

# Fairway House House Rules

Effective August 1, 2020

The Association of Apartment Owners of the Fairway House (hereinafter named as "FWH AOA"), has adopted the following House Rules to promote harmonious living in the Fairway House condominium community (hereinafter referred to as the "Project"). All owners, their apartment's tenants, residents, occupants, guests, assignees, and vendors shall be bound by these House Rules and standards of reasonable conduct, regardless of whether specifically covered in these House Rules. Owners will remain fully responsible for the observance of these House Rules by their apartment's tenants, residents, occupants, guests, assignees, and vendors. In the event any expenses are incurred or fines levied due to violation of these House Rules by an apartment's tenants, residents, occupants, guests, assignees, and/or vendors, the owner shall be responsible for payment of same, and such charges will be assessed upon such apartment subject to collection in accordance with the FWH AOA By-Laws and/or applicable law.

These House Rules may be amended by the FWH AOA as provided in the By-Laws of this Association. The authority and responsibility for enforcement of these House Rules may be delegated to the Managing Agent and/or the Resident Manager by and at the discretion of the Board of Directors ("BOD").

All residents of Fairway House must at all times observe all applicable laws as established by the appropriate governmental authorities. For example, engaging in actions which unreasonably disturb the rights of other residents to quiet enjoyment of their apartment and/or the common elements is not only a violation of these House Rules but may also constitute a tort with civil remedies and/or a criminal offense - e.g., disturbing the peace. Criminal conduct anywhere on the common elements, including, but not limited to, the damaging, vandalizing and/or pilfering of any FWH AOA property will be referred to the law enforcement authorities.

In maintaining the Project for the common interest, the building management will endeavor to address minor disturbances; however, the applicable governmental and/or law enforcement authorities will be summoned as may be necessary and appropriate.

## **GENERAL**

1. Each occupant, guest, and invitees shall observe these House Rules.
2. No trade or business of any kind may be conducted in or from any apartment or elsewhere at the Project 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 involve persons entering onto the common elements who do not reside in the condominium;
  - d. the business activity does not increase the liability or casualty insurance obligation or premium of FWH AOA;
  - e. the business activity is consistent with the residential character of FWH AOA and does not constitute a nuisance, hazardous or offensive use, or unreasonably interferes with the rights of other residents to quiet enjoyment of their apartment and/or the common elements, as may be determined in the sole discretion of the BOD.

3. Soliciting of goods, services or religious activities shall not be permitted anywhere at the project.
4. Owners and/or occupants shall not request building employees or staff to perform duties or provide services outside of their job duties for the FWH AOA.
5. Owners and/or occupants shall not request building maintenance employees or staff to perform any work in any apartment outside of their job duties for the FWH AOA unless there is an emergency, endangering other apartments or the common elements.
6. For security reasons, occupants shall inform the Resident Manager in advance of any expected delivery or any vendor scheduled to perform services in or to their apartment.
7. For security reasons, the Resident Manager shall not grant access to an apartment to anyone without written permission from the owner or registered occupant.
8. For security reasons, occupants, owners, and/or their agents shall notify the Resident Manager at any time their apartment is scheduled to be unoccupied for more than three (3) consecutive days.
9. Moving of any items requiring the exclusive use of the freight elevator shall be scheduled with the Resident Manager not less than 72 hours in advance. All moving shall only be permitted between the hours of 8:00 a.m. and 5:00 p.m., Monday thru Saturday. NO MOVING is permitted on Sundays or on Federal and State holidays.
10. No occupants shall make or allow to be made, any noises which may be heard in any other apartment between 10:00 p.m. and 6:00 a.m. daily. Reasonable volume levels of sound producing equipment, including televisions, radios and other entertainment devices, shall be maintained at all times. Complaints by any other resident of the project shall be considered as evidence of excessive volume. Any noise which unreasonably interferes with the rights of other residents to quiet enjoyment of their apartment and/or the common elements shall not be permitted at any time.
11. Excessive noise or other violations of these House Rules should be immediately reported to the Resident Manager and/or security personnel. In case of an emergency, please call 911.
12. Maintenance Fee and assessments must be paid to our management company monthly. Any delinquency will result in action being taken according to the association's collection policy.
13. None of the provisions herein are intended to be in contravention of the Federal Fair Housing Act or Chapter 515, Hawaii Revised Statutes. FWH AOA will at all times comply with the provisions of the Federal Fair Housing Act and Chapter 515, Hawaii Revised Statutes, when acting upon requests by disabled or handicapped persons to make reasonable modifications, at their expense, to their apartments and/or the common elements of the Project, if the proposed modifications are necessary to enable said disabled or handicapped persons to have full use and enjoyment of the Project. FWH AOA will also comply with the provisions of the Federal Fair Housing Act and Chapter 515, Hawaii Revised Statutes, when acting upon requests by disabled or handicapped persons for exemptions from any of the provisions of the Association's Declaration, By-Laws and/or Rules and Regulations which would interfere with said disabled or handicapped persons' equal opportunity to use and/or enjoy their apartments and/or the common elements of the Project.

## **APARTMENT USE**

1. No sign, signals or lettering shall be inscribed or exposed on or at any window, the exterior of any building wall or apartment entry door or parking stall nor shall anything be allowed to protrude or project from of any window.
2. Awnings, windscreens and tinting films have been standardized in guidelines published by the FWH AOA and made available at the Resident Manager's office, as to type, model and other specifications as well as where they may be purchased as to ensure a uniform appearance of the Project. All residents and tenants shall comply with these standards in connection with the installation of any such tinting films, awnings or windscreens. Any object, including but not limited to any reflective object or substance observable from the exterior of the building which has been installed without the prior written approval of the BOD or in violation of these House Rules or any of provision of the governing documents shall be subject to removal upon written notice from the BOD or its authorized agent(s).
3. Each apartment owner shall install drapes with off-white or neutral exterior facing liners so that the exterior of the building will present a uniform appearance.
4. Potted plants suitable to balconies or lanais may be kept thereon. Plant pots must be accompanied with saucers or trays to prevent water run-off. No portion of any plant may overhang or extend beyond the boundaries of the lanai, nor may any plant make contact with the concrete slab above each lanai. Any plant which is deemed unsightly by the BOD to the extent it detracts from the uniform exterior appearance of the Project, shall be removed immediately upon receipt of written request from the BOD, Resident Manager and/or Managing Agent.
5. Watering of plants, sweeping and mopping of balconies and/or lanais shall be performed in such a manner as necessary to prevent water from leaving the boundaries of the lanai and/or the causing of any nuisance to occupants of any other apartment, or to persons on the ground. No person shall allow or cause any object to be thrown, fall or be ejected from any balcony or lanai, including but not limited to shaking rugs and towels on the balcony or lanai.
6. Laundry racks are allowed on lanais but must be kept at least 3 ft. from any perimeter railing, and must not exceed the height of the perimeter railing. No articles may be hung from or on any lanai railing at any time.
7. Plumbing fixtures and equipment such as toilets and garbage disposals shall be used only for the purposes for which they were designed and manufactured. Floor dust and debris, diapers, rubbish, rags and non-flushable paper shall be disposed of in the trash chute and not through the Project's plumbing system. Any blockage or damage resulting to the building, components, or other apartments from such misuse of the plumbing shall be the financial responsibility of the owner whose tenant, resident, guest or agent was the cause thereof.
8. Water shut down for apartment repair is the responsibility of occupant. Scheduled water shut downs are the third Tuesday of every month, or as otherwise noticed by management. Forms for water shut down are available in the Resident Manager's office and must be completed and returned not less than three (3) days prior to water shut down. (Emergency water shut downs are exempt from these requirements).
9. No water beds are allowed in any apartment.
10. Except as mandated by Over-the-Air Reception Devices ("OTARD") Rules promulgated by the Federal

Communications Commission ("FCC"), no antennas or other objects shall be attached to the outside walls or the exterior of any door or lanai. Owners and/or residents desiring to install antennas at the Project must refer to the attached Antenna Installation Policy.

11. Cigarettes shall not be extinguished or thrown in or onto common elements, nor shall cigarettes or any objects be thrown from any window or lanai of an apartment.
12. No apartment owner or occupant may make material or structural changes within their unit without compliance with Chapter 514B, Hawaii Revised Statutes, and the governing documents, including, without limitation, prior written approval from the BOD and of owners as may be required by Chapter 514B and the governing documents.
13. All owners and occupants shall, upon ten (10) days' written notice by the BOD or Managing Agent, allow entry into their units by a licensed and insured pest control operator, duly selected by the BOD, for periodic pest control treatment. Any instructions for preparation of the apartments shall be complied with to ensure effective treatment. Non-resident owners shall ensure that rental agreements and leases shall specifically require that their tenants comply with this provision.
14. Owners, tenants and residents are required to register with the Resident Manager immediately upon commencement of occupancy, but in no event more than three (3) days from the first date of occupancy. Registration includes providing the names of all occupants, description of vehicle(s) including license number(s), telephone numbers for all occupants, identification and contact information for the rental agent and expected duration of occupancy. Registration forms are available in the Resident Manager's office.

### **COMMON AREA**

1. In accordance with fire regulations, it is required that all apartment entry doors and corridor and stairwell fire doors remain closed at all times.
2. Anyone found tampering with the Project's firefighting equipment, fire alarms, fire doors, or the fire sprinkler system will be subject to criminal charges and liable for all repair costs, replacement, or damage caused to the building or personal property, and if a tenant, shall be subject to immediate eviction.
3. Occupants shall not use or bring onto the premises any hazardous, highly flammable or explosive substances, including, but not limited to, all forms of fireworks.
4. No items of personal property, including but not limited to baby carriages, shopping carts, bicycles, tricycles, shoes, shoe racks, door mats, plants and other movable or immovable personal property shall be left or allowed to stand in any part of the hallways, stairs, lobbies, elevators, or parking areas including parking stalls.
5. For security reasons, occupants should not allow any persons not personally known to them to enter the Project. Should any suspicious person be observed in the elevator or anywhere on the common elements, please notify the Resident Manager, security personnel or in the event of an emergency or suspected criminal activity, please call 911.
6. No smoking of any type, including electronic cigarette, is permitted anywhere on the common elements, including the garage, elevators, lobby and walkways to apartments. Smoking is also prohibited on all

lanais which are designated as limited common elements. In accordance with the Revised Ordinances of the City and County of Honolulu, no smoking is permitted within twenty (20) feet of any building entrance.

7. The lobby, elevators, driveways and parking area shall not be used for recreational purposes.
8. Use of roller-blades, roller-skates, and skateboards are prohibited in the Project, including the lobby, elevators and parking areas.

## **PARKING**

1. Occupants may park only within their assigned stalls.
2. Unauthorized vehicles parked in stalls assigned to another apartment or occupant may be towed without notice at the vehicle owner's expense. Vehicles must be parked wholly within the designated boundaries of each parking stall and may not protrude into driveways and/or adjacent parking stalls.
3. Owners are responsible for the cleanliness of their apartment appurtenant parking stalls, including the removal of any oil or grease build up. Owners who fail to clean their parking stall by the deadline stated in any written notice from the BOD, Resident Manager and/or Managing Agent will be assessed the cleaning cost thereof plus the applicable fine.
4. Repairs to vehicles will not be permitted anywhere at the Project with the exception of minor emergency repairs. Vehicle fluid changes, replacement or draining (oil, transmission, brake, coolant, etc.) are strictly prohibited anywhere at the Project.
5. For safety and security reasons, parking areas may not be used for recreation, or other activities unrelated to vehicle operation, parking, and egress and/or ingress.
6. No items of personal property other than automobiles, bicycles, mopeds, and/or motorcycles may be kept in an assigned parking stall.
7. Car washing may only be conducted in the designated car wash area located on the Ekela Street side of the Project. Users of the car wash area must comply with any posted regulations and are responsible for cleanup after each use. Cars may not be left unattended in the car wash area. The car wash area is restricted to use only by residents of the Project. The car wash area is open daily from 8:00 a.m. until 10:00 p.m..
8. Guest parking is limited to a daily maximum of five (5) hours per vehicle solely for guests while visiting the Project. No guest parking is permitted daily between the hours of 12:00 a.m. and 6:00 a.m.. Cars parked after 12:00 a.m. will be towed away at the vehicle owner's expense. No overnight guest parking is allowed.
9. Guests must sign in on the guest parking log located at the enter-phone area adjacent to the guest parking or their vehicles will be subject to towing at the vehicle owner's expense.
10. Resident parking is not allowed in guest stalls, unless prior written approval is obtained from the BOD.
11. All bicycles, mopeds, motorcycles and other vehicles parked in the parking garage/common

elements must be in operational condition and must display a current government issued registration and safety check, in accordance with applicable laws. All vehicles, bicycles, mopeds, and motorcycles must be registered with the Resident Manager. Bicycles must be parked in the designated bicycle area or in the resident's assigned parking stall.

12. The non-emergency use of horns upon entering or leaving the parking areas or while within the parking structure is strictly prohibited. Vehicle alarms should be set so as to not unreasonably disturb residents of the Project. Any vehicle with a continuous audible alarm in excess of ten (10) consecutive minutes is subject to towing and/or disabling of the audible alarm at the vehicle owner's expense.

## **RENTALS**

1. All tenants must comply with the applicable registration requirements set forth in this House Rules.
2. Renters, nonresident owners, or agents who rent, loan or otherwise permit occupancy of their apartments, shall provide a copy of the House Rules to their occupants prior to or upon commencement of occupancy. The owner shall remain responsible for the actions and omissions of the owner's agent and the occupant(s) of the apartment.
3. No "For Sale" or "For Rent" signs are permitted anywhere in the building or grounds. One "Open House" sign furnished by the Resident Manager is permitted for use on the designated area of the parkway. No more than one Open House sign may be used at any one time. During an Open House, real estate agents are permitted to post their calling card on the entry phone to permit entry to the Project. All Open House and Rental announcements will be placed on the Bulletin Board situated at the entrance door only with the prior approval of the Resident Manager.
4. As the Project is not zoned for transient rentals, rentals of less than thirty (30) consecutive days are not permitted. In addition to enforcement of applicable apartment use restrictions set forth in the governing documents, all illegal transient rentals will be reported to appropriate government authorities.

## **REFUSE**

1. All garbage must be securely wrapped or bagged before depositing into the trash chute, or the container in the trash room located on the ground floor. Do not leave trash on the floor of the trash chute vestibule.
2. No liquid, wet garbage or folded cardboard containers or any other object that would hinder the easy fall of trash through the chute may be inserted therein.
3. Cardboard boxes (collapsed), large bottles, and items that may clog or damage the chute must be taken to the bins located on the ground floor. A Recycle Bin has been provided for recyclable items.
4. Pet waste and trash (animal feces, kitty litter, pee pads, etc.) must be securely wrapped or bagged with extra care.
5. No flammable or hazardous material shall be placed into the trash chute.
6. No garbage containers or bottles or items of refuse may be placed outside an apartment or anywhere on the common elements except in trash chutes or the container in the trash room.

7. The trash chute is available for use daily only between the hours of 8:00 a.m. and 10:00 p.m.
8. Residents must dispose of bulk trash items in accordance with Rules for Bulky Item Pickup and Disposal established by the City & County of Honolulu's Department of Environmental Services. Do not dispose of bulk trash items on the street. The City and County has bulky item pickup in our area on the third Monday of every month. Please contact the Resident Manager for information regarding the designated Bulky Item Pickup area. Fines may be assessed by the City and County for violation of the ordinance governing Bulky Item Pickup and Disposal. More information regarding Bulky Item Pickup, please call the Department of Environmental Services at (808) 768-3200 or refer to its website: [http://www.opala.org/solid\\_waste/bulky\\_item\\_pickup.html](http://www.opala.org/solid_waste/bulky_item_pickup.html)

## **PETS**

Article V, Section 3(1) of the By-Laws provides that:

No livestock, poultry, rabbits or other animals whatsoever shall be allowed or kept in any part of the project except dogs, cats, birds and aquarium fish. Said pet shall not be kept, bred or used therein for any commercial purpose nor allowed on any common elements except in transit when carried or on leash. Any such pet causing a nuisance or unreasonable disturbance to any other occupant of the project shall be upon notice given by the BOD or Managing Agent; permanently removed, however that notwithstanding any other provision herein visually impaired persons may keep seeing-eye dogs, as defined in Chapter 515, Hawaii Revised Statutes, hearing impaired persons may keep signal dogs, as defined in Chapter 515, Hawaii Revised Statutes, and physically impaired persons may keep service animals, as defined in Chapter 515 Hawaii Revised Statutes, in their apartments and may utilize such dog/animals on the common areas as necessary to full enjoyment of the property. None of the provisions herein will be enforced in any manner that will constitute a violation of the Federal Fair Housing Act or Chapter 515, Hawaii Revised Statutes.

In accordance with the aforementioned provision, pets are allowed under the following conditions:

1. All pet(s) kept in any apartment (with the exception of fish) must be registered with the Resident Manager within three (3) days of commencement of occupancy. Failure to comply with this provision shall be cause for removal of the pet(s).
2. A non-refundable \$100.00 registration fee will be assessed by FWH AOA for each pet kept in an apartment, with the exception of fish.
3. Fish are limited to a maximum of one 55-gallon tank per apartment which does not impair the floor or other structure of the building.
4. A maximum of two (2) pets are allowed in each apartment, exclusive of fish.
5. No visiting pets shall be allowed on the premises; provided, however, this restriction shall not apply to service or assistance animals utilized by disabled and/or handicapped persons as defined by Chapter 515, Hawaii Revised Statutes and/or the Federal Fair Housing Act, who may use such service or assistance animals as reasonably necessary for their use and/or enjoyment of the Project.
6. Any damage to the apartment building, grounds, flooring or walls, caused by any pet will be the full responsibility of each pet owner.

7. All pet owners are required to clean up all waste generated by their pets not only at the Project but at adjoining neighboring parcels. All pet owners will comply with all applicable City & County Ordinances.
8. No pet in excess of 60 lbs. is permitted.
9. Noisy pets which unreasonably interfere with the rights of other residents to quiet enjoyment of their apartment and/or the common elements or pets which are dangerous or aggressive to the extent they pose a threat to and/or cause injuries to other pets, service and/or assistance animals, or persons and must be immediately removed upon receipt of written demand from the Resident Manager, Board and/or Managing Agent.

### **SWIMMING POOL & JACUZZI**

1. Swimming is permitted during the hours of 7:00 a.m. to 10:00 p.m. daily. The BOD reserves the right to alter these hours of operation. Residents and their guests may use the swimming pool at their own risk. No lifeguard is on duty at any time.
2. Only persons who are able to swim or are directly supervised by competent swimmers are permitted to enter the pool.
3. Sexual misconduct or lewd behavior is prohibited.
4. No person subject to involuntary bodily function discharges is permitted to use the pool or Jacuzzi without effective swim diaper protection. Jacuzzi use for children less than 5 years old is prohibited in accordance with the U.S. Centers for Disease Control and Prevention (CDC) Guidelines urging recreational facility operators to exclude children less than 5 years of age from using hot tubs.
5. Guests must be accompanied by a resident of the apartment they are visiting at all times while in the pool area. With the exception of scheduled parties, guests at the pool/Jacuzzi are limited to six (6) per apartment. Parties of six (6) persons or more are limited to a total of three (3) hours per day so as to allow other residents and their guests to use and enjoy the pool and Jacuzzi.
6. Swimmers and Jacuzzi users must wear proper swimming attire. Diapers not specially designed for swim use are not permitted in the pool. Appropriate swimwear or clothing (if not swimming) must be worn at all times at pool and jacuzzi area. Nude or (for women) topless swimming and sunbathing is prohibited. Objects that may damage the pool or clog the filter must be removed before entering the pool, (e.g., hair pins, bobby pins, rollers, etc.)
7. Suntan oil, ointment and sand must be removed from the body and attire before entering the pool. Waterproof sunscreen may be applied prior to and while using the pool and/or Jacuzzi.
8. Bathers shall dry themselves thoroughly before entering the building.
9. Running, pushing or shoving, and/or any other conduct which unreasonably disturbs the quiet use and enjoyment by other pool area users or quiet use and enjoyment of apartments by residents is not permitted. No amplified music is allowed in the pool area at any time.



10. No pets, large inflatable items, surfboards or other equipment is permitted in the pool or pool area. Individuals may use U.S. Coast Guard Approved personal flotation devices while in the pool.
11. The use of glassware, bottles, ceramics, chinaware, or other breakables in the pool area is forbidden. Paper cups, paper plates and cans must be deposited in the trash bin provided for that purpose or removed from the pool area by the users.
12. No pool furniture may be removed from the pool area.
13. Unsanitary practices such as spitting, mouth spouting of water, and nose blowing are prohibited in the pool and Jacuzzi.
14. No throwing of balls or other objects is permitted anywhere within the pool area.
15. Any person with an infectious or communicable disease which can be transmitted in water commonly used in swimming pools or spas is prohibited from using the pool or Jacuzzi.
16. Violation of these Swimming Pool and Jacuzzi Rules may result in issuance of citations, assessment of fines and/or suspension of pool and/or Jacuzzi use privileges.

### **BARBECUE AREA**

1. **NO ALCOHOLIC BEVERAGE IS ALLOWED** in the pool and BBQ/pavilion area.
2. The barbecue area and grill must be cleaned after its use. Failure to clean the barbecue area and grill will result in assessment of a fine and cleaning fee.
3. Use of the barbecue grill is permitted between 9:00 a.m. and 9:00 p.m. daily.
4. Barbecuing on lanais is against the law. Residents desiring to cook outdoors at the Project must use the barbecue area.
5. Only residents may use the barbecue grill.

### **TENNIS AND HANDBALL COURT**

1. Use of the court is permitted during the hours of 9:00 a.m. to 7:00 p.m. daily.
2. A resident must be present on the court during the use of the court by guest(s).
3. Any person that is a nuisance or engages in conduct which unreasonably interferes with use and enjoyment of the court by other users will be subject to suspension of their court use privileges by the BOD.
4. Only appropriate shoes designed for tennis and/or handball use will be permitted to be worn on the court.

### **PLUMBING PROBLEMS**

Over the years, the Project has experienced numerous plumbing backups which are common in high rise

buildings. The owner or occupant should call a licensed plumber or drain cleaning service in the event of a drain backup or plumbing leak. The owner or occupant must pay the licensed plumber or drain cleaning service, however, if the drain backup or plumbing leak is determined to have occurred as a result of a defect or failure of a common element, or other occurrence for which the FWH AOA is responsible, the owner should submit a claim to the BOD for reimbursement by the FWH AOA. Nothing in this House Rule is intended to impose financial responsibility upon any owner for a common expense of FWH AOA.

Owners are generally responsible for the plumbing which serves only their apartment. FWH AOA is responsible for the common lines, unless the blockage, leak and/or damage to a common line is caused by the negligence and/or conduct of an occupant.

Vegetables are acidic and combined with other food scraps and oils results in a corrosive crud that sticks to the side of the kitchen waste line riser piping eventually eating its way through the cast iron pipe resulting in leaks and expensive pipe replacement costs. In an effort to preserve the kitchen waste line riser piping, all residents are required to minimize the use of their garbage disposals and place fine stainless steel screen strainers over their kitchen sink drains. See the Resident Manager for a stainless steel screen strainer at no cost to you.

Occupants are prohibited from using drains for the disposal of grease, non-flushable paper and personal hygiene products, solvents, chemicals or any other materials which may damage or clog drain lines. The appropriate use of low suds ("HE" or "High Efficiency") detergent in washing machines in accordance with label instructions is strongly recommended. Please use garbage disposals sparingly and avoid placing grease, oil, rice, pasta, vegetable peelings or food scraps in garbage disposals which increase the likelihood of clogs.

## **APARTMENT RENOVATIONS**

Owners desiring to perform any remodeling and/or renovations must obtain any applicable policies and/or procedures from the Resident Manager. **No remodeling or renovation work may commence without the prior written approval of the Board.** Requests for remodeling and/or renovation of apartments must be submitted in writing accompanied by contractor proposals, plans, drawings and/or specifications (including mechanical, plumbing and/or electrical schematics, if applicable) for approval by the BOD prior to commencement of work. All flooring must comply with current sound transmission standards as specified in any written conditional approval granted by the BOD. Lanai enclosures require prior written approval of the BOD and must comply with the applicable By-Law requirement to maintain the uniform exterior appearance of the Project. Any work requiring issuance of a building permit must be performed by a licensed and insured contractor. Prior to commencement of any work, all contractors will be required to provide a Certificate of Insurance to FWH AOA with comply with such reasonable insurance requirements imposed by the BOD.

Owners who do not have an enclosed lanai, are recommended to leave floors bare except for the deck coating and waterproofing system periodically applied by or at the direction of FWH AOA. Porous floor covering of any type (carpeting, artificial turf or grass, etc.) **is NOT permitted** on unenclosed lanais, as it retains moisture and contributes to concrete spalling of the floor slab.

Owners are responsible for the removal and any damage caused by unapproved and/or non-conforming modifications to their unit.

Remodeling hours are limited to Monday – Saturday 8:30 a.m. to 5:00 p.m. No construction or remodeling is allowed on Sundays and Federal and State Holidays.

## **FINE POLICY AND APPEAL PROCEDURE**

1. Violation of any above house rules will result in citation and/or fines. All fines will be assessed to the owner(s) of the unit. Fines are cumulative to each unit. Except as otherwise specifically set forth herein, the following fine schedule shall apply for violations of the House Rules:
  - a. First Offense: Verbal and written warning issued.
  - b. Second Offense: Written citation issued and a fine of \$25.00
  - c. Third Offense: Written citation issued and a fine of \$50.00. Suspension of use of the common elements and/or specified portions thereof may also be imposed to the extent the BOD reasonably determines is related to the violation.
  - d. Fourth Offense: Written citation and \$100.00 fine and referral to attorney for legal action.
  - e. Multiple offenses in a single occurrence if deemed intentional or malicious, in the discretion of the manager or Board, may result in: Written citation and \$100 fine per offense.
  - f. Illegal activities will result in \$1,000 fine and will be reported to the local authorities.
  
2. The following fines will be assessed to the owner(s) of the unit solely for violation of short term or transient rental restrictions set forth in the House Rules:
  - a. First Offense: Upon issuance of written citation for a first violation, a fine of \$1,000.00 shall be assessed.
  - b. Second Offense: Upon issuance of written citation for a second violation for any violation occurring within 12 months following occurrence of the first violation, a fine of \$2,500.00 shall be assessed.
  - c. Third Offense: Upon issuance of written citation for a third violation occurring within 12 months following occurrence of the second violation, a fine of \$3,500.00 shall be assessed.
  - d. Fourth and Subsequent Offenses: Upon issuance of written citation for a fourth violation and each subsequent violation thereafter occurring within 12 months following occurrence of the third and any subsequent violation(s), a fine of \$5,000.00 per violation shall be assessed.
  
3. Noncompliance: In addition to assessment of the above fines, if compliance is not obtained within thirty (30) days from the date of issuance of any written citation, the BOD may seek any and all available legal and/or equitable remedies and assess all attorneys' fees and costs incurred in connection therewith against the owner in accordance with HRS §514B-157(a)(3). Nothing herein shall prohibit the BOD from taking such action(s) as reasonably necessary to prevent property damage and/or protect the safety and security of the Project, its residents and owners.
  
4. Appeals: Appeals of any fine may be filed in accordance under the following procedures:

- a. The owner must submit a written Notice of Appeal within thirty (30) days of the date of issuance of the written citation which is the subject of the appeal.
- b. The Notice of Appeal shall be submitted in writing and sent by certified mail, return receipt requested (or international air-post, delivery signature required, if mailed from outside of the United States), to: Board of Directors, AOA Fairway House, in care of the Managing Agent (currently: Hawaiian Properties, Ltd., P.O. Box 38078, Honolulu, HI 96837-1078).
- c. The date of mailing of the Notice of Appeal as certified by or set forth on a postmark issued by the U. S. Postal Service (or foreign postal service provider, if mailed from outside of the United States) shall constitute the Date of Appeal.
- d. The Notice of Appeal must contain a copy of the applicable citation; a statement of the facts and basis for the appeal, names and addresses of all witnesses, and copies of any proposed exhibits (i.e., written documents, photos, videos, etc.) in support of the appeal.
- e. Not more than thirty (30) days following receipt of a Notice of Appeal, the Managing Agent shall mail and/or e-mail written notice to the owner advising of the date, time and place of the BOD Meeting when the appeal shall be considered.
- f. The BOD shall consider the owner's appeal during either its Regular Meeting or a Special Meeting called to consider such appeal, and shall hear and evaluate the evidence presented in support of the appeal.
- g. At such BOD Meeting where the appeal is considered, the appealing owner shall have the right to present oral and written evidence and to confront and cross-examine adverse witnesses. The BOD shall also have the right to present evidence and question all witnesses who testify in connection with any appeal.
- h. In lieu of presentation of an appeal in person, an owner may elect to present an appeal based solely on written submissions. An owner who desires to submit an appeal based solely on written submissions must insure all written submissions in support of the appeal are RECEIVED by the Managing Agent not less than seventy-two (72) hours prior to the BOD Meeting where the appeal is scheduled to be considered so they might be distributed to all Directors in advance of the Meeting where the appeal is scheduled to be considered.
- i. The Board shall send to the appealing owner within thirty (30) days after the Meeting where the appeal is considered a written decision which specifies the fines or penalties levied, if any, following its consideration of the appeal, and the reasons therefore.
- j. The decision of the BOD as to any owner's appeal shall be final and binding upon the apartment owner, and shall not be appealable, however, any aggrieved owner shall have the right to initiate any dispute resolution process permitted under H. R. S. §§514B-161, 514B-162, or by filing a request for an administrative hearing under a pilot program administered by the Department of Commerce and Consumer Affairs, if applicable, provided that all assessed fines are paid in full.

**RESOLUTION OF THE BOARD OF DIRECTORS  
OF ASSOCIATION OF APARTMENT OWNERS OF FAIRWAY HOUSE  
REGARDING HIGH-RISK COMPONENTS**

Hawaii Revised Statutes (“HRS”) Section 514B-138 authorizes the Board of Directors (“Board”) of the Association of the Apartment Owners of Fairway House (“Association”), after notice to all apartment owners and an opportunity for comment, to determine that certain portions of the apartments, or certain objects or appliances within the apartments, such as (but not limited to) plumbing fixtures, washing machine hoses and windows, pose a particular risk of damage to other apartments or the common elements if they are not properly inspected, maintained, repaired, or replaced by owners (such portions of the apartments or objects or appliances within the apartments are hereinafter called “high-risk components”); and

Upon the Board’s designation of such high-risk components, it can require inspection at specified intervals, replacement or repair at specified intervals and/or replacement or repair to specifications established by the Board; and

As the Board is charged with the management of the Association, including the management of the common elements in accordance with the Project’s governing documents and HRS Sections 514B-104(a)(6) and 514B-106(a); and

In accordance with HRS Section 514B-138, the Board believes it is in the best interests of the Association to identify high-risk components and to implement certain policies and requirements with regard to those high-risk components as necessary or appropriate to prevent damage to apartments, the common elements and the limited common elements;

NOW THEREFORE, the Board, on behalf of the members of the Association, hereby adopts the following resolutions to designate high-risk components, and establish requirements for the care of high-risk components:

BE IT RESOLVED, that the portions of the apartments or objects or appliances within the apartments identified in the **High-Risk Components Policy attached hereto as Exhibit “A”** are designated as high-risk components; and

The practices and policies set forth in the **High-Risk Components Policy attached hereto as Exhibit “A”** shall apply to high-risk components and that the Board shall have all power and authority necessary to implement and enforce the practices and policies set forth therein;

If an owner fails to comply with the requirements of this Resolution, the Association is authorized, after reasonable notice to the owner, to enter the apartment to perform the required repair and/or replacement of all faulty high-risk components at the sole cost and expense of the apartment owner, which cost and expense shall be a lien on the apartment as provided in HRS Section 514B-146;

Nothing in this Resolution shall be deemed to limit the remedies of the Association for damages, or injunctive relief, or both;

Nothing in this Resolution shall relieve or excuse any owner from such owner's obligation to maintain, repair and replace such owner's apartment pursuant to any applicable provision of the governing documents of the Association, or HRS Chapters 514A and 514B, as applicable, including without limitation HRS Section 514B-137(a), or restrict and/or otherwise limit the Association's right to enter any apartment in accordance with HRS Section 514B-137(b);

In any legal proceeding seeking enforcement of this Resolution against any owner, the Association will be entitled to recover its attorneys' fees and costs in accordance with HRS Section 514B-157;

In accordance with HRS Section 514B-138, this Resolution has been provided to all owners and all owners were given an opportunity to comment thereon prior to adoption of this Resolution by the Board.

This Resolution shall be effective immediately upon its adoption by the Board.

Adopted: August 15, 2013.



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Secretary  
Board of Directors  
AOAO Fairway House

## EXHIBIT "A"

### **High-Risk Components Policy of the Association of Apartments Owners of Fairway House**

1. The following certain portions of the units, or certain objects or appliances within the units pose a particular risk of damage to other units or the common elements if they are not properly inspected, maintained, repaired, or replaced by Owners. These components are hereforth designated as "high-risk components."

- A. Kitchen faucets, drain pipes, supply lines and shut off valves; and
- B. Bathroom sink faucets, drain pipes, supply lines and shut off valves; and
- C. Toilet flushers, flappers, gaskets, o-rings, supply lines and shut off valves; and
- D. Shower fixtures, diverters, drains, showers, caulking and tile walls; and
- E. Refrigerator ice maker, water line connection; and
- F. Dishwashers; and
- G. Laundry shut off valves and hoses; and
- H. Windows, including glass panes, gaskets, seals, frames and all mechanical components thereof.

2. With regard to the high-risk components identified herein, the Board of Directors ("Board") of the Association of Apartment Owners of Fairway House ("Association") require inspections be conducted at specified intervals by the Association or by inspectors designated by the Association.

3. With regard to the high-risk components identified herein, the Board may also require replacement or repair at specified intervals whether or not the component is deteriorated or defective.

4. With regard to the high-risk components, the Board may also require replacement or repair that:

- A. Meets particular standards or specifications established by the Board;
- B. Includes additional components or installations specified by the Board; or
- C. Uses contractors with specific licensing, training, or certification approved by the Board.

5. The imposition of requirements by the Board regarding high-risk components shall not relieve unit Owners of obligations regarding high-risk components as set forth in the governing documents of the Association, including but not limited to the Declaration of Horizontal Property Regime of Fairway House, the By-Laws of Association of Apartment Owners of Fairway House, and House Rules, as each of these may be amended from time to time, including, without limitation, the obligation to maintain, repair and replace the high-risk components.

6. The current procedure for inspection and repair or replacement of high risk **plumbing** components is as follows:

- A. The Association will schedule a licensed plumber to inspect all units in the building. Owners will be notified of scheduled inspection times at least one week prior to the date of inspection. Owners will be required to provide the plumber access into their unit on the time and day of the inspection.
- B. Owners will be notified of all plumbing deficiencies in writing. Within forty-five (45) days of receipt of written notice from the Association, owners shall retain a licensed plumber at their sole expense to conduct and complete an inspection of all items identified on the attached Fairway House Plumbing Checklist. (Owners may contact the Resident Manager at (808) 734-3697 should they desire referral to a licensed plumber).
- B. The licensed plumber conducting the inspection shall fully complete all portions of, and sign and date Fairway House Plumbing Checklist, and provide their license number where indicated thereon.
- C. Completed Fairway House Plumbing Checklist forms must be either be delivered to the Resident Manager's Office, or mailed to the AOA Fairway House in care of c/o Hawaiian Properties, Ltd., P.O. Box 38078, Honolulu, Hawaii 96837-1078. Incomplete forms will be returned to the unit owner.
- D. Not more than forty-five (45) days from the date of inspection indicated on the completed Fairway House Plumbing Checklist, all items identified thereon which receive a condition score other than "G" (i.e. "Good") must be repaired or replaced, as may be applicable.
- E. Upon completion of repair and/or replacement of all items receiving a condition score other than "G" on the submitted Fairway House Plumbing Checklist, a subsequent completed Fairway House Plumbing Checklist form must be submitted to the Resident Manager or Association indicating all items identified thereon receive a condition score of "G". The subsequently



submitted Fairway House Plumbing Checklist form must also be signed and dated by a licensed plumber.

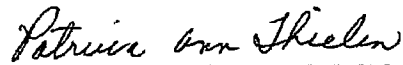
7. The current procedure for inspection and repair of high risk **window** components is as follows:

- A. The Board will establish a Window Inspection Program to be administered by the Association or an inspector selected by the Board;
- B. The Association and/or the inspector selected by the Board will enter apartments to conduct an inspection of all windows located therein. Owners will be provided written advance notification of the scheduled dates and times the inspection will be conducted.
- C. Owners, or their designated authorized representative over the age of 18 years, must be present during the window inspection. The Board will make reasonable efforts to accommodate owner scheduling requests, however, should the owner or its designated authorized representative not be present on the date and time scheduled for the window inspection, the owner will be assessed all costs incurred by the Association to gain entry to the apartment to conduct any window inspection.
- D. Owners of units with windows in need of repair or replacement will be provided written notice thereof, and shall repair or replace the windows identified in the written notice not more than ninety (90) days following receipt thereof. Reasonable requests for extension of this deadline may be granted by the Board upon a showing of good cause (i. e. Delay in obtaining materials and/or written confirmation of a work commencement date by owner's retained licensed contractor).
- E. Windows identified in need of repair and/or replacement during inspection shall be repaired or replaced by the owner only utilizing a licensed contractor in accordance with written specifications approved by the Board. Owners of units who receive a written notice advising their apartment has a window requiring repair or replacement must submit a written repair or replacement proposal prepared by a licensed contractor for review and written approval by the Board prior to commencement of work.
- F. The owner shall promptly notify the Association upon completion of the repair and/or replacement of any window, and schedule an inspection by the Association or an inspector retained by the Board to verify compliance with this Policy.

7. If a unit owner fails to follow requirements imposed by the Board pursuant to this Policy, the Association, after reasonable notice, may enter the unit to perform the requirements with regard to such high-risk components at the sole cost and expense of the unit Owner, which costs and expenses shall be a lien on the unit as provided in HRS Section 514B-146.

8. Nothing in this Policy shall be deemed to limit the remedies of the Association for damages, or injunctive relief, or both.

The Written Policy was adopted by the Board of Directors of the Association of Apartment Owners of Fairway House at its Meeting held on 8/15/2013.



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Secretary  
Board of Directors  
AOAO Fairway House