

**Diamond Head Beach Hotel**  
**OWNERS/TENANTS - RULES AND REGULATIONS**

**ADDITIONAL KEYS:**

Deposit of \$20.00 CASH only; refund will be by check only; no purchase of keys will be allowed without prior written/verbal authorization provided to the executive office/front desk by the owner/rental agent.

**LOCK-OUTS**

\$20.00 service charge: provided by our Front Desk personnel for registered tenants only.

**SECURITY CHECK**

Between the hours of 8:00 PM and 6:00 AM this building is secured. To ensure maximum security for all guests/residents/owners, the Hotel Security will check all persons for room keys and verification of residency.

All visitors **MUST** sign in at the Front Desk and **MUST** be escorted to the room by a registered hotel/condo guest, tenant or owner.

We would appreciate your cooperation in ensuring the safety of the Diamond Head Beach Hotel.

**FIRE SPRINKLERS**

Please do not hang clothes, hangers, or other items from the fire sprinkler head in your unit. The resulting damage and/or possible flooding to the room and the building could cost YOU thousands of dollars.

You will be held liable for all damages!!!

The full authority and responsibility of enforcing said Rules has been delegated to the Hotel and Commercial Units Manager and overall Common Area Manager, herein after referred to as Manager. All unit owners, occupants, tenants and their guests shall be bound by these rules and by standards of reasonable conduct whether covered by these Rules or not; provided, however, the Manager shall be responsible for any non-compliance or violation of said rules by the occupants, tenants or their guests.

I. OCCUPANCY AND USE OF APARTMENTS

1. Number of Occupants. Occupancy of the apartments shall be in compliance with federal, state and local laws.
2. Absent Owner. An absent owner, at his expense, should have an agent, friend or maid conduct periodic inspections of his unit, assuming responsibility of the contents thereof.
3. Pets.
  - "a. No livestock, poultry, rabbits or other animals whatsoever shall be allowed or kept in any part of the Project except that one small dog, cat or other household pet may be kept by unit owners and occupants but shall not be kept, bred or used for any commercial purpose nor allowed on any common elements except in transit when carried or on a leash, provided that any such pet causing a nuisance or unreasonable disturbance to any other occupant shall be permanently removed promptly upon notice given by the Board or Manager.
  - b. Notwithstanding the foregoing or anything to the contrary contained in the Declaration, the Bylaws or these Rules and Regulation, disabled occupants may keep service animals including trained guide dogs or signal dogs, upon which they depend for assistance or required due to disability. Such animals shall be allowed to walk through the common elements while on a leash, provided that such animals shall at all times be accompanied by the occupants to whom they belong while present upon the common elements. Further, this exception shall also apply to service animals including trained guide dogs or signal dogs depended upon by disabled guests of occupants. If such an animal causes a nuisance or unreasonable disturbance, the owner thereof will be given a reasonable opportunity to rectify the problem by measures which fall short of ejection of the animal from the project. Ejection of such animal shall be required only if the Board reasonably determines that the that less drastic alternatives have been unsuccessful. If such animal is ejected, it will nonetheless be allowed to remain at the Project for a reasonable time while the owner attempts to find a suitable replacement animal, provided that the problem is controlled to a sufficient degree that the continued presence of the animal during that interim period of time does not constitute an unreasonable imposition upon other occupants."

- c. To prevent unwanted insects/pets; NO ONE IS ALLOWED TO FEED THE PIGEONS/BIRDS.

4. Water Facilities. Toilets, sinks, and other water apparatus in the building shall not be used for any purpose other than those for which they were designed, nor shall any sweepings, rubbish, rags or other articles be thrown into them. Any damage anywhere resulting from misuse of any toilets, sinks, or other water apparatus in a unit shall be repaired and paid for by the owner of such unit.

## II. TEMPORARY OCCUPANCY

1. Use by Owner's Lessees, Tenants, and Guests. A unit owner shall be responsible for the conduct of his lessees, tenants and guests and shall, upon request of the Manager, immediately abate and remove, at his expense, any structure, thing or condition that may exist with regard to the occupancy of his apartment by his lessees, tenants or guests contrary to the intent and meaning of the provisions hereof; or, if the unit owner is unable to control the conduct of the lessees, tenants or guests to conform with the intents and meaning of the provisions hereof, he shall, upon request of the Manager, immediately remove such lessees, tenants, or guests from the premises, without compensation for lost rentals or any other damage resulting therefrom.

## III. COMMON AREAS AND ENTRANCES

1. Reporting Violations and Damages
  - a. All corrective actions regarding violations of the rules and damages to the common elements will be enforced by the Board and should be reported promptly to the Condominium Manager or the Managing Agent.
  - b. Damages to common elements shall be surveyed by the Condominium Manager or 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 person or persons responsible.
2. Shirts and footwear. Required in all public areas including hallways, elevators, and lobbies.
3. Obstructions; Uses. The sidewalks, passages, lobbies, stairways and corridors must not be obstructed or used for any purpose other than ingress and egress.
4. Laundry, etc. Textile items, including towels, bathing apparel and clothing, brooms, mops, cartons, etc., shall not be placed in passages or in windows so as to be in view from outside the building or from the apartments above or below, nor shall anything be dusted or shaken from windows or cleaned by beating or sweeping on the common areas.

5. Plants. All plants shall be placed in containers so as to prevent the dripping of water or soil onto other apartments.
6. Throwing Objects from Building. Nothing shall be thrown from windows, etc. Cigarettes and matches, specifically, are a fire hazard. The throwing of firecrackers from windows and the explosion of any fireworks anywhere on the building grounds or within the building is expressly prohibited.
7. Entrances. No shoes, surfboards, dry cleaning, etc. shall be allowed to remain in view at front entrances of units.
8. Trash Disposal.
  - a. Garbage, rubbish and other trash shall be disposed of only in receptacles and areas provided therefor. Trash containing food shall be securely wrapped before being placed in a receptacle. Receptacles are located in the basement area of the hotel.
  - b. Removal of bulk items is the responsibility of each unit owner/tenant. Any person found to be in violation of this provision will be assessed the cost of removal of bulk items.
9. Aesthetics No unsightliness within the public view is permitted within the project. For this purpose, "unsightliness" indicates but is not limited to the following: laundry on lines, non-decorative gear, equipment, cans, bottles, ladders, trash, boxes, barrels, etc., stores or stowed in or on walks, etc.; or unshaded or improperly shaded lights that create objectionable glare.
10. Household Goods. No garbage cans, household supplies, excess items, or similar articles shall be in place where they can be seen from outside the unit, except as the Manager shall prescribe.
11. Personal Property. No items of personal property including baby carriages, velocipedes, bicycles, or surfboards shall be left or allowed to stand on any of the common areas, other than within the confines of the unit, or any enclosed limited common element adjacent to the unit. Articles of any kind left in any of the common areas or common elements will be removed at the owner's risk and expense at the direction of the Manager.
12. Waterbeds. No waterbeds shall be permitted in the unit.

#### **IV. USE OF BEACH LAWN AREA**

It is understood that any occupant may use the beach lawn area on the premises so provided, individually or together with other occupants. However, each occupant shall assume all risk of personal injury or property damage that may result from the use of said beach lawn or recreational areas by the occupant, occupant's family, guests or invitees.

1. No bottles and cans are permitted on the beach lawn and; all beverages will be consumed out of cardboard, plastic, or paper cups or containers.
2. A resident must accompany and be responsible for the conduct of any guest in the beach lawn area.
3. No occupant shall have more than four guests at any time in or about the beach lawn/recreation areas without prior written permission and consent of the Association or its Managing Agent.
4. "There are no specific age restrictions upon children's unsupervised use of the beach lawn area. However, parents and/or guardians are responsible for the safety and conduct of their children and are expected to utilize reasonable judgment in determining whether their children may safely utilize the beach lawn area without adult supervision."
5. "No animals are allowed around the beach lawn area except for service animals accompanied by disabled occupants or their guests."
6. Bathers must dry themselves before leaving the beach lawn/entering hotel.
7. All persons shall comply with the requests of the Manager in respect to matters of personal conduct in and about the surrounding beach lawn area.
8. Anyone violating the above rules may be asked by the Manager to leave the beach lawn or adjacent area.

#### **V. PARKING AREAS AND PARKING UNITS**

1. Loading Areas. No cars may be parked or left unattended in entry driveways.

#### **VI. COMMON PASSAGEWAYS and LOWER LOBBY AREA**

1. The common passageways and elevators must not be obstructed or used for any purpose other than egress and ingress, passenger movement and maintenance.

2. The lower lobby is intended as a quiet waiting area for guests waiting to be received by residents. There is to be no eating, drinking, smoking, or sleeping in that area.

## **VII. NOISE AND NUISANCES**

1. The occupant of an apartment shall not make or permit to be made any noise in the building by him/herself, their family, invitees, or licensees, which will annoy or interfere with the rights, comforts and convenience of neighbors. Particular attention must be paid to maintaining a minimum of noise between 10:00pm and 8:00am, Sundays through Thursdays, and between midnight and 8:00am, Fridays and Saturdays. In particular, this applies to social gatherings, television sets, radios, HI-FI and musical instruments.
2. Unit owners & tenants shall not permit objectionable odors to emanate from their unit.
3. Hold your front door so as to avoid its slamming due to the wind. When using the stairwell, do not allow the doors to slam. Corridor doors of the apartment units shall be kept closed at all times except when in actual use for ingress and egress.
4. Radios, TV's, Hi-Fi's, etc. may not be played at all in the basement parking area.
5. When guests are leaving at night, noise must be kept at a minimum.
6. Excessive or disturbing noise at any time should be reported to the Manager who will take appropriate action.

## **VIII. BUILDING MODIFICATIONS**

1. Before initiating any constructions or repairs, owners must notify management at least two days in advance; noise from construction and repairs are restricted to hours from 9:00A.M. - 5:00 P.M (Monday through Friday).
2. No structural changes of any kind shall be made to an apartment or the common elements except as may be permitted and in compliance with the Declaration, Bylaws and applicable law."
3. "The installation of outdoor carpeting or similar soft floor coverings on the lanais is prohibited. Prior written approval by the Board is required for ceramic tile installations."

## **IX. PROJECT APPEARANCE**

1. No unsightliness within the public view is permitted within the project. For this purpose, "unsightliness" includes but is not limited to the following:
  - a. draperies when viewed from the outside appearing to be of a color other than white or off-white, window fixtures and signs.
  - b. No awnings, air conditioning, signage, or other projections shall be attached to the outside walls of the building, or the exterior door without the prior consent in writing of the Board.
  - c. No items of personal property shall be left in halls or other common areas.
  - d. Bicycles and other such vehicles shall not be permitted in the lobbies, halls, or elevators of the project.
  - e. Clothing or laundry shall not be hung in doorways or windows or in any manner as to be in the view of persons outside the apartment.
  - f. Except for Managing Agent, no signage shall be hung on exterior walls, doors, windows.
  - g. No private radio, television, or other outdoor antenna, will be erected or installed on or anywhere within the project without prior written consent of the Board; provided, however, that antennas covered by the FCC Antenna Rule (47 C.F.R. Part 1, Subpart S, Section 1.400 et seq.) may be installed in accordance with any Antenna Installation Policy adopted by the Board of Directors."
2. Every unit owner from time to time shall perform repairs, maintenance, and alteration work within his/her unit, the omission of which would adversely affect any common element or any other unit, and shall be responsible for all loss and damage caused by his/her failure to do so.
3. All repairs of internal installations within each unit such as water, light, gas, power, sewage, telephone, air-conditioning, sanitation, doors, windows, lamps, and all other fixtures and accessories belonging to such unit, including interior walls and partitions and the inner decorated or finisher surfaces of the perimeter walls, floors, and ceilings of such unit shall be at the unit owner's expense.
4. No unit owner or occupant, except as otherwise permitted by the Board or by law, shall install any wiring or other device for electrical or telephone installations, television, antenna, machines, or other equipment or appurtenances on the exterior of the building or protruding through the walls, windows, or roof thereof.

5. Nothing shall be allowed, done, or kept in any unit or common element which will overload or impair the floors, walls, or roofs of the building, or cause any increase in the ordinary premium rates (unless the unit owner responsible for such increase shall pay the same) or the cancellations or invalidation of any insurance maintained by or of the Management with respect thereto, nor shall any noxious or offensive activity or nuisance be made or suffered thereon.

X. **EMPLOYEES OF THE ASSOCIATION**

1. Maintenance employees are under the sole direction of the Manager: and during the prescribed hours of work they shall in no case be diverted to the private business or employment of any owner, occupant, or guest.
2. No employee should be asked by an owner to leave the common elements.
3. Cleaning of owner occupied units, including all interior windows, is a responsibility of the respective unit occupants.

XI. **HAZARDS**

1. The parking areas or other elements are not expressly intended for recreational use, and therefore shall not be used for recreational activities of any kind. Parents or legal guardians are responsible for the appropriate supervision of minors at all times.
2. No activity shall be engaged in and no substance introduced into or manufactured within the building which might result in violation of the law or in the cancellation of the insurance or increase in the insurance rate on the building (unless, in case of such increase, the unit owner responsible for such increase shall pay the same.)

XII. **GENERAL RULES AND REGULATIONS**

1. Moving in/out or moving of large items of furniture:
  - a) Restricted to the hours of 9:00 A.M. - 4:00 P.M.
  - b) To ensure proper scheduling and necessary padding for protection of elevators all moving must be pre-arranged with the AOA Office at least one day in advance.
  - c) Management shall have the right to approve the weight, size and location of safes

and other heavy equipment and articles in the building (so as not to exceed the legal live load)

- d) Movement of each unit owner's property into or out of the building and within the building are entirely at the risk and responsibility of that unit owner.
  - e) Any damages caused to common elements by the moving party is the responsibility of the unit owner.
2. The Manager isn't required to give access to units without written permission of the owner.
  3. Owners and occupants shall file their name, address, and phone number and signature with the Manager upon purchasing and/or taking occupancy of a unit, and shall furnish the Manager with such other reasonable information as shall be requested from time to time. Condo units may be rented on a long-term basis (30 days or longer).
  4. Each unit owner shall observe and perform these Rules and ensure that his/her lessees, tenants, licenses, and invitees also observe and perform these Rules. Unit owners will be responsible for their lessees' or guests' observance of all Rules as set forth herein. In the event expenses are incurred due to violation of Rules of lessees, guests, or licensees, the owner shall be responsible for payment of same, including reasonable attorney's fees.

### XIII. VIOLATIONS OF THESE RULES

1. Reporting Violations and Damages.
  - a. All corrective actions regarding violations of the Rules and damages to the common elements or common areas will be enforced by the Management and should be reported promptly to the Manager.
  - b. Damages to common elements or common areas shall be surveyed by the Manager(s) and the cost of repair or replacement and any legal fees incurred may be assessed by the Manager (s) against the person or persons responsible, including, but not limited to, against owners or occupants for damages caused directly or indirectly by their guests.
2. The violation of any House Rule shall give the Manager(s) the Right to:
  - a. 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 unit owner, any structure, thing, or condition that may exist therein contrary to the intent and meaning of the provisions thereof and the Manager(s) shall not thereby be

deemed guilty in any manner of trespass: and/or.

- 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 unit owner.

**AMENDMENTS:**

"Pursuant to the Bylaws, the Rules and Regulations may be amended by a majority vote of the Board of Directors at a duly called meeting of the Board."

**Executive Office**

Monday - Friday, 8:00am - 5:00pm

Telephone: (808) 922-1928

Fax: (808) 924-8980

Board Approved: April 24, 2001