

*Eden at  
Haiku Woods*

# HOUSE RULES

**31 July 2019**

**EDEN AT HAIKU WOODS**  
**HOUSE RULES**  
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## **PREAMBLE**

**Welcome to Eden at Haiku Woods!**

**The House Rules were established to ensure a cooperative lifestyle in our community.**

**Please familiarize yourself with these rules periodically to ensure Eden at Haiku Woods continues to be a beautiful, harmonious, and desirable place to live.**

## HOUSE RULES

### I. AUTHORITY FOR RULES

A. **Legal Authority:** The House Rules within this booklet are supplementary to and not an exclusive or exhaustive list of limitations and restrictions which are set out in the governing documents for Eden at Haiku Woods. The authority for such rules is contained in the following documents:

1. The “Condominium Property Regime Act,” is the basic condominium law and contains the provisions that all persons who enter upon and use the condominium *must obey the provisions of the Declaration of Horizontal Property Regime, and the By-Laws, House Rules, and other lawful determinations of the apartment owner’s association.*

2. Article VIII, Sec. 2 of the Association’s By-Laws provide that the Board of Directors may adopt House Rules which are binding upon all occupants. The By-Laws also provide that these rules may be modified and amended at any time by the Board of Directors, provided that apartment owners are given notice and an opportunity to be heard.

B. **Responsibility:** This document sets forth the House Rules of Eden at Haiku Woods Condominium (the “Project”), stating clearly the responsibilities of the owners, occupants and guests of owners and residents at Eden at Haiku Woods. The rules apply to all persons who enter upon and use the Project and shall be enforced by the Association and Management and applied in accordance with the requirements of the “Declaration,” and any applicable governmental statute, ordinance, rule or regulations, including, without limitation, those pertaining to fair housing, as the same may be amended from time to time.

### II. DEFINITIONS

A. **Owner:** The person(s) whose name appears on the ownership documents.

B. **Resident/Occupant:** Any person, including an Owner or Tenant and his or her family members; who occupies a unit on a full time basis.

C. **Visitor or Guest:** A person visiting a unit for a short, non-continuing period of time. Visitors or guests who visit on a continuing basis will be considered to be occupants of the Project if the visit exceeds fourteen (14) days and/or nights in any given month.

D. **Community, Complex or Project:** The buildings and grounds of Eden at Haiku Woods condominium project.

E. **Board of Directors:** The Board of Directors of the Association of Apartment Owners (AOAO), including its Officers and Directors.

### III. GENERAL RULES

A. **Occupants' Responsibilities:** Each owner and/or occupant shall observe and abide by these House Rules. Owners, residents, tenants, or their agents or any other person using the property through the owner, are responsible for ensuring that their guests observe and abide by these House Rules. Notwithstanding any other provisions of these House Rules, each owner is ultimately responsible for:

1. The payment to the Association of any fines or charges levied against the owner, or against the occupant of the owner's unit or occupant's guest or any other person using the property through the owner.
2. Reimbursing the Association for any damages caused by, or for any fees and costs incurred by the Association in connection with the enforcement of these House Rules against the owner occupant of the owner's unit, guests of either, or any other person using the property through the owner.

B. **Registration:** Each occupant must complete a registration form available at the Resident Manager's office within seven days of occupancy. This form includes information listing all occupants, their residence and business phone numbers for emergency contacts, descriptions and license numbers of their vehicles, and whether they have any pets. The Resident Manager is to be informed of any changes in this information within seven days of the changes. Owners are responsible for ensuring that their tenants comply with all rules and are furnished with a copy of the House Rules. Copies of the House Rules may be obtained from the Resident manager or downloaded from the website, <https://sites.google.com/site/haikuwoodsaoao/home>

C. **Apartment Access:** In case of an emergency, the Managing Agent, Resident Manager, and any other person authorized by the Board or the Managing Agent may enter any apartment, whether or not the owner or occupant shall have received an advanced request for entry or is present at the time of entry. In other cases, there shall be such right of access to any apartment as may be necessary for the operation of the property for the purposes of inspecting or correcting any condition in an apartment that threatens damage to another apartment or a common element, or for the purposes of performing installations, alterations or to make repairs therein necessary to prevent damage to the common elements or another apartment (e.g. plumbing problems, termites, or health concerns), provided that request for such non-emergency entry shall be made in advance and any such entry shall be at a time reasonably convenient to the owner or occupant.

D. **Pest Control:** Apartment owners are to make their unit available for termite inspection and/or treatment as required by the Association. Owners and occupants will be given prior notification of all apartment access requirements for the purpose of pest control. Owners

who do not make their units available for pest control, inspection and/or treatment will be subject to fines and may be required to bear the cost of completing required pest control.

E. **Guests:** Occupants are responsible for registering with the Resident Manager's office any guest who will be occupying the apartment for a period exceeding twenty-four (24) hours. Prior to registration, guests may not use the recreation facilities unaccompanied by the occupant. After registering with the Resident Manager, guests may use the recreational facilities unaccompanied by the occupant.

F. **Solicitation:** Any solicitation of any kind by anyone without approval of the Board is strictly prohibited at the Project.

G. **Hazardous Materials:** No oils or fluids in excess of normal household usage, such as gasoline kerosene, naphtha or benzene, explosives or other articles deemed extra hazardous to life, limb or property shall be stored, used or permitted to be brought on the premises.

H. **Signs:** No names, signs or lettering shall be inscribed or exposed on or at any window or other part of the buildings, nor shall anything be projected out of any window so as to be visible from the exterior, except as shall have been approved in writing by the Board of Directors. Additional guidelines are contained in the Architectural Guidelines, Rules & Regulations (TBD).

I. **Seasonal Decorations:** Temporary seasonal decorations may be put up on the exterior of a resident's apartment provided that the decoration is not offensive, as shall be determined at the Board's discretion, and does not pose a hazard or obstruct transit through the common elements. Electrical decorations shall not be plugged into common element electrical outlets. Seasonal and holiday decorations may be displayed no earlier than fourteen (14) days before the holiday and must be removed no later than seven (7) days after the designated holiday.

J. **Hanging Laundry:** Clothing or laundry will not be placed or hung from lanai or lanai railings, or in doorways or windows in such a manner as to be visible to persons outside the building.

K. **Outdoor Cooking:** Outdoor cooking may only be conducted on lanai so as not to be offensive to any neighbor. Wind direction should be considered as to prevent smoke from entering neighbors' homes. Any damage or nuisance caused as a result of outdoor cooking will be the responsibility of the owner or occupant creating the smoke. Cooking in front entryways or on lanai railings are prohibited. Use of the common elements for residents' outdoor cooking for group gatherings and parties may be permitted with the approval of the Resident Manager. Everyone is reminded to use caution when cooking on lanai and to not leave cookers unattended. Ensure charcoal is completely extinguished prior to disposal. Use of charcoal on wooden lanais are prohibited as it poses a fire risk which would be an exclusion of coverage under the Association master insurance policy. Fires other than for cooking are not permitted.



L. **Lanais:** Lanais may be furnished appropriately with chairs, lounges and small tables and shall be kept in an orderly manner. Refrigerators and other articles not usually considered as normal lanai furniture are not permitted on the lanai. Lanais are not to be used as storage areas for sports and play equipment (bicycles, surfboards, rafts, exercise items, etc.), surplus cartons, file cabinets, boxes or any other types of excess belongings. Except as allowed in paragraph K above, open flame devices, such as tiki torches, outdoor fire places/pits, etc. are prohibited. As the wooden lanais are deemed a “limited common element” and the Association is responsible for maintenance and repairs; nothing shall be attached to them with fasteners (i.e. nails, screws, etc.) which penetrate to any part of the painted wooden posts, rails and deck surface as such will compromise the integrity of the waterproofing and introduce wood rot and structural failure. Residents shall only use water based biodegradable cleaning products to wash the deck finish. Use of anything else will void the material surface manufacturer’s product warranty. Lanais will be accessed periodically by authorized Association employees and contracted personnel to perform maintenance and repairs.

**1. 3-Bedroom Lanai Owner/Tenant Responsibility**

- Potted plants must not be in direct contact with wood deck.
- Owners must keep wood surfaces clean, free from mildew, mold and the build-up of debris such as leaf matter.
- Owners must immediately report any defect to the Resident Manager.
- Owners will not penetrate deck or railing with nails, screws, staples, etc. or in any manner that will disturb weather protection of the wood.
- The attachment of any device under the lanai construction including, but not limited to, bicycles, surf boards, kayaks, hammocks etc., is strictly prohibited.

**2. 2-Bedroom Lanai Owner/Tenant Responsibility**

- Owners must keep wood surfaces clean and free from mildew, mold and the build-up of debris leaf matter.
- Owners must immediately report any defect to the Resident Manager.
- Owners will not penetrate deck or railing with nails, screws, staples, etc. or in any manner that will disturb weather protection of the wood.
- Owners must ensure lanai drains and drain cover(s) are cleared of matter, to ensure the absence of water build-up.
- Owners are responsible for the care and maintenance of the storage area including the storage doors.

M. **Potted Plants:** Potted plants shall not be placed on or hung over the outside of the lanai railings to prevent plants from falling and causing a hazard below. Potted plants on lanai or entrances must be kept attractive, orderly, and clean of all dirt and water to minimize rot, mold, and termite infestation. Drip pans must be placed under each potted plant. Plants on lanai must not cause any hazardous conditions. Entrance and lanai areas must have enough clearance to allow ingress and egress in case of fire or an emergency. Potted plants are prohibited from extending beyond five feet from the entrance of the unit. No pot or vessel of any kind may be

allowed to remain where it can collect and hold standing water that would encourage mosquito propagation.

N. **Window Treatments:** Draperies and other window treatments visible from the exterior of the unit or any portion of the project will be of a neutral color, or lined with a neutral color.

O. **In-Home Occupations & Business:** Apartments shall be occupied and used only as private residences. No apartment will be used for carrying on of any business or trade or home occupation of any kind.

P. **Fireplaces:** No fireplaces or other open flame devices, including appliances, are to be used or installed within any unit at any time.

Q. **Receptacle and Implements:** Except for momentary resting while in the process of active transit, no garbage cans, household supplies and implements, excess items or similar articles are to be placed outside the apartment unit, including on ground and upper level lanai.

R. **Illegal Activities and Substances Prohibited:** No activity is to be engaged in and no substance is to be introduced into or manufactured within the buildings of the Project which might result in violation of the law or in the cancellation of the insurance or increase in the insurance rate of the Association.

#### IV. COMMON AREA

A. **Responsibility for Damage:** Each owner and occupant is personally responsible for any damage or destruction to any common or limited common elements or other property caused by the owner/occupant or his/her family members, guests, employees, pets or any other occupants of the unit, or anyone using the Project under the unit owner's authority.

B. **Awnings, Projections and Exterior Decorations:** No awnings, hanging screens, or other projections are to be attached to the outside walls of any building or the exterior of any door or window, except upon written approval of the Board of Directors.

C. **Walkways:** Walkways are not to be obstructed or used for any purpose other than walking to and from units. Walkways are not to be used as play areas. Ball playing, skateboarding or bicycle riding and similar activities are not permitted in the common areas, parking garages or stall areas. Parking lots, garages and driveways are extremely dangerous as play areas because of vehicular traffic.

D. **Common Dumpsters:** Garbage, rubbish and other trash, except home demolition/construction debris are to be disposed of only in the dumpsters provided. Trash is to be placed inside the dumpsters, not around or on top. Trash and garbage, particularly that containing food, are to be securely wrapped before being placed in dumpsters. Do not throw loose food into dumpsters. Boxes and large cartons are required to be broken down and flattened

prior to placing in trash dumpsters. Large oversized items, such as mattresses, old appliances, or furniture are not to be placed in or around the dumpster. Residents shall ensure all demolition and construction debris/trash is removed from the property in a timely manner and taken offsite for appropriate disposal. Occupants may take these items to the Kapa'a Transfer Station in Kailua seven (7) days a week or use Bulky Item Pick-up. Large items may be placed at the street curb no earlier than one day prior to the City & County's Monthly Bulky Item Pick-up Schedule (<http://www.opala.org>) . Please coordinate with the Resident Manager. Residents can all help to reduce waste on our island by practicing the 3R's - **Reduce**, **Reuse** and **Recycle** - at local recycling centers-or through donations to organizations.

E.     **Fireworks:** Use of fireworks of any type is prohibited within the project.

F.     **Weapons and Projectiles:** Firing of guns (including BB or pellet guns regulated in accordance with the provisions of the Revised Ordinances of Honolulu, Chapter 41, Article 8 Air Guns), arrows, or other projectiles on the premises is strictly prohibited.

G.     **Antennas:** No outside radio or TV antennas, satellite dishes or reception devices other than those installed by the Association are permitted on or about any building on the Project.

H.     **Personal Item Storage:** No items of personal property, including, but not limited to, baby carriages, mopeds, bicycles, surfboards, wind surfers, kayaks, etc. are to be left or allowed to stand on any of the common and limited common elements, except as specifically provided in Section VIII.D.1

## **V. PROJECT MAINTENANCE**

A.     **Maintenance Employees:** Employees of the Association are under the sole direction of the Resident Manager during the prescribed hours of work. They are not to be diverted to the private business or employment of any owner, occupant or guest.

B.     **Occupants and Maintenance Employees:** No employee is to be asked by any owner, occupant or guest to leave the common elements, nor asked to do anything specially requested by the owner, occupant or guest.

C.     **Landscaping:** The landscaping of common areas, limited common areas and surrounding grounds will be performed by the Resident Manager and maintenance personnel under the Resident Manager's direction. No alterations, additions or deletions to plants and/or structures in those areas will be made by any owner, occupant, or anyone using the Project under the owner's authority except with the expressed written consent of the Board of Directors.

D.     **Common Area Changes:** Apartment doors, hallways, stairways, entrances, lobbies, landscaped areas, lights and any other parts of the common area shall not be altered in any way from the appearance authorized by the Board of Directors. This rule does not apply to the interior surfaces of apartment door, for which owners are responsible to paint, maintain and

repair. No one shall, without the prior written approval of the Board of Directors, install any wiring for electrical installation, machines or air conditioning units, or other equipment or projection whatsoever on the exterior of any building of the project or protruding through the walls, windows or roof thereof.

E. **Individual Unit Upkeep:** Cleaning of individually owned apartments, including lanais and all windows, is the responsibility of the occupant. Cleaning of gutters and roofs is the Association's responsibility.

## **VI. NOISE AND DISRUPTION OF OTHERS**

A. **Quiet Hours:** Quiet hours are to be observed between the hours of 10:00 p.m. and 8:00 a.m. daily. No occupant is to make, or allow family members or guests to make, any unreasonably disturbing noises on the premises that will annoy or interfere with the rights of other residents to the quiet enjoyment of their property and the common elements

B. **Parties:** Loud parties or noisy gatherings without approval of the Board are not permitted at any time. Remember there are other people living close to you. Respect the rights of all residents to the quiet enjoyment of their property.

C. **Noise:** At all times, stereos, radios, TVs, musical instruments, and other sound making devices shall be used only at a volume level so as not to unreasonably disturb others. All users of noise making devices of any kind, on the Project, are to comply with the standards of the Hawaii Department of Health and the Revised Ordinances of Honolulu, Chapter 41, Article 31 Noise Control and Article 42 Alarm Systems. Construction work requiring excessive noise should be scheduled during the hours of 8:00 a.m. – 5:00 p.m.

D. **Common Recreation Areas:** Recreation areas are to be used so as not to violate noise rules.

E. **Radio Transmitters:** Ham, citizen band, satellite, short-wave transmitters or any device which interfere with the reception of other occupants' TV, radio, etc. are not permitted.

F. **Occupant and Guest Responsibilities:** Occupants and guests are to immediately cease activities which violate these rules without argument or dispute upon being so requested by another owner or occupant or representative of the Association. Unresolved disputes will be referred to the Resident Manager or other representative of the Association.

## **VII. PETS**

A. **City and County Ordinances:**

1. Revised Ordinances of Honolulu, Chapter 7, Animals and Fowl apply at all times. Animals, as defined by City and County revised ordinance,

- include but are not limited to those animals that are customary and usual pets such as dogs, cats, rabbits, birds, etc.
2. Revised Ordinances of Honolulu, Chapter 7, Article 2, Sec. 7-2.2 prohibit an owner from allowing their animal to make noise incessantly for more than ten minutes, or intermittently for more than one-half hour, unless a person is trespassing or threatening to trespass on the property on which the animal is located.
  3. Revised Ordinances of Honolulu, Chapter 7, Article 4, Sec 7-4.1 states the owner cannot allow their animals to go onto other people's private property without the occupant's consent, nor onto public property, including common areas, except with a leash eight feet long or shorter. It is also unlawful to allow his/her animal to excrete any solid waste on property unless the person promptly removes the animal waste.

**B. Ownership:** Domestic household dogs, cats, tropical fish, birds, guinea pigs, mice or other animals as would normally be found in local pet stores may be kept within the enclosed apartment unit. Such pets may be kept by owners and occupants. No livestock, poultry, or other animals may be kept within the premises. No owner or occupant is to cause or allow the breeding, boarding or raising of any pet or animal for sale or any commercial purpose. Excluding fish, no more than 3 pets may be kept in the household. Persons desiring to keep any other pet shall have prior written authorization from the Board of Directors.

**C. Cleanup:** Each pet owner is responsible for promptly removing from the grounds and any area of the common elements and limited common elements pet defecation, placing same in a sealed container, and depositing such container in the refuse collection dumpster only.

**D. Restrictions:**

1. Pet owners shall not allow their animals to cause personal injury or property damage. Owners are responsible for any damage caused by their pets. Any damage caused by cleaning chemicals or other such materials used in an attempt to remedy said damage is also the full responsibility of each pet owner.

2. Feeding, caring for, or otherwise aiding stray animals is prohibited. Injured or stray animals shall be reported to the Resident Manager or Hawaiian Humane Society for pick up at (808) 946-2187.

3. Residents are not allowed to leave pets unattended on the lower lanai leading to the common areas.

## **VIII. PARKING AND VEHICLES**

**A. Speed Limit:** The speed limit is 10 mph on Eden at Haiku Woods premises. Speeding will not be permitted within the Project. Occupants are encouraged to notify the

Resident Manager when such violations occur so appropriate action may be taken to protect the safety of all persons on the Project.

**B. Designated Stalls:** Vehicles must be parked in designated stalls. Any vehicle improperly parked may be towed away without notice at the car owner's expense. It is the responsibility of each owner and occupant to require their guests to park in designated guest parking areas or outside of the Project. Parking is not allowed along driveways or in other than designated stalls. Residents are prohibited from parking in guest parking stalls.

**C. Guest Parking**

1. Occupants with guests requiring a guest parking stall overnight must obtain a Guest Parking Permit from the Resident Manager before 5:00 p.m. on the day the guest stall is to be used.

2. The occupant must provide the Resident Manager with the vehicle description, license plate number and duration of stay. This permit must be clearly displayed on the driver's side of the dashboard.

3. The Resident Manager can only issue four (4) active permits at any one time due to limited guest parking. Permits will be issued on a first come, first served basis, one per unit, for a period not to exceed fourteen (14) days.

4. Parking in guest parking stall is prohibited between 1:00 a.m. and 5:00 a.m. except for guests with parking permits.

5. Violation of guest parking may result in vehicles being towed at the vehicle owner's expense.

**D. Parking Stall Use:** Parking stalls may be used only for parking of motor vehicles, except as noted below:

1. Bicycles, motor bikes and boats that do not extend beyond the length of the stall lines are considered vehicles.

2. Vehicles that do not fit wholly within the stall lines are considered oversized and must be parked off the premises.

3. Oversized vehicles are permitted to be parked temporarily when active loading/unloading is taking place.

4. Mechanical repairs, other than minor, are strictly prohibited anywhere in the Project. Repairs are not minor if they take more than one day to complete

**E. Parking Stall Maintenance:** Owners and occupants are responsible for the condition of their parking stalls. Owners/residents are responsible for keeping their stall free of any oil or grease. Any oil or grease spills, stains, drips, etc. must be promptly removed. Violators will be cited and cleaning of the stall will be required to be completed within seven (7) days. The Association will have the stall cleaned and charge the cost of cleaning to the owner if the owner/resident does not clean the stall within the stipulated time.

**F. Excluded Vehicles:** Motor bikes, trail bikes, all-terrain vehicles and motor cycles may not be ridden within the confines of Eden at Haiku Woods except to enter or leave the premises on the roadways.

G. **Inoperable Vehicles:** All vehicles parked in stalls must have a current registration and current safety inspection sticker affixed.

H. **Storage of Non-Vehicular Items:** No personal items, such as lumber, furniture, ladder, appliances or crates, are to be left, stored or otherwise permitted in the parking area. Parking stalls are for parking vehicles only and not for storage or repairs or any other usage. Any miscellaneous items or parts, such as batteries, tires, etc., which are left lying around the parking areas will be disposed of at the sole risk and expense of the unit owner and/or occupant.

I. **Disclaimer:** The Association, its officers, employees and agents are not responsible for any claim by reason of injury, fire, loss or theft of any vehicle or other object or the contents thereof while parked at/on the "Project."

## **IX. BUILDING ALTERATION AND COMMON AREA STORAGE**

A. **Alterations and Renovations:** No alterations or additions to any unit, structural or nonstructural are permitted except in accordance with the provisions of the Declaration of Horizontal Property Regime and the By-Laws, and as provided for in the Architectural Guidelines, Rules, and Regulations. The Project Documents and the Condominium Property Act prohibit alterations or additions within an apartment without prior written approval of the Board and/or other Owners. Owners or other Occupants who are contemplating remodeling should first consult with the Board of Directors or its Authorized Representative to ascertain whether prior approval is required. Any alteration which involves any load bearing wall or any utility almost certainly requires prior approval. Commencement of any remodeling without approval may result in an Owner having to remove alterations. The owner will be held liable if the structure is weakened.

B. **Common Element Storage:** No item of personal property, except as noted within the architectural guidelines, is to be placed in, attached to, or stored in any common area or limited common area. Personal property includes, but is not limited, to boxes, hoses, ladders, bracket devices for attachment to buildings or extensions thereof, any appliances or bulky items such as bicycles, surf boards, or any potted plants. It is intended that the exteriors of the building are safe and present a uniform appearance. No owner or occupant shall place, store or maintain on walkways, grounds, parking areas or other common elements, any furniture, packages or objects of any kind, or otherwise obstruct transit through such common elements. Vehicles, including motorcycles and mopeds, must be parked in an assigned parking stall. Any property stored in a manner that is in violation of these House Rules, may be removed at the direction of the Board and at the expense of the occupant.

C. **House Rule Enforcement Disclaimer:** The Association, its Resident Manager, Officers, Directors, Managing Agent, and other employees are not to be held responsible for the

failure to enforce any of these House Rules against any person for which an owner or occupant is responsible under the House Rules or any applicable provision of the By-Laws of the Association or Declaration of Horizontal Property Regime. None of the provisions of the Project documents are intended to contravene State, County, City, or Federal law.

## **X. POOL RULES**

**A. Guests:** Non-registered guests using the pool must be accompanied by an occupant in the pool area. Residents using the pool may accompany no more than four (4) nonregistered guests in the pool area per unit. For more than four (4) non-registered guests per unit, the occupant must obtain authorization from the Resident Manager PRIOR to the occasion. To the extent it is determined by the Resident Manager that an occupant has an unreasonable number of non-registered guests in the pool area, the occupant will be requested to rectify the situation. Failure to immediately abide by the Resident Manager's request will be deemed a violation of these House Rules.

**B. Hours:** The swimming pool hours are from 9:00 a.m. to 10:00 p.m.

**C. Age Requirements:** For safety reasons, the Association strongly recommends that persons under the age of 12 should be accompanied by someone who can ensure their safety, unless the child is a competent swimmer. A child's parent or guardian shall be responsible for determining if the child is a competent swimmer. The Association does not assume the responsibility of supervision nor provide lifeguard protection.

**D. Health Regulations:** The Department of Health requires that a person with an infectious or communicable disease be excluded from the swimming pool. Persons having any open blisters, cuts, etc. are warned that these are likely to become infected and therefore are prohibited from using the pool.

**E. Spitting:** Spitting, spouting of water, and blowing the nose in the swimming pool are strictly prohibited.

**F. Conduct:** Horseplay, running, screaming or other boisterous conduct is not permitted in the pool area, nor is any splashing of water other than that accompanying normal swimming. Throwing of any object is not permitted in the pool area at any time.

**G. Noise:** Any device emitting sound is prohibited in the pool area, except when used with earphones.

**H. Litter:** Litter must be disposed of in the receptacles provided.

**I. Safety Equipment:** The pool safety equipment is not to be used as toys.

**J. Toys in Pool:** Flotation devices are permitted in the pool provided they do not pose a safety hazard or obstruct/infringe upon others. Toys of reasonable size as determined by



the Resident Manager appropriate for a pool are allowed. No bicycles, tricycles, skates, skateboards, or other wheeled vehicles are permitted inside the fenced pool/recreation area. No scuba equipment is allowed in the pool.

K.     **Personal Belongings:** Personal belongings, such as towels, sunglasses, books, etc., are to be removed upon leaving the pool area.

L.     **Swim Wear:** Only acceptable swim wear is allowed in the pool. Cut-off jeans, tennis shorts or undergarments are prohibited. Persons who are incontinent or not toilet trained must wear a diaper that is covered by a snug-fitting waterproof outer cover garment.

M.     **Glass:** Glass, including drinking glasses or bottles, are prohibited in the pool area. Sun tan oils, lotions, etc., must be in unbreakable containers.

N.     **Showers:** Showers must be taken and sun tan oils, lotions, etc., must be completely washed off before entering the pool. Swimmers leaving the pool to use the toilet shall take a second shower before returning to the pool. Showers are located next to the saunas.

O.     **Pets:** Pets are forbidden in the fenced pool area in accordance with Health regulations. Notwithstanding anything to the contrary contained herein, a disabled individual may bring along a leashed trained guide dog, signal dog, or service animal reasonably necessary to assist the disabled individual, in the pool area. However, in no case are the animals allowed in the water of the pool or whirlpool.

P.     **Gates:** Gates shall be closed upon entering and leaving the pool area. Keep gates locked upon entering and leaving the pool area. Use a key to open gates. Do not climb over the fence.

Q.     **Pool Furniture:** No furniture is allowed in the water of the pool or whirlpool.

R.     **Parties:** Parties shall not be held in the pool area without the PRIOR consent of the Resident Manager.

S.     **Prohibited Acts in the Pool:** No eating or drinking is permitted in the pool.

T.     **Violations:** Persons in violation of the foregoing may be fined and/or prohibited from using the facility.

U.     **Interpretation:** The Resident Manager or Board Director is authorized to interpret pool rules. This interpretation may be modified at any future Board of Directors meetings.

V.     **Mandated Pool Closure:** State health rules require the immediate closure of the pool in the event of fecal or vomitus discharge. Notify the Resident Manager and all persons

shall immediately leave the pool. The pool shall be disinfected in accordance with State Department of Health procedures before reopening.

W. **Smoking:** Use of all tobacco products and non-tobacco products e.g. vapor, e-cigarette, etc. are strictly prohibited in the pool area (within the perimeter wall and fencing).

## **XI. SAUNA RULES**

A. **Safety Requirements:** For safety reasons, the Association strongly recommends that persons not familiar with the proper operation and/or use of a sauna be accompanied by a person that has knowledge of the operation and use of a sauna. Persons using the sauna must do so with the understanding that the Association provides no supervision or attending safety personnel in or at the sauna area. Persons with poor health should consult their physician before using the sauna. Do not use the sauna for more than thirty minutes per sitting. Do not use the sauna if you have been drinking alcohol.

B. **Age Requirements:** For safety reasons, the Association strongly recommends that persons' age five and under not use the sauna. Also, persons' under the age of 14 should be accompanied by an adult in or at the sauna area at all times. Occupants' and their guests' may use the sauna with the understanding that the Association does not provide supervision of the sauna or its use at any time.

C. **Hours:** The hours for use of the sauna are 9:00 a.m. to 10:00 p.m.

D. **Appropriate Usage:** The sauna and rest rooms are not for play and are to be used for their intended purposes.

E. **Alcoholic Beverages, Smoking, and Eating:** No drinking alcoholic beverages, smoking or eating is permitted in the sauna.

F. **Proper Operation:** When using the sauna, printed instructions posted in the sauna must be followed. Do not use the sauna for drying clothes, bathing suits, etc. Do not hang towels above the heater or place any objects on the heater. Failure to observe this rule could result in a fire. Do not use excess amounts of water on the heater.

G. **Clothing:** Appropriate clothing (swimsuits) must be worn while using the saunas.

## **XII. WHIRLPOOL RULES**

A. **Whirlpool:** All rules governing the use of the pool and sauna are applicable to the whirlpool.

B. **Safety Requirements:** For safety reasons, the Association strongly recommends that persons not familiar with the operation and/or use of a whirlpool be accompanied by a

person with knowledge of the operation and use of whirlpools. The Association does not assume the responsibility of supervision, nor does it provide attending safety personnel.

C. **Age Requirements:** For safety reasons, the Association strongly recommends that persons under the age of 14 be accompanied by an adult in or at the whirlpool area at all times. Occupants and their guests may use the whirlpool with the understanding that the Association does not provide supervision of the whirlpool or its use at any time.

D. **Caution:**

1. According to the Consumer Protection Agency: "Whirlpools are therapeutic in nature. They are a popular way to relax, but there are hidden dangers. Water temperature should never exceed 104 degrees F. Water temperature of 100 degrees may be healthy for adults, but is too hot for children.

2. Drinking alcohol prior to or during whirlpool use could lead to unconsciousness and drowning.

3. Pregnant women or people with any serious illness, such as heart disease, diabetes, should not use a whirlpool. Anyone taking medication should get their doctor's permission to use a whirlpool.

4. Users should stay away from the whirlpool gates and drain covers as the suction from drain outlets is strong enough to trap hair or other body parts sometimes resulting in drowning.

E. **Eating and Drinking:** No eating or drinking is permitted in the whirlpool.

### **XIII. PERSONS WITH DISABILITIES RIGHTS**

A. **Disabled Residents:** Notwithstanding anything to the contrary contained in the Declaration, the By-Laws, or these House Rules, the Board is authorized to grant disabled residents:

1. Permission to make reasonable modifications to their dwellings and/or the common elements at their expense (including without limitation, the cost of obtaining any bonds required by the Declaration or the By-Laws), if such modifications are necessary to enable them to use and enjoy their dwellings; and

2. Reasonable exemptions from the Declaration, the By-Laws and the House Rules when necessary to enable them to use and enjoy their dwellings, i.e. visually or hearing-impaired persons shall be allowed to keep certified Seeing Eye or signal dogs.

B. **Application for Modifications or Exemptions:** Those individuals applying for modifications or exemptions under this Rule shall make the request in writing where practicable. The request shall set forth the nature of the request, the specific modification of exemption being sought, the disability being accommodated, the reasons that the request is reasonable, and any other facts relevant or helpful to the Board in making a determination whether to grant the request. The Board may require the owner and the Association to execute a written memorandum of understanding regarding the request. The Board meets periodically. If your request must be

considered before the next regularly scheduled Board meeting, please include information of your request explaining the need for expedited action.

#### **XIV. FINES, PENALTIES, AND REMEDIES**

##### **A. General Provisions:**

1. Applicability: These provisions are applicable to all owners, occupants and/or anyone using the Association property under the authority of the respective owners.
2. Authority: If an owner, occupant or guest fails to comply with the House Rules, fines may be imposed pursuant to the authority of the Eden at Haiku Woods By-Laws, Article III, Section 2 (u).
3. Owner Notification: Copies of all written notices of violations issued to tenants will also be sent to the appropriate apartment owners and/or agents so designated by the owner.

##### **B. Owner Responsibility for Fines:**

1. Fines: Owners are responsible for their guests' and tenants' observance of all House Rules and for the payment of any fines levied.
2. Association Expenses: In the event that expenses are incurred by the Association due to violations of the House Rules by an owner, occupant or guest, the owner is responsible for payment of all such expenses to include but not be limited to fees, judgments, liens, and remedies.

##### **C. Notice of Violation:**

1. Written Notice: When the Resident Manager or other authorized agent of the Association becomes aware of a violation, the Resident Manager, Managing Agent or the Board may give written notice of the violation to the owner and/or occupant as appropriate. Normally, if a minor infraction is noted, a verbal warning may be given and if immediately corrected, no further action is warranted. However, at the discretion of the Resident Manager or other authorized agent of the Association, or if the offender does not correct or refuses to cease the violation, written warnings and fines that are accumulated within a 365 day period will administered as follows:

a. First Offense: A written warning will be issued on the Notice of Violation of House Rules form (Appendix A) to the offender. Copies of the Notice of Violation will be distributed as listed on the bottom of the form. A copy of the citation will be sent to the apartment owner or agent if the offender is a renter or tenant.

b. Second Offense: A written Notice of Violation will be given to the offender with a minimum of a \$50.00 fine assessed against the apartment owner. A copy of the violation will be sent by Certified Mail, Return Receipt Requested to the owner or agent if the offender is a renter or tenant.

c. Third and Subsequent Offenses: A written Notice of Violation will be given to the offender with a fine up to the maximum as noted in paragraph XIV.D Schedule of Fines and Penalties, assessed against the apartment owner. A copy of the violation will be sent by Certified Mail, Return Receipt Requested to the owner or agent if the offender is a renter or tenant.

2. Assessment of Fines: The Resident Manager or Managing Agent shall have discretion to assess fines and penalties in accordance with the Schedule of Fines and Penalties by notifying the owner and/or occupant of the violation and the fines and further penalties as set forth herein.

3. Serious Violations: No warning will be issued for “serious” violations. A citation and fine will be imposed in such amount as the Board of Directors determines to be reasonable, but not exceed \$300.00 for each “serious” violation. Violations that create or pose a threat to persons or property, cause injury or damage to persons or property, or are considered by the Board of Directors to be egregious shall be considered serious violations. The Board of Directors has the sole and absolute discretion in determining whether a violation is “serious” in nature.

4. Resident Response: If the cited violation is corrected within seven (7) days of receipt of written notice, then the owner and/or occupant will not normally be subject to any monetary fine for that violation. If the cited violation is such that more than seven (7) days are reasonably required to correct such violation, and, in the judgment of the Resident Manager or the Managing Agent, the resident initiates actions within seven (7) days to remedy and reasonably pursues such correction to completion, then the owner and/or occupant will not normally be subject to any monetary fine for that violation. However, the Resident Manager, Managing Agent, or the Board may still issue a fine pursuant to Rule XIV.C if the violation is corrected or in the process of being corrected within seven (7) days. In addition, the owner and/or occupant shall remain liable for any damage, injury, or costs caused by the violation.

5. Responsibility: Notwithstanding anything to the contrary in these House Rules, the owner and/or occupant shall be responsible for any damage or injury caused by any violation which is cited by written notice or not and shall be responsible for any costs or expenses borne by the Association in effecting compliance with these House Rules.

6. Notification of Board Review: The owner or resident may be notified by mail of actions taken by the Board of Directors regarding any violation of these House Rules, including the amount of any fine levied against the owner or resident.

7. Right of Appeal: If the owner and/or occupant wishes to dispute the allegations or fines contained in the Notification of Violation, the owner and/or occupant must submit to the Board a written request for appeal by Certified Mail (return receipt

requested) to the office of the managing agent, no later than fourteen (14) days from the date of the notice. The owner's and/or occupant's failure to request an appeal within the specified time frame will be deemed an admission of the allegations contained in the notice and the acceptance of the fines. The appeal request shall include: (1) an explanation of the position of the person requesting the hearing; (2) the names and addresses of witnesses, if applicable; (3) written statements from witnesses, if applicable; and (4) copies of any other supporting documents, including a copy of the notice of violation. If a written request for appeal is submitted as specified, the Board will discuss the appeal at the next regularly scheduled Board meeting and the owner/occupant will be notified. The decision of the Board will be rendered in writing and provided to the owner and/or occupant via regular mail. The owner and/or violator may be present for the appeal review, but is not required to attend. The Board may eliminate or reduce the amount of any fine. The Board's decision is final.

8. Due Dates for Payments: Any fine or penalty levied against an owner or resident shall be due and payable within 30 days after the date of issuance of the Notice of Violation, or within 10 days after an appeal decision has been denied. Failure to pay any levied fine within the specified time may result in a lien being placed on the unit pursuant to HRS 514B and other applicable state and federal laws.

**D. Schedule of Fines and Penalties:** Following are examples of typical fines/penalties established for the enforcement of the House Rules, the Bylaws, and provisions of other regulating documents that may be adopted by the Board. This list is not intended to be exhaustive, and the amount of fines levied will be determined by the Resident Manager or Managing Agent subject to appeal to the Board.

1. Parking Violations: Each parking violation is subject to a fine of up to \$150 a day. In addition, vehicle owners are responsible for all towing expenses. If a tow truck is called to remove a vehicle and the vehicle is then parked properly or removed from the property, the owner of the vehicle will be responsible for the towing cost and the apartment owner is still subject to the violation fine.

2. Damage to Common Elements/Areas: Owners, their tenants and guests, and the guests of their tenants, who cause damage to a common element area, are responsible for payment of all costs to repair or restore the area or element to its original or new and acceptable condition and may be subject to a fine of up to \$150 for each occurrence. Each occurrence of unauthorized landscaping changes such as tree trimming, pruning, plant cutting/removal, or unauthorized planting of trees or plants, is subject to a maximum fine of \$150 plus cost to correct the unauthorized condition.

3. Pet Violations: Each violation of a pet rule is subject to a fine of up to \$100 for each occurrence or a maximum of \$100 per day for continuous violations. A violation of a pet rule includes, but is not limited to, not cleaning up pet excrement, not controlling barking, not registering pets, or not controlling (by carrying or leashing) pets in common

areas. A second or further offense may be caused for the removal of the pet from the property or the loss of the privilege to keep a pet. Any pet causing a nuisance or unreasonable disturbance to any other occupant shall be permanently removed from the premises within five (5) days after receiving notice from the Board or Managing Agent that the pet must be removed. The provisions contained in this paragraph are subject to the provisions regarding persons with disabilities discussed above.

4. Building/Architecture: Each violation of a building architecture rule, such as, posting of signs, storage of personal property in common elements/areas, non-approved modifications or installations to a unit, violation of trash rules, illegal or prohibited use, etc., are subject to a maximum fine of \$100 for each occurrence or up to \$100 per day for continuous violations plus the cost to correct any unauthorized modifications to the property.

5. Violation of General, Pool, Sauna and Whirlpool Rules: Violations of General Rules, Pool, Sauna and Whirlpool Rules, such as quiet hours, not following posted pool rules or other nuisance violations that interfere with the safety, rights, comfort and convenience of others or that require the attention of Association personnel to correct the problem are subject to a maximum fine of \$100 for each occurrence.

E. **Failure to Remedy:** Failure to pay a fine or penalty or apply remedies within the required time limit may result in an additional fine of \$100 for each month the fine is not paid.

-End-



## APPENDIX A

### Notice of Violation of Association Rules

Date: \_\_\_\_\_ Time: \_\_\_\_\_  
Name: \_\_\_\_\_ Unit: \_\_\_\_\_

☐ FIRST NOTICE   ☐ SECOND NOTICE   ☐ THIRD NOTICE

☐ General   ☐ Occupancy   ☐ Common Area   ☐ Building Modifications

☐ Refuse Disposal   ☐ Pets   ☐ Noise and Disturbances

☐ Pool/Sauna   ☐ Parking   ☐ Other

Veh.

Make: \_\_\_\_\_ Model: \_\_\_\_\_ Color: \_\_\_\_\_ License: \_\_\_\_\_

EXPLANATION:

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Fine: \$ \_\_\_\_\_ Correction Due Date: \_\_\_\_\_

Note: All violations of the Eden at Haiku Woods Association Rules are subject to fines and/or other actions, e.g., towing of vehicles. You are urged to read the Bylaws, the House Rules and the Architectural Guidelines, Rules and Regulations.

Issued by: \_\_\_\_\_

Signature: \_\_\_\_\_

White copy to Property Manager Pink Copy to tenant Yellow Copy to Owner Blue Copy to Resident Manager