



FAIRWAYS

West Loch Fairways Association • c/o Hawaii First Inc.
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West Loch Fairways Homeowners Association

Updated Fine Procedures
March 18, 2008

1. Violation Identification and Notice Issuance

1.1 Courtesy Notice: The Courtesy Notice is the first formal notice to the homeowner of any DCC&Rs Article III. (Mailed through US Postal Service)

- a. This notice will contain a letter indicating the descriptive detail of non-conformance. Multiple infractions may be identified within a single notice.
- b. The notice will provide a date of inspection, the violation(s) accrued and notice of two (2) weeks to repair, remove or correct the deficiencies.

Inform the home owner(s) of the DCC&Rs Specific Sections(s) which the infractions pertain to.

1.2 Notice of Non-Conformance: The Non-Conformance Notice is the second notice to the property owner and details infractions and warns of the assessment of \$50 fine. (Mailed through US Postal Service Certified Mail Return Receipt)

- a. The second notice of any violation(s) gives notice of failure to comply with the courtesy notice. It will contain a letter indicating the descriptive detail of DCC&Rs non-conformance. Multiple infractions may be identified within a single notice but will indicate that each infraction will be assessed separately until the property owner is in compliance.
- b. The notice will provide the date of initial inspection, the date of first notice and will inform the property owner of failure to comply with the DCC&Rs. Additional detail will include (if non-compliant within two weeks) an assessment of \$50 which will be deducted for each violation from the monthly Association dues.
- c. Restate the homeowner(s) violation of the DCC&Rs Specific Sections(s).
- d. Provide details indicating if for unfortunate reasons, the owners cannot comply with the DCC&Rs, a written notice to the Board of Directors requesting an exception must be received by the Managing Agent's Property Manager assigned to West Loch Fairways, within the two-week period.

1.3 1st Fine Assessment: The first fine assessment is the assessment of a \$50 fine. This third notice and first assessment fine for each violation(s) not conforming as detailed in previous notices. (Mailed through US Postal Service Registered Mail Return Receipt)

- a. The notice will provide a date of initial inspection, date of first and

second notice and will inform the property owner of failure to comply with the DCC&Rs. Each violation will be mailed and maintained separately.

- b. Additional detail will include if non-compliant within two weeks, an assessment of \$100 will be charged for each violation to the owner's account.
- c. Restate the homeowner(s) violation of the DCC&Rs Specific Sections(s).
- d. Included in the letter, if for unfortunate reasons, the owners cannot comply with the DCC&Rs, a written notice to the Board of Directors requesting an exception must be received by the Managing Agent's Property Manager assigned to West Loch Fairways within the two-week period or a \$100 fine will be assessed.
- e. Statement of Legal Action will be pursued in the event non-compliance continues without resolution. Refer to Section 6.04, 6.05, 6.06.

1.4 2nd Fine Assessment \$100: The second fine assessment of any violation(s) gives notice of failure to comply with the previous notices. (Mailed through US Postal Service Registered Mail Return Receipt)

- a. The notice will provide a date of initial inspection, date of first and second notice and first assessment informing the property owner of failure to comply with the DCC&Rs. Each violation will be mailed and maintained separately.
- b. Restate the home owner(s) violation of the DCC&Rs Specific Sections(s).
- c. Included in the letter, if for unfortunate reasons the owners cannot comply with the DCC&Rs, a written notice to the Board of Directors requesting an exception must be received by the Managing Agent's Property Manager assigned to West Loch Fairways, within the two-week period or a \$100 fine will be assessed.
- d. Statement of Legal Action will be pursued in the event of non-compliance continues without resolution. Refer to Section 6.04, 6.05, 6.06. Legal Action process and collection of assessments will reflect liens on the property.

1.5 3rd and Final Fine Assessment \$100: The third and final fine assessment of any violation(s) give notice of failure to comply with the previous notices. (Mailed through US Postal Service Registered Mail Return Receipt).

- a. The notice will provide a date of initial inspection, date of first and second notice and first assessment informing the property owner of failure to comply with the DCC&Rs. Each violation will be mailed and maintained separately.
- b. Restate the home owner(s) violation of the DCC&Rs Specific Sections(s).
- c. Included in the letter, if for unfortunate reasons the owners cannot comply with the DCC&Rs, a written notice to the Board of Directors requesting an exception must be received by the Managing Agent's Property Manager assigned to West Loch Fairways, within the two-week period or a \$100 fine will be assessed.
- d. Statement of Legal Action will be pursued in the event non-compliance continues without resolution. Refer to Section 6.04, 6.05, 6.06. Legal action process and collection of assessments will reflect liens on the property. Your covenant violation will be forwarded for legal disposition and all fees and associated costs will be the responsibilities of the property owner.

2. Re-accruing Violations

2.1 Re-accruing Violation

Re-accruing violations will follow an accelerated assessment process. If within one (1) year of any violation and the property is found to be in non-compliance again for the same infractions of the DCC&Rs, the Covenant Manager will start with Notification of Non-Conformance (Section 3.2.2) and continue to follow thereon.

2.2 Habitual Re-accruing Violations

Habitual re-accruing violations will also follow an accelerated assessment process. Owners that have been found in violation of the same offenses more than three times within a 24-month period will be assessed a \$50 fine (as directed in Section 3.2.3) and continue with assessment fines thereon without any further notice.

(Example: Violations involving the posting of signs, tarps, tents, excessive storage, parking or are considered to be a nuisance to neighbors will be re-inspected 5 days after Courtesy Notice and Notice of non-conformance are sent.)

3. Legal Action

3.1 Refer for legal action

In the event notices and assessments are not adhered to, the Association will turn matters over to the Association Attorney for all follow-up actions and/or communications.

4. Disposition of Legal Authority

- a. The account will be turned over to the Association Attorney for legal action. All legal fees and costs are charged to the owner's account.
- b. Payments received by the Managing Agent/Property Management Company are first applied to legal expenses, then fines, then late charges and then credited to Association dues.
- c. Appeals must be in writing signed by the property owner and received by the Property Manager within one month from the date of the third and final assessment notice.
- d. Violations in dispute may be submitted to the Neighborhood Justice Center (NJC) for mediation.
- e. Some examples of potential safety or health hazards include: vehicles blocking the sidewalk, fire hazards, building materials or obstacles extending into a common area, improper garbage or refuse disposal or accumulation and any illegal activity.