

Plaza Landmark

ASSOCIATION RULES

*Revised and Adopted
October 1, 1998
Changed March 2006*

THE ASSOCIATION OF APARTMENT OWNERS OF

PLAZA LANDMARK

5333 LIKINI STREET
HONOLULU, HAWAII 96818

ASSOCIATION RULES

To promote the peace, tranquility and well-being of its residents and to protect the value, reputation and desirability of PLAZA LANDMARK, certain rules and regulations must be adopted and enforced. These Association Rules, "Rules", shall serve as the basis for guidelines for the consideration of others in order to create a friendly, pleasant and congenial atmosphere. These Rules apply to, and shall be adhered by, all owners, occupants, their families, guests, invitees and employees. It is the owner's responsibility to ensure that his/her family and/or tenants and their guests, invitees and employees are apprised of and comply with these Rules.

Authority to formulate, revise, and enforce Association Rules is derived from the Declaration of Condominium Property Regime and the By-Laws of the Association of Apartment Owners of Plaza Landmark, "Association", which documents are on file with the State of Hawaii, Bureau of Conveyances.

The Board of Directors, "Board", of the Association has delegated to the Resident Manager the responsibility to enforce these rules and he/she is vested with full authority to that end. If a situation arises that is not addressed by these Rules or other governing documents of the Association, the decision of the Resident Manager, the Managing Agent or the Board will prevail until such time as these Rules may be amended. "Management" as used throughout this document may include any or all of the Board of Directors, the Managing Agent, the Resident Manager and security personnel.

The Board shall not enforce any Rule of the Association of Apartment Owners of Plaza Landmark, which may be in violation of any statute, Federal or State, or any Honolulu City & County ordinance.

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SECTION I – GENERAL

1. All owners, residents and their guests and invitees shall observe these Association Rules.
2. Commercial or business activities, including baby-sitting for compensation, are prohibited.
3. Soliciting of goods, services or religious activities is prohibited.
4. Owners and residents shall not ask nor require Association employees to perform any task with or without compensation.
5. The Association shall not be required to provide access to any apartment.
6. Residents, agents and owners shall notify the Resident Manager when their apartments are unoccupied for more than three (3) days.
7. Loading and unloading of large items which cannot be carried by one person **and bulky construction material** shall be made through the rear entry of the lobby, via the parking garage. Such actions shall be scheduled in advance with the Resident Manager and be made during the established times. Movement of large items requiring the use of an elevator shall require a \$100 cleaning and damage deposit paid prior to the use of the elevator for moving. (Revised 10/20/2003)
8. Noise and other disturbances determined offensive by an occupant may be reported to Management. Noise caused by apartment repair or modification during the established times shall be allowed.
9. Any person found removing, vandalizing, and/or defacing Association property may be subject to criminal and/or civil prosecution.
10. All residents shall register with the Resident Manager. Owners who rent their units shall provide the Resident Manager with the name and telephone numbers of their rental agents.
11. It is the owner's responsibility to ensure his/her tenants receive and review a copy of these Association Rules and abide by them.
12. A **\$100.00 Registration Fee** is required at time of registration with the Resident Manager. This fee does not take the place of the \$100 elevator damage **deposit** as outlined in Item 7 (Adopted 03/08/2006).

SECTION II – APARTMENT USE

1. No signs, signals, or lettering shall be inscribed or exposed on or at any window, wall, door, garage stall, or in any common element, nor shall anything be projected out of any window.
2. No bicycles, toys, materials, equipment, or other personal property shall be placed, maintained, or stored in the lanais, except for a reasonable number of plants displayed in a tasteful manner and appropriate lanai furniture.
3. Window coverings are required on all exterior glass walls and shall be limited to drapes, blinds (vertical or horizontal) and shutters that are beige or off-white in color. Window tinting by individual owners and/or tenants is not allowed. Window coverings will be kept in good repair. Window coverings that are not in accordance with this rule shall be removed and replaced at the expense of the apartment owner in order that the exterior of the building presents a uniform appearance.
4. Plumbing equipment such as toilets and garbage disposals shall be used only for the purposes for which they are constructed. Sweepings, diapers, rubbish, rags, paper and other such items shall be disposed of through the trash chute and not through the plumbing system. Apartment owners shall be responsible for damage resulting to the building, its facilities and systems or other apartments from such misuse.
5. Water beds are prohibited.
6. Open flames or the use of grills or hibachis is prohibited within any apartment or on its lanai. Designated or approved open flame cooking is located in the area adjacent to the swimming pool.
7. Installation of air-conditioning units which may be seen from the exterior of the building requires the prior, written approval of the Board and must be installed according to the plans approved by the Board. Units installed without such prior, written approval or not in accordance with approved plans shall be removed at the expense of the apartment owner. Installation requirements are available from the Resident Manager.
8. Care must be taken when cleaning lanais so that debris is not carried to other apartments.

SECTION III – COMMON AREAS

1. Hallways, stairways, walkways, lobbies, elevators and storage corridors shall not be obstructed.
2. No personal property whatsoever or refuse shall be left, stored or allowed to stand in any hallways, stairways, lobbies, elevators, parking areas, or other common area.
3. Fire doors are constructed to close automatically and shall not be propped or held open for any reason.
4. Misuse and abuse of or tampering with fire prevention equipment is prohibited. Persons found in such acts may be subject to criminal prosecution.
5. Occupants shall not use, bring onto or allow to be brought onto the premises hazardous, highly flammable, or explosive substances.
6. Occupants are urged not to allow unknown persons to 'tailgate' through an entrance to the building or into an elevator. Persons observed attempting entry to the building in this manner should be reported to Management or Security immediately.

7. Eating, smoking and general horse playing is prohibited in the elevators, main lobby, and common interior hallway areas.
8. Skateboarding, roller blading, etc. is strictly prohibited anywhere on the property.
- 9. Pedestrian use of the vehicle access gates is prohibited for safety reasons. The pedestrian gate located at the right side of the property will be used for foot traffic for residents and guests. (Adopted 8/28/2000)**

SECTION IV - PARKING

1. Vehicles parked in the garage by residents must be registered with the Resident Manager.
2. While on the property, drivers shall obey all posted signs and speed limits. While in the garage, headlights shall be turned on while their vehicles are in motion.
3. Parked vehicles shall not extend beyond the limits of a parking stall or interfere with the flow of traffic. Large or full sized vehicles shall be parked in the stall as far in as possible to prevent impeding the flow of traffic.
4. Maintenance of vehicles is limited to checking of and adding to fluid levels; all repair except changing tires and batteries or jump starting is prohibited. Engine racing and tire squealing are prohibited.
5. Parking areas shall not be used for recreational activity.
6. Only operating and properly registered, wheeled vehicles may be placed or parked in parking stalls, **except wheeled vehicles may be parked if covered with a car cover in good repair.** (Revised 6/18/2001)
7. Replacement or additional transmitters may be purchased from the Resident Manager.
8. Vehicle cleaning with water shall be permitted only in the Car Care Area (at the Ewa end of the parking garage outside of the security gate) between 6:00 a.m. and 9:00 p.m. Cleaning and waxing without water in the stalls is permitted. The use of the Car Care Area is limited to owners and residents only.
9. Vehicles found in violation of these Rules may be towed immediately without notice to, and at the expense of, the vehicle's driver or owner.
10. Guest parking is allowed in marked stalls only. It is the resident's responsibility to inform their guests of these parking regulations:
 - a. Guest parking is limited to two (2) hours.
 - b. All guests' cars must be signed in on the register log inside the front door.
 - c. Guest parking is prohibited between the hours of 2:00 a.m. and 5:00 a.m.
11. Any vehicle which is on property and not parked in a marked stall is subject to towing.
12. Vehicles identified as belonging to residents and found parked in those stalls reserved for guests are in violation of these Rules and are subject to towing.

13. Each owner and resident shall be responsible for the cleanliness of their assigned parking stall(s). The Association or a designed representative will inspect the parking stalls periodically. Owners and residents will be notified of any deficiencies via a posted list on the bulletin board in the Mail Room. Once every six months or as determined by the Board of Directors, owners and residents of substandard parking stalls will be notified two weeks in advance of scheduled cleaning. The notice will be posted on the bulletin board and mailed to each owner. Stalls that are deemed substandard will be cleaned by the Association and the owner billed a cleaning charge. The amount of the cleaning will be determined by the Board of Directors. A substandard condition is when one or more of the following exists:
 - a. Wet oil and/or grease spots, sufficient enough to enable smearing or tracking onto common areas of the parking structure.
 - b. Built-up grease and general evidence of long-term accumulation of oil.

NOTE: Fire regulations strictly prohibit the use of any article of any kind, i.e., metal containers, cardboard, cat litter, etc. to collect drippings.

14. **The installation of garage storage bins are allowed in accordance with the established Storage Bin Policy. Only storage bins provided and installed by the AOA are allowed.** (Adopted 1/22/2001) **The storage of fold-up wheeled carts will be allowed in individual parking stalls.** (Adopted 2/26/2001)

SECTION V – BICYCLES, SURFBOARDS, MOPEDS AND MOTORCYCLES

1. Except as specifically provided herein, bicycles, **surfboards**, mopeds and motorcycles shall not be brought into, stored or transported through any common element. Bicycles **and surfboards** shall not be brought into the building, **but may be stored in the bicycle/surfboard secured storage outside the main entrance to the garage.** (Revised and effective 1/1/2000)
2. Residents shall park their motorized vehicles only in their assigned stalls; guests shall use visitor parking for such vehicles.
3. Two wheeled vehicles may be placed or parked in assigned stalls simultaneously with a four wheeled vehicle so long as such tandem parking is entirely within the confines of the stall as provided in Section IV.
4. Bicycles shall be placed or parked only in those designated areas where bicycle racks or other facilities are provided, or in the assigned parking stall.
5. Bicycles, motorcycles and mopeds shall be ridden to and from parking stalls on the paved driveways only.
6. **Motorcycles may also be parked in designated parking areas in the garage in accordance with the Motorcycle Parking Policy.** (Adopted 6/18/2001)

SECTION VI – PETS

1. The owner(s) of an apartment in which a pet is kept assume(s) all liability for any personal injury or property damaged as a result of pet(s) kept in his/her/their apartment and such owner(s) shall indemnify and hold harmless the Association for any such injury and/or damage.
2. Except for paragraph 1 immediately preceding, no rule in this section shall apply to an animal which has been trained and certified to assist impaired persons.
3. Only one dog (not to exceed 30 lbs.), one cat, one small caged bird, and/or one fish tank shall be kept in an apartment. (Revised 7/14/2003)
4. No pet shall exceed thirty (30) pounds in weight.
5. Prior written approval shall be obtained from the Board before a dog is kept in any apartment. A photograph of the dog shall be provided to the Board.
6. Pets shall not be kept, bred, or used for any commercial purpose.
7. No visitor's pet shall be allowed on the premises.
8. Pets shall not be allowed anywhere in the common element unless carried.

SECTION VII - REFUSE

1. All refuse must be placed in plastic bags and sealed or tied before being deposited into the refuse disposal chute.
2. Large items which will not easily fit into the chute, bottles and other glass, grease, cat litter and inflammable or explosive or other dangerous materials shall not be placed in the chute, but shall be carried to the disposal bins on the first floor or at the refuse collection area.
3. Smoking material shall be placed only in the proper receptacles and shall not be extinguished or thrown in or onto common areas, nor shall they be thrown from any apartment.

SECTION VIII – SWIMMING POOL AND SPA

1. Use of the term, "Pool Area", in this section includes the pool, the spa and the entire enclosed pool/spa area.
2. There is no lifeguard on duty. Any person using the pool or other recreational facility does so at his/her own risk. The Association shall not be responsible, nor assume liability, for any personal injury or property damage.
3. Use of the Pool Area and other recreational facilities is limited to the residents of Plaza Landmark and their guests, provided however that the number of guests from an apartment be limited to two (2) at any one time.
4. There shall be no defecating or urinating in the pool or spa.
5. Persons in transit through the lobby area to the pool, exercise room, or recreation area are expected to be properly attired. Proper attire is deemed to be, at the very minimum, in addition to swimwear, a shirt or blouse and footwear. (Slippers are appropriate.)
6. Food and glassware are prohibited in the Pool Area.
7. The Pool Area is open from 9:00 a.m. every day until 9:00 p.m. Sunday through Thursday and 10:00 p.m. on Fridays, Saturdays, and days before designed building holidays. Pool Area users shall ensure that the gate is latched closed after entering and exiting the pool/spa area.
8. Only appropriate swimming attire is permitted. Hair pins and nets, clips and similar devices which may damage mechanical equipment are prohibited. Babies and small children not yet thoroughly toilet trained shall wear rubber pants over diapers while in the pool.
9. All persons entering the pool or spa shall first shower in order to remove lotions, oils, sand, and dirt.
10. After using the pool or spa, all persons shall dry themselves thoroughly before entering the building.
11. Running, pushing or shoving, boisterous and loud conduct in the Pool Area, or loud playing of radios is prohibited.
12. Pets, toys, surfboards, and diving gear or swimming gear except fins, masks, **and kickboards** are prohibited in the Pool Area. (Revised 10/20/2003)
13. Association furniture shall not be removed from the Pool Area.
14. The following Board of Health regulations are included in these Rules:
 - a. All persons known to be or suspected of being afflicted with an infectious disease, suffering from a cough or cold, having sores or wearing bandages, or urinating shall be excluded from the swimming pool and spa.
 - b. Spitting, spouting of water and nose blowing in the swimming pool is strictly prohibited.
15. The use of any smoking materials inside the enclosed Pool Area is prohibited.

SECTION IX – PARTY ROOM AND OTHER AMENITIES

1. Reservations are required for use of the Party Room, **and may be reserved no more than sixty (60) days in advance.** Only one reservation per apartment may be established at any one time. **Parties will be limited to a maximum of twenty-five (25) guests.** (Revised 9/15/2003)
2. No furniture, appliance, equipment or furnishings belonging to the Party Room may be removed there from.
3. The Party Room is available for use from 9:00 a.m. every day until 9:00 p.m. Sunday through Thursday and 11:00 p.m. on Fridays, Saturdays and holiday eves. Management reserves the right to terminate any function at any time which in Management's discretion has become disorderly and/or disruptive to other residents.
4. The exercise room and pool area shall not be reserved or used in conjunction with the Party Room. The barbecue area nearest the building may be reserved with the Party Room if desired. **Other barbecue areas may be reserved as well, please contact the Resident Manager for information. A community tent for the Party Room lanai area is available for rent at a cost of \$25 per event, which includes set up and dismantle by Association staff.** All outdoor activity must be terminated not later than 9:00 p.m. Sunday through Thursday and 10:00 p.m. on Fridays, Saturdays and holiday eves. (Revised 1/24/2000 and 6/19/2000)
5. Not later than the last business day prior to the reservation date, the resident host shall, in the following order, (1) deliver a deposit of \$350 to Management, (2) inspect the room with Management prior to the event in order to establish/record any discrepancies and (3) be given a key to the room.
6. Not later than two business days after the reservation date, Management shall, in the following order: (1) receive the key for the room from the resident host, (2) inspect the room with the host to ensure its cleanliness and that no damage was incurred, and (3) return the deposit to the resident, provided however, that should any damage be found or the room not be cleaned to appropriate standards, Management shall continue to hold the deposit until all discrepancies are cleared. Management may, at its discretion, use any or all of the deposit to repair damage and/or clean the room. Should the cost of repairs exceed the amount of the deposit, the amount in excess of the deposit shall be charged to the owner of the apartment on whose behalf the reservation was initially made.
7. Eating, smoking and general horse playing are prohibited in the exercise room. **Use of the universal equipment (weight machines) in the exercise room will be terminated not later than 9:00 p.m. Sunday through Thursday and 10:00 p.m. on Fridays, Saturdays and holiday eves.** Smoking and general horse playing are prohibited in the laundry room. (Revised 11/27/2000)
8. The gas barbecues are in operation from 9:00 a.m. every day until 9:00 p.m. Sunday through Thursday and 10:00 p.m. on Fridays, Saturdays and the days before designed building holidays. Users shall ensure that the gas is turned off after their use.
9. Guests at the party shall not park on the property.

SECTION X – VIOLATION OF ASSOCIATION RULES

1. In addition to other remedies available to the Association for violation of the Association rules, fines may be imposed as follows:
2. Fines of up to \$100 per day may be imposed for each violation, for each day a violation continues.

APPROVED AND ADOPTED BY THE
BOARD OF DIRECTORS OF THE
ASSOCIATION OF APARTMENT OWNERS OF
PLAZA LANDMARK

OCTOBER 1, 1998

Revisions and new language after October 1, 1998 to November 2003
are in **bold and underlined**

Revisions and new language after November 2003 to March 2006
are in ***bold italic and underlined***