

WAIALAE GARDENS AOA
HOUSE RULES
(REVISED JANUARY 1, 2000)

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(Revised January 1, 2000)

The primary purpose of these House Rules shall be to protect all residents from annoyance and nuisance caused by improper use of Waialae Gardens and also to protect the reputation and desirability of Waialae Gardens by providing maximum enjoyment of the premises. These House Rules may be amended by the action of the Board of Directors of the Association of Owners of Waialae Gardens.

The full authority and responsibility of enforcing said rules shall be delegated to a Managing Agent by the Board. All owners, occupants, and their guests shall be bound by these rules and by standards of reasonable conduct whether covered by these rules or not; provided, however, neither the Board of Directors nor the Managing Agent shall be responsible for any non-compliance or violation of said rules by the owner, occupants, and their guests.

I. USE:

A. Apartments shall be used for residential purposes only, without exception.

1. Child care services are strictly prohibited unless provider complies with all requirements of Chapter 514A, Hawaii Revised Statutes for Condominium Property Regimes; and approval by the Board.

B. An "ownership transfer form" must be signed by the assignee or purchaser of an apartment and registered with the Board of Directors or its Managing Agent before the conveyance of any apartment, and interest therein, or agreement of sale covering such apartment shall be effective.

II. GENERAL PROVISIONS:

A. All residents shall be registered with the Resident Manager so as to avoid confusion of trespassing, right of legal entry, or for emergency situations. Pool keys shall be issued, one per unit, at time of registration.

B. No owner, occupant, or guest shall make any excessive noises in any building, common or limited common element, nor do anything that will interfere with the rights, comfort, and convenience of other residents. All residents shall respect the noise curfew hours: 10:00 P.M. to 7:00 A.M. daily.

C. The tone volume of radios, TV sets, stereos, telephones, recorders, musical instruments, clock alarms, etc., shall be turned down so as to avoid bothering other residents. At no time shall the noise emitting from any apartment exceed the noise controls as established by the State of Hawaii Department of Health and/or Article 3. Sections 3.100, 3.100-1, 3.100-2 Noise Regulations, Land Use Ordinance, Department of Land Utilization, City and County of Honolulu (Aug., 1997).

D. No owner, occupant, or guest shall erect or place on any common element: any building or structure, including fences, walls, radio or TV antennae, nor place any items for storage on any common element without the prior written approval of the Board. No bicycles, similar vehicles or other personal articles shall be placed or left on any common element of the project except at designated bike rack locations. Only lawn furniture and small plants shall

be used on lanais and any unsightly or potentially dangerous items shall be removed upon request by the Managing Agent or Resident Manager.

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E. No clotheslines shall be erected outside of the apartment units or on any common or limited common element. No laundry shall be hung or dried outside of the apartment units. No article shall be hung externally from any door or window or placed upon the window sills of the apartment unit.

F. No vehicles or other devices shall be ridden on any portion of the project, including all stairs, walkways and lawn, other than for ingress and egress of the driveways and parking areas. Only vehicles or devices relied upon by handicapped or disabled persons for purposes of mobility shall be exempt from this provision.

G. Washing of cars in the parking lot areas shall only be done with a bucket of water or hose with a nozzle control. No running water shall be permitted in any parking area. Personal hoses shall be provided and removed upon completion. No toxic or anti environmental solutions shall be used or allowed into the storm drains at any time. All work must be done within the assigned parking stall and shall not interfere with the convenience of other residents.

H. No refuse, garbage or trash of any kind shall be thrown, placed or kept on any common or limited common element of the project outside of the disposal facilities provided for such purposes by the Association. Excess trash is the responsibility of each resident to deposit in the dumpsters located at the entry to the parking lots. All trash shall be placed in plastic bags and sealed before placing in any disposal facility. Residents shall not cause an overflow of trash from the dumpsters; excess trash shall be retained at apartment unit for next day removal. All recyclable items (newspapers, glass or aluminum items) shall be placed in the respective recycling bins provided at the Kilauea Street entry to the parking lots.

1. No trash pick up on Thursdays and Sundays at high rise/townhouse apartment units.

2. Dumpsters are for daily trash only; no construction material, appliances or furniture shall be placed inside or alongside these dumpsters. Removal of used appliances, furniture and/or construction material are not the responsibility of the Association. No items shall be placed on any walkway/grass area of the perimeter of the property.

3. See Resident Manager for schedule of city bulk pickup. Items scheduled for pickup can be placed no sooner than two working days before scheduled pickup. Any cost incurred by the Association for the removal of the item(s) shall be charged and billed to the resident responsible for its disposal.

I. The use of fireworks of any kind is strictly prohibited anywhere on the project.

J. No flammable oils or fluids such as gasoline, kerosene, naphtha or benzene, or other explosives or articles deemed hazardous to life or property shall be stored in any apartment, attic, common or limited common element at any time.

K. No soliciting of goods, services, or religious activities shall be permitted on the project except where specifically requested by a resident for his/her personal use. No commercial activity shall take place on any common or limited common element.

L. No person shall be allowed to loiter in the parking lot or on the cliffs behind the units. Any activity that may cause damage to the buildings, common elements or personal property is strictly prohibited.

M. Nothing shall be allowed done or kept in any apartment, attic, common or limited common element which would overload or impair the floors, walls, or cause any increase in the insurance premiums of the Association or cause cancellation or invalidation of any insurance thereof maintained by or for the Association.

N. The Resident Manager or Managing Agent or any Association employee shall not be responsible for any deliveries of personal property of residents left on common or limited common elements or doors of the units.

O. No person shall interfere with any of the grounds or maintenance personnel in the performance of their assigned duties. The Resident Manager is solely responsible for supervising the grounds and maintenance crews. Residents shall not perform any yard work or repairs to the common property. Direct requests for yard work or repairs to the Resident Manager to have a "job order" written, if deemed appropriate.

P. Signs, including "For Sale," "Open House," etc., shall be strictly regulated by the Board of Directors and enforced by the Resident Manager. Direct requests to the Resident Manager.

Q. Any lockout handled by the Resident Manager shall be charged the following fees, payable at the time of reentry:

Daily, during regular work hours; 8:00 A.M. to 5:00 P.M.:	\$20.00
Daily, after work hours:	\$35.00

S. Resident Manager Office:
1416-1 Hunakai Street, Honolulu, HI 96816 tel./fax: 737-6429, pager: 525-2709

Regular work hours:	
Mon., Tues., Thurs., Fri.:	8:00 A.M. to 5:00 P.M.
Wed., Sat.:	8:00 A.M. to 12:00 P.M.

Office hours:	
Daily:	8:00 A.M. to 11:00 A.M.

III. BUILDING MAINTENANCE AND REPAIR:

A. All of the common elements, including but not limited to the exterior surfaces of the building, doors, walkways, and grounds, shall be used and decorated only as permitted by the Board. No alteration, installation, repair or change of any nature, whatsoever, shall be effected to the exterior surfaces of the buildings, including lanais, and thereafter maintained without the written approval of the Board. See Resident Manager for information/application for exemption. Exemption(s) shall terminate if/when applicant vacates the property.

B. The Association shall be responsible for the repair and maintenance of the exterior surfaces of the buildings and interior common elements. Where said exterior surfaces, walkways, fences, shrubbery and other areas are damaged deliberately or as a result of the negligence of any owner, occupant, or guest, then the owner of such unit shall be responsible to the Association for the prompt payment of the cost of the repairs. The Board shall be responsible for the repair of damage caused by breaks in the main utility lines. The maintenance and upkeep of interior apartment unit doors and of the interior portions of entry doors are not the responsibility of the Association.

C. Requests for exterior repairs and maintenance shall be submitted in writing to the Managing Agent, who shall determine whether the requested repair or maintenance is necessary and reasonable. Any decision of the Managing Agent may be appealed to the Board in writing within ten (10) days following the Managing Agent's decision.

D. It is the responsibility of the respective apartment owners to maintain their apartments and the equipment and fixtures therein located, this includes replacement and upkeep of screens, жалousies and frames, in such manner as not to cause damage to other apartments or the common elements or to interfere with the rights or enjoyment to which other residents are entitled.

E. The Resident Manager and maintenance personnel shall not do any work within any apartment, which is not the responsibility of the Association of Owners, without the consent of the Board of Directors or the Managing Agent.

F. Notwithstanding anything to the contrary contained in these House Rules, handicapped or disabled persons shall be:

1. Permitted to make reasonable modifications to their apartments or the common or limited common elements, at their expense, if such modifications are necessary to enable them to use and enjoy their apartments or the common or limited common elements. These modifications shall be within the Uniform Federal Accessibility Standards.

2. Allowed reasonable exemption from these House Rules, when necessary to enable the use and enjoyment of their apartments or the common or limited common elements, provided that any handicapped or disabled person desiring to make such modifications or desiring such an exemption shall so request, in writing. That request shall set forth, with specificity and in detail, the nature of the request and the reason(s) to make such modifications or be granted such an exemption. The Board of Directors shall issue its decision within forty-five (45) days of receipt of such requests.

IV. PARKING AND PARKING STALLS:

A. Each resident shall park his/her car only within the single, marked parking stall(s) assigned to his/her apartment unit. Only one (1) vehicle per stall shall be parked in an assigned stall and shall be registered with the Resident Manager. See Resident Manager for information/application for exemption; and approval by the Board. Exemption(s) shall terminate if/when applicant vacates the property.

B. No bicycles or mopeds shall be ridden or parked on any walkway, stairs, or lawn. Owners of mopeds shall park these vehicles within the single, marked assigned stalls. Bicycles shall be kept in the designated bike rack locations provided by the Association. All such vehicles shall be secured with effective locking mechanisms. The Association shall not be responsible for any damage and/or theft to bicycles or mopeds on the project.

C. There is no guest parking area provided on the project. Vehicles of guest(s) shall be properly parked within the single, marked stall assigned to the apartment unit. Vehicles unauthorized or improperly parked shall be promptly towed away at vehicle owner's or operator's expense. The Resident Manager shall remove vehicles unauthorized or improperly parked on common or limited common elements. Owners of assigned stalls shall be responsible for removal of unauthorized or improperly parked vehicles if parked in assignee's stall.