



**AOAO**

# **Pokai Bay Beach Cabanas**

OCTOBER 2020

**House  
Rules**

# Welcome

The primary purpose of these House Rules is to help protect all AOA common areas from damage, and occupants from annoyance and nuisance arising from improper use of the Pokai Bay Beach Cabanas (PBBC and/or Property), and also to help protect the reputation and desirability of the Property by promoting maximum enjoyment and comfort of all owners and occupants.

## Association of Apartment Owners Pokai Bay Beach Cabanas

85-933 Bayview St  
Waianae, Hawaii 96792

**Office Phone: 808-696-5100**  
**Resident Manager #116**

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# SECTION 1: GENERAL

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## A. Introduction

The primary purpose of these House Rules is to help protect all AOAO common areas from damage, and occupants from annoyance and nuisance arising from improper use of the Pokai Bay Beach Cabanas (PBBC and/or Property), and also to help protect the reputation and desirability of the Property by promoting maximum enjoyment and comfort of all owners and occupants.

# SECTION 2: ENFORCEMENT AUTHORITY

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## A. Right to Enforce

1. The full authority and responsibility of enforcing these House Rules may be delegated to a Managing Agent or Resident Manager (RM) by the Board of Directors (ie: governing documents - Board of Governors) of the PBBC Association of Apartment Owners (Association).
2. The Association has adopted these House Rules according to the PBBC By-Laws (By-Laws). These House Rules supersede all prior versions. The Board of Directors may amend these House Rules at any time as provided for in the By-Laws of the Association.
3. **All owners, occupants, tenants, guests, their family members, and their agents (such as a real estate broker/company or any individual who is empowered to act on behalf of the owner) shall be bound by these House Rules and by the standards of reasonable conduct/behavior, whether covered by these rules or not.**
4. Owners are responsible for the conduct of their family members, tenants, guests, and visitors. **See Section 19 A**
5. Infractions of House Rules are subject to citations and fines.  
See Section 3: Authority For Rules, Section 20: Fines For Violations
6. Complaints and/or suggestions regarding the Property shall be made in writing to the Board, RM, or Managing Agent.

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7. The RM has the authority to bar any undesirable persons or activities from the Property at his/her discretion.
  8. Each owner shall be provided one copy of the House Rules, as revised, at no cost. Additional copies are available at nominal cost from the Office. Each owner or owner's authorized agent is responsible for providing a copy of the House Rules to any person occupying the owner's apartment.
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## SECTION 3: AUTHORITY FOR RULES

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### A. Hawaii Revised Statute (HRS) 514B – Condominium Property Act

Condominium Property Act	Among other things, provides that all persons who enter upon and use PBBC must comply with the provisions of the Declaration, the By-Laws, the House Rules, and other lawful determinations of the Association (collectively, "Project Documents").
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### B. Association Governing Documents

By-Laws	The Association's By-Laws provide that the Board of Directors may, from time to time, adopt, modify, amend, and/or revoke in full or in part any rules and regulations set forth in the House Rules as it deems to be in the best interest of the Association. Any modifications and/or amendments to the House Rules shall be binding on all occupants and all persons who use the Property.
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### C. Other Applicable Laws

Fair Housing  State and Federal	Federal and State of Hawaii Fair Housing Acts (FHA). None of the provisions of the Association's documents are intended to be in contravention of the FHA. The Board will at all times comply with the FHA when acting upon requests by disabled residents to make reasonable modifications, at their cost, to apartments and/or to the common elements of the Association facilities, if the proposed modifications are necessary to enable them an
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equal opportunity to use and enjoy their apartments and/or the common elements, as the case may be.

These accommodations may be required to be removed at the resident's expense upon moving out.

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Landlord  
Tenant Code  
HRS 521

As may be required by the Condominium Property Act, the Association shall adhere to the Residential Landlord Tenant Code (Chapter 521, Hawaii Revised Statutes), which sets forth the law governing the rental of dwelling units and the rights and obligations of landlords and tenants of dwelling units, and the Real Estate Brokers and Salespersons law (Chapter 467, Hawaii Revised Statutes), if applicable.

Real Estate  
Brokers &  
Salesperson  
Law  
HRS 467

## **D. Non-Discrimination Policy**

HRS 515  
Title VIII Civil  
Rights Act  
Fair Housing

Pursuant to Hawaii Revised Statutes Chapter 515 (Discrimination in Real Property Transactions law), Title VIII of the Civil Rights Acts of 1968 (i.e., the Fair Housing Act) as amended by the Fair Housing Amendments, and the Association's nondiscrimination policy, PBBC does not discriminate on the basis of race, sex, including gender identity or expression, sexual orientation, national origin, color, religion, marital status, familial status, ancestry, disability, age, or HIV in housing or real estate transactions. It is our policy to extend to all individuals the full and equal opportunity to enjoy the advantages, facilities, privileges, and services consistent with Hawaii and Federal Laws.

When the Association offers services, makes facilities available, or enforces the rules at PBBC, the Association will not treat any person unequally: In granting or withholding any approval or consent requests, as may be required under the Association's Governing Documents.

Refer to Section 17: Pets and Assistance/Service Animals



## SECTION 4: TREATMENT OF EMPLOYEES AND BOARD OF DIRECTORS

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### A. Harassment, Interference of Duties, Threats and/or Assault

1. Employees of the Association, whether directly hired by the Association or vendor contracted personnel, shall not be subjected by an owner, occupant, or guest to harassment, interference of duties, threats, and/or assault.
2. The Association will not tolerate any intimidating, abusive, harassing, threatening or hostile behavior directed toward any Board member, Association employee or staff, including contracted personnel. This behavior includes, but is not limited to: unwanted physical contact; physical or verbal threats or aggression; insults; offensive and/or intimidating behavior; the use of abusive, profane or obscene language; name calling; the use of derogatory terms and racial or ethnic slurs; all forms of harassment, including sexual harassment and cyber bullying. If any owner, occupant, guest, and/or family member thereof engages in such behavior, they may be subject to fines and/or legal action.

When any person is advised of a complaint or violation, the RM shall be accorded due respect. In such instances, the RM's instructions must be obeyed promptly.

Abuse in the form of interference, verbal threats, harassment, or any physical threat or contact directed at any Association employee, its agents, Board Members, their families, or Association contractors shall result in a **\$500 fine and/or legal action.**

## SECTION 5: RECKLESS CONDUCT TOWARD OTHERS

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### A. Acts of Violence

1. Physical fights, acts of domestic violence, or any type of physical and/or verbal assaults directed against any individual while on PBBC property are prohibited at all times.
2. Any such behavior may result in fines being assessed against the owners and/or occupants, as well as the institution of legal actions, including possible eviction of the tenants responsible for any such behavior

3. Physical violence of any sort or the brandishing of weapons of any sort or within the boundaries of the property is prohibited. Violation of this House Rule shall result in immediate fine and/or eviction.
4. Anyone involved with using, selling or dealing illegal drugs will be subject to immediate fine and/or eviction.
5. The Association will not be liable for any personal injury caused by others.

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## SECTION 6: DEFINITIONS

### A. Definitions to Know

Agent	Any person or business authorized to act on behalf of any owner who has provided the Association with the evidence of that authority.
AOAO or Association	Association of Apartment Owners (AOAO): All the owners of PBBC acting as a group in accordance with the Declaration and By-Laws of the AOAO and Chapter 514B, Hawaii Revised Statutes.
Assault	The threat or use of force on another that causes that person to have a reasonable apprehension of imminent harmful or offensive contact.
Assistance Animal	Animals upon which disabled owners, occupants, or guests depend for assistance.
Board of Directors	Board of Directors (BOD), Board of Governors (BOG): The representative of the AOAO in all matters relating to the operation of PBBC.
Emergency	<p>An urgent need for assistance or relief such as finding the source of a water leak, fire or life-threatening event.</p> <p>This also includes any Natural Disasters and or Emergency orders declared by any local, state or federal agency.</p>

Guest	Individuals who occupy an apartment at PBBC at the invitation of a PBBC resident and are not paying rent.
Harassment	<p>A person commits the offense of harassment if, with intent to harass, annoy, or alarm any other person, that person:</p> <p><b>(a)</b> strikes, shoves, kicks, or otherwise touches another person in an offensive manner or subjects the other person to offensive physical contact;</p> <p><b>(b)</b> insults, taunts, or challenges another person in a manner likely to provoke an immediate violent response or that would cause the other person to reasonably believe that the actor intends to cause bodily injury to the recipient or another, or damage to the property of the recipient or another;</p> <p><b>(c)</b> repeatedly makes telephone calls, facsimile transmissions, or any form of electronic communication (including electronic mail transmissions) without purpose of legitimate communication;</p> <p><b>(d)</b> repeatedly makes a communication anonymously or at an extremely inconvenient hour;</p> <p><b>(e)</b> repeatedly makes communications, after being advised by the person to whom the communication is directed that further communication is unwelcome; or</p> <p><b>(f)</b> makes a communication using offensively coarse language that would cause the recipient to reasonably believe that the actor intends to cause bodily injury to the recipient or another, or damage to the property of the recipient or another.</p>
House Rules	The rules and regulations adopted by the BOD in accordance with PBBC Declaration and By-Laws that generally prescribes the mandatory principles, governing conduct and/or actions by owners, residents, guests, tenants, visitors and AOAO contracted vendors to PBBC.
Managing Agent	The firm retained by the AOAO for management.
Occupant	Any person lawfully occupying an apartment for any period of time, including an owner, his/her family members, a tenant, or a guest.
Owner	The legal owner(s) of an apartment as recorded with the State of Hawaii Bureau of Conveyances.

Property/ Premises	Property or Premises: The entire condominium project, consisting of all apartments and common elements of PBBC.
Resident	<p>Any person, including an owner, his/her family members, or tenant of an owner, who reside at PBBC and whose names are recorded on the ownership/rental/lease documents/agreements and/or Pre-Screening Application form for the apartment.</p> <p>A resident shall not include guests or visitors.</p>
Resident Manager (RM)	The individual responsible to run the day-to-day operations of the PBBC property and enforcing the Declaration and By-Laws (the "Project Documents") of the AOA, including Board policies, House Rules and any other applicable State or Federal Laws as required.
Tenant/s	Any person/s renting or leasing an apartment from an owner, or an agent of an owner.
Threat	<p>A person commits a threat by intending to inflict, by word or conduct, pain, injury, damage, or other hostile action to another person, or serious damage or harm to property, including the pets, of another.</p> <p><b>(a)</b> Declaration of an intention or determination to inflict punishment, injury, etc., in retaliation for, or conditionally upon, some action or course, including terroristic threatening.</p> <p><b>(b)</b> To cause, or in reckless disregard of the risk of causing evacuation of the building.</p>
Visitor	All persons who are not residents or guests, including service/trade representatives and contractors called by an owner/owner representative/resident/agent.

## SECTION 7: APARTMENTS AND PREMISES

### A. Use and Occupancy

1. Apartment owners, family members, tenants, and guests shall not:
  - (a) use the apartments for any purpose that will injure the reputation of PBBC;
  - (b) permit anything to be done or kept in the apartment or elsewhere on the premises that will interfere with or unreasonably disturb the rights of others; or
  - (c) permit anything to be kept on the premises, including in apartments, that will reduce the value of PBBC.
2. The apartments at PBBC shall be used for residential purposes. Conducting business within or from an apartment is prohibited if:
  - (a) its existence is apparent by sight, sound, or smell from the exterior of the apartment;
  - (b) it is not in conformity with zoning requirements;
  - (c) it involves persons, who do not reside at the Property, coming to PBBC;
  - (d) it causes an increase in PBBC's insurance obligations;
  - (e) it violates State or Federal Law;
  - (f) or it is a nuisance, is hazardous, or is otherwise offensive or inconsistent with the residential character of PBBC;
3. Owners shall be responsible for designating a local agent to represent their interest if their residence is outside of Hawaii or if they will be absent from the island of Oahu for more than 30 days. (HRS 521-43)

(a) Such owners shall file with the RM their out-of-town address and telephone number and the name, address and telephone number of their local agent.

(b) The Resident Information Card is available for this purpose at the Office.

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4. The number of persons residing in an apartment shall not exceed the maximum allowed by law.

(a) The number of occupants in an apartment is stated in the approved Pre-Screening Application or rental agreement/lease and cannot be permanently changed without the owner or agent first notifying the RM. Pre-Screening procedures apply.

(b) The number of occupants may only temporarily be changed for visiting guests.

(c) All visiting guests staying beyond 72 consecutive hours, to include agents of the owner, shall register with the RM.

(d) The names of all occupants in the apartment, including phone contact information, shall be provided to the RM and updated when changes occur.

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5. (a) An apartment owner or tenant shall be responsible for all conduct, actions or omissions of his/her/its agents, guests, visitors, vendors and/or contractors residing, visiting and/or providing services to the apartment and acting on behalf of the owner.

(b) The apartment owner or tenant shall ensure that any agent, guest, visitor, vendor and/or contractor, while at PBBC, does not behave in a manner that is offensive to any other occupants of the Property nor damage any portion of the common elements.

(c) If the conduct/behavior of the above noted person(s) causes an unreasonable disturbance or nuisance to other occupants, the RM, with the advice and consent of the BOD, may use such reasonable means as necessary to have the offending person(s) warned and fined in accordance with the House Rules and/or removed from PBBC.

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6. If tenants are evicted from any apartment for House Rule infractions at PBBC by the owner or at the request of the BOD, the Board may prohibit said person(s) from renting another apartment at PBBC.

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7. Any use of the apartments or conduct of occupants which would increase insurance premiums or have an impact upon insurance coverage is prohibited. Any increase of premiums caused by the conduct of the occupants of an apartment will be assessed to the owner of that apartment.

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8. Soliciting of goods or services, or dispensing of handbills or religious tracts, is not permitted on the premises; provided that solicitation of proxies or distribution of materials relating to Association matters on the common elements by apartment owners shall be allowed in accordance with HRS 514B.
  9. Storage and use of fireworks, explosives, or hazardous or noxious materials are **NOT ALLOWED** on the premises at any time.
  10. In the event of an emergency, such as a water leak or fire, the RM or any Association employee may enter an apartment alone, if necessary, in order to abate and/or assist in the emergency. (HRS 514B – 137b)

Reasonable efforts shall be made immediately to notify the unit owner or tenant of the emergency need to access the unit.

## Section 8: RENTAL PRE-SCREENING

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### A. Rental Pre-Screening Procedure

1. No rental may be affected without the approval of the PBBC Rental Screening Committee.
2. The Board reserves the right to institute a legal action to remove tenants for falsifying items on the rental agreement.
3. Owner/agent shall contact the RM to submit a completed and signed copy of the Rental Pre-screening Application to request the required interview. When requesting an interview, the RM then schedules an interview with the agent/prospective tenant and the PBBC Pre-Screening Committee.
  - (a) RM must schedule interviews with the prospective tenants within 72 hours of receipt of the PBBC Rental Pre-Screening application.
  - (b) RM will notify agent/owner of the PBBC Pre-Screening Committee findings.
  - (c) This procedure should take no longer than seven (7) days.

**NOTE:** PBBC House Rules Section 7A (6): If tenants are evicted from any apartment for House Rule infractions at PBBC by the owner or at the request of the BOD, the BOD may prohibit said person(s) from renting another apartment at PBBC.

## SECTION 9: RESIDENT REGISTRATION

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### A. Resident Information Card

1. Owners and agents shall be responsible for ensuring that their tenants and guests complete the Resident Information Card with the Office.
2. Information on the Resident Information Card shall be kept current by the occupying resident.

Residents shall be responsible for ensuring the Resident Information Card is updated with current information such as:

- Resident/s phone number
  - Emergency contact and phone number
  - (Email address if possible)
3. Guests who are on the premises for more than **72 consecutive hours** shall be required to register with the RM.

## SECTION 10: ACCESS GATES AND ACCESS KEYS

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PBBC utilizes 24-hour surveillance cameras.

### A. Gates and Access Keys

Access keys for exterior gates are issued by Resident Manager to owners or their agents.

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### B. Replacement Keys

Replacement keys may be purchased by the owner/agent through the PBBC Office.

- First (1<sup>st</sup>) time replacement of access key: \$50 fee to be assessed to apartment owner
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- Second (2<sup>nd</sup>) time replacement of same access key: \$100 fee to be assessed to apartment owner
  - Third (3<sup>rd</sup>) time replacement of same access key: \$150 fee to be assessed to apartment owner. Further replacements of same access keys will result in a \$150 charge for each replacement.
  - Stolen access keys will be replaced ONLY if a police report is filed AND a copy of the police report is provided to the RM.
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### **C. Access Door Tampering**

Any resident and/or occupant tampering with the access doors in any way will be fined and charged the cost of repairs necessitated by the tampering or said cost will be assessed to the owner of the respective apartment.

- First (1<sup>st</sup>) offense: \$100 fine plus actual cost to repair damage to access door, frame, locks, and any other structure connected to the access door.
  - Second (2<sup>nd</sup>) offense: \$200 fine plus actual cost to fix access door, frame, locks, and any other structure connected to the access door.
  - Third (3<sup>rd</sup>) offense: \$300 fine plus actual cost to fix access door, frame, locks, and any other structure connected to the access door, and/or the institution of a legal action plus attorney's fees.
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### **D. Entrance Access (unescorted or no access key)**

#### **Property is under 24-hour surveillance cameras.**

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Anyone allowing a non-resident or non-owner entrance onto the property without the proper PBBC access key or unaccompanied by a PBBC registered resident shall be fined.

- First (1<sup>st</sup>) offense: \$100 fine
  - Second (2<sup>nd</sup>) offense: \$200 fine
  - Third (3<sup>rd</sup>) offense: \$300 fine and/or institution of a legal action
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## E. Lock outs

1. Forgot your access key and need to contact the RM to let you in:
  - Calls will be accepted at **808-696-5100**
  - **Calls ONLY between the hours of 8:00 AM and 9:30 PM**
2. Fees will be in place:
  - **First (1<sup>st</sup>) offense: \$50 fine**
  - **Second (2<sup>nd</sup>) offense: \$100 fine**
  - **Third (3<sup>rd</sup>) offense \$150 fine and/or eviction**

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## SECTION 11: Move IN/Move OUT and DELIVERIES

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### A. Prior to Moving In

1. Prior to moving in, each tenant must present a completed Resident Information Card to the RM with current Driver License, State ID or Military ID.
2. Any damage caused to the common elements of PBBC as a result of move-ins/move-outs, shall be repaired by the Association at the expense of the owner and/or persons who caused the damage.
3. Moves shall be between the hours of 8:00 AM and 5:00 PM any day of the week.

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## SECTION 12: PARKING and VEHICLES

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**Resident Manager has a designated stall in the PBBC parking lot.  
(formerly known as the car wash area)  
Absolutely no other vehicles shall be permitted to park in the Resident Manager stall.**

### A. Parking

1. Parking stalls are available to residents only and are on a first-come basis.
2. Parking stalls will be limited to one (1) stall per apartment of occupancy.

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3. Only one (1) vehicle of any kind may be parked within a stall. No tandem parking.

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4. Vehicles must be parked at all times within the designated area of a parking stall so that it will not interfere with the free flow of traffic in the parking area. Vehicles must be parked within the white lines and must not extend onto the sidewalk or extend beyond the white lines at the rear of the vehicle.

No parking in front of dumpsters at any time. Vehicles must not interfere with the removal/emptying of the dumpsters. A vehicle impeding the emptying of the dumpsters will result in a \$75.00 fine plus towing fees.

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5. Vehicles must be used or moved every 72 hours.

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6. Parking stalls shall not be used as a storage area.

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7. Unnecessary vehicle horn blowing and loud noise from revving vehicle engines is not permitted on the property, and the volume of any vehicle sound system/s must be set so that the sound does not extend beyond the vehicle.

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8. All parked vehicles must be in operating condition with up-to-date registration, safety stickers and insurance. A vehicle without a current City Registration and Safety inspection is considered a derelict vehicle. Derelict vehicles are subject to towing at the vehicle owner's expense.

Only vehicles with current insurance, safety inspection and city registration are eligible to be registered. Unregistered vehicles, illegally parked vehicles, derelict vehicles or vehicles parked in violation of the parking policies or House Rules may be towed away at owner's expense, in accordance with Section 290-11 of the Hawaii Revised Statutes.

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9. Residents with a rental vehicle will be required to produce the rental agreement of the vehicle. No other persons are approved to park on PBBC property.

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10. Washing of any vehicle will NOT be permitted on the premises.

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11. No boats/trailers/recreational vehicles shall be parked on the premises.

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12. Any vehicle leaking oil or other substances will not be permitted to park in the parking area until the condition is corrected.
  13. Under no circumstances will mechanical repairs and/or maintenance of any vehicle be made while parked within the parking lot; provided that emergency repairs to start the vehicle and changing flat tires will be allowed.
- 
14. The BOD, Association, employees or agents shall not be responsible for any loss, theft or damage to any automobile, truck, SUV, motorcycle, or contents parked in the parking area at any time, regardless of whether or not such vehicle is operated or parked in accordance with PBBC parking policies and rules and regardless of who caused said loss of damage. Vehicles parked on the premises are at the full risk of the owner, driver or passenger of such vehicles.

## SECTION 13: APARTMENT INTERIOR & LANAI

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### A. Board Approvals Required

1. No signs, awnings, air conditioning units, radio antennas, satellite devices, etc. shall be attached to the outside walls of the building or to the exterior doors or lanai without prior written approval of the BOD.

### B. Window Coverings

1. Drapes and sunshades shall be beige/white in color and in good condition.

### C. Laundry Equipment

1. No washing machines or dishwashers shall be allowed in apartments.

### D. Electrical Power, Cords and Hoses of Any Kind

- 1.

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For health and safety reasons, the electric power must be turned on/available when the apartment is occupied. If the electric service was turned off by HECO because of non-payment of service, the owner/agent shall take action to ensure continuous electricity is available to the apartment.

2.

Electric extension cords or hoses of any kind running through the doorway or windows from apartment to apartment or beyond the confine of the unit is prohibited.

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## **E. Pest Control**

1. Individual residents/owners are responsible for pest control within their apartments to prevent further infestation of roaches, maggots, mice, rats, etc. to neighboring units.

- **This is a Health and Safety Requirement.**
  - **If proper action is not taken by the resident/owner, the RM or Managing Agent has authority to hire a pest control agent and/or housecleaner at the owner's cost.**
- 

## **F. Lanai**

1. Textile items, such as clothing, bathing suits, towels, and rugs shall not be hung from lanai railings. Clothing or laundry shall not be hung in doorways or windows in such a manner as to be in view of the public from the exterior of the building.

2. Balconies or lanais shall not be used as a storage area to store boxes, cabinets, brooms or mops, etc., unless stored in such a manner to be out of view of the public from the exterior of the building. Only furniture/potted plants appropriate for use on lanais may be used thereon.

3. For safety purposes:

- a) No climbing over or jumping off of railings or lanais.
- b) Climbing over railings for entry or passage to other units is prohibited.
- b) Hanging plants are not permitted.

4. Water (other than rainwater) shall not be allowed to overflow or drip from lanais:

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- a) Watering plants, sweeping, mopping, or placing other dripping articles/items on the lanais shall be accomplished in such a manner as not to create dust, a water hazard, or a nuisance to persons residing in lower and/or adjacent apartments, or to persons on the grounds of the premises.
  - b) Containers shall be placed under all potted plants to avoid dripping of water.
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- 5. Mops/rugs will not be shaken from lanai or stairwell landings.
  - 6. Hibachis, gas-fired grills, charcoal grills, or other similar devices used for cooking, heating, or any other purpose shall not be allowed on apartment lanai or within the confines of the apartment or on the Property whatsoever.
  - 7. Flammable fluids such as gasoline, kerosene, naphtha or other explosives or articles deemed unreasonably hazardous to life, limb or property shall not be brought anywhere into the building or onto PBBC Property.
  - 8. No drilling shall be done into concrete floors or ceilings without the express written consent of the BOD.
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### **G. Personal Property on Stairwells, Landings or Hallways**

- 1. No personal property shall be kept or left in the stairwells, landings, or hallways of the Property. (PBBC is not responsible for loss of personal property.)
  - 2. Sweeping out debris from an apartment into the hallway is prohibited.
  - 3. Throwing debris from any portion of the building is prohibited.
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### **H. Smoke Detectors REQUIRED Installation**

- 1. Fully functional battery-operated Smoke Detectors (Alarms) are required in every unit.
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## **SECTION 14: NOISE**

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## A. Quiet Time

1. Quiet shall prevail between 10:00 PM and 8:00 AM daily. Unreasonable noise or commotion is prohibited in common areas of the building and grounds during quiet hours, including the use of vacuum cleaners or other loud appliances.
2. No occupant shall make or permit any unreasonable noise disturbances on the premises, nor do or permit anything to be done to interfere with the rights, comfort, and convenience of other occupants. **Please respect the rights of other occupants.**
3. Work involving noise must be performed only between the hours of 8:00 AM and 5:00 PM, Monday through Saturday excluding State and Federal holidays.

Permission to perform emergency repairs must be obtained from the RM.

In addition; work not involving noise (painting, faucet repairs, etc.) would be allowed on Sundays as well as State and Federal holidays.

4. Talking, radio, telephone, television or other electronic devices shall be kept low enough at all hours to avoid unreasonably disturbing any other occupants. On common areas/lanais, such devices shall be operated with earphones.
5. Residents may report excessive/unreasonable noise at any time to the RM.

## SECTION 15: TRASH DISPOSAL

### A. Trash

1. For sanitary reasons, all garbage, cans, bottles, etc. shall be securely wrapped in non-leaking plastic bags before being placed in trash bins.

Boxes must be flattened before being placed in trash bins.

If one dumpster is full, place your trash in the adjacent dumpster to ensure the lid closes properly.

2. Disposal of BULKY ITEMS in the Association trash bins is strictly prohibited. Bulky items include large personal and household items, appliances, furniture, etc.  
**See: Opala.org**

## **B. Bulky Item Pickup (effective: July 1, 2020)**

1. **City and County of Honolulu has changed their Bulky Item Pickup to By Appointment Only.**

All Bulky Item Pickup must be scheduled in advance according to the Opala.org instructions. The number of pickup times per month is limited. Be sure to contact the RM to schedule and coordinate pickup dates/times for PBBC.

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## **C. Flammables**

1. No flammable materials, such as paint, stain, paint thinner, solvent, gasoline, propane tanks, or combustible materials of any kind shall be put in trash bins.
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## **D. Repair and/or Renovation Materials**

1. Leftover materials from remodeling of any apartment, such as paint cans, carpeting, carpenter's waste, appliances, furniture, etc. shall not be placed in the trash bins. Such materials must be completely removed from the premises by the resident, owner/agent, or responsible contractor.
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# **SECTION 16: COMMON ELEMENTS**

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## **A. Personal Items**

1. No personal items shall be kept in the Common Areas. Any personal items of any kind left in the Common Areas will be removed at the owner's risk and expense by the RM at the direction of the BOD.
  2. The Association will not be responsible for the theft, loss, destruction, or damage of any personal articles.
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## B. Loitering, Littering, Vandalizing

1. No person shall engage in any recreational activity or loiter in such a manner that unreasonably disturbs or impedes normal activity of others in the common areas, including stairways.

The stairwells, walkways, passages, driveway and dumpster area must not be obstructed or used for any other purpose other than ingress or egress.

No loitering in the Common areas of the Property. Loitering and especially loud and extensive conversation, sitting on steps or leaning over railings shall not be permitted.

Owners/residents shall be responsible for the safety of their own family members and guests in the common areas.

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2. Littering at PBBC is strictly prohibited. Discarding of cigarette or cigar butts, food, beverage or food containers, or trash anywhere within the common areas is prohibited. Such items must be discarded in appropriate trash bins.
  3. Skateboards, remote controlled toys, drones, etc. may not be used in the common areas.

Actively flying drones in close proximity to the building or view of any lanai is prohibited.

**PROOF OF REGISTRATION SHALL BE REQUIRED AND ON FILE WITH THE PBBC RM.**

<https://federaldroneregistration.com/hawaii-drone-registration>

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4. Bicycles may be used for ingress/egress onto/from the Property via the driveways and the parking areas but may not be ridden in other common areas. No riding of bicycles, skateboards, skates, razors, scooters, or hoverboards on the premises.
  5. Urinating, defecating, or spitting is prohibited in or on any of the common areas.
  6. Swearing and foul or vulgar language is prohibited at all times and will not be tolerated in the common areas and may result in the assessment of fines and/or the institution of a legal action.
  7. Any occupant or visitor defacing, vandalizing, or damaging any common areas of PBBC will be held responsible for any damages caused and will be subject to fines and/or subject to legal action. Owners will be assessed for damages caused by their tenants, guests, or visitors.
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## C. Mailboxes

1. Mailboxes are considered Federal Property, therefore, no tampering shall be permitted.

It is the responsibility of the owner to issue the mailbox keys to the tenant/s.  
The locks are the responsibility of the owner should they need to be replaced.

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It is your responsibility to discard your unwanted mail in the appropriate trash container.

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## D. Bulletin Board

1. There is NO soliciting within PBBC property and this includes NO posting of signs, notices or advertisements.
2. Any postings to the Bulletin Board must be approved by the RM.

## E. Smoking

1. Smoking and vaping are not permitted on the Common Areas of the Property, however, smoking is allowed beyond the Access Gates.  
Smoking is allowed within condo units, if agreed upon by owner/landlord/agent, as long as ALL DOORS AND WINDOWS ARE CLOSED to keep smoke within its own condo unit.

Smoke emitting from units is prohibited. Smoke must be contained within units and doors/windows must be closed.

Smoking on lanais is absolutely prohibited.

Smoking litter shall be extinguished and discarded properly and not thrown on grounds, landscaping, or common areas.

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## F. Water, Sand and Other Debris

1. Residents should take care not to track water, sand, or other debris into the building. Showers are provided in the garden area to wash sand off feet and body, and are limited to use by apartment owners /occupants and their guests.

## G. Animals

1. Feeding wild birds, feral cats, or any animals is prohibited on the common areas.

## H. Fire Alarm Equipment/System and BBQs

1. Activation of a “false fire alarm” or tampering with any fire equipment is a dangerous nuisance and a violation of Hawaii State Law. Anyone who causes a false alarm will be cited and may be subject to criminal charges and/or legal actions being brought against them.
2. NO Gas BBQs, charcoal or wood burning grills are allowed on the premises, including common areas, condos, and lanais. **THIS IS A SAFETY ISSUE.**

## SECTION 17: PETS AND ASSISTANCE/SERVICE ANIMALS

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### A. Assistance Animals

Assistance animals upon which disabled occupants and/or guests depend for assistance shall be permitted and shall be allowed to walk throughout the common elements while under the control of the animal's handler/owner, by use of a harness, leash, tether, cage or other physical control.

If the nature of the person's disability makes physical control impracticable, or if physical control would interfere with the assistance that the animal provides, the assistance animal must be under the control of the animal's handler/owner by voice control, signals, or other effective means. If an assistance animal causes a nuisance or unreasonable disturbance, the owner thereof will be given an opportunity to rectify the problem by measures which fall short of ejectment of the animal from the Property.

Ejectment will be required only if the Board of Directors reasonably determines that less drastic alternatives have been unsuccessful. If such an assistance animal is ejected, it will nonetheless be allowed to remain at the Property for a reasonable period of time while the owner thereof attempts to find a suitable replacement assistance animal, provided that the problem is controlled to a sufficient degree that the continued presence of the assistance animal during that interim period of time does not constitute an unreasonable imposition upon other occupants.

It is required to register service animals with the RM by providing documentation that verifies a service animal is required for a disability. A letter from a licensed mental health professional stating an animal alleviates the stress caused by a mental or emotional disability is required for all emotional support animals. Any animal that provides a threat, nuisance or disturbance may be banned from the building. Immediate removal may be required if the animal poses a threat to the safety of others. Service and emotional support animal owners are responsible for picking up any feces.

## B. Pets and Registration

1. PETS ARE NOT ALLOWED. Service and Emotional Support animals are allowed as a reasonable accommodation required by the Federal and State Fair Housing Laws of Hawaii.

Financial and all other responsibility for any personal injury or property damage caused to any owner, occupant, guest, employee of the Association and/or Managing Agent or any member of the public shall be that of the pet owner and/or apartment owner. The Association shall not be responsible/liable for any pet on the Property.

2. **Pets are only allowed at the Property if the provisions of Part E, Paragraph 12(h) of the Bylaws is met**, i.e., owners who had pets prior to November 1994 are allowed to continue to have pets and may replace said pets upon their death (“authorized pets”). Owners who purchased an apartment after November 1994 are not allowed to have pets at the Property.

3. All authorized pets must be registered with the RM.

4. Any authorized pet kept on the premises shall not be bred or used for any commercial purpose.

5. Authorized pets are prohibited in the common areas of PBBC except in transit, when they are to be carried or walked on a personally held leash.

6. ABSOLUTELY NO PETS ARE TO BE OUTSIDE OF THE APARTMENT ANYWHERE ON THE ASSOCIATION COMMON ELEMENTS UNLESS THEY ARE ON A PERSONALLY HELD LEASH, CARRIED BY A PERSON, OR WITHIN A CARRIER.

This includes all hallways, landings, stairways walkways, parking lot, and landscaping.

7. No authorized pets shall be allowed to excrete solid or liquid waste on PBBC’s common areas. Owners, tenants, and guests are required to promptly remove any accidental animal droppings or urine from all common areas.

8. The owner of any authorized pet which exhibits aggressive or vicious behavior will be provided **one** written warning by the RM.

If such behavior continues after issuance of such warning, and the Board concludes that the continued presence of the animal presents an unreasonable risk of harm to

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residents and/or guests, upon receipt of a written demand from the Board, the owner of said pet shall remove the animal from the Property.

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9. No pet should be allowed to make excessive noise such as barking, meowing, or bird chirping.
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## SECTION 18: RENOVATIONS AND MAINTENANCE

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### A. Renovations, Structural Changes, Air Conditioners

1. No structural changes shall be permitted in the interior or exterior of the building.

This includes **whether or not to remove a prohibited structure or condition.**

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2. Owners planning to install air conditioners in their apartments shall check with the RM to ensure they obtain and follow standard applicable installation of air conditioners and electrical load.

**Air conditioners must be connected to the drain pipe to avoid spillage off the building. Air conditioners must not drip or pond water onto the lanai floor or over the concrete edge of the building.**

No air conditioning units shall be attached to the outside walls of the building, or to the exterior doors, windows or lanai without prior written approval by the BOD.

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3. No windows or exterior lanai shall be enclosed or covered by any awnings, shades, etc. without prior written consent by the BOD.
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4. Nothing shall be allowed, done, or kept in any apartment or common elements of the property which would overload or impair the floors, walls or roofs thereof, or cause any increase in the ordinary premium rates or the cancelation or invalidation of any insurance thereof maintained by or for the Association.
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5. No apartment owner or occupant shall, without the prior written approval of the BOD, install any wiring for electrical installation of dryers and air conditioning units or any other machine type equipment within the unit or projection whatsoever on the exterior of the building or protruding through the walls, windows or roof thereof.

Unauthorized installations shall be removed at owner's expense.

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## B. Construction/Renovation of Apartments

1. Permitted work hours are from 8:00 AM to 5:00 PM, Monday through Saturday. All workers must be off the property after cleanup no later than 6:00 PM.

In addition; work not involving noise (painting, faucet repairs etc.) would be allowed on Sundays & holidays.

2. The construction and/or renovation of any apartment must be done only by a properly licensed and insured contractor who shall carry all necessary insurance policies. The Office must be notified prior to the start of any interior renovation/construction and be provided with the approximate start dates and times of construction.

3. Any owner intending to make structural changes of any type must comply with any applicable provisions of the Declaration and By-Laws and must obtain prior written approval by the BOD and appropriate building permits.

The BOD may require removal of unauthorized work. The BOD may require inspection of any work by a trade licensed professional (at owner's expense) and may order the removal of any work which has not been approved or which may adversely affect the common elements or the exterior appearance of the Property.

4. Prior to any interior renovation and/or construction, a written Construction/Renovation Application (obtained at the Office) must be filled out and signed by the owner, along with completion date, if known. This form must be submitted with the plans or drawings detailing the work to be done, along with the **approved** City and County of Honolulu building permit. The form and plans, once submitted, will be reviewed by the BOD. No construction can begin without the written approval of the BOD.

5. All contractors must check in with the RM the first time they enter PBBC to do work. They will receive special instructions from the RM regarding asbestos containing material locations and other building rules.

6. Construction violations may result in fines, require the removal of unauthorized work, and/or the imposition of any other costs incurred by the Association, including the costs for removal of construction debris, repairs, legal fees, etc.

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## **C. Maintenance and Repairs**

1. Repair and maintenance of the interior of an apartment is the responsibility of the owner. All apartments, furnishings, and fixtures shall be maintained in such a manner as to prevent damage to the other apartments or the common elements. Costs for damages shall be charged back to the apartment owner causing the damage.
2. All screens, glass louvers, including hallway openings, windows, entry doors and sliding doors will be kept in good repair and are the responsibility of the owner.
3. Any water leaks or hot water heater bursts in any pipes servicing only one apartment shall be the responsibility of said owner to repair and/or maintain.
4. Residents must have all leaky plumbing, including toilets, faucets, water pipes and valves, or tub/shower stalls repaired immediately to not cause damage to other units or common elements.

If there are any electrical or plumbing problems in the apartment, the problem must be reported immediately to the landlord or rental agent.

If the landlord or agent does not repair the problem, the RM shall be notified immediately.

5. Only licensed electrical and plumbing contractors may do any work or repairs to the building and apartments.

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## **D. Water Shutoffs, Notice Requirement for Planned Shutoffs**

1. Water shutoff must be arranged in advance with the RM.
2. Two (2) days is required to give residents notice of a planned shutoff.
3. In an emergency situation, as much notice as possible will be given to the residents.



## SECTION 19: ENFORCEMENT OF HOUSE RULES

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### A. Compliance

- The House Rules apply to all who live or visit at PBBC. The House Rules are enforced equally for everybody, without discrimination. The RM is the on-site authority.
1. The Board has the right to control and administer the use of the common elements pursuant to the PBBC Declaration, By-Laws, and these House Rules. Enforcement of these House Rules may be delegated to the RM.
  3. The BOD may modify and/or amend these House Rules from time to time as may be deemed necessary for the safety, care, and cleanliness of the premises, and to help ensure the comfort and convenience of all the residents of PBBC

### B. Appeals Procedure

1. There is a 30-day right to appeal all violation notices. Grievances may be brought before the BOD by owners or their agents by completing a written Right To Appeal form to the BOD in care of the managing agent or RM. The form is available in the RM's office.
2. The BOD will review the appeal at the next BOD meeting.
3. The decision of the BOD will be the final authority on the disposition of all appeals of the citations and/or fines for violations of the House Rules.

## SECTION 20: FINES FOR VIOLATIONS

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**Unit owners are sent copies of each violation via email or mail.  
All violations, fines and legal fees shall be charged to the unit owner.  
Three (3) violations within a six (6) month period may lead to eviction.**

### A. Non-Violent Offense

1. First offense: Written warning stating the nature of the violation and, if applicable, the time limit allowed for its correction.

Citation #1: Written warning (non-violent offense)

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2. Second offense of same violation: Citation #2: \$50.00 (non-violent offense)

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3. Third offense of same violation: Citation #3: \$100.00 (non-violent offense)

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4. Fourth offense of same violation: Citation #4: \$150.00 (non-violent offense) and referral for legal action plus attorney and court costs.

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5. \$75.00 Parking violation for impeding the emptying of the trash dumpsters
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Three violations by any resident of any of these House Rules within a six-month period may result in the institution of legal action, including possible eviction of a tenant. Any and all legal costs shall be charged to the unit owner.

### B. Immediate Fine for Dangerous Acts

Dangerous Acts include but are not limited to: starting a fire, inflicting bodily injury on another person, or communicating threats to persons, and/or committing a premeditated act of destruction to another person's property or an aggressive pet's behavior.

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1. An immediate fine of \$100.00 can be assessed to any person involved with or conducting a dangerous act.

First offense: \$100.00 (violent act)

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2. Second offense of same violation: \$200.00 (violent act)

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3. Third offense of same violation: \$300.00 (violent act) and referral for legal action plus attorney and court costs charged to the unit owner.

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One incident involving physical violence of any sort may result in immediate eviction.

### **C. Access Gates and Keys (Section 10)**

1. First (1st) replacement of access key: \$50 fee to be assessed to apartment owner.

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2. Second (2nd) replacement of same access key: \$100 fee to be assessed to apartment owner.

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3. Third (3rd) replacement of same access key: \$150 fee to be assessed to apartment owner. Further replacements of same access keys will result in a \$150 charge for each replacement.

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4. Stolen access keys will be replaced **ONLY** if a police report is filed **AND** a copy of the police report is provided to the RM.

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### **D. Treatment of Association Employees and Board of Directors (Section 4)**

1. Any forms of abuse as noted in Section 4-A shall result in a **\$500 fine** and/or legal action plus attorney fees and court costs charged to the unit owner.

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## E. Pets and Animal Behavior

These rules shall apply to all owners, residents and any guests.

Three (3) violations within a six (6) month period can lead to eviction.

Any legal costs incurred will be at the cost of the unit owner.

1. After one (1) written warning notice to a pet owner, regarding their pet's behavior for nuisance or unreasonable disturbance, fines shall be in effect up to and including removal from PBBC property. \*Disturbance such as noise, defecating in common areas, etc.

See House Rule Fines Section 20 A and B

2. After a fourth (4th) written House Rule violation notice within a two (2) month period regarding the same violation for nuisance or unreasonable disturbance, said pet owner shall be required to remove the pet from PBBC property. \*Disturbance such as noise, defecating in common areas, etc.

See House Rule Fines Section 20 A and B

3. After one (1) written warning notice for aggressive or vicious behavior, if such behavior continues beyond fifteen (15) days after the written warning and the board concludes that the continued presence of the animal presents an unreasonable risk of harm to residents and/or guests, upon notice of demand by the board, the owner of said pet shall immediately remove the animal from the property.

Failure to comply shall result in the legal process plus attorney fees plus House Rule violation fines under Section 20 B.

## DISASTER PREPARDNESS INFORMATION TIPS

In the event of a City, State or Federal declared emergency  
all residents must follow the governmental instructions.

**It is the responsibility of the residents to educate, plan and prepare for any emergency.**

Resource Information:

### A. City and County of Honolulu – Dept of Emergency Management

1. <http://www.honolulu.gov/dem.html>

## **B. State of Hawaii – Emergency Management (HiEma)**

1. <http://dod.hawaii.gov/hiema/>

## **C. U.S. Federal Emergency Management Administration**

1. <https://www.fema.gov/>

## **D. Emergency Preparedness Tips (Natural Disasters)**

1. Tune into local radio stations or TV if possible
2. Follow all city, state and federal governmental orders
3. Emergency Kit

## **E. Emergency Kit Guidelines**

See HECO Emergency Check List:

[https://www.hawaiianelectric.com/documents/safety\\_and\\_outages/storm\\_center/emergency\\_preparedness\\_checklist.pdf](https://www.hawaiianelectric.com/documents/safety_and_outages/storm_center/emergency_preparedness_checklist.pdf)

## **F. Storm Preparations – Tie down anything the wind can take**

1. Remove all exterior furniture, grills, surfboards, kayaks, etc.
2. Review the HECO Emergency Checklist And Plan

## **E. Honolulu Fire Department (HFD)**

1. <http://www.honolulu.gov/hfd/resourceslinks.html>
2. <http://www.honolulu.gov/hfd/ffsg.html>

## **G. HFD – Fire Safety Tips**

### **HOW TO DECIDE IF IT IS SAFE TO EVACUATE**

1. Locate your two escape routes.
2. Feel the door for heat with the back of your hand. If it is hot, do not open the door. Use the other escape route. If the door is not hot, open the door slowly, stay low, and get out.

**Close the door behind you.**

3. If both escape routes are blocked, stay where you are.

**Call 911 to report your situation and location.**

### **FIRE SAFETY CHECKLIST**

1. Install smoke alarms near sleeping areas.
  2. Check for accumulation of combustible materials.
  3. Check for possible ignition sources.
  4. Keep exit ways unobstructed and lights in good working order.
  5. Keep fire extinguishing equipment unobstructed and in good working order.
  6. Report all hazards to the building resident manager and or property manager.
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## **H. Smoke Detectors REQUIRED Installation**

1. Battery operated Smoke Detectors (Alarms) are required in every residential unit. It is recommended to mark the installation date on the detector and change the battery on the same date each year.

Free smoke alarms may be obtained for seniors and certain qualifying households through the Red Cross at 739-8111.

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## References

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### Forms:

Rental Pre-Screening Application  
Resident Information Card  
Request for Reasonable Accommodation (Animal)  
Air Conditioner Installation Application  
Construction/Renovation Application  
Right To Appeal Form  
Violations of House Rules/By-Laws Forms  
Trespass Warning Form

(All forms are subject to change at any time)



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