

**WAIKIKI SKYTOWER**

**ASSOCIATION OF  
APARTMENT OWNERS**

**HOUSE RULES**



Revised April 2, 2019

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# WAIKIKI SKYTOWER

## INTRODUCTION

These Rules and Regulations (“House Rules”) contain information that should make your daily living at Waikiki Skytower 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 in the Project. The primary purpose of these House Rules is to help protect the apartment owners and other occupants, including renters and guests, from annoyance and nuisances caused by improper use of the Project, and help protect the enjoyment and comfort of all residents and the reputation and desirability of the project. The Board of Directors fully understands that not every unit owner will agree with the entire House Rules set forth but would like to assure all that they have been created in good faith for the betterment of the Project.

The Board of Directors of the Project is responsible for enforcing these House Rules but has delegated enforcement responsibility to the Resident Manager and/or the Managing Agent.

These House Rules supplement (but do not change) the obligations of the owners and their renters and guests as set forth in the Declaration of Horizontal Property Regime of Waikiki Skytower (Declaration) and By-Laws of the Association of Apartment Owners of the Waikiki Skytower (By-Laws). In the event there is any inconsistency between these House Rules and the Declaration and/or By-Laws, the Declaration and/or By-Laws will prevail.

The Board of Directors shall make other House Rules from time to time or amend the following House Rules as they deem necessary, after giving notice to all apartment owners and giving them opportunity to be heard thereon.

## USE AND OCCUPANCY

1. Number of Occupants in the Apartment. There shall be a maximum of four (4) people residing in any apartment, or other reasonable number dictated by the circumstances under federal and state laws and ordinances.
2. Use of Apartments. The apartments shall be occupied and used by the respective owners and their family thereof, their tenant(s) and their tenants' families and guests only for residential purposes and in compliance with the restrictions contained in the respective apartment and leasehold deeds and Declaration.
3. Pets.
  - A. Only pets and assistance animals shall be allowed or kept in any apartment or any other part of the property. No pets or assistance animals may be bred at the Project or kept there for any commercial purpose. All pet Rules and Regulations apply to owners, residents, and guests.

- B. A maximum of two cats, two dogs, or one cat and one dog may be kept in each apartment. Dogs must weigh no more than 25 pounds at maturity. No livestock, poultry, rabbits, or other animals whatsoever (including but not limited to snakes, lizards, monkeys, etc.) shall be allowed in any apartment or any other part of the Project. The Project does allow birds (2) or fish (no larger than a single 40-gallon tank) in place of cat and dog limits. A pet registration form, complete with a photo of each pet, must also be filled out and returned to the Resident Manager.
- C. No pets shall be allowed on the common elements except while in transit through the common areas. All pets must be on a leash, in a stroller, in a cage, or carried. Pets on leashes must at all times be under the complete control of a capable person when walked through the common elements. No pets shall be left unattended on the common elements. All dogs that display unprovoked aggressive behavior toward other dogs or persons will be required to be held or muzzled in any public area of the Project. No owner or resident shall permit his pet(s) to produce or cause any waste or unsanitary material or condition anywhere on the common elements, and such waste or unsanitary materials or condition shall be immediately removed and disposed of and the area cleaned by such owner.
- D. Any pet which, in the sole judgment of the Board, displays unprovoked aggressive behavior, causes a nuisance, unreasonable disturbance, or threat to the health or safety of any owner, occupant, guest, or other pet or assistance animal, may be ejected from the Project on the demand of the Resident Manager and/or Managing Agent; provided, however, that upon assessment of the severity of the behavior, nuisance, disturbance, or threat caused by such pet, the Board, in its sole discretion may give the pet's owner an opportunity to remedy the situation short of ejection. Strong odors caused by the pet or pet's waste are considered a nuisance and shall be treated as a violation.
- E. Notwithstanding the foregoing restrictions on pets or anything contained herein to the contrary, assistance animals upon which disabled owners, residents, or guests depend for assistance shall be permitted to be kept by such owners, residents, and guests in their apartments and shall be allowed to walk throughout the common elements while under the control of the animals' owner or handler by use of a harness, leash, tether, cage, or other means of physical control. If the nature of the person's disability makes physical control impracticable, or if physical control would interfere with the assistance that the animal is providing, the assistance animal must be under the control of the animal's owner or handler by voice control, signals, or other effective means. If such assistance animal causes a nuisance or unreasonable disturbance or poses a threat to the health or safety of any owner, resident, or guest, the owner thereof will be given an opportunity to rectify the problem by measures which fall short of removal of the animal from the Project. Removal will be required only if the Board reasonably determines that less drastic alternatives have been

unsuccessful. If such an animal is ejected, it will nonetheless be allowed to remain at the Project for a reasonable period of time while the owner thereof attempts to find a suitable replacement animal, provided that the problem is controlled to a sufficient degree that the continued presence of the animal during that time does not constitute an unreasonable imposition upon, or threat to the safety or health of, other owners, residents, or guests.

- F. In no event shall the Board, the Association, the Managing Agent, or the Resident Manager be or be deemed to be liable for any loss damage or injury to persons or property caused by or arising in connection with any owner's, resident's, or guest's pet, assistance animal or other animal. By acquiring an interest in an apartment in the Project, each owner agrees to indemnify, defend, and hold harmless the Board, the Association, the Managing Agent, and/or the Resident Manager against any claim or action at law or in equity arising out of or in any way relating to such owner's or resident's or guest's pet, assistance animal or other animal.
  - G. Pets are not allowed at any time on the recreational deck, or the men's sauna or women's sauna, except that an owner, resident, or guest may be accompanied by his or her assistance animal if this is necessary for his or her full enjoyment of the Project.
  - H. All complaints relative to animals shall be in writing and delivered to the Resident Manager or mailed to the Managing Agent.
4. Solicitation. Solicitation within the Project is prohibited, except for Association matters as provided in Section 514B-123(j) of the Hawai'i Revised Statutes ("HRS"). Solicitation pursuant to HRS §514B-123(j) shall be limited to the lobby and the hours between 6 AM and 9 PM.
5. Waterbeds. No waterbeds are permitted.
6. Temporary Occupancy.
- A. Use by Owners, Tenants, and Guests. Subject to the terms of the By-Laws and such owner's apartment deed, an apartment owner may lease or rent his apartment or make it available to friends, but the person or persons leasing, renting, or living in the apartment shall abide by the Declaration, the By-Laws, and these Rules and Regulations, and the apartment owner shall assume responsibility for the occupants' conduct. Owners are reminded that registration of tenants and guests residing in the apartment is required pursuant to General Rules & Regulations Paragraph 1.
  - B. Conduct of Tenants, Guests, and Other Persons. An apartment owner shall be responsible for the conduct of his tenants and said tenants' family members and guests. An apartment owner shall, upon request of the Board or Managing Agent,

immediately abate and remove, at his or her expense, any structure, thing or condition that may exist with regard to the occupancy or use of his apartment by any such person contrary to the intent and meaning of the provisions. If the apartment owner is unable to control the conduct of any such person or persons to conform with the intent and meaning of the provisions hereof, the owner shall, upon request of the Board or Managing Agent, immediately remove such person or persons from the premises, without compensation for lost rentals or profits or any other damage resulting therefrom. If the Resident Manager or police is called in to respond to any disturbance or possible criminal activity in a unit on at least two different occasions in a 30-day period, then it would be determined the owner is unable to control the conduct of his or her tenants and guests therein.

C. Appointment of Local Agent. An absentee Landlord shall designate an Agent to act on the Landlord's behalf. The Agent must reside on the same island as the rental unit (Hawaii Revised Statutes, Chapter 521, Landlord — Tennant Code — Section 43). Such owners shall file with the Resident Manager their out-of-town address and telephone number(s) and the local address and telephone number(s) of their Agent. This Agent, being the representative of the owner, shall be responsible for the renting and conduct of tenants and/or guests and contents of said apartment.

D. Vacation Rental Information. **An owner renting his apartment as a “Vacation Rental” must have an on-island agent as described above. All visiting parties who are renting on a “Vacation Rental” agreement or as a “Vacation Renter” must be checked in by the owner or a representative of the owner. Check-in must include exchange of keys, pertinent information regarding “House Rules,” trash disposal, parking information, and the fob system. Failure to “Check-In” will result in a fine of \$100.**

7. No awning, canopy, shutter, radio, or television antenna, or television satellite dish, shall be affixed to or placed upon the exterior walls or any part of the building, without approval of the Board. Any owner or renter considering the installation of an antenna or satellite dish must consult with the Resident Manager to obtain additional information. SEE APPENDIX (A) FOR ANTENNA REGULATIONS.
8. Owners shall not cause or permit any drapes, shades, or other window coverings to be hung inside or outside any windows which show any color other than solid neutral white color on the outside and must be maintained in good repair at all times.
9. All unit owners are responsible for the cleanliness and day-to-day maintenance of their units, lanai areas, and deeded parking stalls. Such areas shall be kept in a neat, attractive, and sanitary condition. Only lanai-designed furnishings are allowed on lanais. Plants must be in appropriate containers. No barbeques. Storage cabinets and air conditioners must be kept at height not to exceed the concrete wall surrounding the outer edge of lanai.
10. Unit owners may not paint or otherwise decorate or change the appearance of any

portion of the building not within the walls of their unit, without prior written consent of the Board of Directors. This shall include the unit door of the residence.

11. Residents may not store personal possessions in the common areas. Items which are found in the common areas will be removed by the management staff and shall be treated as abandoned personalty under the Condominium Property Act.
12. Nothing is to be thrown from the lanais, including cigarette butts. Care should be taken when watering plant material or washing the lanai as to ensure that the water does not intrude upon any other lanai. This includes any water or condensation dripping from air conditioning units. **It is suggested that a pan be placed on the lanai under any air conditioner to collect any dripping water. Water from pans is to be discarded into a sink or toilet inside the apartment. AT NO TIME IS WATER TO BE DISCARDED OFF THE LANAI.**
13. **No rugs or other objects shall be dusted or shaken from the windows or lanai of the Project or cleaned by beating or sweeping in any common area of the Project. No laundry, garments, swimwear, towels, rugs, etc. shall be hung or exposed from lanais, windows, or railings.**
14. Waikiki Skytower is a no smoking Project which does allow smoking within residential units and lanais. **NO SMOKING** is allowed within the common areas of the Project, including the garage area, pool deck, and exterior common area grounds, **INCLUDING THE TUSITALA STREET LOADING ZONE.**
15. Except as permitted by the Board, and approved by the Resident Manager, residents shall not place any signs in or on the building, in the lobbies or elevators, in the recreational area, or in or upon other common elements.
16. Rights of Access. The Board hereby authorizes right of entry to the Resident Manager in the event of an emergency originating in or threatening any residential unit whether or not the owner or occupant is present at the time. Unit owners also understand that such entry may be “forced” by building management in emergencies such as the possibility of fire, flood, or other such perils. Payment for restitution of damages, which may result from this “forced” entry, is at the sole discretion of the Board.
17. Holiday Decorations of Lanais. Reasonable and appropriate decorations commemorating holidays may be displayed from lanais only on holidays. Reasonable Christmas and Hanukkah decorations may be displayed from the last week in November through the second week in January.

## COMMON AREAS, ENTRANCES

1. Obstructions, Uses. The grounds, stairways, driveways, passages, walkways, and corridors must not be obstructed or used for any purpose other than ingress and egress. No storage of personal items is allowed in these areas or similar common elements.
2. Laundry and Garments. No laundry, garments, swimwear, towels, rugs, etc. shall be hung or be exposed from lanais, windows, or railings.
3. Entrances. **Nothing shall be allowed to remain in view at unit front entrances including footwear, door mats, and other personal items.** Exception is the daily newspaper. The AOA and/or Board are not liable for personal items kept near the entrance to the apartment. Decorative items may be allowed at the discretion of the Board of Directors.
4. Trash Disposal. Garbage, rubbish, and other trash shall be in secured trash bags disposed of using the trash chute. Trash containing food shall be securely wrapped before being placed in a trash bag. Only trash bags shall be discarded using the trash chutes. **TRASH CHUTE HOURS ARE FROM 7 AM UNTIL 10 PM, INCLUDING HOLIDAYS. Cat litter should be doubled bagged and taken to the trash room. Do not discard cigarettes or other flammable items in the trash chute.** Residents shall dispose of large items likely to clog the trash chute, such as oversized boxes, in the trash room **on the P1 level of the parking garage. ALL BOXES ARE TO BE BROKEN DOWN TO MAXIMIZE SPACE IN THE RECYCLE BIN FOR RECYCLE ITEMS. All the recycle items are to be placed in the recycle bin. Please check signage for list of materials for recycling.** There is bulk pick up on Saturday on the makai side of the building on the corner of Cleghorn and Kaiulani Street. **Items may be placed outside after 1 PM but before 4:30 PM on Friday, for Saturday pick up.** Items include appliances, furniture, etc. Owners/residents are responsible for contacting the City and County of Honolulu for the removal of bulky items from the premises.
5. Barbecuing. Barbecuing in apartments/lanais or in the common areas of the Project is prohibited except for the use of the grills provided by the AOA on the Pool Deck. It is the obligation of the user of such grills to clean-up after each use per the instructions on the wall above the barbecues.
6. Aesthetics. No unsightliness within the public view is permitted within the Project. For this purpose, "unsightliness" includes but is not limited to the following: laundry on lines or reels, litter or trash containers except as specially provided; non-decorative gear, equipment, cans, bottles, ladders, trash boxes, barrels, etc., stored or stowed in or on walks, or in public view, etc., lawn furniture or other equipment or items of personal property in disrepair, or unshaded or improperly shaded lights that create objectionable glare.
7. Supplies or Other Goods. No garbage cans, household, or commercial supplies, excess



items, such as wood, pipes, or other building materials, or similar articles shall be placed outside any apartment area, or in the common areas, or in a place where they can be seen from outside any apartment.

8. Personal Property. No items of personal property, including vehicles, baby carriages, packages, boxes or crates shall be left or allowed to stand on any of the common areas, other than within the confines of the apartment. Articles of any kind left in any of the common areas or common elements, including, without limitation, the entry areas and parking areas, shall be removed as abandoned personalty pursuant to the Condominium Property Act or towed at the owner's risk and expense at the direction of the Board. Motorcycles, motor scooters, mopeds, and bicycles maybe parked in deeded parking stalls. There is limited space for bicycles and surfboards using racks provided on parking level 1.
9. Termite Inspections. The Resident Manager and/or Managing Agent shall cause the exterior of all buildings to be inspected for evidence of termite infestation on a semi-annual basis. The owner of each apartment shall be responsible to inspect the interior of his apartment for active termite activity on a periodic basis. Any evidence of termite infestation or damage shall be reported immediately to the Resident Manager and/or Managing Agent.
10. Corridor Doors. Corridor doors shall be kept closed at all times except when in actual use for ingress and egress to and from public corridors.

### **VEHICLES AND PARKING AREAS**

1. Vehicle Registration. Each owner or tenant shall register the make, model, year, color, and license plates of their vehicle parked in the parking structure of Waikiki Skytower with the Resident Manager, as required by General Rules and Regulations, Paragraph 1.
2. Reserved Stalls. Each owner and his tenants shall park only in the parking stall or stalls deeded to such owner's apartment.
3. Rental of Parking Stalls. For security reasons, rental of parking stalls to building non-residents is prohibited. Allowing building non-residents to enter a gated parking area increases liability to the Association.
4. Guests. Guests and invitees shall park only in parking stalls 130 and 131 on the Tusitala Street side of building or in vendor stalls during time periods indicated or in stalls deeded to their host's apartment.
5. Method of Parking. Automobiles shall be centered in parking stalls so as to prevent crowding of adjacent stalls or blocking of passages.
6. Violations. Violators of parking regulations shall have their cars towed away at their own risk and expense.
7. Repairs. Extensive repairs of motor vehicles or other equipment, or any repairs of a

motor vehicle or other equipment, which could cause damage, defacement, or soiling of the area shall not be permitted in any parking stall, driveway, or other areas of the common elements of the Project.

8. Washing Cars. Vehicles may not be washed in the parking structure and common areas.
9. Speed Limit. Vehicles shall not be driven at speeds in excess of five (5) miles per hour on any driveway or in the parking structure. Drivers are expected to observe traffic and directional signals for the safety of all.
10. Other Use Prohibited. The parking areas shall not be used for any materials or storage other than motorcycles, mopeds, and bicycles. Bicycle racks and surf board racks are also available on parking level 1. Waikiki Skytower AOA does not assume any responsibility for bicycles or surf boards stored in the common area, bicycle storage area, etc. Abandoned vehicles of any type shall not be parked or stored in the parking areas. Vehicles should be in running order and must be in compliance with State and City and County of Honolulu statutes.
11. Responsibility for Damage. Damage to cars and other objects or to the common elements, including parking rails and the roll-up and/or sliding gate, shall be the responsibility of the person causing the damage and/or the unit owner the guest may be visiting.
12. Cleaning of Parking Stalls. Each Owner shall be primarily responsible for basic cleaning and maintenance of their parking stalls. In particular, each Owner shall be responsible for cleaning from the surface of their parking stalls any residue, dirt, or debris that results directly from their use. If an Owner fails to clean or maintain their parking stall properly with the result that, in the sole judgment of the Resident Manager, the condition of the parking stall presents a hazard and/or unsightly condition, the area may be cleaned by the maintenance staff or outside vendor and the cost may be charged to the owner of the parking stall. A Unit Owner's repeated failure to clean or maintain an assigned parking stall may result in the Board's imposition of a monetary fine in an amount to be determined by the Board for each instance in which the Association is required to clean the Owner's parking stall.

### **NOISE AND NUISANCES**

Condominium apartments in a multi-family environment may share various water and sewer lines, and/or may have separate lines which may be installed in or near commonly shared walls, and the normal use of water and sewer facilities in one apartment may create a certain amount of noise in one or more other apartments. These noises are unavoidable and their occurrences are not a violation of these rules.

1. No nuisance shall be allowed in the apartments or the common elements, nor shall any use or practice be allowed which is improper or offensive in the reasonable opinion of the Board or in violation of the By-Laws or these Rules and Regulations or which

unreasonably interferes with or is an unreasonable annoyance to the peaceful possession or proper use of the apartments or the common elements by other owners or occupants.

2. Owners, other residents and guests of the apartments shall avoid unreasonably excessive noise of any kind at any time and shall not cause or permit any unreasonable disturbing noise or objectionable or obnoxious odors to emanate from their apartment. Owners shall take steps to rectify any violations or be subject to fines.
3. Radios, televisions, stereos, computer games, etc., in the apartments must be played at reduced volume after 10 PM and before 8 AM.
4. Excessive noise or disturbances should be reported to the Resident Manager. In the event of an emergency such as fire, flood, or other peril, call 911 immediately.

### **BUILDING MODIFICATIONS AND MAINTENANCE AND REPAIR OF APARTMENTS**

1. Except as otherwise permitted herein or in the Declaration or the By-Laws, no structural change of any type either within or without an apartment, nor any addition to an apartment or addition to or alterations of the common elements shall be made without prior written approval and consent of the Board. Any modification of any of the existing flooring in the unit (with the exception of the installation of carpeting in the living room, bedroom, or entrance way) and any modification of the existing flooring of the kitchen, bathroom, or lanai must also be approved in advance by the Board. All flooring installations, other than carpeting, must include sufficient sound barrier material. Make sure you include detailed information regarding the sound barrier material when you submit your proposed flooring installation plans to the Board. Any flooring application other than carpet must have a sound rating of at least 73 decibels. The installation of flooring other than carpet must be approved by the Board. Bare concrete flooring is not allowed.
2. Except as otherwise provided herein or in the By-Laws, no signs, signals, or lettering shall be inscribed or exposed on the exterior of any apartment (other than the apartment number), nor shall anything be projected out of any window.
3. Except as otherwise provided herein or in the By-Laws or State or federal law no projections (including, but not limited to, any wiring or other device for electrical or telephone installations, television antennas, machines, or other equipment, fixtures, appliances, or appurtenances) shall extend through any door or window opening into any walkway or corridor or beyond the exterior face or roof of any building or the exterior of any door without the prior written consent of the Board.
4. Every owner and/or resident shall perform promptly all repairs, maintenance, and alteration work within his apartment, the omission of which would adversely affect any common element or any other apartment, and shall be responsible for all loss and

damage caused by his failure to do so.

5. All maintenance and repair of doors, sliding glass doors, windows, window fixtures, and all internal installations within each apartment such as water, light, power, sewage, telephone, sanitation, lamps, and all other fixtures and accessories belonging to such apartment, 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.
6. The side of all window coverings placed against the windows or door or openings facing toward the exterior of the building shall be solid neutral white or off white in color to enhance the outward appearance of the building. Window coverings should not be allowed to fly out through open windows.
7. Nothing shall be allowed, done, or kept in any apartment or common element which would overload the electrical transmission facilities servicing any part of the Project, overload or impair the floors, walls, or roofs of any building, or cause any increase in the ordinary premium rates or the cancellation or invalidation of any insurance maintained by or for the Board or the Association with respect thereto, nor shall any noxious or offensive activity or nuisance be made or suffered thereon. If the apartment circuit breakers trip, it is a good indication that there is an overload in electrical use in the apartment and corrective action is appropriate.
8. Building Water Shut Off. Water shut off for plumbing repairs shall be requested through the Resident Manager. Unless an emergency situation arises, routine water shutdowns will be scheduled periodically as needed to allow unit owners to renovate plumbing work within their units. For the date of the shut off, please contact the Resident Manager. It should be understood that there may be a cost to the unit owner requesting water shut down.
9. No alterations or changes of any nature shall be made to the common or limited common elements, nor shall any awnings, shades, screens, Venetian blinds, window guards, antennas, or other objects be attached to or hung from the exterior of the buildings or lanais or protruding through the walls, windows, or roofs, thereof, nor shall anything be displayed or projected from any windows or doorways of the building.
10. Articles of furniture or appliances not usually considered normal lanai furnishings, such as refrigerators, tall shelving, screens, and other unsightly articles are not permitted on lanais. Only outdoor furnishings and potted plants appropriate to lanais may be used thereon.
11. Notwithstanding anything in these rules to the contrary, the Board may grant approval for reasonable alterations or additions necessary for disabled residents to have full use and enjoyment of their apartments and the common areas.

### **REMODELING GUIDELINES:**

- ❖ All remodeling of units must be in compliance to Waikiki Skytower House Rules and By-Laws. **Prior to work commencing, a deposit of \$500 is required.** This fee shall be returned after final inspection by the Resident Manager of the completed work. Any fines for violation of the House Rules or By-Laws by owner/contractors and/or damages to the common elements and/or cleaning will be deducted from the deposit fee. Excess amounts will be added to your maintenance fee account.
- ❖ Contractors must sign in with the Resident Manager before starting any work or a \$250 fine will be imposed. In addition, the contractor's insurance liability coverage limit may be subject to review by the Board.
- ❖ Work hours are Monday through Friday from 8 AM to 4:30 PM. Weekend and holiday work is not allowed.
- ❖ Building dumpsters are not to be used by construction personnel or unit owners for demolition and construction materials.
- ❖ All common areas are to be kept clean during the course of and at the end of each day. Common areas must be kept clear of construction tools and materials. All common area surfaces affected by construction are to be vacuumed and/or wiped clean daily before leaving the building. Utmost care should be used in these common areas. Use of temporary flooring protection between the elevator and the Project door should be used to prevent avoidable wear and construction dust being ground into the carpet.
- ❖ Any and all damages to the building or common areas caused by contractors and/or workers will be repaired by the Association at the cost of the unit owner who hired the company deemed responsible for said damages.
- ❖ Large/lengthy deliveries of furniture, appliances, goods, and/or materials that require use of the elevator must be scheduled prior to the delivery date through the Resident Manager.
- ❖ If plumbing work repairs require that the water be shut off, coordinate with the Resident Manager for the next scheduled periodic water shut off. At that time, please provide the plumber's name, license number, and an on-site contact phone number. Please allow a five-working-day notice to allow your work to be included in the next water shut off. A period of 48 hours is required to post notice to building residents of the coming water shut off.
- ❖ The Resident Manager shall be allowed to inspect any plumbing exposed during the remodeling or removal of any walls where pipes are exposed. This will allow the

Resident Manager to identify and schedule replacement of any questionable common building supply and drain lines, thus reducing the likelihood of another tear out.

**A common shut-off valve for your kitchen has been installed in the kitchen in the common wall of the adjoining apartment. This shut-off valve shuts all water off to your kitchen and the adjoining apartment's kitchen. Always inform the adjoining apartment when you intend to shut off the water.**

- ❖ **WINDOWS** - Unit owners who wish to renovate or replace exterior windows in their units must adhere to the exact window specifications set forth by the Board of Directors. Any proposed renovation or replacement plans must be submitted by the unit owner to the Board of Directors for approval. Any windows installed which fail to adhere to these specifications and/or have not been approved by the Board of Directors may result in fines to the unit owner and mandatory removal of any windows installed after May 12, 2010.

NOTE: Please be advised that any damages that occur from renovation violations will be the responsibility of the unit owner. This includes damages to other units and building common elements. Violations of electrical or plumbing codes can void homeowner liability insurance.

#### **HELPFUL HINTS:**

- When tearing out bathroom walls, insulate between your unit and your neighbor's if it hasn't been done.
- Ask your plumber to replace your shut-off valves with ball-cock valves.
- When replacing air conditioner units, check to see if the manufacturer has a unit that does not require a drip container for draining. General Electric has one.
- Install a back-flow preventer on your kitchen drain line, especially if you are on floors seven and below.
- During a shower/bath remodel, only install a mixing valve with "Integral Stops." This will allow for replacement and maintenance to be done without a building shut off. Also install full isolation ball valves. This will allow your plumber to work independently of the building water supply. **Discuss with the Resident Manager the new requirements for common area plumbing replacement when shower walls are open.**

#### **HAZARDOUS AND UNLAWFUL ACTIVITY**

1. The common elements, except the recreation deck and swimming pool, shall not be used for recreational activities of any kind.
2. Unless the Board gives advance written consent in each and every instance, occupants shall not use any illumination other than electric lights, or use or permit to be brought

into their apartments any flammable oils or fluids such as gasoline, kerosene, naphtha or benzene, or explosives or other articles deemed extra hazardous to life, limb, or property.

3. No activity shall be engaged in, and no substance introduced into or manufactured within the Project, which might result in violation of the law or in the cancellation of the insurance or increase in the insurance rate on the Project.
4. No fireworks of any kind shall be ignited or used anywhere in the Project at any time.

### **EMPLOYEES OF THE ASSOCIATION**

1. No employee shall be asked by an owner, occupant, tenant, or guest to leave the common elements or to perform any tasks. Any maintenance or repair work in the apartment is the responsibility of the owner.
2. Cleaning of individually owned apartments, including interior windows and lanai enclosures, is a responsibility of the respective owners, occupants, tenants, or guests. The Association has the exterior windows, except lanai enclosures, cleaned three times per year. Owners with lanai enclosures can arrange to have exterior windows cleaned for a fee at this time.

### **SWIMMING POOL RULES**

1. Swimming pool hours are 8 AM to 10 PM. The doors to the recreation deck and restrooms will automatically lock from 10 PM to 8 AM.
2. Each apartment is limited to four (4) guests at any one time unless the Resident Manager gives permission for additional guests. The unit owner or resident must accompany their guest(s) at all times in the pool area. All users of the pool do so at their own risk.
3. Owners and residents must ensure that family members and guests who are non-swimmers or weak swimmers are accompanied at all times in the pool area by someone who can ensure their safety. In particular, a child under the age of 14 should be accompanied by a supervising, competent swimmer when using the pool, unless the child is a competent swimmer. A child's parent or guardian shall be responsible for determining if the child is a competent swimmer and shall ensure that the child fully complies with these House Rules.
4. All residents and guests entering the pool area are responsible for understanding and abiding by the additional rules and precautionary statements posted in the pool area and failure on the part of any resident or guest to abide by the above rules may result in eviction from the pool area.
5. Swimming is not allowed in other than proper swimming apparel. Hairpins, bobby pins, and hair rollers can clog the pool and must be removed before swimming.

6. Swim fins, diving equipment, tires, paddles, inflated mats and rafts, large toys, surfboards, and items of a similar nature (except goggles and masks) are not permitted in the pool or enclosed pool area. However, small children may use small tubes, water wings, or similar devices for safety purposes if accompanied in the pool by a person who is a competent swimmer. **Inflated mats may be used, but only when not hindering the use of the pool by others.**
7. No food or alcoholic beverages are allowed in the pool area. Soft drinks must be kept in plastic containers at all times. **No breakable items are allowed in enclosed pool area.**
8. Jumping into the pool, running, pushing, loud or boisterous conduct, loud singing, and amplified sound are not permitted.
9. Standing or walking on pool furniture is not permitted. Pool furniture may not be removed from the enclosed pool area.
10. No one shall interfere in any manner with any pool apparatus or electrical or plumbing devices in the enclosed pool area.
11. Pool users must shower before entering the pool and must thoroughly dry themselves before entering elevators. There are showers in the men's and women's restrooms located in the hallway to the recreation deck.
12. All persons shall comply with the requests of the Resident Manager with respect to improper conduct in and about the pool area.
13. Any person having an infection or communicable disease shall be excluded from the pool. Spitting, spouting of water, blowing the nose, etc. in the swimming pool is strictly prohibited.
14. Special diapers must be used by children not potty trained to prevent leakage into the pool.
15. Pool restrooms are for the use of owners and guests while using the recreation deck. As a courtesy to others, all users are expected to keep the facilities in same clean condition prior to their use. **Anyone with incontinence issues shall wear rubber or plastic protective clothing.**

### **GENERAL RULES AND REGULATIONS**

1. **Registration.** All owners shall provide their names, addresses, home, cell, and work phone numbers to the Resident Manager. All residents must register with the Resident Manager and provide the Resident Manager with their names, home, cell, and work phone numbers, as well as the year, make, and license number of all vehicles owned or



rented by the apartment residents. Owners and residents shall update registration when changes are made. Registration forms are available from the Resident Manager.

2. Each owner and resident shall be responsible for the keys to locked entrances to his apartment. If an emergency arises requiring a forcible entry into the apartment, the owner or resident of the apartment shall be solely liable for all costs and expenses arising in connection with such forcible entry, including all costs of replacement or repair to any part of the apartment or common elements damaged by the forcible entry. Lock boxes are available for purchase from the Resident Manager. Owners can place a unit key in the lock box in the event they are locked out, or in the event of an emergency, the combination can be given to the Resident Manager to eliminate forced entry.
3. Each owner and resident shall assume full responsibility for protecting his apartment, automobile(s), and the contents thereof from theft, robbery, pilferage, vandalism, and other loss.
4. Toilets, sinks, and other water apparatus in the apartments or anywhere on the Project shall not be used for any purpose other than those for which they were designed, nor shall any sweepings, rubbish, rags, sanitary napkins, diapers, cooking grease, cat litter, or other articles be thrown into them. Any damage anywhere resulting from the misuse of any toilets, sinks, or other water apparatus in an apartment shall be repaired and paid for by the owner of such apartment. Any such damage resulting from the misuse of any toilets, sinks, or other water apparatus on the common elements (if any) shall be repaired at the direction of the Board, and the cost of repair shall be paid by the person(s) responsible for such misuse unless the person(s) responsible cannot be identified, in which event the cost of repair shall be borne by all apartment owners as a common expense.
5. Each owner shall observe and perform these Rules and Regulations and ensure that his tenants and such owner's and his tenants' family members and guests also observe and comply with the Declaration, the By-Laws, and these Rules and Regulations. Owners will be responsible for their tenants' and their tenants' family members' and guests' observance of all House Rules. In the event expenses are incurred due to violations of these Rules and Regulations by any such person or persons for whom an owner is responsible, the owner shall pay for such expenses, including reasonable attorneys' fees.
6. Emergencies. If the immediate service of the Honolulu Police Department, the Fire Department, the paramedics, or an ambulance or doctor is required, the desired agency or person should be called directly. Any emergency, such as flooding, fire, and theft, should also be brought to the immediate attention of the Resident Manager.
7. Moving In and Moving Out. The Resident Manager shall not accept delivery of any packages or mail for Waikiki Skytower residents. The moving of furniture, personal effects, and bulky items shall be made between the hours of 8 AM and 4:30 PM, Monday through Friday, and with prior approval by the Resident Manager. Residents

must arrange with the Resident Manager for the use of the elevator at least 24 hours in advance. **Owners/residents are responsible for a deposit fee of \$200 to reserve the elevator. If the elevator or other common elements are damaged, the owner/resident shall be held responsible and shall pay restitution for all damages, cleaning, and other resulting costs, which shall first be deducted from the deposit. Contact the Resident Manager for then-prevailing rates for cleaning and repair services. Failure to reserve the elevator will result in a fine of \$50 and until the deposit fee of \$200 is made, elevator use will be denied.**

8. Enterphone Security System. For the protection and safety of the owners, residents, and guests of Waikiki Skytower, the Board installed a security system and, therefore, the building entrances are locked 24 hours a day. To enhance security and protection for building occupants, residents should:
  - A. NOT ADMIT A PERSON INTO THE BUILDING UNLESS YOU KNOW HIM/HER TO BE A RESIDENT NO MATTER WHAT THE REASON MAY BE. YOU MAY BE ADMITTING A CRIMINAL OR SOLICITOR;
  - B. ADMIT ONLY A POLICE OFFICER OR FIREMAN IN UNIFORM. IF AFTER OFFICE HOURS, SUGGEST A CALL TO THE RESIDENT OR RESIDENT MANAGER BY USING THE ENTERPHONE;
  - C. SUGGEST TO OTHERS THAT THE PRIMARY USE OF THE ENTERPHONE IS TO CALL THE APARTMENT OR RESIDENT BEING VISITED. IF THE APARTMENT NUMBER IS UNKNOWN, SUGGEST A CALL FROM AN OUTSIDE TELEPHONE;
  - D. NEVER GIVE A RESIDENT'S NAME OR APARTMENT NUMBER TO A STRANGER; AND
  - E. REPORT ANY TRESPASSER OR SOLICITOR IMMEDIATELY TO THE RESIDENT MANAGER.
9. Fob Key. Fob keys are control-issued and apartment-unit specific. Owners are provided four (4) fob keys. In order to maintain the integrity of the security system, additional fob keys may be issued for a fee for special circumstances deemed appropriate by the Resident Manager, Managing Agent, or the Board of Directors. Owners or their agents should establish procedures to ensure fob keys are returned by departing tenants and guests. A replacement fee of \$25 will be charged to the owner or his agent for lost or misplaced fob keys. Any fob keys that are lost should be reported the Resident Manager so it may be deactivated. If requests are repetitive, the Board of Directors may impose higher fees. Please note: the fob keys are specially coded for programming and identification purposes. It shall be the owner's responsibility to keep track of fob keys given to their tenants.
10. The Resident Manager is not a door-person and not allowed to provide access to guests or vendors for Waikiki Skytower residents. Residents should make arrangement to meet their own guests or vendors at the front entrance of the building.

11. Vacation Notification. Residents are encouraged, for security reasons, to advise the Resident Manager of absences from the apartment for more than three days and to provide appropriate names, addresses, and telephone numbers of persons to be contacted in case of an emergency. The information will be kept confidential and used only for emergency purposes.
12. Bicycles and Other Large Items Transported in Elevators and Common Areas. When transporting large items in the elevator or through the common area, unit owners and guests must use extreme care as not to damage the interior finish of the elevator cab or common area walls. The cost to repair damaged areas will be the responsibility of the unit owner. (Please see Vehicle and Parking Areas Section, paragraph 10, for additional information.)
13. Pursuant to Hawaii Revised Statutes and for the Association's compliance with Act 326, Session Laws of Hawaii 2012, any apartment owner renting or who has rented since January 1, 2013, their apartment for a rental term of less than one hundred and eighty (180) days, must report to the Association Managing Agent: 1) their current mailing address and telephone number; 2) the name, mailing address, and telephone number of their rental agent if someone other than the owner is acting as the rental operator; 3) their transient accommodations tax license number; 4) website address of all websites on which they advertised the apartment for rent; and 5) name/address/telephone number of a local contact residing on the island if the apartment owner does not reside on the island, by April 1 on an annual basis. The apartment owner must report any changes in such information to the Association Managing Agent within sixty (60) days of the change.

### **INSURANCE DEDUCTIBLE POLICY**

1. In the event a claim is made under the Association's insurance policy(s) for damage to a unit or the common elements caused solely by a defect in a common element, the Association will not be responsible for paying the deductible amount as a common expense unless the Association is deemed to be negligent. In the event the value of such a claim is less than the deductible amount, the unit owners affected by the loss shall be responsible for paying the claim as a personal expense.

Example: A unit sustains water damage from a burst common element pipe in the walls.

Notwithstanding the above, in the event the Association's insurance policy(s) do(es) not cover improvements and betterments to the units installed by unit owners, the Association shall not be responsible for paying the deductible amount (or the value of a claim if it is less than the deductible amount) in the event a claim is made for damage to unit improvements and betterments. For purposes of this paragraph, "improvements and betterments" as defined in Section 514B-143(b) means "all decorating fixtures and furnishings installed or added to and located within the boundaries of the unit, including

electrical fixtures, appliances, air conditioning and heating equipment, water heaters, or built-in cabinets installed by unit owners.”

If improvements and betterments are covered by the Association’s insurance policy(s), the Association shall not pay the deductible amount (or the value of a claim if it is less than the deductible amount) in the event a claim is made for damage to unit improvements and betterments. Any increased cost may be assessed by the Association against the units affected.

2. In the event a claim is made by a unit owner under the Association’s insurance policy(s) for damage to the owner’s unit, other units, or the common elements, which damage is caused by the unit owner or other occupants or guests of the owner’s unit, or from whose unit the damage or cause of loss originated, the said unit owner shall be responsible for paying the deductible amount. In the event the value of such a claim is less than the deductible amount, the said unit owner shall be responsible for paying the claim as a personal expense. Alternatively, said unit owner should check his/her individual homeowner’s policy for coverage for the claim, if any.

Examples: A unit’s toilet leaks or washing machine hose bursts causing water damage to lower units or to the common elements. A unit owner or occupant negligently or deliberately allows the bathroom to overflow causing water damage to lower units or to the common elements.

3. In the event the Board of Directors intends on assessing the deductible amount to a unit owner who caused the damage or from whose unit the damage or cause of loss originated (#2 above), written notice shall be given to the unit owner and an opportunity to be heard. Hearings shall usually be held at the next scheduled Board meeting following the written notice.
4. Depending upon the circumstances, the Board reserves the right to require the unit owners of the units affected to pay the deductible amount. In that event, the notice and hearing requirements set forth in #3 above shall apply.
5. The deductible will also be deducted from all insurance claims which a unit owner is party to whether or not the unit owner is “at fault.”

Example: A common area plumbing malfunction that caused damage to a unit or multiple units is a claim where the unit owner is not “at fault.” This deductible will be shared among all unit owners involved in a loss proportional to their claim in the loss. For example, if the total claim is \$100,000 and unit A’s loss amounts to \$90,000 and unit B’s loss amounts to \$10,000, Unit A will absorb 90% of the \$3,000 deductible and be paid only \$87,000 (90% of the \$3,000 deductible or \$2,700). Unit B will absorb 10% of the \$3,000 deductible and be paid only \$9,700 (10% of the \$3,000 deductible of \$300).

6. All unit owners are encouraged to review their individual homeowner's insurance policies (HO-6) to insure that their policies include loss assessment coverage with sufficient limits of coverage to cover the deductible amount.

### **VIOLATIONS OF THE RULES**

1. All corrective actions regarding violations of the House Rules and damages to the common elements will be enforced by the Board and/or the Resident Manager and should be reported promptly to the Resident Manager.
2. Any damage to the common elements shall be surveyed by the Board, Resident Manager, or other authorized personnel 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, any Owner for damages caused directly by his or her renters or such Owner's (or his or her renters') family members, domestic servants, or guests.
3. The violation of any these House Rules shall give the Board, Resident Manager, or its agents the right to apply the following fining schedule.

Fining Schedule: A verbal warning may be issued at any time. Violations of the House Rules will be enforced as follows:

**FIRST VIOLATION:** A written citation containing a reasonable deadline to correct the violation, if applicable. If the resident receiving the citation is not an owner, a copy of the citation will be forwarded to the owner.

**SECOND VIOLATION:** A written citation and fine of \$100 will be assessed if the violation is not corrected in the timeframe noted on first notice.

**THIRD VIOLATION:** A written citation and fine of \$250 will be assessed if the noted violation is not corrected in the timeframe noted on the second notice. If the violation noted is not corrected in the timeframe noted in the third notice, a fine of \$250 may be assessed for each day in which the violation remains uncorrected.

Serious violations (for example, those which pose an immediate threat to safety of people or property) shall be the basis for immediate corrective action with the option of a fine and/or removal of any applicable privileges. In order to appeal a fine to the Board of Directors, the fine must be paid first.

- ❖ Enter Units. The Association Board or its authorized agent may enter the unit and/or limited common elements in which, or as to which, such violation or breach exists and to summarily abate and remove, at the expense of the defaulting Owner (whether or not caused by the Owner or 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 the provisions hereof, and the Board or the

authorized agents shall not thereby be deemed guilty in any manner of trespass; and/or

- ❖ **Institute Legal Proceedings.** The Association may institute legal proceedings to enjoin, abate, or remedy the continuance of any such violation, and all costs thereof, including attorneys' 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).

### **LATE FEE POLICY**

1. The Board, through its Managing Agent, shall impose a late charge of FIFTY DOLLARS (\$50.00) for any balance on the account on the 20<sup>th</sup> day of the month.

### **APPLICATION OF PAYMENTS**

All payments received from owners will be applied in the following priority, if applicable:

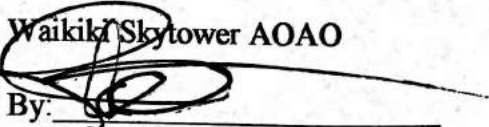
1. Legal fees and costs
2. Late fees
3. Special assessments
4. Fines (including NSF charges)
5. Interest
6. Lease rent
7. Any other outstanding fees or fines
8. Maintenance fees

### **EFFECT OF APPLICATION OF PAYMENTS**

1. Failure to pay late fees, legal fees, fines, and interest may result in the deduction of such late fees, legal fees, fines, and interest from future common expense payments, so long as a delinquency continues to exist.
2. Late fees may be imposed against any future common expense payment that is less than the full amount owed due to the deduction of unpaid late fees, legal fees, fines, and interest from the payment.

The Board of Directors hereby adopts the foregoing House Rules of WAIKIKI SKYTOWER AOA on the April 2, 2019.

Waikiki Skytower AOA

By:   
Robert Katzman Its President