

# *ATKINSON TOWERS*

## *HOUSE RULES*

*Approved by the Board of Directors*

*DATE: October 21<sup>st</sup> 2013*

These House Rules supersede previous versions of House Rules and any previous policies of the Board of Directors that may be addressed in this version.

ASSOCIATION OF UNIT OWNERS  
ATKINSON TOWERS  
HOUSE RULES

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We are happy to welcome you to Atkinson Towers and hope you will find living here to be a happy and joyful experience.

To insure the peace, tranquility, safety, and well-being of the residents of this complex, certain rules and regulations must be adopted and enforced. To that end, this document (“House Rules”) has been prepared to insure all residents understand the decorum required for protecting all residents from annoyance or harm caused by improper conduct; provide maximum enjoyment of the facilities for all residents; avoid unnecessary expense caused by misuse of the common elements; and establish and maintain the friendly, pleasant and congenial atmosphere of Atkinson Towers.

These rules are based on common sense, consideration for others, self-respect and pride in one's dwelling. These considerations are present in all of us and abiding by these rules should present no difficulty for anyone; however, there will be some instances when residents will need to be reminded in a constructive way to abide by these rules. It is important that all residents and their guests be bound by these rules and by standards of reasonable conduct.

These rules may be revised from time to time as deemed necessary by your Board of Directors of Atkinson Towers (“Board”) in accordance with the By-laws of the Association of Unit Owners of Atkinson Towers (“Association”).

The full authority and responsibility of enforcing these House Rules has been delegated to the managing agent for the Atkinson Towers project (“Managing Agent”) and/or Atkinson Tower resident manager (“Resident Manager”). All unit owners, occupants, tenants and their guests shall be bound by these House Rules and by standards of reasonable conduct whether covered by these House Rules or not; provided, however, the Resident Manager shall be responsible for reporting the non-compliance or violation of said House Rules by occupants, tenants or their guests.

Definitions:

Unless the context otherwise requires, the following terms referred to in these House Rules shall have the following meaning.

“apartment” or “unit” means an apartment or unit in the Atkinson Towers project

“Association” means the Association of Unit Owners of Atkinson Towers

“Atkinson Towers project” means the Atkinson Towers Condominium project.

“Board” or “Board of Directors” means the Board of Directors of the Association.

“common area(s)” or “common element(s)” means the common element(s) of the Atkinson Tower project as set forth in the Atkinson Tower project Declaration of Condominium Property Regime of Atkinson Towers.

“FOB” means the electronic key fob used to enter the Atkinson Tower project building, the pool area and other secured entries for the Atkinson Tower project.

“House Rules” means the house rules adopted by the Board.

“Managing Agent” means the managing agent for the Association, which is presently Associa Hawaii.

“Resident Manager” means the resident manager for the Association and the Atkinson Towers project

“Resident Manager’s Office” means the office of the Resident Manager located on the



INFORMATION TO BE SUPPLIED  
TO OR BY THE ATKINSON TOWERS RESIDENT MANAGER

1. A copy of the House Rules will be provided to each unit owner.
2. Replacement copies or additional copies of these House Rules are available from the Managing Agent.. For the cost of this service, check with Resident Manager or call the Managing Agent for current quote.
3. Each new unit owner must sign a statement that they have received a copy of the House Rules. The new unit owner or the new unit owner's agent shall deliver the signed statement to the Resident Manager **prior to occupancy**. It shall be the responsibility of every unit owner to **maintain a copy of the House Rules** and to ensure that the House Rules are delivered to tenants. These House Rules shall be enforceable against all unit owners and tenants regardless of whether they have signed a statement that they have received a copy.
4. In the interest of safety and the general welfare of the residents, all unit owners are required to furnish and keep current the following information with the Resident Manager's Office.
  - a. Complete name, resident address, home and work telephone number, and emergency contact information for **every** owner of the apartment.
  - b. If unoccupied (permanently or temporarily), the name, address and telephone number of local person in charge of the unit.
  - c. If rented, the name, address, telephone number, and e-mail address of rental agent, and the names and contact information for ALL people signing a rental lease shall be given to the Resident Manager **prior to the tenants moving in**. Tenants must sign a statement saying they have received a copy of the House Rules, and that they understand and will obey the House Rules. A form on which this information can be filled out is available in the Resident Manager's Office. **If there are any changes to the names listed on the lease before the lease ends, a new form shall be filled out and turned in to the Resident Manager.**
  - d. Parking stall number(s) being used (owned or rented).
  - e. Names of any guests that will be using a ("FOB") to enter the building unaccompanied by the host.
  - f. All guests staying longer than 72 hours shall be registered.

- g. If a key is given to another Atkinson Towers resident of choice for emergency access (strongly recommended), provide name and telephone number of that individual to the Resident Manager's Office.

#### APARTMENT USE/OCCUPANCY

1. Atkinson Towers shall be operated as a residential apartment building and not as a hotel. The minimum lease/rental period is 6 months.
2. No commercial activities and/or other business shall be carried on in any apartment or on the premises if involves people coming in or out of the unit..  
No merchandise or any kind of stock should be exchanged within Atkinson Towers project perimeter.
3. Unit owners are responsible for the care of their apartment, its contents or any vehicle left in the complex and unit owners should appoint an agent to care for their property in their absence.
4. Unit owners/residents should notify the Resident Manager if they are to be absent from the apartment for more than a week, providing the name and telephone number of an emergency contact.
5. Any damages to any of the common and limited common areas and/or property of others, which results from the failure to maintain any items within an apartment such as plumbing, wiring, appliances, etc. shall be the responsibility of the unit owner of said apartment. (The unit owner shall be financially responsible to Atkinson Towers for such damages, but may personally require responsible tenant/guest to reimburse said unit owner).
6. Residents shall not require or ask employees of Atkinson Towers to perform personal services.
7. No waterbeds will be permitted in Atkinson Towers.
8. The maximum number of residents per apartment will be in accordance with current City and County of Honolulu Housing Code and State of Hawaii Department of Health Regulations. Currently, by law no more than four UNRELATED persons may share a unit in Atkinson Towers.

## DELIVERIES / SERVICE CALLS

A resident shall confirm in person with the Resident Manager at least 72 hours in advance to reserve a padded elevator for any expected delivery of furniture or appliances to their units. Residents must also arrange to use the "Service Vehicle" parking stalls located next to the Resident Manager's office. If you have an appointment for a delivery or service call (plumber, cleaning, etc.), you must reserve the usage of a Service Vehicle parking stall **before** the service provider arrives or the use of such stall may not be available. **Any vehicle using the Service Vehicle parking stalls without permission, or parking in areas designated "No Parking" at Atkinson Towers project, is subject to towing without warning.** Delivery shall be between the hours of **8:00 a.m.** and **4:00 p.m., Monday through Friday** and from **8:00 a.m.** to **12 noon** on Saturday; no deliveries will be scheduled or permitted on **Sundays or holidays.**

Neither the Association of Unit Owners of Atkinson Towers ("Association") nor the Resident Manager shall be responsible for personal property or deliveries left in the parking lot, at doors of Apartments, or any other place on the Atkinson Tower project common areas. Neither the Association, the Resident Manager, the Resident Manager's Office nor any other Association employee shall be asked to accept deliveries of any kind on the behalf of unit owners or residents, nor shall the Resident Manager, the Resident Manager's Office nor any other Association employee accept any such delivery; neither the Association nor its employees shall be liable for the loss of or damage to any article left with any employee in violation of this rule.

## SMOKING REGULATIONS

State Law prohibits smoking in elevators. Smoking is also prohibited in the lobby areas, walkways fronting apartment units, stairwells, the enclosed pool area, and other designated non-smoking areas. **Throwing cigarette butts throughout the Atkinson Tower project in the common areas is prohibited.**

## CONDUCT/NOISE

1. Unreasonable noises, disturbance, or conduct that may annoy or interfere with the rights, comforts, and convenience of anyone at Atkinson Towers shall not be tolerated. This rule especially applies to excessively loud stereos, televisions, radios, musical instruments, singing, shouting, loud talk, noisy social gatherings, unruly conduct, horseplay, running around in walkways and other common areas, and doors that close with a loud bang.
2. Bedrooms are next to walkway. When using walkway between the hours of 10:00 p.m. and 7:00 a.m. daily; extreme quiet must be observed.

## BUILDING APPEARANCE

1. Items such as clothes, towels, rugs or other objects shall not be hung on or from windows, doorways, walkways or lanai railings. No items of personal property such as footwear, bicycles, surfboards, doormats, plants, shopping carts, etc., shall be kept on walkways or other common elements of the Atkinson Tower project.
2. Unit owners shall be responsible for maintaining the cleanliness and appearance of their respective doors, windows and screens. **Violators will be given a written notice of violation. If not corrected within 14 days, the Association will correct the violation and assess the unit owner \$50.00 to cover cleaning expense.**
3. Unit owners shall immediately repair or replace broken windows and damaged screens. **Violators will be given notice of violation. If not corrected within 30 days of such notice, the Association, without further notice will correct the violation and charge the unit owner the actual expense of repair.**
4. Drapes, curtains, mini-blinds or shutter type blinds that are visible from the outside of the building shall be **white or off-white in color** and in good condition to enhance the outward appearance of the building. Tape, towels, plastic bags, etc., will not be permitted as window covering.
5. Nothing shall be attached to the outside walls of the buildings or the exterior of any door.
6. Personal property of any kind left in any of the common areas or common elements will be removed at the unit owner's risk and expense at the discretion of the Board in accordance with the provisions of Chapter 514B, Hawaii Revised Statutes.
7. Flat-bed carts shall be **immediately** returned to their ground floor storage area located near the Ewa dumpster bin after use.

## COMMON AREA USE

1. Rugs and other objects shall not be dusted or shaken from windows, lanais or walkways of the premises. No items shall be cleaned by beating or sweeping on the premises outside of the apartments.
2. **Absolutely no objects shall be thrown from the windows, walkways or lanais. This includes, but is not limited to: keys, gum and food. Violators will be fined \$250.00 for first offense and for each subsequent offense. Such violations may also lead to eviction.**



3. The grounds, walkways, stairways, elevators, entrances, driveways, and other similar common elements shall be strictly for ingress or egress from the parking or apartment areas. No loitering will be permitted at any time. The common areas will be kept free of obstruction at all times.
4. Skateboarding, roller skating, bicycling and the like are not allowed in walkways fronting units and on other common elements.
5. No personal property of any kind may be placed or stored in or on any common elements, including meter closets opposite the elevators.
6. Furniture, furnishings and equipment placed in the common areas by the Association shall not be altered, removed or transferred to other areas, unless directed by the Association.
7. When walking in common areas including the lobby, adults and children shall wear shoes or slippers. No nudity will be allowed.
8. Children less than seven years of age must **ALWAYS** be accompanied by an adult in the common and limited common areas, e.g., elevators, walkways, lobby, stairwells, pool and parking lot. Running or playing in common and limited common areas is prohibited.
9. Barbecuing is prohibited in all common areas and on lanais, provided however, only electric grilling done within the confines of units is allowed.
10. Flat-bed carts are available for use by residents. They are not to be used for very heavy loads (furniture, appliances, etc.), because the wheels will damage the tiles near the elevator landings. Contractors and service vendors are not allowed to use the flat-bed carts.
11. Carts of any type shall not be brought into the Atkinson Tower building between the hours of 10:00 p.m. and 7:00 a.m.
12. Shopping carts that are the property of grocery stores or other merchants are not allowed on Atkinson Towers project premises.
13. Shirts and footwear are required in all public areas including hallways, elevators, and lobbies. The only exclusion is the pool deck.
14. Plants. No plants will be placed on hallways, window ledges, or anywhere in the common area.
15. Entry Door to Apartments. No shoes, surfboards, foot mats, etc. shall be allowed to remain in view at front entrances of units.
16. Spitting within the Atkinson Tower building is not permitted.

17. Acts of willful damage are prohibited and will be subject to fines and claims for damages. This includes, but not limited to, scraping and marking and damaging elevators, elevator hallway buttons, hallway floors, ceilings, doors, fire extinguishing equipment, lighting, glass windows and any common area property.

### SOLICITING AND CANVASSING.

1. Soliciting or canvassing for any purpose shall not be permitted in the common or limited common areas except for the distribution of materials relating to Association matters by the Managing Agent, the Association or unit owners at reasonable times.
2. All signs will be prohibited, except for the event of an "Open House". The unit owner is to instruct the real estate agent that an "Open House" sign-advertising event is permitted only at the Atkinson Drive entrance Mondays through Saturday from 8:00 am to 5:00 pm. Real estate agents must be present when clients are in the property to see a unit.
3. The business card of the real estate company or agent or a 3" X 5" index card may be posted adjacent to apartment number board at the entry-phone. Signs must not obstruct pedestrians on the sidewalk, and must be secure so as not to be blown around by the wind. Signs must be removed immediately after conclusion of the open house.

### FIRE AND SECURITY

1. Residents shall not admit unknown persons into the lobby areas. Any doubts concerning the authorized admission of any person into the lobby area or common areas should be brought to the attention of the Resident Manager who can be contacted at 946-7442, the Resident Manager's Office.
2. Residents shall not use or bring hazardous, flammable or explosive substances on the Atkinson Tower project premises. Fireworks of any kind are strictly forbidden on the Atkinson Tower project premises.
3. Fire regulations require that all fire doors remain closed and unobstructed at all times. Do not obstruct or block the fire doors and do not open the fire door except in emergencies.
4. Anyone found tampering with the firefighting equipment, fire alarms, fire doors, fire suppression equipment or the fire sprinkler system on the Atkinson Tower project premises will be subject to criminal charges and will be liable for all repair costs, replacement costs, or damage caused.
5. Interior smoke alarms should be in working condition at all times and batteries should be charged at all times.

## STORAGE ROOMS

Storage rooms are not part of the unit owner's unit and can be removed at any time by the Association.

1. **All items kept in the storage room shall be kept within the boundary of area assigned to the specific unit.** Any items stored within the common area of the storage room shall be considered abandoned and may be disposed of in accordance with Chapter 514B, Hawaii Revised Statutes and/or the Hawaii Landlord/Tenant Residential Code.
2. All items kept in the storage rooms shall be stored at the unit owner's risk. Loose items shall be boxed and stacked neatly in the assigned storage area. Items should be marked with the unit owner's name and apartment number. Only items which are the property of the current resident, shall be stored in the storage room. Any items left in the storage rooms by former residents shall be disposed of by the current unit owner or current unit owner's agent.
3. **No items of a volatile, flammable, hazardous, or odorous nature shall be kept in the storage rooms. If this occurs, the items will be removed by the Association and the cost of disposal will be invoiced to the unit owner.**

## TRASH DISPOSAL

1. Hours for disposal of all refuse are 7:00 a.m. to 10:00 p.m.
2. All trash including, garbage, cans and bottles shall be in securely tied plastic bags before depositing into the trash chute. **Trash bags larger than a fifteen (15) gallon kitchen trash bag and/or over 10 pounds shall be hand-carried down to the trash bins on the ground level.** All recycled items should be put into bins separately, and not be in bags or tied bundles.
3. There is a recycle bin on the ground level for newspapers (not magazines), aluminum cans (clean) and glass containers (clean, minus lids). Sort and place items in proper bin.
4. All cardboard boxes, brooms, mops, and other large items that will clog or damage the trash chute shall be hand-carried to the trash bins on the ground level. All cardboard boxes and/or large items shall be broken down and flattened before placing into trash bins. **Christmas trees** shall be disposed of off property by the resident.
5. Liquid material such as paint, paint thinner, cleaning fluids, solvents, gasoline, kerosene, oil, and other fluids as well as batteries **ARE NOT** to be deposited in

the trash bins. All such products shall be disposed of in a manner that is in accordance with Federal, State of Hawaii, and City and County of Honolulu statutes, ordinances and regulations as related to hazardous materials.

6. **Do not place** garbage containers, bottles or items of refuse outside an apartment or in any common area.
7. The unit owners/tenants shall be responsible for disposing of all large items off premises, such as large appliances, furniture, televisions, computers, monitors, desks, and carpet. The City and County of Honolulu has a bulk refuse pickup area for certain type items. Check with Resident the Manager's Office for location and hours of operation for such facilities.
8. Construction and demolition material shall be removed from the Atkinson Tower project premises by the unit owner, agent or contractor. The unit owner shall be responsible for clean up spillage and residue from all common areas.

### PETS

1. No dogs, cats, or animals of any kind except fish, service animals and emotional support animals shall be brought into Atkinson Tower building, kept in any apartment or in any other part of the Atkinson Towers project. **Violators will be fined \$100.00 for the first offense and for each subsequent offense.** This rule also applies to animals belonging to guests of unit owners and/or tenants; however, nothing herein shall be interpreted to hinder full access to the apartments and common areas by disabled persons accompanied by their certified service animals.
2. **The feeding of wild birds and stray animals on the Atkinson Towers project premises will result in a \$150.00 fine for the first offense and for each subsequent offense.**
3. The Board recognizes that an emotional support animal may be a reasonable accommodation exception to the Association's "no pets" policy, and that an emotional support animal does not require any specialized training. Finally, the Board would like to take this opportunity to clarify that "service animals", including emotional support animals, are not required to be "certified". A request for a reasonable accommodation must be made to the Board through the Managing Agent, telephone number (808) 836-0911, and must be accompanied by verification by an appropriate medical provider.

The Board is committed to providing equal housing opportunities and to complying with state and federal fair housing laws.

## PARKING

1. **Atkinson Towers has no visitor parking;** occupants must provide a parking stall or direct their visitor/guest to park off the premises. Tenants should understand that any vehicle parked in designated no parking zones will be towed without notice.
2. Parking stalls are assigned to specific units for their exclusive use and shall not be used or occupied by others without permission of the unit owner. Although vehicles parked without authorization may be towed at the vehicle owner's expense, residents are urged to not do this until an effort is made to find the owner of the unauthorized parked vehicle.
3. The assignee of the stall is responsible for its cleanliness. The Association reserves the right to charge the cost of stall cleaning if, after notification, the assignee fails to properly maintain a parking stall free of dripping oil, brake or transmission fluid.
4. Stopping in the portico area shall be limited to loading and unloading of passengers, luggage and groceries. The vehicle shall not be left unattended. When stopped, the vehicle's engine and stereo shall be turned off.
5. The speed limit on Atkinson Towers project premises is five miles an hour. No speeding, racing of engines, extended idling or tire squealing is allowed.
6. No vehicles are allowed to protrude beyond assigned parking stalls or to block driveways. Oversized commercial vehicles are not permitted to utilize Atkinson Tower parking stalls.
7. No personal property, trailers, furniture or any other items shall be stored within assigned stalls or parking areas. Bicycles are not permitted on the parking stalls or common area and should be kept inside the unit owner's unit. Motorcycles, however, may be kept within the confines of the assigned parking spaces, provided they are registered with the City and County of Honolulu and do not protrude beyond the assigned parking stall. Any unregistered bicycles, motorcycles or motor vehicle will be deemed abandoned and may be disposed of in accordance with Chapter 514B, Hawaii Revised Statutes and Hawaii Landlord/Tenant Residential Code.
8. No repairs or maintenance of vehicles will be permitted in the parking areas with the exception of minor emergency repairs such as flat tires, jump starting and fuse replacement. Examples of things that are not permitted are brake replacement, oil changes or draining of any vehicle fluids and engine tune-ups.

9. Parking areas and driveways may not be used for any recreational activity. Ball playing, skateboarding, roller blading, skating and riding bikes or scooters are strictly prohibited.
10. Driving between or over wheel stops in front of the parking stalls is strictly prohibited.
11. Unit owners may rent parking stalls ONLY to residents of the Atkinson Towers project.
12. Use of running water is not permitted in Atkinson Towers parking stalls because there is no storm drain.
13. Strict rule enforcement on the 15 minute parking zone will be applied and cars or trucks will be towed at the vehicle owner's expense unless authorized by Resident Manager.
14. The contractor/vendor parking stalls must be reserved in advance, the sooner the better. If the spaces are full on the day and time desired by an occupant, the delivery must be rescheduled.

**15. Service Parking**

**Service Parking Hours: Monday thru Friday 8:00 a.m. – 4:00 p.m., Saturday 8:00 a.m. – 12:00 noon; closed Sundays & holidays.** Use of a Service Vehicle parking stall after hours will be limited to ambulance, police and fire vehicles and companies responding to building emergencies that affect the common elements. Service Vehicle parking stalls may be assigned for use during a Board meeting.

Companies on a service contract with the Association shall have priority use of the Service Vehicle parking stalls. Residents must reserve the usage of a Service Vehicle Parking stall in advance. Any vehicle using the Service Vehicle parking stalls without permission is subject to towing without warning.

**16. Loading Zone**

Parking in the loading zone is limited to 15 minutes; however the 15 minute loading zone may be assigned for use during a Board's meeting.

**17. Towing**

The Association may contract a towing company to provide 24 hour random roving service to tow away vehicles violating the designated tow zones, Service Vehicle parking stalls or 15 minutes loading zone or vehicles parked in driveways or outside designated parking stall areas. The tow away zone in the driveway adjacent the Mauka fence line will be limited to emergency vehicles (ambulance, police, and fire), and day time scheduled commercial moving /deliveries and unauthorized vehicles in this tow away zone will be towed at the owner's expenses without notice. No vehicle may be left unattended in designated No Parking zones. **Vehicles left unattended in the No Parking zones will be towed at the owner's expense without notice.**

## SWIMMING POOL

1. **There is no lifeguard on duty at the pool.** All persons using the pool do so at their own risk. For health and safety, a competent ADULT swimmer of good judgment must accompany non-swimmers and poor swimmers as well as those under the age of 14 at all times and **must remain with them within the immediate pool area.**
2. Prior to going into the pool area, the regulations posted at the pool gate must be read and shall be strictly adhered to.
3. State law requires that the pool gate be locked at all times. Access the pool area with building access FOB. Do not block or leave the pool gate open.
4. Use of the swimming pool is permitted only during the hours 9:30 a.m. to 7:00 p.m., daily, except when pool is closed for maintenance.
5. Guest(s) are not permitted in the pool area unless accompanied by a responsible Atkinson Towers resident who is responsible for ALL actions of their guests.
6. Guests in the pool will be limited to four per each adult resident in attendance.
7. **Glass of any description, radios/stereos (except when used with head phones), televisions, musical instruments, toys, rafts, scuba gear, facemasks, fin, nets and balls are prohibited from the pool area.**
8. No boisterous or loud conduct, diving, running, jumping, dunking or excessive splashing is allowed.
9. Children who are not toilet trained are required to wear pool diapers. Cleaning and disinfecting of the pool, caused by non-compliance, will be charged to the unit owner/host of the offending party.
10. No person afflicted with an infectious disease, suffering from a cold, cough, or sores, or wearing bandaids or bandages shall use the pool.
11. Pool area furniture and equipment will not be removed from the pool area.
12. Intoxicated persons are not allowed use of the pool area. No alcohol is allowed in swimming pool area.
13. After using the pool, residents and guests will dry themselves thoroughly before entering the lobby or elevators of the Atkinson Towers project.

14. Restrooms will remain open only during pool hours.
15. No food or drink is allowed in the pool or on pool deck.

### LANAIS

1. No textile items including clothes may be hung on any lanai which would be visible to persons outside the building.
2. Only furniture and small potted plants appropriate to lanais may be used thereon. Screens and other articles which, in the opinion of the Board, are unsightly shall be removed. Hanging plants must be hung at least three feet inside lanai railing.
3. Containers shall be placed under all potted plants to avoid dripping water on the lanais or other areas.
4. The sweeping and mopping of lanais and adjacent areas shall not create a nuisance to persons residing in lower or adjacent apartments or to persons on the grounds of the premises.
5. Dust mops, rugs and similar items shall not be shaken over the lanai railing.
6. Feeding birds on the lanai or on the Atkinson Tower project premises is prohibited.
7. Absolutely no objects shall be thrown of lanais walkways and windows.  
**Violators will be fined \$250.00 for first offense and for each subsequent offense. Such violations may also lead to eviction.**
8. Bicycles and surf boards may be kept on lanais.
9. All sunscreens and lanai enclosures shall be of the type approved by the Atkinson Towers Board of Director. No canvas, bamboo, cloth, plastic or wood shall be used as sunscreens or privacy screens on lanais if they can be seen from outside the unit.

### FINE PROCESS

1. A written statement of the alleged violations will be provided to the unit owner and other person against whom such charges are made, and such written statement will provide a date on which the charges shall be heard.
2. The unit owner will receive the written statement of charges at least 15 day prior to the hearing.
3. The proceedings will be brought against the unit owner within 60 days after the



occurrence of the alleged violation, subject to the availability of parties involved.

4. The Board shall appoint a panel of three (3) persons to hear the charges and evaluate the evidence of the alleged violation.
5. At the hearing, the unit owner of the unit involved will have the right to present oral and written evidence and to confront and cross examine adverse witnesses
6. The panel will deliver a written decision to the unit owner within 7 days after the hearing specifying the fines levied, if any, and the reasons therefor.
7. Unit owners are responsible for the actions/behavior of their tenant's and/or family members and guests. All fines, late charges, attorney's fees, and any other expenses incurred by the Association while enforcing these Houses Rules are charged to the unit owner of the unit involved and the unit involved. In the event of a tenant's violation of these House Rules, it is the unit owner's prerogative to effect reimbursement for fines and attorney's fees from that tenant.
8. Copies of all citations and fines issued to residents will be sent to the appropriate unit owner and/or rental agent.

#### 9. FINES SCHEDULE

- a. A fine of **\$250.00** fine will be assessed to a unit owner for **each offense** of owners/tenant/guest throwing objects from walkways, windows, or lanais. Violators may also face eviction.
- b. A fine of **\$100.00** will be assessed to a unit owner for **each offense** of unauthorized pets. Violators may face eviction.
- c. A fine of **\$150.00** will be assessed to a unit owner for **each offense** of feeding of wild birds and stray animals on the Atkinson Towers project premises.
- d. For a first offense for ALL other violations of these House Rules, other than 9.a thru 9.c above: A written citation to be given or mailed to the unit owner and/or occupant.
- e. For a second offense for ALL other offenses, other than 9.a thru 9.c above: A written citation to be given or mailed to the unit owner with notification of a **\$100.00** fine. This second and subsequent violations do not need to be for the same type of offense.

- f. For a third offense for ALL other offenses, other than 9.a thru 9.c above:  
A written citation to be given or mailed to the unit owner with notification of a **\$150.00** fine.
- g. For a fourth offense for ALL other offenses, other than 9.a thru 9.c above: A written citation to be given or mailed to the unit owner and a **\$250.00** fine.  
For a fifth offense for ALL other offenses, other than 9.a thru 9.c above:  
A written citation to be given or mailed to unit owner with notification of a **\$500.00** fine.

1. APPEALS OF FINES:

- a. Within 15 days after the fine is assessed, a unit owner may appeal the assessed fine to the Board by delivering a written notice of appeal to the Board or the Managing Agent.
- b. The notice of appeal must contain a copy of the citation, the basis for the appeal, a statement of the facts of the offense, the names and addresses of any witnesses, and copies of any proposed exhibits. The unit owner (with tenant/guest if appropriate) may request to be heard at a Board meeting on the appeal..
- c. The Board will deliver a written decision to the appealing owner within thirty (30) days of the receipt of the notice of appeal or unit owner's appearance before the Board, whichever is later.
- d. If the fine is paid, the unit owner shall have the right to initiate a dispute resolution process as provided by sections 514B-161m 514B-162 or by filing a request for an administrative hearing under a pilot program administered by the department of commerce and consumer affairs.

2. PAYMENT OF FINES, LIABILITY AND PRIORITIES:

A fine must be paid to Atkinson Towers through the Managing Agent within 30 days after the fines are levied.

- a. Unit owners shall be liable for their own fines and for fines assessed against their tenants, guests, family members, agents or employees.
- b. If the unit owner fails to pay or to appeal a fine within 15 days after the fine is levied against the unit owner, the fine shall be lien chargeable against the unit owner's unit. The unit owner shall be assessed a late fee and interest on all unpaid fines due to the Association.
- c. If fines are not paid when due, the matter will be referred to the Association's

legal counsel for necessary action with all legal fees to be paid by the violator and/or unit owner pursuant to Chapter 514B, Hawaii Revised Statutes.

- e. Priority of Payments: Any payments received by the Association will be applied to charges on a unit owner's account in the following order:

Toward the payment of expenses and attorneys' fees assessed to the unit owner

Toward the payment of fines assessed against the unit owner

Toward the payment of late fees and accrued interest against the unit owner

Toward any non-sufficient funds charges or other posted charges against the unit owner

Toward the payment of special assessments against the unit owner;

Toward any lease rent payment assessed against the unit owner;

Towards the payment of any miscellaneous charges against the unit owner; and the balance remaining, if any, toward the payment of regular monthly assessments applied to oldest balances first.

Such acceptance and application of payments shall not be construed as a waiver of any rights the Association may have against such unit owner for any and all outstanding amounts due and owing to the Association. The Board, at its sole discretion, may refuse acceptance of any payment which may be insufficient to satisfy all amounts due and owing to the Association.

### 3. Late Fee and Delinquency Action Policy:

- a. A late fee in the amount of 5% will be assessed for each monthly common expense assessment or fine that is not paid in full by the fifteenth (15th) day of the month.
- b. Unpaid common expense assessments, fines or other unpaid charges which remain unpaid at the end of the billing month will incur interest charges at the rate of one percent (1%) per month. Delinquent amounts in excess of **\$1,000.00** may lead to further action and foreclosure.

## KEY POLICY

### **BUILDING ACCESS FOBS (Computer Controlled Access System)**

- a. Additional Electronic Key Fob ("FOB"), Additional FOBs are provided only at the request of unit owner(s) or authorized agent of unit owner(s). **The total number of active FOBs for each apartment unit shall not exceed five (5)**. There is a non-refundable **\$50.00** service fee for each additional FOB. If a replacement is requested for a missing fob,

and that missing fob is later found, the replacement **may not** be returned to the office for a refund.

- b. **Missing/Damaged/Lost/Stolen FOB(s)**. Unit owners are responsible to Report all lost/stolen FOB(s) with FOB(s) number(s) so they can be deleted from the access system. **If FOB number is unknown the unit owner shall provide inventory of FOBS issued to the unit owner so the office can determine the lost FOB number.** After the FOB number is identified and deleted from the control system, a replacement FOB can be issued to the registered unit owner or registered agent. There is a non-refundable **\$50.00** service fee to delete a lost FOB from the access system and for each FOB replaced.
- c. **Inoperable FOB(s)** that have no physical signs of damage may be returned to the Resident Manager's Office for exchange at no cost.

## UNIT KEYS

1. Atkinson Towers is not responsible for, nor shall Atkinson Towers maintain, key(s) that access apartment units.

## MAILBOX KEYS

1. There is a fee of **\$50.00** to replace a mailbox lock and key. Mailbox keys shall remain with the unit.

## MOVING POLICY

### MOVE IN or MOVE-OUT

1. A **\$50.00** fee payable by the unit owner in the form of a check or Money Order made out to "Atkinson Towers" is required to schedule and confirm a date to move in or out of the building. This cost covers the installation and removal of protective padding for the elevators. Use of elevators without padding for moving in and out is prohibited.
2. The Association will attempt to accommodate the move in or move out date on the day requested; however the request and fee must be made a minimum of **48** hours in advance and is subject to availability of elevator, the Resident Manager's schedule. Etc. There will be only one move in or move out scheduled per day to avoid disruption of elevator service and disruption in the lobby area and parking

area. It is extremely prudent to schedule your move as much in advance as possible in order to get the date best suited to your schedule. Advance notice is also required to allow for installation of the elevator pads.

3. Moves are allowed only during the hours of 8:00 a.m. to 4:00 p.m., Monday thru Friday, 8:00 a.m. to 12:00 p.m. on Saturdays. **NO MOVING SHALL BE DONE ON SUNDAYS OR HOLIDAYS AND NO MOVING WILL BE ALLOWED WITHOUT A SCHEDULED APPOINTMENT.** This also applies to delivery of newly purchased furnishings.
4. The Resident Manager will assign an elevator and only the assigned elevator will be used for move in/out. When the moving company arrives, the moving personnel must report to the unit owner/resident to receive instructions for the elevator to be used.
5. Any items which a resident or tenant cannot fit into either the apartment or storage area must be removed from the property

## RENTAL POLICY

1. A copy of the lease will be provided to the Resident Manager before such tenant is allowed in any apartment.
  - a. In no case shall an apartment be leased or rented for a period of less than six (6) months
  - b. Unit owner or the unit owner's authorized agent shall notify and maintain a current registry with the Resident Manager of the names of all occupants. If any tenants on the lease leave, or new ones are added to the lease, the Resident Manager must be informed, and the tenant registry form must be updated.
  - c. Unit owners or agents who lease or otherwise permit occupancy of any apartment shall provide a copy of the House Rules to their tenants and shall familiarize the occupants with building facilities/amenities. The unit owner shall assume responsibility for the actions or omissions of the agent as well as the occupant of the apartment unit.
  - d. Occupants of Atkinson Towers project whether unit owners or renters, shall sign a statement that they have received and read a copy of the House Rules, and agree to all conditions listed therein.
2. Unit owners/agents wishing to post "for rent" notices on a 3"x 5" card on the lobby bulletin board should contact the Resident Manager.

## RENOVATION POLICY

1. All plans must be approved by the Board. No alterations or modifications to any unit shall be made without prior written notification to the Board and receipt of written consent from the Board. Request forms are available at the Resident Manager's Office.
2. Failure to get approval from the Board and required governmental permits for renovations or alterations before performing such work will render the work in violation of the House Rules and/or Honolulu City and County ordinances, and may require changes or removal of renovation, alterations or improvements at the unit owner's expense.
3. Some minor repairs, such as painting, minor wall or door damage repair, and the like may not require Board of Director approval; however, it's best to first ask the Resident Manager.
4. For approval, the Board requires submission of the following:
  - a. Plans including, drawings, elevations and details for the proposed alteration.
  - b. Description of the changes to be made in writing and specified by room.
  - c. Include the particulars of any fixtures, equipment or appliance to be installed.
5. Upon review and approval by the Board a building permit may be required from the Department of Planning and Permitting, City and County of Honolulu, for any plumbing, electrical, moving or adding walls or the changing out of windows if different than the exact replacement of what is currently in place.
6. No work may commence until (a) the written approval of the Board and (2) a building permit is issued by the City and County of Honolulu (if required) and copies of such approval and permit are provided to Resident Manager's Office, and a copies are posted in the unit's window.
7. All work must be performed by a licensed and insured contractor.
8. The Resident Manager must be notified when renovation work is initiated. Diligent completion of renovation must be achieved after work is initiated, and the Board must be notified when the project is complete.

9. Except for emergencies, All work shall be performed only between the hours of 8 a.m. to 4 p.m. Monday – Friday. No work on the weekend and holidays. See office for a holiday schedule.
10. Building material may be delivered Monday through Friday between the hours of 8 a.m. and 4 p.m. Building materials are not to be stored or cut on the parking areas or any common areas of the Atkinson Towers project.
11. Construction trash and left over construction materials are the responsibility of the owner/contractor and not the Association. Trash management must be planned and the service coordinated with the Resident Manager. Such materials may not be disposed of in Association's dumpsters.
12. All code and permitting violations will be reported to the City & County of Honolulu for enforcement
13. Board's approval is required before starting renovation or permitting process through the Department of Planning and Permitting, City and County of Honolulu.
14. The renovation and construction policy adopted by the Association must be strictly adhered to when presenting plans to the Board for approval.
15. Before proceeding with remodeling, painting, replacement of appliances or carpet, the unit owner must notify the Resident Manager in order to obtain building standards and rules regarding use of the elevator, stairwells and common areas.
16. Plans for removal of, or any renovations requiring alteration of the original "popcorn" ceiling coating must be presented to the Board for approval. It is against Hawaii State law to remove or alter the asbestos "popcorn" ceiling coating without using a professional contractor licensed for hazardous material removal.
17. No structural changes of any type shall be permitted within or outside of an apartment
18. No projections shall extend through any door or window opening into any corridor or beyond the exterior face of any apartment.
19. It is required that the installation of all tile, hardwood, and similar hard surface floors in apartments include noise insulating materials below the floor in order to prevent sound transmission to the apartment below.
20. Every unit owner from time to time shall perform repairs, maintenance (to include regular drain maintenance), and alteration work within his/her unit, the

omission of which would adversely affect any common element or any other unit, and shall be responsible for all loss and damage caused by his/her failure to do so.

21. Air conditioners will be allowed provided plans are submitted and approved by the Board prior to installation. Approval must be consistent with the provisions in the governing documents and Chapter 514B, Hawaii Revised Statutes and shall meet all the requirements set forth in Atkinson Towers Renovation Policy and the following:
  - a. All air conditioners must be housed completely within the apartment unit and meet current building code requirements.
  - b. Portable air conditioning units are acceptable as long as mounting is done internally to units with no exterior alternations to the building.
  - c. Air conditioning units must be dripless or have a self-contained or drip-in condensation collection system. No water is to be disposed outside the unit,
  - d. **Before installing any air conditioner** the unit owner must submit detailed drawings to Board for approval.
  - e. **Request for installation of any air conditions must be from the unit owner.**
  - f. **A building permit** must be obtained when applicable.

## WATER DAMAGES INSURANCE CLAIM POLICIES

Condominium associations in Hawaii are finding it harder and harder to get insurance coverage from the few remaining insurance companies still covering condos on our Islands. The biggest item causing problems obtaining insurance, these insurers tell us, seems to be the number of water claims submitted for processing. Your Board is concerned that the insurability of the Atkinson Towers project remains satisfactory, and has therefore been proactive by approving the following policy for submitting claims for water damage. It is important for unit owners to be aware of this information since it describes how insurance claims for water damage will be handled.

1. The Association's insurance:
  - a. Covers the building, common elements, and items included in an apartment, **as built** ;



- b. Does **not** cover an occupant's furniture, other personal property, or upgrades to the apartment under any circumstances.
2. The Association insurance policy has a **\$5,000.00** deductible for other than a hurricane loss, which will be assessed against the unit owners who caused the damage or from whose units the damage or cause of loss originated. The deductible can be covered by the unit owner's personal insurance policy.
3. The Association and the Board has made it mandatory for all home owners/occupants to obtain insurance to cover the liability of a unit owner, which liability shall include but not be limited to the deductible of the unit owner whose unit was damaged, any damage not covered by the Association's insurance, as well as the decorating, painting, wall and floor coverings, trim, appliances, equipment and other furnishings. Failure to provide our the Managing Agent with proof of insurance permits the Association and Board to acquire insurance for the unit owner and charge the reasonable premium cost back to the unit owner. In no event is the Association or Board liable to any person either with regard to the failure of a unit owner to purchase insurance or a decision by the Board not to purchase the insurance for the unit owner, or with regard to the timing of the purchase of the insurance or the amounts or types of coverage obtained.
4. The types and minimum levels of insurance required for each unit and unit owner is as follows:
  - Dwelling Coverage - \$10,000.00
  - Liability Coverage - \$300,000.00
  - Loss Assessment - \$5,000.00

The Association recommends that you confer with your personal insurance agent to choose limits for your policy that best fit your needs. The above is a minimum requirement and in no way suggests that is all the coverage that you may need
5. Unit owners suffering water damage loss that is not covered by the Association's insurance policy and that emanated from a leak in another apartment **will be referred to the unit owner of the responsible unit for reparations** from that unit owner and/or that unit owner's insurance company.
6. The Association is **not** the insurer of unit owner's personal property, unit improvements or personal liability. It is not responsible for damage to a unit simply because the problem originated in, on, or from the common elements. Instead, the Association is only liable for damage if there is negligence on its part, as determined by competent legal authority (insurance carrier adjuster or legal authority like the court), and is found to have caused the problem which resulted in the loss and subsequent damage.

7. The Managing Agent is the authorized representative to submit a claim to the Association's insurance company to determine potential coverage of an insured. If the total amount of expected damage is less than the deductible amount, a claim will not be filed since no money would be available from the insurance carrier. However if there is a doubt as to the total value of a property loss, then a claim may be filed so that the appropriate investigation can be done in a timely manner. There is a statute of limitation in which a property claim can be filed and for which coverage available.
8. If a water leak is reported to the Resident Manager or other Atkinson Tower personnel, the attempts will be made to contact the unit owner or managing agent of the unit in question in order to gain access to the unit **immediately** and stop the leak **as soon as possible**.
9. In the case of an emergency, the Resident Manager or the contractor engaged by the Association has the authority to enter the unit at the unit owner's expense.
10. In connection with any leak, the Association may retain a water damage extraction and restoration company to initiate a cleanup of the affected areas and units.
11. A report will be generated and sent to the Managing Agent and the Association's insurance agent.
12. Affected unit owners should **immediately** notify their home owners or renters insurance companies.
13. The Association's insurance company adjustor will evaluate the damage caused by the water leak and will determine the cost of repairs covered by the Association's insurance policy.
14. The Association will repair or cause to be repaired all damages covered under the Association's insurance policy.
15. After notice and an opportunity for a hearing, any deductible under the Association's insurance policy will be assessed against the unit owners who caused the damage or from whose units the damage or cause of loss originated.

## CAMERA SURVEILLANCE POLICY

Over a period of time, a number of cameras have been installed in various places at the Atkinson Towers project, the primary purpose of which is to deter criminal activity. Accordingly, the question has arisen as to who is entitled to review those videotapes and for what purposes.

The Board 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 are NOT monitored on a continuous or regular basis and the Association assumes no responsibility for notifying police or other emergency services of incidents which occur in the surveillance areas.
- C. A videotape record is made of the cameras' observations. The surveillance videotapes are intended for assistance in the identification of persons committing criminal acts.
- D. If a complaint is filed with the police department concerning any incident on the property, copies of the relevant surveillance videotape(s) shall be provided to the police and/or prosecutor's office upon request.
- E. Copies of surveillance videotapes will not be provided to any other persons except pursuant to subpoena or court order.
- F. Surveillance videotapes shall be kept for fourteen days. If no complaint is received of any damage or loss during that time period, such videotapes may be erased or reused as determined by the Board in its sole and absolute discretion.
- 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 reuse of a videotape at any time.
- H. The Association, its officers, 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 camera observing the pool area is not for safety purposes and is not monitored on a continuous or regular basis. Use of the pool is at the user's own risk.

# *ATKINSON TOWERS*

## FIRE AND EMERGENCY EVACUATION PLAN



***How to use this guidance:*** Being prepared for a disaster is everyone's personal responsibility; this guidance is attended to help residents make informed decisions on how to minimize the risks starting a fire, what to do in the case of a fire and how to proceed with the aftermath of a fire. Furthermore this guidance provides information on tsunami and hurricane preparedness. This Document should be shared with any new resident upon arrival and reviewed by occupants to be as prepared as possible during any major emergencies.

## **IN CASE OF FIRE**

If you wake in bed with smoke in the room:

- Roll out of bed
- Stay low and crawl to the door. Smokes fill a room from the ceiling down.
- Test the door with the back of your hand.
- If the door is hot, go to another exit.
- If the door is cool, open it slowly and go to your meeting place outside the home.
- Use your neighbor's phone and call for help (**DIAL 911**).
- Do not go back in your home. You may be seriously injured
- Sound the alarm if you pass it outside of the stairwell during an evacuation.

## **IN A HIGH RISE APPARTMENT**

Follow the same rules and include the following: Take the stairs when exiting. Close the door behind you and take your keys. Do not use the elevator. Elevators may open at a floor on fire or stop working, trapping you inside.

## **IF YOU ARE TRAPPED INSIDE YOUR APPARTMENT**

- Close the doors between you and the fire.
- Stop up cracks and vents to keep smoke out.
- Put a wet cloth over your nose and wait at a window.
- Phone the fire department, DIAL 911.
- If unable to reach a phone, signal for help with a sheet or flashlight

## **IF YOUR CLOTHES CATCH FIRE**

- **STOP** - Do not run. It will fan the flames making them bigger.
- **DROP** - To the Ground or floor immediately and cover your face with your hands
- **ROLL** - Over back and forth to smother the flames.

## **EMERGENCY PHONE PROCEDURE**

- DIAL 911.

- Ask for the service you want:
  - FIRE
  - POLICE
  - AMBULANCE
  
- Give your address Atkinson Towers , 419 -A Atkinson Drive
- Give your room number and floor.
- Give your name
- Give the type of emergency.
- Don't hang up until the emergency operator finishes talking to you!
- Give your phone number.

### **ESCAPE ROUTS**

Plan two or more escape routes from every room, remember, a fire can prevent you from reaching other rooms

### **MEETING PLACE**

Don't forget to include a special meeting place to make sure everybody is out and safe. Don't waste time getting dressed or gathering valuables every second counts.. **Get Out!**

### **IN THE EVENT OF A TSUNAMI WARNING**

If you live on the second floor evacuate to the third floor or higher. Do not attempt to leave the building.

### **IN THE EVENT OF A HURRICANE WARNING**

Listen to radio and television emergency broadcasts and proceed to the nearest shelter as listed in the appendix on Read the following pages for more detailed information regarding disaster planning.

### **AFTER A FIRE**

Those who have experienced a fire or other disaster may obtain assistance from the American Red Cross.

A local Red Cross Disaster Caseworker will be happy to assist you in obtaining food, temporary lodging, and other services.

Call your local American Red Cross Centers

Hawaii State Chapter Headquarters.

Honolulu ..... 734-2101

## UTILITIES

Often the Fire Department will have the utility services shut off as a safety precaution. To re-establish utility services, call:

### Honolulu

Hawaiian Electric: . . . . . 548-7961

Board of Water Supply..... 748-5000

The Gas Co . . . . . 526-0066

Hawaiian Telephone.....611

## INSURANCE CHECKLIST

Provide your agent with documented items lost in the fire. Make your home checklist now if you don't have one, and include the following:

- Photographs and descriptions of antiques and jewelry.
- Replacement costs of lost items
- Dates of purchase.

## IMPORTANT DOCUMENTS

Keep these documents in a safe place. They will speed up your recovery process:

- Insurance policies
- Title to deeds, automobile
- Income tax records
- Medical records
- Wills
- Bank books
- Birth certificates
- Credit cards
- Home checklist

## PLAN AND PREPARE

Follow these simple rules to spot possible safety problems

- Install smoke detectors on each floor of your home.
- Learn to recognize the sound of the alarm.
- Make sure detectors are placed near bedrooms

- Install them 6-12 inches below the ceiling on the wall.
- Locate smoke detectors away from air vents.
- Vacuum the grill work of your smoke detector.
- Test your smoke detector every month.

### **ELECTRICAL CHECK LIST**

- Check all household items to prevent shock or fire.
- Electrical Cords
  - Replace frayed or cracked cords.
  - Remove cords from under carpeting or furniture
  - Avoid overloading extension cords.
  - Read the label on (UL) or (FM) approved cords for proper electrical rating

### **ELECTRICAL APPLIANCES**

- Replace or repair appliances that do not operate properly
- Plug in portable appliances only when in use.
- Do not cut the third prong off your appliance plug. The third prong is there to prevent electric shock.
- When you shop for appliances or tools, look for recognizable Underwriters Laboratories (UL) label or Factory Mutual (FM) label

### **LIGHT BULBS**

- Unnecessarily high wattage may lead to fire through overheating.
- Replace with a bulb of the correct type and wattage.
- If you are not sure, only use compact fluorescence bulbs.

### **BE KITCHEN WISE**

Cooking fires are the leading cause of fires in the home, and the second most frequent cause of death to the elderly.

- **DO NOT LEAVE** cooking unattended. Turn off the burner if you must leave the house, even if it's only for a few minutes.
- **PUT A LID** on pots or pans to smother fires that flare up while cooking.
- **NEVER THROW WATER OR FLOUR** in a burning pot or pan. Water will spread the flames, and flour could actually explode



- TURN OFF THE HEAT and leave the door closed for oven fires.
- HAVE A FIRE EXTINGUISHER in your home.
- SHORTEN OR REMOVE CURTAINS near or over your stove. A simple stove fire may turn into a house fire from burning curtains.

### **CLOTHINGS FIRES**

- Do not wear clothing with long, loose sleeves while cooking.
- Use pins or elastic bands to hold up rolled back sleeves while cooking.
- Long sleeves are more likely to catch fire and may also overturn pots and cause scalding burns.

### **PREPARING FOR DISASTER; ELDERLY AND DISABLED INDIVIDUALS**

A Checklist of what to bring to an emergency evacuation shelter

- Life-sustaining medications (i.e., seizure, blood pressure, and heart medications, insulin, colostomy dressings, etc.) to last through the disaster and recovery period. There may be no phone service and pharmacies may close. Plan with your physician for emergency prescription refills
- Bottled water (for taking medications, for sterile procedures, for drinking to prevent bladder infections, etc.
- Rehabilitative aids (eyeglasses, cane, brace, splints, cushions, etc.
- A battery-operated radio.
- A battery-operated flashlight.
- Canned food and opener.
- Blanket or sleeping bag and warm clothing.
- Extra batteries for flashlight and radio.
- Provisions for guide or hearing dogs. Remember regular pets are not allowed in the shelters.
- Extra clothes, medic-alert bracelet.
- For the deaf or hearing impaired. Use TTY's to obtain emergency information or turn on the TV for a captioned newscast. Remember to keep extra batteries for TTY's.

### **NUMBERS AT A GLANCE**

Police, Fire, Ambulance..... 911  
 Oahu Civil Defense.. ..733-4300  
 Oahu Civil Defense TTY.. ..733-4284

**IF YOU NEED FURTHER INFORMATION ON HOW  
TO BETTER PREPARE FOR DISASTERS CALL:**

City Elderly Affairs Division.. . . . . 768-7700

Commission On Persons With Disabilities.....586-8121

Source: Pamphlet printed for Department of Community and Social Resources/Oahu Civil Defense Agency

## **TSUNAMI INFORMATION AND PREPAREDNESS**

A tsunami can be one or a series of ocean waves caused by violent movement of the earth's crust (generally earthquakes) below or near the ocean floor. Once generated, the waves move outward from the earthquake epicenter at speeds varying with the water depth. In the deep ocean the speed can exceed 450 MPH, traversing the entire Pacific Ocean in about 25 hours. Once the waves impact a coastal area, water level fluctuations and unusual current conditions may continue for up to 24 hours or more

### **WHERE**

Because surrounding shallow areas cause the waves to bend as they pass an island, all the coastal areas of Oahu are vulnerable to tsunami flooding as the waves "wrap around" the island. In other words, the severity of flooding (wave height) in any coastal area around our island cannot be accurately predicted based solely on the location of the generating earthquake. See the Tsunami Evacuation Maps for areas that must be evacuated. Note that the Honolulu Harbor, Enchanted Lake, Pearl Harbor, and Keehi Lagoon areas, as well as the coastline from Kualoa Point to the Kaneohe Marine Air Station, could experience modest increases in water levels but not severe enough to warrant evacuation.

### **TIMING**

The speed at which tsunamis move can be reliably predicted. Depending on the earthquake source area, travel times can range from a few minutes for tsunamis generated within or close to the Hawaiian Islands to about 4 hours for those originating in the Alaska/Aleutian area, and as much as 12 to 15 hours for tsunamis generated in South America. For locally generated tsunamis, immediate action is required.

- As a general rule, tsunamis with travel times of 6 hours or less also require immediate action. For tsunamis with travel times of greater than 6 hours, immediate action may not be required, however, a steady, consistent evacuation process must be initiated and maintained.
- Listen for Oahu Civil Defense Agency instructions over radio and television stations for all evacuation guidance

### **ALERTING**

Oahu Civil Defense issues alerts and advisories to the public based on bulletins and phone calls received directly from the Pacific Tsunami Warning Center (PTWC). PTWC also provides this same information to the local news media.

## **TSUNAMI WATCH**

Announced by PTWC when the magnitude and source area of an earthquake are considered significant but the Center is unable to verify that a tsunami has been generated. ATsunami WATCH means prepare.

### **TSUNAMI WARNING**

Announced by PTWC when tsunami waves have been confirmed and a threat to life and property exists. Immediate action in coastal areas is required. See the Tsunami Warning Checklist for planning guidance.

### **URGENT TSUNAMI WARNING**

Announced by PTWC when a significant earthquake occurs within or close to the Hawaiian Islands. Urgent vertical or horizontal evacuation of evacuation zones is required.

### **EVACUATION INSTRUCTIONS**

The following guidelines should assure an orderly evacuation of tsunami evacuation zones and keep roadways open for evacuees and emergency vehicles:

- When a tsunami warning is issued and/or evacuation is directed by the Oahu Civil Defense:
- If within a tsunami evacuation zone, evacuate beaches and low lying coastal areas except those listed in "WHERE" above. Options include:
- Vertical Evacuation. Remain in or, if prior arrangements have been made, go to a heavy concrete and steel building of at least six stories. Such structures should provide adequate protection if people move to the third floor or above.

### **SCHOOLS**

If a tsunami WARNING is issued during normal school hours and wave arrival is 6 hours or less, public and private schools and day care centers located within evacuation zones will evacuate according to their plans. Public schools, and those cooperating private schools and day care centers outside the evacuation zones, will remain open and care for the children under their purview until parents can safely pick them up. Evacuation guidance for wave arrivals exceeding 6 hours will be made by the Oahu Civil Defense Agency through radio and television station broadcasts.

- Employees with children in public/private schools or day care centers should be aware of school/center tsunami plans.

### **SIRENS**

Civil Defense sirens will be sounded State-wide 3 hours, 2 hours, 1 hour, and 30 minutes prior to the estimated first wave arrival time. All siren activations will be accompanied by detailed Civil Defense instructions over radio and television stations. If PTWC issues a tsunami warning well in advance of the above siren activation schedule, Civil Defense authorities will use the sirens and the Emergency Broadcast System to alert the public of approaching waves.

### **TRANSPORTATION**

The Oahu Civil Defense Agency will announce and the City Public Transit Authority Will implement a Tsunami Bus Evacuation Plan in selected coastal areas when a Tsunami Warning is issued. Plan implementation causes City

buses to revert from normal routing to an evacuation mode. The busses marked "Special" or "Evacuation", will pick up evacuees at any location on their routes and drop them off near designated shelters. Forty-five (45) minutes prior to estimated first wave arrival, all bus evacuation operations will cease and buses will move to safe areas outside of the tsunami evacuation zones.

- It should be noted that a tsunami evacuation is likely to cause some disruption to all City bus schedules.

## **ROADBLOCKS**

To ensure evacuation zones are cleared, the Honolulu Police Department will establish roadblocks to control traffic as soon as practicable. Forty-five (45) minutes prior to estimated first wave arrival, roads will be sealed off and no one will be allowed to enter the evacuation zones.

- Police sweeps of roadways between the roadblocks will require motorists to immediately move to safe locations which may not necessarily be their chosen destinations.

## **ALL CLEAR**

This condition is announced by OCDA over the Emergency Broadcast System following the cancellation of a Tsunami Warning by the P71/1/C. The PTWC cancellation signifies that damaging waves are no longer a threat to Oahu. The OCDA "All Clear" announcement will be made following initial surveys of tsunami evacuation zones by City public safety forces and specify those zones which are considered reasonably safe for residents to return to. The OCDA "All Clear" does not pertain to ports, harbors, channels, and bays around the island where strong residual currents may make entry hazardous. The State Department of Transportation's Harbor Master will make "All Clear" determinations and announcements over marine radio frequencies for those areas.

## **PROHIBITIONS**

Do not bring pets, alcoholic beverages, firearms, or narcotics into any shelter. They are prohibited. Pets may be left at home with food and water or call the Hawaiian Humane Society for more guidance at 955-5122.

## **RUMORS**

Do not react, respond to, or assist in spreading rumors concerning current or future storm conditions or other situations caused by the emergency. Take action only in response to information received through official sources.

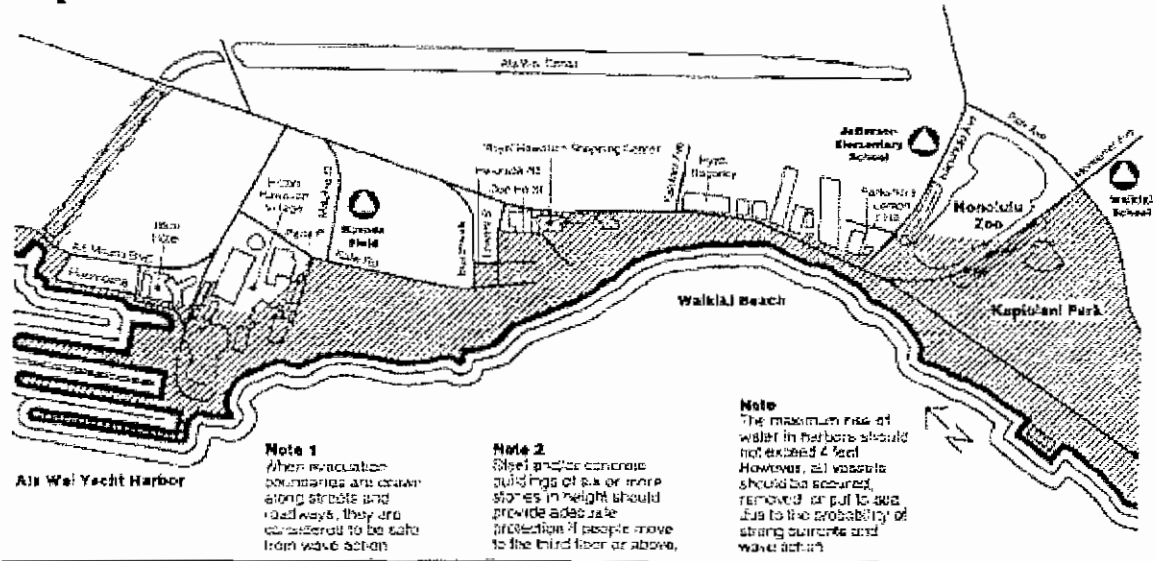
## **FLOOD INSURANCE**

Tsunami inundation is considered a flooding event by insurers. No standard home or building insurance policies contain flooding coverage. Vehicle flooding is covered by comprehensive automobile insurance. National Flood Insurance for buildings and their contents can be purchased through local companies but must be procured prior to a flooding event.

## **EMERGENCY ASSISTANCE**

Call 911 or Oahu Civil Defense at 523-4121. Hearing impaired who have a TTY may call 527-5467. Disabled or elderly needing assistance should call the Department of Human Resources at 523-4959 or 527-5860. Non-English speaking persons may contact the Immigrant Service Center at 845-3918 for translation service.

## Map 1: Waikiki



## TSUNAMI SHELTERS ON OAHU PUNCHBOWL - WAIALAE and VICINITY

- Anuenue Complex
- Kahala Elementary
- Jefferson Elementary
- McKinley High
- Waikiki Elementary

## **ACTIONS TO TAKE WHEN A HURRICANE NEARS HAWAII**

All of Hawaii's citizens should know what to do during hurricane and tropical storm watches and warnings. Watches and warnings are prepared for the Hawaiian Islands by the National Weather Service Central Pacific Hurricane Center in Honolulu. When watches and warnings are issued, people should closely monitor radio, TV, or NOAA Weather Radio for official bulletins of the storm's progress and instructions from civil defense authorities. Jim Weyman, director of the Central Pacific Hurricane Center, said, "Although you and your family may have never experienced a hurricane, don't be complacent! It's not a matter of if a hurricane will occur, but when one will occur. All of the Hawaiian Islands are at risk for a hurricane and we should all know what actions to take."

A hurricane or tropical storm watch means the threat of hurricane or tropical storm conditions exists for designated islands within 36 hours.

When a Hurricane or Tropical Storm Watch is issued:

- Fuel and service family vehicles.
- Prepare to cover all windows and door openings with boards, shutters or other shielding materials.
- Check food and water supplies. Have clean, air-tight containers on hand to store at least two weeks of drinking water (14 gallons per person), and stock up on canned provisions. Keep a small cooler with frozen gel packs handy for packing refrigerated items.
- Check prescription medicines - obtain at least 10 days to 2 weeks supply.
- Stock up on extra batteries for radios, flashlights, and lanterns
- Store and secure outdoor lawn furniture and other loose, lightweight objects, such as garbage cans and garden tools.
- Check and replenish first-aid supplies.
- Have on hand an extra supply of cash.

A hurricane or tropical storm warning means hurricane or tropical storm conditions are expected to occur for designated islands within 24 hours

### **When a Hurricane or Tropical Storm Warning is issued:**

- Follow instructions issued by civil defense. Leave immediately if ordered to do so.
- Complete preparation activities, such as boarding up windows and storing loose objects
- Evacuate areas that might be affected by storm surge flooding. If evacuating, leave early.
- Notify neighbors and a family member outside of the warned area of your evacuation plans

For more information on planning for weather emergencies:

- CPHC Emergency Planning Information
- Red Cross Emergency Planning

- Hawaii State Civil Defense
- Kauai County Civil Defense
- Oahu County Civil Defense
- Maui County Civil Defense
- Hawaii County Civil Defense

### **HURRICANE SHELTERS ON OAHU**

Shelters will be opened selectively depending on the severity of the incident.

Listen to radio and television for shelter designations and opening schedule.

### **PUNCHBOWL - WAIALAE and VICINITY**

- Aliiolani Elementary
- Anuenue Complex
- Hokulani Elementary

#### **Recommended Items To Include In A Basic Emergency Supply Kit:**

- Water, one gallon of water per person per day for at least three days, for drinking and sanitation
- Food, at least a three-day supply of non-perishable food
- Battery-powered or hand crank radio and a NOAA Weather Radio with tone alert and extra batteries for both
- Flashlight and extra batteries
- First aid kit
- Whistle to signal for help
- Dust mask, to help filter contaminated air and plastic sheeting and duct tape to shelter-in-place
- Moist towelettes, garbage bags and plastic ties for personal sanitation
- Wrench or pliers to turn off utilities
- Can opener for food (if kit contains canned food)
- Local maps

#### **Additional Items To Consider Adding To An Emergency Supply Kit**

- Prescription medications and glasses
- Infant formula and diapers
- Pet food and extra water for your pet

- Important family documents such as copies of insurance policies, identification and bank account records in a waterproof, portable container
- Cash or traveler's checks and change
- Emergency reference material such as a first aid book or information from [www.ready.gov](http://www.ready.gov)
- Sleeping bag or warm blanket for each person. Consider additional bedding if you live in a cold weather climate
- Complete change of clothing including a long sleeved shirt, long pants and sturdy shoes. Consider additional clothing if you live in a cold-weather climate.
- Household chlorine bleach and medicine dropper. When diluted nine parts water to one part bleach, bleach can be used as a disinfectant. Or in an emergency, you can use it to treat water by using 16 drops of regular household liquid bleach per gallon of water. Do not use scented, color safe or bleaches with added cleaners
- Fire Extinguisher
- Matches in a waterproof container
- Feminine supplies and personal hygiene items
- Mess kits, paper cups, plates and plastic utensils, paper towels
- Paper and pencil
- Books, games, puzzles or activities for children