



HOUSE RULES AND REGULATIONS

**1717 Ala Wai Boulevard
Honolulu, Hawaii 96815**

Amended & Approved by the Board of Directors
Effective: June 19, 2025

TABLE OF CONTENTS

Section		Page
	FOREWORD	1
I	GENERAL INFORMATION	2
	1.1 Administration	2
	1.2 Management Office	2
	1.3 Entry Phone System	3
	1.4 Front Desk & Lobby Security	3
	1.5 Copy Machine	3
	1.6 Cost for Association Documents	3
	1.7 Mail and Other Delivery	4
	1.8 Evacuation Plan	4
	1.9 Pest Control	5
	1.10 Safety Tips	5
II	ENFORCEMENT OF HOUSE RULES	6
	2.1 Authority to Enforce House Rules	6
	2.2 Compliance with House Rules	6
	2.3 Fine Schedule	7
	2.4 Additional Enforcement Costs	8
	2.5 Failure to Enforce	8
	2.6 Ignorance No Excuse	8
	2.7 Reporting and Handling of Violations	9
	2.8 Definitions	9
III	MOVING IN & OUT	10
	3.1 Registration	10
	3.2 Move-In Deposit, Insurance, and Indemnity Agreement	10
	3.3 Other Deposits/Fees	10
	3.4 Moving Rules	11
	3.5 Deliveries	12

Section		Page
IV	OCCUPANCY	13
	4.1 Residential Use	13
	4.2 Occupancy Limits	13
	4.3 Apartment Maintenance	13
	4.4 Access Control	13
	4.5 Apartment Owner Responsibilities	14
	4.6 Noise	15
	4.7 Pets, Service Dogs and Assistance Animals	15
	4.8 Leasing Restrictions and Procedures	18
V	LOBBY, ELEVATORS AND OUTSIDE AREAS	19
VI	LANAIS, WINDOWS, EXTERIOR OF APARTMENTS	20
VII	RECREATION AREA: GENERAL	21
	7.3 Age Restrictions	22
VIII	SWIMMING POOL, SAUNA, JACUZZI	24
IX	FITNESS CENTER	25
X	PARKING AREA	26
	10.1 General	26
	10.2 Parking Area Designation	27
	10.3 Resident Parking	27
	10.4 Guest Parking	28
XI	MOTOCYCLES, BICYCLES, MOPEDS AND SURFBOARDS	29
XII	REFUSE DISPOSAL AND TRANSPORTATION	30
XIII	CONSTRUCTION, ALTERATIONS AND REMODELING (MMR)	31
	13.1 General Policy and Procedures	31
	13.2 Construction Hours	33
	13.3 Responsibility	33
XIV	SPECIFIC PROHIBITS	33
	14.1 Solicitation	33

Section		Page
	14.2 Flammable Products	33
	14.3 Waterbeds	33
XV	EMPLOYEES OF THE ASSOCIATION (including any individuals, contractors, or suppliers employed by the Association)	34
	15.1 General	34
	15.2 Treatment of Employees and Board of Directors	35
XVI	MISCELLANEOUS HOUSE RULES	35
	16.1 Insurance/Damage	35
	16.2 Shopping Carts	35
	16.3 Open House/Signs	35
	16.4 Vandalism	36
	16.5 Lock Boxes	36
	16.6 Centers for Disease Control (CDC) Declared Pandemic	36
XVII	NON-DISCRIMINATION POLICY	36
XVIII	DISCLAIMER OF LIABILITY	36
XIX	GRIEVANCE PROCESS	37
XX	COMPLIANCE	37
XXI	EFFECTIVITY	38

FOREWORD

Welcome to Seventeen Seventeen Ala Wai!

The following House Rules and Regulations (hereinafter, the “House Rules”) are formulated in accordance with the By-Laws of the Association of Apartment Owners of Seventeen Seventeen Ala Wai (the “Association”), Article X, Section 1, as amended.

Condominium living, by definition, creates a certain interdependence among all residents and apartment Owners. The purpose of these rules and regulations is to promote the harmonious occupancy within the condominium to protect all residents, as much as possible, from annoyance and nuisance caused by any improper use of the condominium and to enhance and preserve the reputation, prestige, and desirability of the condominium thereof, thereby providing maximum enjoyment of the condominium and its facilities.

The House Rules apply to all Owners and occupants of the condominium and to all other persons who are on the premises at any time, including agents, employees, members of families, guests, licensees, invitees, Owners, and tenants. Cooperation and observance by all of us will promote peaceful coexistence in this compact neighborhood of 284 households and reduce the onerous task of enforcement. Each apartment Owner is responsible for complying with the House Rules, and for assuring that his/her lessees and guests/visitors are fully apprised of same. Any apartment Owner who leases his/her apartment is responsible for seeing that her/his tenants comply with the House Rules. Each tenant must be provided with a copy of the House Rules by the Owner.

Due to the changes, some minor, some major, every resident, new or old, is urged to read carefully, not only for the changes, but to become reacquainted with all the rules. Changes to the House Rules are stated in the monthly Board meeting minutes and are available upon request.

The House Rules supplement, but do not change the obligation of Owners and tenants contained in the Declaration and By-Laws for the Association of Apartment Owners of Seventeen Seventeen Ala Wai (the “Association”). The right is specifically reserved for the Board of Directors (the “Board”) to rescind, change, or amend any of the foregoing House Rules and to adopt such other rules and regulations as the Board may deem necessary.

All management personnel acting for the Board have the authority to enforce the House Rules as set forth hereinafter. Residents who do not adhere to any of the House Rules are subject to fines as outlined herein and will be charged for damages or other expenses arising from the violation of the House Rules.

These House Rules are revised and effective as of June 19, 2025, and supersede all previous editions.

We appreciate your cooperation and welcome you to Seventeen Seventeen Ala Wai!

GENERAL INFORMATION

1.1 **Administration.** The Board is elected by the apartment Owners in accordance with the Association's By-Laws and the Hawaii Condominium Property Act. The Board is responsible to the apartment Owners for the effective management of Seventeen Seventeen Ala Wai's operations, finances, and all other condominium activities within a safe living environment.

The Association Manager is responsible for the overall administration of the daily operations and maintenance of our property and building. This also includes communications with Board members and Owners alike. The Manager is responsible to the Board as deemed at the annual elections voted by the Owners.

1.2 **Management Office.** The Management Office is located across from the elevators in the lobby of the building. The office hours are:

Monday to Friday	8:00 a.m. to 5:00 p.m.
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It is closed all Saturdays, Sundays, and public Holidays.
The Holidays the AOAO is closed:

New Year's Day	Labor Day
President's Day	Veteran's Day
Memorial Day	Thanksgiving Day
King Kamehameha Day	Day After Thanksgiving Day
Independence Day	Christmas Day

Notices, circulars, or newsletters relating to information, activities and events within the Association and its surrounding community will be periodically on display in the public notice boards in the building and common property for such period of time to be determined by management or will be distributed to residents and Owners.

It is the ultimate responsibility of the Association Manager to enforce rules and follow-up on complaints and suggestions. All written correspondence for the Manager or the Board of Directors may be delivered to the manager's office.

If you require more assistance and services, kindly contact the following:

MANAGEMENT OFFICE	(808) 946-9160
SECURITY (24 HOURS)	(808) 941-7433

The Association has a website as a means of communication with our residents. It contains various documents and forms, e-mails from the Manager and Board members, and more. We can be located on-line at: <https://www.1717alawai.info>.

1.3 **Entry Phone System.** The building is equipped with a telephonic door control system. Residents are responsible for updating their telephone numbers with management. Please read the following information to familiarize yourself with this system.

One U.S. telephone number that can be local or long distance will be programmed into the memory system of the telephonic door control system upon receipt of your registration information and remains confidential.

Using the telephonic door control system is like using your telephone as you normally do with one exception, when you receive a call from someone at the entry phone, if you wish to allow the visitor to enter the premises, dial the number “9” on your telephone, then hang up.

The front desk cannot give access to the premises to any visitors nor provide your name or apartment number under any circumstance. This is necessary in order to protect the security and rights of all residents.

1.4 **Front Desk & Lobby Security.** Security staff are on-site 24 hours per day. However, security personnel cannot be expected to respond to the personal or individual needs of residents. Security personnel may be absent from the front desk while performing patrols of the property or responding to emergencies. If the Security staff are away from the desk, they can be contacted at: (808) 941-7433. Residents should not expect security personnel to buzz them in. Building access keys should be used to gain entrance.

The security personnel have the right to ask anyone on the property without a FOB or tailgating into the building for ID and other information to identify himself/herself. Residents, guests, and visitors are required to give their full cooperation to the security personnel for them to discharge their duties effectively. IF Security personnel feel threatened or confronted in a hostile manner, 911 will be called.

1.5 **Copy Machine.** A copy machine is located in the Management Office. Residents may have copies made for a charge of \$0.10 cents per page. Only management personnel may operate the copy machine.

1.6 **Cost for Association Documents.** A full set of home documents can be purchased from Associa Hawaii. The Association will provide extra copies of the following documents to residents upon request and will charge the following amounts, including administrative costs, but in no event shall exceed \$1 per page, except Board meeting minutes, unless the pages exceed eight and one-half inches by fourteen inches:

- House Rules \$15.00
- MMR Manual \$15.00
- By-Laws \$20.00
- Declaration \$30.00

- Monthly Financials \$15.00 each
- Budget \$10.00
- Reserve Study \$30.00
- BOD Meeting Minutes \$5.00 each *[Note: The House Rules and MMR are available for download on the Association's website at no cost.]*

1.7 **Mail and Other Deliveries.** U.S. mail is deposited in the locked box assigned to each apartment. Outgoing U.S. mail can be deposited in the mail slot within the mailbox bank in the lobby.

1717 Ala Wai staff may only accept packages from the United States Postal Service. Residents are responsible for making arrangements with any private delivery companies such as UPS, FEDEX, AMAZON. Neither the Association nor its employees accept responsibility for such items.

Do not call the security desk to check the status of the mail. We have a flag system. Look over the rail towards the rear fence. If the orange flag is flying, the mail is in. If not, the mail is not here.

1.8 **Evacuation Plan.** To ensure a safe and orderly evacuation of the building in the event of fire or other emergency, and to ensure that the fire department is properly notified, all residents should become familiar with the building evacuation plan and Disaster Preparedness Manual. This plan has been devised with the cooperation of the Honolulu Fire Department.

The Association evacuation plan and Disaster Preparedness Manual is available from the Manager and is also posted on our website (<https://www.1717alawai.info>). Each Owner and resident must become familiar with evacuation procedures. Some reminders are listed below:

- a. If you discover a fire in your apartment or elsewhere in the building, pull a fire alarm immediately. There is one pull station on each floor. Be sure that each of the occupants of your apartment knows the location of the pull stations and stairway exits.
- b. Be sure that each occupant of your apartment is aware of the emergency and advise him or her of the nearest stairwell exit to use. Proceed to that exit.
- c. Do not attempt to use the elevators.
- d. Exit the building completely and as per the evacuation plan requirements.
- e. Front door to apartments should not be kept open at any time in order to reduce the risk of fire spreading.

- f. Periodic fire drills will be performed.

1.9 **Pest Control.** Owners and residents shall eliminate roaches, fleas, ticks, bedbugs and other insects and pests from their apartments and shall maintain control against such infestation(s). The Association has a contract with a pest control company to spray apartments at no additional expense to the Owners. The exterminator comes on a quarterly basis to service the common areas and individual apartments.

1.10 **Safety Tips.** By working together as neighbors, we can be more secure.

- a. Do not let any person not known to you into the building.
- b. Report the presence of any suspicious person on the premises to security or to the police.
- c. Do not leave any outside access or storage door propped open and unattended.
- d. Be sure any outside access door closes securely after you have passed through it, report any malfunctions to Security immediately.
- e. Front doors to apartments should not be kept open at any time.
- f. Keep your vehicle locked while parked in the garage.
- g. Mopeds or bicycles should not be attached to the building, fence, or walls.
- h. Remove all personal belongings from your vehicle when not in use.
- i. It is the Owner's responsibility to maintain insurance on their vehicles and personal property. The AOA is not responsible for any loss or damage thereof.
- j. Promptly report to the Fire Department, Police, management, or proper governmental agencies, any unusual water, noise, smell, or other indication that something might be awry.
- k. Do not open the plate glass pivot windows.

II. ENFORCEMENT OF HOUSE RULES

2.1 **Authority to Enforce House Rules.** The Board shall enforce the House Rules by delegating the responsibility of enforcement to the Association Manager. The Association Manager is designated as agent of the Board for the enforcement of these House Rules.

The Board's authority to establish rules pertaining to the building is contained in the following documents:

- a. Chapter 514B of the Hawaii Revised Statutes, entitled "Condominium Property Act," contains Hawaii's basic condominium laws. Importantly, among other things, they provide that all persons who enter upon and use the premises must comply with the provisions of the Declaration, the By-Laws, the House Rules, and other lawful determinations of the Association (collectively, the "Governing Documents").
- b. The Association's By-Laws provide that the Board may from time to time adopt and amend the House Rules as it may deem necessary, which are binding upon all residents and people who use the premises.
- c. The House Rules supplement and are in addition to the Governing Documents governing the use of the condominium residences and the common elements.

The Board reserves the right to change these rules from time to time. The current rules and fines will be sent to Owners and posted on the Association's website.

2.2 **Compliance with House Rules.** The apartment Owners shall comply with all of the rules herein set forth governing the building, including its corridors, lanais, lobbies, driveways, grounds, recreational areas, and any other appurtenances. The apartment Owners agree that such apartment Owners, their families, tenants, guests, agents, invitees, and licensees will always observe all such rules.

The Association will charge the apartment Owner for damages or other expenses arising from violation of the House Rules or from negligence by the residents, their families, or guests. It is the responsibility of each Owner to make sure that the rules are communicated to and followed by all guests and renters.

The Owner is responsible for the payment of any charges, fines and/or damages resulting from the failure to follow the rules, including charges, fines, or damages incurred by guests/visitors and renters.

2.3 **Fine Schedule.** The Board and/or management have the authority to enforce against Owners and/or residents for violations of the House Rules. Fine schedule for all rule violations **except violations of Sections 5.8, 6.3.B, 12.9, and illegal activities, as explained below**, is as follows, plus assessment for actual amount of damage caused by such violation:

Number of Violation	Fines
First	Warning
Second	\$100.00
Third	\$500.00
Fourth and Subsequent Violations	\$500.00 (and possible legal action)

Fine will apply per apartment per category.

Note that for parking violations, management may enforce the rules by towing the vehicle at the sole discretion of the General/Resident Manager. Such enforcement shall be in addition to any other remedy available to the Association under the House Rules and/or otherwise.

After 6 months with no violations, fines start over with the first violation on the schedule.

The schedule of fines in the table above shall not apply to violations of Sections 5.8 and 6.3.B of these House Rules, which prohibit the intentional discharge of bodily fluids from or onto common elements and limited common elements, and the throwing of items and cigarette butts from the lanais, open walkways, or windows, respectively. Anyone violating these rules shall be subject to an immediate fine of \$500.00 per violation, plus assessment for the actual amount of damage caused by such violation. In addition, any illegal activity as defined by law will be reported to the appropriate authorities and shall carry an immediate fine of \$500.00 per violation which may be assessed at the time the Board determines in its sole and complete discretion that an illegal activity has taken place. The Board may make such a determination before any conviction and/or other legal decision has been reached by an appropriate court or adjudicator. Assessment of this penalty may be adjusted downward at the exclusive direction of the Board on a case-by-case basis. Waiver or adjustments in one case will not set or be considered as precedent in any other case involving similar circumstances.

Other than as stated regarding violations of Sections 5.8 and 6.3.B and illegal activity, where the violation is a single incident (*e.g.*, loud noise), the penalties in the table above are meant to apply. However, where the offense is a continuing one (*e.g.*, an unauthorized pet, service dog, or assistance animal kept on the premises in violation of section 4.7 below, or an unregistered automobile in the parking area) the penalty may be \$500/day until resolution of the violation. Assessments of penalties may be waived in part or adjusted downward at the

exclusive direction of the Board on a case-by-case basis. Waiver or adjustments in one case will not set or be considered as precedent in any other case involving similar circumstances.

Owners shall have fifteen (15) business days following the date of the notice of violation, fines, and damages to appeal the violation, fine and/or damages by notice to the Board in writing in the manner set forth in the notice of violation, fines, and damages. If no appeal is received by the Board within such time, then the violation, fines and damages shall stand and no longer be appealable. The Board may consider and manage appeals in its sole and complete discretion including but not limited to allowing Owners to attend board meetings to discuss the violations, fines and damages and any disputes related thereto.

Payment of all fines and damages (including fines and damages for violations of Section 6.3.B) are due within 30 days of billing. Other than fines for violations of Sections 5.8 and 6.3.B, if fines are not paid within 30 days, the fines will be added to the maintenance fee billing; and after the amount reaches \$1,000.00, a lien will be placed on the property for the penalty and any costs associated with the collection of the penalty including reasonable attorneys' fees. In the case of violations of Sections 5.8 and 6.3.B, if the fines are not paid within 30 days, the fines will be added to the maintenance fee billing and a lien may be placed on the property for the penalty and any costs associated with the collection of the penalty including reasonable attorneys' fees.

The Board reserves itself the right to seek any other remedies available to it under the Governing Documents or at law to enforce the House Rules and does not waive any such rights or limit those rights by the adoption of these fines.

2.4 **Additional Enforcement Costs.** Chapter 514B, Hawaii Revised Statutes, provides in part that:

All costs and expenses, including reasonable attorneys' fees, incurred by or on behalf of the association for:

(3) Enforcing any provision of the declaration, By-Laws, house rules, and this chapter, or the rules of the real estate commission against an Owner occupant, tenant, employee of an Owner, or any other person who may in any manner use the property, shall be promptly paid on demand to the association by such person or persons[.]

Section 514B-157, Hawaii Revised Statutes.

2.5 **Failure to Enforce.** The Board's failure to enforce any rule shall not constitute a waiver to enforce said rule later or on a separate occasion.

2.6 **Ignorance No Excuse.** The failure on the part of any apartment Owner, tenant, guest, employee, or visitor to comply with any house rule shall not be obviated or mitigated by that person's ignorance of these rules.

2.7 **Reporting and Handling of Violations.** Infractions of the House Rules should be reported to and enforced by management. Management will handle all complaints on an anonymous basis, to the extent reasonably possible. It is suggested that minor disagreements should be settled between the individual occupants affected. See also Section XIX (Grievance Process).

2.8 **Definitions.** In this House Rules, unless the context otherwise requires, each of the following words or expressions shall have the meaning stated against it as below:

- a. **Agent:** Any person or business authorized to act on behalf of any Owner who has provided the Association with evidence of that authority.
- b. **Assistance Animal(s):** An animal as defined by section 12-46-302 of the Hawaii Administrative Rules that is necessary as a reasonable accommodation for a disabled person.
- c. **Association of Apartment Owners of Seventeen Seventeen Ala Wai or Association:** All the Owners of Seventeen Seventeen Ala Wai condominium project acting as a group in accordance with the Declaration and By-Laws and Hawaii Revised Statute 514B.
- d. **Board of Directors (“Board”):** The representative of the Association in all matters relating to the operation of the Association.
- e. **Disabled Person(s) or Disability:** Any person, including any resident, Owner, guest, or short-term guest having a physical or mental impairment which substantially limits one or more of that person’s major life activities and as provided for under applicable law.
- f. **Association Manager:** The individual responsible to run the day-to-day operations of the building and enforcing the Governing Documents of the Association, including board policies and house rules. Also known as Resident Manager.
- g. **Guest/Visitor:** Individual who is not an Owner or tenant and who is in the condominium at the invitation of a resident.
- h. **Resident:** All people (including his/her immediate family) occupying an apartment who are not guests and whose names are on the ownership documents or rental or lease agreements for the apartment.
- i. **Owner:** All persons owning a unit of the apartment and have legal title to the same, including any entity having legal title to the same.
- j. **Reasonable Accommodation:** A requested accommodation as provided for under applicable law.

k. Service Dog(s): A dog as defined in section 347-2.5 of the Hawaii Revised Statutes that is necessary as a reasonable accommodation for a disabled person.

l. Short-Term Guest(s): Any guest(s) or visitor(s) who is/are not staying overnight at an apartment in the condominium project, or who is/are staying overnight at an apartment in the condominium project for a period of thirty (30) days or less in any six (6) month period. In calculating the number of days a person has stayed at the apartment, the Association shall count the cumulative number of days during the six (6) month period. Thus, for example, if a guest or visitor stayed overnight at a resident's apartment for fifteen days in month 1, five days in month 2, and ten days in month 3, the guest or visitor would be considered a short-term guest. If, however, the same guest or visitor stayed overnight another day in month 3, 4, 5, or 6, the guest or visitor would not be considered a short-term guest, and would instead be considered a guest.

m. Tenants: A person renting or leasing and occupying an apartment for a period of more than six (6) months.

III. MOVING IN & OUT

3.1 Registration. New residents, whether an apartment Owner or tenant, are required to register with Management Office prior to taking possession of the apartment. The registration form can be obtained from the Management Office or from our website.

It is the responsibility of each resident to make sure up-to-date information regarding his or her occupancy is on file with management, and any change must be reported immediately. Annual registration is required and will be done in the first quarter of the year.

3.2 Move-In Deposit, Insurance and Indemnity Agreement. A \$100 move-in deposit will be charged to all tenants upon registration, whether an apartment Owner or tenant, for any move into the building. This deposit is refundable following completion of the tenant's move-out if there has been no damage to the common element during the tenant's stay in the building. This deposit is for all tenants regardless of the size of their initial move-in. All deposits will be refunded by check via mail. Use of the elevator for moving in or out of the building or for delivery of large bulky items, must be arranged with Management and agreed to in advance of such move. This is on a first-come, first-served basis. Television cameras connected to video recorders are located in all three elevators in the building. In addition, the Association Manager may require proof of insurance covering the moving activities and/or the provision of an Assumption of Risk, Release and Indemnity Agreement covering the moving activities.

3.3 Other Deposits/Fees. The following list represents the standardized deposits and fees/fines for all residents:

Item	Deposit/Fee
Registration Fee	\$25.00 (non-refundable)
FOB Key (up to four per unit) *	\$50.00 (refundable)
Mailbox or Storage Locker Lock Change**	\$25.00 (non-refundable)
30-Day Offset Fee for Unclaimed Property Storage	\$50.00 (non-refundable)
Non-Registration Fine	\$50.00 (non-refundable)

*The security keys (FOB keys) are and shall remain the property of the Association and are issued for the use of residents and/or their agents only. A \$50.00 refundable deposit is charged for each of the first four FOB keys issued by office personnel. A fifth FOB key and any additional keys thereafter require a \$250 deposit.

**1717 Ala Wai maintenance will replace the lock on your mailbox or storage locker for \$25.00. This price does not include the cost of the new lock and key (if applicable). Residents may provide their own replacement locks or cover the cost of the Association purchasing a lock on their behalf. Residents also have the option of hiring a locksmith to change their mailbox or storage locker locks.

3.4 **Moving Rules.** Arrangements for moving in or out of the building must be made with Management. Moving in or out of the building on Sundays or holidays is prohibited. Moving is restricted to the hours of 8:00 a.m. to 4:30 p.m. Monday through Saturday, excluding holidays. All the moves will be done through the first level parking level ONLY and by use of the protected elevator. All crates, barrels, boxes and packing materials must be removed by movers, apartment Owners, or tenants. No debris is to be left in any common area, elevator, lobby, walkway, etc., and should debris be left in any common area necessitating clean up by management, a service charge will be billed to the responsible party or the Owner and deducted from the elevator deposit. All people are responsible for any damage caused by them to the common and limited common areas. Owners are responsible for themselves, their tenants, family members, respective agents, vendors, and contractors, and any other persons taking part in and/or otherwise involved in moving to/from their units, for any damage caused by such people to the common and limited common areas.

A move-in-move-out request form is required to be properly completed and delivered to the Association Manager a minimum of ten (10) calendar days prior to the move in move out date.

A refundable security deposit of \$100.00 to move in move out is required with the application for the move in move out. The deposit may be refunded following an inspection for damages. Security will complete these inspections.

In addition, the Association Manager may require proof of insurance covering the moving activities and/or the provision of an Assumption of Risk, Release and Indemnity Agreement covering the moving activities.

Owners and tenants moving in or out of the property and their moving contractors and vendors may only park a maximum of one (1) vehicle in the guest parking area at a time. Exceptions may be made by the Manager or the security officer on duty at their sole discretion based on the availability of guest parking stalls.

No moving contractor or vendor shall be allowed to use the restroom in the fitness center.

In the event that the moving contractor or vendor does not follow these rules and/or the instructions of the Association Manager and/or security officer, they will be asked to leave regardless of whether the move has been completed.

3.5 **Deliveries.** Tenants and Owners shall arrange for deliveries of large items (*e.g.*, furniture, refrigerators, air conditioners, cabinets, sinks, stove/ovens, shelves, etc.) with Management. Deliveries on Sundays or holidays are not allowed. Deliveries are restricted to the hours of 8:00 a.m. to 4:30 p.m. All large items shall be transported through the first level parking level ONLY and by use of the protected elevator (2). Residents shall sign up for use of the protected elevator prior to the delivery of any large items; use of the protected elevator may be reserved on a first-come-first-serve basis. All crates, barrels, boxes and packing materials shall be removed by the delivery person(s) or residents. No debris is to be left in any common area, elevator, lobby, walkway, etc., and should debris be left in any common area necessitating clean up by Management, a service charge will be billed to the responsible party or the Owner and deducted from the elevator deposit.

Owners and tenants shall be jointly responsible for all damage to the common areas, elevators, walls, doors, windows, carpeting, flooring, and other common elements that occur during or because of the delivery of large items.

Owners and tenants arranging for the delivery of large items and their moving contractors and vendors may only park a maximum of one (1) vehicle in the guest parking area at a time. Exceptions may be made by the Manager or the security officer on duty at their sole discretion based on the availability of guest parking stalls.

No moving contractor or vendor shall be allowed to use the fitness center restroom.

If the moving contractor or vendor does not follow these rules and/or the instructions of the Association Manager and/or security officer, they will be asked to leave regardless of whether the delivery has been completed.

IV. OCCUPANCY

4.1 **Residential Use.** In accordance with the Bylaws Article V, Section 1, each apartment shall be used for residential purposes, and shall not be used for commercial or any other purposes (illegal or otherwise) which may be a nuisance to other residents or injurious to the reputation of the building and/or apartment units; provided, however, this provision shall not affect such apartments from being rented or leased for residential or living accommodations in accordance House Rules **Subsection 4.8** (Leasing Restrictions and Procedures) below.

4.2 **Occupancy Limits.** Occupancy limits have been established to provide for the comfort and peaceful enjoyment of all residents. Monthly condominium fee assessments are also based on a certain estimated usage of provided services such as water/sewer and trash removal. The occupancy limits for each size unit are as follows (By-Laws at Article V, Section 1(j)):

Two bedrooms and living room	6 persons
Three bedrooms and living room	8 persons

4.3 **Apartment Maintenance.** The repair and maintenance of apartment interiors are the responsibility of the individual Owners.

4.4 **Access Control.**

a. Entrance to and exit from the property and individual apartments shall be through established entrances and exits only. All residents using a locked entry/exit door are responsible for seeing that it is locked securely after use. For security reasons, residents shall not allow entry of unknown people into the building or property. Elevator service to the lower parking level is suspended from 12:00 midnight until 6:00 a.m. daily, and entry or exit must be made through the main lobby during those hours. The rear door to the main lobby is locked from 12:00 midnight until 6:00 A.M.

b. The intercom at the front entry will allow visitors to contact residents in their homes. Residents may provide access to the building lobby by pressing “9” on their phone when talking to their guests. See Subsection 1.3 (Entry Phone System) above.

c. Residents shall notify management in advance of any scheduled repair or maintenance which will require admitting trades people to the building. It is the Owner’s responsibility to monitor the entry and exit of their trades people. Vendors must sign in and out at the Security desk any time they are on property.

d. Any common area lock or other element needing repair should be reported to management immediately.

e. Any resident who desires to have management hold emergency access keys to the entrance door locks to his or her apartment or to his or her vehicle must sign a Release and Indemnification Agreement in a form approved by the Board. Access to the apartments will only be provided as specified in the Release and Indemnification Agreement. Unit keys stored are considered for emergency use only.

f. Agents and employees of the Association are not responsible for personal property left in their care or custody.

4.5 **Apartment Owner Responsibilities.**

a. It is the responsibility of the Owner or resident to register with management any person or guest residing in the building for more than 24 hours.

b. The apartment Owner shall be responsible at all times for the conduct of the tenants, guests and all other persons residing in the apartment. He or she shall ensure that all residents and their families, guests, employees, and any other person using the building and its facilities observe the House Rules and that their behavior is neither disturbing nor offensive to other residents, nor damaging to the property of others. This shall include the building and the common elements. In the event of damage caused by any such person or persons, the apartment Owner shall bear all financial responsibility for the repair of such damage. Failure to comply will be dealt with by appropriate legal proceedings, and all costs thereof, including attorney's fees, shall be borne by the apartment Owner. Management further reserves the right to request any guest in breach of the House Rules to leave the premises.

c. It is recommended that Owner(s) and/or resident(s) notify management should such Owner(s) or resident(s) be away from his/her apartment for a period of more than 72 hours. Absence forms are available from Security. Failure to notify management can prevent management from informing Owner(s) or resident(s) of emergency situations pertaining to his/her apartment.

d. **Insurance Coverage.** It is each resident's responsibility to carry the necessary insurance for all personal belongings, furniture, etc., to cover losses in case of theft, fire, water, and other damage, and to cover liability for damage caused to the building and other apartments.

e. HO6 Homeowners Insurance policies are mandatory for all Owners. Owners must promptly provide satisfactory documentation of such insurance,

including but not limited to Certificates of Insurance, to Management upon written request by Management.

4.6 **Noise.**

a. Avoid excessive noise of any type at all times. Consider others and pay particular attention to prevent door slamming. Particular care should be taken to confine conversation to the interior of the apartment after 10:00 p.m. Normal conversation on lanais, open walkways and elevator lobbies is audible and can be disturbing to others.

b. Radios, TVs, stereos, musical instruments, etc., must be played so as not to disturb residents of other apartments at any time. Particular attention must be paid to volume between the hours of 10:00 p.m. and 10:00 a.m.

c. Major appliances (garbage disposals, vacuum cleaners, dishwashers & washing machines) must not be used between the hours of 10:00 p.m. and 7:00 a.m.

4.7 **Pets, Service Dogs and Assistance Animals.**

a. No animal, with the exception of one (1) household pet per apartment, may be kept on any part of the premises, as set forth in By-Law Article V, Section 1(f). Dogs are not allowed, with the exception of service dogs and/or assistance animals depended upon by disabled persons to enable them to use and enjoy the common areas and/or his or her apartment. Pets must be under the physical control of its owner/handler, by use of harness, leash, tether, cage, and/or carrying. Pets are not allowed on the recreation deck at any time, with the exception of a service dog or assistance animal depended upon by a disabled person(s) to enable them to use and/or enjoy the common areas. Guests and/or short-term guests are not permitted to bring a pet into the building or grounds. Any guest or short-term guest who is a disabled person may bring a service dog or assistance animal onto the premises, subject to subsections f.3 to f.6 below to the extent required as a reasonable accommodation for such person's disability and provided that any such guest confirm when requested by the Association Manager, Security and/or the Board that he or she is disabled and the animal alleviates a symptom of the disability.

b. The feeding of wild birds and/or other stray animals anywhere on the premises is strictly forbidden.

c. Notwithstanding Subsection 4.7(a), and subject to sections 4.7(e) and (f)(1)-(6) below, only disabled persons may keep and/or use service dogs or assistance animals in apartments and may use such service dogs or assistance animals as reasonably necessary to enjoy the building and its facilities. Any guest or short-term guest who is a disabled person may bring a service dog or assistance animal on to the premises, subject to section 4.7(e) and (f)(1)-(6).

d. *Removal of Pets, Service Dog(s), Assistance Animal(s), or Other Animals.* If any pet, service dog, assistance animal or other animal causes a nuisance, unreasonable disturbance, or presents a danger to any person within the condominium, the resident shall be given an opportunity to rectify the problem. If the pet, service dog, assistance animal, and/or other animal continues to cause a nuisance, unreasonable disturbance or danger to any person within the building, the Board or Management shall require the pet, service dog, assistance animal, and/or other animal, to be removed from the premises within a reasonable time period, provided that the problem is controlled to a sufficient degree and that the pet, service dog, assistance animal, and/or other animal's continued presence during the interim period does not constitute an unreasonable imposition upon other residents.

e. *Verification of Disability.* Notwithstanding the foregoing, where a person's disability may substantially limit a major life activity, but the disability and disability-related need for an accommodation is not readily apparent, federal and state law and regulations authorize the Association to verify that a person has a disability that substantially limits a major life activity before providing the individual with reasonable accommodation.

Accordingly, any Owner, resident, or guest (other than a short-term guest) requesting a service dog or assistance animal as a reasonable accommodation, and whose disability and disability-related need for an accommodation is not readily apparent (e.g., someone who is not blind, deaf, etc.) must: (1) have his or her treating health care professional, mental health professional, or social worker complete, sign and return to the Association its *Request for Reasonable Accommodation*, which is available at the Association's Management Office; or provide the Association with a letter or other communication verifying that the service dog or assistance animal is needed to alleviate one or more symptoms of the person's disability; and (2) sign and return *The Association of Apartment Owners Seventeen Seventeen Ala Wai Assumption of Risk, Release and Indemnity Agreement* ("Indemnity Agreement"). Any short-term guest requesting a service dog or assistance animal as reasonable accommodation, and whose disability and disability-related need for an accommodation is or is not readily apparent, shall only be required to sign and return the Association's Indemnity Agreement.

Any Owner, resident and/or guest whose disability and disability-related need for an accommodation is not readily apparent, and who does not comply with the requirements of section 4.7(e) and (f)(1)-(6), and any short-term guest who does not sign and return the Association's Indemnity Agreement and/or comply with section (f)(1)-(6) below, will not be permitted to bring on to or have a service dog or assistance animal on the premises.

The Board reserves the right to request additional information, as permitted by law, if the Owner's, resident's or guest's *Request for Reasonable Accommodation* is incomplete or the information provided therein (or in a letter or communication from the Owner's, resident's or guest's treating health care professional, mental health professional, or social worker) is insufficient to help the Board ascertain

whether the person has a disability and/or whether the service dog or assistance animal is needed to alleviate one or more symptoms of the person's disability. Any person who fails to provide the Board with the requested information by a reasonable deadline set by the Board will not be permitted to bring on to or have a service dog or assistance animal on the premises.

The Board further reserves the right to deny any person's request for a reasonable accommodation if, based on the information provided in the Request for Reasonable Accommodation or in a letter or other communication from the person's treating health care professional, mental health professional, or social worker, the information does not verify that the person has a disability and/or that the service dog or assistance animal is needed to alleviate one or more symptoms of the person's disability.

f. *Reasonable Restrictions on Pets and/or Service Dog(s) and/or Assistance Animal(s).* In addition to the provisions in section 4.7 (a)-(e), any person (whether an Owner, resident, guest, or short-term guest) with a pet, service dog or assistance animal must, while on the premises, and if applicable:

- (1) observe applicable laws, including leash laws and pick-up laws;
- (2) clean the housing unit upon vacating, by fumigation, deodorizing, professional carpet cleaning, or other appropriate methods at their expense;
- (3) clean the pet, service dog or assistant animal's waste immediately;
- (4) have the pet, service dog or assistance animal licensed with the City and County of Honolulu, as required under Hawaii Revised Statutes section 143-2 and Chapter 7 of the Revised Ordinances of Honolulu, and upon request, provide the Association with verification of the service dog's or assistance animal's license;
- (5) have the pet, service dog or assistance animal vaccinated, and upon request, provide the Association with documentation of the vaccination;
- (6) keep the pet, service dog or assistance animal under the control of the service dog or assistance animal's Owner or handler by use of harness, leash, tether, cage, carrier, or other physical control while in common areas. If the nature of the person's disability makes physical control impracticable, or if physical control would interfere with the assistance that the service dog or assistance animal provides, the service dog or assistance animal must be under the control of the service dog or assistance animal's Owner or handler by voice control, signals, or other effective means, and must demonstrate said control to the Association's satisfaction; and
- (7) have the pet, service dog or assistance animal meet minimum sanitary standards.

g. *Violation of Section 4.7.* Any violation of section 4.7 constitutes a material violation of the House Rules. Regardless of whether it is the Owner, resident, guest, or short-term guest who violates any provision of section 4.7, the Owner of the unit in which the resident, guest or short-term guest is staying/visiting shall be fined in accordance with section 2.3 of the House Rules. In addition to the fines provided for in section 2.3 of the House Rules, the Board reserves the right to itself to pursue all costs, expenses and reasonable attorneys' fees incurred by or on behalf of the Association in accordance with section 514B-157 of the Hawaii Revised Statutes. The Board further reserves to itself the right to obtain an immediate injunction from a Court or arbitrator, as the case may be, against any person who violates section 4.7 of the House Rules.

4.8 **Leasing Restrictions and Procedures.**

a. *Standard Lease Required.* All apartment Owners who rent their apartment shall use the standard lease form approved by the Association. All apartment Owners shall provide the Association with a copy of each executed lease.

b. *Restrictions.* The By-Laws prohibit leases of less than six (6) months. Owners or their agents must not rent or lease or sublease an apartment in the condominium project for a period of less than six (6) months.

c. *Registration.* Tenants must show a valid lease at the time of registration. The apartment Owner has the ultimate responsibility to provide management with the rental/lease agreement and any renewal or updated agreement.

d. *Responsibility of Owners.* The apartment Owner is responsible for providing tenants with a copy of the House Rules; however, copies of the House Rules are also available from management at all times or at the website <https://www.1717alawai.info>.

The apartment Owner shall be held responsible for any problem arising from tenant occupancy and shall control and abate that problem. If the Owner is unable to do so, he or she shall, upon request of the Board or management, remove tenants causing the problem without compensation for lost rentals or any loss or damage resulting therefrom. See By-Laws at Article V, Section 1(h).

e. Pest Control Participation. It is mandatory that all rental apartments in the building participate in the pest control program paid for by the Association. The program calls for the treatment of roaches and other pests once a quarter by a company selected by the Association. The apartment Owner is responsible for advising any management company/agent and renter of this mandatory participation. It will be the responsibility of the Owner/renter/management company/agent to conform to the date of the treatment. There will be no special warning or notice.

For those Owners who have a rental or lease agreement, it will be incumbent upon the Owners or the management company/agent to ensure that the rental agreement includes provisions regarding the mandatory participation in the pest control program.

V. LOBBY, ELEVATORS AND OUTSIDE AREAS

5.1 This is a residential building, and consistent with such status, appropriate dress must be worn by all residents and guests while in common areas (entrances, lobbies, elevators, and walkways). Appropriate dress would include shirts, cover-ups over swimsuits and footwear. Eating or drinking in any lobby area, elevator, or walkway is prohibited. Furniture, plants, and other paraphernalia provided in the common areas shall not be removed from these areas.

5.2 Sidewalks, designated walkways, passages, lobbies, stairways, corridors, and parking areas must not be obstructed at any time. Laying on the floor in common areas is prohibited at all times, including animals. Fire exit doors must be kept closed; landings on the open stairways may NOT be used as sun decks. The common element is strictly limited to pedestrian use. No vehicle, wheeled device, or any other apparatus whatsoever shall be driven or ridden in the common element by any person. This is provided, however, that the common element specifically designed for use by motor vehicles may be so used and further provided that this restriction shall not prevent a mobility impaired person from using a motorized or non-motorized vehicle, wheeled device, or other mechanism as may be necessary for use and enjoyment of the building and its facilities.

5.3 Surfboards, bicycles, or other large recreation items may not be transported in the elevators at any time. Security may provide access to the open stairwell for those that would prefer to transport their items up the stairwell.

5.4 The Association requires an apartment Owner to bear all financial responsibility for any damage to the common element or to the building by the Owner, his or her tenant(s) or guest(s).

5.5 Pedestrians must use the designated walkways when entering or leaving the building or grounds. Use the railed walkway when going up or down the ramp to Ala Wai Boulevard.

5.6 No roller blades, skateboards, scooters, or other similar wheeled sports items shall be used in the building or in the common elements.

5.7 The use of common element electricity will be controlled by the Association. Residents will not be allowed to use common element electrical outlets without the approval, in advance, of the Association Manager. Notwithstanding the above, residents will be allowed, as an extension of the Association car washing policy, to use the exterior electrical outlet on the lobby level parking area, next to the trash bins and Management Office for the sole purpose of vacuuming their vehicles without prior permission.

5.8 The intentional discharge of bodily fluids, including, without limitation, defecation, urination, vomiting, or spitting from and/or onto any common elements or limited common elements (*e.g.*, the lobby, elevators, outside areas, the recreation area, and hallways) is prohibited, unless such discharge is caused by illness, disability, or infirmity (which shall not include voluntary intoxication). Anyone violating this rule shall be subject to an immediate fine of \$500.00, plus assessment for actual amount of damage caused by each such violation.

5.9 Do not sit, stand, climb, or lean on the fences, railings, walls, or trees surrounding the property.

5.10 Residents, guests, and/or others are not permitted to affix or hang anything on the fences or walls surrounding the property without the express written consent of the Board, which may be withheld in the Board's sole and complete discretion.

VI. LANAIS, WINDOWS, EXTERIOR OF APARTMENTS

6.1 As prescribed by Honolulu Fire Department code, no fires, open flames, or cooking of any kind is allowed on the apartment lanais. Residents are prohibited from storing any highly combustible substances, such as kerosene and petroleum, on the lanais.

6.2 The use of any type of fireworks is prohibited at all times. Explosives or fireworks cannot be kept, stored, or used in apartments or common areas.

6.3.A Do not throw lighted cigarettes, or any other item, from the lanais, open walkways, or windows. Lighted cigarettes can cause serious problems and must be disposed of properly to prevent fire, injury, and/or damage. **SMOKING IS PROHIBITED WITHIN ALL OF THE COMMON ELEMENTS, INCLUDING BUT NOT LIMITED TO: THE RECREATION DECK, ELEVATORS, ALL LOBBIES AND HALLWAYS AT ALL TIMES.**

6.3.B Throwing of cigarette butts, or any other item from the lanais, open walkways, or windows is strictly prohibited. It is the responsibility of residents to secure their lanai and there shall be a rebuttable presumption that this rule has been violated if any item falls from a lanai. Anyone violating this rule shall be subject to an immediate fine of \$500.00 per violation, plus assessment for actual amount of damage caused by such violation.

6.3.C No drilling of any kind in the floors, walls or overhang of the lanais is permitted.

6.3.D Carpeting of the lanais is not permitted.

6.4 Only outdoor tables, chairs, or plants may be placed on lanais, and any unsightly item(s) shall be removed upon the request of the Manager and/or duty security officer. Storage cabinets may be no higher than the railing and shall be placed against the concrete walls. All plants must be in containers to prevent the dripping of water or soil onto apartments below, common element, or exterior of the building. Items of clothing, towels,

brooms, mops, cartons, laundry racks or other unsightly articles must not be placed on lanais or lanai railings, in passages or windows so as to be visible from outside the building or other apartments.

6.5 Carpets, mops, rugs, and the like, must not be shaken from any lanai, window, or open walkway at any time.

6.6 Signs, signals, or lettering shall not be inscribed or exposed on any part of the building, nor shall anything be projected out of any window or off any lanai. Exceptions to this are (1) the correct manner of displaying the American flag , and (2) within the period from November 1st until fourteen (14) days after the lunar new year only, holiday lighting decorations may be displayed for a period of up to 30 days total. Notwithstanding the foregoing, all displays and decorations shall be installed in a safe and secure manner so they do not project out of window or off any lanai and they do not fall from the windows or lanai.

6.7 Window coverings, which are visible from the exterior of the building, will not be permitted to differ in color, but shall be of a neutral color (*e.g.*, tan, brown, cream, or white).

6.8 Corridor windows and apartment entry doors must be kept clean and in good condition. If not cleaned by the resident within ten (10) days of notification, management will clean at the Owner's expense. Inspection of windows will be conducted on a quarterly basis. Please maintain a neat and clean appearance of all areas visible to others.

6.9 Placement of personally owned shoes, plants, planters, decorations, doormats, etc. on exterior walls or on corridor floors, walls or entry doors is not permissible. While plants are permitted on lanais, they may not hang over the lanai ledge or protrude past the plane of the railing. Owners and tenants must ensure that water, leaves, dirt, and foliage do not fall from the lanai or onto the lanais of other units.

VII. RECREATION AREA: GENERAL

7.1 The recreation area includes barbecue grills, sauna, Jacuzzi, and swimming pool. The recreation area is for the use and enjoyment of all residents and their guests. The pool is intended to provide recreational activity for recreational swimmers as well as dedicated "lap" or exercise swimmers. All guests using the recreation area must be always accompanied by a resident 18 years of age or older. As the posted signs state, there is no lifeguard provided for the swimming pool or Jacuzzi facilities so every precaution must be taken to ensure the safety of all residents and their guests.

The Operation Time for the pool, Jacuzzi and are:

Monday to Sunday	8:00 a.m. to 9:00 p.m.
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For Fitness Center's hours of operation, please see **Subsection 9.1** below.

7.2 A maximum of four (4) guests per apartment is allowed at any time in the recreation area. Small parties of more than 4 guests are allowed if prior arrangements have been made with the Management Office. Guests must observe all the rules governing the use of the recreation area. Residents must notify their guests that there are no pool attendants and that users of these facilities do so at their own risk.

7.3 **Age Restrictions.** For Fitness Center restrictions, see **Section IX**. Parents and/or guardians must not leave any child under the age of 13 unattended anywhere in the Recreation Area. The minimum age for the independent use of the Jacuzzi is 15 years of age. Children ages 5-14 are only permitted to use the Jacuzzi and the Jacuzzi deck area if accompanied by a parent or guardian on the Jacuzzi deck. Parents and/or guardians are responsible for the safety and conduct of their children and are expected to utilize reasonable judgment in determining whether their children may safely utilize the Recreation Area without adult supervision.

7.4 All people shall comply with the requests of the Manager and the Association's employees with respect to matters of personal conduct in and about the Recreation Area. The Association's employees, including security personnel, and/or the Manager are authorized to require any person using any of the recreational facilities to identify himself or herself by name and apartment number and, if a guest, to give the name and apartment number of the host occupant and to confirm, if required, the physical presence of the host occupant.

7.5 An Owner's or resident's family members or guests found on the Recreation Area shall be presumed to be there with the full knowledge and consent of the Owner or resident. Owners and residents shall be responsible for the health and safety of themselves, their family members, and their guests who use the pool, Jacuzzi, and the Fitness Center, and for ensuring that all rules for those facilities are obeyed. Apartment Owners or residents are financially responsible for any damage or destruction to the Recreation Area, including but not limited to the pool with its patio furniture and the Fitness Room with its equipment, caused by themselves, their family members, and/or their guests.

7.6 At no time shall there be any loud noise, disturbance and/or other activity that creates a nuisance to Owners or their guests. A "nuisance" is an interference with the reasonable use and enjoyment of land which may include noise and other disturbances. Radio and other sound producing devices may only be used at a low volume or with earphones so as not to disturb others while in the Recreation Area. As sound carries up the sides of the building with amazing clarity, in consideration of others, please keep volume and voices low when using cellular phones. However, radios, instruments, or sound equipment should not be played in the Fitness Center without the use of earphones; the use of any device to communicate or record is prohibited in the Fitness Center. Any personal listening device should be used with headphones only.

7.7 No glass utensils are allowed on the recreation deck. Unbreakable drink containers may be used but food is not permitted in the swimming or Jacuzzi areas. Food is allowed on the raised deck and barbecue area only.

7.8 Drunk and disorderly conduct will not be tolerated in the Recreation Area. Further, since Seventeen Seventeen Ala Wai is a residential building and many of the apartments overlook the recreation area, we encourage all patrons of that area to act appropriately in conduct and dress while using the area. Patrons using the swimming pool, Jacuzzi, or sauna must dry themselves before leaving the Recreation Area and wear proper footwear and clothing over swimsuits while in the common areas. Please ensure that you are dry prior to entering the elevators. Patrons are prohibited from using the Fitness Center equipment while wet.

7.9 Running, jumping, shouting, playing ball, throwing objects or boisterous behavior is not allowed anywhere in the Recreation Area. Vehicles, bicycles, skateboards, etc. are not allowed in any part of the Recreation Area. Recreation deck furniture is provided for the comfort of our patrons and shall be used only for sitting, sunbathing, and other such purposes for which it was designed.

7.10 The barbeque area may be reserved with the Manager and/or the security personnel. Barbeques are for your use and enjoyment on a first come, first served basis. Residents must notify security personnel to assist in turning on the barbeque grills. Before lighting the grill, always open the lid and make sure all gas control knobs are in the OFF position. Turn the propane cylinder knob all the way ON. Turn the gas-control knob to the ON position and light the barbeque immediately using auto ignite or a match. To turn the barbeque off safely, always turn the propane cylinder valve off first so that no unburned propane will be left in the line. Once the flame under the grill goes out, turn the gas-control knobs to the OFF position. Do not attempt to clean the grill while it is still hot. Residents are responsible for cleaning the grill and area after each use. Please ensure that all trash is disposed of prior to leaving the Recreation Area.

7.11 All people using any of the recreational facilities are required to exercise due care to preserve the functionality and appearance of said facilities. All trash and personal belongings must be removed after use of any recreational facility. The chairs or umbrellas, if any, on the recreation deck should be returned to their original positions/locations to ensure a neat and orderly appearance. All patrons acknowledge and agree that the Manager may impose additional requirements and restrictions governing the use of the recreational facilities which are not inconsistent with these House Rules.

7.12 All gates are to be closed and latched at all times. Do not prop open the gates on our property.

7.13 The Association is not liable, and does not assume any liability whatsoever, for injury, death, property damage or any kind of loss arising in connection with the use of the Recreation Area, including but not limited to the swimming pool, Jacuzzi, sauna, or fitness facilities.

7.14 Any person violating any of the posted rules of the Recreation Area will be required to leave the area if or when requested to do so by the Manager or security personnel. After

receiving a citation notice from management, any future violations may result in the suspension of the Owner's or resident's right to use the area for a period of at least thirty (30) days and up to ninety (90) days.

VIII. SWIMMING POOL, SAUNA, JACUZZI

8.1 NO LIFEGUARD IS ON DUTY AT THE POOL. The pool is for the exclusive use of apartment Owners, residents, and their guests. Owners and/or residents must notify their guests that there are no pool attendants and that users of these facilities do so at their own risk. Owners and residents must ensure that family members and guests who are non-swimmers or weak swimmers are accompanied at all times in the pool area by someone who can ensure their safety.

8.2 In order to maintain facility cleanliness and for health and safety reasons, all persons using the swimming pool, Jacuzzi, and the sauna shall take a cleansing shower before entering swimming pool, Jacuzzi, and the sauna. A person leaving the swimming pool or the Jacuzzi to use the toilet shall take a second shower before returning to the swimming pool or Jacuzzi. The shower is located on the recreation deck area. The introduction of sand, rock, or other foreign matter in the swimming pool, Jacuzzi, and the sauna is strictly prohibited.

8.3 Street clothing may not be worn by anyone using the pool, Jacuzzi, or the sauna. Any person having an infectious or communicable disease that may spread and/or otherwise be transmitted through the swimming pool, Jacuzzi or the sauna, must not use the swimming pool, Jacuzzi, or the sauna. Swim diapers (diapers specifically for swimming) are required at all times for infants when using the pool or jacuzzi. Swimming with regular diapers is not permitted.

8.4 No persons shall use the swimming pool, Jacuzzi, or the sauna with any medical condition, including open cuts, abrasions, sores, infections, maladies, or inability to maintain personal hygiene, if such a condition poses a direct threat to the health or safety of themselves and others.

8.5 Anyone who may be adversely affected by the heat or humidity of the Jacuzzi or the sauna, such as young children, pregnant women, and anyone with high blood pressure or respiratory, cardiopulmonary problems, or other health concerns should consult a physician before using those facilities.

8.6 No rubber floats/mats, tanks, diving gear, surfboards, boogie boards, frisbees, ball and/or fins are allowed in the pool or Jacuzzi. Life vests or flotation arm-banks (water wings) are allowed. Jumping or diving into the pool or Jacuzzi is not allowed.

8.7 For your safety, limit the use of the Jacuzzi and sauna to no more than fifteen (15) minutes. Prolonged usage may result in nausea, dizziness, or fainting, and may be dangerous to your health. Be sure to check the water temperature prior to entering the Jacuzzi. Do not use the Jacuzzi or sauna while under the influence of alcohol or drugs.

8.8 The sauna is for the enjoyment of both male and female patrons. It must be remembered that there is no security officer or other attendant overseeing the sauna facility. As such, every precaution must be taken to ensure the safety of all residents and guests. No inappropriate behavior will be tolerated. If patrons encounter a problem using the sauna, please alert staff immediately. The Association is not responsible for persons using the sauna or for the result of such use.

IX. FITNESS CENTER.

9.1 **All persons using the Fitness Center (including sauna) do so at their own risk.**
The Fitness Center is open for use from:

Monday to Sunday	6:00 a.m. to 9:00 p.m.
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9.2 Residents, including minors, wishing to make use of the Fitness Center are required to sign the Waiver of Liability, Release, Assumption of Risk & Indemnity Agreement. Owners and residents must be at least eighteen (18) years of age to use the Fitness Center without an adult or legal guardian present. Children under age thirteen (13) are not permitted to use the Fitness Center under any circumstances.

9.3 Only residents are permitted to use the Fitness Center. No guests and/or visitors are permitted to use the Fitness Center.

9.4 The Fitness Center will be kept locked at all times; please do not prop the door open or open the door for anyone. Permission to use the Fitness Center will be issued by the Manager upon the execution of the Waiver of Liability, Release, Assumption of Risk & Indemnity Agreement for each one of the Owners and/or residents of that apartment who wishes to use the Fitness Center. It must be remembered that there is no full-time security officer or other attendant overseeing the Fitness Room; as such, every precaution must be taken to ensure the safety of all patrons.

9.5 Alcohol, smoking, vaping, or illegal drugs (steroids, inhibitors, etc.) is not permitted within the Fitness Center and common elements. The use of any type of tobacco products, including smokeless tobacco, within the Fitness Center is prohibited. Violations may result in fines and/or loss of privileges.

9.6 Proper athletic attire is required. All equipment shall be wiped down after each use. All equipment is to be used as intended. No food or beverages, except drinks in non-breakable, spill-proof containers, are allowed in the Fitness Center. Residents must not use

the facilities with any medical condition, including open cuts, abrasions, sores, infections, maladies, or inability to maintain personal hygiene, if such a condition poses a direct threat to the health or safety of themselves and others. All persons using the Fitness Center do so at their own risk.

9.7 Additional rules and regulations are posted in the Fitness Center and patrons must conform therewith.

X. PARKING AREA

10.1 General.

- a. Residents and guests shall accept and submit to the decision and authority of the management in matters concerning the flow of traffic within the parking areas and the exit and entry points and the manner of parking their vehicles.
- b. The speed limit and directional signs and arrows must be strictly observed. Drivers must take common sense precautions when driving in the garage. Speeding and driving recklessly is prohibited. Violations will result in fines.
- c. Use of any parking unit shall be at the sole risk of the user of such space. The Association shall in no event be liable for the loss, destruction, theft of, or damage to any vehicle or its contents or any items stored within a parking unit.
- d. Storage of any item, other than one bicycle and/or a motorcycle or moped, is not allowed in parking stalls without special written permission of the Board. Flammable products are prohibited from being stored in any parking unit at any all times.
- e. Parking which blocks fire lanes, sidewalks, or driveways or impedes or prevents ready access to any entrance to or exit from the building or adjacent or another vehicle shall not be permitted, and the Association reserves the right to have the vehicle towed at the Owner's expense.
- f. Vehicle headlights must be turned on when entering/exiting the lower garage level and remain on while the vehicle is in motion in the lower-level parking area. Vehicles moving up the entrance ramp from Ala Wai Boulevard and up the ramp from the lower-level garage have the right of way.
- g. The facility for washing vehicles is located on the east side of the building in the 2 spaces designated as Utility Stalls. The facility is open each Saturday and Sunday from 7:00 am until 5:00 pm and Monday from 5pm – 8pm. Hand washing from buckets is permissible at any time within resident's parking stall, however, the stall must be left clean. The disposal of excess water shall be done in such a manner so as not to violate any federal, state or county laws relating to hazardous waste. No washing of vehicles in other areas is permitted.

h. Only minor emergency repairs are allowed in the garage. Oil changes are not allowed.

i. Reverse Parking along the fences or walls is not permitted, fines will apply.

j. The parking stalls are to be clean of oil and grease. The stall occupant is responsible for maintaining the stall. Certain cleaning materials and tools are available for cleaning the parking stall without charge from the Manager. If notified that a stall needs cleaning and the occupant fails to comply **immediately**, Association staff may clean the space upon which the Owner or occupant must pay the charge for this service and/or may proceed with appropriate fines as provided hereunder. A resident may ask the Manager to have his stall cleaned by maintenance personnel during off duty hours; payment must be made in advance for this service. In the event oil, grease or other fluids from a vehicle penetrate the surface coatings or concrete, the Owner shall be liable for such damage and will be billed for the repairs.

k. Our parking decks have the capacity for a uniform live load of 40 pounds per square foot (psf) and a concentrated live load of 3,000 pounds (lbs). The live loads satisfy the minimum loading requirements established by the 2006 International Building Code (IBC) for light weight category trucks which include up to two-axle, four tire vehicles, trucks, vans, and ambulances. Two-axle trucks with trailers and tractor trailers shall not be allowed on the ramp and parking decks.

10.2 **Parking Area Designation.** Cars parked in violation will be towed at the Owners ' risk and expense. Vehicles displaying the Seventeen Seventeen Ala Wai sticker will be considered residents. Vehicles not displaying the Seventeen Seventeen Ala Wai sticker will be considered guests.

10.3 **Resident Parking.**

a. Residents shall register their vehicle(s) with management in a form provided by the Association. Any change in vehicle or identity of the stall occupant must be reported immediately to management. Forms are available from the 1717 Ala Wai web site, the office or Security.

b. Residents are to display their car sticker issued by management on the lower right side of the front window of their vehicles. The car sticker is issued only to Owners subject to the terms and conditions for issuance. Owners who lease their apartments to tenants are required to provide the executed lease in order for the tenant to apply for the car sticker. For security reasons, such Owners are to ensure their tenants surrender their car sticker to the management when they quit their premises.

c. All vehicles on the premises (whether “stored” or not) shall be in operating condition with current insurance, license, safety, and registration as required by law. No vehicle shall be stored on the premises, particularly in the parking areas, without the Board’s permission. A vehicle is “stored” when it has not been driven on a public road at least once within a sixty (60) day period while properly licensed, registered (including with a current safety check), and insured (the “Driving Requirement”). This rule is to ensure maintenance of the value and appearance of Seventeen Seventeen Ala Wai by eliminating the storage of “junk” vehicles on the premises. Owners who do not maintain a full-time residence on the premises are exempt from the Driving Requirement, provided, however, that the vehicle meets all other requirements in this paragraph.

d. If a resident desires to allow any individual to park in his/her parking stall on a temporary basis, the resident must notify management in writing and provide the required information, as instructed by management. Please contact management in advance so that the necessary registration can be completed prior to the individual’s use of the residents’ parking stall.

e. A resident wishing to rent his/her parking stall may do so only to other residents in the building on a full-time basis. Management must be notified in writing of the agreement by the residents of the parking stall. The residents renting a parking stall must provide the required information, as instructed by management. Please contact management in advance so that the necessary registration can be completed prior to the rental.

f. Each apartment has an assigned parking space, and the occupant is responsible for the control of its proper use. Vehicles are to be centered in their assigned space. A second vehicle such as a moped may be allowed in space as long as the vehicles do not go outside the parking lines nor disrupt neighboring vehicles. Additionally, vehicles in the parking area cannot protrude into thoroughfares or impede the opening of car doors in the parking lot.

No other articles (including surfboards and shopping carts) are allowed to be stored in assigned parking spaces. Residents must not use any other space at any time without prior permission of the Manager. Any vehicle in violation of any parking regulation will be towed away at the Owner’s expense.

10.4 **Guest Parking.**

a. Designated guest parking stalls are for the exclusive use of guests of residents of the building **only when on the property**. Guest parking is on a strictly first-come, first-served basis. All guests are required to register with Security.

b. All vehicles parked in guest parking must be registered with the security desk. It is recommended that the person parking in the guest car parking include a contact phone number with the registration. If there is a problem with the parked

car, security will try to courtesy contact the driver via the provided phone number. Failure to receive or answer courtesy phone call will not prevent security from enforcement of House Rules.

c. Guests may park for up to six (6) hours in one day, except that no vehicles will be allowed to use guest-parking stalls between the hours of 2:00 a.m. and 6:00 a.m.

d. Visitors who have permission to use a resident's parking stall must sign the Visitor's Log and register their vehicle with security.

e. Guests of residents using the guest parking stalls must remove their vehicles from that area upon leaving the premises on foot or in another vehicle.

f. Owners and tenants may park for no longer than fifteen (15) minutes in guest parking stalls on a non-frequent basis when such stalls are available with the express permission of the Association Manager or security officer.

XI. MOTORCYCLES, BICYCLES, MOPEDS AND SURFBOARDS

11.1 Parking space for bicycles and other two-wheeled pedaled vehicles are available in designated areas. Each vehicle must have a decal issued by the management. Bicycles not registered will be considered abandoned and will be removed pursuant to Chapter 514B-139, Hawaii Revised Statutes. Bicycles may be parked there at the Owner's risk. At no time will motorcycles or mopeds be allowed to park in the bicycle parking area. Riders of bicycles and mopeds must adhere to the same rules as all other vehicles.

11.2 The storage of surfboards is available in designated areas only. Surfboards stored on the premises must be registered with security. The surfboard room where they are stored will be always locked. Surfboard Owners must see security to retrieve and store their surfboard. A log sheet will be placed in the room.

11.3 The Association shall not be liable for the theft of or damage to any property stored in any common area, such as bicycles, tricycles, mopeds, surf boards, etc.

11.4 Kayaks, canoes, rowboats, and other water vehicles should be stored off site. There are no storage facilities for such items available on the property. They may be stored on roof racks on the Owner's vehicle in the parking area if they do not protrude into the thoroughfares or impede vehicular or pedestrian traffic.

11.5 Any motorcycle, moped, bicycle, surfboard, or other item that is found stored/parked/located in common areas of the property, in violation of the established house rules will be confiscated and placed in storage. Any items left unclaimed for a period of ninety (90) days are deemed abandoned and will be stored and disposed of in accordance with the law. Items are stored at the expense of the resident for a one-time storage fee of \$50.00.

XII. REFUSE DISPOSAL AND TRANSPORTATION

12.1 THE TRASH CHUTE MAY BE USED ONLY BETWEEN THE HOURS OF 7:00 A.M. AND 10:00 P.M. DAILY.

12.2 Glass bottles (rinsed), aluminum cans, magazines and newspapers should be discarded neatly into the recycling bins in each trash room. Broken glass (wrapped securely to avoid injury to janitors), metal cans, cat litter (wrapped securely and tied or taped), and all flammable, combustible, or volatile liquid paint cans or spray cans **MUST** be placed in the covered container in the trash room. Such flammable, combustible, or volatile liquid materials must be stored and disposed of in accordance with state and federal regulations. To avoid serious problems, **DO NOT DROP ANY OF THE ABOVE ITEMS OR ANY HEAVY ITEM DOWN THE TRASH CHUTE.** These items should be taken to the dumpster located to the right as you exit the rear door near the Management Office.

12.3 All other waste material not disposable in the apartment must be wrapped securely in reasonably small bundles before being placed in the trash chute. **NO BAGS OR BOXES OF GARBAGE OR TRASH ARE TO BE LEFT IN THE ROOM.**

12.4 All trash going into the trash chute must be contained in trash bags no larger than thirteen (13) gallons in capacity. All other trash must be disposed of in the dumpster.

12.5 The trash room must not be used for the disposal of bulky items, such as pieces of lumber, cardboard boxes, coat hangers, Christmas trees, etc. These must be placed in the disposal Dumpster located at the Diamond Head side of the building or contact the Manager or a security officer for other locations. Large boxes must be broken down before being placed in the dumpster.

12.6 Removal of discarded furniture, appliances, carpeting and other large household items is the responsibility of the resident. Such items are not to be left in the trash room or stored in the common area at any time. Please contact management for pick-up locations and times for bulky items and large appliances.

12.7 Household goods, large items of furniture or other bulky items must be moved in or out of the building via the first level parking level only and by use of the protected elevator. Tools, household items, and other small parcels that can be hand-carried may be taken through the main lobby entrances.

Owners, tenants, their respective agents, vendors, and contractors, and any other persons taking part in and/or otherwise involved in moving shall be jointly responsible for any and all damages caused by them to the common areas, elevators, walls, doors, windows, carpeting, flooring, and other common elements that occur during or because of the removal of large items.

12.8 Please help in maintaining clean and neat trash rooms and common areas.

12.9 It is against the law in Honolulu to put bulky items out for collection at the curbside until the evening before the scheduled pickup day. An ordinance passed by the City Council mandates a fine of \$250.00 against the property owner where the item is improperly placed for collection. Bulky item pickups need to be scheduled with the Association's security. In any event, Residents and Owners are prohibited from taking bulky items or any other trash to the curbside location in front of Seventeen Seventeen Ala Wai for collection earlier than the evening of the day before the scheduled bulky item pickup day. Notwithstanding the fine schedule prescribed in these House Rules, any individual violating this rule will be fined \$100.00 and an additional \$250.00 will also be assessed against the individual if the Association receives a fine by the City and County of Honolulu.

XIII. CONSTRUCTION, ALTERATIONS AND REMODELING (MMR)

13.1 General Policy and Procedures.

- a. The Board has developed a Maintenance, Modification and Renovation Policy Manual ("MMR Manual") to give Owner's information concerning alterations, additions, and repairs at Seventeen Seventeen Ala Wai, to organize the process, to provide criteria for consistent decisions by the Board, and to assist Owners with compliance. The MMR Manual is intended only to clarify the provisions found in Chapter 514B, Hawaii Revised Statutes, the Declaration, By-Laws, and these House Rules. In the event of any conflict between the provisions, the provisions of Chapter 514B, Hawaii Revised Statutes, the Declaration, the By-Laws, these House Rules, and the MMR Manual in that order shall control. It is the intent of the Board that the MMR Manual is an evolving document with sufficient flexibility to address concerns and situations which may arise. A copy of the MMR Manual will be furnished by management to Owners desiring to renovate their apartments.
- b. All maintenance, modifications and renovations require a completed and approved MMR Application.
- c. Prior to beginning any work, Owners are required to obtain an application form from the Management Office, complete the form in its entirety and return it to the Manager who will assist the Owner in routing the application appropriately. The Board has established guidelines pertaining to categories of modification with different levels of control applicable to each. The guidelines are found in Section IV of the MMR Manual.
- d. Once the application is approved, the Owner shall work with the Manager for proper scheduling of delivery personnel, contractors, and elevator use.
- e. Most work will require the use of a licensed contractor. For licensed contractors, Owners should refer to Hawaii Revised Statutes chapter 444 and

Hawaii Administrative Rules, Title 16, Chapters 77 and 80. Refer to the MMR manual for contractor insurance requirements.

f. Maintenance, repair, and replacement of any common element, as described in Paragraphs 6 and 7 of the Declaration, altered or modified by an apartment Owner becomes the responsibility of the apartment Owner. The Board, in its sole discretion shall determine whether such maintenance, repair, or replacement shall be performed by the Owner or by the Association at the Owner's expense. This obligation shall pass with the title to the apartment to bind all future Owners. As such, the Owner will be required to execute and record an "Encumbrance Agreement" as may be adopted by the Board. Such agreement may also be required if the Owner significantly alters or modifies the interior of their apartment, as determined by the Board.

g. Upon receipt of a complete application, the Manager will notify the applicant if any additional paperwork is required.

h. Installation or replacement of an air conditioning unit on the lanai requires ADVANCE written approval from the Board of Directors and other Owners who may be directly affected by such installation in accordance with the provisions in the Governing Documents and Chapter 514B, Hawaii Revised Statutes. (Refer to MMR Manual.)

i. Any installation or replacement of flooring requires MMR approval. Please refer to the MMR Manual for detailed approval application instructions as well as conditions under which some flooring may require removal."

j. None of the rules and regulations established by the Association are intended to violate the State or Federal Fair Housing Act. The Board will always comply with the provisions of the Fair Housing Acts when acting upon requests by people with disabilities to make reasonable modifications, at their cost, to apartments and/or to the common elements if the proposed modifications are necessary for their full enjoyment of the building and its facilities. The Board will also comply with the provisions of the Fair Housing Act when acting upon requests by people with disabilities for exemptions from any of the Associations' rules and regulations which would interfere with said persons' equal opportunity to use and/or enjoy their apartments and/or the common elements of the building. See Section XVII (Non-Discrimination Policy).

k. All apartment Owners whose apartments have been altered or modified in any manner which differs from the plans and specifications thereof as depicted on the Condominium Map and/or as originally constructed or have altered or modified any common elements or limited common elements shall be subject to the terms and conditions of the By-Laws, including but not limited to Article X, Section 6.

1. Renovations must be completed within ninety (90) days of the start date of the work unless an extension is granted in writing by the Board or management.

13.2 **Construction Hours.** Construction or repair within an apartment is permitted during the following hours only:

Monday to Saturday	8:00 a.m. to 5:00 p.m.
Sundays and Holidays	Not permitted at any time

In case of an emergency, these hours may be waived by the management.

13.3 **Responsibility.** When workers are performing work within an apartment, they shall be advised to park in the stalls assigned to the apartment, or on the street, or to use a guest stall if available, approved by the duty security officer with the limit of one stall per apartment. They are required to clean up and remove all debris from the common element (lobbies, elevators & hallways) at completion of each day of work. Without exception, ALL WORKMEN OR CONTRACTORS must sign in at the Security desk.

Residents are responsible for the conduct and behavior of their contractors. Any damage to the building, equipment, or common property caused by the moving of furniture, tools, equipment, and building materials must be repaired or replaced at the expense of the resident.

All deliveries of construction materials, tools, and equipment are to be made through the basement entrance in accordance with the Construction Hours as stated above. No carrying, carts, hand trucks of materials, tools or equipment are permitted through any of the lobby entrances. Elevators must be padded prior to use for any construction materials, tools, appliances, fixtures, furniture, or equipment.

Contractors may only park a maximum of one (1) vehicle in the guest parking area at a time. Exceptions may be made by the Manager or the security officer on duty at their sole discretion based on the availability of guest parking stalls.

No contractor or vendor shall be allowed to use the fitness center restroom.

XIV. SPECIFIC PROHIBITS

14.1 **Solicitation.** No commercial solicitation or canvassing of goods or services shall be permitted on the premises. Solicitation of proxies or distribution of materials relating to Association matters is permitted by Owners on the common elements provided such solicitation occurs at a reasonable time, place, and manner.

14.2 **Flammable Products.** Flammable oils or fluids such as gasoline, kerosene, or other explosive or volatile articles, are prohibited and shall NOT be brought or stored on the grounds.

14.3 **Waterbeds.** Waterbeds are not permitted in any apartment.

XV. EMPLOYEES OF THE ASSOCIATION (including any individuals, contractors, or suppliers employed by the Association)

15.1 **General.** Employees of the Association and its vendors, contractors and suppliers (“Association Worker”) conduct day-to-day security operations and maintenance of the building under the supervision of the Manager. The Association needs are their first priority. As such, the following activities are prohibited:

a. No resident or Owner is allowed to make use of any Association Worker of the Association for any business or private errands during his or her work hours for the Association.

b. The Association Workers of the Association are not authorized or allowed to work in any apartment other than to perform common area maintenance during their scheduled work hours, except in an emergency or as otherwise directed by Management.

c. **Emergency Repairs.** Association Workers who are on regular working hours and are summoned by the resident, Owner, security, or Management to check into an emergency problem in any apartment will immediately do so to protect the building and assist the Owner/resident. If it is determined by the Manager that the problem creating the emergency response of staff was the fault of the Owner/resident, all costs of time and materials will be calculated by the Manager and charged against that Owner/resident. A letter of explanation and a full accounting of the costs will be provided to that Owner/resident. The Owner and/or resident will have thirty (30) days from the date of the letter/invoice to make the payment. In the event that money is not received, the letter/invoice will be sent to the Association’s Management Company for inclusion in the balance of the maintenance fees for collection.

Item	Cost
In House Contractor Fee (This fee applies to in-house repairs made due to neglect of an apartment, <u>e.g.</u> , unreported water leak and the cost it took to find/repair it) Current Labor Rate + equipment	\$25.00/hour

d. Residents and/or Owners who hire Association Workers to work in their apartments during off-duty hours do so at their own risk. The Association insurance does not cover its Association Workers for accidents or injury when working in any apartment during off-duty hours (except under the direction of management or the Board). Neither the Association nor management accept any responsibility for the quality of work done or for the Association Worker's well-being under these circumstances.

15.2 **Treatment of Association Workers and Board of Directors.** Association Workers shall not be subjected by an Owner, occupant and/or guest to harassment, name calling, hostile actions, provocation, threats, assaults and/or interference with official duties.

Threats of violence and/or any physical or verbal assaults toward management, staff, or members of the Board is prohibited, will NOT be tolerated, and may be subject to fines and/or legal action.

The offense of harassment includes: the intent to and acts that harass, annoy, or alarm any other person, physical contact, insults, taunts, or challenges another person to a fight; repeatedly makes telephone calls, facsimile, or emails, after being advised by the person to whom the communication is directed that further communication is unwelcome. Threats include threats by words or conduct, to cause bodily injury to another person or to damage property of another or to cause the evacuation of a building. Assaults include causing pain or injury to another person by verbal or physical force or with an object as a weapon. The foregoing definitions include any legal definitions as applicable.

XVI. MISCELLANEOUS HOUSE RULES

16.1 **Insurance/Damage.** An Owner is responsible for the deductible on any insurance claim. The Association's insurance policy is intended for use on claims caused by common element facilities (*e.g.*, common area plumbing problems, roof, etc.). It is not intended to protect an individual Owner against damage caused by his/her negligence. Each Owner must individually protect himself/herself against such losses to his/her own and other Owners' property and cover the Association's applicable insurance policy deductible. The responsibility for repairs to the interior of any Apartment is that of the Owner.

16.2 **Shopping Carts.** One (1) shopping cart and two (2) flatbed transport dollies are provided by the Association for the use of all residents, for the purpose of moving packages between the lobby and their apartments. There is a designated area for the carts, and they should be returned there after each use. No other shopping carts (such as supermarket shopping carts) are permitted on the premises. Please complete the sign out/return register at the security desk.

16.3 **Open House/Signs.** An "open house" to show an apartment for sale is to be held between the hours of 9:00 a.m. and 5:00 p.m. on Wednesdays and Sundays. Plans for a showing must be registered with management twenty-four hours in advance and must include

the apartment number and the name and telephone number of the agent or Owner who will be present to show the apartment.

No real estate signs, whether directional or informational, may be posted or attached to any common area wall or landscaping. Real estate open house signs may be posted at the entry, provided that they do NOT obstruct the view of traffic. Management will direct visitors to the open house that has been registered with management. Other signs are prohibited unless posted by management.

16.4 **Vandalism.** The Association will not tolerate any destruction of property. Vandals will be apprehended and will be prosecuted to the full extent of the law. In addition, the apartment Owner (or tenant) responsible will be fined.

16.5 **Lock Boxes.** Owners and tenants must register their lock boxes with Management and/or security. Lock boxes must be clearly marked with the name of the Owner of the lock box and their phone number. Any lock box that is not registered and/or marked with a name and phone number shall be subject to immediate removal by the Association Manager. Owners and tenants are prohibited from storing spare keys to their units in their lock boxes in the designated lock box area.

16.6 **Centers for Disease Control (CDC) Declared Pandemic.** Owners, tenants, guests, and others shall comply with all applicable laws regarding and/or relating to a pandemic as declared by the CDC ("Pandemic") and/or other State of Hawaii and/or National emergencies. In such events, the Board may adopt policies and procedures to address such events. For example, the Board previously adopted policies and procedures in an attempt to address the COVID-19 pandemic including policies and procedures related to the use of the elevators, pool and pool deck, Jacuzzi, sauna, and fitness center as well as relating to masks, vendors, and others on Association Property. Any such policies and procedures may be amended from time to time by the Board. Violations of applicable laws and violations of these policies and procedures shall be subject to fines, penalties, and damages in accordance with these House Rules.

XVII. NON-DISCRIMINATION POLICY

17.1 To the extent required by applicable law, the Association does not discriminate on the basis of race, sex, sexual orientation, age, religion, color, ancestry, disability, marital status, or arrest and court record in housing or real estate transactions. It is our policy to extend to all individuals the full and equal enjoyment of the advantages, facilities, privileges, and services as required by Hawaii and Federal laws.

XVIII. DISCLAIMER OF LIABILITY

18.1 Neither the Association nor any of its agents or employees shall be liable in any manner whatsoever for the loss or damage to any personal property or injury or death of any person on the property unless such loss, damage, injury or death shall be caused by the sole and willful default of the Association or its agents or employees.

XIX. GRIEVANCE PROCESS

19.1 Where there is a verbal or written complaint that a resident is in violation of any of the provisions of the Declaration and By-Laws or the House Rules, the Manager shall investigate in a timely manner. If the complaint is reasonably verified to be correct through an investigation as determined in the Manager's sole and complete discretion, the Manager will send a written citation noting the violation to the Owner. If the apartment is rented, a letter will be sent to the Owner, rental agent, and renter provided that the information has been provided to the Association.

NOTE: Serious violations will receive immediate action without any requirement of prior written notice to the Owner. Certain violations may result in restriction from the common areas. These violations include but are not limited to parking, pool, and fitness room violations.

19.2 The Owner may be assessed a fine in accordance with the fine schedule, as set forth in these House Rules. If the Owner continues to violate the rule in question, the fine will be increased in accordance with the fine schedule.

19.3 In the event of any violation of the Governing Documents, the Board reserves the right to pursue any and all legal remedies to compel enforcement. Any and all costs and attorney's fees shall be assessed to the account of the offending Owner at the time they are incurred.

19.4 The Board or its agents, without notice or hearing, shall have the right to bring an action at law or in equity against the Owner and/or others as permitted by law.

19.5 Owners shall have fifteen (15) business days following the date of the notice of violation, fines, and damages to appeal the violation, fine and/or damages by notice to the Board in writing in the manner set forth in the notice of violation, fines, and damages. If no appeal is received by the Board within such time, then the violation, fines and damages shall stand and no longer be appealable. The Board may consider and manage appeals in its sole and complete discretion including but not limited to allowing Owners to attend board meetings to discuss the violations, fines and damages and any disputes related thereto.

XX. COMPLIANCE

Notwithstanding anything herein to the contrary, these House Rules shall be subject to the Declaration and By-Laws of the Association of Apartment Owners of Seventeen Seventeen Ala Wai, and in the event any conflict between these House Rules and the declaration and By-Laws, the Declaration and By-Laws shall govern and the Board shall make such changes to these House Rules from time to time to comply with the Declaration and By-Laws.

Each Owner and resident is responsible for abiding by all House Rules and governing documents established for the Association of Apartment Owners of Seventeen Seventeen Ala Wai.

The violation of any House Rule adopted by the Association shall give the Board or its agent the right: (a) to enter the apartment in which or as to which such violation or breach exists, and to abate and remove, at the expense of the defaulting apartment Owner, any structure, thing or condition that may exist therein contrary to the intent and meaning of the provisions hereof, and the Board or the management firm shall not thereby be deemed guilty in any manner of trespass; or (b) to enjoin, abate or remedy by appropriate legal proceeding, either at law or in equity, the continuance of any such breach, all costs thereof including attorney's fees shall be borne by the defaulting Owner.

While these rules may seem extensive, they are written out of necessity. We are a family-oriented association, and our purpose is to maintain harmony and a pleasant, secure home for all Owners and residents. A smile and pleasant greetings between our 1717 residents will always affirm and extend our true aloha spirit.

XXI. EFFECTIVITY

21.1 These House Rules and Regulations shall take effect upon approval by the Board and after due notice is given to all unit Owners or lawful occupants.

END.