

# **WAIKALANI WOODLANDS AOAO**

## **HOUSE RULES AND REGULATIONS**

**Effective March 1<sup>st</sup>, 2017**



**Office Phone: (808) 623-1532**

**24-Hour Security Dispatch: (808) 623-1500**

# **IMPORTANT**

## **MOST COMMON HOUSE RULE VIOLATIONS**

- 1. NO MOVING OR DELIVERIES ALLOWED ON SUNDAYS, HOLIDAYS AND ANYTIME BETWEEN 6:00 PM – 8:00 AM**
- 2. NO CONSTRUCTION, USE OF POWER TOOLS, NOISY REPAIRS AND/OR MAINTENANCE ALLOWED ON SUNDAYS, HOLIDAYS AND ANYTIME BETWEEN 6:00 PM – 8:00 AM**
- 3. EXTREME QUIET HOURS ARE FROM 10:00 PM TO 8:00 AM – PLEASE EXERCISE CONSIDERATION DURING THIS TIME**
- 4. ALL VEHICLES PARKED IN VISITOR PARKING MUST SIGN IN AT THE LOBBY OF BUILDING THEY ARE VISITING**
- 5. RESIDENTS ARE NOT ALLOWED TO PARK IN VISITOR PARKING OF THE BUILDING WHICH THEY RESIDE**
- 6. ANY VEHICLE PARKED IN VISITOR PARKING AFTER MIDNIGHT MUST HAVE AN OVERNIGHT PASS DISPLAYED ON THE DASHBOARD – YOU MUST CALL SECURITY AT 623-1500 FOR AN OVERNIGHT PASS**
- 7. LOADING ZONE PARKING IS LIMITED TO 30 MINUTES OR LESS**

**WAIKALANI WOODLANDS  
HOUSE RULES  
(Effective March 1, 2017)**

The Board of Directors ("Board") of the Association of Apartment Owners of Waikalani Woodlands ("Association") acting in accordance with Articles IV and X of the Association's By-Laws has approved and adopted these Revised House Rules, effective March 1, 2017 which will concern and govern all occupants, owners, their families, tenants, employees, guests and other persons using the project on their behalf. These persons are bound by these Rules and Regulations ("Rules") adopted in accordance with Hawaii Revised Statutes, Chapters 514A and/or 514B as may be applicable. To the extent permitted by law, and the Association's governing documents, the Board has delegated to the Resident Manager the responsibility of enforcing these Rules and he/she is vested with full authority to that end.

The Rules have been created for the common good of the community and there is a reason and a purpose for every rule stated herein. These Rules may be periodically amended by the Board in accordance with the Association's By-Laws.

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**SECTION 1 – ADMINISTRATION**

- A. No trade or business of any kind may be conducted in or from any apartment or elsewhere at the project except that an owner or occupant residing in an apartment may conduct such business activity within an apartment so long as: (a) the existence or operation of the business activity is not apparent or detectable by sight, sound, or smell from the exterior of the apartment; (b) the business activity conforms to all zoning requirements; (c) the business activity does not involve persons coming onto the common elements who do not reside in the apartment; (d) the business activity does not increase the liability or casualty insurance obligation or premium of the Association; and (e) the business activity is consistent with the residential character of the Association and does not constitute a nuisance or hazardous or offensive use, as may be determined in the sole discretion of the Board. The terms "business" and "trade," as used in this provision, shall be construed to have their ordinary generally accepted meaning and shall include, without limitation, any occupation, work, or activity undertaken on an ongoing basis which involves the provision of goods or services to persons other than the provider's family and for which the provider receives a fee, compensation, or other form of consideration, regardless of whether (i) such activity is engaged in full- or part-time; (ii) such activity is intended to or does generate a profit; and (iii) a license is required therefore.
- B. Participation or registration of any unit in a timeshare plan as defined by Chapter 514E of Hawaii Revised Statutes is strictly prohibited. Use of any unit as tenement, rooming or boarding house, or for transient or hotel purposes is also not permitted.
- C. Each apartment owner is responsible for adherence to the House Rules by each occupant and guests in his/her apartment whether or not the owner resides in said apartment. This includes insuring that they are not being injurious to themselves or others. The owner is also responsible for any costs incurred by the Association as a result of violations of these Rules. Costs may include, but are not limited to, attorney's fees and court costs, as well as any assessed fines.
- D. Upon moving to Waikalani Woodlands, each resident must register with the Resident Manager's Office by completing a Registration form (or the current equivalent thereof). The completed Registration form will be maintained by the Resident Manager's Office and the information contained therein will remain confidential. Each resident is required to keep the information disclosed on this form current and up to date. Owners and Rental Agents are responsible for ensuring their tenants are informed of this requirement prior to unit occupancy. Owners are responsible to ensure their tenants are provided a copy of these Rules and any amendments thereto. Absentee owners who do not reside in their unit must also complete a Registration form and provide contact information for their local authorized agent. Absentee owners must promptly provide updated Registration forms to the Resident Manager's Office upon any change of contact information for their local authorized agent. Failure to provide current information for Registration will receive one warning only, and if the Registration is not provided within three (3) working days following issuance of a warning, a \$50.00 fine shall be assessed against the unit, and an additional \$50.00 fine shall be assessed each week thereafter until the violation is corrected.

- E. In accordance with the Association's Declaration and Bylaws, as may be amended, the Board and its representatives shall have an irrevocable right to access each apartment as: (a) may be necessary for the "operation of the property", or (b) for making emergency repairs therein which are necessary to prevent damage to the common elements or to other apartments.
- F. The bulletin boards shall only be used by Waikalani Woodlands' owners and residents. The permitted purposes for use of the bulletin boards are to sell or rent Waikalani Woodlands' units, or rent parking stalls on the property; all residents are permitted to post notices to sell personal goods that are not associated with a commercial enterprise. All signs/notices for items for sale shall have a 30-day limitation, and may only be reposted upon the approval of the Resident Manager in response to a request to RENEW the posting. All notices of community activities (classes, sports, events) are allowed but commercial advertising of any type is not permitted on bulletin boards. Companies or small businesses may submit a card or flyer for inclusion in a general office directory which is available to all residents; signs offering units for sale are allowed. Otherwise no signage can be placed anywhere on the property without the prior written approval of the Resident Manager or the Board.
- G. Any violation of these Rules is subject to issuance of citation(s) and assessment of monetary fine(s). Citation(s) will be delivered to owners as well as to an adult occupant of the cited unit. In addition to assessment of fines, multiple violators may at the sound discretion of the Board be referred to the Association's legal counsel for taking of appropriate legal action.
- H. Residents and owners are reminded to exercise professional courtesy when contacting the Resident Manager's Office. Call Security if the Resident Manager needs to be contacted after hours. Harassment, physical and/or verbal abuse of Association Employee(s) at any time, while in the performance of their duties for the Association (and while off-duty and still present on-site at the project), will not be tolerated. Any individual who engages in conduct in violation of this paragraph will be subject to a citation and \$100.00 fine, as well as possible criminal prosecution and/or liability for civil penalties, as may be applicable. The Association will also seek appropriate injunctive relief seeking the permanent removal of individuals from Waikalani Woodlands who engage in the harassment, physical and/or verbal abuse of Association Employees.
- I. Failure of any owner to promptly evict tenants or other occupants from an apartment upon receipt of written demand from the Board for serious, gross violations, or repeated violations will result in referral to the Association legal counsel for taking of appropriate action and assessment of all attorneys' fees and costs incurred in any such legal proceeding shall be assessed against the unit owner.
- J. For Owners and Residents' convenience, incident/witness forms are available at the RM Office or from Security to report any security concerns and/or to report violations of these Rules.

## **SECTION 2 - APARTMENT MAINTENANCE, REPAIR AND MODIFICATION**

**VIOLATION OF THIS SECTION: 1<sup>ST</sup> OFFENSE=WRITTEN WARNING ALLOWING 7 DAYS TO COMPLY/CORRECT. AFTER THE 7 DAYS A FINE OF \$50.00 WILL BE ASSESSED FOR EACH 7 DAY PERIOD THE VIOLATION REMAINS UNCORRECTED, UNLESS OTHERWISE NOTED.**

- A. Owners are responsible for the repair, maintenance, and cleanliness of their apartments. Doors and ALL WINDOWS must be kept clean and in good repair, including no broken and/or missing parts. Equipment and fixtures therein must be maintained so that they do not cause damage to or interfere with other apartments, residents, or common areas. Noise generating repairs and/or maintenance may be performed only Monday through Saturday from 8:00 a.m. to 6:00 p.m. Power tools cannot be operated before 8:00 a.m. or after 6:00 p.m., Monday through Saturday, and are not permitted to be operated at any time on Sundays and Federal and State Holidays. **No warning will be given for any noise generating repairs and/or maintenance performed outside of the allowed hours, and a \$100 fine will immediately be assessed upon the first violation, and an additional fine of \$50 will be assessed for every 30 minute period the violation continues.**
- B. Furniture, furnishings, and other equipment owned by the Association shall not be modified, removed or transferred by tenants or owners to other areas.
- C. Items such as fences or air conditioners may **not** be erected or attached to any common element or private property so that they can be viewed from outside the building. The only exception is the WW Office. Antennas or satellite reception dishes which fall within the purview of Over the Air Reception Device Rules ("OTARD") established by the Federal Communications Commission ("FCC") will be permitted in accordance with the current Antenna Installation Policy which may be obtained from the Management Office. Owners and/or residents who install any antenna and/or satellite dish in violation of the current Antenna Installation Policy will be required to remove any equipment installed in violation of the Antenna Installation Policy and/or applicable OTARD Rules at their sole expense, and repair any damage attributable to such installation and/or removal. To avoid possible removal, owners, residents and/or their installer are strongly urged to obtain a copy of the current Antenna Installation Policy and make inquiry with the Resident Manager prior to installation of any antennas or satellite reception equipment.
- D. Trash must be placed in plastic bags and sealed before it is deposited into the disposal chute. Bottles, grease, cat litter, boxes and large items which will not wholly fit through the chute access door without touching any of the sides thereof must be carried to the trash room on the first floor. **No items of any kind may be placed anywhere else on or about the common areas, including by the mail boxes, elevators or newspaper boxes.** Those wishing to donate items to charity must arrange for pickup at their unit or take the items directly to the charity. **A \$100 fine will be assessed for each violation of this House Rule.**

- E. Construction waste must be disposed of by the Contractor or unit owner. Residents desiring to dispose of other bulk items such as old appliances and furniture should make inquiry with the Resident Manager's Office, call the City and County Bulk Item pick-up number posted in the lobby bulletin boards, or arrange for transport of these items to the local dump. For current information on bulk item collection by the City and County of Honolulu, residents may consult the City's website on this at [http://www.opala.org/solid\\_waste/bulky\\_item\\_pickup.html](http://www.opala.org/solid_waste/bulky_item_pickup.html). Residents who are moving must arrange to have ALL possessions removed from the property. **A \$100 fine will be assessed for each violation of this House Rule.**
- F. Apartments must be kept free of bugs, roaches, fleas, vermin, feral rodents, and offensive odors.
- G. Nonmaterial additions to, or alterations made within an apartment or within a limited common element pertinent to, and for the exclusive use of an apartment, shall require approval only by the Board, and/or Resident Manager which shall not unreasonably withhold the approval. As a condition of granting such approval, the Board may require any proposed modifications, alterations and additions be performed in accordance with applicable building and/or fire code requirements and a building permit be obtained as may be required by law. All applicable standards promulgated by the ASC (Architectural Standards Committee) must be followed. Owners may obtain current ASC standards from the Resident Manager or the office staff. "Nonmaterial additions and alterations" means an addition to or alteration of an apartment that does not jeopardize the soundness or safety of the property, reduce the value thereof, impair any easement, detract from the appearance of the project, interfere with or deprive any non-consenting owner of the use or enjoyment of any part of property, or directly affect any non-consenting owner. The Board shall always have the right to disapprove a proposed addition or alteration that the Board reasonably determines could jeopardize the soundness or safety of the property, impair any easement, or interfere with or deprive any non-consenting owner of the use or enjoyment of any part of the property. Upon signing a Waiver (available at the office), and obtaining all information associated with an approved standard, an owner may have installed as instructed by the Resident Manager, the approved standard for a screen door only. No substitute screen doors are allowed. Any owner wanting to replace an existing screen door must also use the one standard that has been recommended by the ASC Committee, and approved by the Board.
- H. Apartment entrance doors may be painted only with paint provided by the Association. Owners are responsible for all parts of the front entry door. This includes the trim/frame, door jamb, and the door itself. Responsibility includes anti termite care and damaged and/or marred areas must be sanded, and repainted. Entrance door mounted apartment numbers, if replaced, shall be 3" high brushed nickel. Please consult with the Resident Manager's Office to obtain current specifications.
- I. Any installation of screen doors must be approved in writing by the Resident Manager and/or Board in advance of any installation and be consistent with the provisions in the governing documents, including any applicable standards adopted by the Board and/or ASC. Owners and residents will be required to remove any screen door in accordance with any applicable order issued by the Honolulu Fire Department.
- J. Dryer vents may be attached to apartments only upon obtaining prior written Board approval, and these items must comply with any applicable published guidelines and/or specifications. Dryer vents cannot be placed in a window or placed out of an open front door. Owners are responsible for inspecting the exterior dryer vent, and insuring the vent is unobstructed and clear of lint and any other flammable material.
- K. Waikalani Woodlands is phasing-out the use of exterior air conditioning units. Only interior air conditioners should be used. All air-conditioners must be installed to prevent the exterior release of condensation. In the event an air-conditioner is leaking condensation onto any portion of the building and/or another apartment, Owners will be fined and assessed all costs incurred to repair any damage caused by leaking air-conditioners.
- L. Draperies in the kitchen, living room or bedrooms, as seen from outside the apartment must be white or off-white (may be lined with white or off white). Inappropriate window coverings are not allowed (no sheets, blankets, towels or shower curtains).

### **SECTION 3 - LANAIS**

#### **VIOLATION OF THIS SECTION: 1<sup>ST</sup> OFFENSE=WRITTEN WARNING ALLOWING 7 DAYS TO COMPLY. AFTER THE 7 DAYS A WEEKLY FINE OF \$50.00 WILL BE ISSUED.**

- A. Dirt, dust, and other debris must not be allowed to fall from lanais during sweeping or cleaning. When cleaning windows or lanais, or watering plants, care must be exercised to prevent any liquid from falling to the windows or lanais below. Nothing may be thrown or discarded from lanais at any time. Shaking, beating or hanging items (rugs, laundry and other items) over lanai landing or railing is not permitted. Lanais may not be enclosed except in accordance with specifications established by the Board (which may be obtained from the Resident Manager) and prior written approval of the Board of Directors and other owners consistent with the provisions in the Association's governing documents and in Chapter 514A and/or 514B, Hawaii Revised Statutes, as may be applicable. Residents enclosing lanais not in accordance with this House Rule will be required to dismantle the enclosure at the apartment owner's expense.
- B. Rugs, clothing, laundry, and other items may not be hung from or in lanais so that they may be seen from the exterior of the building. The temporary use of clotheslines by residents solely to dry laundered clothes is permitted upon obtaining prior approval of the Resident Manager. Clotheslines may only be installed in locations directed by the Resident Manager, and must promptly be removed when clothes are dry.

- C. Only lanai furniture specifically designed for outdoor use, potted plants, and other appropriate furnishings specifically designed for outdoor use may be kept on unenclosed and screened lanais. Storage of any items (i.e. surfboards, bicycles, toys, boxes, crates, etc.) on lanais is not permitted at any time. Large objects, furniture not specifically designed for outdoor use, appliances, and sports equipment are among the items not considered appropriate for use on lanais. Lanais must be kept neat and clear at all times. Items which detract from the uniform exterior appearance of the project will not be permitted on unenclosed lanais and screened lanais. Enclosed lanais which otherwise comply with these Rules are exempt from the requirements set forth in this paragraph. Use of any open coal or flame type hibachi or barbecue in any apartment is prohibited. Outdoor cooking of any kind (including, but not limited to, wood, charcoal, gas, or electric apparatuses) is prohibited on lanais. Violation of this rule is a \$100.00 fine, NO WARNING WILL BE GIVEN. Outdoor cooking is permitted in the designated areas of the Recreation Center, and Open Park areas.
- D. Lanai sunscreens or shades may be used in accordance with written guidelines and specifications approved by the Board, and must not be torn, broken, damaged, discolored, or in a state of disrepair. **Important Notice: This House Rule will become effective and be implemented only upon the approval of an appropriate amendment to the Association's governing documents by owners. Owners desiring to install lanai sunscreens or shades must make inquiry with the Resident Manager regarding approval and implementation status of this House Rule.**
- E. Unenclosed apartment lanais may be painted only with paint provided by the Association.
- F. Lanai shades and/or ground floor retractable awnings may be installed only in accordance with guidelines and specifications approved by the Board, or the Resident Manager. Owners and/or residents desiring to install and/or replace lanai shades or ground floor retractable awnings should make inquiry with the Resident Manager's Office to obtain a copy of current guidelines and specifications. The proposed installation of lanai shades and/or awnings requires prior written approval by the Board. Any installation where prior written approval of the Board was not obtained, and/or in violation of current guidelines and specifications must be removed at the unit owner's sole expense. **Important Notice: This House Rule will become effective and be implemented only upon the approval of an appropriate amendment to the Association's governing documents by owners. Owners desiring to install lanai sunscreens or shades must make inquiry with the Resident Manager regarding approval and implementation status of this House Rule.**

#### **SECTION 4 – VEHICLES / AUTOMOBILES AND PARKING**

**VIOLATION(S) OF THIS SECTION IS SUBJECT TO \$50.00 FINES (UNLESS NOTED OTHERWISE) AS WELL AS SUBJECT TO VEHICLE(S) BEING TOWED AT THE VEHICLE OWNERS EXPENSE.**

- A. Parking stalls may be used to park bicycles, automobiles and motorcycles. Residents may park only in assigned stalls. For security reasons, parking stalls may only be rented to residents of Waikalani Woodlands. If resident will be off-site and vehicles left unattended for more than 30 days, please notify the Resident Manager's Office to ensure an emergency contact information is on file with the Association.
- B. All parking stall rentals must be registered with the Resident Manager to provide current information in case of an emergency as well as to verify correct stall numbers assigned to each apartment. Parking in another occupant's (apartment's) assigned stall without written approval is a violation of these Rules and will result in a \$50.00 fine as well as towing of the vehicle at the vehicle owner's expense.
- C. All vehicles parked at Waikalani Woodlands must display a current government issued safety inspection decal. Vehicles parked in violation of this Rule may be cited, and if correction is not made within seven (7) days following issuance of such citation, may be towed at the vehicle owner's expense. Vehicles which are under a protective car-cover must also comply with the conditions set forth in this paragraph.
- D. Residents are not allowed to park in Visitor Stalls in *the residents own building*. (i.e. Residents of A bldg. may use visitor parking in B and C/D garages. Residents from B bldg. may use A and C/D garage visitor parking. Residents from C/D buildings may use visitor parking in A or B garages.) Residents may not use designated visitor parking stalls for daily parking of an additional vehicle. Residents found in violation will be cited and fined in accordance with this section.
- E. Vehicles must be parked wholly within the boundaries of a parking stall, and may not be parked in such a manner as to protrude from or beyond the length of the defined boundaries of a parking stall or interfere with other's right of way (this includes blocking wheel chair access ramps). Violators are subject to immediate towing. The Resident Manager, Security or Association Staff will attempt to contact any owner of a vehicle parked in violation of this Rule. In the event that the vehicle owner cannot be contacted, the vehicle will be immediately towed at the vehicle owner's expense if necessary to grant access to a vehicle or person denied access by reason of such violation.
- F. Parking in the C/D loading zone and circle will be restricted and strictly controlled by the Resident Manager and Security. No vehicle may be left in loading zones longer than 30 minutes, except for authorized moving vehicles used in accordance with Section 5 of these House Rules. Violators are subject to a fine and towing without warning, at the vehicles owner's expense.

- G. Vehicles stranded behind locked chain in C and D buildings' cul-de-sac will be cited and fined. If the Resident Manager or his/her representative (security or maintenance staff) is required to unlock the chain, the violator will be assessed a fine of \$50.00 under this section (unless an emergency and/or the vehicle is utilized in connection with the reasonable accommodation of a disabled and/or handicapped person).
- H. Residents must keep their assigned parking stalls clean. Parking stalls may not be used for storage of any kind. However, bicycles may also be parked wholly with assigned parking stalls. The following are prohibited from being stored in any parking stall: trash, toxins, oil, oil leaks or chemical waste, fluid-absorbing materials, flammable materials, derelict or inoperable vehicles, or vehicles that present a hazard or danger to life and/or property. The violator will have 24 hours to remove the items after the first warning or citation. If the condition remains after 24 hours, a \$50.00 fine will be assessed for each 24 hour period thereafter for so long as the violation continues. If the violation constitutes a safety hazard, or remains in violation for a period of seven (7) days, the Association reserves the right to immediately clean any condition(s) in a parking stall at the owner's expense as necessary to eliminate and/or minimize the safety hazard. Owner is responsible for the fine(s), plus a cleaning fee of \$50.00 per stall for labor and materials, the cost for cleanup and/or asphalt repair or replacement, plus any additional costs incurred in connection with such cleaning. **Oil leak procedures are as follows:**

\$50.00 **First** offense  
 \$75.00 **Second** offense (after 7 days of first offense)  
 \$100.00 **Third and all subsequent** offenses (after 7 days of second offense and every 7 days thereafter)

When an oil discharge, spill, leak, or deposit is discovered by the administrative staff, maintenance staff or security an "orange warning cone" will be placed in the parking stall or in front of the vehicle in violation. Owner/resident must notify AOA administrative staff or security personnel that they received the warning cone and clean up the oil discharge within 24 hours or a \$50 fine will be imposed. If staff and/or security are not notified within 24 hours or if the discharge is not cleaned up within 24 hours the maintenance staff will clean it and the owner/resident will have to pay \$50 for the cleanup. Owner/resident will not remove cone without calling the office or security first. The owner/resident must speak to in person to either an AOA administrative staff or security personnel. Any recorded messages are unacceptable.

There will be a waiver form available for any resident who will be absent for a long period of time (14 days or more). This includes military deployment. NO FINE will be imposed if a detailed form is completed and submitted to the office. It must include contact information for someone trustworthy and reliable who will be available to come and clean the discharge within 24 hours or remove vehicle if discharge persists for more than 24 hours until such time that owner returns.

If discharge is not cleaned within 24 hours it will be cleaned by our maintenance staff and a cleanup fee of \$50 will be charged to the offender. Maintenance will clean every 24 hours thereafter if discharge persists and a \$50 cleanup fee will be assessed to the owner/resident each time.

Only the resident manager or his/her representative can certify an oil discharge clean-up has been satisfactorily completed. The Appeal process is available to all residents in writing or by email at [waikalaniwoodlandssoahu@gmail.com](mailto:waikalaniwoodlandssoahu@gmail.com).

- I. Storage of toxins, chemicals, flammables or any other hazardous material in parking stalls or common storage areas is subject to a \$100.00 fine, plus any costs incurred to remove and/or dispose of any materials stored in violation of this paragraph
- J. **VISITOR PARKING: DAYTIME 6:00 am until 12 am (midnight):** Visitor passes are intended for invitees and short term guests and shall not be used for an owner's/resident's vehicle(s). Invitees and short term guests may park in designated Visitor Parking stalls on a first come, first served basis. Visitors who park in "Short Term" VISITOR PARKING between the hours of 6:00 a.m. and 12:00 midnight must register their vehicle at the wall desk in the building's lobby display **VISITOR PASS ISSUED TO APARTMENT**. Vehicles not registered in the lobby or displaying visitor pass, **may subject the owner of the unit where the violator is a guest and/or occupant to assessment of fines and/or the vehicle may be towed without warning at the vehicle owner's expense.** It is the responsibility of the Visitor and the Apartment resident(s) they are visiting to insure the Visitor's vehicle is properly registered in the lobby.
- K. **VISITOR PARKING: OVERNIGHT 12 am (midnight) TO 6:00 am:** Although Visitor Parking is specifically reserved for use between the hours between 6:00 a.m. and 12:00 midnight daily, overnight parking can be authorized by calling Security at (808)623-1500 and obtaining an overnight pass. The Resident Manager or Security Officer on duty may authorize overnight parking with an "Overnight Pass", not to exceed two (2) consecutive nights within a seven (7) day period. The Resident Manager is authorized to extend the two (2) night limit under extraordinary circumstances. Any "Visitors Permit" or "Pass" must then be displayed on the left front (driver's side) of the vehicle's dashboard. Any unauthorized vehicle left in the Visitor Parking after 12:00 midnight is **considered illegally parked and may subject the owner of the unit where the violator is a guest and/or occupant to assessment of fines and/or the vehicle may be towed without warning at the vehicle owner's expense.** Information and cost to retrieve towed vehicles can be obtained by calling the towing vendor's posted telephone number 24 hours a day.
- L. Parking on Waikalani Drive. Waikalani Drive is a private roadway neither owned nor controlled by the Association. The Board has no authority to grant parking privileges on Waikalani Drive to any owner or resident.

- M. Vehicles, including mopeds, motor bikes and motorcycles parked anywhere on common elements or roadways not specifically designated as parking stalls will be considered illegally parked and subject to fines and/or tow without warning.
- N. NO vehicles, **including bicycles of any type** shall be left in any parking stall in a state of disrepair, inoperable or in any condition which presents an unreasonable risk of harm to others. Non-operative vehicles subject to immediate tow without warning or shall be disposed of as abandoned property in accordance with applicable law.
- O. Please drive with caution around all roadways/driveways in and around Waikalani Woodlands. The maximum speed limit in Waikalani Woodlands is 10 MPH. The speed limit in the garages is 5 MPH. Every effort must be made to prevent loud engine/exhaust sounds and the screeching of tires in the garages.
- P. Racing of engines or prolonged idling is prohibited. Motorcycle operators are encouraged to start their vehicles outside of the enclosed garage(s).
- Q. Horns shall not be used anywhere in Waikalani Woodlands unless it is necessary to avoid an impending collision or in an emergency situation. Vehicle alarms that sound unnecessarily or repeatedly and sound for more than 5 (five) minutes are a noise disturbance and subject to issuance of a citation and fine in accordance with Section 6 of these House Rules.
- R. Mufflers/engine sounds shall not exceed the original vehicle manufacturer's standards of normal noise levels, for all vehicles.
- S. Maintenance of vehicles limited to checking and adding to fluid levels, as well as minor repairs which may be completed in no more than one day and conducted solely within the boundaries of the assigned parking stall is permitted. Elevation of vehicles or any components thereof (i.e. engines, chassis, etc.) to conduct repairs is not permitted, except as necessary to change a flat tire. No spray-painting is allowed in the parking garages, parking lots or Visitor Parking areas.
- T. Using battery-operated vacuums, cleaning windows, waxing, etc., is permitted in the apartment's stall provided the area is kept clean and noise is kept to a minimum.
- U. Vehicle bucket washing is permitted only if conducted solely within the boundaries of the resident's assigned parking stall. Use of hoses to wash vehicles is strictly prohibited at Waikalani Woodlands. This restriction will be strictly enforced to save water and prevent possible adverse impact on the environment.

## **SECTION 5 – MOVING**

### **VIOLATION OF THIS SECTION: NO WARNING WILL BE GIVEN: \$100.00 FINE**

- A. Moving into or out of and the delivery of large items such as furniture and appliances to an apartment unit in the Project are permitted only between the hours of 8:00 a.m. and 6:00 p.m. Monday through Saturday. Moving and delivery of such large items shall not be allowed on Sundays and Federal and State holidays. **An initial fine of \$100 will be assessed, and a \$50.00 fine will be assessed for every 30 minutes the violation continues.** "Pods" may not be utilized on the property without the prior written approval of the Resident Manager. Pods will be restricted to loading and unloading from Monday to Friday. Pods may not be utilized on the property on Saturdays and Sundays. **Tenants must register with the Waikalani Woodlands office before moving into a unit.**
- B. Damage to the common elements caused by moving or the delivery of large items shall be the responsibility of the apartment owner.
- C. Moving and delivery of large items must be arranged in advance with the Resident Manager. The Resident Manager may assign a member of the Association Staff to accompany any move and delivery. No move or large item delivery shall be made unless Resident Manager or Office Staff is notified. Large items include any items over 4 feet in length and/or in excess of 150 lbs.
- D. Moving trucks must sign-in with the Resident Manager's Office and/or Security, and may only park in designated areas. Unauthorized and/or improperly parked moving trucks will be towed and/or ordered to leave the premises. The intent of this Rule is to avoid simultaneous use of the lobby and/or elevators by multiple movers.
- E. Elevators used for moving may be locked in an open position for no longer than five (5) minutes, before being returned to normal operation.
- F. The blocking or obstruction of walkways or lobbies during moving or delivery is not allowed. Owners and/or tenants are responsible to advise their movers of these Rules.

## **SECTION 6 – NOISE**

Because of the way sound travels around Waikalani Woodlands, noise complaints are often difficult to verify, however, our Security, Resident Manager, and/or other representative will do their best to locate the source of any noise complaint:

### **VIOLATION OF THIS SECTION:**

**1<sup>ST</sup> VIOLATION/CONTACT W/ VIOLATOR=WRITTEN WARNING**

**2<sup>ND</sup> VIOLATION/CONTACT W/ VIOLATOR= \$50.00 FINE**

**3<sup>RD</sup> VIOLATION/CONTACT W/ VIOLATOR=\$100.00 FINE (and subject to Board Review)**



- A. Music, television sounds, loud talking or ANY noise which unreasonably disturbs other residents will be cited under this section of the House Rules. "Surround sound" features should be avoided unless ear phones can be used.
- B. Please be considerate of your neighbors and respectful of the peace of this valley. We have beautiful lanais that are completely open to the valley AND to our neighbors, which unfortunately allow noise to easily carry between units
- C. Between 10:00 p.m. and 8:00 a.m. are considered exceptional quiet hours. Extreme consideration must be exercised to prevent noise of any kind during the exceptional quiet hours. Household chores conducted during these hours, such as vacuuming and machine washing/drying clothes are examples of violations of this, "exceptional quiet hours" restriction.
- D. Vehicle radios which can be heard outside the vehicle, mufflers and/or screeching tires are all subject to citation for violation of these House Rules set forth in this section.
- E. Noise shall be kept to a minimum in all common areas such as walkways, stairwells, elevators, parking lots, garages, etc. Nor shall any activity be conducted in common areas that are inconsistent with the intent of this Rule. Occupants of ground level units are particularly vulnerable to noises generated by intrusive traffic outside their lanais. Therefore, the use of service roads or paths past the rear of these units is restricted at all times to employees of the Association on official business. All others using these areas as walkways will be cited and fined. Residents of ground floor units are encouraged to use the walkway on the courtyard side of the building to enter or leave their apartments. SEE SECTION 8-B. Shopping carts and flatbed carts may not be used between 10:00 p.m. and 8:00 a.m.
- F. Residents waiting for school buses or other transportation in the morning hours shall NOT cause excessive noise, nor engage in loud conversation and/or conduct which unreasonably disturbs others.
- G. For safety reasons, no persons are permitted to use and/or congregate in stairwells for purposes other than ingress and egress. No items may be placed on or along common area walkways fronting units.
- H. Door slamming is inconsiderate and prohibited. Strong winds will not be accepted as an excuse, as residents must insure doors are securely closed in the presence of high winds.

#### **SECTION 7 - PETS AND OTHER ANIMALS**

##### **VIOLATION OF THIS SECTION: 1<sup>ST</sup> OFFENSE=WRITTEN WARNING, \$50.00 FINE(S) FOR EACH OFFENSE THEROF**

- A. Only those pets considered domesticated such as dogs, cats, guinea pigs and birds are permitted. Farm animals and livestock are not allowed on the premises. Caged birds, hamsters, and guinea pigs not exceeding two in number and aquarium fish may also be kept as pets.
- B. No unit may house more than a total of 2 pets (i.e. two cats OR two dogs OR one cat and one dog).
- C. **All pets must be registered with the Resident Manager.** Dogs are required to be licensed with the City and County of Honolulu. Proof of City and County issued current license must also be provided to the Resident Manager. Owners must also provide written proof of liability insurance with limits of liability of not less than \$300,000 per claim for pets (renters and/or owners insurance) as well as a current health certificate, and photo for each pet. Owners are required to immediately remove uninsurable or uninsured pets from the property.
- D. Pets (i.e. both dogs and cats) must be confined to the pet owner's apartment, may not be allowed to roam free and may not be tied unattended anywhere on the common elements. When anywhere on the common elements, pets shall be controlled on a hand held leash or carried at all times. Ground floor owners must also comply with this paragraph, and are not permitted to tie an animal on their lanai if it would permit the animal to travel beyond the lanai onto the common elements
- E. Pets may not be bred, kept or used for commercial purposes. Pet owners are responsible for any damage to common elements caused by their pet(s) including urinating on lawns for flowers.
- F. Pets are never allowed in the Recreation Center or in the playground or courtyards. Pets can only be present in the actual office area if allowed by the Resident Manager or office staff. Any fecal matter deposited by a pet must be picked up immediately and properly disposed of. If an animal relieves his/herself in any common area (including but not limited to walkways, garages, elevators etc.), it is the responsibility of the pet owner to clean it up.
- G. Owners will be cited if their pets cause annoying sounds such as continuous or excessive barking or whining. Any pet causing a nuisance, hazard or disturbance must immediately be removed from Waikalani Woodlands upon receipt of written notice from the Board.
- H. Feeding, caring for, or otherwise aiding stray animals (**including feral cats**), is strictly prohibited. Registration of feral cats (and/or their electronic identification chip) to a resident and/or unit address will require the resident to comply with all provisions of these Rules applicable to pets. There is no program to provide for the care, feeding, capture, release and/or treatment of feral cats at Waikalani Woodlands, nor does the Association participate in any feral cat program. Failure to comply with these Rules will result in issuance of a citation, and further violation will result in removal of the animal from the premises. Removing or interfering with animal traps placed by or at the direction of the Association is prohibited. Owners and/or residents with questions regarding Pet Rules should contact the Resident Manager.

- I. Notwithstanding any other provision to the contrary herein, visually impaired persons may keep and/or use guide dogs as defined in Chapter 515, Hawaii Revised Statutes, hearing persons may keep and/or use signal dogs as defined in Chapter 515, Hawaii Revised Statutes, and physically impaired persons may keep and/or use service animals as defined in Chapter 515, Hawaii Revised Statutes, in apartments and may use such dogs/animals as reasonably necessary to the enjoyment of the project. The use of assistance animals by handicapped or disabled persons shall also be permitted anywhere in the project, in accordance with the Federal Fair Housing Act, and any amendments thereto.

## **SECTION 8 - COMMON AREA USE**

**VIOLATION(S) OF THIS SECTION: A \$50 FINE (NO WARNING) WILL BE ASSESSED FOR EACH VIOLATION.**

### **1. GENERAL RULES OF CONDUCT IN COMMON AREAS**

- A. Littering in the common or limited common areas is not permitted. This includes, but is not limited to, hanging bags of animal feces on railings, leaving dirty diapers anywhere but inside a garbage can, throwing or dumping of bottles or any type of trash items into the stream, the Woodlands, the grass, the walkways or any other common area and/or urinating in the stairwells.
- B. Noisy loitering in and/or on the walkways, stairwells or common areas is discouraged, and will constitute a violation of these Rules in the event it unreasonably disturbs other residents and/or impedes ingress and/or egress to and from the common elements, limited common elements and/or apartments. Any noise which is an unreasonable disturbance to other residents is prohibited. Cell telephone conversations conducted on the common and/or limited common elements should be kept to a level which does not unreasonably disturb other residents.
- C. Destroying, defacing, or damaging any Common Element(s) (anywhere on Waikalani Property) in any way, shape or form is prohibited. Unauthorized alteration to common facilities, such as removing, damaging tables, benches, and/or safety equipment, etc., is also not prohibited.
- D. Riding pocket bikes, skateboards, scooters or any other recreational vehicle in garages and/or common walkways is strictly prohibited. Bicycle or motor bike riders may ride their bikes out of or into the garages for purpose of exit or entrance only. The garages and the common area walkways may not be used as recreation areas by motorcyclist, skateboarders, or any other vehicle.

### **2. ALCOHOL POLICY**

- A. Open containers of alcohol are not permitted in any common areas of the project. This includes recreation areas, walkways, garages, elevators, park area and any other area used in common by residents. Glass bottles and drinking glasses are not allowed in the Recreation/Pool area.
- B. Any resident, guest, or visitor consuming alcoholic beverages anywhere at Waikalani Woodlands assumes the sole responsibility and liability for any harm which occurs from and/or as a result of the consumption of such alcoholic beverages.

### **3. RECREATION AREA AND CENTER**

- A. The Recreation Area is intended for use by all residents, their families and guests. Use of the area is on a first come first served basis and, as such no one may reserve the entire area for his/her private use.
- B. Parties are permitted, so long as other residents have access to the facility (See rules below for party reservations.)
- C. Each person uses the Recreation Center at his/her own risk.
- D. Each apartment has been provided one special key "fob" which provides access to the Recreation Center. The key cannot be duplicated and replacements are available only through the Resident Manager at a cost of \$50.00. It is a violation of these Rules to prop the gate to the Recreation Center open at any time unless the Resident Manager or Security expressly authorizes the action.
- E. Recreation Center hours are from 9:00 a.m. until 9:00 p.m. daily, unless changed by direction of the Board of Directors. When the Board uses the Recreation Center for its meetings, signs will be posted. Please check with the Resident Manager for the Board's current Meeting Schedule. Use of the Recreation Center may be limited or restricted during Board Meetings.
- F. The park areas will close at 7 p.m. or dusk whichever comes first.
- G. The BBQ grills outside the Recreation Center may be used by any resident at no charge and without deposit. Each user is responsible for cleaning the BBQ grills after use. When the grill is no longer in use, the grill must be inspected and approved by Security to verify adequate cleaning. A reasonable cleaning fee shall be assessed against the unit owner if the grill is not adequately cleaned after use.

#### 4. GATHERINGS/PARTIES

**A reservation is required for any function attended by more than 10 persons (adults & children). Failure to make a reservation will result in assessment of a \$100 fine (NO WARNING).**

- A. Gatherings and Parties of more than ten persons must complete and return a Pool Reservation form and a "Release of Liability" to the Resident Manager's Office with a deposit check in the amount of \$200.00. A Party Reservation is a First-Come-First-Served basis and is for the use of the tables and chairs; it does **NOT** reserve the entire recreation center pool area for exclusive use of the reservation holder. The picnic table area in the pool area closest to the recreation center barbecues may be reserved and coned off as long as other residents have access to the pool and the rest of the Recreation Center. The deposit also includes the use of a BBQ grill available upon request.
- B. The deposit is required and, if necessary, will be used to cover the cost of damage and cleaning caused as a result of the gathering/party. If no assessments are required, the deposit shall be refunded within four business days following the gathering/party. If an assessment is required, then the deposit will be retained for up to 14 days to determine the amount of damage incurred to clean and/or repair the facility. After completion of the gathering/party, inspection of the area should be obtained from an Association staff member. This inspection will determine if an assessment is required.
- C. **NO PARTY MAY EXCEED 30 PERSONS IN SIZE.** Waikalani Woodlands does not have facilities or the resources to accommodate parties/gatherings larger than 30 persons. All gatherings/parties between ten (10) and thirty (30) attendees utilizing the common recreation facilities shall be assessed a non-refundable \$50.00 fee to offset additional costs incurred by the AOA, including but not limited to security, water, sewage, pool maintenance, paper supplies and electricity. Applicants must comply with all guidelines set forth on the Party Reservation form. The non-refundable \$50.00 fee must be paid separately from the \$200.00 damage deposit. All checks shall be made payable to Waikalani Woodlands AOA, and must be received in the Management Office at least five (5) working days before the scheduled event. There shall be no exceptions to the fees required by this subparagraph.
- D. Unruly, unacceptable conduct will also be charged against the deposit. Charges against the deposit will be made at the following rates;
  - a. Each time security responds and confirms his or her intervention was necessary, or a citation is issued, an additional \$25.00 fee will be deducted from the security deposit.
  - b. A \$50.00 cleaning fee will be assessed for removal of any leftover debris, trash, etc. that results from said gathering/party.
- E. In the event a gathering /party attendee assaults, verbally abuses, harasses Association employee(s) or Board member(s) while in the execution of their duties, **the entire deposit shall be forfeited.**
- F. Any additional expense or damage as a result of said gathering/party in excess of the deposit shall be billed to the apartment Owner who was issued the party reservation.

#### 5. POOL

- A. The rules posted on the bulletin board in the Center for use of the pool shall be considered part of these Rules and will be enforced accordingly. Any infraction of the posted pool rules or misuse of/and or damage to pool equipment is a violation of this section and violators will be fined \$50.00 plus any additional expense for repairs or replacement of equipment, as well as have pool privileges suspended or revoked.
- B. Only competent swimmers and those accompanied in the pool by competent swimmers may use the pool. Individuals who are not competent swimmers may not use the pool.
- C. Diving, jumping, running or pushing others into the pool is prohibited.
- D. Persons entering the pool must first shower. Persons re-entering the pool after a period of time or who have applied lotions, oils, etc., must shower **before** returning to the pool. (The Board reserves the right to appoint volunteers to monitor adherence to this Rule.)
- E. Persons using lotions, oils, etc., must protect the deck by lying on a towel or other such item.
- F. Only clean garments specifically designed for swim use may be worn in the pool. Nude sunbathing is not permitted, nor is attire which violates local community standards for indecency. Infants and other persons who may be incontinent must wear clean waterproof diapers or other leak proof protective clothing while using the swimming pool.
- G. Glass containers are strictly prohibited. Food and smoking are not permitted within ten feet of the pool. Food is restricted to the picnic table area only. As stated above in Section 8A of these House Rules, no alcoholic beverages are permitted in the pool area.
- H. Items such as golf balls, Frisbees, surfboards, fins, and snorkel equipment, remote controlled objects (cars, trucks, boats, flying objects, etc.) may not be used in or near the pool. Metal and glass objects are never allowed in or near the pool. Plastic masks or goggles and inflatable floating devices intended for pool use, such as swim rings, water wings, and small air mattresses are permitted. There shall be no use of electronic battery-driven, or remote control devices permitted in the pool or surrounding pool deck.
- I. Those playing "Horse Shoes" in the recreation areas must only use rubber horse shoes.

J. "Propping" open the security gate at pool/recreation area is not allowed.

## **SECTION 9 - SAFETY**

- A. Doormats, footwear, plants, and other items may not be left outside apartment doors. This includes items that a resident is moving in and/or out of the apartment. Walkways are the main avenues of escape in the event of fire or any other hazard. \$50.00 Fine.
- B. Bicycles, skateboards, scooters, pocket bikes, remote control cars, boats, flying objects and/or other sport vehicles may not be operated on sidewalks, common lanais, in recreation/pool area, garages, and on service and utility roads. \$50.00 fine.
- C. ALL RESIDENTS & GUESTS are prohibited from entering the stream or its embankments, climbing on equipment, trees, buildings, fences, under or around bridges. \$50.00 Fine.
- D. Keeping motorcycles or any other gasoline-powered/driven vehicles, equipment or other machinery in apartments or on lanais is prohibited and is a \$100.00 violation fine.
- E. Residents may not keep anything in an apartment that may overload or impair the floors, walls, ceiling or roof or by virtue of its presence cause insurance to be canceled or its premiums increased.
- F. Use, possession or storage of any material carried on or in any apartment, any Common Element, or within the complex which may be a or become an annoyance, disturbance, risk or is deemed hazardous to health, life, limb or property, such as, but not limited to, gasoline or other combustibles, gun powder, fireworks or other explosives is prohibited. No activity shall be engaged in and no substance held, introduced or manufactured within the complex which might result in violation of the law, cause insurance to be canceled or its premiums increased. Provided, however that any hazardous substances permitted to be brought onto the property must be stored properly so as to avoid risk of injury or any violation of any applicable law, rule or regulation or ordinance related to hazardous materials.
- G. Possession, throwing or igniting explosives, including any type of firework(s) or incendiary devices is strictly prohibited. Any violation of this Rule will result in a \$100.00 fine for each violation.
- H. Tampering with or misuse of fire extinguishers or any security equipment is not allowed and will result in a \$100.00 fine.
- I. Littering in the common or limited common areas. This includes, but is not limited to, hanging bags of animal feces on railings, leaving dirty diapers anywhere but inside a garbage can, throwing or dumping of bottles or cans into the stream, the Woodlands, the grass, the walkways or any other common area, urinating in the stairwells. Violators will be assessed a \$50.00 fine for each violation.
- J. Damaging, spitting, urinating and/or defecating on or of any portion of the common elements and/or common area landscaping is strictly prohibited. In addition to assessment of a \$50 fine for each violation, the owner of any apartment where the violator is a resident and/or guest will be assessed all costs incurred to repair and/or replace any such damage.
- K. Residents are urged to take care to prevent blockage and/or damage to drain lines. The originating unit of any blocked and/or damaged drain line will be assessed all costs incurred in connection with clearing such blockage and/or repair of any damaged drain line attributable to negligence or misuse. Fines and costs of repairs will also be assessed against the responsible apartment owner.
- L. Pursuant to State Law, smoking in elevators, is prohibited. Smoking in stairwells, the pool, common area walkways and any enclosed or semi-enclosed area as well as first floor service areas is also prohibited. Smokers are reminded to please be considerate of your neighbors. Be aware that smoking on walkways and unenclosed Lanais may affect your neighbors' use of their lanai. A \$50.00 fine will be assessed for each violation.
- M. Behavior or actions by any resident and/or guest which unreasonably disturbs and/or poses an unreasonable risk of harm to any other resident and/or guest or their property, or constitutes a nuisance, is not permitted anywhere on the common elements or limited common elements. A \$100.00 fine will be assessed for each violation against the owner of the apartment where the violator was a resident, tenant and/or guest, plus any attorneys' fees and costs incurred by the Association in connection with such violation.
- N. Allowing a unit to be occupied by any person who had previously been evicted from Waikalani Woodlands upon demand made by the Association for violation of the Governing Documents will result in a \$500.00 fine against the apartment owner who leased to the evicted person, should the apartment owner fail to evict the tenant within thirty (30) days following receipt of written demand from the Board to remove the tenant from the premises.
- O. Anyone discharging any type of firearm (including but not limited to BB Guns, Air-Soft Guns, Paintball Guns, Pellet Guns) in violation of any applicable law, and/or except in self-defense, defense of another, or other use permitted by law will be assessed a \$500 fine for each violation.

## **SECTION 10 - SOLICITATION**

- A. No solicitation or canvassing is allowed in or on the common elements. Solicitation of proxies or distribution of materials relating to Association matters is permitted by owners on the common elements, provided that such solicitation occurs at a reasonable time, place or manner. Solicitation includes: (1) moving from door to door, either by knocking for verbal presentation or by attaching literature or samples to the door; and (2) advertising by placing signs in the ground, on structures or on bulletin boards. Real Estate Agents may advertise the sale of an apartment, but only during an open house for the sale of that apartment.
- B. Individuals or organizations wishing to solicit their wares may do so only by invitation of a resident and only wholly within that resident's apartment. Literature may be distributed only with the prior written approval of, and under conditions set by the Board.
- C. Newspapers must be put in boxes located in lobby area(s).
- D. Persons soliciting without obtaining prior written approval from the Board will be asked to leave the Waikalani Woodlands immediately and may be subject to prosecution of trespass.

## **SECTION 11 - EXCEPTION FOR HANDICAPPED AND/OR DISABLED PERSONS**

- A. Notwithstanding anything to the contrary contained herein, handicapped and/or disabled 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 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 exception 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 exception.
  - 3. 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 any additional information reasonably required by the Board in order to consider such a request, whichever shall last occur.

## **SECTION 12 - COMMON AREA STORAGE**

- A. Personal property of any kind may NOT be left or stored in any common area except those areas specifically designated for use as storage. The Association assumes no liability for any loss or damage to articles stored in common areas. Personal property, including, but not limited to, motorcycles, pocket bikes, bicycles, tricycles, toy cars, shoes, slippers, clothing, boxes, crates, baby strollers, shopping carts, etc., left or stored in any common area may be removed, and disposed of as abandoned property in accordance with applicable state law. Storage areas are meant for storage ONLY. There are no in-and-out privileges. Access is limited to one time per week and a maximum of no more than four (4) times per month.
- B. Residents who store belongings in a storage room must sign and return to the Resident Manager a "Hold Harmless Agreement" (Release and Indemnification Agreement), which may be obtained from the Resident Manager, or Security Guard on duty.
  - 1) Belongings must be stored and stacked in a safe, stable, and considerate manner.
  - 2) Belongings must be clearly marked with the owner's name and apartment number. (Unidentified items will be considered abandoned property and disposed of in accordance with applicable state law).
  - 3) Belongings must be organized so that there are aisles that are clear and unobstructed to permit firefighters and all residents using the room easy access to their belongings.
  - 4) Belongings must be arranged so that they can be easily moved for cleaning and fumigating.

## **FINE POLICIES AND PROCEDURES**

The Policy stated herein is subject to change with written notice mailed to the owners of Waikalani Woodlands as registered with the Managing Agent (MA).

Fines are not the exclusive remedy of the Association and imposing a fine does not preclude the Board of Directors (BOD) from enforcing the Association Of Apartment Owners (AOAO's) right under the Waikalani Woodlands Declaration, By-Laws and House Rules or by other legal means to include, but not limited to, filing suit, obtaining an injunction, or other equitable relief and recovery of damages.

Pursuant to the House Rules of Waikalani Woodlands, monetary fines will be assessed against the responsible owner for infractions by Owners, or their Tenants, Occupants, Guests or Business Invitees as set forth below.

Upon security issuing a warning violation, security shall report to the Resident Manager any fine issued after the warning. The owner/resident shall receive notice by email or mail of the fine attached to the violation.

## **DAMAGE TO COMMON ELEMENTS AND ASSESSMENT OF FINES**

- A. When a violation occurs, the Resident Manager (RM) or Security Guard on duty will provide a written warning (Violation of House Rules) to the violator ("Violator") to cure such violation immediately. If violation continues or is repeated, a Citation and a Fine is assessed to the Unit Owner. The Violation/ Citation of House Rules will be filed by the RM or Security Guard on duty and a copy will be sent to the Violator and Owner (or Owner's representative and Tenant as applicable). The RM shall report the violation to the Board of the AOAO and to the Property Manager (PM) promptly. Owners and other residents should report house rule violations and damages to the common elements by calling the RM or Security at 808-623-1500.
1. The Board will take prompt action regarding all violations of the Governing Documents.
  2. Damage to common elements shall be surveyed by Management and if the circumstance merits, the cost of repair or replacement and all fees incurred will be assessed to the responsible Owner. Owners are responsible for the conduct of their Tenants, Guests, and other Occupants of their apartment as well as any other person using the Project on their behalf.
  3. Damage to common areas and to other Owners' apartments as a result of faulty plumbing, fixtures, etc., within an apartment shall be the liability of the responsible apartment Owner causing the damage.
    - a. The Association may enter an apartment in which, or as to which, a violation or breach exists and summarily abate and remove, at the expense of the defaulting Owner, any structure, thing or condition that may exist therein contrary to the intent and meaning of the provisions hereof. The Board of Directors, the Managing Agent, and employees of the Association shall not thereby be deemed guilty in any manner of trespass.
    - b. The Association will enjoin, abate or remedy by appropriate legal proceedings either at law or in equity, the continuance of any such breach, with all costs thereof, including attorneys' fees, to be borne by the defaulting Owner.
  4. Interpretation by the Association and enforcement of these House Rules and the other Governing Documents shall be determined at the time of occurrence by Management, and/or security. Persons violating the Governing Documents or House Rules adopted pursuant thereto may be subject to:
    - a. Warnings
    - b. Denial of the use of recreation areas, common areas and/or other privileges.
    - c. Fines. Unless a different amount is specified in the applicable House Rules, fines will be assessed as follows:
      1. For violations that detract from the appearance of the project or interfere with orderly operations:  
First offense: violation will be logged and a warning citation issued  
Second offense: citation issued and \$50.00 fine  
Third offense: citation issued and \$100.00 fine  
Fourth and subsequent offense: citation issued and \$150 fine
      2. For violations that unreasonably interfere with the rights, comfort, or convenience of other residents, guests and/or owners:  
First offense: violation will be logged and a warning citation issued  
Second offense: citation issued and \$50.00 fine  
Third offense: citation issued and \$100.00 fine  
Fourth and subsequent offense: citation issued and a \$200.00 fine

3. Violations that constitute a threat to the personal safety or lives of other residents, or involve destruction or damage to the common elements a citation will be issued and a fine of \$200.00 will be assessed. No warning citation will be issued for these serious offenses, and/or they may immediately be referred to the Association's attorney for institution of legal proceedings, as deemed appropriate by the Board.
4. Fines not paid within thirty (30) days of original issuance may be referred to the Association's Attorney for collection, and assessment of all incurred attorneys' fees and costs.
5. Eviction. The Board may demand immediate eviction of a tenant who engages in habitual violations of these House Rules, and/or whose continued presence unreasonably denies the rights of other residents to quiet enjoyment of their unit and/or use of the common elements.
6. Legal Proceedings. The Association may institute legal proceedings to enforce compliance with these House Rules as reasonably determined by the Board to be necessary to protect the lives, health and/or safety of residents, and/or prevent or limit property damage.

#### **PRIORITY OF PAYMENTS FOR ASSESSED FINES**

1. Fines shall be assessed against the owner of an Association unit. All fines shall be paid through the Owner's account with the Managing Agent. If fines are not paid within thirty (30) days of original issuance for any violation, it will be added to the monthly maintenance fee billing statement with debit being applied to the Owner's account by the Managing Agent in the following priority:
  - a. Legal fees and fines
  - b. Late fees and special assessments
  - c. Maintenance fees
2. Violations of all House Rules will be kept on file by the Association as may be required by Hawaii law and the Association's document retention policy.

#### **APPEAL PROCEDURE**

An owner shall have the right to appeal any citation specifying a fine to the Board of Directors within thirty (30) days of issuance of the written citation assessing any fine, in accordance with the following appeal procedures:

Mailing via U. S. Postal Service to the Board of Directors OR sent via email to waikalaniwoodlandsoahu@gmail.com.

- a. If sent via U. S. Postal Service, the date of receipt shall constitute the date of the appeal. If sent via e-mail, the date indicated on the sender's e-mail shall constitute the date of the appeal.
- b. The submitted Notice of Appeal must contain a copy of the applicable citation, and a statement of the facts of the violation, including the reasons for appeal.
- c. Upon the making of a written request submitted with any appeal, the Board will schedule a hearing for the consideration of any appeal. The appealing owner will be provided written notice of the date and time of the hearing when the appeal will be considered, and will be entitled to present evidence and testimony in support of the appeal at such hearing. (Any written request for a hearing must be submitted at the time the appeal is submitted)

A written decision will be mailed within 30 days from the date the appeal was received, or within 30 days following any appeal hearing, if applicable.

