

# HONOLULU PARK PLACE



## HOUSE RULES

REVISED APRIL 13, 2016

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HONOLULU PARK PLACE CLUB RULES, REGULATIONS AND INFORMATION  
HONOLULU PARK PLACE ANTENNA INSTALLATION POLICY

## **SECTION 1 – INTRODUCTION**

These House Rules are intended to make your daily living at Honolulu Park Place (the “Project”) meaningful and enjoyable. Condominium living requires each resident to have appropriate respect for the needs and rights of others living in the complex. These House Rules are designed to protect all apartment owners and other occupants, including tenants and guests, from annoyance and nuisance caused by improper use of the Project and also to protect the reputation and desirability of the Project and the enjoyment, comfort and security of all residents. The Board of Directors of the Association of Apartment Owners (the “Board”) is responsible for enforcing these House Rules but such responsibility may be delegated to the Managing Agent, General (or Resident) Manager or to the Board of Governors of the Honolulu Park Place Club (the “Governors”) as may be permitted by the By-Laws of the Association of Apartment Owners of Honolulu Park Place (“By-Laws”). All apartment owners and other occupants, tenants and their guests are bound by these House Rules. These House Rules supplement but do not change the obligations of the apartment owners and all occupants, tenants and their guests as set forth in the Declaration of Condominium Property Regime of Honolulu Park Place (“Declaration”) and the By-Laws. In the event of any inconsistency between these House Rules and the Declaration or the By-Laws (and amendments thereto), the Declaration and By-Laws will prevail. The Board shall make such other rules and regulations from time to time or amend these House Rules, as it deems necessary or desirable.

## **SECTION 2 – GENERAL**

1. Each apartment owner or tenant shall conform to these House Rules. Apartment owners or tenants will also be responsible for their guests’ observance of all House Rules as set forth therein. In the event expenses are incurred due to violations of the House Rules by tenants or guests, the owner shall be responsible for the payment of same.

2. The violation of any House Rules adopted by the Association through its Board of Directors shall give the Board of Directors or its Agents the right to:

a. Enter the apartment in which, or as to which, such violation or breach exists and summarily abate and remove, at the expense of the defaulting apartment owner, any structure, thing or condition that may exist therein contrary to the intent and meaning of the provisions hereof; and the Board of Directors or its Agent shall not thereby be deemed guilty in and/or liable for any manner or trespass; or

b. To enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of such breach, and all costs thereof, including attorneys' fees, shall be borne by the defaulting apartment owner.

c. To levy a fine against the responsible owner.

3. These House Rules may from time to time, in accordance with the Association's Declaration and By-Laws, be amended or altered by the Board of Director's of the Association of Apartment Owners of Honolulu Park Place.

4. The Managing Agent and/or the General (or Resident) Manager is empowered to issue citations for violations of the House Rules. Enforcement actions for penalties for any violation will be taken by the Board of Directors in accordance with the Declaration, By-Laws, and/or as permitted by law.

5. Appeals shall be made in writing to the Board of Directors in accordance with the Fine Schedule Policies and Procedures attached to these House Rules.

6. Complaints and suggestions shall be made in writing directly to the Board of Directors, through the Managing Agent or in person at a Board Meeting.

7. Any consent or approval given under these House Rules may be added to, amended, or repealed at any time by resolution of the Board of Directors.

### **SECTION 3 - OCCUPANCY**

1. Use of Apartments: All apartments shall be used for residential purposes only. No apartments shall be used for transient or hotel purposes, or in connection with the carrying on of any business. Time-sharing and/or fractional ownership of condominium units is prohibited.

2. Children: An owner, resident or guest of any apartment shall be responsible for any violation of these House Rules by their minor children. The utilization of Club facilities by minor children is governed by the Honolulu Park Place Club Rules.

## **SECTION 4 – TEMPORARY OCCUPANCY**

1. Use by Owners, Tenants and Guests: Subject to the terms of each apartment owner's conveyance documents, the Declaration and the By-Laws of the Association, an apartment owner may lease or rent his or her apartment or make available to guests, but the person or persons leasing, renting or living in the apartment must abide by the Declaration, the By-Laws, and these House Rules.

2. Conduct of Tenants, Guests and Other Persons: An apartment owner shall be responsible for the conduct of his or her tenants and guests. An apartment owner shall immediately, upon request of the Board or Managing Agent abate and remove, at the apartment owner's expense any person or persons, structure, thing or condition contrary to the intent and meaning of the provisions hereof. If an apartment owner is unable to comply with the Declaration, By-Laws or these House Rules, the apartment owner shall, upon request of the Board or Managing Agent, immediately remove such person or persons from the premises, without any compensation due from the Association for lost rentals or profits or any other damage resulting there from and may be subject to the applicable fine for any such violation.

3. Appointment of Local Agent: Apartment owners shall be responsible for designating a local Agent to represent their interests if their permanent residence is outside of the State of Hawaii or if they will be absent from the apartment for more than thirty (30) days. Such owners shall advise the General (or Resident) Manager in writing of their out-of-town addresses and telephone numbers and the addresses and telephone numbers of their local Agent. Any violation, warning notices, citations and/or fines for violation of these House Rules will be assessed and accumulated from the first day of the warning notice and/or citation even if the Apartment owners or their local Agent cannot be reached through the written contact information on file. It is the responsibility of the Apartment owners to ensure the Association has the current contact information for both the owners and their local Agent.

## **SECTION 5 – PETS AND ASSISTANCE ANIMALS**

1. All pets must be registered with the General (or Resident) Manager immediately upon being kept in the apartment. It is requested that disabled residents with service animals register their service animal with the General (or Resident) Manager. Nothing herein shall hinder or restrict full access to the apartment and the common elements by residents and/or guests with physical disabilities who utilize service animals.

2. Pets which are not household pets, including but not limited to livestock, poultry or any animal (other than cats, dogs, birds, provided they are kept within the apartment and not on the lanai, or fish in aquarium) shall not be allowed or kept in any part of the Project. One (1) dog or two (2) cats (spayed, if female) not to exceed a total aggregate weight of twenty five (25) pounds in adult weight per unit for owners or tenants will be allowed. Weight restrictions set forth in this paragraph do not apply to service animals utilized by physically disabled residents and guests. Visiting pets are not allowed on the premises at any time. An animal, which is in an apartment for more than a total of twelve hours, must comply with all requirements of this section.

3. Responsibility of Pet Owners: Pet owners shall be responsible for their pets at all times while at the Project. All pets must be carried and on a leash while in the common areas, including elevators, garage and lobby. Pets are not permitted in any facilities of the Honolulu Park Place Club; however, this restriction does not apply to service animals utilized by physically disabled residents and guests. Pets are not allowed to roam the common areas at will at any time. Pet owners are responsible for the immediate clean up after their pets in the event of any accident. Pet owners are responsible for undue noise made by their pets. If the pet causes any nuisance or any unreasonable disturbance to any other occupant of the Project, it shall be permanently and promptly removed upon notice given by the General (or Resident) Manager or the Managing Agent.

4. Injury and/or Damage Caused by Pets: Apartment owners are responsible and liable for any injury caused by a pet and any damage to the building, grounds, flooring, walls, trim, finish, tile, carpeting, stairs or other portion of the Project, whether the pet belongs to the owner, tenant, or guest. In addition, any damage caused by cleaning chemicals or other such materials used in an attempt to remedy the said damage is also the full responsibility of the apartment owner, who shall be responsible for payment of the full costs of restitution or removal and/or replacement of items damaged by the pet.

5. Assistance Animals: Tenants, guests and/or apartment owners who are disabled or handicapped as defined by applicable Federal and/or State law, shall be permitted to keep an assistance animal (as also referred to elsewhere in these Rules as, "service animal") in their apartment and be accompanied by the assistance animal while on the common elements of the Project. As permitted, under Federal and/or State law, in the event a handicap or disability is not obvious or readily apparent, the Board may require written certification of a disability and/or handicap by a healthcare provider as a condition of granting a reasonable accommodation for use of an assistance animal at the Project. If any assistance animal causes a nuisance or unreasonable disturbance, the owner thereof will be given reasonable opportunity to rectify the problem by

measures which fall short of the ejection of the animal from the project. Ejection of such animal will be required only if the Board reasonably determines that less drastic alternatives have been unsuccessful. If such animal is ejected, it will nonetheless be allowed to remain at the project for a reasonable 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 interfere with other residents' right to quiet enjoyment of their apartment and common elements and/or is a threat to the safety of other residents.

## **SECTION 6 – PARKING AND USE OF COMMON AND LIMITED COMMON AREAS**

1. Use of Roadways and Recreation Areas: The roadways and recreation areas for the Project are administered by the Association and are for the use of the apartment owners, their tenants and guests. The walkways, passages, and roadways shall not be obstructed or used for any purposes other than ingress and egress.

2. Parking and Automobiles: Only vehicles displaying Honolulu Park Place decals are authorized to park in specific assigned stalls. Any exception to this rule requires the prior written authorization and approval by the Board of Directors. Honolulu Park Place decals shall be permanently affixed and displayed on either corner of the vehicle bumper facing outward from the parking stall. When vacating the building, Honolulu Park Place decals are to be removed and returned to the front desk. All vehicles must have a current license plate, registration, safety inspection, insurance and must be in an operable condition.

3. Parking in Undesignated Areas is Prohibited: Assigned parking stalls may be used to park any type of trailer or sea craft provided such trailer or sea craft does not protrude from beyond the end of the painted parking stall line. Except for bicycles, no children's wheeled toys or vehicles shall be permitted in the garage structure at any time. All other vehicles, including bicycles, mopeds, and motorcycles, when not being used, must be kept in the area designated for such purposes. No boxes, equipment or any other items shall be stored in any owner's parking stall outside the designated storage lockers. All parked vehicles shall be centered in parking spaces to prevent crowding of adjacent spaces and/or blocking of passages. No vehicle shall be parked in such a manner as to impede or prevent ready access to any entrance or exit from the building by another vehicle.

4. Lower Level Parking: For safety and security reasons, only apartment owners (and their tenants) with assigned parking stalls located in Lower Level Parking will be provided with fob access to the Lower Level Parking Elevator Lobby.

5. Parking of Oversized Vehicles: Oversized vehicles which cannot traverse the parking garage without making contact with the ceiling, or protrusions there from, and/or which cannot fit completely in a parking stall wholly within the painted lines are prohibited.

6. Violations: Violators of any parking regulation promulgated by the Board risk having their vehicles towed away at their own expense. If the violator is a tenant, invitee, employee or guest of any owner, the owner shall be liable for the violation and assessed any incurred towing charge. Violators shall also be subject to warning notices, citations and/or fines according to the Fine Schedule and Procedures attached to these House Rules.

7. Guest Parking: All residents are allowed up to three (3) stalls for guest parking during the hours of 6:00 a.m. to 2:00 a.m. with a six (6) hour maximum time allowed in guest parking per guest and/or vehicle per day. All guests parked in guest parking must be visiting the resident or in the resident's presence when off property. All residents reserving the Long House are allowed up to six (6) guest parking stalls per function. Residents may reserve one guest parking stall per apartment for overnight use. There are a maximum of ten (10) overnight parking stalls available in the guest parking area on a first come, first served basis for hours of 2:00 a.m. to 8:00 a.m. Overnight passes are valid for not more than three (3) days and nights per guest, vehicle, or apartment per seven-day period.

8. Bicycles, etc: All bicycles must have a current City & County of Honolulu registration to be kept in the building and must be registered with management. No vehicles, including bicycles, may be ridden on walkways, planted areas, or in the park area. Unlicensed motorized vehicles, skateboards, roller-skates and roller-blades may not be ridden anywhere within the Project. Bicycles shall not be taken into the elevators, lobbies, stairways, apartments, hallways or lanais of the Project. No wheeled vehicles (other than wheelchairs or wheeled mobility devices used by physically disabled persons), including but not limited to, tricycles and children's toys, may be taken into the facilities of the Honolulu Park Place Club.

9. Washing and Repairing Cars, etc: The washing of cars will be permitted only in the designated car washing areas located in the Mauka, Ewa corner of Lobby Level B in the parking garage. No car repairs or adjustments may be made at any time in the



common elements of the Project, excepting only minor repairs or adjustments of the type not requiring specialized mechanical knowledge, specialized tools, and/or draining of fluids, which shall be made only in assigned parking stalls.

10. Responsibility for Damage to Personal Property: Damage to cars and other personal property shall be the responsibility of the person causing the damage, and not the responsibility of the Association of Apartment Owners, its Board of Directors, and employees, Agents or the Managing Agent.

11. Damage to Parking Stalls: The assignee of the stall is responsible for its general upkeep and maintenance. Damage to assigned parking stalls including damage caused by oil spills or fluid leaks, shall be the sole responsibility of the owner of such stall. The owner shall be required to clean and/or repair the damage immediately, and to maintain the assigned parking stall in a neat and clean condition. If the stall owner fails to correct the problem within three (3) days after receiving written notice from the Board, Property Manager, or the General (or Resident) Manager, the Association is authorized to correct the problem at the owner's expense and assess the unit owner all costs incurred in connection with same, in addition to assessment of the applicable fine for such violation. Drip pans, cardboard, carpet pieces or any similar items may not be used in any stall.

12. Rental of Parking Stalls: Parking stalls may only be rented to residents of Honolulu Park Place. Automobiles in rented spaces must be registered with the General (or Resident) Manager.

13. Headlights: All persons must drive in the garage with their headlights on.

14. Speeding: Any driver who is driving over the speed limit of five (5) miles per hour may be cited and/or fined.

15. Driving with Care in the Garage: Drivers are expected to comply with the five (5) miles per hour speed limit and to observe traffic courtesy for the safety of all. Drivers must drive with care and attention in the garage. Special attention should be given to pedestrians using the walkways and to other vehicles passing by staying only on the proper side of the driveway, and refrain from distracting activities, i.e., using cell phones, reading, etc. Vehicles may only be operated in the indicated forward direction of travel on all parking garage ramps. Backing onto, up, down, or operating any vehicle in a reverse direction of travel while on any parking garage ramp is strictly prohibited.

16. Open Recreation Areas: Open private park areas not a part of the facilities of the Honolulu Park Place Club are for the use of the owners, tenants and their guests during posted hours.
17. Alcoholic Beverages: Except as to those times and places determined by the Board, the consumption of alcoholic beverages is prohibited in the common elements of the Project.
18. Camping: No camping or use of tents on the common elements of the Project is allowed.
19. Fireworks: Use of fireworks of any kind anywhere in the Project is strictly prohibited at all times.
20. Barbecuing: The only outdoor cooking shall be allowed on designated gas barbecue units on Koi Deck facilities. Open fires, including charcoal briquette fires, are not permitted in the Project.
21. Stairwells: For security reasons, all stairwells are locked unless the fire alarm system is activated. If you are locked in the stairwell, there is an intercom button at the bottom of each stairwell that connects directly to the Security Desk.

## **SECTION 7 – NOISE AND NUISANCES**

1. Noise and Nuisances Prohibited: No noise and nuisances shall be allowed in the Project nor shall any use or practice be allowed which is improper or offensive to other apartment owners or occupants, or which unreasonably interferes with or is an unreasonable annoyance to the peaceful possession or proper use of the Project by other apartment owners or occupants. Any violation of House Rules related to noise and nuisances may result in a citation and/or fine.

2. Specific Rules:

a. Excessive Noise and Objectionable Odors Prohibited: All noise from whatever source shall be controlled so as not to disturb or annoy other residents. All residents and their guests shall maintain quiet between the hours of 10:00 p.m. to 8:00 a.m. Residents and other occupants of the apartments shall avoid excessive noise of any kind at any time and shall not cause or permit any disturbing noise or objectionable odors to emanate from their apartments. Residents are reminded to be attentive to

noise from their apartments that can affect others. This includes but is not limited to loud talking on the lanais, loud music, sound from the television, knocking on walls or floors, etc.

b. Smoking: Smoking is prohibited in all areas of Honolulu Park Place premises except within apartments.

c. Hours for Workmen: Owners' and occupants' workmen are not allowed in the Project before 8:00 a.m. or after 6:00 p.m., Monday through Saturday, or any time on Sundays or holidays, except in an emergency.

d. Hours for Reduced Volume for Radios, TVs and Stereos: Radios, televisions, stereos, and other audio equipment or device must be played at reduced volume after 10:00 p.m. and before 8:00 a.m.

e. Departure of Guests, Minimizing Noise: Guests of any apartment are required to minimize noise when leaving the Project at night.

f. Reporting of Excessive Noise: Excessive noise at any time should be reported to Security or to the General (or Resident) Manager.

g. Soliciting Prohibited: No soliciting, of any kind, including commercial or religious, is allowed in the Project. Report all solicitations to the General (or Resident) Manager.

h. Any owner, tenant or guest who is disorderly or creates unreasonable disturbance and continues after a verbal warning will be subject to a fine as indicated in the Fine Schedule and Procedures. Such conduct may also be reported to the authorities when warranted. Disorderly conduct or unreasonable disturbance includes but is not limited to the following:

i. Fighting, threatening and or displaying a violent belligerent behavior.

ii. Creating an unreasonable amount of noise, which includes yelling and the use of loud voice tones.

iii. Subjecting another person to offensive coarse behavior, remarks or abusive language which will likely provoke a violent response.

- iv. Creating a hazardous, hostile or physically offensive condition.

## **SECTION 8 – SAFETY AND SECURITY CONSIDERATIONS**

1. No Objects to be Placed or Left in Common Areas or Thrown from Lanais: Apartment owners, tenants, and guests shall not place or maintain in or upon the common area of the Project any furniture, children's vehicles or objects of any kind. No objects are allowed to be thrown from lanais. Shaking dust cloths, rugs, or other articles out of windows or lanais is also prohibited.

2. Supervision of Children: In accordance with the Federal Fair Housing Act, Honolulu Park Place does not restrict occupancy based on family status. However, parents should act responsibly and supervise their children at all times while they are present on the common elements. The Association does not provide child care services to residents and assumes no liability for injuries sustained by children while anywhere on the common elements of the Project. The use of the Project's recreational facilities by children is controlled by the Honolulu Park Place Club Rules.

3. Visitor Registration: All visitors must register with Security upon entering the Project. All visitors must be met in the Lobby by a registered owner or registered tenant unless the owner or tenant pre-registers the visitor with Security in advance of their arrival. If an owner or registered tenant does not comply with this rule, Security will deny the visitor access to the Project.

4. Flammable or Dangerous Liquids: Inflammable fluids such as gasoline, kerosene or explosive materials or articles deemed hazardous to life, limb or property may not be stored anywhere in the Project including the storage lockers or brought into the building.

5. Overloading of Floors, Activities Which Would Invalidate Insurance: Nothing shall be allowed, done or kept in any apartment or on the common elements which would overload or impair the floors, walls or roofs or cause any increase in the ordinary premium rates or the cancellation or invalidation of any insurance maintained by or for the Association.

6. Water Beds Prohibited: No waterbeds shall be permitted in any apartment of the Project.

7. Rules of Governmental Authority: Each apartment owner, tenant, or guest shall at all times observe and maintain all laws, ordinances, rules and regulations now and hereafter made by any governmental authority or the Association applicable to the use of the Project.

8. Right of Entry in Favor of Association: Every apartment owner, tenant, or guest hereby grants right of entry to the Managing Agent, General (or Resident) Manager and other persons authorized by the Board, in the event of an emergency originating in or threatening such apartment, whether or not such owner or occupant is present at the time. Unit keys must be furnished to the General (or Resident) Manager if requested by either the Board or the Managing Agent.

9. Use of Corridors and Walkways: Apartment owners, tenants, and guests are not allowed to use common areas such as corridors or walkways for seating and storage. Corridors and walkways are required to be unobstructed at all times.

10. Fire Alarm: The fire alarm system is tested at 11:45 a.m. on the first business day of every month. Security personnel will announce over the public announcement system (PA system) that "This is a test." Please review the Fire Evacuation Plan with all members of your unit in case of an emergency evacuation.

11. Keys: All door locks shall be keyed to the master key or a copy of the unit's key shall be made available to the General (or Resident) Manager. In case of an emergency, security personnel, police or fire department will break down the door, at the owner and/or tenants' expense if a unit key has not been provided. Owners and/or tenants, who are off island, are required to complete the Resident Vacation Form and leave apartment and vehicle keys with an authorized person. If you are locked out of your unit and need entry, an in-house lockout service is available. During business hours (8:00 a.m. – 5:00 p.m., Monday through Friday), the lockout fee is \$25.00 and payable to Honolulu Park Place; after business hours (5:00 p.m. – 10:00 p.m. weekdays, Saturday and Sunday, before 10:00 p.m., the fee is \$40.00 and payable to the General (or Resident) Manager. Any time after 10:00 p.m. and before the office opens at 8:00 a.m., the lockout fee is \$100.00 and payable to the General (or Resident) Manager. Otherwise, the services of a bonded locksmith are recommended.

12. FOB: The FOB assigned to each unit shall not be used by anyone other than the unit's owner and/or tenant. A fee as established by the Board of Directors shall be assessed for replacement FOBs.

13. Feeding of Birds from the Lanais: There shall be no feeding of common birds from the lanais. These birds may pose a health hazard.

## **SECTION 9 – AESTHETIC CONSIDERATIONS**

1. Cleanliness, Attractive Appearance of Apartments and Lanais: All owners and tenants are responsible for the cleanliness and maintenance of their apartments and lanai areas. Said areas shall be maintained in a neat, attractive and sanitary condition. No objects, other than appropriate lanai furniture and potted plants, shall be permitted on lanais. The storage of surfboards, bicycles, packing crates, furniture (other than appropriate lanai furniture) and similar objects is strictly prohibited.

2. Window Cleaning: All owners shall be responsible at such owner's expense for cleaning all windows, which are accessible from the inside of the apartment or the lanai. All other windows shall be cleaned by the Association as a common expense.

3. No Objects to be Hung from Windows or Railings: Nothing, including clothing, bedding or carpeting, shall be hung on or from windows or lanais for any purpose, nor shall clothing or laundry be hung in walkways or windows in such a manner as to be visible from roadways, walkways, and common areas.

4. Trash Disposal: Only appropriate food waste shall be disposed of through the garbage disposal to avoid clogs and plumbing damage. All other household trash shall be secured in plastic trash bags (except for dry paper, which need not be bagged) and placed in a trash chute or other designated receptacle. Items that are large or heavy, such as books, cardboard boxes, bed frames, etc., shall not be thrown into the trash chute which may damage and/or clog the trash chute. Large items are to be disposed of in the main trash room on the 1<sup>st</sup> floor by the loading area. Do not use the trash chute during quiet hours. Do not throw trash from the apartment lanais. Do not leave trash that does not fit into the trash chute in the trash room on each floor. Refuse garbage or trash of any kind shall not be placed or thrown in any common area of the Project.

5. Recycling: City ordinance requires our participation in recycling. Recycle bins for plastic, paper, bottles, cardboard, cans, etc., are located on each level of the parking garage for your convenience. All recycling items should be clean to prevent pests, and must be placed in the recycling bins provided. Do not place recycling items on the floor or in undesignated recycling bins, if a recycling bin is momentarily unavailable on your

floor; go to the next available recycling bin on another floor. A cardboard recycling receptacle is available on the 1<sup>st</sup> floor of the loading area.

6. Bulk Trash Pick-Up: The City and County of Honolulu Bulk Trash Pick-Up day for this area is the second Monday of each month, and is subject to change. Owners and tenants shall place unwanted articles for pick-up at the designated bulk pick-up area which is at the curb to the left of the loading area starting at 6:00 p.m. on the second Sunday of the month. Any change in pick-up days will be posted at the Project.

7. No Household Objects to be Placed Outside Apartments: Without limiting the generality of the paragraph above, no garbage cans or household or commercial supplies shall be placed outside any apartment or on any lanai in view of any other apartment owner, except as the Board shall prescribe in writing.

8. No Objects to be Placed in the Common Areas: No items of personal property including shoes or slippers at corridor unit entries, baby carriages, bicycles, surfboards, packages, boxes or crates shall be left or allowed to stand on any of the common elements of the Project, except as may be specifically permitted by the Declaration, the By-Laws or these House Rules. Articles of any kind left in any common area may be removed, without notice, at the owner's risk and expense. Without limiting the generality of the foregoing, no parking stall or any part thereof may be used to store or keep any of the above-described personal property.

9. Sewer Lines: Owners and tenants will not flush sanitary napkins, tampons, paper towels, dental floss, grease or any other materials down drains or toilets, which may obstruct sewer lines. In the event of an obstruction, the cost of clearing the line will be charged to the owner from where the debris originated.

10. Curtains and Drapes: Window coverings must be designed for use as a window covering and must be in white or off-white, as visible from the exterior of the building.

## **SECTION 10 – BUILDING REPAIRS, MAINTENANCE AND MODIFICATIONS**

1. Repairs and Maintenance:

a. Apartment Owner's Duty to Repair and Maintain: Every apartment owner shall promptly perform all necessary repairs and maintenance work within his or her 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 or her failure to do so.

b. Repairs Inside of Apartments to be Owner's Expense: The repairs within each apartment, including all plumbing and electrical equipment, wiring and pipes, telephones, doors, lamps, and other fixtures and accessories belonging to or serving only such apartment, including the ceilings, walls and floor coverings of such apartment, shall be solely at the apartment owner's expense. Damage to any other apartment(s) or the common areas caused during the performing of such repairs shall also be the responsibility of the owner of the unit on which such repairs originated.

c. Repairs Affecting Common Elements: Any repairs or maintenance, which may affect the common elements, shall be performed by a licensed contractor and require the prior written approval of the Board of Directors or General (or Resident) Manager.

d. Signs: Except as permitted by the Board of Directors, owners or tenants shall not place any signs in or outside of the building or in or anywhere upon the common elements.

e. No Attachment of Objects to the Exterior Without Prior Board Approval: No owner or tenant, except with the prior written consent of the Board, shall permit the attachment, hanging, projection or protrusion of any object, including garments, wiring or other device for electrical or telephone installations, or other equipment or appurtenances on the exterior of the building or protruding through the walls, windows or roof thereof. (Note: See Antenna Installation Policy attached hereto with respect to installation of satellite television dish antennas.)

f. No Roof Access: No person whatsoever (other than authorized tradesmen, technicians and Association employees) shall be allowed on the roof of the Project for any purpose.

g. Air Conditioning Units: The Association shall be responsible for maintaining and changing the filters and cleaning the chilled water coils in the central air conditioning air handler unit in an owner's apartment. The Association shall inspect, from time to time, upon reasonable notice to the resident, air handlers, coils, filters and other components of the air conditioning system located within an apartment and clean and repair the same at the Association's expense. Owners and residents must grant access to their units for such repair and maintenance. Residents are not allowed to



leave their front door open as a means to cool their units. Violation will result in issuance of a citation and/or fine.

h. Pest Control: Owners are responsible for controlling pests in their apartments. Should any unit become infested with pests, the owner shall be required to rectify the condition in a timely manner at the owner's own expense. Should the owner fail to rectify the condition within a reasonable time following receipt of written notice, the Association may retain a licensed professional to enter the unit to perform necessary pest control treatment, and assess all costs incurred in connection with same against the violating unit owner.

## 2. Modifications, Alterations and Additions:

a. Consent to Renovate (modify, alter or add to) Units: No modifications, alterations and/or additions to any unit shall be made without prior written request to the Board of Directors and receipt of written approval thereof. Any damage to common areas or other units, resulting from construction within any unit, shall be the sole responsibility of the owner performing the construction. Notwithstanding any of the foregoing, physically disabled occupants shall be permitted to make reasonable modifications to their apartments at their expense as are necessary to enable them to use and enjoy their apartments. To the extent such modifications encroach on the common elements, advance written consent of the Board of Directors shall be required, and must be performed by a licensed contractor as a condition of any approval. The Board of Directors shall not unreasonably withhold consent for accommodations requested by physically disabled residents.

b. Plans and Specifications: To the extent any modification is of a type which requires approval by the Board of Directors, presentation of plans and specifications prepared by a registered architect or engineer for the alteration of an apartment may be required as a condition of any approval.

c. Enclosure of Lanais Prohibited: Except as specifically set forth in the Declaration, only Type PHC and PHCR apartments may have enclosed lanais. No other apartments may have enclosed lanais.

d. Removal of Unauthorized Work: The Board of Directors may inspect any work and may order removal of any work at the owner's expense which has not been approved or which may adversely affect the common elements or the uniform exterior appearance of the Project.

e. Unit Modification, Alteration and Addition Procedures: A uniform exterior appearance of the building must be maintained.

i. If an owner plans to alter the unit, and such alteration involves a proposed structural modification, any change to the common elements, affects the uniform exterior appearance of the project, and/or potentially impacts adjacent units, the owner must request approval from the Board of Directors and provide the Board of Directors with detailed plans and specifications and supplement any submittals with additional information as the Board of Directors may direct. At a minimum, any owner submittal must include:

1. Plans, drawings or blueprints for the purpose of the modification and/or alteration, including the type of materials used (for hard surface flooring – the drawings must identify all materials, their composition, thickness, color and brand name).
2. Electrical, plumbing and/or mechanical drawings depicting current existing items and any revisions thereto, as applicable.
3. If any structural element, plumbing, piping, electrical circuitry, or exterior wall of the building, which are common areas, are to be fastened to, or changed in any way, it must be noted explicitly thereon.
4. A statement, signed by both the owner and contractor, verifying:
  - (a) They have read, and agree to abide by, the provisions in the House Rules relating to maintenance and remodeling, and:
  - (b) The expected date of completion.
5. A \$1,000.00 security deposit is required and which may be forfeited in whole or in part if:
  - (a) The work continues past the original date specified for completion, or

- (b) Excessive cleaning of the common areas is necessary as a result of the work, or
- (c) Fines will be imposed for failing to comply with the provisions in the House Rules. The fines will be in accordance with Fine Schedule and Procedures and deducted from the required security deposit.

ii. Upon review of an owner's submittal, the Board of Directors will provide a written decision to the owner. After written notification of approval by the Board of Directors, the owner must proceed as follows:

1. Obtain a Building Permit and other required approvals from the City and County of Honolulu and provide a copy of the Building Permit to the General (or Resident) Manager.
2. All work must be performed by a licensed and insured contractor.
3. Notify the General (or Resident) Manager when alteration work is to be initiated.
4. Diligent completion of the project must be achieved after work is initiated, and the General (or Resident) Manager must be notified when all work is completed.
5. All work must be done between the hours of 8:00 a.m. to 6:00 p.m., Monday to Saturday (holidays excluded). Reservations for the use of elevators to move large appliances and materials must be made through the General (or Resident) Manager. Contractors are required to place protective covers on hallway carpets until completion of the project.
6. Building materials are not to be stored on common grounds or parking areas by the contractor. All debris, left over materials, etc., must be hauled away by the contractor, and not placed in Association waste receptacles.

7. No work may be performed in the common areas. The owner will be responsible for the cost of repairing any damage to the common elements resulting from owner modifications and/or alterations. Any other damage or problems caused by the owner or retained contractor will be the owner's sole responsibility.

iii. Upon completion of the apartment modification and/or alteration, the owner shall record in the Bureau of Conveyances of the State of Hawaii, an amendment to the condominium file plan and Honolulu Park Place Declaration to reflect any modifications to the layout of the owner's unit, as may be applicable.

iv. Procedures for Hard Surface Floor Approval:

1. The owner of any unit wishing to install a hard surface floor must submit to the Board of Directors written plans, specifications and noise mitigation measures regarding the flooring. The Impact Insulation Class (IIC) of the requested flooring, underlayment and method of construction selected must have a minimum rating of IIC-65 listed in its specifications. Submitting a request for approval is for the purpose of documenting the location and design of any hard surface flooring within Honolulu Park Place in order to ensure that such flooring is designed and installed in a manner that mitigates the transmission of noise and is installed in a professional manner and in accordance with applicable standards.
2. Installing a hard surface floor without obtaining prior written approval from the Board of Directors shall constitute a violation of these House Rules, and subject the violating owner to all remedies legally available to the Association until such violation is remedied with the approval of the Board of Directors. Approval of the Board of Directors is not an assurance or guarantee that noise will not be transmitted to other units. If, following installation of any such hard surface floor, the owner of the unit located beneath such installation lodges a reasonable and verifiable complaint with the Board of Directors concerning the sound impact of such flooring, it shall, upon notice from the Board of Directors, and

in the Board's sole discretion, either be removed, or at least (80%) of the hard surface flooring within such owner's unit be covered with carpeting to mitigate the noise impact to the complaining owner. The failure of the owner to comply with a written directive from the Board of Directors to remove hard surface flooring within sixty (60) days after receipt of notice shall constitute a violation of these House Rules and subject the violating owner to all remedies provided by Honolulu Park Place's governing documents or applicable law.

v. Window Tint Film: Window tint film is required by the Declaration. The owner of any unit wishing to replace the window tint film in their unit shall obtain written approval from the Board of Directors prior to installation. It is the owner's responsibility to ensure their proposed window tint film complies with applicable standards for the Project. Window tint film specifications may be obtained from the General (or Resident) Manager. Installation of window tint film that do not meet qualifications or prior approval, shall constitute a violation of these House Rules, and subject the violating owner to all remedies legally available to the Association unless and until such violation is removed from the unit. Any removal and replacement of window tint film shall be at the owner's expense.

vi. Lanai Tile: The Declaration prohibits the replacement or removal of lanai tile. Installation or replacement of the lanai tile shall constitute a violation of these House Rules and subject the violating owner to all remedies legally available to the Association unless and until such violation is remedied. Removal, replacement and/or repair of damaged lanai tile requires prior written approval of the Board of Directors and must comply with the Honolulu Park Place specification. Unapproved tile must be removed solely at the owner's expense.

## **SECTION 11 – GENERAL RULES AND REGULATIONS**

1. Registration of Occupants: Owners, tenants and other occupants shall provide their names, addresses, phone numbers and signature in writing to the General (or Resident) Manager immediately upon purchasing and/or taking occupancy of an apartment (indicating whether owners or tenants will be entitled to membership in the Park Place Club), must cooperate with the General (or Resident) Manager's office in keeping all registration information current, and must furnish the Board of Directors,

Managing Agent and or General (or Resident) Manager with such other reasonable information as shall be requested from time to time.

2. Access to Apartments by Managing Agent and General (or Resident) Manager: The Managing Agent and General (or Resident) Manager are not required to give access to apartments or buildings to persons other than the owner or occupant without the written permission of the apartment owner, tenant or authorized occupant.

3. Maintenance Employees of the Association: Maintenance employees of the Association are under the direction of the Managing Agent, General (or Resident) Manager and the Board. During prescribed hours, they shall in no case be diverted to the private business or employment of any owner, occupant, tenant or guest. No owner, occupant tenant or guest shall request a maintenance employee to leave the common elements while on-duty for the Association. Association maintenance employees may not perform unauthorized repairs outside of their scope of their duties for the Association.

4. Fire and Other Emergency: If the immediate service of the police, fire, paramedics, ambulance or doctor is required, notify Security immediately and the appropriate agency should be called directly. Any emergency, particularly such emergencies as flooding, fire and theft, should be brought to the immediate attention of the Managing Agent, General (or Resident) Manager or any Security personnel on duty.

## **SECTION 12 – VIOLATIONS OF THESE RULES**

1. Reporting Violations and Damages:

a. Reporting of Violations: All corrective actions regarding violations of the House Rules and damages to the common elements or common areas will be enforced by the Board and should be reported promptly to the Board, the Managing Agent, General (or Resident) Manager or any Security personnel on duty.

b. Damage to Common Areas: Damages to common elements shall be surveyed by the General (or Resident) Manager at the direction of the Board of Directors 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 apartment owner for damages caused directly or indirectly by his tenants or such apartment owner's or family members, domestic Agents, or guests.

c. The violation of these rules and regulations shall give the Board, the General (or Resident) Manager, or the Managing Agent or Agents the right to:

- 1) **Right to Enter Apartments:** Enter the apartment and/or limited common elements in which, or as to which, such violation of a breach exists and to summarily abate and remove, at the expense of the defaulting apartment owner (whether or not caused by the apartment owner) or by person for whose conduct the apartment owner may be responsible. The Board or Managing Agent, General (or Resident) Manager or their Agents shall not thereby be deemed liable for any manner of trespass.
- 2) **Right to Institute Legal Proceedings:** In the event of an action to enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any such breach, and all costs thereof, including attorney's fees shall be borne by the defaulting apartment owner (whether or not caused by the apartment owner or by any person for whose conduct the apartment owner may be responsible).

### **SECTION 13 – FINE SCHEDULE AND PROCEDURES**

A violation of the Declaration, By-Laws, these House or Club Rules by an owner or anyone using the property under an owner, will give the Association the right, in addition to any other rights or remedies, to levy a fine against the responsible owner. Fines duly imposed by the Board or its Agent but unpaid will rank first in the priority of payments and may cause an owner's account to become delinquent for payment of common expenses. If warranted, unpaid fines may constitute a lien on the apartment that may be foreclosed upon in like manner as a lien for unpaid common expenses. The Managing Agent and his/her staff, or any duly authorized Agent of the Board of Directors, such as the General (or Resident) Manager and/or building security officers, is authorized to issue verbal or written warning notices and written citations levying fines.

The Board of Directors establishes the following fining procedure:

1. **General Provisions:** This fining procedure shall be applicable to all Honolulu Park Place owners, occupants, tenants and guests on the property. If any owner,

tenant, or guest fails to comply with any of the provisions of the House Rules, a fine may be imposed pursuant to the guidelines set forth herein.

2. Responsibility for Fines: All owners are responsible for the actions and behavior of their tenants and guests and for payment of all fines levied.

a. All owners are responsible for the payment of any expense that may be incurred by the Association due to a violation of any House Rule by that owner, the tenant or their guests. All owners are responsible for the violations committed by their tenants even if the tenants have vacated the building.

b. Unpaid fines and/or associated costs shall constitute a lien against the owner's interest in any such unit, which may be foreclosed upon by the Association. The owner will also be responsible for all collection costs, including attorney's fees.

3. Fining Procedures: When the General (or Resident) Manager, a building security officer, the Managing Agent or any other authorized agent of the association becomes aware of a violation of the House Rules, the General (or Resident) Manager, the Managing Agent, building security officer or agent will issue a verbal and/or written notice to the violator. Should the violation be corrected immediately or within the deadline set, no further action will be taken, except to keep a record.

a. Should the violator not comply with the House Rules, the General (or Resident) Manager or Managing Agent will give written notice to the violator, the occupant of the unit and the owner or the owner's agent, if applicable, of the violation of the House Rules.

b. If the violation is corrected at this point and any resulting expenses are paid, no further action will be taken except that a copy of the violation notice will be placed in that unit's file.

c. If the previous steps prove unsuccessful in correcting the violation, the matter will be referred to the Honolulu Park Place Rules Committee. That committee will review the evidence and recommend a course of action to the Board.

d. The Board shall review the evidence and decide on a course of action, which may include but not limited to levying a fine in accordance with the guidelines set forth herein.



e. The accused violator shall be given the opportunity to appear before the Board to appeal the violation within thirty (30) days. The apartment owner or owner's agent shall be notified of the appeal if a tenant is involved. Any additional costs, including attorney's fees, will be the responsibility of the violator and/or owner. If no appeal is made within thirty (30) days, the violator and/or owner shall be barred from contesting the fine.

f. The owner and/or occupant will be notified of the action taken by the Board regarding the matter. A fine is levied due to the violation of the House Rules and payable in full with the next monthly maintenance fee. Any fine not paid in full or not paid on time is subject to interest and penalty as outlined below and to the normal delinquent collection process.

4. Fining Guidelines: Each violation of these House Rules is subject to a fine of up to \$25.00 per occurrence or up to \$25.00 per day for a continuous violation. Failure to pay a fine in full or on time will result in the levying of an additional fine of \$100.00 per month that the fine is not paid.

5. Prior Offense: Record of any verbal and/or written warning notices and written citations will be kept in the unit's file. A repeat offense within twelve (12) months will be used in the calculation of fines for subsequent violations, after 12 months a citation will be removed from an owner's record and will not be used in calculation of any subsequent violations.

6. Appeals Panel: The Board shall appoint a three-member Appeals Panel, who may or may not be owners who shall hear the charges and evaluate the evidence of the alleged violation in response to any appeal of a violation of these House Rules.

7. Appeal of Citation and Fines:

a. The accused violator may submit a written request contesting the violation within fifteen (15) days of the issuance of the written citation. The apartment owner or owner's Agent shall be notified of the appeal if a tenant is involved. The appeal shall be in writing and may be either hand delivered to the General (or Resident) Manager, who shall note the date of receipt on same, or mailed to the Board of Directors in care of the President of the Association, postage pre-paid, certified mail, return receipt requested. Such letter shall constitute a Notice of Appeal. The date of mailing as certified by the post office or the date of the hand-delivery to the as noted thereon by the General (or Resident) Manager shall constitute the date of the appeal. If no appeal is made within

fifteen (15) days following issuance of the citation to the violator and/or owner, any appeal shall be waived and no contesting of the fine shall be permitted.

b. The Appeals Panel shall schedule a hearing to consider any appeal, with no less than fifteen (15) days written notice provided to the appealing party in advance of such hearing.

c. At the hearing before the Appeals Panel, the accused violator shall have the right to present oral or written evidence and to confront and cross-examine adverse witnesses.

d. The Appeals Panel shall deliver to the accused violator within seven (7) days after the hearing a written decision which specifies the fines or penalties levied, if any, and the reasons therefore. All decisions of the Appeals Panel shall be final, and not subject to further review by the Association except as may be required under Hawaii law.

#### **SECTION 14 – HONOLULU PARK PLACE CLUB**

1. Facilities: The Honolulu Park Place Club Facilities (the “facilities”) are areas depicted on the Project’s Condominium Maps as “Park Place Club” located on the Basement level, lobby level, and second level of the high-rise tower, and the “Koi Deck” on the eighth floor on top of the Parking Garage.

2. Management: The Honolulu Park Place Club shall be managed as determined by the Board of Directors, General (or Resident) Manager, Managing Agent and the Board of Governors who are appointed annually by the Board and serve at the pleasure of the Board.

3. Rules, Regulations and Information: The Honolulu Park Place Membership Rules, Regulations and Information (sometimes referred to herein as, “Honolulu Park Place Club Rules”) are attached hereto.

#### **SECTION 15 – RESIDENT EVACUATION PLAN**

In the event that the building must be evacuated, residents are to use the stairwell closest to their unit unless blocked or otherwise inaccessible.

Residents from the 01 through the 04 units should use the Diamond Head side of the building. They should exit onto Nuuanu Avenue, travel along Nuuanu Avenue to Kukui Street, cross the street to the Kukui Plaza side of Nuuanu Avenue, continue along Nuuanu Avenue, and meet at the parking lot at the corner of Bethel Street and Beretania Street.

Residents from the 05 through 12 units should use the stairwell at the Ewa end of the building, they will exit on the Ewa end of the building from the stairwell, exit from between Honolulu Tower and cross the street at Smith and Beretania Street and meet at the corner of Bethel Street and Beretania Street.

## **SECTION 16 – AMENDMENTS**

1. These rules and regulations may be amended only by a majority of the Board at duly called Meeting of the Board.
2. Incorporate Club Rules: The Honolulu Park Place Club Rules are hereby incorporated into these House Rules and must be followed by all owners, tenants and guests. Violations of these rules will therefore subject the violator and/or owner to citations and/or fines.