

TROPIC GARDENS

ASSOCIATION OF APARTMENT OWNERS

HOUSE RULES

REVISED 1981

**Table of Contents**

Letter of Welcome ..... Page 2

Statement of Authority to Enact House Rules ..... Page 3

Administrative Policy                      Rules 1-3 ..... Page 4

General Responsibilities                    Rules 4-7 ..... Page 4

Nuisance Restrictions                    Rules 8-12 ..... Page 4

Common Elements                        Rules 13-21 ..... Page 5

Parking Lots                                Rules 22-27 ..... Page 6

Recreational Activities                    Rules 28-29 ..... Page 7

Pets & Other Animals                    Rules 30-31 ..... Page 8

Pool Areas                                 Rule 32 ..... Page 9

Fining System                              Rule 33 ..... Page 10

## **ALOHA!**

Welcome to Tropic Gardens. We hope your time of residence here will be most enjoyable.

Tropic Gardens is a condominium apartment development. Each Unit is separately owned by one or more individuals or corporations. Collectively, these owners form the Tropic Gardens Association of Apartment Owners. A Board of Directors is elected from among these owners to represent the Association in establishing policies for the operation of Tropic Gardens.

These House Rules have been enacted to establish within Tropic Gardens the most pleasant conditions possible for all who reside here. These rules are equally applicable to all owners and tenants of Tropic Gardens. We urge you to read them carefully and to contact the Resident Manager if you have any questions. Owner-occupants and tenants shall be responsible for instructing their families and guests regarding these rules.

Respect the rights of others as yours will be respected in return.

## **MAHALO**

Board of Directors

Tropic Gardens Association of Apartment Owners

## **Statement of Authority to Enact House Rules**

The Tropic Gardens Association of Apartment Owners (Association) Board of Directors (Board), acting pursuant to the authority vested in it by Article V, Section 4 of the By-Laws of said Association, has enacted these House Rules which shall govern the residential living of all owners and tenants of Tropic Gardens. These rules may be modified and/or amended, either in general or in particular, at any time by a majority vote of a quorum of said Board.

All owners and tenants are bound by and shall comply with these rules. Primary responsibility for adherence to these rules is upon each owner. They are provided to protect all occupants from any annoyance or nuisance caused by improper conduct and/or misuse of the premises, to insure the protection of persons and property, and to enhance and maintain the quality of life at Tropic Gardens.

These rules shall be enforced by the Resident Manager and Managing Agent under the direction of the Tropic Gardens Association Board. All owners, residents, tenants and guests are expected to maintain the highest standards of acceptable conduct whether that conduct is covered by these rules or not.

## Administrative Policy

1. An owner (or the owner's agent), when lending, leasing, or selling an apartment, shall introduce his tenant or buyer to the Resident Manager prior to the taking of occupancy. At that time, the Resident Manager will supply to the tenant or buyer the "Resident's Emergency Information Form" and a copy of these rules. The tenant or buyer will be required to sign a statement acknowledging that he or she has received and agrees to abide by these rules.
2. Owner-occupants and tenants, upon taking occupancy, will complete and return the "Resident's Emergency Information Form" to the Resident Manager. Occupants shall insure that the information on this form is kept up-to-date.
3. Occupants shall, except in an emergency, submit in writing to the Resident Manager all requests, suggestions, or complaints which, in the occupant's opinion, require action to accomplish or correct.

## General Responsibilities

4. Owners shall limit the occupancy of apartments in accordance with the guidelines established by the Department of Health of the State of Hawaii and by the United States Department of Housing and Urban Development.
5. Owners shall be responsible for the repair and maintenance of entry and screen doors, door frames, windows, window frames and apartment interiors. Equipment and fixtures therein shall be maintained in such manner as not to cause damage to other apartments or to the common elements, or to interfere with the rights of enjoyment to which other occupants are entitled.
6. Occupants shall keep their apartments free of vermin (rodents, insects, etc.).
7. Occupants shall be held personally responsible for the conduct of themselves, their family members and their guests, including all costs to clean, repair, or replace any damage to Association property resulting from misuse, mistreatment, or vandalism of same.

## Nuisance Restrictions

8. Occupants shall preserve quiet throughout the complex at all hours, avoiding excessive noise, loud or boisterous talk or singing, noisy toys, and the playing of televisions, radios, phonographs, stereos, or musical instruments at a disturbing volume.
9. The use of any fireworks on the premises is STRICTLY PROHIBITED.

10. The use of mopeds or similar motorized bicycles on the sidewalks of the premises is STRICTLY PROHIBITED.
11. Occupants shall not permit any activity or condition that would interfere with the rights, comfort, or convenience of any other occupant.
12. Owners and/or occupants shall not use apartments or any of the premises for commercial activities.

## Common Elements

13. Occupants shall not erect or place on any common element, building, or structure any clothesline, sign, planter, shelf, antenna, air conditioner, or any other exterior modification. (Any external modification must receive prior approval by the Board and be in accordance with existing specifications, copies of which shall be available through the Resident Manager's office.) No provision of the project documents is intended to be in contravention of the State or Federal Fair Housing Acts. The Board will at all times comply with the provisions of those Acts when acting upon requests by handicapped persons to make reasonable modifications, at their cost, to their apartments and/or to the common elements of the project if the proposed modifications are necessary for their full enjoyment of the project. The Board will also comply with those provisions when acting upon requests by handicapped persons for an exemption from any provision of the project documents which would interfere with said handicapped persons' equal opportunity to use and/or enjoy their apartments and/or the common elements of the project.
14. Occupants shall not hang any laundry, clothing, or other such item in any window, on the lanai, or outside the apartment.
15. Occupants shall not leave any personal belongings on any of the common elements. Appropriate furnishings may be kept on the lanai of a three-bedroom apartment. One hibachi or grill and plants in pots, neatly arranged, may be kept on the limited common element of each apartment.
16. Occupants may hang plants in pots ONLY from the 2X6s of the front door overhangs, using cord or string. The use of nails, screws, hooks, or wire is STRICTLY PROHIBITED. No such hanging items may be suspended from gutters, eaves, or trees UNDER ANY CIRCUMSTANCES.
17. Occupants shall not litter the grounds or leave garbage or trash outside the apartments. All refuse shall be securely wrapped or tied and placed inside the refuse container bins at the disposal facilities. The lids of the bins shall be kept closed at all times.

- A. The placing of flammable material such as paint, paint thinner, cleaning fluids, solvents, gasoline, kerosene and other fuels in the bins is **STRICTLY PROHIBITED**.
  - B. Boxes must be flattened before being placed in the bins. Charges for extra pickups due to overloading the bins will be forwarded:
    - 1/ To the individual responsible where identifiable, or
    - 2/ To all owners in the form of increased Maintenance Fees.
  - C. Recyclable materials must be placed in the separate containers provided for them at the disposal facilities. Newspapers may be loose or in paper shopping bags. The other items shall not be bagged. Cans shall be rinsed and crushed. Any fine or charge for non-compliance will be forwarded:
    - 1/ To the individual responsible where identifiable, or
    - 2/ To all owners in the form of increased Maintenance Fees.
  - D. Recyclable vegetable matter (such as Christmas trees) is welcome at the compost facility at the entrance to parking lot #6.
18. Occupants shall not place or store any bulky item on the premises. Occupants shall place such items on the grass strip between sidewalk and street curb and shall call the C&C Refuse Division (Bulky Items) to give the location of the item for free pickup and disposal.
  19. Occupants shall not climb on or damage trees, plantings, mailboxes, fences, walls, transformers, trash bins, buildings, or any other structures on the premises.
  20. Occupants shall not plant, trim, cut, or water any flowers, shrubs, trees, or other plants on, or remove same from the common elements.
  21. Occupants shall not use a hose or other running water for watering potted plants, washing vehicles or window screens, or for any other purpose. Such **STRICTLY PROHIBITED** activity wastes water and could saturate the ground (thus causing soil instability, resulting in building floor slab movement) or damage the parking lot surface.

### **Parking Lots**

22. No vehicle may be driven in excess of 5MPH in the parking lots.
23. Occupants and Guests shall not park their vehicles at any place on the premises other than in those spaces designated as parking stalls. Vehicles parked other than in a designated parking stall are subject to removal at the vehicle owner's

expense. Occupants shall ensure that service and delivery vehicles attending them are removed from the premises daily as soon as that service or delivery is complete.

24. Occupants shall not park any vehicle in a manner that protrudes beyond the confines of the parking stall, thus preventing crowding of adjacent stalls, sidewalks, or other passageways.
25. Occupants shall use parking stalls for vehicle parking **ONLY**, with a limit of 2 vehicles per stall, such as one car or truck and one moped or motorcycle.
  - A. Occupants shall register with the Resident Manager any vehicles they would park on the premises. All such vehicles must be in good repair and road-worthy, be registered, and have a current safety sticker.
  - B. Occupants shall not use parking stalls for the long-term storage of a vehicle or for the storage of any other item.
  - C. Occupants shall not park on the premises any vehicle larger than a 1/2 ton pickup truck.
26. Occupants may make minor vehicle repairs on the premises such as changing batteries, tires, or lights. Engine tune-ups, oil changes, and major repairs are **STRICTLY PROHIBITED**.
27. Occupants shall be responsible for keeping their parking stalls oil- and grease-free. If a stall is not cleaned within a week of the Resident Manager's request that it be done, he will have it cleaned and a cleaning fee of \$25 will be charged.

### **Recreational Activities**

28. In the interest of safety, occupants shall not play in the parking lots, nor play ball or use Frisbees or other thrown toys anywhere on the premises. (Occupants are encouraged to use the public playground adjacent to the nearby Wilson Elementary School.)
29. Occupants may operate bicycles, tricycles, skateboards, or roller skates on the premises, but such equipment must be taken inside the apartment (except that bicycles may be parked in the rider's own parking stall) when not in active use. Use of such equipment is permitted **ONLY** under the following conditions:
  - A. Such use shall be at the user's own risk and responsibility;
  - B. Such use shall be on the sidewalk areas **ONLY**...NOT in the parking lot and NOT on planted areas;
  - C. Such use shall be at low speed and in such manner as to prevent and/or

avoid any disturbance, nuisance, damage, or injury. The right-of-way shall be yielded to all pedestrians and tricycles;

- D. Such use shall be reasonably quiet. Apparatus such as playing cards or balloons which, when attached to such equipment creates noise, and other noisy items such as horns or bells shall not be allowed to operate on any such equipment; and
- E. Such use shall be by solo riders only. No packing or doubling-up.

### **Pets & Other Animals**

- 30. Notwithstanding any other provision herein, visually-, physically-, and/or hearing-impaired persons shall be allowed to keep certified seeing-eye, service, or signal dogs, respectively, in their units and may use such dogs as reasonably necessary for their enjoyment of the project. No livestock, poultry, rabbits, or other animals whatsoever shall be allowed or kept in any part of the premises except aquarium fish, one or a pair of small birds, one cat, or one dog, but no combination of these in any apartment. Such pet(s) may be kept by occupants subject to the following conditions:
  - A. Pets shall be confined within owners' apartments. **ALL FREE-RUNNING ANIMALS WILL BE REFERRED TO THE HAWAIIAN HUMANE SOCIETY;**
  - B. Pets shall not be kept or used therein for commercial purposes;
  - C. Pets shall not be bred on the premises. Such activity will be cause for immediate permanent removal of the animal(s) involved;
  - D. Cats and dogs shall be registered with the Resident Manager;
  - E. Pets shall not be left outside the apartment tied to any object, whether attended or unattended, at any time;
  - F. Pets shall not be allowed on any common element except when in transit and leashed or carried, provided that the occupant shall indemnify the Association and hold it harmless against any liability of any kind or character whatsoever arising from or growing out of having any such pet on the premises;
  - G. Pet owners shall promptly clean up any pet-created mess or waste;
  - H. Pet owners shall be liable for any damages caused by their pets;
  - I. Any pet causing a nuisance or unreasonable disturbance to any occupant of the complex shall be removed promptly and permanently from the premises

upon notice from the Board; and

- J. No visiting pet shall be allowed on the premises unless it is accompanied by its owner.
- 31. Occupants shall not feed or otherwise encourage any stray animal or wildlife on the premises.

### **Pool Areas**

- 32. The use of the pool areas is a privilege extended to tenants and owner-occupants of Tropic Gardens. It is not an unlimited right gained by mere occupancy. Violations of the pool area rules will result in suspension of the privilege to use the pool areas. Residents are requested to use the pool area nearest their unit. Such use is permitted subject to the following conditions:
  - A. Such use is at the user's own risk and responsibility as there is no lifeguard provided by the Association;
  - B. Use of the pool areas shall be permitted **ONLY** during the hours from 9:00AM to 9:00PM, daily;
  - C. Persons using the pool areas shall enter **ONLY** via the gates, using the issued pool key, and shall close and lock the gates both when entering and when leaving the pool areas. For security purposes, the gates shall **NOT** be opened for anyone not having an issued pool key;
  - D. Children under twelve (12) years of age are not permitted in the pool areas unless accompanied by an adult Tropic Gardens resident. (It is requested that the Resident Manager be advised immediately of any unaccompanied children in the pool areas);
  - E. Guests in the pool areas must be accompanied by an adult Tropic Gardens resident and are restricted to 1 family group per unit;
  - F. Pool area users are responsible for the removal, on their leaving the pool area, of all trash and articles brought there by them;
  - G. Food is **STRICTLY PROHIBITED** in the pool areas. Beverages in non-breakable containers are permitted;
  - H. Items such as bicycles, tricycles, skateboards, roller skates and the like are **STRICTLY PROHIBITED** in the pool areas;
  - I. Pets are **STRICTLY PROHIBITED** in the pool areas, except that nothing herein shall hinder full access to the pool areas by visually-, physically-, and/or hearing-impaired persons;

- J. "Horseplay" such as pushing each other or running in the pool areas is STRICTLY PROHIBITED. Splashing beyond that accompanying normal swimming activity, yelling, screaming, and loud singing, music, radios, or televisions or other boisterous conduct in or about the pool areas is not permitted;
- K. Swimming aids needed or used for safety reasons (commercial tube-type flotation devices, inflatable arm bands, flotation collars and the like) will be allowed in the pool areas. Rafts, air mattresses, inner tubes, surfboards, boogieboards, paddle boards and SCUBA or other diving equipment or items of like nature (except goggles, masks, fins and snorkels) shall not be used in the pool areas. All items of Styrofoam construction and similar easily-destroyed materials are STRICTLY PROHIBITED as they endanger the filtering system;
- L. Pool area equipment shall not be tampered with, nor shall safety equipment be used except in an emergency;
- M. Pool area furniture shall not be removed from the pool areas;
- N. Throwing foreign objects into the pools is prohibited;
- O. Persons using the pools must use appropriate swim wear. The use of modified street clothing for swimming is prohibited;
- P. Persons using suntan oils, lotions, ointments, hairpins, bobby pins, or other such materials shall remove those materials before entering the pools;
- Q. Oral or nasal discharges in the pools are STRICTLY PROHIBITED;
- R. Person having diseases of the skin, open sores, inflamed eyes, discharges from the ears or nose, or communicable diseases are not allowed in the pools; and
- S. The Resident Manager shall have sole and absolute discretion to enforce these rules and to expel violators from these areas.

### **Fining System**

33. In order to enforce these House Rules, the Association's Board establishes the following:

#### **A. General Provisions**

- 1/ The provisions of this fining system shall be applicable to all Tropic Gardens owners, occupants, and property.
- 2/ If an owner, tenant, or guest fails to comply with any of the provisions of

the House Rules, a fine may be imposed pursuant to the schedule set forth herein.

#### **B. Responsibility for Fines**

- 1/ Owners are responsible for the actions and behavior of their tenants and guests and for the payment of all fines levied.
- 2/ Owners are responsible for the payment of any expense that may be incurred by the Association due to a violation of the House Rules by the owner or the tenant or their guests.
- 3/ Unpaid fines and/or associated costs shall constitute a lien against the owner's interest in any such unit which may be foreclosed upon by the Association.

#### **C. Fining Procedures**

- 1/ When the Resident Manager or other authorized agent of the Association becomes aware of a violation of the House Rules, the Resident Manager, the Managing Agent, or a Board member will issue a verbal and/or written notice to the occupant that the occupant or someone in the occupant's charge is in violation of the House Rules. Should the violation be corrected promptly, no further action would be taken.
- 2/ Should the occupant not come into compliance with the House Rules, the Managing Agent will give notice to the occupant (and the owner or owner's agent, if applicable) by certified mail that there exists a violation of the House Rules. If the violation is corrected at this point, no further action will be taken except that a copy of the violation notice will be placed in that unit's file.
- 3/ If the previous steps prove unsuccessful in correcting the violation, the matter will be referred to the Rules Committee. That Committee will review the evidence and recommend a course of action to the Board.
- 4/ The Board shall review the evidence and decide on a course of action, which may include but is not limited to levying a fine in accordance with the guidelines set forth herein.
- 5/ The accused violator shall be given the opportunity to appear before the Board to appeal the violation. The apartment owner (or owner's agent) shall accompany the tenant at that meeting.
- 6/ The owner and/or occupant will be notified by certified mail of the action taken by the Board regarding the matter.

7/ A fine levied due to the violation of the House Rules is due and payable in full with the next monthly maintenance fee. Any fine not paid in full or not paid on time is subject to a penalty as outlined below and to the normal delinquent collection process.

**D. Fining Guidelines**

- 1/ Each violation of these House Rules is subject to a fine of up to \$25 per occurrence or of up to \$25 per day for a continuous violation.
- 2/ Failure to pay a fine in full or on time as described above will result in the levying of an additional fine of \$100 per month that the fine is not paid.

