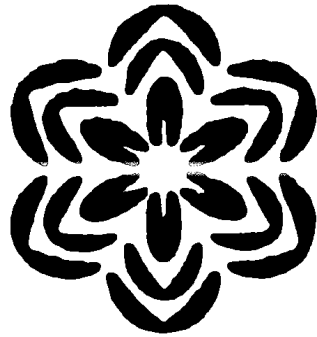


# NAURU TOWER



# House Rules

**FINAL**  
**(Adopted by the Board of Directors on August 18, 2021)**



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## INTRODUCTION

Condominium living requires each occupant to respect the needs and rights of others who live or work in the building. These House Rules are designed to make occupancy at Nauru Tower (the “Project”) safe and enjoyable for all owners, tenants, visitors, guests and workers. The primary purpose of these House Rules is to state the duties and obligations of living and working at the project. These House Rules attempt to create a balance between the rights, freedoms and privileges of condominium living and the restrictions and limitations on individual behavior that are necessary so all may experience the quiet enjoyment of living or working at the project, in the context of a safe and enjoyable environment. In so doing, the comfort and security of all is assured.

The Board of Directors of the Association of Apartment Owners of Nauru Tower (the “Board”) shall be responsible for enforcing these House Rules through the authority delegated to the General Manager and the Managing Agent. All apartment owners, both residential and commercial, and all other occupants, tenants, guests, visitors and workers shall be bound by these House Rules.

The House Rules supplement but do not change the obligations of the apartment owners and all occupants, tenants, guests, visitors and workers as set forth in the Declaration of Condominium Property Regime (“Declaration”) and the By-Laws (“By-laws”) pertaining to the Project. In the event of any inconsistency between these House Rules and the Declaration or the By-Laws, the Declaration and the By-Laws shall prevail.

The Board may make such other rules and regulations from time to time or amend the following House Rules, as it deems necessary or desirable.

## **A. APPLICATION OF HOUSE RULES**

These House Rules are applicable to all apartment owners, both residential and commercial, as well as where applicable, their tenants, guests, visitors and workers. Note that these House Rules are further subject to the Declaration, Bylaws and other governing documents such as resolutions adopted by the Board of Directors.

## **B. OCCUPANCY**

### **1. Use of Apartments**

- a. All apartments designated as “residential” in the Declaration shall be used for private residential dwellings only. No residential apartments shall be used for the conduct of any business, except for “Home Occupations”, as defined in the Honolulu City & County’s Land Use Ordinance, Chapter 21, Article 10.
- b. All apartments designated either as commercial or parking shall be used only for the purposes or uses permitted in the Declaration.

### **2. Number of Occupants**

The apartments shall have no more persons residing therein than is permitted under the Revised Ordinances of Honolulu, Housing Code, Chapter 27, Article 4.

### **3. Move-in / Move-out Procedures**

- a. Movement of large items requiring use of the service elevator shall be scheduled in advance with the General Manager or Nauru Tower Security for its use during business hours. The passenger elevators shall not be used for moving.
- b. Move-ins and move-outs are permitted only between 8:00 a.m. and 5:00 p.m. Monday through Saturday. Moving is not permitted on Sundays or holidays. (No exceptions).
- c. All new occupants must be registered with the General Manager within 3 days of commencing occupancy.

## **C. TEMPORARY OCCUPANCY**

### **1. Use by Owners, Tenants and Guests**

Subject to the limitations in section 2 below, an apartment owner may lease or rent his or her apartment or make it available to friends or family members but the person or

persons leasing, renting, or living in the apartment shall abide by the Association's governing documents, including these House Rules.

2. Time Shares, Short-term or Vacation Rentals

Time shares and short-term or vacation rentals of less than 180 days are not permitted.

**D. REGISTRATION AND RESPONSIBILITY FOR CONDUCT OF INVITED PERSONS**

1. Owner and Resident Contact Information

Upon purchasing and/or taking possession of an apartment, for both residential and commercial units, all owners or their pre-authorized legal representatives or agents, residents, tenants, and lessees are responsible for registering their contact details, including their name, other addresses and phone numbers and/or those of their local agent, with the General Manager's office. Such information will be solely used to contact the owner or local agent on any matter relating to the ownership of their unit

- a. Upon occupancy, an apartment entry key or code shall be given to the General Manager to facilitate emergency access. In the event of an emergency wherein the owner, authorized representative, agent, tenant or lessee cannot be contacted, these House Rules give the General Manager the right to enter a unit for the sole purpose of mitigating any damage to any element of the project or to other apartments.
- b. All owners who do not reside on Oahu must appoint a person living on Oahu to be their local contact agent in the event of issues arising with their apartment.
- c. All occupants shall register with the General Manager information regarding the make, model and license number of all personal vehicles that will be parked on the property.

2. Conduct of Owners, Tenants, Guests, Visitors and Other Persons

- a. An apartment owner shall be responsible for the conduct of his or her tenants and the guests, visitors, family members or service providers and their employees, of any such owner or tenant.
- b. An apartment owner or tenant shall upon request of the General Manager, immediately abate and remove, at his or her expense, any structure, thing or condition that may exist with regard to the occupancy or use of his or her apartment by any such person or persons contrary to the intent and meaning of the provisions hereof.



- c. If an apartment owner or tenant is unable to control the conduct of any such person or persons to conform with the intent and meaning of the provisions hereof, such apartment owner or tenant shall, upon request of the General Manager, remove such person or persons from the premises, without compensation for lost rentals or profits or any other damage resulting therefrom.

## **E. ACCESS TO APARTMENTS**

### **1. Access by Owner/Occupants**

- a. Only those persons registered as owners or occupants of a unit shall be given access to that unit. Guests, visitors and other persons not duly registered must obtain and present to the General Manager written authorization from the unit owner/occupant before access will be provided.
- b. Upon purchase of a unit, or upon commencement of lease, fobs or other cards/openers that are used to permit access to the secured doors in the building will be transferred to the new occupant(s) from the seller or landlord of the unit. Additional security devices may be purchased by owners/occupants for a refundable deposit of \$50 per device. Lost, abused or broken security devices may be replaced for a refundable deposit of \$50 per device. Security devices which no longer function as a result of defect but not as a result of normal wear may be replaced at no charge, such determination to be made in the sole discretion of the General Manager.
- c. Access to a unit shall be provided to a duly registered owner/occupant, in the event that owner/occupant is unable to access their unit. The General Manager may charge the owner/ occupant a fee if there are an excessive number of these requests, which may be a higher amount after normal office hours and on weekends and holidays.
- d. Access to a unit may be provided to workers or other commercial representatives only if those persons are previously authorized by the owner/occupant or obtain and present to the General Manager evidence of authorization from the owner/occupant or the owner's local agent.

### **2. Access by Employees of the Association**

- a. Except in an emergency, in which there may be potential for significant damage to other apartments or the common areas unless urgent action is taken, Association employees are not permitted to enter apartments, unless invited by the owners/occupants.
- b. Maintenance, housekeeping and other employees of the Association are prohibited from working for owners/occupants in their units while employed by the Association.

3. Access by Realtors

- a. "Open Houses" by Realtors are ordinarily held on Sundays, between the hours of 1:00 pm to 5:00 pm. Open houses and similar events organized by Realtors at other days and times require approval of the General Manager.
- b. No open house signs, cards or emblems are allowed on front lawns, common area walls, entry phones or elevators, with the exception of one 8½ x11 inches Open House sign, for each unit to be shown, to be located at the guest sign-in table. Such signs may only be placed to advertise an open house and only on the day and at the specified hours such property is open for viewing.

**F. PETS AND SERVICE/ASSISTANCE ANIMALS**

1. Pets:

Residents may keep as pets in their apartments, fish in aquaria, birds in cages, and no more than two (2) cats. Except for service and assistance animals, as specified below, no dogs shall be kept or allowed in any part of the Project.

2. Service/Assistance Animals

- a. Service/assistance animals must be registered (See SERVICE/ASSISTANCE ANIMAL REGISTRATION form) with the General Manager's office prior to coming onto the Association premises or as soon as possible thereafter but in no event later than five (5) calendar days.
- b. The Association reserves the right to verify requests for reasonable accommodation in the form of service or assistance animals by engaging in an interactive process with the requestor, for the purpose of verifying that the individual has, in fact, a disability, as defined in Hawaii or federal statutes, provided that medical records, access to health care providers, a diagnosis, or nature or severity of the individual's disability is not requested; and
- c. If the disability-related need for a service or assistance animal is not readily apparent, verification that the service or assistance animal is needed to alleviate one or more symptoms of the individual's disability must be presented to the General Manager.

3. Certification Letter:

A suggested "Certification Letter Regarding Request for Accommodation of Service/Assistance Animal" is available at the General Manager's office.

#### 4. Behavior Control:

- a. Whenever in the common areas of the Association, a pet or service/assistance animal must be under the control of the animal's owner or handler by being carried or by use of a harness, leash, tether, cage or other means of physical control. If the nature of the person's disability makes physical control impracticable, or if physical control would interfere with the assistance that the animal is providing, the animal must be under the control of the animal's owner or handler by voice control, signals, or other effective means.
- b. All ambulatory animals must be registered with the General Manager prior to a resident's move-in.
- c. Pet and service/assistance animal owners are responsible for the behavior of their pets and animals. No pet or animal shall create any nuisance, disturbance, or noise which interferes with the quiet enjoyment of other residents, guests, or visitors. No pet or animal shall urinate or defecate in any of the common areas including the landscaped grounds of the Project, or in limited common areas, including but not limited to parking stalls, rooftops, lanais, recreation areas and the like. Pursuant to the authority delegated by the Board, the General Manager may cite, fine, and ultimately require removal of a pet or animal if the pet or animal bites, exhibits aggressive or vicious behavior, becomes a nuisance, or is destructive to common areas.

### **G. VEHICLES AND PARKING**

#### 1. Use of Roadways and Passageways:

- a. The roadways and passageways of the Project are administered by the Association and are for use by the apartment owners and their tenants and guests.
- b. The walkways, passages and roadways must not be obstructed or used for any purposes other than ingress and egress.

#### 2. Parking Automobiles and Other Vehicles

- a. Parking in unmarked areas is prohibited.
- b. Assigned parking stalls may be used to park automobiles, trailers, motorcycles or bicycles.
- c. All vehicles parked in stalls must be properly licensed and registered, in safe and operable condition, and street-legal in Honolulu County. Unlicensed motorized vehicles are not permitted to be operated anywhere in the Project.

- d. Trailers may carry watercraft (including but not limited to boats, jet skis or similar personal watercraft, canoes, kayaks, and surfboards or paddleboards) providing such trailers and watercraft shall not protrude from the stall and shall be kept in a neat, organized manner.
- e. All vehicles, including bicycles, mopeds, motorcycles, and other similar vehicles, when not being used, must be kept in the area or areas designated for such purpose or within the confines of an assigned parking stall.
- f. Except for bicycles, no other wheeled toys or other unmotorized vehicles or unlicensed motorized vehicles (including but not limited to skateboards, scooters or toy cars) shall be permitted in the parking garage structure.
- g. Stalls may not be used to store or maintain any furniture, packing crates, beach items, scuba gear or other personal property items except as set forth herein.
- h. Violators of any parking regulations may have their vehicle towed away at their own expense.
- i. No vehicles, including bicycles, are to be ridden on walkways, planted areas or in the recreational park area.
- j. Skateboards (manual or motorized) are not to be ridden anywhere within the Project.
- k. Bicycles shall not be taken into the elevators (except the service elevator), lobbies, stairways, or common area lanais of the Project.
- l. No wheeled vehicles, including but not limited to bicycles, tricycles and toys, shall be taken into the tennis court area.
- m. The parking stalls in the circular drive area around the front of the building may be used by both residents and guests for short stops such as for loading or unloading and are limited to a maximum period of 30 minutes. The EV recharging stalls are for use by Electric Vehicles only. Pre-registration with management is required and the maximum time limit is to be determined by the General Manager as appropriate. Registration is required for all temporary parking.
- n. Guest parking stalls identified as C20 through C30 inside the parking garage are for the use of guests only, not for residents, and stalls identified as C31 through C42 are meant for the use of guests of specifically designated commercial unit customers. No overnight parking (between the hours of 1:00 a.m. and 5:00 a.m.) is allowed except pursuant to previously arranged authorization by the General Manager's office. Registration is required, and unregistered overnight vehicles may be towed at the owner's expense.

- o. Stalls in the 2A parking area identified as B53 through B64 (except for those currently used for bicycles) are for resident loading/unloading only and are limited to a maximum of 30 minutes. Registration is required.
- p. Persons parking in any of the above areas must register on the guest-parking log located on the table at the elevator lobby entrance. Vehicles that are not registered may be towed.
- q. The speed limit in the parking garage and on driveways is five (5) miles per hour.
- r. Headlights must be used while in transit through parking garage.
- s. No vehicle repairs may be made at any time in the common areas of the Project. Only minor adjustments to the vehicle not requiring specialized tools may be made within an owner's parking stall or in the car-washing area by the loading dock. Parking in the car-washing area is limited to 45 minutes.
- t. Damage to vehicles, personal property or common elements shall be the responsibility of the person causing the damage. The Association accepts no responsibility for damage to vehicles or their contents while the vehicles are parked or transiting through the parking structure or roadways of the Project.
- u. The restrictions of this Section G shall not apply to vehicles or other aids used to aid a person who requires such assistance, including by way of example and not limitation, a wheelchair.

## **H. NOISE AND NUISANCES**

### **1. Noise and Nuisances Prohibited**

No loud noises or nuisances shall be allowed in the Project, nor shall any use or practice be allowed which is in violation of the Declaration, By- Laws or these House Rules, or which unreasonably interferes with or is an unreasonable annoyance to the peaceful possession or use of the Project by other apartment owners or occupants.

### **2. Noise Abatement**

- a. Except in an emergency, no workers shall be allowed in any buildings of the Project before 7:00 a.m. or after 5:00 p.m., Monday through Saturday. No work generating any noise shall commence until 8:00 a.m. No repair/remodeling work of any kind shall be permitted on Sundays. or holidays. (See NAURU TOWER REMODELING Policy)

- b. Radios, TVs, stereos, and other electronic devices, etc. in the apartments, if used between the hours of 10:00 p.m. and 8:00 a.m., shall be played at reduced volume.
- c. When guests or visitors of any apartment are arriving or leaving at any time but especially at night, noise must be kept at a minimum.
- d. Excessive noise at any time should be reported to the Nauru Tower Security Office.

3. Objectionable Odors

Objectionable odors are prohibited. Residents and other occupants shall not cause or allow objectionable odors to emanate from their apartments.

4. Soliciting Prohibited

No soliciting, whether commercial, religious, political or any other kind, is allowed in the Project. Any resident who observes solicitation should report this observation to Security.

5. Apartment Whirlpool Tub Use

The operation of the jets in a whirlpool tub in an apartment may disturb residents in the surrounding apartments. Therefore, the jets in the whirlpool tubs shall not be used between the hours of 10:00 p.m. and 6:00 a.m.

**I. SAFETY CONSIDERATIONS**

1. Flammable or Dangerous Liquids:

Flammable fluids, such as gasoline, kerosene, explosive materials, or other articles deemed hazardous to life, limb, or property shall not be brought into the Project buildings or stored in storage lockers. Residents are cautioned to exercise reasonable judgment with regard to fire safety, including but not limited to not leaving candles or any open flame unattended, and not leaving appliances running when the resident is not present in the unit.

2. Overloading of Floors:

The maximum load limit for the floors is 50 pounds per square foot, which has been determined to be more than sufficient for ordinary residential and commercial use. Nothing shall be allowed, done, or kept in any apartment or in the common areas which would overload or impair the floors, walls or roofs, or cause any increase in the ordinary premium rates, or cancellation or invalidation of any insurance maintained for the Association.

### 3. Water Beds

Pursuant to Article VI, Section 1 (o) of the By-Laws, no waterbeds shall be permitted in any apartment in the Project.

### 4. Right of Entry

Every apartment owner, tenant, or guest hereby grants right of entry to the General Manager and/or other persons authorized by the General Manager, in the event of an emergency originating in or threatening such apartment, the common areas or any other apartment, whether or not such owner or occupant is present at the time. Keys or entry codes are required to be submitted to the Nauru Tower Security office for this purpose.

### 5. Stairwell Exit Doors and Apartment Entry Doors

To comply with the Fire Life-Safety Code, stairwell entry/exit doors and apartment entry/exit doors must be kept closed at all times, except during entrance or exit.

### 6. Emergency Notification

Residents should first call 911 in the event of any emergency requiring urgent response from fire, police or medical services. After this call, residents should next notify Security (592-1203) of the situation. Other emergencies, especially those which may be life-threatening, should be brought to the immediate attention of Security.

## **J. AESTHETIC CONSIDERATIONS**

### 1. Cleanliness: Attractive Appearance of Apartments and Lanais

- a. All owners and tenants are responsible for the cleanliness and regular maintenance of their apartments, parking stalls and lanai areas.
- b. All owner-controlled areas shall be maintained in a sanitary condition.
- c. No objects other than appropriate lanai furniture and potted plants are permitted on lanais. No other objects large enough to be visible from the ground shall be stored on the lanais.

### 2. Window Cleaning

Each owner shall be responsible, at the owner's expense, for cleaning all windows which are accessible from inside their apartment or lanai. All other windows shall be cleaned by the Association as a common expense.

### 3. Windows or Railings

No clothes, bedding, carpeting, signs, posters, or anything else shall be hung on or from windows or lanai railings in such a manner as to be visible from roadways, walkways, or common areas.

### 4. Signs and Advertising

Except as specifically permitted by the General Manager, owners and tenants shall not place any signs or advertisements in or on any part of any of the Project buildings or in or upon any of the common elements.

### 5. Trash Disposal

- a. Food waste shall be disposed of through the garbage disposal wherever possible.
- b. In order to minimize any odors emanating from the trash chute, all other household trash, except recyclable items, shall be secured in nonpermeable bags and deposited into the trash chute.
- c. Refuse, garbage, trash or items to be donated of any kind shall not be placed or thrown in any common area of the Project, except in specified designated areas. Any recyclable materials to be left on the service landing of each floor shall first be thoroughly cleaned.

### 6. Outside Apartment Entry Doors

No objects of any type, including garbage cans, household or commercial supplies, excess items or similar articles shall be placed outside the entry door of any apartment.

### 7. Common Areas

- a. No items of personal property, including shoes or slippers, baby carriages, bicycles, surfboards, packages, boxes or crates, shall be left or allowed to stand on any of the common areas of the Project, except as may be specifically permitted by the Declaration, the By-Laws or these House Rules.
- b. Articles of any kind left in any common area shall be treated as abandoned property pursuant to the Hawaii Condominium Property Act.
- c. A small carpet may be placed at the corridor unit entry for any residential unit on a floor that does not have a carpeted common area.



- d. No carpets, mats or similar items shall be placed outside the doors of any commercial units.

8. Sewer Lines

Owners and tenants shall not flush sanitary napkins, tampons, paper towels, pet litter, dental floss, or any such materials which may clog sewer lines, down toilets, sinks or tubs. The cost of cleaning sewer lines will be charged to owners if such items are found in the lines.

9. Curtains and Drapes

Window coverings, such as curtains, drapes, shades and blinds, shall either be required to be of a neutral shade or must be done with curtain liners of a neutral shade in conformance with the aesthetics of the Project. Installation of window coverings which involve penetration of any wall surfaces requires prior approval by the General Manager.

**K. APARTMENT REPAIRS, MAINTENANCE AND MODIFICATIONS**

1. Repairs and Maintenance

- a. Every apartment owner, at all times, shall perform promptly all repair and maintenance work within his or her apartment, the omission of which would adversely affect any common element or any other apartment. The owner shall be responsible for all loss or damage caused by his or her failure to do so.
- b. All repairs of internal installations within each apartment, such as plumbing and electrical fixtures, appliances, telephones, doors, lamps, air conditioners, electrical metering equipment, and other fixtures and accessories belonging to such apartment, including the wall and floor coverings, shall be at the apartment owner's expense and liability.
- c. Any repairs or maintenance that may affect the common elements shall be performed by a licensed contractor and must first be approved in writing by the General Manager.
- d. All owners shall comply with requirements established by the Association relating to inspections of high-risk components, by way of example, such as plumbing and air conditioning systems, by making their units available for inspection and making such repairs as may be determined to be necessary. (See HIGH-RISK COMPONENTS RESOLUTION as adopted by the Board.)

## 2. Modifications and Alterations

- a. Any provisions under this Section shall be further subject to the provisions of the most recent version of the Nauru Tower REMODELING POLICY, and the provisions of such policy shall prevail.
- b. Any owner wishing to make modifications or alterations to their apartment must first notify the General Manager of their intent (See APPLICATION FOR APPROVAL OF PLANS.) All modifications and alterations must receive prior written permission from the General Manager.
- c. The General Manager may require the presentation of plans and specifications prepared by a registered architect or engineer for the modifications or alterations, prior to approval.
- d. Any modification or alteration which may affect the common elements or other apartments shall be performed by a licensed contractor approved in writing by the General Manager.
- e. No owner or tenant, except with the written consent of the General Manager, shall permit the attachment, hanging, projection or protrusion of any object, including wiring or other devices for electrical or telephone installations, televisions, electronic equipment or other appurtenances on the exterior of the buildings or protruding through the walls, windows or roofs thereof.
- f. The General Manager may inspect any work in any apartment and may order the removal of any work which has not been approved or which may adversely affect other apartments, the common elements or the exterior appearance of the Project.
- g. No person (other than authorized tradesmen and technicians, and owners who have a roof lanai as a limited common element appurtenant to their apartment) shall be allowed on the roof of the Project for any purpose.

## 3. Restrictions on Unit Alterations

- a. Remodeling/construction work within an apartment, as well as the use of the loading dock, is only permitted between 7:00 a.m. and 5:00 p.m. Monday through Saturday, however, no hammering, chipping or pounding may begin prior to 8:00 a.m., and may only occur Monday through Friday. No construction of any kind shall be permitted on Sundays or holidays.
- b. All contractors, including housecleaners, must park and unload their tools, equipment and construction materials at the loading dock. All contractors and other workers shall use the service elevator only. The residential elevators shall not be used by contractors or their employees unless permission is given by the General

Manager. Contractors and their employees are prohibited from roaming or loitering in common areas.

- c. All repair, maintenance and modification work within each apartment shall be performed by licensed and insured contractors, except for small projects which qualify for the Handyman Exemption, as defined in HRS 444-2. To qualify, a small project must have a total labor and materials cost of less than \$1,500 and must not require a plumbing, electrical or building permit.

## **L. ALCOHOL AND SMOKING**

1. Alcoholic beverages: The consumption of alcohol in any of the common areas of the Project is prohibited at all times, with the following exceptions. Alcoholic beverages are permitted only:

- a. On the 7<sup>th</sup> floor recreation deck in the picnic areas, until 10 p.m.; (See also N3: Recreational Facilities Party Restrictions for additional limitations) and
- b. In the makai lobby/lanai areas during social events scheduled by the Board or its committees; and
- c. At any other time or place specifically approved by the Board or the General Manager.

### 2. Consumption

The consumption of alcoholic beverages at the above permitted locations and times is subject to the following restrictions:

- a. Residents must provide their own alcoholic beverages. Insurance and liability restrictions prohibit the Association from providing any alcoholic beverages under any circumstances.
- b. Security staff may monitor all drinking activity and may suspend this privilege for any residents or their guests who cause excessive noise or disruption to the quiet enjoyment of the facilities by other residents.
- c. The consumption of alcoholic beverages is at the sole discretion of each resident. The Association assumes no responsibility or liability for any adverse consequences of this consumption.
- d. Owners, residents and guests shall adhere to any Federal, state or county restrictions existing with regard to alcoholic beverage consumption.

### 3. Smoking

Smoking is not permitted in any common area other than the specifically designated outdoor areas, indicated by the posted “Smoking Area” signs. Residents smoking in their apartments must take reasonable steps to prevent smoke from infiltrating the common elements of the Project, as well as other units. These measures must be sufficient to prevent smoke seepage out of windows or doors or smoke penetration into neighboring units via air conditioning intake or exhaust vents.

## **M. SWIMMING POOL, HOT TUBS AND POOL DECK**

1. No Lifeguard on Duty: All owners, residents, tenants and other guests use the swimming pool and hot tubs at their own risk. Nauru Tower assumes no liability for adverse events occurring in and around the pool and hot tub areas.
2. Pool Deck Gate: State law requires that the pool gate be closed and latched at all times. All users of the pool deck facilities must ensure that the pool deck gate is securely closed and latched behind them when entering and exiting the pool deck area.
3. Pool and Hot Tub Hours: Use of the swimming pool and hot tubs is permitted only during the hours of 6:00 a.m. to 10:00 p.m. daily. These facilities may be closed periodically for maintenance.
4. Minimum Age to Use Pool and Hot Tubs: Parents or legal guardians of minors are responsible for determining whether their minor children may safely use the pool and hot tubs.
5. Persons Allowed to Use: Only residential owners, tenants, immediate family members and up to five (5) guests may use the pool, hot tubs and pool deck. If greater than five (5) guests per unit are desired, advance approval must be obtained from the General Manager. Commercial unit owners and their tenants or employees are not permitted to use the pool or hot tubs.
6. Use of Pool by Competent Swimmers Only: All persons who enter the pool shall be competent swimmers or if not competent swimmers, they must be continuously and directly supervised by a competent swimmer in order to be permitted to enter the pool.
7. Swimming Attire: Swimming is allowed only in proper swimming apparel. Any items that can potentially damage the pool pumps (for example, hair pins or any other metal or plastic items which could become dislodged) must be removed before entering the pool or hot tubs. Anyone with incontinence issues must wear rubber, plastic, or other non-permeable protective clothing while using the swimming pool or hot tub.

8. No Boisterous Conduct or Excessive Noise: Running, shoving others, horseplay or loud yelling are not permitted in the pool area. If electronic devices are used in the pool area, speakers shall be muted so as not to disturb other users of the facilities.
9. Prohibited Equipment: Diving gear, large rafts, large inflatable toys, surfboards and other such equipment are prohibited in the pool. Adaptive devices may be used by persons with disabilities.
10. No Food or Drinks: No food or drinks, except water, are allowed in the uncovered pool deck area. Food or drinks (other than alcoholic drinks) are allowed only in the covered area mauka of the attached shade structure and in the area around the three concrete planters. Anyone bringing food or drinks into the pool deck areas must remove or properly dispose of these items upon leaving.
11. Private parties: Any planned gathering of more than 10 people in the pool deck area requires special permission from the General Manager.
12. Prohibited Items: Only non-breakable items such as paper, plastic, aluminum, or metal items may be used on the pool deck and in the covered area adjacent to the pool deck. Used items shall be deposited in trash bins provided for that purpose.
13. Department of Health Regulations: All persons known to be or suspected of being contagious as a result of any infectious disease shall be excluded from the use of the pool or hot tubs. All persons exhibiting symptoms of contagion including, coughing, fever or shortness of breath shall be excluded from the pool or hot tubs. All persons with open wounds or sores and/or wearing bandages or band-aids shall be excluded from the pool or hot tubs. Spitting, spouting of water, or blowing the nose in the swimming pool or hot tubs is strictly prohibited.
14. Refusal of Admittance: The General Manager may refuse admittance to the pool and the pool deck areas for any noncompliant person and has the authority to eject any person who is not abiding by these House Rules.
15. Showers: All persons must shower first before entering the pool or hot tubs and must ensure that they are completely dry before re-entering the residential building.
16. Transit Attire: Proper attire is required while in transit through the main lobby. Footwear and cover-ups shall be worn with swimwear when in the elevators and other common areas, except the pool deck.

## **N. RECREATIONAL AREAS AND EQUIPMENT**

1. Seventh Floor Park Area:

- a. Unit owners, tenants, or their authorized representatives, and guests who accompany them may use the recreational areas of the 7<sup>th</sup> floor park. The private park area is available for the quiet enjoyment of owners, tenants, or their authorized representatives, and guests who accompany them continuously, without any hourly restrictions. Noisy or boisterous conduct is not permitted in the private park area.
- b. No camping or use of tents in the park area or in any of the common areas of the Project is allowed.
- c. The use of fireworks of any kind anywhere in the Project is strictly prohibited at all times.

2. Barbeque Areas

- a. Unit owners, tenants, or their authorized representatives, and guests who accompany them may use the BBQ/cabana areas. The BBQ/cabana areas are available for quiet enjoyment from 8:00 a.m. to 10:00 p.m., daily. The General Manager shall require that reservations for the BBQ/cabanas be made in advance.
- b. Unit owners, tenants, or their authorized representatives must submit a reservation to use the BBQ areas via Building Link or by contacting the Security office.
- c. Unit owners, tenants, or their authorized representatives must clean the cabana areas when leaving and remove all possessions and trash. Housekeeping staff will clean the grills.
- d. Outdoor cooking is permitted only on the outdoor grills provided on the 7<sup>th</sup> floor BBQ area. Open fires, including charcoal briquette fires, are not permitted elsewhere in the Project.

3. Recreational Facilities Party Restrictions:

- a. A “party” is defined as any planned gathering of 10 or more people using the 5<sup>th</sup> floor or 7<sup>th</sup> floor recreational areas. All parties must be hosted by a duly registered owner or resident, or their authorized representative.
- b. Special requirements pertain to use of the recreational facilities for parties. The execution of a Party Agreement is required. No alcoholic beverages or glassware are permitted on the 5<sup>th</sup> floor pool deck area at any time for any occasion. Alcohol is permitted only on the 7<sup>th</sup> floor recreation deck area for individual or party use. The General Manager must be informed of any planned consumption of alcoholic beverages as part of any gathering of 15 or more people and may withhold permission for alcoholic beverages, if there have been previous disturbances by the

same residents. Security may close down a party or gathering of any size at any time if there are instances of drunkenness, excessive noise or disturbance of any kind which would interfere with the quiet enjoyment of the property by other residents.

- c. No more than 50 persons are allowed at such parties or a combination of parties at the same date and time. For parties of 15 to 30 persons, the host will be required to hire an off-duty security guard from Nauru Tower's staff for a minimum of three hours at an hourly rate, as determined by the General Manager. For parties of over 30 persons, two security guards are required for a minimum of three hours. Reservations are required for all parties of 15 or more at least seven days in advance. Any resident hosting a party is responsible for ensuring that alcohol is not consumed by/served to anyone under 21 years of age, by Hawaii state law. For any parties where alcohol is served, a certificate of insurance of the host owner's HO6 insurance policy with minimum liability coverage of \$500,000 must also be on file with the General Manager. The owner of a unit is responsible for their tenant and their guests should they decide to serve/consume alcohol.

#### 4. Bicycles and Ocean- Recreation Equipment

- a. Residents wanting to store bicycles in the common area must use the racks provided for this purpose. No bicycles shall be left unattended anywhere else on the property. Each bicycle stored in the bicycle rack shall be registered on an annual basis with Security. Failure to renew a bicycle's registration may result in that bicycle being disposed of as abandoned property, per the Condominium Property Act. Residents wanting to transport bicycles to their unit must use the service elevator. No bicycles are permitted in the passenger elevators or the main lobby. All bicycles returning to the property must be cleaned of dirt and debris before entering the building.
- b. Residents wanting to store surfboards, paddleboards, kayaks, etc. in the common areas must use the racks provided for this purpose and must abide by the regulations, inclusive of the yearly storage fee set by the Board. (See OCEAN-RECREATION EQUIPMENT RACK RULES AND APPLICATION.) Storage is limited to no more than two racks per unit on a first come, first served basis. No ocean-recreation equipment shall be left unattended anywhere else on the property. No ocean-recreation equipment shall be stored in any parking stall. Each piece of ocean-recreation equipment stored in the board/kayak racks must be register with Management. Failure to renew an item's registration may result in that item being disposed of as abandoned property, per the Condominium Property Act. Residents wanting to transport ocean-recreation equipment to their unit must use the service elevator. No ocean-recreation equipment is permitted in the passenger elevators or the main lobby. All ocean-recreation equipment returning to the property must be cleaned of sand and debris before entering the building.

5. Tennis/Pickleball Court

- a. The court is available for the quiet enjoyment of owners, residents and their accompanied guests, between the hours of 8:00 a.m. to 9:00 p.m., daily. Use of the court is at the user's risk and the Association accepts no responsibility or liability for any adverse events that may occur during such use.
- b. Playtime is limited to one hour for singles or doubles. After one hour, the players must clear the court. If no one is waiting the current players may play until the next players arrive. The current players must then leave as soon as they finish their current set.
- c. Players must use Building Link or see Security to reserve court time. Players must not sign up in advance for more than one time to play on the same day. Upon completion of play, players must check for the next reservations, and if court time is available, may sign up again. No reservations may be made more than 30 days in advance.
- d. Proper attire is required. Only non-marring rubber sole shoes are permitted on the court. No slippers or bare feet are permitted.
- e. The court may be used only for playing tennis, pickleball or other net games. No flying disks, bikes, roller skates, or skateboards are allowed in the court area.
- f. Food and beverages may be consumed only in the recessed area, courtside.

**O. ENFORCEMENT OF HOUSE RULES**

1. Reporting of Violations and Assessment of Damages:

- a. Violations of these House Rules and damages to the common elements or common areas should be promptly reported to the General Manager. Appropriate corrective actions shall be taken and these House Rules shall be enforced by the General Manager.
- b. Damages to common elements or common areas shall be surveyed by the General Manager. The cost of repair or replacement, and any legal fees incurred, may be assessed by the General Manager against the person or persons responsible for the damages, including but not limited to the apartment owner responsible for damages caused directly or indirectly by his or her tenants or by such apartment owner's or tenant's family members, workers or guests.

2. Rights of the Association:

- a. Violation of any of these House Rules shall give the Association the right to assess fines and other sanctions against alleged violators.



- b. The Association shall also have the right to enjoin, abate, or remedy by appropriate legal proceedings, either by law or in equity, the continuance of any such breach. All costs thereof, including attorney's fees, shall be borne by the defaulting apartment owner (whether caused by the apartment owner or by any person for whose conduct the apartment owner may be responsible).

3. Fines:

- a. In addition to other sanctions, any owner or owner's tenant(s) or guest(s) who violates these House Rules may subject the owner to monetary fines. When the actions of a specific resident, tenant, guest or other invitee are significantly and/or repeatedly contrary to the safety, comfort and quiet enjoyment of other residents, fines may be imposed, unless or until the House Rules violations are corrected.
- b. The General Manager shall have the authority to levy fines against any residents who violate the House Rules. The General Manager shall consult with the Board in cases where the General Manager is uncertain if fines are appropriate. Because owners are responsible for the behavior of their tenants and visitors, fines shall be levied only against owners. Once fines are imposed, the Managing Agent shall post the fines to the owner's statement of fees owed to the Association.

4. Notification Procedures:

- a. In any situation in which it is deemed that a significant violation of the House Rules has occurred or is ongoing, the General Manager shall use the following procedures to communicate concern to the owner and/or resident and request remediation.:
- b. When a violation is first determined, the owner/resident shall be given an oral notice of the alleged violation and the required action(s) to be taken and a request to comply. If compliance occurs, no further action shall be taken.
- c. If noncompliance continues, the owner/resident shall be given a written notice of the violation and a request to comply along with a statement of the consequences of noncompliance. If compliance occurs, no further action shall be taken.
- d. If noncompliance continues, the owner/resident shall be notified that a fine of \$100 is being levied against the owner, along with a request to comply to avoid further fines. If compliance occurs, no further action shall be taken.
- e. If noncompliance continues, the General Manager, may levy additional fines, as needed, for every additional day or occurrence of noncompliance. The amount and frequency of such fines shall be determined by the General Manager in consultation with the Board.
- f. In the case of noncompliance by tenants or visitors, all written communications shall be copied to the owner of the unit.

- g. Continued or repeated violations of the House Rules may be referred to the Association's attorney for legal enforcement.
- h. Serious infractions, such as violations which threaten personal safety or may result in serious property damage shall be subject to immediate action without any requirement of prior notice.

5. Appeals:

- a. As set forth in the By-Laws Article V, Section 1(u)(1), the person penalized (herein called the "alleged violator") may appeal the penalty imposed by the General Manager to the Board or a committee of the Board designated, from time to time, to hear appeals. The process of appealing a fine or other sanction shall be as follows:
- b. The alleged violator may appeal such penalty within thirty (30) days after receiving notice thereof, by filing with the Secretary of the Board a written notice of his or her appeal and the reasons therefor. The filing of a notice of appeal shall not halt the accrual of any ongoing penalties imposed for the violation which is the subject of the appeal. However, the Board may waive or rescind all or part of the aforesaid penalties at the time of the hearing of such appeal.
- c. All appeals shall be heard at a hearing of the Board or the Board's committee authorized to hear appeals, within thirty (30) days after notice of appeal has been filed with the Secretary. At the owner's request, the appeal hearing may be held in private.
- d. The cause of the penalty shall be reported in writing by the General Manager, with a statement of the facts on which the penalty was based, a copy of which shall be furnished to the alleged violator at least ten (10) days before the meeting, at which time a copy thereof shall also be filed with the Secretary. At the scheduled hearing, the alleged violator shall then present his or her defense orally. The alleged violator may request any one owner or other person to speak on the alleged violator's behalf at the hearing. The Board or its committee may question the alleged violator to ascertain the facts presented.
- e. The Board or its committee shall vote as to whether the penalty shall be affirmed. If a majority of those present vote in the affirmative, the penalty shall stand. If less than a majority of those present vote in the affirmative, then the penalty shall thereby be rescinded. Within 10 days of the hearing, the Secretary shall provide the alleged violator with a written decision regarding the appeal. If the penalty is affirmed, the fine shall be remitted by the alleged violator in full, within seven (7) days of the date of such notice.
- f. An owner who has exhausted the above appeal process may continue with the Alternative Dispute Resolution options as specified in HRS 514B-VI-D.