

**HALE ROYALE
ASSOCIATION OF APARTMENT OWNERS**

HOUSE RULES

The purpose of the House Rules is to protect all occupants from annoyance, noise, and nuisance caused by improper use of the common elements and **condominiums**, and to protect the reputation, value, and desirability of HALE ROYALE by providing maximum enjoyment and tranquility of the premises. It is the responsibility of every owner at HALE ROYALE to follow the House Rules and to ensure that all occupants, their families, tenants, guest, employees, and any other persons using the premises on their behalf follow the House Rules. The actions of all occupants, their families, tenants, guest, employees, and any other persons using the premises on their behalf are the responsibility of the owner. Landlord owners and their rental agents shall keep these House Rules on file and deliver them to new tenants. The Board of Directors is responsible for enforcement of the Declarations, By-Laws, and House Rules, and has delegated the responsibility for enforcement to Management Personnel and the Managing Agent. All penalties and fines for failure to follow these approved House Rules are subject to determination by the Board of Directors and/or the Managing Agent of Hale Royale. Hale Royale Management (Resident Manager, Site Manager, Managing Agent, and Board of Directors) uses video cameras to protect and assist in the monitoring of the property. Please contact the Office if you have any questions regarding the House Rules.

OFFICE

Phone (808) 463-2449

Email: haleroyaleaoaorm@gmail.com

3788 Lower Honoapiilani Road

Lahaina (Maui), HI 96761

IMPORTANT NOTICE: Violations of any of the House Rules require immediate correction (See PENALTIES section below for details). Mahalo for Your Cooperation.

1. GENERAL RULES AND REGULATIONS

All persons residing on or visiting the premises shall be bound by standards of reasonable conduct and shall conduct themselves in a manner that will not disturb or interfere with the rights, comfort, and enjoyment of others. Of course, no written rules can cover every situation. In many circumstances, common sense and consideration for the rights and feelings of others will have to be our guide and what is in the interest of safety.

1.1 VOICING COMPLAINTS AND/OR CONCERNS

1. Owners, unless invited, are prohibited from disrupting the peace and quiet enjoyment of the volunteered owners who are voted in by the membership to serve as their Board of Directors (this policy extends to family members of current board of directors).
2. Unannounced visits to board members' private residences or approaching them in public to voice personal views, complaints and/or concerns regarding association matters is strictly prohibited.
3. VIEWS, COMPLAINTS AND/OR CONCERNS WILL BE SUBMITTED IN WRITING to the Resident Manager or Community Association Manager for delivery to the Board of Directors.
4. Unless an emergency situation, owners are prohibited from disrupting the peace and quiet enjoyment of the Resident Manager and member(s) of his/her family by unannounced visits, especially during the Resident Manager's scheduled days off and Quiet Hours. These scheduled days off and Quiet Hours are posted on the Hale Royale website and may be changed from time to time.

1.2 TENANTS

1. TENANTS are the responsibility of the individual owner, not the association.
2. Tenants must communicate directly with the owner or the owner's agent.
3. Only owners may provide VIEWS, COMPLAINTS AND/OR CONCERNS IN WRITING to the Community Association Manager for delivery to the Board of Directors.

1.3 NO SOLICITATION ON PROPERTY

1. In compliance with the By-Laws, no one shall post any advertisement, bill, poster, or other sign on or about the property, except as authorized by the Board.
2. The Board does allow for posting of small signs on the bulletin boards for items for sale by individual Owners or tenants. Approved "For Sale by Owner" signs will be allowed for holding an "Open House" during daylight hours.
3. The sign must be of average real estate "For Sale" sign size, include the unit number that is for sale and be placed at property entrance. This is in keeping with the rules which apply to all real estate companies.

1.4 EMERGENCIES

1. If police, fire department, paramedic, ambulance, doctor or other emergency help is required, **calls should be made directly to them or to 911** and brought to the attention of Management as soon as possible.
2. Should the police be called by Management for a disturbance caused by a resident or their guest, fines may be imposed on the offending resident's owner by the Board of Directors (see FINES section below for details).

1.5 RIGHT OF ACCESS

1. Pursuant to the By-Laws, right of access shall be granted to the Managing Agent and/or any person authorized by the Board or by the Managing Agent for inspection, installation, alterations, or repairs of any condition originating in any condominium unit which threatens another unit or a common element.
2. Requests for entry should be made in advance at a time convenient to Owner or Occupant. In an emergency, the right of entry is deemed granted whether or not the Owner or Occupant is present.
3. Move-in, move-out, and delivery of large items must be coordinated through the Office.

1.6 SPEED LIMIT

1. The speed limit **of 5 MPH** throughout the property is posted and must be adhered to.
2. The ingress and egress is via a **ONE-WAY** drive and, for the safety of everyone, must be used **ONLY** in the proper direction by all vehicles, bicycles, mopeds and motorcycles. Exceptions for Hale Royale employees and approved vendors/workers may be permitted.

2. OCCUPANCY

1. The condominiums shall be occupied and used only as private dwellings.
2. Owners who live off-island and rent their apartments shall, in accordance with Hawaii state law, must have an on-island rental agent and must notify the Site Manager of the name, address and phone number of the rental agent.
3. Short Term Vacation Rentals have been prohibited by the Governing Documents of Hale Royale Association of Apartment Owners (See PENALTIES section below for details).
4. Residents shall ensure that their apartment's smoke detector is working at all times and shall replace the batteries as necessary for continued operation.
5. The condominium Owner shall be responsible for the conduct and behavior of **all** persons occupying or visiting his/her unit.
6. The Owner or Owner's agent must notify the Resident Manager of the name of the Lessee(s).
 - a. Immediately upon occupancy, Lessee(s) must personally register with the Site Manager and maintain a current registration of each occupant residing in the condominium, including name(s), unit number, phone number(s) and signature(s). In the event the office is closed, then registration must be made as soon as it reopens. If complete registration with the Site Manager is not completed by owners and/or tenants in any condominium within ten (10) days of occupancy, a \$250 fine will be assessed against the Owner.
7. Lessee(s) shall furnish the Board and/or the Management with other reasonable information as shall be requested from time to time.
8. Each occupant is to notify the Office of the names and phone numbers of person(s) and/or physician who should be contacted in case of an emergency.

9. **Please remember to have common courtesy for your neighbors.**

3. GENERAL MAINTENANCE STANDARDS

1. Owners are responsible for the maintenance and upkeep of their windows, doors, and screens, and shall take appropriate action to repair or replace as needed in a timely manner.
2. No activity shall be engaged in, nor any substance introduced or manufactured within the buildings, which might result in a violation of the law or in any way jeopardize insurance coverage or result in an increase in insurance rates.
3. Use of barbecue grills, hibachis, or similar open flame cooking devices inside of condominium unit is not allowed.
4. Littering is not allowed.

4. GENERAL LANAI STANDARDS

1. Lanais are to be kept in a neat, clean, and orderly condition at all times.
2. Garden hoses are allowed but must be kept in a neat and orderly fashion to prevent a trip hazard.
3. Lanais are not intended for storage, nor is the common area surrounding lanais.
4. Bicycles and/or surf boards kept on lanais must be covered and must NOT be visible.
5. Climbing or sitting on lanai railings is prohibited.
6. The condominium Owner is responsible for the care and maintenance of his/her lanai(s).
7. An Owner must receive written approval from the Board before painting or decorating the walls or ceilings or replacing floor covering of the lanai(s).
8. Nothing shall be thrown from lanais, windows, entrance balconies, etc.
9. Cigarettes and matches are a fire hazard, and cigarette butts are considered litter.
10. Decorative lighting is limited to 2 strands not to exceed 30'. Lighting should be tasteful and should not be blinking except during the Holiday period Thanksgiving through January 1st.
11. **SMOKING IS NOT PERMITTED ON LANAIS.** SMOKE MAY NOT INTERFERE with one's neighbor's enjoyment of their unit.

4.1 ITEMS PERMITTED ON LANAIS

1. Lanai furniture appropriate in style and in good repair, the aggregate of which must be reasonable.
2. Plants in containers that prevent water damage, properly maintained, and in reasonable quantity.
3. Slat-type or roller blinds of solid color conforming to building colors.
4. Storage boxes not to exceed 4' and must be esthetically agreeable to the color of the building and in good shape.

4.2 ITEMS NOT PERMITTED ON LANAIS

1. No loud stereos, radios, televisions, bedding, laundry, tools, gardening materials, appliances (refrigerators, freezers, washers, dryers etc.), parts and equipment, mops or cleaning supplies, paraphernalia, trash containers, trash bags, or other items not specifically permitted above.
2. Building materials are not permitted except during renovation of that particular unit, and only after approval of the Board of Directors or Managing Agent.
3. No clotheslines or drying racks, either permanent or temporary.
4. No storage or use of Barbecue Grills, Hibachis, or similar open flame cooking devices.
5. No items may be hung from any lanai railing.

4.3 LANAI SCREENS

1. Installation of lanai screen doors and screen sunshades requires a written request for construction and approval by the Board of Directors.
2. Roll-up practical sunshades are approved specifically for upper floors.
3. All lanai screens and doors must be of a professional quality.
4. The screens and frames must be bronze.
5. For safety purposes, no lanai may be screened in without an entrance/exit sliding door.

5. COMMON AREAS

Common areas include, but are not limited to: POOLS, SPA, SAUNA, BBQ AREAS, TENNIS/MULTI SPORT COURTS, LAUNDRY ROOM, LAWNS, GARDENS, SIDEWALKS,

GUEST & RESERVED PARKING SPACES, OWNER ASSIGNED PARKING SPACES AND DRIVEWAYS.

5.1 GENERAL COMMON AREAS

1. Stairways, landings and front entrances of all units shall be used as ingress and egress only.
2. Stairways, landings and front entrances are not to be used for socializing, loitering, or as smoking areas.
3. Smoking is defined as use of any type of tobacco, cannabis, or vaping.
4. Smoking is allowed in designed smoking areas only. Designated smoking areas are at the west side of the multisport court and by the car washing area.
5. Sidewalks, stairways, landings, and passageways must not be obstructed in any way.
6. No garbage cans, trash bags, household supplies, or similar articles shall be placed outside the unit area or in any common area.
7. No items of personal property shall be left in any common areas. Articles of any kind left in common areas will be removed and disposed of pursuant to Chapter 514B, Hawaii Revised Statutes.
8. Association furniture placed in common areas is for use in these specific areas and must not be removed, altered, or transferred to other areas.
9. Defacing, damaging, removal, alteration, or destruction of the common elements, including landscaping, is prohibited and subject to fines.
10. The Owner will be responsible for the cost of any damage caused by the Owner's occupants, their families, tenants, guests, employees and any other persons using the premises, and such damage or destruction may result in a complaint filed with the Police Department.
11. Toilets, sinks, and other water apparatus in the building shall not be used for any purpose other than for those which they were designed, nor shall any sweepings, rubbish, rags or other articles be thrown into them. This also applies within the individual condominium units.
12. Garage, yard, or moving sales are permitted on property, but only with the written approval of Management.
13. Scooters, bicycles, tricycles, skateboards, and similar items shall not be operated on walkways, sidewalks, or in any other common area of the property.

14. Personal music players may be used in common areas to create personal ambiance between the hours of 8:00 am to 9:00 pm. Boom boxes and large speakers are prohibited.
15. Under no circumstances may the volume exceed 60 decibels in any common area, especially in the pool areas. Hale Royale is considered a Class B zone in Hawaii, and 60 decibels is the standard permissible noise level for a Class B zoned facility.

5.2 COMMON AREA LANDSCAPING

1. With the approval of Management, Owners/tenants may place individual planters within the confines of the flowerbeds established by the AOA landscaping staff.
2. Owners/tenants may also plant special or personally chosen plants to enhance the planted area in back of their unit, so long as they do not have the potential to cause harm (i.e., thorns/large cactus/roses) or be deemed to have the potential to be a breeding area for insects.
3. All plantings must be kept neat and not be allowed to overrun or overgrow any area adjacent to the individual unit.
4. The addition of paving stones, rocks, bricks, etc. requires the written approval of the Board after consultation with the Landscaping Manager regarding potential problems these physical objects may cause to the maintenance of the property.
5. At no time does the association assume the responsibility for financial reimbursement for any personal landscaping or the replacement of plants, rock or stone arrangements that may need to be removed to address sprinkler or drainage problems, or any other landscaping changes needed to the common elements.

6. POOLS, SPA, SAUNA, BBQ AREAS & TENNIS/MULTI-SPORT COURTS (RECREATIONAL FACILITIES)

Recreational facilities hours are from 8am to 9pm.

1. Residents and guests must observe ALL rules posted at the recreational facilities. An Owner will be held responsible for the behavior of their residents, tenants and guests.

2. All persons shall comply with the requests of Management in respect to matters of personal conduct in and about the recreational facilities.
3. A limit of four guests per condominium may use the recreational facilities at any given time without prior approval by Management.
4. Children under the age of 13 must be accompanied and supervised by a parent, legal guardian, or qualified adult at all times while at any recreational facility.
5. Glass containers are prohibited at the pools and hot tub.
6. BBQ's may not be left lit and unattended.
7. Personal music players may be used in common areas to create personal ambiance. Boom boxes and large speakers are prohibited. Please be mindful of the maximum volume of 60 decibels.
8. Please remove all items brought with you to any recreational facility and leave the area clean and orderly.
9. After hours pool and/or hot tub use will be considered a Major Behavioral Violation, and the owner will incur an immediate fine (see FINES section below for details).
10. The tennis court is for tennis only. All players must have proper non-marking tennis shoes.

7. NOISE AND NUISANCE

QUIET HOURS ARE 9 P.M. TO 8 A.M.

1. NO nuisances shall be allowed on the premises, nor shall any use or practice be allowed which is improper or offensive and unreasonably interferes with the peaceful possession by Owners or occupants of other units.
2. The first time Management summons the police for a nuisance to the property, a \$200.00 violation fine will be imposed on the property Owner, and additional fines may be levied for other House Rules violations. Fines **DOUBLE** for subsequent violations of this section.
3. Occupants shall avoid excessive noise of any kind at all times.
4. Loud talking, screaming, playing radios, televisions, stereos, musical instruments, etc. must not exceed 60 decibels or cause a nuisance to other occupants anywhere on property, regardless of the hour of the day.

5. Please be mindful that loud talking at your car can disturb residents, as many cars are parked just outside bedroom windows.
6. Occupants shall keep their condominium unit in a sanitary condition at all times.
7. Occupants or guests shall not use abusive, obscene, or threatening language, or commit assaults against any residents, staff, Management or Managing Agent. Such acts are considered Major Behavior violations and, as such, a \$200 fine will be imposed on the Owner on first occurrence, \$500 fine will be imposed for the second occurrence, and **finest will DOUBLE for each subsequent occurrence thereafter.**
8. In addition, an Owner who is unable to control their occupant's conduct when asked by Management (per Chapter 521 of the Residential Landlord/Tenant Code) shall immediately use all reasonable and legal means available to remove such lessee(s), renter(s), or guest(s) from the premises, without compensation for lost rents or any other loss or damage resulting there from.

8. PARKING

8.1 GENERAL PARKING

1. Violators of parking rules may be fined and/or have their cars towed.
2. Each condominium has the exclusive right to one assigned parking space designated by a specific number.
3. Since these spaces are defined as a "Limited Common Element", all improper parking violations in their space is the responsibility of the unit owner.
4. All motor vehicles parked on the property must be operable and have a current license and safety inspection **and must not be an eye sore.**
5. Owners and tenants must register their motor vehicle(s); i.e., the make, model, color and year of the vehicle(s), and the license plate number(s), and maintain a current registration of each vehicle with the Site Manager.
6. Residents' vehicles must receive and affix a Hale Royale parking sticker within 10 days of occupancy. Residents' vehicles without a Hale Royale parking sticker are subject to fines (See PENALTIES section below for details).

7. If the vehicle has a formal notice of Non-Operation by DMV, please provide such notice to the Resident Manager to keep on file. This is the only exception for the required proof of current registration and safety sticker.
8. No cars may be parked or left unattended in any loading areas, restricted parking areas, or driveways.
9. NO PARKING IN THE SPACE BACKWARDS. This emits odors into the units in front of your parking stall.
10. Cars are requested to park within 24" of the parking bumper.
11. If unauthorized vehicles are parked in an owner's assigned parking space, the vehicle may be towed.
12. Unauthorized vehicles parked in Guest or Reserved spaces, or restricted parking areas, or vehicles parked overnight without a permit will be towed at the owner's expense.
13. When workmen are performing work on an apartment, or if any occupant orders deliveries of any kind, the occupant shall advise them to use the occupant's parking space, Guest Parking, or park on the street.
14. All guests must park in Guest Parking spaces **ONLY**.
15. Guest Parking Spaces are marked and may be used for overnight parking **ONLY** with a permit obtained at the Office.
16. The unit owner/ tenant is responsible for their guests obtaining a parking permit. If the Office is closed, a large legible sign must be placed on the dashboard, giving the name, telephone number and unit number where the guest is staying. If needed, a permit must be obtained the following day.
17. It is the responsibility of the Owners/tenants to inform their guests not to park in numbered or reserved spaces.
18. All costs and penalties incurred will be the responsibility of the condominium Owner and/or the owner of the motor vehicle.
19. Washing cars is permitted in the designated area **located at the top of the property near the laundry facilities only**. Occupants cleaning or polishing cars on the premises shall clean the area thoroughly before leaving, making certain that the water is not left running. The washing of vehicles and disposal of excess water shall be done in such a manner so as not to violate any federal, state or county laws related to hazardous waste.

20. Major repairs to motor vehicles are not permitted in the parking spaces, or in ~~on~~ any of the common areas, except in case of an emergency and with written notification to and permission of Management.
21. Changing oil or transmission fluids is not permitted on property.
22. Owners are responsible for cleanliness of their respective parking spaces, including the removal of motor oil or grease left by leaking vehicles. Failure to do so will result in a cleanup being ordered by Management and the Association will bill the Owner of the condominium. **A fine may be imposed for continued oil spills in parking stalls either owned or leased in the amount of \$200.**
23. Parking spaces may only be used for parking a motor vehicle. Boats, trailers, or recreational vehicles are not permitted.
24. Motorcycles and mopeds may only be parked in parking spaces in such a manner as not to restrict means of ingress and egress.
25. Parking areas are not intended for recreational or play activities of any kind. Residents are responsible for their visitors complying with these parking rules.

8.2 RESERVED PARKING SPACES

1. Reserved Parking spaces are leased on a first come, first served basis.
2. A waiting list is the guide for the next occupant, provided the occupant is a two-car family with at least two licensed drivers who occupy the unit as their primary residence.
3. **Reserved Parking Fees are to be paid monthly in advance** and are due and payable **on the first day** of the **month**. Failure to pay on time will result in that space becoming immediately subject to forfeiture. Reserved Parking spaces may not be sublet to other parties, nor do they roll over to the next owner/tenant of the unit.
4. **The only vehicle to be parked in your reserved stall is the vehicle noted on your registration form. Guests may not use your reserved parking spot.**

When an Owner purchases a home off property and changes their legal residence, a Reserved Parking lease is terminated, and the space reverts back to the AOA. The space will then be made available to the next resident on the waiting list. This does not apply to an Owner/tenant who relocates to a different unit on property.

9. TRASH/GARBAGE DISPOSAL & RECYCLING

1. Garbage, rubbish, and other trash shall be disposed of only in receptacles and areas specifically provided for them.
2. All garbage is to be placed in plastic bags and securely tied prior to disposal.
3. Boxes are to be broken down and flattened prior to being placed in the trash receptacle.
4. Please do not leave any items, including construction material, in or around the trash dumpsters. The refuse company may not pick up the items and employees of Hale Royale are left to dispose of the items.
5. If the refuse company does pick up extra items or construction material, the cost to dispose of this is charged at a higher rate and will be billed back to the unit Owner disposing of such materials.
6. Construction materials are **NOT** to be placed in the Association's trash/garbage containers or dumpsters. These materials must be removed from the property by the Owner/tenant at their own expense. Failure to do so will be considered a Major Behavioral violation and fines will be imposed accordingly. (See PENALTIES section below for more details).
7. All recyclable items are to be placed in the appropriate bin. **These items must be separated without additional items considered to contaminate the recycled material. Example: you cannot mix plastic with glass or aluminum with plastic, etc. Therefore, you should remove the recycled items from plastic bags before disposing in appropriate bins. Please consult the resident manager if you have questions regarding proper disposal of recyclable items. If we are fined by the disposal company for contamination of recyclables, it will be the Board of Directors decision to discontinue the recycle program. If you have tenants, it is your responsibility to inform them of this rule.**

10. BUILDING MODIFICATIONS

1. No structural changes or installation work of any type shall be permitted inside or outside an apartment or within any Common or Limited Common Element without prior written approval from the Board of Directors, consistent with the provisions in the governing documents and in Chapter 514B, Hawaii Revised Statutes.

2. An alteration request form must be completed and submitted to the Resident Manager or Managing Agent with a deposit of \$250. Once the completed form and check are received, the Board will review and inform the owner of approval decision.
3. Approval for alternation(s) must be obtained before any work commences.
4. Construction hours are from **8 A.M. UNTIL 5 P.M., Monday through Saturday six (6) days per week, with Sunday being a no construction day.**
5. Owners who wish to install air conditioners may do so only with the written permission of the Board.
6. Split System Air conditioners may be installed with proper drainage but must be approved before installation. Split System AC condensers shall only be placed on the ground of the lanai.
7. Window/Wall AC units may not protrude through any portion of the building except on the lanai. A diagram must be submitted for the Board to review before installation.
8. Plumbing, electrical, and structural systems shall be installed by a licensed, insured, and bonded professional, fulfilling all requirements mandated by Maui County.
9. If required, the Owner must obtain a Maui County building permit and proof of such permit shall be submitted to the Board. This refers to installation requiring plumbing or electrical changes, or structural changes to existing floor plans: i.e., increased electrical usage (220 volt) or running new electrical lines, having to run new water lines within the common element and/or building walls, or containment areas, which impact existing floor plans.
10. Any non-emergency work requiring the water or electricity of a unit to be shut off requires a 48-hour notice to be given to Management and to adjacent or affected units.
11. Venting for the dryer must be through the existing venting system. No new venting will be allowed to extend out of any building.
12. No radio, television or other antenna shall be erected or installed on or within the premises of the complex.
13. Nothing shall be allowed, performed, or kept in any apartment or common element which will overload or impair the floors, walls, or roofs of the building or cause any increase in the ordinary premium rates or the cancellation or invalidation of the Association's insurance.

14. No awnings or other projections shall be attached to the outside walls of any building or the exterior portion of any door without the prior written consent of the Board, consistent with the provisions in the governing documents and in Chapter 514B, Hawaii Revised Statutes.
15. Hale Royale has an approved conforming security screen door for front door installation or replacement. Installation of a screen door must be approved using the Alteration Request Form and be approved by management. The approved screen door has taken into consideration quality, security, and aesthetics.
16. Please contact the Resident Manager for Dealers and further information.
17. The deposit will be refunded in full once construction is complete, barring any damage to any common element.

11. HAZARDOUS MATERIALS

1. Flammable substances, oils, or fluids (such as gasoline, kerosene etc.) or other explosives (such as fireworks etc.) deemed hazardous to life, limb or property, are not permitted in apartments or on lanais.
2. The disposal of hazardous materials shall be done in such a manner so as not to violate any federal, state or county laws related to hazardous waste.
3. No activity shall be engaged in, and no substance introduced into or manufactured, within any building or on the property which might result in violation of the law or affect insurance ratings.

12. PETS

In accordance with the By-Laws: Household pets are defined as indoor cats, caged birds and aquarium fish and may be kept by condominium occupants (with prior written consent of the Owner) in their respective condominiums.

1. All Owners/Tenants needing ADA Service Animals and/or Emotional Support Animals will complete and submit the Assistant Animal Pet Policy Documents to the office of the Managing Agent. Pet rules and Guidelines still apply.
2. These documents are available on the website, Resident Manager's office and the Managing Agent for the Association.
3. No pets are allowed outside any apartment or in any common area at any time unless on a leash or in transit in a closed and secured pet container.
4. Pets are not allowed in any recreational area or laundry room at any time.
5. No animals other than those permitted above are allowed in the property without written approval from the Board of Directors. Notwithstanding,

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visually impaired persons may keep guide dogs as defined in Chapter 515, Hawaii Revised Statutes, and physically impaired persons may keep service animals as defined in Chapter 515, Hawaii Revised Statutes, in their condominiums and may use such dogs/animals as reasonably necessary to their enjoyment of the property.

6. Any pet causing a nuisance, health or safety hazard, or unreasonable disturbance to any other occupant, shall be promptly and permanently removed from the property upon notice given by the Board of Directors, Managing Agent, or Management personnel.
7. If a pet is deemed a nuisance, or if the terms of these rules and procedures are not fully complied with, the Management Company will issue a House Rule Violation Notice. After one such notice, subsequent violations may be subject to fines (See PENALTIES section below for more details).
8. Owners accept full responsibility and liability that may arise from pets belonging to them or their tenants.
9. Any Owner or occupant whose pet causes infestation of any part of the property by such vermin shall be specifically assessed for the cost of such pest treatment as is required to remove the infestation.
10. Feeding stray animals is strictly prohibited.
11. Pet owners must not allow their pets to defecate or urinate in the interior garden areas of Hale Royale.
12. A dedicated pet relief area is located to the south of the tennis court for pets to use.
13. Residents with physical disabilities and a service animal shall make their best efforts to use the designated pet relief area.

13. SHORT TERM VACATION RENTALS

Short term vacation rentals are prohibited per the Associations Amendment to the Governing Documents dated March 21, 2017.

1. Short term vacation rental activity is not permitted at Hale Royale. Lease terms must be for a period of six (6) months or longer.
2. Fines and Penalties for STVR are as follows: 1st Offense: Owner will incur fine of \$1,000 One Time and Cease and Desist 2nd Offense: Owner will incur fine of \$2,000 PER DAY OF STAY 3rd Offense: Owner will incur fine of \$5,000 PER DAY OF STAY.

14. PEST SPRAY

Bug spray treatment is vital to help ensure the sanitary living conditions of each individual apartment as well as the entire complex.

1. Owners are responsible for complying with the Community's bug spray treatment plan.
2. Refusal of treatment must be submitted to the Site Manager via a completed accommodation form accompanied by a letter from a medical provider documenting why refusal is necessary, and in such cases, alternative bug treatment will be required by the Owner at the Owner's expense.
3. If these documents are not provided, Management reserves the right to allow access to the pest spray service provider.

15. PENALTIES

Unless the amount of the fine has been specified above, violations will be subject to fines imposed by the Managing Agent under the following schedule:

15.1 FIRST VIOLATION (NON-MAJOR)

1. First violation may receive a warning or \$100 fine at Management's sole discretion.
2. Subsequent Violations: Fines DOUBLE for each occurrence
3. Any time Police are called to the property by Management for any violation, including noise or nuisances, an automatic \$200 fine will be imposed on the property Owner in addition any other fines that may be levied for additional House Rules violations. Fines DOUBLE for subsequent violations of this section.

15.2 MAJOR BEHAVIORAL VIOLATION

1. First Violation: \$200 Fine
2. Subsequent Violation: \$500 Fine. Fines will DOUBLE for each subsequent occurrence thereafter.
3. Occupants may be also required to leave the property. A criminal complaint may be filed.

15.3 VANDALISM

1. First Violation: \$100 Fine
2. Subsequent Violations: Fines DOUBLE for each occurrence
3. The fine, plus the cost of repair or replacement, will be charged with each violation.
4. A criminal complaint may also be filed.

15.4 PENALTY APPEAL PROCESS

1. All penalty appeals must be in writing and sent to the Managing Agent within fifteen (15) days of when the Owner is notified of the penalty.
2. Tenants must appeal through their Owner or rental agent.
3. The appeal will be decided by a majority of the Members of the Board.
4. The Board's decision on appeals is final and the Owner will be notified in writing of the outcome.
5. All fines shall be treated as a special assessment against the Owner of the condominium.
6. The Board may seek injunctive relief from a court to stop violations of the House Rules, Declaration, By-Laws, and Condominium Property Act.