

# CARLTON PLACE

## RULES AND REGULATIONS

REVISED 2008

The following are the Rules and Regulations for The AOA of Carlton Place (1534 / 1540 Magazine St.) The primary purpose of these Rules and Regulations is to protect all residents from annoyances and nuisance caused by improper use of Carlton Place, and also to protect the reputation and desirability of Carlton Place. The Rules and Regulations are for the benefit of the residents; please abide by them.

The Rules and Regulations supplement, but do not change, the obligations of the all apartment owners, all tenants and all guests. As set forth in the Declaration of Condominium Property Regime (“Declaration”), and By-laws of the Association of Apartment Owners (“By-Laws”) pertaining to Carlton Place, as they may be amended from time to time. In the event of any inconsistency between the Rules and Regulations and the Declaration or the By-Laws, the Declaration and the By-laws shall control.

The Board of Association of Apartment Owners (the “Board”) shall be responsible for the enforcing these Rules and Regulations. The Board may delegate authority to the Property Managing Agent in their enforcement. All apartment owners and other occupants, tenants and guests must abide by these Rules and Regulations, Declaration, and By-Laws. Each apartment owner is responsible for the actions of any persons residing in or visiting his/her apartment. Apartment owners are responsible for any and all fines assessed his/her unit.

From here forth, the Board of Directors shall be referred to as the BOD, and the Property Managing Agent shall be referred to as the PMA.

### **AFTER HOUR EMERGENCIES:**

- If an emergency concerns FIRE, POLICE or MEDICAL (EMS) --- **DIAL 911.** Also call POLICE for ongoing noise and domestic disturbance, or illegal activities and report the violations to the PMA during normal business hours.
- If an emergency concerns plumbing, electrical, etc. *which endangers life or property and cannot wait* until the next business day, call an appropriate licensed repair company and notify the PMA as soon as possible. (see attachment)

## **RIGHT OF ACCESS:**

- Association has an irrevocable right to enter any apartment at any time reasonably convenient to the occupant within 48 hours advance notice of such entry as be necessary for operation of property e.g. repair and maintenance.

In case of an emergency, the right of entry shall be deemed granted whether occupant is present or not, to prevent damage to the common areas or to other apartments.

## **OWNERS AND OCCUPANTS RESPONSIBILITIES:**

- READING AND ABIDING BY DOCUMENTS.  
Owners are responsible to read and abide by the Bylaws, House Rules and Policies of the Association. All family members, occupants, resident guests and invitees shall observe these rules. You are also expected to be guided by reasonable conduct, common sense, courtesy, respect and a sense of community.
- NO ILLEGAL ACTIVITIES  
Owners shall not use or permit your apartment, the building or common areas to be used for unlawful, improper or offensive purposes or illegal activities.
- RIGHTS OF OTHERS  
Owners and their family members, occupants, resident guests and invitees shall not infringe upon the rights of others owners and occupants to peaceful enjoyment of their apartments or common areas and faculties. No one shall infringe upon the rights of the Association's employees and vendors, nor shall anyone interfere with their responsibilities and duties.
- CONDUCT  
Owners are personally responsible for the conduct of any family members, occupants and guests residing in or visiting your apartment. Owners are personally responsible and liable for all fines, costs of enforcement, injunctive relief costs and reasonable attorneys' fees to enforce the House Rules, Bylaws, etc.
- SECURITY  
Owners and their family members, occupants, resident guests and invitees shall not do anything to jeopardize the security of the building, such as lockboxes, unlatch gates, doorsteps, etc.
- MAINTENANCE  
Owners and occupants are responsible for maintaining their apartment and parking stall in a good, clean, safe, etc. condition.

- CLEAN, REPLACE, REPAIR  
Owners are responsible for any deliberate or accidental “mess” and/or damage made by you, your apartment occupants, or your guests/visitors. Litter, spills, broken glass, pet feces, etc. must be cleaned and addressed immediately.
- TRESSPASS  
The AOA of Carlton Place, reserves the right to refuse property access to any person(s) who poses a threat to the owners/occupants or to the property. ***Any and all illegal acts committed on the property shall be subject to criminal charges.*** Law enforcement will be notified and a temporary restraining order shall be instated.

## **OWNER’S “RENTAL UNIT” RESPOSIBILITIES:**

- A guest is anyone who resides in the apartment more than 24 hours and less than 30 (thirty) days. Persons staying longer than 30 (thirty) days must be registered with the PMA.
- REGISTRATION FORM  
Owners and their rental agents are responsible for providing the “Carlton Place” Property Managing Agent with a current tenant/occupant registration form. Forms must be filed with the Managing Agent within 10 (ten) business days of occupancy. This form must include the names of ALL occupants, along with their “emergency” contact numbers (both residential and work.)
- DISTRIBUTION OF THE RULES AND REGULATIONS  
Owner shall be responsible for ensuring that the tenant/occupant receives a copy of the Rules and Regulations. All occupants must sign a statement acknowledging receipt of these Rules and Regulations. Owners and their rental agents are responsible for providing the “Carlton Place” Property Managing Agent with a copy of this receipt within 10 (ten) business days of occupancy.
- TRANSIENT VACATION RENTALS  
Apartments rented for less than 30 (thirty) days to transient occupants, are prohibited unless the owner of the apartment has obtained the requisite nonconforming certificate for transient vacation units from the City and County of Honolulu.
- OFF ISLAND OWNERS  
Owners are responsible for designating a Hawaii agent to represent their interests if their permanent residence is outside of Hawaii or if they will be absent from the state for more than 90 days.
- CONDUCT OF TENANTS  
Owners are personally responsible for the conduct of any occupants residing in, moving into or out of their apartment, and for the conduct of any guests or visitors visiting their apartments. *If owners are unable to control the conduct of their tenants/occupants, the owners upon the written request of the Board of Directors, promptly remove such*

*tenants/occupants from the premises, without claim for loss of rentals or for any damages resulting there from.*

- **SIGNS**

Signs including, “For Sale”, “For Rent”, “Open House”, etc. will be strictly regulated according to policy approved by the Board of Directors.

## **SAFETY ISSUES**

*(Require an immediate response within 24 hours and a fine of \$100.)*

- NO potentially dangerous substance or articles, such as explosives, flammable liquids, accelerates, fireworks, gun powders, etc. may be stored in storage closets.
- Weapons (hand guns, rifles, bb guns, air soft guns, paintball guns, etc.) are strictly prohibited from being fired / utilized on property. Possession of weapons in “common areas” is prohibited. (Law enforcement may be notified.)
- NO vehicle shall exceed the speed limit of 5 (five) miles per hour while on property. Vehicle shall be driven in a manner deemed “safe.”
- The use of fireworks on the property is strictly prohibited.
- No climbing up or down railings.
- Air condition units that malfunction or are improperly installed. Please see “Air Conditioner” section for specific details.
- Obstruction to walkways or hallways (common areas) is prohibited and will require an immediate response. This would be considered a safety issue, as well as, a fire code violation.
- Smoking is **PROHIBITED** in ALL of the common areas. Hawaii Revised Statutes prohibit smoking in enclosed or partially enclosed areas within multifamily dwellings that are open to common use of all unit owners/occupants, including but not limited to lobbies, hallways, corridors, and stairways. (It is against the law.)
- Discarding ash or cigarette butts in any of the common areas (parking area, walkways, hallways, etc.) is strictly prohibited.
- Owners/occupants who do not clean/pick up feces belonging to their pet(s).
- No clothes washer or dryers (gas or electric) may be installed in any units in the “A” or “B” buildings.
- No owner (or tenant) may access the roof of any of the buildings without written approval from the Board of Directors. Access to the roof will only be granted to owners with a signed “waiver of liability”, which will be kept on file, as Carlton Place will not be held responsible for any injuries that may occur.

- Water beds, hot tubs, spas, etc. are prohibited.
- Owners are responsible for liability to any persons (guests, contractors, repairman, etc) invited or hired by said owner

**PROHIBITED ACTIVITIES:**

- OFFENSIVE ACTS:

No one shall make or permit to be made any behaviors or acts which are considered to be disturbing, offensive, lewd, noxious or dangerous and which will infringe on the rights, comforts, and convenience of other occupants, and/or employees and vendors of the Association.

- NOISE

The following pertains to apartment units as well as the common areas (garage, stairwells, walkways, the storage area, etc.) No one shall make or permit to be made, any disturbing noises, which shall in any way, annoy or interfere with the rights, comforts, and convenience of other occupants. **Excessive noise** from social gatherings, musical instruments, alarm clocks, tools and other machinery sounds, TV’s, car/home stereos, radios, etc. shall be set reasonably low and ***bass sounds vibrations shall be minimized*** to avoid disturbing other occupants at all times. *(\*Please consider parking area noises resonate through the corridor and into the bedroom windows.)* Carlton Place expects owners and occupants to be guided by reasonable conduct, common sense, courtesy, respect and a sense of community.

“QUIET HOURS”	Sunday – Thursday	10:00 pm to 8:00 am
	Friday and Saturday	12:00 am to 8:00 am

- ODORS

No one shall make or permit to be made any noxious and offensive odors, which shall in any way, annoy or interfere with the rights, comforts, and convenience of other occupants.

- DAMAGES

No one shall damage or deface the common areas or any property belonging to Carlton Place. Any cost to repair, replace or restore the property to its original condition shall be paid by the apartment owner responsible for the damages. ***Illegal acts of property damage shall be subject to criminal charges.*** Owners are personally responsible for the conduct of any occupants residing in, moving into or out of their apartment, and for the conduct of any guests or visitors visiting their apartments.

- SOLICITING

No one shall be permitted to do solicitations of any kind, except with the express written permission of the BOD.

- LITTER

Owners are responsible for any deliberate or accidental “mess” and/or damage made by you, your apartment occupants, or your guests/visitors. Litter, spills, broken glass, pet

feces, etc. must be cleaned and addressed immediately.

- **LANDSCAPING**

No one shall change, remove, transplant, damage, etc. the ground's landscaping, except with the express written permission of the BOD.

- **COMMERCIAL BUSINESS**

No commercial or business activities shall be carried on in any unit.

## **COMMON AREAS**

*Common areas shall be defined as all areas of the building commonly shared with all residents of the building. This is identified as, but not limited to, the following areas: hallways, walkways, stairwells, yard / garage / parking / laundry / refuse areas, etc.*

### **LAUNDRY AREA HOURS: 8:00am to 9:00pm**

(Last load into the dryer started by 9:00 pm. NO EXCEPTIONS)

### **RESIDENTS MAY NOT:**

- Place garbage containers or other items of refuse outside an apartment in walkways.
- Walkway/hallways shall not be obstructed by items of personal property including, but not limited to, chairs, tables, baby carriages, shopping carts, bicycles, tricycles, surfboards, BBQ, etc.
- Articles such as cigarette butts or other smoking matter, rubbish, litter, dust, water, etc. Shall not be swept, discarded or thrown from walkways, doors or windows. No one shall "beat" rugs in the hallways.
- No one shall be permitted to cook or BBQ in the hallways.
- No one shall be permitted to play with or throw balls, roller skate, skateboard, bicycle, or other similar activities in the parking areas.
- Use breakable or glass containers.
- Newspapers, packages, mailings, phonebooks, etc. must be removed from doorsteps within 24 hours of delivery.
- No signs, signals or lettering shall be inscribed or exposed on or at any window, wall, door or garage stall nor shall anything be projected out of any window.
- Watering plants, sweeping, or mopping walkways will be done in a way that will not create a nuisance to persons residing in lower or adjacent apartments or to persons on the grounds of the premises. Water buckets from a/c unit may not be dumped over the side of the railing.
- No one may wear shoes with metal cleats that may cause damage to coating on walkways.

- No awnings, antennas, or other objects shall be attached to any exterior surface of the building, unless approved by the BOD.
- No one shall place or build structures, such as fences and walls, or any additions or alterations to any common element of this project.
- Valuables should not be stored in the outdoor storage closets. It is the sole responsibility of the owners to take proper measures to protect their items. The AOA of Carlton Place will not be responsible for lost or stolen items.

#### **RESIDENTS MAY:**

- Install a metal type security door in place of a screen door with the written approval from the BOD. Owners please check with the BOD for approved style, color and model #.
- Install metal type security bars over unit windows with the written approval from the BOD. Owners please check with the BOD for approved style, color and model #.
- One shoe rack is permitted per unit but shall be limited to 36 in. long by 12in. deep by 36in. high. Color limited to black, white, brown or tan.
- Holiday decorations may be placed on unit doors and windows 21 days prior to the holiday and must be removed within 7 days after the holiday.
- Potted plants suitable to walkways may be used thereon. The maximum number of potted plants per unit is three (3) if they are smaller size. The maximum size allowed for a pot is not to exceed fifteen (15) inches in diameter. Receptacles must be placed underneath to catch runoff water. Articles that are unsightly shall be removed upon the written request of the BOD. Please see “watering plants” in the “residents may not” section.

*FIRE CODE STATES: a minimum of 36 inches of clearance must be maintained in all passage / hallways.*

#### **REFUSE**

- Placing garbage containers or other items of refuse outside an apartment in walkways is strictly prohibited.
- Putting household garbage in the laundry area trash receptacles is strictly prohibited.
- All garbage must be wrapped or bagged before being deposited into the trash containers. The garbage can lid should be placed tightly on the can after depositing garbage inside.
- No wet garbage or any other object that would tend to create a health hazard may be deposited into the trash containers.
- Cardboard boxes and similar large items **must be “broken down”** before disposal.

- Pet trash (sand, litter, paper, etc.) must be wrapped tightly before disposal.
- Bulk trash items can be placed on the curb fronting Carlton Place no sooner than seven (7) days prior to the City and County pickup schedule.
- Hazardous materials (paint, thinner, gasoline, solvents, auto batteries or other highly flammable substances) **MUST NOT** be placed in any of the refuse receptacles.

## **PARKING**

- All vehicles parked at Carlton Place, do so at the owner's sole risk.
- NO guest parking is provided at Carlton Place.
- NO vehicle shall exceed the **speed limit of 5 (five) miles per hour** while on property. **Vehicle shall be driven in a manner deemed "safe."**
- NO tandem parking of two vehicles.
- Each parking stall is for (1) motor vehicle. A motorcycle / moped may share the space provided it is parked in a fashion that is parallel to the bumper of the vehicle. They can not be parked in a straight line or tandem fashion. Bicycles may not be stored in the stall.
- Vehicles shall be parked properly within the parking stall lines and shall be reasonably centered. Vehicles shall be parked in a manner not to interfere with other parked vehicles, protrude into the footpath/sidewalk or block the driveway.
- Only operable vehicles with current safety stickers and registration may be parked in the stalls. Storage of inoperable vehicles is not permitted. Violating vehicles will be towed after 7 days at the vehicle owner's expense, once a violation notice is served. The commencement of the 7-day period will be determined by the violation notice date and time.
- No items of personal property or items other than the vehicle shall be kept in the stall.
- No vehicle repair work is permitted on the grounds, with exception of emergency repairs.
- No one shall operate a vehicle on premises which creates a loud or offensive noise or emission. Examples: loud car radios, racing / revving engines, tire squealing etc.
- Owners are responsible for the cleanliness of their parking stall, including cleaning or removal of oil and grease build up. Sand, cardboard, carpet, drip pans etc. shall not be placed in stall. Failure to keep stall clean will result in the cleaning of the stall by the AOA of Carlton Place and a \$50 cleaning charge will be assessed to the owner.
- Parking areas may not be used for recreation
- Failure to abide by the parking rules in this section will result in having the vehicle towed



at the expense of the vehicle owner.

## **CAR WASHING**

**Occupant may wash vehicles between the hours of 8:00 am to 8:00 pm.**

- Occupants may not wash their car in the assigned parking stall.
- Occupants may dry and detail their car in the assigned parking stall.
- Occupants shall utilize the water spigot on “C” building in the designated washing area.
- Occupants washing their cars shall not waste water. Water shall be turned off when not in use.
- Occupants may wash their car on premises not more than once a week.
- Guests are NOT permitted to wash their car at Carlton Place. No exceptions.

## **TOWING**

- To tow a car contact Hawaii First or any AOA Carlton Place board member  
If a vehicle is in a common area, the association may have it towed.
- Tow signs are posted. Towing contractor is authorized to tow illegally parked vehicles from the premises. Vehicles parked outside or beyond the parking stall lines are considered illegally parked.
- Owners of towed cars are responsible to pay all towing expenses.
- Residents may have unauthorized vehicles towed out of their assigned stall at their discretion. If a resident decides to tow a vehicle, that resident assumes full responsibility for any errors that may result. The resident must be present when the vehicle is towed from the premises.

## **PETS**

- Only two (2) pets may be kept in any apartment, such limitation will not apply to fish.
- All dogs shall be subject to express written approval from the BOD. Cats, fish and small birds may be kept in the apartments. No animals (cats) may be let loose into common areas. No farm animals, livestock or poultry shall be kept in any apartment.
- Any and all transit of pets through the common areas shall be controlled via leash or pet carrier. Trained and certified “guide” dogs will be the only exception
- Pets shall not be kept, bred or used for commercial purposes.
- Any damage to Carlton Place caused by the maintenance of any pet will be the full responsibility of the pet owner.

- Any pet that is a nuisance or causes unreasonable disturbance to any occupant or causes damage to Carlton Place, shall be removed by the owner promptly upon the written request of the Board of Directors.

## UNIT MODIFICATION

- ***No owner shall allow*** any maintenance, repairs, renovations or remodeling ***work to commence before 8:00am*** and all such work ***shall cease before 7:00pm*** except for emergencies that threatens life or property. Please be considerate of other occupants.
- No owner or occupant shall make changes to or otherwise interfere with electrical, gas or plumbing systems. Water shut off request will be made to the PMA ten (10) days prior to request date.
- Modifications to the interior of apartments which would affect the structural integrity of the building in anyway will not be made without an expressed written approval by the BOD. Only licensed contractors may be used if the modification includes or affects the common elements.
- No owner shall paint, decorate or landscape any entrance, hallway, or planting area to his unit without an expressed written approval by the BOD.
- Nothing shall be allowed, done or kept in any unit or common element that will overload or damage the floors, walls or roof thereof, or which will cause any increase in the ordinary premium rates or the cancellation or invalidation of any insurance thereon maintained by or for the AOA Carlton Place.
- No object shall be mounted on the walls adjacent to apartment entrance doors. Exterior surfaces at apartment entry doors may not be painted, stained or otherwise be treated in a manner which will alter or change their original appearance. Additional deadbolts, replacement door knobs or locks are allowed.
- Damages to the building caused by an owner, resident guest or repair person shall be repaired at the expense of the owner. This includes but is not limited to damages caused by moving furniture, appliances, or any other items in or out of the buildings. If the responsible owner does not repair the damage within fifteen (15) days of the date of the damage, the Association may make the appropriate repairs and assess the owner for the cost of said repairs. (This is subject to a Rules and Regulations violation fine.)
- Windows and window screens are the responsibility of the unit owner. They should be kept clean and in presentable condition. Broken windows or torn screens shall be repaired within fifteen (15) days. Screens may be removed and not replaced. Any draperies or blinds chosen shall be white, beige or brown so they do not detract from Carlton Place.
- Mailbox locks are the responsibility of each owner and residents shall keep them locked.

- No owner or occupant shall install or operate any machinery or equipment, except household appliances (refrigerator, stove, microwave, air conditioner, etc.), in the apartment or on the premises, without express written consent from the BOD.

## AIR CONDITIONERS

- A licensed electrician must be called in to inspect and give written approval as to the appropriate wiring and amps in the switch breaker unit used by each air conditioning unit.
- Written request must then be submitted to the Board of Directors for approval. This approval will be kept on file. This agreement is to ensure the safety to life and property, as an insufficient breaker / outlet is a fire hazard.
- Tenants (non owners) may not install a/c units.
- Owner is responsible for any damages to building caused by a/c unit.
- Completed installation shall be painted to match the exterior of the building.
- All A/C units must have an EER (energy efficient rating) of at least 9.0.  
This not only ensures the unit is energy efficient, but noise efficient as well.

### Requirements for “Living Room” A/C units:

- A. unit may not exceed 12,000 btu’s.
- B. unit must be installed in the top window nearest the front door.
- C. unit **may not** be installed in kitchen area.
- D. unit may not protrude (stick out) from the building greater than 10" (ten inches) from the window frame.
- E. owner is responsible for providing a “drip” bucket for water produced from condensation by the a/c unit.
- F. owner (or tenant) is responsible for emptying “drip” bucket **before** it spills over.  
**Over flowing buckets allowing water to spill onto walkways or hallways is considered a serious safety issue and is subject to “safety” fine.**

### Requirements for “Bed Room” A/C units.

- A. unit may not exceed 6,500 btu’s.
  - B. unit must be installed in window farthest away from adjoining unit.  
(Window closest to the bathroom.)
  - C. unit must be self contained and not drip water (smaller units don’t drip). Dripping water may be considered a safety issue and subject to “safety” fine.
- It is the owner’s responsibility to maintain A/C units. If at any time there is a malfunction with the unit such as water leaks, excessive noise, or anything that disturbs the peace and tranquility of the community, the owner (or tenant) must immediately discontinue use of said unit.
  - **NON COMPLIANCE WITH ANY OF THESE REGULATIONS WILL RESULT IN IMMEDIATE REMOVAL OF A/C FROM UNIT.**

## **PLUMBING**

### **ASSOCIATION'S RESPONSIBILITIES:**

- Carlton Place is responsible for repairs and maintenance of the common element plumbing and damages it causes.
- Carlton Place is responsible for determining the source of the water leaking into the common elements and to recover any repair and damage cost to the common area.
- Carlton Place can require any owner with defective plumbing or fixture to make necessary repairs. If the owner fails to do required repairs after being notified in writing, the owner will reimburse the Association promptly (within 7 days) on demand for all expenses incurred by the Association in performing any such required repairs.

### **OWNER'S RESPONSIBILITIES:**

- Owners are responsible for the repairs and maintenance of the plumbing or fixtures, which service only their apartment, and for any repair or damage cost caused by their unit's defective plumbing and or fixtures.
- Owners are responsible for determining the source of the water leaking into their unit and for recovering any repair and damage cost to their unit.
- Owners and occupant must report all water leakage and or damage to their unit to the Property Managing Agent.

### **DIVISION OF RESPONSIBILITY**

- Carlton Place is responsible for the "cold" water lines until it reaches the apartments individual shut off valve. Once the water passes the shut off valve the responsibility is then shifted to the apartment owner.
- Carlton Place is responsible for the "cold" water lines until it reaches the apartments individually owned water heaters. Once entering the water heater, the responsibility is then shifted to the apartment owner.

### **OTHER**

- PMA can provide available owner and occupant registration information to victims (owners) of water damage. PMA can assist in getting required access to apartments for inspection by giving advanced notice to the unit owner or occupants to provide access at a reasonable time.

- Owners and occupants are required to conserve water. Water shall not be left running for any unreasonable or unnecessary length of time.
- Bathrooms and other plumbing shall be kept in proper working condition (leak free) and only used only for the purposes which they are designed.

## VIOLATION ENFORCEMENT

The Board has adopted the following policy for violation of Association's Declaration, By-Laws, or Rules and Regulations.

- First Offense - a written notice or letter given to owner (and tenant, if applicable).
- Second Offense - a letter sent to owner (and tenant, if applicable) and a \$25 (twenty five dollar) fine assessed against owner.
- Third Offense - a letter sent to owner (and tenant, if applicable) and a \$50 (fifty dollar) fine assessed against owner.
- If any violation continues for a period of 15 days after notice of violation has been given to the owner without resolution or appeal, the continuing violation shall be considered a new violation the unit owner shall be liable to the imposition of an addition penalty of \$50 (fifty dollars) or violation will be referred to Association's Attorney.
- Exceptions will be safety issues which will require an immediate response within 24 hours and a fine of \$100. Violations that pose a risk to life or safety require an immediate response. Carlton Place reserves the right to rectify these types of violations at the owner's expense. Safety issues may include, but are not limited to, those identified in section \*\*\_na\_ of the rules on regulations.
- A \$50 cleaning charge fine may be assessed to violators of the parking rules.

All costs incurred enforcing these Rules and Regulations, including, legal costs, will be charged to the respective owner responsible for the violation.