



FAIRWAY VILLAGE AT WAIKELE

NEWLY REVISED & EFFECTIVE JANUARY 1, 2018

*Approved by the Board of Directors at the October 18, 2017 Meeting
These revised rules supersede the 2008 House Rules*

**FAIRWAY VILLAGE AT WAIKELE
RULES AND REGULATIONS**

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Fairway Village At Waikele

Rules & Regulations

NEWLY REVISED & EFFECTIVE JANUARY 1, 2018

Approved by the Board of Directors at the October 18, 2017 Meeting

These revised rules supersede the 2008 House Rules

The primary purpose of these Rules and Regulations (“Rules”) is to protect all Owners and occupants of condominium apartments from annoyance and nuisance caused by improper use of the apartments and also to protect the reputation and desirability of our community, as well as provide maximum enjoyment thereof. These Rules may be amended by the Board of Directors (The “Board”) of the Association of Apartment Owners (The “Association”), as provided in the By-laws of the Association.

Authority and responsibility for enforcement of these Rules may be delegated by the Board to the Association’s Managing Agent. All Owners and occupants shall be bound by these Rules and by standards of reasonable conduct whether or not covered by these Rules; provided, however, that neither the Board nor the Managing Agent shall be responsible for any non-compliance or violation of these Rules by occupants.

I. Occupancy of Apartments

- A. Number of Occupants: Occupancy is limited to no more than two (2) persons per bedroom in each apartment (Apartment Unit), not including children under the age of five (5), but in no event shall the number of occupants per bedroom exceed three (3) per bedroom including children under the age of five (5). However, nothing in this Rule shall prohibit and/or restrict the occupancy of an apartment by a single family, and the immediate members thereof. Occupancy is also subject to applicable ordinances and regulations promulgated by the City and County of Honolulu. In the event of a conflict between such ordinances and/or regulations, and these House Rules, the applicable ordinances and/or regulations will control.
- B. Absentee Owner: An Owner shall be responsible for designating a local agent to represent his or her interest if he or she will be absent from the apartment for more than thirty (30) days. The Owners shall file with the Managing Agent his or her address and telephone number and the address and telephone number of the agent. At his or her expense, the Owner shall have his or her agent or some other designated person conduct periodic inspections of an unoccupied apartment, assuming responsibility for the contents of the apartment.
- C. Water Facilities: Toilets, sinks, and other water or sewer facilities in the Project shall not be used for any purpose other than those for which they were designed. Sweepings, rubbish, rags or other articles shall not be thrown into such facilities. Any damage resulting from misuse, or disrepair of any toilets, sinks, and other water or sewer facilities in an apartment shall be repaired by the Owner of such apartment at his or her sole expense or, after written notice to the Owner by the Association; the Association may arrange for such repair, and assess the Owner for expenses incurred in connection with same.
- D. Water Beds: There shall be no waterbeds of any nature allowed in any Apartment Unit without prior written approval of the Board. As an express condition of such approval, any Owner or occupant of an Apartment Unit who wishes to install a waterbed must first furnish the Board with a Certificate of Insurance evidencing adequate liability insurance coverage, and identifying the Association as an additional insured. Further, the Board or

Managing Agent must inspect and approve the waterproof receptacle in which the waterbed will rest.

- E. Use by Owner's Co-Occupants; Children: An Apartment Owner may lease and permit occupancy of his or her apartment by family members, tenants, domestic servants or guests, but the person or persons occupying the apartment shall abide by these Rules, and the Owner shall be responsible for the conduct of all occupants. Each Owner shall be responsible for the conduct of his or her children at all times and shall insure that their behavior is neither offensive to any occupant of the Project nor damaging to any other apartment or the common elements.
- F. Conduct of Co-Occupants: Every Owner shall, upon request of the Board or the Managing Agent, immediately abate and/or remove, at his or her expense, any conduct or activity or any structure, condition or circumstance existing or taking place within or with respect to his or her apartment by or as a result of his or her permitted occupants which is contrary to the interest and meaning of the provisions hereof. If the Owner is unable to control the conduct of his or her permitted occupants, the Owner shall, upon request of the Board or the Managing Agent, immediately remove such occupants from the premises without compensation for lost rentals or any other damages whatsoever resulting from such removal. If, after receipt of written demand from Board, the Owner cannot, or will not remove said occupants, the Association will do so, and assess all fees and expenses incurred in connection with such proceedings against the Owner.

II. Common Areas, Entrances and Lanai(s)

- A. Obstructions; Uses: Common areas, including the sidewalks, exterior stairways, landings and other passages shall not be obstructed or used for any purpose other than ingress and egress or other use for which the common areas was designed. This includes but is not limited to furniture, toys, sports equipment, plants, and other decorative objects. Common areas not intended for recreational use shall not be used for recreational activities of any kind. Parents or legal guardians shall be responsible for the supervision of their children and/or guests at all times while on the common areas of the Project.
- B. Dusting or Shaking Objects on Common Areas: No rugs or other objects shall be dusted, shaken or cleaned on any part of the common elements (including limited common elements) or lanai(s).
- C. Trash Disposal/Bulky Items: Garbage, rubbish and other trash shall be disposed of only in receptacles and areas provided therefore. Trash containing food shall be securely wrapped before being placed in a receptacle. Trash should not be left beside the receptacles, nor stacked above container lids. Bulky Items are prohibited from being deposited in trash bin enclosures. [Violators, will be fined \$250 per occurrence.]

Residents are responsible to dispose of their bulky items, either by contacting a charity organization to schedule pickup from their Apartment Units, or haul items off to the Waipahu Convenience Center, located on Waipahu Depot Road. Phone 676-8878 for more information.

Any structure, sports equipment, plant life, or decorative object deemed detrimental or hazardous to life or property, such as to the apartment building, an association structure, stairway, landing, or fence, shall be removed by the owner, and if unable shall be removed by the Association and cost for same assessed to the owner.

D. Aesthetics

1. **Unsightly Condition:** No Owner or occupant shall permit an unsightly condition to be maintained in open view from such Owner's apartment or the limited common elements appurtenant thereto or any adjoining common area of the Project, and in particular, nothing shall be hung from windows, lanai(s), fences, exterior stairways and landings.

For the purpose of this provision, "unsightly condition" includes, but is not limited to, the following: litter; trash containers, except as specifically provided; broken, scarred or offensively ugly furniture; inoperative or broken vehicles, machinery or equipment or parts thereof; non-decorative gear, equipment, cans, bottles, ladders, crates or barrels; un-shaded or improperly shaded lights that create objectionable glare, or weeds, untrimmed grass and other plant life, obviously visible to street, highway, golf course, and neighboring property.

If the Owner of an apartment having a garage maintains an unsightly condition in the garage, such Owner shall keep the garage completely closed from view, except when entering and exiting. Otherwise, the garage shall be kept in a neat and tidy condition and shall not be used in such a way as to create unsightly clutter.

No shades, awnings or window guards shall be used, except as shall be approved by the Board. This rule does not prohibit the display of appropriate banners commemorating holidays or festivals from lanai(s) and windows.

2. **Lanai(s):** Lanai(s) are intended for outdoor living and use. Outdoor furniture may be placed on lanai(s), for their intended purpose, bicycles, baby carriages, a moderate amount of weight lifting and exercise equipment are allowed provided that they are not set for storage and provided that they are not in boxes or under tarps.

A railing shade specification has been approved by the AOA Fairway Village at Waialeale for installation on second (2nd) floor privacy lanai(s) only. The intent of permitting the installation of railing shades is to create more privacy for second floor lanai(s) while maintaining the neat and uniform appearance of the project. Any Owner seeking to install a railing shade must submit a written request to the Association (in care of the Managing Agent), and obtain written approval from the Board of Directors prior to installation.

Note: All proposed installations must be in strict accordance with the second floor privacy lanai rail shade specifications attached hereto. In order to be considered by the board, all requests must include certification from the installer that the proposed installation in accordance with the second floor privacy lanai rail shade specifications. See Attachment #A

Exterior Drop Blinds for lanai(s) and balconies shall match the building trim color and fit the aperture(s) in which they are installed. See Attachment #B

3. **Window/Door Treatments:** Window/Door treatments such as draperies, blinds, louvers, curtains, and other similar shading devices etc... shall be of materials specifically intended for use as window/door coverings.

Examples of materials not acceptable are all reflective materials (foil), newspapers, posters, cardboard, paper of any kind, pictures, blankets, bed sheets, towels, plastic film, tarpaulins and paint.

It is the responsibility of each homeowner to maintain all window and door treatments in good condition so as not to detract from the uniform exterior appearance of the project. Any degradation to the visible appearance of any window and/or door treatment (i.e. flaking, excessive fading so as to no longer match the uniform exterior appearance of the project, blistering, de-lamination, peeling, cracking, rips, tears, etc.) shall be a violation of these House Rules.

All window/door treatments shall present a uniform appearance in their application throughout the property and should meet the following criteria:

The color visible from the exterior will match the building trim color and fit the aperture(s) into which they are installed.

Screen doors, added to main entries, shall also match the building trim color and fit the aperture(s) into which they are installed. It needs to be made of aluminum or steel. No wood screen doors are allowed.

Note: Any Owner seeking to install window tint must submit a written request to the Association, (in care of the Managing Agent) and obtain written approval from the Board of Directors prior to installation. The written request shall include a copy of the contract and/or proposal from the installer specifying the windows to be tinted, as well as a sample of the tint material to be installed, for color comparison, and warranty information, if applicable. While homeowners are generally concerned with the levels of light and heat transmission, the Association review focuses on light reflectance. Light reflectivity must be 20% or less.

4. Plants & Foliage: Plants and foliage placed on the exterior of the residence are limited to potted plants with discharge containers if placed on any landing or stair area and if planted in privacy yards, not touching any fence or siding. There will be no plants or pots hanging from the exterior of any unit.

- E. Personal Property and Storage: Storage is strictly prohibited on any common area or lanai, except where provided for in these Rules. Storage shall mean any item or items on any lot or Apartment Unit lanai or yard not in immediate use, not designed for outdoor use, stacked for storage purposes, placed in cardboard boxes, plastic rubbish bags or containers, gardening or cleaning equipment, building materials and equipment, automotive and boating tools, parts and accessories, coolers, sports equipment, appliances of any kind, rubbish cans or refuse of any kind. Exterior shelving and tarps are strictly prohibited.

No windsurfing boards, surfboards, kayaks, boats or other items of personal property, shall be stored, left or allowed to stand on any of the common areas or lanai(s).

Note: Specific types of storage cabinets have been approved by the Board, and a list of these approved storage cabinets may be obtained from the Managing Agent or Site Manager.

Approved storage cabinets must not block any window or door and may not be placed against any railing or project fence, so that they protrude above the height of the fence.

Shoe racks, though now acceptable, must not block any window or door and may not be placed against any railing or be obviously visible from the street. These shoe racks must be kept clean and neat at all times.

- F. Lawn mower covers have been approved, but must be made of strong protective fabric.

- G. Signs: Except for the placement of temporary banners and festive decorations permitted by these Rules, no Owner or occupant may erect, affix or place any signs or post or suffer to be posted any bills or other advertising matter in front of or on the common elements visible from any point outside of his or her apartment, unless approval for same is first obtained from the Board; provided that Owners may put their names in places provided therefore and on their mailboxes.
- H. No Interference: Owners and occupants shall not interfere in any manner with the use of the common areas or with common facilities, fixtures or equipment. Any furniture placed in the common areas is for use in those specific areas and shall not be moved from there.
- I. Recreation Areas: Any Owner or his or her tenants and guests may use any recreational facilities of the Project, provided that each Owner or tenant shall assume all risk of personal injury or property damage that may result from the use of said recreational facilities by themselves or their family members and guests. A guest of any Owner or tenant may use such facilities only when accompanied by such Owner or tenant.

Note: The consumption of alcoholic beverages in/or around the recreation center and/or anywhere on the common elements is prohibited at all times.

- J. Clothes Lines: No outside clothes lines or other outside clothes drying or airing facilities shall be permitted on any part of the common elements or lanai(s) so as to be visible from the street or neighboring apartments.

K. Parking Areas and Driveways

1. Washing of Vehicles: Owners and occupants of Apartment Units may only wash their automobiles or motorcycles in areas specifically designated for such use. Users shall clean such areas before leaving and shall see to it that there is not excessive run-off of water and noxious or offensive materials into other parts of the common driveways and parking areas of the Project.
2. Maintenance of Spaces: Owners and occupants shall be responsible for the cleanliness of their respective parking stalls, including the removal of any grease build-up.

No personal items, such as lumber, crates, furniture or recreational equipment, shall be permitted in their parking stalls. If an owner does not take satisfactory remedial action within ten (10) days after issuance of a written notice advising of a violation of this rule, the Association may clean the stall, and assess owner all expenses incurred in connection therewith.
3. Observance of Signs: Drivers shall observe all traffic signs posted on the Project whether erected by the appropriate authorities of the City and County of Honolulu, Waialeale Community Association, or by the Association.
4. No Impeding of Access: No vehicles belonging to an Owner or to a family member, tenant, guest, or employee of an Owner shall be stopped or parked so as to impede or prevent ready access to any entrance or any exit from the Project by another vehicle.
5. Parking in Proper Place: Parking stalls are assigned to specific apartments for their exclusive use. Vehicles parked in undesignated or unauthorized stalls including visitor stalls, which include cars not parked entirely within an assigned space shall be towed away at the expense of the Owner or operator thereof.

Only one vehicle per designated parking stall.

No watercrafts or trailers shall be parked in any parking stall.

All vehicles parked in garages shall fit so the garage door completely closes.

Vehicles belonging to guests shall be parked only in the spaces designated for visitor parking. No overnight parking shall be allowed in the visitor parking stalls between the hours of 2:00 a.m. and 6:00 a.m., except by special arrangement with the Managing Agent or Site Manager.

Use of visitor parking stalls by residents having regular assigned spaces shall be permitted only with special permission from the Managing Agent or Site Manager.

Residents, tenants or visitors shall not be permitted to park in front of, and/or at the garage entrance to an apartment, where no designated parking stalls exists, and shall be towed.

6. Condition of Vehicles: No major repairs to automobiles, motorcycles or other motor vehicles shall be permitted in the Project. No pouring, dumping or spilling any fluids from a motor vehicle, anywhere onto the common elements or storm drains.

No racing of motors shall be permitted and all motor vehicles shall be equipped with quiet mufflers.

All vehicles parked in the Project shall be in operating condition with a current vehicle license and safety stickers required by law.

No motor vehicle shall be left unattended while on a jack, safety stands or ramps.

Residents with a garage shall repair motor vehicles within the garage.

No repairing or selling of motor vehicles for commercial purposes within the Project.

Non-motorized vehicles (e.g., bikes and skateboards) shall not be utilized on the parking areas or driveways except in transit off and on property to their prospective Apartment Units.

Violation of the rules governing vehicles are subject to a \$50.00 fine plus any and all costs incurred by the Association in connection with any violation of this section.

7. Towing of Vehicles: The Managing Agent, Site Manager or any Association Board Member is authorized to have towed away or removed at the Owner's expense any vehicle or equipment parked, located or used in violation of these Rules and shall not be subject to any claim for liability or damage in the exercise of such authority.

Signs are posted by visitor's stall indicating the name of towing company.

III. Noise, Nuisances and Hazards

- A. No Nuisances: No nuisances shall be allowed on the Project and no activity or condition shall be allowed which is improper or offensive or which is in violation of the By-Laws or these Rules or which unreasonably interferes with or is an unreasonable annoyance to the peaceful possession or proper use of the Project by other occupants.

- B. No Disturbances: Owners and occupants shall not cause excessive noise of any kind and shall be considerate of other occupants at all times.

Occupants shall not cause or permit any disturbing noise or objectionable odors, including, but not limited to cigarette smoke to emanate from their respective apartments.

In consideration of your neighbors, in those apartment units with laundry facilities not located within a garage, occupants are strongly encouraged to not utilize their washers and dryers between the hours of 10:00 p.m. to 7:00 a.m.

- C. No Hazardous Activities or Materials: No activity shall be engaged in and no substance introduced into or manufactured within any apartment, which may result in any criminal or civil violation of law.

No activity shall be engaged in and no substance introduced into or manufactured within any apartment, which may result in the cancellation of the Association's Insurance or increase the Association's insurance rates.

Any such operation will result in appropriate legal action by the Association without regard to the citation and fine procedures if deemed necessary to protect the safety and/or property of Association occupants and guests.

Unless the Board of Directors provides prior written approval in each and every instance, occupants shall not use or permit to be brought into any building any flammable fluids such as oil, gasoline, kerosene, naphtha or benzene, or any explosives or articles deemed hazardous to life, limb or property.

- D. Removal of Items: Any item creating a nuisance or hazard within any apartment or the common elements shall be removed upon the request of the Board of Directors, the Managing Agent or the Site Manager. All expenses incurred with such removal shall be borne by Owner.
- E. Fireworks: No fireworks of any kind shall be set off in any part of the Project.
- F. Open Flame Cooking: Except as set forth in Section III, Rule C above, cooking over an open flame; with charcoal grills or hibachis is not permissible within an apartment or on common areas, lanai(s), except on private patios, yard areas or upon common areas designated for such activities.

IV. Building Repairs and Modifications:

- A. No structural changes of any type shall be permitted either within or without any apartment except in accordance with the Declaration of Condominium Property Regime and the By-Laws. No additions or alterations to the original design of an apartment which are visible from the exterior of any building will be permitted, except in accordance with the Declaration and By-Laws. All additions and modifications must be submitted to modifications committee for approval before construction. Construction may not begin until approval is granted in writing by the board.
- B. Owner is responsible pursuant to the Declaration and By-Laws, including work on the lanai(s), fences, walls, private driveways, parking stalls and other limited common elements, or shall be responsible for all loss, damage or adverse effect to any common element or other apartment caused by his or her failure or neglect to do so.
- C. It is intended that the buildings shall present a uniform appearance, and to that end, the Board may require the painting of exterior walls of all or part of any building and regulate the type and color of paint used. The Board is authorized to contract for said painting and to make payment therefore out of the maintenance fund in the case of common elements or limited common elements and in the case of individual apartment; the Board shall individually charge such sums to the respective Owners.

- D. No construction, modification or repair work shall be done on any apartment or common element, which will cause any increase in the premium rates or the cancellation or invalidation of any insurance policy maintained by the Association with respect thereto.
- E. Garage Doors - The Ranch model, has been approved by the Board. The color must match the color of the building and the door must be professionally installed. See Attachment #C.

- F. **Air Conditioners** – Air conditioning units shall be maintained at all times in a clean and attractive condition and shall not be permitted to become unsightly.

They may be installed without prior board approval, provided they are not visible from the street (off property), golf course, or adjacent property, and the conditions noted in the Waikele Community Association Modifications Committee Rules and Guidelines are observed, particularly with regard to screening the units from public view and insuring the quiet operation of same.

Only new air conditioning units shall be installed.

Installing contractor must be certain that run off water is channeled properly and tubing or piping must be covered or “furred” and painted to match the surface to which they are attached. All exterior wiring must be concealed or painted to match the surface to which they are attached.

The use of lattice of any kind for air conditioner screening will not be approved. Any glass removed for the installation of the air conditioner must be replaced with clear glass or plexi-glass. Plywood will not be allowed. See Attachment #D, for suggested screening features and approved screens for window units, and through-wall units.

Split Air Conditioners – Owners must submit proposals to the Board of Directors (care of the Managing Agent) for review and approval. These proposals must include the name of the A/C Company or licensed contractor who will be installing unit(s) with a diagram or picture of their Apartment Units indicating placements of proposed A/C unit(s).

- G. “Solar Energy Devices” – means any new identifiable facility, equipment, apparatus, or the like which makes use of solar energy for heating, cooling, or reducing the use of other types of energy dependent upon fossil fuel for its generation; provided that if the equipment sold cannot be used as a solar device without its incorporation with other equipment, it shall be installed in place and be ready to be made operational in order to qualify as a “solar energy device”; provided further that “solar energy device” shall not include skylights or windows.

“Townhouse” means a series of individual houses, having architectural unity and a common wall between each Apartment Unit, provided that each Apartment Unit extends from the ground to the roof.

Owners must submit proposals to the Board of Directors (in care of the Managing Agent) for review and approval, which will only be allowed on townhouses, as defined above.

However, it is strongly suggested to contact the Managing Agent, first, to review placement of such device, as well as review the Owner’s responsibilities re: placement on a common or limited common element.

The proposal must include a copy of the contract with the Solar company or contractor who will be installing device(s) with a diagram or picture of their unit(s) indicating placements of proposed device(s).

V. General Rules and Regulations

A. Employees of the Association:

1. The Association's maintenance employees, if any will use every effort to effectively care for the grounds of the project. To the extent that such employees are unable to do so, every Owner or occupant is to do his or her part and to use his or her influence on all members of his or her household to do their part towards abating unsightliness on the Project.
2. Maintenance employees of the Association are under the sole direction of the Managing Agent, and during their prescribed hours of work, such employees shall not be diverted to the private business or employment of any individual Owner or occupant.
3. No Owner or occupant may require an employee to leave the common elements.
4. Cleaning of apartments, including all windows and exterior glass, lanai(s) and limited common elements, is the responsibility of the respective apartment Owners.

B. Solicitation: No solicitation or canvassing will be allowed in or about the common areas at any time.

C. Access to Apartments: The Managing Agent is not required to give access to an apartment without the written permission of the Owner thereof, a registered agent of the Owner or a registered tenant.

D. Registration of Occupants: Owners and occupants shall complete a written registration form providing their name, address, phone number and signature with the Managing Agent upon purchasing and/or taking occupancy of an apartment and shall furnish the Board and/or the Managing Agent with such other reasonable information as may be requested from time to time.

Owners shall provide updated information to agent, and/or change of Owner's address). Owners shall complete a written registration form as necessary to update information to the Managing Agent upon the occurrence of any material changes (i.e. change in tenants, registered agent, and/or change of Owner's address).

E. Compliance: Each Owner shall observe these Rules and endeavor to see that all occupants also observe these rules. In the event that expenses are incurred due to violations of these Rules, the Owner of the apartment to whom the violations are attributable, whether as a result of activities of the occupants or guests of the apartment or conditions maintained therein, shall be responsible for payment of same, including reasonable attorneys' fees which shall be assessed against the Owner's Apartment Unit if not paid within ten (10) days following invoicing of same.

F. Observance of Law: Each apartment Owner will at all times keep his or her apartment in a strictly clean and sanitary condition and will observe, perform and abide by all laws, ordinances, rules and regulations now or hereafter made by any governmental authority and all restrictions, covenants, conditions and provisions of the Declaration, the By-Laws,

these Rules and any agreements, decisions and determinations duly made by the Association.

VI. Antennas And Satellite Dishes

As used in these rules, mast, antenna, or satellite dish” means only those items authorized or required to be permitted under In re: Preemption of Local Regulation of Satellite Earth Stations & Implementation of Section 207 of the Telecommunications Act of 1996; Restrictions on Over-the-Air Reception Devices; Television Broadcast Service and Multi-channel Multipoint Distribution Service, Report and Order, Memorandum Opinion and Order and Further Notice of Proposed Rulemaking, FCC 96-328 (FCC Rules) (August 6, 1996), and any subsequent amendments thereto. For example, a mast or antenna for personal communications or amateur radio will be subject to the existing rules and/or later adopted municipal, state, and/or federal statutes.

- A. Generally, a mast, antenna or satellite dish shall only be installed on property, which is within the exclusive use of the user’s private lanai or yard.
- B. Except under those circumstances specifically required and/or mandated by law, a mast, antenna or satellite dish shall not be mounted to the roofs or exterior walls of any building or any other common element.
- C. Generally, a mast, antenna or satellite dish may not extend beyond the lanai’s boundaries.
- D. Generally, a mast, antenna or satellite dish may not extend for if it was to fall, it would not fall beyond the user’s exclusive use property.
- E. Every Owner must notify the Fairway Village at Waikele Association and the Waikele Community Association within seven (7) days after the Owner installs a mast, satellite dish or antenna on any property at Fairway Village at Waikele or Waikele Community. However, prior to any proposed installation, it is strongly recommended the apartment Owner and/or installation contractor contact the Managing Agent to determine whether the proposed installation is in compliance with current applicable guidelines, as removal of improper installations, and repair of any damage caused by same, shall be the sole responsibility of the Apartment Unit Owner.
- F. All rules set forth in the Waikele Community Association Rules and Guidelines and the Telecommunication Act of 1996 shall be followed, and be applicable to any proposed installation.

VII. Pet House Rules

Background: Fairway Villages at Waikele is one of the few such communities that are “pet friendly” and we wish to remain so. However, due to the increasing number of complaints regarding irresponsible pet ownership and the apparent lack of control some Owners have over their dogs, the Board of Directors of the Association of Apartment Owners of Fairway Village at Waikele is concerned about safety and liability issues regarding pet ownership. In order to maintain our “pet friendly” status, the Board contacted various sources for assistance in creating “Pet House Rules.” With the input from the Hawaiian Humane Society and the Association attorney, the Board has implemented the following additions to the House Rules:

- A. It is strongly recommended all pets wear some type of identification containing their owner’s contact information while present anywhere on the common elements.
- B. Dog Owner shall provide a Certificate of Insurance to the AOA evidencing they carry liability insurance providing coverage for property damage and/or bodily injury claims arising from the conduct of their dog(s) with minimum limits of liability of \$300,000 per

claim/occurrence and \$300,000 aggregate which shall identify the AOA Fairway Village at Waikele as an "Additional Insured" on such insurance policy.

- C. Animals who exhibit aggressive or vicious behavior, as defined in Article 7 of the City and County of Honolulu Revised Ordinances will be given one written warning. If such behavior continues, the Owner may be asked to remove the animal from the property, in accordance with the State law regarding vicious animals, as set forth in Section 142-75, Hawaii Revised Statutes. The following breeds of dogs, including mixed breeds thereof, are prohibited anywhere at the project: Akita, Cane Corso, Chow Chow, Dalmatian, Doberman Pinscher, German Shepherd, Great Dane, Husky, Malamute, Mastiff (Bull Mastiff and Neapolitan Mastiff), Pit Bull (American Pit Bull Terrier, American Staffordshire Terrier, Staffordshire Bull Terrier, Staffordshire Terrier), Presa Canario, Rottweiler, and Saint Bernard. Dogs utilized by disabled persons in accordance with the Federal Fair Housing Act as assistance and/or service animals are exempt from these breed restrictions.
- D. Pets in common areas must be under complete control of a responsible human companion, who is physically able to restrain the animal, and on a short hand-held leash (5 feet maximum) or in a pet carrier.
- E. When not on leash, pets must be confined to the pet Owner's apartment or fenced in privacy yard, must not be allowed to roam free, and may not be tied to or unattended in any common area at any time.
- F. Pets in transit are to be leashed or placed in an animal carrier.
- G. Pets that make noise continuously and/or incessantly for a period of 10 minutes or intermittently for ½ hour or more, to the disturbance of any person at any time of day or night (per Revised City and County of Honolulu Ordinance 90-55) may be asked to be removed from the property.
- H. In accordance with Article V, Section 5.03(g) of the Bylaws, no livestock, poultry, rabbits are permitted at the project. Pets shall not be kept, bred or used for any commercial purpose. A total of no more than two (2) pets may be kept in any Apartment Unit.
- I. Pet Owners are responsible for any damage to the common elements caused by their pets. Any damage caused by cleaning chemicals or other such materials used in an attempt to remedy said damage are also the full responsibility of each pet Owner.
- J. Persons who walk pets are responsible for immediately cleaning up after their animals, and discarding securely bagged pet droppings in trash containers.
- K. Cat litter may not be disposed of in toilets, but must be discarded in securely tied bags in the trash containers.
- L. Pets must be on an active flea and tick control program.
- M. In accordance with the Federal Fair Housing Act, and notwithstanding any other provision herein, disabled residents may have assistance and/or service animals in their apartments as necessary to allow full use and enjoyment of their apartments and the common elements.
- N. Animal food should be stored in metal or thick plastic covered containers to prevent problems with insects and rodents.

- O. Feeding, caring for, or otherwise aiding stray animals is prohibited. Likewise, residents are prohibited from feeding wild birds from their lanai, in their privacy yards or in common areas. Injured or stray animals shall be reported to the Hawaiian Humane Society for pick-up.
- P. With the exception of those items carrying specific penalties, all of the above will be considered violations of House Rules and existing penalties will apply, i.e. warnings, violations, etc.

VIII. Violations Of These Rules

A. Reporting Violations and Damages

1. All corrective actions with respect to violations of these Rules and damages to the common elements will be enforced by the Board and shall be reported promptly to the Board or the Managing Agent. The cost of such corrective actions, including any legal fees of enforcement, may be recovered from the person or persons responsible, including, but not limited to, Owners or occupants.
2. Damages to common elements shall be surveyed by the Board or the Managing Agent at the direction of the Board and the costs of repairs or replacement incurred, including any legal fees of enforcement, may be assessed by the Board against the person or persons responsible, including, but not limited to Owners or occupants for damages caused directly or indirectly by their guests.

B. Actions

Any violation of these Rules shall give the Board, acting on behalf of the Association, the following rights of action without regard to the notice and citation procedures set forth herein:

1. To enter an apartment in which, or as to which, such violation or breach exists and to summarily abate and remove, at the expense of the apartment Owner in breach, any conduct or activity or any structure, condition or circumstance existing or taking place within or as to the apartment in violation of these rules, the by-laws or the declaration; and the board shall not thereby be guilty if any trespass; provided, however, that notwithstanding the forgoing, the board shall have such right of entry only in such instances where the violation or breach threatens and immediate, substantial and undeniable threat to the life, limb or property of any apartment Owner, member of his or her family, tenant, guest, licensee or invitee; or
2. To enjoin, abate or remedy by appropriate legal proceedings, the continuance of any such breach, with all costs thereof, including attorneys' fees, to be borne by the apartment Owner in breach.

C. Violation Fine Policy

1. In the event of a violation of House Rules, a written Fairway Village at Waikele "Rules Violation Notice" will be given to the Owner/resident, either by mail, hand delivery, and/or posting on the Apartment Unit door, setting forth the violation(s) and advising the Owner/resident as to action to correct the violation not later than the deadline stated on the notice.

2. If applicable, the Apartment Unit or affected area will be inspected on or after the deadline for compliance stated in the Rule Violation Notice to determine whether the referenced violation(s) have been corrected. If the violation(s) have not been corrected by the deadline stated on the Notice the Owner/resident will be fined \$50.00 per occurrence, which will be assessed against the Apartment Unit Owner and will thereafter accumulate at \$50.00 each day the violation remains uncorrected.
3. If the violation(s) still exists after Owner/resident is fined for thirty (30) days or more, the matter will be brought to the attention of the Board for consideration of legal action. If referred to legal counsel by the Board, any attorneys' fees and costs incurred will be assessed of the Apartment Unit Owner in accordance with HRS §514B-157(a)(3).
4. In accordance with Article IV, Section 4.08(d) of the Bylaws, any Rule Violation Notice assessing a fine shall be mailed to the Apartment Unit Owner not less than twenty-five (25) days prior to the Board Meeting where the Apartment Unit Owner shall be given an opportunity to appear at a hearing before the Board and state reasons against assessment of the fine. Such Notice shall state the following:
 - a. The conducting of a hearing by the Board wherein it will consider appeal of the assessed fine;
 - b. The reason for the assessed fine;
 - c. The date, time and place of the Board Meeting where the hearing will take place.

The Board's decision will be final regardless of whether the Apartment Unit Owner attends the hearing, and written notice of the Board's decision will be provided to the Apartment Unit Owner which shall become effective within four (4) days after it is deposited in the U. S. Mail addressed to the Apartment Unit Owner.

If the fine is paid, the Apartment Unit Owner shall have the right to initiate a dispute resolution process as provided by Hawaii Revised Statutes Sections 514B-161, 514B-162, or by filing a request for an administrative hearing under a pilot program administered by the Department of Commerce and Consumer Affairs

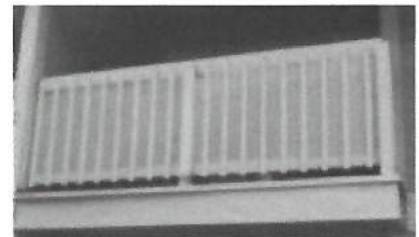
IX. Amendments

These Rules may be amended by a majority vote of the Owners at a meeting of the Owners duly called and held in the manner provided for in the By-Laws, or by a majority vote of the Board at a meeting of the Board duly called and held, the specific purpose of which to consider an amendment of these Rules shall be noted in the call or by any other method specifically permitted under Chapter 514A of Hawaii Revised Statutes.

X. Attachments

A. Second Floor Privacy—Lanai Rail Shade Specifications

1. Location: Second Floor Privacy Railings Only.
2. Specifications:
 - a) Color – Off White (To match your trim)
 - b) Material – 16 oz. Reinforced Vinyl Laminate or equivalent.



3. Rail Shade Installation:
 - a) The rail shade shall be attached directly under the 2" x 6" hand rail with the use of an aluminum track system secured by using 1" flat head screws.
 - b) The bottom portion of the shade shall be attached to the back of the vertical pickets where they meet the 2"x 4" runner on the lower half of the rail using 3/4" flat head screws and washers, the lower corner tabs should be pulled tight against the wall trim and secured to the 2"x 2444" runner using 1" screws and washers. All mounting hardware must be compatible with existing lanai railing material so as to resist corrosion. Any installation resulting in corrosion to the lanai railing, the mounting hardware and/or adjacent common or limited common elements will have to be repaired and/or replaced at the expense of the homeowner.
4. Notes & Stipulations:
 - a) The rail shade when used must: Be installed across each section or railing if more than one section exists to create a uniformed appearance through out the units' lanai.
 - b) Be installed and maintained in a tight manner to minimize flapping in the wind, and present a smooth appearance free of wrinkles and creases.
 - c) Be kept clean and attractive in appearance at all times. Any items stored on the lanai following installation must be maintained behind a closed shade at all times, and kept back from the rail so as not to visible from the outside, and/or protrude over or through the lower lanai railing.
5. Acquisition of approval prior to installation, as well as the purchase, installation, maintenance and use of any rail shade shall be the sole responsibility of the homeowner. Failure to comply with these specifications shall be a violation of the house rules and regulations of Fairway Village at Waikele.

B. Exterior Drop Blinds



C. Garage Doors – Martin brand Garage Doors- Ranch Style



