



HOUSE RULES AND REGULATIONS

1717 Ala Wai Boulevard
Honolulu, Hawaii 96815

Amended & Approved by the Board of Directors
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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. The 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. Due to the changes, some minor, some major, every resident, new or old, is urged to read carefully, not only for the changes, but in order to become reacquainted with all the rules.

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”). 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 January 1, 2016 and supersede all previous editions.

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

I. 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.
First (1 st) Saturday of each month	10:00 a.m. to 2:00 p.m.

It is closed all other Saturdays, Sundays and public Holidays.

Notices, circulars, or newsletters relating to information, activities and events within the Association and its surrounding community will be periodically put up and 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 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 or sent via email to manager@1717alawai.info.

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

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

The Association also has a website as a means of communication with our residents. It contains meeting agenda, meeting minutes, newsletters, various documents and forms, e-mails of the Manager and Board members, and more. We can be located on-line at: <http://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.

Your own telephone number will be programmed into the memory system of the telephonic door control system upon receipt of your registration information and remains confidential. A television camera is located outside of the front entrance. By tuning your television set to channel 57 or digital channel 902, you may see who is calling you on the Entry Phone.

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.

If you are on your telephone when a visitor tries to call you, he/she will receive a busy signal. Therefore, if you are expecting company, be brief with your telephone calls at the time your visitor is expected. 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 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 may require any person within the premises to identify himself/herself. Residents, guests and visitors are to give their full cooperation to the security personnel for them to discharge their duties effectively.

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 Sale 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:

- 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 Mtg. 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 or FedEx. Neither the Association nor its employees accept responsibility for such items.

Do not call the security desk to check on 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. You may also check channel 57 (digital channel 902) for “THE MAIL IS IN” sign.

1.8 “Keep In Touch” Program. The Association has a “Keep in Touch” program to assist single or elderly residents who feel this service is needed. Please see the Association Manager for information on this free program.

1.9 Disaster Preparedness Manual. 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 also posted on our website (<http://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 are several pull stations 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.

1.10 Pest Control. Owners and residents shall eliminate roaches and other insects from their apartments and maintain control against such infestation. The Association has a contract with a pest control company to spray apartments at no expense to the owners. The exterminator comes on a quarterly basis to service the common areas and individual apartments.

1.11 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 an unattended.
- d. Be sure any outside access door closes securely after you have passed through it.
- e. Keep apartment doors closed and locked.
- f. Keep your vehicle locked while parked in the garage.
- g. Remove all personal belongings from your vehicle when not in use.
- h. 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.

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", is the 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 person 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 always 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 at all times 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 Section 6.3.B, as explained below**, is as follows, plus assessment for actual amount of damage caused by such violation:

Number of Violation	Fines
First	Warning
Second	\$50.00
Third	\$100.00
Fourth and Subsequent Violations	\$150.00 (and possible legal action)

**Fine will apply per apartment per category.
After 6 months with no violations, fines start over at \$50.00.**

The schedule of fines in the table above shall not apply to violations of Section 6.3.B of these House Rules, which prohibits the throwing of cigarette butts from the lanais, open walkways, or windows. Anyone violating this rule shall be subject to a single fine of \$500.00, plus assessment for actual amount of damage caused by such violation. 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 precedent in any other case involving similar circumstances.

Other than violations of Section 6.3.B, where the violation is a single incident (e.g., loud noise), the penalties in the table above are meant to apply. 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 \$150/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 precedent in any other case involving similar circumstances.

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 Section 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 Section 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 to 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 at a later date 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, whenever possible. It is suggested that minor disagreements should be settled between the individual occupants affected. See also Section XVIII (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 (“Association”): All the owners of Seventeen Seventeen Ala Wai condominium project acting as a group in accordance with the Declaration and By-Laws and Chapter 514A and 514B, Hawaii Revised Statutes.

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: (1) having a physical or mental impairment which substantially limits one or more of that person’s major life activities; (2) having a record of such an impairment; or (3) is regarded as having such an impairment. Whether a person has a disability depends on whether the person’s level of impairment significantly restricts a major life activity.

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 persons (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 having legal title to the same.

j. Reasonable Accommodation: A requested accommodation to the Association’s rules, regulations, policies, and procedures that may be necessary for a disabled person to use or enjoy a dwelling, that is related to a person’s disability, and which ameliorates the effects of a disability to allow the person equal use and enjoyment of the dwelling. If reasonable accommodations include the use of a service dog or assistance animal, reasonable restrictions may be imposed.

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. Registration form can be obtained from 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. 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 Security 24 hours in advance. This is on a first-come, first-served basis. Television cameras connected to video recorders are located in all of the three elevators in the building.

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 there after require a \$250 deposit.

**1717 Ala Wai maintenance will change out 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. Moves in or out of the building on Sundays or holidays are prohibited. Moving is restricted to the hours of 9:00 a.m. to 4:30 p.m. Monday through Saturday, excluding holidays. All moving 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.

IV. OCCUPANCY

4.1 Residential Use. Each apartment shall be used for RESIDENTIAL purposes only 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 with the By-Laws, Declaration, and **Subsection 4.8 (Leasing Restrictions and Procedures.)** below. See By-Laws at Article V, Section 1.

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 persons 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 at least 24 hours 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 entry and exiting 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. There will be a \$25.00 fee each time an authorized person obtains the unit key. This fee will be charged to the owner’s maintenance fee account.

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 the responsibility of the owner or resident to notify management should the owner or resident be away from his/her apartment for a period of more than one (1) month. Absence forms are available in Management Office. Failure to notify management can prevent management from informing owner or resident 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.

4.6 Noise.

a. Avoid excessive noise of any type at all times. Consider others and pay particular attention to prevent door slamming. Special 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, 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 carried while in transit in the common areas. 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. Except as otherwise provided in these House Rules, guests and/or short-term guests are not permitted to bring a pet, service dog and/or assistance animal into the building or grounds.

b. Feeding of wild birds and 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 a 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 a 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 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 service dog or assistance animal must, while on the premises:
- (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;
 - (3) clean the service dog or assistant animal's waste;
 - (4) have the service dog or assistance animal licensed with the City and County of Honolulu, as required under Hawaii Revised Statutes section 143-8 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 service dog or assistance animal vaccinated, and upon request, provide the Association with documentation of the vaccination; and
 - (6) keep the 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 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.
- 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 prohibits leases of less than six (6) months. Owners or their agents must not rent or lease a condo apartment for a period of less than six (6) months.

c. *Registration.* Tenants must show a valid lease at the time of registration prior to moving in. 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.

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 treating for 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, passages, lobbies, stairways, corridors, and parking areas must not be obstructed at any time. 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 sidewalk when entering or leaving the building. 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.

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 the 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 from the lanais, open walkways, or windows is strictly prohibited. Anyone violating this rule shall be subject to a single fine of \$500.00, plus assessment for actual amount of damage caused by such violation.

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 so as 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, 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 the correct manner of displaying the American flag and holiday lighting decorations for a period of 30 days. (Refer to Maintenance, Modification and Renovation Policy Manual, Section IV-A, Section 9).

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 KOKUA in maintaining a neat and clean appearance of all areas visible to others.

6.9 Placement of personally owned plants, planters, decorations, doormats, etc. on exterior walls or on corridor floors, walls or entry doors is not permissible.

VII. RECREATION AREA: GENERAL

7.1 The recreation area includes the 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 accompanied by a resident 18 years of age or older at all times. As the posted signs state, there is no lifeguard provided for the swimming pool or Jacuzzi facilities so every precaution must be taken to insure the safety of all resident and their guests.

The Operation Time for the pool, Jacuzzi and sauna are:

Monday to Sunday	8:30 a.m. to 9:00 p.m.
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For Fitness Center's hours of operation, please see Section IX 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 Management Office. Guests must observe all 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 persons 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 damages or destruction to the Recreation Area, including but not limited to the pool and/or patio furniture, the Fitness Room and its equipment, caused by themselves, their family members and/or their guests.

7.6 At no time shall there be any loud noise, disturbance or other activity that creates a nuisance to owners or their guests. Radios 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 carried 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 shall not be played in the Fitness Center without the use of earphones; the use of cell phones is prohibited in the Fitness Center.

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 the majority 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 of any 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, sun bathing, 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 persons 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 Our community is for the quiet enjoyment of all Owners, their tenants, and guests. The gate latch to the Recreation Area is to be latched closed at all times. The gate is not to be left propped open.

7.13 The Association is not liable, and does not assume any liability whatsoever, for injury, 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 thirty (30) 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 bather 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, and the sauna. Any person having an infectious or communicable disease must not use swimming pool, Jacuzzi, and the sauna. Persons having any open blisters, cuts, wounds, etc., of any type must not use the swimming pool, Jacuzzi, or the sauna. 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.

8.4 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.

8.5 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.

8.6 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 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 Guests and visitors are not permitted to use the Fitness Center because of the limited facilities available.

9.4 The Fitness Center will be kept locked at all times; please do not prop it 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 insure the safety of all patrons.

9.5 Alcohol, smoking, or illegal drugs (steroids, inhibitors, etc.) is not permitted. The use of any type of tobacco products, including smokeless tobacco, within the Fitness Center is prohibited

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 precaution when driving in the garage. Speeding and driving recklessly is prohibits.

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 a collapsible shopping cart, 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 any all times.

e. Parking which blocks fire lanes, sidewalks, or driveways or impeded or prevents ready access to any entrance to or exit from the building 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 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.

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

i. Please KOKUA in keeping the parking stalls clean of oil and grease. The stall occupant is responsible for maintaining the stall. Residents are limited to metal drip pans are allowed in stalls to catch fluids dripping from cars. Cleaning materials and tools are available without charge from the Manager. If notified that a stall is in need of cleaning and the occupant fails to comply within fifteen (15) days, the 1717 Ala Wai staff will clean the space and the owner or occupant must pay the charge for this service. 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.

j. Vehicles weighing more than 1500 pounds and of the height exceeding 6'2" are not allowed to enter the lower level of the parking area.

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

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. Residents are not allowed to park their motor vehicle at the guest parking area.

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 resident's 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 resident of the parking stall. The resident 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 the 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 the thoroughfare of the parking lot.

A third vehicle such as a moped, motorcycle or bicycle may be placed in the parking stall if enough room exists. In order to ensure enough room exists in the parking stall permission from the Association Manager is required.

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 exclusive use of guests of residents of the building. Guest parking is on a strictly first come, first served basis.

b. Guests may park 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.

c. Each vehicle using a guest-parking stall must be registered with the security desk. Visitors having permission to use a resident's parking stall must also sign the Visitor's Log. Those failing to register are subject to tow-away thirty (30) minutes after being noted and logged by security personnel; such tow away is at the registered car owner's expense.

d. 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.

XI. 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, 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 the security. The surfboard room where they are stored will be lock at all times. 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 do not have storage facilities available on the property. They may be stored on roof racks on the owner's vehicle or in off premise storage facilities only.

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 Glass bottles (rinsed), aluminum cans and newspapers should be discarded neatly into the recycle 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 dumper located to right as you exit the rear door near Management Office.

12.2 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.**

12.3 Newspapers and magazines are to be neatly placed in the container provided.

12.4 The trash chute may be used only between the hours of 7:00 a.m. and 10:00 p.m. daily.

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 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

12.8 Please kokua 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. A new ordinance passed by the City Council mandates a fine of \$250.00 against the property owner where the item is improperly placed for collection. The Association's security will caution residents and owners when they are observed taking items out to the curb when doing so on a non-prescribed day and will report the incident to the Manager. 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 before the scheduled pickup day. Notwithstanding the fine schedule prescribed in the 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

13.1 General Policy and Procedures.

a. The Board has developed a Maintenance, Modification and Renovation Policy Manual ("MMR Manual") in order to give owners 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 514A, Hawaii Revised Statutes, and/or 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, and these House Rules, 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. 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 for transmittal to the Board for its review and for proper scheduling of delivery personnel and contractors, and elevator use. For licensed contractors, owners should refer to Hawaii Revised Statutes chapter 444 and Hawaii Administrative Rules, Title 16, Chapters 77 and 80.

c. Maintenance, repair and replacement of any common element or limited 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 in order to bind all future owners. As such, you will be required to execute and record an "Encumbrance Agreement" similar to that found in Exhibit 2 of the MMR Manual or as may be adopted by the Board from time to time. Such agreement may also be required if you alter or modify the interior of your apartment, as determined by the Board.

d. Upon receipt of a complete application, the Board will notify the applicant as to whether an Encumbrance Agreement is required. The Board has established guidelines pertaining to modification to the common elements or limited common elements, which do not require specific Board approval. The guidelines are found in Section IV of the MMR Manual. However, they do not cover every possible alteration or addition for which specific approval must be obtained or for which specific approval must be obtained or for which an Encumbrance Agreement must be recorded.

e. Installation or replacement of an air conditioning apartment 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 514A, Hawaii Revised Statutes and/or Chapter 514B, Hawaii Revised Statutes. (Refer to MMR Manual, Category C, Section 3).

f. Areas in each apartment originally covered with carpet and padding or linoleum may be re-covered with carpet and padding or linoleum of equal or better quality. Tile, natural or engineered wood or stone, or other hard surface flooring can be used in areas originally covered with carpet and padding, or linoleum, if an Application to Renovate or Remodel is approved by the Board of Directors, then the work will be performed in accordance with the MMR Manual, Category B, Section 7. Such hard flooring may be required to be removed as provided in the MMR Manual.

g. None of the rules and regulations established by the Association is intended to be in violation of the State or Federal Fair Housing Act. The Board will at all times comply with the provisions of the Fair Housing Acts when acting upon requests by persons 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 persons 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 also Section XVII (Non-Discrimination Policy).

h. 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 Article V, Section 2, of the By-Laws.

i. Renovations must be completed within ninety (90) days of the start date of 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 workmen 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 and common property caused by the moving of furniture, tools, equipment, and building materials must be repaired or replaced at the expense of the resident.

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

15.1 General. Employees of the Association carry out day-to-day 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 employee of the Association for any business or private errands during his or her work hours.

b. The employees 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. Employees 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 into 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’s employees to work in their apartments during off-duty hours do so at their own risk. The Association insurance does not cover its employees for accident or injury when working in any apartment during off-duty hours (except under the direction of management or the Board of Directors). Neither the Association nor management accepts any responsibility for the quality of work done or for the employee’s well-being under these circumstances.

15.2 Treatment of Employees and Board of Directors. Employees of the Association shall not be subjected by an owner, occupant or guest to: harassment, interference with official duties, threats, and/or assaults.

Threats of violence and/or any physical or verbal assaults toward management, staff, or Board of Directors of the Association is prohibited and 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 or to 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 insurance policy deductible which is \$5,000. The responsibility for repairs to the interior of any Apartment is that of the owner.

16.2 Shopping Carts. One (1) shopping carts and two (2) flatbed transport dollies are provided by the condominium 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.

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 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.

XVII. NON-DISCRIMINATION POLICY

17.1 Pursuant to Hawaii Revised Statutes Chapters 347, 515, Title VII of the Civil Rights Acts of 1968 as amended by the Fair Housing Amendments of 1988, and Title 12 of the Hawaii Administrative Rules, 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 consistent with Hawaii and Federal laws. When providing services and facilities or enforcing the House Rules, the Association will not treat any person unequally:

- a.** In granting or withholding any approval or consent required under the Association's rules.
- b.** In enforcing requirements of the Association rules about occupancy restriction or use of the recreational facilities so as not to discriminate against families and any other persons in violation of law.
- c.** In connection with requests of any owner, resident, guest, or short-term guest with a disability to have a service dog or assistance animal as a reasonable accommodation, or as otherwise allowed by law, subject to the provisions and restrictions in section 4.7 herein.
- d.** Under the Fair Housing Act, disabled individuals may be granted reasonable accommodations to enable them to have full use and enjoyment of the building, subject to certain reasonable restrictions, including, but not limited to, the restrictions set forth in section 4.7 herein. The Board will suspend any requirement of the Association rules which, if enforced, could result in unlawful discrimination.

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 in the Premises 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 verified to be correct through an investigation, the Manager will send a written citation notating the violation to the owner. If the apartment is rented, a letter will be sent to the owner, rental agent and renter. The owner will have fifteen (15) days to comply.

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 Should the owner choose not to comply with the written citation, the owner will be assessed a fine of \$50.00 in accordance with the fine schedule, as set forth in this 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.

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 of Apartment Owners of 1717 Ala Wai Condominium shall give the Board of Directors 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 of Directors 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 of Directors and after due notice is given to all unit owners or lawful occupants.

END.