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SUNSET LAKEVIEW HOUSE RULES

**3215 Ala Ilima St. B106
Honolulu, HI. 96818
Office: (808) 839-7853
Fax: (808) 836-1360**

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Section 1 – Introduction

These House Rules are intended to make your daily living at Sunset Lakeview (the “Complex”) more 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 Complex and also to protect the reputation and desirability of the Complex 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 and Resident Manager by the Board. 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 (“Declaration”) and By-laws of the Association of Apartment Owners (“By-laws”) pertaining to the Complex. In the event of any inconsistency between these House Rules and the Declaration or the By-laws, the Declaration and By-laws will prevail.

The Board shall make such other rules and regulations from time to time or amend the following House Rules, as it deems necessary or desirable.

Section 2 – Occupancy

- a. **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 other than home office based businesses that do not require customers on site. Time-sharing is prohibited.
- b. **Pets:** Livestock, poultry or any animal, (other than cats and dogs provided they are kept within the apartment and not on the lanai, or fish in aquarium, and birds) shall not be allowed or kept in any part of the Complex. Visiting pets are not allowed on the premises except for dogs aiding the handicapped. An animal, which is at or around an apartment for more than a total of twelve hours, is considered to be kept. All animals must be registered with the Manager.
 - 1) **Responsibility of Pet Owners:** Dogs and cats must be on a leash and in control while in the common areas. Dogs and cats are not permitted in any facilities of Sunset Lakeview; dogs and cats are not allowed to roam the common areas at will at any time. Pet owners are responsible for the immediate cleanup after their pets in the event of any accident. Animals are not allowed to urinate/defecate on the premises to include the parking lot and grassy areas.

Pet owners are responsible for undue noise made by their pets. Any causing a nuisance, injury to any person, damage, or any unreasonable disturbance to any area or occupant of the Complex shall be permanently and promptly removed upon notice given by the Board or Manager.

Section 3 - Temporary Occupancy

- a. **Use by Owners, Tenants, and Guest:** 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 friends, but the person or persons leasing, renting or living in the apartment shall be bound to abide by the Declaration, the By-laws, and these House Rules and must be registered with the office.
- b. **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 of Directors or Manager, 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 of Directors or Manager, immediately remove such person or persons from the premises, without compensation for lost rentals or profits or any other damage resulting there from and may be subject to a fine.
- c. **Appointment of Local Agent:** 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 (30) days. Such owners shall file with the Manager their out-of-town addresses and telephone numbers and the addresses and telephone numbers of their local agent.

Section 4 - Use of Common and Limited Common Areas

- a. **Use of Roadways and Recreation Areas:** The roadways and recreation areas for the Complex are administered by the Association and are for the use by 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.

- b. **Security Gates:** Tampering with the entrance lock to enter any building areas are prohibited. For security purposes, it is advised that every individual enter the buildings with their own gate keys and to not allow others to tailgate in behind you.
- c. **Parking and Automobiles:** Parking in unmarked 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 the stall. No boxes, equipment, or any other items shall be stored in any owner's parking stall. All vehicles must be legally registered and in running condition. Residents are not allowed to park in guest parking stalls. Vehicles must be totally within their striped designated parking stall(s).
- 1) **Violations:** Violators of any parking regulations 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 held responsible for the payment of the towing charge.
- d. **Guest Parking:** All guests of residents are allowed the use of guest stalls for guest parking during the hours of 6:00 a.m. to 1:00 a.m. on a "first come, first serve" basis. Residents may reserve one guest-parking stall per apartment overnight. We have up to a maximum of (6) overnight parking stalls, in the guest parking area on a first-come first-serve basis for the hours of 1:00 a.m. to 6:00 a.m.. Each guest may have up to eight (8) hours (per day) in guest parking unless an overnight pass has been issued. Overnight passes are valid for not more than four (4) **24 hour periods in a one-month period** per apartment, per vehicle and or per guest. The ten-minute parking stall located in front of the "B" building closes during quiet hours from 10:00 p.m. to 6:00 a.m. All vehicles in guest parking must be registered with security within the first 15 minutes of parking there. You may reserve a stall in advance (if available) for a 30-minute period by calling security. Unregistered cars will be towed at owner's expense.

Please note: Guest stalls 10 & 11 is reserve for office use during business hours.

- e. **Bicycles, Etc.:** No vehicles, including bicycles, are to be ridden on walkways, planted areas, or in the park area. Unlicensed motorized vehicles will not be permitted to be operated in the Complex. Skateboards, roller-skates and roller-blades may not be ridden anywhere within the Complex. No wheeled vehicles, including but not limited to, tricycles and children's toys, other than wheelchairs, shall be ridden in the facilities.

- f. **Washing and Repairing Cars, Etc.:** The washing of cars will be permitted only in your personal stall. No hoses are allowed but you may use buckets or similar containers. Guest stall #7 may be reserved between 5:00 p.m. to 10:00 p.m. for washing (no waxing or finishing) vehicles by calling security and must be vacated immediately upon finishing or within one half hour. Minor car repairs or adjustments of the type not requiring specialized mechanical knowledge may be made in your stall. Repairs may not exceed one-day duration or infringe on other House Rules (noise, etc.). All repair items must be confined to your stall and not overflow into a neighboring stall or the common parking lot. At no time is any vehicle to be left unattended when on jack stands. No spray painting is allowed.
- g. **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, officer, employees, agents, or the Managing Agent.
- h. **Damage to Parking Stalls:** Damage to assign parking stall, including damage caused by oil spills or leaks, shall be the sole responsibility of the owner of such stall. The owner shall be required to correct the damage immediately, and to maintain his or her assigned parking stall in a neat and clean condition.
- If the stall owner fails to correct the problem within five (5) days after receiving notice of the problem from the Board or the Manager, the Board or the Manager shall have the authority to correct the problem at owner's expense. Drip pans, cardboard, carpet pieces, or any similar items shall not be used in any stall.
- i. **Rental of Parking Stalls:** Parking stalls may be rented only to residents of Sunset Lakeview and reported to the Manager.
- j. **Speeding:** Any driver who is driving over the speed limit of 5 miles an hour may be cited and/or fined.
- k. **Alcoholic Beverages/Drinking/Eating:** Except as to those times and places determined by the Board, the consumption of alcoholic beverages is prohibited in the common elements of the Complex. No drinking or eating in the common areas is allowed except for reserved facilities (BBQ & Recreational Decks). No alcoholic beverage will be consumed by any person under the age of 21 in accordance with State of Hawaii law.
- l. **Fireworks:** Use of fireworks of any kind anywhere in the Complex is strictly prohibited at all times.

- m. **Barbecuing:** For private parties, reservations must be made in advance at least 24 hours with the office. (Not Security)

Section 5 - Noise and Nuisances

- a. **Noise and Nuisance Prohibited:** No nuisance shall be allowed in the Complex 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 Complex by other apartment owners or occupants.
- b. **Specific Rules:**
 - 1) **Excessive Noise and Objectionable Odors Prohibited:** 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.
 - 2) **Physical Contact:** No unwanted physical contact between residents, guests, employees, and any visitor to the complex will be tolerated.
 - 3) **Parking Lot:** Sounding of vehicle horns, yelling into or out of the buildings or from a walkway, noisy vehicles, loud radios, and similar devices or any other such activity that will disturb residents is not permitted. Car alarms must be set at a reasonable level and duration.
 - 4) **Hours for Workmen:** Work is not allowed in the units or parking lot (to include washing of vehicles) before 8:00 a.m. or after 7:00 p.m. except in an emergency with prior management approval. Construction noise must stop at 5:00 p.m., however, vendors can work quietly until 7:00 p.m. As a friendly reminder, the elevators cannot be used after 4 p.m.
 - 5) **Hours for Reduced Volume for Radios and stereos:** Radios, TV's, stereos, and other audio equipment or device must be played at reduced volume after 10:00 p.m. and before 8:00 a.m.
 - 6) **Departure of Guests, Minimizing Noise:** Guests of any apartment are required to minimize noise when leaving the Complex at night.
 - 7) **Reporting of Excessive Noise:** Excessive noise at any time should be reported to Security and or the Manager immediately.

- 8) **Soliciting Prohibited:** No soliciting, of any kind, including commercial or religious, is allowed in the Complex. Report all solicitations to the Security and or the Manager.
- 9) **Shopping carts:** Carts are for residential use only. Vendors and or contractor may not use the carts. The carts will not be authorized for move in's and move out's. The carts will be available on a first come, first serve, basis. No outside shopping carts are allowed on the Complex.

Section 6 - Safety Considerations

- a. **No Objects to be placed or Left in Common Areas:** Apartment owners, tenants, and guests shall not place or maintain in or upon the common area of the Complex any furniture, children's vehicles or objects of any kind.
- b. **Supervision of Children:** It is advisable that children be accompanied by an adult at all times. Such children play at the Complex at their and their parents' own risk, which may include ingesting poisonous foliage or sharp spines that may grow within the common areas. Parents are responsible for the actions of and will exercise control over their children. Children shall be allowed to play in the preschool playground after 6 p.m. and on weekends.
- c. **Flammable or Dangerous Liquids:** Inflammable fluids such as gasoline, kerosene or explosive materials or articles deemed hazardous to life, limb or property will not be stored anywhere in the Complex including stalls, units or brought into the buildings.
- d. **Fire:** No open fires shall be allowed on the Complex for any reason.
- e. **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.
- f. **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 Complex.

- g. **Right of Entry in Favor of Association:** Every apartment owner, tenant, or guest hereby grants right of entry to the Manager and other persons authorized by the Board, in any event of an emergency originating in or threatening such apartment, or other apartments whether or not such owner or occupant is present at the time.

Section 7 - Aesthetic Considerations

- a. **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 if items project above the lanai wall. Any object above the lanai wall must be of the same color as the wall where placed. Hanging plants will be securely hung such that the point of widest diameter of the container will be recessed at least four (4) inches back from the inner side of the lanai wall and from the top of the lanai ceiling. Containers to prevent soil or water leakage shall be placed under each plant.
- b. **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.
- c. **Trash Disposal:** Food waste shall be disposed of through the garbage disposal, whenever possible. 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 of an explosive, inflammable or caustic nature such as cleaning fluids, Drano, etc., may not be disposed of down the chute. Refuse, garbage or trash of any kind shall not be placed or thrown in any common area of the Complex. Recycling cleaned out waste is strongly encouraged. If an item does not fit down the trash chute it may be hand carried to the trash rooms by contacting security. Bulk disposal items such as appliances or furniture may only be disposed by contacting the Manager for the bulk disposal pickup date. Items may be placed at the bulk item area *the night before scheduled pickup*. The trash chutes may be used between the hours of 7:00 a.m. and 10:00 p.m.
- d. **No Household Objects to be Placed Outside Apartments:** Without limiting the generality of 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.

- e. **No Objects to be Placed in the Common Areas:** No items of personal property, including shoes or slippers at corridors 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 Complex, except as may be specifically permitted by the Declaration, the Bylaws or these House Rules. The Board, and or Manager may remove articles of any kind left in any common area, 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.
- f. **Sewer Lines:** Owners and tenants will not flush sanitary napkins, tampon, paper towels, dental floss, or any other materials down toilets, which may clog sewer lines. The cost of cleaning sewer lines will be charged to the owners if such items are found in the sewer lines.
- g. **Urination/spitting:** Urination, defecation and spitting in common areas is prohibited for health and safety reasons.
- h. **Graffiti/Vandalism:** Graffiti and/or vandalism will not be tolerated anywhere on the property. A reward is offered to individuals who identify or "turn in" offenders.
- i. **Curtains/ Window Hanging:** For uniformity, all window coverings must have a white backing (outside view) or be white in color.
- j. **Object off building:** No objects or articles of any kind may be draped from or dropped, shaken or cleaned from windows, doors, lanais, balconies, stairways, etc., for any reason.

Section 8 - Building Repairs, Maintenance and Modifications

a. Repairs and Maintenance

- 1) **Apartment Owner's Duty to Repair and Maintain:** Every apartment owner shall promptly perform all necessary repair 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. Apartments must be maintained in a clean and sanitary condition, to include control of infestation by roaches and other pests.
- 2) **Repairs Inside of Apartments to be Owner's Expense:** The repairs within each apartment, including all plumbing and electrical equipment, wiring and

pipes, A/C, hot water tanks, telephones, doors, lamps, and other fixtures and accessories belonging to such apartment, including the ceilings, walls and floor coverings of such apartment, shall be at the apartment owner's expense. Damage to any other apartment(s) or the common areas shall also be that particular owner's responsibility.

- 3) **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 or Manager.
- 4) **Modifications, Alterations and Additions:** All modifications or additions to the interior or exterior of any apartment must receive the prior permission of the Board or the designated representative.
- 5) **Signs:** Except as permitted by the Board or Manager, owners or tenants shall not place any signs in or outside of the building or in or upon other common elements. This to include Open House signs. A Real Estate company or agent may place a business card adjacent to the entry-phone with the unit's apartment number.
- 6) **Board May Require Plans and Specifications:** The Board may require the presentation of plans and specifications prepared by a registered architect or engineer for the alteration of an apartment prior to approval.
- 7) **No Attachment of Objects to the Exterior Without Continuing Board Approval:** No owner or tenant, except with the continuing written consent of the Board, shall permit the attachment, hanging, projection or protrusion of any object, including garments, wiring or other device, machines, or other equipment or appurtenances on exterior of the building or protruding through the walls, windows or roof thereof.
- 8) **Board may Require Removal of Unauthorized Work:** The Board may inspect any work and may order removal of any work which has not been approved or which may adversely affect the common elements or the exterior appearance of the Complex.
- 9) **No Roof Access:** No person whatsoever (other than authorized tradesmen, technicians and Association employees) shall be allowed on the roof of the Complex for any purpose.
- 10) **Air conditioning:** Air conditioning units may be installed in the windows of the non-walkway side of the building. The Air conditioning unit may be placed at any location as long as it is installed in a manner that is safe and will

not fall. Air conditioner installation must include a method of preventing dripping to lower lanais, or down the building exterior causing unsightly stains. Installation must also include a method that will not weaken the window frame causing it to be unstable. Outside wood or metal framing must match the color of the building. Entire windows may not be enclosed; only in the area that the air condition is located may use bracing. On the walkway side of the building portable air conditioners (those that do not install in a window but sit on room floor) may be used with ventilation on the top jalousie only.

Section 9 - General Rules and Regulations

- a. **Registration of Occupants:** Owners, tenants and other occupants shall file their names, addresses, phone numbers and signatures with the Manager immediately upon purchasing and/or taking occupancy of an apartment and must cooperate with the Manager's office in keeping all registration information current, and must furnish the Board of Directors, and/or Manager with such other reasonable information as shall be requested from time to time.
- b. **Elevators:** You must have a \$200.00 deposit on file in order to use the elevators **when moving in and out of complex.** All deliveries will require a deposit of \$150.00. Smoking, eating, drinking, and joyriding are strictly prohibited within the elevators.
- c. **Moving/Delivery Items:** All moves and deliveries must be scheduled with the office. Any unscheduled move or delivery will be turned away even if the elevator is not being used. Small deliveries may be scheduled the same day. This includes items going out of the building to bulk pickup. Moving hours are from 8:00 a.m. to 4 p.m. seven days a week. No moving or deliveries will be allowed on New Years Day, Independence Day, Thanksgiving Day, Hanukkah, and Christmas Day. After moving hours, no bulky items can be brought into the building, only small hand carried boxes and hand carried bags will be allowed. No items can be placed or left in the lobby or hallways. Delivery trucks, Uhauls, or other such delivery vehicles must be signed in with security when on property prior to moving any item in.
- d. **Vendors:** Owners should first try to park vendor vehicles in their own assigned stall or on the street. Only if a stall is available will vendors have authorization to park in guess parking. Vendors must register with security or the Manager.
- e. **Access to Apartments by Managing Agent and Manager:** The Managing Agent and Manager are not required to give access to apartments or buildings and may require written permission and waiver of liability from the apartment owner, tenant,

or other occupant before agreeing to hold keys for such purposes. It is at their discretion if they choose to do so.

- f. **Employees of the Association:** Employees of the Association are under the direction of the Manager; during prescribed hours, they shall in no case be diverted to the private business or employment of any owner, occupant, tenant, or guest. No employee shall be asked by an owner, occupant tenant, or guest to leave the common elements. **Threats, intimidation, harassment, verbal and or physical threats to any employee are prohibited.** Employees are not authorized to work in any unit at any time, even during their off hours.
- g. **Fire and Other Emergency:** If the immediate service of the police, fire, paramedics, ambulance, or doctor is required, that agency should be called directly. Any emergency, particularly such emergencies as flooding, fire, and theft, should be brought to the immediate attention of the Manager or any security personnel on duty. Security should be called *after* the emergency service is called. Fire alarm boxes are located in each hallway. Fire alarm boxes are for emergencies only.
- h. **Storage:** There is limited storage space available for resident use. All storage in the common storage area is done at the sole risk of the occupant. All storage will be clearly identified with the name and unit number and properly packaged. You must call the office and make an appointment to access the storage area. All items left in storage twenty-four (24) hours after the unit has been vacated will be considered abandoned and items disposed of.
- i. **Screen washing area:** There is an authorized area for washing window screens and other like items behind the “B” building. Washing items of any kind in any other area is prohibited (except vehicles in stalls). Contact the office or security for assistance.
- j. **Loitering:** Loitering is strictly prohibited. Loitering is being in any area longer the 10 minutes unless it is a reserved facility area.
- k. **Fences/wall:** Scaling any fence or wall surrounding or on the Complex is prohibited.
- l. **Firearms:** The Brandishing of any item or weapon in a threatening manner, or the discharge of any weapon or firearm is strictly prohibited anywhere on property. All weapons requiring a City, County and/or State registration must submit a copy to the office.
- m. **Birds/Cats:** Feeding non-domesticated birds and/or cats are prohibited.

Section 10 – Recreational Facilities:

- a) **Facilities:** The facilities include the recreational decks, saunas, BBQ area, playground, “B” building conference room, and all other common areas of the property. Hours of use are from **9:00 a.m. to 10:00 p.m., Sundays through Saturdays**. The resident must accompany guests at all times in the facility.
- b) **Membership:** All units have the right to use the facilities after a \$25.00 deposit is on file with the Manager. Hours, Reservations and Waiver of Liability’s must be made with the office. Table and Chairs are available upon request. Those who do violate this rule will be denied access to the facilities or expelled from them.
- c) **Damage:** Any damages to the facilities will be deducted from the deposit. Any damages over the deposit will be billed to the unit. The right to use the facilities will be withheld until all damages are paid for.
- d) **Time Limitations:** The Game Rooms have a two (2) hour limitation per unit per day. The Sauna’s have a 45-minute time limitation per usage.
- e) **BBQ:** The BBQ grills are free for the first hour and a half (1 ½ hours). Thereafter a \$10.00 per propane grill charge will apply to help cover the cost of the propane. **Private parties can be scheduled with the office during normal office hours.**
- f) **Fitness Center: Membership:**
 1. Apartment owners who occupy their apartments and their immediate families residing in the apartment are eligible.
 2. Tenants that are on a valid and dated lease under an assigned unit and all family residing in the apartment that are registered with the office are eligible.

Registration/Fees: The right to use the Fitness Center at Sunset Lakeview shall be in effect only after the individual names have been registered with the office and they have received an Orientation Session. The Orientation Session will include completing a liability waiver form, fees due, and a general orientation of the fitness center and operation of the equipment.

A user fee of \$10.00 (ten dollars) *per person, per month* is required to help offset the cost of the equipment and upkeep of the Center. This fee is for one calendar month. If membership is not paid for by the 5th of every month privileges will be suspended until such time fees are paid. Regardless of when paid, fees only apply for the month in effect.

General Information:

1. Open 24 hours.
2. Any radios, walkman-like devices and like items must be used with headphones if others are in the room in order to not bother other members.
3. The TV be in control by the first person signed into the room.
4. Only 4 (*four*) people may be registered in the Center at a time. Only members are allowed in the Center.
5. Proper attire must be worn in the center, including rubber-soled shoes such as athletic footwear. Street shoes, zories, flip flops, slippers and other non-appropriate footwear are not allowed when exercising in the Fitness Center.
6. Smoking is not allowed.
7. For reasons of safety, no glass containers may be brought into the Center. Plastic bottles containing water may be used.
8. The Sunset Lakeview staffs are not registered or licensed medical personnel and we strongly recommend that before starting a fitness program you receive a physicians consent and permission before using the facility.
9. A clean dry towel is required for all members to help control perspiration on the equipment. You will not be signed into the Center without one.
10. In the interest of personal hygiene, cleaning solution and towels will be available to wipe down the machines when you are finished using them. If you do not wipe down the machines, privileges can be suspended and or terminated. The cleaning towels supplied are not a substitute for a member's personal towel.
11. No one consuming alcoholic beverages or under the influence of alcohol will be allowed in the Center. Anyone appearing to be under the influence will be asked to remove themselves from the Center for their own safety and for the safety of others. If this request is not followed, security may call the police to have such persons removed.

The spirit of good sportsmanship shall rule and govern all activity within the Fitness Center. Members who know that they are not going to be able to meet their reserved times are asked to please cancel in advance.

Fire Exits: Both the entry door and glass doors are to remain unlocked while the Fitness center is in use.

Miscellaneous Information: Liability Release forms are required for all individual that use the Center. Anyone under 18 years of age must have the form signed by a parent or legal guardian. Proof of relationship may be required. Parent or guardian must give written consent for anyone under 18 to be able to use the facility without them present.

If any of the Fitness Center rules are not followed privileges can be suspended. All fees are non refundable.

g. **Pools:** Pool use is at the risk of the individual, there is no lifeguard.

Specific Rules:

- 1) Pool hours are from 9:00 a.m. to 10:00 p.m. daily.
- 2) Swimming is at your own risk. Occupants are completely responsible for the safety of all residents of their unit and their guests. Only competent swimmers will be allowed in the pool areas regardless of age.
- 3) The pools are for the exclusive use of residents and their guests.
- 4) Intoxicated individuals will not be allowed use of the pools or allowed in the pool areas.
- 5) Showering is required before entering the pool. Suntan oil, Bobbie pins, and other such materials must be removed prior to using the facilities.
- 6) For the enjoyment of all, spitting, blowing the nose and similar acts are prohibited.
- 7) Any individual afflicted with a disease that is generally accepted by the medical community to be a communicable disease through casual contact shall be excluded from use of the swimming pools. This would include any individual wearing any type of apparatus for a physical impediment or health problem that would be considered to pose a hazard if contact was made. It is not intended to prohibit use of the pool by any individual so long as no health hazard is posed to other pool users.
- 8) Running, screaming, dive-bombing, horseplay, and other boisterous activities are prohibited.
- 9) Jumping off of or diving off of any wall, chair, overhang, or like item is not allowed.
- 10) Swimming aid devises for individual learning to swim are allowed. Additionally, masks, snorkels, and fins are allowed. Any and all other items are prohibited.
- 11) Swimmers must dry off and clothe themselves appropriately before leaving the pool areas.
- 12) Appropriate swimwear must be worn at all times by individuals who may not be able to control their bladder functions.

- 13) No smoking or eating is allowed. However, non-alcoholic beverages are allowed in plastic containers only.
- 14) No nude sunbathing or swimming is permitted.

FOR SAFETY REASONS, POOR VISIBILITY, AND NO LIFEGUARD, THE BOARD OF DIRECTORS STRONGLY URGES THAT AN ADULT WHO IS A COMPETENT SWIMMER ACCOMPANY INCOMPETENT SWIMMERS TO THE POOLS.

h) Dog Park Policies: pet owners must register dog and furnished shots record with the office during business hours.

1. Use caution when entering and exiting the park for other dogs and owners.
2. Leave the gates closed at all times.
3. Secure gates when you are between them so other dogs cannot get out.
4. All dogs must be on leash between gates and when entering and exiting.
5. Keep your dog on leash when entering park. Allow dogs to greet each other before taking off leash. Most aggression will occur at first greeting. Have control of your pet.
6. All dogs in park must have their dog ID. The ID's are for the health and safety of all animals.
7. No food items, pet or human, are allowed in the dog park.
8. An authorized person must supervise all pets. At no time is your pet to be left alone in the park and out of sight.
9. All pets must be registered and current on vaccinations.
10. No pet "In-season" may enter in or around the park.
11. "Promptly" clean up after your pet and yourself as to not impose on others. Use bags to dispose of waste.
12. Please help by bringing extra bags to the park for others and leaving in the bag area.
13. ANY display of aggression, remove pet from park immediately.
14. No alcohol is allowed in any portion of the park.
15. No play, other than dog play, is allowed in the dog park.
16. No visiting dogs allowed in park.
17. PLEASE BE A RESPONSIBLE PET OWNER FOR EVERYONE'S ENJOYMENT

Sunset Lakeview Dog Wash Policies

1. Turn water off between use to conserve water and reduce mud.
2. Clean area up when done.
3. Please remove all dog hair from tub and deck area.

4. Spray all soap and foam down drain.
5. Report any item that is broken immediately so it can be repaired.
6. PLEASE BE A RESPONSIBLE PET OWNER FOR EVERYONE'S ENJOYMENT

MANAGEMENT RESERVES THE RIGHT TO HAVE ANY PERSON OR PET REMOVED FROM THE PARK AT ANY TIME WITHOUT NOTICE.

i) Privileges denied: The Manager has the right to suspend the use of the facilities for repeated House Rule violations or serious violation of the House Rules. Withholding the use of the facility applies to all members of the unit and not just one member. Privileges may be withheld for up to six months.

Section 11 - Violations of These Rules

a. Reporting Violations and Damages

- 1) **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 Security and or the Manager.
- 2) **Damage to Common Areas:** Damages to common elements or common areas shall be surveyed by the Board or the Manager at the direction of the Board and the cost of repair or replacement and any legal fees incurred may be assessed by the Board against the person or persons responsible, including, but not limited to any apartment owner for damages caused directly or indirectly by his tenants or such apartment owner's or family members, domestic agents, or guests.

b. The Violation of These Rules and Regulations Shall Give the Board, the Managing Agent or Their 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, Manager or their agents shall not thereby be deemed guilty in any manner of trespass.
- 2) **Right to Institute Legal Proceedings:** 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 12 - Fining System

In order to enforce the House Rules, the Board of Directors establishes the following fining system:

- a. **General Provisions:** The provisions of this fining system shall be applicable to all Sunset Lakeview Owners, occupants, 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.
- b. **Responsibility for Fines:** All owners are responsible for the actions and behavior of their tenants and guests and for payment of all fines levied.
 - 1) 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.
 - 2) 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 reasonable attorney's fees.
- c) **Fining Guidelines:** Each Violation of these House Rules is subject to a fine as listed in the fining section in the back of the House Rules. All fines must be paid in full within 30 days.
 - 1) Failure to pay a fine in full or on time as described above will result in the levying of an additional fine of \$10 per month that the fine is not paid.
 - 2) If you wish to appeal a fine levied against you, you must submit a written request with the Manager or Managing Agent within 30 days of the fine.
 - 3) The Review Committee will investigate all sides of the event leading to the fine and decide on a course of action, which may include but is not limited to keeping the fine as is.

- 4) The accused violator shall be given the opportunity to appear before the Board to appeal the violation within forty-five (45) days of the Board receiving their written request. 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 days (30) of the violation and/or fine, the violator and/or owner shall be forever barred from contesting the fine.
- 5) The owner and/or occupant will be notified of the action taken by the Board regarding the matter. A fine levied due to the violation of the House Rules is due 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 above and to the normal delinquent collection process.

Section 13 - Enforcement:

The Resident Manager and Managing Agent have authority to administer these House Rules as delegated to them by the Board of Directors.

Should the Resident Manager and Managing Agent's continual request for compliance to these House Rules become useless and violations continue by residents, the Board of Directors will pursue House Rule compliance with legal counsel and resulting legal fees shall become the responsibility of the specific unit owner pursuant to Section 514A-94(a) (3), Hawaii Revised Statutes, the Condominium Property Act.

Section 14 - Eviction:

When in the opinion of the Board of Directors, a resident is unable to conform to the Bylaws and House Rules, as demonstrated by documented, repeated and/or numerous violations, the Board of Directors shall direct the immediate eviction of such resident without incurring liability for loss of rental income or other damages thereof. The Board of Directors reserves the right to institute legal action to obtain a temporary and/or permanent injunction barring such from the Complex without incurring liability for damages thereof.

Section 15 - Exemptions for Handicapped Persons:

Notwithstanding anything to the contrary contained herein, handicapped residents shall: (1) be permitted to make reasonable modifications to their apartments and/or the common elements, at their expense, if such modifications are necessary to enable them to use and enjoy their apartments and/or the common elements, as the case may be; and (2) be allowed reasonable exemptions from these House Rules, when necessary to enable them

to use and enjoy their apartments and/or the common elements, provided that any handicapped resident desiring to make such modifications or desiring such an exemption shall so request, in writing. That request shall set forth, with specificity and in detail, the nature of the request and the reason that the requesting party needs to make such modification or to be granted such an exemption. The Board of Directors shall not unreasonably withhold or delay its consent to such request, and any such request shall be deemed to be granted if not denied in writing, within forty-five (45) days of the board's receipt thereof or of any additional information reasonably required by the Board in order to consider such a request, whichever shall last occur.

Section 16 – Fining System

All House Rule violations carry a fifty-dollar (\$50.00) fine unless indicated below. Clean-up charges for any House Rule violation are \$45.00 per occurrence or per hour, whichever is applicable. Fines and cleanup charges do not include the cost of any repairs or replacement of damaged property. The cost for repair, and/or replacement of any Association property will be in addition to the fine charges.

Section 2 – 1	Pets	\$100.00
Section 4 – b	Security Gates	\$100.00
Section 4 – e	Bicycles, Etc.	\$250.00
Section 4 – k	Alcoholic Beverages/Drinking/Eating	\$150.00
Section 4 – l	Fireworks	\$250.00
Section 4 – m	Barbecuing	\$100.00
Section 5 – b, 2	Physical Contacts	\$250.00
Section 6 – c	Flammable or Dangerous Liquids	\$250.00
Section 6 – d	Fire	\$250.00
Section 7 – g	Urination/defecation/spitting	\$150.00
Section 7 – h	Graffiti/Vandalism	\$250.00
Section 7 – J	Item off building	\$250.00
Section 8 – a, 1	Apartment Owner's Duty	\$100.00
Section 9 – f	Employees of the Association	\$250.00
Section 9 –k	Fences/Walls	\$100.00
Section 9 – l	Firearms	\$500.00
Section 10 – f, 10	Jumping, diving,	\$250.00

The Board shall make such other rules, fines, and regulations from time to time or amend the following House Rules, as it deems necessary or desirable.

**Sunset Lakeview
Notice to Residents and Owners
Camera Policy Statement**

Over a period of time, a number of cameras have been installed at various places around Sunset Lakeview, the primary purpose of which is to deter intentional criminal and vandalism activity. Accordingly, the Board of Directors has adopted the following policy:

- A. The Association has installed surveillance cameras in order to deter and assist in the prosecution of criminal acts.
- B. The cameras may not be monitored on a continuous basis and the Association assumes no responsibility for notifying police or other emergency services of incidents which occur in the surveillance areas.
- C. A digital record is made of the cameras' observations. The surveillance digital records are intended solely for assistance in the identification of persons committing criminal acts against the Association and not for any other purpose.
- D. If a complaint is filed with the police department concerning any incident on the property, copies of the relevant surveillance digital record shall be provided to the police and/or prosecutor's office upon request. If such a request is received, the videotape will be reviewed by the management or other person designated by the Board and a copy of the relevant portion of the digital record will be provided, at resident's cost.
- E. Upon written request, copies of surveillance digital records may be provided to other persons at the discretion of the Manager. The Managers' decisions may be appealed to the Board of Directors by written request delivered to the Managers' office within 72 hours of receipt of the denial. The relevant portion of such tape (s) shall be kept until such time as the Board of Directors rules on the appeal.
- F. Surveillance digital records shall be kept for approximately fourteen days. If no complaint is received of any damage or loss during that time period, such digital records may be recorded over.

- G. The Association, its officers, directors, employees and agents shall not be liable to any person under any circumstances whatsoever in the event that the surveillance system malfunctions or otherwise fails to provide identification of an alleged perpetrator, including but not limited to erasure or use of the digital records at any time.
- H. The Association, its officer, directors, employees and agents make no warranty whatsoever, express or implied that the surveillance system will result in the identification or apprehension of a perpetrator or will prevent a criminal act from occurring.
- I. The video cameras observing areas are not for safety purposes and may not be monitored on a continuous basis.