

FAIRWAY VILLA

House Rules

The purpose of these House Rules is to protect all occupants from annoyance and nuisance caused by improper use of the condominium apartments and also to protect the reputation and desirability thereof by providing maximum enjoyment of the premises.

The full authority and responsibility of enforcing said rules may be delegated to a managing agent by the Board of Directors of the Association of Apartment Owners. All occupants, tenants and their guests shall be bound by these rules and by standards of reasonable conduct whether covered by these rules or not.

I. Occupancy

1. Occupancy is limited to not more than two persons per bedroom or studio apartment contained in each apartment, except that this occupancy may be exceeded by members of the immediate family of the owner or tenant.
2. No dogs, cats, livestock, poultry, birds, rabbits or other animals whatsoever shall be allowed or kept in any part of the project, except owners who had pets prior to July 1, 1976, who will be allowed to keep them until their demise. All such pets must be registered with the Resident Manager. No additional or new pets will be permitted.
 - a. Tenants are prohibited from walking pets on the 29th floor and in parking areas.
 - b. Pets must be leashed while on common elements.
 - c. Pet owners will be responsible for all damage and mess caused by their animals.
3. An apartment owner shall be responsible for the conduct of his children at all times, ensuring that their behavior is neither offensive to any occupant of the building nor damaging to any portion of the common elements.

II. Temporary Occupancy

1. The owners must notify the Manager of the names and length of anticipated occupancy of lessees, rentees, or guests and must deliver to lessees, rentees or guests a copy of these House Rules.
2. An apartment owner shall be responsible for the conduct of his lessee(s), rentee(s) or guest(s) and shall, upon request of the Board of Directors or

Managing Agent, immediately abate and remove, at his expense, any structure, thing or condition that may exist with regard to the occupancy of his apartment or parking stall by lessee(s), rentee(s), or guest(s) contrary to the interest and meaning of the provisions hereof; or, if the apartment owner is unable to control the conduct of the lessee(s), rentee(s) or guest(s) to conform with the interest and meaning of the provisions hereof, he shall, upon request of the board of Directors or Managing Agent, immediately remove such lessee(s), rentee(s) or guest(s) from the premises, without compensation for lost rentals or any other damage resulting therefrom.

3. Owners shall be responsible for designating a local agent to represent their interest if their residence is outside of Hawaii or if they will be absent from the apartment for more than 30 days. Such owners shall file with the Manager their out-of-town address and telephone number and the telephone number of their agent.

III. Common Areas, Entrances and Lanais

1. The sidewalk, passages, lobbies, stairways and corridors must not be obstructed or used for any purpose other than ingress and egress. Fire exits shall not be blocked any time.
2. An apartment owner shall be responsible for the care and maintenance of all lanais which are included in his apartment. Such owner may not, however, paint or otherwise decorate the walls and ceilings of the lanais without the prior approval of the same by the Board of Directors. It is intended that the exterior of the building shall present a uniform appearance and, to effect that end, the Board may require the painting of the walls and ceilings of each lanai and regulate the type and color of paint to be used. In addition, the Board is authorized to contract for the painting of all the walls and ceilings of the lanais and to make payment therefor out of the maintenance fund.
3. Only appropriate furniture and small plants shall be used on lanais and any unsightly or disturbing items shall be removed upon the request of the Manager. These areas are not be used for storage purposes of any kind. Appropriate banners commemorating holidays or festivals may be displayed from lanais on holidays.
4. Textile items, including towels, bathing apparel and clothing, brooms, mops, cartons, etc., shall not be placed on lanais or passages or in windows so as to be in view from outside the building or from the apartments above. No item shall be dusted or shaken from the lanais or windows or cleaned by beating or sweeping on the grounds of the project.

5. All plants shall be placed in containers so as to prevent the drippings of water or soil onto other apartments or the common elements. Care should be taken when scrubbing lanais so as to prevent water from running down the exterior of the building. Drip pans must be used where air conditioners discharge onto lanais.
6. Nothing shall be thrown from lanais, windows, stairwells, balconies, recreation deck, etc. Cigarettes and matches, specifically, are a fire hazard.
7. No shoes, go-aheads, dry cleaning, etc. shall be allowed to remain in view at front entrances.
8. The throwing of firecrackers from lanais and the explosion of any fireworks anywhere on the building grounds or within the building is expressly prohibited.
9. No fires or barbecuing will be permitted on any apartment lanai or anywhere within the common elements or limited common elements.
10. All of the above-stated House Rules pertaining to the use of the lanais shall apply to the lanai and recreation area located on the 28th floor, except that such area may also be used for reasonable recreational purposes. Recreational uses of the aforesaid area shall be deemed reasonable if such use does not disturb other residents or interfere with their use or enjoyment of the common elements or any other portion of the property. Only appropriate lanai furniture, such as tables, chairs and chaise lounges, and small plants shall be placed on the aforesaid area, unless first approved in writing by the Board of Directors.

IV. Use of Recreation Deck and Facilities

1. Non-residents shall not use the Recreation Deck unless accompanied by a resident of the building.
2. Recreation deck, pool and sauna hours are from 8:00 a.m. until 11:00 p.m.
3. Mats, floatation devices, snorkels, swim fins or diving gear are not permitted in the pool.
4. Children twelve years of age and under shall not be permitted on the Recreation Deck unless accompanied by an adult.
5. No running or horseplay will be allowed in the pool or on surrounding area.
6. All swimmers must shower before entering the pool.

7. Swimmers shall dry themselves completely before leaving the Recreation Area.
8. No container, tumbler, drinking glass or any other item made of glass shall be permitted on the Recreation Deck.
9. No person with bandages or open wounds of any type may use the pool.
10. No perfumes, deodorants, oils, etc. may be used in the sauna. Sauna users must use shorts or towel to sit on.
11. All owners and occupants shall exercise extreme care about causing or permitting noise that may disturb other occupants, including, without prejudice to the generality of the foregoing, noise caused by any child residing or visiting in apartments.
12. Radios must be used with earphones.
13. Pets are prohibited on the 29th floor.
14. Electric appliances are not permitted on the Recreation Deck.

V. Parking Areas

1. Each apartment has an appurtenant parking space(s), and residents must not use other than this space at any time without prior permission for occupancy.
2. No cars may be parked or left unattended at the lobby entrance or in the entry driveway.
3. Guest parking stalls shall not be used regularly by the same guests and shall not be used for an unreasonable period of time during any single occupancy. The Manager shall verify the validity of the guest relationship of persons using guest parking stalls, unless informed in advance by the apartment owner. Guest parking stalls are for the exclusive use of guests, not owners, renters or lessees.
4. In addition to the information to be submitted to the Manager pursuant to paragraph II, Temporary Occupancy, Section 1, hereof, the apartment owner shall advise the Manager in writing of the type of vehicle and license number being used by his lessee or rentee.
5. When workmen are performing work on an apartment, the owner shall advise them to use his parking stall, park on the street or have the Manager assign use of a loading area stall.

6. Automobile shall be centered in the parking spaces so as to prevent crowding of adjacent spaces and/or blocking of passages.
7. It is the responsibility of the apartment owners to inform their guests not to park in vacant spaces unless arrangements have been made for such use.
8. Violators of parking regulations shall have their cars towed away at their own expense. If the violator is a lessee, rentee or guest of an owner, the owner shall be held responsible for payment of the towing charge.
9. Owners who clean or polish cars on the premises shall clean the area thoroughly before leaving and at no time use any space other than their own for such purposes.
10. No car washing will be permitted on the premises.
11. Repairs of a motor vehicle, boat, surfboard or other equipment shall not be permitted.
12. Automobile identification decals will be issued to all Fairway Villa residents by the Manager and shall be affixed to the lower right-hand corner (passenger side) of the front windshield. All residents must furnish their automobile license plate number(s) to the Manager.
13. It is the responsibility of the apartment owners to ensure that their parking stall is cleaned of oil spills or a Clean-Up Fee will be charged by the Association.
14. All vehicles parked on property will have a current license tag and safety sticker (Effective as of 4/1/99) as required by law. Violators of this provision shall have sixty (60) days after citation to provide proof to the Resident Manager that the objectionable condition of the vehicle has been corrected; otherwise, the vehicle shall be subject to removal at the owner's expense.

VI. Storage

1. All cartons, suitcases, articles, etc. must be tagged and identified. Bulky items such as furniture, excessively large cartons, surfboards, bicycles, etc. may not be stored in the storage rooms. Nothing is to be stored without the approval of the Resident Manager.
2. Bicycles and surfboards shall be stored only in the designated storage room in the basement parking area.
3. No flammable oils or fluids such as gasoline, kerosene, naphtha or benzine, or other explosives or articles deemed extra-hazardous to life or property shall be stored in any storage area.

VII. Noise

1. Avoid excessive noise of any type at any time. Consider other residents at all times.
2. Hold your front door so as to avoid its slamming due to the wind. When using the stairwells, do not allow the door to slam.
3. No workmen will be allowed in the building before 7:00 a.m. or after 7:00 p.m., except in an emergency.
4. Radios, TV's Hi-Fi's, etc., must be played at reduced volume after 10:00 p.m. and before 8:00 a.m.
5. When guests are leaving at night, it is requested that noise be kept to a minimum.
6. Excessive noise at any time should be reported to the Manager, who will take appropriate action.
7. Trash containing dry garbage, cans, etc. shall be securely wrapped before being placed in a receptacle. No wet garbage shall be placed in such receptacle or rubbish chute. No boxes or trash exceeding the weight and size designated for the rubbish chute shall be placed therein. Trash chute hours are from 8:00 a.m. until 9:00 p.m.

VIII. Building Modifications

1. No structural changes of any type shall be permitted either within or without an apartment without the prior written approval and consent of the Board of Directors.
2. Lanai awnings may be installed subject to the specifications as approved by the Board of Directors.
3. No signs, signals or lettering shall be inscribed or exposed on any part of the building, nor shall anything be projected out of any window or off any lanai.
4. No projections shall extend through any door or window opening outside into any corridor or beyond the exterior face of the building.
5. No radio or TV antenna shall be erected or maintained outside the physical confines of an apartment.
6. No additions or alterations to the original design of the apartment will be permitted which are visible from the exterior of the building.

IX. General

1. Furniture placed in the common areas is for use in those specific areas and must not be moved therefrom.

2. Maintenance personnel shall not be asked to do work within the area of any apartment or asked to leave the premises for any reason.
3. No solicitation or canvassing will be allowed in the building at any time.
4. Advance notice must be given to the Manager when household goods or large items of furniture are to be moved in order that the elevator can be protected by pads and proper scheduling can be maintained.
5. The Manager is not required to give access to apartments without the written permission of the owner.
6. Owners shall file their name, address, phone number and signature with the Manager.
7. Each apartment owner shall observe and perform these House Rules and ensure that his licensees and invitees also observe and perform these House Rules. Apartment owners will be responsible for their guests' observance of all House Rules as set forth herein. In the event expenses are incurred due to violations of House Rules by guests or licensees, the owner shall be responsible for payment of same.
8. No resident/tenant of Fairway Villa, if locked out, may be readmitted unless previously registered with the Manager.
9. There will be a \$15.00 charge for all lock-outs.

x. **Asbestos** (Effective 11/16/94)

As with many buildings constructed at the time, Fairway Villa was built with acoustic ceiling material that contains asbestos. Asbestos has been linked with three diseases: asbestosis, lung cancer, and mesothelioma. Care and precaution should be taken to avoid physical contact with the ceiling material. Report any damage to common element ceilings immediately to the resident manager. Under the Declaration of Horizontal Property Regime, the finished surface of an apartment ceiling is the responsibility of the apartment owner. In the event an apartment ceiling becomes damaged, the owner should immediately contact a licensed asbestos abatement contractor for proper removal and decontamination.

Additional information regarding the asbestos in the Fairway Villa, and the rights and responsibilities of owners and residents is available upon request from the resident manager.

XI. THE VIOLATION OF ANY HOUSE RULE ADOPTED BY THE ASSOCIATION OF APARTMENT OWNERS OF FAIRWAY VILLA SHALL GIVE THE BOARD OF DIRECTORS OR ITS AGENT THE RIGHT TO:

1. ENTER THE APARTMENT IN WHICH, OR AS TO WHICH, SUCH VIOLATION OR BREACH EXISTS, AND TO SUMMARILY ABATE AND REMOVE, AT THE EXPENSE OF THE DEFAULTING APARTMENT OWNER, ANY STRUCTURE, THING OR CONDITION THAT MAY EXIST THEREIN CONTRARY TO THE INTENT AND MEANING OF THE PROVISIONS HEREOF, AND THE BOARD OF DIRECTORS OR THE MANAGEMENT FIRM SHALL NOT THEREBY BE DEEMED GUILTY IN ANY MANNER OF TRESPASS; OR,
2. TO ENJOIN, ABATE OR REMEDY BY APPROPRIATE LEGAL PROCEEDINGS, EITHER AT LAW OR IN EQUITY, THE CONTINUANCE OF ANY SUCH BREACH, AND ALL COSTS THEREOF, INCLUDING ATTORNEYS' FEES, SHALL BE BORNE BY THE DEFAULTING APARTMENT OWNER.

XII. HOUSE RULES SUBJECT TO BYLAWS OF ASSOCIATION

These House Rules are expressly made subject to the Bylaws of the Association of Apartment Owners; and if there is now or hereafter any inconsistency between these House Rules and the said Bylaws, the provisions of the said Bylaws shall be controlling.

THESE ARE THE HOUSE RULES AS APPROVED BY THE BOARD OF DIRECTORS AS OF 5/19/99.

1. PETS

A. *Permitted Pets*

1. No dogs, cats, livestock, poultry, birds, rabbits or other animals whatsoever shall be allowed or kept in any part of the Project, except owners who had their pets prior to July 1, 1976, who will be allowed to keep them until their demise. Such pets may be kept by owners and occupants in their respective residential apartments but shall not be kept, bred, or used therein for any commercial, profit making or money generating purposes, nor allowed on any common element except in transit when carried or on a leash (but shall not be allowed in the recreational facilities at any time for any purpose), provided further, that any such pet causing a nuisance or unreasonable disturbance to any other occupant of the Project shall be permanently removed there from within five (5) days after receiving notice from the Board or Managing Agent that the pet must be removed. The restriction regarding pets does not apply to certified signal dogs or seeing-eye dogs used by hearing or visually disabled persons. Other requests for pets must be reviewed and approved, in advance, by the Board of Directors.

B. *Pet Owner's Responsibilities*

1. Any injury to persons or property damage (including plants and landscaping) caused by any pet on the project premises shall be the responsibility of the owner of the animal and/or the apartment owner.
2. No pet shall be allowed to cause a nuisance or unreasonable disturbance. Violation may result in a fine or permanent removal of the pet from the property.
3. Dog owners are required to comply with City and County Laws AQS, 33 which states, "an owner cannot let his dog bark continuously for more than ten minutes, or intermittently for more than one-half hour, unless a person is trespassing or threatening to trespass on the property on which the dog is situated. He cannot let his dog go on onto other people's private property without the occupant's consent, nor onto public property except with a leash eight feet long or shorter. It is also unlawful to let his dog excrete any solid waste on property other than his own unless the person promptly removes the animal waste."
4. Notwithstanding any other provision herein, visually impaired persons may keep certified seeing-eye dogs, hearing-impaired persons may keep certified signal dogs and physically impaired persons may keep certified service dogs in their apartments and may use such dogs as reasonably necessary to their enjoyment of the project.