

# **CROWNE AT WAILUNA**

## **HOUSE RULES and REGULATIONS**

**September 1, 2017**

**RULES AND REGULATIONS OF THE CROWNE AT WAILUNA**

**TABLE OF CONTENTS**

	<u>Page No.</u>
1. Use of the Project and Common Areas .....	1
2. Conduct of Tenants, Guests and Other Persons .....	1
3. Disturbances .....	2
4. Quiet Hours .....	2
5. Notices .....	2
6. Rental of Units .....	2
7. Maintenance of Units and Private Yards .....	3
8. Design Committee .....	3
9. Approval of Structural Design .....	4
10. Approval of Landscaping .....	4
11. Design Control .....	4
12. Design Committee Consents .....	4
13. Preservation of Drainage Patterns .....	5
14. Walls and Fences .....	5
15. Lanai Structures, Sun Shades and Gazebos, Etc .....	6
16. Maintenance/Inspection .....	6
17. Insurance Rates .....	6
18. Vehicles/Boats/Tents .....	6
19. Parking .....	7

20. Pets and Assistance Animals .....	7
21. Wild Animals, Feral Cats and Free-Ranging Dogs .....	8
22. Signs .....	8
23. Security Gate .....	9
24. Air Conditioners, Etc .....	9
25. Clothes Drying .....	9
26. Fires .....	9
27. Smoking .....	9
28. Garages .....	9
29. Rugs, Etc .....	9
30. Solar Systems, Etc .....	9
31. Storage .....	10
32. Television Antennae, Etc .....	10
33. Window Bars or Grillwork .....	10
34. Interior Window Coverings .....	10
35. Holiday Decorations .....	10
36. Basketball Hoops .....	10
37. Trash .....	10
38. Screen Doors .....	11
39. Repainting and Reroofing .....	11
40. Drones and Other Remote Controlled Aircraft .....	11
41. Enforcement of House Rules and Regulations .....	11

42. Non-Discrimination Policy .....	13
43. Policy Against Harassment .....	14

# THE CROWNE AT WAILUNA

## RULES AND REGULATIONS

These Rules and Regulations ("Rules") supplement the obligations of the owners of units in The Crowne at Wailuna condominium project (the "Project") and all occupants, tenants and guests of owners. These Rules are subordinate to the Declaration of Condominium Property Regime of The Crowne at Wailuna (the "Declaration") and the Bylaws of the Association of Apartment Owners of The Crowne at Wailuna (the "Bylaws"). In the event of any inconsistency, the Declaration and the Bylaws, as the case may be, will prevail.

The purpose of these Rules is to help protect all unit owners and occupants of units and their guests, from annoyance and nuisance caused by improper use of the Project. The Rules also help to protect the reputation and desirability of the Project by seeking to provide for the maximum enjoyment and comfort of the unit owners and occupants of units and their guests.

The Board of Directors (the "Board") of the Association of Apartment Owners (the "Association") is responsible for enforcing these Rules but such responsibility may be delegated to a managing agent (the "Managing Agent"). All unit owners, occupants of units, and guests shall be bound by these Rules and by standards of reasonable conduct whether covered by these Rules or not. The Board shall make such other rules and regulations from time to time or amend the following Rules as it deems necessary or desirable.

1. Use of the Project and Common Elements.
  - a. Units. The units shall be occupied and used only for residential purposes, and no unit shall be used as a tenement or rooming house or in connection with the carrying on of any business, trade or profession.
  - b. Common Elements. The Common Elements shall be used only for the purposes for which they are designed and intended. No unit owner or occupant shall plant or cultivate or landscape the Common Elements or place, store or maintain within or upon any of the Common Elements any furniture, packages or objects of any kind or otherwise obstruct transit through such Common Elements.
  
2. Conduct of Tenants, Guests and Other Persons. Each unit owner shall be responsible for the conduct of all occupants of their unit, including family members, tenants, guests and other persons. A unit owner shall, upon request of the Board, immediately abate and remove, at the unit owner's expense, anybody or anything or condition that may exist which is contrary to the intent and meaning of the provisions of these Rules, and if a unit owner is unable to control the conduct of any such person or persons to conform with the intent and meaning of these Rules, such owner shall, upon request of the Board, take immediate action to remove such person or persons from the premises, without compensation for any lost rentals or profits or any other damage resulting therefrom.

3. Disturbances. Residents of the Project shall not make or permit to be made, any disturbing or excessive noises in their unit, Private Yard or in the Common Elements, nor shall they permit their guests to do such. All residents shall avoid making noises and using musical instruments, radios, televisions and amplifiers in such manner as may disturb other residents and/or their guests, or do anything or permit anything to be done that will interfere with the rights, comforts and convenience of other residents or their guests.
4. Quiet Hours. Quiet hours are between 10:00 pm and 8:00 am in Common Elements, Private Yards and units. Noisy activities are not permitted during these hours. Residents are responsible for ensuring that workers they hire for landscape maintenance and home construction/repair comply with this rule.

Note. State law permits the use of leaf blowers in or near residential areas only during the hours from 8:00 am to 6:00 pm Mondays through Saturdays, and from 9:00 am to 6:00 pm on Sundays and Holidays.

5. Notices. Complaints and requests shall be made to the Managing Agent. Residents shall give immediate notice to the Managing Agent of any damage to the Common Elements and of any accident or injury occurring on the Common Elements. Every resident shall reimburse the Association promptly on demand all expenses incurred by it in repairing or replacing any uninsured loss or damage to the Common Elements or any furniture, furnishings, or equipment thereof caused by such resident or any person under such resident.
6. Rental of Units. Units shall not be rented for transient or hotel purposes, which are defined as: (1) rental for any period less than thirty (30) days; or (2) any rental in which the occupants of the units are provided customary hotel services such as room service for food and beverages, maid service, laundry and linen or bellboy service. The units in the Project or any interest therein shall not be sold, transferred, conveyed, leased, occupied, rented or used for or in connection with any timesharing purpose or under any timesharing plan, arrangement or program, including without limitation any so-called "vacation license," "travel club membership" or "time interval ownership" arrangement. The term "timesharing" as used herein shall be deemed to include, but is not limited to, any plan, program or arrangement under which the right to use, occupy, own or possess a unit or units in the Project rotates among various persons on a periodically recurring basis according to a fixed or floating interval or period of time, whether by way of deed, lease, association or club membership, license, rental or use agreement, co-tenancy agreement, partnership or otherwise. Any lease or rental of a unit shall be in writing and shall be subject to the provisions of the Declaration, the Bylaws and Rules of the Project. Except for the foregoing, the owners of the units shall have the absolute right to lease or rent such units. Owners who lease or rent their units are responsible for the conduct of their agents and their tenants. Owners will notify the Managing Agent that their unit has been

leased or rented within five (5) days of occupancy by the tenant. Owners shall provide tenants with a current copy of these Rules, as well as a copy of the Declaration and Bylaws and any Amendments thereto.

7. Maintenance of Units and Private Yards.

- a. Owners shall, at their own expense and at all times, well and substantially repair, maintain, amend and keep their units, including and without limitation, all internal installations therein providing water, electricity, gas, telephone, sewer, sanitation, lights and all other fixtures and accessories belonging to their unit, and the interior decorated or finished surfaces of all walls, floors and ceilings and lanais and all glass (including glass windows and doors), all structural walls and components, and the exterior walls, paint, and roof and roofing materials with all necessary reparations and amendments whatsoever, in good order and condition.
- b. Each unit has a Private Yard that is a limited common element. Owners are responsible for landscaping and maintaining the Private Yard appurtenant to their unit. Private yards will be kept neat and trim, and in good condition. The curb, sidewalk and planting strip on the side of the main private street adjoins the front yards, and in some cases side yards, of many units; owners of these units are responsible for planting grass in the planting strip and properly maintaining said grass. Many units include retaining walls located within the Private Yard; unit owners are obligated to maintain the retaining wall or portion thereof that is within their appurtenant Private Yard. Many units include electric company transformer easements within the Private Yard; unit owners are obligated to maintain the retaining wall and ground area surrounding the transformer that is within their appurtenant Private Yard. Owners will also ensure that non-plant material (e.g. gravel) is confined and not “spilling” over onto sidewalks and streets.
- c. The Association has the right to correct any default of a unit owner under this section and the cost of same shall be assessed against the unit, and such owner shall reimburse the Association promptly on demand for all expenses incurred by the Association in performing any such work authorized by the Board.

8. Design Committee. The Board-appointed Design Committee must pre-approve in writing any construction of improvements within a Private Yard and the landscaping of a Private Yard. The unit owner shall be responsible to obtain all required governmental approvals. The Design Committee, in its discretion, may promulgate from time to time guidelines and standards that do not conflict with provisions of the Declaration or the Bylaws. These guidelines and standards are available from the Managing Agent. As of

the date of these Rules, the Board has promulgated guidelines on the following: (1) Landscape Design, (2) House Expansion, (3) Walls and Fencing, (4) Window and Garage Door Replacement, and (5) Gutter Installation.

9. Approval of Structural Design. No work by a unit owner on any building, fence, wall or other structure shall be commenced, erected or maintained upon the Project, nor shall any exterior addition to a unit or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials and location of the same have been submitted to and approved in writing by the Design Committee as to harmony of external design and location in relation to surrounding structures and topography.
10. Approval of Landscaping. Trees, bushes, shrubs, ground cover or plants (plant material) and/or gravel, synthetic mulch or synthetic lawn (non-plant material) will not be placed in/on the ground until a landscaping plan has been submitted to and approved in writing by the Design Committee. Said plans shall show in detail the proposed elevation types and locations of all plant and non-plant landscaping materials. Design Committee approval may be withheld if in the opinion of the Design Committee the proposed landscaping is not in harmony with the surrounding and adjoining land areas of the Project. In addition, the Design Committee shall have the right to require any owner to remove, trim, top, or prune any tree or shrub, which in the reasonable belief of the Design Committee impedes or detracts or adversely affects the harmony of the Project.

Note. Fences, walls, plant material and landscaping can cause drainage problems. Reference is made to the special provisions set forth in paragraph 13 of these Rules relating to drainage and drainage patterns.

11. Design Control. If any landscaping is done or if any structure shall be altered, erected, placed or maintained within the Project (excluding any construction of improvements by Developer) which is not in accordance with the guidelines promulgated by the Design Committee, such alteration, erection and maintenance shall be deemed to have been undertaken in violation of these Rules and the Bylaws and without the approval required therein, and the Board can require that the owner remedy any violation by removal or modification. Failure to complete any approved work within a reasonable period of time shall cause such approval to be automatically withdrawn, unless, upon request, the Design Committee extends such approval in writing. After any such automatic withdrawal of approval, the structure being constructed or altered shall not then or thereafter be occupied or permitted to remain on any Private Yard for a period longer than thirty (30) days.
12. Design Committee Consents. The Design Committee, via the Board of Directors, is required to communicate its decision within sixty (60) days of receipt of a resident's request for approval. In the event the Design Committee fails to approve or disapprove a resident's request within sixty (60) days after a resident's plan and specifications have been submitted to it, approval will not be required and this section of the Rules and Regulations of The Crowne at Wailuna will be deemed to have been fully complied with.

13. Preservation of Drainage Patterns. Owners/residents shall do whatever is necessary to preserve and maintain the drainage patterns of their Private Yards. Owners/residents shall be responsible for doing the following:

- a. Keep all swales, ditches, sub drains, solid pipe clean outs and other drainageways in their Private Yards free of debris, open and in good and operating condition.
- b. Divert the water from any eave, gutter or downspout well away from the foundations of their unit and other improvements on the Private Yards and the Project.
- c. Refrain from excessive watering of landscaping near or next to any building foundation within a Private Yard or on any adjoining property.
- d. Maintain the earth in their Private Yards such that it slopes and drains away from the foundation of their unit and other improvements on the Private Yards and on the Project. This includes filling in any depressions and refraining from creating any depressions, including “planter areas,” in the earth near or next to any foundation.
- e. Maintain, by sealing and caulking, all joints and any cracks in exterior concrete work on the improvements within their Private Yards, especially joints or cracks between sidewalks or driveways and building foundations where sidewalks or driveways abut the building and joints and cracks in driveways and sidewalks.
- f. Obtain the advice of qualified design professionals prior to constructing any building or other improvements in their Private Yards.

14. Walls and Fences.

- a. Owners are permitted to construct walls and fences along the perimeter of their Private Yards in accordance with the guidelines established by the Developer and available from the Managing Agent. Owners wishing to construct any walls or fences must obtain the written approval of the Design Committee and meet the requirements of the Land Use Ordinance of the City & County of Honolulu and any other requirements necessary to secure a building permit.
- b. If there is a Developer-built retaining wall along the Private Yard boundary lines, it shall belong to the property on the higher level grade. Owners are prohibited from modifying Developer-built walls in any manner which changes the original Developer’s design, including drilling holes for drainage, adding hollow tile to increase height or length

of the original wall, or building a fence on top of the original wall. If the Board discovers that an owner has modified a Developer-built wall, the owner may be directed to immediately correct any damage caused to the Developer-built wall. The Association is not liable for the failure of a Developer-built wall caused by an owner's modifications.

15. Lanai Structures, Sun Shades, Gazebos, Etc. Lanais, sun shades, gazebos, etc., shall be designed to continue and/or complement architectural features of the unit. The exterior appearance of the addition shall be built and finished to match the color and trim of the unit. Complete plans and specifications for any such structures must be submitted to the Design Committee for approval. The owner must have written approval from the Design Committee in addition to necessary building permits from the City for the proposed structure prior to commencement of construction.
16. Maintenance/Inspection. The Board, Managing Agent and their authorized agents have the right to enter any unit and limited common element appurtenant thereto during reasonable hours as may be necessary for the operation of the Project or for the installation, inspection, repair or replacement of any Common Element or at any time for making emergency repairs therein to prevent damage to any unit or Common Element.
17. Insurance Rates. Nothing shall be allowed, done or kept in a unit or the Common Elements of the Project which would overload or impair the floors, walls or roofs thereof, create a fire hazard, or cause any increase in the ordinary premium rates or the cancellation or invalidation of any insurance thereon maintained by or for the Association.
18. Vehicles/Boats/Tents.
  - a. House trailers, mobile homes and permanent tents, or similar facilities or structures, shall not be kept, placed or maintained upon or within any Private Yard. The Board may allow tents on a temporary basis for parties, etc.
  - b. Boats, trailers or trucks of more than one ton capacity shall not be permitted to be kept, placed or maintained upon or within any Private Yard.
  - c. Vehicles, boats, trailers or trucks shall be parked only in driveways or garages, or temporarily on the street. Vehicles shall not drive on or be parked on any non-paved areas within the Project, including Private Yards.
  - d. Vehicles that are not registered and in good operating condition will not be maintained within any Private Yard so as to be visible from any neighboring property, or parked on the street.

- e. Trailers, truck campers, vehicles or boats shall not be constructed, or reconstructed or repaired upon or within any Private Yard in such a manner that such construction, reconstruction or repair is visible from neighboring properties. Nothing in this paragraph shall prevent a Resident from performing maintenance work or minor repairs on their own trailer, track camper, vehicle or boat in their garage.
- f. Vehicle repairs in the Common Elements (other than for reasons of an emergency) are prohibited. Residents are responsible for leakage of gas and oil in Common Elements. Spills and leakage will be cleaned up as soon as possible by the Resident to avoid damage to the asphalt covering. Vehicles must be maintained in operable condition or removed from the Common Elements.
- g. Vehicles may be washed in the garage or on the driveway area immediately in front of the garage. No other area may be used for vehicle washing.

19. Parking. Parking in the Project will in accordance with the City and County of Honolulu Traffic Code. Temporary street parking will be allowed only on the side of the street with a sidewalk. For purposes of this Rule, temporary is defined as a period of time less than twenty-four (24) consecutive hours. Due to the narrow roads in the Project, it is particularly important that vehicles not be parked curbside around corners of intersecting streets. Violators of parking regulations will be subject to a fine or having their cars towed away at their own expense.

20. Pets and Assistance Animals.

- a. Livestock, poultry or other animals shall not be allowed or kept in any part of the Project; except that dogs, cats and other household pets may be kept by Residents in reasonable numbers in their respective units and Private Yards. Animals shall not be kept, bred or used therein for any commercial purpose nor allowed on the Common Elements except in transit, when carried, or on a short leash. Dog barking should be temporary, justifiable, and controlled by the Resident. Uncontrolled barking for long periods of time is prohibited. Animals causing a continued nuisance or an unreasonable disturbance shall be permanently removed from the Project promptly upon notice given to the Resident by the Board or Managing Agent. Personal property damage or injury caused by an animal to any Resident, guest, employee of the Project, or to any member of the public or another animal, shall be the responsibility of the animal owner and/or Resident and not that of the Association. Animal owners will remove their animal's litter from their Private Yards and/or the Common Elements.

Litter is to be wrapped securely and disposed of in the trash. The Board has the authority to levy special assessments for damage done to Common Elements by animals and for removal of animal litter.

- b. Certified guide dogs, signal dogs, assistance animals or other animals upon which disabled or handicapped owners, occupants or guests depend for assistance shall be permitted to be kept by those owners, occupants and guests in their Units and shall be allowed to walk throughout the Common Elements while on a short leash, provided that such animals shall at all times be accompanied by their owners while present upon the Common Elements. If such a certified guide dog, signal dog, assistance animal or other animal causes a nuisance or unreasonable disturbance or poses a threat to the health or safety of any owner, occupant, guest or other animal, the owner thereof will be given an opportunity to rectify the problem by measures which fall short of ejection of the animal from the Project. Ejection will be required only if the Board of Directors reasonably determines that less drastic alternatives have been unsuccessful. If such an animal is ejected, it will nonetheless be allowed to remain at the Project for a reasonable period of time while its owner attempts to find a suitable replacement animal, provided that the problem is controlled to a sufficient degree that the continued presence of the animal during that time does not constitute an unreasonable imposition upon, or threat to the safety or health of other owners, occupants, animals or guests.

21. Wild Animals, Feral Cats and Free-Ranging Dogs. The Project is surrounded by conservation land populated by wild animals (pigs and mongoose), feral cats and free-ranging dogs. Residents must not leave food products in their Private Yards which may attract wild animals, feral cats or free-ranging dogs, nor purposely feed these animals anywhere within the Project. The Association has no duty or liability related to wild animals, feral cats and free-ranging dogs. Residents are responsible for taking affirmative steps to protect themselves from these animals.

22. Signs. No signs of any nature, including without limitation, commercial, political or similar signs that are visible from neighboring property, shall be erected or maintained upon or within the Project except:

- a. Signs installed by the Developer and/or the Association;
- b. Signs as may be required by legal proceedings;
- c. Residence identification signs of a combined total face area of one square foot or less for each Resident;

- d. Not more than one "For Sale," "Open House" and/or "For Rent" sign having a maximum face area of three square feet; such sign to refer only to the premises on which it is situated.
23. Security Gate. Owners, tenants and guests must properly use the main entrance automated security gate to ensure the security of all residents and preclude unnecessary maintenance costs. Only one vehicle at a time is permitted through the gate in both directions. Tailgating or piggy-backing other vehicles through the gate is prohibited. Owners are financially responsible for any damage to the security gate caused by themselves, their family members, tenants or their guests.
24. Air Conditioners, Etc. Air conditioning units, wiring for electrical, tv cable or telephone installations, machines or other equipment or appurtenances shall not be installed on the exterior of any unit or protrude through the walls, windows or roof thereof, without the prior written approval of the Design Committee. Installations done by the Developer are exempt from this section. See also Article VI, Section 5(e) of the Bylaws of the Association of Apartment Owners of The Crowne at Wailuna.
25. Clothes Drying. Outside clothes lines or other outside clothes drying or airing facilities are permitted only if they are not visible from neighboring Private Yards.
26. Fires. Exterior fires are not permitted within Private Yards, with the exception of a small barbecue. Residents shall not permit any condition on or within their Private Yard which creates a fire hazard.
27. Smoking. Smoking (including use of electronic smoking devices) is allowed within units, Private Yards and Common Elements with the following exceptions. Smoking is prohibited at the Recreation Center. When smoking within Private Yards, residents must remain at least 20 feet away from any doors and windows of neighboring units.
28. Garages. Garage doors must be kept closed when garages are not being occupied by persons. Garages may be used only for the parking of vehicles, boats, trailers, or truck campers and for workshops and storage. Using the garage as living space for persons is strictly prohibited.
29. Rugs, Etc. Rugs, garments or other objects shall not be hung from the windows or facades of any unit or otherwise displayed in public view. Rugs or other objects shall not be dusted or cleaned by beating or sweeping on any walkways, lanais/patios, entries or other exterior part of the project.
30. Solar Systems, Etc. Solar energy systems or any other types of objects or equipment on any unit visible from any point outside the unit shall not be erected, placed or installed without the prior written approval of the Design Committee.

31. Storage. Storage of furniture, fixtures, appliances and other goods and chattels that are not in active use is prohibited within Private Yards, including on lanais/patios.
32. Television Antennae, Etc. Except as permitted by the Federal Communications Commission's Over the Air Reception Devices (OTARD) rules, television and/or any other antennae shall not be erected, placed, or maintained on any unit or Private Yard that are visible from any point outside the unit or Private Yard without the prior written approval of the Design Committee.
33. Window Bars or Grillwork. Installation of exterior bars or grills over windows is prohibited.
34. Interior Window Coverings. Window coverings such as curtains, drapes, blinds, etc. shall be white or beige, or as otherwise approved by the Design Committee. Requests to install bronze or smoked, non-reflective window tinting will generally be favorably considered. However, samples of the tinting to be used must be submitted with the application to the Design Committee. Reflective window tinting of any kind is prohibited.
35. Holiday Decorations. Holiday decorations, including lights and yard displays, are allowed on unit exteriors and within Private Yards, with certain restrictions. Decorations must be put up no earlier than 30 days before a Holiday, and be removed no later than 30 days afterwards. Sound elements may only be used between 9:00 am and 9:00 pm.
36. Basketball Hoops. Permanent basketball hoops may be installed above a unit's garage door. If installed, a basketball hoop must be well maintained. Portable basketball hoops may be used on driveways, and should be stored in the unit's garage, side yard or back yard when not currently in use. Hoops must not be used on or block sidewalks or streets.
37. Trash. Residents must dispose of their household refuse, recyclables and yard trimmings in waste bins provided by the City and County of Honolulu. Accumulation or storage of trash is not permitted within Private Yards or Common Elements. Bulky items that will not fit in the bins (not to exceed one cubic yard) may be placed at the curbside for pickup. Bins and bulky items must not be placed at curbside until 6:00 pm the night before scheduled pickup. An immediate fine of \$250 may be imposed for each occurrence of bulky items that are left outside when no collection is scheduled. Residents are responsible for proper disposal of all items not approved for waste bin or bulky items pickup, including liquids, chemicals, construction materials, demolition debris, dirt, rock, concrete and large automobile parts.

Note: If bulky items are not picked up within four (4) days of the scheduled pick up date, residents should notify City and County of Honolulu Refuse and Recycling Services (768-3200). If bulky items are not picked up within a week of the original scheduled pickup date, then residents must remove the bulky items from the curb. Residents can either take the items to a City Convenience Center for refuse and recycling or wait for the next monthly pick up.

38. Screen Doors. Screen doors may be installed at the Resident's expense if they are of quality construction and are built and finished to match the color and the trim of the unit.
39. Repainting and Reroofing. All repainting of any exterior surfaces and reroofing must have the prior written approval of the Design Committee. Exterior wall paint must closely match one of the five original colors applied to units in the Project. Trim paint must be white.
40. Drones and other Remote Controlled Aircraft. Residents and their guests are prohibited from operating drones and other remote controlled aircraft anywhere in the Project except inside their units.
41. Enforcement of House Rules and Regulations.
  - a. Citations/fines. The Managing Agent, acting on direction of the Board, will issue citations, and if necessary, impose fines on Residents found to be in violation of the Association's House Rules and Regulations. Each citation issued shall briefly describe the nature of the violation. Copies of  
  
the citations issued to an offender who is the tenant, guest, or family member, agent, or employee of a tenant shall be sent to both the tenant and the owner of the apartment. Issuance of citations and fines will be in accordance with the following procedures:
    - i. First Violation. A written citation will be given or sent to the offender. The citation will demand compliance within a reasonable period of time (usually 30 days).
    - ii. Second Violation or Continued Violation. If a second violation of the same provision occurs or if the violation continues after the time period for compliance stated in the first citation has expired, a second written citation will be given or sent to the offender, and a \$50 fine will be imposed. If the violation is ongoing, a demand for compliance within a reasonable period of time (usually 14-30 days) will be made.
    - iii. Third Violation or Continued Violation. If a third violation of the same provision occurs or if the violation continues after the time period for compliance stated in the second citation has expired, a third written citation will be given or sent to the offender, and a \$100 fine will be imposed. If the violation is ongoing, a demand for compliance within a reasonable period of time (usually 14-30 days) will be made.

- iv. Fourth Violation or Continued Violation. If a fourth violation of the same provision occurs or if the violation continues after the time period for compliance stated in the third citation has expired, a fourth written citation will be given or sent to the offender, and a \$150 fine will be imposed. If the violation is ongoing, a demand for compliance within a reasonable period of time (usually 14-30 days) will be made.
  - v. Failure to Comply and Referral to Legal Counsel. If the citations and fines prove to be ineffective, or if the circumstances dictate immediate action, the matter will be referred to the Association's legal counsel for necessary action with all legal fees to be paid by the violator and/or unit owner pursuant to Section 514B-157, Hawaii Revised Statutes.
- b. Payment of Fines and Liability. Unless appealed, a fine must be paid to the Association within thirty (30) days of the citation and assessment of the fine.
- i. Tenants shall be liable for their own fines and for fines assessed against their guests, family members, agents, or employees. If a tenant fails to pay or appeal a fine within thirty (30) days after the fine is assessed against the tenant, the Association may assess the fine against the owner of the unit in which the tenant resides. The Association shall give the owner written notice of the assessment of the tenant's fine against the owner. The owner shall have thirty (30) days from the date of the assessment in which to pay or appeal the fine against the tenant.
  - ii. Unit owners shall be liable for their own fines and for fines assessed against their tenants, guests, family members, agents, or employees. If the owner fails to pay or appeal a fine within thirty (30) days after the fine is assessed against the owner, the fine shall be deemed a common expense chargeable against the owner's unit. The Association may file a lien against the owner's unit for the unpaid fines and may collect the unpaid fines under the procedures provided in Article V of the Association's Bylaws. If an owner fails to pay a fine when due, the owner will be required to pay interest on the delinquent amount at the rate of one (1) percent per month. The owner may also be charged a late fee of \$10.00 for any fine which is not paid within fifteen (15) days from the due date.

- c. Appeal of Citations or Fines. Any citation or fine may be appealed as provided in this subsection.
- i. Within thirty (30) days of the date of a citation or fine, an owner, tenant, or other offender may appeal to the Board by mailing or delivering written notice of appeal to the Board.
  - ii. If an appeal is made to the Board, the notice of appeal must contain a copy of the citation, a statement of the facts of the offense, the reason for appeal, the names and addresses of any witnesses, and copies of any proposed exhibits. The owner, tenant, or other offender may appear at a Board meeting to provide additional information or the Board may ask the owner, tenant, or other offender to appear.
  - iii. The Board may reduce, suspend, or cancel any citation or fine after consideration of the appeal. The Board will mail or deliver a written decision to the person making the appeal within thirty (30) days of receipt of the notice of appeal.
  - iv. Pending an appeal to the Board, an owner, tenant, or other offender need not pay a fine and no lien shall be imposed on an owner's apartment. Unless, however, the Board votes to reduce, suspend, or cancel a citation or fine, filing a notice of appeal shall not halt the accrual of any ongoing late fees or fines imposed for the offense which is the subject of the appeal.

NOTHING CONTAINED IN THIS RULE SHALL BE INTERPRETED TO PREVENT OR DELAY THE BOARD OF DIRECTORS FROM ENJOINING, ABATING, REMOVING OR REMEDYING ANY VIOLATION OR BREACH WHICH MAY IMPAIR OR IN ANY WAY AFFECT THE VALUE OR SAFETY OF THE PROPERTY OR THE USE, ENJOYMENT, SAFETY OR HEALTH OF ANY APARTMENT OWNER.

42. Non-Discrimination Policy. Pursuant to HRS Chapter 515, Title VIII of the Civil Rights Acts of 1968 as amended by the Fair Housing Amendments of 1988, and our non-discrimination policy, the Association does not discriminate on the basis of race, sex (including gender identity or expression and sexual orientation), color, religion, marital status, familial status, ancestry, disability, age or HIV (human immunodeficiency virus infection) in housing or real estate transactions. It is our policy to extend to all individuals the full and equal enjoyment of the advantages, facilities, privileges and

services consistent with HRS Chapter 515 and the Federal Fair Housing Act. When providing services and facilities or enforcing the rules at the project, the Association will not allow discrimination, except as permitted by law. In particular, the Association will not treat any person unequally:

- a. In granting or withholding any approval or consent required under the Association's rules.
- b. In enforcing requirements of the Association rules about occupancy restrictions or use of the recreational facilities which might unlawfully restrict families with children.
- c. In connection with requests of disabled occupants or visitors of the project to have guide dogs, signal dogs, or other animals required because of the occupant's or visitor's disability; except that if the animals become a nuisance to others they will not be permitted at the project and will have to be removed.
- d. In processing requests of disabled occupants to: (i) make reasonable modifications to an apartment or the common areas at their own expense; and (ii) have reasonable exemptions from requirements of the Association rules, to enable those occupants to have full use and enjoyment of the project.

The Board will suspend any requirement of the Association rules which, if enforced, could result in unlawful discrimination. If, however, a resident of the project or a visitor is requesting: an animal; modifications to an apartment or the project; or an exemption from the rules because of a disability, the Association may require written confirmation of the disability from a physician or other qualified person, including a statement from the physician or other qualified person as to the reasonable accommodation which is being requested. Please contact the Managing Agent if you have any questions.

43. Policy Against Harassment.

- a. The Association seeks to promote reasonable use and enjoyment of the Project without discrimination or harassment because of one's race, sex (including gender identity or expression), sexual orientation, color, religion, marital status, familial status, ancestry, disability, age, HIV infection, national origin, or handicapped status, or any other grounds protected under state and federal fair housing laws, regulations, and/or applicable executive orders.

- b. Any incident of discrimination or harassment should be reported to the Managing Agent or any officer of the Association. The Association will make reasonable efforts to promptly investigate any allegations of discrimination or harassment in as confidential a manner as possible and to take appropriate corrective action if warranted.
- c. A person should call the police if the person fears for his or her safety. The person may also seek a Temporary Restraining Order (“TRO”) with the appropriate court. After the TRO has been obtained, the person can call the police if the harassing conduct happens again. While the Association will take appropriate actions, it has neither the resources nor capabilities of the police and courts. Therefore, you should contact the police and seek a TRO in addition to reporting the incident to the Association.
- d. One aspect of our policy requires particular clarification: our prohibition against any form of sexual harassment. We have listed below examples of conduct that are prohibited as well as outlined procedures for addressing any complaints of sexual harassment that may arise.

Sexual harassment may include unwelcome sexual advances, requests for sexual favors, and any other verbal, visual or physical conduct of a sexual nature. Sexual harassment also may include unwelcome sexual flirtations or propositions, verbal abuse of a sexual nature, subtle pressure or requests for sexual activities, unnecessary touching of an individual, graphic or verbal commentaries about an individual’s body, sexually degrading words used to describe an individual, a display of sexually suggestive objects or pictures in the work place, sexually explicit or offensive jokes, or physical assault.

Any resident or employee who feels a target of sexual harassment, including but not limited to any of the conduct listed above, by an Association employee, vendor, or director should bring the matter to the immediate attention of the Managing Agent or an Officer of the Board. As an alternative, the resident may contact any other member of the Board of Directors. Reasonable efforts will be made to promptly investigate all allegations of harassment in as confidential a manner as possible and take appropriate corrective action if warranted.

- e. The Association expressly prohibits and does not condone any form of retaliation against any individual who has complained of harassment, cooperated with the investigation of a complaint, or acted as a witness during the investigation of a complaint.

These Rules and Regulations were adopted for The Crowne at Wailuna on July 27, 2017