

The Wailana At Waikiki

❖ **HOUSE RULES** ❖ **REVISION 1 - 7 APRIL 2017**

The authority for these Rules and Regulations is contained in Article VII, Section 7 of the By-Laws of the Association Of Owners, The Wailana At Waikiki. Responsibility for enforcement is vested in the Board of Directors and exercised primarily by the Building Engineer or Operations Supervisor and/or Managing Agent acting on its behalf.

The purpose of these Rules and Regulations is to promote harmonious living within The Wailana with emphasis on the right to the peaceful enjoyment of one's home and commercial units. These Rules and Regulations are also intended to protect all residents from annoyance and nuisance caused by improper use of apartments, commercial units or common elements of the property, as well as to protect the desirability, reputation and value of The Wailana At Waikiki.

All owners, occupants and their guests must comply by these Rules and Regulations and by standards of reasonable conduct whether specifically covered by these Rules or not.

Any violations should be reported to the Office Staff and/or Managing Agent. If the office is closed and immediate action is needed, the Security Guard on duty should be contacted to remind the resident of the House Rule provisions and document any alleged violation(s) for review by Management.

EMERGENCY INFORMATION

Important Phone Numbers

Emergency: Police ☞ Fire ☞ Ambulance 911
Onsite Manager: 216-6768
Security: 222-2002
Hawaii First Inc: 531-5566

Emergencies

Building Security Guards patrol the "common areas" but are not authorized to become involved in incidents of a private nature. If the Honolulu Police Department, the Fire Department, an ambulance or doctor is required, the desired agency or person should be called directly. Any after-hours emergency or notification of emergency personnel (fire, ambulance, and police) or emergencies involving water leaks and/or flooding should promptly be reported to the Security Guard who will provide the required documentation to the Office and contact the appropriate Personnel as per protocol.

Fire Alarm Boxes and Emergency Exit

Fire Alarm boxes and emergency staircases are located at each end of the corridors. Every person should familiarize him/herself with the location of the box nearest his/her unit. Please note that once the emergency staircase is entered, a stairwell key is necessary to enter into any floor other than the ground floor. If you are disabled and may require assistance, provide the office with your information. The Wailana Management Office maintains a list of disabled occupants who are not able to utilize the stairwell to exit the building. This list will be provided to Emergency Personnel responding to a fire or emergency evacuation.

To assist you in remaining prepared in the event of a hurricane or any other catastrophic event, the Emergency Preparedness List is attached.

Elevators

In the event of an emergency while in an elevator, push the “Call” button. This will automatically connect the occupants with the elevator company’s emergency communication center and assistance will be provided.

Entry To Unknown Persons

Occupants shall not open security doors, provide the elevator security code or allow anyone to enter unless they are personally known to be occupants, employees or to have legitimate business in the building; nor shall occupants leave any opened security door unattended. If any security door is open during the day, never assist an unknown person by using an access security key to permit unauthorized entry to a residential floor or parking level.

Report Suspicious Loitering

Occupants should immediately notify the Security Guard on duty or any Wailana Staff if strangers or suspicious persons are noticed loitering in or around the premises.

NEW OWNER / GENERAL OCCUPANT INFORMATION

Cable Channel 57

Cable Channel 57 provides a view of the 1st floor lobby area. Displayed on the screen are changes to the security code for the elevators, telephone numbers for the office and security, and information of immediate importance to residents may also be posted, such as an emergency shutdown of any nature.

Granting Entry to Your Guests with the use of the Enter Phone System

When you have a guest coming, you can provide entry to the lobby door and give them the code to be used on the elevator keypad so they can get to your floor by following these procedures:

- Have your guest look up your name on the directory to the left of the lobby entry door.
- Using the phone by the door, enter the pound (#) sign and the 3 digit code next to your name; this will ring your phone.
- You need to press “9” on your telephone before you hang up in order to unlock the entry door to the elevator lobby. Hold it long enough for the door to open allowing your guest to enter.
- You must give your guest the current code for the elevator. The current code must be entered on the elevator pad followed by the pound (#) sign. The red light on the pad will turn to green. While the light on the number pad is green, push your unit’s floor number. The floor number will then light up.

Unauthorized Individuals Entering the Building

If you do not recognize the individuals who are trying to enter The Wailana, it is very important that you do NOT assist them. We have had people pretend to be talking on the phone in order to get “buzzed in” or attempt to “piggy back” behind residents when they come through the door. Do not help anyone access a residential floor.

Suggestions and Complaints

Complaints and suggestions regarding the building shall be made in writing or by email directly to the Management Office or Managing Agent.

Wailana Email

The email for the management office is: admin.wailana@hawaiiantel.net or osm.wailana@hawaiiantel.net . These email addresses can be used to report all non-urgent maintenance issues like lights being out, excessive oil puddle in parking stall, etc., as well as to give suggestions or express concerns.

Noise

Be considerate to your neighbors by keeping the noise level down in your apartment if you have your lanai door open.

Special care should be taken between 9:00 PM and 8:00 AM to reduce noise in your unit and/or on the lanai.

Air Conditioning (Additional information is located on page 14 under Air conditioning)

The Wailana is responsible for delivering chilled water to each unit while the owner/resident is responsible for all elements of the air conditioning system once the pipe enters the individual unit. There are quarterly checks performed by contracted personnel; ADVANCE notice will be provided as to the date your unit will be serviced. The following are things you can do to conserve energy and preserve the life of your air condition unit:

- » Turn the air conditioning unit “OFF” when windows and/or doors are left open.
- » Vacuum clean air duct with a brush attachment (turn the unit off while performing this maintenance).
- » Change the fan motor speed and thermostat from low to high periodically to keep the temperature control valve operative.

Procedures to Determine Responsibility for Air Conditioning Problems

Please contact Management as soon as a problem is noticed. The Maintenance Staff will check the temperature of the chilled water being delivered and check for any other obvious problems such as a malfunctioning motor or defective temperature control with Air Conditioning. If the problem is that of an owner/occupant, the owner should contact a licensed air-conditioning company for an inspection. If an independent contractor is called, please advise the Manager of the arrival time so he or his designee can jointly inspect and evaluate the problem with the air-conditioning contractor.

Procedures to Determine Responsibility for Water Damage Problems

Please contact Management as soon as a problem is noticed. The Maintenance Staff will check the problem and let the owner know if it is an Association problem or unit owner problem. There are three plumbing-related items that have become big problems causing water damage to several units and the units below them. You should know that you are responsible for water damage to other units if these areas leak and cause damage. Below are the most serious problems the owner/occupant is responsible for:

1. The wax seal around the toilet is leaking. These seals should be changed every 7 to 10 years. Often the year the toilet was made is printed on the inside of the tank. You may not be able to tell that the seal needs to be replaced from a visual inspection, so you need to make it a regular replacement item.
2. Those showers that still have the original shower control have a diverter switch. This is the lever you move to change the flow of water from shower head to faucet. You should take the face cover off and replace this part about every 5 years.
3. Most of the stacked washer/dryers do not have the dryer vented to the outside. Therefore the lint pulled out of the dryer stays in the back of the closet area. This floating lint sometimes becomes stuck in the washing machine's water valve solenoid that opens and closes the hot and cold-water flow from the pipe into the machine. When this happens, the valve can get stuck open and leaks occur. A simple fix is to attach a stocking over the vent hose or buy a lint trap to attach to the end of the hose, which can be purchased at a local hardware store.
4. Failure to turn off all water if you leave for an extended period of time. Routinely check your shut-off valves.

The Wailana at Waikiki insurance does not cover your personal belonging or your liability for injury of someone visiting your apartment. You would also be responsible for any damages to other units because of water leaks, etc. You are encouraged to contact your insurance company and be sure you have the appropriate water damage coverage for condominiums.

Fire Prevention

Be sure your unit has a smoke alarm within 15 feet of each sleeping area. Wall-mounted alarms should be installed so the top is 4 inches to 12 inches from the ceiling and ceiling mounted units should have 4 feet of clearance from any wall. Test these monthly or as recommended by the manufacturer and replace the batteries any time it makes a “chirping” sound.

Satellite Dishes

Satellite dishes are not permitted at the Wailana at Waikiki, except as permitted in writing by the Board or in accordance with the rules and regulations promulgated by the Federal Communications Commission. The

Association provides free basic cable service for all occupants. Occupants may obtain additional services from Hawaiian TelCom at their own expense.

Postal Items And Packages

Packages that do not require a signature are delivered to the Management Office if you are not available. The recipient will be notified of items to be picked up by the carrier. Staff is prohibited from delivering items to individual units. The Association disclaims liability for loss or damage of any item received in the Management Office.

Solicitation

Residents or anyone else shall not perform soliciting of any type, including election campaigning, anywhere on or about the common elements of the property, without specific written approval from the Board of Directors; provided, however, that owners shall be permitted to solicit proxies and/or distribute materials relating to Association matters on the common elements.

Fireworks

Fireworks may not be used anywhere or at any time on building premises.

Shopping Carts

Shopping carts are provided on each parking level elevator lobby as a courtesy for residents to transport groceries and other small items to their units. They are not to be taken off the premises and should be returned promptly to the same parking level from which they were removed. For health and sanitation reasons, these carts should never be used to transport pets. Do not bring outside shopping carts on property.

Smoking

- In accordance with Section 41-21.2(i) of the Revised Ordinances of the City and County of Honolulu, The Wailana is a non-smoking multi-use building. Smoking is allowed only within residential units (including lanais), and all doors between the unit and the common or limited common areas must be closed while smoking is taking place. Smoking is not allowed in the commercial units.
- Smoking is also not allowed on any common areas of the project, including the 4th and 5th floor recreational decks and the passageways leading to the units, the parking garage, or the basement garage and/or loading dock.
- No cigarettes, cigars or other materials shall be thrown from lanais nor put out or disposed of on common areas such as the parking floors, corridors, elevators, stairways, sidewalk, public restrooms, decks, planters, etc. Throwing cigarettes or matches from lanais is a serious fire hazard and may cause destruction of property below.

Attire

Proper attire is required in all common areas including the elevators. Shoes, slippers or other suitable footwear must also be worn. A cover up must be worn in all common areas, other than within the pool area, and while going to and from the pool.

The Wailana In-House Staff

Wailana Employees may perform cleaning, general repairs or other work in or around the interior of any unit during their non-duty hours as may be arranged between the occupant and the staff employee. The Disclaimer and Release Form must be completed, signed by Management and AOO Board Member or Managing Agent, and filed in the Management Office prior to such work beginning. The resident utilizing the employee's services shall assume all responsibility for the said employee and his or her conduct while performing services in or around the premises of the apartment.

Repairs

Any renovation or repair work generating any noise which may be heard anywhere outside of an apartment unit (i.e. drilling, hammering, sawing, etc.) may only be performed Monday to Friday between 8:00 am and 4:00 pm

and Saturday between 9:00 am and 4:00 pm. Elevators are not to be used on Saturdays/Sundays/Federal Holidays for equipment.

Access to Units for Maintenance, Repair or Emergency Reasons

- Access by Wailana Staff to any unit is allowed for the operation of the The Wailana. This may include the performance of maintenance or installation, repair or replacement of any common element. Management shall provide owner/occupant with a "Notice of Entry" form at least 48 hours before any entry into a unit unless immediate entry is for emergency purposes.
- In accordance with Hawaii Revised Statutes ("HRS") 514B-137(b), the Association through its On Site Manager or his assistant shall have the right to enter each unit in the event of an emergency (i.e. flood, fire, etc.) as may be necessary to prevent damage to common element or to another unit. If access keys have not been provided, the owners are responsible for any damage caused by reason of such emergency entry.

Disabled Persons

To the extent necessary for disabled persons to have an equal opportunity to use and enjoy their units, owners shall be permitted to make reasonable modifications to their units and to the common elements appurtenant to the unit in accordance with The Wailana By-Laws at their own expense. Any request for such a modification shall be made in writing to the Board of Directors, describing specifically and in detail the nature and/or basis for such request. The Board of Directors shall not unreasonably withhold or delay such request made by disabled persons. If the Board does not act upon the request within 45 days of the receipt of same, the request shall be determined to be granted.

REGISTRATION / ORIENTATION OF NEW OWNERS / TENANTS

Registration / Orientation

The real estate broker, rental agent or owner is responsible for the registration of every new owner or tenant. Registration with the Office requires a completed Wailana At Waikiki Registration Form and a copy of the rental agreement. This packet of information MUST BE SUBMITTED PRIOR TO THE MOVE-IN. If the Realty Agent does not comply, a letter of complaint will be sent to the Real Estate Commission/Regulatory Agency. Any owner not residing on the island of Oahu should notify the Management Office in writing indicating the name of a local agent authorized to act on his/her behalf.

All new tenants and owners shall:

- Be provided with a copy of these House Rules and be required to acknowledge in writing that they have received and read the same. No move in will be permitted until the Management Office receives this confirmation which is located on the second page of the registration form.
- Submit a completed registration form to the Management Office prior to move-in date.
- Sign an acknowledgment upon receipt of stairwell keys and entry fobs.

KEYS & FOBS

Resident and Commercial Keys for On-Site Manager

Although not required by these Rules, the owner/occupants of all private and commercial units are strongly encouraged to provide the Management Office with an emergency key to their unit. Safeguard procedures have been established for maintaining these keys. If the Management Office has not been provided a key and emergency access is required, the unit owner shall be responsible for all costs and damages incurred in connection with obtaining such entry. In every case, the Management Office will notify the occupant in writing indicating the reason and result of such emergency entry.

Entry/Elevator Security and Parking Garage Fobs

Security keys to the common areas of The Wailana at Waikiki (entry doors, elevator, garage, exercise room and pool) are the property of The Wailana at Waikiki. The owner of each unit will be issued two (2) security swipe fobs for a refundable fee of \$50.00 per fob. For the security and safety of our residents, strict controls have been established to manage the security swipe fobs for the Wailana at Waikiki.

- Owners or rental agents are responsible for providing unit keys and security fobs to their tenant(s).
- The need for additional security fobs must be requested by the owner/owner's representative via a written request containing the reason for the fobs. Upon approval the fobs may be obtained by the owner/owner's representative with the payment of a \$50.00 refundable deposit.
- Broken or lost security fobs will be replaced at a cost of \$50.00.
- Upon sale of a unit or the end of a lease term, any additional security keys purchased will be returned to the Management Office and the deposit refund will be processed and issued by check.
- Fobs will be deactivated upon vacating the premises and will be reactivated only upon the submission of a new Registration form to the Management Office; fobs programmed for realtors will remain active.
- Realtors will not issue security fobs to tenants or allow them to take possession of a unit prior to registration. Failure to comply will result in a complaint filed with the Real Estate Commission/Regulatory Agency.
- The Managing Agent will handle the return of deposit refunds for fobs; this may take up to two months to process.
- New owners should receive two (2) security fobs from the previous owners. A request for more than the two (2) owner(s) fobs should be submitted in writing detailing why the additional fobs are needed.

Stairwell Keys Special keys to the stairwell are available to each occupant for a refundable deposit of \$25.00. Please note that once in the stairwell, you must have this key to re-enter at any floor other than the ground floor.

Circuit Breaker Box Key

A circuit breaker box key is available for a non-refundable fee of \$5.00.

Bicycle and Surfboard Storage Key

Special storage areas are available for bicycles, Segways, motorized cycles, motorized wheelchairs and surfboards. Keys are available for a refundable deposit of \$25.00. Surfboards, Segways and bicycles cannot be stored on lanais, hallways or in other common areas and they are not allowed in the elevators at anytime.

Lock Out Charge

There is a \$20.00 lock out charge to be paid by check paid to the order of The Wailana At Waikiki for any emergency access to a unit after regular Office hours. Contact Security for access.

MOVES - DELIVERIES - SERVICE CALLS

Unscheduled moves and deliveries are not permitted. Moves may only be scheduled on Monday to Friday between the hours of 8:00 am to 4:00 pm (ask for a Loading Dock Time Schedule for exact details) and must be coordinated with the Office. The loading dock is not available for deliveries or moves on Tuesday and Fridays until 1:00 pm due to scheduled restaurant deliveries. All moves and deliveries must be completed by 4:00 pm. No moves or deliveries are allowed on Sundays or Holidays. All moves and deliveries require usage of the freight elevator (elevator # 3) and must be prearranged with the Management Office to ensure there are no conflicts regarding the use of the elevator. Only the freight elevator will be used for deliveries and moves. Small items may be loaded and unloaded from your vehicle on 2P and 3P. However, residents may not stack the items in the elevator lobby or leave their vehicle at the door to the lobby). Residents requiring a moving date must read and complete the Move-In/Move-Out Check List Form and provide a \$250.00 refundable "Damage Deposit" prior to the moving date. It is the responsibility of residents to make certain that all carpeting beginning from the residential floor elevator lobby to the hallway carpeting leading from the unit is protected with an appropriate covering. This covering must be securely fastened to prevent any accidental tripping and must be removed upon completion of the move. Deliveries of appliances and furnishings are permitted on Saturdays from 8:00 am to 11:00 am (only). All Saturday deliveries must be pre-scheduled with the Office. When the delivery truck arrives in the Loading Dock for the Saturday delivery you must call the Security cellular phone at (808) 222-2002. One of our Staff will answer the call and arrange to meet the delivery

personnel at the Loading Dock to facilitate the delivery. The freight padding in Elevator #3 is removed promptly at 11:00 am to return the elevator to residential use only. All deliveries must be completed by 11:00 am.

UNIT ALTERATIONS, IMPROVEMENTS AND REPAIRS

Any renovation or modification project must meet applicable Building Code requirements of the City and County of Honolulu, and owners must obtain the advance written approval of the Board of Directors and any owners, as may be required by the governing documents or law. Approval of an application shall not be deemed to be approval of the engineering design set forth in any plans and specifications. The owner submitting an application shall have the sole and affirmative obligation to obtain appropriate assurance that the work shall conform and when completed, does conform to applicable engineering standards and Building Code requirements. Approval of an application by the Board shall not result in any liability of the Association or the Board for any defect or deficiency in the plans and specifications or the work.

Detailed information regarding the unit alteration procedures and requirements can be found in the House Rules and Regulation Annex 1: Renovations. You must obtain this Annex and follow all its requirements. A summary of requirements is as follows:

- All requests for approval of alterations, improvements and major repairs to any unit or common element must be submitted to the Board of Directors prior to the commencement of any work. Written requests and building permits should be submitted to the office at least 30 days in advance for this approval and verification of licenses. Work may not proceed until the request is approved. Annex 2 details the items that are required in this request and a sample request is provided.
- Any approved work requires a \$500.00 deposit made payable to The Wailana At Waikiki, which will be forfeited in an amount sufficient to pay for any damages caused during and/or as a result of any requested renovations. If the damages actually incurred by the Association amount to less than the deposited sum, a refund will be provided to the owner upon completion of the project. If the damages actually incurred by the Association amount to more than the deposited sum, the owner will be assessed for the additional amounts on a periodic basis throughout the completion of the project and/or upon completion of the project.
- Only licensed contractors will be permitted to provide applicable renovation, construction and/or repair work in the building. Proof of current licenses and certificates of insurance identifying the Association as an additional insured must be provided to the Board in connection with any request and prior to commencement of any work.
- Residential Door Requirements: Doors must be solid core. Doors must meet 20 minute fire rating. No glass decoration for the 00, 01 & 02 Units (Per City & County Building Department related by Fire Department) Reason: Glass is a flammable and combustible material which is prone to shattering when exposed to fire. Because of the close proximity of these units to the elevator lobbies, it is essential to retain a fire to the inside of the unit. If the glass were to shatter and the elevator doors opened to allow someone to exit or enter, this could conceivably create a back draft into the elevator which would pose a serious threat to its operation.
- Asbestos has been found in the popcorn ceiling material originally installed in the building and procedures detailed in Annex 2 must be followed if the ceiling is removed, altered or disturbed.
- Annex 2 also provides more information regarding the type of work that typically requires a Building Permit.
- The Association will seek appropriate legal and/or injunctive relief to halt any work commenced in violation of the Building Code of the City and County of Honolulu and/or for which prior Board and/or owner approval was required but not obtained.
- The Management Office shall be notified upon the completion of work. For those alterations that required a permit, a copy of the Notice of Completion/Certificate of Occupancy will be required.

COMMON ELEMENTS/LIMITED COMMON ELEMENTS

Definitions

- The definitions provided below are for your convenience only and do not supersede or change any definitions or responsibilities as set forth in the Declaration, Bylaws and/or statutes.
- **The Common Elements** include all the exterior walls of the unit, corridors, elevators lobbies and stairwells. Common Elements also include the undecorated/unfinished surfaces of the unit's interior weight bearing walls, the exterior walls of the lanais and units, floors and ceiling surrounding the units and any pipes, wires, conduits or other utility lines running through the unit which are utilized for or serve more than one (or two adjoining) unit(s). The front door is also considered a Common Element and maintenance and repair of the residential unit's front entry door is the responsibility of the Wailana. Owner/tenants are permitted to paint the interior of the unit's entrance door unless the owner has replaced the front door at their own expense. No modification of the unit's load bearing wall, exterior walls and/or corridors will be permitted, and no items may be stored or kept anywhere on the Common Elements, unless otherwise specified.
- **The Unit** includes walls and partitions that are not load bearing within the perimeter walls, and the inner decorated or finished surfaces of all other walls, floors and ceilings and the airspace within the lanai.
- **Limited Common Elements.** There are also other areas defined as Limited Common Elements which are set aside and reserved for exclusive use by certain units. For example the parking stalls, the storage units located along the corridors of the residential floors and storage areas on the 2nd and 3rd floors, all of which are strictly for the use of the owners of residential units. These also include the entryway from the corridor to a unit's front door. Generally, areas that are used for entering and exiting a unit are considered limited common elements as they are for the exclusive use of the occupant. For a complete description of the project's common and limited common elements, please refer to the Association's Declaration.

Prohibited Use of Common Elements

- No one is allowed to loiter or play in the corridors. No horseplay or excessive noise is permitted in the common elements. The use of roller skates, roller blades, skateboards or other like recreational items in the common elements is also prohibited.
- No surfboards, bicycles, or Segways shall be permitted in the entrance lobby, elevators or stairwells. There are special storage areas designated for surfboards and bicycles. Arrangements for storage can be made directly with the Management Office. No one shall place, store or maintain in the halls, lobbies, stairways, walkways, parking areas or other common elements any furniture, packages, trash or objects of any kind. No shoes, beach chairs or other objects may be placed outside of a unit's door. However, artificial plants and door mats are allowed.

Structure and Entrance Decoration

- No unit owner or occupant shall erect or place in or about the project any building or structure including fences and walls, nor make any additions or alterations to common element of this project, including grills, doors or gates in the corridor and unit entryway, nor place or maintain any signs, posters or bills without the prior written approval by the Board of Directors and any owner approval, as may be required by the governing documents or law. Small decorative plants and welcome signs are permitted provided they do not obstruct the egress from the unit or impact in any manner any portion of the common passage way used by other owners/tenants. Notwithstanding any other restrictions contained herein, disabled occupants may apply to the Board of Directors for permission to proceed with improvements, at their cost, as necessary to enable them an equal opportunity to use and enjoy the project, and the Board will not unreasonably deny or delay its approval of such requests, as set forth herein.

OWNERS' RESPONSIBILITIES

Insurance

Wailana at Waikiki requires each owner to have homeowners insurance, at these minimum limits:

- Dwelling (upgrades & AOO deductible): \$10,000 / Contents: \$20,000
- Liability: \$300,000 / Loss Assessment: \$5,000

These are the minimum requirements and may not reflect the actual coverage you need. You are required to provide proof of your homeowners insurance policy for your unit at the Wailana at Waikiki. This can consist of either the declarations page of your policy or a certificate of insurance. Your insurance agent will be able to provide this information to Insurance Associates directly. Please submit proof of insurance by fax, email, or regular mail to Insurance Associates:

Fax Number: 808-792-5359
Email Address: ho6@insuringhawaii.com
Mailing Address:
Insurance Associates
800 Bethel Street, Suite #200
Honolulu, Hawaii 96813

This proof of insurance is required on an annual basis, so to avoid annual requests, you may consider adding Wailana at Waikiki as a "certificate holder" with the address: 800 Bethel Street, Suite #200 Honolulu, Hawaii 96813. Your carrier will then automatically notify Insurance Associates when your policy is renewed each year. Please discuss this option with your insurance agent.

If you do not already have a homeowners insurance policy, you need to purchase one from Insurance Associates or another home owners insurance company. A basic "HO-6" Homeowners Policy, with the minimum required limits listed is required, and if you do not purchase your own policy, or submit proof of existing coverage within 30 days of request or obtaining ownership of your new condo, the Board of Directors will purchase a policy on your behalf, and your Association's Property Management Company will place this charge on your account.

Units for Residential Use Only

The residential units shall be used solely for residential purposes and shall not be used for business or any other purpose.

Residential units will not be rented for less than a three months lease term (90 days). Month to month rents are strictly prohibited. When a lease term expires, a LETTER OF EXTENSION must be provided to the Management Office. If a Real Estate Agent is found to have violated these provisions, a letter of complaint will be filed with the Department of Commerce and Consumer Affairs/Real Estate Commission.

Owners Who Live Off the Island and Rent Their Unit

In accordance with Hawaii State Law HRS 521-43(f) owners who rent out their units and reside outside the island of Oahu must appoint a local agent. The appointed agent must be registered in writing with The Wailana Management Office. In house staff and management are prohibited from managing any unit, except for Association owned units, unless such activity is approved by 67% of the owners.

Actions of Owners, Tenants, Guests and Clients

- Damage to any element of the building or grounds by any resident, family member, guest, tradesmen or client of an owner shall be the responsibility of such owner and such damages shall be repaired at the expense of the owner.
- No resident or commercial tenant shall make nor permit any person, family, guest or employee to make disturbing noises in the building or on the grounds; nor do or permit anything to be done by such persons that will interfere with the rights, comforts or convenience of other residents. Extra care should be exercised to prevent noises that might disturb other occupants after 9:00 pm and before 8:00 am and any time that individuals are on the lanais as noise coming from the lanai is easily heard in other units.
- Inappropriate behavior of said individuals is also the responsibility of the owner.

Renting Units: Owners' Responsibilities

The owner of a unit has the ultimate responsibility for his/hers tenants' compliance with these House Rules and Regulations. Upon request by either the Board or Managing Agent, an owner shall remove any tenant acting in violation of these House Rules and Regulations, without compensation for lost rentals or any loss or damage.

Unit Maintenance

The repair and maintenance of unit interiors and fixtures is the responsibility of the individual owner. It is the responsibility of the respective occupants to maintain their units in a clean and sanitary condition at all times to include prevention of bug or insect infestation at owner's expense

Restrictions in Units

- Draperies, mini-blinds, vertical blinds, plantation shutters or other window coverings must be white or off white (or be lined in these colors) to ensure a uniform appearance from the exterior of the building.
- Nothing shall be allowed, done or kept in any unit, to include lanais, or common element which will overload or impair the floors, walls or roofs, change the uniform exterior appearance of the building and/or cause any increase in the insurance premium rates, cancellation or invalidations of any Association insurance.
- Water furniture of any type is not allowed in units or lanais.

Extended Absences

Owners/occupants are requested to notify the Management Office of any temporary vacancies scheduled to exceed two weeks and provide contact information in case of emergencies such as break-ins, water damage, etc.

LANAIS

Restrictions on Lanais

No boxes, containers, trash or garbage or other unsightly items shall be permitted on the lanais at any time.

Walls and Ceilings

As the undecorated portion of the lanai walls and ceiling are limited common elements, no items may be attached to the lanai walls or hung from the railings or lanai ceiling. This includes light fixtures, decorative items or plastic or fiberglass enclosures, windbreaks and awnings which extend above the lanai railing or end walls, with the exception of flags and/or appropriate holiday decorations. Such items may be displayed during

the respective period of the season. The United States and Hawaii State Flags may be flown at all times, provided they are not larger than 3 feet x 5 feet; they may be appropriately lighted at night.

Patio Furniture

Approved patio furniture, including tables and chairs which do not exceed the height of the railing or exterior wall is permitted. No storage lockers, which exceed the height of the railing or which store exceptionally heavy items that could compromise the structural integrity of the building, shall be placed on the lanai.

Potted Plants

Small potted plants no more than 6 feet tall are allowed. Branches and leaves cannot extend beyond the railing. On the 20th floor; no plants more than 3 feet above the planter, and in no larger than 10 gallon containers are allowed. All plants in the exterior wall planters on the 20th floor will be kept at no more than 3 feet above the top of the exterior wall. No bushes or trees are allowed on the 20th floor. Adequate water catchment must be used to prevent dripping water or soil.

Watering and Cleaning

No garden hose or the like will be used on the lanais. This includes using hoses to water plants or clean lanai floors, walls or glass. Care will be taken that no water drips on or causes damage in any way to other units when cleaning the glass or floor of the lanai.

Dusting, Sweeping, Shaking or Drying Items

Garments, rugs, towels, clothing or other objects shall not be hung from the lanais or windows, nor shall any items be beaten or shaken on or from the lanais, adjoining railing, window or common elements of the project.

Barbeques

Barbeques are limited to those that are electrical. However, if a barbeque creates an unreasonable smoke nuisance or fire hazard its use shall be immediately terminated upon the instruction of the Building Staff and/or Security, and the matter will be brought to the attention of the Board.

No Storage on Lanais

Lanais may not be used for storage of appliances, sports, exercise and play equipment, pets or pet supplies, surplus cartons, boxes, cleaning supplies or other items which would be hazardous. Damaged and/or rusted furniture, dead or dying plants or other objects which adversely affect the uniform exterior appearance of the building are not permitted on the lanai.

PETS

NOTATION: ASSISTANCE ANIMALS ARE EXEMPT FROM WEIGHT LIMITATIONS

Size and Number of Pets

Pets are limited to small dogs (35 pounds or less when fully grown), cats, small caged birds and aquarium type fish. No more than two animals (dog and cats) are permitted per unit. No pets may be kept for breeding or other commercial purposes.

Registration and Deposit

Pets of new occupants/owners must be declared in writing on Registration documents prior to move-in. Any pets acquired after move in must be registered within 7 days. A non-refundable fee of \$50.00 is to be paid into a Maintenance Account for every dog and/or cat brought into The Wailana At Waikiki.

Taking Pets Outside of the Unit

- All pets shall be carried or if walked out be kept on a short leash and muzzled when in the elevators, walkways or other common areas. The owner and pet (except for those used as assistance animals) must wait for the next elevator when there are four or more persons already in the elevator.
- Pets are not allowed on any part of the 4th and 5th level recreation decks, stairways nor any of the landscaped grounds at any time except in case of an emergency evacuation.

Waste Disposal

- Dog and cat owners or their representatives shall be responsible for immediately cleaning up their pets' waste anywhere on the premises.
- All pet refuse must be securely wrapped and tied or bagged in plastic and tied before being disposed of in the building trash chute or dumpster.

Animals that Cause a Nuisance

- A pet that creates a nuisance, poses a hazard, or bites another pet or person must be immediately and permanently removed from the premises upon request of the Management Staff or the Board of Directors.
- A disabled owner of an assistance animal that causes a nuisance or unreasonable disturbance shall be given an opportunity to rectify the problem after being notified by written notice. When the Board determines that the animal must be ejected, the owner will be allowed a reasonable time to obtain a suitable replacement. The animal in question will be permitted to remain at the project during this time, provided that the problem is controlled to a sufficient degree; that being the continued presence of the animal does not constitute an unreasonable imposition upon or danger to other residents.

Definition of Assistance Animal

Pursuant to Hawaii Administrative Rules § 12-46-302, "assistance animal" means an animal that is needed to perform disability-related work, services or tasks for the benefit of a person with a disability, or is needed to provide emotional support that alleviates one or more identified symptoms or effects of a person's disability. Assistance animals may include, but are not limited to, service animals, therapy animals, comfort animals or emotional support animals. Assistance animals may have formal training or may be untrained, and may include species other than dogs.

Feeding Wild Birds

Feeding wild birds is strictly prohibited. Although this practice may seem harmless, the feathers and fecal matter generated create a potential health hazard for our residents. Health risks arise from disease organisms that can grow in the nutrient rich accumulations of bird droppings, feathers and debris and external parasites also may become a problem. The parasites then can invade the building and bite people.

PARKING

Parking Stall Assignment

All parking stalls are assigned to individual residential units. Residents will not use nor permit their guest to use any other parking spaces without prior permission of the parking space owner/occupant. Vehicles that are parked in traffic lanes or other unauthorized areas or in a resident's stall without permission will be towed at the owner's expense.

Safety Measures in Parking Levels

Vehicles must be operated at a safe speed, no more than 5 MPH, and in a prudent manner in the parking areas, access ramps, etc. For safety, operators of vehicles shall use headlights in all parking areas.

Vehicles Allowed in Parking Stalls

- Parking stalls may be used only for: operable vehicles with plates and safety stickers. Storage of any other items or parking of boats, trailers, etc. in the parking stall is prohibited. If a vehicle is improperly parked or other items are stored in parking stalls in violation of these regulations, they will be subject to removal at the owner's expense.
- Only one vehicle and one moped/motorcycle may be parked in each stall. If no vehicle is parked, up to three mopeds or motorcycles may be parked in an assigned stall. Parked vehicles must be parked completely within the stall and not protrude into the traffic lane or infringe on adjoining stalls. Vehicles or mopeds/motorcycles must also be registered in the office with the proper information including make of vehicle, license number and stall number. No bicycles or other items may be placed in the stall.

Maintenance of Stall Area

Owner/occupants will not allow excessive build-up of grease or oil in the parking stall. Litter or oil absorbent material cannot be left in stall overnight. The Building Staff will inspect parking stalls on a periodic basis and will issue written notices for any violations. If the stall is not cleaned within 48 hours after the notice is received by the owner, the Managing Agent will have it cleaned and bill the owner \$50.00 for the expenses incurred.

Electric Cars and Segways

Any owner desiring to park and charge an electric car in their parking stall is required to install an electrical station at their own expense. Details of such proposed construction must be provided to the Management Office for the Board's prior written approval. The owner is responsible for all building permits. Arrangements must be made for private electric billing to the owner for such charging station.

Segways are not allowed in parking stalls, but may be stored in the 2P bike room and must be registered in the office.

Removal of Illegally Parked Vehicles in Owner's Stall (Owner's/Tenant's Responsibility Only) or Removal of Illegally Parked Vehicles In Traffic Lanes (On-Site Management's Responsibility Only)

- It is the owner's responsibility to call the tow company for removal of a vehicle in his/her assigned parking stall. The On-site Management Office or Security must be notified prior to the towing of any vehicle. The tow company must be provided a description of the vehicle's make, model, color, license tag number, and number of doors, stall number and the floor where the vehicle is located. The person requesting the tow must meet the tow truck at the garage entry to open the gate and sign for the removal of the vehicle.

- The On-Site Management Staff will call the tow company to have an improperly parked vehicle removed from a traffic lane or when parked in any other unauthorized area (common/limited common element). Unregistered cars and illegally parked cars may be towed at the owner's expense by the Association at any time.

Washing/Performing Repair Work on Vehicles

- Repair work on vehicles in the parking area is prohibited except for minor adjustments, changing flat tires, dead batteries or similar emergency work.
- Residents may hand wash or polish cars only in their own stall using only a bucket, sponge or cloth. Cars in stalls may not be washed with a hose or rinsed with buckets of water. Any wet residue must be immediately mopped dry to prevent a slip and fall hazard.
- Cars may be washed in the loading dock area on week days Monday to Friday from 5:00 pm to 7:00 pm, on Saturdays from 1:00 pm to 7:00 pm and on Sundays/holidays from 8:00 am to 7:00 pm. Repair work in the loading dock strictly prohibited at any time.

Guest Parking

Two guest parking stalls are available on 3P for use by Wailana guests. Residents must obtain a parking pass from the Management Office or from the Security Staff after office hours. This pass must be displayed on the vehicle's dashboard. Daytime guest parking is restricted to 4 hours and nighttime parking is restricted to 6 hours. Guests should adhere to the time restriction as the parking spot may be reserved for someone else at a later time. No overnight guest parking is allowed. Vehicles violating these rules may be towed by Management or Security Staff at the vehicles owners' personal expense.

RECREATION AREAS

Parties and Cookouts

The 4th and 5th floor recreational areas can also be used for parties or cookouts from 10:00 am to 10:00 pm on weekends (Friday - Sunday) and from 10:00 am to 9:00 pm on weekdays (Monday - Thursday). Parties are for residents and their guests and commercial tenants' company functions and are limited to 50 people, unless the Board of Directors grants a written exception to policy in advance of any function. A refundable \$50 clean up deposit is required and a non-refundable \$70 fee will be charged for set up/take down of the chairs and tables,

and/or a non-refundable \$80 fee for the tent setup/take down. The area must be cleaned in order for the deposit to be returned. Reservations and arrangements must be made in advance with the Management Office.

5th Floor Party Kitchen

A "party kitchen" is located on the 5th floor recreational deck for the use by residents. Reservations and arrangements must be made in advance with the Management Office. The hours of use for this area are 8:00 am to 10:00 pm on weekends (Friday-Sunday) and 8:00 am to 9:00 pm on weekdays (Monday-Thursday). A refundable \$50.00 damage/cleaning deposit is required. The deposit will be returned after the Staff inspects the kitchen and ensures that the grill, if used, and adjoining area are properly cleaned.

1st Floor Exercise Room

An exercise room is available for all residents to use at their own risk. The Wailana is not responsible for any injury incurred by the voluntary used of equipment or resources provided in the exercise room. The security fob is required to access the room. It is open 24 hours a day.

SWIMMING POOL

Swimming Pool Hours

The pool is located on the 4th floor recreation deck and is open from 6:00 am to 8:00 am for quiet water exercise (not to interfere with pool maintenance or cleaning) and then from 8:00 am to 10:00 pm for general use. The security fob will allow entry should occupants wish to use the pool. Please close doors and gates to the swimming pool area upon entering and exiting.

No Lifeguard on Duty

No lifeguard will be on duty and the use of the pool will be at the risk of the user. No one is permitted in the pool unless they are a competent swimmer or are accompanied by a competent swimmer, who will be responsible for their conduct and safety.

Guests and Pool Use

The pool/recreation area is for exclusive use of the residents and their guests. The number of guests is limited to 4 per unit; requests for exceptions may be made through the office. Residents are responsible for the conduct and safety of their guests.

Drinking Containers in Pool Area

Only unbreakable containers may be used in the pool area. Absolutely no glassware, ceramics, chinaware or other breakable containers are allowed in the pool area.

Horseplay

No running, pushing, shoving, jumping or diving into the pool. Toys, loud radio playing, screaming or disorderly conduct are not permitted in the pool area.

Flotation Devices

Recreational water devices (e.g., floating chairs, surfboards, large toys, etc.) are not allowed in the pool; however, water exercise equipment and flexible swim aids are permitted (e.g., life jackets, flotation belts, water wings, etc.) No air mattresses, snorkel or diving gear is permitted to be used, except for small snorkel masks with air tubes.

Sanitation Requirements

In order to maintain pool cleanliness at the high levels required by the Board of Health, appropriate swimming attire (no street clothing) will be worn. Anyone who may be incontinent must wear appropriate, clean, waterproof or leak proof clothing while in the pool.

Health Requirements

No person with bandages or open wounds of any type may enter the pool. No person with a disease generally accepted by the medical community as a communicable through casual contact may enter the pool.

Spitting or Blowing Nose

Spitting, spouting of water and blowing of the nose or urinating in the pool is strictly prohibited. Bathrooms are available down the spiral staircase by the pool that goes to 3P.

Personal Belongings

Do not leave food items, containers, papers or other personal belongs in the pool area.

Toweling Off Required

All swimmers shall dry thoroughly before entering the building and elevators. Bathing suits/swim trunks without shirts or cover-ups are not acceptable outside of pool area. Shoes must be worn outside of pool area.

REFUSE DISPOSAL

Trash Chute Hours and Use

Trash chutes may not be used between 10:00 pm and 6:00 am. Non-recyclable garbage should be securely wrapped and deposited in the chute.

Inappropriate Items for Trash Chute

The following items shall not be put down the trash chute: hazardous materials including items such as paint thinner, gasoline, solvents and other flammable materials; wet garbage, loose paper or trash not appropriately bagged; large empty cartons, oversized packages and other items that might get stuck in the chute. These items should be carried to the garbage containers located in the basement parking garage area. Recyclable items -

newspapers, glass bottles and aluminum cans, should be placed in the bins provided in each floor's trash room. Cardboard boxes (collapsed and neatly stacked) may also be left in the trash room.

Removal of Furniture / Appliances or Other Large Items

Owners/occupants are responsible for the disposal or removal of large items such as packing materials, furniture, appliances, etc. Arrangements may be made with the Management Office for removal of such items using the loading dock. It is the owner's responsibility to place the items on the loading dock on Friday afternoon after 3:00 pm for bulk pick-up on Saturday.

STORAGE

Location

Storage space is available for owners only in common areas on floors 2P and 3P. This space is not assigned by unit, but is allotted by Management in accordance with guidelines set by the Board.

Liability

The Association is not liable for any loss, damage or theft to any stored articles.

Labeling and Inventory

All articles must be clearly labeled with name, unit number and the date the item was placed into storage. Owners should make every effort to arrange stored material so that it takes up the least possible space. Owners are encouraged to inventory items in the storage area annually, at minimum, and revise the label with the new date of inspection and initial. Articles which have been stored and appear to be abandoned in the storage area or found in other parts of the common element may be disposed of by the Board in accordance with HRS 514B-139. Empty cardboard boxes will be labeled with the date and may be stored up to one year (normal warranty period for items).

Prohibited Items

Prohibited items include flammable or explosive materials, large appliances, mattresses and/or upholstered furniture that can attract or harbor insects and rodents.

Access

A member of the Wailana Staff is required to remain in attendance any time the common storage is open.

Bicycles and Surfboards

Special storage areas are available for bicycles, Segways, motorized cycles, motorized wheelchairs and surfboards. Items stored in this area must be in operable condition and license tag or other identification number will be recorded when the items are registered. A \$25 refundable deposit is required for a key to these areas.

AIR CONDITIONING

If you hear or observe dripping water from the air conditioning unit, shut the air conditioner unit off immediately, place the thermostat on the highest temperature and call the Management Office and/or Security.

Maintenance

- The Association provides quarterly maintenance through an independent air condition company. This includes changing the filters, flushing drain pan lines, checking the condition of service pipes and providing anti-algae tablets. Owners will be notified of the maintenance date in advance and have a choice of: (a) allowing Management to use keys on deposit in the Management Office for entry; or (b) schedule a time for the maintenance to be performed while the owner or resident is present. Although there is central air conditioning in The Wailana at Waikiki, the thermostat, vents, water valves, coil units and motor components serving each unit are the individual owner's responsibility.

Operations

- If unit windows and/or lanai doors are open for ventilation purposes, please turn off the unit air conditioning to prevent drain pan overflow caused by condensation and to conserve energy.
- If the unit is to be unoccupied for 24 hours or more, it is recommended that the temperature control be set to 80 degrees and all of the windows and doors are closed.
- Air conditioners should be turned on at least once a month and operated with variations of the fan and temperature setting from high to low to ensure that they are still working properly.

Insufficient Cool Air

A number of problems could prevent the air conditioning unit from delivering sufficient cool air. Of the 7 listed below, the first 6 are owner/occupant responsibilities:

1. Defective thermostat control unit.
2. Malfunction with the valve that controls the flow of cold water to the apartment's coil unit.
3. Accumulation of lint and dirt in the face of the coil unit.
4. Partial blocking of the apartment's cooling system because of corrosion and deterioration of the interior of the coils and the fins on the face of the unit.
5. Failure of the fan motors that drive the fans.
6. Out-of-balance fans.
7. Failure of the building's air conditioning system to deliver sufficient cold water to the apartment's coils.

Procedures to Determine Responsibility

Please contact Management as soon as a problem is noticed. A Maintenance Staff member will check the temperature of the chilled water being delivered and check for any other obvious problems such as a malfunctioning motor or defective temperature control. If the problem is that of an owner/occupant such as those 1 to 6 items listed above, the owner should contact an air-conditioning company for an inspection. If an independent contractor is called, please advise the Manager of the arrival time so he or his designee can jointly inspect and evaluate the problem with the air-conditioning contractor.

VIOLATIONS AND PENALTIES

In accordance with the Association of Apartment Owners of Wailana at Waikiki Board of Directors' Resolution to adopt a Fining Policy Pursuant to Hawaii Revised Statutes 514B-104, the following process is used by the Board of Directors for any violations of the By-Laws, Declarations, and/or House Rules and Regulations. The below actions will be reviewed by the Disciplinary Committee before any action is taken. If a fine is recommended, a 2/3 vote of the Board is required. Copies of this Resolution and the Fining Policy are available at the office. Noncompliance with the By-laws, Declaration, and/or House Rules and Regulations will result in the following:

First Violation

The owner and the owner's representative (in the case the unit is rented) will be contacted in writing and advised of the complaint and reminded of the House Rules & Regulations. If the unit is rented the tenant will receive a copy of the letter and a copy of that communication will be placed in their file in the office.

Second Violation

The owner and the owner's representative (in the case the unit is rented) will be sent a second written notice of the violation with a copy to the rental tenant, advising them that any further violations could result in a fine. A copy of that report will be placed in their file in the office.

Third Violation

The Association's Disciplinary Committee will review the complaint and make a recommendation to the Board of Directors if they feel a fine is necessary. If a fine is determined appropriate, the owner will be issued a citation with a fine. If subsequent violations are reported and if the violations are not corrected within a reasonable amount of time, additional fines may result. If the violations continue, further legal action shall commence, the cost of which shall be assessed against the owner of the apartment.

Legal Action

Nothing in these House Rules shall prevent the Board from promptly instituting fines or legal action as it may deem necessary to protect the life, health and/or property of the Association, its owners and/or residents.

TERMINATION OF UTILITIES

The Association has the authority to terminate utilities for non-payment of maintenance fees and/or electricity. The Wailana at Waikiki must pay for all utilities whether an owner pays or not. For that reason, the By-laws were amended to allow the Association to terminate utilities for non-payment. If an owner fails to pay their maintenance fees and/or electricity bill, the Association will discontinue their usage of their utilities until such time arrangements have been made to bring their account current. Keeping current on your maintenance fees and electricity will ensure your continual usage of all utilities.

- a. Owners who are 30 days behind in paying maintenance fees and/or electricity fees will receive a 30-day warning letter. Since maintenance and electricity fees are collected on the 15th of the succeeding month, the letter will be sent by the 20th of the succeeding month in which they are delinquent.
- b. Owners who subsequently fall 60 days behind in paying maintenance fees and/or electricity fees will receive a 60-day warning letter, which shall also be sent to the owner's first mortgagee, if any. Since maintenance and electricity fees are collected on the 15th of the succeeding month, a letter will be sent to the owner by the 20th of the second (2nd) month.
- c. Failure to pay all past due maintenance fees and/or electricity by the 15th of the third (3rd) month will result in utilities being terminated for owner-occupied units. Restrictive access to the building and areas inside of the building which require the use of a security fob, such as the pool area and the exercise room, will also be imposed for owner-occupied units by reprogramming the FOB(s) for limited usage between 6:00 AM and 6:00 PM daily, 7 days a week. Access required during other times can be accommodated by contacting Security who can provide access to the building via doors or the garage.
- d. Only after full payment of all delinquent assessments, including late fees, has been collected will the terminated services and privileges be restored.
- e. Any owner with extenuating circumstances leading to their failure to pay maintenance and/or electricity fees on time may submit a request to the Board of Directors for a temporary reprieve from this action, provided:
 1. The request is received prior to the 15th of the second (2nd) month of arrears in maintenance and/or electricity fees; and
 2. The request must clearly indicate the reason for the inability to pay maintenance and/or electricity fees on time; and
 3. The request must address plans to make all payments to bring the account current including any late fees, within the next 30 days and what steps will be taken to keep the account current.
- f. If you have a special medical condition that "requires" electricity, state that with a description of what equipment is used, why and state your payment plan to bring the account current, including any late fees, within 30 days and what steps will be taken to keep the account current in the future.

The Wailana At Waikiki
HOUSE RULES & ANNEX I
CONSTRUCTION / REPAIRS / IMPROVEMENT PROCEDURES

General

Alterations in a condominium are more complex than that of a single-family dwelling. This ANNEX details the steps and process you must follow when planning and undergoing such renovation/alteration. Our common purpose is to ensure continuation of the structural and mechanical integrity of the building, a uniform exterior appearance and that the alterations will not adversely affect the other residents, both during the process and thereafter. This ANNEX details the items necessary for your project to be approved by the Board as well as the procedures you must follow during your project. Approval of an application shall not be deemed to be approval of the engineering design set forth in any plans and specifications. The owner submitting an application shall have the sole and affirmative obligation to obtain appropriate assurance that the work shall conform and when completed, does conform to applicable engineering standards and Building Code requirements. Approval of an application by the Board shall not result in any liability of the Association or the Board for any defect or deficiency in the plans and specifications or the work.

The “Renovation Application” packet consists of:

- Owner’s Application
- Sample Description ➤ Shows what additional information you need to submit for the Board’s approval to your request for any major alteration to your unit.
- Contractor Information ➤ What your contractor needs to know to obtain permission to start work.
- Applicable House Rules and Regulations

Application

Only an owner has the authority to request a unit alteration; the owner must obtain the Board of Directors’ approval prior to the commencement of any repairs or improvements requiring approval of the Board of Directors either under the House Rules, the Association’s Declaration or By-Laws, or the statutes. In order for the Board of Directors to consider approval for any proposed project, the following must be submitted to the Management Office:

- Completed Application for Construction, Repairs or Improvements to include contractor and specialty contractors (plumbers or electricians, etc.) names and license numbers and proof of insurance. A license starting with “BC” indicates a General Contractor License. They can perform incidentals of other trades but generally are still required to hire licensed electricians and plumbers. A license that starts with a “C” indicates this is a specialty license such as electrician, plumber or dry wall. The On-Site Management Office will verify the licenses. You may also check if the licenses are current by calling The Professional and Vocational Licensing Division at 586-3000 or check them on line at <http://pahoehoe.hawaii.gov/pvl/app>.
- A written description of the changes, specified by room. Describe any structural, plumbing or electrical work planned that would require the work being performed by a licensed contractor as provided in Chapter 18, Revised Ordinance of the City and County of Honolulu. Be certain to include changes to any walls and the particulars of any additional fixtures, equipment or appliances to be moved or installed. A copy of the plans, drawings or blueprints of the alterations you are proposing is also required.
 - Indicate if the alterations will affect the undecorated or unfinished surfaces of the perimeter walls or interior load bearing walls, floors or ceilings surrounding the apartment or any pipes, wires, conduits or other utility or service lines, which are common areas and therefore the responsibility of the Association.
 - Indicate if you plan to remove the “popcorn” ceiling. (Please see section on ASBESTOS below.)

- If you believe no permit is required, please provide an explanation that details why you believe an exception would apply. (Please see section on work requiring PERMITS below.)

Work Requiring Permits

There is often confusion about what requires a building permit and what are exceptions. Work that generally does not require a permit is defined in Section 18-3.1 (b), Revised Ordinances of the City and County of Honolulu. Some of the included items are:

1. Installation of wall paper, wall covering or painting.
2. Counters or partitions not over 5 feet 9 inches high (please see details below).
3. Repairs which involve only the replacement of component parts of existing work with similar materials for the purpose of maintenance and which do not aggregate over \$1,000.00 in valuation in any 12 month period, and do not affect any electrical, plumbing or mechanical installations.
4. Electrical work and installations which the Electric Code expressly states no permit is required, including repair work performed by a licensed electrical contractor which does not total more than \$500.00 in any 12 month period.
5. Repair working plumbing systems when the work does not involve or require the replacement or rearrangement of valves, pipes or fixtures.
6. Repair work performed by a licensed plumbing contractor which does not aggregate over \$1,000.00 in valuation in any 12 month period and which involves or requires only the replacement of valves, pipes or fixtures.

Other examples of work which does not generally required a building permit includes replacing shower doors, replacing existing cabinets and counter tops (not involving any rerouting of plumbing, moving of appliances and/or electrical work of more than \$500), replacing of floor covering and replacing of a light fixture where no re-wiring is involved. Please note while these examples were current as of publication of the House Rules, owners are responsible for verification of current ordinances and other applicable code sections.

Permits

NOTE: Item #2 above often causes confusion. This exception is only for adding or removing a counter or partition. It does not provide an exception to the need for a permit for anything higher than 5 feet 9 inches, such as a wall, even when it is not a weight-bearing wall or a door. A permit would also be needed to relocate appliances or doing any plumbing work that goes beyond the shut off valves or electrical work when you do re-wiring.

If you have any question please discuss the work you are planning with the Department of Planning and Permitting. You may also obtain information by going to <http://www.honolulu.gov/refs/roh/> then select CH 18 for Information on Permits.

Asbestos

The popcorn ceilings in several units in The Wailana have been shown to contain asbestos when tested prior to removal. (Current studies seem to indicate undisturbed asbestos containing ceiling material does not pose a health risk so long as it remains intact.) If you plan to remove them you must have the ceiling tested. You will need to contact Department of

Health, Noise, Radiation and Indoor Air Quality Branch at 586-4700.

Address ➤ State of Hawaii-Department of Health

Noise, Radiation and Indoor Air Quality Branch

591 Ala Moan Boulevard

Honolulu, Hawaii 96813

Unless you are personally aware asbestos has been removed from your unit or have documentation verifying same, any textured ceiling material should be tested for asbestos prior to removal. A certified consultant must conduct the test. It is illegal for owners or non-certified consultants to take samples. Removal must be made by a State certified consultant. DOH has list of consultants. If you remove the asbestos illegally, an EPA fine

could be imposed. For instance, a recent illegal removal of a ceiling obtaining asbestos in an 800 square feet apartment resulted in a fine of over \$20,000.00.

Approval Of Plans By The Board Of Directors

The Board, via the Building and Grounds Committee, will only consider requests submitted by owners which contain all the information specified herein. Their decision on any request submitted by an owner will be made in writing and may take up to 30 days from the date of submission of the request. Work may not commence until written approval from the Board is obtained. Upon receipt of approval, owners must follow these steps:

1. If needed, your contractor (or you if you are acting as owner/contractor) will obtain building permits and/or other required approvals from the City and County of Honolulu. A copy of the building permit must be provided to the On-Site Management Office prior to beginning any work and must be posted at the entry to the work site.
2. Notify the Management Office when you would like the alteration work to begin and have your contractor(s) read and sign the Contractor Agreement stating that he understands the rules for doing work in The Wailana at Waikiki. A copy of the Contractors House Rules and Regulations is provided as a part of the Application for Renovations packet. It is your responsibility to provide this to your contractor. After the Application is approved, your contractor may arrange scheduling of the freight elevator with the Management Office. The owner or the owner's representative must provide the office with a \$500.00 deposit which is refundable upon completion of the project, provided there was no damage and/or debris or other materials left behind after the work's completion.
3. A licensed, insured contractor as required by State law must perform all work on your project. All contractors must sign in and out with the Management Office. Any work affecting the common elements of the project will require that the contractor show proof of license to perform the work and liability insurance coverage in amounts to be determined by the Board, minimum of \$1 million dollars. A Certificate of Insurance naming the Association as a Certificate Holder will be required prior to the commencement of work.
4. Diligent completion of your project must be achieved after work is initiated. You must notify the Management Office when the work has been completed.
5. For any work requiring a permit, a Notice of Completion and Certificate of Occupancy must be provided to the Management Staff once the City has inspected the work.
6. All work must be done between the hours of 8:00 am to 4:00 pm ~ Monday through Saturday (holidays excluded).
7. Ensure that you and/or your contractor(s) do not store any building materials on the grounds, loading dock or parking area of The Wailana. You and your contractor(s) are responsible for hauling away all debris, left over materials, etc., at the end of each day. The Wailana trash bins cannot be used for disposal of construction trash.
8. Ensure that contractor(s) does not do any work in the common areas, loading dock or parking areas. Should any damage occur to a common element as a result of your alterations, you are responsible for its repair. Any other damage or problems caused by your project will be your responsibility, not The Wailana At Waikiki Association of Owners.
9. Ensure that your contractor(s) knows that The Wailana is a NON-SMOKING building.

ARE YOU READY IN CASE A HURRICANE HITS HAWAII? EMERGENCY PREPAREDNESS

Here are some tips for all owners and residents:

- ◆ Secure loose outdoor objects on your lanai – bring them inside.
- ◆ Stay away from you lanai doors and windows if a hurricane hits, although they may appear strong they can still break and injure people on the inside of the unit.
- ◆ If you have health or medical conditions that we need to know about, please ensure you so advise the office.
- ◆ Anticipate and be prepared for the worse; pray and hope for the best.

According to [FEMA](#), the following is a list of supplies that should be in any emergency kit:

- ◆ Water - One gallon per person per day for at least three days
- ◆ Food - At least a 3-day supply of non-perishable food
- ◆ Weather-appropriate clothing
- ◆ Battery-powered or hand crank radio
- ◆ NOAA Weather Radio
- ◆ Flashlight
- ◆ Whistle to signal for help
- ◆ Dust mask
- ◆ Duct tape and plastic sheeting to shelter in place
- ◆ Moist towelettes, garbage bags and plastic ties for personal sanitation
- ◆ Manual can opener
- ◆ Local maps
- ◆ Cell phone with chargers, inverter or solar charger
- ◆ First aid kit:
 - Two pairs of latex or sterile gloves
 - Sterile dressings to stop bleeding
 - Cleansing agent/soap and antibiotic towelettes
 - Antibiotic ointment
 - Burn ointment / tube of petroleum jelly or other lubricant
 - Adhesive bandages in many sizes
 - Eye wash
 - Thermometer
 - Prescription medications you or your family take
 - Prescribed medical supplies such as glucose and blood pressure monitoring equipment
 - Pain reliever such as aspirin
 - Anti-diarrhea medication /Antacid
 - Laxative
 - Scissors / Tweezers

Additional supplies to consider:

- ◆ Prescription medications
- ◆ Glasses
- ◆ Feminine supplies and personal hygiene items
- ◆ Infant formula and diapers
- ◆ Pet food and extra water for your pet
- ◆ Cash or traveler's checks and change
- ◆ Important family documents such as insurance policies and bank records in a waterproof, portable container
- ◆ Emergency reference material such as a first aid book
- ◆ Sleeping bag or warm blanket for each person, with more bedding for colder climates
- ◆ Complete change of clothing, including a long-sleeved shirt, long pants and sturdy shoes, with more clothing for colder climates
- ◆ Fire extinguisher
- ◆ Mess kits, paper cups, plates, paper towels and plastic utensils
- ◆ Paper and pencil
- ◆ Books, games, puzzles or other activities for children

The ASPCA also has a list of supplies for pets:

- ◆ Pet first-aid kit and guide book (ask your vet)
- ◆ Food - 3 to 7-day supply
- ◆ Disposable litter trays (aluminum roasting pans are perfect)
- ◆ Litter or paper toweling
- ◆ Liquid dish soap and disinfectant
- ◆ Garbage bag
- ◆ Pet feeding dishes
- ◆ Extra collar or harness and an extra leash
- ◆ Photocopies of medical records and a waterproof container with any necessary medication
- ◆ Water - 7-day supply for each pet
- ◆ Traveling bag, crate or carrier for each pet
- ◆ Blanket
- ◆ Recent photos in case you need to make "lost" posters
- ◆ Toys