

# COMMUNITY RULES FOR KO'OLANI

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## COMMUNITY RULES FOR KO'OLANI

### 1. WELCOME!

These Community Rules for Ko'olani will serve to acquaint you with your Apartment, the building, building management, and various things you should know to make your living experience at the Ko'olani (the "Community") as complete and comfortable as possible.

You should become familiar with the entire manual and its contents. In particular, you should read Section 8 regarding Moving Policies prior to planning your move. The Owner and user restrictions applicable to the Common Areas and to Apartments are covered in Sections 9 and 10, and Pets are discussed in Section 11. The Architectural Guidelines and rules for construction work ("Architectural Guidelines") are referenced in Section 13 and are attached as Appendix A.

### 2. CONTACT INFORMATION

The address and contact information for the Association (defined below) and the Community's Managing Agent are:

Association	Managing Agent	Building Management
The Association of Apartment Owners of Ko'olani 1177 Queen Street Honolulu, HI 96814 Attn: Michael Giannini, President, Board of Directors 808.597.8218 tel. 808.597.8116 fax.	CERTIFIED MANAGEMENT, INC., AAMC® 3179 Koapaka Street Honolulu, HI 96819-45199 Attn: Linda Alexander, Account Executive 808.837.5268 tel. 808.839.9430 fax.	General Manager, Ko'olani 1177 Queen Street Honolulu, HI 96814  Attn: Michael Souza, General Manager, Ko'olani 808.597.8218 tel. 808.597.8116 fax.

### 3. DEFINITIONS

Defined terms are often capitalized in these Community Rules and, unless the context clearly requires otherwise, shall have the meaning given to such term in the Declaration (defined below).

### 4. COMMUNITY DOCUMENTATION 4.1

#### 4.1 Authority

The right and duty to administer the Community is vested in the Association of Apartment Owners of Ko'olani (the "Association") and the Board of Directors (the "Board") in accordance with the Declaration of Condominium Property Regime for Ko'olani (the "Declaration") and the Bylaws of the Association of Apartment Owners of Ko'olani (the "Bylaws"), which are recorded with the Land Court of Hawaii or the Bureau of Conveyances of Hawaii. The authority for these Community Rules (these "Rules") and their binding nature upon each owner is found in Section 5.1 of the Bylaws. All Owners, "Occupants" (persons other than Owners who occupy an Apartment or who are lessee of a Commercial Apartment), "Residents" (a term used in this document for Owners who occupy their own apartment, as well as "Occupants") and their guests (a person who resides other than at the Community and visits the Community for a period of time at the invitation of an Owner or Occupant) are bound by these Rules and by standards of reasonable conduct provided, however, neither the Board nor the Managing Agent shall be responsible for any noncompliance with or violation of these Rules by Owners, Occupants, or guests.

## **4.2 Enforcement**

**4.2.1** The Managing Agent is authorized by the Board to enforce these Community Rules, if a violation occurs and the Managing Agent has approached the offender with no results, the matter will be brought to the attention of the Board for further action.

**4.2.2** Violation of any of these Community Rules shall give the Board the right, but not the obligation, to take any one or more of the following actions, concurrently or separately, and without waiving any other rights or remedies available to the Board:

**4.2.2.1** Enter the Apartment in which, or as to which, such violation or breach exists and to summarily abate and remove, at the expense of the defaulting Apartment Owner, any structure, thing, or condition that may exist therein contrary to the intent and meaning of the provisions hereof and the Board or the Managing Agent shall not thereby be deemed guilty in any manner of trespass.

**4.2.2.2** To impose fines against the defaulting Owner for each violation in accordance with Bylaws. Violations that continue for periods in excess of those specified in the Bylaws will be considered new violations subject to additional fines.

**4.2.2.3** Record and foreclose claims of lien in the manner provided at law for the foreclosure of mortgages.

**4.2.2.4** Submit the dispute to mediation or arbitration, or otherwise seek 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 attorneys' fees, shall be borne* by the defaulting Owner.

**4.2.2.5** Take such other actions as are permitted by the Declaration, the Bylaws, other Community Documents, or at law or in equity,

## **4.3 Community Documents**

Buyers are strongly encouraged to carefully read the Community Documents. The documents include, but are not limited to:

- The Declaration (establishes the condominium community known as the Ko'olani);
- The Bylaws (sets out the duties and responsibilities of the Association and its members);
- These Community Rules (sets out the rules concerning use of Apartments and Common Area property applicable to Owner and others);
- The *Public Report for Ko'olani* (the "Public Report") (the public disclosure document filed with the Real Estate Commission with respect to the Community); and
- *Declaration of Merger of Phases for Ko'olani* (the "Declaration of Merger") (allows the merger of additional phases, properties or projects).

#### **4.4 The Declarations**

All of the above documents are incorporated into these Community Rules by this reference. When you purchase an Apartment, you will be subject to the Declaration and you will automatically become a member of the Association. *The Community and your use of it* will also be subject to the Declaration of Merger (the "Declaration of Merger") that allows the merger of additional phases, properties or projects. The Declaration and Declaration of Merger may be referred to collectively herein as the "Declarations." The Declarations set forth, among other items, use restrictions, maintenance responsibilities, and architectural control provisions over your Apartment and the Community.

#### **4.5 Other Documents**

The documents described above are not intended to include all of the documents and agreements to which you, your Apartment, and the Community will be subject. There may be other recorded and unrecorded documents and agreements that are not specifically referred to above or that may be created by the Association or the Declarant before or after you have purchased your Apartment (the "Other Agreements"). The Declarations, Bylaws, Community Rules, Architectural Guidelines, and Other Agreements are sometimes referred to collectively as the "Community Documents" in these Community Rules.

#### **4.6 General**

These Rules are intended to supplement the provisions of the Declaration and the Bylaws, and every effort shall be made to give full meaning to the provision of all applicable documents. To the extent that any provision of the Declaration or Bylaws conflict with a provision of these Rules, the Declaration shall first control, then the Bylaws, then these Rules.

#### **4.7 Amendments**

These Rules may be amended only by the Board at a duly called meeting, as provided in the Bylaws, and shall become effective when notice thereof is delivered to the Owners.

### **5. GENERAL PROVISIONS**

#### **5.1 Description of the Community**

The Community is a multi-story condominium community located at 1177 Queen Street, Honolulu, HI 96814. The Community is a mixed-use project having 370 residential apartments and 2 Commercial Apartments (including the Club, if any) (each, an "Apartment"), together with an attached parking garage and related facilities. The Association, through the Board and the Managing Agent, are responsible for the overall management of the Community and enforcement of the Declaration, By-Laws, these Community Rules, and Other Agreements. Each Owner has been given copies of the above documents and should be familiar with their contents.

The Managing Agent and all employees of the building operate under policies and procedures adopted by the Board. The primary responsibility of building management and employees is to serve you and the other Owners by following these procedures.

#### **5.2 Keys & Access Devices**

**5.2.1** Each Owner, upon the close of escrow or shortly thereafter, will receive appropriate keys and access devices, as determined by the Board.

**5.2.2 Additional devices are available upon request with proper identification** to the General Manager. An additional charge may be required for additional elevator and building entry access devices.

**5.2.3** It is recommended that access devices not be issued to regular guests, invitees, etc. Temporary access devices are available upon request for extended visitors.

**5.2.4** If locks are changed or re-keyed, Owners are urged to supply the General Manager with a working copy of keys to their Apartment. The Association or the General Manager will use these keys for emergency access only. Be reminded that any delays in entering any apartment for emergency purposes can result in additional damages (e.g., water) and liability exposure to you, the Owner.

### **5.3 Entry to Building**

The front lobby entrance is for the exclusive use of Owners and their guests. All deliveries must be made using the loading docks and service entrance located on parking level 1 with the prior approval of the General Manager.. All other ground level entries to the building are locked from outside entry and/or are electronically monitored. Pool area access is achieved from level 6. Owners desiring to access the parking garage may do so by using the building elevators or using the stairwells near the east or west ends of the building.

### **5.4 Elevators**

Owner's access devices are restricted to their respective Apartment as well as any exterior entrance monitored electronically. Although the service elevator is a passenger elevator for use by all Owners, it is primarily for the use of building staff, vendors, contractors, deliveries, move-ins, and for transporting pets and bicycles to and from Owner's residences.

### **5.5 Rubbish Disposal**

Disposal of rubbish is accomplished through the trash chute located in the trash room on each level. General rules to follow:

**5.5.1** Individual residence trash compactors are prohibited. The excessive weight and size of compacted trash would cause damage and/or an obstruction of the trash chute.

**5.5.2** All refuse placed in the trash chute should be secured in leak-proof plastic bags.

**5.5.3** The Community's trash chute is not designed to accommodate recyclables.

**5.5.4** Bags should be limited in size to 15" x 18". Trash bags should not be forced through the trash chute opening.

**5.5.5** Heavy objects, boxes, packing materials, Styrofoam, or any other material that can expand, should not be put down the trash chute. Please feel free to contact the *building's General Manager to arrange for necessary disposal of these items.* Heavy objects thrown down the trash chute can cause injury to building personnel servicing the bins.

**5.5.6** Under no circumstances should any trash items be left in residential corridors.



## **5.6 Fire and Smoke Alarm**

The Community is equipped with a fire life safety system which can be activated manually by call stations or automatically by smoke detectors or sprinklers located throughout the common areas, air conditioning and exhaust duct systems, and within each residential Apartment. A loud electronic alarm accompanied by an automated audio evacuation announcement will sound within the Apartment and common areas in which any of these detection devices are triggered. Common area alarms will be accompanied by a strobing light. The fire life safety system in the fire control room will identify the location where an alarm has been triggered, automatically dial the central monitoring station located off-site, and the Honolulu Fire Department will be dispatched automatically. An in-house investigation pursuant to the Emergency Evacuations Procedures Manual will be conducted simultaneously. False alarms should be reported immediately to the front desk. **WARNING:** The smoke detectors are very sensitive and could be activated by dust, sanding, painting, etc, Contractors should be completely familiar with "Contractor Rules" contained in the Architectural Guidelines. Smoke detector "bagging" is recommended during construction and/or remodeling, however must be in accordance with the guidelines specified in the Architectural Guidelines.

Do not panic during an alarm. Simply exit into your service hallway, proceed to the exit stairwells, and proceed to the floor specified in the Emergency Evacuation Procedures. Please wait there until the "all clear" has been announced via the voice annunciating system through which emergency instructions can be broadcast to all areas of the building. You may also be provided the "all clear" by in-house personnel responding to the evacuation floor to obtain a head count of evacuees.

Upon publication, please take the time to carefully view the **EMERGENCY EVACUATION PROCEDURES MANUAL** for further clarification of emergency systems and evacuation protocol.

## **5.7 Deliveries**

Parcels, certified letters, and registered mail addressed to individual Residents in the Community will be accepted by the front desk personnel or General Manager and either held in the parcel room at the lobby level, or placed into your mailbox by the USPS mail carrier. Residents will be notified of all deliveries, and may request for building staff to deliver the item(s) to the individual Owner's Apartment. Owners who do not want front-desk personnel to accept parcels, registered and certified mail on their behalf, should notify the General Manager in writing.

Owners are requested to notify the General Manager (or Front Desk personnel) of any anticipated delivery of large items (larger than hand carried parcels) so that proper arrangements can be made to accept and deliver such items. Owners are requested to advise vendors of delivery procedures in the Community. Please remember, deliverymen will be allowed access to the building only with prior authorization from Owners and only through the service elevator.

## **5.8 Reserved.**

## **5.9 Reserved.**

## **5.10 Employees of the Association**

**5.10.1** The Association's maintenance employees, if any, will use every effort to effectively care for the grounds of the Community. Every Owner or Occupant is to do his or her *part and to use his or her influence on all members of his or her household to do their part* towards abating unsightliness on the Community.

**5.10.2** Maintenance employees of the Association are under the sole direction of the Board and the General Manager; and during prescribed hours of work, they shall not be diverted to the private business or employment of any individual Owner or Occupant.

**5.10.3** No Owner or Occupant may require an employee of the Association to leave the common elements of the Community or to perform any personal tasks.

**5.10.4** No Owner, tenant or guest shall reprimand any employee or staff of the Association at any time. An Owner should direct any complaints and/or suggestions to the General Manager.

**5.10.5** Owners are requested to report any abuse or vandalism, etc., by employees, staff or other Owners, guests, and vendors/contractors, immediately to the General Manager.

## **6. PARKING AREAS, ROADWAYS AND VEHICLES**

### **6.1. Resident Parking**

No parking is allowed on any roadway or driveway except in designated areas. Residents shall park only in parking stalls assigned to the Resident's Apartment. Residents are responsible for registering their vehicles with and obtaining a parking decal from the General Manager. Parking decals that reflect the assigned parking stall number for the vehicle must be applied in the manner prescribed by management and visible on the vehicle at all times. Residents may use the parking stalls of other residents with prior written permission from the resident with whom the stall is registered after that permission is submitted to the General Manager during business hours.

### **6.2 Guest Parking**

No parking is allowed on any roadway or driveway except in designated areas. Designated Guest parking is available on the first floor. The use of handicap Guest stalls is restricted to guests with disabilities using vehicles with an appropriate and current handicap placard. Guests must register their vehicles with the Security Desk in the 3<sup>rd</sup> floor lobby before visiting other parts of the building. Parking in excess of eight (8) hours is not allowed, except by prior written permission of the General Manager.

Guests may also park in a Resident's unused stall with prior written permission of that Resident. The Resident is responsible for notifying the Security Desk of that permission. The Security Desk will then issue a placard to be placed on the Guest's vehicle dashboard valid for the timeframe approved by the Resident.

The Guest parking area is for the use of guests only, not for Residents.

### **6.3. Common Element Parking**

The circular drive/parking area around the front of the building may be used by both residents and guests for short stops such as for loading and unloading, not to exceed 20 minutes. Registration with the Security Desk is required.

### **6.4 Maintenance of Parking Stalls/Driveways**

Residents shall be responsible for the cleanliness of their parking stalls, including the removal of any grease build-up. No personal items of any kind shall be permitted in the parking stalls, driveways or other portions of the parking garage. Only vehicles registered with the General Manager are permitted in parking stalls.

### **6.5 Observance of Signs**

Drivers shall observe all posted traffic signs while driving in the parking garage or on the driveways of Ko'olani. Vehicles shall travel at no greater than five (5) miles per hour while within the Community, except if otherwise posted.

### **6.6 No Impeding of Access**

No vehicles belonging to an Owner or Occupant or to a family member, tenant, guest, or employee of an Owner or Occupant shall be stopped or parked so as to extend into any portions of the driveways, roadways or sidewalks, or impede or prevent ready access to any driveway, entrance or any exit from the Community by another vehicle.

### **6.7 Condition of Vehicles**

Vehicles in the parking garage and common areas shall be in good working condition. Immediate repair shall be required for vehicles with flat tires, vehicles leaking fluids or for other maintenance conditions requiring immediate attention. A cleaning charge shall be assessed for excessive or repeated fluid leaks. No major repairs to automobiles, motorcycles, or other motor vehicles shall be permitted within the parking structure and common areas. No racing of motors shall be permitted; all motor vehicles shall be equipped with quiet mufflers. All vehicles parked in the Community shall be in operating condition with a current vehicle registration and safety sticker required by law.

### **6.8 Oversized Vehicles**

The height of the parking garage is 6 feet 2 inches allowing for clearance of Common Element pipes, lights, wiring, signage and other items suspended from the ceiling. To avoid damage to these items, vehicles parking in the Parking Garage must be no higher than the posted clearance and fit into the assigned parking stall without crowding adjacent vehicles. Vehicles weighing over 5,000 pounds and extended vehicles such as stretch limousines are not allowed in the Parking Garage or the Port Cochere in the front entrance.

### **6.9 Vehicle Washing**

Washing of vehicles or items is only allowed for Residents and only in the designated car wash area on Parking Level 1. Residents using the car wash area must remove the vehicle or other items after the washing is completed and leave the car wash area in a clean condition. No dumping of towels, rubbish, debris, or other refuse is permitted at the car wash area.

### **6.10 Pedestrian Crosswalks**

Vehicles shall yield right of way to pedestrians in marked crosswalks.

### **6.11 Damage Resulting from Vehicles**

Damage caused by vehicles to vehicles, personal property or Common Elements shall be the responsibility of the person causing the damage or injury. Additionally, damage to the garage gates will result in the assessment for direct external labor costs necessary to secure the garage, as well as a \$50 per day fine (See Section 14.2.2), not to exceed 14 days, to offset the additional costs of diverting existing staff to secure the garage as well as to create a deterrence to future, negligence-related damage to the garage gates.

### **6.12 Use of Lights in Parking Garage**

Vehicle lights shall be turned on when driving in the Parking Garage.

### **6.13 Playing in Parking Areas and Roadways**

Playing, games, skateboarding and similar activities are not permitted at any time in the parking areas and roadways of the Community.

### **6.14 Violations**

Violators of any of the rules outlined in Section 6 shall be fined, assessed damages and/or have their vehicles towed at their expense in accordance with guidelines established in Section 14 of this document. Responsibility for payment of fines and towing charges accrues to the owner of the apartment, whether or not that owner is the current resident. The Board and General Manager shall not be subject to any claim for liability or damage in the exercise of such authority. The Board reserves the right to levy fines and assess damages for violations where fines and damages have not been specifically referenced in these Rules and Regulation, as well as the right to have issued liens against Owners for unpaid fines and/or damages costs.

## **7. UTILITIES AND SERVICES**

### **7.1 Water**

Domestic water is supplied by the building and is centrally metered.

### **7.2 Electricity**

Each Apartment is individually metered. Electrical service is available through the Hawaii Electric Company. Services should be transferred into the Owner's name by close of escrow.

### **7.3 Telephone/DSL**

Telephone is available through Hawaiian Telcom

### **7.4 Television**

Each Apartment in the Community is pre-wired for cable television service. Basic cable television service is provided to each Apartment through Oceanic Cable. Expanded cable services can be obtained by calling Oceanic Cable.

## **8. MOVING POLICY**

### **8.1 Prior to Move**

Owners are required to do the following prior to moving in to or out of the Community. Please read and follow all instructions carefully.

**8.1.1** Owners must contact the General Manager to schedule a move-in/out date. No move-ins/outs will be scheduled until the General Manager has reviewed and approved all details of the move.

**8.1.2** *Owners must receive a confirmed date and time for move-in/out from the General Manager prior to scheduling the move.*

**8.1.3** Because it is essential for the General Manager to properly staff for all moves, it is imperative that all moves be conducted on a strict schedule. In an effort to keep this *schedule*, *Owners must have their moving company contact the General Manager to arrange a* visit to the Community to become familiar with facility rules and procedures for moves, as well as the time restrictions for each move. The moving company must be aware that any delays in the moving process may result in a monetary penalty. Monetary penalties are established to defray/offset additional costs incurred by the Association.

**8.1.4** Although the industry standard is to provide two (2) individuals to facilitate a move, we recommend that your moving company adequately staff your move-in with three (3) or more individuals. We also recommend that you choose a moving company that is familiar with moving into high-rise buildings and the delays that can often arise when dealing with the special protection requirements, specific loading/unloading conditions, and the use of high-rise elevators. In addition, at this time, your moving company will be advised of parking restrictions.

**8.1.5** 48 hours prior to the move, your moving company must provide the Certificate of Insurance in accordance with the insurance requirements set forth in Section 8.4. No mover will be allowed access to the building unless this certificate has been provided to the Association and the General Manager as required by Section 8.4.

**8.1.6** It is the Owner's responsibility to ensure that the moving company coordinates all aspects of the move with the General Manager, and that the moving company receives and acknowledges a copy of the moving procedures and understands its responsibilities and liabilities prior to the move.

**8.1.7** In order to protect the wall, floor and elevator surfaces, Owners should instruct the moving company to wrap ALL furniture with bubble wrap or moving blankets. It is recommended that the movers wrap all furniture prior to arrival in the Community. This should improve their efforts to work within the specified move-in/out window. All dollies, handcarts, etc. must have padded bumpers on exposed edges. All plants must be bagged to prevent soil spillage.

**8.1.8** Please advise your mover that a complete "walk-through" will be conducted by in-house personnel to identify all existing damages prior to each move, as well as a final walk-through after the move to identify new damages.

**8.1.9** Pursuant to the Community Documents, Owners are responsible for the behavior of, and liable for any damages resulting from, tenants, guests, invitees, vendors (movers), contractors, etc. Owners will be responsible for any damages caused by their tenant's actions, including damages caused by a tenant's move. Be advised that the Association may require a deposit to be held or cashed in advance to guarantee payment in the event of damages, and has the right to assess you for any and all damages that occur during the move. Although an Owner may "self-move", the Association must disclose the potential risk and liability in the event of damage to common areas and/or injury to your movers, other Owners, and/or yourself. The Board urges you to engage the services of a professional and insured (including a current workers' compensation insurance policy) moving company.

## **8.2 General Rules for Moving & Deliveries**

**8.2.1 Hours.** Initially, a maximum of one move will be permitted per day, including weekends. Each scheduled move-in must occur and must be completed between the hours of 10:00am and 6:00pm. Thereafter, a maximum of one move will be permitted per day. No moves will be permitted on weekends or holidays without prior approval.

**8.2.2 Accessibility.** All moves must be made through the loading docks and service entrance on parking level 1 to the service elevator. All items must then be taken to the appropriate floor and then directly through the corridor to the Owner's Apartment. Due to the fire code restrictions, as well as the increased potential for injuries, movers should measure all doors, access ways, elevators, etc., prior to the move to assure clearance and avoid unnecessary moving expenses. Under no circumstances will any items be stored in any hallways during the move, nor shall any items be moved through the lobby or on passenger elevators.

**8.2.3 Large Objects.** Special requirements for moving unusually large or heavy items should be coordinated with the General Manager .

**8.2.4 Corridors.** The moving company is required to protect the surfaces of corridors by placing plywood/masonite board over the carpeted floor. Movers should pay special attention to protecting corners, doors, and all surfaces within the common areas. It is suggested that the moving company protect the hard surface flooring in the vestibule of the Apartment in a similar manner.

**8.2.5 Disposal of Moving Materials.** The moving company must remove all moving materials (cartons, packing papers, boxes, etc.) from all common areas and surfaces at the conclusion of the move. Under no circumstances should any moving materials be placed or forced into the trash chute or left in the trash room or corridors. This is also a serious violation of fire/safety regulations and the rules of the building.

## **8.3 What the Owner Can Expect**

Owners can expect the following from the General Manager and staff during and at the conclusion of their move:

**8.3.1** The General Manager will schedule each move.

**8.3.2** Security personnel will coordinate moving van parking upon arrival.

**8.3.3** Please make sure you have adequate moving assistance. Community personnel are not available to assist movers with the removal of any mover's boxes, crates, packing materials, etc!

## **8.4 Insurance Requirements**

**8.4.1** A certificate of insurance evidencing the existence of the insurance policies required by this Section 8.4 must be submitted at least 48 hours prior to each move to the General Manager at the address listed above.

**8.4.2** The certificate must show that the Association of Apartment Owners of Ko'olani has been named as an additional insured and must further provide evidence of the following insurance coverages:

**8.4.2.1** Commercial General Liability Insurance, including Non-owned and Hired Auto Liability, with at least a \$1,000,000.00 limit. This coverage should be endorsed to be PRIMARY and NOT CONTRIBUTORY with the Associations' own policies.

**8.4.2.2** Workers Compensation Insurance coverage in accordance with statutory limits,

**8.4.2.3** *Employee Dishonesty Bond Coverage, extending protect the* Associations' property, or Apartment Owners' property. This needs a special legal obligation clause to cover property of others stolen by the movers' employees.

**8.4.2.4** All policies need to contain a waiver of subrogation in favor of the Association of Apartment Owners of Ko'olani.

## **9. COMMON AREAS**

### **9.1 General**

**9.1.1** The Declaration, Bylaws and other Community Documents are detailed and comprehensive and contain a number of provisions restricting an Owners use of the Owner's Apartment, Limited Common Elements and other Community Property. PLEASE READ YOUR - COMMUNITY DOCUMENTS THOROUGHLY.

**9.1.2** Owners are responsible for their guests' and/or lessees' compliance with the use restrictions contained in the Declaration, the Bylaws these Community Rules, the Architectural Guidelines and other Community Documents and direct them to the General Manager for any clarification.

**9.1.3** Owners are advised of the following:

### **W A R N I N G**

**BE ADVISED THAT THE KO'OLANI HAS BEEN BUILT USING A POST-TENSION CONCRETE SYSTEM THAT INVOLVES PLACING HUNDREDS OF STEEL CABLES UNDER HIGH TENSION IN THE CONCRETE SLAB (CEILINGS, FLOORS, AND BALCONIES). THEREFORE, ANY ATTEMPT TO PIERCE, PENETRATE, SAW, CUT, DRILL, OR ALTER YOUR CEILINGS AND FLOORS COULD DAMAGE THE INTEGRITY OF THE SYSTEM AND/OR CAUSE SERIOUS INJURY OR DAMAGE TO PERSONS AND PERSONAL PROPERTY AND IS EXPRESSLY PROHIBITED EXCEPT AS OTHERWISE PERMITTED BY THE BOARD OR ARCHITECTURAL COMMITTEE. ALL CONCRETE SURFACES WILL EXPERIENCE NON-STRUCTURAL CRACKING THAT MAY BE VISIBLE TO OWNERS AND REQUIRE COSMETIC REPAIRS.**

### **SMOKING IS STRICTLY PROHIBITED IN ALL COMMON AREAS**

**Any damage to the building, recreational facilities, equipment or any other common area property caused by an Owner, an Owner's occupants or an Owner's employees, guests/invitees, or contractors shall be considered the responsibility of the Owner and all costs of resulting repairs and/or replacements shall be borne and assessed against such Owner's account.**

## **9.2 Use of Common Areas**

Common areas and associated amenities may only be used for their respective uses as designed and/or as designated by the Board or the Managing Agent. The common areas, including, but not limited to, the swimming pool, exercise room, and other recreational areas and rooms of the project are intended only for the enjoyment of Residents and their guests. Some facilities may be reserved through the General Manager on a first come, first served basis. Non-resident Owners are not entitled to the use of any of the amenities in the Community, unless their unit(s) is not currently leased.

## **9.3 Exercise Room and Club Facility**

Use of the exercise room is prohibited to persons under the age of sixteen (16). For our safety, no bare feet are allowed. Music must be kept to a low level. Owners are requested to bring a towel and to wipe down the equipment after each use.

Access to the Club Facilities is limited to members only. The Managing Agent has available for your inspection membership criteria and conditions.

## **9.4 Swimming Pool and Hot Tub**

**9.4.1** The pool and spa rules are posted on the pool gates and walls. Admittance to these facilities is restricted. Pool hours are from 5:00 a.m. to 10:00 p.m. daily. There will be no lifeguard at the pool. Therefore, anyone using the swimming pool or hot tub does so at their own risk and is fully responsible for his/her own safety. Parents or adult guardians designated by the parents are responsible for their children's safety at the swimming pool and hot tub.

**9.4.2** All persons must shower before entering the pool and hot tub.

**9.4.3** Persons under the age of thirteen (13) must be accompanied by an adult responsible for their conduct and safety when using the swimming pool or the surrounding deck area. No more than three guests under thirteen (13) may be under the supervision of each adult.

**9.4.4** Persons under the age of thirteen (13) must be accompanied by an adult responsible for their conduct and safety when using the hot tub. Please be advised that certain individuals, including children, can suffer adverse health effects caused the high temperatures of a hot tub. Anyone using the facility does so at their own risk for which the Association accepts no responsibility.

**9.4.5** Guests utilizing the swimming pool or hot tub must be accompanied by their Resident-host. No more than four (4) guests at one time are permitted per residence.

**9.4.6** No diving, jumping, running, pushing, ball-playing, loud, or boisterous conduct is permitted. Audible music in the pool, hot tub, and surround deck area is not permitted.

**9.4.7** Water toys (e.g. noodles, surfboards, boogie boards, rafts, etc) are not allowed in the spa or pool and no nudity will be permitted. However, water workout flotation belts or water wings are allowed.

**9.4.8** Board of Health regulations require that:

**9.4.8.1** All persons known to be or suspected of being afflicted with infectious disease, suffering from a cough, cold, sores or wearing band aids or bandages, shall be prohibited from using the swimming pool or hot tub.



**9.4.8.2** Spitting, spouting of water or blowing the nose in the swimming pool or hot tub is prohibited.

**9.4.9** The life preserver on the wall is to be used only for aid in lifesaving.

**9.4.10** Bathing suits are required when in the pool. No street clothes are allowed in water and no nudity will be permitted. Appropriate footwear is recommended while walking around the pool deck. No child is allowed in the pool in diapers. Children under the age of three (3) must wear leak-proof protective swimwear. Parents whose children have accidents in the pool are responsible for all cleanup costs.

**9.4.11** No glassware or sharp objects are allowed in the pool area. All trash must be disposed of properly. No beverages, other than those in plastic or metal containers, and no food is permitted in the swimming pool and hot tub area, including the deck surrounding the pool area. No beverages are to be taken into the pool or hot tub at any time. The consumption of food is not permitted in the hot tub, pool or surrounding deck area.

**9.4.12** Intoxicated persons are not permitted to use the swimming pool, hot tub, or the deck surrounding the pool area.

**9.4.13** NO PETS are allowed inside the fenced area of the pool, except "specially trained animals" as defined in the Bylaws.

## **9.5 Putting Green**

The Putting Green is designed solely for that purpose. Picnicking or any other use of this facility that may damage the artificial surface is prohibited.

## **9.6 Tennis Courts**

The tennis courts may be used between the hours of 7:00 a.m. and 10:00 p.m. each day. No lighting of the tennis courts is permitted past 10:00 p.m. each evening.

The following rules shall pertain to use of the tennis courts and the tennis court area:

**9.6.1** Only non-marking, rubber sole shoes, suitable for sports, are permitted on the tennis courts. Shoes with black rubber soles, hard soles, raised heels, leather heels or cleats are prohibited, as are animals, bicycles, skates, skateboards, and baby carriages.

**9.6.2** Players are expected to act responsibly on the tennis courts. Leaning on the net is prohibited. Horseplay, yelling, and other loud noises are prohibited on the tennis courts.

**9.6.3** Playing on a wet court is prohibited.

**9.6.4** A reservation for a one (1) hour period may be made at the General Manager's office during regular business hours or with the security office when the General Manager's office is closed, no more than three (3) days in advance. Players may continue to play after the reserved period has elapsed, if no one is waiting to play. Thereafter, play may continue until fifteen (15) minutes after any player without a reservation arrives at the court or until the arrival of a player holding a reservation for the court. If the Resident who made the reservation does not take the court within fifteen (15) minutes after the beginning of the reservation period, players without reservations may claim the court.

**9.6.5** Players who do not have a reservation may play for a one (1) hour period on a basis, provided that such players shall relinquish the court to any player holding a reservation at such player's reserved time. If after the one (1) hour period has elapsed no one is

waiting to play, play may continue until fifteen (15) minutes after another player without a reservation arrives at the court.

**9.6.6** Except for any lone player playing on the court during a reserved time, a lone player must relinquish the court to multiple players who are waiting to use the court.

**9.6.7** Glass containers, food or beverages are not permitted in the tennis court area at any time. Intoxicated persons are not permitted on the courts.

**9.6.8** Anyone violating these rules may be asked by the General Manager or security officer to leave the area.

## **9.7 Pergola/Barbeque Areas/Courtyard**

**9.7.1** Reservations are available through the General Manager on a "first come, first served" basis.

**9.7.2** The Pergola, barbeque areas and courtyard are available for use between 8:00 a.m. and 10:00 p.m..

**9.7.3** These areas may be reserved for private functions upon written request to the General Manager. However, no use will be allowed before 10:00 a.m. on weekends and holidays. Such functions shall be limited to no more than four (4) hours per day, so as to allow time for other Residents to use these areas. A fee and a deposit may be required for the exclusive use of these facilities or areas for special events. All functions involving more than twenty-five (25) persons require a reservation from the General Manager. Contact the General Manager no less than three (3) working days in advance to request a reservation. If the sponsoring Resident intends to serve or have available alcoholic beverages at such a function, then, in addition to any other guidelines adopted by the Board, the Resident must provide evidence of appropriate and adequate liability insurance coverage for such scheduled function, including liquor liability, naming the Association as an additional insured thereunder.

**9.7.4** Amplified music is not allowed in the courtyard.

**9.7.5** Eating, drinking of beverages (including alcoholic beverages in moderation), and picnicking shall be allowed in the Barbeque/Pergola areas only. The use of hibachis, barbeque grills, and other open-fire cooking equipment is strictly prohibited in all areas except the Barbeque/Pergola area.

## **9.8 Amenities**

Community amenities are located on Floor 3A and are accessible from the fourth floor elevator lobby and via the elevator at the back of the Main Lobby on the third floor. Included are: the Theater Room, the Billiard Room, the Business Center and Conference Room, the Party Room, and the Game Room and Library.

**9.8.1** These amenities are solely for the use of Residents and guests accompanied by Residents and their guests.

**9.8.2** With the approval of the Board, the General Manager will develop and publish rules and procedures for reserving and utilizing the facilities. A copy of amenity rules and procedures will be available at the Security Desk at all times.

## **9.9 Protection of Common Areas**

Furniture, furnishings and equipment, if any, of the common elements have been provided for the safety, comfort and convenience of all residents and guests and, shall not be altered, extended or removed or transferred to other areas without permission from the Board or the General Manager. All persons using the Common Area facilities are required to exercise due care to preserve the functionality and appearance of said facilities. All trash and personal belongings must be removed after use of any Common Area facility.

## **9.10 Lost Property**

Neither the Board nor the General Manager shall be responsible for packages or other deliveries or personal property left at doors of Apartments or any other undesignated place on the Community, or left with any employee of the Association.

## **9.11 Soliciting**

No soliciting of goods and services, or religious or political activities shall be permitted on or at the Community unless approved by the Board.

## **9.12 Signs**

No Owner or Occupant may erect, affix or place any signs or other advertising materials in front of or on the common elements or Exclusive Use Lanais or Rooftop Lanais visible from any point outside of his or her Apartment, without the prior approval of the Board.

## **9.13 Fireworks**

There shall be no shooting of fireworks of any type at anytime in, from or around the Community.

## **9.14 Storage Lockers**

**9.14.1** Material shall be stored only within assigned storage lockers.

**9.14.2** Flammable liquids or other materials deemed hazardous to life or property shall not be stored in lockers.

**9.14.3** Surfboards and similar bulky objects shall be kept only in storage lockers or in an assigned slot in the surfboard and bicycle racks and shall not be carried through the lobby or in elevators at any time. *Notwithstanding the above, surfboards may be transported through the common areas and the elevators until such time as storage is made available on the property.*

**9.14.4** Appliances stored in the storage lockers shall not be plugged into electrical sockets.

**9.14.5** Items shall not be stored to a height above the crosspiece of the locker in areas having a sprinkler system.

### **9.15 Public Ways**

The sidewalks, driveways and passageways of the Community must not be obstructed or used for purposes other than ingress and egress

**9.15.1** Items of personal property shall not be left, parked or allowed to stand in any part of the common elements, parking lots or common driveways so as to interfere with ingress and egress. Items left in violation of this section shall be removed at the Resident's risk and expense at the direction of the Board.

**9.15.2** Surfboards and bicycles and related items shall not be left or allowed to stand on any part of the Community, other than within the confines of an Apartment or any storage area set aside or assigned for such purposes. Bicycles, roller skates, skateboards and similar vehicles or items shall not be operated on walkways or sidewalks or within the parking areas. Bicycles may be walked in the garage if going directly to and from designated storage racks to the building's exterior if done in a safe controlled manner.

**9.15.3** No shoes, slippers, floor mats, rugs or other personal items shall be left in view at the front entrances to Residential Apartments.

**9.15.4** Residential Apartment entrance doors shall not be left ajar or blocked open.

**9.15.5** Climbing of walls, trees, fences and other common elements is prohibited

### **9.16 Guest Units**

**9.16.1 Use.** Guest Unit #610 is available to family members and guests of Residents only. No fee, compensation, reimbursement or other remuneration for the use of a Guest Unit may be charged by a Resident to a guest on account of the reservation or use of the Guest Unit. No more than four (4) guests shall be permitted for sleeping purposes in the Guest Unit.

**9.16.2 Reservations.** Residents may reserve the Guest Unit through the General Manager on a 'first come, first served' basis no earlier than six (6) months before the reservation date.. No reservation may be made for longer than seven (7) or less than two (2) nights. A \$50 per day fee is required from the Owner at the time of the reservation, which will be non-refundable. A \$75 key and fob deposit is required and refundable upon check-out.

**9.16.3** Check-in/Check-out. Check-in time is after 3:00 p.m.; check-out is at 12:00 noon.

**9.16.4** Frequency of Use. Owners may reserve the Guest unit for no more than seven (7) nights in a twelve (12) month period, except that Owners may reserve additional nights when the Guest Unit is available and unreserved not more than two (2) weeks before the requested reservation.

**9.16.5 Smoking.** No smoking of any kind is allowed in the Guest Unit.

**9.16.6 Pets.** No pets of any kind, except "specially trained animals" as defined in the Bylaws, are allowed in the Guest Unit.

**9.16.7 Violations.** Guests who violate these rules will be asked to leave the premises by security personnel.

**9.16.8 Housekeeping.** Housekeeping services will be provided according to a schedule set by the General Manager. Bed linens will be provided.

**9.16.9 Owner Responsible.** The Owner will be personally responsible for any costs incurred by the Association to clean or repair damages to the Guest Unit or to repair or replace any furnishings or amenities provided in the Guest Unit, which shall be due upon written notice from the General Manager. Failure to pay any such cleanup or repair costs when due shall entitle the Association to assess such costs as a Special Assessment, and entitle the Association to such remedies and rights as are provided in the Declaration.

### **9.17 Dress Code**

All Residents and guests are required to wear appropriate clothing while in any of the common areas, including shirts and shoes. Bare feet and bathing suits are not allowed at any time in any of the common areas except the pool. No wet clothes are permitted in any common areas of the building. Appropriate footwear is strongly recommended on the pool deck.

## **10. APARTMENTS AND EXCLUSIVE USE LANAIS**

### **10.1 Occupancy of Apartments**

**10.1.1 Record of Occupants.** Each Owner and Occupant shall file his or her name, address and phone number with the General Manager upon purchasing or taking occupancy of an Apartment.

**10.1.2 Number of Occupants.** Occupancy is limited to no more than two (2) persons per bedroom in each Residence, not including children under the age of five (5) years, but in no event shall the number of Occupants per bedroom exceed three (3), including children under the age of five (5) years.

**10.1.3 Absent Owner.** An Owner shall be responsible for designating a local agent (a real estate broker, corporation, firm or individual authorized in writing to act on behalf of any Apartment owner) to represent his or her interest if he or she will be absent from the Residence for more than thirty (30) days. The Owner shall file with the General Manager his or her address and telephone number and the address and telephone number of the agent. At his or her expense, the Owner shall have his or her agent or some other designated person conduct periodic inspections of the closed Apartment, assuming responsibility for the contents of the Apartment.

**10.1.4 Conduct of Occupants.** A Resident of the Community shall be responsible for the conduct and actions of all occupants of his or her Apartment and their guests at all times and shall ensure that their behavior is neither offensive to any other Resident nor damaging to any portion of the Community. No one is permitted to play in the parking areas.

**10.1.5 Guests.** Owners and Occupants are responsible at all times for the reasonable conduct of their guests.

### **10.2 Rentals/Temporary Occupancy**

**10.2.1 Use By Lessees Tenants and Guests.** Owners who permit occupancy of their Apartment by others shall convey a copy of these Rules to the Occupant. Each Owner shall be responsible for the actions or omissions of all Occupants of his or her Apartment and their guests.

**10.2.2 Conduct of Tenants and Guests.** An Owner shall, upon the request of the Board, immediately abate and remove, at the Owners expense, any structure, thing or condition that may exist with regard to the occupancy of an Apartment by the Owners tenants or guests contrary to the intent and spirit of these Rules. If the Owner is unable to control the conduct of the tenants or guests, the Owner shall, upon request of the Board, immediately remove such tenants or guests from the Community, without compensation for lost rentals or any other damage resulting from such removal.

**10.2.3 Appointment of Local Agent.** Owners shall be responsible for designating a local agent to represent the Owners' interests if the Owners residence is outside the State of Hawaii. Such Owners shall file with the Board the name, address and telephone number of the agent.

**10.2.4 Notice.** The Board shall be notified by the Owner or the Owner's agent of the name and duration of stay of any tenant. Compliance with Section 10.1.1 constitutes such notice.

### **10.3 Nameplates**

Nameplates and names, including those affixed to mailboxes, shall be placed only in places and in the form approved by the Board.

### **10.4 Security**

Owners, Occupants or guests who entrust the key to an Apartment, vehicle or other item of personal property to an employee of the Board or the General Manager do so at the sole risk of such Owner or Occupant or guest. Neither the Board nor the General Manager shall be liable for any resulting injury, loss or damage of any nature whatsoever.

### **10.5 Emergencies**

If the immediate services of the police department, the fire department, an ambulance or doctor are required, the desired agency or person should be called directly. Any emergency, particularly such emergencies as flooding, fire, theft, etc., should also be brought to the attention of the General Manager, if available, or Security.

### **10.6 Electronic Equipment**

All radio, television or other electronic equipment of any kind or nature installed or used in each Apartment shall fully comply with all rules, regulations, requirements or recommendations of the public authorities having jurisdiction and the Owner shall be liable for any damage or injury caused by any radio, television or other electronic equipment in such Owner's Apartment.

### **10.7 Appliances**

Owners' manuals for appliances have been provided to all Owners and should be reviewed thoroughly. These manuals should be retained by each Owner and transferred to new buyers. Owners should adhere to maintenance requirements specified in each manual for warranty and safety purposes.

### **10.8 Water Facilities**

Toilets, sinks, and other water or sewer facilities in the Community shall not be used for any purpose other than those for which they were designed. Sweepings, rubbish, rags or other articles shall not be thrown into such facilities. Any damage resulting from misuse of any toilets, sinks or other water facilities in an Apartment shall be repaired by the Owner of such Apartment at his or her sole expense.

## **10.9 Aesthetics**

**10.9.1** No Resident shall permit an unsightly condition to be maintained in open view from his or her Apartment. Exclusive Use Lanais or any limited common elements appurtenant thereto or adjoining common area of the Community.

**10.9.2** For the purpose of this provision, "unsightly condition" includes, but is not limited to, the following: litter, trash containers, except as specifically provided; broken or excessively scarred furniture; inoperative or broken machinery or equipment or parts thereof; non-decorative gear, equipment, cans, bottles, ladders, crates or barrels; unshaded or improperly shaded lights that create objectionable glare; and weeds, untrimmed and other uncultivated plant life.

**10.9.3** No shades, awnings or window guards shall be used without the prior approval of the Board. Garments, rugs, mops or other objects all not be dusted or shaken from windows and lanais or cleaned by beating or sweeping on the lanais or any exterior part of the buildings. Without limiting the foregoing, nothing shall be hung from windows or Exclusive Use Lanais.

**10.9.4** Neither footwear nor floor mats shall be placed in the hallways of the building.

## **10.10 Apartment Sales**

While selling an Apartment, public open houses are expressly prohibited. A broker's open house is permitted and must be attended by licensed real estate agents only. Agents will be required to sign in at the Security Desk prior to admittance. Apartments for sale must be shown to prospective buyers by appointment only.

## **10.11 Right and Duty of Owner to Insure**

The Association maintains a blanket insurance policy that protects the Association, its employees, and the building. It does not protect the personal property of individual Owners or any improvements made to the Apartment by the Owner.

**10.11.1** Owners are required to obtain and review their insurance coverage prior to moving in and to confirm that their Apartment and personal property is properly covered for loss due to casualty or theft.

**10.11.2** Per Section K.2. of the *Declaration of Condominium Property Regime of Ko'olani*, Each Owner shall maintain property insurance against losses to personal property located within the apartment, which property insurance shall include additional living expense coverage and liability insurance against any liability resulting from any injury or damage occurring within the apartment. Such insurance shall also include coverage against any damage caused by an Owner to another Owner's Apartment or Common Elements. The Association's insurance policies will not provide coverage against any of the foregoing. (See Section K.2. of the *Declaration* for more details.)

**10.11.3** All employees of the Association are covered by the building's blanket liability and Workers Compensation insurance policies only during their scheduled hours of work in the Community. Should an Owner in the Community employ any employee during off duty hours, it is with the understanding that the Association incurs no liability from the acts or omissions of such employee during off-duty hours.

### **10.12 Entertaining**

Residents are requested to provide the Security Desk with a list of all guests prior to a scheduled event involving 20 or more individuals.

### **10.13 Clothes Lines**

No clothes lines or other outside clothes drying or airing facilities shall be permitted on any part of the common elements or lanais so as to be visible from other Apartments or the common elements of the Community.

### **10.14 Draperies**

Draperies and other window treatments visible from outside an Apartment must be of a neutral color.

### **10.15 Waterbeds**

No waterbeds shall be kept or used in any Apartment.

### **10.16 Access to Apartments**

The General Manager is not required to give access to an Apartment without the written permission of the Owner thereof, a registered Agent of the Owner or a registered Occupant.

### **10.17 Association Employees**

**10.17.1** Association employees may not be called on to perform work which is not the responsibility of the Association, nor shall employees of the Association take or conduct private employment on the premises.

**10.17.2** No Resident shall harass, intimidate or otherwise threaten any Association employee.

### **10.18 Observance of Law**

Each Owner and Occupant will at all times keep his or her Apartment in a strictly clean and sanitary condition and will observe, perform and abide by all laws, ordinances, rules and regulations now or hereafter made by any governmental authority and all restrictions, covenants, conditions, and provisions of the Declaration, the Bylaws, these Rules and any agreements, decisions and determinations duly made by the Association.

### **10.19 Exclusive Use Lanais**

**10.19.1** Furnishing Exclusive Use Lanais. Only appropriate furniture and small plants shall be placed on Exclusive Use Lanais, and any unsightly or disturbing items shall be removed at the request of the General Manager.

**10.19.1.1** Small trees or plants over five feet high which may shed leaves on other Exclusive Use Lanais or encourage nesting of birds are not permitted. All plants shall be placed in containers so as to prevent the dripping of water or soil onto other Apartments or the common areas and no excessive watering shall occur.

**10.19.1.2** Lanai furniture and other objects can present a serious risk during high wind events. Residents must remove furniture and other objects from their lanais on such occasions to minimize risk. Any Resident who will vacate his/her Apartment for a week or more must remove all furniture and other objects from the lanai.



**10.19.2 No Unsightly Objects.** Towels, bathing apparel, swimming, snorkeling, surfing or body boarding gear, clothing and other unsightly objects shall not be placed on Exclusive Use Lanais or windows so as to be in view from outside the building or from any other Apartment.

**10.19.3 No Discarded Objects.** The throwing of cigarettes, matches or any other objects from Exclusive Use Lanais, windows or fire escape balconies or the use of any type of fireworks, including sparklers, anywhere within the building or on the building grounds is expressly prohibited.

**10.19.4 Barbeques.** No fire or barbecuing is permitted on any Exclusive Use Lanai.

**10.19.5 Banners and Flags.** The United States and Hawaii State flags may be displayed at all times. All other banners and flags are not permitted to be displayed.

**10.19.6 Birds.** Birds shall not be fed on Exclusive Use Lanais or window ledges, nor shall any structure or plants be placed or left on Exclusive Use Lanais or window ledges which might encourage the nesting of birds. Owners of unoccupied Apartments shall take action to make sure that no bird nesting occurs.

**10.19.7 Cleaning of Exclusive Use Lanais.** Care must be taken when cleaning Exclusive Use Lanais and window ledges to prevent water from dripping or pouring onto other Exclusive Use Lanais or window ledges or running down the exterior of the building.

**10.19.8 Windbreaks.** Lanai windbreaks of 1/8 inch or thicker clear plastic sheets installed with aluminum fastenings are approved. The plastic is to be fastened on the inside of the Exclusive Use Lanai railing. No other finish or decoration of any kind is permitted on the clear plastic sheets.

**10.19.9 Awnings.**

**10.19.9.1 Design and Material.** Lanai sun awnings of the design and material approved by the Board Directors may be installed in the manner and at locations approved in accordance with the Architectural Guidelines. No other style or design awnings are authorized for installation, and any nonconforming awnings are to be replaced only with the approved type.

**10.19.9.2 Maintenance of Awnings.** When an awning is installed, the owner shall assume responsibility for proper maintenance. Awnings which present an unsightly appearance because of dirt, rips in the material, or for any other reasons, shall, upon written request by the Resident Manager, Board of Directors or the General Manager, be cleaned, repaired, or removed immediately.

**10.20 Maintenance**

**10.20.1 Maintenance of Apartments**

**10.20.1.1** Every Owner shall at all times promptly perform all repair and maintenance work within his or her Apartment and appurtenant Exclusive Use Lanai, if applicable, for which the Owner is responsible pursuant to the Declaration and the Bylaws, and shall be responsible for all loss and damage, including loss or damage to any common element or any other Apartment, caused by his or her failure to do so.

**10.20.1.2** No Owner shall interfere with any other Owners' use of any maintenance easement or right of access that may affect the Owner's Exclusive Use Lanai. Such maintenance easement exists for the benefit of the adjacent Apartment and the maintenance of that Apartment.

**10.20.2 Painting.** It is intended that the structures of the Community shall present a uniform appearance. To that end, the Board may require the painting of exterior walls of all or part of any structure or Apartment and regulate the type and color of paint used. The Board is authorized to contract for said painting and to make payment therefore out of the maintenance fund in the case of common elements, Exclusive Use Lanais or limited common elements and in the case of individual Apartments, the Board shall individually charge such sums to the respective Owners.

**10.20.3 Structural Changes.** No structural changes of any type shall be permitted to an Apartment except as permitted under the Declaration, the Bylaws and/or the Architectural Guidelines. No additions or alterations to the original design of an Apartment, which are visible from the exterior of any Apartment, shall be permitted except as authorized pursuant to the Declaration, the Bylaws or the Architectural Guidelines. The addition of air conditioning units is considered an alteration for the purposes of these Rules.

**10.20.4 Antenna.** No private radio, satellite dish, television or other outdoor antenna will be erected or installed on or anywhere within, or attached to or protruding from, the Apartments or the common elements, except as expressly permitted in the Architectural Guidelines.

## **11. PETS**

### **11.1 Permitted Pets**

No livestock, poultry, or other animals whatsoever shall be allowed to be kept in any part of the property, except that dogs, cats, or other typical household pets, such as a guinea pig, rabbit, fishes, or birds may be kept by occupants in their respective apartments subject to the conditions and restrictions contained herein, but shall not be kept, bred, or used therein for any commercial purposes. Except for fish, no more than one (1) pet shall be allowed per apartment. No pet may exceed twenty-five (25) lbs. in weight. No infant or juvenile of any type or breed which, when fully grown, is likely to exceed twenty-five (25) lbs. in weight, may be kept on the property. No Resident may maintain any aquarium or other container that contains or can hold more than thirty (30) gallons of water. No "pest" as prohibited by State law may be kept. Notwithstanding the foregoing, certified guide dogs and signal dogs and other such animals specially trained to assist handicapped individuals may be kept on the property.

Except when in transit, pets (other than specially trained animals) shall not be allowed in any common area other than the "Pet Park" on the recreation deck level. Any pet (other than a specially trained animal, which must be kept on a leash) in transit through the common areas must be carried, whenever practicable, or on a leash which keeps the pet within three feet (3') of its handler's feet. Pets shall not be allowed to come into contact with persons other than their handlers, except as permitted by other persons.

### **11.2 Pet Play Area**

Pets are allowed in the pet play area only when on a leash in the control of their Owner or handler. Handlers must exercise caution bringing their pets into the Pet Park area when other pets are already using the Pet Park area. As referenced above, pets are not allowed in other common areas, except when in transit. Specifically, pets are not allowed anywhere on the sixth floor Recreation Deck (including the pool area, walkways, tennis courts, and barbecue sites) except for the Pet Park and the walkway directly from the tower to the Pet Park.

### **11.3 Registration and Insurance**

**11.3.1** Any Resident who intends to keep a pet pursuant to these rules shall register the pet with the General Manager prior to bringing such pet onto the property. Pet owners shall indemnify the Association of Apartment Owners and hold it harmless against the loss or liability of any kind arising from their pet. Pet owners shall comply with all applicable ordinances of the City and County of Honolulu pertaining to pet ownership.

**11.3.2** Upon registration, each pet owner must show evidence of having homeowner's or renter's liability insurance which covers animals or pets with liability limits of at least \$300,000 and also naming the Association as an additional insured. A certificate for this insurance shall be provided to the Association by no later than January 31<sup>st</sup> of each calendar year. This rule shall not apply to properly documented service animals although owners of service animals are encouraged to voluntarily comply for their own financial well-being and protection.

### **11.4 Disposal of Animal Waste**

Residents are responsible for the immediate and proper disposal of all animal wastes from any location on the property, including from the Pet Park area. The Board may impose a fine or other sanction, including the forfeiture of the right of such Owner or animal to use the Pet Park area, for failure to promptly and properly dispose of animal wastes.

### **11.5 Damage**

Any personal injury or property damage to property caused by a pet will be the full responsibility of the pet owner and the Owner of the Apartment in which the pet is kept.

The costs of repair or replacement and/or the cost of personal injury damages shall be specially assessed to such person(s). Each owner of a pet and the owner of the Apartment in which such pet is kept shall indemnify and hold the Association and the Board harmless from and against any and all claims, liabilities, or damages arising out of the presence of such pet in the Apartment and elsewhere on the property.

### **11.6 Nuisance; Removal**

Any pet that is a nuisance or causes unreasonable disturbance to any Resident or causes damage to the property or its occupants shall be promptly removed by its Owner or by the Occupant of the Apartment in which it is kept promptly upon the request of the Board in accordance with the guidelines set forth in Section 14.1.1 of this document.

### **11.7 Violations**

Violations of any of the rules outlined in Section 11 shall be fined, assessed damages and/or have their pets removed from the property at their expense in accordance with the guidelines set forth in Section 14 of this document. Responsibility for the payment of fines and damages accrues to the Owner of the apartment, whether or not the owner is the current Resident. The Board and General Manager shall not be subject to any claim for liability or damage in the exercise of such authority. The Board reserves the right to levy fines and assess damages for violations where fines and damages have not been specifically referenced in these Rules and Regulation, as well as the right to have issued liens against Owners for unpaid fines and/or damages costs.

## **12. NOISE, NUISANCES AND HAZARDS**

### **12.1 Hazards; Unlawful Activities**

No Owner or Occupant shall use or permit to be brought into the buildings or common areas of the Community anything deemed hazardous to life, limb or property, such as gasoline, kerosene, naphthalene or other combustibles of like nature, nor any gunpowder, fireworks or other explosives. No activity shall be engaged in and no substance introduced into or manufactured within the Community that might result in a violation of the law or in the cancellation of the insurance or increase the insurance rates on the Community, if any.

### **12.2 Nuisances**

No nuisances shall be allowed on the Community and no activity or condition shall be allowed which is improper or offensive in the opinion of the Board or which is in violation of the Declaration, the Bylaws or these Rules or which unreasonably interferes with or is an unreasonable annoyance to the peaceful possession or proper use of the Community by other Owners and Occupants.

### **12.3 Disturbances**

Owners and Occupants shall not cause excessive noise of any kind and shall be considerate of other Occupants at all times. Occupants shall not make or cause, or permit their families or their guests to make or cause, noises which will unreasonably annoy or interfere with the rights, comfort and convenience of other Occupants.

### 13. DESIGN GUIDELINES

All improvements and modifications to Apartments must be constructed in accordance with the rules, regulations and requirements set forth in the Design Guidelines attached hereto as Appendix A.

### 14 VIOLATIONS OF RULES & REGULATIONS

#### 14.1 Fines

Pursuant to Section 5.1® of the Bylaws and Section 514B-104(11), Hawaii Revised Statutes, the Board of Directors hereby gives the Managing Agent, the Building Manager, and the Operations Staff the right, in addition to any other rights or remedies, to issue violation notices and to levy fines. Fines duly imposed but unpaid shall constitute a lien against the Owner's Apartment that may be foreclosed upon in the same manner as for the foreclosure of a lien for unpaid common expenses.

#### 14.2 Schedule of Project Fines & Damages for Violations of Rules & Regulations

Before the Association levies a fine, the Building Manager or Operations Staff will issue the number of warnings associated with the violation to the Resident. Warnings and fines for violations are listed below. If violations occur after the prescribed number of warnings has been issued, the Building Manager, on behalf of the Association, will generate a letter to the Resident (and to the Owner, if the Owner is not also the Resident) that includes notification of the fine, damages, and any associated legal costs. The Board reserves the right to levy fines and assess damages for violations where fines and damages have not been specifically referenced in these Rules and Regulations.

##### Document Section

##### Fine Amount & Warnings

#### 14.2.1 Pets

Section 11.1 - Permitted Pets	*See below	One Warning
Section 11.1, 11.2, 11.4 - Control of Pets	\$25	One Warning
Section 11.3 - Registration	\$100	One Warning
Section 11.6 - Removal	Cost of Removal	---

\*Violations of the conditions outlined in Section 11.1, (Permitted Pets) will result in the following:

- \$10 per day fine thirty (30) days after the date of the original warning.
- Removal of the pet from the Property ninety (90) days after the date of the original warning.

## 14.2.2 Parking Areas, Roadways and Vehicles

Section 6.1 - Resident Parking	\$50	Two Warnings
Section 6.2 - Guest Parking	Vehicle Towing	No Warnings
Section 6.3 - Common Element Parking	\$50	Two Warnings
Section 6.4 - Maintenance of Parking Stalls, Driveways	\$50	Two Warnings
Section 6.5 - Observance of Signs, including speed limit	\$50	Two Warnings
Section 6.6 - No Impeding of Access	\$50 Towing (at discretion of GM)	Two Warnings No Warning for Towing
Section 6.7 - Condition of Vehicles	\$50	Two Warnings
Section 6.8 - Oversized	Cost of Damages \$50	No Warning, if damages result One Warning
Section 6.9 - Vehicle Washing	\$50	Two Warnings
Section 6.10 - Pedestrian Crosswalks	\$50	One Warning
Section 6.11 - Damage Resulting from Vehicles	Cost of Damages + \$50/day, 14 day maximum/incident	No Warnings
Section 6.12 - Non-use of Lights in Parking Garage	\$50	Two Warnings
Section 6.13 - Playing in the Parking Area & Roadways	\$50	One Warning

## 14.2.3 Discarding Objects from Exclusive Use Lanais

Section 10.19.3 - Discarded Objects	\$500	No Warnings
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## 14.3 Right of Appeal

**14.3.1** The Resident may appeal a fine within thirty (30) days after receiving notice thereof, by filing with the Secretary a written notice of appeal and the reasons thereof. The filing of a notice of appeal shall not halt the accrual of any ongoing fines or penalties which are the subject of the appeal. However, the Board may waive or rescind all or part of the aforesaid fines or penalties at the time of the hearing of such appeal.

**14.3.2** If the Resident fails to file a notice of appeal within the time allowed, he or she shall be deemed to have waived his/her appeal rights and if a fine was levied, it shall be paid by the Resident within fifteen (15) days of the date of the written notification of the fine.

**14.3.3** In lieu of requesting a hearing when filing a notice of appeal, a Resident shall have the right to initiate a dispute resolution process as provided by Sections 514B-161, 514B-162, or by filing a request for an administrative hearing under a pilot program administered by the State Department of Commerce and Consumer Affairs.

**14.3.4** If the Resident requests a hearing as part of his/her written notice of appeal, the Resident shall be notified in writing of the date of the hearing which shall be heard at a meeting of the Board within ninety (90) days of the Association's receipt of the Resident's notice of appeal.

**14.3.5** The alleged Violator/Owner shall have the right to be heard in person or through a spokesperson at the hearing and/or by submission of a written statement.

**14.3.6** If the Resident does not intend on appearing at the hearing in person or through a spokesperson, he/she may send the Board a written statement of facts, affidavits or declarations of witnesses, and other materials the Resident wants the Board to consider in deciding the alleged violation.

**14.3.7** The Board shall vote as to whether the fine or penalty shall be affirmed. If a majority of those present vote in the affirmative, the fine or penalty shall stand and shall be remitted by the Resident in full within seven (7) days of the date of such meeting. If less than a majority of those present vote in the affirmative, then the fine or penalty shall thereby be rescinded.

#### **14.4 Miscellaneous**

**14.4.1** Upon providing notice to all owners, the Board reserves the right to establish a new schedule of fines at any time.

**14.4.2** In the event of a violation of the governing documents that poses a threat to persons or property, as determined by the Association or the authorized representative of the Association, the procedures set forth herein above and below, may be suspended and the violation referred directly to legal counsel for appropriate action.

**14.4.3** In addition to the imposition of fines, the Association or authorized representative of the Association is empowered to take all such other action as permitted by the Declaration, Bylaws and House Rules to enforce the provisions of the governing documents. This includes the retention of legal counsel, initiating legal action or arbitration proceedings, and/or any other form of remedy available to the Association. All remedies shall be cumulative and not be exclusive of the other.