

# WAIKIKI TOWNHOUSE HOUSE RULES

## ARTICLE I, ENFORCEMENT

Section 1. Authority. Compliance with the House Rules (HR) is required by Section 514-7, Hawaii Revised Statutes (HRS), and Section 1 of the Declaration of Horizontal Property Regime of Waikiki Townhouse (Declaration).

Section 2. Costs of Enforcement. In accordance with Article V, Section 5, of the By-Laws, the cost of enforcement is the obligation of the apartment owner responsible for the conduct of the person violating the HR. Additionally, Chapter 514, HRS, provides, in part: “All costs and expenses, including reasonable attorney’s fees, incurred by or on behalf of the Association for: (3) Enforcing any provision of the declaration, By-Laws, HR and the Horizontal Property Act; against an owner or any occupant of an apartment shall be promptly paid on demand to the Association by the apartment owner; ....”

Section 3. Receipt for HR. Each owner shall be provided a copy of the HR by the Resident Manager (RM) and shall receipt for the same. The terms of any written lease between an owner and a lessee shall incorporate the HR by reference and require compliance by the lessee. Each owner shall provide a copy of the HR to any person occupying his apartment for any length of time.

## ARTICLE II, DEFINITIONS

Section 1. Owner. “Owner” means (i) the person or persons holding legal title to an apartment, (ii) the lessee of an apartment under the terms of a lease filed with the Board of Directors (BOD), and (iii) the purchaser of an apartment pursuant to an agreement of sale recorded in the Bureau of Conveyances. One or more of the above conditions may apply to one person.

Section 2. Lessee. “Lessee” means a person occupying an apartment pursuant to the terms of a written or oral lease not filed with the BOD as referenced in Section 1 (ii).

Section 3. Guest. “Guest” means a person, other than an owner or a lessee, on the premises pursuant to invitation of an occupant owner or occupant lessee.

Section 4. Occupant. “Occupant” means (i) any person lawfully occupying an apartment, for any period of time, whether otherwise defined as an owner, lessee or guest, and (ii) an owner entitled to possession of any apartment not leased by such owner to another person.

Section 5. Person. “Person” means an individual, firm, corporation, partnership or other legal entity.

Section 6. Premises. “Premises” means the entire condominium project, consisting of apartments, common elements and limited common elements.

[Section 7. Common Elements.](#) “Common Elements” is defined in Section A2 of the Declaration and includes, among other things, the land, yards, ground, landscaping, refuse facilities, driveways, sun decks, and mezzanine balcony.

## [ARTICLE III. GENERAL](#)

[Section 1. Registration.](#) Owners occupying an apartment for any period, guests occupying an apartment for more than five consecutive days, and lessees must register with the RM at the time of commencement of occupancy. Registration shall consist of filling out a registration form containing such required information as the BOD may from time to time specify. Owners are required to insure registration of their lessees, and guests required by this section to be registered.

[Section 2. Non-occupant Owner and Lessee.](#) A non-occupant owner or non-occupant lessee shall not be permitted to use the parking area, or other common elements, except as a guest for an occupant owner or an occupant lessee.

[Section 3. Invitations to Guests.](#) Guests may be invited onto the premises only be an occupant owner or occupant lessee and not by a guest, non-occupant owner or non-occupant lessee.

[Section 4. Guests Use of Facilities.](#) Guests may not use the common elements unless accompanied by an adult host occupant owner or occupant lessee. Guests may not under any circumstances use the parking area.

[Section 5. Noise.](#) No person on the premises shall make any noise or engage in any loud or offensive conduct which shall disturb or annoy any owner or lessee.

[Section 6. Responsibility of Owner.](#) Owners shall be responsible for insuring compliance by their lessees and guests with the HR. Owners shall be responsible, including liability for damages, for the conduct of their lessees and guests.

[Section 7. Solicitation.](#) No soliciting of goods or services or religious or political causes shall be permitted on the premises.

[Section 8. Keys to Apartments.](#) Each owner shall, at the time of commencement of occupancy or thereafter whenever the lock shall be changed, provide the RM with a key to his or her apartment to allow access to the apartment in accordance with Section 514-6 (f), HRS, for operation of the premises or making emergency repairs. In the event an occupant is locked out of his or her apartment, the RM shall open the apartment door for such person upon request provided (i) the RM has been furnished a key to the apartment in accordance with the first sentence of this section, (ii) the RM has personal knowledge that the person locked out is the occupant owner or lessee of that apartment or a member of his or her family, and (iii) the RM shall collect a fee before opening the apartment to be paid to the RM, of \$5 for opening an apartment during the RM’s regular office hours (9am-5pm) and \$15 for opening an apartment after such regular office hours (5pm-9am).

[Section 9. Authority for Access.](#) The RM shall not comply with any request by an owner or lessee to permit anyone temporary access to his or her apartment unless the request

shall be in writing signed by the requesting owner or lessee. In any case, the RM is not required to give access until Article 3, Section 8 has been fulfilled.

[Section 10. Waterbeds.](#) Waterbeds shall not be used in any apartment until written evidence of insurance in the amount of \$100,000 to cover damages to other property is submitted to the Managing Agent.

[Section 11. Exterior Surfaces.](#) No awnings, shades, screens, venetian blinds, window guards, radio or TV antennae, or other objects shall be attached to or hung from the exterior of the buildings or planters or protruding through the walls, windows or roofs thereof, and no notice, advertisement, bill, poster, illumination, display or other means of visual communication shall be inscribed or posted on or about the premises (except within apartments in locations not visible from the outside of the buildings) or from the exterior of the buildings, whether or not visible from the outside of the buildings, except such as shall have been approved in writing by the BOD, which approval may be granted or refused in the sole discretion of the BOD, nor shall anything be displayed or projected from any windows of the buildings without similar approval.

[Section 12. Lanais.](#) Only appropriate lanai furniture and small plants may be placed on the lanais. Charcoal barbecue grills are strictly prohibited; gas or any electric grills are permitted. No clothes or unsightly objects may be hung to dry on the lanai or lanai railing. The lanai may not be used for storage purposes. A resident shall remove any object that is judged unsightly by the RM upon request.

[Section 13. Air Conditioning.](#) No occupant shall install any wiring for electrical or telephone installation, or install any machines or additional air conditioning units, or other equipment or appurtenances whatsoever on the exterior of the project or protruding through the walls, windows or roofs thereof, whether or not visible outside the buildings. No additional air conditioning unit may be installed in any apartment without the approval of the BOD, which approval shall be given only if the proposed installation is in accordance with the air conditioning installation drawings prepared or otherwise acceptable to the project architect.

[Section 14. Draperies.](#) The outside of all draperies or curtains nearest the windows or opening facing toward the exterior of the building shall be white in color to enhance the outward appearance of the buildings. Draperies and curtains shall not be permitted to protrude to the exterior of the buildings from open windows.

[Section 15. Venetian Blinds.](#) The side of all venetian blinds, louvered shutters and the like nearest the windows or openings facing toward the exterior of the buildings shall be white in color to enhance the outward appearance of the buildings.

[Section 16. Glass Tint; Window Surfaces.](#) No glass tinting is allowed on any exterior windows of the apartment without written authorization from the BOD.

[Section 17. Nameplates.](#) Nameplates, initials or other personal identifying signs or letterings shall be placed on the outside of exterior doors or walls or on windows visible from the exterior of the buildings or on parking stalls.

[Section 18. Deliveries.](#) The RM shall not accept deliveries of mail or personal property on behalf of any occupant. The Association, BOD, Managing Agent and employees thereof shall not be liable for loss or damage to packages or other deliveries left in halls, at doors of apartments or any undesignated place on the premises, nor for any article left with any employee, nor for any personal property of an occupant placed or left in or about the common and limited common elements.

[Section 19. Dusting and Sweeping.](#) Garments, rugs, mops or other objects shall not be dusted or shaken from windows or lanais, stairways, corridors or fire escape areas of the buildings or cleaned in the common or limited common elements. Dust, rubbish, or litter shall not be swept or thrown from any apartment or any other room of the buildings into or unto the common or limited common elements. Nothing shall be thrown or emptied by any person out of windows or doors into or unto the common or limited common elements.

[Section 20. Apartment Maintenance.](#) The repairs or maintenance of apartment interiors is the responsibility of the apartment owner. No Association of Managing Agent employee shall be asked during his or her hours of employment to repair or maintain any apartment, except when an emergency threatens damage to other apartments or the common or limited common elements.

[Section 21. Activity on Premises.](#) Nothing shall be allowed done or kept in any apartment or common or limited common element 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 nuisance be engaged in on the premises.

[Section 22. Combustible Substances.](#) No explosives of any nature whatsoever, including without limitation fireworks and black powder, shall be brought unto, stored or used on the premises. No highly combustible substances, such as petroleum products, except of such nature and in such a limited quantity as our usual and incidental to the occupancy of an apartment as a private residential dwelling, and except for petroleum products in vehicles shall be brought onto, stored or used on the premises.

[Section 23. Refuse.](#) Trash compactors provided in each apartment are to be used according to the instruction provided. The trash package produced by the compactor shall then be disposed of in the trash bin at street level. Trash shall be secured in bags before being placed in the trash bin. Highly combustible substances, such as paint, petroleum products and the like, shall not be placed in the trash bin or otherwise disposed of on the premises by placing in any drain or sewer facility.

[Section 24. Liability for Damage.](#) Each owner shall be liable to the association for all costs and expenses, including attorney's fees, incurred by or on behalf of the Association to repair, replace or restore any damage to or destruction of the common or limited common elements, which damage or destruction was contributed to or caused by the owner or anyone on the premises pursuant to the invitation or authority of such owner.

[Section 25. Association Disclaimer of Liability.](#) The Association, the BOD and all agents and employees thereof shall not be liable in any matter whatsoever for loss of or damages

to any personal property of or injury to or death of any person on the premises, whether such loss, damage, injury or death occurs in an apartment, or in the common or limited common elements, unless such loss, damage, injury or death shall have been due to the sole fault or negligence of the Association, the BOD or any agent or employee thereof.

## ARTICLE IV. COMMON AND LIMITED COMMON ELEMENTS

Section 1. Reservation. No common elements may be reserved.

Section 2. Obstruction of Ingress and Egress. The driveways, sidewalks, vehicle lanes, passageways, walkways, lobby entryways, elevators, stairs and common corridors are for ingress and egress only and shall not be obstructed or used for play. No items of personal property, except as otherwise allowed by the HR or the Declaration or By-Laws, shall be placed or left in any of the areas specified in this Section 2.

Section 3. Doormats. No owner or lessee may place doormats or any other personal property outside of the entry door of his or her apartment.

Section 4. Moving. All moving involving a commercial mover or large items of furniture must be scheduled at least twenty-four hours in advance with the RM. Such moving may only take place during the hours of 8am-5pm, Monday through Saturday. Only the single padded elevator designated by the RM as the freight elevator may be used for moving any item larger than can conveniently be carried by hand without obstructing the normal use of the elevator by other persons.

Section 5. Elevators. Bicycles and surfboards are not permitted in any elevator other than a designated freight elevator. No motorized mode of transportation, other than a wheelchair, shall be allowed the use of any elevator at any time. No person shall smoke, drink or eat in any elevator.

Section 6. Lobby Desk Area. The lobby desk area is not for resident use. Business involving the Waikiki Townhouse may be conducted there only with the permission of the RM.

Section 7. For Sale Signs. No owner, lessee, or other person at his or her direction shall place a "For Sale," "For Rent," "Open House" or similar sign on the premises, except in the space provided therefore on the bulletin boards referred to in Section 8 below.

Section 8. Bulletin Boards. Bulletin boards shall not be placed in the common or limited common elements except as designated by the BOD. All notices, announcements and the like must be approved by the RM prior to posting. Each must be dated, not larger than 3"x5" (unless approved by the RM), and not offensive to other persons. Unless extended by the RM the maximum period for posting shall be two weeks.

Section 9. Fire Equipment. Fire doors must remain closed at all times. Tampering with fire alarms and other fire safety equipment is a criminal offense for which the BOD will recommend prosecution.

Section 10. Bicycles and Tricycles. Bicycles shall not be ridden on the premises and shall

be transported only in the freight elevator. Bicycles may be stored in the occupant's apartment. Tricycles, other children's riding toys and skateboards may not be ridden in or left about any of the common or limited common elements, except that they may be stored in the occupant's apartment.

## ARTICLE V. VEHICLES AND PARKING

Section 1. Vehicle Definition. For purposes of this Article the term "vehicle" shall mean automobiles, trucks, motorcycles, motorbikes (mopeds) and other similar motorized transportation devices.

Section 2. Vehicle Operation. The vehicle speed limit on the premises is 5 mph maximum. Drivers shall observe all traffic signs, exercise extreme caution for the safety of pedestrians and operate the vehicles quietly.

Section 3. Vehicle Condition. All vehicles, boats and boat trailers on the premises shall be in operating condition with current license and safety inspection sticker as required by law. All vehicles shall be equipped with an effective muffler.

Section 4. Parking Stalls and Registration. Owners' and lessees' vehicles shall be parked only in designated stalls within the parking marks. Stalls "striped" for parallel parking may not be used for head-on parking. All vehicles parked on the premises must be registered with the RM and shall display a Waikiki Townhouse sticker on the left side of the rear bumper in clear view. Guests or residents may not use the parking facility of the Waikiki Townhouse.

Section 5. Loading Zones. Designated loading zones may be used by occupants for periods not to exceed 10 minutes.

Section 6. Unauthorized Parking. Vehicles parked in parking stalls other than as authorized by Section 4 above, or for more than ten minutes in the loading zones, or in any other location on the premises, and vehicles not possessing a current license, safety inspection sticker and current Waikiki Townhouse registration will be considered to be parked on private property without authorization and may be towed away from the premises at the vehicle owner's and driver's cost, risk and expense.

Section 7. Vehicle Repair. No major repairs may be made to any vehicle on the premises. For purposes of this section "major repair" is defined as a repair that may involve excessive noise, or spillage of oil or take more than one hour to complete. In any case, the RM is authorized to prohibit repairs which in his judgment are annoying in any way.

Section 8. Vehicle Washing. No vehicle may be washed on the premises.

Section 9. Parking Stall Cleanliness. Residents are responsible for the cleanliness of their designated stalls, including the removal of any grease or oil build-up. The RM will notify residents of unclean parking stalls. If the resident does not clean the stall within 15 days of the notice, then the Association will have the parking stall cleaned and bill the resident for the cost. If the resident does not pay the bill promptly, they will lose their parking privilege.

## ARTICLE VI. PETS

Section 1. Restriction on Pets. Only owner/occupants may keep pets on the premises, complying with this section. Lessees and guests may not bring pets onto the premises or keep pets in residence. No livestock, poultry, rabbits or other animals whatsoever shall be allowed or kept in any part of the premises except that those particular dogs, cats or other household pets present on the premises and registered with the Association, and registered guide dogs in the custody of a blind person, may be kept by the apartment owners and occupants in their respective apartments but shall not be kept, bred or used therein for any commercial purposes nor allowed on any common or limited common element except in transit when carried or on a leash, provided that any such pet causing a nuisance or unreasonable disturbance to any other occupant of the project shall be permanently removed therefrom promptly upon notice given by the BOD or Managing Agent.

Section 2. Control of Pets. For those pets permitted on the premises by Section 1 above, the following shall apply:

- a) Pets shall be walked off the premises.
- b) When in elevators or in any common or limited common element, pets shall be hand carried or on a short leash.
- c) Pet waste must be disposed of in toilets or appropriately off the premises.
- d) The pet owner shall be responsible for the cost and expense of repairs and cleaning of common and limited common elements incurred by the Association as a result of damage by such pet.

## ARTICLE VII. SUN DECK AREAS (ROOF)

Section 1. Food and Beverages. No food is allowed at any time in the sun deck areas. Beverages must be in containers other than glass.

Section 2. Clean up. Any occupant or guest using a sun deck shall leave it clean and orderly.

Section 3. Noise. Loud noise of any kind shall be avoided at all times. Radios and tape players must be played at a soft level.

Section 4. Hours of Operation. Hours of operation shall be 8am-7pm. Activity of any kind on the roof is prohibited between 7pm and 8am except for emergencies supervised by the RM.

(Transcribed and edited without BOD approval by Robert Moses, REALTOR®, CRS, Moses Realty 1-808-941-0191, robert@mosesrealty.com All Rights Reserved (waikiki townho house rules10/02)