


Hu'elani AOA

House Rules

Version 3.2 (Effective 5 July 2014)



Adopted 21 May 2014

I. Introduction

Hu'elani is a gated condominium community with 101 single-family homes and a Recreation Center. The recreation center consists of a swimming pool, hot tub, pool deck with umbrella covered tables, and a Clubhouse. The Clubhouse provides restrooms, exercise room, a community lanai, an association office, a board room and an apartment. These "Hu'elani House Rules," also referred to as the rules, are intended to help preserve the overall aesthetics and quality of life within the community. All homeowners, residents, and their guests shall be bound by these rules, and by standards of reasonable conduct, whether covered by these rules or not.

These rules are intended to serve as a guide for the consideration of others and for the application of common sense in order to help create a friendly, pleasant, and congenial atmosphere within the neighborhood.

The Board of Directors has the responsibility and authority to establish, maintain, amend, and enforce these rules and regulations in accordance with Article X, Section 1 of the Restated By-Laws of the Association.

Any suggestion for changes to these rules and regulations may be submitted in writing to the President of the Board of Directors, or may be mailed to the Association's Managing Agent – Hawaiiana Management Company, Ltd. in care of the Hu'elani Executive.

II. Definitions

1. Association - The Association of Apartment Owners of Hu'elani (AOAO).
2. Board of Directors or Board - The elected representatives of the Association.
3. Declaration - The Restated Declaration of Condominium Property Regime of Hu'elani contains a description of the land, buildings, units, common elements, limited common elements, common interests, and other information related to the community.
4. By-Laws - The Restated By-Laws of the Association that govern the operation of the community.
5. Design Guidelines – A published document of the Hu'elani Association that describes the requirements that must be met prior to changing, removing, or modifying any Common Element or Limited Common Element of the Association, and how to apply for permission to make such modifications.
6. Common Elements or Common Areas - The roadways, landscaped grounds, Recreation Center, guest and other parking areas, sidewalks, and all other spaces exclusive of units and limited to common elements of the Hu'elani Community.
7. Limited Common Elements - Certain parts of the Common Elements, which are set aside and reserved for the exclusive use of certain units, and to which such units shall have exclusive easements for the use and maintenance of such limited elements. Limited Common Elements include the fenced and gated yard behind each home, and the driveway and approach sidewalk(s) providing access to the home. Such Limited Common Elements must be accessible to the Board of Directors and authorized, contracted personnel (i.e. gates not locked) when repairs and inspections of roofs, balconies, and other such Common Elements must be accomplished as part of the routine maintenance schedule. These access times shall be announced in advance to allow residents to provide access at necessary times.
8. Property - All or any part of the area within the boundaries of Hu'elani including the buildings, common elements, and limited common elements.

9. Units – The area within the perimeter walls, floors, and ceilings of the unit – see Section 4.4 of the Declaration for details.
10. Owners - The holders of titles of units in Hu'elani as duly recorded at the Bureau of Conveyances and/or with the Assistant Registrar of the Land Court of the State of Hawaii.
11. Absentee Owner – An owner that owns a home but does not live in the home full time. Absentee owners maintain the right to use the Common Elements as long as the home is not rented, leased, or sold.
12. Non-resident owner - An owner who has leased the entire unit to a lessee and no longer resides within the community. Non-resident Owners may NOT use the facilities of the Association unless they are guests of a current Hu'elani resident.
13. Residents - Owners and/or renters of units in the Hu'elani condominium community, residing family members of the aforementioned, and any guest with an extended stay of greater than 14 days.
14. Property Managers – Representatives of the Homeowner, who maintains a current registration form with the Association Office – to manage and maintain a home in the community for an absentee Owner.
15. Managing Agent - That person or company engaged by the Board of Directors to provide management, accounting, coordination, and other assistance to the Board of Directors at Hu'elani. At the time of publishing of this document, Hawaiiana Management Company, Ltd. is the Managing Agent.
16. Duty Managers – Members of the Board of Directors or an individual appointed by the Board to perform duties in support of the association.
17. Administrative Assistant to the Board of Directors – A hired professional who performs duties, assigned by the Board of Directors, in support of the Association.
18. Vehicles - Any motorized means of transportation including, but not limited to, automobiles, trucks, vans, sport utility vehicles, motorcycles, and mopeds.

III. Enforcement

1. All infractions of the rules, damage to the common elements or limited common elements, or failure of residents to maintain any items within their units or limited common elements in accordance with these Rules, the Design Guidelines, the Declaration, or the By-Laws, shall be reported promptly in writing, signed and dated, to the Duty Manager or Managing Agent for submission to the Board, or to the Board directly, for review and appropriate action. In all Instances, the Board shall be the arbiter of which actions or conditions constitute a violation; except in the case of illegal parking on roadways. In the case of illegal parking in roadways of Hu'elani, immediate towing of vehicles at the expense of the responsible Homeowner may be enacted at the discretion of the Board, or by the Duty Manager.
2. Damage to common elements, or limited common elements, shall be surveyed by the Board, or by a representative of the Board, including the Duty Manager or a contractor familiar with the damaged element, or by the Managing Agent, at the direction of the Board, and the cost of repair or replacement and any legal fees incurred may be assessed by the Board against the owner. Owners are responsible for their actions and those of their residents, renters, and guests.
3. Any violation that threatens the health, safety, or enjoyment of the residents of Hu'elani shall be addressed immediately by the Board, or a representative of the Board, including the Duty

Manager or the Adjudication Committee Chair. The individual addressing the violation shall notify the Board in writing of any actions taken so that appropriate follow-on action can be taken by the Board if necessary.

4. Violation of the Declaration, By-Laws, Design Guidelines or these Rules shall result in the implementation of the enforcement process. This Article of the House Rules requires the expeditious notification of residents as well as non-resident homeowners regarding violations, so that repeated violations can be minimized. The process shall be as follows:

a. General Violations – Defined as any violation that exists and must be corrected by the accomplishment of some action.

1) A “First Notice of Violation – or – Friendly Reminder Letter” shall be sent to the Homeowner allowing 14 days for the Homeowner to correct the violation. This letter shall be informative in nature, providing the Homeowner/resident tenant/Property Manager/Managing Agent and the Board, with the specifics of the violation and the House Rule or Design Guideline that was violated. The violated article shall be published in the letter.

2) After 14 days, if no corrective action has been taken by the Homeowner to correct the violation, a “Second Notice of Violation – or - Warning Letter” shall be sent to the Homeowner. This letter shall also be informative in nature, again providing the Homeowner/resident tenant/Property Manager/Managing Agent and the Board with a description of the violation and allowing an additional 14 days for the Homeowner to correct the violation or show reason why the Homeowner cannot resolve the issue without assistance. This letter will include a warning that if the violation is not corrected by the designated time, a fine will be levied against the Homeowner’s account with the Managing Agent.

3) If, after an additional 14 days, no corrective action has been taken by the homeowner, a “Third Violation Notice – Notice of Fine Levied” shall be sent and/or additional corrective action can be taken. This letter shall be punitive in nature, and will describe the fine, and/or any other actions that will be taken by the Board to ensure that the violation is remedied. This action may include the correction of the violation by an agent of the Association (contractor, landscaper, etc.) and the cost of such correction may be charged to the Homeowner, possibly in addition to the fine levied. All fines shall be collected by the Managing Agent, and levied against the Homeowner’s account with the Managing Agent.

4) The process will continue and fines shall be levied in accordance with the Hu’elani Policy Document, “Fines and Correction of Violations”, which is available in the Association Office - until such time as the violation has been resolved.

5) Depending on the severity of the violation and/or lack of response demands may also be issued at fourteen- (14) day intervals following the “Third Violation Notice – Notice of Fine Levied”.

6) Thereafter, fines shall be imposed for any second or subsequent General Violation, within twelve months of the initial fine being levied, according to a schedule approved by the Board of Directors and published in the Hu’elani Policy Document, “Fines and Correction of Violations”.

b. Event Violations – Defined as any violation that is an isolated event that is an infraction of a House Rule (i.e., parking violation, trash cans left at the curb or in the

Common Area past 24 hours, speeding, walking pets without a leash, etc...).

1) A “First Notice of Violation – or – Friendly Reminder Letter” for an Event Violation shall be sent to the Homeowner expeditiously. This letter shall be informative in nature, providing the Homeowner/resident tenant/Property Manager/Managing Agent and the Board, with the specifics of the violation and the House Rule or Design Guideline that was violated. The violated article shall be published in the letter.

2) If a second violation of the same house rule (i.e., parking violation, trash cans left at the curb or in the Common Area past 24 hours, speeding, walking pets without lease, not picking up pet waste, etc...) is reported and addressed by the Adjudication Committee within a 12-month period following the date of the First Notice of Violation, a “Second Notice of Violation – or - Warning Letter” shall be sent to the Homeowner. This letter shall also be informative in nature, again providing the Homeowner/resident tenant/Property Manager/Managing Agent and the Board with a description of the violation. This letter will include a warning that if the same violation is addressed again within the following 12 months, a fine will be levied against the Homeowner’s account with the Managing Agent.

3) Fines for Event Violations are levied upon notice of a third and successive violations of the same House Rule within a 12-month period following each new violation and the amount of the fine doubles with each violation beginning with the Fourth Notice.

5. The Hu’elani Policy Document, “Fines and Correction of Violations” shall be published and maintained separately from the House Rules and shall be maintained on file in the Association Office.

6. Regardless of anything stated above, if a House Rule provides for an immediate fine or the violation affects the safety of the community or the use, enjoyment, safety or health of any resident, an immediate fine may be imposed for that violation by notice to the Homeowner with copies to the resident tenant, the Board, and the Managing Agent.

7. The Board shall assess all fines. All notices, including the Notice of Fine Levied, shall be mailed (USPS First Class) to the Homeowner, the property manager (if one is assigned), and to the current resident, if appropriate, with a description of the violation, amount of fine assessed, and additional information regarding future fines that may be assessed if the Violation is not resolved. All fines assessed are billed to the Homeowner’s Monthly Maintenance Fee account held by the Managing Agent, and are due when the next payment is made. Any fines not paid with the next month’s maintenance fee payment will result in a Maintenance Account Delinquency, and the associated delinquency fee will be applicable.

8. All fines may be appealed within 30 days of assessment. Fines must be paid before the time the appeal is made. Upon notification of any appeal the Board will hear the appeal at a specified time and date during the next regularly scheduled meeting of the Board of Directors. The appellant will be notified by mail (USPS First Class). The appeal must be made in person, unless approved by the Board President, and a written copy of any appeal must be provided to the Board at the time of the hearing. No decision will be rendered during the hearing. Notification of the Board’s decision will be made in writing by mail within thirty days of the hearing. If necessary the board will appoint three non-partisan unit owners to mediate (non-binding) the dispute. Any additional mediation will be in accordance with Hawaii Revised Statutes.

9. The violation of any House Rule adopted by the Association shall give the Board or its agents the right to:
 - a. To enter the unit in which, or as to which, such violation or breach exists and to summarily abate and remove, at the expense of the defaulting owner, any structure, item, animal or condition that may exist therein in violation of these House Rules, the By-Laws, or the Declaration; and the Board shall not thereby be guilty of any trespass. However, the Board shall have such right of entry only in the instance where such violation or breach constitutes an immediate, substantial, and undeniable threat to life, limb, or property of any owner, member of an owner's family, tenant, guest, licensee, or invitee;
 - 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 attorney's fees, shall be borne by the defaulting Homeowner or resident tenant; or
 - c. To impose fines as stated in this Section III.

IV. General

1. Police, Fire, and Emergency - If the immediate service of the police department, fire department, ambulance service, doctor, or any other emergency assistance is required, the desired agency or person shall be called directly by the resident. Call 911, do not call the Duty Manager.
2. Scan Cards and Clickers - Residents of all Hu'elani units need coded scan cards to access entry gates and the Recreation Center. Clickers are used to access the vehicle entry gate.
 - a. Two coded scan cards for access to the recreation center and gates shall be provided to each unit when a resident is initially registered. If a resident of a unit requires more than two coded scan cards, not to exceed 4 per unit, the resident shall contact the Duty Manager to acquire such additional coded scan cards at a cost of \$100 per card.
 - b. Lost cards - In the event that a resident or vendor loses an issued coded scan card, the holder of that card shall immediately contact the Duty Manager so that the coded scan card may be immediately deactivated. A deposit of \$100 will be charged for the replacement of any lost coded scan card and the number on that lost card and the number on the replacement card will be recorded on the deposit receipt. The \$100 deposit will be refunded if the lost card is later found and returned to the Association or when the replacement card is returned to the Association Duty Manager. Deposits shall be made by check only made out to the Hu'elani AOA and shall be held in a Hu'elani AOA account managed by the Managing Agent. No deposit refunds will be made for coded scan cards that are not duly recorded as lost or replacement cards. Refunds shall be paid by the Managing Agent upon request from the Board of Directors or its assignee (usually the Administrative Assistant to the Board of Directors).
 - c. Two dual purpose gate/garage clickers shall be programmed for each unit. Additional clickers may be programmed under the same guidelines and costs described in sections a) and b) of this article, directly above, as pertains to coded scan cards.
3. Pedestrians - entering and exiting Hu'elani must use the pedestrian gate. It is the responsibility of the person entering or leaving by the pedestrian gate to ensure it remains closed and locked after entry or exit.
4. Fireworks - The use of fireworks of any kind, including "poppers" or "snappers," is

strictly prohibited at all times anywhere within the property. An immediate fine may be imposed for each instance of using fireworks and the Association may seek the eviction of the persons responsible if they are tenants.

5. Conduct - Each owner and/or resident is at all times responsible for the conduct of their family and guests. This responsibility includes, but is not limited to, parking fines and any damages to personal property or Common or Limited Common Elements.

6. Requests for Maintenance - Owners are required to make requests for maintenance matters of the Common Elements to the Duty Manager or to the Board and not directly to maintenance personnel.

7. Soliciting - or canvassing by any party for any reason is prohibited within the property with the exception of the solicitation of proxies or distribution of materials relating to Association matters.

V. Registration

1. Homeowners. All homeowners must maintain a current registration with the Managing Agent. As required by Hawaii Condominium Law this registration must be renewed annually. It will be the Homeowners responsibility to ensure that a registration update is submitted annually and within 30 days of a change of the mailing address of the Homeowner. This registration shall include the following information:

- a. Unit number and address of the unit,
- b. Name, address and phone numbers (day time and evening) of all unit owners and residents, if the homeowner lives in the unit,
- c. Vehicle information for all residents' vehicles, to include make, model, color, year, and license plate number (if the homeowner lives in the unit), and
- d. Pet information to include breed, type, name, color, and description and number of pets (if the homeowner lives in the unit). The pet registration shall also include a DNA registration with PooPrints for dogs residing in the unit.

2. Residents. Residents that are not homeowners must maintain a current registration with the Association Office. It will be the resident's responsibility to ensure that a registration update is submitted within 30 days of any change in the data on the current registration form, (not to include the mailing address of Absentee Homeowners).

This registration shall include the following information:

- a. Unit number and address of the unit,
- b. Name, address and phone numbers (day time and evening) of all unit owners,
- c. Name and phone numbers (day time and evening) of all unit residents,
- d. Vehicle information for all residents' vehicles, to include make, model, color, year, and license plate number, and
- e. Pet information to include breed, type, name, color, and description and number of pets residing in the unit. The pet registration shall also include a DNA registration with PooPrints for dogs residing in the unit.

3. Realtors. Realtors must register with the Association Office before showing homes that are being sold or rented. There is a Realtor's Registration Form available on the Hu'elani website at <http://www.huelani.org/Forms/forms.htm>. This form may be printed out, filled in, and

presented to the Duty Manager in the Association office during normal office hours. A briefing on the House Rules will be provided at that time.

4. Each registration shall be updated any time any of the information changes.
5. Residents are responsible for registering guests (staying in a unit in excess of 14 nights) with the Duty Manager no later than the 14th day of their visit.

VI. Units/Occupancy

1. No home shall be rented or leased for a period of less than 30 days.
 - a. Owners who rent or lease their home shall promptly notify the Duty Manager of the name of the tenant and names of all persons who will be living in the home, the duration of the lease, and any extension thereof. Residents must complete the entire registration process within 30 days.
 - b. Non-resident Homeowners upon entering into a contract with a third party to rent their unit, shall do so under the condition that they will forfeit all privileges associated with the use of the recreational facilities in the community, (pool, spa, gym, and clubhouse) unless the Homeowner, through the rental agreement, forbids the lessee from utilizing the privileges of the community. A copy of such rental agreement shall be kept on file in the Association Office to verify that lessee has been denied these privileges by the Homeowner.
2. Each unit shall be used only for residential purposes. Home offices are considered residential uses so long as these uses are not a nuisance to other Hu'elani residents, and in no way cause a disturbance. Complaints by residents concerning the parking of vehicles in the street while visiting a business, including a daycare facility, constitutes a nuisance. Therefore operation of a business that increases traffic through the Common Elements is subject to prior Board approval.
3. The repair and maintenance of the interior of the unit is the responsibility of the owner.
4. The Board must first approve in writing any changes that: (a) breach the outside walls of the unit, (b) modifies the exterior appearance of the buildings, or (c) costs more than \$10,000. This includes any drilled hole for the installation of any service, landscape feature, or equipment not installed as part of the "as built" specification of the home.
5. The repair and maintenance of any exterior trim or fences that are or surrounding the Limited Common Area associated with the unit and damaged by irrigation or excessive plant growth shall be paid by the Homeowner at the discretion of the Board, whenever the Board determines that such repairs are needed. All such repairs to the outside of the home or fences shall be accomplished by a professional hired by the Board of Directors to ensure continuity throughout the community.
6. Residents are responsible for the cleanliness of their respective driveways, including removal of any oil, grease, or other substances. The Association will power wash each driveway every five years when the associated home is power washed, as part of the exterior maintenance of the home. Residents with excessively dirty driveways will be given written notice of a violation of these Rules, by the Board of Directors, to clean their driveway within a specified period of time. If the resident does not clean the driveway within the period of time noted on the written notice, the Board of Directors shall have the driveway cleaned at the expense of the resident. This expense will be recovered by charges to the Homeowner's Account with the Managing Agent in addition to the accumulated fines assessed during the notification process.

No such charges will be made to a Homeowner's account until the process of notification detailed in Article III. Enforcement, above has been accomplished. Any automotive related fluids, oil, grease, coolant fluid, or other contaminants must be removed in such a manner as to not contaminate the environment. For example they cannot be washed down the drain.

7. Repair of driveways and sidewalks located in the Common Area will be the responsibility of the Association and the cost associated with scheduled repair and maintenance of these elements shall be part of Budgeted Reserves.

8. Restrictions and allowed colors of window dressings in Hu'elani are prescribed in the Design Guidelines, published on the Hu'elani website at:

<http://www.huelani.org/Houserules/Docs/guidelines.pdf>

9. No notices, signs, or other objects may be posted on or about the unit, or be visible through a window except as shall have been approved in writing by the Board. Approved nameplates and signs are permitted to be displayed and must be located only in the places designated by the Design Guidelines.

10. Garages shall be used primarily for the parking and storing of one or more vehicles. Boats, canoes, rafts, jet skis, bicycles, motorcycles, mopeds or other transportation vehicles may be stored, maintained, or repaired within the enclosed garage provided that the garage continues to be used primarily for the parking and storage of automobile(s).

11. Maintenance of such vehicles may be accomplished on driveways so long as dismantled vehicles and repair equipment are secured and stored within the garage from dusk until dawn. The intent of this specification is to ensure cleanliness and order during evening hours.

12. Dogs, cats or other domesticated household pets are permitted and are not to exceed two (2), per unit. Permitted pets may not be kept, bred or maintained for any commercial purpose. Pet owners are responsible for any damage, noise, or inappropriate behavior of their pets.

a. Leash Law - All such pets or animals shall be accompanied by a person and maintained on a leash when outside of the unit; provided, further, that the person accompanying the pet or animal outside shall immediately clean up after such pet or animal, and shall deposit all fecal material in a plastic bag, tie or seal the bag, and then dispose of all such packaged waste in their own trash container.

b. PooPrints – Beginning on 16 June 2014, all dogs in Hu'elani will be registered with PooPrints, a doggie-DNA testing service. The registration fee will be provided at the time of registration and may change annually.

c. PooPrints Implementation Plan – Residents and Homeowners who have had dogs registered before 16 June 2014 in accordance with the House Rules shall have their initial fee for registration waived, and there will be no cost to these residents for the registration of their pet dogs unless they have not registered with PooPrints before 15 August 2014. This 60-day “grace period” should be sufficient to allow all dogs currently residing in Hu'elani to be registered with PooPrints. If such dogs are not registered on-or-before 15 August 2014, this violation will result in the dog owner being required to pay the PooPrints registration fee and a \$25 fine for failure to register within the grace-period will be levied. After 1 September, the fine will be raised to \$50, and will increase at \$25 increments every 1st and 15th of each month until the pets are registered. These fines will be levied directly to the account of the Homeowner of the unit where the non-compliant dog(s) reside.

d. Fee for Violations - The cost of testing DNA from fecal matter found abandoned in the community will be added to the fine specified in the Schedule of Fines and subject

to immediate fines as shown below. A breakout of the amount of the fine and the testing cost will be provided in the accompanying Violation Letter.

e. Immediate Fine - It is unlawful to leave animal feces on common elements (Revised Ordinances of Honolulu Section 29-4.4(a)(9)). Accordingly, for any violation of this rule, an immediate fine may be imposed of \$25.00 for the first violation, \$50.00 for the second violation, and \$100.00 for the third violation, and fines will be doubled for each additional fine for subsequent violations of this same House Rule by a resident. The fee for the DNA testing shall be added to each fine. There will be no warning before imposing a fine and fees under this rule. A “Notice of Fine Levied” will be sent for each violation of this rule.

13. If any dog, cat, or other animal causes a nuisance, unreasonable disturbance, or presents a danger to any person within the property, the owner shall be given the opportunity to rectify the problem. If the pet or animal continues to cause a nuisance, unreasonable disturbance, or danger to any person within the property, the Board shall require the pet or animal to be removed from the property within a reasonable time period. If a service animal causes a nuisance, the owner shall be responsible for abating the nuisance within a reasonable time. If the owner is unable to abate the nuisance, the owner will be required to remove the animal from the community. The owner will be provided with a reasonable amount of time to secure a replacement animal if removal is required.

VII. Unit Lanais/Private Yards

The intent of this section of the Rules is to ensure that Hu’elani Residents are protected from any unsightly items or clutter in any neighbors’ lanai or backyard.

1. Awnings, shades, window guards, wind chimes, bird feeders, art objects, or other similar objects are not permitted to be attached to nor hung from the exterior of any unit, including the lanai, unless approved by the Board through the Design Review process. Any such request must be done with a Design Request Form. Permanent clotheslines or other similar objects shall not be hung in any outside area, including a lanai.

2. Any object, other than landscaping items, which exceed five feet in height must first be approved by the Board of Directors. The Design Request Form for such requests must be accompanied by a Neighbor Notification form showing that the unit’s immediate neighbor(s) are aware of the request. The Notification Form is available on the Hu’elani website – Forms page.

3. Each unit resident is responsible for keeping their lanais, private yard, and entry area in an attractive and aesthetically pleasing manner and condition.

4. Lanais may be furnished with typical lanai furniture, which may include chairs, lounges, tables, umbrellas, or other appropriate furniture. All furnishings shall be kept in an orderly fashion and maintained in good, clean condition.

5. Lanais, yard and front entry areas will not be used for storage of sports equipment, toys, cartons, boxes, appliances, or any other type of belongings not customarily used for furnishing lanais or front entry areas. Bicycles, surfboards, crates, buckets, mops, brooms, and other similar items are expressly prohibited from being stored on the lanai, and in the private back yard, side yard, and front private back entryway.

6. No plants that grow against the home or any portion of any lanai may be planted in the ground. Potted plants that can be moved for painting and scheduled power washing should be kept far enough away from the home to preclude damage to the paint, siding, and trim.

VIII. Common Elements

The intent of this section of the rules is to remind residents the areas in front of their homes are groomed and maintained by the Association, following a prescribed landscape design. The roadways belong to the community and are not available for playing any type of game or sports. Residents must be considerate of their neighbor's privacy when involved in any outdoor activity. Residents are reminded of the close proximity of two Ewa by Gentry parks and bike paths immediately outside of the community which are available for use by the public.

1. Items such as, but not limited to, trash receptacles, garden hoses, hose reels/hangers, lumber, furniture, crates, boxes, surfboards, bicycles, skateboards, toys, mops, brooms, lawn mowers, empty flower pots, or buckets shall not be stored on any part of the Common Areas.
2. Skateboards, roller skates, roller blades, scooters and other similar sports or recreational equipment (non-motorized only) may be used within the common elements on the cement walkways adjacent to the roadways and any designated cross walk during daylight hours only. Any operator must yield the right of way to pedestrians.
3. Bicycles may be used within the common elements on roadways provided that they are duly-licensed and operated in accordance with these House Rules and the attached Exhibit A entitled, "City and County of Honolulu Bicycle Regulations". In the event of a conflict, these House Rules shall control. Bicycles must be parked inside of enclosed yard areas, within garages, or at any designated bicycle rack within the community.
4. Residents and their guests shall use bicycles and other sports or recreational equipment within the Common Areas solely at their own risk. The Association, its Board of Directors, Managing Agent, and Duty Managers are not responsible for any injury and/or death to anyone resulting therefrom. Residents are responsible for the conduct and safety of their family members and guests. Individuals should be competent to operate the bicycle or other sports or recreational equipment they are attempting to use.
5. Any person in the Common Areas under age 8 should be supervised by a responsible adult when engaging in bicycle riding, unless the child's parent or guardian determines that the child can ride a bicycle safely.
6. No sports activity, such as, but not limited to, football, baseball, basketball, volleyball, or golf shall be permitted in the common elements.
7. All persons are expected to use reasonable judgment in determining their safety along common area roadways and walkways.
8. All roadways shall be used strictly for ingress and egress or for transportation from one residence to another or to and from the clubhouse area. Roads must be kept free of obstruction at all times. No one is permitted to place, store, or maintain any object of any kind that obstructs transit through any Common Area. Vehicles or other objects shall not be permitted to park on or otherwise block any of the roadways and may not be parked, for any period of time, in any area except on driveways immediately adjacent to homes, or in designated visitor parking areas. Vehicles parked on any roadway in violation of this rule, may, at the discretion of the Board or the Managing Agent, be towed at the expense of the owner.
9. Pedestrians are expected to use reasonable judgment in determining their safety along common area roadways and sidewalks.
10. The planting and care of foliage in the Common Areas is at the sole discretion of, and the sole responsibility of the Board. Residents and guests shall not be permitted to plant or place

shrubs, trees, vines or other types of foliage in the Common Areas.

11. No Resident is permitted to place, store, or maintain any object of any kind that obstructs transit through any Common Area landscape.

12. Common Areas shall not be used for the maintenance and repair of a resident's own property. For example, guest parking shall not be used as an area to maintain and repair vehicles.

IX. Barbecuing

1. The use of barbecues, whether electric, gas, or charcoal, shall not be allowed within three feet of a unit.

2. Barbecues and other related equipment must be stored after each use, after allowing for the equipment to cool sufficiently, so as not to constitute a fire hazard. Barbecues and other related equipment may not be stored on any driveway or in the Common Elements.

3. Open fires or imu pits are not allowed on the property. Charcoal starter fluid and lit charcoal shall be used only in contained barbecue equipment.

X. Noise/Nuisances

Excessive noise is prohibited, especially during the late evening and early morning hours. Hu'elani homes are detached, but still close enough that sounds from one resident's yard or open home can be heard from nearby homes. Roads are narrow, so any loud noise can carry into a nearby neighbor's home.

1. Residents and guests shall not be permitted to create or allow noises, as determined by the Board, from any source that may annoy or disturb other residents. Residents should advise guests to refrain from loud conversation when out on unit lanais or in private yards and when walking to and from their vehicles, particularly in late evening and early morning. This includes car stereos. Quiet hours are 10:00 PM to 7:00 AM.

2. Musical instruments that can be heard outside of a resident's unit should not be used between the hours of 10 p.m. and 7 a.m. Units shall not be used for the practice of musical bands.

3. Motor vehicles or house alarms, which are set off frequently, either accidentally or intentionally, and/or trigger false alarms frequently, or otherwise create a nuisance, will be considered an infraction of these rules by the registered owner of the vehicle or home.

XI. Vehicles/Parking/Traffic

1. Boats, canoes, rafts, kayaks, jet skis, and other navigable craft and automobiles, trucks, vans, bicycles, motorcycles, mopeds, and other transportation vehicles shall not be maintained or repaired on the common area roadways or visitor parking stalls. Personal automobiles, trucks, vans, and motorcycles NOT bearing commercial advertisements may be parked in visitor parking stalls as described in Part 13 of this Article – below.

2. No mobile home, travel trailer, truck camper, house trailer, boat, boat trailer, or similar item shall be placed upon any lot except within a unit's garage and shall not be parked in any visitor parking stall or driveway.

3. The community speed limit shall not exceed 5 miles per hour.

4. Entrance to the Hu'elani community is restricted to Residents, their guests, and authorized service providers to individual residences or the community as a whole. [i.e., USPS,

FedEx, UPS, our contractors, and gardeners, etc.] Gate access shall be provided by the resident sponsoring the guest. (Remote gate opening can be activated by the resident through a dial-in kiosk system outside the gate). The Duty Manager will only allow guest access if previously arranged by the sponsoring-resident in advance of the guests' arrival. All residents should assist in the effort to preclude tailgating of unauthorized vehicles. Only one vehicle – or single group of vehicles going to a single destination – is allowed to enter the gate at a time. If you are following another vehicle in the gate, do not tailgate. Allow the gate to close or begin closing, then activate your entry clicker so the resident in front knows you are authorized entry. If a Resident is arriving with a guest in a second vehicle, it is recommended that the resident allow access first by opening the gate to allow the guest to enter, and then follow the guest by clicking again before entry.

5. Residents and guests shall obey the posted speed limit and directional signs. For example, traffic around the fountain circle should proceed counterclockwise at all times.

6. Vehicles are not permitted to park along the main roadways. Residents shall park their vehicles only within their garage, driveway, or visitor parking stall within the rules defined in part 11 of this article - below.

7. Residents are responsible for ensuring that their guests do not park along the main roadways. Guests shall park in the designated parking areas or within the resident's driveway or garage.

8. Parking is prohibited on the roadways within Hu'elani because it can obstruct the passage of emergency vehicles.

a. No vehicle may be left unattended on any roadway at any time, unless it is a Service Vehicle – as described in subparagraph c, below. Resident- or guest-vehicles may be stopped on the side of the roadway during active loading and unloading of vehicles from the curb, only if the vehicle is continuously attended by a licensed driver who is within sight of the vehicle and able to move it if necessary.

b. When loading and unloading at the Clubhouse, it is recommended that all items be unloaded and set on the raised sidewalk just outside the pool entrance, or on tables placed there for that purpose before the party set-up time. Vehicles may also be stopped at the pool entrance to be loaded following an event, but may not be left unattended while they are stopped on the roadway.

c. Service vehicles including landscapers' golf carts, moving vans, contractors' vehicles, and the vehicle of the Duty Manager or Association volunteer involved in official work efforts may be parked on the side of the roadway when being used on official business. They may be parked on the roadways as long as the driver is within sight of the vehicle, and only if the proximity of the vehicle to the workplace is necessary to reduce the effort of loading, unloading, or performing maintenance tasks, or if using the vehicle as a workspace (portable shop) is required to perform the task(s).

d. Moving vans and large service or delivery trucks may be parked in front of the home they are servicing (such as loading of moving vans and proximity of tools for accomplishing tasks at a specific site) if space is not available on the associated driveway. Once the vehicle is no longer needed to support the work effort, it should be moved to the nearest visitor parking area. All such vehicles so parked on the street in front of a home must be marked with traffic cones on the street side of the vehicle. If such vehicles are parked in the driveway of a home while service is being provided (which is the preferred method) the vehicles belonging to that home may be parked in the nearest Visitor Parking Space, only until the service vehicle is moved. (Notification of

the Duty Manager regarding such placement of Resident vehicles in the Visitor Parking Areas is requested, to reduce misunderstandings involving such vehicles.)

9. Extended guest parking is allowed in designated visitor parking stalls only with prior approval from the Board of Directors, and when accompanied by an extended guest parking pass. Extended guest parking passes are to be issued by the Duty Manager, on behalf of the Board, during normal business hours. Extended guests are defined as non-residents living on the property for a period of more than 48 hours and up to fourteen days, but not on a regularly recurring basis. Extended guest parking is allowed only for the invited extended guests' vehicles. The resident may request a parking pass for use on their own vehicle so that a visitor may park in a driveway parking spot usually used by the resident. In such a case, the visitor's vehicle must also be registered, but the parking pass may be used by the resident during the 14-day visit.
10. Car sitting is not allowed. A legitimate, registered, extended guest must exist in order to be issued an extended-guest parking pass. (Article V. Registration applies.)
11. "Stacking" of vehicles (parking one behind another in the same visitor parking stall) is not permitted. "Blocking" of vehicles (parking perpendicular to another vehicle in a visitor parking stall) is also not permitted.
12. Residents shall not keep and maintain more vehicles within the community than can be housed within their own garage and driveway, not to exceed 4 automobiles.
13. Parking of vehicles in Visitor Parking Stalls will be regulated as follows:
 - a. ***{Resident Owner vehicle registration}*** Vehicles belonging to Residents shall be registered with the Association Office by contacting the Duty Manager/On-site Manager/Managing Agent (possibly through the annual registration process.)
 - b. ***{Incentive to register}*** Residents' vehicles that are not registered with the Association will be assumed to be guests vehicles, and may be towed if in violation of these rules. Residents parked in violation of these rules will be issued reminders, warnings, and fines in accordance with Section III, of these rules – Enforcement.
 - c. ***{Visitor Parking Passes}*** Extended guests (over 48 hour visitors) will be issued a Visitor Parking Pass that shall be displayed on the dashboard of any guests' vehicle that is parked in a Visitor Parking stall at any time. Extended guest parking passes allow guests to park in visitor parking stalls any time of day or night for the period of time (not to exceed 14 days) for which the pass is issued. Visitor parking passes may be renewed for an additional 14 days if the "Extended Guest" is registered as required by the House Rules (Section V. Registration applies.)
 - d. ***{Limits on Residents Privilege}*** Registered vehicles belonging to Residents who are not Extended Guests, may be parked in Visitor Parking stalls during daylight hours – sunrise to sunset daily – for no longer than 3 hours, while their owners require them to be temporarily relocated.
 - e. ***{Exceptions to limitations}*** Residents that require parking in Visitor Parking stalls for periods in excess of 3 hours shall notify the Duty Manager in advance to avoid ticketing/towing.
 - f. ***{Parking in the Clubhouse parking lot}*** Residents using the Clubhouse facilities may park in the visitor parking stalls within the Clubhouse parking area with the caveat that the use of the two handicapped parking stalls is restricted to use by persons with handicapped parking permits. Towing of vehicles not bearing handicapped parking permits will be enforced at all times.

g. *{Special exceptions}* Any resident needing special exceptions to these Rules, may request exception from violation by calling the Duty Manager before the exception is needed. When requesting exception, the resident driver responsible for the vehicle for which the exception is requested, shall provide the reason for the requested exception, the make, model, and license number of the vehicle unless it is a commercial service vehicle. For requesting exception for a commercial service vehicle, the name of the service company providing the service shall substitute for the personal vehicle information. The beginning time and ending time of the requested exception shall also be provided. {The purpose of notifying the Duty Manager of such exception requests, is so that the Duty Manager – or Board member receiving a complaint about the supposed violation, which has been granted exception, does not have to go to the location to verify the violation, but can explain to the resident making the complaint, what exception has been given, and at what time the exception period ends.} The Duty Manager will determine if the request is valid, and will post a notice to the BOD e-mail stating the information if the exception is approved, or will offer an alternative solution to the requesting resident that will minimize the need for an exception or provide a non-violating alternative. Seeking an exception after the violation has occurred will still result in a violation of the rules.

XII. Recreation Center

1. The Recreation Center consists of a swimming pool, hot tub, pool deck with umbrella covered tables, and a Clubhouse. The Clubhouse provides restrooms, exercise room, a community lanai, an association office and an apartment. All but the exercise room are open daily between 6 a.m. and 10:30 p.m. The exercise room hours are 4:00 a.m. to 10:30 p.m. The Recreation Center is exclusively for Hu'elani residents and their invited guests.
2. Guests must be accompanied by a resident when using the Recreation Center. Exceptions can be made by the Duty Manager for guests residing with a resident provided they are registered with the Association Office and the resident host is unable to be present for some specified period of time. An example would be for periods the resident is offsite/at work.
3. Pets are not permitted in the Recreation Center, with the exception of assistance animals required under the federal and State Fair Housing Acts.
4. Bicycles, skateboards, roller skates, roller blades, scooters and other similar sports or recreational equipment are not permitted in the Recreation Center.
5. All activities shall be conducted in a safe and reasonable manner, so as not to endanger or create a nuisance to other residents or guests.
6. Residents and guests shall obey any and all posted signs at the Recreation Center.

XIII. Swimming Pool/Hot Tub

1. There are no lifeguards on duty. All swimmers swim at their own risk and are fully responsible for their own safety.
2. All swimmers must shower and remove all bobby pins, hairpins, and other such material before entering the pool or hot tub. After sunbathing, another shower is required to remove all lotions, oils, and non-waterproof sunscreen as introduction of these products may clog the filters. All persons using lotions shall use a towel to protect the furniture and deck area.
3. Persons with open wounds, sores, or skin infections are not permitted in the pool or hot tub.

4. The following are prohibited in the pool and deck area: glass containers, running, horseplay, gum chewing, water guns, noodles, large flotation devices such as rafts, rubber boats, and boogie boards. No animals, including those required by the federal and State Fair Housing Acts, are permitted in the swimming pool or hot tub.
5. Small personal flotation devices for children are permitted when the child wearing the device is accompanied in the pool by someone who can ensure the child's safety. Small aquatic toys are permitted when approved by the Duty Manager, so as not to interfere with other swimmers. No metal toys or glass containers are allowed anywhere on the pool deck.
6. Long hair must be tied back with a clip or rubber band.
7. Bathing suits are required. Board shorts are permitted. Infants and toddlers to prevent contamination of the swimming pool and spa shall wear swim diapers.
8. Diving or jumping into the pool is prohibited.
9. Children under the age of 12 should/must be supervised by their parent, legal guardian, or other responsible adult or person who can ensure the child's safety while using the swimming pool, unless the child is a competent swimmer. A child's parent or guardian shall be responsible for determining if the child is a competent swimmer.
10. Guests at the pool shall number no more than 8 for any one resident family at any time. The pool cannot be reserved. All residents shall have access to the pool, hot tub, and exercise room at any time the Recreation Center is open.
11. Swimmers must dry off completely before entering the Clubhouse, upstairs lanai, or exercise room.
12. Earphones or headphones are required for all personal stereos.
13. All deck chairs and other furniture that has been moved must be returned to its original position. For example, lounge chairs should be side-by-side with backs 3/4 upright.
14. All rubbish must be removed from the premises.
15. An Association barbecue grill is available for use by residents when reserved with the duty manager and a fee paid to offset the cost of professional cleaning (see Clubhouse Community Lanai Use Contract). A gas tank is not provided. Paper products should not be used to light the barbecue grill.
16. The Association, Board of Directors, and Staff are not responsible for any loss, damage, or theft of personal property. Any personal property left in the Recreation Center shall be kept in the office and then disposed of in accordance with law.
17. Anyone who may be adversely affected by the heat or humidity of the hot tub such as young children, pregnant women, and anyone with high blood pressure, should not use the hot tub. Since prolonged exposure to high water temperatures can cause drowsiness and/or raise the blood pressure of any such persons, they should be accompanied by a parent, guardian, or someone who can ensure their safety when using the hot tub.
18. No alcohol will be permitted in the pool and hot tub areas.
19. Please be considerate of others. Disorderly persons will be asked to leave the premises immediately. The Association, Board of Directors, and Staff are authorized to ask any person not complying with the above rules to leave the premises.

XIV. Exercise Room

1. Residents and their guests shall use the exercise room solely at their own risk. The Association, its Board of Directors, Managing Agent, and Manager are not responsible for any injury and/or death to anyone resulting from the use of exercise equipment in the exercise room. Residents are responsible for the conduct and safety of their family members and guests. Individuals should be competent to operate the equipment they are attempting to use.
2. No resident family is allowed to sponsor more than two (2) guests (per-household) to use the exercise room at any given time. The resident shall be held responsible for the actions of all guests.
3. No food or beverages, other than water, are allowed.
4. Tops, shorts, or long pants, and covered shoes are required in the exercise room.
5. The use of equipment is on a "first come, first served" basis. However, courtesy to others should be extended when others are waiting. When finished with a piece of equipment, users should wipe it clean.
6. No audio equipment is allowed without headphones except for the TV sets provided by the Association.
7. Exercise machines are not to be moved.
8. Malfunctions or breakage of machines should be reported to the Duty Manager or to the Board.

XV. Clubhouse Community Lanai

1. Only residents and their guests may use the Clubhouse Community Lanai.
2. Reservations for the use of the Clubhouse Community Lanai are required, may be made with the Duty Manager or the Chairperson of the Clubhouse Committee, and will be taken on a "first come, first served" basis. See the Clubhouse Community Lanai Use Contract.
3. The Board of Directors shall establish and post appropriate fees for the use of the Clubhouse Community Lanai and Association owned barbecue grills.
4. No wet clothing is permitted in the Clubhouse Community Lanai.
5. Pool deck furniture is not permitted in the Clubhouse Community Lanai.
6. Removal of furniture from the Clubhouse Community Lanai is prohibited.
7. No smoking, loud noise or rough play is permitted in the Clubhouse Community Lanai.
8. Reservations for the use of the Clubhouse Community Lanai may be refused for those who do not comply with the rules.
9. Reservation of the Clubhouse Community Lanai does not give exclusive use of the Recreation Center's other facilities.
10. Reservations for the Clubhouse Community Lanai will be primarily for the community on the following days, or other days as determined by the Board: New Year's Day, Presidents Day, Super Bowl Sunday, Easter, Mother's Day, Memorial Day, Father's Day, July 4th, Labor Day, Thanksgiving, Christmas Eve, Christmas Day, and New Year's Eve.

- a. If no reservation is made for the community then reservations for the Clubhouse Community Lanai can be reserved on a “first come, first served” basis.
 - b. Reservations cannot be made more than 60 days in advance.
11. All activities must cease, and clean up accomplished in the Clubhouse Community Lanai by 10 p.m., at which time it must also be locked and vacated. All furniture must be returned to its original position, all tables and countertops must be wiped clean, and all trash must be removed.
 12. The alarm system is set automatically at 10:55 p.m. All individuals must be out of the Recreation Center before 10:55 p.m., or the alarm will summon the police. If the police are dispatched for an alarm call caused by late closure of the Recreation Center, the homeowner/resident shall be held accountable for paying the cost associated with the alarm activation.
 13. Residents and guests may not loiter in the Recreation Center parking area at any time during a Clubhouse Community Lanai activity.

XVI. Use of the Hu’elani Clubhouse Apartment

The Association Clubhouse Apartment is operated as a long-term rental property. The tenant of the Clubhouse Apartment is considered a Resident of the Community and has access to the facilities subject to all of the rules that apply to other residents.

XVII. Refuse

1. Refuse containers should be placed on the curb before 6 AM on the days of trash pickup, but no earlier than the evening prior and cannot remain at the curb longer than a total of 24 hours. There should be no refuse containers on the street on the morning following the day of pickup.
2. The trash, green waste, and mixed recyclables pickup schedule is available on the Hu’elani website, on the Community Calendar Page.
3. All household trash must be securely contained in plastic bags that are tied or otherwise sealed to prevent the contents from spilling out.
4. All refuse containers must be stored within the unit's fenced area or garage. Trash containers are not to be overfilled, and trash bags are not to be placed outside of trash containers.
5. Bulky items must be taken away by the residents or stored inside the units until the evening before the scheduled pickup date. Regularly scheduled Bulky Item Pickup is not available in Hu’elani. An immediate fine of \$250 may be imposed for each occurrence of bulky items that are left outside when no collection is scheduled.

XVIII. Severability

If any provision of these rules or the application thereof to any person or circumstance is held invalid, the invalidity does not affect other provisions or applications of these rules, which can be given effect without the invalid provision or application, and to this end the provisions of these rules are severable.

XIX. Non-Discrimination Policy

Pursuant to Hawai’i Revised Statutes (“HRS”) Chapter 515, Title VIII of the Civil Rights Acts of 1968 as

amended by the Fair Housing Amendments of 1988, and our non-discrimination policy, the Association does not discriminate on the basis of race, sex (including gender identity or expression and sexual orientation), color, religion, marital status, familial status, ancestry, disability, age or HIV (human immunodeficiency virus infection) in housing or real estate transactions. It is our policy to extend to all individuals the full and equal enjoyment of the advantages, facilities, privileges and services consistent with HRS Chapter 515 and the Federal Fair Housing Laws. When providing services and facilities or enforcing the rules within the community, the Association will not allow discrimination, except as permitted by law. In particular, the Association will not treat any person unequally:

1. In granting or withholding any approval or consent required under the Association's rules.
2. In enforcing requirements of the Association rules about occupancy restrictions or use of the recreational facilities which might unlawfully restrict families with children.
3. In connection with requests of disabled occupants or visitors to the community to have guide dogs, signal dogs, or other animals required because of the occupant's or visitor's disability; except that if the animals become a nuisance to others they will not be permitted within the community and will have to be removed.
4. In processing requests of disabled occupants to: (i) make reasonable modifications to an apartment or the common areas at their own expense; and (ii) have reasonable exemptions from requirements of the Association rules, to enable those occupants to have full use and enjoyment of the Common Elements of the community.

The Board will suspend any requirement of the Association rules which, if enforced, could result in unlawful discrimination. If, however, a resident of the community or a visitor is requesting: an animal; modifications to an apartment or to Common Elements of the community; or an exemption from the rules because of a disability, the Association will require written confirmation of the disability from a physician or other qualified person, including a statement from the physician or other qualified person as to the reasonable accommodation which is being requested. Please contact the Managing Agent if you have any questions.

City and County of Honolulu Bicycle Regulations

MAYOR'S MESSAGE

We are pleased to issue this booklet which describes the responsibilities of owning and riding bicycle on the Island of Oahu.

The City and County of Honolulu wants you to enjoy your bicycling, but it also is important to make our roadways safer for all who use them. That is why we are asking you to familiarize yourself with the basic laws. It is important, too, that motor vehicle operators and pedestrians know what they can or cannot do ekes bicyclists are sharing the street.

This publication is an informal guide in the City's ongoing program to provide customer satisfaction. For the exact wording of the laws or rules, you are encouraged to consult the Hawaii Revised Statutes for regulations marked Sec. 249 through 294 and the Traffic Code of the City and County of Honolulu for regulations marked Sec. 15.

I very much appreciate your interest and cooperation

Mufi Hannemann (signed)

MUFI HANNEMANN
Mayor of Honolulu

City and County of Honolulu Bicycle Regulations

Definitions (Sec. 291C-1)

- 1) A bicycle is a vehicle operated solely by human power and has two tandem wheels on which people may ride. A bicycle also may have two front or two rear wheels. Toy bicycles are not included in this definition.
- 2) A bicycle lane is a portion of any roadway which is reserved for the use of bicycles.
- 3) A bicycle path is a bicycle lane that is physically separated from a roadway.
- 4) A bicycle route is any highway that is signed for use by bicycles and pedestrians or bicycles and motor vehicles or shared by all three.
- 5) "Bikeway" means a bicycle lane, path or route.
- 6) A roadway is any publicly maintained way which is open to public use for vehicular travel.
- 7) A vehicle is a device that transports persons or properly on a roadway and includes bicycles.
- 8) A toy bicycle is a device moved by human power and having two wheels (Including bicycles with two front or two rear wheels whose seat height is not more than 25 Inches from the ground when the seat is adjusted to the highest position; or scooter or similar device regardless of seat height).

Bicycle lane markings (Sec. 291 C-38)

When there are official signs or pavement markings (indicating) a bicycle lane, a solid white line separates a bicycle lane from a motor vehicle lane for moving in the same direction.

Bicycle tax (Sec. 249-14)

All bicycles with two tandem wheels, 20 Inches or more in diameter, are required to be registered and shall be subject to a permanent registration fee of \$15 to be paid by the owners thereof to the City Budget and Fiscal Director. After payment of the fee, the owner will be provided with a decal to be attached to the bicycle. The decal is to be placed on the frame's seat tube facing the forward direction.

There shall be a fee of \$5.00 when transferring registered ownership of a bicycle.

Exemption from tee and tag (Sec. 249-14.3)

All new bicycles acquired for sale by a business are exempt from the tax but upon being sold the dealer will (1) have the buyer complete the license application form, (2) give the buyer a completed copy of the form and (3) send the other copies to the Finance Department along with the tax and fees collected tom the buyer.

The decal and certificate of registration will he mailed to the new owner.

Until the owner receives them, he or she should carry a copy of the completed application when using the bicycle on a roadway.

Seizure and sale of nonregistered vehicles (Sec. 349-15)

Any bicycle having no decal as described in the previous section is subject to impoundment by City officials. The owner has 10 days in which to recover the vehicle by paying the tax due and a \$1.00 penalty. Unclaimed bikes will be sold at public auction after a five-day public notice is given through advertising in a newspaper or posted notices in at least three public places. Upon

City and County of Honolulu Bicycle Regulations

the sale of a bike, any money received beyond the tax and fees due plus the cost of advertising will be given to the vehicle's owner, if the owner can be located in 90 days, the money will be kept by the City.

Duplicate bicycle decals (Sec. 249-16)

If you lose your decal, you may obtain a duplicate for \$2.00. Just present the number and registration of the bicycle involved to the City.

False decal, penalty (Sec. 249-17)

Any person who uses an unauthorized or expired decal, counterfeits a decal or fraudulently removes a decal from any bicycle shall be fined up to \$500.

Bikeway Fund (Sec. 249-17.5)

All taxes collected for bicycles are deposited in the City and County of Honolulu bikeway fund to be used for:

- 1) Establishing, designing, improving and maintaining bikeways, including installing and repairing storm drains and bridges;
- 2) Installing, maintaining and repairing bikeway lights and power, including replacing old lights;
- 3) Controlling bikeway traffic and preserving safety in the bikeway;
- 4) Paying interest and redeeming bonds issued to finance bikeway construction and improvements;
- 5) Promoting bicycling transportation and recreation

Accidents (Sec, 291C-12, 291C-13, 291C-14)

The driver of any vehicle who is involved in an accident which results in injury or death or damage to vehicle or property must immediately stop at or near the scene of the accident and exchange information with the party or parties involved.

Information should include one's name and address and registration of the vehicle involved.

Assistance to the Injured should also be given, including arrangements for medical treatment.

When property damage occurs to an unattended vehicle, driver must try to locate the owner and, if not possible, leave his or her name and vehicle registration number in a conspicuous place.

Then the driver must contact the nearest police station.

Payment from which insurer (Sec. 294-5)

In an accident, where the injured person is a pedestrian or bicyclist, the insurer for the vehicle which caused accidental harm pays the costs. If there is no insurance for the vehicle, any other no-fault insurance applicable to the injured person shall apply.

Driving on a bikeway (Sec. 291 C-123)

Vehicles other than a bicycle are not allowed on the bicycle lane or bicycle path except;

- 1) When making a turn, lane change or parking maneuver;
- 2) When driving an emergency vehicle or any other official government vehicle in the performance of duty;
- 3) When a vehicle stalls or breaks down;

- 4) When assisting a stalled or damaged vehicle;
- 5) When yielding the right-of-way to an emergency vehicle; and
- 6) When following some special provision of the law.

Pedestrians on roadways (Sec. 291C-76)

- 1) Where there are sidewalks, it is unlawful to walk on the adjacent roadway bicycle path or bicycle lane.
- 2) When there are no sidewalks, pedestrians are to walk on the left side of the roadway or its shoulder facing traffic approaching from the opposite direction.

Effect of regulations (Sec. 291C-141)

It is a misdemeanor for you to commit any forbidden act or fail to perform any act required in this part (Sec. 291C).

The parents at any child shall not authorize or permit their child to violate this chapter.

These bicycle regulations apply whenever a bicycle is used on a roadway or bicycle path.

Traffic laws apply to bicyclists (Sec. 291C-142)

Bicyclists using a roadway have all the rights and duties applicable to the driver of a motor vehicle, except as stated by special bicycle regulations and except for those provisions which by their nature cannot be applied to bicyclists.