

## **LANIKEA AT WAIKIKI HOUSE RULES**

These Rules and Regulations ("House Rules") contain information that should make your daily living at Lanikea at Waikiki (Lanikea) more meaningful and enjoyable. It must be realized that condominium living requires each resident to have appropriate respect for the needs and rights of others. The primary purpose of these House Rules is to protect the apartment owners and other occupants, including tenants and guests, from excessive annoyance, and to ensure the enjoyment, comfort and security of all residents and the reputation and desirability of Lanikea.

The Board of Directors (the "Board") of the Association of Apartment Owners (the "Association") is responsible for enforcing these House Rules, but the responsibility may be delegated to the manager, managing agent, or security staff. All apartment owners ("Owners"), tenants and their guests are bound by these House Rules.

These House Rules supplement (but do not change) the obligations of the Owners and their tenants and guests as set forth in the Declaration of Condominium Property Regime (the "Declaration") and Bylaws of the Association of Apartment Owners of Lanikea (the "Bylaws"). In the event there is any inconsistency between these House Rules and the Declaration and/or the Bylaws, the Declaration and/or Bylaws will prevail.

The Board may make other rules and regulations for Lanikea or amend the House Rules as set forth below.

### **A. OCCUPANCY:**

1. **Use of Apartments.** Apartments shall only be used for residential purposes and/or such other purposes as are permitted by the Declaration, the Bylaws, the deed conveying an apartment to an Owner, and applicable zoning. Apartments shall not be used for business or any other purposes; provided, however, this provision shall not prohibit any apartment from being rented or leased for residential purposes. "Time-sharing," as defined in Chapter 514E of the Hawaii Revised Statutes, is prohibited. Apartments shall not be rented or leased for any period less than six (6) months. An Owner, or the Owner's authorized agent, shall notify the Manager of the names and telephone number(s) and length of anticipated occupancy of lessees. Owners shall designate a local agent to represent them if their unit is rented, if their residence is outside of the State of Hawaii or if they will be absent from Lanikea for more than thirty (30) days. The Owners shall file their out-of-town address and telephone number, and the address and telephone number of their local agent, with the Manager.

## 2. Animals

a. **Generally.** No livestock, poultry, rabbits, or other animals whatsoever shall be allowed or kept in any apartment or any other part of Lanikea except that two dogs, cats or other generally recognized household pets may be kept by the Owners and tenants in their respective units, provided they do not interfere with the safety and security of residents, and are kept controlled and prevented from being a nuisance to other residents (e.g. physical contact initiated by the pet, out of control noise, etc.). Dogs, cats, and other pets that are known to be of a vicious type breed (e.g. Doberman, Pit Bulls, etc.) or which exhibit vicious behavior are not allowed. All household pets shall be registered with the Association's manager. Household pets, however, shall not be kept, bred or used in any apartment for any commercial purpose, nor allowed in any common areas unless carried or on a leash or harness. Household pet owners shall be responsible for the immediate clean up and disposal of their pet's waste in their own refuse container. Pets are not to be left unattended on lanais or elsewhere within Lanikea. Any pet, which in the sole judgment of the Board, causes a nuisance, unreasonable disturbance or threat to the health or safety of any Owner, tenant or guest may be expelled from Lanikea on the demand of the manager or managing agent; provided, however, that upon assessment of the frequency of the nuisance, severity of the nuisance, disturbance or threat caused by such pet, the Board, in its sole discretion, may give the pet's owner an opportunity to remedy the situation short of expulsion. A pet found loose anywhere in Lanikea other than in the Owner's apartment may be detained by any person and delivered to the manager or managing agent. Pets are not permitted in the pool area or the barbeque lawn area of Lanikea. Guest pets are not permitted anywhere within Lanikea.

For health and sanitary reasons, feeding birds on lanais or anywhere else at Lanikea is prohibited.

b. **Guide Dogs, Signal Dogs, Etc.** Certified guide dogs, signal dogs, or other animals upon which disabled Owners, tenants or guests depend for assistance shall be permitted to be kept by such Owners, tenants and guests in their apartments and shall be allowed while on a leash or harness, provided that such animals shall at all times be accompanied by their owners while present in the common elements. If such a certified guide dog, signal dog or other animal causes a nuisance or unreasonable disturbance or poses a threat to the health or safety of any Owner, tenant or guest, the owner thereof will be given an opportunity to rectify the problem by measures which fall short of expulsion of the animal from Lanikea. Expulsion will be required only if the Board reasonably determines that less drastic alternatives have been unsuccessful. If such an animal is expelled, it will nonetheless be allowed to remain at Lanikea for a reasonable period of time while the owner thereof attempts to find a suitable replacement animal, provided that the problem is controlled to a sufficient degree, and that the continued presence of the animal during that time does not constitute an unreasonable imposition upon, or threat to the safety or health of, other Owners, tenants or guests.

c. **Indemnifications.** In no event shall the Board, the Association of Apartment Owners of Lanikea (the "Association"), the manager or managing agent be or be deemed to be liable for any loss, damage or injury to persons or property caused by or arising in connection with any Owner's, tenant's or guest's pet, guide dog, signal dog or other animal.

3. **Conduct of Tenants, Guests and Other Persons.** An Owner is responsible for the conduct of the owner's guests. At the discretion of the Board, an Owner may be fined if the Owner or its tenant(s), following a written warning, continue to violate House Rules. If an Owner is unable to control the conduct of the owner's tenants or guests, the Owner shall, upon request of the Board, immediately remove such person or persons from Lanikea, and the Board and the Association will not be liable for any lost rentals or other damage suffered by the Owner.

4. **Rules of Governmental Authority.** Each Owner, tenant, or guest shall at all times observe and comply with all laws, ordinances, rules and regulations now and hereafter made by any governmental authority or the Association applicable to the use of Lanikea.

**B. USE OF COMMON AND LIMITED COMMON ELEMENTS:**

1. **Parking and Automobiles.** All vehicles kept at Lanikea belonging to apartment Owners and their tenants must be licensed, in operable condition, registered with the Manager and parked in their respective assigned parking stalls or parking apartment. Guests, invitees or employees of apartment Owners or tenants may park their vehicles in the uncovered parking stalls designated for guest parking, subject to availability. Other than while being washed, no vehicle owned by an apartment Owner or tenant shall at any time be parked in the designated guest stalls. No vehicle may be parked in a guest stall for more than twenty-four (24) consecutive hours. Bicycles, boats, surfboards, canoes, kayaks, Segways, mopeds and other similar items of personal property may be stored within the assigned stalls or the parking apartments with the prior approval of the Board's designated representative. Such items shall not be stored inside the residential apartments or their lanais. Unlicensed motorized vehicles are not to be parked or stored anywhere in Lanikea without prior approval of the Board or its designated representative. Personal items may be stored in the parking stalls provided they are covered by a clean and serviceable tarp, gray in color.

Residents may only wash automobiles or motorcycles in the area specifically designated for such use in the guest parking area.

a. **Violations.** Violators of any parking regulations promulgated by the Board shall have their vehicles towed away at their own expense. The Association shall not be responsible for towing charges.

b. **Repairing Cars, etc.** No car repairs of any kind that may cause a nuisance or present a health hazard shall be performed anywhere in Lanikea, including in the assigned parking stalls and parking apartments. Oil changes or the draining of any fluids from a vehicle is prohibited.

c. **Cleaning of Stalls and Parking Apartments.** Each Owner shall be primarily responsible for basic cleaning and maintenance of his assigned parking stalls or parking apartment. In particular, each Owner shall be responsible for cleaning the surface of his parking stalls (whether assigned or part of a parking apartment) any residue, dirt or debris in the stalls that results directly from his use of the stalls.. If an Owner fails to clean or maintain his stalls properly with the result that, in the sole judgment of the Board, the condition of a stall presents a health or safety hazard, or is otherwise a nuisance to other Owners, the Association may cause the stall(s) to be properly cleaned, and shall charge all costs incurred in connection therewith directly to the Owner of the apartment to which the stall is assigned, or to the Owner of the parking apartment that required cleaning. An apartment Owner's repeated failure to clean or maintain an assigned parking stall or parking apartment may result in the Board's imposition of a monetary fine as provided in Appendix 1, Sanctions, which shall be charged in addition to the cost of cleaning the stall.

d. **Responsibility for Damage.** Damage to cars and other objects or to the common elements shall be the responsibility of the person causing the damage. Each Owner shall use care in parking, entering and exiting his assigned parking stall(s) or parking apartment so as not to damage vehicles in adjacent or nearby stalls or any part of the parking structure.

2. **Camping.** No camping on the common elements of Lanikea is allowed at any time.

3. **Fireworks.** Use of fireworks of any kind anywhere in Lanikea is strictly prohibited at all times.

4. **Barbecuing.** Outdoor cooking shall be permitted only in the designated area and facilities specifically provided for that purpose. Users of the barbecue grill, and other common food preparation and storage facilities, shall clean the facilities after use. Open fires, including charcoal briquette fires, are not permitted at Lanikea. No type of open fire, whether propane or briquette fueled and regardless of the type of equipment, shall be permitted on the lanais of the apartments.

5. **Recreational Facility.** The pool, the recreational facilities and the surrounding areas are for the exclusive use of residents of Lanikea and their guests during hours to be determined by, and in accordance with the rules to be promulgated by, the Board. Residents and guests shall use the pool and other recreational facilities at their own risk in accordance with the posted rules. There is no lifeguard on duty in the pool area. Accordingly, no one should swim alone nor should children be left unattended in the pool area. For safety, all users of the pool shall dry off completely

before entering the building. Appropriate cover-up attire and footwear are to be worn within the building's public areas.

**C. NOISE AND NUISANCES:**

1. **Noise and Nuisances Prohibited.** No nuisance shall be allowed in Lanikea, nor shall any use or practice be allowed that is unsafe, improper or offensive in the reasonable opinion of the Board, or that is in violation of the Bylaws or these House Rules, or that unreasonably interferes with, or is an unreasonable annoyance to the peaceful possession or proper use of Lanikea by other Owners or tenants.

2. **Specific Rules.**

a. **Excessive Noise and Objectionable Odors Prohibited.** Residents and other occupants of the apartments shall avoid unreasonably excessive noise of any kind at all times, and shall not cause or permit any unreasonably disturbing noise or objectionable odors to emanate from their apartments. Smoking is not permitted in the lobby, elevators, hallways, or swimming pool area.

b. **Hours for Deliveries and Maintenance/Construction Work.** Deliveries of large items to and maintenance or construction work on any apartment will be allowed between 8:00 a.m. and 4:30 p.m., Monday through Saturday, except in an emergency or with the prior approval of the Board or designated representative.

c. **Hours for Reduced Volume for Radios, Stereos, Etc.** Radios, TV's, stereos, etc. in the apartments may be played only at reduced volume after 10:00 p.m. and before 8:00 a.m.

d. **Arrival and Departure of Guests; Minimizing Noise.** When guests of any apartment are arriving or leaving at night, noise must be kept at a minimum.

e. **Throwing Objects From the Building.** Nothing shall be thrown from lanais, windows, or parking floors in accordance with Hawaii State Laws. Cigarettes and matches, specifically, are a fire hazard.

f. **Plants.** Plants may be grown in containers on lanais. Owners and tenants shall ensure that when watering such plants, water does not overflow the containers and flow into the lanai drainage.

3. **Soliciting Prohibited.** No solicitation of any kind (including but not limited to commercial, political or religious soliciting) is allowed at Lanikea. Report all solicitations to the manager or the security officer on duty.

4. **Waterbeds.** Waterbeds of any kind are not allowed.

**D. SAFETY CONSIDERATIONS:**

1. **Supervision of Children.** Children play at their own risk at Lanikea and should be supervised by an adult at all times. Parents are responsible for the actions of, and shall exercise control over, their children.

2. **Flammable or Dangerous Liquids.** Flammable fluids such as gasoline, kerosene or explosive materials or articles deemed hazardous to life, limb or property, or the presence of which may increase Lanikea's hazard or liability insurance premiums, shall not be stored or kept anywhere within Lanikea.

3. **Right of Entry in Favor of Association.** The Board and its agent have the right to access each Apartment from time to time during reasonable hours as may be necessary for the operation of Lanikea or for emergency repair of any Apartment or the limited common elements appurtenant thereto necessary to prevent damage to the common elements or to another Apartment. Keys to the apartments must be furnished to the Board.

4. **Strangers** Residents shall not admit strangers into Lanikea. All residents should be responsible and ensure that no unknown individual "tailgates" into Lanikea.

**E. AESTHETIC CONSIDERATIONS:**

1. **Cleanliness; Attractive Appearance of Apartments, Lanais and Parking Areas.** Notwithstanding the Association's obligation to maintain and repair certain limited common elements, all Owners and tenants are responsible for the cleanliness and day-to-day maintenance of their apartments (including parking apartments), lanai areas and assigned parking stalls. Such areas shall be kept in a neat, attractive and sanitary condition. No objects, other than appropriate lanai furniture and potted plants in appropriate containers, shall be permitted on lanais. Except as provided herein, the storage of personal property and similar objects on a lanai or in a parking stall is strictly prohibited.

2. **Window Cleaning.** Owners shall be responsible for cleaning all windows of their apartment.

3. **No Objects to be Hung from Windows or Railings.** No clothes, bedding, carpeting, laundry or anything else shall be hung on or from windows or lanais for any purpose. Holiday lights and decorations may be displayed two weeks prior to the holiday, and must be removed not later than one week following the holiday.

4. **Trash Disposal.** All household trash to be placed in the trash chute shall be secured in plastic trash bags, and shall be of a size that fits easily within the trash chute opening. The trash chute is only to be used between the hours of 7:00 a.m. and 10:00 p.m. Trash that will be placed directly in a trash receptacle on the ground level of Lanikea shall also be secured in plastic trash bags (except for dry paper, boxes, or

other bulky items, which need not be bagged), and placed only in a designated trash container or other designated receptacles. Refuse, garbage or trash of any kind shall not be placed or thrown in any common area of Lanikea.

5. **No Objects to be Placed Outside Apartments.** No items shall be left in Lanikea's hallways or outside any apartment or on any lanai in a place where they can be seen from outside any apartment.

6. **Locked Out.** In the event that an owner finds himself locked out during the General Manager's working hours, the General Manager will open the owner's unit at no charge on a one time only basis. Should entry be required on a second occasion or outside of the General Manager's working hours, the General Manager, if available, will return to Lanikea and open the owner's unit for a \$100 fee, payable to the Association.

**F. REPAIRS, MAINTENANCE, AND MODIFICATIONS:**

1. **Repairs and Maintenance.**

a. **Apartment Owner's Duty to Repair and Maintain.** Every Owner, from time to time and at all times, shall promptly perform all repair and maintenance work within his or her apartment for which the Owner is responsible, and the omission of which would adversely affect Lanikea or any common element or any other apartment. Every owner shall be responsible for any loss and damage caused by his failure to do so. Contractors used for repairs or maintenance must comply with the Association's Rules for Contractors, which are attached as Appendix 2.

b. **Repairs Inside of Apartments to be at Owner's Expense.** All repairs of internal installations within each apartment, such as plumbing and electrical fixtures, appliances, telephones, doors, lamps, and other fixtures and accessories belonging solely to such apartment, including the walls and floor coverings of such apartment, shall be at the apartment Owner's expense.

c. **Repairs Affecting Common Elements.** Any repair or maintenance requiring the services of a licensed electrician, plumber, contractor, or other licensed personnel shall only be performed by licensed personnel.

2. **Modifications and Additions.** Any structural modifications or additions to or of an apartment or common element (including limited common elements) must receive the prior written permission of the Board, and be in compliance with the Association's Policy Guidelines for Permitting Construction or Renovation Work in the Individual Apartments. Contractors used for construction or renovation work must comply with the Association's Rules for Contractors.

a. **Board May Require Plans and Specifications.** Before approving any proposed modifications or additions, the Board may require the presentation of plans and specifications prepared by a registered architect or engineer, and approval of the proposed modifications or additions may be conditioned upon its approval of the plans.

b. **No Attachment of Objects to the Exterior Without Board Approval.** No Owner or tenant, except with the prior written consent of the Board, shall permit the attachment, hanging, projection or protrusion of any object, including garments, wiring or other device for electrical or telephone installations, television, machines, or other equipment or appurtenances on the exterior of the building or protruding through the walls, windows or roof thereof.

c. **Signs.** Except as permitted by the Board, Owners or tenants shall not place any signs in or on the building, in the lobbies or elevators, in the recreational area, or in or upon other common elements.

3. **Board May Require Removal of Unauthorized Work.** The Board may inspect any work and may order the removal of any work that has not been approved or that may adversely affect the common elements or the exterior appearance of Lanikea.

4. **No Roof Access.** No person whatsoever (other than the manager or managing agent and authorized tradesmen and technicians) shall be allowed on any roof anywhere at Lanikea for any purpose.

5. **Move In/Move Out**

a. Residents shall make an appointment with the manager at least 24 hours in advance if the use of an elevator is required for move-in or move-out, or for items larger than can be carried by one person to enter or exit the elevator, such as large furniture or appliances, so that an elevator may be reserved and properly padded.

b. Move-in and move-out of such items may only be done Monday through Saturday between the hours of 8:00am and 4:30 pm (No Sundays or Holidays).

c. Residents are responsible for any damage to the elevator pads, to the elevator, to the building and to any walls or furnishings in the common areas.



**G. VIOLATIONS OF THESE RULES:**

**1. Reporting Violations and Damages.**

**a. Reporting of Violations.** All corrective actions regarding violations of the House Rules and damages to the common elements will be enforced by the Board and should be reported promptly to the manager or the Board.

**b. Damage to Common Elements.** Any damage to the common elements shall be surveyed by the Board or other authorized personnel at the direction of the Board, and the cost of repair or replacement and any legal fees incurred may be assessed by the Board against the person or persons responsible, including, but not limited to, any Owner, for damages caused directly or indirectly by his or her tenants or owner's or tenant's family members, domestic servants, or guests.

**2. Remedies.** The violation of any of these House Rules shall give the Board, or its agents, the right to:

**a. Enter Apartments.** Enter the apartment and/or limited common elements in which, or as to which, such violation or breach exists and to summarily abate and remove, at the expense of the defaulting Owner (whether or not caused by the Owner or any person for whose conduct the Owner may be responsible), any structure, thing or condition that may exist therein contrary to the provisions of these rules, and the Board or the authorized agents shall not thereby be deemed guilty in any manner of trespass; and/or

**b. Institute Legal Proceedings.** Institute legal proceedings to enjoin, abate or remedy the continuance of any such violation, and all costs thereof, including attorneys' fees, shall be borne by the defaulting Owner (whether caused by the Owner or by any person for whose conduct the Owner may be responsible).

**H. AMENDMENT:**

These House Rules may be amended by the vote of a majority of those Directors present at a duly called meeting at which a quorum of Directors is present, and shall become effective when published to all apartment Owners.

These Rules and Regulations, adopted by the Board of Lanikia at Waikiki on July 7, 2006, replace any previously published Rules and Regulations for Lanikia at Waikiki.

## Appendix 1, Sanctions

Violation of the House Rules by an owner, tenant, or anyone for whose conduct an owner is responsible shall subject the owner of any apartment to sanctions as follows:

Within a 2 year period:

First violation: Written notification.

Second Violation: \$50 fine (plus any costs of collection which may be incurred).

Third Violation: \$100 fine (plus any costs of collection which may be incurred).

Fourth or subsequent violation: \$250 fine (plus any costs of collection which may be incurred).

Right of Appeal: Any owner who is subject to a sanction as provided in these rules who believes that such sanction is improper or based on false information may appeal in writing for dismissal of the sanction by the Board.