

# **ASSOCIATION OF APARTMENT OWNERS (AOAO) OF LAKEVIEW**

## **House Rules**

Updated January 2024

### **INTRODUCTION**

The Association of Apartment Owners of Lakeview ("Association") is a condominium association organized pursuant to Chapter 514A of the Hawaii Revised Statutes (H.R.S"). These House Rules are authorized by Article X, Section 1, of the Bylaws of the Association of Apartment Owners of Lakeview ("Bylaws").

These House Rules form part of the project documents which govern the Association. The Declaration of Horizontal Property Regime of Lakeview ("Declaration") is superior to the Bylaws and these House Rules. The Bylaws are superior to these House Rules. In the event of a conflict, the superior document controls.

These House Rules serve to assist the Board of Directors ("Board") regarding the operation and use of the common elements and limited common elements. Strict compliance with the provisions of the Declaration, the Bylaws and these House Rules is required by law. See, H.R.S. §514A—88.

To provide the maximum enjoyment of living and owning at Lakeview, these House Rules are designed to avoid any situation which might cause unnecessary discomfort and inconvenience for all concerned. The intent and purpose is to protect all Residents, which includes Tenants and Non-Resident Owners, from annoyance and nuisance caused by the improper use of the premises. The Managing Agent has been delegated by your Board of Directors with full authority and responsibility to administer these House Rules. Furthermore, duly elected members of Board of Directors have the authority for "on site" enforcement of these House Rules.

Your cooperation in observing all of the House Rules will avoid any confusion and possible embarrassment. Complaints and reports of violations should be immediately directed to the Managing Agent rather than to the violator.

The House Rules are to become part of ANY and ALL Rental Agreements.

**TERMINOLOGY**

Agent	Any real estate broker, company, or individual who is authorized to act on behalf of the owner.
Apartment	An apartment is a privately owned unit.
Association	Association refers to the Association of Apartment Owners (AOAO) of Lakeview which is comprised of all individual apartment owners.
Common Area or Element	Shared ownership of Lakeview areas accessible to all residents.
Deck	The deck is also known as a lanai and refers to the flooring.
Deck Railing	The deck railing is the fencing around the perimeter of the deck.
Front Porch	Limited common area from inside the gate to the front door.
Guest	Any person who is not a resident but who is present on the premises for a non-business purpose at the invitation of the resident.
Limited Common Area or Element	
Managing Agent	The management firm whose responsibilities and duties are outlined in the Bylaws. Currently, Hawaiiana Management is the managing agent selected by the Board for Lakeview.
Non-resident owner	The owner of a Lakeview apartment who does not reside in the apartment.
Project	Lakeview complex
Resident	Any person, including an owner, his family members, and/or tenants, whose principal place of residence is at Lakeview.
Tenant	The tenant is a non-owner resident.

**GENERAL**

1. These House Rules shall be interpreted to comply with any and all applicable laws.
2. These House Rules apply to all persons who enter upon and/or use Association property in any way. This includes, but is not limited to, apartment owners, tenants, guests and all others who reside at or come to the Lakeview premises ("Project") for any reason.
3. All persons are responsible for their own conduct. Apartment owners are responsible for the conduct of their guests, tenants and all other persons who reside in or who are connected with their apartment. Tenants are responsible for the conduct of their guests and all other persons whom they invite, permit or suffer to reside with them and/or to come onto the Project. Conduct includes violations.
4. Every person responsible for any conduct shall:
  - A. be jointly and severally liable to the Association for; and
  - B. defend, indemnify and hold the Association harmless from and on account of:

any and all losses, liability, damages, expenses, attorneys' fees and/or costs of any kind or nature whatsoever, arising out of, related to or connected with the conduct. Other rules herein which are to similar effect are supplementary. They shall not be interpreted to limit, diminish or alter the generality or application of this rule.
5. The Association, by way of its Managing Agent and its Board Members, shall have standing to enforce these House Rules against any person to whom they apply.
6. The terms and provisions of Chapter 514A, H.R.S., the Declaration and the Bylaws are incorporated herein by reference. The persons to whom these House Rules apply are responsible for reading and understanding those documents.
7. Requests for exemptions from compliance with the project documents and/or for accommodations permitted or required by the Fair Housing Act and/or other applicable laws may be presented to the Managing Agent or to the Board.
8. The Managing Agent serves as an agent of the Board with respect to the enforcement of the project documents. Any violation of these House Rules should be promptly reported to the Managing Agent.
9. If any of these House Rules is void and/or unenforceable, in whole or in part, then the remainder of the rules shall remain in full force and effect.

10. The Board is entitled to exercise its reasonable discretion in considering and deciding whether to grant or deny any approval or consent which is permitted or required.
11. These House Rules may be amended by the Board from time to time.

### **USE OF PREMISES**

1. The Project is a residential condominium apartment complex to be used for residential purposes.
2. Commercial and/or business activities shall not be carried on in or out of any apartment.
3. No solicitation of goods or services shall be permitted at the Project by any person; except that, by prior arrangement, a resident may invite a provider of goods and/or services to the resident's apartment.
4. No solicitation to participate in or to contribute to any religious organization or activity shall be permitted at the Project by any person; except that, by prior arrangement, a resident may invite a representative of a religious organization to the resident's apartment.
5. Criminal conduct of every kind and/or nature is prohibited.

### **QUIET ENJOYMENT**

1. Nuisances of every kind and/or nature are prohibited and should be reported immediately to the Managing Agent, who will take appropriate action.
2. No apartment resident and/or his guest shall make or permit to be made any sound or noise, of any kind, at any time, to exist or to continue which unreasonably interferes with the rights, comfort or convenience of any other apartment residents. This rule shall be rigorously maintained always, but especially between 10:00 p.m. and 7:00 a.m.
3. No person shall permit or cause any smell or odor, of any kind, at any time, to exist or to continue which unreasonably interferes with the rights, comfort or convenience of any other person.

### **ASSOCIATION EMPLOYEES AND AGENTS**

1. No Association employee or agent shall be asked to perform any personal task by

or for any person. Among other things, this means that the Association, its employees and agents are not responsible:

- A. to do any work within any apartment, except work on common elements upon instruction of the Board or Managing Agent;
- B. to discover, receive and/or transmit any message, thing, article, package, parcel or the like from or to any person; or
- C. to transact any private business or favor for any person.

### **RENTALS**

1. Any apartment owner or tenant who rents or otherwise permits occupancy of an apartment shall give a copy of these House Rules to every tenant and/or occupant.
2. An apartment owner shall evict any tenant whom the Board reasonably determines to be undesirable, based on violations of the project documents, upon written demand to the owner from the Board. Such eviction shall be by the most expeditious means legally available, and no compensation shall be due to any owner or tenant for any loss, liability, damage, expense, attorneys' fee and/or cost incurred by the apartment owner or tenant.
3. Any apartment owner who rents an apartment is liable to the Association for any and all losses, liability, damages, expenses, attorneys' fees and/or costs incurred by the Association in connection with any act and/or omission of a tenant and/or of a person whose conduct an owner is responsible for. The tenant and/or other person shall be jointly and severally liable.

### **EXTERIORS AND COMMON AREAS**

1. Decks and front porches shall be kept clean, neat and sanitary. Upon written request from the Board, objects or things which the Board determines to be unsightly shall be removed and kept from decks and front porches.
2. Clothes, laundry and other things shall not be hung on decks, front porches, doorways or windows if visible to persons outside of the apartment.
3. Torn, worn or frayed window or door screens shall be removed and replaced.
4. Cleaning, sweeping, mopping and/or watering of decks or other exterior areas shall be done in a manner which does not cause dust, debris, runoff or any nuisance or damage.

5. Prior written consent from the Board is required before installation of any air conditioning unit, awning, or other object or thing which will project or protrude outside of an apartment and/or which will be attached to any common element or limited common element.
6. All water discharges from any air conditioner shall be captured in an adequate container so that such discharges shall not come in contact with any common element or limited common element.
7. Prior written consent of the Board is required before installation of any sign, nameplate or lettering on any common element or limited common element or anywhere which is visible to persons outside of the apartment.
8. Birds shall not be fed on or from any common element or limited common element.
9. No antenna of any kind shall be erected or maintained outside of an apartment. Antennas are prohibited from common elements, limited common elements and any outdoor area.
10. Any damage to the apartment building, grounds, walls, trim, finish, tile, or other portion of the complex will be the full responsibility of the owner whether caused by his agent, tenants, family, or guests. Any damage caused by cleaning chemicals, or other such materials in the attempt to remedy such damage is also the full responsibility of each owner, who shall pay the full cost of restitution or removal and/or replacement of said damaged items.
11. The decorated surface of the deck is to be maintained by each individual apartment owner in accordance with standards adopted by the Board. The Association will maintain the deck railing, support beams, and other portions of the deck; however, as with all common elements, if the common elements are damaged due to the apartment owner's failure to maintain part of the apartment including the decorated surface of the decking in good condition, the apartment owner will be responsible for the cost of repairs to common elements.
12. No items of personal property shall be left, placed, stored or permitted to remain in any common element area or limited common element area. This includes, but is not limited to, baby carriages, child car seats, shopping carts, bicycles, surfboards, plants, etc.
13. No wood or cardboard items of any kind shall be stored on the ground underneath any apartment because of the possibility of attracting and causing termite damage.
14. No construction contiguous to any apartment will be permitted under any circumstances. This prohibition includes any construction above, adjacent to, or below any apartment within the common element or limited common element. Any such construction must be removed at the owner's or resident's expense.

**PARKING**

1. Persons who reside at the Project shall park only in the parking stalls assigned to the apartment in which the person resides. No person who resides at the Project shall park in a guest parking stall.
2. Guests shall park only in parking stalls which are specifically designated as guest parking. Guests parking overnight for a continuous period of time should contact the managing agent.
3. All persons who park at the Project shall park completely within a parking stall. No portion of a car may protrude outside the limits of a parking stall or block any portion of any driveway or roadway. Vehicles are not to be parked behind each other.
4. Any car parked in violation of these House Rules and/or of any posted sign may be towed away at the owner's expense; but only upon the authority of a member of the Board or the Managing Agent.
5. The persons who reside in an apartment are responsible for keeping the parking stalls assigned to the apartment clean. This responsibility includes the requirement that oil, grease or other build-up be promptly removed. This is not an Association responsibility.
6. Vehicle repairs shall not be performed at the Project, with the exception of minor emergency repairs.
7. Derelict vehicles shall not be parked at the Project.
8. Painting of vehicles is prohibited at the Project.

**REFUSE**

1. All garbage must be adequately and securely wrapped and/or bagged in a manner which will minimize odors and sanitation problems to the maximum extent practicable. Wet garbage and pet trash (sand, litter paper, solid waste, etc.) in particular shall be especially well wrapped and/or bagged.
2. All garbage must be placed in trash containers with tight fitting lids.
3. No toxic, hazardous or flammable waste, materials or any things of this kind or nature whatsoever shall be placed in trash containers at the Project. Among other things, this includes, but is not limited to, paint, thinner, solvents, gasoline and the like.

4. Bulky items such as washers and dryers, televisions and other large items must be placed outside the trash enclosure for pick-up. It is the resident's responsibility to schedule a City and County Bulky Item Pickup at 262-4346. Items for pick-up must be properly tagged with identification including pick-up date.

## **PETS**

1. A maximum of two household pets may be kept in any apartment pursuant to Article 10, Section (1) of the Bylaws.
2. Livestock, poultry, and other animals which the Board reasonably determines to be inappropriate as household pets, consistent with Bylaws, Article X, Section 1, are prohibited.
3. Dangerous and/or aggressive animals are prohibited.
4. No pet shall be kept, bred, or used for any commercial purpose.
5. Pets shall not be allowed out of an apartment or on the premises unless in the custody of the owner and on a leash not to exceed six (6) feet in length. Cats and small dogs shall be carried.
6. If a resident's dog or cat excretes solid waste on any common element or limited common element, the person in custody of the animal at the time shall immediately dispose of the waste in a manner consistent with these House Rules.
7. All responsibility for a pet, financial, legal and/or otherwise, shall be that of the apartment owner, the pet owner and the person who keeps the pet. The Association shall have no responsibility for any pet.
8. Every person responsible for a pet shall defend, indemnify and hold the Association harmless from and on account of any and all losses, liability, damages, expenses, attorneys' fees and or costs of any kind or nature whatsoever, arising out of, related to or connected with the pet and/or its behavior. Such persons include the apartment owner, the pet owner and the keeper of the pet.
9. Upon written notice from the Board and/or the Managing Agent that a pet has caused any nuisance, any unreasonable disturbance, or any damage to the building and grounds the pet shall be permanently removed from the Project, beginning on a date stated in the notice. The Association, having no responsibility for any pet, shall have no financial responsibility whatsoever in connection with the removal of the pet.
10. After a pet is physically removed from the Project, the pet owner may submit a written request to the Board requesting reconsideration of the removal. Any such



written request shall detail all of the pet owner's reasons for seeking reconsideration, together with all supporting materials which the pet owner considers to be relevant. The Board may, but shall not be required to, reconsider the removal of the pet.

### **MISCELLANEOUS**

1. Roadways, driveways, and walkways shall be used solely for ingress and egress and shall not be obstructed. Cars may, however, be washed in the common area adjacent to the carport.
2. No person shall drive at an excessive speed, race an engine or squeal any tires.
3. Recreational activities shall only be permitted in areas provided for recreational use and under no circumstances permitted in roadways, driveways, or walkways. Children playing in designated play areas must be under parental supervision at all times.
4. Toxic, hazardous, explosive or flammable substances of any kind are prohibited from the Project; except that small quantities of common commercial products may be kept for common household purposes, provided that such products are carefully and safely stored in a manner to avoid injury or damage to persons and to the common elements and limited common elements.
5. The use of any type of fireworks at any time anywhere at the Project is prohibited.
6. Littering is prohibited, and no trash shall be placed outside the confines of any apartment unless it is placed in a designated trash bin.
7. Cigarettes shall not be extinguished or thrown away in any common area including but not limited to roadways, driveways, parking stalls, walkways, recreation areas, and the grounds of the project.
8. Fire alarms and fire fighting equipment shall only be used for intended purposes. Any person who misuses, abuses or tampers with any such alarm or equipment shall be liable for all consequences of such conduct and may be exposed to criminal prosecution.
9. Electrical and plumbing systems are common elements. Any person who misuses, abuses or tampers with such systems shall be liable for all consequences of such conduct. Placing anything inappropriate into the plumbing system (such as hair, rubbish, dental floss, dirt, paper or debris of any kind, for example) is prohibited. Likewise, use of any appliance or thing which places an excessive load on the electrical system or doing anything which causes any malfunction is prohibited. The

resident or other persons responsible shall pay for any damage resulting to the project or to any other apartment because of misuse of such facilities.

10. Signs relating to the sale or rental of an apartment shall not be placed on the exterior of any apartment and shall not be placed within an apartment if visible to persons outside the apartment. Such a sign, having a dimension of 30" x 24" or less, may be placed on the ground. No such sign shall be placed on the interior or exterior of the carport.
11. The enumeration of specific rules shall not be construed to limit, diminish, alter or otherwise affect: 1) the rights, remedies and/or powers of the Association, the Board and/or the Managing Agent; or 2) any other obligation of any person to whom these rules apply.

### **FINES AND PENALTIES**

1. The Board or Managing Agent may impose fines and/or penalties for violations of law and/or of the project documents.
2. Any fine or penalty shall be in addition to any other right or remedy available to the Association. The imposition of a fine or penalty shall not constitute an election of remedies, and the Association may also exercise additional rights and/or remedies.
3. A schedule of fines is available from the Managing Agent.
4. Penalties may include the loss of any privilege.
5. Fines of up to \$50 per day may be imposed for each violation, for each day a violation continues.

**DIRECTORY** (Updated January 2024)

<b>AOAO Lakeview</b> Management Executive	<p>Brenda Aburto, Management Executive Hawaiiana Management Company, Ltd. 711 Kapiolani Blvd., Suite 700 Honolulu, HI 96813</p> <p><a href="mailto:brendaa@hmcmgt.com">brendaa@hmcmgt.com</a> (808) 593-9100, Main Office Line (808) 593-6816, Direct Line (808) 593-6333, FAX (808) 593-6800, <b>After-hour emergency only</b></p>
<b>AOAO Lakeview</b> On-site Manager	<p>Jason Balchunas, On-site Manager Angel's Site Management Solutions (SMS)</p> <p><a href="mailto:jason@angelssms.com">jason@angelssms.com</a> (813) 506-0156, Mobile</p>

Important Companies/Agencies/Departments	Number
<b>Honolulu Fire Department (Emergency)</b> HFD, Fire Station 18 Kailua, 211 Kuulei Road, #201, Kailua HFD, Fire Station 39 Olomana, 42 Kalaniana'ole Hwy., Kailua <a href="https://fire.honolulu.gov/">https://fire.honolulu.gov/</a>	<b>911</b> (808) 262-4377 (808) 261-8016
<b>Honolulu Police Department (Emergency)</b> HPD, Kailua Substation, 219 Kuulei Road, Kailua <a href="https://www.honolulupd.org/">https://www.honolulupd.org/</a>	<b>911</b> (808) 723-8838
<b>Ambulance (Emergency)</b>	<b>911</b>
Hawai'i Emergency Management Agency, Civil Defense Division <a href="https://dod.hawaii.gov/hiema/contact-us/">https://dod.hawaii.gov/hiema/contact-us/</a>	(808) 733-4300
Federal Bureau of Investigation (FBI) Honolulu <a href="https://www.fbi.gov/contact-us/field-offices/honolulu">https://www.fbi.gov/contact-us/field-offices/honolulu</a>	(808) 566-4300
Ocean Safety and Lifeguard Services Division, Honolulu Honolulu Emergency Services Department <a href="https://emergencyservices.honolulu.gov/ocean-safety-lifeguard-services/">https://emergencyservices.honolulu.gov/ocean-safety-lifeguard-services/</a>	(808) 723-7861 (808) 723-7800
Hawaiian Electric (Oahu, report outage) Hawaiian Electric (Oahu, downed power line) Hawaiian Electric (General) <a href="https://www.hawaiianelectric.com/">https://www.hawaiianelectric.com/</a>	(855) 304-1212 (toll free) (855) 304-1212 (toll free) (808) 548-7311
Hawaiian Telcom (Technical Support) Hawaiian Telcom (Customer Service) <a href="https://www.hawaiiantel.com/">https://www.hawaiiantel.com/</a>	(808) 643-6111 (808) 643-3456
Spectrum (Customer Service) <a href="https://www.spectrum.com/contact-spectrum">https://www.spectrum.com/contact-spectrum</a>	(888) 369-2408 (toll free)

Verizon (Customer Service) <a href="https://www.verizon.com/business/support/fios-tv/contact-us/">https://www.verizon.com/business/support/fios-tv/contact-us/</a>	(800) 837-4966 (toll free)
Bulky Item Pickup (Appointment: online or call) <a href="http://www.opala.org">www.opala.org</a>	(808) 768-3200, Option "0"