

Effective July 1, 2015

Mililani Terrace

House Rules

**Mililani Terrace AOA
House Rules
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HOUSE RULES

(Revised January 8, 2015)

These House Rules apply to all owners, lessees, occupants, guest, and/or other users of Mililani Terrace.

ARTICLE I. REGISTRATION POLICY

Section 1. **Responsibilities of Owner/Agent for Apartment Occupant.** It shall be the responsibility of the apartment Owner (or the Owner's designated representative) to ensure that the Occupants (Owner or Tenant) of the unit shall complete, and file with the Resident Manager, an Apartment Registration Form. Registration forms may be obtained from the Resident Manager. ***A registration fee of Twenty Dollars (\$20.00) will be paid by the owner, agent and/or tenant prior to registering.*** The incoming owner or tenant will acknowledge receipt for and receive a copy of the House Rules at time of registration. Additional copies of House Rules will be available for a monetary fee of \$2.50. Owners and/or tenants will supply the Resident Manager with the registration form that shows names, address, residence and business phone numbers, number and description of automobiles that will be parked on the property, pet information, signatures and such reasonable information as shall be requested from time to time.

All owners shall furnish the Resident Manager with their current address and telephone numbers and that of their designated Agent and shall be responsible for keeping such information current. ***A violation of this section shall result in a fine of \$100.00.***

Rental Agents are required to convey a copy of the rental management contract for each unit managed by that agent. At a minimum, the contract will include name, address, residence and business telephone number(s) of the rental agent. ***A violation of this section shall result in a fine of \$100.00.***

ARTICLE II. ENFORCEMENT & VIOLATIONS OF THESE RULES

Section 1. **Authority.** Compliance with these House Rules is required by Hawaii Law as well as by the Mililani Terrace Townhouse Declaration of Condominium Property Regime and By-Laws.

Section 2. **Abatement of Violations.** The violations of any House Rules adopted by the Board shall give the Board, the Managing Agent, or the Resident Manager the right to:

- A. Enter the apartment in which, or as to which, such violation breach exists and summarily abate and remove, at the expense of the defaulting apartment owner, any structure, thing, or condition that may exist therein in violation of these rules and regulations, the By-Laws or the Declaration. In such instance, the Board shall not thereby be liable for trespass, provided, however, that notwithstanding the foregoing, the Board shall have the right of entry only in the instance where such violation or breach poses an immediate, substantial, or undeniable threat to life, limb or property of any owner, resident, guest or invitee, or
- B. Enjoin, abate or remedy by appropriate legal proceeding, either at law or in equity, the continuance of any breach, and all costs thereof, including attorney's fees, shall be borne by the defaulting apartment owner.

Section 3. **Observation of Rules.** Each apartment owner shall observe and perform these Rules and ensure that all Occupants also observe and perform these rules. In the event expenses are incurred, all costs of enforcing these House Rules, including attorney fees, incurred by or on behalf of the Association, shall be promptly reimbursed by the Owner. If an Owner has not reimbursed the Association within a month after receiving a fine, the following method of collection will be used. The fine will be deducted from the Owners next maintenance fee payment, which will leave the monthly maintenance fee payment with a balance. If the balance on your maintenance fee is \$50.00 or more, a late fee of \$15.00 will be incurred on the 15th of each month.

Section 4. **Notices and Fines.** The Rules will be enforced by the Resident Manager and the Managing Agent, under the direction of the Association of Board of Directors. Reports on non-

compliance and violations should be directed to the Resident Manager or Managing Agent.

Monetary Fines should be made payable to: **The Association of Apartment Owners (AOAO) Mililani Terrace.**

The House Rules provides for specific fines for specific violations that do not require any notification. They are as follows:

\$100.00 Fines

Failure of Owner or Agent to register the occupant or tenant with Resident Manager prior to moving into Mililani Terrace.

Failure of Owner to notify Resident Manager before an occupant moves out of an apartment.

Failure of owner to furnish the Resident Manager with the name, current address and telephone numbers of the Owner and/or any designated agent.

Failure of rental agent to convey a copy of the rental management contract for each unit managed by that agent.

Blatant disregard of the House Rules (e.g., loud party during quiet hours, blasting of car stereo in the common areas).

Fire safety violation(e.g., barbequing in an unauthorized area or within ten (10) feet of a building structure, gas, or liquid fuel on the premises).

Driving on the premises at speeds in excess of 5 miles per hour.

Leaving a vehicle unattended on blocks, jacks or in other unsafe position.

Keeping of flammable oils or fluids on the premises.

Engaging in illegal or hazardous activity on the premises.

A violation which compromises the **Safety and Security of the Association** will not require a notice to incur a monetary fine. The Managing Agent is authorized to levy a **One Hundred Dollar (\$100.00)** fine against the Owner of the unit in violation.

\$50.00 Fines

Keeping of a pet in an apartment without the pet first being registered with the Resident manager.

Having a pet in the playground area.

Failure of a pet owner to pick up pet droppings.

Failure to wash vehicle in a designated area; failure to use a bucket and a hose with a nozzle.

Failure to clean up an oil leak within three days of a warning. This fine will vary from \$50.00 to \$500.00 depending on the damage to the parking stall.

Owner or Occupant using a Mililani Terrace visitor decal parking pass to park in a guest stall.

Violations of other Rules and Regulations will result in the following:

- A. **FIRST** notification, of any violation unless otherwise stated, shall be a notice in writing and will describe the action to be taken if the violation is not immediately corrected.
- B. **SECOND** notification, of any violation unless otherwise stated, will be a notice in writing; a notice will be sent to the Owner, by the Managing Agent, describing the violation and the action to be taken if the violation is not immediately corrected. At the time of the Second Notification, the Managing Agent is authorized to levy a **FIFTY DOLLAR (\$50.00)** fine to be paid by the Owner of the apartment in violation.
- C. **THIRD** notification, or any violation unless otherwise stated, will be a notice in writing, a notice will be sent to the Owner, by the Managing Agent, describing the violation and the action to be taken if the violation is not immediately corrected. At that time of the Third Notification, the Managing Agent is authorized to levy a **ONE HUNDRED DOLLAR (\$100.00)** fine to be paid by the Owner of the apartment in violation. Each violation thereafter, a notice will be sent to the Owner, by the Managing Agent,

describing the violation and a **ONE HUNDRED DOLLAR (\$100.00)** fine will be levied against the owner of the unit.

- D. **Legal Action.** The last step in the violation process will be legal action by the Association. All legal costs and other expenses will be assessed to the Owner of the unit involved in the violation. If all expenses are not promptly reimbursed, a lien will be filed against the Owner's property.

Section 5.

(a) In addition to any other rights afforded any person fined under the provision of these House Rules, an Owner or Occupant shall have the right to appeal any violation or fine to the Board of Directors within ten (10) days of said violation or fine was issued. The appeal shall be in writing, and may be hand delivered to the Resident Manager or mailed to the Board of Directors in care of the managing agent, 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 Resident Manager shall constitute the date of the appeal.

(b) In the Notice of Appeal, the Owner or Occupant shall indicate whether he/she wants a hearing before the Board or, alternatively, wants the Board to decide the matter without a hearing. Failure to request a hearing in the Notice of Appeal shall be deemed a request for the Board to decide the matter without a hearing. Any hearing shall be held within thirty (30) days of receipt of the Notice of Appeal. If the Owner or Occupant does not request a hearing, he/she should enclose with the Notice of Hearing, a statement of facts, affidavits of witnesses, and other written materials the Owner or Occupants wants the Board to consider in deciding the appeal.

(c) The Board shall mail or deliver a written decision to the Owner or Occupant within thirty (30) days of hearing, or if there is no hearing, within 30 days of receipt of the Notice of Appeal.

ARTICLE III. GENERAL

Section 1. **Moving.** Persons planning to move into or out of Mililani Terrace must register with the Resident Manager prior to moving in or out. The Owner must assume all responsibility for any damage caused by the mover to the premises. Moving into or out of Mililani Terrace is restricted to the hours of 8:00 a.m. to 6:00 p.m. Furniture boxes, etc. must not be dragged down the stairwells. Dollies, if used, must have rubber wheels to protect stairwells. All debris in the common elements, created by the move either into or out of a unit, must be cleaned up by the Moving Company or Occupant to the Resident Manager's satisfaction. All cardboard boxes must be flattened before being placed in the dumpster. Failure to notify the Resident Manager, of a move into or out of a unit, will result in a **ONE HUNDRED DOLLAR (\$100.00)** fine, imposed on the Owner of the unit.

A. In the case of interference (such as blocking dumpsters), or in any case of damage to any common elements or components of the property, by any person, which results in a service call or repair to the property, the cost will be charged to the Owner of the unit involved. Inspections will be conducted by the Resident Manager, and provided in writing to the Owner, if damages and/or cost are incurred as a result of moving.

Section 2. **Unit Access.** The Managing Agent or Resident Manager shall not be required to give access to any apartments.

Section 3. **Keys and Security.** If any key or keys are entrusted by an Apartment Owner or Occupant or by his agent, to an employee of the Association, the delivery of the key shall be at the sole risk of such Apartment Owner or Occupant. Neither the Board nor the Association shall be liable for injury, loss or damage of any nature whatsoever directly or indirectly resulting therefrom or connected therewith. Each Apartment Owner or Occupant shall assume full responsibility for protecting his apartment and the contents therein from theft, robbery, pilferage, vandalism and other loss. Providing an apartment key to the Board, Managing Agent, Resident Manager or other Employee is done at the sole discretion of the Apartment Owner.

Section 4. **Clean and Sanitary Unit Condition.** **Each apartment Occupant will at all times keep his apartment and the entrance in a strictly clean and sanitary condition.** Cleaning of

individually-owned apartments, the entrance way and all windows, is the responsibility of the respective apartment Occupants. The Association does not provide window cleaning service for any apartment. Owners and Occupants shall observe, perform, and abide by the House Rules.

Section 5. **No Solicitation.** No door-to-door sales or commercial solicitation of contribution for charitable, religious, political, or other causes of any nature whatsoever shall be permitted on the premises. Sales or commercial solicitation shall be defined as the attempt to sell goods or services or to obtain donations by going door-to-door, either in person or by means of distributing advertisements.

ARTICLE IV. OCCUPANCY

Section 1. **Use of Apartment.** The apartments shall be occupied and used only as permanent or temporary residences, and for no other purpose. No trade or business of any kind may be conducted in or from any apartment or elsewhere at the property except that an Owner or Occupant residing in an apartment may conduct such business activity within the apartment so long as: (A) the existence or operation of the business activity is not apparent or detectable by sight, sound or smell from the exterior of the apartment; (B) the business activity conforms to all zoning requirements; (C) the business activity does not increase the liability or casualty insurance obligation or premium of the Association; and (D) the business activity is consistent with the residential character of the Association and does not constitute a nuisance or hazardous or offensive use, as may be determined in the sole discretion of the Board of Directors.

Section 2. **Use by Occupants.** Subject to terms of these Rules, the apartment conveyance, and the By-Laws of the Association, an apartment Owner may permit occupancy of his apartment by family members, tenants, and guests, but the person or persons occupying the apartment shall abide by these Rules, the Declaration, By-Laws, the Declaration of Covenants, Conditions and Restrictions for Mililani Town, and the Owner shall assume responsibility for the conduct of all Occupants.

Section 3. **Conduct of Occupants.** (A) Resident parents and guardians are responsible for their child(ren) and their child(ren)'s guest and every apartment owner is responsible for the conduct of all Occupants of the Owner's apartment, including all family members, tenants and guest and shall ensure that the behavior of all Occupants and guests is neither offensive to any other Occupant of the premises nor damaging to any portion of the common elements. Damages to any portion of the common elements will result in a fine and cost of repairs. This fine and cost will be immediately and without a warning be assessed against the owner of the unit or the Occupant of the unit.

(B) Every apartment Owner shall, upon the request of the Resident Manager or Managing Agent, immediately abate and remove, at his expense, any structure, thing or condition that may exist with regards to the occupancy of his apartment by his permitted Occupants contrary to the interest and meaning of provisions hereof; or, if the apartment Owner is unable to control the conduct of his permitted Occupants to conform with

the interest and meaning of the provisions hereof, he or she shall, upon request of the Resident Manager or Managing Agent, immediately remove such Occupants from the premises, without compensation for any damage of whatever nature resulting there from.

ARTICLE V. COMMON AREAS AND ENTRANCES

Section 1. **Aesthetics**. The property shall look neat and attractive to the public view at all times. No unsightly objects shall be permitted on the property. Unsightly objects include, but are not limited to: laundry on lines or reels or laundry hanging on the railings, litter, non-decorative gear, equipment, cans, bottles, ladders, trash and/or trash cans, bookcase, non-approved tables and chairs, and dead plants in containers. No cigarettes, cigarette butts or other refuse shall be put out or thrown in the parking lot, yards, landings, or other common areas.

Section 2. **Obstruction of Ingress and Egress**. The sidewalks, stairways, landings, walkways, and driveways must not be obstructed or used for any purpose other than entering and leaving. No personal property, except as otherwise allowed by these House Rules, shall be placed or left in any of those areas. This House Rules applies equally to both **first (ground) floor** apartments units and **second (upper) floor** apartment units. No loitering, recreational or boisterous activity of any nature is allowed in the common areas.

Section 3. **Footwear at Entrance**. Footwear will be allowed to remain at the front entrances, so long as they are neatly placed. Footwear at entrances shall be limited to one (1) pair per occupant and visitors. A small shoe rack or approved foot shelf may be kept, that will accommodate all of the allowed footwear, outside the front entrance.

Section 4. **Supplies and Other Goods**. Supplies and other goods, including grills, hoses, etc., may be stored in a storage box, which has been approved by the Board of Directors. The Board of Directors has approved two types of storage boxes; both boxes are constructed of plastic (e.g. Rubbermaid), which can be purchased at most hardware stores. The bench/storage box (24" h X 54" w) that does not exceed the window sill height and should be located under the kitchen window. Upstairs and downstairs units may have an approved storage box under the stairs. All storage boxes must be padlocked for safety reasons and only one will be allowed per household. The storage boxes placed under the stairs should not exceed 33" h X 60" w. Storage boxes should be neutral in color and must be approved by Resident Manager. No obstruction (ex. storage boxes or heavy furniture) allowed on second story landing. Owners or Tenants who want a storage box must apply in writing to the Resident Manager for approval by the Board of Directors.

Section 5. **Personal Property.** No items of personal property, including baby carriages, bikes, surfboards, packages, boxes, or crates shall be left or allowed to stand on any of the common areas. Articles of any kind left in the common areas will be removed at the Owner's risk and expense by the direction of the Board. One (1) small portable table top gas grill per apartment, may be stored under the staircase that is nearest to that unit. Only small disposal gas bottle are allowed **no propane tanks** are allowed on the property of Mililani Terrace. **All bikes must be placed inside your unit.** Bikes cannot be chained to any part of the common areas.

Section 6. **Holiday Decorations.** Holiday decorations will be allowed thirty (30) days prior to the holiday and must be taken down fifteen (15) days after the date of the holiday.

Section 7. **General Waste and Recyclables.** General waste is defined as any refuse that should be placed in the dumpsters. Trash containing food shall be securely wrapped before being placed in the dumpsters. No Christmas trees, car parts, furniture, tires, batteries, appliances, electronics, paint cans, or construction materials may be placed in the dumpsters. **The Refuse Company under contract with Mililani Terrace has the right to refuse pick-up until all items that are not allowed have been removed.**

All trash bins are kept in a secure location and/or locked. All residents will be given one (1) key per unit to access the trash bins. A \$20.00 fee will be charged for a replacement key.

Owners and Tenants will be required to keep general waste and recyclables separate and to place them in the proper bins. Items that belong in the **recyclable containers** are: plastic bottles, jugs, glass bottles, newspapers, office paper, cardboard, and aluminum cans. These can be combined in one container. All boxes must be broken down. Please **DO NOT** place the following in the recyclable container: magazines, gloss paper, telephone books, ceramics, polystyrene foam, plastic bags, toys, confetti, shredded paper, or trash.

Section 8. **Bulk Trash.** **Bulk Trash is defined as any item of such size that it does not fit easily and completely into the dumpsters. Bulk items shall not be placed in the bulk area unless previous arrangements have been made with the Resident Manager.**

Section 9. **Dusting or Shaking Objects from Windows or Landing.** No rugs or other objects shall be dusted or shaken from the apartment windows or landing; they cannot be cleaned by beating or sweeping on any part of the premises.

Section 10. **Spills and Cleanup.** Special care shall be taken by Occupants to ensure that, while disposing of refuse or garbage, no spilling or leakage shall occur on the common areas. The responsible party shall immediately clean any spill or leakage. Damage to the common areas caused by garbage spill or leakage will be charged to the Owner of the unit responsible. No refuse, garbage, cans or bottles, or trash of any kind shall be thrown, placed or kept on any common areas, other than the disposal facilities provided for such purposes.

Section 11. **Landings.** No garments, towels, rugs or other objects shall be hung or be exposed from the landings. No items shall be permitted on railing or handrails at any time. Nothing shall be dropped or thrown from landings, especially cigarettes and cigar butts and firecrackers. The watering of plants, (in waterproof containers) sweeping and mopping of landings will be done so as not to bother residents below or in adjacent apartments. There shall be no cooking permitted on the apartment landings.

Section 12. **Signs.** No apartment Owner shall erect, affix or place any signs electrical or otherwise, nor post any bills or other advertising matter, in the common areas or where visible from the outside their apartment except in accordance with the Declaration, By-Laws, these Rules and/or other lawful determinations of the Association. The following exception is allowed: An Owner may place a small "No Solicitation" sign by their front door, and an Owner may place a sign in their unit window indicating that their unit is "For Sale" or "For Rent." In addition, an "Open House" sign may be placed on the common areas to direct visitors to the unit for sale. The "Open House" sign shall not be placed in an area that will hamper traffic or create a hazard or inconvenience. The allowed signs must meet City ordinances, and may not exceed Real Estate Industry Standard for size.

Section 13. **Playground.** Occupants shall play on the common areas at their risk. Parent and guardians are responsible for the safety of their minors, at all times. The Association shall not be held responsible for any injuries sustained while playing on the common areas or equipment. Children under the age of 12

shall be supervised by an adult while in the common areas. Playground is open during daylight hours only.

Section 14. **Planting.** Planting and/or removal of the original landscaping surrounding the apartment and common areas are allowed, provided that the plants are kept to a minimum of three (3) feet from the exterior of the building. Written plans and drawings must be provided to the Resident Manager. Approval of the plans and drawings will be provided to the requester. No changes will be allowed prior to the receipt of approval from the Board of Directors.

Section 15. **Air Conditioning Units.** Any Owner installing an air conditioner must first obtain written permission from the Board of Directors. The air conditioning unit shall be a self-contained, evaporative type, and must be installed in such a manner as to prevent the dripping of condensation onto the building. The unit shall be placed only in the area where the removable sliding window now exists and shall be attached only to the window frame or to the interior of the apartment. Nothing shall be attached to the exterior of the building. The replacement of the window above the unit shall be either glass or Plexiglas. This unit shall not be wider than the designated opening of the window and may not extend more than fifteen (15) inches from the face of the window.

ARTICLE VI. GRILLS AND BARBECUING

Section 1. **Grills.** One small (1) gas grill with a small disposal tank is allowed. All portable grills are to be stored under the stairwell outside, in an approved box, or inside your unit when not in use.

Section 2. **Barbecuing.** No fires open flames, hibachis, or grill of any kind whatsoever shall be permitted in any portion of the apartment, on the sidewalks, in parking areas or within ten (10) feet of any structure. Barbecuing is not permitted on the second floor. Barbecuing in these areas will be "**FIRE-SAFETY**" violation, and no warning or other advance "**NOTICE OF VIOLATION**" will be required for the Resident Manager to issue a monetary fine of **ONE HUNDRED DOLLARS (\$100.00)** to the Owner of the unit. Barbecuing is only permitted in the grassy area in the center of each courtyard, or other approved areas. **A baseboard or heat absorbing base must be placed under the grill to ensure that any wood structure, the grass and landscaping will not be burned.** All grills in use or hot grills must be attended to at all times by an adult. If the grill is not attended by an adult, this will be considered a safety violation, and a monetary fine of **ONE HUNDRED DOLLARS (\$100.00)** will be imposed on the Owner of the unit.

ARTICLE VII. BUILDING USE AND MODIFICATIONS

Section 1. **Board Approval First.** No alteration or addition to any apartment which is visible from the exterior of either the apartment or any alteration to the common elements may be made without the prior written approval of the Board.

Section 2. **Water Facilities.** Toilet, sink, and other water apparatus in the building shall not be used for any purpose other than those for which they were designed. All toilets, sinks, tubs, hot water heater, and other water apparatuses must be maintained, so that they remain in good condition, thus minimizing all damages to your unit or any other unit. Faucets shall be maintained so there is no dripping water and toilets maintained so there is no running water. Any damage anywhere resulting from misuse of any sink, toilet or other water apparatus in an apartment shall be repaired and paid for by the Owner of the unit.

Section 3. **Waterbeds.** NOT ALLOWED.

Section 4. **Prompt Repairs.** Every apartment Owner shall perform promptly all repairs, and maintenance work within his apartment, the omission of which would adversely affect any common areas or any other apartment, and shall be responsible for all loss and damage caused by his failure to do so.

A. When damage originating in one unit extends to another unit (or units), the Owner of the unit in which the damage originated is deemed responsible. In cases where the Association's insurance coverage is applicable, the owner of the unit in which the damage originated is responsible for any "deductible" dollar amount withheld by the insurance company. The "deductible amount" is payable to the Association of Apartment Owners of Mililani Terrace, and may be added to the Owner's account balance with the Association. Failure to pay the deductible amount could result in attorney's fees, which will also be added to the Owner's account.

B. When damage originating in one unit extends to another units (or units) and no Association insurance coverage applies, the Owner of the unit in which the damage originated is responsible to pay the Owner(s) of the additionally damaged unit(s) the cost of any repair or restoration. In instances where the Association pays for

repairs or restoration to either the unit originating the damage or the unit(s) subsequently damaged, the Owner of the unit in which this damage originated is responsible for reimbursing the Association. The cost of this reimbursement may be added directly to the Owner's account with the Association, and failure to pay the reimbursement may result in attorney's fees, which will also be added to the Owner's account.

Section 5. **Repairs at Owners' Expense.** All repairs or replacement of interior or exterior doors, windows, windows fixtures, screens and all installations within each apartment, such as water, light, power, sewage, telephone, sanitation, lamps and all other fixtures and accessories belonging to such apartment, including interior walls and partitions and the inner decorated or finished surfaces of the perimeter walls, floors, and ceiling of such apartment, shall be at the Occupant or Owner's expense.

Section 6. **Modifications Affecting Insurance or the Structure.** Nothing shall be allowed, done, or kept in any apartment or common area which will overload or impair the floors, walls, or roofs of the buildings, or cause any increase in the ordinary premium rates or the cancellation or invalidation of any insurance maintained by or for the Board with respect thereto, nor shall any noxious or offensive activity or nuisance be made or suffered thereon.

Section 7. **Electrical and Mechanical Installations.** No apartment Owner or Occupant shall, without written approval from the Board of Directors, install any wiring for electrical or telephone installations, machines or air conditioning units or other equipment, fixtures, appliances, or appurtenances whatsoever on the exterior of the property or protruding through walls, windows, or roofs thereof.

Section 8. **Antennas.** No private outdoor, radio, television, or other antennas will be erected or installed anywhere on the premises, without prior Board approval or except as allowed by FCC regulations.

Section 9. **Projections.** No projections, other than the approved holiday decorations, shall be attached to the exterior of any building or any door without the prior written consent of the Board.

Section 10. **Doors**. No projections shall extend through any door into any walkway or beyond the exterior face of the building. If the wooden front entrance door is found in a deteriorated condition or damaged it is the Owner's responsibility to replace the door within thirty (30) days after written notification by the Resident Manager. Security screen doors are required. Should the security screen door become damaged or is in a deteriorated condition, it shall be the Owner's responsibility to replace that door with a door that is the same type of security door that was initially installed by the Association, within thirty (30) days after written notification by the Resident Manager. The approved security door is black metal.

Section 11. **Screens or Glass Window Panes**. No projections shall extend through any screens or glass window pane into any walkway or beyond the exterior face of the building, except as noted in section 13, which pertains to the air conditioner. If glass window panes or screens are missing or are found in a deteriorated condition, as viewed from the outside of the building, it shall be the Owner's responsibility to replace them within 30 days after written notification by the Resident Manager.

Section 12. **Window Coverings**. No window coverings will be permitted which presents a detriment to the aesthetics of the exterior of any building. The color of window tint film shall be limited to the color: "Smoke". The side of the window drapes and/or covering that is visible from the outside of the apartments shall be a solid white. The windows must have covering made for windows, no sheets or towels are permitted.

Section 1. **Porch Light**. See resident manager for approved list of lights. Permission must be granted before changing exterior fixtures.

Section 14. **Board Approval First**. No alteration or addition to any apartment which is visible from the exterior of the apartment nor any alteration to the common elements may be made without the prior written approval of the Board.

ARTICLE VIII. NOISE AND NUISANCES

Section 1. **Noise and Odors**. No person shall make any noise or engage in any loud or offensive conduct which shall disturb or annoy any other occupant, at any time. Excessive noise caused by, but not limited to, radios, TVs, stereos, amplifiers, musical instruments, slamming of doors and parties is prohibited. Excessive noise may be determined by the Resident Manager or any others designated by the Board of Directors or the Honolulu Police Department. Residents and other Occupants shall not cause or permit any objectionable odors to emanate from their apartments. A violation of this section shall result in a warning or fine depending on the degree of the violation. (See Section II; Violation of Rules and Regulations)

Section 2. **"Quiet Hours"**. All noise levels, including conversations, shall be reduced in volume during these "Quiet Hours." Quiet Hours shall be: **after 10:00pm and before 8:00am**. A violation of this section shall result in a warning or fines. (See Section II; Violation of Rules and Regulations)

Section 3. **Reporting Noise**. Excessive noise should be reported to the Resident Manager. If the noise occurs during the "Quiet Hours" call the Honolulu Police Department and then call your Resident Manager, during the scheduled working hours, to report the incident. After reporting the incident to the Resident Manager, a House Rule Violation Warning or fine will be issued to the Owner of the unit. A violation in this section shall result a warning or fines. (See Section II; Violation of Rules and Regulations)

Section 4. **Nuisances**. No nuisance (e.g. this includes noisy pets) shall be allowed in the apartment or the common areas, nor shall any practice be allowed which is improper or offensive in the reasonable opinion of the Board or in violation of the By-Laws or these Rules and Regulations or which unreasonably interferes with or is an unreasonable annoyance to the peaceful possession or proper use of the apartments and/or common areas by other Owners or Occupants. A violation in this section shall result in one warning and followed by fines. (See Section II; Violation of Rules and Regulations)

Section 5. **Renovation and Power Tools**. Common area use hours from 8:00am to no later than 5:00pm.

ARTICLE IX. PETS

Section 1. **Pet Registration.** All Occupants moving into Mililani Terrace must immediately register any uncaged (such as but not limited to dogs, cats, etc.) pets, with the Resident Manager. A monetary fine of **FIFTY DOLLARS (\$50.00)** will be imposed on the Owner of a unit that is housing a pet which has not been registered with the Resident Manager.

The combined total number of cats and/or dogs allowed to be kept in any one apartment shall be: two (2); that is: one cat and one dog, or two cats or two dogs may be kept in one unit. Pets should not exceed 50 pounds each. All animals must be leashed and attended by the owner when in the common areas. Dogs are allowed to relieve themselves in designated areas only and all feces must be removed, placed in a plastic bag and disposed of in the proper trash receptacle. Upon pet registration you will be informed of the designated areas. **Cats must be kept inside the unit, with a cat litter box.** No pet(s) are permitted to run loose on the property. A violation of this section shall result in one warning followed by fines. (See Section II; Violation of Rules and Regulations.)

- A. No livestock, poultry, or other animals whatsoever shall be allowed or kept in any part of the project, except that apartment owners, occupants, and guests may keep certified guide dogs, signal dogs or other animals upon which a person depends upon for assistance within the project and shall be allowed to walk with such animals throughout the project while on a leash; provided that such animals shall at all times be accompanied by the individual to whom such animals belongs while present upon the project; provided further that the apartment owner, occupant, or guest to whom such animal belongs shall immediately clean up after such animals and shall deposit all fecal material in their respective refuse container; and provided further that such animal which causes a nuisance or unreasonable disturbance to any other apartment owner, and/or occupant of the project shall be permanently removed there from promptly upon notice given by the Board of Directors or Resident Manager revoking that consent.

- B. Pets shall not be kept, bred or used herein for any commercial purposes. A violation of this section shall result in one warning followed by fines. (See Section II; Violation of Rules and Regulations)

- C. Any pet causing a continuing nuisance, unreasonable disturbance, or threat to any Occupant of the project shall be promptly and permanently removed by the Owner of the Unit in which the pet is kept, upon notice by the Resident Manager.

- D. Pets are not allowed in the playground area, any pet owner found violating this rule will incur an immediate fine of **FIFTY DOLLARS (\$50.00)**. Pets shall not be "walked on the common elements for the purpose of relieving themselves through defecation or urination. If, while in transit, a pet does relieve itself, the pet owner must be immediately pick up any "droppings". Any owner that does not immediately pick up their pet's droppings will incur a fine of **FIFTY DOLLARS (\$50.00)**. A pattern of repeated citations will be sufficient grounds for imposing higher monetary fines or removal of the pet.

- E. Any damage done by a pet to the common elements, the buildings (including, but not limited to: walls, floorings, trim, stairs, etc.) or the grounds (including, but not limited to: landscaping and lawns,) is the full responsibility of the Owner of the unit that is housing the pet. The Owner of the unit will be responsible for the full cost of restitution, or removal and replacement, of the damaged item(s). Financial and all other responsibility, including but not limited to any legal fees and costs incurred as a result of personal injury or personal property damage caused to any Owner, Occupant, guest, employee of the project, or to any member of the public, shall be that of the Owner whose unit is housing the pet.

ARTICLE X. PARKING AREAS

TOWING: A towing service will be randomly monitoring our parking lots. If your vehicle is illegally parked in any of the following areas, it will be automatically towed:

- A. Red Curb or No Parking Areas
- B. In Front of Trash Dumpsters
- C. Fire Hydrants
- D. Mailboxes
- E. Loading Zones
- F. Entrances to Parking Lots
- G. Parked in a guest stall during the hours of 12am until 6am without a Mililani Terrace visitor decal parking pass with apartment number displayed and placed on the driver's side of the front dashboard or by hanging it on the inside rear view front mirror.
- H. Vehicle with a Mililani Terrace decal displayed and parked in a guest stall.
- I. Vehicle parked in an assigned stall without a Mililani Decal displayed on the driver's or right (passenger's) side, lower corner, front windshield or dashboard.

In all of the above, a towing service will remove any vehicle not in compliance with the House Rules without warning. The Resident Manager will no longer issue a citation for a parking violation in the above rules before the towing company can tow.

Section 1. **Speeding.** Vehicles shall not be driven at speeds in excess of **five (5) miles per hour** on any driveway or in the parking areas of the project. Violation of this rule will be considered a safety violation and a monetary fine of **ONE HUNDRED DOLLARS (\$100.00)** will be imposed against the Owner of the unit where the Owner, Tenant, or Guests reside.

Section 2. **Registered Vehicles.** All Occupants shall immediately register their vehicles with the Resident Manager, and will be issued a parking decal. This decal must be placed on the front inside windshield driver's side in the lower corner, or the decal may be placed on a card and laid on the dashboard in that corner. Vehicles that are not registered and not displaying the Mililani Terrace parking decal shall be towed away automatically at the Owner's expense without warning.

Section 3. **Vehicles Condition.** All vehicles on the premises shall be in operating condition, with current licenses and safety inspection stickers, (unless the vehicle is covered with

a fitted vehicle cover) as required by law. All vehicles shall be equipped with effective mufflers. Any vehicle found in violation of this rule shall be towed, following written citation, at the Owner's expense without warning.

Section 4. **Space Reserved.** Each apartment has been assigned parking stalls exclusive to the rights of others. Occupants must not use any other parking space other than the one which has been assigned to the respective apartment unit at any time without the prior written permission of the Owner or Occupant who has the right to use such stall. **The Owner or Occupant of the assigned stall shall call the Towing Company to tow away any unauthorized vehicle.** This unauthorized vehicle shall be towed without warning.

Section 5. **Compact Parking Stalls.** At the time of development and original sale of the project, some apartments were assigned stalls designated as "compact parking stalls". These stalls are smaller than the other parking stalls. This "compact stalls" assignment remains in effect through subsequent re-sales and the conveyance of deeds. Those apartments that are assigned "compact stalls" shall not park vans, station-wagons, trucks, limousines or any other larger than compact vehicles in those stalls.

Section 6. **Methods of Parking.** Unless an Occupant owns two parking spaces side by side, vehicles will be centered in parking spaces to prevent crowding of adjacent spaces or blocking of passangers. All violators shall be towed away automatically at the Owners expense without warning.

Section 7. **No-Parking Zones.** Vehicles shall not be left unattended at the "red" curb areas, in front of trash enclosure, fire hydrants, mailboxes or loading zones. Vehicles shall not obstruct traffic or emergency access at any time. All vehicles parked in these areas will be towed away automatically at the owners expense without warning. Owner's of any unit found violating this rule are also subject to a safety violation warning and will be assessed a monetary fine of **ONE HUNDRED DOLLARS (\$100.00)**.

Section 8. **Guest Parking.** Owners and Occupants may not use the **Guest Stalls** for their vehicles. Guest Stalls are strictly for the use of guests, and their use is normally limited to no more than twelve (12) hours, in a twenty-four (24) hour period, unless approved by the Resident Manager. If the guest intends to remain parked in the guest stall during the hours 12am to

6am, a **Mililani Terrace visitor decal** with the apartment number displayed must be obtained from the Resident Manager and placed on the driver's side, front dashboard or by hanging it on the inside rear view front mirror. Residents are required to inform their guests not to park in vacant spaces other than guest stalls, unless other arrangements have been made with the Resident Manager for such use. **Vehicles without the Mililani Terrace visitor decal parking pass will be towed immediately without warning, at the owner's expense.** Any vehicle displaying a Mililani Terrace Parking Decal found to be parked in a guest stall shall be subject to being towed immediately without warning, at the owner's expense. Any Owner or Occupant found using a Mililani Terrace visitor decal parking pass and parking in a guest stall shall be towed immediately without warning, at the owner's expense and will forfeit the use of the visitor guest parking pass and will receive a fine of fifty dollars.

Section 9. **Stall Maintenance.** Owners and/or Occupants are responsible for the maintenance of their respective stalls, including the removal of grease build-up. If the vehicle has a small oil leak an oil mat may be placed under the leak to ensure the oil does not leak into the asphalt. If an Owner and/or Occupant is notified that their unit's stall is noted to have a build-up of grease or motor oil that Owner and/or Occupant will immediately clean the oil off the asphalt. If the stall is not cleaned, the Association may accomplish the cleaning and charge the Owner's account with the cost (\$100.00 per cleaning or repair.) If the stall cannot be cleaned and the oil removed from the asphalt a fine will be imposed on the Owner of the stall.

Section 10. **Workmen and Deliveries.** When workers are performing work in an apartment or if any Occupant orders deliveries of any kind, the Occupant shall advise them to use his parking stall, guest parking and/or park on the street. Such Vehicles parked in any other areas may be towed following a verbal or written citation.

Section 11. **Wash Stall.** Vehicles shall be washed only in areas designated for that purpose. Buckets must be used to wash a vehicle and when a hose is used to rinse a vehicle, there must be a nozzle on that hose. A violation of this rule shall result in a monetary fine of **FIFTY DOLLARS (\$50.00).**

Section 12. **Repairs.** Extensive repairs of a motor vehicle or other equipment shall not be permitted in any parking stall, driveway, or other areas of the common elements of the project. No vehicles are allowed to be left unattended on blocks, jacks

or in other unsafe position. A violation of this rule could result in the following: a safety violation of a **ONE HUNDRED DOLLARS (\$100.00) fine and/or the vehicle towed away automatically at the Owner's expense without warning.**

Section 13. **Responsibility for Damage.** Damage to vehicles and other property shall be the responsibility of the person causing the damage.

Section 14. **Other Use Prohibited.** The parking areas or other common elements shall not be used for recreational activities of any kind. Bicycles, tricycles, skateboards, and rollerblades shall not be ridden thereon. Trailers, boats, abandoned vehicles, or vehicles with non-current registration and/or safety inspection decals shall not be parked or stored in the parking areas. Violation of this rule shall result in verbal or written citation and the citation will state the date and time the vehicle will be towed if the situation is not corrected.

ARTICLE XI. HAZARDS

Section 1. **Flammable Oils or Fluids Prohibited.** Unless the Board gives advance written consent in each and every instance, Occupants shall not use any illumination other than electric lights, or use or permit to be brought into the buildings any flammable oils or fluids such as gasoline, kerosene, naphtha, benzene, fireworks, black powder, or other explosives or other articles deemed extra hazardous to life, limb, or property. Candles and decorative oil lamps may be used, but must never be used while unattended. Occupied units must have electric service provided by public utility. Violation of this safety rule will result in a monetary fine of **ONE HUNDRED DOLLAR (\$100.00)** imposed on the Owner of the unit.

Section 2. **No Illegal or Hazardous Activity.** No activity shall be engaged in and no substance introduced into or manufactured within any building which might result in violation of the law, create a hazardous situation, or result in the cancellation of insurance or increase the insurance rate on the buildings or the premises. Violation of this safety and security rule will result in a monetary fine of **ONE HUNDRED DOLLARS (\$100.00)** imposed on the Owner of the unit.

ARTICLE XII. EMPLOYEES OF THE ASSOCIATION

Section 1. **Do Your Part Towards Abating Unsightliness.** The maintenance employees will use every effort to police the grounds effectively. Nonetheless, these employees are not available on a 24-hour daily basis, and much of their work must be devoted to maintenance and repair, etc. Accordingly, and in the common interest, every Occupant is to do their part, and to use their influence on all members of their household to do their part towards abating unsightliness of their household.

Section 2. **Employees Only Take Orders From the Resident Manager.** Maintenance employees of the Association are under the sole direction of the Resident Manager, and during the prescribed hours of work they shall in no case be diverted to the private business or employment of any Occupant or Owner. No employee shall be asked by an Occupant to leave the common elements. Request for maintenance work shall be made directly to the Resident Manager, and not a maintenance employee. Maintenance employees shall not be asked by Occupants or Owners to convey messages or deliver items to the Resident Manager.

ARTICLE XIII. AMENDMENT

Each Owner recognizes the right of the Board, from time to time, to establish and amend such uniform Rules and Regulations as the Board may deem necessary for the management and control of the apartment and the common elements and limited common elements, and each Owner agrees that the Owner's rights under this instrument shall be in all respects subject to the appropriate Rules and Regulations which shall be taken to be a part hereof; and each Owner agrees to obey all such Rules and Regulations as the same now are or may from time to time be amended, and see that the same are faithfully observed by the invitee, guests, employees, and under-Tenants of the Owner; and the Rules and Regulations shall uniformly apply to and be binding upon all Occupants of the apartment.

The Board of Directors of the Association of Apartment Owners hereby adopts the foregoing Rules and Regulations as the House Rules of the Association of Apartment Owners of Mililani Terrace; effective the first day of July 2015.