



HONUAKAHA

AOAO House Rules & Regulations

Revised June 1, 2021

I. GENERAL PROVISIONS

- A. **PURPOSE.** The purpose of these Rules & Regulations is to protect all residential apartment owners and other occupants, and tenants and guests from annoyance and nuisance caused by improper use of “Honuakaha” Condominium Project (“Project”) and also to protect the reputation and desirability of the Project, by providing for the maximum enjoyment, comfort and security thereof or therein. The provisions of these Rules & Regulations shall apply equally to all residential apartments in the Project. Unless the context would clearly indicate to the contrary, the term “apartment” herein shall mean only a residential apartment and in the case of the Elderly Housing Apartment shall mean a dwelling unit therein.
- B. **ENFORCEMENT.** The Board of Directors (the “Board”) of the Association of Apartment Owners of Honuakaha (the “Association”) shall be responsible for enforcing these Rules and Regulations, but such responsibility may be delegated to the Managing Agent by the Board. All apartment owners and other occupants, tenants, and their guests shall be bound by these Rules & Regulations and by standards of reasonable conduct whether or not covered by the Rules & Regulations.
- C. **DECLARATION & BY-LAWS.** These Rules & Regulations supplement, but do not change the obligations of the apartment owners and all occupants, tenants, and their guests as set forth in Honuakaha Declaration of Condominium Property Regime, recorded in the Bureau of Conveyances of the State of Hawaii, as the same has been or may hereafter be amended from time to time (“Declaration”), and the By-Laws of the Association of Apartment Owners of Honuakaha, as the same have been or may hereafter be amended from time to time (“By-Laws”), established pursuant to the Declaration.

II. OCCUPANCY & USE OF APARTMENTS

- A. **Registration.** All owners and tenants are required to register with the Manager’s office prior to moving into the building. All owners and tenants shall provide updated information to their registration within ten (10) days of any change.
- B. **Number of Occupants; Use.** The maximum occupancy of each studio and one bedroom apartment shall not exceed that permitted by law. Each apartment shall be occupied and used by the owner, owner’s family, lessees, servants, guests, invitees, licensees, agents, employees, and other persons who may use or occupy the apartment by, through or under the owner, (hereinafter referred to as “Occupants”), only in accordance with the terms of the Declaration and the By-Laws.
- C. **Pets.** No dogs, cats, or other household pets or livestock, poultry, rabbits, or other animals whatsoever, including, but not limited to, those described as pets under Section 150A-2 of the Hawaii Revised Statutes, as amended, or animals prohibited from importation under Section 141-2 or Section 150A-6 of the Hawaii Revised Statutes, as amended, shall be allowed, or kept in any apartment or any other part of the Project. Specifically excluded are guide or signal dogs, or other service animals.
- D. **Conduct of Occupants.** Each apartment owner shall be responsible for the conduct of the Occupants of such owner’s apartment. An apartment owner upon request of the Board or Managing Agent,



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immediately abate or move at such owners expense, any structure, thing, or condition that may exist with regard to the occupancy or use of such owner's apartment by an Occupant of the apartment contrary to the intent and meaning of the provisions hereof, or, if an apartment owner is unable to control the conduct of any occupants such apartment owner shall upon request of the Board or Managing Agent, immediately remove such Occupant from the premises, without compensation from the Association, Board or Managing Agent for lost rental or profits or any other damage resulting therefrom.

- E. **Rental.** Subject to the provisions of the Declaration (which includes an initial one-year restriction requiring the owner to occupy the apartment owned) and the By-laws, an apartment owner may lease or rent such owner's apartment with or without any rental charge, but the Occupants of the apartment shall at all times abide by the declaration the By-laws, and these rules and regulations, and the apartment owner shall be responsible for such Occupants' conduct. Owner shall be responsible for providing their tenants with current House Rules and Regulations for Honuakaha.
- F. **Appointment of local agent.** Each apartment owner shall be responsible for designating a local agent to represent such owner's interest if the owner's residence is outside of the state of Hawaii or if such owner will be absent from the apartment for more than (30) days a year. All owners shall file with the Managing Agent their out-of-town addresses and telephone numbers and the addresses and telephone numbers of their local agents.
- G. **Water facilities.** Toilets, sinks, and other water apparatus in the apartment shall not be used for any purpose other than those for which they were designed, and no sweepings, rubbish, rags, or other article shall be thrown into them. Any damage anywhere in the project resulting from misuse of any toilets, sinks, or other water apparatus in an apartment shall be promptly repaired and paid for by the owner of such apartment. Each apartment owner and occupant shall use his or her best efforts at all times to conserve water.
- H. **Loss of personal property.** The Association shall not be responsible or liable for the theft, disappearance, or damage of any personal property located in the common elements or any area of the apartments or buildings. An H06 policy is required.
- I. **Hazardous activities and substances.** No activity shall be engaged in and no substance shall be introduced into or manufactured within any apartment, limited common element, or the common elements which might result in the violation of any law or in the cancellation of the insurance, or increase an insurance rate on the common elements of the project. Unless the board gives advanced written consent in each and every instance, no apartment owner or occupant shall use any illumination other than electric lights or use or permit to be brought into an apartment, common elements, or any other area of the Project, any flammable oils or fluids, including, but not limited to, gasoline, kerosene, naphtha, or benzene or other explosives or other articles deemed extra hazardous to life, limb or property.



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- J. **Flooring.** All flooring installations must be approved by the Board of Directors in writing prior to installation. Honuakaha requires a minimum soundproofing underlayment of IIC-STC 60 or higher be installed under all flooring. Requests must include proposed material information for review by the Board of Directors.

III. COMMON ELEMENTS, LANAIS, ETC.

- A. **Obstructions; Uses.** All sidewalks, passages, entry courts, walkways, driveways, and roadways must not be obstructed or used for any purpose other than ingress and egress. No running, jumping, skateboarding, bicycling, roller skating, or playing of any sort shall be allowed in the common elements including, without limitation the Community Building, driveways, walkways, and parking areas of the Project; provided, however, that playing or recreational activities shall be permitted only in designated areas within the common elements,
- B. **Lanais - Care and Maintenance.** Each apartment owner shall be responsible for the care and maintenance of all lanais within such owner's apartment. However, no apartment owner may paint or otherwise decorate the walls, railings, or ceilings of such lanais without prior written approval of the Board.
- C. **Lanais- Furniture and Plants.** Only appropriate patio furniture and plants (other than hanging plants) shall be used or placed on the lanais and no other objects or personal properties such as refrigerators, exercise equipment, bicycles, surfboards, boxes, or crates shall be permitted thereon and shall be removed upon the request of the Board or Managing Agent. The lanais are not to be used for storage purposes of any kind.
- D. **Laundry.** Textile items, including but not limited to towels, bathing apparel and clothing, brooms, mops, cartons, etc., shall not be placed on lanais, or hung from the railings thereof, or placed in windows so as to be in view from the common elements, any other apartments, or other adjacent properties.
- E. **Plants.** All plants within the apartment shall be placed in appropriate planters or containers, and each apartment owner or occupant when watering plants within the lanai shall prevent water from dripping on to any lanai of other apartments. No hanging plants shall be permitted on the lanais.
- F. **No throwing of objects from apartment.** Nothing shall be thrown or permitted to be thrown from the lanais, windows, or any other part of an apartment. Cigarettes and matches, specifically, are fire hazards. The throwing of firecrackers from lanais and the explosion of any fireworks anywhere on the grounds of the Project or expressly prohibited.
- G. **Trash disposal.** Garbage, rubbish, and other trash shall be disposed of only in receptacles and special specific areas provided. All trash should be properly bagged and secured prior to being placed in the trash chute. Cardboard boxes should not be placed in the trash chute and instead should be broken down and taken to the trash receptable in the back.
- H. **Garbage Disposal.** Kitchen garbage disposals shall be utilized for disposing soft food waste only. All other wastes shall be placed in the designated refuse areas.
- I. **Outdoor Cooking.** Outdoor cooking, in the courtyard area, shall be subject to regulation by the board. No cooking of any kind on apartment lanais is permitted.



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J. **Smoking.** There will be no smoking in the Project as follows:

1. No Occupant, resident or guest shall smoke cigarettes, cigars, electronic smoking devices, of any other tobacco product, electronic smoking solution, marijuana, or illegal substance anywhere within the boundaries of the Project. This prohibition shall apply to all common elements, limited common elements, and the apartment within the Project, including lanais. For purposes of this section, “Smoking” shall include the inhaling, exhaling, burning or carrying of any lighted cigarette, cigar, electronic smoking device or other tobacco, electronic smoking solutions, marijuana, or illegal substance.
2. For purposes hereof, secondhand smoke or vapor shall be deemed a nuisance which is prohibited.
3. Any Owner who leases and/or sells his or her apartment shall specifically disclose to prospective tenants, purchasers, and real estate agents that smoking is prohibited everywhere within the Project, including on apartment lanais and within apartments.
4. The Board shall have the authority to adopt, amend or repeal Project rules and regulations from time to time to fully implement this provision of the Bylaws.

K. **Aesthetics.** No unsightliness within the public view is permitted within the project. For this purpose, “unsightliness” means, but is not limited to, the following: laundry on lines or reels; litter or trash containers except as specially provided; inappropriate, broken, scarred or offensively ugly furniture or plants on lanais; non-decorative gear, equipment, cans, bottles, ladders, trash, boxes, barrels, and other similar items stored or stowed in or on the walkways and other areas of the common element and lanais; or unshaded or improperly shaded lights that create objectionable glare.

L. **Supplies or Other Goods.** No garbage cans, household or commercial supplies, or similar articles shall be placed outside any apartment, except as the Board may otherwise permit.

M. **Personal Property.** No items of personal property, including, but not limited to baby carriages, velocipede’s, bicycles, surfboards, packages, boxes or crates shall be left or allowed to stand on any of the lanais or common elements. Articles of any kind left in any of the common elements shall be removed at the owner’s risk and expense as directed by the Board or Managing Agent.

N. **Glass Tint.** All glass tint installations must be approved by the Board of Directors in writing prior to installation. No mirror reflecting glass tint is allowed on any exterior windows. Only non-reflecting glass tint which is uniform in appearance will be permitted. No patterns, designs, or frosted appearance.

IV. **Vehicles and Parking Areas.**

A. **No Operation of Vehicles in Common Elements.** No vehicles of any kind (including automobiles, motorcycles, mopeds, unlicensed vehicles, bicycles, or any other similar motorized or non-motorized



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vehicles) shall be permitted, driven, used, ridden or operated on any of the common elements of the Project, except in the roadways, driveways and parking areas of the Project.

- B. **Loading or Unloading Furniture, Etc.** The loading or unloading of furniture, appliances, or other items for use within an apartment, shall be done as such determined by the Board or Managing Agent and at such day(s) and hours as determined by the Board or Managing Agent. Extreme caution shall be used to avoid damage to any sprinklers, plants, lawns or any other part of the common elements of the project. The apartment owner responsible for any such damage, which may be caused by his Occupant, tenant, or Guest, shall be liable for any and all costs and expenses incurred as a result of any such damage. All moving and deliveries must be scheduled with the Manager's office at least twenty-four (24) hours in advance. Moving and deliveries shall be scheduled only during the Manager's office hours or such time as posted.
- C. **Quiet Operation of Vehicles.** All vehicles shall be operated within the Project in a quiet manner. All motor vehicles (including motorcycles and mopeds) must be equipped with quiet mufflers. Racing or gunning of motors is expressly prohibited.
- D. **Permissible Uses of Parking Stalls.** The parking stalls assigned to each apartment may be used in accordance with the following:
1. Each apartment owner shall use the parking stalls assigned to such owner's apartment, only for purposes allowed by these Rules and Regulations.
 2. All parked motor vehicles must be in operating condition and have current registration, license and safety stickers as required by law.
 3. All motor vehicles must be parked entirely within the assigned parking stalls and not extended into, interfere with or obstruct the use of, adjacent parking stalls or the common areas, driveways or parking areas of the Project. Vehicles which are improperly parked may be towed at the vehicle owner's (or apartment owner's) expense.
 4. Polishing of property parked motor vehicles shall be permitted only in assigned parking stalls.
- E. **Prohibited Uses of Parking Stalls.** The parking stalls shall not be used for the following purposes:
1. Storage or keeping of anything other than properly parked motor vehicles.
 2. Washing of motor vehicles.
 3. Painting of motor vehicles.
 4. Motor vehicles shall not be kept on blocks.
- F. **No obstruction.** No motor vehicle shall obstruct the roadways, driveways, parking stalls or parking areas of the Project.
- G. **No Speeding.** A maximum speed limit of five (5) miles per hour is established for the entire Project. Drivers are expected to observe traffic and directional signals for the safety of all persons.
- H. **Motor Vehicle Repairs.** Except to the extent otherwise permitted herein, no repair or maintenance of motor vehicles shall be done within any area of the Project. Emergency minor repairs of an apartment owner's or Occupant's motor vehicle shall be permitted only within such apartment owner's stalls, and each apartment owner or occupant shall promptly and properly dispose of any and all waste, material, grease, and foreign substance resulting from such minor repair. No repair or maintenance of an



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apartment owner's or occupant's motor vehicle shall be permitted on any common elements of the Project.

- I. **Washing of Motor Vehicles.** No washing of any motor vehicle shall be permitted in any assigned parking stall or anywhere on the ground of the Project.
- J. **Cleanliness of Parking Stalls.** Each apartment owner shall at all times maintain and keep such owner's parking stalls in a clean and safe condition, including the prompt removal of grease, oil and foreign substances. If any apartment owner fails to promptly clean such owner's parking stalls after notice thereof by the Board or the Managing Agent, the Board or the Managing Agent may proceed to clean such parking stalls. Such apartment owner shall be responsible for the payment of all costs and expenses incurred by the Board or Managing Agent for such cleaning.
- K. **Violations and Enforcement.** Notwithstanding any provision herein to the contrary:
 1. Any person (including any apartment owner and such owner's Occupants) who improperly parks or stores any vehicle may have any such vehicle towed away by the Association at such person's expense, and each apartment owner shall be responsible for the payment of the towage charge for such owner's Occupants.
 2. Anything improperly stored or kept in a parking stall may be removed, stored, or discarded by the Association without liability to the apartment owner or occupant of such parking stall. Such apartment owner shall be liable for all charges or costs incurred by the Association for such removal, storage or discarding.
 3. Any apartment owner or such owner's occupant who operates a vehicle on the common elements of the Project except the roadways, driveways, and parking areas, shall be subject to a fine for each offense in an amount as determined by the Association, which fine shall be levied against any such apartment owner.
 4. Any apartment owner or such owner's occupant who improperly uses any parking stall or parks a vehicle on the common element, shall be given a warning for a first offense. In the event that the violation shall continue after the issuance of the warning, such apartment owner or such owner's Occupant shall be subject to a fine for each offense in an amount determined by the Association, which fine shall be levied against such apartment owner. Any and all fines, charges, costs and expenses required to be paid by or imposed against any apartment owner or such owner's Occupant pursuant to this paragraph K but unpaid, shall constitute a lien in favor of the Association against such apartment owner's apartment as provided in paragraph 12.9 of the Declaration and Article VI Section 6 of the By-Laws.
- V. **Nuisances and Noise.**
 - A. **Nuisances.** Nuisance of any kind or nature shall not be allowed in the Project and any use or practice which is improper or offensive in the reasonable opinion of the Board or in violation of the By-Laws or these Rules and Regulations or which unreasonably interferes with or is an unreasonable annoyance to the peaceful possession or proper use of the Project by other apartment owners or their occupants or guests shall not be allowed in the Project.



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- B. **Noise.** Each apartment owner and occupant shall avoid unreasonably excessive noise of any kind at any time and shall not cause or permit any unreasonably disturbing noise or objectionable odors to emanate from the apartment. All apartment owners and Occupants shall at all times observe and comply with the following:
1. No workmen will be allowed in any residential unit before 8:00 a.m. or after 7:00 p.m., except in an emergency;
 2. Radios, televisions, stereos, and any other sound emitting devices in the apartment must be played at reduced volume before 10:00 a.m. and after 10:00 p.m.;
 3. When guests of any apartment are leaving at night, noise must be kept at a minimum: and
 4. Excessive noise at any time shall be reported to the Managing Agent.

VI. Building Maintenance.

- A. **No Alterations.** No structural changes of any type or kind shall be permitted either within or outside an apartment except as permitted by and in accordance with the Declaration, By-Laws, and applicable statutes, ordinances, rules and regulations, governmental determinations, and restrictions of appropriate agencies of the City and County of Honolulu and the state of Hawaii.
- B. **Signs.** No signs, signals or lettering shall be inscribed or exposed on any part of the apartment including, but not limited to, the exterior door or walls of any apartment (other than the apartment number), and no such items shall be placed on the Project grounds without the prior written approval of the Board: provided, however, that the Developer or its real estate broker may display signs for the sale of apartments as provided in Paragraph 6.7 of the Declaration. No images, pictures or signs, electronic or otherwise, shall be permitted to protrude out of any window, any lanai or any other area of the apartment, or the common elements.
- C. **Maintenance and Repair.** Each apartment owner shall maintain and repair such owner's apartment so as to keep the apartment in slightly and good condition, and without limiting the generality of the foregoing, each apartment owner and occupant shall observe and comply with the following:
1. No projections shall extend through any door or window opening beyond the exterior face of the apartment;
 2. Each apartment owner, at all times, shall perform promptly all repair, maintenance and alteration work within the apartment, the omission of which would adversely affect any common element or any other apartment, and shall be responsible for all loss and damage caused by such owner's failure to do so;
 3. All repairs of internal installations within each apartment such as water, light, gas (if any), power, telephone, air conditioning, sanitation, doors, windows, lamps, and all other fixtures and accessories belonging to the apartment, and all limited common elements appurtenant to the apartment, shall be made at the apartment owner's sole expense;
 4. No apartment owner or Occupant, except as otherwise permitted by the Board, shall install any wiring or other device for electrical or telephone installations, television, machines, or other



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equipment or appurtenances on the exterior of the apartment walls or protruding through the walls, windows or roof thereof;

5. Nothing shall be allowed, done or kept in any apartment, limited common elements, or the common elements which would overload or impair the floors, Walls or roofs of the apartment or buildings, or cause any increase in the ordinary premium rates or the cancellation or invalidation of any insurance policy maintained by or for the Board or the Association, and no noxious or offensive activity or nuisance shall be made or suffered thereon;
6. No projections or objects shall be attached to the outside walls of the apartments or the exterior of any door, wall or gate, without the prior written consent of the Board;
7. No apartment owner or Occupant shall erect or install any private radio or television antenna or other outdoor antenna on or anywhere within the Project; and
8. No alteration or addition to the exterior of any apartment or any alteration or addition to the common elements may be made without the prior written approval of the Board.

VII. Employees of the Association and the Managing Agent.

- A. **Maintenance Employees.** The maintenance employees of the Association or the Managing Agent will use every effort to maintain the grounds effectively. Nevertheless, these employees are not available on a 24- hour daily basis, and much of their work must be devoted to regular maintenance and repair, as directed by the Board or Managing Agent. Accordingly, and in the common interest of all concerned, each apartment owner and Occupant shall do his or her part towards abating unsightliness within the Project to the fullest practicable extent.
- B. **Control of Maintenance Employees.** Maintenance employees of the Association are under the sole direction of the Board or Managing Agent and during the prescribed hours of work they shall not be diverted to the private business or employment of any apartment owner or Occupant to leave the common elements.
- C. **Cleaning of Apartments.** The cleaning of each apartment and the limited common elements appurtenant thereto, including the assigned parking stalls, is the sole responsibility of the apartment owner and occupant.

VIII. General Rules and Regulations.

- A. **Common Elements.** The common elements shall not be used for recreational activities of any kind.
- B. **Access to Apartments.** No person shall be allowed access to or entry into any apartment or residential building without the written permission of the apartment owner; provide, however, that the Association shall have the right, to be exercised by the Board or it's designee, to enter any apartment and/or limited common elements appurtenant hereto in accordance with the provisions of Section 6.3 of the Declaration and Article V Section 9 of the By-Laws.
- C. **List of Owners.** Each apartment owner and Occupant, upon taking possession of an apartment, shall file their names, addresses, telephone numbers and signatures with the Managing Agent and shall furnish the Board and/or the Managing Agent with such other information as shall reasonably requested by the Board or Managing Agent from time to time.



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- D. **Access to Apartments by Managing Agent.** To facilitate the right of access provided by the Declaration and By-Laws to the Managing Agent or the Board, each apartment owner shall furnish the Board or Managing Agent with keys to locked entrances, to such owner's apartment, and shall promptly furnish new keys when and if such locks are supplemented or changed. No entrances to an apartment shall be barred by a sliding bolt or other device which renders access by such keys difficult or impossible. If any key or keys are entrusted by an apartment owner or Occupant to an employee of the Association except pursuant to this Section VIII(D), Whether for such apartment or an automobile or other item of personal property, the delivery of the key shall be at the sole risk of such apartment owner or Occupant, and neither the Board, the Association, nor the Managing Agent shall be liable for injury, loss or damage of any nature whatsoever directly or indirectly resulting therefrom or connected therewith. Each apartment owner and Occupant shall assume full responsibility for protecting such owner's apartment and the contents thereof from theft, robbery, pilferage, vandalism and other loss. In the event that an apartment owner is locked out, they may contact a locksmith at the owner's sole expense to provide access to the unit. If the resident manager is available, they may provide the apartment owner with access for a \$50 fee – regardless of time or day. Additional keys may be purchased for \$50 each.
- E. **Emergency Services.** If emergency services are necessary or required, the apartment owner and/ or Occupants should call the desired agency or person directly. Any emergency, particularly such emergencies as flooding, fire, and theft, should be brought to the immediate attention of the Managing Agent.
- F. **Compliance with Rules and Regulations.** Each apartment owner shall observe and comply with these Rules and Regulations and shall ensure that all Occupants of such owner's apartment shall also observe and comply with the Declaration, By-Laws and these Rules and Regulations. Each apartment owner shall be responsible for such owner's occupant's observance and compliance with these Rules and Regulations. In the event that expenses are incurred by the Association or the Managing Agent on behalf of the Board, due to violations of these Rules and Regulations, by any apartment owner or Occupant, such apartment owner or Occupant shall pay for such expenses, including reasonable attorney's fees.
- G. **Conflicts between Rules and Regulations and Declaration or By-Laws.** In the event of any conflict between the provisions of these Rules and Regulations and the Declaration or By-Laws, the Declaration and By-Laws shall prevail.
- H. **Amendments.** Subject to the provisions of the declaration and By-Laws, these Rules and Regulations may be amended by a majority of the vote of members of the Board of Directors present at a meeting of the Board duly called and held for such purpose, or by written consent of all members of the Board of Directors.

IX. Violations of These Rules.

- A. **Reporting Violations.** All corrective actions regarding violations of these Rules and Regulations and damages to the common elements or any other areas of the Project (including limited common elements appurtenant to each apartment) shall be surveyed by the Board or the Managing Agent at the direction of



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the Board, and the cost of repair or replacement thereof and any legal fees incurred thereby may be assessed by the Board against the person or persons responsible, including, but not limited to any apartment owner for damages caused directly or indirectly by such owner's Occupants.

B. **Responsibility for Damages.** Damages to common elements or any other areas of the Project (including limited common elements appurtenant to each apartment) shall be surveyed by the Board or the Managing Agent at the direction of the Board, and the cost of repair or replacement thereof and any legal fees incurred thereby may be assessed by the Board against the person or persons responsible, including, but not limited to any apartment owner for damages caused directly or indirectly by such owner's Occupants.

C. **The Violation of Any of These Rules and Regulations Shall Give the Board, the Managing Agent and their Respective Agents the Right to:**

1. Enter the apartment and/ or limited common elements in which, or as to which , such violation or breach exists and to summarily abate and remove, at the expense of the defaulting apartment owner (whether or not caused by the apartment owner or by any person for whose conduct the apartment owner may be responsible), in any structure, thing or condition that may exist therein contrary to the intent and meaning of the provisions hereof, and the Board and Managing Agent shall not there be deemed guilty in any manner of trespass; and/or
2. The violation of any of these Rules and Regulations shall give the Board, the Managing Agent and their respective agents the right to enjoin, abate or remedy by appropriate legal proceedings, either at law or equity, the continuance of any such breach, and all costs thereof, including attorney's fees, shall be paid by the defaulting apartment owner (whether or not caused by the apartment owner or by any person for whose conduct the apartment owner may be responsible).
3. The violation of any of these Rules and Regulations shall give the Board, the Managing Agent and their respective agents the right to fine residents based on the following fee schedule. Fees are assessed based on the same offense (i.e., feeding the birds, improperly disposing of items, etc.):

1st Offense – **Written Violation / Warning**

2nd Offense - **\$50 Fine**

3rd Offense - **\$75 Fine**

4th Offense - **\$100 Fine and Referral to Board of Directors for further action.**