

REGENCY TOWER

HOUSE RULES

2016 EDITION

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**PURPOSE:**

To insure the peace safety, tranquility and well being of the residents of this condominium, certain rules and regulations are necessary and must be enforced. Therefore, the purpose of Regency Tower House Rules is to protect all residents from annoyance caused by improper conduct in a cooperative living arrangement and to provide the maximum enjoyment on the premises by all. These House Rules are based on common sense and consideration for others and on concerns for safety and security. They apply equally to all residents and their guests and will be enforced by the Board of Directors, Resident Manager and Managing Agent. Your attitude and that of your neighbors toward both the written House Rules and the less formal, unstated rules of conduct regarding respect for the needs and rights of others living in our complex will determine the quality of life to be realized at Regency Tower.

**AUTHORITY FOR RULES:**

1. Hawaii Revised Statutes, Chapter 514B entitled "Condominium Property Act" is the basic condominium law. Important in this statute are the provisions for the Declaration, By-Laws and House Rules of the Association of Apartment Owners of Regency Tower.
2. The Association's By-Laws provide that the Board of Directors may adopt house rules which are binding upon all residents and their guests and that these rules may be modified and amended from time-to-time by the Board.
3. The House Rules are supplementary to limitations and restrictions set forth in the Declaration and By-Laws governing the use of the project and are not exclusive or exhaustive.
4. This edition of the Regency Tower House Rules supersedes all previous editions.

**HOUSE RULES DEFINITIONS:**

- Resident: A person who resides at Regency Tower.
- Owner: A person or persons holding legal title through recorded deed or agreement of sale to an apartment and the common interest appurtenant thereto.
- Tenant: A person entitled to the use or occupancy of an apartment at Regency Tower and/or whose is identified on a lease as a bona fide resident of a said apartment.
- Guest: A person who visits a resident at Regency Tower.
- Common Areas: The building, grounds, lobby, corridors, stairwells, parking areas, swimming pool, BBQ area, recycle bin room, equipment rooms and all spaces exclusive of apartments.
- AOAO: Association of Apartment Owners of Regency Tower.
- Apartment or Unit: The space enclosed by the walls, floor, ceiling, door and windows of an individual unit, including installed carpet, drapes, fixtures and appliances.
- Board or BOD: The Board of Directors of the Association of Apartment Owners of Regency Tower.
- Resident Manager: A person hired by the BOD to oversee physical and day-to-day operations of the project, whose responsibilities also include security, maintenance and enforcement of house rules.
- Managing Agent: The entity selected by the Board to provide property management services to the Association.

## VIOLATIONS:

The violation of any House Rule adopted by the Association of Apartment Owners of Regency Tower will give the Board or its designated agent the right to:

1. Enjoin, abate or remedy any violation by appropriate legal proceedings, either at law or in equity, the continuance of any such breach and all costs thereof, including attorneys' fees, which shall be borne by the defaulting apartment owner.
2. Establish such penalties and fines as it deems appropriate with respect to enforcement of the House Rules adopted pursuant to Article V, Section 4, of the By-Laws; provided such penalties and fines are not inconsistent with any applicable law or the provisions of the AOA's Declaration, By-laws, or these House Rules, and the unpaid amount of such penalties and fines against any apartment owner shall constitute a lien against the apartment which may be foreclosed by the Board or Managing Agent in the same manner as provided in the Condominium Property Act for common expenses. (See, By-Laws, Article IV, Sec. 1, Paragraph k).
3. Enter the apartment in which, or as to which such violation exists and to summarily abate and remove, at the expense of the defaulting apartment owner, any structure, thing or condition that may exist therein, contrary to the intent and meaning of the provisions hereof and the Board or the Managing Agent shall not thereby be deemed liable for any claim of trespass. (For more details see "Penalties.")

## HOUSE RULES:

1. Prior to, or at the time of taking occupancy of a unit, all owners, owners' agents and residents must sign a registration form with the Resident Manager, acknowledging they have read, understood and will abide by these House Rules. Failure to complete or sign a registration form will not preclude enforcement of these House Rules. All residents must also ensure that their guests abide by these House Rules. Owners and residents are responsible for the conduct of their guests, who must abide the House Rules at all times
2. All persons subject to these rules are encouraged to report violations to the Resident Manager or the security guard on duty. Written reports and/or complaints may be made to the Resident Manager or by addressed to the Board and delivered in person to either the Resident Manager, or by mail to the Managing Agent
3. All posted signs in and around the building must be obeyed and will be strictly enforced.
4. No soliciting of any kind will be permitted on the premises - except as approved in writing by the Board.
5. Owners and residents may not request employees of the Association or Managing Agent perform any services outside the scope of their respective job duties for the Association without first obtaining the written consent of the Board.
6. No item of personal property will be stored in any electrical room, or anywhere else on or about the Common Areas of the project except as may be permitted by the Declaration, Bylaws or these Rules
7. The Board in a manner consistent with the Condominium Property Act and the By-Laws may amend these House Rules from time-to-time.

**COMMON AREAS:** The building, grounds, lobby, corridors, stairwells, parking areas, BBQ area, swimming pool, trash bins, recycle bin room, equipment rooms and all spaces exclusive of apartments.

Common Areas will not be obstructed or used for any purpose other than ingress and egress from the units or for their designated use.

1. Storage of any kind and the parking of bicycles, motor vehicles and mopeds are prohibited in Common Areas except in area(s) for storage of these items as the Board may specifically designate.

2. Stairwells shall be kept free and clear at all times and are not to be used for storage of any kind.
3. For safety reasons, no one is allowed to loiter or play in the elevators, stairwells, walkways, parking areas, ramps, lobbies, hallways, landscaped areas or any other Common Area - nor shall bicycles, tricycles, skates, skateboards, roller blades or any other piece of recreational equipment be used anywhere on or about the Common Areas.
4. Nothing will be thrown, swept or shaken from the windows and doors of any unit.
5. No personal item or object (i.e., shoes, bicycles, carts, etc.) shall be allowed outside the exterior doors of units, or in Common Area hallways or corridors.
6. Association furniture placed in the Common Areas is for use in those specific areas and shall not be moved.
7. No open food and beverage containers are allowed in the lobby, elevators and hallways.
8. Common Area flowers, plants and trees or any landscape item may not be picked or disturbed.
9. SMOKING, including the use of ELECTRONIC smoking devices is STRICTLY PROHIBITED in all Common Areas, except for the specifically designated smoking area located back of building at Ewa lawn concrete pad. *(The term "Common Areas" includes, but not limited to all parking areas, benches near Security booth, elevators, lobbies, hallways, meeting room, barbeque area and swimming pool area.)*
10. Notices placed on the bulletin board by residents will be limited to 3" x 5" index cards. Notices will be posted no longer than 30 days. No outside vendor or solicitation notices shall be allowed
11. Trash - Dumpsters are for household trash only. Large cardboard cartons must be flattened. Larger items are to be hauled away at owners' expense, or disposed of in accordance with applicable Bulk Item Pick-up Regulations as established by the City and County of Honolulu. (See Resident Manager for details). Trash containers, trash bags and the like will not be placed outside the door, in stairwells or in common area ashtrays. Trash is to be disposed in the dumpsters on the first level. No trash is to be thrown into the dumpsters from the 2nd or 3rd level parking deck. No Dumpster Diving, which includes Recycle Bin(s), and common area trash receptacles. Removal of any recycles from recycle bin(s) is an automatic \$100 fine.
12. At no time may a resident or guest affix a lock, chain or any other security device to any portion of the Common Areas unless designated for the purpose, as for an example, a bike rack. Mopeds are the exception. Since mopeds cannot be secured to the bike racks and are vulnerable to theft, the Board will allow securing a moped to a Common Element. The securing device must have a protective covering so as not to damage the Common Element to which it is attached, and may not impede ingress and/or egress to the project. . Any damage to the Common Elements and/or personal injuries resulting from a securing device is the resident's responsibility for which the Association assumes no liability.

#### DAMAGE TO COMMON AREAS:

1. Owners are responsible for the cost incurred of repairing any damage or defacing to any Common Element whether caused by themselves, their tenants or guests or by accident or malfunction of any appliance, equipment, installation or fixture in their unit, and/or plumbing serving only their unit, and will be billed accordingly for said costs.
2. All residents must give immediate notice to the Resident Manager of any damage accident or injury to the exterior of the building or to any of the Common Areas.

## MAINTENANCE OF APARTMENTS:

*The By-Laws require in Article V Section 2, "Every apartment owner and occupant shall reimburse the Association promptly on demand all expenses incurred by it in repairing or replacing any uninsured loss or damage to the common elements or any furniture, furnishings and equipment thereof caused by such owner or occupant or any person under either of them and shall give prompt notice to the Managing Agent of any such loss or damage or other defect in the project when discovered."*

## APARTMENT USE:

1. As set forth in the By-Laws in Article V, Section 3, Apartments must be used for residential purposes only. Any commercially trafficked business is prohibited. This shall not be construed to prohibit the accessory or incidental use of a portion of an apartment for a study or home office, which is appropriate or helpful to the conduct of the residents' business affairs and/or pursuant to the By-Laws.
2. Occupancy: Subject to the terms of the apartment lease and the By-Laws of the Association, an apartment owner may lease his apartment or make it available to guests, but the person or persons leasing, renting or living in the apartment shall abide by the House Rules and the owner shall assume responsibility for the occupants' conduct. The owners must notify the Resident Manager of the names and length of anticipated occupancy of lessees, renters or guests and provide a copy of these House Rules, provided that there shall be no occupancy for a period of less than thirty (30) days.
3. Owners shall be responsible for designating a local agent to represent their interest if they reside outside the island of Oahu or if they will be absent from the apartment for more than thirty days. Such owners shall file in writing with the Resident Manager their designated local agent's address and telephone number, as well as the owner's permanent address and telephone number.
4. All residents must notify the post office and newspaper delivery service of any extended absence of more than ten (10) days from the unit.
5. For security reasons, doors to all apartments must be kept closed at all times except for entry or exit.
6. No signs, stickers, or other decorations are to be placed on the outside of the door to each unit, except festivity appropriate decorations may be displayed during nationally recognized holidays.
7. Toilets and other water apparatus shall not be used for any purpose other than that for which they were designed.
8. Waterbeds are not permitted in any unit.
9. Items such as laundry, storage boxes, aluminum foil, etc. which can be seen from the outside, are not permitted on or near the windows.
10. Home improvement activities that produce noise (power tools, hammering, or pounding, etc.) heard by other residents shall be limited to the hours between 8:00 a.m. and 5:00 p.m. Monday through Saturday **No work may be performed on Sundays or Federal and State Holidays.**
11. Air Conditioning (Window units) must be installed professionally. Mounting to outside ledge surface is prohibited. Exterior cabinet must be maintained (Rust free and painted) as not to allow staining of building exterior facing. Owner/Agent is liable for damages.
12. Smoking, including Electronic-smoking devices is **ALLOWED** in individual condominium units.

## BUILDING MODIFICATIONS:

1. No structural changes of any type shall be permitted outside any unit without prior consent and written approval of the Board. Any change so approved by the Board in writing must also comply by applicable building codes, and a building permit must be obtained if mandated by law.
2. No additions or alterations to the original design of the apartment (which are visible from the exterior of the building) will be permitted.
3. Only draperies, blinds or shades in light, neutral tones are permitted if they are visible from the exterior of the building.
4. Owners/Agents during renovation of apartment(s) are required to have contractors cover hallway carpet with protective covering (Plastic sheeting, brown paper sheeting & etc.) assuring it is secured from movement for the duration of the project. Coverings will keep hallways clean for the duration of the project, and be removed at the end of each day. At the conclusion of the project, all common area carpet must be cleaned of any debris, or the owner will be charged \$100.00 fine plus any additional cleaning costs incurred by the Association.
5. Hard Surface Flooring installation must be approved by the Board of Directors and or its agent and must meet or exceed approved (Impact Isolation Class) requirements. Installing a hard surface floor without first gaining approval shall constitute a violation of these House Rules and subject Owner to all remedies legally available to the Association until such violation is removed.
  - a) Wood and wood laminate surfaces underlayment must have a minimum rating of IIC-65
  - b) Tile and other hard surfaces underlayment must have a minimum rating of IIC-60

## ENTRY I VISITORS:

RESIDENT ENTRY INTO THE BUILDING IS BY USE OF A SECURITY ACCESS KEY. VISITORS ARE ALLOWED ACCESS VIA THE ENTER PHONE. RESIDENTS DIAL "9" ON THEIR APARTMENT TELEPHONE TO ALLOW ACCESS.

### KEYS:

The Resident Manager issues Security Access Keys to registered owners, rental agents and residents for the main entry doors and secured areas.

1. Security Access Keys (Building entry) require a \$100.00 deposit each or an amount determined by the Board (Any change in this fee will be disclosed at the time of registration). The required Security Access Key deposit is payable by personal or cashiers check and will only be accepted from the owner or designated rental agent. Owner/Agent may by written notice to the Association authorize renter to sign for the key(s).
2. Security Access Keys (Resident) are deactivated at time of move out and reactivated only at time of completion of registration with the Resident Manager prior to or at the time of moving in.
3. Owner/Agent for security reasons will provide his/her self or contractor with a Security Access Key to the building. The Association does not provide contractor(s) or any other services access to the building.

### TAILGATING:

Residents MUST NOT allow strangers to "tailgate" into any secured areas. A secured area is one that requires a Security Access Key (i.e., Entry area, swimming pool, etc.)

#### APARTMENT ACCESS:

1. Management will not provide access to any apartment unit without the written permission of the owner, tenant or the owner's agent.
2. The Resident Manager or Security Guard, by authority of the Board, may enter a unit in an emergency in accordance with Hawaii Revised Statutes §514B-137(b).

**NOTE: For liability and security reasons the Resident Manager does not maintain a set of keys to individual apartments. The cost of repairs required as a result of forced entry by the Resident Manager due to an emergency shall be the responsibility of the owner.**

#### RECREATION FACILITIES:

Use of the recreation facilities (Pool, BBQ Area and Meeting Room) is limited to Regency Tower residents and their guests. Residents must accompany their guests and assume all risks for personal injury, property damage and conduct. THE ASSOCIATION WILL NOT BE HELD LIABLE FOR ANY ACCIDENTS, INJURY OR DEATH.

**HOURS: 8:00 a.m. - 10:00 p.m. (all facilities)**

#### SWIMMING POOL:

1. Parents and/or guardians will be responsible for the conduct and safety of their children and are expected to use reasonable judgment in determining whether their children may safely use the pool and pool area without adult supervision. Persons unable to swim, regardless of age, should not use the swimming pool.
2. A maximum of six (6) guests per resident/apartment will be allowed to use the swimming pool and surrounding area at any given time.
3. IF there is no objection by other pool users, mats, flotation devices, snorkels, swim fins and masks are permitted in the pool. However, water safety equipment, i.e., life vests and flotation devices **ONLY AS APPROVED BY THE U. S. COASTGUARD** are permitted to be used in the swimming pool.
4. Running, screaming and "horseplay" are not permitted. Splashing water (other than made by normal swimming) is not permitted.
5. Suntan oil, bobby pins, hairpins and other loose items must be removed prior to entering the pool.
6. Persons having a skin disease, open wounds, sore or inflamed eyes, nasal or ear discharge, or any communicable disease are prohibited from using the pool.
7. Spitting and nose blowing in or around the pool area are prohibited.
8. Portable electronic devices are allowed in the pool area IF earphones are used and the sound is **NOT AUDIBLE** to other persons.
9. Smoking is prohibited.
10. Pets are prohibited.
11. Food and alcoholic beverages are prohibited.
12. Glassware is prohibited. Only unbreakable beverage containers may be used in the pool area.
13. All swimmers must dry themselves before entering building. Dripping wet bathing suits are not permitted in elevators or anywhere in the interior portions of the Common Areas. **USE OF COVER-UPS OUTSIDE OF THE POOL AREA ARE MANDATORY FOR EVERYONE.**
14. All persons **MUST** comply with requests of Management regarding personal conduct. Persons violating these rules will be asked to leave by the Resident Manager or Security Guard.
15. Life saving devices and pool equipment are to be used **ONLY** for that purpose.



#### **BBQ AREA:**

Reservations are accepted on a first come, first served basis. Reservations must be made and a Rules & Conduct Agreement signed with the Resident Manager for group use of more than (8) persons and a \$100.00 deposit - refundable following a satisfactory cleanup.

Host resident must be present with guests at all times and is responsible for any damage.

1. Host resident is responsible for clean up and returning the picnic area to its original state.
2. Playing radios or sound reproduction devices are prohibited except with headphones.
3. Alcoholic beverages are prohibited.
4. Use of any other portable cooking device is restricted to the BBQ area.

#### **MEETING ROOM:**

The Meeting room is provided for residents requesting the use of a spacious room for gatherings hosted by resident.

1. For the purpose of social parties, business meetings, interest groups and classes.
2. Reservations are accepted on a first come, first served basis. Reservations must be made 48hrs in advance and Rules and Conduct Agreement signed with the Resident Manager and a \$100.00 deposit - refundable following satisfactory cleanup.
3. Host resident must be present with guests at all times and is responsible for any damage.
4. Host resident is also responsible for a cleanup and returning the meeting room to its original state.
5. Alcoholic beverages are prohibited.
6. Meeting room may be utilized between the hours of 8:00 a.m. and 10:00 p.m. daily. The maximum reserved use for any single function is eight (8) hours.
7. Noise should be kept to a minimum in consideration of other residents and neighbors.
8. Resident Manager reserves the right to refuse use of this room to anyone who has engaged in previous violations of the Association's governing documents.
9. SMOKING is strictly prohibited

#### **PARKING AREAS:**

1. Any vehicle and/or article in violation of these rules, whether in an unauthorized parking stall or in any common area, will be towed/hailed away **WITHOUT PRIOR NOTICE** at the owner's/driver's expense.
2. No vehicle of any kind (including motorcycles, mopeds and bicycles) may park or stop, **ATTENDED OR NOT**, except in a designated parking stall, the authorized loading zone or bike rack. Emergency vehicles and mail delivery trucks are the exception to this rule.
3. The speed limit is 5 miles per hour.
4. SMOKING is strictly prohibited 1st-3rd floors.

## RESIDENT PARKING:

No resident is permitted to use any stall other than his/her own without prior permission from the stall's legal occupant. For security reasons, said permission for use of parking stalls associated with another unit must be registered with the Resident Manager.

1. All residents' vehicles must be registered with the Resident Manager and receive a Regency Tower parking tag to be clearly displayed on drivers side windshield (Lower left hand corner) or hanging from the backside of the rear view mirror.
2. Oversized vehicles of any type which do not fit wholly within the designated boundaries of a parking stall are strictly prohibited from parking in any stall. Oversized vehicles may include but not limited to all passenger or commercial vans and trucks.
3. Vehicles parked in marked stalls, must be within the lines and not to extend beyond the end of the white lines. Mopeds and Motorcycles in same stall are to be parked at "front" or "rear" of vehicle.
3. The Association is, NOT liable for any claim by reason of FIRE, THEFT or DAMAGE to any Resident or Guest's vehicle while parked at Regency Tower.
4. Use of parking stalls for any purpose other than parking motor vehicles, motorcycles and mopeds is prohibited.
5. All residents are responsible for removing excessive oil and generally keeping their parking stalls clean. An excessive grease/oil build-up will result in a citation. If not removed within 10 days of the dated citation, a charge will be assessed for clean up by Regency Tower personnel.
6. Repair of vehicles or other equipment is not permitted except in emergencies.
7. Car washing is not permitted on the premises due to lack of adequate drainage and sanitation for such operations.
8. Residents who store vehicles (i.e. not used for more than 60 days are required to cover the vehicle with a secured covering or clean the exterior vehicle on a regular basis. If they are in violation, a \$100 fine will be assessed to the owner of the stall.

## VISITOR PARKING:

Visitor parking stalls are located on the Diamond Head side of the ground level and third level parking areas and are clearly marked with yellow lines.

1. RESIDENTS are NOT PERMITTED to park in Visitor parking stalls except by special permission of the Resident Manager.
2. Visitor Parking Hours: 8:00 a.m. - 2:00 a.m.
3. Visitor parking is limited to 7 hours between 8:00 a.m. and 2:00 am. Any vehicle parked beyond the 7-hour limit will be towed at the vehicle owner's expense.
4. NO VISITOR PARKING BETWEEN 2:00 a.m. - 8:00 a.m. except with a displayed overnight parking pass obtained from the security guard beginning at 9:00 p.m. EXTENDED PARKING PASSES for two (2) days or more may be obtained only from the Resident Manager during office hours.
5. All overnight passes are valid until 9:00 a.m. all days of the week. Anyone receiving a pass must sign back in on the visitor log sheet. Any vehicle without an overnight pass may be towed at owner's expense after 2:00 a.m. Any vehicle parked beyond the 9:00 a.m. limit that continues on the expired overnight pass, will be towed at owner's expense.
6. All vehicles in visitor parking must be registered on the sign in sheet at the building entrance (3rd floor or lobby). VEHICLES NOT REGISTERED ARE ASSUMED TO BE "UNAUTHORIZED" AND WILL BE TOWED AT THE VEHICLE OWNER'S EXPENSE.

#### LOADING AND UNLOADING ZONE:

1. Parking in the loading zone is limited to 10 minutes. Visitors/Residents using the loading zone must sign in at all times.
2. All commercial vehicles must sign in when parking in the loading zone.

#### MOVES / DELIVERIES & BULKY ITEM PICK UP:

1. All moves in/out, deliveries of furniture, large appliances and bulky items requiring use of elevator must be made BY APPOINTMENT ONLY - through the Resident Manager. Management reserves the right to refuse use of elevator if no appointment has been made.
2. Moves & Deliveries will be conducted from the ground floor lobby only and using Diamond Head Entrance only. Any vehicle(s) used for moving will park in the loading zone if applicable (Depending on size) or on Laau St. (Diamond Head) adjacent to property.
3. Reservations for elevator use must be made at least 48 hours in advance.
4. Hours: Monday - Saturday 9:00 a.m. - 5:00 p.m.
5. NO MOVING ON SUNDAYS OR HOLIDAYS IS PERMITTED
6. Elevator padding is required. Elevator(s) have a maximum height limit of 7' or 84". Any item exceeding this height, if possible, must be disassembled to fit or item will not be allowed. (No use of stairwell)
7. A \$100 Security Deposit in the form of a check payable to AOA Regency Towers must be received prior to the date of a move in/out, to cover any damage to common elements or violations of these Moving Rules. The Resident Manager will return security deposit upon completion of an inspection for damage.
8. Residents must register at Manager's office prior to date of moving in. Building security entry key(s) will be activated only at the time of registration. Residents not registered may be denied use of elevator.
9. Trash bins are not to be used for disposing of furniture, televisions, large appliances including water heaters, or cast-off items. Any debris or cast-off items disposed of by the resident/mover will be charged a \$100.00 fine.
10. City & County bulky item pick is scheduled every third Monday of the month. Items are to be placed curbside ONLY on the Saturday prior to pick up date and elevator needs to be reserved same as moves and deliveries.
11. Furniture boxes, appliances and items to be moved, must NOT be dragged or pushed onto from the elevator or along hallway floors. Dollies and handcarts must have rubber wheels to protect the floor. Hand dollies for moving heavy items may be checked out from the Resident manager for a \$50.00 deposit.
12. Moves will be scheduled on a first come first serve basis. Any person moving in/out or moving of large items who has not complied with the above Rules will be fined \$100.
13. Regency Towers Employees or Contract Security Personnel are prohibited from accepting deliveries of packages or other items for Residents.

#### STORAGE ROOM:

Due to limited space - use of the common storage facility is limited (on a space available basis) to Resident Owners only. Placing items in the common storage room is at the risk of the Resident Owners. The Association will assume no liability for damage or loss of items left in the storage area.

1. Entry to the storage room will be scheduled with and accompanied by the Resident Manager.
2. Items stored must be clearly labeled as to owner and unit.
3. Empty cartons must be flattened.
4. Furniture and mattresses are prohibited.

5. No flammable and/or toxic substances are allowed.
6. When a Resident Owner vacates the building - all articles in storage must be removed immediately.

Any items left 30 days after an owner has vacated their unit will be considered abandoned property and will be disposed of by the Association in accordance with applicable law.

#### BICYCLE STORAGE ROOM AND FIRST FLOOR DIAMOND HEAD SIDE MAKAI BIKE RACKS:

1. Bicycles must be registered with the Resident Manager and receive a parking permit/sticker. Non-registered bikes are subject to removal without prior notice.
2. Bike room use (Space available) is for bicycles only and all other articles will be disposed of without prior notice.
3. Bikes should be locked and secured to bike racks using a secure locking device. The Association is not liable for theft or damage.
4. Makai (Ground floor) bike racks are for use by residents who use their bikes on a daily/weekly (Not for Storage) bases and are to be maintained in working condition. Bikes not in working condition (Flat tires & etc.) will be considered abandoned and subject to removal without prior notice to allow others use of rack(s).

#### NOISE:

No resident will make or permit any disturbing noise on the premises or in their unit. Disturbing noise includes loud gatherings, radios, televisions, musical instruments and other sound equipment such as sub-woofers, which can be heard or felt in neighboring units.

1. A quiet time will be strictly enforced between 10:00 p.m. and 8:00 a.m. daily.
2. Automobile sound equipment, which can be heard outside the vehicle, is strictly prohibited.
3. Excessive noise of any kind will be reported to the Resident Manager or Security Guard who will take appropriate action.

#### PETS:

1. All pets must be registered with the Resident Manager.
2. Only domesticated pets (i.e. dogs, cats, birds and fish) weighing no more than 20 lbs. at maturity are permitted at Regency Tower.
3. Pets must be confined to the pet owner's unit and shall not be allowed to roam free elsewhere and may not be tied to a common element. When anywhere on or about the common elements, pets must be secured on a hand held leash.
4. Pet owners are responsible for any damage to the common areas caused by their pet(s).
5. Owners must pick up all pet droppings, place them in a sealed bag or container, and place them only in the trash dumpster(s) **and not in common area trash containers**. Any pet owner found in violation of the sanitation portion of this rule will be assessed for any clean up required.
6. Any pet causing a nuisance, hazard or unreasonable disturbance may cause the Board, Managing Agent or Resident Manager to immediately and permanently remove the animal from the premises.
7. Pet owners are responsible for keeping their pets free of insect pests, including ticks, mites and fleas.
8. No resident may keep more the one pet in a studio, one pet in a single bedroom and two pets in a two bedroom.

## **FINES ENFORCEMENT POLICY:**

The Board of Directors has adopted the following schedule of fines for any violation of the Association's Declaration, By-Laws or House Rules. These fines shall be imposed against any apartment owner, their tenant, family member, guest, agents, employee's or anyone else using the project who violates any project documents.

### **AMOUNT OF FINES:**

1. **Any fine not paid by the tenant within 30 days of issuance, or 10 days following notification of denial of any appeal, will be specifically assessed to the apartment owner.**
2. **First Offense:** A written citation with a copy given to the offender.
3. **Second Offense:** A written citation with a copy given or sent to the offender and a \$25.00 fine assessed the offender.
4. **Third Offense:** A written citation with a copy given or sent to the offender and a \$50.00 fine assessed the offender for each offense.
5. **Fourth and Subsequent Offenses:** A written citation with a copy given or sent to the offender and a \$100.00 fine assessed against the offender for each offense.

Second, third, fourth, and subsequent offenses need not be for a violation of the same provision before a fine is imposed. For example, if a resident/owner violates a "Pool" rule for his first violation, and then violates a "Noise" rule for his second violation, the fine would be imposed on the owner upon the occurrence of the second violation. It is not necessary for a resident/owner to violate a specific rule, such as a "Noise" rule, twice before \$25.00 fine is levied. Similarly, a \$50.00 fine will be assessed for a third violation of the house rules and a \$100.00 fine will be assessed for a fourth and subsequent violations of these Rules.

### **CITATIONS:**

Each citation for a violation of these Rules shall be in writing, and issued shall briefly describe the nature of the violation. Copies of citations issued to an offender who is the resident, guest, family member, agent, or employee of an apartment owner shall also be sent to the owner. Copies of citations issued to an offender who is the guest, family member, agent, or employee of a resident shall be sent to both the resident and the owner of the apartment.

### **PAYMENT OF FINE AND LIABILITY:**

Unless a timely appeal is pursued as permitted below, a fine must be paid to the Association within thirty (30) days following issuance of the citation and assessment of the fine. Resident/owners shall be liable for their own fines and for fines assessed against their guests, family members, agents, or employees. If a resident/owner fails to pay or appeal a fine within thirty (30) days after the fine is assessed against the resident/owner, the Association may assess the fine against the owner of the apartment in which the resident/owner resides. The Association shall give the owner written notice of the Assessment of the resident's fine against the owner. The owner shall have thirty (30) days from the date of assessment in which to pay or appeal the fine against the resident.

Apartment owners shall be liable for their own fines and for fines assessed against their guests, family members, agents, or employees. If the owner fails to pay or appeal a fine within thirty (30) days after the fine is assessed against the owner, including the fines assessed against the owner. The fine shall be deemed a common expense chargeable against the owner's apartment. The Association may record a lien against the owner's apartment for the unpaid fines and may collect the unpaid fines under the procedures provided in Article IX, Section 5 of the By-Laws for collection of delinquent assessments. The owner shall also be assessed a late fee of \$10.00 for each month the fine remains unpaid, unless the Board votes to suspend or cancel the fine.

**The Board may delegate its authority to impose fines to the Managing Agent. The Board may delegate its authority to the Association's resident manager or security guards to issue citations.**

**APPEAL OF FINES:**

Any citation or fine may be appealed as provided in this subsection.

Within thirty (30) days of the date of a citation or a fine, an owner, resident/owner, or other offender may appeal to: (1) the Board by mailing or delivering written notice of appeal to the Board or the Managing Agent, or (2) an arbitrator, as provided by Article XIII, Section 2(B) of the By-Laws.

If an appeal is made to the Board, the notice must contain a copy of the citation, a statement of the facts of the offense, the reason for the appeal, the names and addresses of any witnesses, and copies of any proposed exhibits. It is not necessary an appeal be presented in person to the Board. However, the owner, resident, or other offender may request to appear at a Board meeting to provide additional information or the Board may request the person to appear at a meeting. The appealing party will be notified in writing as to the date and time of the meeting in which the appeal will be considered by the Board.

The Board may reduce, suspend, or cancel any citation or fine after consideration of the appeal. The Board will mail or deliver a written decision to the person making the appeal within sixty (60) days of the receipt of the notice of appeal.

Pending an appeal to the Board, an owner need not pay a fine and no lien shall be imposed on an owner's apartment. Unless, however, the Board votes to reduce, suspend, or cancel a citation or fine, filing a notice of appeal shall not halt the accrual of any ongoing late fees or fines imposed for the offense, which is the subject of the appeal.

The decision of the Board of Directors may be appealed to an arbitrator, as provided by Article XIII, Section 2(B) of the Bylaws, but all fines must be paid in full pending an appeal to an arbitrator.

**The Board reserves the right to establish a new schedule of fines at any time.**

**HANDICAPPED AND/OR PHYSICALLY DISABLED RESIDENTS:**

The Association does not discriminate against physically disabled persons. Notwithstanding anything to the contrary contained in these House Rules, handicapped and/or physically disabled persons residents shall:

Be permitted to make reasonable modifications to their apartments and/or the common elements, at their expense (including, without limitation, the cost of obtaining any bonds required by the Declaration or By-Laws), if such modifications are necessary to enable them to use and enjoy their apartments and/or the common elements, as the case may be; and be allowed reasonable exemptions from these House Rules, when necessary to enable them to use and enjoy their apartments and/or the common elements, provided that any handicapped resident desiring to make such modifications or desiring such an exemption shall so request, in writing.

That request shall set forth, with specificity and in detail, the nature of the request and the reason that the requesting party needs to make such modification or to be granted such an exemption. The Board shall not unreasonably withhold or delay its consent to such request, and any such request shall be deemed to be granted if not denied in writing, within forty-five (45) days of the Board's receipt thereof or of any additional information reasonably required by the Board in order to consider such a request, whichever shall last occur.

To the extent the Federal Fair Housing Act ("Act") 42 U. S. C. 3601, et. seq., and/or any amendments thereto, imposes additional and/or materially different obligations upon the Association to those set forth above, the provisions of the Act shall control.

**VENDORS:**

A LIST OF VENDORS THAT HAVE PROVIDED SERVICES TO REGENCY TOWER RESIDENTS MAY BE OBTAINED FROM THE RESIDENT MANAGER OR PROPERTY MANAGER.

THIS INFORMATION IS PROVIDED ONLY AS A REFERENCE RESOURCE TO OWNERS AND RESIDENTS. THE ASSOCIATION DOES NOT RECOMMEND OR ENDORSE ANY VENDOR. HOWEVER, YOU ARE URGED TO USE LICENSED CONTRACTORS ONLY!

## **FIRE AND EMERGENCY EVACUATION PLAN:**

Follow these basic steps in the event of a fire or similar emergency. You, the resident, must tailor this plan to meet your safety needs. You should also be aware of the location of all fire alarms and any fire equipment present on your floor.

### **In case of fire:**

Call the Honolulu Fire Department (phone: #911). Give them your name, address, telephone number and the location of the fire.

There is an alarm box in the elevator lobby of each floor. To set off the alarm, pull the handle on the alarm box down. This will set off the fire alarm bell alerting other residents and activate the master fire alarm panel, which will then display the location of the alarm.

1. Before leaving your apartment, close all windows and doors; this will help contain smoke and flames.
2. You may assist other residents in leaving. Do not try to take possessions with you - it is your health and safety you must be concerned with.
3. Knock on all of the doors of your floor to alert those residents.
4. Evacuate the building using the fire exit stairwell away from the fire. This will free other fire exit stairwell for use by the Fire Department.
5. In the event you are unable to evacuate your apartment, hang a white sheet from your window. This will let the Fire Department know that someone is in your apartment and they require assistance.
6. You should also place a wet towel at the base of your apartment door to help prevent smoke from entering your apartment.

### **To put out fires:**

Notice: Under no circumstances should residents attempt to put out any fire when to do so will place their personal safety at risk!

There are cabinets with extinguishers located in the hallway near your apartment. To open the cabinet, break the glass using your shoe, or anything else, and lift up on the inside handle to open the cabinet door.

For small, electrical or grease fires: use the all-purpose (ABC) fire extinguisher located inside the fire cabinet.

1. Hold the extinguisher upright.
2. Pull the pin from the handle.
3. Point the nozzle at the base of the fire.
4. Squeeze the handle and the lever at the same time until the fire is out.

### **If evacuation becomes necessary DO NOT use the elevators.**

Elevators will be controlled by the Fire Department; therefore, the fire exit stairwells must be used. Use the fire exit stairwells to go to the ground level and to the outside. Once outside, move away from the building and account for all members of your family. Please assist the Resident Manager in accounting for other residents/owners.

### **BE PREPARED:**

It is a good precaution to keep a flashlight with good batteries on-hand within your department at all times. While the fire exit stairwells are lighted by the emergency lighting system, there is always the chance that you may need additional lighting when using these stairwells.

**HURRICANES:**

Occasionally hurricanes do strike Hawaii. The hurricane season is considered to be from June through November; however, it must be kept in mind that a hurricane can occur at any time of the year.

**When a hurricane warning is announced, the following steps need to be taken:**

1. Please board up or tape all windows and glass doors to minimize the possibility of damage by broken glass and flying debris.
2. Ensure you have on hand a supply of fresh water in sealed containers.
3. Stock up on canned goods that will require little or no preparation. Keep in mind that it is entirely possible that electricity can be lost for periods of up to one week.
4. Have a battery-powered radio on hand. Ensure you have at least one change of batteries available for it.
5. Keep on hand a good water resistant flashlight with at least one change of batteries.

**In the event a hurricane does strike an island be sure that you:**

1. Stay away from outer walls and windows.
2. Put out any candles, lamps or lanterns with flames. In the event electricity is lost, use your flashlight if it becomes necessary to move around in the dark.
3. Keep all windows on the windward side closed and locked with the drapes drawn. Crack one window on the leeward side to equalize the pressure and to prevent the windows from being blown in.
4. If the wind becomes too severe and you are unable to remain in your apartment, move into the hallways until the winds are quiet.
5. DO NOT attempt to use the elevators. If electricity is lost due to storm action, you may become trapped.
6. Listen to the news channel on the radio for important instructions and for information regarding the course of the storm.

**After the storm is over, keep in mind, the following:**

1. Wait until electricity is restored before turning on any appliances. Check all circuit breakers in your apartment circuit breaker box. Make sure they are all in the off position.
2. Do not use open flame in your apartment to prepare food.
3. Upon moving out of the building, stay away from all downed utility lines.
4. Conserve water until the electricity is restored in the building.
5. In the event the building suffers major damage, please DO NOT RE-ENTER the building.



## EARTHQUAKE:

From time-to-time here in Hawaii, we may experience earth tremors of various intensities. Most of these tremors may be unnoticeable except to very sensitive equipment designed to record their occurrence. However, there may be others of a more noticeable nature. If an earthquake occurs, keep calm and ride it out.

If you are in the building when the tremor occurs, ensure you do the following during the tremor:

1. If indoors, stay indoors.
2. Take cover under a desk, table, an inside doorframe or in a hallway.
3. Stay away from glass windows.
4. Do not use candles, matches or any other open flame during or after the earth tremors.
5. Douse all flames after the tremor stops.

After the tremor stops: If the building has been damaged, leave the building at once. Keep in mind the following:

1. **DO NOT USE THE ELEVATORS!** Use the fire exit stairwells only.
2. Once you have exited the building, **MOVE AWAY** from the building - keeping away from all utility wires.
3. Follow instructions from the Resident Manager

If you are outside when the tremor occurs, make sure you follow these steps during the tremor:

1. Fall to the ground and ride out the tremor. Do not attempt to remain upright.
2. Cover your head and neck with your hands to help protect from falling objects.
3. Stay away from buildings and utility poles.

After the tremor **DO NOT** re-enter any building until it has been declared safe.

1. Stay away from any downed utility wires until they have been declared safe.
2. Follow the instructions of the Resident Manager or Civil Defense Official.
3. Remain calm and help quiet others so that important messages may be passed and so that instructions may be heard by all.
4. In the event the building suffers major damages as the result of the tremor, **DO NOT RE-ENTER** the building.

## WATER DAMAGE PREVENTION & WATER LEAK PROCEDURES

Water damage caused by faulty plumbing fixtures, washer, hot water heater or any appliance connected to the common water supply, is the responsibility of the unit owner in which the water leak occurred.

1. Prevention is the key to reduced owner liability
2. Periodically check shutoff valves to faucets, toilets, washers, and hot water heaters.
3. Inspect/replace toilet wax seal on a yearly basis.
4. Check if P traps are rusted or worn out. Replace if faulty.
5. Replace old washer hoses with high pressure, high quality hoses.
6. Replace old icemaker hose with a high pressure, high quality hose.
7. Inspect hot water heater every 6 months for rust/wear.(Normal life span is 8-9 years)
8. If you are traveling off island shut off all toilet, heater valves and hot water circuit breaker.
9. Please inform the Resident Manager of the time you will be absent. Provide the resident manager with a contact person (name and phone number) who could provide access to your apartment if an emergency should occur.

**If a leak should occur, notify the Resident Manager immediately. (Off hours call security)**

1. Unit owner/resident should take reasonable action to locate and secure the source of the water leakage. Turn off supply valve if there is one.
2. Unit owner/resident is responsible for arranging for a licensed plumber to make the necessary repairs.
3. Substantial leaks must be repaired ASAP, on an emergency basis.
4. If owner/resident fails to secure the leak, or is absent, the Resident Manager will initiate the request for plumbing services. Only the minimum work necessary to stop the leak will be preformed.

The Association will **not** be liable for any damage or services rendered. All plumbing charges applicable to the unit will be charged to the owner of the unit.

IMPORTANT PHONE NUMBERS

RESIDENT MANAGER'S OFFICE: 955-0988

RESIDENT MANAGER IS ON CALL 24 HOURS A DAY

OFFICE HOURS

Monday, Tuesday, Thursday and Friday

7:30AM - 11:30AM 1:00PM - 5:00PM

Wednesday & Saturday

8:00AM - 12:00PM

WATCHMAN POST 864-3315

WATCHMAN HOURS

Monday - Friday 3:00PM - 7:00AM

Saturday, Sunday & Holidays 24 Hours

PROPERTY MANAGEMNT CO.

Hawaiiana Management Co. 593-9100 (during business hours)

593-6800 (after hour emergency)

IF NO RESPONSE:

Police Department 911

Fire Department 911