

Revised January 1994

KINAU VILLA

HOUSE RULES

The Board of Directors of the Kinau Villa Association of Apartment Owners, as the duly elected representatives, have adopted the following House Rules which concern and govern all owners, residents, tenants, members of their families and guests.

The primary purpose of these House Rules is to promote harmonious living, peaceful and orderly use and enjoyment of the common elements, and to protect all occupants from annoyances and nuisance caused by improper conduct and use.

Kinau Villa is a condominium complex consisting of four buildings containing 76 homes. These rules apply to all guests, families, owner-residents, and tenants living or visiting in the Kinau Villa complex. To insure the peace, tranquillity and well being for all our residents, rules and regulations have to be adopted and enforced. These rules are a guide to consideration for others so as to create a friendly, pleasant and congenial atmosphere.

Your Board of Directors has complied with State laws and thought of your Safety, comfort and convenience in making these rules. We want you to be happy here and proud of your home in the Kinau Villa complex. Violations of any house rules should be reported to the resident manager who will promptly initiate corrective action when necessary.

Please read the following house rules carefully as the full cooperation of all occupants is required. The Board of Directors has delegated to the resident manager the responsibility for the enforcement of these rules, and he is vested with full authority.

GENERAL PROVISIONS

1. All owners or agents selling, leasing or renting an apartment shall furnish a copy of the house rules to their buyers, agents, or tenants. Extra copies may be obtained from the resident manager.

2. All owners and residents must sign a card stating that they have received and read and understand all of these house rules. These cards will be kept on file with the management company.

3. Registration: Each resident must fill out a registration form to be filed with the resident manager which includes names of occupants, names and address of next of kin, physician, make and year of car, license number and such information useful in case of any kind of emergency.

4. Keys: Duplicate keys to all apartment locks must be given to the resident manager in case of fire or any emergency. Residents locking themselves out will be charged a fee of \$5.00 by the resident manager.

5. All noises from any source shall be controlled so that they do not disturb any other residents. Please consider the other residents in this complex. Some residents work at night and sleep during the day.

6. All residents and guests shall observe quiet hours between 10:00 P.M. and 7:00 A.M. daily except Fridays, Saturdays and nights before holidays, when quiet hours shall begin at 12:00 midnight. These quiet hours include use of washers, dryers and garbage chute, radios, TV. and stereos or loud parties and musical instruments. The Board of Directors has asked the resident manager to use his own discretion in asking residents to comply with these rules. If you are being disturbed in any way, please notify the resident manager or any member of the Board of Directors.

7. No dogs can be kept in any of the buildings. If complaints are received about any existing pets, they can be removed permanently following 30 days notice. Other animals require board approval.

8. Water beds are not permitted.
9. No mopeds are allowed in the elevator, hallways, stairwells, or inside any apartment. Bicycles are o.k.
10. Inflammable Fluids: Gasoline, kerosene, naphtha, or other explosives, or articles deemed hazardous to life, limb or property shall not be brought into the buildings.
11. No Charitable or commercial soliciting for sales or goods and services, or religious or political activities shall be permitted in any of the four buildings unless approved by the Board of Directors.
12. No more than three (3) persons (over 12 years) shall be allowed to live permanently in a one-bedroom apartment in building "B", "C", or "D". No more than four (4) persons shall be allowed to occupy permanently a two bedroom apartment in building "A".

USE OF APARTMENTS

1. All apartments will be used for residential purposes only in accordance with local zoning laws. No commercial activities shall be carried on in any apartment.
2. All apartments shall be kept in a clean and sanitary condition.
3. Repairs and maintenance of apartments are the responsibility of each owner. Resident and tenant. They shall maintain their respective apartments and the equipment and fixtures located therein in such a manner as not to cause damage to other apartments or the common elements or to interfere with the rights of other occupants.

4. Owners are responsible for, but not limited to, the following: The maintenance and repairs and appearance of front doors, door frames, screen doors, window screens, missing or broken jalousies and frames and patios. Repairs or replacements will commence within five days after notification in writing to the resident manager and the Board of Directors. If the owner or rental agent fails to comply, the Association will obtain three bids for the repairs. The lowest bidder will be awarded the contract to do the repairs. The owner or rental agent will then be billed for the entire amount. If the billing remains unpaid, collection will be pursued pursuant to provisions in the By-Laws.

5. Draperies which are visible from the exterior of the building must be neutral in color as originally provided with the apartment. They must be in good condition. Torn and tattered draperies must be replaced as needed.

REMODELING

1. Three plans to enclose the patio have been approved by the Board of Directors and are available at the management office - Cadmus Properties Corporation, #531-6847.

2. A written request for all patio alterations must be submitted to the Board of Directors for approval.

3. Interior alterations such as removal or addition of partitions/walls must meet city building codes... (I.E. creating additional bedrooms). A written request must be submitted to the Board of Directors for approval.

4. Clean up after construction will be done on a daily basis - no trash will be left in any of the common areas and carpets must be vacuumed. All construction debris - carpeting, appliances, furniture, cabinets, etc... must be taken off the property. Under no conditions should construction trash be put down the trash chute or left in the trash room.

5. Any damage to the common areas will be the responsibility of the owner.

LANAIS

1. No fireworks will be thrown from lanais, windows, or porchways. Fireworks are illegal and prohibited (By-Law) on all portions of the premises at all times. No exceptions.

2. Cooking and fires of any kind are prohibited on lanais. Nothing shall be thrown or emptied from lanais, windows, doors, roofs, or porches. Containers or saucers must be placed under all potted plants to avoid water running down to the lower premises.

3. No garments, rugs, mops, towels, bathing suits, etc... shall be placed on lanais or hung on railings. No mattresses, unused furniture, or boxes shall be stored on lanais in view from the outside of the building or from other apartments.

4. Halls, stairways, the elevator, lobby and all traffic corridors must be kept free of all obstructions at all times because of fire, accidents or emergencies.

5. Please check the location of your nearest fire extinguisher. It is advisable to have a small one inside your apartment. Your Board of Directors has fire extinguishers and fire hoses checked regularly in compliance with the law.

6. No dripping air conditioners; all AC's must have water drip pans.

PARKING STALLS

1. Owners, occupants and tenants shall park only in their assigned stalls.

2. Vehicles shall be centered in the parking stalls to prevent crowding of adjacent stalls and blocking of passages.

3. The resident manager is authorized to have any vehicle or equipment towed away at the owner's expense in the event rules are violated.

4. Each owner is responsible for keeping their assigned stall free from oil. Under no circumstances will mechanical repairs be made within this area except emergency repairs to start the car or change a flat tire.

5. There shall be only one motor vehicle parked in a stall.

6. Painting of vehicles shall not be permitted on the premises.

7. The parking area shall not be used for playing (i.e. baseball, football, bike riding, skateboarding, skating, etc.)

8. Vehicles shall be operated in a safe and prudent manner at all times. The speed limit shall not exceed five (5) miles per hour on the premises.

9. Losses or damages to vehicles parked on the premises are not the responsibility of the Association of Apartment Owners.

10. Only resident's vehicles with current license plates, registration, safety stickers, current insurance, and in operational condition will be allowed to park on the premises of Kinau Villa. Any vehicle in violation of this rule will be towed away at the owner's expense.

11. Vehicles with alarms going off will be subject to towing.

DISPOSAL OF REFUSE

1. To keep the cockroach population down, all garbage should be securely bound in reasonable bundles and deposited down the trash chute in building "D" in the central trash room by residents of buildings "A", "B" or "C". Building "D" residents should use discretion in putting boxes or anything else down the trash chute. The central trash room is very handy next to the entrance ramp on Kinau Street.

2. Large articles, such as mattresses, furniture, appliances, etc... shall not be deposited in or around the trash bin. It is the occupant's responsibility to dispose of these items in an appropriate manner. Large boxes should be broken down before being deposited into the trash bin. Articles to be picked up by a charitable organization will be allowed to remain in common areas for a maximum of 24 hours. Bulky item pickup is on a limited basis and arrangements must be made in advance.

3. All trash containing food or any material subject to decay or which will emit offensive odors shall be wrapped securely before being deposited.

4. No garbage, trash, boxes, etc... shall be placed or thrown in the stairwells, elevator, lobby or other common elements on the premises.

SECURITY/SAFETY

1. Security doors shall remain closed and locked at all times.

2. Access to the inside of building "D" will be only by key or by calling on the phone located in the garage area. Do exceptions.

3. Do not hold the security doors open for anyone. Do not admit anyone you do not know to be a resident.

4. Any breach of security should be reported to the resident manager.

5. Enterphone should be used for entry only and not personal phone calls.

6. Fire alarms - Which have been set off must be for notifying the resident manager of the fire being set off.

7. Resident Manager shall be notified if any police, fire or ambulance units are called to Kinau Villa and told of reasons for any emergency units being called.

COMMON AREAS

(ALL AREAS OUTSIDE THE CONFINES OF YOUR INDIVIDUAL APARTMENT)

1. All apartment owners shall be responsible for any damage to the common elements caused by him/her, his/her family guests, and by his/her tenants, their family and guests.

2. The common elements shall be used only for their respective purpose and design. The lobbies, stairways, elevators, corridors, passageways and driveways must not be obstructed or used for any purpose other than entering and exiting.

3. No alterations, installations or changes of any nature shall be made to the common elements, exterior surfaces or areas of the building or premises without the approval of the Board of Directors.

4. No signs or decorations of any nature shall be placed, erected, or otherwise affixed to any exterior surfaces of the building, except with the approval of the Board of Directors.

5. Users of all common areas shall be responsible for the removal of all articles brought by them at the time they leave the said area.

6. The common areas shall not be used for the purpose of storing articles of any kind.

7. No one shall be allowed to loiter or play in any of the common areas.

8. Children shall be supervised when using the elevator.

9. No rugs, drapes or other similar items shall be dusted or beaten on the stairways or railings; nor shall dust, rubbish or litter be swept into lobbies, stairways or elevators.

MAINTENANCE

1. Maintenance fees are due and payable on the first of each month.

2. Maintenance fees will be considered delinquent on the 15th of each month. Effective January 1, 1991, a \$15.00 late fee will be assessed on any payment received in the managing agent's office after the 15th of the month.

3. Any owner delinquent after the 30th of the month will be sent a registered letter requesting the delinquency be cleared within fifteen days. If the delinquency remains after the fifteen days allowed, a lien will be filed.

4. Should the delinquency continue for sixty days beyond the original date of delinquency, foreclosure action will be initiated as described in the Declaration and By-Laws of Kinau Villa Apartments.

5. All costs, including attorney's fees, incurred in the collection of delinquencies will be borne by the delinquent owner.

ENFORCEMENT

1. The resident manager and managing agent have been delegated the authority to enforce these House Rules. Violations of the rules may result in a warning issued by the resident manager.

The order of enforcement shall be:

- 1- Warning - Written warning from the Manager
- 2- Warning - Letter from the Board via the Managing Agent
- 3- Legal Action

In cases of severe violations, the order of enforcement may be eliminated. Any legal fees and costs incurred will be assessed to the unit owner/violator. Apartment owners will be provided with copies of violation notices issued to their tenants.

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ASSOCIATION OF APARTMENT OWNERS OF
KINAU VILLA

NOTICE TO ALL OWNERS, TENANTS, AND GUESTS

Pursuant to the authority granted by Article III, Section 14 of the By-Laws, the Board of Directors voted at its 1993 meeting to implement the following fine schedule. This fine schedule shall become effective on 1993.

All owners, tenants, and other persons using or coming upon the Kinau Villa property or any part thereof for any purpose whatsoever must comply strictly with all of the provisions of the Declaration of Horizontal Property Regime, By-Laws, and House Rules of Kinau Villa, and will be subject to fines in at least the amounts set forth below for any violations of those documents.

SCHEDULE OF FINES

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| A. Any violation of the Declaration, By-Laws, or House Rules that:
(a) results in personal injury,
(b) constitutes a threat to the personal safety of any person, or
(c) results in any property damage | At least \$50.00
per incident |
| B. Any violation of the Declaration, By-Laws, or House Rules that unreasonably disturbs any person at Kinau Villa | At least \$25.00
per incident |
| C. Any other violation of the Declaration, By-laws, or House Rules | At least \$20.00
per incident |

Each day that a violation continues shall be deemed to constitute a separate incident for the purpose of this fine schedule. For instance, if a violation which is subject to a fine of at least \$25.00 continues over a period of 4 days, the fine for that violation will amount to at least \$100.00.

RESOLUTION #2

RE: Kinau Villa Condominium - Fines for Violations of the Association's Declaration, By-Laws, and/or House Rules

Section 514A-82(a) (18), Hawaii Revised Statutes, provides that the by-laws of Hawaii condominium associations are to set forth: (a) the penalties, if any, which may be imposed upon persons for violations of the associations' declarations, by-laws, or house rules, (b) the method of the determination of violations, and (c) the manner of enforcing penalties, if any. In my opinion, the absence of such a provision in 1717 Ala Wai's By-Laws presently precludes the Board of Directors from imposing such fines upon apartment owners, tenants, guests, or other persons as may be engage in such violations.

In light of the foregoing, enclosed is the text of a proposed amendment to the Association's By-Laws which would add a new Section 16 that would expressly permit the imposition of such fines and penalties by the Board of Directors in accordance with Section 514A-81(a)(18), Hawaii Revised Statutes. Also enclosed is a notice which could be directed to all Association members and tenants, setting forth a schedule of fines to be implemented by the Board of Directors pursuant to such a By-Law amendment.

Section 28. Fines and Penalties. Every Apartment Owner and occupant shall at all times: (a) keep his or her Apartment in a strictly clean and sanitary condition, and (b) observe and perform all laws, ordinances, rules, and regulations now or hereafter made by any governmental authority, all By-Laws, Rules and Regulations, agreements, decisions, and all determinations duly made by or on behalf of the Association applicable to the building or premises or the use thereof and all restrictions, covenants, conditions, and provisions of the Declaration and amendments thereto. The violation of any provision of the Condominium Property Act, the Declaration, these By-Laws, or the Rules and Regulations shall give the Board the right, in addition to any other rights provided by law or set forth in the Declaration or these By-Laws, to impose monetary fines and/or other penalties upon Apartment Owners, tenants, and any other persons using or coming upon the project or any part thereof for any purpose whatsoever and, at its discretion, to establish a schedule of the fines and other penalties to be imposed for any such violation. In the event that such a schedule is established, the Board may authorize the Managing Agent and/or resident manager, if any, to impose fines and other penalties upon apartment owners, tenants, and other persons in accordance with such schedule. Such fines shall constitute a lien against such owner's apartment which may be foreclosed in the same manner as a lien for common assessments. The Board shall be empowered to collect any unpaid fines in the same manner as is provided herein, in the Condominium Property Act, and in the Declaration or these By-Laws for the collection of unpaid assessments. Any person so fined or penalized may appeal that fine as follows:

(i) By filing with the Secretary, within thirty (30) days after receiving notice of such fine, a written notice of his appeal and the reasons therefor. The filing of a notice of appeal shall not halt the accrual of any ongoing fines and/or penalties imposed for the violation which is the subject of the appeal. However, the Board may waive or rescind all or any part of such fines at the time of the hearing of such appeal or thereafter.

(ii) All appeals shall be heard at a meeting of the Board within one hundred twenty (120) days after the notice of appeal has been filed with the Secretary.

(iii) The cause of the fine shall be reported in writing to the Board by the Managing Agent or the resident manager (if any) at such meeting, together with a statement of the facts upon which the fine was based, a copy of which shall be furnished to the appellant and filed with the Secretary at least ten (10) days before the meeting. The appellant shall then present his or her defenses, in writing, to which the Board or its designee may reply orally. The appellant or other person on the appellant's behalf may then respond, and the Board or its designee may again speak in support of the fine and/or penalty imposed. No further discussions, except as are allowed by the Board, in its discretion, shall be allowed.

(iv) The Board shall vote as to whether the fine and/or penalty shall be affirmed, in whole or in part, waived, or rescinded. The Board, at its discretion, shall determine whether or not the appellant shall be present during such vote. If the appellant is not present during such vote, he or she shall be informed of the result of such vote within 30 days thereafter. If a majority of the directors present vote to affirm the fine in whole or in part, the amount so affirmed shall be remitted by the appellant in full, within seven (7) days of the date that the appellant is notified of the decision of the Board. Non-monetary penalties shall become effective immediately upon such notification. If less than a majority of the directors present vote in the affirmative, then the fine and/or penalty shall thereby be rescinded.