# The Almaisor Vicause Caules

343 HOBRON LANE

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# The Windsor House Rules

These House Rules for The Windsor contain background information that should make your daily living at The Windsor (the "Project") more meaningful and enjoyable. It must be realized that condominium living requires each Resident to have appropriate respect for the needs and rights of others living and working in the Project. The primary purposes of these Rules are to protect all owners and occupants of The Windsor from annoyance an nuisance caused by improper use of the Project, an to protect the reputation and desirability of The Windsor.

The Board of Directors of the Association shall have the authority and responsibility to enforce these Rules, but may delegate that authority and responsibility to the Managing Agent and/or the Resident Manager. All owners, occupants, tenants and their guests shall be bound by these Rules and by standards of reasonable conduct whether covered by these Rules or not; provided, however, that, unless the Developer specifically subjects itself to one or more of these Rules, these rules shall not apply to the Developer and the Developer shall not be obligated to observe or perform any of these Rules. Neither the Board, the Managing Agent no the Resident Manager shall be responsible for any noncompliance with or violation of these Rules by owners, occupants, tenants or their guests.

These Rules supplement, but do not change, the obligations of owners, occupants and other persons using the Project as set forth in the Declaration of Condominium Property, Regime of The Windsor, as amended from time to time (the "Declaration") and the Bylaws of the Association of Apartment Owners of The Windsor, as amended from time to time (the "Bylaws"). In the event of any conflict or inconsistency between these Rules and the Declaration and the Bylaws, the Declaration and Bylaws will govern and the Board shall make such changes to these Rules from time to time to comply with the Declaration and Bylaws. These Rules, and use of the Project, shall also be subject in all respects to covenants, conditions and restrictions affecting the title to The Windsor and the underlying the Project.

Subject to limitations set forth herein or in the Declaration or Bylaws, the Board of Directors has the authority to make such other rules and regulations or the amend these Rules from time to time as the Board deems necessary or desirable.

# A. <u>DEFINITIONS</u>

- 1. "Apartment" as used herein shall include a condominium apartment described in the Declaration.
- 2. "Association" as used herein shall mean the Association of Apartment Owners of The Windsor.
- 3. "Common Areas" as used herein shall have the same meaning as "Common Elements" under the Declaration, and shall include, without limitation, all walkways, driveways, passageways, hallways and parking areas.
- 4. "Developer" as used herein means HOBRON HOTEL, L.L.C, a Delaware limited liability company, its successors and assigns.
- 5. "Managing Agent" as used herein shall mean and include the responsible professional corporate managing agent appointed by the Board of Directors (or the Developer on behalf of the Board), which shall manage and operate the Project.
- 6. "Person" as used herein shall mean and include an individual and not a legal or governmental entity.
- 7. "**Project**" as used herein shall mean and include The Windsor condominium project (including improvements) located at 343 Hobron Lane, Honolulu, Hawaii and shall include all of the Apartment and the Common Elements and the Limited Common Elements located within The Windsor.
- 8. "Resident" as used herein shall mean and include an Owner, occupant, tenant, and any other person who occupies or otherwise uses an Apartment or any other part of The Windsor.
- 9. "Resident Manager" as used herein shall mean and include the person, if any, retained by or on behalf of the Board pursuant to Section 5.3(f) of the Bylaws to manage the day-to-day operations of The Windsor.

Capitalized terms used in these Rules that are not defined in these Rules shall have the meanings given to them in the Declaration and the Bylaws.

# B. GENERAL PROVISIONS

- 1. Each Owner must pay his or her Common Assessments, special assessments and other charges when due. The Association will have available for inspection by Owners a schedule of the then-current Common Expenses and assessments for Common Assessments. Unless the Developer provides otherwise, and Owner's obligation to pay Common Assessments for his or her Apartment commences on the day the Owner becomes the owner of the Apartment. Common Assessments are payable by the Owner in advance on the first day of each and every month.
- 2. Guests must abide by these Rules, the Declaration and the Bylaws.

- 3. Residents and guests shall conduct themselves in a manner of good neighborliness and a spirit of good will and shall make reasonable efforts to live in harmony at The Windsor and be agreeable to other Residents. Residents are also expected and required to cooperate with the Resident Manager, the Managing Agent and all management staff in their efforts to maintain a pleasant and harmonious environment at The Windsor.
- 4. Each Resident will at all times keep his or her Apartment and, if applicable, lanai in a strictly clean and sanitary condition. Residents shall observe, perform and abide by all applicable laws, ordinances, rules and regulations now and hereafter made by any governmental authority and shall not use their apartments or permit any part of The Windsor to be used for any purpose that violates any such laws, ordinances, rules or regulations. Residents shall observe, perform and abide by all restrictions, covenants, conditions, and provisions affecting The Windsor and/or contained in the Declaration, the Bylaws and these Rules, as well as any agreements, decisions and determinations duly made by the Association.

# C. OCCUPANCY OF APARTMENTS

#### 1. Records:

- a. Each Owner and every other Resident of an Apartment shall file his or her name, address and telephone number with the Management Office within seventy-two (72) hours upon purchasing or taking occupancy of an Apartment. The list of Owners shall be maintained at a place designated by the Board and a copy shall be available at cost to any Owner who furnishes to the Managing Agent, the Resident Manager, or the Board of Directors an affidavit stating that the list will be used by the Owner personally and only for the purpose of soliciting votes or proxies or providing information to other Owners with respect to Association matters and that the list will not be used or furnished to any other person for any other purpose.
- b. Each Owner shall also file, within 72 hours, an accurate and up-to-date list of all persons occupying the Owner's Apartment, with the Management Office.
- c. Each Owner shall also file, within 72 hours, a true and complete copy, as Recorded (if applicable), of each Apartment Deed, lease, mortgage, agreement of sale, assignment or other instrument whereby such Owner

- acquires, encumbers or disposes of an interest in an Apartment with the management office.
- d. Owners and Residents shall also furnish the Board, the Resident Manager or the Managing Agent with such other reasonable information as shall be requested from time to time.
- 2. <u>Number of Residents:</u> Occupancy is limited to no more than two persons per bedroom in each Apartment, not including children under age of five years, but in no event shall the number of occupants per bedroom exceed three, and families with children under the age of 18 may apply to the Board for reasonable exemptions from this occupancy limitation.
- 3. <u>Unoccupied Apartment:</u> An Owner shall be responsible for designating an agent who lives in the City and County of Honolulu to represent the Owner's interest if the Owner's Apartment will be unoccupied for more that 30 consecutive days or if the Owner will be off the Island of Oahu for more that 30 consecutive days. Prior to the 30<sup>th</sup> consecutive day of vacancy or absence, the Owner shall file a written document with the Resident Manager setting forth the name, address and telephone number of the Owner's Agent, as well as, the Owner's out-of-town address and telephone number. At the Owner's expense, the Owner shall have his or her agent or some other designated person conduct periodic inspections of the unoccupied Apartment, with the agent assuming responsibility for the contents of the Apartment. If the Owner fails to file such information with the Resident Manager or Managing Agent, the Resident Manager or the Managing Agent shall be authorized to take whatever action that may be necessary to cope with any emergencies relating to the Owner's Apartment.
- 4. <u>Guests:</u> Residents are responsible at all times from the conduct of their guests and other invitees. Residents shall ensure that their guests' and invitees' behavior is neither offensive to any other Resident nor damaging to any portion of The Windsor.
- 5. Security: Residents and their guests who entrust the key to an Apartment, a vehicle or other item of personal property to the Resident Manager or to an employee of the Association or the Managing Agent, do so at the sole risk of such Resident and guest neither the Board, the Association nor the Managing Agent shall be liable for any resulting injury, loss or damage of any nature whatsoever. The Board shall have the right to determine the times during which security gates and doors shall be locked or left unlocked.

- 6. <u>Emergencies</u>: If the immediate services of the police department, the fire department, an ambulance or doctor are required, the desired agency or person could be called directly. Any emergency, particularly such emergencies as flooding, fire, theft, etc., should also be brought to the immediate attention of the Resident Manager.
- 7. <u>Electrical Equipment:</u> All radio, television or other electrical equipment of any kind or nature installed or used in each Apartment shall fully comply with all rules, regulations, requirements or recommendations of the public authorities having jurisdiction and the Owner shall be liable for any damage or injury caused by any radio, television or other electrical equipment in such Owner's Apartment.
- 8. Water Facilities/Sewer Lines: Toilets, sinks and other water or sewer facilities in The Windsor shall not be used for any purpose other than those for which they were designed. Sweepings, rubbish, rags, sanitary napkins, tampons, paper towels, dental floss and other materials that may clog sewer lines shall not be thrown into or flushed down such facilities. If such items are found in such facilities, the cost to clean such facilities will be charged to the Owner of the Apartment in which such facilities are located. Any damage resulting from misuse of any toilets, sinks or other water facilities in an Apartment shall be repaired the Owner of such Apartments at his or her sole expense.
- 9. Water Beds: There shall be no waterbeds of any nature allowed in any Apartment without prior written approval of the Board. Any resident who wishes to install a water bed must first furnish the Board written evidence of adequate insurance coverage listing the Association as an additional insured and must show to the Board, the Resident Manager or the Managing Agent a waterproof receptacle in which the water bed will rest.
- 10. <u>Prohibited Activities</u>: Nothing shall be allowed, done or kept in any Apartment or on the Common Areas that might overload or impair the floors, walls, roofs or structural integrity of the building, that might result in a criminal or civil violation of the law or that may result in the increase in the ordinary premium rates or the cancellation or invalidation of any insurance maintained by or for the Association. Prohibited substances include, but are not limited to, gasoline, kerosene, naphthalene or other combustibles of like nature, gunpowder, fireworks or other combustibles.
- 11. <u>Notice of Moving:</u> Advance written notice must be given to the Resident Manager when large household goods or items of furniture are to be moved in or out of The Windsor so that the elevators can be protected by pads and proper scheduling of their use can be made.

- 12. <u>Procedures of Moving:</u> With regard to moving of large items or a move-in or move-out of The Windsor, each Resident shall:
  - a. Make an appointment with the Resident Manager at least two days prior to the move so that the move can be coordinated with other activities within the building and so that an elevator and vehicle loading/unloading space can be reserved;
  - b. Only use the elevator designated by the Resident Manager;
  - c. Accomplish all moves between the hours of 9:00a.m. And 6:00p.m.
  - d. Remain responsible for any and all damage done to the Common Areas during a move; and
  - e. Establish a pre-move inspection with the mover and the Resident Manager before any large items are off-loaded and a post-move inspection prior to the mover leaving The Windsor.
- 13. <u>Use of Apartments</u>: Use of the Apartments shall be limited to those purposes permitted under the Declaration; as such applicable laws may further restrict use.
- 14. Designated Authority: Within 45 days of becoming a Resident of an Apartment, each Resident shall designate in writing a person who will have authority to act on behalf of the Resident in the event the Resident should be unable to handle his or her affairs properly. Upon the happening of such event, the person designated, if such person did not have the authority to act on the behalf of the Resident under valid power of attorney or other similar instrument, may be asked to file a petition at the cost of the Resident to have a guardian appointed to handle the Resident's affairs. Is such person in unwilling or unable to file such petition, the Resident Manager or the Managing Agent may file the petition at the cost of the Owner of the Apartment occupied by the Resident. Neither the Developer, the Managing Agent, the Resident Manager, the Board nor the Association may act as an agent for or accept a power of attorney for the personal affairs of any Resident, and may not be named as executor of a Resident's estate, unless such arrangements were made prior or the employment of the person.

# D. Rentals/Temporary Occupancy

- 1. <u>Use By Lessees, Tenants and Guests:</u> Owners who permit occupancy of their Apartments by others shall convey a copy of these Rules to the occupant(s). Each Owner shall be responsible for the actions or omissions of all occupants of his or her apartment and their guests. Each Owner shall be responsible for ensuring that all other Residents of the Owner's Apartment and all guests and invitees of the Owner and other Residents comply with the intent and meaning of these Rules. If any such person creates or causes any situation or condition, or places or installs any structure or thing, that violates the intent or meaning of these Rules, the Owner of that Apartment, upon request of the Board, the Resident Manager or the Managing Agent, shall immediately stop the situation or condition and/or remove, at his or her expense, the structure, thing or condition.
- 2. Conduct of Tenants and Guests: An Owner shall, upon the request of the Board or the Resident Manager, immediately abate and remove, at the Owner's expense, any structure, thing or condition that may exist with regard to the occupancy of an Apartment by the occupants, tenants, or guests contrary to the intent and spirit of these Rules. If the Owner is unable to control the conduct of the occupants, tenants or guests, the Owner shall, upon request of the Board or the Resident Manager, immediately remove such occupants, tenants or guests from The Windsor, without compensation for lost rentals or any other damage resulting form such removal. In the event occupants, tenants or guests incur by or on behalf of The Association expenses as a result of a violation of these Rules, then the Owner shall be responsible for the payment of such expenses.
- 3. <u>Notice:</u> The Owner or his agent in writing of the name and duration of stay of any occupant, tenant or guest shall notify The Board, the Resident Manager or the Managing Agent.

# E. <u>Interior of Apartments</u>

1. All apartments shall have window drapes, shutters, venetian blinds and/or louvered blinds of white or light beige in color as seen from The Windsor's building exterior. Window coverings of other colors are allowed if there is a white or beige backing or coloring that is seen from the exterior from the exterior and if approved in writing by the Board. The cost of such installation shall be at the sole expense of the Apartment Owner. Any window tinting beyond what is originally provided in the Windsor by the Developer shall require uniform standard among all Apartments as established by the Board. Apartment Owners shall be responsible for correcting any damage or peeling to the tinting on their Apartment Windows.

2. All Residents will take precautions not to cause any fire hazards within the Apartment. All Residents will immediately report in writing the malfunctioning of any for detection device to the Resident Manager or the Managing Agent for appropriate repair of such device.

#### F. Common Areas

- 1. Aesthetics: No resident shall permit an unsightly condition to be maintained in open view from the Apartment occupied by such Resident or from the Limited Common Elements appurtenant tot such Apartment or from any adjoining Common Area of the Project, and, in particular, nothing shall be hung from any windows or facades of any Apartment. For the purpose of this provision, "unsightly condition" or excessively scarred furniture; inoperative or broken vehicles, machinery or equipment or parts thereof; gear, equipment, cans, bottles, ladders, crates or barrels; unshaded or improperly shaded lights that create objectionable glare. No rugs or other objects shall be dusted or shaken from the windows of any Apartment or cleaned by beating or sweeping onto any exterior part of any Apartment.
- 2. Access Ways: Neither Residents nor their guests or invitees shall obstruct or use for purposes other than ingress and egress the walkways, driveways, passageways, sidewalks, lobbies, stairways, corridors and elevators of The Windsor, unless otherwise approved by the Board in writing. No items of personal property belonging to a Resident, including mats, shoes, slippers, bicycles, surfboards packages, boxes or crates shall be left, parked or allowed to stand in any part of the Common Areas, except as may be specifically permitted by the Declaration, the Bylaws or these Rules. The Resident Manager without notice and at the Owner's risk and expense will remove items left in violation of this section.
- 3. <u>Bicycles:</u> Bicycles, skateboards, surfboards and related items shall not be left or allowed to stand on any part of The Windsor, other than within the confines of the designated storage area or rack set aside or assigned for such purposes. Bicycles, skateboards and related vehicles shall not be operated on the Common Areas, but may be taken (not ridden) through the side entrance only of The Windsor and then into the elevators, stairway or hallways only for purpose of storage in the Apartment (or appropriate storage area or rack) of the vehicle's owner. The Board, in its discretion may charge any occupant for the costs to clean and repair any damage to the Common Areas caused by the transport of vehicles to Apartments.

- 4. <u>Lost Property:</u> Neither the Board, the Resident Manager nor the Managing Agent shall be responsible for packages or other deliveries or personal property left at doors of apartments or any other undesignated place at the Windsor, or left with any employee of the Association.
- 5. <u>Signs:</u> No Resident may erect, inscribe, affix or place any signs, signals, lettering or advertising materials in front of or on the Common Areas or that is visible from any point outside of the resident's Apartment, without the prior written approval of the Board. Nor shall anything be projected out of any window without prior written approval of the Board.
- 6. Common and Recreation Areas: Use of The Windsor's Common Areas (including recreational facilities) shall be at the risk of the user. Users shall assume all risk of personal injury (including death) or property damage that may result from use of the Common Areas (including recreational facilities). Such risks may include ingesting poisonous foliage or sharp spines that may grow within the Common Areas or accidents in or around the swimming pool. A guest or invitee of a Resident may use such facilities only when accompanied by such Resident. Proper clothing shall be worn while walking thru the lobby and common areas, (i.e. sandals, slippers, footwear, and concealing garment worn over a bathing suit). Parents are required to supervise their minor children's use of the Common Areas (including the swimming pool and other recreational facilities).
- 7. <u>Clothes Lines:</u> No clothes lines or other outside clothes drying or airing facilities shall be permitted on any part of the Common Areas or so as to be visible from other Apartments or the Common Areas.
- 8. <u>Removal of Items:</u> Any item creating a nuisance or hazard within any Apartment or the Common Areas shall be removed upon the request of the Board, the Resident Manager of the Resident Manager.
- 9. Protection of Common Areas: Furniture, furnishings, fixtures and equipment of the Common Area are provided for the safety, comfort and/or convenience of all Residents and their guests and shall no to be altered, moved or removed without permission from the Board or the Managing Agent.
- 10. <u>Rubbish Disposal</u>: Rubbish and other waste shall be disposed of only in receptacles or plastic bags, and must be placed only in areas provided for such; provided that food waste shall be securely wrapped before being placed in receptacle. Residents shall be responsible for removing and properly disposing of

cardboard cartons, packing crates and any other large items to be disposed of. Refuse, garbage or trash of any kind shall not be placed or thrown in any Common Area of The Windsor, except for specially designated trash receptacles. Residents shall not do anything that will result in the clogging or congesting of the trash chutes. Pet trash (sand, litter, paper, etc.) must be securely wrapped with extra care and taken to the containers in the trash collection area. Pet trash must not be disposed of through any trash chute.

There will be a \$100 fine assessed to any resident, owner, occupant, or guest who causes a trash chute clog.

#### G. Swimming Pool

- 1. The rules set forth in this Section shall apply to the swimming pool and the hot tub/whirlpool, if any.
- 2. The hours of operation for use of the pool deck by residents is as follows: Sunday through Saturday
- 3. Use of the swimming pool and hot tub/whirlpool shall be limited to residents, owners and their guests. No guest may use the swimming pool, hot tub/ whirlpool or any other Common Area unless accompanied by the Resident who is hosting him or her.
- 4. Non-swimmers should not be in or around the swimming pool or hot tub/ whirlpool unless accompanied by another person who will be able to give aid and assistance to the non-swimmer in the event that the non-swimmer runs into any difficulty in or around the swimming pool or the related facilities at their own risk.
- 5. "Horseplay", running, screaming, roughhousing or other boisterous conduct shall not be allowed in or around the swimming pool, the hot tub/ whirlpool. Splashing of water, other than that accompanying normal swimming, shall not be permitted.
- 6. All persons using the swimming pool or hot tub/whirlpool must thoroughly rinse off with fresh water immediately prior to entering the swimming pool or hot tub/whirlpool. All lotion, dirt and other such materials must be removed prior to entering the swimming pool or hot tub/whirlpool.
- 7. Persons using the swimming pool or hot tub/whirlpool shall dry themselves completely before leaving the area and entering any other Common Areas of The Windsor. No one in a bathing suit shall enter the lobby, elevator, or other common area of the building unless covered with a concealing garment, and footwear (i.e. slippers, sandals, sarong, etc.)
- 8. No items made of glass shall be permitted on the Pool Deck.

- 9. No person with bandages or open wounds of any type or known to be or suspected of being afflicted with an infectious disease or suffering from a cough, cold or sores may use the swimming pool or hot tub/whirlpool.
- 10. Spitting, spouting of water, blowing the nose in the swimming pool or hot tub/whirlpool are prohibited.
- 11. The Board and/or the Resident Manager shall be entitled to post additional and/or more detailed rules and regulations relating to use of the swimming pool and the hot tub/whirlpool.
- 12. No animals are allowed in or around the swimming pool or hot tub/whirlpool, provided that certified guide dog may accompany their owners to the pool area.
- 13. Swimming in other than proper attire is prohibited.
- 14. Scuba equipment, mats, swim fins, toys, flotation devices (other than those needed for safety purposes) shall not be allowed in the swimming pool or hot/tub whirlpool.
- 15. Radios, tape players and other sound emission devices used in the pool area must be operated with earphones so that no other users of the swimming pool or hot tub/whirlpool can hear any sound emitted from such devices.

# H. Sky Terrace Recreational Facility

- 1. The rules set forth in this section shall apply to the sky terrace if any.
- 2. Any resident, owner, or non-resident owner planning to invite 10 or more persons to use the recreation area at any one time must make a reservation at least one week in advance. The maximum number of persons allowed on a single reservation is 25 people per owner/ resident.
- 3. No Resident may reserve the Sky Terrace for more than 4 hours at a time without prior approval of the Resident Manager.
- 4. Use of the Sky Terrace shall be as follows: Residents must make reservations in advance. A cleaning and/or damage deposit totaling the sum of \$200.00 and a signed contract must be turned in to the Resident Manager at the time the reservation is made. Due to the nature of the Sky Terrace, if set-up is required, a \$25.00 non-refundable set-up/breakdown fee will be deducted from the deposit. The remaining deposit will be refunded when the Recreation Area is determined to

- be restored to the original condition If the Sky Terrace requires additional cleaning, a \$20/hour charge will be deducted from your deposit.
- 5. At this time reservations by "one resident" will be no more than 6 times in any given year.
- 6. Use of Sky Terrace kitchen shall be by reservations made in advance with the Resident Manager, such reservations shall be approved on a first come first serve basis. In the absence of a deposit, the clean-up charge will be billed to the owner of the utilizing unit.
- 7. A Reservation to use the Sky Terrace does not convey a right to exclusive use. A resident who reserves the Sky Terrace cannot exclude other residents from the area.
- 8. No furniture, appliance, equipment or furnishings belonging to the Sky Terrace may be removed from the Sky Terrace.
- 9. Prior to the event, the Resident Manager will finalize the arrangement of The Sky Terrace with the owner/ resident.
- 10.Reservations and use of the Sky Terrace will be permitted daily from 7:00 a.m. 11:00 p.m.
- 11. No Private Parties allowed on Major Holidays. Please check with management office for the Holiday Schedule.
- 12. The Association reserves the right to terminate a reservation and require a resident and his guests to vacate the Sky Terrace if their use of the area, unreasonably is deemed unsafe, or disturbs other residents of the project.

#### I. The Windsor Gym

- 1. The rules set forth in this Section shall apply to the gym facilities of The Windsor if any,
- 2. The gym is open 24hours a day/seven days per week.
- 3. Excessive noise is not permitted.

- 4. While viewing overhead television, the use of headphones and/or close caption is MANDATORY. Television volume must be turned OFF to avoid disturbing other gym users.
- 5. "Horseplaying, running, screaming, roughhousing, or other boisterous conduct shall NOT be allowed in the gym.
- 6. Appropriate footwear must be worn at all times.
- 7. For health reasons, shirts are required.
- 8. Please put loose weights away after use.

# J. Maintenance, Repairs and Modifications

1. Maintenance of Apartments:

- (a) Every Resident shall at all times promptly perform all repair and maintenance work within his or her Apartment. Owners and other Residents shall be responsible for all loss and damage, including loss or damage to any Common Area or any other Apartment, caused by the failure of the Apartment to be repaired or maintained.
- All repairs and maintenance of internal installations within each Apartment such as water, electric power, sewage, telephone, air conditioning, sanitation, doors, windows, lamps, and all other fixtures and accessories belonging to such Apartments, including interior walls and partitions and the inner decorated or finished surfaces of the perimeter walls, floors and ceilings of such Apartment, shall be at the Owner's expense. Maintenance and repair of the air conditioning equipment shall only be by the Board approved air conditioning repair personnel. Unless otherwise preapproved in writing by the Board, new or replacement air conditioners must be similar in style, color, and appearance as those originally provided for the Apartment.
- (c) Owners shall be responsible, at such Owner's expense, for cleaning all windows that are accessible from the inside of the Apartment.
- 2. <u>Structural Changes:</u> No structural changes of any type shall be permitted to an Apartment except as permitted under the Declaration, the Bylaws and these Rules. No additions or alterations to the original design of an Apartment, which are visible from the exterior of any

Apartment or which protrude through the walls, windows, floors or ceilings, shall be permitted except as permitted under the Declaration and the Bylaws. The addition of air conditioner units, the installation or wiring for electrical installations and of television antenna that protrude through the walls, windows or roof or ceiling fans are considered alterations for the purposes of these Rules.

3. <u>Antenna:</u> Except as installed or permitted by the Developer or the Board, no private radio, satellite dish, television or other outdoor antenna that is visible from outside an apartment will be erected or installed on or anywhere within, or attached to or protruding from, the Apartments.

#### K. Parking Areas and Driveways

- 1. <u>Maintenance</u>: Residents shall be responsible for the cleanliness of their respective parking stalls (including the removal of any grease build-up) and, if applicable, storage space. After giving 10 days written notice to clean a stall or storage space, the Resident Manager may have any mess (e.g., dirt, oil or other leakage) cleaned and may assess the Owner of the stall or space the cost of such cleaning. No personal items, such as lumber, crates, potted plants, furniture or recreational equipment, shall be permitted in the parking stalls.
- 2. <u>Observance of Signs:</u> Drivers within the Project shall observe all traffic signs posted at The Windsor, whether by the appropriate authorities of the City and County of Honolulu or by the Association. Vehicles shall travel at no greater than five (5) miles per hour within The Windsor.
- 3. No impeding of Access: No vehicles belonging to a Resident or to a tenant, guest, invitee or employee of a Resident shall be stopped or parked so as to extend into any portions of the driveways or walkways, so as to impede or prevent ready access to any entrance or any exit from The Windsor by another vehicle or so as to impede use of another parking stall. Vehicles shall be centered in parking spaces so as to prevent crowding of adjacent spaces and/or blocking of passages.
- 4. <u>Parking in Proper Place</u>: No parking is allowed on any part of The Windsor, except entirely within designated parking areas (e.g., parking stalls and permitted loading and unloading zones). Boats and other vehicles not appropriate for use o public roads must be stored outside of The Windsor.
- 5. <u>Condition of Vehicles:</u> No repairs or adjustments to automobiles, motorcycles or other motor vehicles shall be permitted within The Windsor; provided, however, that minor repairs or adjustments necessary to start and automobile so that it can be removed and repaired elsewhere shall be permitted. Changing, restoring or filling car oil, brake or transmission fluid, antifreeze, gasoline or any other item that is a hazardous substance, poison, flammable material or threat to the environment is

- specifically prohibited. No racing of motors shall be permitted and all motor vehicles shall be equipped with quiet mufflers. All vehicles parked at The Windsor shall be in operating condition with a current vehicle license, safety sticker and insurance required by law.
- 6. <u>Towing of Vehicles:</u> The Board, the Managing Agent and the Resident Manager are authorized to have towed away or removed at the vehicle owner's expense any vehicle or equipment parked, located or used in violation of these Rules. Neither the Board, the Managing Agent not the Resident Manager shall be subject to any claim for liability or damage in the exercise of such authority. If the violating vehicle belongs to a guest or invitee of a Resident, the Owner of the Resident's Apartment shall be held responsible for costs incurred by the Association in connection with such towing.

#### 7. Guest Parking:

- (a) Owners, tenants and contractors may not use the guest parking stalls. The guest stalls are for use by guests visiting The Windsor residents only.
- (b) Guests must register w=their vehicles using the guest sign-up sheet located at The Windsor office. Note: a Windsor staff on an hourly basis will check vehicles parked in the guests parking stalls.
- (c) A vehicle may not remain in guest parking for more that (6) six hours in any (24) hour period or may be issued a special overnight pass, which will be approved by the Resident Manager.
- (d) Vehicles parked in violation of any of these Guest Parking rules are subject to immediate tow without warning. Neither management nor security personnel are required to notify violators before towing.
- (e) Vehicles will be towed at the expense of the owner
- (f) Residents are responsible for informing their guests of these parking regulations.

# 8. Commercial Parking:

(a) Owners, tenants and guests may not use the contractor and commercial parking between the hours of: 6:00a.m. To 6:00p.m. Monday thru Friday.

- (b) Between the hours of 6:00p.m. To 6:00a.m. Monday thru Friday, guests of Windsor Residents only may use the commercial parking area. Saturday and Sunday are open to guests at any time of day.
- 9. <u>Height of Vehicles:</u> Parking within the parking structure is limited to vehicles not exceeding 6 feet 2 inches in height

#### L. Storage and Lanais

- 1. <u>Storage Spaces:</u> The board shall have the right to promulgate reasonable rules and regulations relating to use and maintenance of the Extra Storage Spaces.
- 2. <u>Keys to Extra Storage Spaces</u>: The Resident of an Apartment that has an Extra Storage Space appurtenant to it shall provide their own lock on the space and shall provide the Resident Manager with a copy of the key or the combination to the lock on the Extra Storage Space.
- 3. <u>Lanais</u>: Use, maintenance and repair of the Limited Common Element lanais appurtenant to certain of the Apartments shall be as set forth in the Declaration and the Bylaws.

#### M. Pets

- 1. No animals may be allowed or kept in any part of The Windsor (including the Apartments and the Common Elements); provided, however, that, subject to the limitations set forth in this section, Owners and Occupants may keep ONE of the following domesticated pets: one dog, one cat. No more than TWO of the following pets shall be allowed parakeets, canaries or fish in aquaria. Such pets must be spayed or neutered as appropriate, and shall weigh no more than 25 pounds. An animal, which is at or around an Apartment for more than a total of twelve hours, is considered to be kept.
- 2. All animals must be carried or leashed at all times while in transit through the Common Areas, except certified dogs used by disabled persons as described below. Pet owners are responsible for promptly cleaning up any droppings and for quieting any undue noise made by their pets. Any pet causing a nuisance or any unreasonable disturbance to any other Resident of The Windsor or causes damage to the The Windsor shall be permanently and promptly removed upon notice given

by the Board. The Owner or other Resident of any Apartment in which a pet is to be kept pursuant to these rules shall register the pet in writing with the Board, The Managing Agent or the Resident Manager prior to or immediately upon bringing such pet onto the Windsor. Pets are not allowed to roam the Common Areas at will at any time.

- 3. Notwithstanding any other provision herein, disabled residents and guests shall be permitted to keep and use guide dogs, signal dogs, service dogs or other animals upon which disabled residents and guests rely for assistance with their disabilities.
- 4. Any and all personal injury or property damage to the building, grounds, flooring, walls, trim, finish, tile, carpeting, stairs or other portions of The Windsor caused by a pet will be the full responsibility of the pet owner and the Owner of the Apartment in which the pet is kept. Any Resident or guest or invitee of a Resident who maintains any pet or other animal within The Windsor, whether in compliance with these Rules or otherwise, shall indemnify, defend and hold the Association, the developer, the Managing Agent and the Resident Manager harmless from and against any damages, claims, causes of action or losses of any kind or nature, including reasonable attorney's fees and costs, incurred as a result of any alleged damage or injury caused by such pet or other animal.

# N. NOISE, NUISANCES AND HAZARDS

- 1. <u>Nuisances</u>: No nuisances shall be allowed at The Windsor and no activity or condition shall be allowed which is improper or offensive in the opinion of the Board or which is in violation of the Declaration, the Bylaws or these Rules or which unreasonably interferes with or is an unreasonable annoyance to the peaceful possession or proper use of The Windsor by other Residents.
- 2. <u>Disturbances:</u> Residents shall not cause excessive noise of any kind at any time within the Windsor, especially in the use of musical instruments, radios, televisions and other devices with sound amplification that may disturb other Residents, and shall be considerate of other Residents at all times. Residents shall not make or cause, or

permit their guests or invitees to make or cause, noises which will unreasonably annoy or interfere with the rights, comfort and convenience of other Residents.

- 3. <u>Contractors:</u> Except with respect to work performed on behalf of Developer and work done in response to an emergency situation, contractors working on behalf of Apartment Owners or other Residents shall only be allowed access to the building and to work within The Windsor between the hours of 9:00a.m. And 5:00p.m. Monday through Friday, excluding holidays observed by the State of Hawaii and/or the United States government.
- 4. <u>Radios, etc:</u> Radios, televisions, stereos, etc. in the Apartments must be plays at reduced volume 10:00p.m. To 10:00a.m. Sunday through Thursday, and 12:00a.m. to 10:00a.m. Friday and Saturday. These hours are per city and county ordinance.
- 5. <u>Reporting of Excessive Noise:</u> Excessive noise at any time should be reported to the Resident Manager.
- 6. Quiet Hours: The Windsor's quiet hours are from 10:00p.m. to 10:00a.m. Sunday through Thursday, and 12:00a.m. to 10:00a.m. Friday and Saturday.
- 7. Odors: Residents shall not cause or permit any objectionable odors (such as cigarette, cigar and pipe smoke and food odors) to emanate from their Apartments.
- 8. <u>Barbeques:</u> No fires, including barbeque fires, shall be allowed in any part of any Apartment of the Common Areas, except that barbequing shall be permitted in such Common Areas specifically designated for such activities or such other portions of the Common Areas as the Board may designate from time to time by resolution. Barbequing shall include, but shall not be limited to, the broiling of any food items over a charcoal fire, gas grill or electric grill.
- 9. Smoking: Pursuant to the laws of the City and County of Honolulu and pursuant to these Rules, smoking is prohibited in the Common Areas, which include the recreational facilities, lobbies, hallways, corridors, stairways, waiting areas. Disputed between Residents relating to cigarette, pipe and cigar smoke emanating from Apartments (as opposed to the Common Areas) shall be dealt with by the Residents themselves. Unless there is a violation of the Declaration, the Bylaws or these rules, the Association shall not get involved in such disputes. In no event whatsoever shall a lit cigarette, cigar, pipe or other smoking device be allowed in any portion of The Windsor (including within any Apartment) where there is also an oxygen canister.

#### O. General Rules and Regulations:

#### 1. Employees of the Association

- (a) The Association's maintenance employees, if any, will use every effort to effectively care for the grounds of The Windsor. Every Resident is to do his or her part and to use his or her influence on all members of his or her household to do their part towards abating unsightliness at The Windsor.
- (b) Maintenance employees of the Association are under the sole discretion of the Board, the Managing Agent and the Resident Manager. During prescribed hours of work, they shall not be diverted to the private business or employment of any individual Resident. No maintenance employee shall be asked by a Resident to leave The Windsor.
- (c) No Resident may require and employee of the Association to leave the Common Areas of The Windsor or to perform any personal tasks.
- (d) No Resident shall reprimand any employee of the Association at any time. Residents should direct any complaints and /or suggestions to the Resident Manager, the Managing Agent or the Board.
- 2. <u>No Solicitation:</u> Except for solicitation of proxies related to the Association, no solicitation or canvassing of any kind is permitted in or about the Common Areas of The Windsor at any time.
- 3. <u>Access to Apartments:</u> The Managing Agent and the Resident Manager are not required to give access to an Apartment without the written permission of the Owner thereof, a registered agent of the Owner or a registered Resident.
- 4. <u>Keys:</u> The Developer shall provide original Apartment Owners with two sets of keys for the Apartments and elevators. The issuance of any additional will be subject to a \$50.00 deposit for such additional keys.
- 5. Exterior Lighting: All exterior lighting shall be shielded and directed away from any abutting lots and rights-of-way.

6. <u>Books and Records:</u> All of the Association's books and records shall be kept at The Windsor or at such other convenient place within the State of Hawaii as the Board shall designate, and in accordance with the requirements of the Act. Owners desiring to inspect such books and records shall give the custodian's ability to have such books and records available, the books and records may be inspected at The Windsor on non-holiday weekdays between the hours of 10:00a.m. And 2:00p.m. Before inspecting the books and records, Owners inspecting the books and records must pay all costs, if any, incurred to copy the books and records for such inspection.

#### P. Alterations and Additions:

- 1. Except as set forth in the Declaration and the Bylaws, no Owner shall make any Alteration with respect to any Apartment. Any and all Alterations to Apartments and Limited Common Elements by Owners (and other Residents) must comply with the Declaration, the Bylaws, these Rules and all applicable statues, ordinances, codes, rules and regulations.
- 2. No alteration may commence with respect to any Apartment until the Owner has submitted to the Board (and the Developer, if the Developer owns and Apartment at The Windsor) a written request (which shall include plans and specifications), along with payment of the Alteration Review Fee, and the Board (or a subcommittee of the Board established for such purposes) and, if applicable, the Developer are deemed to have approved the request as provided in Section P.3 below.
- 3. If the Board and, if applicable, the Developer, do not respond to a complete submittal within 45 days of the receipt thereof by the Board and, if applicable, either by approving the submittal, disapproving the submittal or requesting revisions or amendments to the submittal, the submittal shall be deemed to be finally approves. Nothing contained in this section shall authorize or permit any work affecting the Common Elements, the exterior appearance of The Windsor or the rights of any other Owner.
- 4. The Board and, if applicable, the Developer may give preliminary approval to a submittal. With respect to supplementary submittals that are made in response to a preliminary approval and that contain all of the items and information required by the Board or, if applicable, the Developer, either by approving the submittal, disapproving the submittal or requesting revisions or amendments to the submittal, the submittal shall be deemed to be finally approved.

- 5. The Board and, if applicable, the Developer may inspect the work from time to time and direct a halt in construction for any reason and the Board and, if applicable, the Developer may require the removal or correction of any work which (a) was not authorized by the Board or, if applicable, the Developer, or (b) may adversely affect the Common Areas, the exterior of The Windsor or the rights of any other Apartment Owner or Resident.
- 6. The Board and, if applicable, the Developer may impose reasonable conditions of their approval of any request for Alterations including, without limitation, requiring (a) changes or amendments to the request, including changes or amendments designed to minimize the potential effects of such Alterations on Owners or Residents of other Apartments, (b) supervision of the work by an architect, or engineer, or other construction professional, and (c) performance of the work by a licensed contractor in cases where the work may affect the Common Areas, the exterior of The Windsor, or the rights of any other Owner or Resident.
- 7. The Developer to any part of The Windsor shall not construct the provisions in this Section P to apply to any alteration or addition.
- 8. No glass tinting, window guards, awnings, shades, jalousies, windbreaks or any other device that is visible from the exterior of an Apartment and that differs from what existed when the apartment was originally conveyed by the Developer shall be installed or erected without prior written approval of the Board and unless it complies with the Declaration and the Bylaws.
- 9. No tile, hardwood or other hard surface floor covering shall be installed in any portion of any Apartment other than the kitchen or bathrooms, unless such installation is in accordance with the Declaration and the Bylaws.

# Q. Enforcement of Rules

# 1. Violations and Damages:

(a) All corrective actions with respect to violations of these Rules and damages to the Common Areas shall be enforced by the Board (or the Managing Agent or Resident Manager acting on behalf of the Board). Such violations and damages should be reported promptly to the Board, the Managing Agent or the Resident Manager. The cost of such corrective actions, including any legal fees of enforcement, may be assessed by the Board against, and, if so assessed, shall be paid by, the violating or responsible Owner.

- Owners shall be responsible for violations by Residents of their Apartments and their tenants and guests.
- (b) Damages to Common Areas shall be surveyed by the Board or the Managing Agent or the Resident Manager at the direction of the Board, and the costs of repair or replacement incurred, including any legal fees of enforcement, may be assessed by the Board against, and, if so assessed, shall be paid by, the Owner who caused or is responsible for the damage. Owners shall be responsible for damages caused by Residents or their Apartment and their tenants and guests.
- 2. Observance of Rules: Each Owner shall observe and perform these Rules and shall ensure that such Owner's Residents, tenants and guests also observe and perform these Rules. The Owner shall be responsible if such Owner's Residents, tenants or guests or the family members or guests of such Residents, tenants or guests incur expenses due to violations of these rules. Unless Developer specifically subjects itself to one or more of these Rules, these Rules shall not apply to Developer and Developer shall not be obligated to observe or perform any of these Rules.
- 3. <u>Complaints:</u> Complaints and suggestions regarding The Windsor shall be made in writing to the Board, the Managing Agent or the Resident Manager.
- 4. <u>Violation of Rules:</u> The violation of any of these Rules shall give the Board and/or the Managing Agent or the Resident Manager, acting on behalf of the Association, the right to:
  - (a) Only in such instances where the violation or breach threatens an immediate, substantial and undeniable threat to the life, limb or property of any person, enter the Apartment (or secure on order permitting entry into an Apartment) in which, or as to which, such violation or breach exists and to summarily abate and remove, at the risk and expense of the defaulting Owner (whether caused by the Owner or by any person for whose conduct the Owner may be responsible), any structure, thing or condition that may exist therein contrary to the intent and meaning of these Rules, and neither the Board, the Managing Agent or the Resident Manager shall thereby be deemed guilty in any manner or trespass; and/or
  - (b) Enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any such violation, and all costs and

expenses, including attorney's fees, shall be borne by the defaulting Owner (whether caused by the Owner or by any person for whose conduct the Owner may be responsible).

- 5. <u>Imposition of Fines and Penalties:</u> The Association has adopted a schedule of fines and penalties for violations of the provisions of these Rules as authorized under the Bylaws, the Board shall not levy such fines or penalties without first complying with the following procedures, which procedures may be waived by the Owner or other person against whom the Board proposes to impose a penalty:
  - (a) The Board shall provide a written statement of the alleged violations to any Owner or other person against whom such charges are made, and such written statement shall provide a date on which the charges shall be heard;
  - (b) No proceedings under this section shall be brought against any Owner or other person unless a written statement of charges was delivered to such Owner or other person at least 15 days prior to that hearing;
  - (c) No proceeding shall be brought against any Owner or other person more than 60 days after the occurrence of the events upon which the charge is based, unless such Owner or the other parties involved are unavailable during such 60-day period;
  - (d) The Board shall appoint a panel of three capable persons (one of whom shall be designated as chairman) who may or may not be Owners, and who shall hear the charges and evaluate the evidence of the alleged violation;
  - (e) At such hearing, the Owner or other person so charged shall have the right to present oral and written evidence and to confront and cross-examine witnesses;
  - (f) The panel shall deliver to the Owner or other person so charged within seven days after the hearing a written decision, which specifies the fines or penalties, levied, if any, and the reasons therefore.

#### 6. Schedule of Fines

#### (a) Amount of Fines

- First offense—written citation given or sent to the apartment owner.
- Second offense—a written citation given or sent to the apartment owner and a \$25.00 fine notice issued against the owner.
- Third offense—a written citation given or sent to the apartment owner and a \$50.00 fine notice issued against the owner.
- Fourth and subsequent offenses—a written citation given or sent to the apartment owner and a \$100.00 fine notice issued against the owner for each offense.

No fine under this section shall be imposed against the owner until an owner has: (i) been given the opportunity to have a hearing before the board or a board committee; or (ii) waived that opportunity in writing.

A violation which has not been corrected within ten days of the date of the hearing provided in [part IV] Section Q.5 of the house rules will be considered another violation and subject to another citation and fine notice.

Second, third, fourth, and subsequent offenses need <u>not</u> be for a violation of the same provision before a fine notice is issued.

# (b) Citations.

Each citation issued shall briefly describe in writing the nature of the violation; date of the violation; apartment number; and name of parties involved, if known. The original citation shall be sent or given to the apartment owner, who shall be responsible for payment of any applicable fine. For purposes of this rule, a citation which is mailed to an owner will be deemed received four (4) days after it is mailed. If the owner of the apartment is not an occupant, then copies of citation also will be sent to any tenant of the owner; however, this shall not be deemed a waiver of the owner's responsibility for payment of any applicable fine.

(c) Payment of Fines and Liability.

Apartment owners shall be liable for their own fines and for fines assessed against: (i) their tenants, guests, family members, agents, or employees or (ii) the guests, family members, agents or employees of the owners' tenants. Unless appealed as permitted below, a fine must be paid by the apartment owner to the Association within thirty (30) days of the assessment of the fine. If the owner fails to pay or appeal a fine, the fine shall be deemed a claim chargeable against the owner's apartment. The Association may file a lien against the owner's apartment for the unpaid fines and may collect the unpaid fines under the procedures provided in Section 12.5 of the Bylaws for collection of delinquent fines. The owner shall also be assessed a late fee of 1 percent for each month the fine remains unpaid, unless the board votes to suspend or cancel the fine.

#### (d) Miscellaneous.

This schedule of fines shall be sent to all owners and residents of the project and shall be attached as an exhibit to the Association's House Rules. The Board reserves the right to establish a new schedule of fines at any time.

7. <u>Late Charges:</u> If an Owner does not pay an assessment within ten days after the due date of the assessments, the Owner shall be subject to and shall pay the Association a late charge in such amount as is necessary to defray the costs of the Association of additional record keeping and reporting resulting from such non-payment. The unpaid assessment and the late charge shall accrue interest at the rate of with as set forth in the Declaration and the Bylaws.

# R. Amendments:

These Rules may be amended only by the Board at a duly called meeting (or by the Developer acting on behalf of the Board), as provided in the Bylaws, and shall become effective when notice thereof is delivered to the Owners.

# S. <u>Non-Discrimination Policy</u>

Pursuant to Hawaii Revised Statutes Chapter 515, Title VIII of the Civil Rights Acts of 1968 as amended by the Fair Housing Amendments of 1988, and our non-discrimination policy, the Association does not discriminate on the basis of race, sex,

color, religion, marital status, familial status, ancestry, disability, age or HIV (human immunodeficiency virus infection) in housing or real estate transactions. It is our policy to extend to all individuals the full and equal enjoyment of the advantages, facilities, privileges and services consistent with Hawaii Revised Statutes chapter 515 and the Federal Fair Housing Laws. When providing services and facilities or enforcing the rules at the project, the Association will not allow discrimination, except as permitted by law. In particular, the Association will not treat any person unequally:

- In granting or withholding any approval or consent required under the Association's rules.
- In enforcing requirements of the Association rules about occupancy restrictions or use of the recreational facilities which might unlawfully restrict families with children.
- In connection with requests of disabled occupants or visitors of the project to have certified guide dogs, signal dogs, or other animals required because of the occupant's or visitor's disability; except that if the animals become a nuisance to others they will not be permitted at the project and will have to be removed.
- In processing requests of disabled occupants to: (i) make reasonable modifications to an apartment or the common areas at their own expense; and (ii) have reasonable exemptions from requirements of the association rules, to enable those occupants to have full use and enjoyment of the project.

The Board will suspend any requirement of the Association rules which, if enforced, could result in unlawful discrimination.