

## THE HEIGHTS AT WAILUNA

### RULES AND REGULATIONS

#### INTRODUCTIONS

The following Rules and Regulations are established and designed to ensure maximum enjoyment of all members of The Heights at Wailuna and their guests, to protect all residents from inconveniences and nuisances caused by improper use of the premises, and to enhance the livability and desirability of The Heights at Wailuna.

All owners, residents and their guests shall be bound by these rules and by standards of reasonable conduct, whether covered by these rules and regulations or not. The mere acquisition, act of occupancy and/or presence in any apartment/unit and/or common area signifies that these rules and regulations are accepted and will be complied with.

These rules and regulations shall be enforced by the Managing Agent under the direction of the Board of Directors. All complaints and reports of violations should be directed immediately to the Managing Agent in writing.

Residents are responsible for ensuring that all members of their family, as well as their respective guests, comply with these rules and regulations. Owners are responsible for acquainting tenants with these rules and regulations, and for taking steps as may be necessary to assure that, all Residents & Guests conduct themselves in compliance herein.

# THE HEIGHTS AT WAILUNA

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THE HEIGHTS AT WAILUNA  
HOUSE RULES AND REGULATIONS

1.0 INTRODUCTION

The following House Rules and Regulations are established and designed to ensure maximum enjoyment of all members of THE HEIGHTS AT WAILUNA and their guests, to protect all Residents from inconveniences and nuisances caused by improper use of the premises, and to enhance the livability and desirability of THE HEIGHTS AT WAILUNA.

All Residents and their guests shall be bound by these rules and by standards of reasonable conduct, whether covered by these Rules and Regulations or not. Acquisition of, and/or act of occupancy or presence at any Residence and/or Common Areas signifies that these Rules and Regulations are to be complied with and are accepted.

These Rules and Regulations shall be enforced by the Managing Agent under the direction of the Board of Directors of the Association. All complaints and reports of violations should be directed immediately to the Managing Agent in writing.

Residents are responsible for ensuring that all members of their families, as well as their respective guests, comply with these Rules and Regulations. Owners are responsible for acquainting Tenants with these Rules and Regulations and for taking steps as may be necessary to assure that all Residents conduct, themselves as herein set forth.

SECTION 2.0

DEFINITIONS

AGENT	Any real estate broker, agent, company or individual who is empowered to act on behalf of any individual Apartment Owner.
APARTMENT	A Residence at the project known as THE HEIGHTS AT WAILUNA.
ARCHITECTURAL COMMITTEE	A Committee consisting of not less than three (3) members, appointed by the Board of Directors, (and who may be the Members of the Board of Directors). This Committee serves the Association to promulgate from time to time, standards as to landscaping, building fences, walls or other structures that do not conflict with provisions of the Declaration or the By-Laws of the Association.
ASSOCIATION	Shall mean and refer to THE HEIGHTS AT WAILUNA Association of Apartment Owners, Its successors in interest and its assigns.
ASSOCIATION OF OWNERS	All of the Owners acting as a group in accordance with THE HEIGHTS AT WAILUNA By-Laws and Declaration.

**BOARD OF  
DIRECTORS**

A duly elected Board constituted in accordance with  
THE HEIGHTS AT WAILUNA By-Laws representing  
The Association of Apartment Owners in all matters relating  
to the operation of the property which, in connection  
therewith, can from time to time modify or amend these House  
Rules and Regulations.

**COMMON AREA**

All real property owned by the Association for the common  
Use and enjoyment of the Owners, including all easements  
for parking purposes, easements for access and utilities  
purposes, and easements for drainage purposes.

**CONDO LOT**

Together with the Residence, the flat portion of ground  
Upon which the Residence sits.

**DECLARATION**

Declaration of Horizontal Property Regime.

**ENVIRONMENTAL  
PROTECTIVE  
CORRIDORS**

An area depicted by shaded area 1 on the Condominium Map  
Of certain Condo Lots as described in the By-Laws and in  
Section 4.0 of these Rules and Regulations, in which nothing  
May be built or planted above certain specified heights.  
These areas are known as the “EPC” areas.

GUEST A person or persons who are on the premises for a short  
Period of time at the invitation of a Resident.

LESSOR The Trustees of the Estate of Bernice Pauahi Bishop.

MANAGING AGENT The duly selected management firm whose responsibilities  
And that of its agents and employees are outlined in the  
By-Laws.

RESIDENCE The home, which is designed and intended solely for use and  
Occupancy as living quarters by a single family.

RESIDENT Any person, including an Owner or their family, whose  
Principal place of residence is located at THE HEIGHTS  
AT WAILUNA.

Section 3.0

GENERAL RULES

3.1 AIR CONDITIONERS, ETC.

Air conditioning units, wiring for electrical or telephone installations, machines or other equipment or appurtenances shall not be installed on the exterior of any Residence or building of the Project, or protrude through the walls, windows or roof thereof, without the written approval of the Board of Directors. All window units must be flush-mounted.

3.2 CLOTHES DRYING

Outside clothes lines or other outside clothes drying or airing facilities shall be permitted only when they are not visible from neighboring Condo lot (s) and/or streets.

3.3 DISTURBANCES

Residents shall not make or permit to be made, any disturbing and/or excessive noises in their Residence or in the Common Areas, 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.

3.4 FIRES, BURNING

No Resident shall permit any exterior fires whatsoever within their Condo lot, except small barbecue and imu fires, and shall not permit any condition on or within their Condo lot which creates a fire hazard.

### 3.5 GARAGES

Garages will be used only for the parking of vehicles, boats, trailers, or truck campers and for workshops and storage of lawn and garden maintenance equipment, etc.

### 3.6 MAINTENANCE INSPECTION/RIGHT OF ENTRY

The Board of Directors, Managing Agent and its authorized agents has the right to enter any Condo lot and Common Area during reasonable hours as may be necessary for the operation of the Project or for making emergency repairs required to prevent damage to any Residence or Common Area or the installation, inspection, repair or replacement of any Common Area.

### 3.7 MAINTENANCE OF APARTMENTS AND CONDO LOTS

Residents shall, at their own expense, at all times, repair, maintain, amend and keep their Residences and Condo lots (except for that portion of the front yard of their Condo lot between the fence and the private street of the project\*), including and without limitation, all internal installations therein such as water, electricity, gas, telephone, sewer, sanitation, lights and all other fixtures and accessories belonging to their Residences, and all foundations, walls, floors, roofs and ceilings of their Residences, in good order and condition except as otherwise provided by law or the Declaration. Residents shall be liable for all loss or damage caused by their failure to perform any such work diligently and in the case of such failure to perform, shall reimburse to the Association promptly on demand, all expenses incurred by the Association in performing any such work authorized by the Board of Directors or the Managing Agent.

\*The front yard of each Condo lot shall be planted, cultivated and maintained exclusively by the Association.

### 3.8 MAINTENANCE OF INSURABILITY

Nothing shall be allowed, done or kept in any Residence or Common Area of the Project which would 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.

### 3.9 NOTICES

Complaints and requests shall be made to the Managing Agent. Owners, Residents and/or Guests shall give immediate notice to the Managing Agent of any damage to the Common Areas and of any accident or injury occurrence in the Common Areas. 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 Areas or any furniture, furnishment, or equipment thereof caused by such Resident or any person under such Resident.

### 3.10 PARKING

Residents and their guests shall not park their vehicles on any portion of their Condo lot visible from any adjacent property, except in a garage or on a paved driveway area; and boats, trailers, or truck campers will not be kept within or on any Condo lot except in a garage. All four wheels of vehicles parked in driveways shall be on the concrete driveway, specific exemptions to this Rule are units 1810-K, 1810-U, 1820-E, 1820-M, 1840-K, 1850-N, and 1840-T. There shall be no parking permitted on the private roads within THE HEIGHTS AT WAILUNA. Guests parking should be accommodated on the Resident's driveway and overflow vehicles should be parked on Kaahumanu Street.

Motorcycles are licensed motor vehicles and are subject to these provisions. Vehicles parked in another Resident's driveway will be towed away at the Resident's request. The Managing Agent has the authority to have vehicles parked in unauthorized areas towed away at the vehicle owner's expense.

### 3.11 PETS

Livestock, poultry, or other animals shall not be allowed or kept in any part of the property; except that dogs, cats, and other household pets may be kept by Residents in reasonable numbers in their respective Residences and Condo lots, but shall not be kept, bred or used therein for any commercial purpose nor allowed on the Common Areas except in transit, when carried, or on a leash. Dogs and other pets shall not be allowed to be contained in those areas of a Condo lot described as side yards. (see Section 4.2.,b.). Pets causing a nuisance or an unreasonable disturbance to any other Resident of THE HEIGHTS AT WAILUNA shall be permanently removed therefrom promptly upon notice given to the Resident by the Board of Directors or Managing Agent. Financial and all other responsibility for any personal property damage caused to any Resident, guest, employee of the Development, or to any member of the public, shall be that of the pet owner and/or Resident and not that of the Association. It is the responsibility of the pet owner to remove their pet's litter from their Condo lot and/or the Common Areas. Litter is to be wrapped securely and disposed of in the trash. The Board of Directors has the authority to levy special assessments for damage done to Common Areas by pets and for removal of pet litter.

### 3.12 PRESERVATION OF DRAINAGE PATTERNS

Each Resident shall do what is necessary to preserve and maintain the drainage patterns of their Condo lot and adjoining Condo lot (s).

3.13 RENTAL OF RESIDENCES

Residents (owners) who rent their Residences assume responsibility for their agents and their tenants. Residents (owners) or their agents will notify the Managing Agent within five (5) days of any change in tenancy and will ensure that new tenants receive a current copy of these THE HEIGHTS AT WAILUNA Rules and Regulations, and WAILUNA RECREATION ASSOCIATION Rules and Regulations.

3.14 RUGS, ETC.

Rugs, garments or other objects shall not be hung from the windows or facades of any building or otherwise displayed in public view. Rugs or other objects shall not be dusted or shaken from the windows or doors of any Residence or cleaned by beating or sweeping on any walkways, lanais, entries or other exterior part of the project.

3.15 SCREEN DOORS

Additional screen doors may be installed at the Resident's expense if they are of quality construction and conform with the exterior of the building.

3.16 SIGNS

No signs of any nature, except those installed by the Developer, including without limitation, commercial, political or similar signs, visible from neighboring property shall be erected or maintained upon or within any residence or Condo lot except:

- a. Such signs as may be required by legal proceeding;
- b. Residence identification signs of a combined total face area of one square foot or less for each Residence.
- c. Not more than one "For Sale" 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.

3.17 STORAGE

Visible storage of furniture, fixtures, appliances, trash containers, and other goods and chattels not in active use is not permitted.

3.18 TELEVISION ANTENNAE, ETC. – See attached antennae Policy

3.19 BULKY ITEMS

It is the Responsibility of the Resident to arrange with the City & County for bulky item or Green Waste Pick-up and to assure that items are not left on the common area over a 24-hour period.

3.20 USE OF THE PROJECT AND COMMON AREAS

- a. Residences shall be used for residential purposes only as stated in the Declaration.
- b. All Common Elements of the Project shall be used only for their respective purposes as designed.
- c. No Resident or Apartment occupant shall plant or cultivate or landscape the Common Elements or the front portion of their Condo lot, 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 or the front of their Condo lot.
- d. Owners & Residents are urged to familiarize themselves with the terms and conditions of Article VI of the By-Laws entitled “Architectural Control”, as these terms and conditions shall require the strict compliance of all Residents. (See Section 5.0 of these Rules and Regulations.)

- e. There shall be no improvements or emplacements of movable personal property in excess of two and one-half (2-1/2) feet in height above existing grade within five (5) feet of any Condo lot boundary line.
- f. Plants, trees or other landscaping, or fences, walls or other improvements, or the placing of any item of personal property of any kind shall not be permitted to exist within an Environmental Protective Corridor (EPC) area that exceeds two and one-half (2-1/2) feet in height above existing grade.
- g. Plants, hedges, trees or other landscaping shall not be permitted within the side yard or rear yard of any Condo lot that shall extend above the existing roof line of the dwelling unit as it appears in the initial Condominium Map.
- h. Construction of improvements on a Condo lot shall be limited to a footprint of 350 square feet and no improvement shall be added above the roofline of the dwelling unit.
- i. Residents shall keep their Residence and Condo lot neat, clean, and in a strictly sanitary condition and shall be required to observe and perform all laws, ordinances, rules and regulations made by governmental authority or the Association with respect to the use of the Project.

### 3.21 VEHICLES

- a. House trailers, mobile homes, permanent tents, or similar facilities or structures shall not be kept, placed or maintained upon or within any Condo lot at any time.
- 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 Condo lot.

- c. Trailers, truck campers, vehicles or boats shall not be constructed, or reconstructed or repaired upon or within any Condo lot in such a manner that such construction, reconstruction or repair is visible from neighboring properties, nor shall any vehicle not licensed and in good operating condition be maintained upon or within any Condo lot so as to be visible from any neighboring property, provided that nothing in this paragraph shall prevent a Resident from performing maintenance work or minor repairs on their own trailer, truck camper, vehicle or boat in their garage.
- d. Vehicle repairs in the Common Areas other than for reasons of emergency are prohibited. Residents are responsible for leakage of gas and oil in Common Areas. 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 be removed from the Common Area.
- e. Vehicles may be washed in the Resident's garage or on the driveway area immediately in front of the Resident's garage. No other area may be used for vehicle washing.

### 3.22 WINDOW BARS OR GRILLWORK

Request to install exterior bars or grills over windows will not be approved.

### 3.23 WINDOW TINTING

Requests to install bronze or smoked, non-reflective window tinting will generally be favorably considered, but must be approved in writing by the Board of Directors.

Samples of tinting to be used must be submitted with the application to the Board of Directors. Reflective window tinting of any kind will not be approved.

## SECTION 4.0

### CONDO LOT USE DEFINED

#### 4.1 CONDO LOT YARD AREAS AND COMMON AREA FENCES

All Condo lots have a front yard area as defined in a. below. Various specific Condo lots have a side yard area and a rear yard area as defined in b. and c. below. Other specific Condo lots also have side and rear yards that are not governed by the definitions given in b. and c. below. Residents must ascertain from perusal of the By-Laws compatible with the specific Increment within which their Condo lot exists, if their Condo lot is as described in b. and c. below or if it is not governed by the particular descriptions given therein.

- a. The front yard area of all Condo lots is that yard area of the Condo lot located between the front fence (and the garage and front of the dwelling unit) and the road that is a portion of the project.
- b. The side yard area of the above mentioned specific Condo lots is that portion of a Condo lot located between adjoining dwelling units.
- c. The rear yard area of the above mentioned specific Condo lots is that land area behind the house which is that part of the dwelling unit furthest from the garage.

#### 4.2 RESTRICTIONS ON USE OF CONDO LOTS

##### a. Front, side and rear Yard Area Restrictions

There are certain restrictions on the use of the three (3) different yard areas as follows:

(1) Front Yard Areas

The front yard shall be planted, cultivated, landscaped and maintained exclusively by the Association for the exclusive benefit of the Resident owner.

(2) Side Yard Areas

The side yard area as defined in 4.1 b., shall be planted, cultivated, landscaped and maintained by the Resident, but this area shall be a passive type of area (a no activity area) because of the proximity of the adjoining dwelling unit. This side yard is basically for use for ingress and egress and there shall be no continuing activities permitted in this area. Pets shall not be allowed to be housed and/or maintained in these side yard areas. In addition, no fences, walls or other improvements, or hedges or other dense plantings shall be permitted or allowed that would tend to cut down on or restrict the natural light and the natural circulation of air. Likewise, no additional artificial lighting of the side yard shall be permitted except for low voltage walkway lighting.

(3) Rear Yard Areas

The rear yard area as defined in 4.1, c., shall be deemed to be the active area for normal and typical activities relating to family usage of a private yard.

b. Environmental Protective Corridor (EPC) Restrictions

The following Condo lots within THE HEIGHTS AT WAILUNA have an area known as an Environmental Protective Corridor (EPC): 2-20, 22-30, 31-41, 43-48, 51-60, 82-85, 86 & 87, 96-118, 120.

Restrictions for Condo lots having an EPC area are that no plants, trees or other landscaping or fences, or walls or other improvements, or the placing of personal property of any kind shall be permitted to exist within an EPC area that exceed two and one-half (2-1/2) feet in height above existing grade.

## SECTION 5.0

### ARCHITECTURAL CONTROL

#### 5.1 ARCHITECTURAL COMMITTEE

An Architectural Committee appointed by the Board of Directors of the Association, in its discretion may promulgate from time to time standards as to landscaping, building, fences, walls or other structures that do not conflict with provisions of the Declaration or those By-Laws.

#### 5.2 ARCHITECTURAL APPROVAL

Residents shall refrain from any construction of buildings, fences, walls, or other structures on their Condo lot, nor shall Residents make any exterior addition to or change or alteration to their Residence, including patio covers, until the plans and specifications showing the nature, kind, shape, height, materials and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors.

#### 5.3 ENVIRONMENTAL PROTECTIVE CORRIDORS

As stated in Section 4.2, b., it is the desire of the Association to protect certain environmental corridors within certain Condo lots. Consequently, those certain Condo lots listed in the By-Laws and shown on the Condominium Map have shaded areas within the rear yard in which nothing may be built with a height greater than two and one-half (2-1/2) feet above existing grade and nothing may be planted which grows to a height in excess of two and one-half (2-1/2) feet above existing grade. These areas are known as the "EPC" areas.

#### 5.4 RESIDENT WAIVER BY MUTUAL CONSENT

Should two adjacent Resident owners so agree in writing, they may, with the prior written approval of the Board of Directors and with the concurrence of the Architectural Committee, construct a fence or wall between their Condo lots to a height not exceeding six (6) feet above the highest finished dwelling unit (Residence) slab. Should such a wall or fence be desired, then the Resident proposing such a wall must have their neighbor's permission attached to and made a part of the drawing which the Resident then submits to the Board of Directors for approval; and prior to granted approval of the fence in writing, the Board of Directors must assure itself that said fence will not adversely affect any EPC area in the Project.

#### 5.5 LANDSCAPING APPROVAL

The provisions of this Section 5.5 are subordinate to the provisions of Section 5.3, "Environmental Protective Corridors", set forth above.

- a. Trees, bushes, shrubs or plants, which at maturity, and without clipping or pruning would exceed the height of the dwelling house (Residence) on a Condo lot, shall not be planted or emplaced until the plans and specifications for the placement of any such trees, bushes, shrubs or plants have been submitted to the Board of Directors and in turn have been approved in writing by the Architectural Committee as to the preservation of the natural view and aesthetic beauty which each Condo lot is intended to enjoy.
- b. Plans submitted must show in detail the proposed elevations and locations of any

proposed trees, bushes, shrubs or plants, including their location and elevation in relation to all other Condo lots subject to these restriction.

- c. Approval of plans by the Board of Directors may be withheld if in the reasonable opinion of the Architectural Committee the view of any Condo lot would be impeded by the location of any tree, bush, shrub or plant, or in any other manner. In any event, the Board shall have the right to require any Resident to remove, trim, top or prune any tree, bush, shrub, or plant, which the opinion Architectural Committee impedes or detracts from the view of any Condo lot.

#### 5.6 LANAI STRUCTURES, SUN SHADES AND GAZEBOS, ETC.

Lanais, sun shades, gazebos, etc., shall be designed to continue and/or complement architectural features of the Residence. The exterior appearance of the addition shall be built and finished to match the color and trim of the Residence. No such structure shall be built within an EPC area. Complete plans and specifications for any such structures must be submitted to the Board of Directors for the consideration of the Architectural Committee and the Resident must have written approval from the Board of Directors for the proposed structure prior to commencement of construction.

#### 5.7 REPAINTING

All repainting of any exterior surfaces must have the prior written approval of the Board of Directors. Contact the Managing Agent for “Request & Approval for Repainting” form.

## 5.8 CONSENTS

The Architectural Committee, via the Board of Directors, is required to communicate their decisions to Residents' requests for approval of their projects within a reasonable period of time. In the event the Board and Lessor fails to approve or disapprove of plans and specifications and design within sixty (60) days after a Resident's plans and specifications have been submitted to it, approval will not be required and this Section of the House Rules and Regulations of THE HEIGHTS AT WAILUNA will be deemed to have been fully complied with.

## SECTION 6.0

### PAYMENT OF MAINTENANCE FEES AND ASSESSMENTS

#### 6.1 ASSESSMENTS

All Resident owners shall pay to the Managing Agent in advance on the first day of each and every month:

- a. The monthly installments of assessments against their respective Residence from common expenses of the Project.
- b. All assessments against each Residence pertaining to a limited common element appurtenant to such Residence.
- c. All assessments against each Residence by the WAILUNA RECREATION ASSOCIATION.
- d. With respect to any lease of any Residence filed with the Board of Directors, a monthly sum determined by the Managing Agent to be sufficient to accumulate and pay when due all rent, taxes, assessments and other charges thereunder payable by the Lessee of such Residence.

#### 6.2 ASSESSMENT OF LATE CHARGES

Should all the above stated monthly charges not be received by the Managing Agent on or before the 15<sup>th</sup> day after said charges are due, the Managing Agent may assess a late payment charge of \$15.00 to the appropriate Resident owner; and if said charges,

including said late payment charge are not received within thirty (30) days after said monthly charges are due, an additional late charge in the amount of \$15.00 and interest at the rate of one per cent (1%) per month calculated from such due date may be assessed. The amount of the late charge and interest rate may be adjusted by the Board of Directors.

## SECTION 7.0

### ENFORCEMENT OF HOUSE RULES AND REGULATIONS FOR THE HEIGHTS AT WAILUNA

#### 7.1 RESPONSIBILITY FOR ENFORCEMENT

It shall be the responsibility of the Managing Agent and/or the Managing Agent's duly appointed representative to enforce these House Rules and Regulations for THE HEIGHTS AT WAILUNA.

7.2 The Heights at Wailuna Rules and Regulations will be enforced according to the following procedures.

7.3 **First Violation:** The owner/resident will be informed of the violation by a letter via the Property Manager from Board of Directors citing the specific infraction and specifying time period in which correction is to be made (usually 30 days).

7.4 **Second Violation or failure to correct a first violation:** The owner/resident will be fined \$25.00 (assessed the owner's account and demand sent).

7.5 **Failure to Correct:** If violation is not corrected 30 days after 1<sup>st</sup> fine is assessed, a fine of \$5.00 a day will be assessed the owner until the violation is corrected.

7.6 **Noncompliance:** If compliance is not noted at the end of 60 days from 1<sup>st</sup> notice of violation, the Association may seek legal remedy as provided by Hawaii Revised Statutes, Chapter 514A, the cost of which shall be assessed the owner.

7.7 **Appeals**: Appeals may be filed under the following guidelines:

- a) The owner shall appeal within 30 days of the date of the citation.
- b) The appeal shall be sent by certified mail, return receipt requested.
- c) The date of mailing as certified by the Post Office shall constitute the Date of Appeal.
- d) The notice must contain a copy of the applicable citation; a statement of the facts of the violation, including the reasons for appeal, names and addresses of witnesses, and copies of any proposed exhibits.