

**HALEAKALA GARDENS ASSOCIATION OF APARTMENT OWNERS**  
**RULES AND REGULATIONS**  
**(also known as "HOUSE RULES")**  
**UPDATED: January 1, 2018**

The purpose of these house rules is to notify all owners their tenants, occupants, guests and authorized individuals that there are enforceable requirements for living in units at Haleakala Gardens and from the improper use of the apartments units and to protect the reputation and desirability thereof by providing maximum enjoyment of the premises. The Board of Directors (BOD) of the Haleakala Gardens Association of Apartment Owners (AOAO) may amend these house rules from time to time. No rule or amendment can be in direct violation of the Bylaws of the Haleakala Gardens AOAO.

The full authority and responsibility of enforcing these house rules is vested in the BOD of the Association of Apartment Owners and as delegated by the BOD and/or the Managing Agent (MA). All owners, their tenants, occupants, guests and authorized individuals shall be bound by these rules and by standards of reasonable conduct whether covered by these rules or not; however, the BOD nor the MA shall be held responsible for noncompliance of any house rules.

The violation of any of the rules and regulations herein, or subsequently adopted, shall give the BOD and/or the MA, the right to:

- a. To initiate legal proceedings to stop, remedy or collect damages resulting from continuance of rule violations. All costs resulting from the actions of the BOD, including attorney's fees, shall be borne by the defaulting apartment owner.

These rules, regulations as well as forms and other relevant documentation may be viewed on or downloaded from the Association website: [www.haleakalagardens.com](http://www.haleakalagardens.com)

Haleakala Gardens Association has been established to perform administrative functions in the management of said property and occupants; as a purely administrative body and has only jurisdiction and authority to fine, and stipulate correction. The Association does not possess criminal or judicial authority.

These Haleakala Gardens Association Rules and Regulations ("Rules") are issued and enforceable under authority contained in the Declaration of Condominium Property Regime of Haleakala Gardens (the "Declaration") and the Bylaws of the Association of Apartment Owners of Haleakala Gardens (the "Bylaws"). In the event of any inconsistency, the Declaration and the Bylaws will prevail. These Rules apply to all units at Haleakala Gardens. The BOD of the Haleakala Gardens AOAO shall be responsible for enforcing these Rules, but such responsibility may be delegated to the MA by the BOD.

Landlords, and/or their designated rental agents, may contact JS PROPERTY MANAGEMENT, INC., at 1962B Wells Street, Wailuku, HI 96793 (telephone 808-243-8600) for additional copies of this document.

### **I Occupancy**

1. Condominium units are to be used only as an individual residence.
  - a. Use of a unit for business or any other purpose is strictly prohibited.
  - b. Working from home is allowed such as a realtor or bookkeeper.
    1. Steady visitors is prohibited.
    2. Regular deliveries is prohibited.
    3. Creating a noise or nuisance as a result of working from home is prohibited.
2. Each owner is required to register all occupants who inhabit the residence. This notification shall be completed with the designated individual or company within 5 business days of their occupancy; including any vehicle associated with occupant. Because of building emergencies, it is mandatory that all owners keep all their contact information updated as needed.

This violation for not providing this information carries a separate fine:

  - i. First Offense: \$250.00 fine.
  - ii. Second Offense: \$500.00 fine.
3. Each owner shall provide proof they have H06 insurance yearly.

This violation carries a separate fine:

  - i. First Offense: \$250.00 fine.
  - ii. Second Offense: \$500.00 fine.
4. Each unit shall be maintained in a clean and sanitary manner.
5. Water beds are allowed only in the first floor units and only with written approval from the Managing Agent prior to installation.
6. Fish tanks which exceed 50 pounds will require written approval from the Managing Agent prior to their installation.
7. No loitering or playing in and around the building common areas such as stairs, roofs, trees, shrubs.
8. No skateboards, rollerblades, bicycles, hover boards, drones, etc., may be ridden or used on property, including, sidewalks, walkways and driveways.
9. Mopeds and Motor Scooters are not to be driven or parked on sidewalks, stairs or limited common areas.
10. No climbing on property including but not limited to clubhouse, fences, trees, railings and signs.

### **II Use or Rental of a Unit**

Owners must notify the MA of anyone else staying in their unit. The following conditions will apply to all units:

1. The residential apartments shall be occupied and used only as private dwellings by the respective owners thereof, their tenants, families, domestic servants and personal guests and for no other purpose. The apartments shall not be rented for transient or hotel purposes, which are defined as rental for any period less than 30 days
  - a. Vacation rentals are not allowed.
  - b. All guests or visitors who stay in a unit without the presence of an owner must be registered with the Managing Agent within 48 hours of their occupancy.
  - c. Owners are responsible for assuring that occupants of their unit are familiar with, and will adhere to, these rules and regulations.
2. State law requires all off-island owners to have an agent on-island pursuant to Hawaii Revised Statutes §521-43. Owners must provide their on-island agent information if renting the unit to the Managing Agent within 5 days of occupancy otherwise a fine will be assessed to your account per month until the information is provided.

This violation carries a separate fine:

  - i. First Offense: \$250.00 fine.
  - ii. Second Offense: \$500.00 fine.
3. Failure to register occupants or incomplete/ not updated owners information will result in a fine.

This violation carries a separate fine:

  - i. First Offense: \$250.00 fine.
  - ii. Second Offense: \$500.00 fine.
4. If the Association has no means of accessing the unit because there is no one on-island or an owner cannot be reached to open the door, in the event of an emergency, the Association can enter the property, which may involve changing the locks at the Owners expense and if on-island agent cannot respond to situations expeditiously, causing further damage to the Association or another owner property/safety, emergency entry at the owners cost would be made.

### **III Maintenance**

1. Owners are responsible for maintaining individual insurance H06 policy for Unit. Owners must keep Association Management updated on individual policy.

This violation carries a separate fine:

  - i. First Offense: \$250.00 fine, and cost of having the Association add a H06 policy at the owners expense.
  - ii. Second Offense: \$500.00 fine, and cost of having the Association add a H06 policy at the owners expense.
2. Owners are responsible for the appropriate care, and maintenance of their individual unit.

3. This includes such items as windows, louvers, and screens, unit entrance lights. Preferred entrance light must be white and/or yellow light bulbs.
4. All elements and equipment shall be used for the purpose, it was intended for; misuse of equipment or elements is a violation. For example: Plumbing equipment such as toilets and/or garbage disposals being used for diapers, personal hygiene items, rags, rubbish, etc. Plumbing repairs caused by misuse shall be assessed to the unit owner.
5. Specifically prohibited are:
  - a. Use of Association property or equipment such as ladders, clippers, etc., because of liability to the Association.
  - b. Tampering with the firefighting equipment or alarm system.

#### **IV Building Modification**

Alterations or additions to any condominium unit is prohibited and cannot begin without prior approval. You must contact the Managing agent to receive all forms and rules and then return the completed forms to the Managing Agent for review by the Design Review Committee.

Said process is available on website or upon request from the Managing Agent.

1. Unapproved alteration or addition to a unit will result in a fine.
  - a. This violation carries a separate fine:
    - i. First Offense: \$1000.00 fine plus all costs associated with any repairs or replacement costs.
    - ii. Second Offense: \$1500.00 fine plus all costs associated with any repairs or replacement costs.
2. Unapproved removal or cutting into a load bearing wall and anything that would overload or impair the structure of the building.
  - a. This violation carries a separate fine:
    - i. First Offense: \$2500.00 fine plus all costs associated with any repairs or replacement costs.
    - ii. Second Offense: \$3000.00 fine plus all costs associated with any repairs or replacement costs.

Specifically **prohibited** are:

Alteration and/or addition to the common elements such as:

- a. Air conditioning units or other projections to an outside wall or exterior door of the building.
- b. The erection or installation of wires or any type of television, radio, or other antenna attached to the exterior of any building.
- c. Awnings, umbrellas, exterior shades attached to the common limited element or building.
- d. Alterations to building appearance or components, such as but not limited to: Window tinting, window conversions, removal /replace of flooring.
- e. Window tinting or film that is mirror-like, silver, greenish, etc.

**Allowed** are:

- a. Pull down or vertical shades.
- b. Drapes or curtains in a neutral color where visible from the outside of a unit.
- c. Window tinting as long as coloration of the tinting (actual or effective) is in the light gray to charcoal color.
- d. Air conditioning drain kits are required for all air conditioners located in louvered windows. Failure to provide a drain kit will result in a fine. The exception to this requirement is for air conditioners in which the manufacturer's specifications do not require drain lines.
- e. Central A/C if approved by the Design Review Committee. Obtain forms from the Managing Agent and submit forms to Managing Agent.
- f. Hard surface flooring if approved by the Design Review Committee. Obtain forms from the Managing Agent and submit forms to Managing Agent.

## **V Common Areas**

Yard sales must be held at the clubhouse. Contact the Managing Agent for information, rules and forms for usage of the clubhouse. Signs may be posted for the day of the sale only. Open House signs may be posted on the property during the actual time of the unit being shown for sale. No signs may interfere with access to units.

Storage for kayaks, surfboards, SUP boards, windsurfing and kite boards are available and maintained by the Association. This equipment must be stored in the designated areas; based on availability. The liability falls on the owner of the equipment. The Managing Agent can be contacted for the form and access information.

No personal items shall be kept on or within the boundaries of the common areas, except those specifically allowed in designated areas.

- a. No potted plants may be kept in the common area, including hanging plants.

- b. Storage units are not allowed in the common area.
- c. Holiday lights and decorations are not allowed in the common area.
- d. No plant or tree maybe planted in the ground in a common area.

Common area storage only:

The following will be allowed storage for BBQ's and strollers for units A & E and H & D under side stairs. Storage for BBQ's and strollers for units B & F, C & G will be under middle staircase. One (1) Barbeque and one (1) stroller will be allowed for each unit. The area under the middle staircase will only store these items; BBQ's and strollers; no other items will be stored in this area. The areas under staircases will be kept neat and orderly.

Watering of Landscape is prohibited unless it is authorized by the Managing Agent. Planting of flowers, shrubs, trees, plants etc. is prohibited.

Nothing shall be allowed, done or kept in any apartment or common element of the Complex which would overload or impair the floors, walls or roofs thereof, or cause any increase in rates, cancellation or invalidation of the ordinary insurance thereof.

All trash must be wrapped or bagged and placed in the trash bins. Do not leave trash of any kind on the trash area floor. Leaving furniture, appliances or large household items outside of the apartment or in the trash area will result in an immediate fine and charges for hauling.

This violation carries a separate fine:

- i. First Offense: \$250.00 fine and hauling fees.
- ii. Second Offense: \$500.00 fine and hauling fees.

### **VI Limited Common Areas**

The limited common area is the space adjacent to each unit entry way; approximately three feet by eight feet.

All personal items must be kept within the boundaries of the limited common areas of each unit. This area shall be maintained in a clean, orderly and uncluttered condition. A minimum of 32" wide unobstructed corridor/ passageway must always be maintained in all entrance / exit ways. Items may include:

1. Doormat
2. Footwear is allowed. Shoe trees, or shoe racks are not allowed.
3. Lanai style furniture is allowed as long as it does not obstruct the corridor/passageway of 32" or fire extinguisher and must fit below the unit windows on the limited common area.
4. A storage container may be kept on the limited common area if storage container does not obstruct any passageway, doors, windows or fire extinguisher of premises. Examples would be: small to medium bench storage; a small to medium storage bin that fits below unit windows on

the limited common area. Storage container must be of neutral color and well maintained and not to exceed W60 x H47 x D31.9 inches.

5. Plants are allowed as long as they do not obstruct the corridor/passageway of 32", or fire extinguisher, must fit below the unit windows on the limited common area and are maintained and in containers that prevent water or soil from dripping on any common elements areas.
  - a. Hanging plants are acceptable, within limitations, to not cause damage to support beam by excessive weight of plants and containers.
  - b. Upstairs plants must have suitable water catchers.
6. Decorative signs are allowed if they are attached within owner's limited common area and does not include vulgar, graphic or inappropriate language.
7. Exterior holiday decorations and lights can be installed the weekend after the Thanksgiving holiday and must be removed the first weekend after the January 1, holiday with the following requirements:
  - a. Can only be installed within each unit's limited common area.
  - b. Anything placed on staircase steps or handrails are a safety hazard and are not allowed.
  - c. Inflatables are not allowed.
  - d. Penetrating surfaces with nails or screws that would be exposed to adverse weather (particularly rain) will lead to damage to those surfaces; therefore, such acts (using nails or screws) are not allowed.
  - e. Electrical devices (e.g. lights) must be properly grounded and rated for exterior use for safety and fire prevention.

Items that are not specifically allowed are prohibited. Included but not limited to the following:

- a. Trash cans and/or wrapped or bagged trash.
- b. Cans or containers of recycled items
- c. Empty cardboard boxes and/or any other bulky items such as furniture, appliances, large household items, or other litter.
- d. Towels, clothing, or laundry.
- e. Bicycles, Mopeds, Scooters, Surfboards, SUP boards, Boogie boards, Baby Strollers, Toolboxes, Beach gear, i.e. Beach Chairs, Inflatables and Umbrellas.
- f. Tiki torches are specifically prohibited anywhere on the property.
- g. Anything glued down on the landings i.e. carpets, tile.

## **VII Noise and Nuisance**

1. All occupants have the right to quiet enjoyment. Extra care must be taken during quiet hours. Excessive noise of any kind at any time is not permitted. Sound travels readily through walls, windows, doors and down from the upstairs unit to the unit below. This includes televisions, stereos etc.
2. Quiet hours are to be maintained between 10:00 p.m. and 8:00 a.m. Please assure that your television, stereo, and loud voices are held to a minimum during these times.

3. Condominium living requires you to respect your neighbors, and we strongly encourage all of our owners, their tenants, occupants, guests and authorized individuals to do so.
4. We expect that all residents at the Association comply with the State and County laws, and refrain from any conduct that is harassing towards other residents.
5. The Association's role is to enforce the Declaration, Bylaws and Rules and Regulations of the Association and caring for the common elements of Haleakala Gardens. The Association's role is not to resolve disputes between residents.
6. Should an incident occur or you feel threatened or harassed, you are urged to contact the police department.
7. Tenants are urged to first contact their landlords and/or rental agents if there is a problem.
8. Vandalism will not be tolerated. **Vandalism shall be treated as a crime.**  
This violation carries a separate fine:
  - i. First Offense: \$250.00 fine and repair and/or restitution of damage.
  - ii. Second Offense: \$500.00 fine and repair and/or restitution of damage.

Repair and/or restitution are the responsibility of the vandal as well criminal prosecution.

### **VIII Smoking**

Smoking is allowed within the individual apartments. However, Hawaii State Law specifically prohibits smoking within a common building such as the clubhouse or within 20 feet of any entrance, exit or window of any unit. Cigarette butts and ashes shall not be disposed of on the complex grounds. All owners their tenants, occupants, guests and authorized individuals who smoke shall ensure that second hand smoke does not encroach on the health, safety and comfort of neighbors. Designated smoking areas will be identified.

### **IX BARBEQUING**

1. Outdoor cooking on the ground level shall be at least 10 feet from all buildings.
2. Barbequing and storing of BBQ's and propane tanks is prohibited on the second floor.
3. Gas BBQ's are limited to one BBQ per unit and no more than a 5 gallon tank.
4. As of this House Rules document, new or replacement BBQ's will not be permitted that exceed, 2 burners and Depth 25 inches X Width 30 inches with side tables down.
5. Gas BBQ tanks need to be turned off and disconnected when not in use and stored out of the sun.

### **X Pets**

No more than two pets are allowed in each unit. This could be two dogs, two cats, or one of each. Specific rules which apply to animals are:

Vicious animals are not allowed on the premises and property, this includes the following: Pit Bull Terriers, Staffordshire Terriers, Rottweilers, German Shepherds, Presa Canarios, Chows Chows, Doberman Pinschers, Akitas, Wolf-hybrids, Mastiffs, Cane Corsos, Great Danes, Alaskan Malamutes, Siberian Huskies. This does not apply to service animals. If this applies, please contact the Managing Agent for the forms.

1. Any animal that threatens or attacks a person or another animal is immediately suspended from residency or visitation privileges.
2. Dogs and cats must be on a leash whenever they are outside of the unit.
3. All pets are considered to be indoor residents and may not be unattended outside of their unit.
4. It is prohibited for any animal to damage any common element.
  - a. The owner or occupant of the unit where the dog or cat resides shall be assessed for the repair or replacement of the damaged area.
  - b. Trash, such as litter, paper, etc., which is associated with the animal's care must be well wrapped and disposed of appropriately.
5. Excessive Nuisance or noise associated with any pet at any time will not be tolerated. Any animal causing a nuisance or unreasonable disturbance to any other occupant of the complex could require the permanent removal of the animal upon notice given by the BOD or the MA.
6. The Apartment Owner and Occupant shall indemnify the Association and hold harmless against any loss or liability of any kind or character arising from Haleakala Gardens allowing the animal in the complex.
7. All pets must be registered with the Managing Agent.

This violation carries a separate fine:

  - iii. First Offense: \$250.00 fine and repair and/or restitution of damage.
  - iv. Second Offense: \$500.00 fine and repair and/or restitution of damage.
  - a. This must be done immediately upon occupancy by the owner of any pet.
  - b. Owners of dogs must provide the Managing Agent with proof of appropriate insurance liability for their unit including the AOA as additional insured.

This violation carries a separate fine:

1. First Offense: \$250.00 fine.
2. Second Offense: \$500.00 fine.

### **XI Parking Areas**

- a. Residents must park their vehicles within the confines of the designated parking space(s) assigned to their unit.
- b. Designated Guest Parking stalls are for the sole use of people visiting Haleakala Gardens owners/residents or conducting business for the benefit of Haleakala Gardens Association.
- c. No overnight Guest parking allowed. Violators will be towed.

- d. Homeowners and Tenants are "not authorized" to use the guest parking stalls. Violation may result in fines and the unauthorized homeowner/resident's car being towed from the guest's stall at his/her expense.
- e. Car parking spaces can only be used to store motor vehicles with current registrations and inspection stickers. No other items may be stored.
- f. All vehicles must be registered with the Managing Agent.
- g. All vehicles must be maintained in operable condition.
- h. Boats and trailers may not be stored on the property.
- i. All vehicles must be parked completely within a marked parking stall. "Completely" is defined/determined to be that no vehicle may extend in excess of two (2) feet past the end of the white painted line (This would allow a vehicle with a total length of 20-feet. Accessories attached to the front and/or rear of a vehicle will be considered and add to a vehicle's total length to decide if a vehicle is in violation of this provision).
- j. Vehicle doors that cause damages to adjacent vehicles or interferes with entry into and exit out of adjacent vehicles may be considered too wide for the parking stall it is within.
- k. Owners and/or occupants are responsible for the cleanliness of their assigned parking stall(s); which includes avoiding spills and/or cleanup of accidental spills such liquids for example but not limited to oil, automotive fluids or chemicals, that would cause damage to asphalt and parking area.
- l. No vehicle shall be left running unattended at any time. This will ensure vehicle exhaust does not enter the downstairs units and affect anyone.
- m. Vehicles may be washed only in designated car wash area.
  - a. The car wash area is for vehicles only. Dog washing OK.
  - b. The car wash is for residents only.
  - c. Time not to exceed 1.5 hours.
  - d. Use of a power washer is not allowed.
- n. With the exception of emergency flat tire repair or jump starts, mechanical repairs may not be conducted anywhere in the parking or common areas.
- o. The following are strictly prohibited in the parking areas or common areas.
  - a. Drinking alcoholic beverages.
  - b. Loitering.
  - c. Any form of recreation such as playing hockey, soccer, ball, or other games.
  - d. Use of skateboards, rollerblades or bicycles.
  - e. Parking in the red zones, in front of the dumpsters, or any other non-designated area. Parking in these areas can result in being towed at the vehicle owners expense.
  - f. Parking in any stall not specifically assigned to your unit without the owner's permission. Parking in another owners stall without permission can result in being towed at the owner's expense.
  - g. The maximum speed for operating vehicles within the complex is 10 miles per hour (MPH).

## XII Clubhouse

1. Use of the clubhouse shall be limited to homeowners, authorized tenants and their guests, or persons /organizations approved by the Managing Agent. Fees may be charged and the rates obtained from the Managing Agent.
2. The Managing Agent, may exclude from the recreation areas anyone who is causing a disturbance, hazard to himself or others, or any form of destruction of the property.
3. The individual who contracts for use of the clubhouse shall assure that all rules and regulations of the Association will be followed.
4. The use of the clubhouse shall be in accordance with the condominium rules and regulations.
5. The use of the lawn area is not included with the use of the clubhouse. This also includes the use of swimming pools, bouncers, slides and any other inflatable party items. Requests for exceptions must be submitted to and approved by the Managing Agent.

## XIII GENERAL REQUIREMENTS

1. **Owners and Occupants** of HALEAKALA GARDENS are required to be familiar with these HOUSE RULES and to comply strictly with them, as well as by standards of reasonable conduct whether or not covered by the HOUSE RULES. **No Owner or Occupant is exempt.** Refusal to comply with the HOUSE RULES may constitute a violation that may result in a FINE being levied against the UNIT OWNER — or, more seriously, a legal action to recover sums due for damages or injunctive relief, or both, maintainable by MANAGEMENT on behalf of the ASSOCIATION or, in a proper case, by an aggrieved Owner.
2. **Owners** have signified their acceptance of controlled living according to the “DECLARATION,” the “BYLAWS” and the “HOUSE RULES” upon their purchase of a UNIT, and they have implicitly agreed to comply with and abide by all the provisions of these Documents. Owners are liable for the compliance of their Guests and Tenants.
3. Only Owners may attend BOD and Membership meetings, unless invited by the BOD.
4. **Owners and their agents** are responsible for giving a copy of the HOUSE RULES to **(a) Prospective Tenants** prior to or concurrent with their taking occupancy and to **(b) Prospective Owners** prior to their purchase of a Unit.
5. Owners are liable for fines levied by the Managing Agent for violations by themselves, their Tenants, and /or their respective Guests.
6. **All payments of maintenance fees** and assessments are the responsibility of the Unit Owner and shall be paid by the Owner or such Owner’s agent.
7. Normal procedures shall apply to the collection of fines, penalties, and/or costs charged to a homeowner’s assessment account for a violation of these rules and regulations.

8. All costs incurred by the Association to mitigate or resolve a violation of these rules and regulations will be charged to the homeowner's assessment account.

**VIOLATIONS-FINES-PENALTIES**

All House Rules violations shall be communicated in writing by the Managing Agent to the Owner and Owner's agent if applicable. The owner is responsible for the conduct of the tenant, and is liable for fines imposed due to tenant's violation(s) of the House Rules.

As stated herein, the Managing Agent shall formally notify the homeowners of the infraction (a Warning), the appropriate means of addressing the issue and the consequence of not rectifying the situation.

This Warning shall be in written form and forwarded to the homeowner by certified (USPS) mail. The Warning letter will include a date or time period to resolve the violation.

Any Failure to comply with the Warning letter or the provisions of the Warning letter will result in a fine or penalty being charged to the homeowner's association assessment account.

The Managing Agent shall formally notify the homeowner(s) of the violation and the fine or penalty charged to the homeowner's assessment account. This notification shall be in written form and forwarded to the homeowner by certified (USPS) mail

This notification shall include a description of future Association intent to resolve the violation the procedure appeal fines, penalties or cost charged to the homeowners association assessment account.

**PENALTIES**

Unapproved alteration or addition to apartment	\$1000.00 - \$1500.00
Unapproved cutting into a bearing wall and anything that would overload or impair the structure of the building.	\$2500.00 - \$3000.00
Failure to register occupants	\$250.00 - \$500.00
Failure to provide proof of H06 insurance	\$250.00 - \$500.00
Failure to register guests or tenants	\$250.00 - \$500.00
Failure to register animals	\$250.00 - \$500.00
Furniture, large household items and trash in trash area or outside apartment	\$250.00 - \$500.00
Failure to provide on-island agent	\$250.00 - \$500.00

All other violations which include anything described as not permitted, not allowed and including but not limited to destruction to any common element, parking violation, washing vehicle in a non-

designated area, mechanical repairs in parking area, expired or non-registered vehicle, failing to pick up after animals and preventing employees of the AOAO to perform their job.

1. 1<sup>st</sup> Violation (same offense) – Warning, written or documented verbal
2. 2<sup>nd</sup> Violation (Same offense) - \$100.00 fine
3. 3<sup>rd</sup> Violation (same offense) – \$200.00 fine
4. 4<sup>th</sup> Violation (same offense) – \$200.00 fine monthly until corrected, plus attorney's fees and costs to the Association.
5. Any activity that requires police intervention - \$500.00 per violation.

### **APPEALS PROCESS**

All House Rule violation notices and fines may be appealed in writing to the Managing Agent or in person at the BOD meeting immediately follow issuance of fines. (Fines issued within 21 days of a BOD meeting may be appealed at the following BOD meeting also.) The BOD decision on appeals is final and the owner will be notified in writing of the appeal's outcome.

Tenants must appeal through their owner or rental agent. Written appeals must be sent to Haleakala Gardens AOAO Managing Agent.

All fines shall be treated as a special assessment against the owner of the apartment. The BOD may also go to court to see injunctive relief to stop violations of the House Rules, Bylaws and Condominium Property Regime.

### **MAHALO FOR YOUR COOPERATION**