

# **PALM VILLAS**

## **II**

**RULES AND REGULATIONS**

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*Reviewed by:*

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# THE ASSOCIATION OF APARTMENT OWNERS OF PALM VILLAS II

## RULES & REGULATIONS

The primary purpose of these Rules and Regulations ("Rules") is to help protect all occupants from annoyance and nuisance caused by improper use of the condominium apartments and also to help protect the reputation and desirability thereof by providing maximum enjoyment of the premises. These Rules may be amended by the Association of Apartment Owners of PALM VILLAS II as provided in the By-Laws of said Association.

The full authority and responsibility for enforcing these Rules may be delegated to a Managing Agent by the Board of Directors of the Association of Apartment Owners (hereinafter sometimes referred to as "Board") or the Resident Manager. All occupants shall be bound by these Rules and by standards of reasonable conduct whether covered by these Rules or not; provided, however, neither the Board nor the Managing Agent shall be responsible for any noncompliance or violation of these Rules by the occupants. Any future amendments will supersede any and all previously distributed Rules and Regulations.

### **I. USE**

#### **A. Use of Apartment**

The apartments shall be occupied and used only as private dwellings by the respective owners thereof, their families, tenants, domestic employees and personal guests, (herein sometimes collectively and/or individually referred to as "occupant" or "occupants" as appropriate). The parking spaces may only be used as a parking space for a motor vehicle, motorcycle, adult hybrid tricycle and/or bicycle. The apartments may not be used for any other purpose without the prior written consent of the Board of Directors.

#### **B. Absent Owner**

An absent owner, at their expense, shall have an agent, friend, or domestic employee conduct periodic inspections of his/her closed apartment, assuming responsibility for the contents of the apartment, courtyard, stairs and landings.

#### **C. Pets**

No livestock, poultry, or other animals whatsoever shall be allowed or kept in any part of the premise except that dogs, cats, and other household pets limited to a total of **two (2)** in number in accordance with the Bylaws, except by written permission of the Board of Directors, may be kept by occupants in their respective apartments, but shall not be kept, bred, or used herein for any commercial purpose.

No animals shall be allowed on any common elements except in transit when carried or on leash, and no animals shall be allowed on any part of the recreation areas or parking areas.

If an animal owned by a resident of Palm Villas II excretes any solid waste on the grounds of Palm Villas II, it shall be the responsibility of the owner to promptly remove the solid waste. If the owner fails to remove all the solid waste the pet owner will be cited [ROH 29-4.4(9)].

All pets must be registered immediately with the Managing Agent.

The provision of the City and County leash law will be strictly enforced [ROH 7-4.2].

Oahu has an animal nuisance ordinance that prohibits certain animal-related noises (e.g., barks). An “animal nuisance” is when an animal makes noise continuously and/or incessantly for a period of 10 minutes or intermittently for ½ hour or more to the disturbance of any person at any time [ROH 7-2.3].

Notwithstanding the foregoing, but subject to reasonable restrictions, animals upon which disabled occupants or their guests depend for assistance shall be permitted to be kept at the Project in the apartments of such persons and shall be allowed in the common elements while on a leash, provided that such animals at all times be accompanied by the disabled occupant. If the nature of the occupant’s disability makes physical control impracticable, or if the physical control would interfere with the assistance that the animal provides, the animal may be otherwise under the control of the animal’s owner or handler by voice control, signals, or other effective means. Any occupant requiring an assistance animal should contact the Resident Manager. In the event said assistance animal causes a nuisance, the disabled occupant shall be responsible for abating the nuisance within a reasonable time. In the event the disabled occupant is unable to abate the nuisance, the disabled occupant may be required to remove the animal from the property. Ejectment will be required only if the Board reasonably determines that less drastic alternatives have been unsuccessful. If the assistance animal is ejected, the disabled occupant will be provided with a reasonable amount of time to secure a suitable replacement assistance animal before he/she is required to remove the animal causing the nuisance, provided that the problem is controlled to a sufficient degree that the continued presence of the assistance animal during that interim period of time does not constitute an unreasonable imposition upon other occupants.

Occupants shall report stray cats and/or dogs who are unattended by an occupant to the Resident Manager. At no time are occupants to feed the stray and/or feral animal(s). Feeding of any stray/feral animal(s) in common areas is expressly forbidden, as it will encourage them to come on the property and an increase in population may occur. The actions taken could include trapping the stray animal(s) and turning them over to the Hawaiian Humane Society.

All responsibility for a pet or assistance animal, financial, legal and otherwise, shall be that of the unit owner, the animal owner and the person who keeps the animal. The Association shall have no responsibility for any pet or assistance animal. Every person responsible for an animal shall defend, indemnify and hold the Association harmless from and on account of any and all losses, liability, damages, expenses, attorneys’ fees and costs of any kind or nature whatsoever, arising out of, related to or connected with the animal and/or its behavior. Such persons include the unit owner, the animal owner and the keeper of the animal.

D. Conduct

Apartment owners and occupants shall be responsible for their conduct and the conduct of their guests at all times, ensuring that their behavior is neither offensive to any occupant of the premises nor damaging to any portion of the common elements, limited common elements and/or other apartments.

E. Water Facilities

Toilets, sinks, and other water apparatus in the buildings shall not be used for any purpose other than those for which they were designed, nor shall any sweeping, rubbish, rags, or other articles be thrown into them. Water should not be running an unreasonable length of time. Any damage anywhere resulting from misuse of any toilets, sinks or other water apparatus in an apartment shall be repaired and paid for by the owner of such apartment.

F. Auctions, Garage Sales, Flea Markets, Etc.

No auctions, garage sales, flea markets, etc., of any nature are permitted anywhere on Association grounds unless approved in writing by the Board of Directors of Palm Villas II.

**II. TEMPORARY OCCUPANCY**

A. Use by Owner's Co-Occupants

Subject to the terms of these Rules, the Apartment Deed and the By-Laws of the Association, an apartment owner may permit occupancy of his/her apartment by family members, tenants, domestic employees and/or guests, but the person or persons occupying the apartment shall abide by these Rules, and the owner shall assume responsibility for the conduct of all occupants.

B. Conduct of Co-Occupants

Every apartment owner shall, upon request of the Board of Directors, or Managing Agent, immediately abate and remove, at his/her expense, any structure, thing or condition that may exist with regard to the occupancy of his/her apartment by his/her permitted occupants contrary to the interest and meaning of the provisions hereof; or, if the apartment owner is unable to control the conduct of his/her permitted occupants to conform with the interest and meaning of the provision hereof, he/she shall, upon request of the Board of Directors or Managing Agent, immediately remove such occupants from the premises, without compensation for any damage of whatever nature resulting therefrom.

C. Appointment of Local Agent

Owners shall be responsible for designating a local agent to represent their interest if they will be absent from the apartment for more than thirty (30) days [HRS § 521-43(f)]. Such owners shall file with the Resident Manager their out-of-town address and telephone number and the address and telephone number of their agent.

### **III. COMMON AREAS, ENTRANCES, AND LANAIS**

#### **A. Obstructions: Uses**

The sidewalks and passages must not be obstructed or used for any purpose other than ingress and egress.

#### **B. Laundry, Etc.**

Textile items, including towels, bathing apparel and clothing, brooms, mops, carton containers, etc., must not be placed on passages, in windows, lanais, or balconies so as to be in view from outside the building or from the apartment above. Clotheslines or racks are not permitted. The temporary placement of bathing suits or towels to dry is permitted. These items shall not be left outside over night; once the items are dried they should be brought inside the residence in a timely manner.

#### **C. Throwing Objects from Buildings**

Nothing shall be thrown from windows, doors, porches, or lanais including specifically, without limitation, cigarettes and matches.

#### **D. Dusting or Shaking Objects from Windows**

The cleaning of rugs or other objects by shaking from windows, doors or lanais is not allowed at Palm Villas II.

#### **E. Entrances**

Footwear can be kept at the front entrance as long as it is kept in a clean, organized manner. No structure is allowed to be placed outside to keep footwear organized. Plants can be kept by the front entrances, as long as the plants are well kept and do not impede the maintenance crew from performing their job duties. All plants shall be placed in containers with catch basins so as to prevent dripping of water or soil onto other units or the common elements. When watering plants, the occupant shall not cause or otherwise allow water to overflow the catch basins.

#### **F. Trash Disposal**

Garbage, rubbish, and other trash shall be disposed of only in receptacles and areas provided therefore. Trash containing food shall be securely wrapped before being placed in a receptacle. Empty boxes and crates must be broken down and placed inside the container (dumpster). It is each resident's responsibility to dispose of bulk items. No bulk items shall be disposed of in the trash enclosure area. Do not dispose of automobile fluids, paints or other chemicals in the waste bin receptacles.

All refuse materials, garbage, and discarded paper shall be put into the appropriate waste bin receptacle. Refuse left on the ground will be traced to its owners, and such owners shall be given a citation by the Resident Manager.

If a waste bin is full, do not place trash next to the waste bin. Please take your trash to another waste bin to dispose of it properly.

G. Barbecuing

No fires, open flames, hibachis, gas-fired grills, charcoal grills, or other similar devices shall be permitted in any portion of the apartments or lanais, but shall be permitted in appurtenant fenced yard areas provided that they are not used under any overhanging portion or within 10 feet of any structure. Only non-chemical fire starters may be used, and adequate provisions must be made to control smoke and flames so as not to cause a hazard or annoyance to other occupants. Electric ranges, grills, or similar electrical apparatus shall be permitted on lanais.

H. Aesthetics

No "unsightliness" is permitted, including but not limited to the following: laundry on lines, weeds; litter, trash containers, except as specifically provided; inappropriate, broken, scarred, or offensively ugly furniture or plants around the exterior portion of the buildings; non-decorative gear, equipment, cans, bottles, ladders, trash boxes, barrels stored or stowed in or on walks, etc.; un-shaded or improperly shaded lights that create objectionable glare; untrimmed grass and/or other plant life. Owners are responsible for maintaining the lanais, courtyards, stairs and landings in a clean and neat manner.

Residents are allowed to keep a container in their lanai and courtyard with a lid that closes tightly to keep out insects and if needed frequent cleaning of the container is necessary to control offensive odors for recycling purposes. The container should be well kept and not an eye sore in the courtyard.

I. Personal Property

No items of personal property shall be allowed to stand on any of the common areas. Articles of any kind left in any of the common areas or common elements will be deemed abandoned and will be removed at the owner's risk and expense at the direction of the Board. The Board may sell the personal property in a commercially reasonable manner, store it at the expense of the owner, donate the personal property to a charitable organization, or otherwise dispose of the personal property at its sole discretion, in accordance with Section 514B-139 of the Condominium Property Act.

J. Smoking

If residents/guests wish to smoke (cigars, cigarettes, vaporize, e-cigarettes, hookahs, e-hookahs, etc.), resident/guest must make sure to follow all current laws. The remains of cigars and cigarettes are not allowed to be thrown/disposed of in the common areas.

K. Signs

No apartment owner or Property Manager/Agent will erect, affix or place any signs, electrical or otherwise, nor post or suffer to be posted any bills or other advertising matter, in front of or on the

common elements or visible from any point outside of his/her apartment except in accordance with the Declaration, By-Laws, these Rules and/or other lawful determinations of the Association.

If a unit is being sold, the selling agent is allowed to place a sign inside the unit so that it is externally visible to people in Palm Villas II. Once the unit has been sold this sign should be removed.

L. Courtyards

Bikes, scooters, skateboards, and toys are allowable items in the courtyard if they are kept in a clean and organized manner.

M. Landings, Stairs and Balconies

Dust, rubbish or litter shall not be swept, hosed off, or thrown from any unit, landings, stairs and/or balconies into any exterior part of the Project.

**IV. PARKING AREAS**

A. Reserved Space

Visitors who utilize the visitor parking stalls must abide by the visitor parking rules. Each apartment has the exclusive right to use the parking spaces appurtenant to their apartment, and occupants must not use any other parking space at any time without prior permission of the owner or occupants who have the right to use such other stalls.

B. Workmen and Deliveries

When workmen are performing work on an apartment or if any occupant orders deliveries of any kind, the occupant shall advise them to use the occupant's assigned parking stall or park on the street. If the workman or delivery vehicle is unable to fit in a single stall, the owner will be cited. All vehicles must fit in a single stall.

C. Method of Parking

Automobiles shall be centered in parking spaces so as to prevent crowding of adjacent spaces or blocking passages. Tandem parking and double-parking is not allowed anywhere on Palm Villas II property. Curbside parking is allowed for loading and unloading purposes only. Curbside parking should be limited to at most 10 minutes. Vehicles parking curbside for longer than 10 minutes will be cited and/or towed at the vehicle owner's expense.

D. Visitor Parking

It is the responsibility of the occupants to inform their guests not to park in vacant spaces, other than visitor parking stalls, unless arrangements have been made for such use. Residents of Palm Villas II are not to park in visitor parking stalls at any time. Any unauthorized vehicles will be towed at the vehicle owner's expense.

E. Violations

Violators of parking regulations may have their cars towed away at their own expense. If the violator is an occupant of any particular apartment, the owner thereof shall be held responsible for payment of the towing charge. Contact the office manager and/or Resident Manager for information about the towing company. A citation will be issued to a resident who does not follow the parking rules.

F. Repairs, Storage

Extensive repairs of a motor vehicle, boat, surfboard, or other equipment, non-operating motor vehicles and storage of property shall not be permitted in the parking stalls, or on any of the common elements. Only motor vehicles in an operable (i.e., they are able to be moved on their own) condition will be allowed to park on PVII premises. No vehicles are to be left on blocks or on jacks unattended.

G. Stall Maintenance

Owners are responsible for the cleanliness of their respective stalls, including the removal of any grease build-up or oil leaks. Trays are permitted to catch automotive fluids. Trays must be removed when vehicle is not in stall. Pads must be used under motorcycle kick stands to prevent damaging of surface. If surface is damaged the owner will be responsible for the expense.

H. Prohibited Activities

No recreational activities will be permitted in the parking areas unless pre-approved by the Board of Directors.

I. Other Activities

Parking Garages should have no other activity except for intended use, unless pre-approved by the Board of Directors.

J. Overnight Parking Policy

All visitors in Palm Villas II who intend to remain overnight and park their vehicle in a visitor-parking stall must have an overnight parking permit displayed in the front window of their vehicle on the driver's side. Overnight parking permits can be attained for a maximum of (5) consecutive nights. A parking pass will not be granted for a 6th night under any circumstance.

Parking Permits will be available during business hours at the Office Manager's Office before 4:00 p.m. daily. Requests for parking permits may be called in with the following information left on the telephone recorder:

- 1) Vehicle License Number;
- 2) Description of the vehicle including the year, make & color;
- 3) The date the pass is required and the address of the apartment visiting.



Only one parking permit will be issued per household at a time. Requests for multiple parking permits must be submitted to the Board of Directors accompanied with a written letter of explanation no less than 7 working days prior to the event. The Board will evaluate each request on a case-by-case basis.

The towing company contracted by the Association through its Board of Directors will tow any vehicle parked in a visitor parking stall between the hours of 1:00 a.m. to 5:00 a.m. without a Palm Villas II overnight "Parking Permit" properly displayed, at the Driver/Owner's expense.

If a resident or guest alters a parking pass in any manner, the vehicle will be towed at the owner's expense.

Residents of Palm Villas II are not to use the visitor parking stalls at any time. Violators will be towed away. It is the responsibility of all Palm Villas II residents to inform their guest(s) of existing parking policies.

K. Loitering

At no time should you or your guests be "hanging out" in the parking garage. The parking garage is not meant as a social location.

**V. NOISE AND NUISANCES**

A. No nuisances shall be allowed on the premises nor shall any use or practice be allowed which is improper or offensive in the opinion of the Board or in violation of the By-Laws or these Rules or which unreasonably interferes with or is an unreasonable annoyance to the peaceful possession or proper use of the premises by other occupants. No obscene language or music containing such language is allowed in the common areas.

B. All occupants shall avoid excessive noise of any kind at any time and shall be considerate of other occupants of the premises at all times. Occupants shall not cause or permit any disturbing noise or objectionable odors to emanate from their respective apartments.

C. Occupants shall wedge or block all doors so as to avoid slamming due to the wind.

D. No workmen will be allowed on the premises before 8:00 a.m. or after 8:00 p.m., except in an emergency.

E. Loud talking, laughing, radios, stereos and TVs must be played at reduced volume after 10:00 p.m. and before 8:00 a.m.

F. When guests are leaving at night, noise must be kept to a minimum.

G. Excessive noise at any time should be reported to the Managing Agent, the Resident Manager, or HPD who will take appropriate actions.

H. No persons under 16 years old should be allowed in the Common Areas after 10:00 p.m. unless accompanied by an adult parent or legal guardian in compliance with State curfew regulations [HRS § 577-16].

I. Feral animals (dogs, cats, birds and mice) should not be allowed to roam freely on the Association property. The Resident Manager may trap and release these into the wild, undeveloped fields away from the property or take such feral animals to an appropriate facility to be adopted.

J. When entering the Palm Villas II property, residents and guests must turn down stereos.

K. Due to the building within the Palm Villa II property are built of wood structure and the confined space fireworks of all types are not authorized with the property.

## **VI. BUILDING MODIFICATIONS**

A. No structural changes of any type shall be permitted in or around an apartment without prior written approval and consent of the Board of Directors, at a minimum.

B. No signs, signals or lettering shall be inscribed or exposed on any part of any building, nor shall anything be projected out of any window.

C. No projections shall extend through any door or window opening beyond the exterior face of any building except window mounted air conditioners approved by the design committee.

D. Draperies, blinds or shutters visible from the exterior of any unit must be of a color or backing so as to appear neutral from the exterior of the unit. Any other color must be approved in writing by the Board of Directors.

E. Every owner shall promptly perform all repairs, maintenance and alteration work on their apartments as necessary. If the owner is negligent in performing the required work they will be held responsible for all damages caused by their failure to do so. All repair, maintenance and alteration work within an apartment shall be performed at the owner's expense. All debris from such work shall not be disposed of in the Palm Villas II trash receptacles and shall be removed from the Project by owner/workers.

F. Nothing shall be allowed, done or kept in any apartment, limited common element, or common element which will overload or impair the floors, walls, or roofs of the buildings, or cause any increase in the ordinary premium rates or the cancellation or invalidation of any insurance maintained by or for the Association with respect thereto, nor shall any noxious or offensive or illegal activity be made or suffered thereon.

G. No addition, alteration or improvement shall be made that has the effect of permanently enclosing all or any portion of the lanai of any apartment, including, but not limited to, any sliding glass window, panel(s) or doors, or any other device that is permanently supported in place by a frame that is anchored or affixed to the ceiling, wall, beam, post, or railing of the lanai that has the effect of totally or partially enclosing the lanai. No nails, screws, staples or other instrument will

be utilized to place decorations, signs, lights or other items to the external surface of the building, fences or structures without first getting authorization from the Resident Manager and if need the Association Board.

H. No private outdoor radio, television or other antenna will be erected or installed on the exterior of any building or anywhere on the premises except in accordance with the Palm Villas II Antenna Installation Policy, which is attached hereto as Appendix 2.

I. No alteration or addition to the apartment that is visible from the exterior of the apartment or any alteration or addition to the common elements may be made without the prior written approval of the Board, at a minimum.

J. No plantings shall be made in the fenced yard area that may damage the common elements of Palm Villas II, nor shall any plantings interfere with the use and enjoyment of the common areas by any other apartment owner or occupant. All trees and plants in the courtyard area are the owner's responsibility and must be maintained properly. For maintenance reasons no vines will be allowed to grow on or near the fences or buildings in such a way as to adversely affect the integrity of the structures. Plants should be planted in a pot/container so they can easily be moved when maintenance is required on the lanai fences. Residents are allowed to grow fruit and vegetables as long as residents keep the area clean and free from fallen fruit. No residents may plant or modify any common element area, other than the limited common element fenced courtyard area appurtenant to their apartment, if any.

K. Homeowners will not install solar energy devices until such a time that the Board has decided upon a suitable and fair means for all residents to benefit from and share the potential and limited space for such installations.

## **VII. EMPLOYEES OF THE ASSOCIATION**

A. The maintenance employees will use every effort to police the grounds effectively. Nonetheless, these employees are not available on a 24-hour daily basis, and much of their work time must be devoted to maintenance and repair, etc. Accordingly, and in the common interest, every occupant is to do his/her part and to use his/her influence on all members of his/her household to do their part towards abating unsightliness on the premises to the fullest practicable extent.

B. Maintenance employees of the Association are under the sole direction of the Managing Agent, and during the prescribed hours of work, they shall be in no case diverted to the private business or employment of any occupant.

C. No employee shall be asked by an occupant to leave the common elements.

D. Cleaning of individually owned apartments, including all windows, stairs, landings, doors, lanais and courtyards are the responsibility of the respective apartment occupants.

## **VIII. HAZARDS**

A. The parking areas and/or other common elements not intended for recreational use shall not be used for recreational activities of any kind. No one shall be allowed to play on the sidewalks, streets or parking structures. Recreational activities shall take place on the plots of grass at the sides of the buildings or public park playgrounds. The Resident Manager may dispose any toys or bicycles left unattended upon a sidewalk. Occupants are responsible for the conduct and safety of their family members, tenants, and guests at all times while in the Project.

B. Unless the Board gives advance written consent in each and every instance, occupants shall not use or permit to be brought into the buildings any flammable oils or fluids such as gasoline, kerosene, naphtha or benzene, or other explosives or other articles deemed extra hazardous to life, limb, or property.

C. No activity shall be engaged in and no substance introduced into or manufactured within any building or anywhere within the Project which might result in violation of the law.

D. No activity shall be engaged in and no substance introduced or manufactured within any building or anywhere within the Project which might result in the cancellation of insurance or increase in the insurance rate of any insurance maintained by or for the Association (in case of such increase, the apartment owner responsible for such increase shall pay the same).

E. Posted speed limits within the Project will be enforced by the Resident Manager, Managing Agent and/or the Board. The speed limit within Palm Villas II is 5 m.p.h.

## **IX. PROPERTY MANAGEMENT**

A. It is the responsibility of the Property Manager/Agent to educate their tenants in regards to the Rules and Regulations of the Association.

B. It is the Property Manager/Agent's responsibility to ensure that their tenant provides the Resident Manager with the information necessary to complete the Resident Information Form within the first week of occupancy.

C. It is the responsibility of the Property Manager/Agent and tenant to let Palm Villas II Management know within 2 weeks of a tenant moving in or vacating the premises.

D. Please let our office staff know if there will be any construction going on in the unit when unoccupied. Workers must check in at the office, prior to commencing work. Also, any bulk items or construction debris will need to be removed at the owner's expense and cannot be put in the dumpsters on the premises.

E. Property Managers/Agents must also notify the office if any open houses will be taking place. For sale signs and open house signs can be used only on the day of the event. They must be removed after the event on that same day. No unit owner or Property Manager/Agent will affix or place any signs in front of or on the common elements.

F. Property Managers/Agents will need to make sure that vehicles park in guest parking or in their client's assigned stalls and not in any other resident's assigned stall.

G. If the unit is vacant and there is a lock box on the door, the Resident Manager needs to know the name and phone number of the person that has the combination for the lock box. Someone should be available to come to the Project at any time, for emergency purposes. If that is not possible, then the Palm Villas II Resident Manager should be given access to the lock box.

## **X. GENERAL RULES AND REGULATIONS**

A. Furniture placed in common areas is for use in those specific areas and must not be moved therefrom.

B. No solicitation or canvassing will be allowed in any building, or on the common areas at any time; provided, however, that this shall not apply to the solicitation of proxies or distribution of materials relating to Palm Villas II matters on the common elements by apartment owners. The Board reserves the right to adopt additional rules regulating the time, place and manner of such solicitations and distributions. All commercial solicitations are prohibited.

C. Neither the Resident Manager nor the Managing Agent is required to give access to apartments or buildings without the written permission of a responsible owner, except for access to serve civil process in accordance with HRS §§ 514B-106.5 and 634-21.5.

D. Residents shall file their name, address, phone number and signature with the Resident Manager upon purchasing and/or taking occupancy of an apartment, and shall furnish the Board and/or the Resident Manager with such other reasonable information as shall be requested from time to time. All owners/tenants must update their resident information card when necessary by notifying the Resident Manager to include registration of all vehicles owned by the resident which will utilize a parking stall in the complex.

E. Each apartment owner shall observe and shall perform these Rules and ensure that all occupants, tenants, family members and guests also observe and perform these rules. In the event expenses are incurred by the Association due to violations of these rules, the owner shall be responsible for payment of same, including reasonable attorney's fees.

F. Advanced notice must be given to the Managing Agent or the Resident Manager when household goods or large items of furniture are to be moved in order that the common areas can be protected and proper scheduling can be maintained.

G. Each apartment owner will at all times keep his/her apartment and limited common elements appurtenant thereto in a strictly clean and sanitary condition, and will observe, perform, and abide by all laws, ordinances, rules and regulations now or hereafter made by any governmental authority and all restrictions, covenants, conditions and provisions of the Declaration and amendments to it, and all By-Laws, rules, regulations, agreements, decisions, and determinations duly made by the Association during the period that the same are applicable to the premises or use thereof.

H, Sidewalks are intended for the use of walking. Pedestrians take priority over any other activity, such as bikes, scooters, skating, etc.

## **XI. POOL/RECREATION AREA**

Only registered Palm Villas II residents may use the swimming pool/recreation area on the premises individually or together with other occupant's subject to full compliance with these rules. Palm Villas II AOA and all affiliated entities and managers make no representations as to the safety of the pool area premises and do not confer any special legal status to any users of the pool/recreation area and do not assume any responsibility nor incur any liability for any injury or property damage to any persons using the pool/recreation area.

### ***THERE IS NO LIFE GUARD ON DUTY.***

#### **IN CONNECTION WITH THE USE OF THE POOL:**

A. Pool hours are as follows:

Monday	Closed for cleaning and maintenance
Tuesday through Thursday	9:00 a.m. to 9:00 p.m.
Friday and Saturday	9:00 a.m. to 10:00 p.m.
Sunday	9:00 a.m. to 9:00 pm

(Subject to maintenance closures)

When Monday falls on a holiday (in regards to the State calendar) the pool/recreation center will be open. The following day (Tuesday) the pool/recreation area will be closed for maintenance.

B. Each Palm Villas II household is limited to five (5) guests at any time in or about the pool/recreation areas without prior written consent of the Board or the Managing Agent. Guests must be accompanied by an owner/tenant at all times.

C. Each occupant understands that use of the pool/recreation area is subject to his or her express assumption of all risk of injury or property damage incurred by the occupant, the occupant's family, and/or the occupant's guests.

D. Glassware or glass bottles of any kind is forbidden anywhere inside the pool/recreation area perimeter fence.

E. Running, ball playing, skate boarding, bicycling, tri-cycling, rough play or any conduct not conducive to safety and wellbeing is prohibited in the pool/recreation area.

F. Play balls, beach balls, surfboards, boogie boards, inflatable mats, inner tubes, toys or footwear of any kind or type are not permitted in the pool. Flotation devices, such as floats, water wings, or float rings, necessary for a person's safety are permissible.

- G. Diving, jumping, cannon balling or sliding on the pool handrail into the pool is prohibited.
- H. No animals are allowed inside the pool/recreation area at any time. (Notwithstanding the foregoing, disabled residents shall be permitted to enter the recreation area with authorized assistance animals, if necessary.)
- I. All persons using the pool must wear proper swimming attire. Disposal diapers are not allowed in the swimming pool. All persons who may be incontinent must wear clean waterproof swim diapers or other leak proof protective clothing in the pool.
- J. Persons with communicable diseases shall not enter the pool if doing so would pose a health risk for other swimmers.
- K. Climbing on or over the pool area walls or fence is strictly prohibited. Anyone gaining access into the pool area, other than through the gate using the established security key system, shall immediately be subject to loss of pool privileges for a period of time to be determined by the Board of Directors.
- L. No tossing of/or diving for coins or any other metal objects will be allowed in the pool.
- M. No screaming, yelling, profanity or mature rated music will be tolerated at the pool/recreation area.
- N. Any person may be barred from the pool/recreation area at the discretion of the management for violation of these Rules, or for any reason which in the judgment of management constitutes a hazard or unreasonable discomfort to others.
- O. Smoking (cigarettes, cigars, vaporizers, etc.) is strictly prohibited while in or around the pool/recreation area.
- P. No outside grills allowed.
- Q. Replacement of lost pool keys/fobs will be a charge of **\$50**.

## **XII. VIOLATIONS OF THESE RULES**

All corrective actions regarding violations of the Rules and damages to the common elements or common areas will be enforced by the Board and shall be reported promptly to the Resident Manager, the Managing Agent or the Board of Directors.

Damages to common elements or common areas shall be surveyed by the Board or the Managing Agent or Resident Manager (at the direction of the Board), and the cost of repair or replacement and any legal fees incurred may be assessed by the Board against the person or persons responsible, including, but not limited to, against owners or occupants for damages caused directly or indirectly by themselves and/or their guests.

The violation of any Rule(s) adopted by the Association shall give the Board of Directors or its Agent(s) the following rights in addition to any other rights set forth in the governing documents and applicable laws:

- 1). To enter the apartment in which, or as to which, such violation or breach exists and summarily to abate and remove, at the expense of the defaulting Apartment Owner, any structure, thing or condition that may exist therein in violation of these Rules and Regulations, the By-Laws or the Declaration; and the Board shall not hereby be guilty of any trespass; provided, however, that notwithstanding the foregoing, the Board shall have such right of entry only in the instance where such violation or breach threatens an immediate, substantial and undeniable threat to life, limb or property of any Apartment Owner or occupant, member of his/her family, tenant, guest or invitee, or to any common elements, limited common elements, or other apartments; or
- 2). To enjoin, abate, or remedy by appropriate legal proceedings either at law or in equity, the continuance of any such breach, and all costs thereof, including attorney's fees, shall be paid by the defaulting Apartment Owner on demand.

### **XIII. SECURITY**

A 24-hour surveillance camera is situated in front of the entrance adjacent to the roadway and by the gate of the pool/recreation center. A sign is posted at the Resident Manager's office window. The device is for security and protection purposes for the community of Palm Villas II. The surveillance camera is for monitoring traffic in and out of our property. Other surveillance cameras are placed in other areas for monitoring common elements. Activity is recorded and reviewed after an incident is reported.

Residents are encouraged to participate in the Neighborhood Watch program team with Ewa by Gentry. A Neighborhood Watch sign is posted in the front entrance of the roadway.

Homeowners are permitted to use 24-hour surveillance cameras for their apartments and lanais and to secure their windows and entrances, but shall refrain from surveillance of their neighbors. A sign should be posted at their nearest entrance windows or lanai door indicating the presence of such security measures.

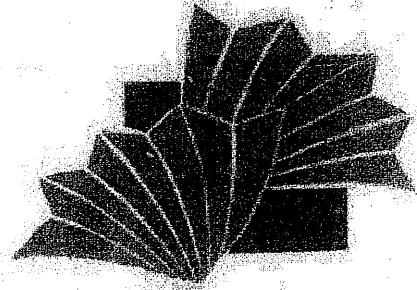
### **XIV. AMENDMENTS**

These Rules and Regulations may be amended by the vote of a majority of the Directors present at a meeting of the Board of Directors at which a quorum is present.





## PALM VILLAS II

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\_\_\_\_\_  
President, John Novosel III


  
\_\_\_\_\_  
Vice President, Petersen William Gross


  
\_\_\_\_\_  
Secretary, Eugene Kon III


  
\_\_\_\_\_  
Treasurer, Jeffrey Michael Irenze

Board Member unavailable to sign  
\_\_\_\_\_  
Director, Margo Whitfield

Board Member unavailable to sign  
\_\_\_\_\_  
Director, Jeffery Kunisaki

  
\_\_\_\_\_  
Director, Arlene Cajulao

  
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Director, Leonard Young

  
\_\_\_\_\_  
Director, Rosa Lee Soo

## **APPENDIX 1**

### **RECREATION CABANAS: RESERVATION AGREEMENT**

1. Registered residents of Palm Villas II will be allowed to make a reservation for the exclusive use of the cabanas, which will be accepted at the Resident Manager's office in person or by phone between 8:00 a.m. to 4:00 p.m. daily. A reservation can be made up to one month in advance, and a resident can make only two reservations in any thirty (30) day period. There are only two cabanas available: Cabana One; and Cabana Two.
2. Reservations will be accepted on a first come, first served basis. There will be one reservation per day per cabana. Cabana use hours are 9:00 a.m. to 8:30 p.m. Exclusive use of the two cabanas are limited only to the area of the cabana itself, plus the exclusive use of 1 barbeque grill and furniture located in the immediate cabana area. All other furniture must be left in place for the use of other Palm Villas II occupants.
3. The maximum numbers of guests are restricted to twenty-five **(25)** persons.
4. There is a refundable security deposit of **\$60** and a non-refundable user fee of **\$55**/Cabana One or **\$45**/Cabana Two to be paid with two (2) separate checks. Fees are payable within 72 hours after making the reservation. A refund of the \$60 deposit is subject to a satisfactory inspection for cleanliness & damages of the cabana and barbecue area by a designated staff member.
5. Gated entrances to the pool/recreation area must remain closed, locked and not blocked in any fashion. All party decorations must be confined to the cabana area only and must be taken down at the end of the function. No decorations of any type can be hung at the entrance gate or in any other area of the pool/recreation area unless approved by the Board of Directors.
6. All Palm Villas II Pool Rules will be strictly adhered to. The Managing Agent, the Board of Directors, and Staff assume no responsibility for any loss that may occur while the cabana/recreation area is occupied.
7. Any damages occurring during use of the facilities will be the responsibility of the registered occupant and any costs for repairs will be borne by said occupant.
8. No tents, tarps or outside furniture will be allowed.
9. All trash must be properly disposed of. Any trash left by or in the cabana will result in the loss of the security deposit. The grill must be cleaned using the wire brush provided and returned to its prior state.
10. Occupants must monitor their guests to ensure that landscaping plants are not damaged, sprinkler heads are not touched, and the showers are not left running.

I HAVE READ AND I UNDERSTAND THE POOL/RECREATION AREA RULES AND REGULATIONS AND THIS AGREEMENT FOR A RECREATION CABANA RESERVATION. I AGREE TO ABIDE BY ALL THE RULES AND THIS AGREEMENT AND TAKE FULL RESPONSIBILITY FOR MY GUEST(S). I FURTHER UNDERSTAND THAT A BREACH OF ANY OF THESE RULES BY ME OR MY GUEST(S) COULD BE CAUSE TO FORFEIT ANY OR ALL OF MY \$60 SECURITY DEPOSIT AND/OR BEING BARRED FROM FURTHER USE OF THE RECREATION AREA.

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Signature

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Print Name

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Unit#

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Phone#

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Date of Reservation

---

Cabana#

---

Check#/Refund

---

Date of Event

## **APPENDIX 2**

### **ANTENNA INSTALLATION POLICY**

1. This Antenna Installation Policy is adopted by the Board of Directors of the Association of Apartment Owners of Palm Villas II, in conformance with FCC Antenna Rules (47 C.F.R. Part 1, Subpart S. Sec. 1.400 et seq.)
2. Only antennas covered by the FCC Antenna Rules are permitted at Palm Villas II. Such antennas are the following:
  - a) An antenna that is designed to receive direct broadcast satellite service, including direct-to-home satellite services, that is one meter or less in diameter, or
  - b) An antenna that is designed to receive video programming services via multi point distribution services, including multichannel multi point distribution services, instructional television fixed services, and local multi point distribution services, and that is one meter or less in diameter or diagonal measurement; or
  - c) An antenna that is designed to receive television broadcast signals.

Only one antenna of each type may be installed.

3. All such antennas shall be installed only in accordance with this Antenna Installation Policy. To the extent the Declaration of Condominium Property Regime of Palm Villas II or the By-Laws of the Association of Apartment Owners of Palm Villas II would impair the installation, maintenance, or use of the forgoing antennas, such provisions are preempted by the FCC Antenna Rule and are superseded by this Antenna Installation Policy.
4. Antennas may be installed only on property within the exclusive use or control of the antenna user, where the user has a direct or indirect ownership interest in the property. At Palm Villas II, this generally means inside an apartment, on the apartment lanai, and within the fenced courtyard appurtenant to the ground floor apartments.
5. If acceptable quality signals can be received by placing an antenna inside an apartment without reasonable delay or unreasonable cost increase, the outdoor installation (i.e., installation on the lanai) is prohibited.
6. If an antenna must be installed on a lanai or in the fenced courtyard, the antenna shall be installed so as necessary to obtain acceptable signal reception. An antenna shall be no larger, nor installed higher than is absolutely necessary for reception of an acceptable quality signal.
7. Where adequate signal reception requires an antenna to be visible from other Palm Villas II apartments or an adjacent street or roadway, the apartment owners shall further minimize

visibility of the antenna by shielding the antenna from view (e.g., such as with potted plants, etc.) and by painting the antenna to blend in with its background, to the extent possible without unreasonably increasing cost or affecting reception.

8. Antennas shall not be mounted on masts except where necessary to obtain acceptable signal reception or to avoid an unreasonable increase in the cost of the antenna installation. A mast height may be no higher than absolutely necessary to receive acceptable quality signals. Masts extending more than 12 feet above the roofline must be preapproved due to safety concerns posed by wind loads and the risk of falling antennas and masts. Please contact the Resident Manager if you wish to install the mast higher than 12 feet.
9. No antennas may be anchored into the Association's common element floor slabs, walls, etc., unless necessary and unless such floor slabs, walls, etc. are within the exclusive use or control of the antenna user. If penetration of a common element is necessary, the penetration shall be properly waterproofed and sealed in accordance with applicable industry standards and building codes. The purpose of this rule is to prevent structural damage to the buildings and other apartments from moisture.
10. The installation of any antenna shall not encroach upon any other apartments, the limited common elements or air space appurtenant to such other apartments, or the common elements.
11. Antenna installations shall not materially damage the common elements, limited common elements, or individual apartments, or void any warranties of the condominium Association or other owners, or in any way impair the integrity of the buildings. Antennas must be secured so they do not jeopardize the soundness or safety of any structure or the safety of any person at or near the antennas, including damage from wind.
12. Antenna installations shall comply with the manufacturer's instructions and all applicable statutes, ordinances, rules and regulations promulgated by any governmental authority, including, without limitation, the obtaining of any permits required by such authorities unless those statutes, ordinances, rules or regulations have been preempted by the FCC Antenna Rule.
13. To prevent electrical and fire damage, antennas shall be permanently grounded.
14. Owners who install or maintain antennas are responsible for all associated costs including, but not limited to, costs to:
  - a) Place (or replace), repair, maintain, and move or remove antennas;
  - b) Repair damage to any property caused by antenna installation, maintenance or use;
  - c) Pay medical expenses incurred by persons injured by antenna installation, maintenance, or use;
  - d) Reimburse residents or the Association for damage caused by antenna installation maintenance or use;
  - e) Restore antenna installation sites to their original condition.

15. Owners shall not permit their antennas to fall into disrepair or to become a safety hazard. If antennas become detached, owners shall remove or repair such detachment within 72 hours of the detachment. If the detachment threatens safety, the Association may immediately remove the antenna at the expense of the owner. Owners shall be responsible for antenna repainting or replacement if the exterior surface of the antenna deteriorates.
16. The Board of Directors of Palm Villas II reserves the right to seek a determination from the Federal Communications Commission and/or the Hawaii Federal District Court on whether any restrictions contained in this Antenna Installation Policy are preempted by the FCC Antenna Rule, and further reserves the right to seek a waiver of the FCC Antenna Rule to address legitimate health and safety concerns. Otherwise, the provisions of the FCC Antenna Rule shall remain in full force and effect.
17. All installations which require penetration of a common element, and the installation of all masts, must be completed by a Hawaii licensed and insured contractor.
18. Antennas may not obstruct a driver's view of any intersection or street.
19. Antennas shall not be placed where they may come into contact with electrical power lines. The purpose of this prohibition is to prevent injury or damage resulting from contact with power lines, as well as to avoid damage to power lines.
20. If any antenna or mast poses a serious safety hazard, the Association may seek injunctive relief to prohibit or remove the antenna or mast, or if such hazard is immediate, and the owner fails to correct the hazard or remove the antenna or mast within 72 hours, the Association may take any of such actions at the expense of the owners.

### **APPENDIX 3**

#### **CITATION POLICY**

The Bylaws of the AOA Palm Villas II, Article X, Section 6. Expenses of Enforcement, states in part, “Every apartment shall pay to the Association promptly on demand all costs and expenses, including reasonable attorneys’ fees, incurred by or on behalf of the Association enforcing against such person or persons any provisions of the Declaration, Bylaws, or the Rules and Regulations. The unpaid amount of such costs and expenses shall constitute a lien against his interest in his apartment.”

The Board of Directors has determined that it will pursue the citation policy guidelines outlined below:

**1<sup>st</sup>** citation will come from the Palm Villas II office, which will give the violator/s up to 5 days to comply. If there is no compliance,

**2<sup>nd</sup>** citation will come from the Managing Agent of Palm Villas II, which will also give the violator/s up to 5 days to comply. The Palm Villas II office will monitor compliance. An administrative fee will be charged by the agent and stated in the letter to cover the cost of the letter. If there is no compliance,

**3<sup>rd</sup>** citation will come from AOA Attorney’s office. They will also give up to 5 days to comply. They will add their fee to the letter. If no compliance. The Board will need to make a decision on how they would like to proceed. This may entail further legal action like obtaining a court order.

It is the intent of the citation policy to be fair but progressive in its attempt to seek compliance with the rules whose sole purpose are to maintain a fair, just, enforced set of standards for the property and its residents.