



Canterbury Place

House Rules

March 18, 2019

**In an emergency call:
911**

**Canterbury Place Security:
808-946-6185**

**Canterbury Place Management Office:
808-947-7221**

**ASSOCIATION OF APARTMENT OWNERS
OF CANTERBURY PLACE
HOUSE RULES - REVISED MARCH 18, 2019**

THESE RULES AND REGULATIONS ARE ENFORCEABLE BY THE GENERAL MANAGER AND SECURITY PERSONNEL. THE HOUSE RULES CONTAINED HEREIN ARE NOT INTENDED TO CONFLICT WITH THE BY-LAWS OR DECLARATION OF HORIZONTAL PROPERTY REGIME.

These rules may be modified and amended at any time by a majority vote of the Board of Directors of the Association of Apartment Owners. These "House Rules" supersede all previously distributed rules and amendments to the rules.

None of the provisions of the project documents are intended to be in contravention of the State or Federal Fair Housing Act. The Board shall comply with the provisions of the Fair Housing Act regarding requests for reasonable modifications or exemptions from any of the provisions of the project documents that would interfere with a persons' equal opportunity to use and/or enjoy their apartments and/or the common elements of the project.

**PROCEDURES FOR AFTER HOURS BUILDING
MAINTENANCE EMERGENCIES**

If an emergency maintenance situation occurs after regular office hours, (i.e.: no power, no hot water, flood, etc.) the owner/occupant must first call to report the problem to Security at 808-946-6185, then the Managing Agent at 808-539-9737, and then the General Manager at 808-947-7221. The Board of Directors shall not be called for these events. Situations that do not qualify as emergencies can be reported during regular office hours. Fire and Police emergencies are addressed in Item 1.28 of the General Rules.

Table of Contents

1. GENERAL RULES	3
2. RENTALS AND RENTAL AGENTS.....	9
3. CONSTRUCTION and RENOVATIONS	11
4. PARKING.....	13
5. PETS.....	19
6. RECREATION ROOM/BAR-B-QUE	21
7. SWIMMING POOL, HOT TUB-SPA AND SAUNA RULES.....	21
8. MISCELLANEOUS.....	24
9. RECYCLING.....	24
10. ENFORCEMENT OF RULES AND FINES	25
11. DEPARTURE/ABSENCE CHECKLIST.....	28

1. GENERAL RULES

1.1 All Owners and guests shall register with the General Manager. Owners who rent their apartments and do not reside full time on the island of Oahu must have an appointed on-island agent registered with the General Manager's Office in accordance with Hawaii Revised Statutes §521-43(f). Owners who do not rent their apartments and do not reside full time on the island of Oahu must have an appointed on-island representative registered with the General Manager's Office. All Residents shall give emergency notification information to the General Manager and shall be given a registration packet, which includes the House Rules. In the event the General Manager's office is not furnished with duplicate keys to an apartment and emergency entry is required, the apartment owner, and not the Association or the Board, shall be liable for any direct or consequential damages; including the Associations' cost to hire a locksmith to gain entry to the apartment.

1.2 Neither General Manager nor Employees are responsible for packages or other deliveries left in halls, at doors of apartments or any other place on premises, nor for any personal property placed or left in or about the building.

1.3 All rental agreements and rental agents and their respective agents must be registered with the General Manager. Refer to section on rentals and rental agents.

1.4 Recreational activities shall be limited to areas set aside for such activities. Recreational activities will not be permitted in hallways, lobbies, elevators, the parking garage, or other common areas. The 7th floor recreation Deck is designated for swimming and pickle ball/paddle tennis activities only.

1.5 Owners and residents may borrow Pickle Ball equipment from security. A signature will be required to borrow

the equipment and the equipment must be returned to security prior to the closing time of the recreation deck.

1.6 Surfboards and bicycles must be transported in elevator One (freight elevator) only and must be loaded only from the basement level. Surfboards must be in a surfboard sleeve/cover. Surfboards and bicycles may be stored in areas designated in the basement. The bicycle rack and surfboard storage room is for residents' use only. All bicycle owners shall register with the office and shall have a current City/County bicycle license.

1.7 No outdoor cooking shall be allowed in the building except on the 7th floor recreation area. Outdoor cooking of all kinds is strictly prohibited within residential apartments or on lanais.

1.8 No use of fireworks of any type shall be permitted in or around the premises. In accordance with the State Fire Code, no owner, guest, renter, agent, or vendor shall use or permit to be brought into the building or common areas anything deemed hazardous to life, limb, or property, such as gasoline, kerosene or other combustibles, nor fireworks or other explosives.

1.9 All plants shall be placed in double pan overflow containers to prevent water or soil from dripping onto other apartments or the common elements. Care will be taken when washing lanais to prevent water from running down the exterior of the building onto the lanais and windows below. Do not wash the lanai with buckets of water. Plug the drain holes and use a mop to wash the lanai.

1.10 Storage is available in the Mechanical Rooms on various floors and is accessible only between the hours of 8:00 a.m. and 9:00 p.m. Please call security at 808-946-6185 for entry during these hours. All items stored must be clearly marked with the owner's name, apartment number, and contact phone number. A walkway leading from the entry door to the back wall shall be established and kept clear at all times. The

fire safety code requires the walkway to be a minimum of two feet wide. Rooms that have electrical/cable/etc., boxes on a wall are to have that wall as the walkway to the back wall. Rooms having water shutoffs or drain cleanouts are to have that wall as the walkway to the back wall. In all other rooms, the walkway is to be down the middle to the back wall. Items shall be stacked no higher than six feet from the floor and must remain within the designated boundaries of each apartment's storage space.

1.11 Each apartment owner shall be responsible for the conduct of all occupants of their apartment, including tenants, family, and guests at all times and shall ensure that their behavior is neither offensive to any occupant of the project nor damaging to any portion of the common elements. Any resident who is requested by the General Manager or by Security personnel to take action regarding the conduct of such resident shall do so immediately. Any guest (that is any person not a signatory to a lease with an owner or named on the title of the apartments as owner) who will be residing in the building for more than one week must register with the General Manager's Office.

1.12 Residents, their families, and guests, shall wear appropriate attire while in the common areas. Appropriate attire shall include shirts, shorts or pants, blouses, skirts, dresses or cover-ups, and proper footwear. Swim suits are appropriate attire on the pool and recreation deck. Footwear is optional on the pool and recreation deck.

1.13 No Resident and/or Commercial Tenant shall make or permit any disturbing noises in the building or on the grounds or permit anything to be done by such persons that will interfere with the rights, comforts or conveniences of other occupants. Any disturbance from whatever source shall be carefully controlled so as not to disturb or annoy other occupants of the building. Quiet time is between the hours of 10 PM and 8 AM Sunday through Thursday. Weekend quiet time is between the hours of 11 PM to 8 AM Friday and Saturday.

1.14 Any damage to the building caused by moving furniture or other personal effects shall be repaired at the expense of the owner/occupant causing such damage. Owners, Agents and Vendors are responsible for cleaning and/or repair of any damage to the common elements (for example, hallways, elevators) which are required as the result of their work in the building. Protective mats should be used at all times to cover the carpeting in the halls and other areas that must be used for entry and exit to the building. Do not slide items across carpeting. Cleaning will be charged at \$25.00 per hour; repairs will be charged at \$40.00 per hour or the actual cost to the Association, whichever is higher.

1.15 Owners, their guests, renters, agents and vendors are responsible for disposing of all construction debris. Use of the trash chutes or dumpsters in the building for disposal of such debris is prohibited. Owners will be charged for the removal of any trash left in common areas.

1.16 All moving must be done from the basement level. Arrangements must be made in advance through the Manager's office. Moving hours are between 8 AM and 5 PM Monday through Friday, and Saturday between 10 AM and 4 PM. No moving is permitted on Sundays and Holidays.

1.17 Prior arrangements must be made with the Manager's office for all deliveries by vendors, pickup, or delivery of furniture and major household appliances, and other large items. All delivery or pickup must be done from the basement level. Delivery or pickup hours are between 8 AM and 5 PM Monday through Friday, and Saturday between 10 AM and 4 PM. No delivery or pickup is permitted on Sundays and Holidays.

1.18 The freight elevator must be used for transporting any items other than people. Contact security at 808-946-6185 to arrange for use of the freight elevator.

1.19 No flammables or other combustible materials shall be put into the trash chute.

1.20 Refuse must be wrapped or bagged before depositing into rubbish containers or chutes. Large items, heavy empty items, and boxes are to be left in the trash room for pickup.

1.21 Nothing shall be thrown, emptied or swept from the lanais, windows, stairs, doors, hallways, or walkways by owners, their guests, renters, agents or vendors, nor shall anything be hung from the outside of the windows or lanais, or placed in the outside windowsills. Holiday/seasonal lights may be displayed four weeks prior to the date and must be removed promptly, but no later than two weeks after the date.

1.22 Smoking is not permitted in any common area of Canterbury Place, including the 7th floor Recreation Deck and Party Room. No cigarette butts shall be put out, dropped, or thrown in the parking lot, hallways, elevators, stairways, sidewalks, lanais, or other common areas.

1.23 Public hallways, stairways, walkways, and passageways shall not be obstructed or used for purposes other than ingress and egress. No personal items including footwear and floor mats shall be left in the hallway.

1.24 No common area shall be used for the storage of any items.

1.25 Carts are available for residents' convenience and should be returned immediately after use to the designated area next to the recycle bins in the parking areas. Please do not leave them in common areas such as the hallways, trash rooms, elevators, or lobbies. Such behavior detracts from the overall desirable aesthetics of Canterbury Place and is in violation of the City Fire Code.

1.26 Owners are responsible for the repair and/or maintenance of the apartment interior. Units must be kept in good repair. This includes, but is not limited to, chill water air handlers, appliances, bathroom fans within the apartment, and plumbing. Kitchen disposals should be used for disposing of soft

waste, using cold water only. Residents must have all leaky toilets, faucets, water pipes, or showers repaired immediately.

1.27 Subject to prior notice, the Board of Directors or its representative(s) shall be allowed access to any apartment in the building at any reasonable hour of the day in order to access a common element, (such as, but not limited to, water lines, electrical wiring, etc.) or in response to a complaint (such as, but not limited to insects, vermin or other pests). The Board of Directors or its representative(s) may enter an apartment at any time in case of emergency such as fire, flooding, and other similar emergencies.

1.28 Owners or their agents may optionally provide keys to their apartment to avoid locksmith fees or forced entry damage if a resident is not available to provide authorized entry.

1.29 Owners or their agents may opt-in to Security having key access for lock-outs and emergency services by providing keys and signing a release form. The fee for lock-out service is \$50 per entry. Owners or their agents will provide the General Manager their choice of PIN, password, names and/or photos for lock-out authorization.

1.30 **Dial 911** immediately if the services of the Police Department, the Fire Department, or an ambulance are required. Any emergency, particularly such emergencies as flooding or fire must be immediately reported to the General Manager at 808-947-7221 or security at 808-946-6185 after calling 911. In the event of a fire or life-threatening situation, trigger the hallway alarm, leave the building immediately, and report such situation as soon as possible to the General Manager at 808-947-7221 or security at 808-946-6185.

1.31 In the event any owner, resident or guest wishes to report inappropriate or unacceptable conduct on the part of any of the Association's employees, agents and contractors, the owner, resident or guest should submit his or her complaint to the Board of Directors in writing. Owners, residents or guests

should refrain from any direct contact with the Association's employees, agents and contractors. Further, owners, residents and guests are prohibited from harassing, and/or interfering with the job duties and responsibilities of Association employees, agents and contractors. "Harassing" shall include, but not be limited to, engaging in any course of conduct directed toward or against specific person(s) that is intended to cause, and/or does cause undue stress and/or emotional distress to such person(s), and/or which in any way negatively impacts their job performance or the providing of services to the Association.

1.32 Apartment doors shall be self-closing and shall not be secured in the open position as it violates the fire safety code. The only exception to this rule is that an apartment door may be secured in the open position for a brief time during a delivery.

1.33 Apartment doors are to be uniform in appearance with respect to size, shape, wood grain, wood trim, frames, and color. No decorations or signs are permitted. One religious symbol less than 6 inches tall and 3 inches wide may be installed on the door frame. Holiday/seasonal decorations may be temporarily installed four weeks prior to the date and must be removed promptly, but no later than two weeks after the date. The uniformity requirement does not apply to door hardware including but not limited to: knobs, levers, locks, peep holes, video peep holes, door bells, video door bells, and door knockers.

2. RENTALS AND RENTAL AGENTS

2.1 No residential apartment owner shall be permitted to lease or rent his apartment for transient or hotel purposes, which are defined as (1) rental for any period less than thirty days, or (2) any rental in which occupants are provided customary hotel services such as room service for food and beverage, maid service, laundry and linen or bell-boy service. No residential apartment owner may lease or rent less than the

entire residential apartment. Any lease or rental agreement shall provide that the terms of the lease or rental agreement shall be subject in all respects to the provisions of the Declaration, By-Laws, and House Rules, and that any failure by the lessee or renter to comply with the terms of such documents shall be at a default under the lease or rental agreement. All leases or rental agreements shall be in writing.

2.2 Any apartment that is rented to a non-owner must comply with Hawaii Law relating to leasing and collecting State taxes. Each apartment must have a rental agent or the owner managing the rental. For the purpose of this section either a rental agent or an owner shall be considered the Rental Agent and must comply with the House Rules and Hawaii Revised Statutes.

2.3 Rental Agents shall only conduct business onsite Monday through Friday between 8:00 AM to 8:00 PM and Saturday and Sunday between 8:00 AM to 6:00 PM, except in an emergency.

2.4 Rental Agents shall inform new tenants they are not allowed to occupy the unit, or move any items into the unit, until they register with the Manager's Office and provide a 24-hour notice of the planned move-in date.

2.5 Rental Agents must furnish a copy of the apartment lease to the General Manager's Office.

3. CONSTRUCTION and RENOVATIONS

3.1 Working hours are between 8 AM and 5 PM, Monday through Friday and Saturday 9:00am 4:00pm with prior approval of the General Manager. No work is permitted on Sundays and holidays.

3.2 All owners, Agents, and Vendors are required to comply strictly with the provisions of the Project Documents (Declaration, By-Laws and House Rules) for Canterbury Place and the provisions of Chapter 514B, Hawaii Revised Statutes.

3.3 The Project Documents and Chapter 514B prohibit certain alterations or additions within an apartment without the prior written approval of the Board of Directors. Owners or other occupants who are contemplating remodeling must first consult with the Board of Directors or the General Manager to ascertain whether prior approval is required. Any structural alteration that involves any load bearing wall or any utility requires prior approval. Commencement of any remodeling without approval may result in an owner having to remove alterations.

3.4 Only licensed electrical and plumbing contractors may do work or repairs within the apartments. Hawaii's Handyman Exemption Law allows for work up to \$1,000, however, this does not apply to electrical or plumbing work. All renovation work must be reported to the manager's office.

3.5 Owners, Agents, Contractors and Vendors must register at the General Manager's office prior to commencement of any work and must show proof of current contractor's license and insurance. They will be given a packet that includes information regarding permissible working hours and elevator usage.

3.6 No apartment owner or occupant shall erect or place in the project any building or structure including fences and walls, nor make any additions or alterations to any common elements or limited common elements of the project, except in

accordance with plans and specifications, including detailed plot plan, prepared by a State of Hawaii licensed architect, approved by the Honolulu Department of Planning and Permitting, and approved in writing by the Board of Directors.

3.7 An owner of two adjoining apartments in the project may make alterations of the party walls common to and between the apartments jointly owned only in accordance with plans and specifications prepared by a State of Hawaii licensed architect, approved by the Honolulu Department of Planning and Permitting, and approved in writing by the Board of Directors.

3.8 Each owner of a residential apartment shall be responsible for the care and maintenance of the lanai that is incorporated into their apartment. Such owner may not, paint or otherwise decorate the walls and ceilings of the lanai without the prior written approval of the Board of Directors. It is intended that the exterior of the building shall present a uniform appearance and, to affect that end, the Board may require the painting of walls and ceilings of each lanai and regulate the type and color of paint to be used. No plants or plantings shall be placed on top of lanai exterior walls/railings. No storage is permitted on lanais.

3.9 All draperies and curtains used in any apartment and visible from the building's exterior shall be lined with a material of an "off-white" or white shade. Awnings are not permitted.

3.10 All water shutdowns must be scheduled with the General Manager. A written request must be presented at least two (2) days prior to the date of the shutdown. Water shutdowns are allowed only from 9:30 AM to 1:00 PM on the first Wednesday of every other month. An emergency water shutdown that does not conform to this schedule will be permitted only in a case of an active or potential water leak that is causing property damage or has the potential to cause immediate property damage.

3.11 Floor soundproofing: All hard flooring and sub-flooring must have an approved underlayment installed and inspected prior to installation of the flooring. The minimum acceptable standard is: IIC (Impact Insulation Class) 50 or higher. Contractors shall provide a sample and specifications sheet of the product to be used to the General Manager. Carpet is exempt.

3.12 Any materials related to construction, renovation or cleaning may not be disposed of in any common area. This includes but is not limited to carpet, appliances, lumber, paint, drywall, cleaning solutions and trash.

3.13 All tools and renovation/construction materials must be transported to and from the apartment from the basement using the freight elevator. Elevators two and three shall not be used for transporting tools and renovation/construction materials.

4. PARKING

4.1 Only Owners and/or their tenants or their guests may park within the stalls assigned to them. No automobile or motorcycle repair work is permitted on the premises. The operation of a vehicle rental business is not permitted in the parking stalls or other areas of the parking structure.

4.2 There are two (2) guest/vendor stalls located in the basement. Use is on a "first-come, first-served" basis. Only one vehicle per apartment is permitted at any given time. Parking in these stalls is limited to nine hours within any 24-hour period; the driver shall register at the security desk. There is to be no parking in the guest stalls from 2 AM to 7 AM. Offenders will be towed at the vehicle owner's expense.

4.3 Parking in the Circle Drive is limited to 15-minutes. Drivers parking shall register the vehicle at the security desk. Offenders will be towed at the vehicle owner's expense.

4.4 Residents may not hose or wash automobiles or motorcycles in the parking areas. Washing of automobiles or motorcycles is only permitted in the designated wash area in the basement. Automobiles shall be centered in parking stalls lengthwise to prevent crowding of adjacent stalls and/or blocking of passages. Only one automobile is permitted to be parked in a stall. Motorcycles, mopeds and bicycles may be parked in the stall in addition to an automobile if the combined length and width does not exceed the length and width of the stall. No storage of any type is allowed in parking stalls.

4.5 The General Manager shall be immediately notified whenever a parking stall is transferred to another apartment or loaned, leased or rented to a resident of another apartment. Parking stalls shall not be sold, loaned, leased or rented to anyone other than Canterbury Place residents.

4.6 Residents are responsible for the cleanliness of their respective parking stall(s).

4.7 Vehicles will not exceed 5 miles per hour while on Canterbury Place property. Headlights shall be used in the parking structure.

4.8 All vehicles parked in the building must be in operating condition. Vehicle must have current license plates and safety stickers.

4.9 Electric vehicle charging system rules - In accordance with Hawaii Revised Statutes ("HRS") § 196-7.5, the Board of Directors ("Board") of the Association hereby adopts the following rules and guidelines relating to the placement of EV charging systems ("Systems") by individual owners. Said rules and guidelines shall be enforced by the Board and are intended to supplement and comply with HRS § 196-7.5.

A. Definitions

1. "Electric vehicle charging system" means a System that is designed in compliance with Article 625 of the National

Electrical Code and delivers electricity from a source outside an EV into one or more EVs. A System may include several charge points simultaneously connecting several EVs to the System.

B. Placement of Systems

1. These rules and guidelines are intended to ensure that the placement of Systems does not jeopardize the soundness or safety of the building, reduce the value thereof, impair any easement or hereditament, and/or detract from the appearance of the project.

These rules and guidelines are not intended to impose conditions or restrictions upon the placement of a System, such that the rules and guidelines prohibit the placement or use of Systems in or near the homeowner's parking stall in violation of HRS § 196-7.5. None of the provisions herein shall be enforced in any manner that will violate HRS § 196-7.5.

2. Any person may place a System on or near the parking stall reserved for their apartment pursuant to and as appears on the Declaration of Horizontal Property Regime of the Association, and subject to the Rules and Guidelines herein.

3. The Association shall require reimbursement for the cost of electricity used by an owner's System. A meter will be installed at the owner's expense to measure the usage of electricity by the owner's System. The owner is responsible for ensuring that the meter is functioning correctly at all times. If the electric charges are not paid by the owner within the billing cycle, the charges shall be collected in the same manner as unpaid assessments for common expenses. Alternatively, the Association may terminate the supply of electrical power to the System until all electric charges have been paid in full.

4. No System may be placed on a common or limited common element by an owner without first obtaining the consent of the Association, evidenced by the written consent of the Board of Directors who shall be authorized to give consent on behalf of the Association, in compliance with Hawaii law and the

Association's project documents and these Rules and Guidelines.

C. Procedure

1. The requesting owner shall be responsible for the installation of electrical wiring running from their parking stall to the electrical station of the parking garage and for the purchase of the EV charger. If possible, the charger itself should be located on the pillar or wall closest to the owner's car, as close as reasonably possible to the parking stall, and high enough that it will not be a danger to others. An alternate placement can be discussed with the General Manager. Any exterior interconnecting components must be minimized and enclosed or otherwise made to blend in to the existing surrounding color and texture.

2. The requesting owner shall be responsible for the selection of and hiring of a licensed electrical engineer and/or contractor to install the System and will pay that engineer and/or contractor directly.

The requesting owner shall ensure that the charger is compatible with his or her EV and safe for the current capacity constraints of the Canterbury Place building's existing transformer and other electrical equipment, or the owner shall agree to pay for any necessary infrastructure improvements to guarantee such compatibility and safety. Canterbury Place allows for Level 1 and Level 2 chargers at this time. In order to process the approval request, the Board may hire an electrical engineer or other expert, at the owner's expense, to evaluate the request.

3. No one may make any cuts into the structure of any building (floors, walls, or ceiling) or make any changes to any common elements, limited common elements, or apartments in connection with the installation of the System, without the prior written approval of the specific cuts or changes proposed to be made by the owner. If a cut is made into the structure of the

building, it must be approved in writing by the Board and restored to a condition acceptable to the Board.

The Board may require that the owner provide confirmation from an architect, structural engineer, or other relevant expert that any cuts in the structure of the building will not adversely affect the building. In order to process the approval request, the Board may hire an architect, structural engineer, or other relevant expert, at the owner's expense, to evaluate the cut or change proposed to be made.

4. Wiring from the parking stall to the System should follow ceiling and wall corners and be covered for a neat appearance. A drawing of the wiring plan and a written opinion of the licensed electrical engineer or other qualified professional regarding the above stated compatibility and safety must accompany the Owner Notification and Agreement form for EV Charging System Installation.

5. Any owner's System shall be registered with the Resident Manager of the Association within thirty (30) days of installation.

6. In as much as each System installed at Canterbury Place will be installed on a common or limited common element, the owner wishing to install a System must first obtain the written consent of the Board of Directors of the Association; provided that such consent shall be given if the owner agrees in writing to: (a) comply with the Association's design specification for the installation of the System, including but not limited to obtaining a written opinion at his or her own expense from a licensed electrical engineer or other qualified professional certifying that the System to be installed is compatible and safe for the current capacity constraints of the Canterbury Place project's existing transformer and other electrical equipment, or the owner has agreed to pay for any necessary infrastructure improvements to guarantee such compatibility and safety; (b) engage a duly licensed contractor to install the System; (c) within fourteen (14) days of approval of the System by the Board of Directors, provide a certificate of insurance naming the Association as an

additional insured on the owner's homeowner's insurance policy and showing that the policy covers the System; and (d) the System will be installed on or near the owner's parking stall.

7. Owner shall provide the Resident Manager with a schedule of installation from start to completion. Installation shall not extend beyond thirty (30) days.

8. As a part of the approval request packet, owner shall submit to the Board a signed and notarized copy of the Agreement Creating Encumbrances on Title, for execution by the Board and recordation at the Bureau of Conveyances of the State of Hawaii. If the owner's request is approved, and installation is commenced, the Board shall be authorized to immediately record the Agreement Creating Encumbrances on Title, with any minor edits necessary to correctly reflect the owners' name, mailing address, parking stall number, and deed to the unit in such Agreement. A copy of the recorded Agreement will be provided to the owner upon recordation.

D. Obligations of the Owner and Each Successive Owner If the System is Placed on a Common Element or Limited Common Element.

1. The owner and each successive owner of the parking stall on which or near where the System is placed shall be responsible for any costs for damages to the System, common elements, limited common elements, and any adjacent units, arising or resulting from the installation, maintenance, repair, removal, or replacement of the System. The repair, maintenance, removal, and replacement responsibilities shall be assumed by each successive owner until the System has been removed from the common elements or limited common elements. The owner and each successive owner shall at all times have and maintain a policy of insurance covering the obligations of the owner under this paragraph and shall name the Association as an additional insured under the policy.

2. The owner and any successive owner of the parking stall on which or near where the System is placed shall be responsible for removing the System at the owner's sole expense, if reasonably necessary or convenient for the repair, maintenance, or replacement of the common elements or limited common elements.

3. The Board may also require the removal of a System that threatens the health or safety of building occupants.

5. PETS

5.1 No animals other than dogs, cats, fish, and birds may be kept by owners/renters in their respective apartments. No animals shall be kept, bred or used therein for any commercial purpose nor allowed on any common elements except in transit when carried. No more than a total of two dogs, cats, or birds are permitted. One fish tank shall not be any larger than 75 gallons. Multiple tanks shall not exceed a total of 150 gallons.

5.2 All animals, other than specially trained animals, must be carried or riding in a carriage while in common areas, including hallways, elevators, and lobbies.

5.3 Notwithstanding any provision to the contrary contained herein, certified guide dogs, signal dogs, and other such animals specially trained to assist handicapped individuals (hereinafter collectively referred to as "specially trained animals") shall be permitted at the Project subject to the following restrictions:

a. Such specially trained animals shall not be kept, bred, or used at the Project for any commercial purpose;

b. Such specially trained animals shall be permitted on the common elements (including but not limited to the Recreational Facilities) provided the specially trained animal is on a leash.

5.4 Owner/renters who maintain pets must care for them in a proper and sanitary manner, controlling fleas, ticks, and flies and disposing of fecal matter promptly in a toilet or trash chute. Fecal matter and litter shall be double-bagged before it is deposited in the trash chute. Pets will be controlled to prevent disturbing neighbors or health problems.

5.5 Pet owners shall indemnify the Association and hold it harmless against any loss or liability of any kind arising from such pets.

5.6 Pets are not permitted on the Recreation Deck or in the meeting/party room with the exception of specially trained animals.

5.7 Any pet or specially trained animal causing a nuisance or unreasonable disturbance to any occupant or guest, or that is involved in contact with any occupant, guest, or other pet in which injury occurs, shall be permanently removed from the Project promptly upon notice given by the Board or the Resident Manager; provided, however, that any such notice given with respect to a specially trained animal shall provide that before such animal must be removed, its owner shall have a reasonable time to acquire a replacement specially trained animal unless the Board determines that such animal poses an imminent serious threat of physical harm to other occupants or guests.

5.8 The feeding of birds, pigeons, etc. other than caged pets, in any apartment or on any private lanai or common area is prohibited.

6. RECREATION ROOM/BAR-B-QUE

6.1 Private parties may be held in the recreation room between 9:00 AM and 10:00 PM with an advance reservation. There is a limit of 20 people per party.

Reservations for the BBQ and recreation room must be made through the Manager's Office at least five (5) days in advance. Cooking shall be limited to the outdoor grill furnished by the Association.

There is a \$50.00 cleaning deposit required which will be returned if room is left clean, excluding cleaning of the grill.

a. Private use of the recreation room is limited to the interior and does not include use of the outside decks, swimming and hot tub pools.

b. Private use of the recreation room does not prohibit access to the restrooms by other residents.

c. Reserving the Bar-B-Que does not prohibit other residents from use during the time the Bar-B-Que is available.

7. SWIMMING POOL, HOT TUB-SPA AND SAUNA RULES

7.1 The Recreation Deck is open from 9:00 AM to 10:00 PM for owners, residents, and their guests. No one is permitted in this area at any time between 10:00 PM and 9:00 AM. No nudity, obscene or offensive language, use of illegal drugs, or

drunkenness will be tolerated. Owners/residents are responsible for their guests' conduct.

7.2 Owners, Residents and their Guests use the swimming pool/hot tub-spa and sauna at their own risk. The privilege of having pool guests shall not be abused.

7.3 Shower before entering the pool or hot tub, after use of sun tan oils, and after using the toilet.

7.4 After using the swimming pool/hot tub-spa, residents and guests shall dry off before entering the lobbies and elevators.

7.5 Deck chairs must always be covered with a towel.

7.6 Children under fourteen (14) shall not be in the pool area unless accompanied by an adult. Non-swimmers are not allowed to use the swimming pool/hot tub/sauna unless accompanied by an experienced swimmer.

7.7 For health and safety reasons Children under fourteen (14) shall not use the hot tub-spa at any time. The high temperature (104 degrees) is unsafe for young children.

7.8 For health reasons, please limit your time in the hot tub spa, or sauna to fifteen (15) minutes to prevent overheating and dizziness.

7.9 Swimming is not allowed in other than proper swimming apparel.

7.10 Any person having an infectious or communicable disease shall not use the swimming pool/hot tub-spa. Persons having any open blisters, cuts, etc., are warned that these are likely to become infected and advised not to use the pool.

7.11 Infants and toddlers must use swim diapers in the pool.

7.12 To avoid injury, no running, pushing or shoving of persons is permitted around the pool area. No jumping from any part of the building or railings into the pool is permitted.

7.13 For health and safety reasons the swimming pool/spa shall be immediately closed for cleaning in the event of an accidental fecal or vomitus discharge. All bathers shall be ordered to leave the swimming pool/spa until such substances are removed. The swimming pool shall be disinfected before the pool is reopened for use.

7.14 Life Ring, Rope, Hook, and other emergency equipment shall not be used as play toys. Life Vests, Water Wings or other swimming aids are allowed for children that are supervised, if their use does not disturb other swimmers.

7.15 No rafts, tanks, diving gear, athletic equipment or other flotation devices except training and safety flotation devices for infants, shall be permitted in the swimming pool/spa or on the recreation deck.

7.16 No pets are allowed in the swimming pool/spa/sauna.

7.17 No horseplay is allowed on the recreation deck which includes diving and jumping into the pool. All portable radios, tape decks, TV's etc. brought onto the recreation deck must be used with earphones or headsets.

7.18 Spitting, spouting of water, blowing the nose, etc., in the swimming pool/spa is prohibited. No smoking is permitted on the Recreation Deck, including the pool/spa/sauna.

7.19 Sauna use: always Use a towel when in the sauna, keep door closed while in use and make sure heating unit and lights are off when done.

7.20 No glass containers or any breakable material shall be permitted on the recreation deck. No food or drink shall be permitted within four (4) feet of the pool.

7.21 No one intoxicated or under medical supervision should use the hot tub/sauna.

7.22 People with heart disease, diabetes, high blood pressure, or any serious illness, and women who are pregnant

or who think they might be pregnant, should not enter the hot tub without prior consultation with their doctor.

7.23 Management reserves the right to prohibit anyone from using the swimming pool/hot tub/ spa/sauna for failing to comply with the normal precautions and these rules.

8. MISCELLANEOUS

8.1 Turn off washing machine faucets after each use. If the washing machine hoses break, it will cause flooding in the apartments below and the owner will be responsible for all the damage caused by the flooding.

8.2 Be sure the shower curtain is in the tub or shower door is closed before taking a shower. If this is not done, the water runs down the outside of the tub then down into the apartments below. The owner will be responsible for all damage caused by the flooding.

8.3 Water supply for the hand-held showers should be turned off at the faucets and not at the showerhead. If the water is turned off at the showerhead, the hot water supply crosses over into the cold water lines and only hot water comes out the faucets and toilets in the apartments above and below.

9. RECYCLING

9.1 The Association encourages recycling and has provided containers on all the parking decks. Please dispose of your plastic, glass bottles, and newspapers in their designated containers. **Cardboard and Styrofoam boxes must be taken**

to the basement for disposal as they are not acceptable for recycling and should not be placed in the trash chutes.

10. ENFORCEMENT OF RULES AND FINES

Enforcement of rules and fines may be grounds for legal action to recover sums due, for damages or injunctive relief, or both, maintainable by the General Manager or the Board of Directors on behalf of the Association of Apartment Owners or, in a proper case by an aggrieved apartment owner.

The General Manager and Security personnel have the authority to strictly enforce these House Rules. Threats against the General Manager or Staff are a serious violation.

- First Offense - A written citation given or sent to the violator with a copy to the owner, as applicable.

- Second Offense - A written citation given or sent to the violator with a copy to the owner, as applicable, and a \$50.00 fine assessed against the owner.

- Third Offense - A written citation given or sent to the violator with a copy to the owner, as applicable, and a \$100.00 fine may be assessed against the owner.

- Fourth and Subsequent Offense(s) - A written citation given or sent to the violator with a copy to the owner, as applicable, and a \$200.00 fine may be assessed against the owner for each offense.

- Second, third, fourth and subsequent offenses within a 12-month period need NOT be for a violation of the same provision before a fine is imposed. For example, if an owner, tenant or their guest violates a "Pool" rule for the first violation, and then violates a "Noise" rule for the second violation, the fine

would be imposed on the violator, with the owner ultimately responsible, upon the occurrence of the second violation. It is not necessary for an owner, tenant or their guest to repeatedly violate the same rule, such as a "Noise" rule twice before a \$50.00 fine is levied. A \$100.00 fine may be assessed for a third violation of any House Rule and a \$200.00 fine may be assessed for fourth and subsequent violations of any House Rule.

The Board has delegated its authority to impose fines to the General Manager. Fines will be payable to "AOAO Canterbury Place." Further, the Board has delegated its authority to the Property Manager to take appropriate action pursuant to the following Rule:

Payment of Fines and Liability - Apartment owners shall be liable for their own fines and for fines assessed against their guests, family members, agents, employees, tenants, their tenants' guests, family members, agents and employees. If a fine is not paid as required, the apartment owner shall be ultimately responsible for such payment. Payment must be made by check, payable to AOAO Canterbury Place, within ten (10) calendar days following the date of the citation. Payment of a fine shall be mailed or hand-delivered to the General Manager's office. If the resident-owner or tenant, as may be applicable, fails to pay or appeal a fine within said ten (10) calendar days, the fine shall be deemed a common expense chargeable against the OWNER'S APARTMENT. The General Manager will attach payment to the apartment owner's account.

· Appeal of Fines - Any citation or fine may be appealed as provided in this subsection.

Within ten (10) days of the date of a citation or fine, an owner, tenant, or other offender may appeal to the Board by mailing or delivering written notice of appeal to the General Manager's office. Said appeal must be delivered to the General Manager's office 10 days before the next monthly Board meeting at which it is to be heard.

If an appeal is made to the Board, the appeal must contain a copy of the citation, a statement of the facts of the offense, the reason for appeal, the names and addresses of any witnesses, and copies of any proposed exhibits.

The owner, tenant, or other offender may ask to appear at said regular monthly Board meeting to provide additional information or the Board may ask the person to appear. The petitioner will be notified of the date and time the appeal will be heard.

· AN APPEAL shall NOT be granted based on ignorance of the House Rules or hardship.

· Enforcement of the By-Laws and House Rules - - The Board of Directors is empowered by the following sections of the Hawaii Statutes Chapter 514B, Condominium Property Regime, to enforce compliance of the By-Laws and House Rules:

514B-112: Condominium community mutual obligations

Each unit owner, tenants and employees of an owner, and other persons using the property shall comply strictly with the covenants, conditions, and restrictions set forth in the declaration, the bylaws, and the house rules adopted pursuant thereto. Failure to comply with any of the same shall be grounds for an action to recover sums due, for damages or injunctive relief, or both, maintainable by the managing agent, resident manager, or board on behalf of the association or, in a proper case, by an aggrieved unit owner.

514B-157 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 unit;

(2) Foreclosing any lien thereon; or

(3) Enforcing any provision of the declaration, bylaws, house rules, and this chapter, 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.

11. DEPARTURE/ABSENCE CHECKLIST

As a reminder, owners and residents are required to have a contact person (Agent) on Oahu to act as their representative anytime the apartment is vacant and the owner will be off-island.

11.1 Turn off icemaker. Put lever in the up position.

11.2 Close draperies. Shut off air conditioning or set air conditioning thermostats on low fan speed & warm temperature.

11.3 Check washing machine faucets to be sure they are off. Also, be sure the washing machine and dryer doors are slightly open to let the drums air out.

11.4 To avoid damage from high winds, bring lanai furniture into the apartment. Nothing should be left on the lanai.

11.5 When guests are in your residence, they shall be registered in the office by completing an owner/renter registration form. This information is needed for proper security and in the event of an emergency.

11.6 Inform the General Manager when you or the occupants of your apartment will be leaving for any extended period and again when you or the occupants return. This information is

critical for proper security and for any emergency possibly affecting your property.

