

A'ELOA TERRACE
HOUSE RULES and DIRECTORY
THE ASSOCIATION OF APARTMENT OWNERS OF



Effective
November 1, 2009

**A'ELOA TERRACE
HOUSE RULES**
Adopted September 15, 2009
Effective November 1, 2009

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AOAO A'ELOA TERRACE

A'eloa Terrace is a 96-unit townhouse development situated on approximately five acres of shared space. To ensure harmony and safety in this cooperative living arrangement, certain rules must be adopted by all residents.

The primary purpose of the House Rules is to protect all residents from annoyance and nuisance caused by improper conduct or use of the Project and to protect the reputation and desirability of the property by providing maximum enjoyment, comfort, and safety for all residents.

These House Rules are based on common sense, consideration for others and pride in one's home. The published Rules only go part way and only formalize the more obvious. What really counts in a quality community are the unwritten "good neighbor" rules which we live by daily and which are born out of respect and consideration of the needs and rights of our neighbors. The Association encourages all residents to practice reasonable tolerance, remembering the close proximity in which we live.

Compliance with association house rules is required by Hawaii state law. The Board of Directors is held responsible for enforcing and amending the House Rules, in accordance with the Association's By-Laws. The Board has delegated the authority for administering and enforcing the rules to the Managing Agent. All residents and their guests shall be bound by these House Rules and by standards of reasonable conduct whether or not covered by these House Rules.

The Board of Directors, from time to time, may post special safety regulations or other rules concerning the property. The Board's posted rules shall be considered extensions of these House Rules.

The House Rules are subject to change by action of the Board of Directors. Suggested changes are welcome and should be delivered in writing to the Board of Directors.

General Compliance Policy

On-site interpretation and enforcement of the House Rules will be determined at the time of occurrence by the Site or Resident Manager. Decisions of the Resident Manager will be respected. Conflicting opinions may be appealed by writing to the Board of Directors within ten days of receiving notice of the violation. Correspondence should be addressed to the Board of Directors and mailed to the Managing Agent.

The Board of Directors wishes to render fair, impartial and timely decisions in all matters brought before it for action and consideration. Written appeals will be brought to the Board's attention by the Managing Agent no later than the first board meeting held following receipt of the correspondence, and will be responded to in writing no later than ten days from that meeting date.

**A'ELOA TERRACE
HOUSE RULES
Adopted July 30, 2002**

COMPLIANCE WITH ALL LAWS

Each apartment owner, tenant, and guest shall at all times observe and comply with all laws, ordinances, rules and regulations now and hereafter made by any government authority, the Association or the Board of Directors applicable to the use of the Project.

Violations of the House Rules should be promptly reported at the time of occurrence to the Resident Manager who will take appropriate action.

REGISTRATION

The Association must be able to contact the appropriate parties in order to conduct business with owners and to allow management to respond quickly to situations and emergencies that affect residents and property.

Residents - Each resident must register with the Resident Manager *within 30 days* of occupying their apartment by providing the names of occupants, address, phone numbers, vehicle descriptions, and other information that may be requested. Residents must also notify the Resident Manager of any changes in the information.

Absentee Owners - Owners who do not reside at the Condominium must provide their current address and phone number, and the name, address and telephone number of their rental agent, if any, to the Managing Agent. In accordance with Hawaii law, an apartment owner whose residence is outside the State of Hawaii shall designate a local agent to represent such owner's interest. Such owners shall file their out-of-town address and telephone number and the address and telephone number of their local agent with the Managing Agent. The absentee owner, at his expense, shall have an agent, friend, or maid conduct periodic inspections of his closed apartment, and shall assume responsibility for the contents thereof.

Owners and/or their Rental Agents are responsible for registration compliance of their tenants and for notifying the Association if their apartment becomes unoccupied for any reason, for more than thirty days.

Timesharing is prohibited.

GENERAL CONDUCT

An apartment owner shall, upon request of the Association, immediately abate and remove, at such owner's expense, any structure, thing or condition that may exist with regard to the occupancy or use of such owner's apartment by any occupant of the apartment contrary to the intent and meaning of these House Rules. If an apartment owner is unable to control the conduct of any occupant, the apartment owner shall, upon request of the Association, immediately remove such occupant from the premises, without compensation from the Association or Managing Agent for lost rental or profits or any other damage resulting thereof.

Owners and tenants are responsible for the conduct and supervision of their family members and their guests at all times. Owners are reminded that children are not allowed to skateboard or ride scooters in the common areas, to play in the roadways, trash enclosures and various other locations in the complex that may cause injury to the children. The Board would like every parents' cooperation in monitoring their children's whereabouts.

Owners will be liable for any damage caused by themselves, their family members, their guests, their tenants and their tenants' guests, to the common elements. The cost of repair or replacement shall be chargeable to the owner(s), who will be liable to the Association for payment of such amounts.

All persons shall comply and cooperate with the requests of the Resident Manager with respect to matters of personal conduct in and about the Project.

SOLICITING

No soliciting of goods, services, or religious activities is allowed in the Project, *without the prior approval of the Resident Manager. The community center may be rented by non-profit groups such as the Girl Scouts, Boy Scouts.* All solicitations should be reported to the Managing Agent or the Resident Manager.

EMERGENCY SERVICES

When emergency services of the Police, Fire Department, paramedics, ambulance or physician are needed, the appropriate agency or person should be called directly. Any emergency involving physical injury, property damage, break-ins, or thefts on the premises should also be brought to the immediate attention of the Resident Manager and/or Managing Agent.

RIGHT OF ENTRY

Every Apartment Owner, tenant and guest hereby grants right of entry to the Managing Agent, and other persons authorized by the Board, in any event of emergency originating in or threatening such Apartment or any other Apartment, whether or not such Owner or occupant is present at the time. In case of emergency, the Managing Agent may enter any building or Apartment as the Managing Agent may deem necessary.

In such case, the Managing Agent shall promptly notify the Owner or occupant of the reason and result of such entry. The owner is to provide contact phone numbers on their registration forms and keep those numbers up to date. The information is to be provided by the owner for any renter or resident. It is the responsibility of the owner to have this information, even if the resident does not provide it to the Managing Agent or Resident Manager.

NOISE AND NUISANCES

No excessive noise or nuisance of any kind is allowed on the premises, nor any practice which is improper or offensive in the reasonable opinion of the Board of Directors, or which unreasonable annoyance to the peaceful possession and use of the premises by other residents.

Each resident and occupant of the Apartments shall avoid excessive noise of all types at all times and shall not cause or permit any unreasonably disturbing noise or objectionable odors to emanate from their Apartments.

Residents and their guests will consider the welfare of other residents by avoiding excessive noise of all types at all times. Examples include yelling, loud parties, loud music, loud TVs or other devices emitting loud sounds. All radios, TVs, stereos, musical instruments, etc. shall be played at reduced volume (Not exceeding a decibel level established by the Board) after 10:00 p.m. and before 8:00 a.m. on weekdays and after midnight and before 8:00 a.m. on weekends.

It is required that noise due to departing guests, particularly at night, be kept at a minimum.

Use of washers and dryers after 10:00 p.m. should be discouraged in consideration of your neighbors.

Front doors and service doors are to be held (or retained) so as to avoid slamming due to the wind.

Repairs and construction to apartments will be done between the hours of 8:00 a.m. and 7:00 p.m., except in an emergency. See "Alterations" for general rules relating to

construction.

Excessive noise should be immediately reported to the Resident Manager so that appropriate action can be taken at the time of occurrence. Residents in violation of this House Rule are subject to fines as explained under "Compliance and Enforcement of the House Rules." Noise that is in violation of City and County ordinances will be reported to the Police Department.

Profane language is prohibited at all times in the Common Areas.

PETS

No livestock, poultry, or other animals will be allowed or kept in any part of the Project except one dog of less than 20 inches in height at the shoulder, or up to two cats.

Current BYLAWS state, in Exhibit A:

A'eloa Terrace Pet Policy

No pets or animals whatsoever shall be allowed or kept in any Apartment or any other part of the Project except in accordance with all of the following:

1. Not more than two dogs or two cats, or one other household pet needing no access to the outside, approved and licensed by the Board or Managing Agent may be kept in any Apartment.
2. No animals described as pests under Section 150A-2 of the Hawaii Revised Statutes, as amended, or animals prohibited from importation under Section 141-2, 150A-5, or 150A-6 of the Hawaii Revised Statutes, as amended shall be permitted.
3. All pets shall be licensed and inoculated as may be required by law.
4. All pets shall be registered with the Board of Directors (through the Resident Manager) or Managing Agent.
5. The owner of any pet shall compensate any person hurt or bitten by such pet, and shall hold the Board, the Association and the Managing Agent harmless from any claim resulting from any action of his or her pet.
6. No pets shall be kept, bred or maintained for any commercial purposes.
7. Any pet causing or creating a nuisance or unreasonable disturbance or noise shall be permanently removed from the Project upon three (3) days written notice to the owner from the Board.
8. In no event shall any pets be permitted access to any portion of the Common Elements unless carried or on a leash.
9. Tenants of any Apartment Owner may keep pets in the Apartment rented by such tenant in accordance with these rules; provided that the Apartment Owner agrees in writing to allow the tenant to keep such pets.
10. Any Apartment Owner who is keeping a pet as provided herein, may upon the

death of such pet, replace such pet with another and may continue to do so as long as the Apartment Owner continues to reside in any Apartment in the Project.

11. Any Apartment Owner who is keeping a pet pursuant to Paragraph 12 above as of the effective date of any amendment of the House Rules or By-Laws of the Project, which prohibits owners from keeping pets in their apartments shall not be subject to the prohibition, but shall be entitled to keep the pet and acquire new pets as provided in Paragraph 12.
12. Notwithstanding any other provision herein, visually impaired persons, hearing impaired persons and physically impaired persons shall be allowed to keep certified seeing-eye dogs, certified signal dogs, and certified service dogs, respectively in their Apartments. Further, nothing herein shall hinder full access to the Apartments and Common Elements by handicapped persons.

The above stated pets are allowed as long as they do not become a nuisance or infringe upon the rights of other residents or their enjoyment of the Project. Pet owners must not allow excessive noise, parasitic infestations such as fleas or ticks, odors, excessive shedding or other nuisances to be caused by their pets. Any pet causing or creating a nuisance or unreasonable disturbance or noise shall be permanently removed from the project upon three (3) days written notice from the Board.

All pets shall be licensed and inoculated as required by law. In accordance with Honolulu ordinances, dogs must always be leashed (unless they are being carried) when in the common areas. Cats that are allowed outdoors must be neutered and identified with a microchip, ear tag or neck collar, as required by Honolulu ordinances. Any animal found on the premises unattended is subject to being picked up and turned over to the Humane Society.

Residents must register their pets with the Resident Manager. All pets shall be permitted only upon the signing of a copy of this rule.

Pets must be controlled by a responsible person at all times. Pets will not be tied or chained in common areas or limited common areas.

Pet owners are responsible for the immediate removal and proper disposal of pet feces. Feces must be wrapped in a plastic bag and disposed of in a trash container. Failure to comply with this rule will result in an immediate fine of \$25.00.

Feeding feral cats and stray animals, including birds, in the common areas is not permitted.

Pet owners are subject to City & County fines in addition to Association fines for violations of these House Rules.

USE AND MAINTENANCE OF APARTMENTS, COURTYARDS AND LANAIS

Residential Use

The apartment shall be occupied and used by the respective owners, their tenants and such owners' and their tenants' families and guests for residential purposes and in compliance with the By-Laws and restrictions contained in the respective apartment deeds.

Maintenance and Repairs

Apartment owners and their tenants are responsible for the cleanliness, repair and maintenance of the interior of their apartments, windows, screens, doors, lanai and courtyard flooring.

Structural Impairments

Nothing shall be allowed, done or kept in the Project which would overload or impair the floors, walls or roofs of the buildings, or cause any increase in the ordinary premium rates or the cancellation or invalidation of any insurance maintained by or for the Association or the Board of Directors.

Vegetation and Plants in Courtyards

All vegetation, plants or landscaped areas in courtyards will be properly maintained by the resident at all times. No vegetation or plants are allowed to be planted by residents near the buildings, roofs, fences or other common elements because of roots, limbs, foliage, water, termites, or other potential hazards. The Association reserves the right to limit the plants and vegetation that may be planted in these areas. See Appendix B for important information about establishing termite barriers in courtyards and lanais.

Water Utilities

Water shall not be allowed to flow unnecessarily. Apartment faucets and other plumbing fixtures shall be properly maintained and all leaks promptly repaired. Low flow toilets and shower heads are recommended to help reduce water expense.

Owners are responsible for all plumbing in their unit, from the unit shutoff valve to the fixtures. This includes piping in the walls of the unit and all appliances that are connected to it. For upstairs units, the Board approved the installation of outside piping to install a water spigot in the downstairs courtyard. Please see resident manager for piping requirements. See Appendix A for more information about preventive

maintenance for plumbing systems and sewer lines.

IT IS HIGHLY RECOMMENDED THAT RESIDENTS CARRY AN H06 POLICY (PERSONAL INSURANCE) SINCE A LEAK OR ACCIDENT INVOLVING PLUMBING CAN HAPPEN AT ANY TIME.

Other Utilities

All repairs of internal installations within each Apartment, such as water, lights, electricity, telephone, air conditioning, sanitation, doors, windows, lamps, and other fixtures and accessories belonging to such Apartment, including gates, walls, floors, and ceilings of such Apartments, and all Limited Common Elements appurtenant to the Apartment, shall be the responsibility of the Owner of such Apartment and made at such owner's expense. Any repair or new installation that is not "in-kind" or differs from any way with what was originally installed, needs to be reviewed by the Resident Manager and may be subject to Board approval.

Chapter 444 of the Hawaii Revised Statutes (HRS) requires that a licensed contractor be hired for any construction work which is more than \$1,000 or for which a building permit is required. This contractor is considered the responsible and liable party of record for the construction described in the permit. Property owners who are building or improving their own home or business site, however, can register as an Owner-Builder with their country building department. This exempts owners from the requirements to be licensed as contractors yet still allows them to obtain building permits. However, all electrical and plumbing work must be performed by contractors licensed to perform that work.

One of the risks of hiring unlicensed individuals is the cost if that person is injured while on site. The most frequently used and abused exemption in the contractor law is the \$1,000 exemption, commonly referred to as the "Handyman" exemption. This exemption permits the hiring of a person not licensed as a contractor if the total cost of the project including labor, materials, taxes and all other items is equal to or less than \$1,000. This exemption **does not apply** in any case where: 1) a building permit is required no matter what the total contract price is; or 2) for electrical and plumbing work; or 3) where the work is parceled out into multiple projects.

Hire contractors that you have confirmed are properly licensed and current in all employer withholdings and insurance. You can contact the Professional and Vocational Licensing Division of the Department of Commerce and Consumer Affairs (586-3000) for licensing information. You may call the Regulated Industries Complaints Office's (RICO) complaints history line (586-2677) to check if there are any complaints against a contractor.

Apartment owners and tenants will not flush sanitary napkins, tampons, paper towels, dental floss or any other materials down toilets, which may clog sewer lines. The cost of cleaning lines will be charged to Apartment Owners if such items are found in the lines.

Maintenance of individually-owned Apartments, including all windows and doors, including hinges, lockets and door closures, if applicable, is the responsibility of their respective Owner and or occupant. All repairs must be done in a timely manner.

Termites

Termites and other wood destroying pests, if discovered inside apartments, courtyards or lanais must be immediately reported to the Resident Manager or Managing Agent and all recommended treatment and repairs must be carried out in a timely manner. See Appendix B for more information about termite control.

UNIFORMITY AND AESTHETICS

Except for temporary holiday decorations and banners, nothing shall be attached to, hung from, or placed on exterior buildings, railings, gates or fences for any purpose without prior written consent of the Board of Directors. Holiday decorations are allowed to be hung for a certain time period only – they may be hung up no earlier than November 25th and must be taken down no later than January 5th.

Windows

Window coverings and/or window tinting shall be maintained in good and presentable condition, and not be tattered or worn. They will be replaced when they become deteriorated. See the attached Design Committee Rules for specifics on the window tinting.

No underdrapes will be permitted which differ in color from any earthtone colors draperies or blinds. No other window coverings are allowed (such as tarp, cardboard, foil, wood, paraeo, lava-lava, etc).

Window and attic fans and portable A/C exhausts are not allowed in window areas.

Windows and window frames that need to be replaced must match the current design. Sometimes this is not possible due to what is available. See resident manager for any replacement that differs from what we currently have.

Storage of Personal Items

No items of personal property, including baby carriages, bicycles, surfboards, packages, boxes or crates shall be left or allowed to stand in any Common Element other than in Limited Common Elements appurtenant to such Owner's Apartment and shall not be visible from the street or adjoining properties or any other Apartment or any other part of

the Project. Articles of any kind left in any Common Element will be removed at the Owner's risk and expense at the direction of the Board. No laundry, dry cleaning or other items, shall be allowed to remain in view at the front entrance to any Apartment.

Footwear may NOT be placed outside apartment gates. Footwear must be placed in a manner so as NOT to create a safety hazard.

Plastic storage sheds that are tan/ green in color have been pre-approved by the Board. See Resident Manager if there are any doubts concerning shed color and size.

Canopies

No canvas awnings, shades, windbreaks or canopies of any type shall be installed on the outside of the building, other than the type approved by the Board of Directors. The use of canopies requires written approval from the Board of Directors. Only temporary canopies, tarps or tents will be allowed by the Board of Directors.

Canvas type lanai umbrellas have been approved by the Board. These umbrellas need to be of Earth tone colors and may stay up as long as they are in good shape and are not discolored.

Balconies, Windows and Hallways, etc.

Textile items, including towels, bathing apparel and clothing, brooms, mops, cartons and other objects, shall not be placed in areas or passages or in windows so as to be in view from outside the building or from any other Apartment. Nothing shall be released or thrown from windows or entrance balconies. No rugs or other objects shall be dusted or shaken from the windows or balconies of the Project, and no cleaning by beating or sweeping shall be done in any hallway or exterior part of the buildings.

Storage sheds, pet shelters, and other structures that are within view from outside the apartment must blend in harmoniously with the Project's design and if not pre-approved, will require written approval from the Board.

Lanai Areas

There are to be no charcoal grills or open fires on the lanais, for safety and security reasons. *Charcoal and gas grills will be allowed in courtyards only and on the stair landing for those units in the upstairs middle area of the building.*

The grill is to be placed away from the walls and shall not be used under the eave.

Only appropriate furniture and plants shall be placed in appurtenant lanai areas. No structure shall be built or permitted to exist in any lanai area, including, without limitation, storage rooms, gazebos and/or trellised areas. Any items deemed unsightly by the Board or Managing Agent, which do not comply with these House Rules, the By-Laws or the Declaration, shall be removed upon the request of the Board or the

Managing Agent. Lanai areas shall not be used for the storage of articles of any kind or for the drying of laundry.

Storage on upstairs lanai areas must be neat and orderly at all times.

Torches are not allowed, on a permanent basis, in the courtyard areas. If used, they must be secured to the fence and away from the building. Once they are cooled, they must be stored below the fence height until the next use.

Signs

No signs, signals or lettering shall be inscribed or exposed on any part of the apartment buildings, including, but not limited to, the exterior door, walls, fences or gates of any apartment, other than the apartment numbers provided by the Association, except:

- a) such signs as may be required by legal proceedings;
- b) one or more residential identification sign having a maximum combined area of one square foot per Lot;
- c) during the construction of any Residence or other improvement, a job identification sign having a maximum areas of six (6) square feet and of the type usually displayed by contractors, subcontractors, financial institutions and tradesmen; and
- d) no more than one "For Sale" or "For Rent" sign having a maximum area of three (3) square feet, such sign to refer only to the Lot on which it has been placed.

No images, pictures, or signs, electronic or otherwise, shall be permitted to protrude out of any window, lanai or any other area of the apartment or common elements.

Alterations

Alterations or modifications of the exterior of apartments or to any common element may be made only with the prior written approval of the Board of Directors as set forth in the Association's Declaration and the By-Laws.

Replacement of apartment windows, screens or doors with ones of similar design do not require written permission from the Association.

All alterations or modifications must be done in compliance with City & County building ordinances, and if applicable, a building permit must be obtained. All plumbing and electrical work must be performed by a licensed contractor *and should be reported immediately to the resident manager who may need to become involved if the pipes or lines are within a common area.*

No projections shall extend through any door or window opening into any entry or beyond the exterior face of the building.

No Owner or tenant, except as otherwise permitted by the Board, shall install any wiring or other device for electrical or telephone installations, television, cable television, machines or other equipment or appurtenances on the exterior of the building.

No person shall be allowed on any roof for any purpose whatsoever, except authorized tradesmen *with the Resident Manager's approval*.

Air Conditioning

AC Units may be installed after approval by the Board of Directors, and only in accordance with written specifications, as noted by the Board of Directors. See *attached guidelines regarding air conditioning installation*.

USE AND MAINTENANCE OF COMMON AREAS

General Maintenance

The common areas include parts of the Project used by all residents for their mutual convenience, enjoyment and safety. The Association is responsible for the maintenance and upkeep of the common elements, and the overall appearance of the property. Noticed defects and hazardous conditions should be reported directly to the Resident Manager.

Sprinklers and Lights

No resident or guest shall alter, adjust, or remove any structure, apparatus or appliance located in common elements, ie. Sprinklers, lighting, etc. All matters shall be reported to the Resident Manager.

Use of Common Elements

The common elements will be used for their designated or intended purposes only and will not be altered, transferred or removed without written consent of the Association.

No horseplay will be allowed to the annoyance of other Apartment residents. All persons shall comply with the requests of the Managing Agent and the Resident Manager in respect to matters of personal conduct in and about the Open areas.

Obstructions

The common areas will not be obstructed. No items of personal property will be left unattended or allowed to stand in any of the common areas. Such items are subject to removal by the Association at the owner's risk and expense.

Nothing shall be allowed, done or kept in any Apartment or the Common Elements of the Project which would overload or impair the floors, walls or roofs (specifically including waterbeds), or cause any increase in the ordinary insurance premium rates or

cause the cancellation or invalidation of any insurance maintained by or for the Association.

Safety Considerations

No hazardous activities or conduct shall be engaged in on the premises. Playing on, climbing on, or sitting on, fences, gates, walls, roofs, light fixtures, stair railings, trees, water sprinklers, landscaped areas, equipment or other structures or fixtures is prohibited. Motorcycles, mopeds and other motorized vehicles will not be ridden on sidewalks or lawns or within the common elements in the complex.

Alcoholic Beverages

Consumption of alcoholic beverages in the common areas is not permitted.

Camping

No camping, staying overnight or use of tents in the Common areas of the project is allowed at any time.

Firearms

Firearms may be carried outside the Apartments only if kept inside a carrying case, unless otherwise licensed to carry firearms.

Fireworks

Use of fireworks of any kind is strictly prohibited at all times.

Hazardous Materials

No inflammable fluids, such as gasoline, kerosene or explosive materials, or articles deemed extra hazardous, toxic or poisonous to life, limb, or property, shall be brought into the buildings or stored in or about the buildings in the Project.

Littering

Littering in the common areas is prohibited. Dust or rubbish will not be swept or released from any apartment, courtyard or lanai into the common areas. Cigarettes, matches and chewing gum will be disposed of in appropriate receptacles. Dumping or littering on the premises or along the perimeter of the property is subject to City & County fines in addition to House Rule citations and fines.

Private Functions

Residents will not utilize any common areas outside their lanai for parties or other social events without prior approval of the Resident Manager. Such approval will be immediately rescinded if the gathering causes excessive noise or nuisances to other residents. Auctions, flea markets, yard sales, and similar commercial activities are not allowed.

Outdoor Cooking

See page 12, Lanai Area.

Water

Water is a shared expense and will not be allowed to run unnecessarily. Noticed leaks and damaged sprinklers should be reported to the Resident Manager. Any unit with a hot tub, Jacuzzi or pool shall limit the use of water in refilling these tubs. Residents filling any of these items and using over 100 gallons of water must advise the Resident Manager when this is done. The Manager shall use his discretion of water use and if this becomes excessive, a fee may be administered.

TRASH DISPOSAL AND ENCLOSURES

Trash Disposal

Trash will be secured in tied plastic bags and deposited *inside* the trash container (dumpster). Empty boxes and other small collapsible items will be flattened and placed *inside* the dumpster. Residents are reminded that household members who are not able to place a bag inside the dumpster should not be asked to take out the trash. Overflowing dumpsters should be promptly reported to the Resident Manager.

Recyclable Items - Residents are strongly encouraged to recycle newspapers, plastic bags, and glass by taking these items to a recycling center such as Kapolei Elementary School's container in the school's parking.

Household Furnishings and Other Bulky Items - Residents, not the Association, are responsible for disposing of bulk items such as major appliances, mattresses, water heaters and furniture. The rubbish disposal company will not pick up these items. Bulk items will not be left in the trash enclosure areas without the prior consent of the Resident Manager. There will be automatic \$50 fine for any resident caught leaving rubbish of any kind outside the dumpsters.

All residents are asked to promptly report violations of this House Rule to the Resident Manager. Violators are subject to fines in addition to being held responsible for the costs incurred by the Association to promptly dispose of unauthorized bulk items left in the trash enclosures or other common areas.

PARKING LOTS AND DRIVEWAYS

Safety Considerations

All residents and guests shall exercise extreme caution in operating and parking any vehicle within the Project. Posted speed limit is established for all areas within the Project. The speed limit is 5 mph. Driveways shall be used for ingress and egress only.

Congregating and loitering are not allowed in the parking lot. See **"USE AND MAINTENANCE OF COMMON AREAS"** section for more details.

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Quiet Operation of Vehicles

All vehicles on the premises shall be operated in a quiet manner. Loud music emanating from the car, racing or gunning of motors and excessively loud exhausts are prohibited. Fines may be issued immediately by the Management if this type of offense occurs.

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Assigned Parking Stalls

Residents are allowed a maximum of two (2) personal vehicles on the property at all times. Furthermore, all resident's vehicles must be parked in their assigned stalls. Any vehicle of a resident not parked in their assigned stall (i.e. in a visitor stall or in another residents stall) will be issued a citation and towed immediately at the vehicle owner's expense. Parking in unmarked paved areas is prohibited. No vehicle may be parked or left unattended, except when parked in designated parking stalls.

Any resident wishing to park in a stall of another resident must first have a letter on file with the managing agent from the owner of the said parking stall giving permission for another vehicle to be parked in their stall. The owner of the stall must also provide the make, model, color and license plate information of the vehicle they have allowed to park in their stall. Failure to provide the aforementioned information will result in the issuance of a citation and the subsequent removal of any vehicle not registered on file.

Vehicles must be parked *within* the marked stall area centered between the white stall lines.

Registration of Vehicles

All motor vehicles parked on the premises on a regular basis must be registered with the Resident Manager. Residents are responsible for notifying the Resident Manager of any changes in the registration of their vehicles, including vehicle type and license number.

Unlicensed motorized vehicles will not be permitted to be operated within the Project. The owner of such a vehicle is subject to fines, as noted in these rules, of \$25.00 for each violation notice issued until the vehicle is duly registered in the State of Hawaii with the Department of Motor Vehicles.

All vehicles on site must comply with state regulations and requirements which include current insurance, safety check and registration.

Unattended/ Abandoned Vehicles

Any unattended vehicle, not parked in a marked stall, may be towed at owner's expense. The only exception to this rule is for police and emergency vehicles, who are given permission to park in the entryway circle or others, such as contractors, who are given permission by the BOD or the Resident Manager.

Abandoned, inoperable vehicles are not allowed on the premises and are subject to being towed at the owner's expense. Free disposal of vehicles can be arranged with the City & County of Honolulu by calling 532-7700. See Directory for more information.

Guest Parking

A limited number of designated guest parking stalls are available exclusively for visitors of the property. No parking is allowed in this area from 2am to 5am. Any car parked in these stalls during this time will be towed, at owners expense, by Ace Towing.

Any resident parked in the Guest parking stalls is subject to immediate tow 24-hours/day.

Unauthorized vehicles in guest parking stalls shall be towed at the expense of the registered owner of the vehicle.

Residents are responsible for their guests' compliance of the parking rules. Guests include contractors, repair crews, and other service providers called upon by residents.

Loading or Unloading

There are no "Loading/Unloading" areas in the property. Active loading/ unloading will be allowed only if there is someone at the vehicle at all times. Any unattended vehicle that is not in an assigned marked stall may be towed.

Repairing of Vehicles

Only minor repairs and emergency start ups are allowed on the premises. Residents

are responsible for disposing of engine oil, batteries, and other waste materials in accordance with environmental laws and ordinances. Extensive repairs of cars, boats, surfboards, or other equipment shall not be permitted within the Common Elements or Limited Common Elements if such repair operations are visible from other Apartments or are disturbing to other occupants. All cleaning of, and any repairs to, Common or Limited Common Elements caused from such repairs shall be the responsibility of the Owner.

Vehicle Covers

Vehicle covers must be securely fastened, clean and not tattered. Covered vehicles must allow adequate access for stall maintenance. The Association reserves the right to request any owner or resident to remove a vehicle cover due to its appearance.

Parking Lot and Stall Maintenance

The Association routinely cleans the parking lots of leaves and other debris. Residents are responsible for keeping their parking stalls clean of oil, grease and other fluids that adhere to the parking lot surface. Owners will be liable for any costs incurred by the Association to clean parking stalls and/or repair any damage to the parking lot surface caused by vehicle fluids.

The Resident Manager may issue a citation with a deadline for cleaning of a parking stall. In the event the cleaning is not done by the deadline, a fine of \$25.00 will be issued and the stall will be cleaned by the Association.

Towing

Any person's vehicle that is in violation of the parking rules is subject to being towed by the Association's contract towing service at the expense of the vehicle owner/operator in accordance with Hawaii state law. If the violator is a tenant, or is a guest of any resident, the resident and/or apartment owner will be jointly and severally responsible for payment of the towing and storage charges.

BICYCLES/SCOOTERS/SKATEBOARDS

Bicycles, scooters, skateboards and motorized scooters shall not be ridden on the driveways, walkways, planted areas or in the common elements. Damage to vehicles and other property and objects or to the Common Elements shall be the responsibility of the person causing the damage.

Bicycles, when not being used, must be kept in the areas provided for them, if any. Bicycles may be kept neatly under the stairs and at the end of the building in between the downstairs units' gravel area.

LOSS OF PERSONAL PROPERTY

The Association shall not be responsible or liable for the theft, disappearance or damage to any person's personal property located in the common elements or any area of the apartments.

ASSOCIATION INSURANCE

An owner will reimburse the Association for the insurance deductible amounts paid by the Association for any claim covered by the Association's insurance for loss and/or damage caused to any apartment or common element from such owner's negligence to make necessary cleaning, repairs and maintenance to his or her apartment. Owners are advised to periodically inspect and maintain washing machine hoses, water heaters, toilets, and other plumbing fixtures to avoid water damage claims. Reimbursable deductibles not paid within a reasonable amount of time will be charged to the owner's maintenance fee account.

COMPLIANCE AND ENFORCEMENT OF THE HOUSE RULES

Compliance

Compliance with the House Rules is required of all association residents by Hawaii Revised Statutes, Section 514A-88. Owners are responsible for compliance with the House Rules by their tenants, guests and invitees. The House Rules shall become part of any and all Rental Agreements.

Owners or their assigned Rental Agents will ensure that a copy of these House Rules is provided to their tenants at the time the lease agreement is signed. A copy of a statement indicating receipt by tenants will be provided to the Managing Agent along with the signed lease agreement.

House Rule violations should be reported promptly at the time of occurrence to the Resident Manager who will take appropriate action.

Amendments

Subject to the provisions of the Declaration and By-Laws, these House Rules may be amended by a majority vote of the members of the Board of Directors present at a duly called meeting of the Board or by written consent of all members of the Board.

Enforcement

Residents will be notified of House Rules violations by the Managing Agent or the Resident Manager and cooperation requested. Fines will be assessed against the

owner's interest of the apartment whose resident or guest caused the violation of a House Rule.

Fines and Citations

All House Rule violations are subject to citations and fines. The Board and the Resident Manager have the authority to impose a fine after one verbal warning, if the offense warrants such a fine.

The following is the procedure used in issuing citations and fines:

Courtesy Inspection/Citation(s)

- 1) Courtesy Inspection #1, 14 days to comply. (Citation)
- 2) Courtesy Inspection #2, 7 days to comply. Managing Agent will inform the Owner in writing as to possible assessment of fines for non-compliance at the end of the 7th day. The RM will repeat the inspection to ensure the problem noted has been corrected.

Violation

- 3) Homeowner would be assessed a fine of \$25 by the Association. Compliance and payment are required within 30 days.

Association fine assessment then DOUBLES with each consecutive 30-day period of non-compliance.

- 4) At the beginning of the sixth (6th) month on non-compliance, the Association in cooperation with the Managing Agent may begin legal proceedings and legal fees will be charged to the violating party.

*NOTE: FINES against the Homeowner will continue to DOUBLE until the violation(s) is corrected and Association Fine(s) is paid in full.

Repeated violation(s) is subject to immediate Association fine(s). Pet Violation fine(s) – see PETS.

A complete list of warning (1st and 2nd notices) must be kept and sent to the Managing Agent for the record copy of the unit files. The following fine schedule is established:

General Annoyance & Misuse of Common Areas \$25.00

Includes conduct or activity that impairs the quiet enjoyment of the Project by other residents, or misuse of the Project, such as noise or disruptive pets, personal property left in common areas, littering, etc.

<u>Registration</u>	<u>Noncompliance</u>
<u>\$25.00</u>	
<u>Vehicle & Parking Violations</u>	<u>\$25.00</u>
<u>Improper Disposal of Refuse of Bulky Items</u>	<u>\$50.00</u>
<u>Unauthorized Alterations</u>	<u>\$50.00</u>
<u>Conduct or Activity that Threatens Personal Safety</u>	<u>\$75.00</u>
<u>Damage to Common Elements or Association Property</u>	<u>\$75.00</u>

All fines are in addition to any related costs incurred by the Association to clean or repair property, tow vehicles, dispose of bulky items, State or City & County fines, and any other expenses.

When deemed appropriate by the Board of Directors, special fines or assessments may be levied for damages to the common elements.

Appeals

Residents may contest citations and/or fines by writing to the Board of Directors at the Managing Agent's office within ten days of receiving notice of the citation and/or fine. Correspondence should provide the relevant facts and specify the grounds for the objection, which the Board will consider in rendering a final decision. Whenever possible, the Board's decision will be put forth in writing to the appealing resident no later than thirty days from receipt of the written appeal.

All fines, including those for contested violations, must be paid no later than thirty days from the date of citation. Fines relating to decisions reversed by the Board through the appeal process will be immediately refunded.

MAINTENANCE FEES

Maintenance fee payments are due and payable in full on the first calendar day of each month. A twenty (\$20.00) late fee will be assessed if full payment is not received and *credited* to the owner's account by the 10th day of each month. To avoid late fees, owners should allow at least three business days for payments to be processed and credited to their account, regardless of the place and manner of making payment.

PRIORITY OF PAYMENTS

Any time there are unpaid legal charges, late charges, fines, bad check charges, Agreement of Sale payments, or special assessment fee payments or other charges on the account ledgers, the next Association fee payment received from the owner will first be applied to liquidating these fees in the order stated above. After these fees are paid, the remaining amount left over, if any, will be credited to the owner's maintenance fee assessment account.

Hawaii law provides that failure to pay these (including late fees) will result in the deduction of these fees (including late fees) from future common expense payments, so long as a delinquency continues to exist. Late fees shall be imposed against any future common expense payment which is less than the full amount owed due to the deduction of these unpaid fees (including unpaid late fees) from such payment.

AMENDMENTS

These House Rules may be amended by a majority of the Board at any duly called meeting of the Board.

NON-DISCRIMINATION POLICY

Pursuant to Hawaii Revised Statutes, Chapter 515, Title VIII of the Civil Rights Acts of 1968, as amended by the Fair Housing Amendments of 1988, and our non-discrimination policy, the association does not discriminate on the basis of race, sex, color, religion, marital status, familial status, ancestry, disability, age or HIV (human immunodeficiency virus infection) in housing or real estate transactions. It is our policy to extend to all individuals the full and equal enjoyment of the advantages, facilities, privileges and services consistent with Hawaii Revised Statutes Chapter 515 and the Federal Fair Housing Laws. When providing services and facilities or enforcing the rules at the project, the Association will not allow discrimination, except as permitted by law. In particular, the Association will not treat any person unequally:

- in granting or withholding any approval or consent required under the Association's rules.
- in enforcing requirements of the of the Association rules about occupancy restrictions or use of the recreational facilities which might unlawfully restrict families with children.
- in connection with requests of disabled occupants or visitors of the project to have certified guide dogs, signal dogs, or other animals required because of the occupant's or visitor's disability; except that if ;the animals become a nuisance to others they will not be permitted at the project and will have to be removed.