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# **House Rules**

**of the**

**Association of Apartment Owners of  
Diamond Head Sands**

**Adopted/Approved: August 24, 2019  
(Effective: September 5, 2019)**

## FOREWORD

1. To ensure the peace, tranquility and wellbeing of the residents of the Diamond Head Sands condominium, certain House Rules and Regulations must be adopted and enforced. The House Rules will serve as guides to consideration for others and to the application of common sense so as to create a friendly, pleasant and congenial atmosphere. These House Rules apply to the owners, occupants, and Tenants of units in the project and their Guests.
2. These House Rules may be amended by the Board of Directors of the Association of Condominium Owners. Authority of administration and enforcement of these House Rules is delegated to the Managing Agent, with the Resident Manager the on-site authority. All condominium owners, occupants, Tenants and their Guests shall be bound by these House Rules and by standards of reasonable conduct whether covered by these House Rules or not. Condominium owners will be responsible for their Guests' observance of all House Rules. In the event expenses are incurred due to violations of House Rules by Guests of residents, the condominium owner shall be responsible for payment of same. Any dispute in the interpretation of the House Rules should be directed to the Board of Directors. **All residents are required to sign and submit a House Rules Acknowledgement and Resident's Emergency Information Form to the Resident Manager within 2 weeks of move-in date.**
3. Since the full responsibility for the compliance of the House Rules rests with the condominium owner, and as a protective measure, it is strongly recommended that all owners exercise care and consideration in the selection of their Tenants.
4. The rules that appear herein were adopted by vote of the elected Board of Directors of Diamond Head Sands. They supersede all previous House Rules. These rules are for the common good of all occupants and owners.

These rules and regulations supplement but do not change the obligations of the condominium owners and all occupants, Tenants and their Guests as set forth in the Declaration of Horizontal Property Regime (Declaration) and By-Laws of the Association of Condominium Owners (By-Laws) pertaining to Diamond Head Sands. In the event of any inconsistency, the Declaration and By-Laws will prevail.

**NOTE:** The Resident Manager is directed to secure an acknowledgement receipt for a copy of these House Rules Acknowledgement and Resident's Emergency Information Form within two (2) weeks of a resident (owner or Tenant) occupying an apartment.

Parents shall be responsible for acquainting their children with these House Rules and for taking steps as may be necessary to assure that the children conduct themselves in compliance herewith. The owner will be responsible for their Tenants' compliance herein.

## TERMINOLOGY:

1. **Residents**: All persons living at 3721, 3731, and 3741 Kanaina Avenue. owners, tenants, lessees.
2. **Non-Resident Owners**: Owners not living at 3721, 3731, and 3741 Kanaina Avenue.
3. **Tenants**: Any person renting or leasing an apartment from an owner, or Agent of an owner. All Tenants are subject to ALL of these House Rules and the By-Laws and Declarations of the Association.
4. **Guests**: Persons who are located on the premises for a short period of time at the invitation of the Resident.
5. **Agents**: Any real estate broker, company or individual who is empowered to act on behalf of any individual owner.
6. **Association of Apartment Owners**: All of the owners acting as a group in accordance with the By-Laws and Declaration.
7. **Board of Directors**: The five (5) member board (elected by the owners) acting on behalf of the Association of Apartment Owners in all matters relating to the operation of the property. The Board has the authority to adopt and amend House Rules.
8. **Managing Agent**: The management firm whose responsibilities and duties are outlined in the By-Laws of the Association of Apartment Owners.
9. **Resident Manager**: Person or persons authorized to exercise all duties set forth by the Managing Agent, to include full authority to enforce the House Rules.

## GENERAL PROVISIONS:

1. Each apartment Resident and owner shall observe and perform these House Rules and see that all his Agents, Tenants, family and Guests are presented with a copy of these House Rules and observe and perform by these rules. Owners are responsible for any damage to common areas incurred by their Tenants.
2. Each apartment owner shall be responsible for providing the Resident Manager with the following:
  - a. House Rules Acknowledgement
  - b. Resident's Emergency Information Form containing current information on the Resident (owner or occupant); and
  - c. Signed acknowledgement receipt, signed by the current Resident (owner or Occupant) for a copy of these House Rules.

3. Resident parents or guardians are responsible for their children's activities on the premises and should ensure that the children are familiar with the House Rules, especially those applying to the common elements (including parking areas and pool).
4. The property is a residential apartment building. All persons, whether they be an owner, Tenants, business Agent, Guest, or tradesman shall not use the premises for any illegal purposes.
5. **Commercial Activity:**
  - a. No commercial or business activities shall be conducted in any apartment.
  - b. No commercial vehicle activity shall be conducted in the parking areas including washing of vehicles.
6. No Resident, owner or Agent may place any advertisement or poster of any kind, including but not limited to a "For Sale", "For Rent", or "Open House" sign on any portion of the interior or exterior of the building, parking area or rounds without prior approval of the Resident Manager. If permission is granted by the Resident Manager, it will be for a specific purpose and for a specific time only.
7. No soliciting of goods, services, or charitable contributions shall be permitted on the premises.
8. No radio or television or monitor shall be erected or maintained outside the physical confines of an apartment except those so erected by the Association or in accordance with the Over-The-Air Reception Devices Rule of the Federal Communications Commission.
9. Any damage to the apartment building, grounds, flooring, walls, trim, finish, tile, carpeting, stairs, or other portion of the condominium will be the full responsibility of the person causing the damage. Any damage caused by cleaning, chemicals, or other such materials used in an attempt to remedy such damage is also the full responsibility of such person, who shall pay the full cost of restitution or removal and/or replacement of said damaged items.
10. **Lock-Outs:** The Resident Manager does not have keys to apartments. A locksmith should be called for lockouts.
11. **Moving Hours:** Move in/move out hours are 8:00 a.m. to 5:00 p.m., Monday through Saturday. No move in or move out activity is allowed on Sundays or holidays. Prior arrangements must be made with the Resident Manager.
12. Nothing shall be altered, constructed, or stored in the common elements without prior written approval of the Board of Directors and such number or percentage of Owners as required by law and the Project Documents.

13. **Hazards:**

- a. No activity shall be engaged in and no substance introduced or manufactured within any apartment or the building's common areas which might result in a violation of the law or in the cancellation of the insurance or increase the insurance rate on the building within the project or which may impair the structural integrity of the building or which would structurally change the building.
- b. Unless the Board gives advance written consent in each and every instance, occupants shall not use any illumination other than an electrical light or use or permit to be brought into the buildings any flammable oils or fluid such as gasoline, kerosene, naphtha or benzene, or other explosives or other articles deemed extra hazardous to life, limb or property.
- c. Supervised use of candles is permitted but extreme caution is advised.

14. **Smoke Alarms:** Smoke alarms shall be installed by the owner in every apartment. Maintenance of these alarms is the responsibility of each owner/Tenant. Test smoke alarms every six month and replace batteries as needed.

15. **Trash Bins:** Trash bins are located in the garage / parking area of the building. The owner/Tenant is responsible to deposit their refuse in the bins. **All trash must be in securely tied bags.** (Please see additional rules under REFUSE.)

16. **Pets:**

**EFFECTIVE AS OF THE DATE OF AN AMENDMENT TO THE BYLAWS BANNING ANIMALS, PETS ARE PROHIBITED, provided that any owner who is keeping a pet as of the effective date of the amendment shall not be subject to the prohibition but shall be entitled to keep the pet and acquire new pets. Service animals and emotional support animals are allowed.**

- a. A service animal is defined as a dog or miniature horse that is individually trained to work or perform tasks for people with disabilities. Emotional support animals are not service animals.
- b. An animal whose sole function is to provide companionship, comfort, or emotional support does not qualify as a service animal under chapter 347 of the Hawaii Revised Statutes, and/or the Americans with Disabilities Act of 1990 (ADA).
- c. All documentation must be presented to the Association prior to move-in or acquisition of a service or support animal for Residents already residing in the complex.
- d. Approval must be received from the Association Board of Directors for each service / support animal prior to move in or acquisition of a new animal.
- e. Service / support animal and pets must not present a nuisance to other Residents.

- f. All House Rules must be adhered to by the animal handler.
- g. **Animal owners / handlers may not allow their service animals, emotional support animals, nor their pets, to urinate and/or defecate on or in any common area in the condominium complex including the common area lawns.**
- i. **All animal owners / handlers must have their animal on a leash or carry their animal when taking the animal outside of their apartment.**
- j. No animals may be left on any lanai except when accompanied by the handler.
- k. No animals are allowed in the pool or pool area or other common areas, including on the lawns.
- l. Any animal creating a disturbance on the premises is subject to removal.
- m. Only service and support animals registered with the Resident Manager will be permitted on the property.
- n. A violation of any of these House Rules may call for the removal of a service/support animal from the premises.
- o. Any misrepresentation of any animal that does not meet the requirements of a service animal as defined in Section 347-2.5, Hawaii Revised Statutes, is a civil violation that may be reported to State and County authorities.

17. **Key Issuing:**

- a. One laundry room / pool area key has been issued to each owner at no charge by the Resident Manager. Owners are responsible for providing Tenants and/or Rental Agents with the key. Tenants will not be issued keys under any circumstances.
- b. Additional keys may be obtained by owners by paying a \$50.00 deposit to the Resident Manager. This deposit will be returned to the owner only.

**NUISANCE:**

No noxious, offensive or annoying activity, noise or nuisance which may transgress the rights, comforts, or convenience of owners and Residents shall be created or permitted within the apartments or common elements, including but not limited to the following:

- a. No apartment Resident shall make or permit to be made any noise in the building or in the common areas by himself, his family, tradesman, or Guest of himself or his family which will annoy or interfere with the rights, comforts and convenience of other apartment Residents.

- b. All repairs within an apartment which are likely to cause significant noise must be done between the daytime hours of 8:00 a.m. and 5:00 p.m., Monday through Saturday only. No repairs and no contractors may be on property on Sundays and Holidays.
- c. Residents shall exercise extreme care about the use of musical instruments, radios, televisions, stereos and amplifiers that may disturb other Residents. All such devices should be muted after 10:00 p.m. on weeknights and 12:00 midnight on Friday and Saturday evenings.
- d. **Particular attention must be paid to maintaining a minimum of noise between 10:00 p.m. and 8:00 a.m., Sundays through Thursdays, and between midnight and 8:00 a.m., Fridays and Saturdays. In particular, this applies to social gatherings, television sets, radios, stereos, and musical instruments.**
- e. No honking of horns, racing of engines, or other loud disturbances may be made in the garage / parking area at any time.

#### **REMODELING:**

- 1. Any and all renovations to unit must be approved by the Association Board of Directors prior to the start of such renovations.
- 2. All remodeling and repairs within the apartment which are likely to cause significant noise must be done between the daytime hours of 8:00 a.m. and 5:00 p.m., Monday through Saturday only. No remodeling or repairs and no contractors may be on property on Sundays and Holidays.
- 3. **Flooring Changes:** Any changes to flooring within a unit must be approved by the Association Board of Directors. All hard flooring installations (tile, laminate, hard wood, or similar) require an appropriate sound mitigation barrier be installed below the flooring as approved by the Association Board of Directors.

#### **REFUSE:**

- 1. Garbage, rubbish and other trash shall be disposed of only in the trash bins located in the parking area, between 8:00 a.m. and 10:00 p.m.
- 2. **All trash must be in securely tied bags before depositing into the trash bin.**
- 3. It is prohibited to throw garbage or trash from the apartment lanai or to leave any garbage, in bags or otherwise, outside apartment doors or in common areas.
- 4. **Cardboard boxes must be broken down prior to being placed in the bins.** Cardboard boxes, folded cardboard containers, large bottles, Christmas trees or any other large item must be placed within the confines of the trash bins.

5. **Bulky items that do not fit in a 32-gallon trash bag must be removed from the property by the responsible party.** Any charges incurred by the Association for removal of any bulky item will be charged back to the owner of the responsible apartment.
6. **Oversized items may not be left in the trash room areas or in common areas.**
7. Flammable, explosive, and/or dangerous materials cannot be placed in trash bins nor in the trash rooms.
8. No refuse, including cigarette butts, may be left in any common area.

#### **COMMON AREAS:**

1. The common stairways, walks, and passageways shall not be obstructed or used for purposes other than pedestrian ingress and egress.
2. No one shall be permitted to loiter or engage in any recreational activity, including but not limited to bicycling, skateboarding, roller skating, rollerblading, and/or ball playing, in the corridors, lobbies, stairways, garage / parking areas, lawn, or other common areas.
3. Anyone found tampering with the fire-fighting equipment, fire main, fire doors, or the fire sprinkler system will be subject to criminal charges and liable for all costs involved in repairs, replacements, or damages caused to the building or personal property.
4. Residents shall not use on the premises, or bring on to the premises, any hazardous fluids, such as gasoline. Kerosene, naphtha, benzene, or other explosives, or articles deemed especially hazardous to persons or property, except for minor quantities necessary for the repair and maintenance of the apartment.
5. **Draperies, curtains, shutters and other coverings placed against windows and roll-up / roll- down awnings subject to view from the exterior of the building shall be beige in color so as to present a uniform appearance. White canvas awnings that have been in place prior to January 2018 are allowed.**
6. Name plates, door knockers, signs, placards, decorations, signals, and/or lettering shall not be inscribed, placed or exposed on or at any window, door (including the face of the apartment front door), or parking stall. Peepholes and door bells on front doors are allowed.
7. Screen doors and security-type doors are allowed with Association Board of Directors' approval.
8. Damages to common elements shall be surveyed by the Resident Manager, Managing Agent or Board of Directors and the cost of repair or replacement may be assessed by the Board of Directors against the person or persons responsible, including, but not limited to, against owners or occupants for damages caused directly or indirectly by their Tenants and/or Guests.



9. Wearing of golf shoes, other cleated shoes, roller blades, roller skates, and/or inline skates in any carpeted or tiled common area is prohibited.
10. No shoes, slippers or footwear of any type shall be left in the hallway or outside any door at any time.
11. No door mats shall be left in the hallway outside any door at any time.
12. No items of personal property, including but not limited to baby carriages, strollers, tricycles, skateboards, bicycles, stand-up paddle boards, boogie boards, or surf boards, shall be left or allowed to stand in any common area. Articles of any kind left in the common areas or common elements will be removed at the owner's risk and expense, at the direction of the Board of Directors.
13. **Laundry Rooms:**
  - a. Laundry rooms are to be locked at all times.
  - b. Hours of use are 8:00 a.m. to 9:00 p.m., 7 days a week.
  - c. Laundry rooms are for the sole use of Diamond Head Sands owners and residents.
14. **Bicycles:**
  - a. Bicycles are may only be parked in the bicycle racks provided in the garage / parking area.
  - b. Any bicycle left in any of the project's bicycle racks for a period of thirty or more consecutive days with no apparent activity, or in obvious disrepair, or which otherwise appears abandoned, may be tagged by the Resident Manager and removed.
  - c. Any bicycle which has not been moved within fourteen days of being tagged may be subject to being placed in temporary storage by the Resident Manager.
  - d. Any bicycle which is not claimed within thirty days of being placed in temporary storage may be turned over to the Honolulu Police Department or disposed of by the Resident Manager.

#### **SMOKING:**

1. Diamond Head Sands is intended to be a smoke free project. Smoking is not allowed in any common area including the pool area, garage / parking area, and landscaped areas.
2. In accordance with Title 19, Chapter 328 of the Hawaii Revised Statutes, the smoking of tobacco (cigarettes, cigars, pipes) or any other substance (incense, cannabis (marijuana)) in the common area elements including but not limited to lobbies, hallways, and the

parking area of the project is strictly prohibited.

3. Smoking in any apartment must be contained in the apartment unit. All efforts must be made by Residents to ensure second-hand smoke is not allowed to emanate from their unit including cigarette, cigar, pipe, cannabis (marijuana), and/or incense odors.
4. Smoking within apartments and/or on lanais is permitted only if the Resident takes reasonable steps to prevent smoke from infiltrating the common elements of the project and other units in the project. This includes excessive seepage out of windows or doors and/or penetrating neighboring units or common areas through ducts, conduits, windows, doors or lanais. When smoking in apartments, Residents must ensure doors and windows are closed to minimize odors drifting into common area hallways, other common elements, and/or other units.
5. All cigarette butts must be disposed of properly before entering the property, garage / parking area, lobbies and/or hallways.
6. Medical cannabis (marijuana) patients must submit to the Resident Manager a current medical cannabis (marijuana) permit. Use of medical cannabis (marijuana) is allowed only in the patient's own apartment and must not create a nuisance or disturbance to other Residents.

#### **LANAIS AND EXTERIORS:**

1. **Roll-up / roll-down awnings are permitted provided they are clean and presentable. Only approved awnings of beige awning material or canvas are acceptable on lanais. White canvas awnings in place prior to January 2018 are allowed.** Any new or replacement awnings must be beige in color.
2. Mosquito netting and/or screen coverings are prohibited.
3. No textile items, including clothing, shall be hung from the windows or from any of the facades of the project or on lanais or on or from lanai railings for any purpose whatsoever. Clothing or laundry shall not be hung in doorways or windows, on lanais, or in any manner so as to be visible from the project exterior and/or common areas.
4. **Only furniture and potted plants appropriate to lanais and outdoors may be used on lanais. No other items may be kept or stored on lanais. The Resident Manager shall strictly enforce this rule.**
5. No garbage cans, household supplies, storage bins, exercise equipment, bicycles, surfboards, or excess items shall be placed where they can be seen from the exterior and/or common areas, except as the Board of Directors may prescribe.
6. **Lanai Plants:**
  - a. All pots and plants should not detract from the appearance of the project and should be well cared for.

- b. Potted house plants are permitted on lanais provided they are kept reasonably trimmed and their height from the floor of the lanai to the top of the plant does not touch the lanai ceiling or exceed the ceiling height.
  - c. Plants should not be attached to the lanai walls or protrude outside of the lanai railing or beyond the vertical plane created by the railing and the ceiling edge of the lanai enclosure.
  - d. The use of protective containment devices under all pots is required to prevent water and dirt from damaging the building or other units.
  - e. Watering of plants shall be performed in such a manner as to not cause damage to the common elements or flow down to units below.
7. All efforts will be made to prevent over watering of plants or cleaning of lanai that would cause water to flow from lanai.
  8. Nothing shall be thrown off the lanai or out from any window.
  9. Cigarettes shall not be extinguished or thrown in the garage / parking area, corridors, stairways, sidewalks, landscaped grounds or other common areas, nor shall cigarettes or other items be thrown from any window or lanai of any apartment.
  10. The exterior wall of the lanai and railing must remain painted in the same color as the exterior of the building.
  11. The feeding of birds from the lanais is strictly prohibited.
  12. Holiday decorations may be displayed on lanais from December 1 through the first week of January. White lights are permitted on lanais throughout the year provided they are hung in a manner that is non-offensive to other Residents and within the lanai railing.
  13. There shall be no shooting of fireworks nor use of fireworks of any type at any time in, from, or around any lanai, common or limited common areas.
  14. Dusting of rugs and other textiles from the windows and beating of any textiles on the exterior part of the project is prohibited.
  15. Installation of any wiring, including but not limited to wiring for electrical, telephone, television antennae, machine, or air conditioning units, on the exterior of the project or through the walls, the floor, or the roof of the project is strictly prohibited unless expressly authorized by the Association Board of Directors prior to installation. Extension cords and other electrical wiring may not be hung from lanais into the garage / parking area at any time for any reason.
  16. Sitting on or hanging over lanai railings is prohibited.
  17. Specific requirements for lanai enclosures may be found on Exhibit "A" attached to these House Rules and incorporated herein by reference.

18. **Outdoor Cooking & Grilling on Lanais:**

- a. No outdoor cooking shall be conducted on lanais in compliance with federal, state, and local regulations (Sec. 20-1.1 Fire Code of the City & County of Honolulu; Section 10.11.6 of the 2012 National Fire Protection Association (NFPA) 1 Fire Code).
- b. Outdoor cooking is prohibited in common areas.
- c. Fires other than for outdoor cooking are also prohibited anywhere in the project.

**SWIMMING POOL AND SUNDECK:**

1. Swimming is permitted during the hours of 8:00 am. to 9:00 p.m. daily.
2. Residents and their Guests may use the swimming pool at their own risk.
3. The pool gate shall be locked at all times.
4. Running, pushing, or shoving of anyone around the pool area is not allowed.
5. **Jumping and/or diving into the pool is prohibited.** Violators may be removed from the pool area at the Resident Manger's discretion.
6. Boisterous and loud conduct in the pool area, or loud playing of radios, CD or DVD players, MPG players or cellphones without headphones or earbuds, is not permitted. Games such as Marco Polo are prohibited.
7. Pool furniture shall be kept in the pool deck area at all times.
8. Children under the age of 14 years are not permitted in the pool or the pool area unless accompanied by a responsible person who is 18 years of age or older. Parents or guardians are completely responsible for their children or wards and should not permit them to enter the pool area regardless of age if they are not competent swimmers.
9. **Residents are limited to four (4) Guests in pool area at any given time.**
10. Guests must be accompanied by their Resident host at all times.
11. **Inflatables, surfboards, and boogie boards are prohibited in the pool and pool area.** Personal flotation devices such as kickboards and water wings are allowed.
12. Swimming is not allowed in other than proper swimming apparel. Hairpins, bobby pins, and hair rollers must be removed before entering the swimming pool. Incontinent persons must use swim diapers while in the pool.
13. **Anyone entering the pool must shower before entering the pool.**

14. All suntan lotion, tanning oil, ointment, and/or sand must be completely removed from one's body and attire before entering the swimming pool.
15. After using the swimming pool, bathers must dry themselves thoroughly before entering the lobby. It is strictly forbidden to drip water in the lobbies and hallways.
16. Towels, mats, swim caps, trash, personal floatation devices, and other personal belongings shall be removed from the pool area when the Resident leaves.
17. No Resident or Guest shall interfere in any manner with any portion of the swimming pool, or lighting apparatus, or electrical and plumbing devices in or about the enclosed pool area.
18. The lifesaving and cleaning equipment is strictly for those purposes and shall not be used as play items by anyone in the pool or in the pool area.
- 19. All persons afflicted with any disease commonly accepted by the medical community as communicable through casual contact shall be excluded from bathing in the swimming pool.**
20. Spitting, spouting of water, blowing the nose and urinating in the swimming pool are strictly forbidden.
21. No glassware or glass items of any type will be permitted in the swimming pool area.
22. Anyone asked to leave the pool area by the Resident Manager for violation of any of these rules shall leave immediately.

#### **PARKING:**

1. Apartment Residents must park their vehicles only in the parking stall or stalls assigned to them. Any vehicle parked in a stall assigned to another Resident or in an unauthorized area may be removed at the vehicle owner's expense.
2. Vehicles must be parked within the lines of their assigned parking stall and to the best extent possible, centered within the stall.
- 3. No derelict or inoperable cars or other vehicles including mopeds, scooters, motorcycles and bicycles may be stored in parking stalls.**
- 4. Double parking or parking outside a marked stall is not permitted. An unattended car shall be deemed to be "parked illegally" and subject to tow at the vehicle owner's expense.**
5. Residents or Guests must not allow their cars to protrude beyond parking stalls or block any entrance or exit driveway, or any area that is not marked as a stall.

6. **There is no guest parking on the property.** Any violators shall be towed at owner's expense. Residents must make their own arrangements to accommodate their Guests' vehicles.
7. **The garage / parking areas may not be used for any recreational activity,** including but not limited to bicycle riding, ball playing, skateboard riding, roller skating, and roller blading.
8. **No personal property of any kind, including but not limited to boats, trailers, lumber, crates, and furniture, shall be stored within the assigned stall or parking area.** Motorcycles may be parked in the Resident's assigned stall at the Resident's risk. Bicycles must be secured to the bicycle rack provided in the parking areas or in Resident parking stalls. (Please see additional rules concerning bicycles under COMMON AREAS - Bicycles).
9. In the event that a Resident fails to remove any item from his or her respective parking stall after having been advised in writing to remove the item, the Resident Manager will have the item removed at the expense of the owner of the stall. The owner shall reimburse the Association of Apartment Owners for all costs involved with the removal.
10. **No repairs to vehicles shall be permitted on the premises.** No undue racing of engines or tire squealing shall be permitted. No painting of vehicles shall be permitted. Washing and polishing of vehicles must be accomplished in Resident's parking stall or in the marked car wash area and not in any other common area. **Changing of oil and/or tires in the car wash area or in parking stalls is prohibited.**
11. Residents are responsible for the cleanliness of their respective stalls, including the removal of any oil and/or grease build-up. This is not the responsibility of the Resident Manager nor the Association of Apartment Owners. Should the Association find it necessary to have the stall cleaned; the owner will be charged for this work.
12. All automobile license numbers must be registered with the Resident Manager as part of the Resident's Registration and Emergency Information Form.
13. Parking stalls may not be rented nor occupied by vehicles not owned by Diamond Head Sands Residents. Renting to Non-Residents is prohibited.
14. Parking in the entry or exit driveway is prohibited. For safety, the speed limit in the parking areas is 5 MPH.
15. Speeding and driving against the direction of the arrows are prohibited within the project.

#### **PROJECT MAINTENANCE:**

1. Maintenance personnel and the Resident Manager shall not do work within any apartment unless in an emergency endangering other apartments or the common areas, or when it is necessary to access a common element for Association purposes. During the prescribed hours of work, they shall in no case be diverted to the private business or employment of any owner, occupant or Guest.

2. No employees hired or contracted by the Association shall be asked to leave the building premises for any reason, including but not limited to any private business of a Resident.
3. Cleaning of individually-owned apartments, including lanais and all windows, is the responsibility of the respective apartment occupant(s).
4. Maintenance personnel will use every effort to police the grounds effectively. Nonetheless, these employees are not available on a 24-hour basis, and much of their time must be devoted to weeding, pruning, watering, etc. Accordingly, every occupant is to do his or her part and influence all members of his or her household to do their part towards abating unsightliness within the project to the fullest practicable extent.
5. The Resident Manager, maintenance personnel and Association contracted workers may work in the project until 6:30 p.m., Monday – Saturday or later in cases where emergency repairs are needed.

#### **VIOLATIONS:**

1. **Responsibility for Enforcement:** All violations of these House Rules should be reported promptly to the Resident Manager, the Managing Agent, or the Board of Directors. The Resident Manager and/or the Managing Agent are empowered to enforce these House Rules. Violations will result in corrective action to be taken by the Board of Directors.
2. **Warnings:** Prior to the issuance of a written notice of violation, a verbal warning may be given to the offender. No verbal warning may be given for violations which constitute a threat to the personal safety of others, or which involves substantial damage or potential damage to the common elements, or which involves the commission of an illegal act.
3. **Written Notification:** A written notice of violation shall be issued to Residents who commit or are responsible for the commission of violations of these House Rules. Apartment owners and their Rental Agents, duly registered with the Resident Manager, shall be sent copies of all written notices of violations issued to their Tenants, provided current addresses of such owners and Agents have been provided to the Resident Manager.
4. **Damages:** Damages to the common elements or common areas shall be surveyed by the Resident Manager, the Board of Directors, and/or the Managing Agent at the direction of the Board of Directors, and the cost of repair or replacement and any legal fees incurred may be assessed by the Association against the person or persons responsible.
5. **Fines:** There shall be a fine of one-hundred dollars (\$100.00) per violation of any House Rule. Violations which require corrective action shall be subject to additional fines of one-hundred dollars (\$100.00) if not corrected in a timely manner. All fines shall be charged to the owner's account.
6. **Repeat Offender:** If, after receipt of one written notice of violation, a Resident repeats the same offense at any time within one (1) year of the prior offense, the

**owner's account shall be fined for each recurrence of such violation. The amount of each fine may not exceed two-hundred dollars (\$200.00) per violation.**

7. **Appeal**: Any owner or Resident who wishes to appeal a citation and/or an assessment of fines may state his case, in writing, to the Board of Directors for consideration.
8. **Attorney Fees and Expenses of Enforcement**: All costs and expenses, including reasonable attorneys' fees incurred by or on behalf of the Association for enforcing any provision of these House Rules against any owner, occupant, Tenant, Guest, employee of an owner, or any other person who may in any manner use the property shall be promptly paid on demand to the Association by such person or persons.
9. **Other Legal Remedies Reserved**: The Board of Directors reserves the right to exercise any and all other available legal remedy for any violation of these House Rules, and all costs thereof, including attorneys' fees, shall be borne by the offending apartment owner and/or Resident.

#### **OTHER:**

1. The foregoing House Rules have been approved and adopted by the Board of Directors. In case of a dispute over the meaning or intent of any term contained herein, the decision of the Board of Directors shall be determinative.
2. Authority for the administration and enforcement of these House Rules rests in the Managing Agent. The Resident Manager is the on-site authority.
3. The Board of Directors reserves the right to modify and/or amend from time to time these House Rules as may be deemed necessary for the safety, care, cleanliness of the premises and for securing the comfort and convenience of all the Residents of Diamond Head Sands.
4. The Association's posted rules shall be considered extensions of these House Rules.
5. **Exemptions for Handicapped Residents**: Notwithstanding, anything to the contrary contained herein, handicapped Residents shall be allowed reasonable exemptions from these House Rules when necessary to enable them to use and enjoy their apartment and/or common elements provided that any handicapped Resident desiring such an exemption shall so request, in writing. That request shall set forth, with specificity and in detail, the nature of the request and the reason that the requesting party needs to be granted such an exemption. The Board of Directors shall not unreasonably withhold or delay its consent to such request, and any such request shall be deemed to be granted if not denied in writing, within forty-five (45) days of the Board of Director's receipt thereof or of any additional information reasonably required by the Board of Director's in other to consider such a request, whichever shall last occur.



**PLUMBING RESPONSIBILITY:**

The Association takes responsibility for repairs to and maintenance of plumbing that is:

- a. located outside of apartments and
- b. the common pipes that run through apartment walls.

Owners are responsible for repairing and maintaining all plumbing that is located inside their apartment and services only their apartment.

Owners are responsible for the cost of any and all damage to any other unit(s) or any common elements caused by water leaking from their plumbing. The Association can require an owner whose unit contains defective plumbing that affects another unit or common element to have the defect repaired at the owner’s expense.

**RESIDENT MANAGER:**

The Resident Manager's office hours are:

Monday, Tuesday, Thursday & Friday ..... 8:00 a.m. 12 NOON, 1:30 p.m. to 5:00 p.m.

Wednesday & Saturday (half-days) .....8:00 a.m. to 12 NOON

Sunday CLOSED

The Resident Manager will be on call for emergencies during off-hours. For immediately assistance by police, fire, or ambulance, call 911.

Complaints and reports of violations should be directed immediately to the Resident Manager for action.

In an emergency or in the event a major House Rule is not being complied with, notify the Resident Manager at any time.

# **EXHIBIT "A" to Diamond Head Sands House Rules**

## **REQUIREMENTS FOR APARTMENT MODIFICATION AND LANAI ENCLOSURES**

Prior to the start of construction of any apartment modifications and lanai enclosures, all owners of the apartment requesting the modification must comply with the requirements stated below:

1. The following items must be provided by the owner(s) to the Board of Directors for its approval:
  - a. Detailed plans and specifications, including architect or engineer stamped drawings.
  - b. A certificate of a registered professional architect or engineer stating that the above-mentioned plans, specifications, and drawings fully and accurately depict the apartment modifications and lanai enclosure as approved by the officer of the City and County of Honolulu having jurisdiction over the issuance of building permits.
  - c. A certificate stamped by the same architect or engineer who stamped the drawings approved by the Board of Directors certifying the apartment modification and lanai enclosure has been installed as shown on drawings approved by the Board of Directors.
  - d. The owner must obtain written approval from the Board of Directors for the apartment modifications and lanai enclosure.
  - e. Provide additional written materials requested by the Board of Directors.
2. The owner must execute and provide to the Board of Director a recordable indemnification agreement in a form specified by the Board of Directors (all costs incurred for preparation of the agreement, review, recordation, etc. will be paid by the owner of the apartment requesting the apartment modifications and lanai enclosure). In the agreement the owner must agree to:
  - a. Assume responsibility for the apartment modification and lanai enclosure, including its maintenance and repair.
  - b. Assume all responsibility for any damage or injury caused by the construction, presence, or removal of the apartment modifications and lanai enclosure.
  - c. Release and indemnify the Association from any responsibility for the apartment modifications and lanai enclosure.
  - d. Such further terms and conditions as the Board of Directors may require to protect the Association, its owners, the Board of Directors and the property.

3. The owner must agree in writing to pay or reimburse to the Association for the cost of:
  - a. Obtaining and providing to the Board of Directors the plans, specifications, and detailed drawings mentioned above.
  - b. Obtain and providing to the Board of Directors the certificates of a registered professional architect and/or engineer mentioned above.
  - c. Preparation and recordation by the Association's legal counsel, promptly upon completion of the apartment modifications and lanai enclosure, or an amendment to the Declaration and the Condominium Map, which accurately describes and depicts the project as changed by the installation.
  - d. Recordation by the Association's legal counsel, promptly upon completion of the apartment modifications and lanai enclosures, of the above-mentioned profession architect's and/or engineer's certificates.
  - e. Recordation by the Association's legal counsel of the indemnification agreement.
  - f. Any other costs incurred by the Association Board of Directors incidental to the process of complying with the requirements of the Association's Declaration of Horizontal Property Regime and By-Laws, House Rules regarding additions to the project, and all applicable laws.

I (we), the undersigned have read and fully understand the above requirements for the approval of the apartment modifications and lanai enclosure at the Diamond Head Sands Condominium. I (we) agree to comply with these requirements.

Apartment # \_\_\_\_\_

Dated: \_\_\_\_\_  
 \_\_\_\_\_  
 Signature 1  
 Print Full Legal Name: \_\_\_\_\_

Dated: \_\_\_\_\_  
 \_\_\_\_\_  
 Signature 2  
 Print Full Legal Name: \_\_\_\_\_

**TO BE COMPLETED BY UNIT OWNER**

## **HOUSE RULES ACKNOWLEDGEMENT**

I (we), the undersigned have read and fully understand the Diamond Head Sands Condominium HOUSE RULES and agree to comply with all aspects of this governing document.

Apartment Number: \_\_\_\_\_

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**PLEASE SIGN & RETURN THIS ACKNOWLEDGEMENT PAGE  
TO THE RESIDENT MANAGER**

**- KEEP HOUSE RULES IN YOUR UNIT FOR REFERENCE -**