

INN ON THE PARK

RULES AND REGULATIONS (HOUSE RULES)

Revised September 2016

INTRODUCTION

The House Rules, herein after referred to as "Rules", supersede all previous rules. They supplement, but do not change, the obligations of owners contained in the official By-Laws and other documents pertaining to Inn on the Park. They apply to owner/residents, tenants and other occupants, to members of their families, and to their guests; and they shall be enforced by the Manager, Security Guard and Managing Agent.

The rules as published really only go part way; they only formalize the more obvious. What really counts in apartment living are the "Neighbor" rules, which are unwritten. These rules are those which we live by daily and are born out of respect for our neighbors.

The following rules have been prepared and approved by the Board of Directors. In case of a dispute over the meaning of any terms therein, the decision of the Board of Directors shall be determinative. The Board of Directors has delegated administration of the Rules to its Managing Agent and Manager. The Board of Directors reserves the right to make such other rules from time to time or to amend the foregoing rules as may be deemed needful for the security, care, and cleanliness of the premises and for security, comfort and convenience of all the occupants of Inn On The Park.

NOT FOR PUBLICATION

INN ON THE PARK

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I. OCCUPANTS AND GUESTS: MOVING PROCEDURES/DELIVERIES

- A. New occupants (owners or renters) must register with the Manager before moving in; fill out an identification card listing all the occupants; provide the name and telephone number of the person(s) to notify in case of an emergency and to indicate on the registration form if you are disabled and require assistance in an emergency situation. The owner or the owner's agent will have new occupant sign a statement agreeing to read and observe the received set of House Rules.
- B. Owners and renters shall be responsible for the actions of all persons residing in their apartments and their guests, invitees and licensees at all times while on the premises.
- C. All large deliveries and those moving in and out must make arrangements with the Manager at least 48 hours in advance to coordinate movement through the common areas, to arrange for pads to be placed in the elevators and to lock open the elevators as needed.
- D. The hours and days for large deliveries and moving in/out, are Monday through Friday 7:00 a.m. —3:00 p.m.
- E. No deliveries of any kind shall be left in any of the common elements.
- F. Any damage to the building caused by the moving furniture or other personal effects by workmen or tools or equipment of repairmen employed by an owner or occupant shall be repaired at the owner's expense.

II. APARTMENTS

- A. All apartments other than commercial apartments shall be used for residential purposes only.
- B. Transient vacation rentals less than thirty days are prohibited by State and County Ordinance. See City & County of Honolulu Land Use Ordinance (LUO).
- C. Department of Planning and Permitting fine for the first violation is \$1,000.00 a day. Fines increase with continued violations.
- D. Nothing shall be allowed in any apartment which will overload or impair the floors, ceilings or walls or cause any increase in the insurance premium rates or the cancellation or invalidation of any insurance thereon, maintained by the Association.
- E. Repairs and maintenance of apartments are the responsibility of each occupant. All occupants shall maintain their respective apartments, and the equipment, such as air

conditioners and the fixtures located therein, in such manner so as not to cause damage to other apartments or the common elements or to interfere with the rights of other occupants. This includes, but is not limited to: keeping apartments and lanais clear of insects, termites and waste from birds and other pests. The Managing Agent, Manager or owner shall have the right, upon reasonable notice to the occupant, to enter the apartment to inspect for compliance with this provision.

- F. Installation or replacement of air conditioning units on lanais requires advance written approval from the Manager. Owner/Tenant must place a receptacle under air conditioning unit to prevent water from leaking to units below them.
- G. No door-to-door solicitation is allowed on the premises.
- H. All apartments have a limited power supply for appliances. The power source for electrical appliances is shared with neighboring apartments.
- I. Air conditioners are to be plugged into a separate dedicated line. Do not use in any other outlet.
- J. All owners/tenants will be charged \$85.00 per man-hour for all cleanups caused by flooding originating in an individual apartment, including the cost to cleanup other apartments damaged by flooding.
- K. Service, Seeing Eye and Comfort animals only are allowed on the premises. A separate permit form is required to be filled out prior to moving in accompanied by supporting documents. The Board must approve application. Inn on the Park allows no pets.
- L. Subletting of apartment by renters is prohibited unless approved by owner of unit submitted in writing to the Board of Directors.

III. LANAIS

- A. Lanais shall not be used for storage. No clothing, laundry, etc. shall be hung on lanais. Nothing shall be thrown from lanais, and cleaning and mopping shall be done so as to cause no nuisance to the other apartments. Drip pans should be placed under the air conditioners to avoid dripping to lower floors.
- B. The building shall be of uniform appearance. All lanai bird netting shall be approved by the Board of Directors. Contact Manager for sample materials.
- C. Cooking on lanai is prohibited. There will be no electric or gas BBQ grill on lanai per Honolulu Fire Department Regulations.
- D. Nothing is to be placed on lanai railings.

IV. APPEARANCE OF BUILDING

- A. All of the common elements and limited common elements, including, but not limited to, the exterior surfaces of the building, doors, passageways, and grounds, shall be used and decorated only as permitted by the Board of Directors. No alterations, installations, repairs, or changes of any nature whatsoever shall be made to the exterior surfaces of the building without the prior written approval of the Board.
- B. The owner of a Living Apartment shall not, without the prior written consent of the Board or the Managing Agent, display any sign or any other device in or upon any door or window, wall or other portion of the apartment, or otherwise so as to be visible from the exterior of the Building.
- C. All window coverings including, but not limited to, drapes, curtains, or blinds used in windows, should be white or off-white, or be lined with white or off-white, so that the building will have a uniform exterior appearance. Window tinting that would cause the color of the window coverings to not appear to be white or off-white from the exterior of the project is prohibited.
- D. All apartment doors are to be left closed for appearance and safety reasons.
- E. No towels or similar items are to be placed under the door or in any other area so as to prevent smoke from activating the central fire alarm.

V. COMMON ELEMENTS

- A. No surfboard, bicycles or other similar items shall be permitted in the lobby. Surfboards and bicycles may be taken upstairs from the second floor only.
- B. No skateboards, roller skates, rollerblades, or similar items shall be used or worn in any common element, including, but not limited to, the lobby, hallways, elevators and fifth floor deck.
- C. No one shall loiter or engage in recreational activity of any nature whatsoever, nor consume beverages or food, in the halls, stairways, lobby, elevators, garage or other common areas. The common elements shall be used only for the purposes, which they were designed for, and no other purpose.
- D. Food, beverages, and recreational activities are permitted only on the fifth floor deck.
- E. No personal items are to be left in the common elements. The Association will not be responsible for any loss, theft or damage to any personal property left in the common elements.
- F. No shopping carts are allowed on the premises.
- G. Smoking is prohibited by law in the all common areas. Smoking is not permitted on the

fifth floor recreation deck.

- H. All bicycles stored in the bike racks must be operable and registered with the Manager. If not, they will be subject to removal from the rack.

VI. NOISE

- A. Occupants shall not make excessive noise in the building or on the premises at any hour, or allow anything to be done which will interfere with the rights, comfort and convenience of others. All occupants shall be responsible for the reasonable decorum of all occupants of their apartments and their guests.
- B. Volume of radio, television, music players and musical instruments shall be kept down so as to avoid disturbing neighbors. Disturbance of the peace will be enforced by the police department after 10:00 p.m.

VII. FIRE SAFETY

- A. No flammable fluids, such as gasoline, kerosene, naphtha, or other articles deemed hazardous to life, limb or property shall be brought into the building.
- B. No barbecuing or open flames of any type or cooking of any kind shall be allowed on building lanais. Barbecuing and cooking will only be allowed on the 5th Floor Recreation Deck.
- C. No footwear is to be left outside apartment doorways. This is a Fire Department ruling.
- D. No gas driven vehicles are allowed above the 4th floor parking deck.

VIII. LITTER AND RUBBISH

- A. No rugs, drapes or any other items shall be dusted or beaten from lanais, nor shall dust, rubbish, or litter be swept from any apartment into hallways or off lanais.
- B. All garbage, rubbish and other refuse should be placed in plastic trash bags and tied at the top to avoid spillage and odors and placed into the container inside the trash room, opposite the elevator. All boxes and cartons are to be taken down to the first floor driveway dumpsters.
- C. No dumping of vehicle batteries or hazardous materials will be allowed. Owners and occupants are responsible for having large items, such as box springs and mattresses, furniture, air conditioners, construction materials, refrigerators etc., picked up and discarded by a delivery/disposal company. Owner/tenants who are in violation of the rule will be billed directly.

IX. PARKING

- A. Only four-wheeled vehicles shall be parked in stalls. All vehicles parked in the garage must be in operating condition with current vehicle license, safety sticker, and proof of insurance.
- B. All owners must register their vehicles with the Manager.
- C. No vehicle repair work is permitted on the premises.
- D. No vehicle washing or spray painting is permitted.
- E. Violators of parking regulations will have their vehicles towed away at their expense.
- F. Posted speed limit signs, stop signs, yield signs and directional arrows must be observed by all residents and their guests.
- G. For safety, the speed limit of the parking area during ingress and egress from the street entry is five (5) miles per hour. Vehicle headlights must be on while operating in the garage.
- H. No motorcycles, bicycles, mopeds, automobiles, trucks or any other vehicles will be allowed to park on the driveway.
- I. One owner parking decal will be issued to an owner of record. No second decals will be issued to spouses or relatives.
- J. Owner parking placard must be affixed to rear view mirror. No transferring of decals from one vehicle to another will be permitted.
- K. All parking must be reserved through Manager's office and monthly fee paid.
- L. The eleven commercial stalls are for use of the seven commercial units.
- M. Delinquent owners/tenants are not eligible for parking privileges.

X. LAUNDRY ROOM

- A. Laundry hours are from 7:00 a.m. to 10:50 p.m.
- B. As a courtesy to other users, please empty the washer and or dryer immediately after use.
- C. No chairs will be allowed in the laundry room.
- D. Laundry facilities are restricted to tenants and residents.

- E. Others may remove laundry if left unattended.
- F. A website is available to monitor progress of laundry cycle.(Posted in Laundry room)

XI. SWIMMING POOL AND RECREATION AREA

- A. The recreation deck (fifth floor) shall be open daily between 7:00 a.m. and 10:50 p.m.
- B. Pool hours shall be daily between the hours of 9:00 a.m. and 9:00 p.m.
- C. No animals are allowed in the pool.
- D. Non swimmers must be accompanied and supervised by a competent swimmer.
- E. Pool and recreation area furniture provided by the Association shall not be misused, damaged, or removed from the area.
- F. No glass containers are allowed on the fifth floor recreation area or the pool deck.
- G. Infants must wear a swim diaper.
- H. Owners and occupants are responsible for cleaning up after themselves and their guests after using the pool, barbecue and recreation deck areas.
- I. Discard all litter in the proper refuse receptacles.
- J. Running, pushing, horseplay, excessive yelling, or other disturbing conduct is not allowed on the fifth floor.
- K. No life rafts, toys or flotation devices shall be permitted in the pool area.
- L. Persons known to be suffering from a disease generally accepted by the medical community as being communicable through casual contact shall be excluded from the pool.
- M. Spitting, spouting of water, and blowing the nose in the pool are strictly prohibited.
- N. Volume of radios, music players etc. must be kept at a low level.
- O. All persons must dry themselves before entering the elevators.
- P. The pool and recreation area is for the exclusive use of all occupants and their guests. Occupants are responsible for the conduct of their guests. All guests must be accompanied by an owner or tenant.
- Q. Bathers returning from the beach shall not use the pool without first showering.

XII. APARTMENT CONTRACT WORK

- A. Any owner or occupant having work done in their apartment shall have the responsibility of informing their architect, contractor and/or subcontractors, all of whom shall be licensed, that these Rules apply to work that they will perform and the owner shall be responsible for their compliance.
- B. Except for emergencies, contract work shall be performed from 8:00 a.m. to 4:00 p.m. Monday through Friday or on Saturday from 8:00 a.m. to 2:00 p.m. Other days and times shall be subject to prior permission from the Manager.
- C. No debris, dust, shavings or paint, etc. will be allowed to be blown out of or drip from the apartment or the lanai so that it infiltrates other apartments, common areas or the adjoining property.
- D. Any cleanup work, which must be done by the Manager or employees of the building, if not done properly by the contract employees, shall be charged to the owner or occupant of the apartment who hired the workmen. The cost shall be \$85.00 per man-hour.
- E. Each owner or occupant should make arrangements with the Manager how and where workmen's vehicles may be parked.
- F. If the foregoing rules concerning work in the building are not complied with satisfactorily, the individual apartment owner for whom the work has been done (together with the tenant, in the case of work done by or at the directions of a tenant), will be held responsible.

XIII. SCHEDULE OF FINES

- A. First notice – verbal notice documented
- B. Second notice – written to tenant, owner, and or agent with a \$50 fine per violation
- C. Third notice – written to tenant, owner, and or agent
If not corrected in 30 days from second notice, a \$100.00 fine per violation will be assessed to owner via certified mail return receipt requested to address of record.
- D. Fourth notice – the Board of Directors may choose to turn the matter over to Association's Attorney for corrective action. Owners are responsible for all legal costs incurred by Association to rectify situation.
- E. Behavior that could result in serious injury shall be subject to a \$500.00 fine. (e.g. speeding in parking area, dropping items from lanais)
- F. Activity that violates Honolulu Ordinances or Hawaii Revised Statutes are subject to a

\$500.00 fine.

Note: All fines will be treated as a priority of payment against monthly maintenance fee and failure to remit fines could lead to subsequent foreclosure action.

1. Violations of the House Rules shall result in notice to the owner/agent and tenant. The owner or tenant, if any, shall be responsible for any fines. Depending on the type of violation of the House Rules, a citation with a fine or a citation without a fine may be issued at the discretion of the Manager.
2. Payment of all fines shall be due and payable 30 days after date of issue of the citation or within 10 days after appeal decision if the appeal is denied.
3. The President of the Board shall appoint a three member Appeals Committee from the Board or Association membership. An alternate shall also be named to act if one of the committee members is unavailable for a hearing. The Appeals Committee shall act on all appeals of any citation or fine.
4. An apartment owner shall have the right to appeal any citation or fine to the Board of Directors or the Appeals Committee within 14 days of the date said citation or fine was issued. The appeal shall be in writing and maybe hand delivered personally to the Site Manager or mailed to the Board of Directors in care of the Managing Agent of the Association, postage prepaid, certified mail, return receipt requested. Such letter shall constitute a Notice of Appeal. The date of mailing as certified by the post office or delivery to the Manager shall constitute the date of the appeal. Failure to timely submit a written request for an appeal shall constitute a waiver of your right to an appeal and a conclusive determination that the violation occurred and the fine is proper.
5. In the Notice of Appeal, the apartment owner shall indicate whether he/she wants a hearing before the Appeals Committee or, alternatively, wants the Appeals Committee to decide the matter without a hearing. Failure to request a hearing in the Notice of Appeal shall be deemed a request for the Appeals Committee to decide the matter without a hearing. Any hearing shall be within 30 days of receipt of the Notice of Appeal, unless extended by the Appeals Committee. If the owner does not request a hearing, he or she should enclose, with the Notice of Hearing, a statement of facts, affidavits of witnesses, and other written materials the owner wants the Appeals Committee to consider in deciding the appeal. The Appeals Committee shall mail or deliver a written decision to the apartment owner within 30 days of the hearing, or if there is no hearing, within 30 days of receipt of the Notice of Appeal. Remedy Not Exclusive. In addition to the imposition of fines, the Board of Directors is empowered to take all such other action as is permitted by the Declaration, By-Laws, and these Rules and Regulations to enforce the provisions of the Association's governing instruments. This includes the retention of legal counsel, initiating legal action, and/or pursuing any other remedy available to the Association by and through its Board. All remedies shall be cumulative and not exclusive of the other.