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Fairway Terrace Association

House Rules

Revised August 2025

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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 advantages of living in a community environment where respect and consideration is shown to all. The House Rules apply to all Owners, residents, family members 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 responsible for their residents, renters, family members, employees, contractors, and invited guests staying or working within their condominium, or any other persons that may in any manner use the property or any part thereof.

Owners 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: As a general guide, the Board of Directors has adopted the “2+1” rule. Under the rule, a limit on the number of occupants is 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 1-5 below require prior written approval of the Board of Directors and compliance with the Declaration, Bylaws, and Chapter 514B Hawaii Revised Statutes.

If you are uncertain about the need for a licensed contractor, please consult the Site 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 Site Manager, fill out an application for approval by the Board, and carefully read and conform with "Rules for Construction and Renovation" available from the Site 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 Board of Directors, or if the Board chooses to refer your application, from the Site Manager.

1. **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 Board of Directors consistent with the provision of the governing documents and in Chapter 514B, Hawaii Revised Statutes.
2. **Plumbing:** Unit Owner/vendor/contractor cannot install, remove, alter, repair, or replace any in-wall plumbing or drainage piping work. Any new, altered, or re-routed in-wall supply piping must be performed by a licensed plumber and may require a building permit. A licensed/insured plumber is required for replacement of water supply valves. Replacement of water heater and toilets should be by a licensed/insured plumber. A plumber is not required for replacement of existent water-use appliances (laundry, dishwasher, bidet, sinks, faucets). Repair of in-unit plumbing appurtenances and valves do not require a plumber (toilet parts, faucet parts, shower/tub parts). If in question, please contact the Site Manager.
3. **Electrical wiring:** Installation of new and rerouted electrical branch circuits requires a licensed/insured electrician, and may require a permit. This includes 240VAC and 120VAC outlets, switches, sub-panel repair, replacement of circuit-breakers, and 'on-demand' water heaters. The Association strongly encourages that repair/replacement of existing switches and outlets be by a trained technician. Replacement of existent electrical appliance with same use and same current draw do not require a licensed electrician (ceiling fans, kitchen and laundry appliances).
4. **Flooring standards:** 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.

5. **Licensed contractors:** Before any of the work defined above may be performed within a unit, written consent, a licensed/insured contractor, and a permit if so needed are required. In the event the above policy is violated or ignored, the Site 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 a positive resolution may result in the application of fines in accordance with the Fine Enforcement Policy.
6. Should the Board determine that the review of any applications for improvements should be conducted by a professional, the applicant may be required to first deposit an amount that will cover the costs of such review.

Interior Modification – Exceptions

Owner(s) are required to provide all pertinent information relating to interior condominium modifications as described above. Many home improvements will not require modification request such as interior painting, replacement of interior doors, or appliances replacement.

Please verify request need with the Site Manager.

Exterior Modification – Approval Required

Installation, modifications, or alterations on the exterior of the condominium require written approval by the Board of Directors and compliance with the Declaration, Bylaws, 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 exterior walls, windows, or roof (wiring, antennas, air conditioning units, equipment or appurtenances).

Not permitted are canvas awnings, windbreaks, canopies, or rigid framed lanai enclosures.

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.

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 Management Office.

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

Noises and Disturbances

Excessive noise from units: On receipt of a complaint by a neighbor, the Site 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 9 p.m. to 8 a.m.), the State and County of Hawaii standards for emission of transient noise.

Common noise such as talking, music, and watching television is acceptable. Excessive loud noise created within resident's condominium is prohibited. 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.

As these noise disturbances may occur in intervals or times that decibel measurement may not be available, report of disturbances will be verified by Site Manager review. If unreasonable disturbance is verified, the Site Manager will issue warning to offender. Repeated disturbances will result in the application of fines in accordance with the Fine Enforcement Policy in the House Rules.

Construction hours: "Home improvement" activities that produce noise heard by other residents shall be limited to the hours between 9:00 a.m. until 5:00 p.m. Monday through 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 a.m. 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.

Harassment

Persons living within the Fairway Terrace community have the right to quiet enjoyment of their homes and the surrounding common areas. That includes the right to be free from actions that constitute harassment. **Harassment** means and includes the following:

1. Physical harm, bodily injury, assault, or the threat of imminent physical harm, bodily injury, or assault.
2. An intentional or knowing course of conduct directed at an individual that seriously alarms or disturbs or continually bothers the individual and serves no legitimate purpose; provided that such *course of conduct* would cause a reasonable person to suffer emotional distress or which in fact causes alarm or disturbance to such individual in the quiet enjoyment of his/her apartment and/or amenities of the condominium project.

“Course of conduct” means: A pattern of conduct composed of a series of acts over a period of time evidencing a continuity of purpose. Hawaii Revised Statutes, section 604-10.5.

1. If issues arise that cannot be resolved by the involved parties, an incident of harassment should be reported to the Site Manager, who will forward it to the Association. When a report of harassment is substantiated, it becomes a violation of the Anti-Harassment Policy and is treated in the same way as a violation of House Rules: addressed with written notice to the resident and unit Owner. Continued or repeated harassment will be addressed with fines in accordance with the Association Fines and Citations policy.
2. Owners may be subject to legal action for continuing harassment violations. All costs, including legal costs incurred for violations by Owner(s), their resident(s), family member(s) or guest(s) while enforcing this policy will be charged back to the violating Owner.
3. Owners and occupants who believe they are being harassed and are unable to resolve the problem with their neighbors may call local police department’s non-emergency number (808) 326-4646 and file a complaint.

Lanai

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

Lanai are not to be used as a general-purpose storage area. Lanai is an emergency egress; clear pathway is required. Items unable to fit in the lanai closet should not be visible above lanai rail from exterior of the building.

Furniture on lanai should not include umbrellas/canopies or other items that may extend beyond lanai perimeter. No “fire pit” or other open-flame devices are allowed.

Plants on lanai: Small plants 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 lanai. 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 Hawaii State flag.

Cooking on lanai: No cooking is permitted on lanai. No open flames of any type are allowed on lanai.

Lanai lighting and decorations: Lanai lighting is allowed within the confines of the lanai area, may not extend beyond the railing, and may be utilized only when the lanai is in use. String lighting is allowed only with the written consent of the Board except that mono-colored or multicolored string lights may be used in the month of December and removed by January 7 of the following year.

Lanai sunscreens: Lanai sunscreens that do not extend beyond the railing are permitted but may not serve to substantively enclose the lanai area. Sunscreens must be retractable and mounted to interior lanai surfaces. Sunscreen should match or compliment building color. Sunscreens must be approved by Board or Site Manager.

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 violate Hawaii state and federal laws.

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 waste: Animal 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 lanai* 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.

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, Spa

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 spa is at their own risk. There is no lifeguard on duty. Only resident(s) and their guests are allowed to use the pool and spa.

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 spa at any time.

Showers shall be taken before entering the pool or spa.

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 spa.

Resident(s) having any open abrasions, wounds, or communicable diseases are not allowed in pool or spa.

Proper swim attire is required in pool or spa (cut-offs, street clothes, and footwear 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 spa, 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 pool, spa, or gym.

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.

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.

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 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. If such is caused, the resident(s) shall be required to correct the oil spill, leak, or foreign substance and to maintain their parking stall. If not remediated within a reasonable time after notice from Management, the costs of such cleanup or repairs shall be charged to the account of the owner of the stall or vehicle utilizing an open space. 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. This requirement includes motorcycles.

Each vehicle will be issued a parking permit/placard 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. This requirement includes motorcycles.

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

Vehicle repairs: Beyond routine maintenance and cleaning, vehicle repairs requiring disassembly is not allowed on Fairway Terrace Association property. This includes motorcycles.

Vehicle storage: No abandoned vehicles, trailers, or boats 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: Permitted only in designated areas. Resident(s) cleaning or polishing vehicles on the premises shall clean their work 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 House Rules 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: Bylaws, page 16, Article 4, Section 9: *“Access to Apartments. The apartment owners shall have the irrevocable right, to be exercised by the Board of Directors, to have access to each apartment from time to time during reasonable hours as may be necessary for the operation of the property or for making emergency repairs therein necessary to prevent damage to the common elements or to another apartment or apartments.”*

None of the provisions herein are intended to be in breach of the Federal Fair Housing Act or Chapter 515, Hawaii Revised Statutes.

Variances from these House Rules may be sought in writing to the Board that includes the specific reasons for a variance. The Board will take up such variances in due course and allow the applicant to address the full Board.

Fines and Liability

The Board of Directors has adopted the following schedule of fines for any violation of the Fairway Terrace Association of Apartment Owners (“AOAO”) Declaration, Bylaws, 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, Bylaws 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.

1. **First offense:** A written citation explaining the violation to the property Owner.
2. **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.
3. **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.
4. **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.

Successive violations: A "successive violation" means acts of same violation for which 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 after an Owner has been given notice as stated in Sections 1-4 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.

1. 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 Owner's unit. The Association will collect the unpaid fines under Hawaii law and may file a lien against the Owner's unit of the unpaid fines.
2. 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.

3. 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.
4. The Board of Directors will acknowledge receipt of appeal, review, and present a decision to the Owner within sixty (60) days.
5. The Board may reduce or rescind any citation or fine after consideration of the appeal.
6. 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. 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.

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.

1. 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 Bylaws 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.
2. 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.
3. 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 Bylaws, 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 USE, ENJOYMENT, SAFETY OR HEALTH OF ANY OWNER.