

WAIKIKI LANAIS HOUSE RULES

Effective September 1, 2021

GENERAL INFORMATION

www.WaikikiLanais.com

Resident Manager:

Office 808-923-3744*

*Mon – Fri, see posted hours at office

Cell 808-722-2452**

**Emergencies only after 5PM & weekends
rm@WaikikiLanais.com

Property Management Company:

Touchstone Properties

Office 808-566-4100

Fax 808-566-4110

Ground Floor... Lobby & Mail Room
Fifth Floor..... Laundry
Sixth Floor..... Pool, Sauna, Spa & Gym
Roof Deck..... Barbecue & Sun Deck
Trash Room.... Ground Floor Parking Area
Enterphone.... Front Entrance

Fire Exits - Two per floor

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INTRODUCTION

The primary purpose of these House Rules (“Rules”) is to help protect all Occupants (Owner-Occupants and Tenants) from annoyance and nuisance caused by improper use of the “WAIKIKI LANAIS” condominium project (“Project” or “Premises”), and also to help protect the reputation and desirability of “WAIKIKI LANAIS” by providing maximum enjoyment of the Premises. These House Rules may be modified and amended at any time by a majority vote by the Board of Directors (“Board”) of the Association of Apartment Owners Waikiki Lanais (“AOAO”) in accordance with the Bylaws.

The full authority and responsibility of enforcing said rules may be delegated to the Managing Agent and/or Resident Manager by the Board. All Occupants and their Guests shall be bound by these Rules and by standards of reasonable conduct whether covered by these Rules or not; provided, however, neither the Board, the Managing Agent, nor the Resident Manager shall be liable for any noncompliance or violation of said rules by the Occupants, Tenants, and their Guests.

The House Rules contained herein are not intended to conflict with the Declaration, Bylaws and/or the Condominium Property Act. If any provision of these House Rules conflicts with the Condominium Property Act or the terms of the Declaration or Bylaws, the Condominium Property Act or the terms of the Declaration or Bylaws shall control. These House Rules, which were approved by the Board, are effective as of September 1, 2021.

DEFINITIONS

Owner	Person/Entity holding fee simple or leasehold title to Apartment(s) in the Waikiki Lanais
Owner-Occupant	Owner living at the Waikiki Lanais
Absentee Owner	Owner who does not live at the Waikiki Lanais year-round or at all; or is a Landlord of the Apartment; all Absentee Owners who rent their Apartment(s) are required by law to have an On-Island Agent or Property Manager when residing off island (“Owner’s Agent”)
Tenant	Person who has a rental contract with an Owner or the Owner’s Property Manager in order to occupy an Apartment in the Waikiki Lanais
Guest	Person other than an Owner or Tenant, authorized to be on the Premises pursuant to the invitation of an Owner or Tenant; persons who are not “day” Guests, but who occupy Apartments when the Owner is not present must be registered
Resident / Occupant	Person who is registered with the Resident Manager’s office to occupy an Apartment at the Waikiki Lanais; (e.g. Owner-Occupant, Tenant, family members and Guests of an Owner who are authorized to occupy the Apartment)
Service Providers	Contractors, handypersons, cleaning services, property managers, real estate agents, etc.

SECTION 1: WAIKIKI LANAIS FINE SYSTEM

Pursuant to the authority set forth in Article IV, Section 1(m) of the Bylaws, the violation of these House Rules, the Declaration, or the Bylaws, gives the Board the right, in addition to any other rights or remedies, to levy fines. The Board may authorize the Resident Manager and/or the Managing Agent to impose these fines. Fines duly imposed but unpaid may be collected in the same manner as provided in the Declaration and the Bylaws for the collection of unpaid assessments.

For violations of the Governing Documents, the Resident Manager or Managing Agent will provide the Owner with a written notification by mail. A copy of the notifications will also be sent to the Tenant and/or the Owner's Agent (if applicable).

Notwithstanding the procedures set forth below for the issuance of citations and the levying of fines, the Board may act immediately to deal with "serious violations"-- violations that pose a threat to safety and the welfare of Residents or to the AOA's property. Serious violations may also be immediately referred to the Association's attorney for appropriate action.

First violation: Written notice of the violation will be provided with a deadline of 5 days to remedy.

Second violation: If the violation has not been corrected or if another violation of the same or different rule occurs, written notice of the violation will be provided and a fine of \$100.00 will be assessed.

Third violation: If the violation has not been corrected or if another violation of the same or different rule occurs, written notice of the violation will be provided and a fine of \$250.00 will be assessed.

Subsequent violation: The matter shall be turned over to AOA Attorney for appropriate action.

Violations older than 12 months will not count in subsequent calculations.

As permitted by Hawaii law, legal fees and costs incurred by the AOA will be assessed against the Owner, in addition to the fines specified above.

Fines may be appealed to the Board by submitting a written appeal to the Managing Agent, within thirty (30) days of receiving the Citation/Fine, specifying the grounds of the appeal. Unless otherwise agreed to by the Appellant and the Board, the Board will review the appeal at the next scheduled Board meeting, at which a quorum is present. The Appellant may attend the Board meeting, for which the appeal has been scheduled on the agenda, to present their case. The Board may affirm, reduce, or cancel any violation and/or fine after considering the written and/or oral evidence presented in the appeal. The Board shall deliver a written decision to the Appellant within 30 days after the meeting where the Board considered the appeal. The Board's decision shall be final. The failure to appeal within thirty (30) days of receipt of the Citation/Fine shall constitute a waiver of the right to a hearing and a loss of the right to contest the decision of the Board.

Provided the fines are paid, the Owner shall have the right to initiate a dispute resolution process as provided by Hawaii Revised Statutes ("HRS") §514B-161 or §514B-162.

SECTION 2: OCCUPANCY & REGISTRATION

1. Owner Information, Occupancy Information to Resident Manager, Resident Registration (includes vehicle and emergency contact information), Pet Registration, and Assistance Animal Registration forms are available from the Resident Manager and on our website www.waikikilanais.com.

2. All Owners shall complete an Owner Information Form regarding pertinent and current contact information for use in an emergency. Business entities listed as Owners of real property must provide names of individual(s) of the business who are authorized to act on behalf of the business along with their direct contact information. This information is to be updated annually, or as soon as any changes occur during a year. Owner-Occupants must also complete a Resident Registration form.
3. Tenant occupancy and terms of rental contracts for all Apartments in Waikiki Lanais are to comply with current Federal, State, and County laws and ordinances. As of the effective date of these House Rules, rental contracts for any occupancy in Waikiki Lanais must be for a minimum of 30-consecutive days. For more information, go to the Department of Planning & Permitting website: www.honolulu.gov/dppstr.
4. All Owners or Owners' Agents shall complete and submit an Occupancy Information Form to the Resident Manager (email submission of the form is acceptable) no less than 24-hours in advance of any incoming Tenant's or incoming Guest's first day of occupancy, as well as for a Tenant's lease extension. The Owner must also notify the Resident Manager of any early departures of Tenants.
5. All Tenant(s) and Guest(s) occupying an Apartment without the Owner present must, within 24 hours of arrival (or if arriving on Saturday, Sunday, or holiday by the morning of the following business day), complete and submit a Resident Registration Form to the Resident Manager's office in person, and show a photo ID, as required or as needed. All Residents must confirm that they have received a copy of the House Rules and agree to abide by them.
6. All Service Providers, including contractors, handy persons, cleaning services, etc. must sign the sign-in sheet in the Lobby prior to going elsewhere on the Premises, regardless of whether they have parked in Guest Parking. Professional licenses (contractors, real estate agents, etc.) must be noted when applicable. Cleaning services that are on the Premises to clean more than one Apartment must identify all the Apartment numbers they will service that day on the sign-in sheet.
7. For obvious security reasons, the Resident Manager and security personnel are authorized to require any person seen in any Common Areas of the AOA's private property to identify who they are by name and Apartment number, as well as to show ID, if requested.
 - (a) If the unknown person is a Guest, Service Provider, etc., that person must provide the name and Apartment number of the Owner or Registered Tenant being visited. The Resident Manager and security personnel may verify with the Owner, Owner's Agent, or Registered Tenant that the Guest, Service Provider, etc., is authorized to be there.
 - (b) If the unknown person is not a visiting "day" Guest, Service Provider, etc., but an unregistered Guest or Tenant occupying an Apartment, the Resident Manager and security personnel are authorized to require that the Guest or Tenant complete a Resident Registration Form immediately, and the Owner or Owner's Agent will be advised of the violation to the House Rules regarding Resident Registration.
8. All Apartment Owners and Tenants are at all times personally responsible for their own conduct and the conduct of their Occupants, Guests and Service Providers when on the Premises. An Apartment Owner is ultimately responsible for any damage caused to any Common or Limited Common Areas by themselves, their Tenants, Guests and Service Providers, etc.

SECTION 3: COMMON AREAS & ENTRANCES

1. Fobs allow access to the building and all Common Areas. Any lost fob must be reported immediately to the Resident Manager so it may be deactivated. Replacement fobs may be purchased from the Resident Manager; only Owners/Owner's Agents are authorized to purchase new fobs.

2. Residents are not to allow unknown persons into the building. Politeness is not a replacement for security. Residents have their own entry fob, and must let any Guests into the building themselves.
3. It is against criminal law to render a false alarm as well as to tamper with or disable in any way any of the components of the building's fire alarm system. Please also do not open your Apartment's entry door if burned food causes smoke to fill your Apartment. Open your lanai doors and windows and turn on fans. Smoke entering the hallway will set off the building's fire alarm, requiring the building to be evacuated.
4. The Common Area stairways, walkways, driveways and passageways shall not be obstructed or used for purposes other than ingress and egress.
5. Nothing shall be thrown, emptied, swept, drained or poured by the Resident, their Service Providers, or Guests from the windows, stairs, doors, corridors, walkways, or lanais. Nothing shall be hung from the windows, balconies, or lanai ceilings or railing, or placed in window sills.
6. No personal property may be stored in, on, plugged into, or attached to any Common Area without written permission from the Resident Manager. Unidentified items will be removed and discarded in accordance with HRS § 514B-139.
7. All provisions, groceries, bottles, newspapers, etc., shall be taken quickly into the Apartments from the hallways to prevent walking hazards and unsightliness. Garbage bags may not be left in the hallways. Any damage or cleaning required due to a Resident's failure to adhere to this rule shall be at expense of the Owner.
8. The Common Area Laundry Room on the 5th floor is for the Exclusive Use of Owners, Tenants, and their house cleaners. Please be considerate of others by not monopolizing several machines at once, especially during commonly-known peak usage times such as early evenings and weekends.
9. No door-to-door sales or solicitations, canvassing, or requests for contributions for charitable, religious, political, or other causes shall be permitted on the Premises; provided, however, the solicitation of proxies and distribution of materials related to Association matters on the Common Elements by unit Owners shall be permitted in accordance with any rules adopted by the Board regulating reasonable time, place and manner of the solicitations and/or distributions. No posting of signage is allowed in any Common Areas. The Mail Room bulletin board is available for small ads and announcements and may be subject to Management discretion.
10. The AOA shall not be responsible or liable for the theft or damage to any personal property located on the Premises, including in the Common Areas, an Apartment, and parking stall. Owners and Tenants are solely responsible for protecting their personal property and Apartment from damage, theft, and personal loss.
11. The Bylaws were amended to make the Premises non-smoking. Smoking of any variety and substance is not allowed inside Apartments, on Lanais, or in any Common Areas (including but not limited to stairwells, rooftop, pool deck, and garage areas). If the Board votes to designate a smoking area on the Premises and that smoking area is misused, the Board will vote to terminate the designated smoking area. Misuse includes, but is not limited to, cigarettes butts found in the smoking area, the garage, and other areas of the Premises; trash, bottles and cans left in the smoking area.
12. The possession, lighting and shooting of fireworks of any type at any time on the Premises is strictly prohibited.
13. Ball playing, skateboard riding, and related activities are not permitted in the Common Areas.
14. Loitering and playing in the lobby, hallways, stairways, elevators, parking areas or other Common Areas (with the exception of Recreation Areas) is prohibited.

SECTION 4: USE OF PROJECT

1. All Owners, Tenants, and Guests shall at all times observe all laws, ordinances, rules and regulations made by any governmental authority or the AOA for the time being applicable to the use of the Project.
2. Quiet hours are between 10:00 PM and 8:00 AM daily. All Occupants and their Guests shall exercise care about making noises at any time of day with the use of televisions, radios, speakers, amplifiers, musical instruments, or other noise-causing devices that may disturb other Occupants.
3. Residents and prospective Residents who need to move household effects in or out of the Premises shall coordinate the move with the Resident Manager at least 24 hours in advance of the move so that the interior of the elevators may be padded. Household effects shall only be moved through the entrances from the garage to the elevator area, and not through the Front Lobby. The cost to repair any damage to the walls, flooring, and elevators, etc. of the building caused by the moving of furniture or other personal effects or any other reason shall be the responsibility of the Owner.
4. No Owner or Tenant shall decorate, install, replace or landscape any entrance, hallway, front door, or lanai appurtenant to that Apartment except in accordance with the standard established by the Board unless such specific plans are first approved in writing by the Board.
5. Portable or fixed washers and dryers, hot tubs, whirlpool tubs, and waterbeds are prohibited in all Apartments. Fish tanks may not exceed 30 gallons (i.e., 36"x18"x12").
6. Waikiki Lanais has back flow/rear outlet/back flush toilets that have waste pipes entering the wall behind the toilet. Since they are not gravity-based all back-flow toilets are required to be sealed with Neoprene toilet rings, and not standard wax rings that are for vertical flow toilets. Rings should be replaced every three to five years or as recommended by a licensed plumber.
7. Utilities used in each Apartment are currently included in the maintenance fees so it is in the best interest of all Occupants to conserve! Not wasting water, using LED light bulbs, not leaving lights and air conditioners on when not in the Apartment, installing low flow fixtures such as faucets, showerheads, and toilets when remodeling, will help control AOA expenses.
8. The back side of all interior drapes, shades, and other window treatments that are visible from the outside of the building must be of a beige/neutral color.
9. No Occupant may use, manufacture, or permit to be brought onto any area of the Premises anything deemed to be hazardous to life, limb, or property (examples are kerosene, natural gas, combustible substances, and explosives); provided that this rule shall not prohibit the maintenance of gasoline in gas tanks of vehicles upon the Premises.
10. Owners and Tenants are required to maintain proper pest control in their Apartments.
11. The Managing Agent, Resident Manager, and Employees shall not be asked to accept deliveries of any kind on behalf of any individual, and are not responsible for any deliveries, packages, and articles left in hallways, service lockers, at doors of Apartments, or any other place on the Premises. Anything left in any Common Area will be removed in accordance with HRS § 514B-139 and all costs incurred will be charged to the Owner of the Apartment involved.
12. High-Risk Component Inspections are a common practice by condominium associations in order to provide for the protection, health, and welfare of all Apartment Owners and Residents.
 - (a) In accordance with the AOA's High-Risk Component Policy adopted pursuant to HRS § 514B-138, the Board may authorize the Resident Manager to conduct periodic inspections of select components in each Apartment. Such inspections, with at least a month's advance notice to all Owners, may be conducted once per year, or as otherwise determined to be

necessary by the Board or the Resident Manager.

- (b) The Resident Manager will seek to identify conditions that could present a hazard to other building Occupants. The Resident Manager will also seek to identify energy or water inefficiencies that may be causing added common expenses.
- (c) Each Owner will be responsible for the correction of problems identified at their sole expense.

SECTION 5: INSURANCE

In general, the AOA's insurance policy covers the cost of damage, above the deductible, to the Common Areas.

All Owners are required to carry their own homeowner's insurance (referred to as HO-6 policy). Owners are to request the required minimum insurance coverage for Dwelling, Loss Assessment, and Liability from the AOA Managing Agent.

In addition, written proof of coverage must be provided to the AOA's Insurance agent and updated on an annual basis. Should an Owner fail to obtain such insurance, or fail to provide the AOA's insurance agent with written proof of coverage, or maintain a policy which does not have the required minimum limits, the AOA may place such insurance for that particular Apartment and charge the Owner the cost of the premium for coverage.

This policy is required because it protects both the Owner and the AOA. It covers their Apartment, damages or injuries caused by the failure of items in their Apartment such as fixtures, plumbing, electrical, appliances, actions of their residents, guests and pets, upgrades that were made to the Apartment and the deductible payable under the AOA's insurance policy.

SECTION 6: PARKING & PARKING STALLS

1. All vehicles, including motorcycles, scooters, mopeds, and boat trailers must comply with the Hawaii Department of Motor Vehicles and Honolulu County rules and regulations.
2. All vehicles must have a current registration and safety inspection sticker to park in the garage, unless the vehicle is officially registered as non-operational.
 - (a) All non-operational vehicles must follow DMV procedures for such a registration, have all tires fully inflated, and be covered with a clean, properly-fitting car cover.
 - (b) All boats must be on a currently registered boat trailer.
3. No personal items may be stored or kept in any parking stall or placed in its surrounding Common Area. The Resident Manager, upon giving 24-hours prior written notice, may remove any personal property left in such areas and placed in storage at the Owner's expense in accordance with HRS § 514B-139. Due to potential fire danger and being an invitation to crime, vehicles and boats in parking stalls may not be used as an "extra storage room".
4. The use of Visitor Parking is limited to a 6-hour maximum in any 24-hour period. Residents and Staff are not allowed use of marked "VISITOR" stalls. These stalls are reserved for use by Guests, Service Providers, and Absentee Owners visiting the Premises. Absentee Owners may only use Visitor Parking if the parking stall assigned to their Apartment is not available. All users of Visitor Parking must sign the Lobby's Visitor Parking sign-in sheet, and indicate the time of arrival, parking stall number, license plate number, and Apartment number(s) being visited.
5. Renters of parking stalls appurtenant to any Apartment or anywhere on the Premises must

complete a Parking Stall Rental form signed by the person with the authority to use the stall. If the renter is a Resident, a copy of the form shall be stored in the office file of both Apartments. It is recommended that temporary visitors who park in an Apartment's appurtenant stall put a note on the dashboard of their vehicle with the date, their name, phone number, and number of the Apartment being visited.

6. Non-Occupants of the building who rent a parking stall are not considered to be Residents and may not access any other floors other than the parking level on which their rented stall is located and the Lobby, and may not use any of the building's amenities on the Premises unless as a Guest of a Resident.

7. Any vehicles parked in Common Areas without written authorization are subject to tow without notice. Please note that vehicles that are parked in stalls belonging to others without permission are also subject to being towed.

8. No major vehicle or motorcycle repair work is permitted on the Premises, including but not limited to radiator flushing, complete oil and transmission fluid changes and repairs that take longer than 30 minutes. Minor repairs such as adding oil, coolant or windshield fluids, or changing a flat tire are examples of what are allowed.

9. Racing of motors, purposeful screeching of tires, aggressive honking, overly-sensitive car alarms, vehicles with modified mufflers, and other loud noise sources are not permitted on the Premises.

10. Residents may not hose down or wash any vehicles except in designated areas.

11. Residents are responsible for the cleanliness of their assigned stalls, including the removal of any grease and oil build-up.

12. Owners of electric vehicles who wish to install an electric vehicle charging station must do so in accordance with HRS § 196-7.5. Apartment Owners may initiate the process for themselves or on behalf of a Tenant, but would be fully responsible for all aspects, including, but not limited to, a design-detailed written request to the Board; written approval from the Board; all required government permits; licensed contractors; related insurance; a separate electric meter; the monthly fees and electricity costs; equipment repair, maintenance, removal; and upon removal, the return of the Common Elements or Limited Common Elements to their original, pre-installation, condition.

SECTION 7: REFUSE DISPOSAL

1. All garbage must be securely wrapped in trash bags that are securely fastened before depositing into any trash chute or rubbish containers in order to minimize cockroach and other pest infestations.

2. No flammable materials, such as paint, thinner, solvent, gasoline, or other combustible material may be put into the trash chutes.

3. Large or heavy items, cardboard, cartons, paint cans, bottles, glass, etc. are not to be put down the trash chute. They will clog the chute, and cause offensive rotting garbage odors. Bring such items to the first floor garage trash containers. Break down and flatten large cardboard boxes.

4. Procedures for scheduling appointments to disposal of large items using the City & County of Honolulu's Bulky Pickup service are found at www.opala.org/solid_waste/Bulky_Appointment.html. Ask the Resident Manager regarding any coordination needed with the building's operations.

5. No refuse of any kind, bagged or otherwise, may be left in any Common Areas including residential floor trash rooms and trash room on the first floor of the garage, other than in receptacles designated for such purpose.

6. No construction or remodeling debris of any kind may be put down the trash chute or in the AOA's garbage dumpsters. Construction projects are to arrange for the removal of their project's trash from the Premises.

SECTION 8: RECREATIONAL AREAS

Recreational areas are the ROOFTOP, the 6th floor POOL, JACUZZI, SAUNAS, and GYM.

1. Recreational Areas are open between 8:00 AM to 10:00 PM daily. The Rooftop is open till 11:00 PM on Friday and Saturday evenings. Use of the amenities (i.e., pool, Jacuzzi, sauna, gym, gas grills, etc.) must end 15 minutes prior to closing. People are to dry off, pack up their things, etc. so the Recreational Areas are vacated at the scheduled closing times.

2. Users of the 6th floor amenities are to refrain from loud talking and excessive noise as a consideration to all Residents with windows facing Diamond Head; and in particular, extra quiet "library" hours are required from 8:00 PM to 10:00 PM.

3. All "day" Guests (persons not registered to occupy an Apartment) must be accompanied by an Apartment Owner, Registered Guest or Tenant in any of the Recreational Areas. Those accompanying "day" Guests will be responsible for their conduct and safety.

4. A cleaning deposit of \$200 is required for semi-private parties of 15 or more people in a pre-selected area of the roof deck. The party would need to share the use of the wet bar facilities and BBQ grills with other Residents. Request reservation information from the Resident Manager.

5. No unreasonably loud or disturbing noise shall be permitted in or around any of the Recreational Areas. Unless otherwise approved by the Resident Manager, the use of any portable music, video, or entertainment devices must be used with a headset.

6. No running, pushing or shoving of persons is permitted in any Recreational Area.

7. Litter (such as food items, papers, etc.) is to be discarded in waste bins or brought back to the Apartment; nothing is to be left in any Recreational Areas.

8. No Pets are permitted in any Recreational Areas.

9. POOL

(a) Owners, Registered Guests, Tenants and their guests use the swimming pool at their own risk. The privilege of having pool guests shall not be abused.

(b) A pre-use shower must be taken prior to entering the pool. Showers are located in the two sauna/restroom areas on the 6th floor. Bathers returning from the beach or from using the restroom shall take a pre-use shower before entering the pool.

(c) Swimming is not allowed in any type of clothes other than proper swimming apparel. All persons, regardless of age, must wear a swimsuit.

(d) Any person having an infectious or communicable disease shall be excluded from the pool. Persons having any open blisters, cuts, etc., shall be warned that these are likely to become infected and advised not to use the pool.

(e) Spitting, spouting of water, blowing the nose in the swimming pools is strictly prohibited.

(f) No jumping from any part of the building or railings into the pool.

(g) Rafts, floats, inner tubes and other large or excessive toys or equipment shall not be permitted in the pool or pool deck; provided that exercise equipment and flotation devices used as a

swimming aid shall be permitted.

- (h) No glassware, ceramics, chinaware, or other breakables are permitted in the pool area.
- (i) After using the swimming pool, residents and guests must dry themselves thoroughly before entering the hallways, lobby, or elevators of the building.
- (j) All swimmers not in control of bodily functions must wear incontinence garments designed for pool use (i.e., water-proof and leak-proof).
- (k) Users requiring assistance with dressing/undressing, showering, and entering/exiting, and non-proficient swimmers must be accompanied by a responsible person who is a competent swimmer in the pool and pool area.

10. JACUZZI (the above pool rules also apply to the use of Jacuzzi)

- (a) All users must shower before entering the Jacuzzi.
- (b) Submerging under water, splashing, and swimming in the Jacuzzi are not permitted.
- (c) The Jacuzzi is used for relaxation and therapy. Be respectful of everyone using the Jacuzzi and the Residents who have unit windows facing the Jacuzzi. Persons should refrain from talking loudly over the sound of the Jacuzzi pumps.
- (d) No person shall use the Jacuzzi without proper supervision if such use would pose a risk to his or her health or safety without such supervision.
- (e) Per the CDC (Centers for Disease Control), the following guidelines shall apply to the use of the Jacuzzi:
 - Jacuzzis are therapeutic in nature; and a popular way to relax, but there are hidden dangers.
 - Because small children are not able to regulate their body temperature as well as older children and adults, children under age 5 are advised not to use the Jacuzzi.
 - People using alcohol or drugs that cause drowsiness should not use the Jacuzzi. Drinking alcohol prior to or during hot tub use could lead to unconsciousness and drowning.
 - Pregnant women and people with any serious illness, such as heart disease, high blood pressure or diabetes, are advised not to use the Jacuzzi.
 - Anyone taking medication is advised get their doctor's permission to use a hot tub.
 - Bathers are cautioned to stay away from the suction from the drain outlets because they are strong enough to trap hair or body parts sometimes resulting in drowning.

11. GYM

- (a) Use of any gym machine is limited to a maximum of 1 hour as a courtesy to others.
- (b) Personal towels are to be brought to the gym to wipe away perspiration after each use.
- (c) The AOAO is not liable for any injuries or health problems related to any person's use of the gym's equipment.
- (d) Users of the gym are encouraged to bring their own disinfectant sprays and sanitizer towels to clean machines before and after use.

12. SAUNAS

- (a) All users must shower before using the sauna.
- (b) Sauna users must be clothed at all times (the minimum of a swimsuit).

- (c) For safety reasons, no person shall use the sauna without proper supervision if such use would pose a risk to his or her health or safety without such supervision.
- (d) Because small children are not able to regulate their body temperature as well as older children and adults, children under age 5 are advised not to use the sauna.
- (e) The consumption of food and beverages other than water in the sauna is not permitted. The water must be in plastic bottles or thermoses; glass and ceramic ware are not permitted.
- (f) It is advisable to limit each session to 10 minutes.
- (g) It is advisable not to use the sauna after consuming alcohol or controlled substances.
- (h) People with chronic health conditions and pregnant women are advised to consult their physician before using the sauna.
- (i) The AOA is not liable for any injuries or health problems related to anyone's use of a sauna.

SECTION 9: LANAIS

1. Honolulu Fire Code 10.11.6.1 strictly prohibits any form of cooking on lanais in condo buildings; including but not limited to the use of gas, fire (using wood, charcoal, etc.), and electricity. "No hibachi, grill, or other similar devices used for cooking, heating, or any other purpose shall be used or kindled on any balcony, under any overhanging portion, or within 10 feet (3 meters) of any structure..." Gas barbecues are located on the roof recreation deck.
2. Feeding of birds on any lanai or in the Recreational Areas is prohibited.
3. Personal property must be kept in storage containers or closet units that are neutral in color.
4. Owners may place appropriate outdoor furniture on the lanai areas.
5. Washing of lanais and items on them, and watering of plants must not cause water to leak into other Apartments or onto the lanais of other Apartments. Suitable saucers must be placed under all plant containers to prevent water from draining off of the lanai.
6. The style and color of lanai sun shades and railing enclosures must be approved by the Board.
7. Animals are never to be left unattended on lanais.
8. Clothes, laundry, rugs, towels, and other articles may not be hung from or on the lanai railing, or in any way that they may be seen by the public.
9. Surfboards, bicycles, and any such items may never be hung, attached, or suspended from lanai ceilings or walls (Limited Common Areas) due to hazardous and heavy winds.
10. The hanging of lights and decorations from lanai railings during holiday periods is permitted, but they must be completely removed no later than 10 days after the holiday.
11. Dust, rubbish, pet/animal food scraps, litter, waste, or urine, etc. may not be swept, thrown, or washed off any lanai onto any other lanai or part of the Premises.
12. New or replacement lanai flooring must be tile and approved by the Board prior to installation.
13. **The AOA installed a waterproofing coating on the lanai decks to avoid costly repairs caused by concrete damage. In 2015, all Owners were informed in writing that they may not reinstall any lanai floor covering without obtaining written prior approval by the Board of Directors. Any Owner shall be financially responsible for the removal of any improper materials used and any improper installation done without Board approval. The Owner shall**

also be financially responsible to repair and replace lanai waterproofing to original condition due to violation of any of these procedures.

To maintain and protect the waterproofing coating:

- (a) No cutting, tearing, burning, damaging, or removing coating. Metal lanai furniture legs must have plastic or rubber protectors to prevent cuts and tears in coating. Owners and/or Occupants shall be financially responsible for repair or replacement of the damaged coating.
- (b) No permanently installed or glued down carpeting is allowed. Throw rugs are allowed, but are to be aired out regularly to prevent water retention and potential damage to the lanai coating.
- (c) Air conditioning units must be properly maintained, and set at a temperature that will prevent condensation, leaks, and dripping on the lanai coating.
- (d) Plastic caps or wooden sticks, i.e., chop sticks, bamboo, etc. must be placed under plant pots to allow water to drain and dry.
- (e) No shoes with metal cleats or spikes are allowed on the coating.

Tile may be installed to the following standards (Outlined below). Complete instructions are available through the Resident Manager or Managing Agent.

- (a) All work must be performed by a licensed contractor.
- (b) Licensed contractor and Owner must complete and sign the PROJECT NOTIFICATION FORM-Lanai Tile/Paint-Class A-prior to performing any work on the lanai floor deck surface. Forms are available in the Resident Manager's office and completed forms must be returned to the Resident Managers office prior to work commencing.
- (c) Lanai must be thoroughly cleaned with a high quality commercial grade degreasing detergent and deck brush prior to work commencing.
- (d) Sikalastic 715 is the only deck system approved for use prior to tile installation. Due to potential damage to the concrete slab and waterproof coating, use of other deck system or setting material is prohibited. Product is available at All Weather Surfaces in Aiea.
- (e) Contractor to apply product at 715 at 8 to 10 mils DFT and broadcast sand, (a 16-30 mesh or a 20-40 mesh size silica sand blend) to refusal.
- (f) Contractor to apply thin-set once Sikalastic material is dry in accordance with manufacturer's instructions. Cover and protect the surface until thin-set and tiling work can take place.
- (g) Contractor to install tiles back from the outside edge of the concrete lanai at least 1" on all lead edges.
- (h) Owner is solely responsible for any work that damages any portion of the lanai slab, including the pre-existing waterproofing material, or any improper installation which voids the waterproofing warranty.
- (i) Owners are advised that even lanai tile installed in accordance with these standards and procedures may eventually require removal at the Owner's expense in connection with the repair and/or maintenance of the lanai slab.
- (j) Tiles must be neutral in color and grout must be within 20% of the color of the tile.

Please report immediately to the Resident Manager any defects or problems with the waterproofing coating (e.g. delaminating, bubbles, cuts, tears or holes in the coating), spalled concrete, (e.g., cracks, loose pieces, etc.), or loose railing posts. Defects and problems must be inspected and repaired immediately for safety and to avoid additional damages and costs.

SECTION 10: ANIMALS

1. Animals prohibited or restricted by the State of Hawaii are not allowed on any part of the Premises.
2. No livestock, poultry, rats, mice, ferrets, or other such animals whatsoever may be kept anywhere on the Premises, except as set forth herein.
3. In 2020, the City & County of Honolulu replaced the dog licensing system with rules requiring that all pet dogs 3 months and older, and cats 4 months and older must have microchip identification. All resident dogs and cats must be microchipped as required.
4. Each Apartment is permitted to house up to a total of two (2) Pets (dogs, cats, or other household pets such as birds or a small fish tank) with the recommendation that no individual Pet exceed forty (40) pounds. Fish tanks may not exceed 30 gallons (e.g., 36"x18"x12").
5. Animals must be vaccinated; vaccination details must be included in the Animal's registration.
6. All Residents must register newly arriving Pets and Animals that disabled persons depend on ("Assistance Animals") with the Resident Manager within three (3) days of occupancy. All Occupants with Animals in residence on the effective date of this House Rule Amendment must register any previously unregistered Animals with the Resident Manager within seven (7) days. Failure to register a Pet may result in expulsion of the Pet from the Premises.
7. All Pets must be restrained by a leash or in a carrier at all times in Common Areas, except when dogs are in the Dog Run Area. Pets are to be walked elsewhere to relieve themselves prior to being brought to the Dog Run Area.
8. All Assistance Animals shall at all times be accompanied by their Owners or handlers and leashed while present upon the Common Areas. If the nature of the animal owner's disability makes physical control impracticable, or if the physical control would interfere with the assistance that the animal provides, the animal may be otherwise under the control of the animal's Owner or handler by voice control, signals, or other effective means.
9. Visiting pets (Assistance Animals are not pets) are not allowed anywhere on the Premises.
10. Animals must not be kept, bred or used for any commercial purpose.
11. Animal owners are financially responsible for any damage or required cleaning of the Common Areas caused by their animals. Any damage caused by cleaning chemicals or other such materials used in an attempt to remedy said damage is also the responsibility of the animal owner.
12. If the Board determines that a Pet is a nuisance or a danger to the Project and its residents, the animal owner will have 30-days to remove the Animal from the Project unless the Board determines that the animal must be removed immediately. **If an Assistance Animal causes a nuisance or unreasonable disturbance, the Owner of the Assistance Animal will be given an opportunity to rectify the problem by measures which fall short of ejection of the Assistance Animal from the Project. Ejection will be required only if the Board of Directors reasonably determines that less drastic alternatives have been unsuccessful. If the Assistance Animal is ejected, it will nonetheless be allowed to remain at the Project for a reasonable period of time while the Owner of the Assistance Animal attempts to find a suitable replacement Assistance Animal, provided that the problem is controlled to a sufficient degree that the continued presence of the Assistance Animal during that interim period of time does not constitute an unreasonable imposition upon other Residents.**
13. Animal owners are responsible for promptly cleaning up any waste or mess and keeping the Premises free of fleas, ticks, and odors from their pets.

14. Animal fecal matter and litter must be securely bagged in plastic bags prior to being dropped down the trash chute. Cat litter may not be disposed of in toilets.
15. Pets are not permitted on the roof deck area, the pool deck area, or the laundry room.

SECTION 11: CONSTRUCTION OF IMPROVEMENTS

1. No Owner or Occupant may erect or place anywhere any building or structure within the Project, or make any additions or structural alterations to or exterior changes of any Common Area.
2. No Owner may make additions to or alterations of his Apartment or an appurtenant Limited Common Area without first receiving written approval of the plans and drawings for any renovations and remodels from the Board.
3. Board approval is also required for and prior to:
 - (a) Alterations of plumbing and electrical runs; licensed plumbers and electricians are mandatory
 - (b) Laminate, board, wood flooring installation; a minimum sound rating of IIC60 and STC60
 - (c) Window and sliding door replacement; tempered or laminated safety glass is required by the Building Code
4. For the Owner's protection as well as the AOA's, only licensed contractors may be used for electric and plumbing work done on the residential Apartments and Premises.
5. Before initiating any construction work or repairs, Owners must notify the Resident Manager at least 72 hours prior to starting any work.
6. The Resident Manager is to be advised at least 48 hours in advance of any large deliveries or removal of construction materials and large objects, one elevator will be designated to have protective padding hung on its walls to prevent damage. Repairs of damaged elevator walls and floors will be charged to the Owner.
7. Construction or repair activity that results in noises that may be heard in neighboring Apartments is only allowed between the hours of 8:00 AM and 5:00 PM, Monday through Saturday, and with a maximum of 60 dBA. No loud noise-generating construction or repair activity may take place on Sundays and Holidays. Activities which are specifically prohibited after 5:00 PM and before 8:00 AM, Monday through Saturday, and on Sundays and Holidays, are pounding, sawing, scraping, drilling or any noise which is considered to prevent the peaceful enjoyment of the Waikiki Lanais.
8. No load-bearing walls may be removed or altered.
9. No construction or remodeling-related debris is allowed to be disposed of in the AOA trash dumpsters or chutes. Owners are subject to fines for such violations as well as being charged for the additional disposal fees.
10. An Owner of two adjoining Apartments in the Project may make alterations of the party walls common to and between the Apartments jointly owned only in accordance with plans and specifications first approved in writing by the Board.

SECTION 12: FAIR HOUSING

None of the provisions of these House Rules are intended to be in contravention of the Fair Housing Amendments Act of 1988 or Chapter 515, Hawaii Revised Statutes ("Fair Housing Acts"). The Board will at all times comply with the provisions of the Fair Housing Acts when acting upon

requests by disabled persons to make reasonable modification, at their expense, to their Apartments and/or the Common Elements of the Project if the proposed modifications are necessary to enable such disabled persons to have full use and enjoyment of the Project.

The Board will also comply with the provisions of the Fair Housing Acts when acting upon request by disabled persons for exemptions from any of the provisions of these House Rules, the Declaration, and the By-Laws which would interfere with such disabled person's equal opportunity to use and/or enjoy their Apartments and/or Common Elements of the Project.

IN WITNESS WHEREOF, the undersigned executed the House Rules on this _____ day of _____ 2021.

Secretary of AOA Waikiki Lanais

Print Name: _____

Not for Real Estate Transactions