

## **THE POINTE AT HAWAII LOA RIDGE RULES**

Introduction: The Pointe at Hawaii Loa Ridge community (“the Pointe”) was created, and all lots and activities within the Pointe are governed, by The Pointe at Hawaii Loa Ridge Association (“the Association”) Declaration of Covenants, Conditions and Restrictions, as amended from time to time (“the Declaration”). The Declaration authorizes the adoption of The Pointe at Hawaii Loa Ridge Rules (the “Rules”). In addition to the general purposes and specific provisions of the Declarations, the Rules are to provide a framework supplementary to the Declaration, governing activities at the Pointe for the protection of all owners and occupants and the Association from annoyance, nuisance and damage. The Association, therefore, hereby adopts the Rules to be applicable to and binding upon each present and future Owner, each person residing at the Pointe ("Resident"), tenants ("Tenants"), guests, agents, employees and contractors, and any other person who may enter the Pointe.

### **THE RULES**

1. APPLICABILITY. These Rules apply to and are binding upon each present and future Owner of any Lot within the Pointe and their respective families, Tenants, guests, agents, employees and contractors, and every other person who may enter the Pointe. Each Owner of any property within the Pointe shall be provided a copy of and is responsible for compliance with these Rules and the conduct of each family member, tenant, guest, agent, employee, contractor, subcontractor, and delivery person of or for each such Owner, at all times while any such person is within any part of the Pointe.
2. TRAFFIC AND PARKING.
  - 2.1 Rules of the Road. Lanes are clearly marked and road signs are provided to govern and control usage of the roadways and parking areas; and failure to observe and comply with any of same and all other reckless, negligent, hazardous or annoying activities, are strictly prohibited.
  - 2.2 Parking. Owners, Residents, Tenants and others shall at all times park their automobiles and other permitted vehicles in the garage or driveway. No vehicle shall be parked on any unpaved area of a Lot under any circumstances (other than for a twenty-four (24) hour period in the event of emergency inoperability). No vehicle shall be parked on any street overnight more often than once per month. In addition to every other right or remedy of the Association, any vehicle in violation may be towed away and stored at the cost of the Owner (whether or not the owner of the vehicle).
  - 2.3 Violations. In addition to every other right or remedy of the Association, violations of Rules 2.1 or 2.2 are subject to fine, and all persons violating Rules 2.1 or 2.2, except Owners may be temporarily or permanently barred vehicular access to the Pointe.
3. POINTE ACCESS.
  - 3.1 Owners, Residents and Tenants.
    - 3.1.1 All vehicles belonging to Owners, Residents and Tenants with one-year or longer leases, must be registered with the General Manager of The Hawaii Loa Ridge Owners Association ("HLR Association") and display Hawaii Loa Ridge vehicle identification Decals on the windshield and rear bumper.

#### 4. THE TENNIS COURTS AND POINTE CLUB USAGE.

4.1 The tennis courts at the Pointe Club are available to all Residents. Guests must be accompanied by the Resident. Rules governing the use of the Tennis Courts shall be as set forth herein or as modified and posted by the Board.

##### 4.1.1 Tennis Court Rules.

1. Use of the tennis courts: The tennis courts shall be available to all Residents of the Pointe Association in good standing. They are not available to non-Residents except as accompanied guests of a Resident.
2. Only bona fide Residents of Lots may make court reservations. Guests must be playing with the Lot Owner or Resident.
3. Use first initial, last name and lot number or address when signing board.
4. No Resident may give lessons for compensation to non-Residents.
5. Court reservations may be made no more than 48 hours in advance.
6. Court time is limited to one hour commencing on the hour, extensions are based on space available.
7. Players shall not reserve a court for the same hour on consecutive days so as to exclude the use of that hour by other players.
8. Players arriving ten minutes late for their court reservation shall forfeit their reservation time to waiting players.
9. Tennis shoes are required. No soles are allowed that will mark the courts.
10. Police the area by disposing of all rubbish in the proper receptacles.
11. No roller-skating, bike riding, skate-boarding, basketball or any activities other than tennis are allowed on the courts.
12. Court time is valuable, so players unable to utilize reserved time should make every effort to cancel reservations in advance.
13. Reservations for parties are not allowed except for the Pointe Association sponsored events.
14. Any illegal reservation may be erased.
15. Tennis court hours are 8:00 a.m. until dark.

4.2 The Pointe Club: The Pointe Club will be available for use by Residents daily between 8:00 a.m. and 6:00 p.m. The Pointe Club will be available for other times and for private use. The Board shall designate a person ("Board Representative") to administer such use and arrangements for maintenance.

4.2.1 Use of the Pointe Club: The Pointe Club shall be available to all Residents of The Pointe in good standing. The Pointe Club will not be used for profit or any commercial activity. It is not available to non-Residents except as an accompanied guest of a Resident.

4.2.2 Hours: The Club will be open daily from 8:00 a.m. to 6:00 p.m., and at other times by reservation.

4.2.3 Costs & charges: There shall be no cost to Residents for non-exclusive use of the Club during regular hours of operation or for Association functions (Board, Committee, etc.).

4.2.4 Reservations: The Club may be reserved for Resident's exclusive use during posted hours or at other times, until 10:00 p.m., on a first come – first served basis. It may

be reserved on a recurring basis (weekly, monthly, etc.) so long as it is not done in such a manner as to monopolize its availability or to preclude its use by any other parties.

- 4.2.5 Procedure: Reservations shall be arranged through the Board Representative. The reserving Resident shall accompany the Board Representative on an inspection of the club prior to the time of the reservation, at which inspection the condition of all components shall be noted. The Resident shall sign the inspection form acknowledging the condition of the facility and the liability for any damages. The Board Representative shall conduct a second inspection immediately following the use to determine if any damages have occurred.
- 4.2.6 Damages: If damages are found to have occurred, they shall be repaired and the costs of such repairs shall be borne by the Resident or Owner making the reservation. As regards responsibility for damages, the Board Representative's decision shall be final.
- 4.2.7 Allowed uses: The Club shall be available to the Residents for all legitimate purposes. The Club shall not be available for any illegal purposes or for any purposes which will result in a substantial increase in liability exposure to the Association.
- 4.2.8 Maintenance and repair: The facility shall be maintained and/or repaired by the Association as part of its general operating budget.
- 4.2.9 The Board Representative shall determine appropriate usage, hours and permitted functions.
- 4.2.10 Open fires, barbecue grills and hibachis are not allowed.

5. PETS:

- 5.1 All pets must be controlled by a leash at all times when outside the property of the Owner or Resident.
- 5.2 The pet owner will be held responsible for all common area property damage which may be caused by the pets.
- 5.3 The pet owner will be responsible for removal and sanitary disposal of all pet wastes.

6. RESIDENTIAL LOTS. All definitions used in this section are as provided in the Declaration or HLR Association Declaration except where the context clearly requires to the contrary.

- 6.1 Residence and Use. No more than one Residence shall be constructed on any Lot. Each Lot within the Residential Area shall be improved and used exclusively for Residential Use as defined in the Declaration. No gainful occupation, profession, trade or other nonresidential use shall be conducted on any Lot or in any Improvement. Nothing herein shall be deemed to prevent:
  - 6.1.1 Any artist, artisan or craftsman from pursuing such calling upon a Lot, if such artist, artisan or craftsman also uses the Lot for Residential purposes, if self-

employed, has no employees working on the Lot and does not advertise or offer any product or work of art for sale to the public upon or from such Lot; or

- 6.1.2 The leasing of any Lot from time to time by the Owner thereof subject to all of the provisions of the Declaration and these Rules.
- 6.2 Occupancy of Residential Lot: The number of persons occupying a Residence shall not exceed two (2) persons per bedroom.
- 6.3 Rentals: An Owner shall be entitled to rent the Residence, provided that the term of such rental shall not be for a term less than thirty (30) days. Any rental or lease of a Residence shall be subject to the Declaration and the Rules. Each tenant or lessee shall be provided with a copy of the Declaration and the Rules by the Owner. The Owner shall at all times be responsible for tenant's or lessee's compliance with all of the provisions of the Declaration and Rules.
- 6.4 Improvements, Alterations and Repairs. No improvement, repair, excavation, fill or other work which in any way alters the exterior appearance of any Lot or the improvements located thereon from its natural or improved state existing on the date such Lot was first conveyed to Owner shall be made or done without the prior written approval of the Architectural Committee, given pursuant to the Declaration. All repairs, maintenance and care of the exterior surfaces of Residences and Lots shall be undertaken by the Owner in accordance with the Declaration, including Article IV thereof, and with standards established in the Rules.
- 6.5 Temporary Occupancy. No trailer, recreational vehicle, tent, shack, garage, or temporary building or structure of any kind shall be used at any time for a Residence either temporary or permanent, nor shall any overnight camping be permitted on any Lot. Temporary buildings or structures used during the construction or improvement of a Residence must be expressly approved by the Architectural Committee, shall be permitted for only so long as the Architectural Committee may allow, and shall be removed immediately after such permission expires or the completion of construction, whichever first occurs.
- 6.6 Animals. No animals of any kind shall be bred or kept in any Residence or Lot except that a reasonable number of dogs, cats, caged birds and fish of a type customarily kept as household pets may be kept, and, subject to further limitation by these Rules, such other animals as may be permitted by local ordinance may be kept; provided, however, that no animals shall be kept or maintained for any commercial purposes but shall be kept solely as household or yard pets or for recreational use by the Owner, his family, guest or tenants. No animal shall be allowed to make an unreasonable amount of noise or otherwise to be a nuisance. Except in any areas in the Ridge specifically authorized by the Association, no animal shall be permitted outside of the Lot of the Owner of such animal unless such animal is under the control of a responsible person by means of a leash or other reasonable restraint. The Board shall have the right to prohibit the maintenance of any animal which, in the opinion of the Board, after notice and hearing, constitutes a nuisance to any Owner or Owners.
- 6.7 Structures for Animals. No structure for the care, housing or confinement of any animal shall be constructed or maintained except in accordance with the provisions of the Declaration and HLR Association Declaration of Covenants, Conditions and Restrictions ("HLR Declaration").

- 6.8 Antennae. No antennae for reception of television signals or any other form of electromagnetic radiation shall be erected, used or maintained outdoors, whether attached to Improvements or otherwise except as mandated by FCC regulation. Transmission antennae shall not be permitted.
- 6.9 Utility Service. No lines, wires or other devices for the transmission of electric current or power of any kind, including but not limited to telephone, television and radio signals, shall be constructed, placed or maintained anywhere in or upon any Lot unless the same shall be contained in conduits or cables constructed, placed and maintained pursuant to plans and specifications approved by the Architectural Committee. Specifically, all such lines, wires or other devices shall be concealed underground.
- 6.10 Storage Tanks. Storage tanks for gas service or otherwise shall be fully screened from the view of Lot Owners and streets in a form approved by Architectural Committee.
- 6.11 Vehicles. No dilapidated vehicle, boat, mobile home, recreational vehicle, motor home, trailer of any kind, truck camper (hereinafter collectively referred to as "motor vehicles"), shall be kept, placed, maintained, constructed, reconstructed or repaired upon any Lot or street within the Pointe in such a manner as will be visible from adjacent Lots or streets; provided that it is entirely within an Owner's garage when the garage door is closed. Without limitation to any other remedy of the Association, the association, by its agents, shall have the right to enter upon any Lot where any motor vehicle is being repaired in violation of this Rule or which is not in good operating condition, and to remove such motor vehicle to a repair shop, or a storage yard and the Owner of the Lot shall be responsible for all costs involved (whether or not the Owner of the motor vehicle) and shall pay to the Association all costs incurred, and the Association and its agents shall not be liable for trespass or for conversion or for any damages to such motor vehicle or for the taking of same.
- 6.12 Nuisances. No rubbish or debris of any kind shall be placed or permitted to accumulate on or adjacent to a lot or any Common Area of the Pointe, and no odors shall be permitted to arise therefrom, so as to render any Lot or portion thereof or thing thereon unsanitary, unsightly, harmful or detrimental to any of the property in the vicinity thereof or to the occupants thereof, all of which shall constitute a nuisance. No nuisance shall be permitted to exist or operate upon any Lot. Without limiting any of the foregoing, no exterior speakers, horns, whistles, bells or other sound devices, except security devices used exclusively for security purposes, shall be located, used or placed on a Lot; provided that all such security devices shall be designed and maintained such that they shall automatically cease audible signals after ten (10) minutes, whether intermittently or continuously, and all water facilities and systems shall be designed and maintained such that they shall not cause continuous or repeated flow of water from the Lot. Any such device which continuously or intermittently or continuously or intermittently signals audibly for more than ten (10) minutes, and any water facility or system which causes continuous or repeated flow of water from the Lot shall constitute a nuisance. Owners are encouraged to maintain security devices and systems which are connected to and monitored continuously by a professional security service; and in all events Owners shall be obligated to re-design or modify any existing security device to prevent violation of the ten (10) minute audible signal limit, and any water facility or system which causes continuous or repeated flow of water from the lot. Should undue noise, water flow or other nuisance result from any air conditioning system or swimming pool filtering pump unit or units, or irrigation system, then upon request of the Association, by its agents, the Owner expeditiously shall design additional soundproofing or other control methods and,

upon approval of such methods by the Architectural Committee, the owner shall proceed expeditiously with necessary adjustments.

- 6.13 Trash Containers and Collection. No garbage or trash shall be permitted on any Lot except in closed receptacles screened from view from any Lot or street, and no accumulated waste plant materials will be permitted on any Lot. Trash and green waste may be placed at curbside for collection only on the day prior to municipal collection day(s).
- 6.14 Clothes Drying Facilities. No outside clotheslines or other outside clothes drying or airing facilities shall be maintained except in an area adequately concealed so as not to be seen from a street or any Lot.
- 6.15 Fires. There shall be no exterior fires whatsoever except barbecue fires contained within receptacles designed for such purpose.
- 6.16 Parking. Parking shall be governed by Rule 2.2.
- 6.17 Machinery and Equipment. No machinery or equipment of any kind shall be placed, operated or maintained upon or adjacent to any Lot except such machinery or equipment as is usual and customary in connection with the use, maintenance or construction of improvements. No machinery or equipment of any kind to be used in the construction of any Improvements shall be stored on any Lot more than thirty (30) days prior to the commencement of continued and uninterrupted construction of any such Improvements nor more than thirty (30) days after substantial completion of such Improvements.
- 6.18 Diseases and Insects. No Owner shall permit any thing or condition to exist upon a Lot which may induce, breed, encourage or harbor diseases or noxious insects.
- 6.19 Exterior Maintenance of Residences. Each Owner shall be responsible for providing for the regular and first class exterior maintenance of such Owner's Residence and all Improvements located on such Lot. Such exterior maintenance shall include the painting, repair, replacement and care of exterior building surfaces and skylights of the Improvements, and, in general, the maintenance of the exterior of such Improvements in good repair, and first class condition and appearance. All such work shall be identical in materials, color scheme and workmanship as the work originally approved by the Architectural Committee, unless the alteration thereof is approved in advance by the Architectural Committee in accordance with the provision of Article IV of the Declaration.
- 6.22 Landscaping and Exterior Maintenance of Lots. Each Owner shall be solely responsible for landscaping and maintaining the Owner's Lot in accordance with the requirements of the Declaration and these Rules.

6.22.1 Vacant Lots. Prior to construction of a residence, vacant Lots must be maintained at all times in good repair, first class clean condition and in such manner as not to cause a nuisance or create fire, safety or health hazards. Among other things, Lot must be free of trash and other debris, and, if necessary, must be landscaped, planted and irrigated in a manner which will prevent airborne dust, airborne weed seeds and other debris, annoyance and nuisances, and which shall prevent any risk of damage or injury by flooding or erosion, or siltation or blockage of drainage facilities. All trees and other vegetation must be maintained or eradicated to prevent damage to sidewalks, roads, curbs, walls, fences and other structures outside of or adjacent to the Lot, and to ensure that free and convenient usage of sidewalks is not impaired or obstructed. All areas must be

routinely maintained and be kept attractive in appearance and free of litter and notwithstanding any foregoing provision to the potential or actual contrary the View Channel restrictions must be complied with at all times.

6.22.2 Lot Cover. At any time a Lot has inadequate ground cover or is cleared of ground cover incident to construction or otherwise, adequate measures must be instituted immediately and maintained at all times (a) to prevent nuisances, annoyance and damages from airborne dust and debris, including but not limited to sprinkling as necessary, and (b) to prevent any risk of damage or injury by flooding, erosion or situation or blockage of drainage facilities.

6.22.3 Landscaping. The Owner shall, within ninety (90) days after substantial completion of the Residence, landscape the Lot in accordance with the plan approved by the Architectural Review Committee pursuant to the Declaration, and thereafter shall maintain such landscaping in first class condition. Lots fronting on two streets shall be landscaped along both frontages.

6.23 Pools. Owners, occupants and Tenants are strongly encouraged to have pools, outdoor spas, hot-tubs, ponds, fountains (hereinafter "Pools") maintained by a licensed pool maintenance contractor. All pools shall be maintained regularly and appropriately to avoid unsightliness, odors, insects, vermin and annoyance to others, any of which shall constitute a nuisance.

6.24 Drainage Facilities. Owners are obligated strictly to comply with the requirements of the Declaration and shall design, construct and maintain at all times in good and fully functional and adequate capacity, facilities for collection and channeling surface and subsurface water.

6.25 Right of Entry and Enforcement. In addition to every other right and remedy of the Association, the Board and its employees, agents and representatives shall have the power and right at any time and from time to time and without liability to any Owner or Owners, tenants, occupants or other persons for trespass, damage or otherwise, to enter upon any Lot and Improvements thereon to enforce any of the provisions of the repair the Improvements located on such Lot either as provided in the Declaration or Rules or if for any reason whatsoever the Owner fails to maintain and repair any portion of a Lot as required by the Declaration or Rules. No such entry shall be made until the Board gives the Owner a minimum of twenty-four (24) hours written notice and an opportunity for a hearing before the Board regarding any alleged failure to so maintain and repair; provided that in the event of emergency, or of a nuisance of a pervasive or intrusive nature which materially affects the tranquility, peace or quiet enjoyment of the occupant of any other Lot, or of continuing damage or risk or threat of damage to property, then only efforts which are reasonable in the circumstances need be exerted to provide oral notice and demand for abatement or correction, prior to such entry and abatement or authority, either in its own name, on its own behalf or on the behalf of any Owner or Owners who consent thereto, to commence and maintain actions and suits to restrain and enjoin any breach or threatened breach to this Declaration or the Rules and to enforce, by mandatory injunction or otherwise, all of the provisions of said Declaration or the Rules. The costs of any such action or suit, including reasonable attorneys' fees, shall be paid to the prevailing party.

7. CONSTRUCTION AND LANDSCAPE MAINTENANCE. In addition to all laws, ordinances and government regulations and the Declaration, including but not limited to Article IV, construction activities and landscape maintenance shall be governed by the following rules.

## 7.1 Fees, Deposit and Undertakings.

7.1.1 Review Fees. The Owner shall be required to pay such reasonable fees as are established from time to time by the Architectural Review Committee for review of proposed design and construction plans.

7.1.2 Deposit. The Owner shall be fully responsible to the Association for the conduct of the Owner's contractor. "Contractor" in these Rules is defined as the general contractor, his subcontractors, their subcontractors and all of their employees and delivery persons. Before commencement of construction is granted, a Construction Deposit of \$5,000.00 payable to the Association, will be required to ensure compliance with the Declaration and these Rules and that damages to the Common Area caused by the Contractor are repaired and site cleanliness is maintained at all times. Refund the Construction deposit in part or in whole is contingent upon the conduct the Contractor. The Owner will be asked only once to resolve an undesirable condition created by the Contractor and the Contractor will be afforded a reasonable amount of time to do so. Thereafter, the Association may take whatever action the Board feels necessary to remedy the condition, paying for it from the deposit, but if such deposit is insufficient, the Owner and Contractor shall be jointly and severally liable for the balance. Refund of the deposit will be made only after:

- (i) the architect has certified completion of construction;
- (ii) a satisfactory post-construction inspection by the Architectural Review Committee is accomplished;
- (iii) landscaping has been completed in accordance with Rules 6.22; and
- (iv) deduction for all damages, fines and other sums due the Association.

7.1.3 Written Undertaking. Upon and in connection with final plan approval, and prior to commencement of the work, the Owner and Contractor must execute an agreement prescribed by the Association whereunder, among other things, the Owner and Contractor agree to be jointly and severally liable to the Association for compliance by the Contractor with all laws, rules and regulations, the Declaration and these Rules, and for damages incident to the work, acts and omissions of the Contractor, and shall identify workers and vehicles to have access during the course of the work, and shall acknowledge that access shall be subject to such requirements and procedures as may be established by the Board.

## 7.2 Construction Activities and Landscape Maintenance. All construction and landscape maintenance activities, personnel and vehicles shall be governed by the following:

7.2.1 Access and Rules of the Road. Access to the Pointe and use of roadways by contractors shall be subject to the Rules, including but not limited to Rules 2.1, 2.2 and 2.3. In addition, all vehicles must be parked at the roadside and no activity shall be allowed at any time to block, restrict or impede the continuous flow of traffic. No contractor vehicles may remain on the Pointe after 7:00 p.m. No access shall be allowed after 5:00 p.m. without written permission from the Owner.

7.2.2 Damages. Heavy equipment must be kept off curbs and sidewalks. All damages to common area property of the Association or the property of any other person shall be the joint and several liability of the Owner and his Contractor.

7.2.3 Hours and Days. Construction and landscape maintenance on any lot by outside workers shall be permitted only during the following days and hours:



1. Monday through Friday: 7:00 a.m. to 6:00 p.m.; and
2. Saturday: 9:00 a.m. to 5:30 p.m.

Construction and landscape maintenance work is not allowed by outside workers on Sundays and State and Federal holidays. However, noiseless, interior work is allowed.

7.2.4 Departure. All “pau hana” and “topping off” parties must remain entirely within the Owner’s Lot, and must disband by 7:00 p.m. On normal work days, all construction personnel and vehicles must depart the Pointe by 6:00 p.m.

7.2.5 Noise. All noise made by construction personnel, vehicles and equipment must at all times comply with the regulations of the State of Hawaii Department of Health, Title 11 Administrative Rules, Chapter 43, Community Noise Control for Oahu, and at no time shall any noise be greater than reasonably necessary nor shall a nuisance be maintained. No amplified music shall be played so loud as to be heard outside the Lot.

7.2.6 Cleanliness and Debris. All construction sites and activities shall be kept as clean as circumstances permit. All debris shall be hauled from the Ridge regularly and not less frequently than weekly. Debris shall not be discarded, or be allowed to be blown, drift, roll, flow or migrate from any Lot or out of any vehicle. All such debris shall be picked up immediately and covered to prevent recurrence. Mixing of concrete shall not result in any spillage onto streets, curbs, gutters or sidewalks, nor shall runoff, slurry, water or any other viscous or liquid waste or residue be drained or allowed to flow into streets, drains, gutters, sidewalks or other property.

7.2.7 Dust. Dust shall not be allowed to drift or be blown from any Lot or vehicles. Vehicles shall be covered as necessary. Lots shall be sprinkled and all other mitigative measures shall be employed as necessary to prevent ambient dust.

7.2.8 Adjacent Lots. No Lot or property other than the construction site may be entered, used, or crossed in whole or whatsoever, without the prior and continuing written permission of the Owner of such other Lot or property.

7.2.9 Violations. In addition to every other right or remedy of the Association, violations of the Rules may result in such Contractor being barred temporarily or permanently from the Ridge, whether with respect to work for the Owner for whom the Contractor is currently working or for any other Owner for whom the Contractor might wish to work.

## 8. RESPONSIBILITY, VIOLATIONS, PENALTIES.

8.1 Responsibilities of Owners. Each Owner shall be jointly and severally responsible and liable for the conduct of such Owner’s Residents, family members, Tenants, renters, guests, employees, invitees, licensees, contractors, subcontractors or delivery persons, and shall, upon request of the Board or the Board's representative, immediately abate and remove, at the Owner’s expense, any structure, thing or condition which is a violation of the Declaration or any Rule. If the Owner is unable to control the conduct of the Owner’s resident, Tenants, renters, guests, employees, invites, licensees, contractors, subcontractors or delivery persons, then the Owner, upon request of the Board or the Board's representative, shall immediately remove such resident, Tenants, renters, guests, employees, invitees, licensees, contractors, subcontractors or delivery persons from the premises without compensation for lost rentals or any other loss or damage resulting therefrom.

8.2 Violations of Rules. In the event of a breach of any Rule or any provision of the Declaration, the Charter or By-Laws by a Lot Owner, or such Owner's Resident, family, guests, employees, invitees, licensees, Tenants, contractors, subcontractors or delivery persons, the Board, for and on behalf of all other Lot Owners, shall enforce the obligations of each Owner to obey, or the Owner's obligation to compel their family, guests, employees to obey the Rules, the Declaration or other provisions, in any manner provided by law or in equity, including but not limited to appropriate hiring of legal counsel, the pursuing of legal action, suspension of the Owner's right to use the Common Area Improvements of the Pointe or suspension of the Owner's voting rights; provided, however, that such suspension may not be for a period in excess of thirty (30) days after the violation ceases. In addition to the other rights and remedies of the Association, the Board, by majority vote, may levy a fine or fines against such Owner, after appropriate notice and hearing as provided by the Declaration or these Rules, in an amount for each such violation as imposed pursuant to the Declaration or these Rules. Each such fine or fines shall be payable immediately upon being effective. The Owner shall be jointly and severally liable for fines imposed respecting violations by the family, guests, employees, invitees, licensees, Tenants, contractors, or fines may be enforced in the same manner as set forth in Section 7.6 of the Declaration.

8.3 Notice and Hearing Before the Board of Directors.

8.3.1 Written Notices: Prior to the imposition of a fine or other administrative penalty, the Owner shall be given written notice of violations and of the proposed fines and/or administrative penalties. The notice shall state (i) a summary of facts constituting the violation(s), (ii) the proposed fines and/or penalties, if any, and (iii) that the Owner shall have ten (10) days (or such other reasonable period of time as the Board may specify) after the date of the notice to deliver to the Board a written statement of any specific facts and any other reasons for denial of the violation and any other objections, and, if the Owner so desires, a request to address the Board in person. If the Owner fails to present a written statement as required, then the violation shall be deemed conclusively to have occurred and the fines and/or administrative penalties shall be effective and final.

8.3.2 Review. If the Owner presents a written statement as required, then at its next meeting the Board shall consider the matter and a personal presentation by the Owner, if any, and determine whether a violation occurred and whether the fines and/or penalties should be adjusted. The Board of Directors shall give written notice of its decision to the Owner, which decision shall be final.

8.4 Attorney's Fees and Costs. In the event legal counsel is retained or legal action is instituted by the Board for or in connection with any violation or any contest thereof or hearing thereon, any settlement prior to judgment or any judgment rendered in any such action shall include costs of collection, court costs and reasonable attorneys' fee.

8.5 Fines and Penalties. In addition to all other provisions of these Rules and all other rights and remedies of the Association and any other Administrative penalties permitted by law, the Declaration and these Rules, violations may result in written warnings, and/or fines of \$25 to \$100 per diem being imposed by the Board of Directors. Violations that continue for more than one day may be deemed to be separate violations each day such violation continues.

9. GENERAL.

- 9.1 No Limitation. Notwithstanding anything in these Rules to the apparent, potential or literal contrary, nothing in these Rules shall in any way waive, supersede, limit, diminish or reduce any restriction, obligation or liability pursuant to the Declaration or any other governing document, nor shall any Rule, any reference to or absence of reference therein to any designated or potential fine, penalty or remedy, in any way waive, supersede, limit or diminish any other right, power or remedy of the Association or any penalty or fine that might be imposed by the Association.
- 9.2 Interpretation. These Rules shall be liberally construed in order to effectuate to the greatest extent possible the goals, policies, intent and purposes stated in the Declaration and these Rules.
- 9.3 Nonwaiver. The forbearance or failure to enforce any covenant, condition or restriction contained in the Declaration or these Rules shall not constitute a waiver of any right to enforce any such provisions or any other provisions thereof.
- 9.4 Severability. The invalidity or unenforceability of any provisions of these Rules shall not affect or invalidate any other provision, all of which other provision, all of which other provisions shall be enforceable to the greatest extent permitted by law.
- 9.5 Defined Terms. Capitalized terms used herein shall, unless otherwise defined herein, have the same meanings as set forth in the Declaration.
- 9.6 Singular Includes Plural. The singular shall include the plural and the plural the singular unless the context requires the contrary, and the masculine, feminine or neuter shall each include the masculine, feminine and neuter, as the context requires.
- 9.7 Rules Severable. The Rules shall be deemed independent and severable, and the invalidity or partial invalidity of any provisions or portion thereof shall not affect the validity or enforceability of any other provision or portion thereof.
- 9.8 Incorporation by Reference of HLR Association Rules. Owners, Residents and Tenants are also subject to HLR Association Rules and the Association adopts and incorporates herein said HLR Association Rules as it relates to the Pointe and the Association shall have the right to enforce the HLR Association Rules against the Pointe Association Owners, Residents and Tenants to the extent violation of the HLR Association Rules affect the Pointe..