

**PENSACOLA GARDENS  
HOUSE RULES**

OUTLINE

A. PURPOSE OF THESE RULES

B. TERMINOLOGY

C. OCCUPANCY OF APARTMENTS

1. Residential Use
2. Registration
3. Move In/Out
4. House Rules
5. Absentee Owners

D. GUESTS / RENTALS / TEMPORARY OCCUPANCY

1. Renting/Leasing Apartments
2. Owners Responsible
3. Occupant / Guest Violations
4. Agent

E. POOL

1. Authorized Users
2. Guest Limit
3. Pool Key
4. Pool Hours
5. Conduct
6. Communicable Diseases
7. Competent Swimmers
8. Swimming Attire
9. Prohibited Items
10. Failure to Comply

F. LANAIS and PATIOS

1. Orderly Manner
2. Grills
3. Safety
4. Appropriate Items
5. Dropped or Discarded Items
6. Maintenance
7. Carpeting or Coverings
8. Plants
9. Pet Food
10. Umbrellas

G. COMMON AREAS

1. Obstructions
2. Personal Items
3. Visible from Outside
4. Garbage

5. Barbecue
6. Safety
7. Loitering
8. Laundry Room
9. Furniture
10. Soliciting/Trespassing
11. Stairways

H. STORAGE UNITS

1. Hazardous Items
2. Maintenance

I. MAINTENANCE, REPAIRS AND MODIFICATIONS

1. Structural Changes
2. Exterior Changes
3. Changes Visible from Exterior
4. Changes to the Interior
5. Lanai Modifications
6. Contractor Check In
7. Signage
8. Antennas
9. Disabled Exemption
10. Restrictions
11. Water Shut-Off

J. PARKING AREAS AND ROADWAYS

1. Speed Limit
2. Vehicle Repairs
3. Unattended Vehicles
4. Use of Parking Stalls
5. Park in Stalls
6. Stains
7. Use of Parking Areas
8. Vehicle Washing

K. PETS

1. Permitted Pets
2. Breeding
3. Transit
4. Registration
5. Assistance Animals
6. Damage
7. Health and Disease Concerns

L. NOISE, NUISANCES, AND HAZARDS

1. Hazards
2. Nuisances
3. Disturbances
4. Fireworks

M. GENERAL

1. Employees
2. Solicitation
3. Bulletin Board

N. ENFORCEMENT OF RULES

1. Observance of Rules
2. Violations and Damages
3. Complaints
4. Violation of Rules

SUPPLEMENT "A" – WATER LEAK POLICY

SUPPLEMENT "B" – EMERGENCY ACTIONS

SUPPLEMENT "C" – SCREEN DOOR POLICY

SUPPLEMENT "D" – SATELLITE, ANTENNA AND DISH INSTALLATION POLICY

SUPPLEMENT "E" – PROCEDURES AND FINES FOR VIOLATION OF  
DECLARATION, BY-LAWS, OR HOUSE RULES

SUPPLEMENT "F" – INSURANCE CLAIMS PROCEDURES

SUPPLEMENT "G" – INSURANCE DEDUCTIBLE POLICY

SUPPLEMENT "H" – UNIT OWNER INSURANCE REQUIREMENTS

## **PENSACOLA GARDENS HOUSE RULES**

### **A. PURPOSE OF THESE RULES**

The purpose of these Rules and Regulations ("House Rules") is to help protect all occupants of Pensacola Gardens ("the Project") from unreasonable annoyance and nuisance caused by improper use of the condominium units and common elements and also to help protect the reputation and desirability of the Project by providing maximum enjoyment of the premises. These House Rules may be amended by the Board of Directors (the "Board") of the Association of Apartment Owners of Pensacola Gardens (the "Association"), as provided in Article X, Section 1 of the By-Laws of Association of Apartment Owners Pensacola Gardens (the "By-Laws").

No behavior and/or act shall be allowed in the apartments or the common elements, nor shall any use and/or practice be allowed, which is illegal, or which is improper or offensive in the reasonable opinion of the Board, or in violation of the Declaration of Horizontal Property Regime (the "Declaration"), the By-Laws or these House Rules (collectively, the "Governing Documents"), or which unreasonably interferes with or is an unreasonable annoyance to the peaceful possession or proper use of the apartments and/or the common elements by other owners or occupants.

The full authority and responsibility of enforcing these House Rules may be delegated to the Managing Agent and/or Resident/Site Manager by the Board. All 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.

### **B. TERMINOLOGY**

1. **Agent.** Any real estate broker, corporation, firm, or individual empowered to act on behalf of any apartment owner.
2. **Apartment.** An apartment in the Project. Also referred to as "condominium unit" or "unit".
3. **Association.** The Association of Apartment Owners of Pensacola Gardens.
4. **Board.** The Board of Directors of the Association.
5. **By-Laws.** The By-Laws of the Association, as amended from time to time.
6. **Declaration.** The Declaration of Horizontal Property Regime of Pensacola Gardens, as amended from time to time.
7. **Resident/Site Manager.** The Resident/Site Manager is an employee of the Association acting under the direction and supervision of the Managing Agent and the Board. One of the duties of the Resident/Site Manager is to enforce the House Rules.
8. **Guest.** A person who resides other than at the Project and visits the Project for a period of time at the invitation of an occupant.

9. **Managing Agent.** The agent engaged by the Board for management and operation of the Project, pursuant to the Declaration and the By-Laws.
10. **Occupant.** A person who occupies an apartment at the Project, including, but not limited to, the owner(s), family members, and/or tenants.
11. **Owner.** The owner or owners of record of an apartment.
12. **Project.** The Pensacola Gardens condominium project.

### **C. OCCUPANCY OF APARTMENTS**

1. **Residential Use.** A residential apartment shall be used only as a residence and shall not be used for business or other purposes, except as may be permitted under City and County law.
2. **Registration.** Each occupant shall register with the Resident/Site Manager within 72 hours of moving in to an apartment and provide, in writing on the Registration Form, all pertinent information regarding residency, including but not limited to, the names of persons residing in the apartment, telephone number (whether listed or unlisted), the name of the person(s) to be notified in an emergency, and the description, license number of vehicles and stall numbers. If an occupant has a pet(s), information of the pet(s) must also be provided to the Resident/Site Manager prior to or immediately upon bringing such pet(s) onto the property. All information shall be kept current.
3. **Move In/Out.** Moving in or out of apartments shall be accomplished between the hours of 8:00am and 6:00pm on any day of the week, including weekends and holidays.
4. **House Rules.** Owners, landlords, or agents shall provide a copy of the House Rules for their tenants. Copies of the House Rules are available from the Resident/Site Manager.
5. **Absentee Owners.** Absentee owners, at their expense, should have an agent, friend, or caretaker conduct periodic inspections of his/her closed apartment, assuming responsibility for the contents thereof. The name and contact information for this person should be provided to the Resident/Site Manager.

### **D. GUESTS / RENTALS / TEMPORARY OCCUPANCY**

1. **Renting/Leasing Apartments.** Subject to the terms of the Declaration and the By-Laws, an apartment owner may lease his/her apartment and/or make it available to friends. In no case shall a unit be leased or rented for a period of less than thirty (30) days.
2. **Owners Responsible.** Apartment owners assume responsibility for the conduct of the occupants and guests of the apartment at all times. Owners must deliver to occupants and guests a copy of these House Rules, and everyone shall abide by the House Rules.

3. **Occupant / Guest Violations.** Apartment owners shall, upon request of the Board or Managing Agent, immediately abate and remove, at his/her expense, any structure, thing, or condition that may exist with regard to the occupancy of his/her apartment by his/her lessee(s), renter(s), or guest(s) contrary to the interest and meaning of the provisions of the Governing Documents; or, if the apartment owner is unable to control the conduct of the lessee(s), renter(s), or guest(s) to conform with the interest and meaning of the provisions of the Governing Document, he or she shall, upon request of the Board or Managing Agent, immediately remove such lessee(s), renter(s) or guest(s) from the premises (i.e., the owner shall immediately set in process, and follow through with, the eviction and/or removal of such individuals from the Project), without compensation for lost rentals or any other damage resulting therefrom.
4. **Agent.** Owners who rent their units shall be responsible for designating a local agent to represent their interest if their residence is outside of the island of Oahu. Such owners shall file with the Resident/Site Manager their out of town address, telephone number, and email and the name, telephone number, and email of their agent.

#### **E. POOL**

1. **Authorized Users.** Use of the pool shall be limited to apartment owners, occupants, and their guests. Use is on a first come first served basis and, as such, no one may reserve the area for his/her private use. Each person uses the pool at his/her own risk. Owners, their family members, tenants and guests shall assume all risk of personal injury or property damage that may result from the use of the pool. Safety is the responsibility of each person using the pool. The Association is not responsible for accidents or injuries of any kind. Pets are not allowed in the swimming pool or pool area.
2. **Guest Limit.** Each apartment is limited to four guests utilizing the pool at any given time. An owner or occupant shall accompany any guests at the pool and shall be responsible for the behavior of their guests.
3. **Pool Key.** Each apartment shall be provided with one special key upon deposit of \$50.00. This key allows access to the pool. The key cannot be duplicated and replacements are available only through the Resident/Site Manager at an additional cost of \$50.00.
4. **Pool Hours.** Pool hours are from 8:00 a.m. until 9:00 p.m. Only reasonably quiet pool activities are allowed after 6:00 p.m. The pool may be closed periodically for cleaning.
5. **Conduct.** Unreasonably loud, rowdy or boisterous activities are never allowed at the pool. Splashing water out of the pool, running, diving, jumping, horseplay, and/or pushing others into the pool are prohibited. Spitting, spouting of water, and blowing the nose in the pool shall be strictly prohibited.

The pool shall be immediately closed for cleaning in the event of an accidental fecal or vomitus discharge. All bathers shall be ordered to leave the pool until such substances are removed.

6. **Communicable Diseases.** Any person having an infectious or communicable disease shall be excluded from the pool. Persons having any open blisters, cuts, etc., shall be warned that these are likely to become infected and advised not to use the pool.
7. **Competent Swimmers.** Persons who are not competent swimmers shall not be permitted in the pool unless accompanied and supervised by a competent swimmer, who shall be responsible for the non-swimmer's conduct and safety.
8. **Swimming Attire.** Only clean swimming attire that is normally acceptable at public facilities may be worn in the pool. "Normally Acceptable" swimming attire is that which was made and intended to be worn while swimming.

All persons who may be incontinent must wear waterproof diapers or other leak proof protective clothing to prevent contamination of the pool.

9. **Prohibited Items.** Items not intended for pool use, including, but not limited to golf balls, footballs, frisbees, surfboards, fins, boogie boards, etc. may not be used in or near the pool. Metal objects are never allowed in or near the pool. Plastic masks or goggles, snorkels and small inflatable paraphernalia such as flotation devices and water wings are permitted. No glass containers or glass items of any kind are permitted in or near the pool. **Food and drinks are not allowed** in the pool or pool deck area, with the exception of water in unbreakable containers.
10. **Failure to Comply.** Individuals not abiding by these House Rules will be required to vacate the pool area and may be barred from use of the pool for up to one (1) year.

#### **F. LANAIS and PATIOS**

1. **Orderly Manner.** Lanais and patios shall be kept in an orderly manner. Any unsightly or objectionable items or items creating a fire hazard within any apartment or on any balcony, lanai or patio shall be removed upon the request of the Resident/Site Manager, Managing Agent, or Board. Owners/occupants shall not hang laundry on lanais in such a manner as to be visible from the exterior of the building (i.e., laundry may be dried on racks or hangers that are below the height of the railings).
2. **Grills.** Gas grills, hibachis, charcoal grills, electric grills or other similar devices used for cooking, heating, or any other purpose are prohibited from use on the lanais or patios, under any overhanging portion, or within 10 feet of any structure pursuant to the Honolulu City and County Fire Code. Propane tanks used for gas grills may not be stored on the lanais or anywhere on the premises.
3. **Safety.** Skateboards, skates, bicycles, etc. shall not be ridden on lanais.
4. **Appropriate Items.** Only items deemed appropriate for placement on lanais and patios, e.g. outdoor furniture, small plants, small tables, footwear, and/or doormats, may be placed thereon. Lanais and patios may not be used for storage purposes. Because the lanais on the Ewa building are a walkway/passthrough for other occupants, by order of the Fire Marshall, clear passage must be maintained through

the walkway at all times. Bicycles, exercise equipment, surf boards, clothing, rugs, towels, brooms, mops, boxes, and other inappropriate items shall not be placed or hung on lanais or patios or in windows so as to be in view from outside the building or from other apartments (i.e., these items may not be hung over the railings, walls, or fences etc.). Pets shall not be left unattended on any lanai or patio.

- 5. Dropped or Discarded Items.** Proper safety precautions must be taken so items do not fall from lanais. Nothing shall be thrown, swept, dropped, poured, spat or emptied by occupants or their guests out of windows or doors or off lanais or patios and onto any part of the Project. Sweeping and mopping of lanais shall be accomplished in such a manner that does not allow dust, dirt, debris, etc. to travel off the lanai to any other unit or to any common area. Garments, rugs, mops or other objects shall not be dusted or shaken from windows, lanais, patios, or any other exterior part of the buildings. Do not spit from your lanai onto any other lanai or any other common area.
- 6. Maintenance.** Each owner shall be responsible for the care and maintenance of his/her lanai or patio and any planted area adjacent to and for the use of their respective apartments. It is intended that the exterior of the building shall present a uniform appearance and, to effect that end, the Board may require the painting or repair of each lanai and patio, including the walls and ceilings of all, or part of any building and regulate the type and color of paint to be used. The Board is authorized to contract for said painting of all such lanais and patios and to make payment therefore out of the maintenance fund.
- 7. Carpeting or Covering.** Carpeting, artificial grass, or other coverings that retain water are prohibited on the floor of the lanais or patios.
- 8. Plants.** Plants shall not be allowed to grow through, over, or on lanai railings or walls. The watering of plants on lanais shall be accomplished in such a manner that does not allow water to travel to any other unit or to any common area in the Project.
- 9. Pet Food.** As a precaution against rodents and insects, no pet food is allowed to be left on the lanai or patio overnight.
- 10. Umbrellas.** Owners of ground floor units with a patio, may temporarily deploy an umbrella or shade or canopy with prior written approval from the Board of Directors. The color must be neutral earth toned (similar to green, brown and tan), it must be kept in good condition, and the installation may not be of a permanent nature. The owner may deploy the covering when actively using the patio area, then close/remove the covering when not in use. Such addition may not encroach on any other owner or owner's property or any common area. It may not be connected to any common element or the building.

## **G. COMMON AREAS**

- 1. Obstructions.** The sidewalks, driveways and parking areas must not be obstructed or used for any purpose other than ingress and egress or parking.



2. **Personal Items.** No items or personal property, including footwear and doormats, shall be placed or stored upon the common elements.
3. **Visible from Outside.** Brooms, mops, boxes, clothing, laundry, rugs, or any other item deemed an eyesore by the Board shall not be allowed to remain in view from outside of apartments. No aluminum foil, plastic, or paper shall be permitted on windows or doors.
4. **Garbage.** All garbage must be wrapped or bagged and deposited in the proper receptacles. Do not leave garbage/trash outside your door on walkways. Boxes must be broken down so as to take up less space. No flammable or explosive items shall be placed in trash receptacles. Large items, such as furniture, appliances and remodeling debris shall **not** be discarded in the dumpsters. Private arrangements must be made for proper disposal. Bulky items are picked up by the City and County of Honolulu "By appointment only." Occupants shall **not** call the City and County of Honolulu to schedule a pick-up of bulky items on their own. Occupants must contact the Resident/Site Manager to schedule pick up of bulky items. Occupants must provide the Resident/Site Manager a list of items that will be discarded. The Resident/Site Manager will inform the occupants when the pick-up is scheduled for and provide further instructions. This rule is subject to change if and/or when the City and County of Honolulu may amend its restrictions/requirements for bulky items.
5. **Barbecue.** There shall be no charcoal, gas, or electric grilling on the grounds, on the lanais, patios or in any part of the Project, except that barbecuing may be allowed in a designated Barbeque Area, as may be created in the future at the Project.
6. **Safety.** Skateboards, skates, bicycles, etc. shall not be ridden on Project grounds, including on the walkways or sidewalks or in any part of any building, except in transit on/off the property on the asphalt areas, with the exception that wheelchairs or similar devices (e.g., scooters, walkers, etc.) used for the transport of disabled persons shall be allowed.
7. **Loitering.** No person may loiter on the balconies (other than your own), stairways, hallways, or parking areas of the Project. Loitering in the recreation area, beyond the usual recreation activity, is not permitted.
8. **Laundry Room.** Laundry room hours are from 8:00am to 9:00pm, daily. Use of the laundry room shall be limited to occupants of the Project. Soaking of items in a washer is not allowed. All items must be promptly removed from washers and dryers. **Do not use more than two washers or two dryers at any given time.** For health and safety reasons, items soiled with mud, pet feces, or any similar contaminant must be given a preliminary hand washing before being laundered in the washing machines. The Association is not responsible for clothes damaged due to misuse or overloading, nor for any loss of or damage to clothing removed by others, vandalism, malfunction of machines, or other losses, including loss of cleaning supplies.
9. **Furniture.** Any furniture placed in common areas (such as the pool deck and recreation area) is for use in those specific areas and must not be moved therefrom.

10. **Soliciting/Trespassing.** No soliciting, canvassing, posting of flyers, or other promotional materials is permitted; provided that solicitation of proxies or distribution of materials relating to Association matters on the common elements by owners shall be allowed in accordance with any rules adopted by the Board regulating reasonable time, place, and manner of the solicitations and/or distributions. No trespassing.
11. **Stairways.** No personal property or other items may be placed on the stairways.

## **H. STORAGE UNITS**

1. **Hazardous Items.** No flammable oils, flammable gas products, fluids, explosives or articles deemed hazardous to life or property shall be stored in private storage lockers.
2. **Maintenance.** Maintenance of the interior of the storage locker, including the associated costs for said maintenance, is the responsibility of the owner/occupant to whom it is assigned.

## **I. MAINTENANCE, REPAIRS, AND MODIFICATIONS**

1. **Structural Changes.** Subject to the requirements set forth in Article X, Section 6 of the By-Laws and/or Hawaii law, no structural changes of any type shall be permitted either inside or outside of an apartment except in accordance with the By-laws, the Declaration, and with at least the approval of the Board. Before work is started, owners must receive written permission from at least the Board, and obtain a building permit if required. A Renovation/Repair Request form must be obtained from the Resident/Site Manager, completed and approved by the Board before work can be started. The Renovation/Repair Request must be received at least one (1) week prior to a regularly scheduled Board meeting, otherwise the Renovation/Repair Request may not be reviewed until the following month or next regularly scheduled Board meeting. Work must be done to specifications by a licensed contractor.
2. **Exterior Changes.** No awnings, shades, windbreaks, security bars, etc., shall be installed on the exterior of the building without obtaining at least the written permission of the Board.
3. **Changes Visible from Exterior.** No additions or alterations to the original design of the apartment will be permitted which are visible from the exterior of the building without obtaining at least the written approval of the Board, and if required by the Governing Documents or state law, the necessary level of approval of the Association membership.
4. **Changes to the Interior.** Owners must submit approved plans for standard modifications, get written permission from the Board, and get a building permit if required. A Renovation/Repair Request must be obtained from the Resident/Site

Manager, completed and approved prior to beginning work (other than emergency repairs). Work must be done to specifications by a licensed contractor.

Note: Washers, Dryers, and/or Dishwashers are not allowed to be installed within or attached to any of the apartments. Any existing Grandfathered washer, dryer, and/or dishwasher installations within units must be removed upon the end of their useful life, prior to conveyance of the unit to a third party, or upon renovation of the area where these appliances are located, whichever occurs first. Any unit with unauthorized (i.e., not grandfathered) washer, dryer, and/or dishwasher installations will be fined \$500.00 and will be required to remove the installation within ten (10) days.

5. **Lanai Modifications.** Lanais shall not be enclosed. Modifying lanais in any way shall not be allowed. All access points to and from lanais on the Ewa building shall remain open and fully accessible.
6. **Contractor Check In.** Any owner who hires a contractor to perform plumbing, electrical repair, or remodeling work in an apartment shall ensure that the contractor checks in with the Resident/Site Manager prior to starting work. Contractors shall provide Resident/Site Manager with proof of license and insurance before commencing any work. No such contractor shall be allowed to perform work in any apartment if the contractor is not licensed by the State of Hawaii. Owners and/or occupants shall require their contractor(s) to remove all construction debris from the premises. Such debris shall **not** be dumped into Project dumpsters. All contractors must observe and adhere to the Association's Governing Documents and these House Rules. Failure to do so will result in the responsible owner receiving violation notices and/or fines pursuant to the Association's Procedures and Fines for Violation of Declaration, By-Laws, or House Rules. See Supplement "E".
7. **Signage.** No signs, signals or lettering shall be inscribed or exposed on any part of any building, nor shall anything be projected out of any window or off any entry, lanai, balcony or patio.
8. **Antennas.** No radio or TV antenna shall be erected or maintained outside the physical confines of an apartment, except in accordance with 47 C.F.R. Section 1.4000 of the Telecommunications Act of 1996. See the Association's Satellite, Antenna and Dish Installation Policy, attached hereto as Supplement "D."
9. **Disabled Exemption.** Disabled occupants shall: (1) be permitted to make reasonable modifications to their apartments and/or the common elements, at their expense (including without limitation the cost of obtaining any bonds required by the Governing Documents), if such modifications are necessary to enable them to use and enjoy their apartments and/or the common elements, as the case may be; and (2) be allowed reasonable exemptions from these House Rules, when necessary to enable them to use and enjoy their apartments and/or the common elements, provided that any disabled occupant desiring to make such modifications or desiring such an exemption shall so request. 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's receipt thereof or of any additional information reasonably required by the Board in order to consider such a request, whichever shall last occur.

10. **Restrictions.** Maintenance, construction, and other noisy work shall be done Monday-Friday 8:00am-5:00pm and Saturday 9:00am-5:00pm. No Sunday work is permitted, except in the event of an emergency (e.g., major water leak).
11. **Water Shut-Off.** Excluding emergencies, water shut-off requests must be received by the Resident/Site Manager at least 72 hours in advance. Depending on individual needs, water may be shut off Monday-Friday for up to 3 hours.

## **J. PARKING AREAS AND ROADWAYS**

1. **Speed Limit.** A 5-mph speed limit should be observed in the parking lot and driveway.
2. **Vehicle Repairs.** Extensive repairs of motor vehicles or other equipment shall not be permitted in any parking stall, driveway, or other areas of the common element of the Project. Maintenance/repair of vehicles is limited to checking and adding to fluid levels, jump starting and changing of batteries, or changing flat tires. All vehicles parked at the Project shall be in operating condition with a current registration and safety sticker as required by law.
3. **Unattended Vehicles.** Vehicles may not be parked or left unattended, except in assigned parking spaces.
4. **Use of Parking Stalls.** Parking stalls shall be used for vehicles, including mopeds, motor bikes, motorcycles, and bicycles only. Except as authorized by the Board, Managing Agent, or Resident/Site Manager, all other objects (including oil pans and traffic cones), are prohibited.
5. **Park in Stalls.** Each owner and his/her family members, tenants and guests shall park only in parking stall(s) assigned to such owner's apartment. No guest parking is available. Vehicles, including mopeds, motor bikes, motorcycles, and bicycles, shall fit completely within the designated parking spot. Any vehicles parked anywhere on common elements or driveways not specifically designated as parking stall(s) or extending beyond the designated parking stall, will be considered illegally parked, and subject to being cited and/or towed without warning. Owners and/or occupants are responsible for having illegally parked vehicles towed from their respective parking stalls.
6. **Stains.** Each owner shall be responsible for the care and maintenance of his/her parking stall. Oil that has leaked onto the parking lot surface shall be removed upon the request of the Resident/Site Manager, Managing Agent or Board. Failure of the owner to respond to this request within 10 days will result in the stains being removed and a charge being assessed against the owner's account.
7. **Use of Parking Areas.** The parking areas shall not be used for recreational purposes. Bicycles, tricycles, skateboards, etc. shall not be ridden in the parking areas except in transit on/off the property on the asphalt areas, with the exception

that wheelchairs or similar devices (e.g., scooters, walkers, etc.) used for the transport of disabled persons shall be allowed.

- 8. Vehicle Washing.** Vehicle washing with a hose is permitted, however, the use of cleaning products such as soap is prohibited anywhere within the Project. Washing with a water hose is permitted if the hose has a nozzle that stops water flow when the hose is not in use. Occupants are encouraged not to waste water or use an excessive amount of water while washing vehicles. Vehicle washing on Project grounds is strictly limited to occupants of the Project.

## **K. PETS**

- 1. Permitted Pets.** No livestock, poultry, or other animals whatsoever shall be allowed or kept in or on any part of the Project, except dogs, cats, or other common household pets, as determined by the Board, may be kept by owners and occupants in their respective apartments. Limit two (2) pets per unit. Any pet causing a nuisance or unreasonable disturbance to any other occupant of the Project shall be promptly and permanently removed upon notice given by the Board or Managing Agent, or Resident/Site Manager.
- 2. Breeding.** No animals shall be kept, bred, or used in the Project for any commercial purpose.
- 3. Transit.** Pets shall not be allowed on the grounds or any other common elements in the Project except in transit when physically carried or on a leash. Pets are not, in any case, allowed on any part of the pool area, recreation areas, or laundry rooms.
- 4. Registration.** All pets must be registered with the Resident/Site Manager prior to or immediately upon bringing such pet onto the property.
- 5. Assistance Animals.** Notwithstanding anything to the contrary in the Declaration, By-Laws, or House Rules, animals upon which disabled owners, occupants, tenants, and/or guests depend for assistance shall be allowed on the common elements while under the control of the animal's handler/owner, by use of a harness, leash, tether, cage, or other 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 provides, the assistance animal must be under the control of the animal's handler/owner by voice control, signals, or other effective means. If an assistance animal causes a nuisance or unreasonable disturbance, the owner thereof will be given an opportunity to rectify the problem by measures which fall short of ejection of the animal from the Project. Ejection will be required only if the Board reasonably determines that less drastic alternatives have been unsuccessful. If such an assistance animal is ejected, it will nonetheless be allowed to remain at the Project for a reasonable period of time while the owner thereof attempts to find a suitable replacement assistance animal, provided that the problem is controlled to a sufficient degree that the continued presence of the assistance animal during that interim period of time does not constitute an unreasonable imposition upon other occupants. Please contact the Association's Resident/Site Manager if you need to request a reasonable accommodation for an assistance animal.

6. **Damage.** Any personal injury or property damage to the buildings, grounds, flooring, walls, trim, finish, tile, carpeting, stairs, or other portion of the Project caused by an animal will be the full responsibility of the animal owner and the owner of the apartment in which the animal is kept.
7. **Health and Disease Concerns.** Animals shall not be allowed to urinate and/or defecate on the common areas. In the event that an animal accidentally urinates/defecates on common areas, the owners and occupants shall be responsible for the immediate and proper removal/disposal and cleaning of all urine and/or fecal matter of their animal. Owners and occupants shall also be responsible for the prompt and proper removal/disposal and cleaning of all urine and/or fecal matter of their animals in their apartments, and/or limited common areas.

#### **L. NOISE, NUISANCES, AND HAZARDS**

1. **Hazards.** No owner or occupant shall use or permit to be brought into the buildings or common areas of the Project anything deemed hazardous to life, limbs, or property, such as gasoline (except for gasoline in a vehicle's gas tank), kerosene, propane tanks, naphthalene, or other combustibles of like nature, nor any gunpowder, fireworks, or other explosives. Nothing shall be allowed, done, or kept in any apartment or common element which will overload or impair the floors, walls, or roofs of the Project. No activity shall be engaged in and no substance introduced into or manufactured within the Project, which might result in a violation of the law, in the cancellation of the insurance, or increase in the insurance rates of the Project.
2. **Nuisances.** No nuisances shall be allowed on the Project and no activity or condition shall be allowed which is improper or offensive in the opinion of the Board or which unreasonably interferes with or is an unreasonable annoyance to the peaceful possession or proper use of the Project by other owners and occupants.
3. **Disturbances.** *QUIET HOURS ARE BETWEEN 10:00PM AND 8:00AM*, although owners and occupants shall not cause excessive noise of any kind and shall be considerate of all other occupants at all times. Occupants shall not make or cause, or permit their families or their guests to make or cause, noises which will unreasonably annoy or interfere with the rights, comfort, and convenience of other occupants. Radios, TV's, stereos, subwoofers, etc. must be played at reasonable volumes at ALL times. Car stereos shall not be audible from more than 10 feet away. Excessive noise at any time should be reported to the Resident/Site Manager for appropriate action.
4. **FIREWORKS.** *BURNING OR SETTING OFF FIREWORKS ANYWHERE ON PROPERTY GROUNDS OR WITHIN ANY BUILDING IS EXPRESSLY PROHIBITED.*

#### **M. GENERAL**

1. **Employees.** The Resident/Site Manager shall not be asked to do work within the area of any apartment or asked to leave the premises for any reason.

2. **Solicitation.** No solicitation or canvassing will be allowed on project grounds at any time; provided that solicitation of proxies or distribution of materials relating to Association matters on the common elements by owners shall be allowed in accordance with any rules adopted by the Board regulating reasonable time, place, and manner of the solicitations and/or distributions.
3. **Bulletin Board.** Residents may have notices displayed in the bulletin board located at the mailbox area. All notices must be submitted to the Resident/Site Manager for posting and are subject to Board review prior to posting. Subject matter is limited to items of general interest; for sale, for rent, lost and found, etc. and limited to a single page up to 8½" by 11" in size, and can remain posted for a maximum of fourteen (14) days. No commercial, religious, or political notices are allowed.

#### **N. ENFORCEMENT OF RULES**

1. **Observance of Rules.** Each owner shall observe and perform these House Rules and ensure that such owner's tenants, family members, guests, and contractors also observe these House Rules. The owner shall be responsible if expenses are incurred by the Association due to violations of these House Rules by the owner or by any person for whose conduct the owner may be responsible.
2. **Violations and Damages.** All corrective actions with respect to violations of these House Rules and damages to the common elements shall be enforced by the Board and should be reported promptly to the Board, Managing Agent, or Resident/Site Manager. The cost of such corrective actions, including any legal fees of enforcement, shall be assessed by the Board, and shall be paid by the person or persons responsible, including but not limited to, any owners for damages caused directly or indirectly by any person for whose conduct the owner may be responsible.
3. **Complaints.** Complaints and suggestions regarding the Project shall be made in writing, with the unit number, contact phone number, signed and submitted to the Board, Managing Agent, or Resident/Site Manager. All complaints will be considered CONFIDENTIAL to the extent possible.
4. **Violation of Rules. THE VIOLATION OF ANY OF THE GOVERNING DOCUMENTS SHALL GIVE THE BOARD ACTING ON BEHALF OF THE ASSOCIATION, THE RIGHT TO:**
  - (a) Enter the apartment in which, or as to which, such violation or breach exists and to summarily abate and remove, at the expense of the defaulting apartment owner, any structure, thing, or condition that may exist therein contrary to the intent and meaning of the provisions of the Governing Documents and the Board or the Managing Agent shall not thereby be deemed guilty in any manner of trespass.
  - (b) To enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any such breach, and all costs thereof, including attorneys' fees shall be borne by the defaulting apartment owner (whether

caused by the owner or by any person for whose conduct the owner may be responsible).

Nothing contained in these House Rules shall be interpreted to prevent or delay the Board from immediately referring any violation to the Association's attorney for taking of legal action as may be appropriate in cases where a violation occurs that affects the health and/or safety of occupants or Association staff and/or to prevent damage to Association property.

The Association's Procedures and Fines for Violation of the Governing Documents is attached hereto as Supplement "E."

**Supplementary information developed and of possible interest is provided herein below. Compliance with these supplementary requirements is subject to the same respect, enforcement, and consequences as are the House Rules.**



## **SUPPLEMENT “A” – WATER LEAK POLICY**

### **1. Interior water leaks: IMMEDIATELY NOTIFY THE RESIDENT/SITE MANAGER**

- (a) If you discover a major water leak (from bathroom or kitchen fixtures), immediately call the Resident/Site Manager. If the Resident/Site Manager is not available, immediately call a licensed plumber to secure water to the building (if necessary), make emergency repairs, and restore water service as soon as possible.
- (b) Inform the Resident/Site Manager at (808) 294-2529. All minor leak repairs that can wait until the next workday shall be coordinated with the Resident/Site Manager who will advise all affected occupants of impending loss of water during the repair.
- (c) If you discover water leaking into your apartment from an adjacent apartment, (above or alongside) immediately notify the occupants of that apartment and the Resident/Site Manager. Owners are required to cooperate.
- (d) Repairs should be undertaken immediately by a licensed plumber, and in no case should any leak go unchecked or repair time exceed 24 hours. Depending on the source of the water leak, all costs associated with repair, water extraction, and clean up, including damages to common elements and surrounding apartments, may be the sole responsibility of an owner.

See the Association’s Insurance Deductible Policy, Supplement “G” for the standard guidelines governing the responsibility for payment of the deductible under the Association’s insurance policy. See also Supplement “F.”

### **2. Sewer and Wastewater Leaks: IMMEDIATELY NOTIFY THE RESIDENT/SITE MANAGER**

- (a) Any owner/occupant who experiences a slow/stopped or backed-up sewer line must immediately notify the Resident/Site Manager, then call a licensed plumber. Early action is necessary to prevent sewers from backing-up into the apartments. However, if you experience a sewer spill in your apartment it is imperative that you also call a water extraction company to have the water removed and floors/carpets deodorized and disinfected.

### **3. Responsibility to Repair or Maintain**

- (a) Article V, Section 1 (a) & (b) of the By-Laws state: "(a) Every owner from time to time and at all times shall perform promptly all repair, maintenance and alteration work within his Apartment the omission of which would adversely affect any common element or any other Apartment, and shall be responsible for all loss and damage caused by his failure to do so. (b) All repairs of internal installations within each Apartment such as water, light, . . . power, sewage, telephone, air conditioning, sanitation, doors, windows, lamps, and all other fixtures and accessories belonging to such Apartment, including interior walls and partitions and the inner decorated or finished surfaces of the perimeter walls, floors, and ceilings of such Apartment shall be at the Owner's expense."

- (b) If any apartment suffers water damage caused by, or as a result of water or sewer leaks from another apartment, and the responsible owner fails or refuses to perform necessary repairs to your apartment within a reasonable time, notify the Board in writing. The Board's powers and duties include the maintenance and repair of any apartment if such maintenance or repair is necessary, in the discretion of the Board, to protect the common elements and limited common elements or any other portion of the buildings, and the owner(s) of said apartment have failed or refused to perform said maintenance/repair within a reasonable time after written notice of the necessity of said maintenance/repair delivered by the Board to said owner(s), provided that the Board shall levy a special assessment against such apartment for the cost of said maintenance/repair.
- (c) **Insurance.** All Homeowners must maintain an HO6 (Homeowners insurance) policy.

## **SUPPLEMENT “B” – EMERGENCY ACTIONS**

If the immediate service of the Honolulu Police Department, Fire Department, Paramedics, Ambulance, or Doctor is required, the desired agency should be contacted directly by calling the emergency response phone number 911. It is advisable, if possible, to have a family member or neighbor meet the emergency vehicle at the driveway entrance on Pensacola Street to provide directions to the emergency vehicle crew. All emergency situations including flooding, fire, and theft must also be brought to the immediate attention of the Resident/Site Manager.

## **SUPPLEMENT “C” – SCREEN DOOR POLICY**

The following information is provided to facilitate the installation of screen doors with a uniform appearance and style throughout the Project.

- 1. In order to maintain uniformity in appearance**, owners must install the approved style, or any equivalent substitute with the same appearance and specifications, meeting building code structural rating requirements, which may be done without prior Board approval. Screen doors that vary significantly in appearance from the pre-approved styles require Board approval prior to installation.

The approved frame colors for the screen doors are brown, bronze, or black in an electrostatic baked painted finish or powder coated finish. The color may vary slightly between manufacturers.

It is recommended that you have the installer take the measurements, as the size is not standard and must be custom ordered. Suppliers may be found in the Yellow Pages, online, or at the various home improvement stores.

- 2. Screen doors must fit within the existing door openings.** No changes, additions, or structural alteration to any common element will be approved or allowed. Any structural damage to the common elements resulting from installation of screen doors must be restored to “as good as new” condition. Any repairs to the common elements must meet with Board approval.
- 3. Installation of screen doors** will be at the option of and will be paid for by the apartment owner.

**SUPPLEMENT “D” – SATELLITE, ANTENNA AND DISH INSTALLATION POLICY**

Adopted by the Board of Directors on June 15, 2021

Homeowners are responsible for not only the maintenance/repair/replacement of the Satellite, Antenna, and/or Dish, and all associated components thereof (the “Equipment”), they also assume all liability for any personal injury or property damage caused by the Equipment. Homeowners are responsible for all associated cost and expenses. The Equipment is to be free standing on the unit’s lanai, within the unit’s limits, or on property within the exclusive use or control of the antenna user where the user has a direct or indirect ownership or leasehold interest in the property. The Equipment shall not be installed, used, or maintained on or in the common elements of the Project. The Equipment shall not encroach upon any common element, any limited common element not within the antenna user’s exclusive use and control, any other owner’s unit, or the air space of another owner’s unit or of a limited common element that is not within the antenna user’s exclusive use and control. Installations shall be performed in such a manner that it does not damage the common elements, the limited common elements, units of other owners, or void any warranties of the Association or other owners or in any way impair the integrity of the buildings (e.g., owners are not permitted to drill, bolt, or penetrate the cement of the buildings). Owners are responsible for all costs associated with the Equipment, including, but not limited to costs to repair damage to the common elements, limited common elements, other units, and any other property damaged by Equipment installation, maintenance, and/or use. All measures must be taken to ensure that the dish is concealed, but only to the extent possible without unreasonably increasing cost or affecting reception. In the event the Board reasonably determines that it needs to perform maintenance of the Project which will require removal of any Equipment, the owner shall remove the Equipment at his/her sole cost and expense and the Association shall not be liable for loss or inconvenience arising from the removal. All Equipment must comply with all applicable state and federal laws. After installation the Site Manager shall schedule an inspection with the owner to ensure that the installation complies with the above noted rules and is safe (i.e., properly and securely installed).

Please sign and return a copy of this entire letter within three (3) days of installation of the Equipment as an Acknowledgment of receipt and adherence to the above noted policy. Please send the signed document to:

Pensacola Gardens AOA  
c/o Hawaiiana Management, Ltd.  
ATTN: Lisa Bortle  
711 Kapiolani Blvd., Suite 700  
Honolulu, Hawaii 96813

I, \_\_\_\_\_, owner of unit # \_\_\_\_\_ at Pensacola Gardens affirm and acknowledge that I have read and understand the foregoing, and I agree to abide with all provisions noted therein, or as may be amended by the Board of Directors from time to time.

\_\_\_\_\_  
Owner's signature

**SUPPLEMENT “E” – PROCEDURES AND FINES FOR VIOLATION OF DECLARATION, BY-LAWS, OR HOUSE RULES**

Approved by the Board of Directors on May 11, 2020

Violations of the Declaration, By-Laws or House Rules may be cited by the Resident Manager, Managing Agent, and members of the Board of Directors. All violations will be reported to the Managing Agent by the Resident Manager/Director who will notify the homeowner of the violation with a written notice. This notice may be in the form of a written warning (first offense) or it can inform the homeowner that a fine has been imposed for the violation of the Declaration, By-Laws or House Rules.

Homeowners shall be liable for their own fines and for fines assessed against their tenants, guests, family members, agents, or employees. The fine will be chargeable to and assessed against the homeowner's unit.

The right of the Board to impose and/or authorize the imposition of fines shall be in addition to any other rights and remedies available to the Association.

First Violation: A notice of violation citation and/or warning letter will be delivered to the violator or to the apartment of the violator. If the violation is ongoing (e.g. an existing unauthorized modification), a demand for compliance within a reasonable period of time will be made.

Second Violation: If a second violation of the same type of offense occurs within 365 days or if the violation continues after the time period for compliance stated in the first notice has expired, a fine of \$100.00 will be imposed. A second notice of the violation will be delivered to the violator or to the apartment of the violator. If the violation is ongoing, a demand for compliance within a reasonable period of time will be made.

Third violation: If a third violation of the same type of offense occurs within 365 days or if the violation continues after the time period for compliance stated in the second notice has expired, a fine of \$250.00 will be imposed. A third notice of the violation will be delivered to the violator or to the apartment of the violator. If the violation is ongoing, a demand for compliance within a reasonable period of time will be made.

Fourth and subsequent Violations: If a fourth violation of the same type of offense within 365 days or if the violation continues after the time period for compliance stated in the third notice has expired, a fine of \$500.00 will be imposed. A fourth notice of the violation will be delivered to the violator or to the apartment of the violator. If the violation is ongoing, the matter will be referred to the association's attorney for further action, with all costs to do so assessed to the account of the Homeowner.

The following guidelines are established for the enforcement of the fining system:

1. A written notice of the alleged violation(s) shall be provided to any owner or other person against whom such charges are made, and the owner or other person may appeal in writing within fifteen (15) days after receipt of the alleged violation;
2. Notices of violation shall be issued in a timely manner, within ninety (90) days of discovery;
3. If appealed, the Managing Agent will hold in abeyance any fines against the unit owner;

4. The Board shall hear the appeal of the charges and evaluate the evidence of the alleged violation;
5. At such hearing, the owners or other person so charged shall have the right to present oral and written evidence and to confront and cross-examine adverse witnesses;
6. The Board shall deliver to the owner or other person so charged, within fifteen (15) days after the hearing, a written decision which specifies the fines or penalties levied, if any, and the reason therefore.

## **SUPPLEMENT “F” – INSURANCE CLAIMS PROCEDURES**

### **Purpose:**

These Insurance Claims Procedures are provided to clarify operational policies, establish procedures to be taken in the event of property damage at Pensacola Gardens and describe insurance considerations by apartment owners for claim(s).

### **Background:**

The Association contracts for several types of insurance coverage. These insurance companies will pay for “covered” damages and in most cases, a deductible applies.

Of particular importance is the policy used for claim(s) arising from damage to property. Effective this year (2021), the deductible for this policy is **\$25,000 per occurrence** for water damage and \$10,000 for other claims. Contact your Homeowner’s Insurance carrier to make sure your insurance is updated to reflect these new deductible amounts. The Association has experienced increased frequency of water claims. Therefore, in addition to the provisions noted in the House Rules, Supplement “A” – Water Leak Policy, the following procedures must be followed:

### **Water Claims:**

1. If at all possible, stop the cause of the water leak. Shut off the water.
2. Call Resident/Site Manager Edwin Tom at 294-2529 immediately and advise him of the situation. He will check for damage to units below and on the side of your unit and will coordinate repairs between units. If Edwin cannot be reached, call the Hawaiiana Management Emergency number at 593-9100.
3. Call in the plumber to repair the pipe or appliance that leaked. To assist occupants and owners, the Resident/Site Manager has a list of licensed plumbers and contractors, many of whom have previously worked at Pensacola Gardens. These vendors have agreed to provide a report of their actions taken and necessary details to determine the causes of the problem. The Resident/Site Manager can coordinate and make repair recommendations in the best interest of the owners and the Association.
4. Call in the appropriate people to clean up i.e. extractors to dry out carpet, walls, etc. The Resident/Site Manager will help coordinate with other affected units.
5. The Resident/Site Manager reserves the right to inspect damage and repairs in order to protect the Association’s assets.
6. If the leak is originating from your unit, you may be responsible for all damage, repairs and deductible. Call your homeowners insurance carrier and report the claim. Other affected units may wish to call their respective homeowners insurance carrier as well.
7. The Resident/Site Manager will send in an incident report to the Management Executive, and a claim will be filed with the Association’s insurance carrier.



### **Insurance Considerations:**

Because the damage to personal property is **not** covered under the Association insurance, owners should include all personal items under their own personal property insurance policies with appropriate and affordable deductibles.

1. **Water damage claims** – Pensacola Gardens’ insurance policy will usually cover damage to apartments “as originally built” **but does not cover furniture or other personal property.**

If a water damage claims is “not covered” by Pensacola Gardens’ insurance policy, the Association has no responsibility for paying the claim.

2. **Common Elements:** All areas and structures of the building which are not part of a unit are considered “common” and are covered by the Association’s insurance policies. Vertical drainpipes are common elements, which the Association is responsible to repair and maintain. Fixtures that are contained solely within the apartment boundaries and only serve one apartment, including, but not limited to, “feeder” drainpipes (including the connection point forward to the unit), toilets, showers/tubs, kitchen sinks, water supply pipes, hoses, and connections servicing an apartment are not common elements. The owners are responsible for the maintenance, repair, and replacement of these items.
3. Where a damage claim is attributable to the malfunction of personally owned fixtures or appliances, or from abuse or negligence by the resident, the Apartment owner will be responsible for payment of the insurance deductible or actual costs, if less.

### **Fire Claim:**

1. Call 911. Give them specific details especially your unit number.
2. Sound the fire alarm.
3. Close your door and leave the unit – do not lock your door.
4. Instantly report to Resident/Site Manager, Edwin Tom.

### **Liability Claim**

1. If necessary, call 911 to provide medical attention.
2. Report the incident to Resident/Site Manager, Edwin Tom.
3. Get the names and phone numbers of the injured person(s).
4. Get the names and phone numbers of any witnesses.

5. Call your homeowners carrier and report the claim if the injury occurred within your unit.
5. Resident/Site Manager Edwin Tom will send an incident report to the Management Executive and a claim will be filed with the Association's insurance carrier if the incident occurred on any of the common areas.

## SUPPLEMENT “G” – INSURANCE DEDUCTIBLE POLICY

### INSURANCE DEDUCTIBLE POLICY

The Association has insurance contracts with multiple insurance carriers, depending on the type(s) of coverage. The Association’s insurance carriers will pay for “covered” damages (e.g., common elements of the Project), while owners are responsible for their respective unit, including, but not limited to personal property, furnishing, fixtures and appliances within the boundaries of the units.

After an incident has occurred and caused damage, a claim is filed. The Association’s insurance carriers will pay for the repair and/or replacement of “covered” items “as built,” allowing for upgrades to items to comply with current industry standards.

1. In the event a claim is made under the Association’s insurance policy(s) for damage to a unit or the common elements caused solely by a defect in a common element, the Association shall be responsible for paying the deductible amount as a common expense. In the event the value of such a claim is less than the deductible amount, the Association shall be responsible for paying the claim as a common expense.
  - a. *Example: A unit sustains water damage from a burst common element pipe in the walls (prior to the weld).*
  - b. Notwithstanding the above, in the event the Association’s insurance policy(s) does not cover improvements and betterments to the units installed by unit owners, the Association shall not be responsible for paying the deductible amount (or the value of a claim if it is less than the deductible amount) in the event a claim is made for damage to unit improvements and betterments. For purposes of this paragraph, “improvements and betterments” as defined in HRS § 514B-143(b) means “all decorating, fixtures, and furnishings installed or added to and located within the boundaries of the unit, including electrical fixtures, appliances, air conditioning and heating equipment, water heaters, or built-in cabinets installed by unit owners.”
2. In the event a claim is made under the Association’s insurance policy(s) for damage to the owner’s unit, other units, or the common elements, which damage is caused by the unit owner or other occupants or guests of the owner’s unit, or from whose unit the damage or cause of loss originated, said unit owner shall be responsible for paying the deductible amount. In the event the value of such a claim is less than the deductible amount, said unit owner shall be responsible for paying the claim as a personal expense. Alternatively, said unit owner should check his/her individual homeowner’s policy for coverage for the claim, if any.
  - a. Owners must file claims against the Association’s insurance policy through the Association’s Managing Agent, not directly with the Association’s insurance agent. The Managing Agent will not refer a claim to the Association’s insurance agent until the owner provides proof that the claim exceeds the deductible of the Association’s insurance policy, provided that

the Managing Agent may submit the claim to determine if it is a covered cause of loss under the Association's policy.

b. Examples:

*A unit's toilet or shower leaks causing water damage to adjacent units or to the common elements.*

*A unit owner or occupant negligently or deliberately allows the bathtub to overflow causing water damage to adjacent units or to the common elements.*

3. In the event the Board of Directors intends to assess the deductible amount to a unit owner who caused the damage or from whose unit the damage or cause of loss originated (#2 above), written notice shall be given to the unit owner and an opportunity to be heard. Hearings shall usually be held at the next scheduled Board meeting following the written notice.
4. Depending upon the circumstances, the Board reserves the right to require the unit owner(s) of the unit(s) affected to pay the deductible amount. In that event, the notice and hearing requirements set forth in #3 above shall apply.
  - a. Example: *If more than one unit is affected by an insured loss and the cause of the damage cannot be attributed to the Association or any one unit or owner, the Board may decide that the deductible shall be paid by all unit owners who receive payment from the Association's insurer, either pro rata or in proportion to the amount received.*
5. All unit owners are encouraged to review their individual homeowner's insurance policies (HO-6) to ensure that their policies include loss assessment coverage with sufficient limits of coverage to cover the deductible amount.

## **SUPPLEMENT “H” – UNIT OWNER INSURANCE REQUIREMENTS**

### **Unit Owner Insurance Requirements Policy**

1. Unit Owners shall purchase a Homeowners Insurance Policy, commonly referred to as an “HO6 policy,” which provides MINIMUM coverages of \$25,000.00 content, \$25,000.00 dwelling, \$300,000.00 liability, and \$25,000.00 loss assessment. The foregoing are minimum coverages required. It is the unit owners’ responsibility to obtain unit insurance and owners are encouraged to secure whatever coverage that they determine to be appropriate for their individual units.
2. The liability of the unit owner shall include but not be limited to the deductible of the owner whose unit was damaged, the deductible of any Association insurance coverage that may be available for the damage claimed through the Association’s master policy, as well as the decorating, painting, wall and floor coverings, trim, appliances, equipment, and other furnishings.
3. Owners shall submit to Insurance Associates, 800 Bethel Street, Suite 200, Honolulu, Hawaii 96813, a CERTIFICATE OF INSURANCE (not the actual policies) obtained from their insurer as proof of purchase of the required insurance coverage. Owners shall provide a copy of a CERTIFICATE OF INSURANCE with the updated minimum coverage requirements, if not already submitted to Insurance Associates, upon the request of the Board of Directors following the passage of this Amended Resolution. Unit owners shall submit a current CERTIFICATE OF INSURANCE to Insurance Associates annually, on or before the anniversary date of renewal, each year thereafter.
4. If any unit owner fails to provide said CERTIFICATE OF INSURANCE to Insurance Associates as set forth in this Amended Resolution, the Board of Directors shall deem that as an indication of failure to purchase the required insurance, and may, in good faith, purchase the insurance coverage for the unit and charge the reasonable premium cost back to the owner.
5. In no event is the Association or Board of Directors liable to any person either with regard to the failure of a unit owner to purchase insurance, or a decision by the Board of Directors not to purchase the insurance for the owner, or with regard to the timing of its purchase of the insurance or the amounts or types of coverages obtained.
6. It is recommended that owners discuss additional limits as may be prudent to purchase with their insurance agent for personal items and upgrades to their units as these items may not be covered by the minimum HO6 requirements, and are not covered by the Association’s insurance.