

22.7.2. HRS §514A-94 (2016) provides as follows:

**§514A-94 Attorneys' fees, delinquent assessments, and expenses of enforcement.** (a) All costs and expenses, including reasonable attorneys' fees, incurred by or on behalf of the association for:

- (1) Collecting any delinquent assessments against any owner's apartment;
- (2) Foreclosing any lien thereon; or
- (3) Enforcing any provision of the declaration, bylaws, house rules, and the Condominium Property Act; or the rules of the real estate commission;

against an owner, occupant, tenant, employee of an owner, or any other person who may in any manner use the property shall be promptly paid on demand to the association by such person or persons; provided that if the claims upon which the association takes any action are not substantiated, all costs and expenses, including reasonable attorneys' fees, incurred by any such person or persons as a result of the action of the association, shall be promptly paid on demand to such person or persons by the association.

(b) If any claim by an owner is substantiated in any action against an association, any of its officers or directors, or its board of directors to enforce any provision of the declaration, bylaws, house rules, or this chapter, then all reasonable and necessary expenses, costs, and attorneys' fees incurred by an owner shall be awarded to such owner; provided that no such award shall be made in any derivative action unless:

(1) The owner first shall have demanded and allowed reasonable time for the board of directors to pursue such enforcement; or

(2) The owner demonstrates to the satisfaction of the court that a demand for enforcement made to the board of directors would have been fruitless.

If any claim by an owner is not substantiated in any court action against an association, any of its officers or directors, or its board of directors to enforce any provision of the declaration, bylaws, house rules, or this chapter, then all reasonable and necessary expenses, costs, and attorneys' fees incurred by an association shall be awarded to the association, unless the action was filed in small claims court or prior to filing the action in a higher court the owner has first submitted the claim to mediation, or to arbitration under part VII of this chapter, and made a good faith effort to resolve the dispute under any of those procedures.

(c) Anyone contracted by the association of apartment owners to collect delinquent assessments against any owner's apartment shall not share in any portion of any penalties or late charges collected.

22.8. All infractions or violations by an Owner's Tenant, Guests, Rental Agent or Tradesmen are the responsibility of the Owner, and Owner shall be solely responsible and liable for resolution, compliance, fines and financial consequences of the violations.

22.9. The Board shall communicate only with and through the Owner. Each Owner is responsible for the acts of the Owner's Tenant, Guests, Rental Agent or Tradesmen, and for insuring that they understand and comply with the House Rules and Holiday Manor policies.

22.10. THE VIOLATION OF ANY HOUSE RULE ADOPTED BY THE ASSOCIATION SHALL GIVE THE BOARD OF DIRECTORS OR ITS AGENTS THE FOLLOWING RIGHTS, IN ADDITION TO ANY OTHER RIGHTS PERMITTED UNDER LAW:

22.10.1 Enter the Apartment in which a violation exists or is reasonably believed to exist, and to summarily abate and remove, at the expense of the Owner, any structure, thing or condition that may exist in violation of the Project Documents. The Association, Board of Directors and Property Manager shall not be deemed trespassers or liable for trespass for such entry or abatement actions.