car wash area. Completely close the rolling door after placing items in dumpster.
3. Do not put flammable, explosive or dangerous materials (ie. paint, paint thinners, solvents, aerosol cans) into the trash chute.
4. No construction debris may be placed in the trash chute and/or trash dumpsters. It is the owners' responsibility to remove construction debris from the property. This includes, but is not limited to, carpet, paint, appliances, drywall, cabinets, plumbing fixtures, etc.

5. Trash containers, bottles, or other items of refuse may not be kept or stored outside an apartment, including the lanai.

C. Trash Chute Hours

The use of the trash chute is limited to the following hours: 7:00 am to 10:00 pm.

D. Christmas Tree Disposal

Christmas trees must be placed in the dumpster, not in the trash chute. Large plastic bags for the disposal of the Christmas tree are provided by the Resident Manager as a courtesy to the residents.

E. Bulk Item Disposal

1. Disposal of large items such as appliances, toilets, furniture, electronics, etc., is the responsibility of the owner to remove from the property and are not to be left in the common areas of the project. Residents are responsible for scheduling pick-up or donation of large items.

2. All debris from renovation or construction projects in apartments must be removed from the property by the contractor or apartment owner.

VII. SECURITY

A. Enterphone System

The enterphone system on the main door of the lobby is for the authorized access to the property.

Please do not tailgate or allow others to tailgate behind you. Each person entering the door must have a functioning entry fob, or be buzzed through by the enterphone system. The security personnel are instructed to stop anyone from entering who does not have a functioning fob or who is not authorized access by a resident.

B. Security Keys

Lobby access fobs and garage access cards are only available to owners and/or authorized agents. There is a non-refundable fee for additional or replacement cards.

C. Unknown Persons

1. Residents are urged not to allow unknown persons through the security door. If you are concerned about any person in the elevator, the garage or any common area, please notify the Resident Manager or Security immediately.

2. If you have a health, safety or illegal activity concern, call 911.

VIII. PARKING

A. Parking Garage

1. All cars parked in the garage must be in operating condition, with current vehicle license, safety stickers and insurance as required by law and registered with the Resident Manager.
2. No personal items are permitted in parking spaces, other than motor vehicles, motorcycles and bicycles.
3. Parking stalls are unassigned and are designated compact and regular stalls. Residents are encouraged to park in an appropriate size stall. Automobiles must be centered in parking spaces to prevent crowding adjacent stall or blocking passages. Vehicles must not protrude beyond the parameters of the parking stall.
4. Resident's parking sticker should be visible and displayed in the windshield. Vehicles not registered with the Resident Manager will be towed at the vehicle owner's expense.
5. Speed within the parking structure should not exceed 5 miles per hour.
6. Headlights must be turned on when operating a motor vehicle in the parking structure.
7. Residents may wash vehicles only in the designated car wash area in the designated location near Waimanu Street. The clipboard for sign up and the key for the hose bib are in the Resident Manager's office.
8. Polishing of motor vehicles shall be permitted only when vehicles are properly parked within a stall in the Parking Structure. Resident should only use one stall and insure the adjacent stalls are available for parking.
9. No repairs or maintenance to vehicles are permitted on the premises, other than minor emergency repairs.
10. Painting of cars within the parking garage is not permitted.
11. There is an annual registration fee for bicycles, mopeds and motorcycles. Registration sticker must be visible at all times. Bicycles, mopeds and motorcycles that are not registered and/or operable will be removed at owner's expense. See Resident Manager for the registration form.
12. ADA (Americans with Disabilities Act) parking stalls shall be reserved for the exclusive use for those with a disability; owners and tenant occupants. The resident will

be permitted to use the handicap stall upon presentation of a current State or government issued handicapped placard. ADA parking is on a first-come, first-serve basis. The handicap placard must be displayed.

13. All vehicles shall be operated within the Project in a reasonable quiet manner. All motor vehicles (including motorcycles and mopeds) must be equipped with quiet mufflers. Racing or gunning of motors is prohibited.

14. The use of each parking stall or stalls appurtenant to each residential apartment as limited common elements (except for those parking stalls appurtenant to Apartment 104 as limited common elements) shall be governed by the rules set forth herein. Such use of the parking stalls is instituted for the convenience of individual apartment owners (except for the owner of Apartment 104 who shall not participate in the system established in this paragraph IV.H) and the Association of Apartment Owners as a whole. The use of the parking stalls in the Parking Pool (as hereinafter defined) shall be in accordance with the following rules:

1. All parking stalls appurtenant to all apartments (except for those appurtenant to Apartment 104) shall be placed in and used as a part of a parking pool system (the "Parking Pool") which shall be operated by the Association. There shall be no less than one parking stall for every residential apartment participating in the Parking Pool.
2. An access card to the Parking Pool stalls shall be issued by the Association to each residential apartment owner who shall be a member of the Parking Pool. The Board and/or Managing Agent shall adopt procedures governing the issuance and use of such access cards including, without limitation, charges for the issuance or reissuance of such cards.
3. Parking in the Parking Pool area shall be on an unassigned basis. Parking Pool participants shall be allowed to park in any parking stall that is part of the Parking Pool, regardless of the actual ownership of the parking stall.
4. The Association, through the Board and the Managing Agent, reserves the right to require that motor vehicles that are parked in the Parking Pool and used infrequently be moved to other stalls in the Parking Pool area.
5. Compact motor vehicles and motorcycles may only be parked in stalls designated as compact stalls. Larger vehicles may only be parked in regular stalls. The Board, in its sole discretion, shall determine what constitutes a compact motor vehicle. Violation of the section IV.H.5 shall result in a one dollar (\$1.00) per day fine.

6. All motor vehicle owners in the Parking Pool who will not use or move their motor vehicles for a period of one week or more must have the permission of the Board or the Managing Agent to do so. The Board or the Managing Agent may elect, at its sole discretion, to have the vehicle moved to, including but not limited to towed to another stall in the Parking Pool area, when deemed necessary, such as for routine or emergency maintenance or repairs in the Parking Pool area.
7. Subject to these House Rules, the Bylaws of the Association and the Declaration, and the prior written consent of the Board, an apartment owner, or such owner's designated agent, may assign such owner's right to use a parking stall in the Parking Pool, on the condition that the person or persons assigned such right shall abide by these House Rules, and the owner or designated agent as applicable shall assume the responsibility for the user's conduct. An apartment owner or such owner's designated agent must notify the Managing Agent of the identity of the assignee together with such assignee's vehicle description, and length of anticipated use and such other information as the Managing Agent shall reasonably request.
8. In the event that the Parking Pool system is discontinued, as provided in the Declaration, each owner will thereafter take possession of the individual parking stall assigned and conveyed with such owner's residential apartment. Said stall shall be used as a limited common element appurtenant to the designated residential apartment, reserved for its exclusive use in a manner not consistent with these house rules, the Bylaws of the Association, the Declaration, or any other rules established by the Association of Apartment Owners from time to time.

B. Guest Parking

1. Vehicles belonging to guest and visitors must be parked only in spaces designated Guest Parking. All vehicles parked in guest parking must be registered in the Lobby. Registration includes the guest's name, vehicle license numbers, the apartment being visited and a phone number. If a vehicle is not registered, it will be assumed to be unauthorized, and the Resident Manager or its assigns, such as Security will have the unregistered vehicles removed from the premises at the owner's expense
2. Guest parking is limited to four (4) hours. Only vehicles with an overnight pass will be allowed to park between 1:00 am and 6:00 am. Vehicle in violation will be towed at the vehicle owner's expense. Residents are not permitted to park in guest stalls.

3. If overnight guest parking is available, then the resident will have to obtain the permit for their guest, in advance, during business hours, from the Resident Manager or its representative. A resident may request an overnight guest parking permit not more than twice in a week (Monday-Sunday).

4. Guest parking privileges may be refused to anyone abusing this privilege. If guest parking privileges are refused, the Board of Directors, Managing Agent, or Building Manager will advise the apartment owner and resident in writing. Any further unauthorized parking will result in towing at the vehicle owner's expense or the apartment owner's expense.

C. Turn Around Area

The turn around area at the entrance of the building is for active loading and unloading only. Unattended vehicles are subject to fine and tow at the vehicle owner's expense.

IX. RECREATION AREA

1. The recreation room and backyard area are available for use to owners, residents, members of their families and registered houseguest.

2. The recreation room can be reserved by residents, a refundable deposit is required and a rental fee, for its use. The prevailing rates will be charged. The deposit will be returned to the resident after the unit has passed its final inspection.

The reservation allows the resident the use of two (2 only) guest parking stalls. See the Resident Manager or Security to make your reservation.

3. The backyard area is available, from 7:00 am to 7:00 pm daily, unless prior reservations are made with the Resident Manager. Those with reservations have use of the backyard and recreation room until 10:00 pm.

4. Children under the age of 12 years must be accompanied by a responsible adult person 18 years or older.

5. No noxious or offensive activity, noise or behavior shall be carried on or made in the common elements.

6. No illegal activity will be permitted.

7. No smoking or e-vapor or e-cigarettes or similar devices will be permitted within 20 feet of the building, including the parking garage.

8. All persons who use the area are responsible for any and all loss, liability, and/or damage associated with the use; and must return the area in its original condition, clean and in good order.

X. SERVICE & ASSISTANCE ANIMALS.

1. No dogs, cats or other household pets, with the exception of aquarium fish, no animals of any kind, including, but not limited to, those described as pets under Section 150A-2 of Hawaii Revised Statutes, as amended, or animals prohibited from importation under Section 141-2 or Section 150A-6 of the Hawaii Revised Statutes, as amended, shall be allowed or kept in any apartment or any parts of the Project. This rule shall not apply to those animals specially trained to assist persons who are handicapped or have a disability, as defined by federal, state or local law that has been documented by a physician.
2. No resident may maintain any aquarium or other container that contains or can hold more than 30 gallons of water.
3. See Resident Manager for Service and Assistance Animal Guidelines.

XI. Violations and Enforcement of these Rules

All corrective actions regarding violations of these Rules and Regulations and damages to common elements or any other areas of the Project (including limited common elements appurtenant to each apartment) will be enforced by the Board, and all violations should be reported to the Board or Managing Agent.

Damage to common elements or any other areas of the Project (including limited common elements appurtenant to each apartment) shall be surveyed by the Board or the Managing Agent at the direction of the Board, and the cost of repair, restoration or replacement thereof and any legal fees incurred thereby may be assessed by the Board against the person or persons responsible, including, but not limited to any apartment owner for damages caused directly or indirectly by such owner's occupants.

THE VIOLATION OF ANY HOUSE RULES ADOPTED BY THE ASSOCIATION OF APARTMENT OWNERS GIVES THE BOARD OF DIRECTORS OR ITS **MANAGING** AGENT THE RIGHT TO:

Enter the apartment in which, or as to which, a violation or breach **which may impair or in any way affect the value or safety of the project or the use, enjoyment, safety or health of any apartment owner**, exists and to summarily abate and remove, at the expense of the defaulting apartment owner, any structure, thing or condition that may exist herein contrary to the intent and meaning of the provisions hereof and the Board of Directors or the Managing Agent shall not thereby be deemed guilty in any manner of trespass or to enjoin, abate, or remedy by appropriate legal proceedings either at law or in equity, the continuance of any such breach, and all costs thereof, including attorney's fees, shall be borne by the defaulting apartment owner.

XII. AMOUNT OF FINES

Except as otherwise provided below and in the House Rules, citations and fines shall be issued and imposed as follows:

- First offense – a written citation given or sent to the apartment owner, agent and violator.
- Second offense – a written citation given or sent to the apartment owner, agent and violator and a \$50.00 fine assessed against the owner.
- Third offense – a written citation given or sent to the apartment owner, agent and violator and a \$100.00 fine assessed against the owner.
- Fourth and subsequent offenses – a written citation given or sent to the apartment owner and a \$200.00 fine may be assessed against the owner for each offense.

Note: A violation which has not been corrected within ten days of a citation will be considered another violation and subject to another citation and fine.

Second, third, fourth, and subsequent offenses need not be for a violation of the same provision before a fine is imposed.

After twelve (12) months, a citation will be removed from an owner's record and will not be used in calculation of subsequent violations.

The Managing Agent and his staff, or any duly authorized agent of the Association such as the Resident Manager or Property Manager, as the agent for the Board of Directors, are authorized to issue citations and levy fines.

XIII. CITATIONS

Each citation issued shall briefly describe the nature of the violation; date of the violation; apartment number; and name of parties involved, if known. The original citation shall be sent to the apartment owner (who shall be responsible for payment of any applicable fine, as outlined below). If the owner of the apartment is not an occupant, then copies of citations also will be sent to the owner and/or owner's agent and violator (provided, this shall not be deemed a waiver of the owner's responsibility for payment of any applicable fine).

An apartment owner, for his self or for the violator, if the violator is not the owner, may appeal a notice of violation or fine as stated in Section XVI below.

XIV. PAYMENT OF FINES AND LIABILITY

Apartment owners shall be liable for their own fines and fine assessed against their tenants, guests, family members, agents, employees, contractors, etc. A fine must be paid to the Association within thirty (30) days of the assessment of the fine. The fine shall be deemed a common expense chargeable against the owner's apartment. The Association may file a lien against the owner's apartment for the unpaid fine and may collect the unpaid fines under the procedures provided in the Bylaws for collection of delinquent assessments.

XV. APPEAL PROCESS

- Within thirty (30) days from the date of the notice of violation or fine an owner, tenant, or other offender may appeal to the Board by mail, email, facsimile/fax or hand deliver written notice of his appeal and the reasons therefore to the Resident Manager's office. Such written notice shall constitute Notice of Appeal. The date of the letter, email, fax, or the date of hand delivery to the Association Manager shall constitute the date of the appeal.
- The owner, tenant, or other offender may ask to appear at the next Board meeting to provide additional information or the Board may ask the person to appear. The petitioner will be notified of the date and time that the appeal will be heard.

In the event of a violation of the House Rules that poses a threat to persons or property, as determined by the Board, the House Rules Violation Procedures and Appeal Procedures set forth herein above, may be suspended and the Board may take immediate action to remedy the situation and/or have the matter referred directly to legal counsel for appropriate action

NOTHING CONTAINED IN THIS RESOLUTION SHALL BE INTERPRETED TO PREVENT OR DELAY THE BOARD, OR THE MANAGING AGENT, AND/OR THE ASSOCIATION MANAGER FROM ENJOINING, ABATING, REMOVING OR REMEDYING ANY VIOLATION OR BREACH WHICH MAY IMPAIR OR IN ANY WAY AFFECT THE VALUE OR SAFETY OF THE PROJECT OR THE USE, ENJOYMENT, SAFETY OR HEALTH OF ANY APARTMENT OWNER.