

House Rules

ATKINSON TOWERS

HOUSE RULES

Approved by the Board of Directors
effective: March 16, 2006

These House Rules supersede previous versions of House Rules and any previous policies of the Board of Directors that may be identified in this version.

**ASSOCIATION OF OWNERS OF
ATKINSON TOWERS
HOUSE RULES**

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**ASSOCIATION OF UNIT OWNERS OF
ATKINSON TOWERS
HOUSE RULES**

Forward

Welcome!

To ensure the peace, tranquility, safety, and well being of the residents of this complex, certain rules and regulations ("House Rules") must be adopted and enforced. To that end, this document has been prepared to ensure that all owners understand the decorum required for protecting all owners from annoyance or harm caused by improper conduct; provide maximum enjoyment of the facilities for all residents; avoid unnecessary expense caused by misuse of the common elements; and establish and maintain the friendly, pleasant and congenial atmosphere of Atkinson Towers.

These rules are based on common sense, consideration for others, self respect and pride in one's dwelling. These considerations are present in all of us and, abiding by these rules, should present no difficulty for anyone; however, there will be some instances when owners will need to be reminded in a constructive way to abide by these rules. It is important that all owners, tenants and their guests be bound by these rules and by standards of reasonable conduct.

These rules are not all encompassing. Consequently, certain circumstances and situations may arise that are not specifically covered by this document. Such occurrences and the resolution of the same will be at the discretion of the Board of Directors of the Association of Unit Owners of Atkinson Towers ("Association"), operating within the overall spirit and intent of these rules.

These rules may be revised from time to time as deemed necessary by your Board of Directors in accordance with the Bylaws of the Association.

We are happy to welcome you to Atkinson Towers and hope you will find living here to be a happy and joyful experience.

A. **INFORMATION TO BE SUPPLIED TO OR BY THE ASSOCIATION**

1. An original copy of the House Rules will be issued for each unit. These House Rules shall remain the property of the Association.
2. Replacement copies or additional copies are available from the Management Company for Atkinson Towers. There is a cost associated for this service, check with Association Office or call the Management Company for current quote.
3. Each owner must sign a statement that they have received a copy of the House Rules. The owner or his agent shall deliver the signed statement, to the Association **prior to occupancy**. It shall be the responsibility of every unit owner to **maintain a copy of the House Rules** and to ensure that the House Rules are delivered to tenants.
4. In the interest of safety and the general welfare of the residents, all owners are **required** to furnish and keep current the following information with the Association Office:
 - a. Complete name, resident address, home and work telephone number, (optional e-mail address,) and emergency contact information for every owner of the unit.
 - b. If unoccupied, (permanently or temporarily), the name, address and telephone number of local person in charge.
 - c. If rented, Name, address, telephone number, and e-mail address of rental agent.
 - d. Parking stall number(s) assigned, if any.
 - e. Names of any guests that will be using a security key ("FOB") to enter the building unaccompanied by the host.
 - f. All guests staying longer than 72 hours shall be registered.
 - g. If a key is given to another Atkinson Towers owner or tenant of choice for emergency access (strongly recommended), provide name and telephone number of that individual to the Association Office.

B. **UNIT USE/OCCUPANCY**

1. Atkinson Towers shall be operated as a residential condominium building and not as a hotel. The minimum lease/rental period is 6 months.
2. No commercial activities shall be carried on in any unit or on the premises.

3. Owners are responsible for the care of their unit; its contents or any vehicle left in the complex and should appoint an agent to care for their property in their absence.
4. Owners/residents should notify the Association Office and the Management Company if they are to be absent from the unit for more than a week, providing the name and telephone number of an emergency contact.
5. Any damages to any of the common and limited common elements and/or property of others, which results from the failure to maintain any items within a unit, shall be the responsibility of the owner of said unit. (The owner shall be financially responsible to the Association for such damages, but may personally require responsible tenant/guest to reimburse said owner).
6. Residents shall not require or ask employees of the Association or the Management Company to perform personal services.
7. No waterbeds will be permitted in Atkinson Towers.
8. The maximum number of residents per unit will be in accordance with current Honolulu Housing Code and State of Hawaii Department of Health Regulations.

C. **DELIVERIES**

1. Resident shall confirm in person with the Association Office and the Management Company 48 hours in advance to reserve and pad elevator for any expected delivery of furniture or appliances to their unit. Delivery shall be between the hours of **8:00 a.m. and 4:00 p.m., Monday through Friday** and from **8:00 a.m. to 12 noon** on **Saturdays**, no deliveries will be scheduled on **Sundays or Holidays**.

D. **SMOKING REGULATIONS**

1. State Law prohibits smoking in elevators. Smoking is also prohibited in the lobby areas, walkways fronting units, stairwells, the enclosed pool area, and other designated non-smoking areas.

E. **CONDUCT/NOISE**

1. Unreasonable noises, disturbance, or conduct that may annoy or interfere with the rights, comforts, and convenience of anyone at Atkinson Towers shall not be tolerated. This rule especially applies to excessively loud stereos, televisions, radios, musical instruments, singing, shouting, loud talk, noisy social gatherings, unruly conduct, horseplay, running around in walkways and other common elements, and doors that close with a loud bang. **Violators will be cited in accordance with the violations and fines section of these house rules.**
2. Bedrooms are next to walkways; when using a walkway between the hours of 10:00 p. m. and 7:00 a. m. daily; extreme quiet must be observed.

F. **BUILDING APPEARANCE**

1. Items such as clothes, towels, rugs or other objects shall not be hung on or from windows, doorways, walkways or lanai railings. No items of personal property such as footwear, bicycles, surfboards, doormats, plants, shopping carts, etc., shall be kept on walkways.
2. Owners shall be responsible for maintaining the cleanliness and appearance of their respective doors, windows and screens. **Violators will be given notice of violation, if not corrected within 14 days, the Association will correct the violation and assess the owner \$25.00 to cover cleaning expense.**
3. Owners shall immediately repair or replace broken window and damaged screens. Violators will be given notice of violation. **If not corrected within 30 days the Association, without further notice will correct the violation and assess the owner the actual expense of repair.**
4. Drapes, curtains, mini-blinds or shutter type blinds that that are visible from the outside of the building shall be **white or off-white in color** and in good condition to enhance the outward appearance of the building. Tape, towels, plastic bags, etc., will not be permitted as window covering.
5. Nothing shall be attached to the outside walls of the buildings or the exterior of any door.
6. Personal property of any kind left in any of the common elements will be removed at the owners risk and expense at the discretion of the Board of Directors in accordance with the provisions of Chapter 514B-104, Hawaii Revised Statutes.
7. Flat-bed carts shall be **immediately** returned to their ground floor storage area.

G. **COMMON ELEMENT USE**

1. Rugs and other objects shall not be dusted or shaken from windows, lanais or walkways of the premises. No items shall be cleaned by beating or sweeping on an exterior part of the premises.
2. **Absolutely no objects shall be thrown from the windows, walkways or lanais. This includes, but not limited to: keys, cigarette butts, gum and food. Violators will be fined \$250.00 for first and subsequent offenses.**
3. The grounds, walkways, stairways, elevators, entrances, driveways, and other similar common elements shall be strictly for ingress or egress from the parking or unit areas. No loitering or loud/unruly conduct will be permitted at any time. The common elements will be kept free of obstruction at all times.
4. No personal property of any kind may be placed or stored in or on any common element, including meter closets opposite the elevators.

5. Furniture, furnishings and equipment placed in the common elements by the Association shall not be altered, removed or transferred to other areas, unless otherwise directed by the Association.
6. When walking in common elements including lobby, adults and children shall wear shoes or slippers and be dressed appropriately.
7. Children less than seven years of age must **ALWAYS** be accompanied by an adult in the common and limited common elements, e.g., elevators, walkways, lobby, stairwells, pool, parking lot. No running or playing in common/limited common elements.
8. Carts of any type shall not be brought into Atkinson Tower's building between the hours of 10:00 p. m. and 7:00 a. m.
9. Shopping carts that are the property of grocery stores or other merchants are not allowed on the premises of Atkinson Towers.

H. **SOLICITING AND CANVASSING**

1. Soliciting or canvassing for any purpose shall not be permitted on the common or limited common elements except for the distribution of materials relating to Association matters by the Association or owners at reasonable times.
2. All signs will be prohibited, except for the event of an "Open House". The unit owner is to instruct his real estate agent that an "Open House" sign-advertising the event is permitted only at the Atkinson Drive entrance. The business card of the Real Estate Company Agent or a 3" X 5" index card may be posted adjacent to unit number board at the entry-phone. **Signs must be removed immediately after conclusion of the open house.**

I. **FIRE AND SECURITY**

1. Residents shall not admit unknown persons in the lobby areas. Any doubts concerning the authorized admission of any person into the lobby area or common elements should be brought to the attention of the Manager.
2. Residents shall not use or bring on the premises hazardous, flammable or explosive substances. Fireworks of any kind are strictly forbidden on the premises.
3. Fire regulations require that all fire doors remain closed and unobstructed at all times. Do not obstruct or block fire doors open.
4. Anyone found tampering with the fire fighting equipment, fire alarms, fire doors or the fire sprinkler system will be subject to criminal charges and liable for all repair costs, replacement costs, or damage caused.

J. **STORAGE ROOMS**

1. All items kept in the storage room shall be kept within boundary of area assigned to the specific unit. Any items stored within the common area of the storage room shall be considered abandoned and disposed of in accordance with Chapter 514-B, Hawaii Revised Statutes and Hawaii Landlord Tenant Residential Code.
2. All items kept in the storage rooms shall be stored at the owner's risk. Loose items will be boxed and stacked neatly in the assigned storage area. Items should be marked with owner's name and unit number. Only items, which are the property of the current resident, shall be stored in the storage room. Any items left in the storage rooms by former residents shall be disposed of current owner or agent.
3. No items of a volatile, flammable, hazardous, or, odorous nature shall be kept in the storage rooms. **If this occurs, the items will be removed by the Association and the cost of disposal will be billed back to the unit owner.**

K. **BARBECUE AREA**

1. Electric grill barbequing is permitted within the confines of the unit. No charcoal briquettes, gas or other flammable materials are permitted. Electric grills must never be left unattended.
2. Barbequing is prohibited in the common elements of Atkinson Towers.

L. **TRASH DISPOSAL**

1. Hours for disposal of all refuse are 7:00 A.M. to 10:00 P.M.
2. All trash, including, but not limited to garbage, cans and bottles shall be in a securely tied plastic bags before depositing into the trash chute. **Trash bags larger than a fifteen (15) gallon kitchen trash bag and/or over 5 pounds shall be hand-carried down to the trash bins on the ground level.**
3. There is a recycle bin on the ground level for newspapers, (not magazines), aluminum cans (clean) and glass containers (clean, minus lids). Sort and place items in proper bin.
4. All Cardboard boxes, brooms, mops, and other large items that will clog or damage the trash chute shall be hand-carried to the trash bins on the ground level. All Cardboard boxes and/or large items shall be broken down and flattened before placing into trash bins. **Christmas Trees** shall be disposed of off property by unit occupant.
5. Liquid material such as paint, paint thinner, cleaning fluids, solvents, gasoline, kerosene, oil, and other fuels as well as batteries ARE NOT to be deposited in the trash bins. All such products shall be disposed of in a manner that is in

accordance with Federal, State of Hawaii, and City of Honolulu, statutes and regulations as related to hazardous materials.

6. Do not place, garbage containers, bottles or items of refuse outside a unit or in any common element.
7. The owners/tenant shall be responsible for disposing of all large items off premises; such as large appliances, furniture, televisions, computers, monitors, desk, and carpet. The City has bulk pickup area for certain type items, check with manager's office for location, time and type of items the city accepts.
8. Construction and demolition material shall be removed from the premises by owner, agent or contractor. The owner has the responsibility to clean up spillage and residue from all common elements.

M. **PETS**

1. No dog, cats, or animals of any kind except fish and small birds shall be brought into Atkinson Tower's building, kept in any unit or in any other part of the project. **Violators will be fined for first and subsequent offenses.** This rule also applies to animals belonging to guests of owners and/or tenants; provided nothing herein shall be interpreted to hinder full access to the units and common elements by disabled persons accompanied by their certified service animals.
2. The feeding of wild birds and stray animals on the Atkinson Tower's premises is prohibited.

N. **PARKING**

1. Atkinson Towers has no visitor parking; occupant must provide a parking stall or direct their visitor/guest to park off the premises. Tenants should understand that any vehicle parked in no parking zones will be towed.
2. Parking stalls may be assigned by the Association to specific units for their exclusive use and shall not be used or occupied by others without permission of the unit owner. Although vehicles parked without authorization may be towed at the vehicle owner's expense, residents are urged to not do this until an effort to find the owner of the unauthorized car is made.
3. The assignee of the stall is responsible for its cleanliness. The Association reserves the right to charge the cost of stall cleaning, if, after notification, the assignee fails to properly maintain a parking stall free of dripping oil, brake or transmission fluid.
4. Stopping in the portico area shall be limited to loading and unloading of passengers, luggage and groceries. The vehicle shall not be left unattended.
5. Speed limit on Atkinson Towers' property is five miles an hour. No speeding, racing of engines, extended idling, tire squealing will be tolerated.

6. No vehicles are allowed to protrude beyond assigned parking stalls or block driveways. Oversized vehicles are not permitted to utilize Atkinson Tower's Parking.
7. No personal property, trailers, furniture or any other items shall be stored within assigned stalls or parking areas. Bicycles and motorcycles, however, may be kept within the parking spaces, provided they are registered with the City and County of Honolulu. Any unregistered bicycles, motorcycles or motor vehicle will be deemed abandoned and disposed of in accordance with Chapter 514B, Hawaii Revised Statutes and Hawaii Landlord/Tenant Residential Code.
8. No repairs or maintenance of vehicles will be permitted in the parking areas with the exception of minor emergency repairs such as flat tires, jump starting and fuse replacement. Examples of things that are not permitted are brake replacement, oil changes or draining of any vehicle fluids, battery replacement and engine tune-ups.
9. Parking areas and driveways may not be used for any recreational activity. Ball playing, skateboarding, roller blade skating and riding bikes or scooters are strictly prohibited.
10. Driving between or over wheel stops in front of the parking stalls is strictly prohibited.
11. Owners may rent parking stalls ONLY to residents of Atkinson Towers.
12. Use of running water is not permitted in Atkinson Towers parking stalls because there is no drain.

O. **SWIMMING POOL**

1. There is no lifeguard on duty at the pool. All persons using the pool do so at their own risk. For health and safety, a competent ADULT swimmer of good judgment must accompany non-swimmers and poor swimmers as well as those under the age of 14 at all times and **must remain with them within the immediate pool area.**
2. Prior to going into the pool area, the regulations posted at the pool gate must be read and shall be strictly adhered to.
3. State law requires that the pool gate be locked at all times. Access pool area with building access key fob. Do not block pool gate open.
4. Use of the swimming pool is permitted only during the hours 9:00 a.m. to 8:00 p.m., daily, except when pool is closed for maintenance.
5. Guest(s) are not permitted in the pool area unless accompanied by a responsible Atkinson Towers resident who is responsible for ALL actions of their guests.

6. Guests in the pool will be limited to four per each adult resident in attendance.
7. Glass of any description, radios/stereos (except when used with head phones), televisions, musical instruments, toys, rafts, scuba gear, facemasks, fin, nets and balls are prohibited from the pool area.
8. No boisterous or loud conduct, diving, running, jumping, dunking or excessive splashing is allowed.
9. Children who are not toilet trained are required to wear pool diapers. Cleaning and disinfecting of the pool, caused by non-compliance, will be charged to the owner/host of the offending party.
10. No person being afflicted with an infectious disease, suffer from a cold, cough, or sores, or wearing bands or bandages shall use the pool.
11. Pool area furniture and equipment will not be removed from the pool area.
12. Intoxicated persons are not allowed use of the pool area. No alcohol allowed in swimming pool area.
13. After using the pool, residents and guests will dry themselves thoroughly before entering the lobby or elevators of Atkinson Towers.
14. Restrooms will remain open only during pool hours.

P. **LANAIS**

1. No textile items including clothes may be hung on lanai which would be visible to persons outside the building.
2. Only furniture and small potted plants appropriate to lanais may be used thereon. Screens and other articles which, in the opinion of the board, are unsightly shall be removed. Hanging plants must be hung at least three feet inside lanai railing.
3. Containers shall be placed under all potted plants to avoid dripping water.
4. The sweeping and mopping of lanais and adjacent areas shall not create a nuisance to persons residing in lower or adjacent units or to persons on the grounds of the premises.
5. Dust mops, rugs, and similar items shall not be shaken over the lanai railing.
6. Feeding birds on the lanai or on the premises is forbidden.
7. Absolutely no objects shall be thrown off lanais. **Violators will be fined \$250 for first and subsequent offense.**
8. Bicycles and surf boards may be kept on lanais.

9. All sunscreens and lanai enclosures shall be of the type approved by the Atkinson Towers Board of Director. No canvas, bamboo, cloth, plastic or wood shall be used as sunscreens or privacy screens on lanais.

Q. **RENOVATIONS AND REPAIRS**

1. Board approval is required before starting renovation or permitting process through Building Department of City and County of Honolulu.
2. Atkinson Towers Renovation and Construction Policy must be strictly adhered to when presenting plans to the Board for approval.
3. Before proceeding with remodeling, painting, replacement of appliances or carpet, owner must notify manager in order to obtain building standards and rules regarding use of the elevator, stairwells and common elements.
4. Repairs and renovations must be done between 8:00 a.m. and 5:00 p.m., Monday through Saturday and not during Holidays.

R. **VIOLATIONS AND FINES**

1. General Provisions. Owners are responsible for the actions/behavior of their tenant's and/or family members and guests. All fines, late charges, attorney's fees, and any other expenses incurred by the Association while enforcing these houses rules are charged to and the liability of the owner involved. In the event of a tenant's violation of these rules, it is the owner's prerogative to effect reimbursement for fines and attorney's fees from his tenant.
2. Copies of Citations. Copies of all citations and fines issued to residents will be sent to the appropriate owner and/or rental agent.
3. Fines - Schedule of Fines, Directed to Owners.
 - a. A fine of \$250.00 fine will be assessed to owner for **every instance** of owners/tenant/guest throwing objects from walkways, windows, or lanais **OR** acts of willful damage.
 - b. A fine of \$100.00 will be assessed to owner for **every instance** of unauthorized pets.
 - c. First offense other than 3.a and 3.b above: A written citation to be given or mailed to unit owner and/or occupant.
 - d. Second offense other than 3.a and 3.b above: A written citation to be given or mailed to unit owner with notification of a \$50.00 fine assessed to the owner. This second and subsequent violations do not need to be for the same type of offense.

- e. Third offense other than 3.a and 3.b above: A written citation to be given or mailed to unit owner with notification of a \$75.00 fine assessed to owner.
 - f. Fourth offense other than 3.a and 3.b above: A written citation to be given or mailed to the owner and a \$100.00 fine assessed to the owner.
 - g. Fifth offense including 3.a and 3.b above: A written citation to be given or mailed to owner with notification of a \$250.00 fine assessed to owner.
4. Appeals of Fines.
- a. Within 30 days of the date of a citation or fine, an owner may deliver a written appeal to the Board of Director through the managing agent.
 - b. The appeal must contain a copy of the citation, the basis for the appeal, a statement of the facts of the offense, the names and addresses of any witnesses, and copies of any proposed exhibits. The owner (with tenant/guest if appropriate) may request to appear at a Board of Directors meeting to provide additional information, or the Board may ask them to appear.
 - c. 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 appealing owner within thirty (30) days of the receipt of the notice of appeal or owner's appearance before the Board, which ever is later.
5. Payment of Fines and Liability.
- a. Unless appealed, a fine must be paid to Atkinson Towers through the management company within 30 days of receipt of the citation and assessment of the fine.
 - b. Unit owners shall be liable for their own fines and for fines assessed against their tenants, guests, family members, agents or employees. If the owner fails to pay or appeal a fine within 30 days after the fine is assessed against the owner, the fine shall be deemed a common expense chargeable against the owner's unit. The owner shall be assessed a late fee for each month the fine remains unpaid, unless the Board votes to suspend or cancel the fine.
 - c. If fines are not paid, the matter will be referred to the Association's legal counsel for necessary action with all legal fees to be paid by the violator and/or unit owner pursuant to Chapter 514B-157, Hawaii Revised Statutes.

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S. ASSOCIATION POLICIES

1. Insurance Deductible Payment: The owner of a unit causing a loss covered by the Association's policies will be required to pay the deductible portion of the loss. **The Board of Directors strongly urges all owners and tenants to review their personal insurance policy to insure they have the proper coverage.**

2. Priority of Payments: The Board of Directors approved the following priority of payments, and any payments received will be applied to charges on owner's account in the following order:
 - a. Toward the payment of expenses and attorneys' fees assessed the delinquent owner;
 - b. Toward the payment of ~~late fees assessed against the delinquent owner~~ finer assessed against the owner;
 - c. Toward the payment of ~~assessed fines~~ any late fees and interest that has accrued against the owner;
 - d. ~~Toward the any Non Sufficient Funds or postdated charges against the owner;~~
 - e. ~~Toward any property tax assessments against the owner;~~
 - f. ~~Toward any land purchase assessments against the owner;~~
 - g. ~~Toward the payment of special assessments;~~
 - h. ~~Toward any lease payments against the owner;~~
 - i. ~~Toward the payment of any miscellaneous charges against the owner,~~
 - j. ~~The balance remaining, if any, toward the payment of regular monthly assessments (Maintenance Fees), applied to oldest balances first.~~

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Such acceptance and application of payments shall not be construed as a waiver of any rights the Association shall have against such owner for any and all outstanding amounts due and owing to the Association. The Board of Directors, at its sole discretion, may refuse acceptance of any payment which may be insufficient to satisfy all amounts due and owing to the Association.

3. Late Fee and Delinquency Action Policy:
 - a. A late fee in the amount of ~~\$25.00~~ five percent (5%) shall be assessed for each monthly common expense account that is not paid in full ~~will be assessed on all payments not received by the Managing Agent bby the fifteenth (10th-15th) day of the month.~~

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- b. Maintenance fees which remain unpaid at the end of the billing month will incur interest charges at the rate of one percent (1%) and may further lead to lien and/or foreclosure action. This applies only to any unpaid assessment of \$100.00 or more.

**HOUSE RULES
APPENDIX A**

KEY POLICY

BUILDING ACCESS KEYS (Computer Controlled Access System)

1. Original Keys. Three keys provided to unit owner(s) for access to common elements of Atkinson Towers. **Three Keys are provided at no cost and shall remain with the unit.** For the number of keys less than three, there is a non-refundable service fee of \$50.00 for each key replaced upon sale or transfer of unit.
2. Additional Keys. Additional keys provided only at request of owner(s) or authorized agent of owner(s). **The total number of active keys for each unit shall not exceed 5 keys.** There is a non-refundable \$50.00 service fee for each additional key.
3. Missing/Damaged/Lost/Stolen Key(s). Report all lost/stolen key(s) with key(s) number(s) so they can be deleted from the access system. **If key number is unknown provide inventory of keys on hand so the office can determine the lost key number.** After key number is identified and deleted from the computer controlled access system a replacement key can be issued to registered owner or registered agent. There is a non-refundable \$50.00 service fee for each key replaced.
4. Inoperable Key(s). That have no physical signs of damage may be returned to the Association's Office for exchange at no cost.

UNIT KEYS

1. The Association and Management Company is not responsible for, nor shall the Association and Management Company maintain key(s) that accesses units.

MAILBOX KEYS

1. Two Mailbox keys were issued to and are the responsibility of unit owner(s). There is a fee of \$10.00 to replace mailbox lock and key. Mailbox keys shall remain with the unit.

HOUSE RULES

APPENDIX B

MOVING POLICY

MOVE IN or MOVE-OUT

1. A \$35.00 fee payable by the unit owner in the form of a check or Money Order made out to Atkinson Towers Inc. is required to schedule and confirm a date to move in or out of the building.
2. Atkinson Tower's will try to accommodate the move in or move out date on the day requested; however the request and fee must be made a minimum of 48 hours in advance and is subject to availability of elevator, etc. There will be only one move in or move out scheduled per day to avoid too much disruption of elevator usage and confusion in the lobby and parking area, so it is extremely prudent to schedule your move as much in advance as possible in order to get the date best suited to your schedule. The advance notice is also required to allow management ample notice for installing the elevator pads to protect the elevator's interior as much as possible.
3. Moves are allowed only during the hours of 8:00 am to 4:00 pm, Monday thru Saturday. This means the movers must be completely finished by 4:00 p.m. **NO MOVING SHALL BE DONE ON SUNDAYS OR HOLIDAYS, AND NO MOVING WILL BE ALLOWED WITHOUT A SCHEDULED APPOINTMENT.** This ruling also applies to delivery of newly purchased furnishings.
4. When the moving company arrives, the moving personnel must report to the owner to have the elevator secured for use. Management will secure and assign an elevator and only the assigned elevator will be used for move in/out.
5. Any items which a resident or tenant cannot fit into either the unit or storage area must be removed from the property.

HOUSE RULES

APPENDIX C

AIR CONDITION POLICY

Air conditioners will be allowed providing plans are submitted and approved by the Board of Directors prior to installation. Approval must be consistent with the provisions in the governing documents and Chapter 514B, Hawaii Revised Statutes and shall meet all the requirements set forth in Atkinson Towers Renovation Policy.

1. All air conditioners must be housed completely within the unit and meet established building code requirements.
2. Portable air conditioning units are acceptable as long as mounting is done internally to units with no exterior alternations to the building.
3. Air conditioning units must be drip less or have a self-contained or drip-in condensation collection system. No water is to be disposed outside the unit.
4. **Before installing any air conditioner** submit detailed drawings to Board of Directors for approval.
5. **Only unit owners request for air conditioners will be considered**, any improper installation shall be removed at the owner's expense.
6. **Building Permit** must be obtained when applicable.

HOUSE RULES

APPENDIX D

RENTAL POLICY

RENTAL UNIT

1. Minimum lease/rental period is six (6) months.
2. A copy of the lease will be provided to the Association Office before such tenant is allowed in any unit.
 - a. In no case shall a unit be leased or rented for a period of less than six (6) months.
 - b. Owner or the owner's agent shall notify the Resident Manager of the names of all occupants.
3. Owners or agents who lease or otherwise permit occupancy of any unit shall provide a copy of the House Rules to their tenants and shall familiarize the occupants with building facilities/amenities. The owner shall assume responsibility for the actions or omissions of the agent as well as the occupant of the unit.
4. Owners/agents wishing to post "for rent" notices on the lobby bulletin board should contact Association Office.

HOUSE RULES

APPENDIX F

RENOVATION POLICY

1. All plans must be approved by the Association's Board of Directors, no alterations or modifications to any unit shall be made without prior written notification to the Board of Directors and receipt of written consent thereby. Request forms are available at the Association Office.
2. For approval provide the Board of Directors the following:
 - a. Plans, drawings or blueprints for the proposed alteration.
 - b. Describe the changes to be made in writing and specified by room.
 - c. Include the particulars of any fixtures, equipment or appliance to be installed.
3. Once approved by Atkinson Towers Board of Directors a building permit must be obtained from the Department of Planning and Permitting, City and County of Honolulu for any plumbing, electrical, moving or adding walls, changing out of windows if different than the exact replacement of what is currently in place.
4. No work may commence until a building permit is issued, a copy provided to Association's Office, and a copy posted in the unit window.
5. All work must be performed by a licensed and (insured) contractor.
6. The Association Office must be notified when renovation work is initiated. Diligent completion of renovation must be achieved after work is initiated, and the Board of Directors must be notified when work is complete.
7. All work shall be performed only between the hours of 8 a.m. to 5 p.m. Monday through Saturday (holidays excluded).
8. Building material may be delivered Monday through Friday between the hours of 8 a.m. and 4 p.m. Building materials are not to be stored on grounds, parking areas or any common elements of Atkinson Towers.
9. Construction trash and left over construction materials are the responsibility of the owner/contractor and not the building. Trash management must be planned and the service coordinated with the Association Office.

10. All code and permitting violations will be reported to the City & County of Honolulu for enforcement.