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# **CENTURY PARK PLAZA CONDOMINIUM PROJECT**

## **HOUSE RULES AND BOARD POLICIES**

**EFFECTIVE: SEPTEMBER 1,2002**

# CERTIFIED

## MANAGEMENT, INC.

\_\_\_\_\_ "Property Management at its  
Best" \_\_\_\_\_

July 5, 2002

Dear Century Park Plaza Homeowner:

Enclosed please find the revised House Rules which will be effective September 1, 2002.

As you review this set of the House Rules, please take note of the following:

- verbiage which is underlined is new language added to the House Rules
- verbiage which is in brackets [ ] is deleted and will no longer be considered a part of the House Rules

Please ensure your rental agents, tenants, or other appropriate persons receive a set of the House Rules.

Should you have any questions or concerns, please contact me directly at (808) 837-5247. Thank you for your prompt attention to this matter.

Sincerely,  
CERTIFIED MANAGEMENT, INC.  
Lillian McCarthy AOA

Lillian McCarthy, AMSTM, CMCA® Account Executive

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CENTURY PARK PLAZA CONDOMIUM PROJECT  
HOUSE RULES AND BOARD POLICIES  
EFFECTIVE 9/01/02

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## ANTI-DISCRIMINATION POLICY

WHEREAS, Chapter 515, Hawaii Revised Statutes, and the Federal Fair Housing Act, as amended (42 U.S.C. Sections 3601 *et seq.*), prohibit discrimination against any person because of race, color, religion, sex, national origin, familial status, or handicap in: (i) the sale or rental of any apartment in Century Park Plaza; or (ii) in the provision of any related services and facilities.

WHEREAS, the Association Members and Board of Directors of Century Park Plaza do not intend to engage in any prohibited discrimination;

RESOLVED, the Board of Directors of the Association of Apartment Owners of Century Park Plaza, On behalf of the Association, adopts the following provisions to implement that policy:

The Association shall not engage in any prohibited discrimination against any person in the use of any apartment in the Century Park Plaza Project or in the provision of services and facilities in connection with the use of any apartment. To implement that policy, the following provisions shall apply, regardless of any contrary requirement in the Association Documents:

(a) In granting or withholding any approval or consent required under the Association Documents, the Board of Directors shall avoid any prohibited discrimination.

(b) In enforcing any requirement of the Association Documents, the Board shall avoid any prohibited discrimination against children, particularly in evaluating any request relating to occupancy restrictions or leasing or renting any apartment located in the Project.

(c) The Board may suspend any requirement of the Association Documents which, if enforced, would result in prohibited discrimination. If the Board suspends any requirement, which can be amended only with apartment owner approval, the Board shall propose the amendment or deletion of the requirement at the next meeting of the apartment owners, whether annual or special. The Board or the apartment owners may call a special meeting of the apartment owners for that purpose, in compliance with the By-Laws.

(d) A disabled occupant of the Property may keep a certified guide dog, signal dog, or other animal required because of the occupant's disability. If such an animal causes a nuisance, the occupant will be given a reasonable opportunity to resolve the problem by measures short of removing the animal from the Property. If the Board determines those measures have been unsuccessful, it may require removal of the animal. If the Board requires removal, the occupant will be allowed reasonable time to obtain a suitable substitute animal. During that time, the animal creating the nuisance will be allowed to remain on the Property, provided its continued presence does not create an unreasonable imposition on any other occupant. In addition, a disabled guest of an apartment owner or occupant may bring a certified guide dog, signal dog, or other animal required for assistance onto the Property, provided the animal does not cause a nuisance or unreasonable disturbance.

(e) At their own expense, disabled occupants may: (i) make reasonable modifications to an apartment or the common areas; and (ii) have reasonable exemptions from requirements of the Association Documents, to enable the occupants to have full use and enjoyment of the Property. A disabled occupant requiring a modification or exemption shall submit a written request to the Board specifying the nature of the request and why it is necessary. The Board shall not unreasonably withhold or delay its consent to the request, and any such request shall be

deemed to be granted if not denied in writing, within forty-five (45) days after the Board receives it.

As used in this resolution: "Prohibited discrimination," means any discrimination prohibited by any Federal or State law or any ordinance of the City and County of Honolulu. "Association Documents" means the Declaration, By-Laws, House Rules, or any other documents of the Association of Apartment Owners of Century Park Plaza governing the operation of the Property.

CENTURY PARK PLAZA CONDOMINIUM PROJECT  
RULES AND REGULATIONS  
SEPTEMBER 2002

To insure the peace, tranquility and well-being of the CENTURY PARK PLAZA condominium project (the "Property"), certain rules and regulations ("House Rules") must be adopted and enforced. These House Rules serve as a guide to consideration for others and to the application of common sense so as to create a friendly, pleasant and congenial atmosphere.

These initial House Rules for the Property supplement, but do not change, the obligations of apartment owners and residents contained in the Declaration of Horizontal Property Regime (the "Declaration") and By-Laws (the "By-Laws") for the Property, as they have been or may hereafter be amended. They apply to owners and residents living on the Property as well as members of their families and guests, and shall be enforced by the Board of Directors, the Managing Agents and the Resident Manager. However, neither the Board of Directors, the Managing Agent nor the Resident Manager shall be responsible for noncompliance with or violation of these House Rules. Use of the facilities are provided for on-site residents only.

SECTION A. RULES PERTAINING TO APARTMENTS

1. Visible Aesthetics. Except for any items provided with the apartment, no awning, venetian blinds, window guards, radio or television antenna or planters shall be attached to or hung from the exterior of any building or protrude through the walls, windows or roof thereof, and (except as permitted under the Declaration or the By-Laws) no notice, advertisement, bill, poster, illumination or other sign shall be inscribed or posted on or about the Property, unless approved in writing by the Board of Directors or the Managing Agent, nor shall anything be projected from any windows of the Property without similar approval. If a person wishes to change the draperies originally provided with the apartment, \ the side of all draperies or curtains placed against the windows or doors or openings facing toward the exterior of the building shall be white or off-white in color. \See Section A.11 for approved air conditioning units.
2. Apartment Maintenance. The repair and maintenance of apartment interiors is the responsibility of the individual owners. This includes the apartment entrance door and all screens and windows.
3. Common Areas: Building. It is intended that the exterior of the building shall present a uniform appearance and, to effect that end, the Board of Directors may require the painting of walls and ceiling of all or part of any building and regulate the type and color of paint to be used. The Board of Directors is authorized to contract for such painting and to make payment therefor out of the maintenance fund.

(a) Limited Common Area. No hanging of laundry, towels, hammocks, or storage of rubbish, bicycles, boxes, etc. on lanai[s]. No awnings or roll down material shall be attached to any portion of the lanai. No hibachis or grills of any kind are permitted on the limited common elements as they are available for your use in the picnic areas located outside each tower.

(b) Building Maintenance and Repair. Under the Declaration, the Association through its Board of Directors shall be responsible for the repair and maintenance of the common elements of entry hallways and doors. The repair and maintenance of the individual unit is not the responsibility of the Association. Where any common element is damaged deliberately or as a result of the negligence of any apartment owner or resident or a guest of either, then such apartment owner or resident shall be responsible for the prompt payment of the cost of any repairs. Individual entry doors are not the responsibility of the Association.

4. Nameplates. Nameplates and names of the apartment owners may be displayed only in the form and at such places as are approved in writing by the Board of Directors, except for the signs permitted to be installed by the commercial apartment owners under the Declaration or By-Laws.
5. Noise. All noises from whatever source shall be discriminately controlled so that they do not disturb or annoy other residents of the buildings. All residents shall maintain quiet between the hours of 8:30 p.m. and 7 :00 a.m. daily except on Fridays, Saturdays and nights preceding all federal holidays when the quiet hours shall begin at 10:00 p.m. Excessive noise at any time should be reported to Security for appropriate action.
6. Emergencies. If the emergency services of the Police Department, the Fire Department, an ambulance or doctor are required, the desired agency or person should be called directly. After notifying the appropriate emergency services, please notify Security or the Resident Manager.
7. Deliveries. The Resident Manager, Managing Agent and Board of Directors are not responsible for packages or other deliveries left in halls, at doors of units or any other undesignated place in the Property, nor for any personal property placed or left in or about the buildings. Each apartment owner or tenant shall arrange for delivery of [non-mail] bulk parcels or items to their respective apartments, subject to Section B.3 of these House Rules below. Association staff may not accept packages or other deliveries on behalf of a resident, guest or owner.



8. Pets. No livestock, poultry, rabbits, cats, dogs, or other animals whatsoever shall be allowed or kept in any part of the Property without the prior written consent of the Board of Directors.

(a) Any apartment owner who keeps a pet in the owner's apartment with the prior written consent of the Board may, upon the death of the animal, replace the animal with another and continue to do so for as long as the owner continues to reside in the owner's apartment or another apartment subject to the By-Laws.

(b) Any apartment owner who is keeping a pet pursuant to subsection (a) as of the effective date of an amendment to the By-Laws which prohibits owners from keeping pets shall be entitled to keep the pet and acquire new pets as provided in subsection (a).

(c) A disabled occupant of the Property may keep a certified guide dog, signal dog, or other animal required because of the occupant's disability. If such an animal causes a nuisance, the occupant will be given a reasonable opportunity to resolve the problem by measures short of removing the animal from the Property. If the Board determines those measures have been unsuccessful, it may require removal of the animal. If the Board requires removal, the occupant will be allowed reasonable time to obtain a suitable substitute animal. During that time, the animal creating the nuisance will be allowed to remain on the Property, provided its continued presence does not create an unreasonable imposition on any other occupant.

(d) While outside the pet owner's residents, service animals shall be attended and kept on a leash no longer four feet in length.

A Fine of \$100.00 for first offence, if your pet defecates on property.

9. Rubbish. Explosives or waste of a flammable nature, and other refuse or waste materials which may create an unpleasant odor, discharge noxious or flammable gases or vapors, or pose any hazard to health or property shall not be deposited in the garbage collection areas. Rubbish is to be bound in reasonable bundles placed in plastic bags and deposited by the residents in the garbage collection areas. Any type of rubbish is prohibited from being left in hallway, lobbies, or any common area.

(a) Bulk Items. The deposit of bulk items is prohibited. Please call the office for information on disposal of bulk items.

10. Guests. The apartment occupant is responsible at all times for the reasonable conduct of the occupant's guests. Any guest who will be residing in the building for a week or more shall be registered with the Resident Manager or the Managing Agent.

Century Park Plaza is secured property therefore residents must escort guest off property, so that they do not become lost nor wander around the property.

11. Air Conditioning. All air conditioners shall be equipped with appropriate drip pans to prevent accumulation or dripping of water and thus prevent the possibility of water damage or irritation to other apartments. Only the following air conditioning systems are authorized for

installation: a.) Carrier Series 77-CMA-1221-1; b.) Panasonic Series CW-1200 FU; Installation of the air conditioners is subject to having no condensation leakage on the exterior of the building. If it is found that the air conditioner leaks repairs are required.

All air conditioners shall be equipped with appropriate drip pans to prevent the accumulation or dripping of water and thus prevent the possibility of water damage or irritation to other apartments. Installation of air conditioners is subject to having no condensation leakage on the exterior or interior of the building. If it is found that the air conditioner is dripping, the apartment owner and/or resident will be required to repair the air conditioner within 30 days of notice of a problem or remove it from the premises if not repaired. The unit must be immediately disconnected until it is repaired and in proper working order. After repair, a copy of the repair invoice must be submitted to the Resident Manager. Any supports attached to the exterior of the building must be painted to match the building color. A conditional approval will be granted and arrangements will be made to have a member of the Century Park Plaza Maintenance Staff present during installation and verification of compliance. The approval will be relayed by the staff member in attendance. This will serve as final approval.

12. Doorbells. Owners who would like to install a doorbell to the entrance of their unit may submit a request to the Board of Directors.

#### SECTION B. COMMON ELEMENTS AND LIMITED COMMON ELEMENTS

1. Soliciting. No charitable or commercial soliciting for sales of goods and services or religious or political activities shall be permitted on the Property unless approved in writing by the Board of Directors.
2. Surfboards and Bicycles. Surfboards shall be stored only in the apartments and not in or on any common element of the Property. Bicycles shall be stored in designated bicycle storage area on the Property. Bicycles shall not be brought into elevators. See the Resident Manager's office for rental of bicycle storage.
3. Moving. Moving in and out of large items shall be coordinated through the Resident Manager. Any damage to the building, including elevator, floors and carpets, caused by moving of furniture, trade fixtures, inventory or personal effects shall be repaired at the expense of the apartment owner on whose behalf such moving is being done. Loading and unloading shall be done in designated loading areas of the Property. There is a two-hour limit for the use of the elevators. Moving hours are **Monday through Friday, 9:00 a.m. to 4:00 p.m.** Extended hours, **Monday through Friday, 6:00 p.m. to 8:00 p.m.** Moving hours on **Saturday** are **8:00 a.m. to 5:00 p.m.** with **no** extended hours. There is no moving allowed on Sundays or between the hours of **4:00 p.m. through 6:00 p.m.** on **Monday through Friday, NO EXCEPTIONS.**
4. Protection of Common Areas. Furniture, furnishings and equipment for the common elements have been provided for the safety, comfort and convenience of all residents and guests of the residential apartments and therefore shall not be altered, extended, removed

or transferred to other areas without written permission from the Board of Directors.

5. Damages. Each apartment owner or tenant shall be held personally responsible for any damage or destruction to any common or limited common elements, including any furnishings and equipment caused by himself, his children, his guests, agents, independent contractors, vendors, customers or employees or any other occupants or guests of his apartment.
6. Access. The grounds, walkways, stairways, elevators, building entrances, driveways and other similar common elements shall be used strictly for ingress and egress from the parking and apartment areas, and must be at all times kept free from obstructions.
7. Litter. Waste receptacles are provided for use in the common elements. Anyone found littering will be fined in accordance with the FINE Section.
8. Conduct In Common Elements. Any owner or his tenant shall be responsible for the conduct of himself, his spouse, his children and other guests at all times, ensuring that their behavior is neither offensive or threatening to any occupant of the building and all employees of the Association, to include the Resident Manager, Administrative Assistant, watch persons, employees of the property, or the Board of Directors.

No one shall be permitted to loiter or play in areas other than recreational areas. Owners/residents are responsible for their family and guests at all times. The riding of tricycles, bicycles, roller blades, scooters, skates or skateboards is prohibited anywhere in the common areas. No climbing of trees, fences, electric transformers, walls or garbage bins, walls of the pools, or railings is permitted.

9. Landscaping. None of the Property's landscaping is to be removed, picked or transplanted by any residents or guests.
10. Recreational Facilities. Each apartment owner will abide by the Swimming Pool and Hot Tub rules and regulations attached as Section F and the Tennis/Basketball Court rules and regulations attached to Section G and made a part of hereof for all purposes, for the swimming pool and any other recreational facilities which are a part of the property. Pool hours are 9:00 a.m. to 9:00 p.m. Sunday to Thursday, 9:00 a.m. to 10:00 p.m. Friday and Saturday, and evenings prior to a federal holiday. Any and all apartment owners or their tenants must register with the Resident Manager for the use of the

picnic facilities. For a party of 10 or more persons a deposit of \$50.00, which will be returned, is required, provided the area is cleaned and all trash removed. The swimming pool cannot be reserved.

11. Consumption of Alcoholic Beverages. The consumption of any and all alcoholic beverages is prohibited in any common elements of Century Park Plaza.
12. Smoking. Smoking is not allowed in the common areas of the building, i.e., hallways and lobbies, except in those areas which the Board may specifically set aside and designate.
13. Safety. Appropriate clothing and footwear are required on all parts of the common elements. Appropriate clothing shall include but not be limited to shirts, tank tops, blouses, shorts, pants, skirts, etc. Appropriate footwear shall include but not be limited to shoes, slippers, sandals, mules, etc. Bare feet are not permitted on any part of the common elements, except in the pool area.

#### SECTION C. GENERAL

1. Keys. No apartment keys are held by the Resident Manager's office and no lockout service is provided. Owners/residents must contact a locksmith if they are locked out. The Resident Manager does not have apartment master keys. If common area keys or remotes are lost, the replacement cost is \$50.00 each. Residents are required to have security key for gate and building access and remote for parking access.

Century Park Plaza is a secured property. Each resident has a key fob designated for their use to gain access to the property. Residents should not give access to the property to anyone that does not have a key fob. Please direct them to security.

No personal items such as bicycles, mopeds, motorcycles shall be secured to any part of the common element to include parking pillars. Please use the designated area for such items located on P1, P3 and P4. Contact the office for assistance.

2. Hazards. Nothing shall be allowed, done or kept in any apartment unit or common areas of the Property which would overload or impair the floors, walls or roofs thereof, or cause any increase in the ordinary premium rates or the cancellation or invalidation of any insurance thereon maintained by or for the Association, nor shall any noxious or offensive activity or nuisance be made or suffered thereon. **WATERBEDS ARE EXPRESSLY PROHIBITED IN THIS PROPERTY.** No occupant shall use or permit to be brought into the building or common areas anything deemed extra hazardous to life, limb or property, such as gasoline, kerosene or other combustibles of like nature, nor any gunpowder, fireworks or other explosives. The throwing of firecrackers and the explosion of any fireworks anywhere on the grounds or within any building is expressly prohibited. No footwear or other items shall be left in the hallway or stairways. Any items found outside doors will be taken by the Association Staff to the Resident Manager's office where they can be retrieved during normal business hours.

No one shall be permitted to feed any feral animals on or in the vicinity of Century Park Plaza Property. Feral animals are a nuisance. Feral animals are susceptible to parasitic infestations, such as fleas, which will spread into work places, garages, home, etc.

3. Communications. Communications regarding the Property shall be made in writing to the President of the Association, Board of Directors, the Managing Agent or the Resident Manager via mail or email, submitted to the Resident Manager's office.
4. Registration. Each apartment owner shall file his name, address, phone number and signature on a current basis with the Resident Manager during occupancy. Each resident is required to register with the Resident Manager's Office and provide next-of-kin and physician information with the Resident Manager for use in case of emergency.
5. Rentals. Subject to the terms of the Declaration and the By-Laws of the Association, an apartment owner may lease his apartment or make it available to friends, but the person or persons leasing, renting or living in the apartment shall abide by the House Rules, and the apartment owner shall assume responsibility for the occupants' conduct. The apartment owner must notify the Resident Manager of the names and length of anticipated occupancy of all such occupants, and must register them in person with the Resident Manager. Each such occupant shall in writing, on a form provided by the Resident Manager, acknowledge that he has read and understands, and agrees to abide by the House Rules, as they may be amended from time to time. House Rules shall be provided by the owner or rental agent at the time of occupancy.

An apartment owner shall, upon request of the Board of Directors, the Managing Agent or the Resident Manager, immediately abate and remove, at his expense, any structure, thing or condition that may exist with regard to the occupancy of his apartment by his lessee( s), renter(s) or guest(s) which is in violation of the lease, Declaration, By-Laws or these House Rules or contrary to the intent and meaning of the provisions hereof, or, if the apartment owner is unable to control or require the lessee(s), renter(s) or guest(s) to comply herewith, he shall, upon request of the Board of Directors, the Managing Agent or the Resident Manager, immediately remove such lessee(s), renter(s) or guest(s) from the premises, without compensation for lost rentals or any other damage resulting therefrom.

Apartment owners shall be responsible for designating a local agent to represent their interest if their residence is outside of the State of Hawaii or if they will be absent from the apartment for more than thirty days. Each apartment owner shall file with the Resident Manager his out-of-town address and telephone number and the name and telephone number of their agent company, and address as well as an emergency contact number.

Each apartment owner shall observe and abide by these House Rules and ensure that his licensees and invitees also observe and perform these House Rules. Apartment owners will be responsible for their guests' observance of all House Rules set forth herein. In the event expenses are incurred due to violations of House Rules by guests or licensees, the apartment owner shall be responsible for payment of same.

#### SECTION D. VEHICLES

1. Vehicle Registration. Residents shall register their vehicle(s) with the Resident Manager's office giving their name and telephone number, make of car, car license number(s) and parking stall number prior to taking occupancy of their apartment. All vehicles shall be registered and shall have affixed to the vehicle a current tax decal and shall be in

compliance with the safety inspection requirement of the State of Hawaii. A current safety inspection decal shall be affixed to the vehicle BEFORE registration is permitted.

2. Car Washing. Cleaning or polishing of cars and motorcycles shall be permitted only in your assigned parking stall.
3. Parking Stalls. No personal items such as lumber, furniture or crates shall be stored in the parking stalls. Residents are responsible for the cleanliness of their assigned parking stall, which includes the removal of any grease or oil buildup. Stalls which are not cleaned of grease or oil, will be cleaned by the Century Park Plaza staff and a fee of \$25.00 will be charged to the owner of the stall.
4. Movement of Vehicles. Vehicles shall not exceed the posted speed limit of five (5) miles per hour while on the Property. Drivers are expected to observe traffic signs for the safety of all.
5. Access. No vehicle belonging to an apartment owner or to a member of the family, a guest, tenant or employee of an apartment owner shall be parked in such manner as to impede or prevent ready access to any entrance or to any exit from the Property by other vehicles.
6. Parking. Cars parked in unauthorized areas may be towed away at their owner's expense. Only owners or tenants of the assigned stall(S) are authorized to tow vehicles parked in their stall(s).

Security Gate Remote. Each resident has a parking remote designated for their use to gain access to the garages. Only one vehicle can pass through the gate at a time. Do not attempt to follow someone through while the gate is open. Bicycles, wheelchairs, and pedestrians should not use the vehicle gates, but should use the pedestrian gate located to the left side of the gates at the P4 gate, P3gate as well as the PC gate. P1 & P2 GATE DOES NOT HAVE A PEDSTRIAN ENTRANCE.

7. Nuisance. No major repairs to automobiles or motorcycles are permitted on the Property. No racing of motors is permitted, and all automobiles and motorcycles must be equipped with quiet mufflers. All cars parked in the parking area must be in operating condition with current vehicle license and safety stickers required by law. Abandoned, nonoperational or any vehicle not complying with the preceding will be towed at the registered car owners' expense.
8. Guest Parking. Guest parking is available for use of guests of the property. Owners shall not use the guest parking stalls. Guest parking is limited to six hours per day.

#### SECTION E. VIOLATION OF HOUSE RULES OR RULES AND REGULATIONS FOR THE SWIMMING POOL, HOT TUB, AND TENNIS AND BASKETBALL COURTS.

The violation of any of these House Rules or rules and regulations for the swimming pool, hot tub, and tennis / basketball courts or any amendments thereto shall give the Board of Directors or its agent the right to:

1. Enter the apartment or 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 apartment owner and/or resident, 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 any manner of trespass; or

2. Enjoin, abate or remedy by appropriate legal proceeding, either at law or in equity, the continuance of any such breach, and all costs thereof, including attorneys' fees, shall be borne by the defaulting apartment owner and/or resident.
3. See Section H for fines.



## CENTURY PARK PLAZA AOA

### SECTION F. SWIMMING POOL AND HOT TUB RULES

1. Century Park Plaza AOA accepts no responsibility for injuries or damages sustained by users of the swimming pool or hot tub. Anyone using the swimming pool or hot tub does so entirely at his own risk.
2. Guests are limited to a maximum of two per apartment, unless prior approval is obtained from the Resident Manager. The swimming pool or hot tub shall be open for the exclusive use of the residents and their guests between the hours of 9:00 a.m. to 9:00 p.m. Sunday through Thursday. 9 a.m. to 10 p.m. Friday and Saturday, and evenings prior to a federal holiday. Guests must be accompanied by an adult resident. No excessive noise is permitted at any time.
3. NO LIFEGUARD IS ON DUTY AT THE POOL. Those who use the pool do so at their own risk. Access to the pool area shall be restricted to those with a security key. An owner's or resident's family members or guests found in the pool area shall be presumed to be there with the full knowledge and consent of the owner or resident. Owners and residents shall be responsible for the health and safety of themselves, their family members, and their guests using the pool or hot tub and for ensuring that all rules for the pool area are obeyed. Owners and residents must ensure that family members and guests who are weak swimmers, remain accompanied at all times in the pool area by someone who can assure their safety. The Board strongly recommends that:
  - (a) Children under the age of 14 must be accompanied by an adult when using the pool, unless the child is a competent swimmer, and (b) that children under the age of 10, pregnant women, and anyone with high blood pressure not use the hot tub. The Resident Manager or watch person may require anyone violating the pool rules to immediately leave the pool area.
4. "Horseplay," running, screaming or other boisterous conduct is not permitted in the swimming pool and hot tub area, nor any splashing of water other than that accompanying normal swimming.
5. No toys, balls, swim fins, face masks, surfboards, rubber rafts or other flotation devices (except Coast Guard approved for safety) are permitted in the swimming pool nor bicycles, tricycles, skates, skateboards or other wheeled vehicles are permitted inside the swimming pool and hot tub area. Metal articles such as hairpins and other items, which may cause damage to the filter system or surface of the swimming pool or hot tub, are not allowed.

6. Litter, cigarettes, etc., should be disposed of in the receptacles provided. No smoking is allowed in or around the swimming pool or hot tub.
7. No glass containers are permitted in the entire enclosed swimming pool and hot tub fenced-in area. Sun tan oils and lotions must be in unbreakable containers.
8. Showers must be taken and sun tan oils and lotions must be completely washed off before entering the swimming pool or hot tub. Furniture in the swimming pool, hot tub and common areas must be protected from sun tan oils and lotions.
9. Only swimsuits will be permitted. For example, cutoff jeans and street clothing are strictly prohibited.
10. Long hair should be covered by bathing caps while in the swimming pool or hot tub.
11. The Board of Health Regulations states:
  - (a) "All persons known to be or suspected of being afflicted with infectious disease, suffering from cough, cold or wearing bands or bandages, shall be excluded from bathing in the swimming pool and hot tub."
  - (b) "Spitting, spouting of water, blowing the nose in the swimming pool and hot tub are strictly prohibited."
12. Radios, cassette recorders, tape decks, etc. will not be permitted in the swimming pool and hot tub area.
13. Personal belongings such as towels, sunglasses and books shall be removed upon leaving the swimming pool and hot tub area.
14. No food or alcoholic beverages are allowed in the swimming pool and hot tub area.
15. These rules are for the benefit of all the users of the swimming pool and [wading pool] hot tub as well as for the people living in the surrounding area. Serious or repeated violations of the swimming pool and hot tub rules will result in loss of swimming pool and hot tub privileges for a period of time to be determined by the Board of Directors, including any House Rule fines outlined in Section H.
16. To prevent damage to the common elements and for the safety of the owners and residents of Century Park Plaza, pool and hot tub users shall towel dry before entering any part of Tower A or Tower B buildings.

## CENTURY PARK PLAZA AOA

### SECTION G. TENNIS/BASKETBALL COURT RULES

1. The tennis and basketball courts are open from 9:00a.m. to 9:00 p.m.
2. Only proper attire shall be worn on the courts. Shoes worn on the courts will be tennis, basketball or sailing shoes only. No black rubber soled shoes or heeled shoes shall be worn on the courts.
3. Smoking material, food, beverages, animals and all types of vehicles such as bicycles, tricycles, skates, skateboards, scooters, roller blades or other wheeled vehicles are not permitted on the courts.
4. Residents inviting guest to the courts must be players.
5. These rules are for the benefit of all the users of the tennis and basketball courts as well as for the people living in the surrounding area. Serious or repeated violations of these rules will result in loss of court privileges for a period of time to be determined by the Board of Directors.
6. Century Park Plaza AOA accepts no responsibility for injuries or damages sustained by users of the tennis or basketball courts. Anyone using the tennis or basketball courts does so entirely at his own risk.

## CENTURY PARK PLAZA AOA

### SECTION H. FINES ENFORCEMENT POLICY

The Board of Directors has adopted the following schedule of fines for any violation of the Association's Declaration, By-Laws or House Rules. These fines shall be imposed against any apartment owner, their tenant, family member, guest, agents, employees, or anyone else using the project who violates any of the House Rules.

#### 1. AMOUNT OF FINES.

A. First Offense. A written citation with a copy given or sent to the offender/owner.

B. Second Offense. A written citation with a copy given or sent to the offender and a \$25.00 fine assessed against the offender/owner.

C. Third Offense. A written citation with a copy given or sent to the offender and a \$50.00 fine assessed against the offender/owner for each offense.

D. Fourth and Subsequent Offenses. A written citation with a copy given or sent to the offender/owner and a \$100.00 fine assessed against the offender/owner for each offense.

Second, third, fourth and subsequent offenses need not be for a violation of the same provision before a fine is imposed. For example, if a tenant violates a "pool" rule for his first violation, and then violates a "noise" rule for his second violation, the fine would be imposed on the owner upon the occurrence of the second violation. It is not necessary for an owner or tenant to violate a specific rule, such as a "noise" rule, twice before a \$25.00 fine is levied. Similarly, a \$50.00 fine will be assessed for a third violation of the House Rules and a \$100.00 fine will be assessed for a fourth and subsequent violations of the House Rules.

2. CITATIONS. Each citation issued shall briefly describe the nature of the violation. Copies of citations issued to an offender who is the resident, guest, family member, agent, or employee of an apartment owner shall also be sent to the owner. Copies of citations issued to an offender who is the guest, family member, agent, or employee of a tenant shall be sent to both the tenant the owner of the tenant's apartment.

3. PAYMENT OF FINES AND LIABILITY. Unless appealed as permitted below, the fine must be paid to the Association within thirty (30) days of the citation and assessment of the fine.

A. Apartment owners shall be liable for their own fines and for fines assessed against their tenants, their own and their tenants guests, family members, agents, or employees. If the owner fails to pay or appeal a fine within thirty (30) days after the fine is assessed against the owner, including the fines assessed against the owner under "A" above, the fine shall be deemed a common expense chargeable against the owner's apartment. The Association may file a lien against the owner's apartment for the unpaid fines and may collect the unpaid fines under the procedures provided in Article IX, Section 5 of the By-Laws for collection of delinquent assessments. The

owner shall also be assessed a late fee of \$10.00 for each month the fine remains unpaid, unless the Board votes to suspend or cancel the fine.

4. APPEAL OF FINES. Any citation or fine may be appealed as provided in this subsection.

- Within thirty (30) days of the date of a citation or fine, an owner, tenant, or other offender may appeal to: (a) the Board by mailing or delivering written notice of appeal to the Board or the Managing Agent; or (b) an arbitrator, as provided by Article XIII, Section 2(B) of the By-Laws.
- If an appeal is made to the Board, the notice of appeal must contain a copy of the citation, a statement of the facts of the offense, the reason for appeal, the names and addresses of any witnesses, and copies of any proposed exhibits. The owner, tenant, or other offender may appear at a Board meeting to provide additional information, or the Board may ask the owner, tenant, or other offender to appear.
- The Board may reduce, suspend, or cancel any citation or fine after consideration of the appeal. The Board will mail or deliver a written decision to the person making the appeal within thirty (30) days of the receipt of the notice of appeal
- Pending an appeal to the Board, an owner, tenant, or offender need not pay a fine, and no lien shall be imposed on an owner's apartment. Unless, however, the Board votes to reduce, suspend, or cancel a citation or fine, filing a notice of appeal shall not halt the accrual of any ongoing late fees or fines imposed for the offense, which is the subject of the appeal.
- The decision of the Board of Directors may be appealed to an arbitrator, as provided by Article XI II, Section 2(B) of the By-Laws, but all fines must be paid in full pending an appeal to an arbitrator.

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

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

CENTURYPARK PLAZA, AOA

SECTION I. ADMINISTRATIVE PROCEDURES

1. Insurance Deductible Payment. The insurance deductible for the Association's Master Policies shall be allocated to each owner based on a percentage of damages and insurance payment reimbursed. See Insurance Deductible Policy.
2. Payment Application. The Board of Directors has adopted the following late fee policy as of November 11, 1992. Maintenance payments and other fees received will be applied in the following priority:

A. Legal Fees

B. Late Fees

C. All Others

D. Maintenance Fees

Failure to pay late fees will result in the deduction of late from future common expense payments, so long as a delinquency continues to exist.

Late fees shall be imposed against any future common expense payment, which is less than the full amount owed due to the deduction of unpaid late from such payment.

This means if an owner's account has outstanding legal, late or assessment fees, all money received will be applied in the above manner, then to maintenance fees.

3. Late Fee & Delinquency Action Policy. A \$10.00 late fee will be assessed on all payments not received by the Managing Agent on the 10<sup>th</sup> day following the due date. All payments are due on the first of the month. In addition, a 1 % penalty will be assessed on the outstanding balance. In general the Association will follow these procedures unless the Association's attorney advises otherwise.

A lien threat will be sent to each owner the 45<sup>th</sup> day of delinquency.

A demand letter will be mailed by the Association's attorney after the 75<sup>th</sup> day of delinquency. The cost of the demand letter will be paid by the delinquent owner.

The Association's attorney will file a notice of lien after the 105<sup>th</sup> day of delinquency, with prior approval of the Board of Directors per the documents. The delinquent owner will pay all costs associated with the lien process.

Foreclosure proceedings will be initiated after the 135<sup>th</sup> day of delinquency. All legal and other fees incurred by the Board to collect delinquent fees will be paid by the delinquent owner.

END OF HOUSE RULES



CENTURY PA PLAZA  
House Rule Revision  
Effective: August 2003

Construction Times;

5. Noise. All noises from whatever source shall be discriminately controlled so that they do not disturb or annoy other residents of the buildings. All residents shall maintain quiet between the hours of 8:30 p.m. and 7:00 a.m., Monday through Thursday except nights preceding all federal holidays when the quiet hours shall begin at 10:00 p.m. Quiet hours on Fridays and Saturdays shall be between 10:00 p.m. and 10:00 a.m. Quiet hours on Sundays shall begin from 10:00 p.m. Saturday night to 10:00 a.m. Sunday morning. Construction in any apartment shall be in accordance with the Hawaii Revised Statute §11-46-7. Construction times shall be from 7:00 a.m. to 6:00 p.m. Monday through Friday and from 9:00 a.m. to 6:00 p.m. on Saturdays.