



HOUSE RULES

(Approved: 9/24/2013)

The primary purpose of these House Rules is to protect all owners/occupants from annoyance and nuisance caused by improper use of the Ilikai Marina Apartment Building. The intention is also to enhance the reputation and desirability of the building by providing maximum enjoyment of the premises. These House Rules may be amended by action of the Board of Directors of the Association of Apartment Owners.

The authority and responsibility for enforcing these House Rules have been delegated to the Resident Manager and Managing Agent by the Board. 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.

All owners and/or representative agents of apartments shall provide their tenants with copies of these House Rules and be responsible for their tenants' compliance.

I. GENERAL PROVISIONS

1. Nothing shall be allowed, done, or kept in any apartment, common or limited common element of the premises, which would overload or impair the floors, walls, or roofs thereof, or create any fire hazard or cause any increase in the ordinary insurance rates or the cancellation or invalidation any insurance thereon maintained by or for the association.
2. No occupant shall use or permit to be brought into the building or common areas anything deemed hazardous to life, limb, or property, such as gasoline, kerosene, or other similar combustible materials.
3. Garments, rugs, mops, or other objects shall not be dusted or shaken from windows, lanais, or stairways of fire escape areas of the building, nor shall anything be thrown, released, swept, or emptied out of window or doors onto or off lanais or into any of the corridors or common elements.

4. The trash chute is located at the end of each hallway. Trash chute hours are from 7 AM to 10 PM. All trash and garbage shall be securely wrapped in plastic bags and placed in the trash chute. All boxes should be broken down and brought down to the ground floor trash room which is located on the harbor side of the building. No garbage & large bulky items shall be left on the 7th floor. The 7th floor is for re-cycling only. Disposal or Donation of bulky items such as: beds, stereo, TV, furniture etc. shall be the owner/tenants responsibility to have these items picked up.
5. Bulky items must be stored inside apartments until the time of the scheduled pickup. A fine of \$250 may be imposed for each occurrence of bulky items that are left in our common areas or around the building.
6. Construction Materials must be delivered to approved construction material sites by the Owner or Contractor. An automatic \$250 fine may be imposed for improper disposal of construction materials in or around the building.
7. In case of emergency, the Resident Manager may enter any apartment as may be necessary. In such cases, she/he shall promptly notify the occupant & owner. If no passkey is available, the Resident Manager may retain a locksmith. The cost of the locksmith will be charged to the owner.
8. The Resident Manager may enter any unoccupied apartment for an extended period of time for the purposes of cleaning bird nesting on the lanai, periodic pest control, and air conditioning maintenance service. If no passkey is available, the Resident Manager may retain a locksmith. The cost of the locksmith will be charged to the owner.

Lockout assistance is not available. Please contact a licensed Locksmith or your Rental Agent if you become locked out of your unit. A 24-hour vendor list is available on the lobby bulletin board for your convenience.

9. Owners not residing on Oahu must designate an authorized agent residing on Oahu to act in the owner's stead regarding rentals, repair, etc.

Each apartment owner who uses an agent shall give the Resident Manager written notice of the agent's name, address, and telephone number. Each apartment owner or agent shall keep on file with the Resident Manager the identity of the tenants in the apartment.

10. No occupant shall make or permit any disturbing noises in the building nor do or permit any action that will interfere with the rights, comfort and convenience of other occupants. The tone, volume of radios, TV & music centers, telephone bells, and musical instruments shall be turned down so as to avoid bothering neighbors. Noise should be kept at a minimum when entering and leaving units, especially during the quiet hours from 10:00 p.m. to 7:00 a.m.
11. "For Rent" & "For Sale" signs may be posted on the lobby bulletin board in accordance with standards set by the Resident Manager. No other signs are permitted unless specifically approved by the Board of Directors.
12. New Clothes Washer/Dryer installations in units are strictly prohibited, due to the building not being designed for such appliances.
13. All vendors including contractors and housekeepers must sign in and out with security on the first floor.

House Rule violations should be reported to the Resident Manager and/or Security.

Employees of the Association are under the direct supervision of the Resident Manager. Owners and residents' complaints or requests for service should be directed to the Resident Manager and not to the staff.

The word "apartment" as used herein applies to residential and commercial units alike and is defined in the Declaration of the Condominium Property Regime of the Ilikai Marina Apartment Building.

II. GOVERNMENT REGULATIONS

None of the provisions of the Association documents are intended to be in contravention of the State or Federal Fair Housing Act. The Board will at all times comply with the provisions of the Fair Housing Acts when acting upon requests by handicapped persons to make reasonable modifications, at their cost, to apartments and/or to the common elements of the project if the proposed modifications are necessary for their full enjoyment of the project. The Board will also comply with the provisions of the Fair Housing Acts when acting upon requests by handicapped persons for exemptions from any of the provisions of the Association documents which would interfere with said handicapped persons' equal opportunity to use and/or enjoy their apartments and common elements of the project.

1. In accordance with State Law, fireworks are prohibited on all portions of the premises at all times. There are NO EXCEPTIONS. A fine of \$200 will be imposed for each instance of using fireworks and the Board may seek the eviction of the persons responsible if they are tenants.
2. In accordance with Ordinance 93-68 City & County of Honolulu, smoking is prohibited in all common areas of the building, including, but not limited to lobbies, hallways, corridors, stairways, and elevators. No cigarettes or other smoking materials shall be discarded in any common areas of the building. There will be no smoking on lanais.
3. All illegal activity is prohibited in the units, including the smoking, growing and use of illegal drugs under Federal or State law.

III. COMMON AREAS

1. Owners shall be responsible financially and otherwise for the conduct of all occupants and guests of their units at all times, and shall ensure that their behavior is neither offensive in nature nor threatening to persons or property.
2. Loitering, ball playing, skateboard riding, roller-skating, or any other form of horseplay and related disruptive activities will not be permitted in common areas.
3. It is acceptable for bicycles and surfboards to be brought through the hallways provided care is taken to avoid soiling or damage the carpeting or wallpaper. Also extreme care will be exercised while utilizing the elevators for transport of the same.
4. The grounds, walkways, stairways, elevators, building entrances, driveways, and other similar common elements shall not be obstructed nor used for any purpose other than for ingress and egress. No trash or personal property of any type may be placed on or stored in or on any of the common elements.
5. The Resident Manager must be notified at least 48 hours prior to moving large furniture, construction materials, or equipment in and out of the building. Residents moving or receiving/shipping such goods will be responsible for the protection of and any damage to, the elevator interiors and doors, corridors, and any other common areas of the property. A \$200 Deposit will be given to the resident manager to cover any damages to the common area caused by the

move. The Resident Manager and/or Security will inspect the common area for damage within 24 hours of completion of the move. If no damages are found, the deposit will be returned within 7 days of the completion of the move. Move-ins or move-outs are to be scheduled between 9:00 a.m. to 5:00 p.m., Monday - Saturday.

6. No shoes, sandals, laundry, toys, or other personal belongings shall be left in the corridors.
7. Apartment entry doors are to be kept closed at all times except during ingress or egress.

IV. BUILDING MAINTENANCE AND REPAIR

1. All of the common elements and limited common elements including, but not limited to, the exterior surfaces of the building, lanais, apartment entry doors, passageways, and grounds shall be used, decorated, and landscaped only as permitted by the Board. Please verify with Resident Manager for Board approved Door Locks or hardware alterations. Any alteration within an apartment that might interfere with the comfort of other residents, jeopardize the structural integrity of the building, effect the common elements including water, sewer, electricity, and television services, must be cleared in advance through the Resident Manager. An Alteration Request or building permit may be required before any work is undertaken.
2. Owners and their occupants and guests shall be responsible for the prompt payment of the cost of repairs to the common elements that were made by such owner, occupant or guest's negligence. In the event an occupant causes damage to another apartment, lanai walls and ceilings or other areas, he shall be financially responsible for all necessary repairs.

Alterations: Any alteration work or modification to the interior of an apartment must be approved by the board, prior to the commencement of such work. You are required to file pre-approval forms with the resident manager prior to any alteration, with a \$500 deposit refundable after inspection by the Resident Manager. A fine of \$500 will be charged to the owner for alterations without pre-approval from the BOD. Approved alteration work must be done between 9 a.m. – 5 p.m. Monday-Saturday. All work, except for emergency repairs, is prohibited on Sundays and Federal and state Holidays. Contractors are responsible for

damage to elevators, carpets, doors, walls, railings, tile flooring, or any other common areas. Cost of the repairs will be the responsibility of the owner and charged to the owner.

3. Maintenance and repair of apartment interiors are the responsibility of the individual owner. Equipment and fixtures located therein are to be maintained in such a manner as to not cause damage to other apartments or to the common elements or to interfere with the rights or enjoyment to which their occupants are entitled. (See #17 Attached- Resolution high risk components 514B-138)
4. Each owner is mandated to allow entry for routine maintenance of A/C units. The Resident Manager or his/her staff will allow access to owner/tenant units for those participating in pest control.
5. Floor Coverings - The installation of any floor covering shall be approved by the Board of Directors. Owners are required to complete an alteration application with the Resident Manager and gain Board approval prior to commencement of any alteration.

V. LANAIS

1. Nothing shall be hung on or from lanai railings, walls, or ceilings for any purpose whatsoever. Nor shall clothing or laundry be hung in doorways or windows in such a manner as to be viewed from outside the building.
2. Lanais may be furnished with appropriate chairs and small tables which must be kept in a neat and orderly condition. Lanais are not to be used for the purpose of storage of articles of any kind.
3. Potted plants may be placed on lanais as long as porcelain or other suitable containers are placed under all flower pots to avoid the dripping of water or soil there from. No flower pot, planter, container or similar item shall be placed on or suspended from railings of lanais or lanai ceilings or in any other way that may create a hazard. The plant may not exceed the height of the lanai railing. At no time shall any plant extend through the railings.
4. Watering of plants and sweeping and mopping of lanais and adjacent areas shall be accomplished in a manner as not to be a nuisance to persons residing in an adjacent or lower apartment or to persons on the grounds of the premises. Care

should be taken in scrubbing lanais so as to prevent water from running down the exterior of the building.

5. No painting of the walls, railings, or ceilings of lanais or the addition of any lights thereto is permitted without Board approval.
6. No barbecuing is permitted on the lanais.
7. The exterior side of the draperies, shutters, and blinds or other coverings placed against the windows or doors or openings facing towards the exterior of the building shall be white or off-white. Draperies must not be allowed to fly through open windows. Installation of solar film must receive advance approval of the Board of Directors. Only #20 gray will be approved for installation on exterior windows.
8. Reasonable Holiday decorations maybe displayed on the lanais between Thanksgiving and January.
9. Installation of any form and type of surface covering is not allowed on lanais due to the risk of concrete spalling. Owners who violate this rule may be required to remove the surface covering at their expense. In addition, if the Board determines that the surface covering has caused damage to the building, such as spalling, the owner of the apartment where the surface covering was installed may be charged for the repairs.

VI. LAUNDRY, STORAGE, GARAGE AREAS, AND FACILITIES

1. Each occupant shall comply with all regulations and directions of the owner of the laundry room, storage, and garage facilities for use thereof.
2. Those apartments that have their own laundry facilities must use low sudsing or no sudsing detergents in their machines to avoid suds coming up into kitchen sinks and toilets on floors below. (Examples: Amway, Sears, All)

VII. ANIMALS

1. **No birds or animal** shall be permitted in the building without written authority from the Board of Directors. Feeding or watering of domestic or wild birds is strictly prohibited.
2. Notwithstanding any other provisions herein, persons with disabilities may keep certified service animals in their apartments and may utilize such service animals on the common areas as necessary to fulfill enjoyment of the property.
3. The need for the service animal should be identified by a letter from a Doctor, Psychiatrist, Psychologist, or other mental health professional, or social worker.
4. Service animals' owners will register with the Resident Manager and provide a certification for the service animal prior to Moving In. The Service animal information will include, the Service the animal performs for the disability, and all documents of registration for the animal.
5. While in common areas and in transit, all service animal(s) shall be on a leash, in a case, or carried by someone who is responsible for the service animal. Any damage caused by the service animals to the common limited areas shall be the responsibility and liability of the owner. Any owners who do not comply with the house rules will be fined according to the attached Schedule of Fines and will be charged for any repair/replacement damages to the common elements caused by their animals.
6. Any service animal causing a nuisance or unreasonable disturbance to any other occupant of the project may be permanently removed there from promptly upon notice given by the Managing agent, acting on behalf of the BOD. The service animal will be allowed to remain at the project for a reasonable period of time while the disabled person attempts to find a suitable replacement service animal.

VIII. INSURANCE

1. Each Unit Owner shall obtain and maintain an HO-6 insurance policy or its equivalent with the following minimum provisions or any other provisions as may be adopted by the Board of Directors.
2. Liability Insurance of at least \$300,000.00.

3. Dwelling coverage equal to the Association's property insurance deductible currently \$5,000.00 excluding the hurricane deductible plus the value of any improvements to the unit (as compared to the original as built conditions).
4. Personal Property Coverage.
5. Loss assessment coverage to the extent reasonably available equal to the Association's property insurance deductible, currently \$5,000.00 excluding the hurricane deductible.
6. Each Unit Owner shall provide a copy of the Declaration page of said insurance policy to the Managing Agent (Hawaiian Properties, Ltd.)

IX. RULE ENFORCEMENT POLICY

Owners and rental agents are to ensure that persons occupying their apartments have a copy of these House Rules and conduct themselves in compliance with such rules. Owners shall assume full responsibility for the actions or omissions of their Agents, Tenants and Guests. ALL VIOLATIONS OF HOUSE RULES MAY BE SUBJECT TO FINE IN ACCORDANCE WITH THE ATTACHED SCHEDULE OF FINES.

**RESOLUTION OF THE BOARD OF DIRECTORS OF THE ASSOCIATION OF
APARTMENT OWNERS ILIKAI MARINA APARTMENT BUILDING ADOPTING A
SCHEDULE OF FINES FOR VIOLATIONS OF THE DECLARATION, BY-LAWS, AND
HOUSE RULES**

WHEREAS, according to Section 514B-112(c) of the Condominium Property Act, the Board of Directors of the Association of Apartment Owners Ilikai Marina Apartment Building (the "Board") has the power to take action against apartment owners, their tenants, family members, guests, agents, employees, or anyone else using the Ilikai Marina Apartment Building condominium project for violations of the Restated Declaration, Restated By-Laws, and House Rules of the Association; and

WHEREAS, the Board has authority to do all acts or things necessary for the administration of the affairs of the Association pursuant to Article III, Section 5 of the Restated By-Laws of Association of Owners Ilikai Marina Apartment Building ("the Restated By-Laws"); and

WHEREAS, Sections 514B-104(a)(11) and 514B-106(a) of the Hawaii Revised Statutes authorize the Board, on behalf of the Association, to impose fines for violations of the Restated Declaration, the Restated By-Laws, or the House Rules for the project; and

WHEREAS, in accordance with these powers, the Board has decided to: (i) adopt a schedule of fines to be imposed for violations; and (ii) give the Resident Manager and Security/Watchpersons the power to impose fines in accordance with the schedule the Board adopts;

RESOLVED, the Board adopts the following schedule of fines for any violation of the Association's Restated Declaration, Restated By-Laws, or House Rules (the "project documents") by apartment owners, their tenants, family members, guests, agents, employees, or anyone else using the project;

RESOLVED FURTHER, the Board deems apartment owners to be responsible for payment of any fines imposed with respect to their apartments, or as a result of the actions of the owner's tenants, family members, guests, agents, or employees.

RESOLVED FURTHER, the Board adopts the following policy, which shall apply to all apartment owners, occupants, and other users of the project:

I. ENFORCEMENT POLICY

The Resident Manager and Security/Watchpersons have the authority to enforce the project documents.

II. AMOUNT OF FINES

Except as otherwise provided below and in the House Rules, citations and fines shall be issued and imposed as follows:

- First offense--a written citation given or sent to the apartment owner, agent and violator.
- Second offense--a written citation given or sent to the apartment owner, agent and violator and a \$50.00 fine assessed against the owner.
- Third offense--a written citation given or sent to the apartment owner, agent and violator and a \$100.00 fine assessed against the owner.
- Fourth and subsequent offenses--a written citation given or sent to the apartment owner and a \$200.00 fine may be assessed against the owner for each offense.

Note: A violation which has not been corrected within ten days of the date of a citation will be considered another violation and subject to another citation and a fine.

Second, third, fourth, and subsequent offenses need not be for a violation of the same provision before a fine is imposed. For example, if a tenant violates a "Lanai" rule for his first violation, and then violates a "Noise" rule for his second violation, the fine would be imposed on the owner upon the occurrence of the second violation. It is not necessary for a tenant to violate a specific rule, such as "Noise" rule, twice before a \$50.00 fine is levied. Similarly, a \$100.00 fine will be assessed for a third violation of the house rules and a \$200.00 fine will be assessed for a fourth and subsequent violations of the house rules. After twelve (12) months, a citation will be removed from an owner's record and will not be used in calculation of subsequent violations.

The Managing Agent and his/her staff, or any duly authorized agent of the Association such as the Association manager or property manager, as the agent for the Board of Directors, are authorized to issue violation citations and levy fines.

III. CITATIONS

Each citation issued shall briefly describe the nature of the violation; date of the violation; apartment number; and name of parties involved, if known. The original citation shall be sent to the apartment owner (who shall be responsible for payment of any applicable fine, as outlined below). If the owner of the apartment is not an occupant, then copies of citations also will be given or sent to the agent and violator (provided, this shall not be deemed a waiver of the owner's responsibility for payment of any applicable fine).

An apartment owner, for his/her self or for the violator, if the violator is not the owner, may appeal a notice of violation or fine as stated in Section V below.

IV. PAYMENT OF FINES AND LIABILITY

Apartment owners shall be liable for their own fines and for fines assessed against their tenants, guests, family members, agents, employees, contractors, etc. A fine must be paid to the Association within thirty (30) days of the assessment of the fine. A fine shall be deemed a common expense 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 the Bylaws for collection of delinquent assessments.

V. APPEAL

- Within 30 days from the date of the notice of violation or fine an owner, tenant, or other offender may appeal to the Board by mailing or delivering written notice of his/her appeal and the reasons therefore to the Resident Manager's office. Such written notice shall constitute a Notice of Appeal. The date of mailing or the date of hand delivery to the Association Manager shall constitute the date of the appeal.
- The owner, tenant, or other offender may ask to appear at the next Board meeting to provide additional information or the Board may ask the person to appear. The petitioner will be notified of the date and time that the appeal will be heard.

In the event of a violation of the House Rules that poses a threat to persons or property, as determined by the Board, the House Rule Violation Procedures and Appeal Procedures set forth hereinabove, may be suspended and the Board may take immediate action to remedy the situation and/or have the matter referred directly to legal counsel for appropriate action.

NOTHING CONTAINED IN THIS RESOLUTION SHALL BE INTERPRETED TO PREVENT OR DELAY THE BOARD, OR THE MANAGING AGENT, AND/OR THE ASSOCIATION MANAGER FROM ENJOINING, ABATING, REMOVING OR REMEDYING ANY VIOLATION OR BREACH WHICH MAY IMPAIR OR IN ANY WAY AFFECT THE VALUE OR SAFETY OF THE PROJECT OR THE USE, ENJOYMENT, SAFETY OR HEALTH OF ANY APARTMENT OWNER.