



1765 ALA MOANA BOULEVARD
HONOLULU, HAWAII 96815

HOUSE RULES

(Approved: 1/1/2021)

The primary purpose of these House Rules is to help protect all owners/occupants from annoyance and nuisance caused by improper use of the Ilikai Marina Apartment Building. The intention is also to help enhance the reputation and desirability of the building by providing maximum enjoyment of the premises. These House Rules may be amended by action of the Board of Directors (the “Board”) of the Association of Apartment Owners of Ilikai Marina Apartment Building (the “Association”).

The term “owner” shall refer to the owner or owners of record of a unit. The term “occupant” shall refer to any person who occupies a unit at the Association, including but not limited to the owner(s), tenants, and the friends and family members of the owner(s) and/or tenants.

Except as otherwise provided for herein or by subsequent Resolution of the Board, the authority and responsibility for enforcing these House Rules have been delegated to the Site or Resident Manager (the “Manager”) and Managing Agent by the Board. All 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.

All owners and/or owner’s agents shall provide their tenants with copies of these House Rules and be responsible for their tenants’ compliance.

I. GENERAL PROVISIONS

1. Nothing shall be allowed, done, or kept in any unit, common or limited common element of the premises, which would overload or impair the floors, walls, or roofs thereof, or create any fire hazard or cause any increase in the ordinary insurance rates or the cancellation or invalidation of any insurance thereon maintained by or for the Association.
2. No occupant shall use or permit to be brought into the building or common elements anything deemed hazardous to life, limb, or property, such as gasoline, kerosene, or other similar combustible materials (except in a vehicle’s gas tank).
3. Garments, rugs, mops, or other objects shall not be dusted or shaken from windows, lanais, or stairways of fire escape areas of the building, nor shall anything be thrown, released, swept, or emptied out of windows or doors onto or off lanais or into any of the corridors or common elements.

4. The trash chute is located at the end of each hallway. The trash chute hours are from 7 AM to 10 PM. All trash and garbage shall be securely wrapped in bags and placed in the trash chute. All boxes must be broken down and brought down to the ground floor trash room which is located on the harbor side of the building. No garbage, cardboard, recycling, or other items may be left in the trash chute room. No garbage, cardboard, or large bulky items shall be left on the 7th floor. The 7th floor is for recycling only.
5. Disposal or donation of bulky items such as: beds, stereo, TV, furniture, etc., shall be the owner's/occupant's responsibility to have these items picked up. Bulky items must be stored inside units until the time of the scheduled pickup. A fine of \$250 shall be imposed for each occurrence of bulky items that are left in the common elements or around the building.
6. Construction materials must be delivered to approved construction material sites by the owner or contractor. An automatic \$250 fine shall be imposed for improper disposal of construction materials in or around the building.
7. In case of emergency, the Manager may enter any unit as may be necessary. In such cases, she/he shall promptly notify the occupant & owner. If no passkey is available, the Manager may retain a locksmith. The cost of the locksmith will be charged to the owner.
8. After providing the owner of a unit with reasonable written notice (e.g., 72 hours) to the owner's address on file with the Association, the Manager may enter any unoccupied apartment for an extended period of time for the purposes of cleaning bird nesting on the lanai, periodic pest control, and air conditioning maintenance service as such issues affect not only the subject unit, but they could affect the common elements and other units. If no passkey is available, the Manager may retain a locksmith. The cost of the locksmith will be charged to the owner.

Lockout assistance is not available. Please contact a licensed Locksmith or your Rental Agent if you become locked out of your unit. A 24-hour vendor list is available on the lobby bulletin board for your convenience.

9. Owners not residing on Oahu must designate in writing an authorized agent residing on Oahu to act in the owner's stead regarding rentals, repair, etc.

Each unit owner who uses an agent shall give the Manager written notice of the agent's name, address, email, and telephone number. Each unit owner or agent shall keep on file with the Manager the identity of the tenants or occupants in the unit.

10. No occupant shall make or permit any disturbing noises in the building nor do or permit any action that will interfere with the rights, comfort, and convenience of other occupants. The tone, volume of radios, TV & music centers, telephone bells, and musical instruments shall be turned down to avoid bothering neighbors. Noise must be kept at a minimum when entering and leaving units, especially during the quiet hours from 10:00 PM to 7:00 AM.
11. "For Rent" & "For Sale" signs may be posted on the lobby bulletin board in accordance with standards set by the Manager. No other signs are permitted unless specifically approved in writing by the Board.

12. New Clothes Washer/Dryer installations in units are strictly prohibited, due to the building not being designed for such appliances. Units with existing Washer/Dryer installations, which change ownership, are required to remove the installations in addition to the water and drain lines. Any unauthorized Washer/Dryer installations will be fined \$500 and will be required to remove the installation within 10 days. Failure to remove the Washer/Dryer within 10 days will be fined \$500 every 10 days until the Washer/Dryer installation has been removed, including the removal of the water and drain lines.
13. All vendors, including contractors and housekeepers, must sign in and out with security on the first floor.
14. Owners shall provide in writing to the Manager and Property Manager such owners' personal contact information including their mailing address, telephone number, and email address.
15. Owners shall be fined \$500 if they, the occupants of their unit, or their guests knowingly pull a false fire alarm or activate a smoke detector without the presence of an emergency or the need for emergency services.

Any person who knowingly activates a false fire alarm or reports a false warning of impending fire, explosion, crime, or emergency will be reported to the authorities.

House Rule violations must be reported to the Manager and/or Security.

Employees of the Association are under the direct supervision of the Manager. Owners' and occupants' complaints or requests for service must be directed to the Manager and not to the staff.

The word "unit" as used herein applies to residential and commercial units alike and is defined in the Restated Declaration of the Condominium Property Regime of Ilikai Marina Apartment Building, as amended (the "Declaration").

II. GOVERNMENT REGULATIONS

None of the provisions of the Association documents (i.e., Declaration, By-Laws, and House Rules) are intended to be in contravention of the State or Federal Fair Housing Act. The Board will at all times comply with the provisions of the Fair Housing Acts when acting upon requests by disabled persons to make reasonable modifications, at their cost, to unit and/or to the common elements of the Project if the proposed modifications are necessary for their full enjoyment of the Project. The Board will also comply with the provisions of the Fair Housing Acts when acting upon requests by disabled persons for exemptions from any of the provisions of the Association documents which would interfere with said disabled persons' equal opportunity to use and/or enjoy their units and common elements of the Project.

1. In accordance with State Law, fireworks are always prohibited on all portions of the premises. There are NO EXCEPTIONS. A fine of \$500 will be imposed for each instance of using fireworks. Moreover, if an owner is unable to control the conduct of his/her tenants, occupants or guests, the owner will, upon request from the Board, immediately remove such person or persons from the Project (i.e., the owner shall immediately set in process, and

follow through with, the eviction and/or removal of such individuals from the Project). The Board and Association will not be liable for any lost rentals or other damage suffered by the owner as a result of any eviction initiated by the Board.

2. Smoking is prohibited in all common elements of the building, including, but not limited to lobbies, hallways, corridors, stairways, and elevators. No cigarettes or other smoking materials shall be discarded in any common elements of the building. The Board requests that all owners, and their occupants and tenants not smoke on the unit's lanai.
3. All illegal activity is prohibited in the units, including the smoking, growing and use of illegal drugs under Federal or State law.
4. No owner, tenant, or occupant shall harbor an individual inside the apartment unit whom Security and/or Management has been issued a Trespass Warning or has been previously been escorted off property.
5. Loitering is strictly prohibited in all common areas by apartment owners, tenants, occupants, agents, contractors, commercial employees, and vendors, except for waiting in the Main Lobby after having checked-in with security.

III. COMMON AREAS

1. Owners shall always be responsible, both financially and otherwise, for the conduct of all occupants and guests of their units and shall ensure that their behavior is neither offensive in nature nor threatening to persons or property.
2. Loitering, ball playing, skateboard riding, roller-skating, or any other form of horseplay and related disruptive activities will not be permitted on common elements.
3. It is acceptable for bicycles and surfboards to be brought through the hallways, provided care is taken to avoid soiling or damaging the carpeting or wallpaper. Also, extreme care must be exercised while utilizing the elevators for transport of the same.
4. The grounds, walkways, stairways, elevators, building entrances, driveways, and other similar common elements shall not be obstructed nor used for any purpose other than for ingress and egress. No trash or personal property of any type may be placed on or stored in or on any of the common elements, except in areas designated for such purposes.
5. The Manager must be notified at least 48 hours prior to moving large furniture, construction materials, or equipment in and out of the building. Occupants moving or receiving/shipping such goods will be responsible for the protection of and any damage to the elevator interiors and doors, corridors, and any other common elements of the property. A \$200 deposit will be given to the Manager to cover any damage to the common elements caused by the move. The Manager and/or Security will inspect the common elements for damage within 24 hours of completion of the move. If no damage is found, the deposit will be returned within 7 days of the completion of the move. Move-ins or move-outs are to be scheduled between 9:00 a.m. to 5:00 p.m., Monday – Saturday.
6. No shoes, sandals, laundry, toys, or other personal belongings shall be left in the corridors.

7. Unit entry doors are to be kept closed at all times except during ingress or egress.

IV. BUILDING MAINTENANCE AND REPAIR

1. Portions of the Project including, but not limited to, all common elements, all limited common elements, the exterior surfaces of the building, lanais, unit entry doors, passageways, and grounds shall be used, decorated, and landscaped only as permitted by the Board. Any alteration within a unit that might interfere with the comfort of other occupants, jeopardize the structural integrity of the building, affect the common elements including water, sewer, electricity, and television services, must be cleared in advance through the Manager. An Alteration Request or building permit may be required before any work is undertaken.
2. All new door hardware shall have a Satin Nickle finish to achieve a uniform appearance. Only two locks are allowed on unit doors (i.e., a door handle and a single deadbolt). Three models of optional keyless deadbolts are approved; Schlage Camelot BE365, Schlage Camelot Encode, and the RemoteLock Open Edge RG. The Manager must be given a copy of the key for all new door hardware pursuant to the Association's Duplicate Key Program. Combination deadbolt and handle sets are not approved.
3. Owners shall be responsible for the prompt payment of the cost of any repairs to the common elements that were necessitated by the negligence of such owners and the occupants or guests of their unit. In the event an occupant causes damage to another unit, lanai walls and ceilings, or other areas, he/she shall be financially responsible for all necessary repairs.
4. Alterations: Any alterations or additions to the interior of a unit must be approved by the Board, prior to the commencement of such work. Owners are required to file pre-approval forms with the Manager prior to the start of any alteration and/or addition, with a \$500 deposit, which shall be refundable 60-days after inspection and approval by the Manager. A fine of \$500 will be charged to the owner for alterations and/or additions for which an owner did not receive prior written Board approval. Approved alteration work must be done between 9 AM – 5 PM, Monday – Saturday. All work, except for emergency repairs, is prohibited on Sundays and Federal and State holidays. Contractors (and the owner that retained such contractors) are responsible for damage to elevators, carpets, doors, walls, railings, tile flooring, or any other common elements. The cost to repair any such damage will be charged to the owner.
5. Maintenance and repair of unit interiors are the responsibility of the individual owners. Equipment and fixtures located therein are to be maintained in such a manner as to not cause damage to other units or to the common elements or to interfere with the rights or enjoyment to which other occupants are entitled.
6. Each owner is required to allow entry for routine maintenance/inspection of A/C units, any designated high-risk components and pest control. If an owner does not provide access during such scheduled mandatory maintenance/inspections, such owner shall be responsible for all costs associated with rescheduling the inspection, locksmith fees, and/or legal fees, as necessary, and such fees and costs will be charged back to the owner.

7. Floor Coverings - The installation of any floor covering shall be first approved in writing by the Board. Owners are required to complete an alteration application with the Manager and obtain Board approval in writing prior to commencement of any alteration.

V. LANAIS

1. Nothing shall be hung on or from lanai railings, walls, or ceilings for any purpose whatsoever. No clothing or laundry shall be hung in doorways or windows in such a manner as to be viewed from outside the building.
2. Lanais may be furnished with appropriate chairs and small tables which must be kept in a neat and orderly condition. Lanais are not to be used for the purpose of storage of articles of any kind.
3. Potted plants may be placed on lanais as long as porcelain or other suitable containers are placed under all flowerpots to avoid the dripping of water or soil therefrom. No flowerpot, planter, container or similar item shall be placed on or suspended from railings of lanais or lanai ceilings or in any other way that may create a hazard. The plant may not exceed the height of the lanai railing. At no time shall any plant extend through the railings.
4. Watering of plants and sweeping and mopping of lanais and adjacent areas shall be accomplished in a manner so as not to be a nuisance to persons residing in an adjacent or lower unit or to persons on the grounds of the premises. Care must be taken in scrubbing lanais so as to prevent water from running down the exterior of the building.
5. No painting of the walls, railings, or ceilings of lanais or the addition of any lights thereto is permitted without obtaining prior written Board approval.
6. No barbecuing is permitted on the lanais.
7. The exterior side of draperies, shutters, and blinds or other coverings placed against the windows or doors or openings facing towards the exterior of the building shall be white or off-white. Draperies must not be allowed to fly through open windows. Installation of solar film must receive advance approval of the Board. Only #20 gray will be approved for installation on exterior windows.
8. Reasonable Holiday decorations may be displayed on the lanais between Thanksgiving and January.
9. Installation of any form and type of surface covering is not allowed on lanais due to the risk of concrete spalling. Owners who violate this House Rule shall be required to remove the surface covering at their expense. In addition, if the Board determines that the surface covering has caused damage to the building, such as spalling, the owner of the unit where the surface covering was installed shall be charged for the repairs.

VI. LAUNDRY, STORAGE, GARAGE AREAS, AND FACILITIES

1. Each occupant shall comply with all regulations and directions of the owner of the laundry room, storage, and garage facilities for use thereof.

2. Those units that have their own laundry facilities must use low sudsing or no sudsing detergents in their machines to avoid suds coming up into kitchen sinks and toilets on floors below. (Examples: Amway, Sears, All)
3. All owners, tenants, occupants, and guests shall follow the rules posted in the Laundry Room and which are attached hereto as Appendix "A." Guests who do not follow the rules may be banned from using the laundry room, and any property damage will be charged back to the unit owner.

VII. ANIMALS

1. **No bird or animal** shall be permitted in the building without written authority from the Board of Directors. Feeding or watering of domestic or wild birds is strictly prohibited.
2. Any disabled person requesting a reasonable accommodation to keep an animal in their unit needs to complete and submit the Service Animal Form prior to arrival on property.
3. While in common areas and in transit, all service animal(s) shall be on a leash, in a case, or carried by someone who is responsible for the service animal. If the nature of the person's disability makes physical control impracticable, or if physical control would interfere with the assistance that the animal provides, the assistance animal must be under the control of the animal's handler/owner by voice control, signals, or other effective means.
4. Any damage caused by a service animals to the common elements shall be the responsibility and liability of the owner. Any owners who do not comply with the House Rules will be fined according to the attached Schedule of Fines and will be charged for any repair/replacement damages to the common elements caused by their animals.
5. Any owner, tenant, or guest who is granted a reasonable accommodation by the Board to allow their service animal onto the property shall always keep the service animal with them. At no point shall the animal be left alone inside the unit.
6. Any service animal causing a nuisance or unreasonable disturbance to any other occupant of the Project may be permanently removed therefrom promptly upon notice given by the Managing Agent, acting on behalf of the Board. The service animal will be allowed to remain at the project for a reasonable period of time while the disabled person attempts to find a suitable replacement serviceanimal.

VIII. GENERAL PROVISIONS

1. Each Unit Owner shall obtain and maintain an HO-6 insurance policy or its equivalent with the following minimum provisions or any other provisions as may be adopted by the Board of Directors.
2. Liability Insurance of at least \$300,000.00.
3. Dwelling coverage equal to the Association's property insurance deductible currently \$5,000.00 excluding the hurricane deductible plus the value of any improvements to the unit (as compared to the original as built conditions).

4. Personal Property Coverage
5. Loss assessment coverage to the extent reasonable available equal to the Association's property insurance deductible, currently \$5,000.00 excluding the hurricane deductible.
6. Each Unit Owner shall provide a copy of the Declaration page of said insurance policy to the Managing Agent (Hawaiian Properties, Ltd.)

IX. RULE ENFORCEMENT POLICY

Owners and rental agents are to ensure that persons occupying their units have a copy of these House Rules and conduct themselves in compliance with such House Rules. Owners shall assume full responsibility for the actions or omissions of their Agents, Family Members, Tenants and Guests. ALL VIOLATIONS OF HOUSE RULES MAY BE SUBJECT TO FINE IN ACCORDANCE WITH THE BELOW SCHEDULE OF FINES.

RESOLUTION OF THE BOARD OF DIRECTORS OF THE ASSOCIATION OF APARTMENT OWNERS ILIKAI MARINA APARTMENT BUILDING ADOPTING A SCHEDULE OF FINES FOR VIOLATIONS OF THE DECLARATION, BY-LAWS, AND HOUSE RULES

WHEREAS, according to Section 514B-112(c) of the Condominium Property Act, the Board of Directors of the Association of Apartment Owners Ilikai Marina Apartment Building (the "Board") has the power to take action against apartment owners, their tenants, family members, guests, agents, employees, or anyone else using the Ilikai Marina Apartment Building condominium project for violations of the Restated Declaration, Restated By-Laws, and House Rules of the Association; and

WHEREAS, the Board has authority to do all acts or things necessary for the administration of the affairs of the Association pursuant to Article III, Section 5 of the Restated By-Laws of Association of Owners Ilikai Marina Apartment Building ("the Restated By-Laws"); and

WHEREAS, Sections 514B-104(a)(11) and 514B-106(a) of the Hawaii Revised Statutes authorize the Board, on behalf of the Association, to impose fines for violations of the Restated Declaration, the Restated By-Laws, or the House Rules for the project;and

WHEREAS, in accordance with these powers, the Board has decided to: (i) adopt a schedule of fines to be imposed for violations; and (ii) give the Manager and Security the power to impose fines in accordance with the schedule the Board adopts;

RESOLVED, the Board adopts the following schedule of fines for any violation of the Association's Restated Declaration, Restated By-Laws, or House Rules (the "project documents") by apartment owners, their tenants, family members, guests, agents, employees, or anyone else using the project;

RESOLVED FURTHER, the Board deems apartment owners to be responsible for payment of any fines imposed with respect to their apartments, or as a result of the actions of the owner's tenants, family members, guests, agents, or employees.

RESOLVED FURTHER, the Board adopts the following policy, which shall apply to all apartment owners, occupants, and other users of the project:

I. ENFORCEMENT POLICY

The Manager and Security have the authority to enforce the project documents.

II. AMOUNT OFFINES

Except as otherwise provided below and in the House Rules, citations and fines shall be issued and imposed as follows:

- First offense--a written citation given or sent to the apartment owner, agent, and violator.
- Second offense--a written citation given or sent to the apartment owner, agent, and violator and a \$100.00 fine assessed against the owner.
- Third offense--a written citation given or sent to the apartment owner, agent, and violator and a \$250.00 fine assessed against the owner.
- Fourth and subsequent offenses--a written citation given or sent to the apartment owner and a \$500.00 fine may be assessed against the owner for each offense.

Note: A violation which has not been corrected within ten days of the date of a citation will be considered another violation and subject to another citation and a fine.

Second, third, fourth, and subsequent offenses need not be for a violation of the same provision before a fine is imposed. For example, if a tenant violates a "Lanai" rule for his first violation, and then violates a "Noise" rule for his second violation, the fine would be imposed on the owner upon the occurrence of the second violation. It is not necessary for a tenant to violate a specific rule, such as "Noise" rule, twice before a \$100.00 fine is levied. Similarly, a \$250.00 fine will be assessed for a third violation of the house rules and a \$500.00 fine will be assessed for a fourth and subsequent violations of the house rules. After twelve (12) months, a citation will be removed from an owner's record and will not be used in calculation of subsequent violations.

The Managing Agent and his/her staff, or any duly authorized agent of the Association such as the Association manager or property manager, as the agent for the Board of Directors, are authorized to issue violation citations and levy fines.

III. CITATIONS

Each citation issued shall briefly describe the nature of the violation; date of the violation; apartment number; and name of parties involved, if known. The original citation shall be sent to the apartment owner (who shall be responsible for payment of any applicable fine, as outlined below). If the owner of the apartment is not an occupant, then copies of citations also will be given or sent to the agent and violator (provided, this shall not be deemed a waiver of the owner's responsibility for payment of any applicable fine).

An apartment owner, for his/herself or for the violator, if the violator is not the owner, tenant or other offender may appeal a notice of violation or fine as stated in Section 6 below.

IV. PAYMENT OF FINES AND LIABILITY

Apartment owners shall be liable for their own fines and for fines assessed against their tenants, guests, family members, agents, employees, contractors, etc. A fine must be paid to the Association within thirty (30) days of the assessment of the fine. A fine shall be

chargeable against the owner's apartment. The Association may file a lien against the owner's apartment for the unpaid fines and may collect the unpaid fines under the procedures provided in the Bylaws for collection of delinquent assessments.

V. APPEAL

- Within 30 days from the date of the notice of violation or fine an owner, tenant, or other offender may appeal to the Board by mailing or delivering written notice of his/her appeal and the reasons therefore to the Manager's office. Such written notice shall constitute a Notice of Appeal. The date of mailing or the date of hand delivery to the Association Manager shall constitute the date of the appeal.
- The owner, tenant, or other offender may ask to appear at the next Board meeting to provide additional information or the Board may ask the person to appear. The petitioner will be notified of the date and time that the appeal will be heard.

In the event of a violation of the House Rules that poses a threat to persons or property, as determined by the Board, the House Rule Violation Procedures and Appeal Procedures set forth hereinabove, may be suspended and the Board may take immediate action to remedy the situation and/or have the matter referred directly to legal counsel for appropriate action.

NOTHING CONTAINED IN THIS RESOLUTION SHALL BE INTERPRETED TO PREVENT OR DELAY THE BOARD, OR THE MANAGING AGENT, AND/OR THE ASSOCIATION MANAGER FROM ENJOINING, ABATING, REMOVING OR REMEDYING ANY VIOLATION OR BREACH WHICH MAY IMPAIR OR IN ANY WAY AFFECT THE VALUE OR SAFETY OF THE PROJECT OR THE USE, ENJOYMENT, SAFETY OR HEALTH OF ANY APARTMENT OWNER.