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Fairway Terrace Association

House Rules

Revised 2022

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INTRODUCTION

The primary purpose of these Rules and Regulations is to protect all owners from the annoyance and nuisance caused by improper use of Fairway Terrace property. They provide for maximum enjoyment, comfort, and security. Since we live with a variety of people, a set of rules helps us enjoy the fullest the advantages of living in a community environment where respect and consideration is shown to all. The House Rules apply to all owner(s), resident(s), family member(s) and guests

RESPONSIBILITIES

Board of Directors: These House Rules are issued and enforced by the Board of Directors (the “Board”) of the Association of Apartment Owners of Fairway Terrace (“the Association”), acting pursuant to the Declaration of Condominium Property Regime (“the Declaration”), its amendments, and Bylaws which are recorded in Hawaii’s Bureau of Conveyances.

Owners: As Fairway Terrace Association Owners, you will be bound by these Rules and Regulations and by standards of reasonable conduct whether or not covered by the Rules and Regulations. These House Rules apply to all owners. It is the responsibility for each owner to abide by the Hawaii Revised Statutes entitled “Condominium Property Regime” (“CPR”), Fairway Terrace Association Bylaws and House Rules. Each owner is ultimately responsibility for their residents, renters, family members, employees, contractors, and invited guest staying or working within their condominium, or any other persons that may in any manner use the property or any part thereof.

Owner(s) are responsible for ensuring that the resident(s) of their condominium are provided with a copy of these House Rules and for ensuring that said resident(s), their guests and invitees comply strictly with the provisions thereof.

All violations, fines and liens will be assessed to owner(s) and copied to their assigned Rental Property Manager if applicable.

Use of Condominium:

The condominium shall be used for residential purposes only. (No manufacturing, “store front”, etc. allowed)

Number of Occupants: In accordance with Hawaii Fair Housing Laws, maximum occupancy restriction shall not discriminate against families. As a general guide, and only as a general guide, consider applying the “2+1” rule. Under the rule, a limit on the number of occupants is probably permissible if it allows two people per bedroom plus one additional occupant. In this case, that would mean that a reasonable limit is five people in the two-bedroom condominium.

Waterbeds: Waterbeds, hot tubs, saunas, or whirlpools are not permitted within the condominium.

Modification Of Units

CERTAIN UNIT MODIFICATIONS ARE PROHIBITED WITHOUT REVIEW AND APPROVAL

All modification defined in items A, B, C, D and E below, require prior written approval of the General Manager or Board of Directors and compliance with the Declaration, By-Law, and Chapter 514B Hawaii Revised Statutes.

If you are uncertain about the need for a licensed contractor, please consult the General Manager before proceeding

Before proceeding with any construction or renovation involving *structural, electrical or plumbing alterations*, as defined in the House Rules, Owners are required to contact the General Manager, fill out an application for approval by the Manager and/or the Board, and carefully read and conform with "Rules for Construction and Renovation" furnished as Appendix 1 to this House Rules document and available from the General Manager. Failure to follow these steps may result in a fine or a Stop Work Order.

If the work involves any of the changes outlined below, you must complete an application for and receive approval from the General Manager or, if he/she chooses, to refer your application, from the Board of Directors.

The AOA follows the current Hawaii County Building Code that states:

A--Structural Changes: No structural changes of any manner shall be permitted, either inside or outside an apartment, without the prior consent and written approval of the General Manager or AOA Board of Directors consistent with the provision of the governing documents and in Chapter 514B, Hawaii Revised Statutes.

B--Plumbing: “It shall be unlawful for any person to install, remove, alter, repair or replace or cause to be installed, removed, altered, repaired or replaced any plumbing, gas or drainage piping work or any fixture or water heating or treating equipment in a building or premises without first obtaining a permit to do such work from the authority having jurisdiction.”

C--Electrical Wiring

“Electrical work” means the installation, alteration, reconstruction, or repair of electrical wiring means any conduit, raceway, manhole, handhole, conductor, material, device, fitting, apparatus, appliance, fixture, or equipment constituting a part of or connected to any electrical installation, attached or fastened to any building, structure, or premises and which installation or portion thereof is designed, intended, or used to generate, transmit, transform, or utilize electrical energy within the scope and purpose of the National Electrical Code

D--Flooring Standards:

From the amendment date of these Rules, any owner who proposes to remove and replace in whole or in part the flooring of a second story unit shall first seek the written approval of the Board. Approval is conditioned on the Owner submitting evidence of underlayment and/or finish flooring that has a rating of 60 STC (Sound Transmission Class under ASTM. standards) or better. The Owner shall submit evidence from the manufacturer indicating such rating and installation shall be made in accordance with manufacturer’s recommendations

E--Licensed Contractors:

Before any of the work defined above may be performed within a unit, written consent, a licensed contractor, and a permit are required. In the event the above Policy is violated or ignored The General Manager has the authority to issue a ‘Stop Work Order’ until compliance with the applicable policy or rule is achieved. Failure to comply with a ‘Stop Work Order’ and to work on a positive resolution may result in the application of fines in accordance with the Fine Enforcement Policy.

Interior Modification--Exceptions

Owner(s) are required to provide all pertinent information relating to interior condominium modifications, including modification(s) that affects the structural integrity of the building in any way, the exception being interior painting, replacing interior doors or appliances.

Exterior Modification—Approval Required

Installation, modifications, or alterations on the exterior of the condominium require written approval by the General Manager or Board of Directors and compliance with the Declaration, By-Law, and Chapter 514B Hawaii Revised Statutes. *Examples* are:

- Alterations such as painting or staining that will change the original appearance.
- Replacement of windows and/or window frames.

Not permitted Installation of items protruding through the walls, windows or roof (wiring, antennas, air conditioning units, equipment or appurtenances)

Not permitted are canvas awnings, windbreaks, or canopies.

Leasing or Renting Condominiums:

Hawaii State Law: Hawaii Revised Statutes, Landlord Tenant Code, Section 521-43(f) states that; “Any owner or landlord who resides out of State or on another island from where the rental unit is located shall designate in the written rental agreement an agent residing on the same island where the condominium is

located to act in the owner's or landlord's behalf." It is required that all owners register their managing agent(s) with the Management Office in writing if they are leasing or renting their unit.

Notification of Leasing or Renting: The owner(s) or Rental Property Manager must register with Fairway Terrace management office in writing the names and length of the anticipated occupancy with supportive documentation (lease or rental agreement) to confirm the lessees' occupancy. In accordance with Fairway Terrace Declaration of Property Regime, all leasing and rentals shall be no less than six (6) consecutive days.

Out of State Owners In accordance with Hawaii State Law and to assist with administration and operation of Fairway Terrace Property all owner(s) shall register their on island Rental Property Manager with the management office.

Vacation Rental: In accordance with Fairway Terrace Declaration of Property Regime all vacation rentals shall be no less than six (6) consecutive days. All owners using their condominium as a vacation rental are required to register in writing with the Management Office.

Owner(s) are required to provide all pertinent information relating to the "vacation rental" in writing to the Fairway Terrace Office.

- Owner(s) state tax identification number
- Number of expected guest(s) and their name(s)
- Length of stay
- Parking requirements

Noises and Disturbances:

Noise from Units: On receipt of a complaint by a neighbor, the General Manager, or a Board Officer, will be allowed to measure decibels of noise with a sound measuring device. Maximums are 60 dBA during Daytime (from 8 a.m. to 9 p.m.) and 50 dBA. for Nighttime (from 9pm to 8 a.m.).

The AOA will utilize the State and County of Hawaii standards for emission of transient noise for the units. As used in this rule, "dBA" means "...the A-weighted sound level or unit of measurement describing the total sound level of all noises as measured with a sound level meter using the "A" weighting network." Failure to maintain noise within these parameters may result in the application of fines in accordance with the Fine Enforcement Policy in section of the House Rules and a demand by the General Manager to reduce noise accordingly.

If Owners have questions about acceptable levels of noise, they may contact the General Manager who can make measurements for that purpose

Common Noise such as talking, music and watching television is acceptable. Excessive loud noise created within resident's condominium should be avoided. It is unacceptable to disturb others. Making unreasonable amounts of noise, which includes yelling, loud television or music within your own condominium is not permitted. If necessary, close your doors and windows.

Upstairs Residents: Please step lightly. Remember your activities are amplified for the neighbors that live below you. If you install new floors, it is required that you use a sound dampening materials (see “Modification of Units).

Construction Hours: “Home improvement” activities that produce noise heard by other residents shall be limited to the hours between 8:00 am until 4:00 pm Monday thru Saturday. No construction is allowed on Sundays, Holidays, Thanksgiving, Christmas or New Year’s days.

Quiet Hours are 9:00 p.m. until 8:00 am daily.

Loud Vehicles no vehicle shall be operated on the property which creates a loud or offensive noise or emission.

Fireworks are **not** permitted on Fairway Terrace Property at any time.

Lanais

Resident(s) are responsible for the care and maintenance of their condominium lanais.

Lanais are not to be used as a general-purpose storage area. Clothing, brooms, mops, surfboards, bicycles, or storage containers of any kind should not be visible from exterior of the building.

Furniture on Lanais should be appropriate for outdoor use and in good condition. Immediately remove all outdoor furniture(s) that needs to be repaired.

Plants on Lanais Small plant(s) are to be placed in containers and/or in pots with protectors under the container to prevent water and debris from leaking. No plants are to be positioned on railings.

Towels, Garments and Rugs or other objects shall not be hung from the lanai railing. Nor shall they be dusted or shaken from the lanais. Clotheslines may be installed but must be placed below railings and out of sight.

Displaying Flags: Residents may display the United States of America flag and/or Hawaiian State flag.

Christmas decorations are welcomed and may be displayed during the month of December and the first week of January. No banners or other types of decorations or signage are permitted.

Cleaning Lanais: Extra care shall be taken while scrubbing lanais to prevent water from running down the exterior of the building or onto the lanai below.

Lanai sunscreens and screen enclosures are permitted.

Domestic Animals

Domestic Animals are required to have prior written approval from the Board of Directors, and they must be registered and have current documentation as assistance or service animals to be allowed on Fairway Terrace Association property. All animals must be registered immediately upon arrival with the Management Office.

The exception to registration is household animals which are confined within their cages or containers, such as tropical fish or small birds. This provision will not be enforceable in any manner that will constitute a violation of Chapter 515, of the Hawaii Revised Statutes (HRS) or Federal Fair Housing Act.

Number and Type: The Board of Directors reserves the right to limit the number and type of animals.

Confined to Condominium: All animal(s) must be confined within the resident's condominium and not allowed to roam the property unattended, unleashed or unharnessed.

Nuisance or Unreasonable Disturbance: Any animal(s) causing a nuisance or unreasonable disturbance to any Fairway Terrace resident(s), as determined by Management, shall be promptly removed from the Fairway Terrace property upon written notice given by the Management.

Disposal of Animal(s) Waste: Animal(s) owners are responsible for the immediate clean up and proper disposal of their animal(s) waste.

Visiting or Unregistered Animal(s) are not allowed on Fairway Terrace property, with the exception of necessary assistance, service animals, seeing-eye dogs and signal dogs.

Common Areas

Personal Property: Personal property such as potted plants, chairs, tables, toys, baby carriages, surfboards, boogie boards, diving gear or packages shall not be left unattended in the common areas. Personal property left in the common areas will be removed at the owner's expense

Smoking: The AOA has determined that smoking *within units and on lanais* poses a direct and serious health hazard to other occupants. Therefore, there is a ban of all smoking within and without the units except in those portions of the common areas specifically designated by the Board for smoking. "Smoking" includes vaping, all tobacco products and marijuana in any form

Trash: Only HOUSEHOLD trash shall be disposed of in trash bins.

Trash containing food shall be securely wrapped inside a bag before being placed in trash bins.

Large boxes must be broken down before placing in trash bins; we strongly suggest that you take large items to the nearest recycling location.

No items of any kind shall be left on or placed in the trash bin floor area.

Pool, Gym and Jacuzzi

- All resident(s) shall comply with the requests of the management with respect to matters of personal conduct in the recreational areas.
- Read and observe all signs posted. They contain important information for your protection.
- Resident(s) use of pool and Jacuzzi is at their own risk. There is no lifeguard on duty. Only resident(s) and their guests are allowed to use the pool and Jacuzzi.
- Operational hours are posted on pool entry door. The Board of Directors shall have the discretionary authority to set and change the hours of operation of the pool and Jacuzzi at any time.
- Showers shall be taken before entering the pool or Jacuzzi.
- No glass or other breakable materials are permitted in the recreational area. Cost of removal and/or repairs will be the responsibility of the owner.
- For safety purposes, children under the age of twelve (12) years must be under the supervision of an adult while at the pool and are not allowed in the Jacuzzi.
- Resident(s) having any open abrasions, wounds or communicable diseases are not allowed in the pool or Jacuzzi.
- Proper swim attire is required in the pool or Jacuzzi. (cut-offs, street clothes and footwear are not allowed)
- All babies must have SWIM DIAPERS covered with LEAK PROOF pants.
- Offensive behavior in the recreational area is strictly forbidden (for example: running, horseplay, spitting, clearing one's nose, loud music or fighting).
- Intoxicated persons are not permitted to use the recreational facilities.
- Small pool toys and floats are permitted (for example: noodles, air wings, baby floats). Oversize pool toys, bicycles, skateboard, surfboards, boogie boards, diving equipment are not permitted in the recreational area.
- The introduction or transportation of any sand, rock or other foreign matter into the pool or Jacuzzi, causing pump malfunction or other damage, will result in immediate eviction from the recreational area. All repairs will be at the offending owner's expense.
- Animal(s) are not allowed in the recreational areas.

Exercise Room

- Resident(s) use of the exercise room is at their own risk. Fairway Terrace is not responsible for injuries resulting from the use of equipment in the Exercise Room.
- No person(s) under the age of twelve (12) is allowed in the Exercise Room.
- No person(s) with wet swimwear is allowed in the Exercise Room.
- Residents are not allowed to attempt to make repairs of any Fairway Terrace property. Please report any malfunctions immediately to Management.
- Resident(s) are allowed two (2) guests at one time in the Exercise Room.

- Fitness equipment must not be removed from the Exercise Room.

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Landscape Staff

Fairway Terrace contracted employees are working at the sole direction of the Management and the Fairway Terrace Board. They are here for Fairway Terrace business only. All work request(s) from resident(s) needs to be made to Management.

No Fairway Terrace employee shall be asked by a resident or resident's guest to leave the common area.

Landscaped Areas

Only authorized maintenance staff is permitted in the landscaped areas other than lawn areas and designated pathways. Only Fairway Terrace staff is authorized to install plants in any common area. All personal plants should be kept within the resident's condominium.

No food, objects or materials should be thrown or placed in landscaped area.

Vehicles and Parking

The parking areas throughout Fairway Terrace are not to be used for recreational purposes. Children are not allowed to play in the parking area.

Deeded Parking Stalls: There is one numbered, "deeded", parking stall per condominium. Residents are not to park in "deeded" stalls other than their own. Each condominium is allowed no more than two (2) passenger motor vehicles on the property. All parking stalls are for the use of operational passenger motor vehicles only. Vehicles such as motorcycles and motor scooters shall be parked only in parking stalls and not in other common areas, unless designated for parking.

Open Stalls: Parking stalls marked "Open" are available for use on a first-come, first-serve basis for resident(s) only. No vehicles shall occupy an open stall for more than five (5) consecutive days without prior notification to the Management Office of illness or off island vacation. **NO GUEST PARKING** on Fairway Terrace property.

Method of Parking: No vehicle shall be parked in the walkway or areas not specifically designed for parking. No vehicles shall block driveways or other vehicles while left unattended on property.

Parking Stall Cleanliness: No resident(s) shall allow oil spills, leaks, or foreign substances to accumulate in their parking stalls. The resident(s) shall be required to correct the oil spill, leak, or foreign substance immediately, and to maintain their parking stall in a clean condition. Drip pans, cardboard, carpet pieces or similar items shall not be used in any parking stall. If necessary, park your vehicle on the street.

Workmen and Deliveries: Workmen performing work on a condominium or people making deliveries must use open stalls, or the stall belonging to the unit they are working on. If no open stalls are available, vehicles must be parked off property.

Violations: Violators of parking regulations will have their cars cited by management or towed at the owner's expense. Additionally, owners can be fined for parking violations in accordance with Fairway Terrace Association Fines and Citations policy

Vehicle Registration: Residents must show proof of vehicle ownership such as current safety inspection and motor vehicle registration.

Each vehicle will be issued a parking permit that must be displayed as instructed by the Fairway Terrace office.

Vehicles which are parked on property must be in operating condition and have current registration and safety stickers displayed.

Residents of vehicles in violation will be given notice to remove the vehicle from the property. If the vehicle is not removed within the stated time, the registered owner will be fined, or the vehicle will be towed at the owner's expense.

Vehicle Repairs: Repair of any vehicle is not allowed on Fairway Terrace Association property. This includes boats, motorcycles, and other equipment.

Vehicle Storage: No trailers, boats or abandoned vehicles will be parked or stored on property.

Vehicle Damage: Damage to vehicles and Fairway Terrace Association property is the responsibility of the owners.

Car Wash: Is permitted only in designated areas, with a current Fairway Terrace parking sticker. Resident(s) washing, cleaning or polishing vehicles on the premises shall clean the area thoroughly when finished.

General Rules and Regulations

Each resident shall observe and comply with these Rules and Regulations as well as ensuring their family members and guests comply with the same. In the event expenses are incurred due to violations of the Rules and Regulations by any person or persons for whom a resident is responsible, the owner shall pay for such expenses including reasonable attorney's fees

Emergency Services

If the immediate service of the County of Hawaii Police Department, the Fire Department, Ambulance, or a doctor is required, the agency or person should be called directly. Telephone numbers for such services are available from the telephone company or online. Any emergency concerning common areas or house rules violations, particularly such emergencies as flooding and fire, should be brought to the immediate attention of Management.

Violation of these Rules

Reporting Violations and Damages: All violations of the Rules and Regulations and damages to common property or common areas should be reported promptly to Management. All corrective action will be enforced by Management.

Damages caused directly or indirectly by owner(s), their resident(s), family member(s) or guest(s) to building, common property or common areas shall be investigated by the Board. All costs of repair or replacement, and any legal fees incurred, may be assessed by the Board against the owner responsible.
Enforcement

Violations of these or any future House Rules will be addressed with a written notice issued by the Management and the notice will be filed against the owner. Continued or repeated infractions will be addressed in writing and the owner will be subject to fine(s) in accordance with Fairway Terrace Association Fines and Citations policy.

Owners may be subject to legal action for continuing violations of these House Rules. All costs, including legal, incurred for violations by owner(s), their resident(s), family member(s) or guest(s) while enforcing these House Rules will be charged back to the owner

Right of entry Residents who violate these, or any future House Rules adopted by the Board of Directors may be subject to having their condominium entered by members of the Board of Directors or their designated agent if they find it necessary to remedy the violation, without being deemed guilty of trespass. None of the provisions herein are intended to be in breach of the Federal Fair Housing Act or Chapter 515, Hawaii Revised Statutes. The Board will not enforce any provision hereof in any manner that would be in violation of the Federal Fair Housing Act or Chapter 515, Hawaii Revised Statutes.

The Board will at all times comply with the provision of the Federal Fair Housing Act and Chapter 515, Hawaii Revised Statutes when acting upon requests by disabled persons to make reasonable modifications, at their cost, to their condominium and or the common elements of Fairway Terrace property, if the proposed modifications are necessary to enable said disabled person to have full use and enjoyment of Fairway Terrace property.

The Board will also comply with the provisions of the Federal Fair Housing Act and Chapter 515, Hawaii Revised Statutes, when acting upon requests of disabled person(s) for exemptions from any of the provisions of these House Rules which interfere with said disabled person's equal opportunity to use and/or enjoy their condominium and/or the common areas of Fairway Terrace property.

Fines and Liability

The Board of Directors has adopted the following schedule of fines for any violation of the Fairway Terrace Association of Apartment Owner's ("AOAO") Declaration, By-Laws, or House Rules as from time to time amended.

These fines were adopted by the Board under its authority stated in Section L of the Declaration, Bylaw Art. II, §2 and Art. IV, § 1(m) and HRS § 514B-104(a)(11), which resolution the Board has determined to be necessary and proper for the peace, health, comfort, safety and in the best interests of the members of the Association.

These fines shall be imposed against the owner. Owners will be responsible for their own actions and the actions of their tenants, family members, guests, agents, employees, invitees, or anyone else using the property who violates any project documents

Citations

Each citation issued shall briefly describe the nature of the violation. Copies of citations issued to the property owner [who is responsible for themselves, their tenants, guests, family members, agent, or employees] will be kept on file with the records of the Association.

First Offense

A written citation explaining the violation to the property owner.

Second Offense

A written citation and a **\$100** fine assessed to the property owner. Any costs of enforcement, including attorneys' fees incurred by the Association to rectify a violation, will be chargeable to the owner, and would, together with the fine itself, become a lien against the owner's property.

Third Offense-

A written citation and a **\$200** fine assessed to the property owner. Any costs of enforcement, including attorneys' fees incurred by the Association to rectify a violation, will be chargeable to the owner, and would, together with the fine itself, become a lien against the owner's property

Fourth and Subsequent Offenses

A written citation and a **\$300** fine assessed for each subsequent offense, sent to the property owner. Any costs of enforcement, including attorneys' fees incurred by the Association to rectify a violation, will be chargeable to the Owner, and would, together with the fine itself, become a lien against the owner's property

E. Continuing Violations-

A written citation and a **\$400** fine assessed for each subsequent offense sent to the property owner. Any costs of enforcement, including attorneys' fees incurred by the Association to rectify a violation, will be chargeable to the owner, and would, together with the fine itself, become a lien against the owner's property

F. Per diem fines

Per diem fines may be assessed by the General Manager (appealable to the Board) for one continuing violation. The per diem fine will be assessed at a maximum of \$300 per day until the violation is remedied. Any costs of enforcement, including attorneys' fees incurred by the Association to rectify a violation, will be chargeable to the Owner, and would, together with the fine itself, become a lien against the owner's property.

Successive Violations-

A "successive violation" means acts of the same violation for which the owner was cited through four or more offenses which the owner allows to reoccur by either affirmative acts or omissions. Each such Successive Violation will result in a fine of \$ 300 per occurrence. Successive violations may be assessed for the violation of the Declaration, Bylaws or House Rules after an owner has been given notice as stated in Sections A-F above

Payment of Fines and Liabilities

Unless appealed as permitted below, a fine must be paid to the Association within thirty (30) days of the citation and assessment of the fine.

(A). Owners shall be liable for their own fines and for the fines assessed against their tenants, guests, family members, agents, invitees or employees. If the owner fails to pay or appeal a fine within thirty (30) days after the fine is assessed against the owner or against their tenants, guests, family members, agents, invitees, or employees, the fine shall be deemed a common expense chargeable against the owners' unit. The Association may file a lien against the owner's unit for the unpaid fines and may collect the unpaid fines under Hawaii law.

(B) Owners shall be given full opportunity to present to the Board any facts which may bear on the propriety and/or amount of fine, and to present such evidence as may be necessary to support that position. owners may request re-consideration of an appeal ONLY where information not available at the time of the original appeal becomes known.

(C) Within thirty (30) days of the date of a fine, an owner shall have the right to appeal to the Board of Directors by mailing or delivering written notice of appeal to the Managing Agent.

(D) The Board of Directors will acknowledge receipt of appeal, review, and present a decision to the owner within (60) days.

(E) The Board may reduce or rescind any citation or fine after consideration of the appeal

(F) A fine may only be appealed to the Board of Directors one time. No future consideration will be allowed except for allowable requests for reconsideration as described above.

(G) Only after all appeals have been exhausted, an owner may apply for mediation pursuant to HRS § 514B-161 for any allowable dispute regarding the enforcement of this Fine Enforcement Policy, but such request for mediation must (a) be made within thirty (30) days after the Board has taken final action on any violation and (b) such request for mediation will not stay the enforcement of the fine(s) and mediation will not be allowed unless and until the fine and any legal fees or costs assessed is first paid by the owner to the Association.

Payment of Fines:

- (1) Fines must be paid by check or money order to the Managing Agent of Fairway Terrace Association within thirty (30) days of the citation and assessment of the fine(s). Owners shall be liable for their fines and for fines assessed against their resident(s), guest(s) or employee(s). The association shall give the owner written notice of the fine.
- (2) If an owner fails to pay or submit a written appeal within thirty (30) days, the Association may assess the fine against the owner's condominium. Furthermore, the Association may file a lien against the owner's apartment for the unpaid fines and may collect the unpaid fines under the procedures provided in the By-Laws for collection of delinquent assessments. Additionally, the owner shall also be assessed a late fee for each month the fine remains unpaid, in accordance with Fairway Terrace Association Fines and Citations policy.
- (3) If an appeal is made to the Board, the notice of appeal must contain a copy of the citation, a statement of the facts, the reason for appeal, and the name and address of any witnesses. Pending an appeal to the Board, owners need not pay the fine and no lien shall be imposed.
- (4) The Board may reduce, suspend, or cancel any citation or fine after consideration of the appeal. The Board will mail, email, or deliver a written decision to the owner making the appeal within thirty (30) days of the receipt of the notice of appeal. The decision of the Board of Directors may be appealed through an arbitrator, as provided in the Fairway Terrace By-Laws, but all fines must be paid in full pending an appeal to an arbitrator.

MISCELLANEOUS.

This schedule of fines shall be sent to all current owners of record of Fairway Terrace Condominiums and should be kept with the owners Association Documents. The Board reserves the right to establish a new schedule of fines at any time.

NOTHING CONTAINED IN THESE RESOLUTIONS SHALL BE INTERPRETED TO PREVENT OR DELAY THE BOARD OR THE MANAGING AGENT FROM ENJOINING, ABATING, REMOVING OR REMEDYING ANY VIOLATION OR BREACH WHICH MAY IMPAIR OR IN ANY WAY AFFECT THE VALUE OR SAFETY OF THE PROJECT OTHE USE, ENJOYMENT, SAFETY OR HEALTH OF ANY OWNER.