

# ***TROPICANA VILLAGE – AIEA PHASE 2 & 3***

## HOUSE RULES

As amended and approved by the  
Board of Directors on January 17, 2024.

Effective Date: January 17, 2024

### GENERAL INFORMATION

Phone Numbers/Website address:

Emergency: Police – Fire – Ambulance: 911

Site Manager: Cellphone: (808)429-0180  
Email: [tropicanavillage.rm@gmail.com](mailto:tropicanavillage.rm@gmail.com)

Trash/Bulk Pick-Up: 768-3200 Option “0”

Website: <https://www.honolulu.gov/opala>

Address:

Tropicana Village 2 & 3  
98-447 Kaonohi Street  
Aiea, HI 96701

Tropicana Village 2 & 3 Website: <https://tropicanavillage2and3.hmcmt.com/>

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# **HOUSE RULES**

## **Introduction**

This booklet presents background information and House Rules that are intended to help preserve and protect the quality of life afforded by Tropicana Village – Aiea, Phase 2 & 3 and to assist in making daily living more enjoyable for all of our residents.

Even though it may appear that there is an abundance of rules, it is imperative that with the large number of people living in this relatively small amount of space, we all must adhere to certain formal House Rules, as well as to other unwritten “good neighbor” rules.

Owners, residents and guests can be of material assistance by their own attitude and voluntary adherence to both the formal House Rules and the “unwritten good neighbor rules”. In all cases, owners will be held accountable for the compliance and adherence to these rules by their renters and guests.

Any suggestions for changes to these rules and regulations may be submitted in writing directly to the Board of Directors or to the Managing Agent for transmission to the Board of Directors.

The Board of Directors

## **Authority for Rules**

Chapter 514B of the Hawaii Revised Statutes, entitled “Condominium Property Act”, is the basic law applicable to our property. Hawaii law requires that ALL residents obey the provision of the Declaration, the By-Laws, the House Rules and other lawful determinations of the Association.

These governing documents may be found and downloaded from the Tropicana Village 2 and 3 website or copies may be obtained from the Managing Agent for a fee.

## **Definitions**

**ASSOCIATION:** The Association of Apartment Owners of Tropicana Village – Aiea, Phase 2 and 3, organized under section HRS 514B or under prior condominium property regimes statutes.

**OWNER:** Any person or entity holding title to one or more units of Tropicana Village – Aiea, Phase 2 & 3 as duly recorded at the Bureau of Conveyances and/or with the Assistant Registrar of the Land Court of the State of Hawaii.

**RESIDENT:** Any person, including an owner, his family members, or tenants (those renting from an owner) whose principal place of residence is Tropicana Village – Aiea, Phase 2 & 3.

**NON-RESIDENT OWNER:** Owners living outside of the complex.

**GUEST:** Any person who is on the premises for a short period of time at the invitation of a resident.

**AGENT:** Any real estate broker, company or individual who is empowered to act on behalf of any individual owner.

**ASSOCIATION OF OWNERS:** All of the owners acting as a group in accordance with the By-Laws and Declaration and subject to the Master Lease.

**BOARD OF DIRECTORS:** A nine (9) member Board of owners, elected by the owners, representing the Association in all matters relating to the operation of the property which, in connection therewith, can from time to time modify or amend these House Rules.

**MANAGING AGENT:** The management firm whose responsibilities and duties are outlined in the By-Laws, Article IV, Section 2.

**SITE MANAGER:** A person authorized to exercise all duties set forth by the Board of Directors and Managing Agent to include full authority to enforce House Rules.

**COMMON ELEMENTS:** All real property leased by the Association for the common use and enjoyment of the owners, including all easements for parking access, utilities, and drainage.

**LIVING UNIT:** That portion of a multi-unit building designed and intended for use and occupancy as a residence by a single family.

**LIMITED COMMON ELEMENT:** Certain parts of the common elements designated for the exclusive use by residents of certain apartments, such as parking stalls, entry areas and patio slabs.

**LANAI:** Refers to the second story railed balcony of living units with garages.

**PATIO:** Refers to the ground level concrete slab located in the rear of living units without garages.

# HOUSE RULES

## I. General

**1.00 Applicability.** These House Rules apply to all owners, residents, and visitors at Tropicana Village – Aiea, Phases 2 & 3. It is the responsibility of each individual apartment owner to ensure that residents and guests comply with the Declaration, the By-Laws, and these House Rules.

**1.01 Owner's Responsibility.** Owners are responsible for informing new or prospective owners and renters regarding these rules. They may discharge this responsibility through their designated agent. All unit owners are, at all times, personally responsible for the conduct of their family, guests, guests of their family, tenants and all occupants.

**1.02 Statement of Receipt of Tenant.** Owners are responsible for obtaining a written statement of receipt of a copy of these House Rules from their tenant. Copies of acceptable forms are available from the Site Manager. Owners may discharge their responsibility through their designated agent.

**1.03 Information on Owner's Agent.** Each owner shall furnish the Site Manager with the name, address, and telephone number of any designated agent and shall keep such information current.

### **1.04 Enforcement.**

1. The Site Manager is authorized to address any violations discovered at any time and to fully enforce these House Rules.
2. The Site Manager, Managing Agent or Board may impose fines in accordance with the attached Schedule of Fines.
3. In cases affecting health, safety, and/or welfare of other tenants, the matter may be referred to an attorney without prior warning(s). An immediate fine may also be imposed for serious violations.
4. All attorney's fees incurred in relation to enforcement of By-Laws and Rules will be charged back to the owner of the apartment where the infraction occurred.
5. Owners are fully responsible for the actions of their tenants and guests.
6. The Board may conduct periodic inspections of the complex for the purpose of enforcing rules at anytime without prior notice.

**1.05 Occupancy.** The apartment shall be used and occupied only as a private residence by the respective owners, tenants, their families and guests and for no other purpose unless written approval has been obtained from the Board of Directors.

**1.06 Insurance.** Nothing shall be allowed, done or stored in any apartment of the Association to cause an increase in the ordinary premium rates or cancellation, or invalidation of any insurance maintained by the Association. There shall be no overloading of floors, walls or roofs with heavy machinery or waterbeds. There shall be no highly flammable items such as **gasoline, kerosene, naphtha**, or other flammables or explosives that are harmful to life, limb or property, stored inside apartments or garages.

**1.07 Disturbances, Nuisance, Noxious or Offensive Activity.** No noxious, offensive, or disturbing activity shall be carried on (including loud noises), in or around the common elements or limited common elements of Tropicana Village 2 & 3, nor shall anything be done therein which may be or become an unreasonable nuisance to any other unit owner or resident. The Board of Directors will have the right to determine if any such noise, odor or activity constitutes a disturbance or nuisance.

**Note:** Smoking is prohibited on all the common elements of Tropicana Village 2 & 3, including the recreation center and the parking areas. In addition, drifting second-hand tobacco smoke from the apartments and limited common elements is considered to be a health hazard and is considered to be serious enough to be included within this statement as a nuisance violation. Smoking is prohibited in entries or on patios/lanais at Tropicana Village 2 & 3 if the smoke enters other apartments or the common areas.

As used herein “smoking” means inhaling or exhaling the fumes of tobacco or any other plant material or burning or carrying any lighted smoking equipment for tobacco or any other plant material, including but not limited to cigarettes, cigars, and pipes of any type. The terms “smoking” and “smoking equipment” shall be construed in their broadest and most liberal sense in order to achieve the intended purpose of protecting owners, guest, visitors and employees from unwanted exposure to fumes from tobacco or any other plant material.

Without limiting the generality of the foregoing provisions, all occupants shall avoid making loud noises or disturbances and using musical instruments, radios, televisions and amplifiers in such a manner as to disturb others.

Additionally, noise disturbances and/or noxious emissions from large power equipment or vehicles is not permitted at any time without prior permission from the Board of Directors. The hours between 10:00 p.m. and 8:00 a.m. are to be considered the evening hours of quiet. All disturbances of any kind are strictly prohibited during the evening quiet hours.

It is the responsibility of each resident to not disturb the quiet enjoyment of other residents by the actions you take on your property.

**1.08 Fireworks.** FIREWORKS ARE STRICTLY PROHIBITED on the property, including the utility easement (grass areas along the sidewalk) at all times. Violators are subject to immediate fines and eviction if they are tenants.

**1.09 Lanais and Patios.** Lanai refers to the second story railed balcony of living units with garages. Patio refers to the ground level concrete slab located in the rear of living units without garages. The following are specific rules that pertain to their use:

1. Clothes Drying: Rugs or other objects shall not be hung from windows, lanais, railings, fences, bushes or trees. Clothes may be dried on patios and lanais; however, clothes must be taken down when dry and may not be left hanging for an extended period of time beyond that which is required for drying. Clotheslines must be taken down or retracted when not in use.
2. Potted Plants: Potted plants may be kept on lanais or patios, as long as watering and fertilizing does not damage the lanai or patio. Water trays must be placed under all plants located on lanais. Homeowners will be responsible for any water damage repairs.

3. Roll-up or hanging blinds/shades: May be installed on a lanai or patio without Board approval, but must be specifically designed for outdoor use on a lanai or patio, maintained in good condition at all times, and of a color as to not detract from the good appearance of the complex. The Site Manager has complete authority to request that any blinds/shades be removed or repaired immediately.

**1.10 Outdoor Cooking: Barbecuing/Grilling.** All outdoor cooking is subject to regulation by the Manager and the Board of Directors. All outdoor cooking shall be conducted in a safe manner and not offensive to any neighbor. This regulation is in compliance with the requirements of the Association's commercial insurance policy and the State of Hawaii fire code and the City and County Fire Code. Open fires can be hazardous to our buildings and this regulation will be strictly enforced.

1. Lanai Area: Cooking, grilling or storage of grills (of any type) on Lanais (balcony) is **strictly prohibited** and will not be allowed at any time.
2. Patio Area: The grill should be placed well away from the apartment (minimum 10 ft.), out from under any cover or overhang and never leave hot coals unattended. Barbecue grills may be temporary placed on the lawn area, adjacent to the patio, but must be removed and stored appropriately after use.
3. Garage Area: This area will only be allowed for apartments with garages. Apartments without garages are not allowed to grill on any limited common element parking areas. During use, the grill should be placed well away from the apartment garage (minimum 10 ft.), out from under the lanai and with open air access for smoke. After use, the grill must be stored appropriately. If any grilling becomes offensive to any neighbor, it must be ended immediately.

## **II. Common Elements**

**2.00 No Storage of Items in Common and Limited Common Areas.** Nothing shall be placed, stored or maintained on walkways, grounds, parking spaces or other common elements which would obstruct transit through any common element. Lawn and/or patio furniture used commonly on patios and lanais may be used on common elements but must be removed from any common elements immediately following use. All storage cabinets must be placed on patios and not on the limited common grass areas surrounding the patio or the unit.

**2.01 Additions and Modifications (Including Signs, Posters, or Handbills).** No apartment owner or occupant shall erect or place any building or structure, including but not limited to fences, walls, lean-tos, doghouses, or gardens of any kind, nor make any additions or alterations to any common elements of the Association without written approval from the Board of Directors. Personal water hoses may be used by the residents but must be neatly rolled up and stowed appropriately when not in use. Automatic shut-off spray nozzles are mandatory for all hoses.

**2.02 Alterations (Temporary or Permanent).** No alterations (temporary or permanent), installations or changes (including painting) shall be made to the exterior surfaces or areas of the building unless submitted in writing to and approved by the Board. This includes, but is not

limited to, electrical wiring, water pipes, any type of machinery, any type of exterior door, any type of air conditioning unit, awnings, shades, landscaping, signs and building/unit numbers of any sort. All costs and expenses for continued maintenance for Board approved alterations/installations will be at the owner's expense. The mandatory standards set forth by the Board regarding more common alterations are as follows:

1. Screen Doors: Screen doors may only be installed after a written request has been submitted to the Site Manager and forwarded to the Board for review and installation approval. The color of the screen door must be same color as the doorframe or dark in color and the design must not detract from the appearance and décor of the building. The door must be maintained in good condition by the owner or subject to repair/removal as directed by the Site Manager or Board.
2. Signs, Apartment and Building Numbers: These items must be posted in a manner as to be seen but so as not to detract from the appearance and décor of the building. A complete guidance of all signs, apartment and building numbers is written on page 13, paragraph 2.11.
3. Garage Doors: Garage doors must be retractable into the ceiling of the garage, and the color must be the same as the building. Any style submitted will be reviewed by the Board but it is highly recommended that the owner stay with the styles that have already been approved and installed so as not to detract from the appearance and décor of the complex. Approval may also have to be obtained from our contracted termite treatment company to protect our warranties. It is the owner's responsibility to obtain prior Board approval, along with any necessary building permits, and to provide a copy of such permits to the Board for inclusion in the unit's files.  

**Note:** If the apartment is leasehold property, the land owner (most likely Bishop Estate, for Tropicana Village 2 & 3), may require that the Trustees of the Bishop Estate also grant approval for any alterations or improvements.
4. Patio and/or Lanai Covers: Overhead covers are limited to not more than 5 ft 6 inches in width and of a length no longer than the unit. Covers are to be constructed of aluminum and of a style approved by the Board of Directors. A color photograph of a pre-approved design is on file and can be obtained from the Managing Agent. The cover color shall match the main color of the building and must be securely attached to the building. Roll-up/hanging patio or lanai shades are to be of a design and color as to not detract from the appearance of the complex and must be maintained in good condition at all times.
5. Gutters: Gutters may be installed on a single unit. Each unit will have a downspout that reaches the grounds for discharge of water. Material must be plastic, fiberglass or aluminum. A cement splash plate must be installed at the downspout. All gutters and spouts must be painted the color of the surface to which they are attached. Owner must obtain approval from the Board of Directors before starting installation. All costs for installation and continued maintenance must be assumed by the owner.

6. Air Conditioners: Residents may install air conditioners (window or split-ducting units) at their sole expense, provided that the owner submit (in writing to the Board of Directors) a request for installation accompanied by plans/drawings or photographs of the system to be installed and a written statement affirming that the owner will ensure that the unit is properly maintained, does not become a distraction to the appearance of the property and does not become a noise problem to other residents. The installed unit must comply with the “Air Conditioner Installation Guidelines and Regulations” as approved and adopted by the Board of Directors.
  
7. Solar Water Heating Systems: Individual owners may install solar water heaters on the project at their sole expense, providing the following conditions are met:
  - (A) Owner must submit (in writing) a request for installation accompanied by plans/drawings or photographs of the system to be installed and a waiver indemnifying the Association of any and all responsibilities for same. Waiver may be obtained from the Managing Agent.
  - (B) A building permit must be secured by the owner or contractor and submitted to the Board prior to installation.
  - (C) Owner shall engage a duly licensed contractor to install the device.
  - (D) Solar units installed on flat roofs must not protrude more than 36” above the roof.
  - (E) Exposed piping must be painted to match or blend with the surrounding surface.
  - (F) There must be no reflective glare as to cause a nuisance at any time.
  - (G) The frames supporting roof collectors must be mounted parallel to the roof slope secured to the roof rafters. I) Single Panel Installation: Each panel will not exceed three feet in width and eight feet in length. II) Two Panel Installations: Each solar panel will not exceed three feet in width by six feet in length. No panel will exceed six inches in height. The water heater may be installed in the location of the existing water heater or outside the back of the owner’s unit. If installed outside, the water heater must be in a permanent enclosure, adjacent to the rear building wall, and painted to match or blend with the building. All outside piping will be installed securely to the wall and painted to match the color of the outside walls. Water heaters will not be located in the attic or in any place other than the two locations identified above.
  - (H) If compliance with the requirements of subsections (D), (E), (F), and (G) above, will: (1) render the owner’s solar energy device more than twenty-five per cent less efficient; or (2) increase the cost of installing the device by more than fifteen per cent, the apartment owner may ask the Board for an exemption from those requirements. That exemption may include the right to install the solar energy device or part thereof: (1) in a different location; or (2) at a different angle/elevation. In making the request,

however, the apartment owner shall have the burden of proving that compliance with any of the requirements of subsections (D) through (G) will either render the solar energy device more than twenty-five per cent less efficient or increase the cost of installing the device by more than fifteen per cent. Note that an owner will not be permitted to install a solar energy device on the roof above any other owner's apartment or limited common elements.

- (I) Within fourteen days of approval of the solar device by the Association, the Owner shall provide a certificate of insurance naming the Association as an additional insured on the homeowner's insurance policy.

8. Solar Energy Devices on the Common Elements and Limited Common Elements. When the solar energy device is placed on a common element or limited common element:

- (A) The owner will acknowledge, in writing that they and each successive owner of the townhouse unit on which the device is placed shall be responsible for any costs for damages to the device, the common elements, limited common elements, and any adjacent units, arising or resulting from the installation, maintenance, repair, removal, or replacement of the device. The repair, maintenance, removal, and replacement responsibilities shall be assumed by each successive owner until the solar energy device has been removed from the common elements or limited common elements. The owner and each successive owner shall at all times have and maintain a policy of insurance covering the obligations of the owner under this paragraph and shall name the private entity as an additional insured under said policy; and (continued on paragraph (B))
- (B) If a material or labor roof warranty exists at the time a solar energy device is installed on a roof that is a common element or limited common element, the homeowner shall obtain confirmation in writing from the company that issued the warranty that the installation of the solar energy device will not void the roof warranty. The homeowner shall provide the private entity with a copy of the confirmation.
- (C) The owner and any successive owner of the townhouse unit on which the device is placed shall be responsible for removing the solar energy device if reasonably necessary or convenient for the repair, maintenance, or replacement of the common elements or limited common elements.

**Note:** For the purposes of this section:

"Solar energy device" means any identifiable facility, equipment, apparatus, or the like, including a photovoltaic cell application, that is applicable to a single-family residential dwelling or townhouse and makes use of solar energy for heating, cooling, or reducing the use of other types of energy dependent upon fossil fuel for generation; provided that "solar energy device" shall not include skylights or windows.

9. EV (Electric Vehicle) Charging Stations: Residents may install EV charging stations at their sole expense, provided that the owner submits (in writing to the Board of Directors) a request for installation accompanied by plans/drawings or photographs of the system to be installed. The installed charging station must comply with the Tropicana Village Aiea, Phase 2 & 3, Electrical Vehicle Charging Station Policy as approved and adopted by the Board of Directors.

### **2.03 Maintenance and Repair of Owner Installed Systems.**

1. Any apartment owner who installs or causes to be installed a solar energy device or split-ducting air conditioning system shall be responsible for the cost of any repairs to the common elements which may result from said installation and shall be responsible for maintenance and repair of the interior of the apartment which may result from said installation. In the event the solar water heater or air conditioner is removed, the owner removing the unit shall be responsible, at his/her sole cost, to restore the common elements to their original condition.
2. If the installed solar unit or air conditioning system gets into a state of disrepair, the Association and/or the holder of the Master Lease shall have the right to have the unit removed or to repair it at the cost of the apartment owner.
3. Roof Replacement – Any costs of repair or replacement of the roofs arising or resulting from the installation, maintenance, repair, removal, or replacement of a solar energy device installed by an apartment owner shall be solely that of the apartment owner. In addition, the owner of an apartment on which a solar energy device is installed shall be responsible for removing the solar energy device at the owner's expense if reasonably necessary for the repair, maintenance, or replacement of the roofs.
4. All costs for installation and maintenance for any approved alteration, addition or modification, will be assumed by the apartment owner.
5. All approved exterior additions (i.e., garage doors and solar systems) must be always maintained in good order and condition by the apartment owner so as not to detract from the building and community appearance.
6. If thirty days after proper notification from the Board, an apartment owner does not maintain the addition, alteration or modification as per Board approval, the Board of Directors will contract to have the addition, alteration or modification removed or repaired at the apartment owner's expense.

**2.04 Decorate or Landscape.** Except as provided in Section 1.09, item 2, regarding potted plants, no apartment owner or occupant shall decorate or landscape any part of the common elements in any way or remove or damage any of the approved and accepted landscaping without prior written approval from the Board. Any landscaping or decorations approved by the Board and installed by an owner shall be maintained by the owner, at the owner's expense. All landscaping (including that planted by owners on common elements) may, at any time, be altered and/or removed at the discretion of the Board.

**2.05 Maintenance Workers.** No owner or occupant shall interfere in any way with the duties of the maintenance workers. Any suggestions, complaints, offers of assistance by owners, or requests for assistance to/from the maintenance workers, shall first be referred to the Site Manager. Maintenance workers may only be supervised by the Board, Managing Agent or Site Manager.

**2.06 Safety.** For the safety of all residents and their guests, residents are highly encouraged to report the loss or discharging of fire extinguishers and the malfunction of security lights located in the common areas to the Site Manager.

**2.07 Water Use.** All owners and occupants are requested to conserve and not to waste one of our most precious and **EXPENSIVE** resources. When washing a vehicle, the hose should be equipped with an automatic shut-off (“dead-man”) nozzle. If not, the hose must be turned off after wetting down the vehicle for washing and after rinsing. Your association dues pay for water usage, so please help conserve it.

**2.08 Play/Behavior.** Owners and tenants are legally responsible at all times for the conduct of their family members and guests. They are also responsible should a family member or guest be injured while playing in the common area. Use of the Association’s playground is highly encouraged; adults shall supervise younger family members and guests for their safety.

1. Because of the danger of collisions between riders and pedestrians on the sidewalks and riders and motor vehicles on the internal streets of the project, bicycles, tricycles, scooters, skateboards, roller skates and roller blades are not allowed on the common elements, including the roadways and the parking areas. If any type of damage is caused to any common element by a family member or a guest, the resident responsible for the family member or guest will be held liable for repair of the damage.
2. Loitering on the playground or common elements by any person who is not a guest by invitation of a resident, is prohibited and private property laws will be strictly enforced.

**2.09 Playground Area.** The playground area is for the exclusive use of the residents and their guests. Neither the Board of Directors, the Managing Agent, nor the Site Manager will be responsible for injuries or damages sustained by users of the playground. Residents are responsible for the safety and conduct of their family members and guests and are expected to use reasonable and prudent judgment in determining whether their family and guests may safely use the playground area without supervision.

1. For safety and health reasons, no animals of any kind are allowed on the playground area, with the exception of guide dogs, signal dogs, or other animals upon which handicapped occupants depend for assistance.
2. No glass containers or alcoholic beverages are permitted in the playground area at any time.

3. Skateboards, bicycles, roller skates, and all other such activities, which may cause damage to the playground or playground equipment, are strictly prohibited.
4. Residents and guests are fully responsible for the actions of their younger family members and guests, on or off the playground.
5. Hours for use of the playground area are 8:00 a.m. to sundown daily. Any use of the playground area after sundown without prior approval from the Site Manager is strictly prohibited.

**2.10 Soliciting.** No soliciting of goods or services by any occupant, guest or outside solicitor is permitted at any time unless prior written approval has been obtained from the Board.

**2.11 Signs, Apartment and Building Numbers.**

1. “For Sale”, “For Rent”, or “Garage Sale” signs may be posted during sale or rental periods only. Only one sign is permitted per apartment and must be placed as close to the building as practical. One “Open House” sign may be temporarily posted during showing and must be removed promptly after each showing or at the end of each day. “Neighborhood Watch” signs, which are no larger than 8 inches by 8 inches, are encouraged and may be posted for an indefinite period of time without prior approval.
2. Apartment numbers no larger than 5 inches high by 3 inches in width may be installed on front doors without prior approval.
3. Building numbers will be furnished and installed by the management to ensure a safe and uniform appearance.

**2.12 Refuse and Trash.** No refuse, garbage or trash of any kind shall be thrown, placed, or kept in any common element other than those areas presently designated for such purposes and only during the designated times for trash pick-up, as noted in paragraph 2.13. Garbage and trash must be stored in appropriate refuse containers in garages, under stairwells or on lanais until the scheduled pick-up times. Residents will refrain from placing any refuse in the storm drains located on Kaonohi Street adjacent to Tropicana Village. This may contribute to a flooding incident during rains and cause damage to our property. Please remember that it is unlawful to dump or pour any type of hazardous material into a storm drain. Contaminants from soil, sidewalks, streets, and parking lots that find their way into a storm drain will contaminate our ocean.

**2.13 Trash Collection.** All household trash is presently collected on Tuesday and Friday mornings by our maintenance workers, placed curbside on Kaonohi Street, and picked up by the City and County. **FOR SAFETY AND HEALTH REASONS, PLEASE BAG ALL TRASH AND DO NOT PUT REFUSE/TRASH OUT ANY EARLIER THAN MONDAY OR THURSDAY EVENING!**

The **Bulk Item** pick-up by the City and County is done on the 4<sup>th</sup> Monday of the month and is subject to change by the C&C. All items are to be placed at the designated pick-up location

(next to the Bus Stop) on Kaonohi Street, no earlier than the day prior. Monthly bulk item pickup is conducted over a 3-4 day period.

**DO NOT PLACE BULK ITEMS IN THE WEEKLY TRASH  
PICK-UP FOR OUR COMPLEX!**

City and County Ordinances require condominium Associations to be responsible for any bulky items left on the street or sidewalks in front of the project earlier than the evening before the scheduled bulk item pickup. If the Association does not remove the bulky items, they will be subject to substantial fines. For this reason, any resident leaving bulky trash outside when no collection is scheduled, will be subject to an immediate large fine.

### **III. PETS**

**3.00 Household Pets.** Each apartment is allowed household pets. No livestock, poultry, rabbits or other animals shall be allowed or kept in any part of the project, common or private. Household pets shall not be kept, bred or used therein for any commercial purpose. Household pets will not be allowed on any common elements except in transit when carried or on a leash. Any pet causing a nuisance or unreasonable disturbance to any occupant of the project shall be permanently removed from the property immediately upon notice given by the Board of Directors or Managing Agent. Feeding of feral cats or birds on the complex grounds is a health risk and is prohibited at all times. Federal, State of Hawaii and City/County of Honolulu pet/animal laws will be strictly enforced within our complex.

**3.01 Pet Waste.** Solid waste of pets must be disposed of in accordance with the Revised Ordinances of Honolulu, Section 29-4.4(a)(9). Any person violating any of the provisions of the article shall be subject to citation and penalties enforced by the City and County of Honolulu. Violators will also be subject to fines/and or cleaning charges of the common elements as directed by the Site Manager, Managing Agent or Board of Directors.

**3.02 Pet Solid Waste Disposal.** All pet owners shall be responsible for the immediate clean up after their pets, wrapping and disposing of litter in their own receptacles. Residents shall not sweep or wash pet litter from a private area into the common areas.

**3.03 Damages from Pets.** The Board has the right to levy special assessments for damage done to common areas by pets. Financial and all other responsibility for any personal injury or personal property damage caused by a pet to any owner, occupant, guest, employee of the Association or to any member of the public shall be that of the pet owner.

### **IV. Parking & Motor Vehicles**

**4.00 Guest Parking.** Guest parking is not provided within the complex. Excess parking for guests may be accommodated on Kaonohi Street. Double-parking behind resident parking stalls is not authorized unless prior permission is obtained from the Site Manager to do so and only for special circumstances. Parking along any “no parking” zone painted on the curbs is strictly prohibited. These parking regulations are to assist in ensuring that an unobstructed access is maintained for emergency response vehicles, as well as the unhindered use of parking areas by other residents. Vehicles in violation will be subject to citation and/or towing in accordance with City and County of Honolulu ordinances and Hawaii revised statutes.

**4.01 License and Speed.** All vehicles and drivers operating on the complex must be licensed as required by law. All vehicles must observe a maximum speed of 10 MPH within the complex.

**4.02 Grass Areas.** To assist in preventing damage to the common grass areas and to help ensure the safety of residents that may be walking on the grounds, motorized vehicles or bicycles may not be ridden or parked on the grass areas. Residents are responsible for keeping tricycles, bicycles, toys, etc. from the grass areas as well as other common areas (see Rule 2.08 above).

**4.03 Garage and Parking Stalls.** Garage areas and parking stalls shall be maintained so that they always have a neat and clean appearance. Residents are responsible for any grease build-up, oil, gas or foreign substance in their respective parking stall. These must be cleaned up as soon as possible. If no remedial action is taken five working days after proper notification to the resident from the Site Manager that any substance is unsightly or damaging to the parking stall pavement, the Manager will have the parking stall cleaned and a cleaning charge will be levied against the apartment owner.

**4.04 Garages.** Parking of vehicle in front of apartment garage doors is permitted with the following provisions. Any vehicle parked outside of the garage and in front of a unit may be parked either perpendicular or parallel to the building but must be parked in such a manner as to help ensure a safe environment and a non-restricted access for other residents and emergency response vehicles. Pertaining to Phase 2, the Honolulu Fire Department requires an unobstructed width of not less than 20 feet for the common roadway with an entrance from and exit to Kaonohi St. Therefore, all parked vehicle(s) along this common roadway must be parked in such a manner as to meet the HFD requirement. If any vehicle parked within any part of the complex (Phase 2 or 3) should create a hazard, inconvenience to traffic or to another resident, or prevent the common driveway from meeting the HFD requirements, those vehicle(s) will not be allowed to park in that manner. Parking violators will be immediately issued a written citation and if this issue is not resolved promptly, the vehicle will be subject to towing at owner's expense.

Garages that do not have garage doors installed and are visible to other tenants and guests shall be maintained in a neat and orderly fashion so as not to detract from the good appearance of the complex. Violators will be given written notification from the Managing Agent to resolve this matter within ten working days. If required, further action will be forwarded to the attorney for legal resolution.

**4.05 Towing.** Parking stalls are assigned to owners and tenants for their personal use only. Unauthorized vehicles parked in stalls or in designated "No Parking" zones along the complex driveways will be towed at the vehicle owner's sole risk and expense. Any resident having more vehicles than their assigned number of parking stalls, or those with garages that cannot park their vehicles in front of their garage in accordance with these House Rules, must park all excess vehicles outside of the complex on Kaonohi Street. Special permission on a temporary basis may be obtained from the Site Manager for contractors/vendors requiring close proximity parking to a unit.

**4.06 Inoperable, Unlicensed and Abandoned Vehicles.** Inoperable, unlicensed, abandoned vehicles and those with expired registration stickers (cars, motorcycles, boats, trailers, etc.) are not allowed in the complex and will be immediately subject to towing at the expense of the vehicle owner in accordance with the City and County of Honolulu ordinances and Hawaii revised statutes.

**4.07 Vehicle Repair.** Major repairs in parking stalls, in garages at garage entrances or anywhere on the Tropicana Village 2 & 3 grounds are strictly prohibited. Minor repairs/maintenance procedures are allowed which do not create a nuisance, infringe upon the rights of other tenants, or cause damage to common elements. Vehicles that are raised on any type of stands (off the ground) are a safety hazard and are not allowed to remain raised unless the owners are present and working on the vehicle during that time. All removed parts, oily rags and used materials must be properly and safely disposed of immediately thereafter.

**NOTE: The operation of a parked motor vehicle (running of the engine) for long periods of time, generates an exhaust consisting of carbon monoxide that can be hazardous to any person living in the general area of this operation. All vehicles that are to be run/tested must be removed from the premises to an open area away from all buildings, so as not to create a health hazard to our residents.**

## **V. Rental Units**

**5.00 Owner Responsibility.** The owner shall assume all responsibility for the actions or omissions of his agent or the resident of his apartment.

**5.01 Notification to Site Manager.** Owners or agents must notify the Site Manager within five (5) working days after occupancy by a tenant and supply any information the Site Manager might need. At that time, arrangements for House Rules distribution will be made.

**5.02 Vacant Apartment.** The Board requires that owners or their agents notify the Site Manager when their unit is unoccupied or vacant and give the Site Manager a point of contact information, to be used in the event of an emergency.

**5.03 Use of Apartment as Residence.** The apartment shall be occupied and used only as private dwellings by the respective owners thereof, their tenants, families, domestic servants, and social guests.

**5.04 Use of Apartment as Business.** With the exception of a “home office”, conducting a business from an apartment is strictly prohibited. The “home office” must be within an apartment that is used primarily as a residence. The “home office” must also not cause employees or visitors to come to the project and shall not create a nuisance for other residents (such as noise or odors, nor create additional burdens for the project (such as a significant increase in utility consumption).

**5.05 Rental or Lease Restrictions.** An apartment owner shall have the right to lease or rent his or her apartment for periods **NOT LESS THAN THIRTY (30) DAYS** and apartments shall not be rented for transient or hotel purposes which are defined as any period less than 30 days or any rental in which the occupants of the apartments are provided customary hotel services such as room service for food and beverage, maid service, laundry and linen or bellboy service.

## **VI. Amendment**

**6.0 Amendment.** These Rules and Regulations may be amended by the Board of Directors as provided in the By-Laws of the Association of Apartment Owners of Tropicana Village Aiea, Phase 2 & 3.

## **VII. Restrictions on Antenna, Satellite Dish and Similar Structures**

**7.01. Introduction.** This Section is adopted by the Board of Directors pursuant to Hawaii Revised Statutes Section 514B-140 and Article V, Sections 3(f), 3(m), 3(n), and 4 of the Restated By-Laws. The Board of Directors recognizes that the Federal Communications Commission has adopted Regulations that purport to preempt part of Article V, Sections 3(f), 3(m), and 3(n) of the Restated By-Laws. It is intended that these rules comply with all lawful provisions of the Federal Communications Commission regulations.

### **7.02. Definitions.**

a) “Reception Antenna” means an antenna, satellite dish, or other structure used to receive video programming services intended for reception in the viewing area and/or designed to receive or transmit fixed wireless signals. Examples of video programming services include direct broadcast satellite services, multipoint distribution services, and television broadcast signals. Fixed wireless signals means any commercial non-broadcast communications signals transmitted via wireless technology to and/or from a fixed customer location. Examples include wireless signals used to provide telephone service or high-speed internet access to a fixed location. “Reception Antenna” does NOT include, among other things, Amateur (“HAM”) radios, Citizens Band (“CB”) radios and Digital Audio Radio Services (“DARS”), AM/FM radio signals. The mast supporting the Reception Antenna, cabling, supports, guy wires, conduits, wiring, fasteners, bolts or other accessories for the Reception Antenna is part of the Reception Antenna. A Reception Antenna that has limited transmission capability designed for the viewer to select or use video programming is a Reception Antenna provided it meets Federal Communications Commission standards for radio frequency radiation.

b) “Similar Structures” are any structure, item, device, or equipment that is comparable in size and weight to a Reception Antenna and pose a similar or greater safety risk to a Reception Antenna.

c) “Transmission Antenna” means any antenna, dish, or structure used to transmit radio, television, cellular, or other signals other than a Reception Antenna. An antenna that is used in conjunction with a Reception Antenna is not a Transmission Antenna if it:

- 1) Meets all requirements for Reception Antennas and Similar Structures.
- 2) Is necessary to enable the viewer to select the video programming the viewer will receive on the Reception Antenna.
- 3) Transmits no signals other than those necessary to allow the viewer to select the video programming the viewer will receive on the Reception Antenna; and
- 4) Is no larger than necessary to transmit the video programming selections of the viewer.

d) "Exclusive Use Area" means any portion of the Resident's apartment, or any portion of the limited common element as defined in the Declaration which is appurtenant solely to the Resident's apartment.

e) "General Common Element" means any common element not a limited common element appurtenant solely to the Resident's apartment. Residents do not have the exclusive use or control of any of the general common elements.

- b) No Resident shall install or maintain Reception Antennas or Similar Structures on the Project except for Reception Antennas located on the Resident's Exclusive Use Areas.

### **7.03. Location, Size and Number Restrictions.**

a) Transmission Antennas are prohibited unless approved in writing by the Board of Directors prior to installation. The Board has sole discretion in granting or denying the installation of a Transmission Antenna. If a Transmission Antenna is permitted by the Board, it shall, at a minimum, comply with the requirements for Similar Structures. The Board may place additional conditions and requirements on the installation of Transmission Antennas.

b) No Resident shall install or maintain Reception Antennas or Similar Structures on the Project except for Reception Antennas located on the Resident's Exclusive Use Areas.

c) A Reception Antenna or Similar Structure which Encroaches on the air space of another Owner's apartment or limited common element or onto the General Common Elements does not comply with this rule.

d) Reception Antennas or Similar Structures must be placed in areas that are shielded from view from outside the Project from other Units to the extent possible and consistent with their purposes; provided that nothing in this rule shall require a Reception Antenna to be shielded from view: (1) if it precludes reception of an acceptable quality signal unless no acceptable reception is available in any Exclusive Use Area; (2) if it would unreasonably increase the cost of installation; or (3) if it would unreasonably delay installation, provided further that screening may be required by the Board after the installation if it would not unreasonably impair the installation, maintenance or use of the antenna or similar structure. Reception Antennas shall be placed in the first of the following locations which allows reception of a signal of acceptable quality without unreasonably increasing the cost of the installation or unreasonably delaying the installation:

- 1) Within the apartment;
- 2) Within an Exclusive Use Area inside the structure, if any;
- 3) Within the patio below the perimeter patio walls;
- 4) Within the vertical boundaries of the patio above the perimeter patio walls but away from the patio walls;

- 5) Within the vertical boundaries of the patio above the perimeter patio walls;
- 6) Within the vertical boundaries of the lanai below the top of the railings/walls of the lanai; or
- 7) Within the vertical boundaries of the lanai above the top of the railings/walls of the lanai.

e) Reception Antennas and Similar Structures shall not be placed in areas where they block fire exits, walkways, ingress or egress from an area, fire lanes, fire hoses, fire extinguishers, safety equipment, electrical panels, water shut-off valves or other areas necessary for the safe operation of the Project. The purpose of this rule is to permit evacuation of the Units and Project and to provide clear access for emergency personnel.

f) Reception Antennas and Similar Structures shall not be placed within two feet of electric power lines and in no event shall they be placed within an area where it can be reached by the play in the electric power lines. The purpose of this rule is to prevent injury or damage resulting from contact with the power lines.

g) Reception Antennas shall be no larger than necessary for reception of an acceptable quality signal; provided that under no circumstances shall Reception Antennas for direct broadcast satellite services or multipoint distribution services be larger than one meter in diameter or diagonal measurement.

h) Masts shall be no taller than necessary for reception of an acceptable quality signal; provided all masts taller than 12 feet if mounted above the floor of the building shall require the prior written approval of the Board. Prior written approval of the Board must be obtained for masts, supports and other structures more than 12 feet tall. The owner shall provide detailed plans and specifications for the installation, including detailed drawings of the structure and methods of anchorage. The purpose of this rule is to address safety concerns relating to wind loads and the risk of falling structures. These safety concerns are heightened whenever structures are installed on a tall mast substantially above ground level.

i) No resident may install more than one (1) television antenna or more than one (1) antenna from video programming service provider.

#### **7.04. Installation.**

a) Installation of Reception Antennas and Similar Structures shall be by a qualified person knowledgeable about the proper installation of Reception Antennas and Similar Structures. The purpose of this rule is to promote the proper and safe installation of Reception Antennas and Similar Structures.

b) If installed by a contractor, the contractor shall be licensed and have insurance with the following minimum limits:

- 1) Commercial General Liability (including Completed Operations): \$1,000,000.00
- 2) Workers' Compensation: Statutory Limits.

c) Installation of a Reception Antenna or Similar Structure shall be in accordance with all applicable building, fire, electrical and related codes and a building permit shall be obtained if required by law.

d) Unless contrary to law or these rules, installation of Reception Antennas or Similar Structures shall be in accordance with the manufacturer's installation specifications. The installer shall have a copy of such specifications on site at all times during the installation. A copy of the specifications shall be provided to the Association within 72 hours of the installation.

e) Wiring from the Reception Antenna to the television set(s) shall be installed so as to be minimally visible and blend into the material to which it is attached.

f) There shall be no penetrations of the walls, floors or ceilings of the building unless they are part of the Exclusive Use Area without the authorization of the Board of Directors, or the Resident complies with the other provisions of these rules. Otherwise, the following devices may be used for transmission through the General Common Element walls, floors, or ceilings:

- 1) Devices which permit the transmission of signals from one face of a glass pane to the other without cutting or drilling a hole through the glass pane;
- 2) Devices which permit the transmission of signals from one face of a wall to the other face without cutting or drilling a hole through the wall;
- 3) Devices which permit the transmission of signals from the Covered Antenna to the television set through or over the air signals; and
- 4) Existing wiring for transmission of video programming signals.

g) If penetrations of the General Common Element walls, floors or ceilings of the buildings are made, the penetrations shall be properly waterproofed or sealed in accordance with acceptable industry standards and applicable codes. The purpose of this rule is to prevent structural damage to the buildings.

h) If Reception Antennas or Similar Structures are visible from outside the apartment, they must be painted to match the color of the building to the extent that the painting will not impermissibly impair the viewer's ability to install, maintain or use the Reception Antenna or Similar Structures. In addition, the Board may require a Resident to install inexpensive screens or plants to shield the Reception Antenna from view. Such a requirement may be imposed by the Board at any time.

i) In the event the addition of any screening or painting would unreasonably increase the cost of installation, the Association, at its option, may pay for a portion of the cost of the screening and the Owner shall permit the screening to be installed or the painting to occur.

j) Any Resident installing, maintaining, or using a Reception Antenna shall do so in such a way that it does not damage the General Common Elements or the Units, void any warranties of the Association or other Owners, or impair the watertight integrity of the buildings. The purpose of this provision is to prevent structural damage to the common elements.

k) Reception Antennas and Similar Structures shall be securely installed, and masts shall be constructed of corrosive-resistant noncombustible materials. If necessary for a secure installation, the Reception Antenna and Similar Structure shall be secured to the Exclusive Use Area and have guy wires securing the device to the Exclusive Use Area. Guy wires, bolts, and

similar items may not be attached to the General Common Elements or other apartments. The purpose of this Rule is to prevent the falling or other movement of structures. For purposes of these Rules, a relatively small structure, item, device or equipment that is only temporarily on the premises (i.e. a for sale sign placed on the property) for a short period of time shall not be required to comply with the requirements that they be permanently secured.

l) For safety concerns relating to electricity and lightning, all Reception Antennas and Similar Structures shall be permanently and effectively grounded.

m) The Association, in the sole discretion of the Board, may provide video programming signals to the Residents. A Reception Antenna shall not be installed to receive a video programming signal that is provided by the Association. In the event that the Association provides video programming signals to the Residents, those Reception Antennas previously installed may be removed by the Association at its expense.

#### **7.05. Maintenance and Repair.**

a) The Owner shall be responsible for the maintenance of any Reception Antenna or Similar Structure installed by the Owner or one of the Owner's Residents. Maintenance and repair shall include, but not be limited to:

- 1) Reattachment or removal within 72 hours of dislodgement from its original point of installation.
- 2) Repainting or replacement, if for any reason the exterior surface of the Reception Antenna or Similar Structure becomes worn, disfigured, or deteriorated.
- 3) Repair or replacement, if for any reason the Reception Antenna or Similar Structure no longer retains its original condition.
- 4) Repair or replacement to prevent the Reception Antenna or Similar Structure from becoming a safety hazard.

b) Should the Owner fail to properly maintain the Reception Antenna or Similar Structure, the Association may, after notification to the Owner, fine the Unit Owner following notice and opportunity for a hearing and take such further action, legal or otherwise, as permitted by Declaration or statute.

c) Except in an emergency situation, the Board shall notify the Owner, in writing, that the Reception Antenna or Similar Structure requires maintenance, repair or replacement, and that such maintenance, repair or replacement must be completed within 30 days of such notification unless extended by the Board.

d) If any required work is not completed within the time period for completion of the repair, maintenance or replacement, the Association may remove and/or repair the Reception Antenna at the expense of the Unit Owner, such expense being added to the Owner's assessment.

e) The Owner of the apartment or Exclusive Use Area in which the Reception Antenna or Similar Structure is located is responsible for all costs associated with his Reception Antenna including, but not limited to, costs to: (a) repair, maintain, remove and replace the Reception Antenna; (b) repair damages to the common elements, the Unit, other Units and other property caused by the installation, existence or use of the Reception Antenna; (c) pay for medical expenses incurred by persons injured by the installation, existence or use of the Reception

Antenna; and (d) reimburse Residents or the Association for damages caused by the installation, existence or use of the Reception Antenna.

f) It shall be the Owner's responsibility to remove any Reception Antenna or Similar Structure when the Association maintains, repairs or replaces building components if the removal is necessary for the orderly completion of the work. Such removal shall take place within 72 hours of written notification, except in emergency conditions, when removal shall take place immediately. The cost of removal and replacement shall be the responsibility of the Owner.

g) Should the Owner fail to remove the Reception Antenna or Similar Structure in a timely fashion, the Association may remove it at the expense of the Owner and the Association shall not be responsible for any damage to the Reception Antenna or Similar Structure.

h) In the event the Owner removes a Reception Antenna or Similar Structure, the Owner shall promptly restore the property to its original condition.

#### **7.06. Process and Procedure.**

a) In the event of a violation of these rules, the Association may bring an action for declaratory relief with the Federal Communications Commission (FCC) or any court having jurisdiction over the matter. If the rules have been upheld by the FCC or by court decision, any future violations shall result in a fine of \$10 a day commencing 21 days after the FCC or court determination. To the extent permitted by law, the Association shall be entitled to reasonable attorneys' fees and costs and expenses. In addition, Association may seek injunctive relief.

b) Within 5 days of the installation of any Reception Antenna or Similar Structure, a copy of the Notification Form shall be submitted to the Resident Manager unless a Mast exceeding 12 feet above the first floor is installed which requires prior Board approval.

**Note:** Notification Form for Installation of Reception Antennas and Similar Structures may be obtained by calling/emailing the Site Manager or downloading from the Tropicana Village 2 & 3 website.

### **VIII. Exemptions for Handicapped Occupants**

**8.00 Exemptions for Handicapped Occupants.** Notwithstanding anything to the contrary contained in these Rules and Regulations, handicapped occupants shall:

1. Be permitted to make reasonable modifications to their apartments and/or the common elements, at their expense, if such modifications are necessary to enable them to use and enjoy their apartments and/or the common elements, as the case may be.
2. Be allowed reasonable exemptions from these Rules and Regulations, when necessary, to enable them to use and enjoy their apartments and/or the common elements, provided that any handicapped occupant desiring to make such modifications or 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 make such modification or to be granted such an exemption. The Board shall not unreasonably withhold or delay its consent to such request. Any such request shall be deemed to be granted if not denied in writing, within a reasonable time force (given the circumstances) 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.