

**RULES AND REGULATIONS OF THE
ASSOCIATION OF UNIT OWNERS OF `A`ALI`I
("House Rules")**

MARCH 2023

These House Rules have been duly adopted by the Board of Directors (the "**Board**") of the Association of Unit Owners of `A`ali`i (the "**Association**") in accordance with Article V, Section 7 of the Bylaws of the Association of Unit Owners of `A`ali`i recorded in the State of Hawaii Bureau of Conveyances (the "**Bureau**") as Document No. A-64250736, as the same may be amended from time to time (the "**Bylaws**"). These House Rules are intended to promote harmonious living and maximize enjoyment of the `A`ali`i condominium project (the "**Project**") and to protect all Occupants of the Residential Units (as such terms are defined below) in the Project from annoyance or nuisance caused by improper or unreasonable conduct or use of the Units and of the common areas of the Project by Occupants. Furthermore, these House Rules are intended to ensure a safe, clean, friendly, and cooperative environment for the benefit of all Occupants and to retain value in the property. These House Rules will be enforced under the understanding that Owners purchased into a first-class building and want to maintain the level of quality and service set forth in the Declaration of Condominium Property Regime of `A`ali`i recorded in said Bureau as Document No. A-64250735A thru C, as the same may be amended from time to time (the "**Declaration**"). These House Rules supplement but do not replace the Bylaws and Declaration.

The responsibility for enforcement of these House Rules may be delegated, either in whole or in part, to the Managing Agent or General Manager for the Project, as the case may be, by the Board. All Occupants shall strictly comply with these House Rules and the covenants, conditions, and restrictions, set forth in the Declaration and the Bylaws and shall be bound by standards of reasonable conduct whether or not expressly covered by these House Rules, the Declaration, or the Bylaws. All capitalized terms not defined herein shall have the meaning assigned to them in the Declaration or Bylaws.

These House Rules do not apply to the Owners of the Commercial Unit and the Commercial Unit, its appurtenant Unit Limited Common Elements and the appurtenant Commercial Limited Common Elements.

All Owners and Occupants, and their Guests and Invitees, shall be bound by these House Rules. Residents are responsible for ensuring their guests and invitees comply with these House Rules. Owners are ultimately financially responsible for any and all damages or destruction, fines, and assessments for violations whether or not caused by the Owner.

SECTION I. DEFINITIONS

1. The term "Residential Unit" or "Unit" shall mean and include each Residential Unit located within the Project, as designated, and described in the Declaration, unless otherwise specifically qualified herein.
2. The term "Motor Vehicle" shall mean and include any vehicle or device powered by engine or motor or powered by an internal combustion or battery-operated electric engine that can propel the vehicle or device and operator without human propulsion, including, but not limited to, automobiles, motorcycles, mopeds, and motor scooters.
3. The term "Premises" shall mean the `A`ali`i condominium project, including all of the buildings and Units therein, all of the land thereof, all common areas, and all other improvements, equipment, apparatus, fixtures, and articles placed or installed in or on the Land and buildings.
4. The term "Occupant" or "Occupants" and any pronoun used in place thereof shall mean and include any Owner of any Residential Unit in the Project, members of any such Owner's family residing in a Residential Unit, and tenants of any Residential Unit.
5. The term "Guest" or "Guests" shall mean and include any guest, licensee, and/or invitee of an Occupant.

6. The term "Recreational Amenities" shall include those facilities offered for use by Occupants and Guests on the Level 8 Amenity Deck and on Level 42 of the Project.
7. The term "smoke" or "smoking" means inhaling, exhaling, burning, or carrying any lighted or heated tobacco product or plant product intended for inhalation. "Smoking" also includes any lighted cigarette, cigar, electronic smoking solution, marijuana, or illegal substance, including any device that can be used to deliver aerosolized or vaporized tobacco product or plant product to the person inhaling the device, including, but not limited to, e-cigarettes, e-cigars, e-pipe, vape pen or e-hookah.

SECTION II. GENERAL

1. To ensure the quality of air and the health and safety of residents, the Project is designated as a smoke-free area. As such, smoking is not permitted anywhere on the premises, including, without limitation, the Units and Limited Common Elements appurtenant thereto and the common areas of the Project, which include, without limitation, any lobbies, hallways, elevators, corridors, stairwells and waiting areas, the Recreational Amenities and Amenity Deck, and the Parking Structure. Owners shall inform their tenants, guests, invitees, and licensees of this smoke-free policy. Any deviation from this smoke-free policy by any Occupant or Guest shall be considered a violation of these House Rules, and such Occupant or Guest shall be subject to the penalties set forth in Section XIII herein. If the violator is a Guest of the Occupant, the unit Owner shall be held responsible for payment of any fines or related charges.
2. Occupants shall at all times keep their storage locker(s), if any assigned, in good order and condition and observe and perform to all laws, ordinances, rules, and regulations applicable to the use of the Project and their storage room(s) now or hereafter made by any governmental authority or the Board.
3. No Occupant or Guest shall alter the exterior of the storage locker by painting, making holes, decorating, or attaching things to it. Nor shall any Occupant or Guest use the storage locker for any unlawful, improper, or offensive use.
4. Nothing shall be allowed, done, or kept in any storage room that would overload, endanger, or impair the structure of the storage lockers.
5. No Occupant shall use or permit to be brought into or stored in the building or common areas, including, without limitation, the storage rooms located in the parking structure, any inflammable or combustible substances such as gasoline, kerosene, gunpowder, fireworks, or other explosives or anything deemed highly dangerous or hazardous to life, limb, or property.
6. Owners shall observe and adhere to these House Rules and ensure that all Occupants and Guests adhere to these House Rules. Owners are responsible at all times for the reasonable conduct and decorum of their family members, tenants, invitees, and Guests on the Premises.
7. Damage to the buildings or common areas by any Occupant or Guest shall be the responsibility of the Owner who, or whose Occupant or Guest, caused said damage and such damage shall be repaired at the expense of the responsible Owner.
8. Surfboards over nine (9) feet long and segways are not permitted in the stairwells or elevators. Bicycles, scooters, and other types of vehicles used for recreation or leisure may not be ridden in the building. All such surfboards must be registered with the General Manager's office and stored in designated storage areas. All storage spaces designated for bicycles and surfboards require registration and rental fees.
9. Waterbeds of any nature are prohibited in the Project.
10. Feeding of non-captive birds or non-captive animals on lanai patios or any Common Element is prohibited.

11. Climbing of walls, trees, fences, and other Common Elements other than the Recreational Amenities expressly designed for climbing is prohibited.
12. Use of fireworks of any kind anywhere on the Premises is prohibited.
13. No one other than the building staff and the Board, and their representatives, may at any time or for any reason whatsoever enter upon or attempt to enter any mechanical room, utility room, workshop area, or roof of the building.
14. No maintenance employee shall be asked by an Owner, Occupant, or Guest to leave the common elements or to perform any tasks. Rather, the maintenance employee is under the direction of the General Manager and the Board.
15. Rude, hostile, abusive, or threatening behavior towards the General Manager, Staff, or any other Association employees while performing their duties will not be tolerated. In the event of a violation that poses a threat to persons or property, an automatic fine of five hundred dollars (\$500.00) will be assessed against the Owner, and the matter may be referred directly to local authorities and/or legal counsel for appropriate action.

SECTION III. THE UNITS

1. Owners are responsible for registering all Occupants residing in their Units with the Managing Agent, prior to their moving into the building. Registration of Occupants shall include 1) filling out a Resident Registration Card to include: full name, telephone numbers, and emergency contact; 2) signing the House Rules Acknowledgment and Agreement statement for all Occupants over the age of eighteen (18); 3) providing the name, address, and telephone number of the rental agent, if applicable.
2. All unaccompanied Guests must check-in with the front desk.
3. Owners are responsible for the conduct of all Occupants, Guests, and invitees and at all times shall ensure that their Occupants, and/or Guests or invitees comply with these House Rules, Bylaws, and Declaration. No illegal activity shall be conducted on the Premises.
4. Each Occupant shall at all times keep his/her Unit in good order and condition and observe and perform all laws, ordinances, rules, and regulations applicable to the use of the Project and his/her Unit now or hereafter made by any governmental authority or the Board.
5. Each Owner shall maintain and repair the Unit and the Unit Limited Common Elements appurtenant thereto and keep them in good order and condition at all times.
6. No Occupant or Guest shall alter the exterior of a residential unit by painting, making holes, decorating, or attaching things to it. Nor shall any Occupant or Guest use a residential unit for any unlawful use.
7. No clothes, towels, garments, rugs, or other objects shall be hung on clotheslines or from the lanai railings or walls, entries, foyers, doorways, windows, or facades of the Units in such a manner as to be in view of persons outside the building. The installation and use of clotheslines, clothes racks, and/or any other type of clothes hanging device on lanai are prohibited.
8. Draperies, curtains, shades, or any other window coverings which are visible from the exterior of the building must be in good condition and not permitted to show any color other than off-white in color.
9. No objects shall be allowed to remain in the common area hallway corridors or front entrance of any Unit. Unit entry doors may not be propped open for ventilation, or any other reason, with the use of any door stopping object.

10. Lanai areas shall not be used for storage of any items whatsoever. Only outdoor patio furniture and small plants, which may not be taller than the height of the lanai railing, shall be placed on the lanai. No other objects or personal property such as refrigerators, storage cabinets, exercise equipment, bicycles, surfboards, boxes, clotheslines, drying racks or crates shall be permitted thereon.
11. No rugs, draperies, or other objects shall be dusted, beaten, or shaken from windows or on lanai patios or railings, entries, stairways, and hallways of the Project. Dust, rubbish, or litter shall not be swept or thrown from any Unit into the hallways or any exterior part of the Project.
12. When cleaning the lanai area appurtenant to a Unit, if any, the Occupant shall not cause or otherwise allow water or other liquids to drain off, or out of the weep hole (if any) of the lanai. Every unit owner shall be responsible for the care, cleaning, and maintenance of their lanai, including lanai floor, lanai side walls, exterior side wall and doors appurtenant to such owner's unit; however, no such unit owner shall reconstruct, paint, or otherwise decorate the lanai without written approval of the Board.
13. Nothing shall be allowed, done, or kept in any Unit or common area that would overload or impair the floors, walls, or roof of the Project, or cause any increase in the ordinary premium rates or the cancellation or invalidation of any insurance thereon maintained by or for the Association.
14. Valet and shopping carts, if provided at the Project, shall not be left in the hallways. After use, they must be immediately returned to their designated stored location, if any, or Association Personnel at the lobby front desk. These carts are the property of the Association, and under no circumstance may they be taken off the premises.
15. Open houses shall not be permitted in the Unit or any part of the Project unless in accordance with the "Open House" policy attached to these House Rules as the First Appendix.
16. Smoking within the Units, including any Limited Common Elements appurtenant thereto, is strictly prohibited.
17. Lockout and other key assist shall be in accordance with the "Lockout & Key Assistance" policy attached to these House Rules as the Second Appendix. A fee may be charged for assistance.

SECTION IV. COMMON AREAS

1. Smoking within the Project, including, without limitation, the common areas of the Project, is strictly prohibited.
2. Except as otherwise specifically provided in these House Rules, eating and drinking are not permitted in the hallways, elevators, corridors, stairwells, porte` cochere and, the Parking Structure.
3. Consumption of alcohol and the presence of open alcoholic beverage containers in the lobby, hallways, elevators, corridors, stairwells, parking garage and porte' cochere are prohibited.
4. Active recreational activities or sports activities within the Project are limited to swimming in the swimming pool and as permitted under Section XI, the Children's Play Area and Dog Run. All other forms of active recreation or sports activities are prohibited throughout the Project facilities and areas.
5. No Occupant or Guest shall alter the Project by painting, making holes, decorating, or attaching things to it. Nor shall any Occupant or Guest alter or remove, or use the Project furniture, furnishings, or equipment in the common areas for any unlawful, improper, or offensive use.

6. When moving furniture or other large objects in or out of a Unit or through the common areas, Occupants must reserve a date and time with the Management Office, which will schedule the use of one of the loading docks, stalls, and/or elevators at such times and in such manner as will cause the least inconvenience and disruption to others. Occupants shall use and/or install protection for the floors and walls of the common areas of the floor on which their Unit is located. Moving hours are from 8:00 a.m. through 4:30 p.m. on Mondays through Saturdays. The Board may, from time to time, adopt specific policies for moving and deliveries. Such policies are outlined in the Third Appendix.
7. Repairs of a Motor Vehicle, surfboard, bicycle, or other equipment shall not be permitted on the Premises, with the following exceptions:
 - a. Replacing a single tire
 - b. Replacing a battery or attempting to "jumpstart" a battery
 - c. Refilling "topping off" of fluids (no draining or changing of fluids)
 - d. Replacement of lamps, bulbs, indicators, wiper blades
8. Keyless access devices are required to enter the building and use the residential elevators. Common area doors may not be held open with the use of wedges or any other door stopping object. Occupants shall not allow strangers to enter the elevator behind them and shall not allow Guests to take keyless devices for access. Occupants shall accompany Guests at all times.
9. No Occupant, Guest or animal shall harm, urinate or defecate on, damage, litter in, cut, prune, plant in, dig, uproot, take, remove, or in any way alter any of the landscaping that is part of the Common Elements, including Limited Common Elements; or plant, put, place, store, maintain, or affix any plants, planters, statues, water features, or objects of any kind upon or in any portion of said landscaping. No climbing or playing in any of the landscaping is permitted.

SECTION V. TRASH DISPOSAL

1. No refuse, garbage, or trash of any kind shall be thrown, placed, or kept on any common areas of the Project outside of the trash chutes and disposal facilities provided for such purpose. Trash, recyclables, or other items must be disposed of down the trash chute and not absconded (left) in the trash chute rooms on the residential floors.
2. All refuse, garbage, and trash must be wrapped or bagged before being placed in the trash chutes and shall not exceed the dimensions of the opening of the trash chute. When considering the size of bagged trash, particular care should be taken to avoid blocking or clogging the trash chute. All bagged trash should be secured or double-bagged so as not to leak, drip, spill or soil any common areas. Damage or harm to common elements as a result of such actions will result in a cleaning fee of \$150.00 and if necessary, an assessment of cleaning or repair/replacement costs incurred by the Association for professional services.
3. No cardboard may be placed into the trash chute(s). All items, other than cardboard, which are suitable for recycling shall be bagged and sorted into the designated recycle bin(s), if any. All cardboard cartons must be flattened before placement in designated areas. If the trash chute is inaccessible or inoperable, `A`ali`i personnel should be immediately contacted for assistance. Trash chutes, designated Association containers and/or receptacles are for HOUSEHOLD refuse, garbage and/or trash only.
4. Items too large, bulky, or potentially harmful may not be disposed of in the trash chute(s), trash bins, recycle bins or anywhere else on the premises. They must be hauled off property by the Occupant upon coordinating with the General Manager. Such items shall not be left unaccompanied on the premises to be collected at a later time. If, at the discretion of Management or the Board of Directors, the items left are deemed potentially harmful or hazardous, an automatic fine of five hundred dollars (\$500) will be assessed to the Owner.

SECTION VI. PARKING

1. Occupants shall register their Motor Vehicles with the office of the General Manager.
2. Motor vehicles with headlights, must use headlights at all times while being operated on the premises.
3. The speed limit for vehicle operation on the premises is 5MPH. Any vehicle speeding in excess of 5MPH or appearing to be operated in a reckless manner will not be tolerated. Speeding and unsafe operation of vehicles on the premises is prohibited. Guests caught speeding on the premises or operating vehicles in an unsafe manner may be banned from using the guest parking stalls.
4. Parking in areas of the Project not expressly designated for residential parking is prohibited.
5. Occupants shall only use the parking stall that is appurtenant to such Occupant's Unit, as designated in the Declaration, except as permitted under the Declaration or as permitted in writing by the Occupant of the Unit to which the subject parking stall(s) is/are appurtenant, and as otherwise duly authorized by the parking stall owner. Such transfer of the use of parking stalls must be registered with Management.
6. No Vehicles shall be parked in the driveways, Porte cochere, entrances, and exits of the Project and in any areas marked as "no parking" areas. Vehicles parked in such areas, or any other unmarked or undesignated areas may be towed away at the expense of the vehicle owner.
7. Motor Vehicles must be centered in parking spaces, within the marked line boundaries, to prevent crowding of adjacent spaces and/or blocking of passages. Vehicles, objects affixed to, or any portion thereof may not protrude or extend beyond the length of the parking space indicated by the length of the marked line boundaries. Any vehicle that extends beyond the marked boundaries of the parking stall may be towed away at the expense of the offending vehicle owner.
8. Up to two (2) Vehicles may be parked in a parking stall at a time; provided, however, that the two licensed and registered motor vehicles that fit within one stall may be allowed so long as both motor vehicles are entirely within the marked boundaries of the parking stall and parked front to back and not side by side. No vehicle or object shall be locked or anchored to anything in the garage or surrounding area of the parking stall.
9. Bicycles, unicycles, scooters and surfboards may not be chained to or kept in any parking stall. No transport trailers, boats, recreational vehicles (also known as RVs), or all-terrain vehicles (also known as ATVs) shall be parked in any parking stalls or stored anywhere on the Premises.
10. Washing of vehicles is not permitted in any parking space. Vacuuming the interior or drying the exterior of a vehicle is acceptable between the hours of 8:00 a.m. and 10:00pm.
11. All persons shall exercise due caution in parking, loading, or unloading within the parking areas to avoid damage to other Motor Vehicles or property and injury to other persons.
12. The parking structure and stairwells shall only be used for ingress and egress and for no other purpose.
13. Alarms on vehicles should be set to a moderate sensitivity level to prevent alarms from going off unnecessarily. If an alarm goes off and the vehicle owner does not turn off or disable the alarm within 15 minutes, the vehicle may be towed away at the vehicle owner's expense.
14. Music in vehicles should be played at a respectable sound level so as not to create a disturbance to others.

15. Violators of the parking regulations set forth in this Section VI may have their vehicles towed away at their own expense; provided that Occupants shall be responsible for authorizing the towing of unauthorized vehicles from such Occupants' assigned parking stalls and must sign all required authorizations for the towing of vehicles from such assigned parking stall. If the violator is a Guest of an Occupant, the Occupant shall be held responsible for payment of any fines or related charges not paid by the violator.
16. Guest parking stalls in the Project, if any, are for the use of Guests only. Residents, unit owners, contractors and vendors are expected to park in their assigned parking spaces or elsewhere off-premises. Guests' vehicles are permitted to park in a guest parking stall for a maximum of six (6) hours between the hours of 7:00 a.m. and 1:00 a.m. daily while on the premises. Guests are not permitted to leave their vehicles in the Guest parking stalls and leave the property. All vehicles parked in the Guest parking stalls must be registered with the attending personnel at the front desk. Vehicles that occupy the Guest parking stalls which are not registered with the front desk or park beyond the allowable time(s) may be subject to towing from the premises at the expense of the vehicle owner. Vehicles unauthorized to occupy the Guest parking stalls may be subject to towing from the premises at the expense of the vehicle owner.
17. Owners or Residents shall require their contractors, subcontractors, and anyone else performing work, and their agents and independent contractors to park offsite, unless otherwise permitted by the General Manager.
18. No personal property other than Vehicles shall be stored in or on any parking stall. Parking stalls with overhead storage units may be appropriately used to store personal property within them. Nothing may be affixed to the exterior or placed on top of the storage unit.
19. Vehicles parked on the premises should be kept in operable condition. No vehicle may be kept on blocks or jack stands. Covered vehicles should display a license plate number through the vehicle cover or on the outside of the cover.
20. Occupants shall be responsible for maintaining their respective parking stalls in a clean condition, free from oil drips, substances, or other discharge from their Motor Vehicles. Cardboard, rugs, drip pans or items other than the vehicle itself may not be kept in any parking stall. From time to time and upon giving prior written notice and opportunity to cure, the Association may (a) clean any parking stall in the Parking Structure, and (b) assess the Occupant of the Unit to which the parking stall is appurtenant a fee of one hundred and fifty dollars (\$150.00) for such cleaning or if necessary, an assessment amount for cleaning or repair/replacement costs incurred by the Association if professional services are required. However, if, at the discretion of Management or the Board of Directors, any substance deemed harmful, hazardous, or a threat to the health and/or safety of persons or property, the Association may clean the parking stall without notice and assess the cost to the Owner.
21. Electric Vehicle charging stations or private use electrical receptacles may be installed with Board approval. Occupants and their guests may not use common electrical receptacles in the parking garage without the approval of the General Manager. Owners of Electric Vehicle charging stations and private use receptacles should secure their installations with a lock to prevent unauthorized use by others. No one may use private use electrical receptacles or Electric Vehicle charging stations without the expressed permission of the owner of the parking stall or tenant(s) thereof.

SECTION VII. PETS AND ASSISTANCE ANIMALS

1. No pet or assistance animal may urinate or defecate on, damage, dig, scratch, or disturb in any way any of the Common Elements, including Limited Common Elements. Should a urine or fecal accident occur, Owners of pets or assistance animals shall be responsible for immediately picking up and cleaning up after their animal(s). Animal waste and trash (sand, litter paper, etc.) shall be wrapped and disposed of with extra care and `A`ali`i personnel notified about the accident. The cost of professional repair, replacement or cleaning will be the full responsibility of the Unit Owner where the pet or assistance animal is registered, or pet or assistance animal handler/owner is visiting or residing, if damages to the project occur.
2. PETS
 - a. No livestock, poultry, or other animals whatsoever shall be allowed or kept in any part of the Project, except that dogs, cats, or other typical household pets ("pet"), such as guinea pigs, rabbits, fishes, or birds may be kept by Occupants in their respective Units subject to the conditions and restrictions contained herein, but shall not be kept, bred, or used therein for any commercial purpose.
 - i. Except for fish, no more than two (2) pets shall be allowed per Unit.
 - ii. No pet may exceed sixty (60) pounds in weight. No infant or juvenile pet of a type or breed which, when fully grown, is likely to exceed sixty (60) pounds in weight, may be kept in the Project.
 - iii. No animal defined as a "pest" under Hawaii Revised Statutes ("H.R.S.") §150A-2, or prohibited from importation under H.R.S. § 141-2, § 150A-5, or § 150A-6, may be kept in the Project.
 - b. Every Occupant keeping pets shall register each pet or pets with the Management Office annually and prior to the animal initially occupying the premises. A record of all pets kept in the Project shall be maintained. The registration of each pet will require a letter from a licensed veterinarian indicating the breed and weight of the animal along with confirmation that all appropriate vaccinations have been administered to the animal. Such a letter should be signed and dated no more than one hundred and eighty (180) days prior to registering the animal with the Management Office. Where possible (i.e., for dogs, cats, and other similar pets), pets shall wear an identification tag containing the name and contact information of the Occupant. For more details as to the process of registering a pet and what is required, see the "Pet Registration" document attached as the Fourth Appendix.
 - c. With the exception of the dog wash room and the dog run, pets are not permitted in the amenities.
 - d. Pets may not occupy common area furniture surfaces, countertops, or installations other than those specifically designated for animal use.
 - e. Any pet causing a nuisance or unreasonable disturbance to any Occupant or Guest, or that is involved in contact with any Occupant, Guest, or other pet in which injury occurs, shall be permanently removed from the Project promptly upon notice given by the Board or the General Manager. A tenant of an Owner must obtain the written consent of said Owner to keep a pet or pets in the Unit. Notwithstanding such consent, a tenant may keep only those types of pets which may be kept pursuant to these House Rules. Any Occupant who keeps a pet or pets pursuant to these House Rules may, upon the death of the pet, replace the pet with another and continue to do so for as long as the Occupant continues to reside in the Unit or another Unit in the Project subject to these same House Rules. The Board may from time to time promulgate such rules and regulations regarding the continued keeping of pets, as the circumstances may require, or the Board may deem advisable.

- f. Each owner of a pet and the Owner of the Unit in which such pet is kept shall indemnify and hold the Association and the Board harmless from and against any and all claims, liabilities, or damages arising out of the presence of such pet in the Unit and the Project.
- g. Except when in transit or when using the dog run area and dog wash room, pets shall not be allowed on any common area, recreational apparatuses, or furniture in the common areas. Any pet in transit through the common areas must be carried whenever practicable or on a leash that keeps the pet within three feet (3') of its handler's feet. Pets shall not be allowed to come into contact with persons other than the handlers thereof, or other pets, except as permitted by such persons or the owners of the other pet(s). Pets shall be under the supervision and control of the Occupant at all times. For purposes of this Section, a pet on an unattended leash does not constitute being under the supervision and control of an Occupant.
- h. Any damage to the Project caused by a pet shall be the full responsibility of the owner of the pet and the Owner of the Unit in which the pet is kept, and the costs of repair or replacement shall be specially assessed to such person(s).
- i. Owners of pets shall be responsible for immediately picking up and cleaning up after their pets. Pet waste and trash (sand, litter paper, etc.) shall be wrapped securely and disposed of with extra care in trash bins.
- j. Owners of dogs shall be assessed a special annual fee of \$50.00 per dog to defray the additional costs incurred by the Association in properly cleaning and maintaining the common elements of the Project.

3. ASSISTANCE ANIMALS

- a. Notwithstanding any provision to the contrary contained herein, animals that work, assist, or perform tasks for the benefit of a person with a disability, including animals that provide emotional support (hereinafter collectively referred to as "assistance animals") shall be permitted at the Project subject to the following restrictions:
 - i. When the AOUEO 'A'ali'i receives a request for a reasonable accommodation to keep an assistance animal at the Project, the AOUEO 'A'ali'i reserves the right to verify requests for assistance animal accommodation, including verification of the disability of the person for whom the request is made, and the identifiable relationship between the person's disability and the need for the assistance animal. An optional Certification Letter re: Request for Accommodation of Assistance Animal is available to help facilitate a request for an assistance animal accommodation and can be obtained from the 'A'ali'i General Manager.
 - ii. All Owners, full-time residents, and visitors who have been granted a reasonable accommodation to keep an assistance animal at the Project, and who will be staying at the Project for thirty (30) or more days are required to fill out the AOUEO 'A'ali'i Assistance Animal Registration Form. In addition, proof of licensing in the City & County of Honolulu and proof of vaccination are required. Such documentation must be submitted to the General Manager before bringing the assistance animal to the Project. For more details as to the process of registering an assistance animal, see the "Assistance Animal Registration Form" attached as the Fifth Appendix.
 - iii. Assistance animals shall not be kept, bred, or used at the Project for any commercial purpose.

- iv. Assistance animals shall be permitted on the Common Elements (including, but not limited to, the Recreational Amenities) provided the assistance animal is under the control of its handler by use of physical controls, such as a harness, leash, tether, or cage. If physical controls interfere with the assistance the animal is providing, voice commands, hand signals, or other effective controls will be approved.
 - v. Owners of assistance animals shall observe all applicable laws, including leash laws and pick-up laws.
 - vi. Any damage to the Project caused by an assistance animal shall be the full responsibility of the owner of the assistance animal, and the costs of repair or replacement shall be specially assessed to such person(s).
 - vii. Any tenant with an assistance animal shall have the unit cleaned upon vacating, including fumigation, deodorizing, professional carpet cleaning, or other appropriate methods at the tenant's expense.
 - viii. Owners of assistance animals shall be responsible for picking up and cleaning up after their assistance animals. Animal waste and trash (sand, litter paper, etc.) shall be wrapped securely and disposed of with extra care in trash bins.
 - ix. All assistance animals must meet minimum sanitary standards.
- b. The Board of Directors or General Manager reserves the right to cite and fine the Owner of an assistance animal for violating any of the rules and regulations provided herein. Any assistance animal causing a nuisance or unreasonable disturbance to any Occupant or Guest, or that is involved in contact with any Occupant, Guest, or other pet in which injury occurs, or which does not meet minimum sanitary standards, or is found to be in violation of the rules and regulations provided herein and the violation is not cured within the time stated in the citation or if the violation is repeated, shall be permanently removed from the Project promptly upon notice given by the Board or the General Manager; provided, however, that any such notice shall provide that before such animal must be removed, its Owner shall have a reasonable time to acquire a replacement assistance animal unless the Board determines that such animal poses an imminent serious threat of physical harm to other Occupants or Guests. The Board may from time to time promulgate or amend such rules and regulations regarding assistance animals as the circumstances may require or the Board may deem advisable.

SECTION VIII. NOISE

1. Occupants and Guests shall exercise care in the use of musical instruments, radios, televisions, stereos, amplifiers, etc. that may disturb other Occupants and Guests.
2. Occupants and Guests shall maintain quiet between the hours of 10:00 p.m. and 7:00 a.m.
3. Occupants and their guests must use care when entering and exiting residences to prevent the slamming of entry doors.

SECTION IX. BUILDING MODIFICATIONS

1. No structural changes of any type by an Occupant shall be permitted within the common areas except as permitted by, and in accordance with, the provisions of the Declaration and Bylaws.

2. Except as otherwise provided in the Declaration, Bylaws or these House Rules, no decorative lighting, signs, posters, signals, flags, celebratory or abstract displays or lettering shall be inscribed or exposed on any part of the Units or Common Elements appurtenant thereto nor shall anything be projected out of any window or door or off any lanai of any Unit, without the prior approval of the Board.
3. No Occupant shall, without the prior written approval of the Board, install any wiring for electrical or telephone installations, television antennae, machines, air conditioning units, other equipment, or appurtenances whatsoever on the exterior of the Project or protruding through the walls, windows, or roof of the Project.
4. No Occupant shall decorate the entry door of his/her Unit or any Common Element of the Project except in accordance with such standards and/or guidelines as may be established by the Board from time to time.
5. An Occupant may install one additional dead bolt on the entry door to such Occupant's Unit, provided that such dead bolt and the installation thereof shall be in accordance with specifications as may be adopted by the Board from time to time. All residential units are keyed to a master key system. If unit locks are replaced or re-keyed, unit owners are encouraged to key them to the building's master key hierarchy for emergency access or authorized assistance. The Association and its employees will be held harmless in the event of a fire, occupant health emergency, or similar situation requiring emergency entry, when staff and/or emergency personnel are unable to timely access a unit due to an owner/occupant overriding building management's ability to access a unit using its master key.
6. Doorbells or recording devices mounted to any exterior portion of the residential unit or entry door are not permitted.

SECTION X. INTERIOR UNIT MODIFICATIONS / CONSTRUCTION WORK

1. **Interior Unit Modifications:** No alterations, modifications or changes to a Unit shall be made or permitted except as permitted by, and in accordance with, the provisions of the Declaration, Bylaws, these House Rules, and Unit Modification Policies as adopted by the Board. "Unit Modification Policies" and the "Application for Unit Modifications" are attached to these House Rules as the Sixth Appendix.
2. **Floor Coverings:** Hard and/or heavy surface floor coverings, including, but not limited to, tile, marble, wood, or the like, may not be installed in any part of a Residential Unit without the prior approval of the Board. Furthermore, the Owner must ensure that a sound control underlayment system which meets an Impact Insulation Criteria (IIC) acoustic standard of 54 or better is used, which system must be approved by the Association. Further, the Association may require a structural or acoustical engineer to review certain proposed improvements, with such review being at the Owner's sole expense. Owners will be held strictly liable for violation of these restrictions and for all damages resulting therefrom, and the Association has the right to require immediate removal of the violations.
3. **Hours of Work:** Construction activity related to interior alterations, modifications or changes to any Unit shall be allowed only on Monday through Saturday (excluding state and/or federal holidays recognized by the Management Office) between the hours of 8:00 a.m. to 5:00 p.m. All activities should be announced to the Management Office prior to commencing so courtesy notifications may be delivered to neighboring units where noise or other projected disturbances may occur.
4. **Construction Parking:** Due to limited on-site guest parking, all contractors or laborers engaged in the construction of the interior improvements to a Unit are to be notified that off-site parking will be required. Contractors, their workers, or subcontractors, who park in stalls or areas which are not cleared through the General Manager shall be subject to being towed at the expense of such contractor, worker, subcontractor or vehicle owner. Contractors may arrange through the General Manager for temporary parking to load and/or unload materials and/or equipment.

5. **Common Area Cleanup:** It shall be a requirement of the work that all hallways and other common areas of the Project are cleaned of construction debris and other rubbish on a daily basis by any person or persons working on a Unit. No accumulation of trash or other debris from the construction activity within a Unit shall be allowed or permitted to remain in the hallways or other common areas of the Project.
6. **Trash Removal:** The use of any of the trash chutes, containers, or receptacles of the Project for disposal of construction trash or debris is strictly prohibited. The Owner and/or contractor shall arrange for the removal of all such construction debris and other trash from the Premises without use of the Project's trash chutes, containers or receptacles. If this rule is violated, the Association reserves the right to charge the Owner for the cost of removal of any such construction trash or debris and/or to bar the offending contractor from entering onto the Premises until satisfactory arrangements are made to remove such construction trash and debris and reasonable assurances are provided to the Association that such violation will not re-occur.
7. **Use of Specified Elevator Only:** The contractor and all laborers engaged in the construction of the interior improvements to a Unit are to be notified by the Owner that they may only use the elevator specifically set aside for use by contractors and laborers and that use of any other elevator in the Project is prohibited for these purposes. If the contractor and/or laborers use any other elevator, the Owner shall be responsible for any and all damages and/or clean-up costs which may be caused or incurred by the Association as result of such improper use, and the Association and/or General Manager shall have the right to bar the offending contractor from entering onto the Premises until satisfactory arrangements are made for payment and/or repair of any damages and/or the removal of the construction trash and debris and reasonable assurances are provided to the Association that such violation will not re-occur. Should the said contractor or laborer fail to pay for such repairs, the Owner will be held responsible for the costs.

SECTION XI AMENITIES

1. The Amenities may be used in accordance with the times noted below, unless otherwise posted. All times are subject to change with minimal notification.

4:00am – 10:00pm

Fitness Center
Yoga Studio
Community Lounge

6:00am – 10:00pm

Sky Terrace
Outdoor Fitness
Spa (Hot Tub)
Swimming Pool
Shallow Pool

8:00am – 10:00pm

Event Room A, B, C, D, E
Event Cabana
BBQs
Dining Room
Private Sky Lounge
Children's Play Area
Pool Side Cabanas

24 Hours

Dog Run
Dog Wash

2. All persons shall comply with requests of Association personnel with respect to matters of personal conduct in and about the swimming pool, spa tub, shallow pool, recreation deck areas, amenities and any other common areas of the property. Employees of the Association are authorized to require any person using any of the recreational facilities or amenities to identify themselves by name and unit number and, if a guest, to give the name and unit number of the host occupant and confirm the physical presence of said host occupant.
3. Anyone violating the House Rules or other applicable rules outlined on signage posted for a particular facility or amenity may be asked by Association personnel to leave the area. Residents who are asked to leave the area may also be temporarily suspended from using or occupying the amenities for a length of time determined by the Board of Directors. Guests of residents occupying an amenity, who are causing a disturbance or not complying with the House Rules, may be asked to leave the premises and are subject to being permanently banned from using or occupying the amenities.
4. All persons using any of the Recreational Amenities 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 Amenities. Chairs should be returned to their original positions/locations to ensure a neat and orderly appearance.
5. Any items introduced by residents or their guests to decorate an amenity space must be gathered and removed prior to the conclusion of the event. Installation of, and the decorations themselves may not harm the surface, structure, or integrity of any portion of the amenity space being used.
6. Intoxicated persons are not permitted in any amenity. Anyone in violation will be required to leave the premises or return to their respective unit. No one under the age of twenty-one (21) may handle, serve, or consume alcoholic beverages in the amenities.
7. The use of torches, portable cooktops and hibachis are strictly prohibited in all areas. Cooking or the use of any open flame in a common area is limited to the barbeque grills on the recreation deck and other cooking equipment already provided in some event rooms. Only capable persons are permitted to operate any barbeque grill or cooktop provided in amenities.
8. For all functions or gatherings involving more than six (6) persons in an amenity or common area, the reservation of an amenity shall be required. If no amenity reservation has been acquired, guests must be escorted to a residential unit by the accompanying resident or leave the premises.
9. Residents hosting gatherings in amenity spaces should consider the number of guests in attendance and be aware of the noise generated. Music or audio output in the indoor reservable amenities must be operated at reasonable levels that do not cause disturbances to persons occupying neighboring amenities, common areas or residences.
10. Except for indoor reservable amenities, radios and personal listening devices must be operated with earphones at all times in the common areas and amenities.
11. Residents are not permitted to host events where the exchange of money for services or goods takes place in an amenity or any activity that is prohibited by law.
12. Residents may not join together in more than one amenity or gathering spaces in any common area for the purpose of monopolizing the use of multiple amenities or areas.
13. No skateboarding, cycles, or vehicles of any kind, including motorized remote-controlled toys are allowed in any of the amenities. Drones are not allowed in or around any of the amenities.
14. No ball playing, or equipment associated with ball playing are allowed anywhere in the amenities except for the Children's Play Area and Dog Run where equipment deemed appropriate by Management to those amenities is allowed.

15. The Board may issue rules governing the use of the Amenities which are not inconsistent with these House Rules.

RESERVABLE AMENITIES

16. All reservations of `A`ali`i amenity spaces are subject to availability and require the approval of the General Manager or their designee.
17. Reservable `A`ali`i amenity spaces may only be reserved by registered residents of the project.
18. Cancellations of reservations for an amenity space must occur no later than 24 hours in advance; "No-shows" are prohibited.
19. Functions or gatherings occurring in a reservable amenity space shall be confined to the space which has been reserved. Non-resident guests of the function or gathering must be accompanied by the resident host at all times. Such guests may not use or occupy any amenities other than those which have been reserved for their use.
20. The Board may adopt a policy to charge a location fee for any large-scale (20+ people) reservation occupying the amenities. Other policies such as mandated event liability insurance or hired attendant(s) to aide in the large-scale event may also be adopted.
21. Upon written request to the General Manager or other reservation system adopted by the Board, all lounge areas on Level 42, or portions thereof, may be reserved for private functions. The decision to allow the reservation of such areas for private functions shall be subject to guidelines adopted by the Board from time to time and shall be implemented by the General Manager. The guidelines shall be for the purpose of reasonably regulating, restricting and/or limiting the use of these areas for private event reservations.
22. Two separate reservable amenity spaces may not be reserved at the same time by any single unit without the expressed approval of the General Manager. If necessary, as a courtesy to others, the Board of Directors may adopt a policy which restricts a unit from reserving an amenity on multiple occasions within a certain time period. This is to ensure that multiple dates are not hoarded, and each unit has an opportunity to enjoy the reservable amenities equally.
23. Policies specifically applying to the use of reservable amenity spaces may be established by the Board of Directors and shall be updated or revised from time to time with minimal notification.

DOG WASH AND DOG RUN

24. Only registered residents and their dogs which have been registered with the Management Office may use the Dog Wash and Dog Run amenities. These are not reservable amenities.
25. Dogs in the Dog Wash and Dog Run amenities must be accompanied by a resident at all times.
26. Dogs are to be kept under close supervision in the Dog Wash and Dog Run amenities. Excessive barking will not be tolerated.
27. No more than one (1) dog per designated wash space may occupy the Dog Wash facility at a time.
28. Between the hours of 10:00pm and 7:00am, only one (1) dog may occupy the Dog Run enclosure at a time.
29. Dogs exhibiting aggressive behavior towards other animals or people will not be allowed in the Dog Wash facility or the Dog Run.

30. Dogs in heat must remain leashed at all times within the Dog Run facility.
31. Animal waste must be bagged and discarded in designated containers (if any provided). Installed water hose(s) should be used to rinse down affected areas in the Dog Run and Dog Wash where urinary or fecal movements occur.
32. Food is not allowed in the Dog Wash facility or the Dog Run. Drinking water is permitted for residents and their dogs.
33. Failure on the part of any resident, guest, or animal to abide by the House Rules applicable to the Dog Wash and Dog Run amenities may result in temporary or permanent eviction from the Dog Wash and Dog Run, a House Rule Violation notice, or both.
34. From time to time, the Dog Wash and Dog Run amenities may be closed periodically for routine service or cleaning.

POOLSIDE CABANAS

35. Residents and their guests may not host gatherings in multiple poolside cabanas for the purpose of monopolizing multiple amenities. The poolside cabanas are not reservable amenities.
36. Furniture and accompanying accessories (if any) may not be rearranged, moved from their installed locations, or removed from the cabana(s).
37. Glassware, bottles, ceramics, chinaware, or other breakables may not be used in the poolside cabanas or anywhere else on the pool deck.
38. The poolside cabanas and other seating areas throughout the pool deck may be closed for cleaning or service from time to time.

BARBEQUES

39. Only capable persons are permitted to operate any barbeque grill.
40. Barbeque grills may not be left unattended for any reason when fire is present.
41. The buildup of food debris should be cleared from the cooking surface after every cooking session using the provided BBQ brushes.
42. The three (3) barbeque grills in Makai BBQ Area #1 and the four (4) Mauka BBQ Area grills are designated as community grills and may be used by residents and their accompanied guests on a first come, first serve basis. These grills and the areas they encompass are not reservable amenities. Use of barbeque grills in these areas are subject to the following conditions:
 - a. Only one (1) barbecue grill per residential unit may be used at a time
 - b. Community barbeque grill use may not exceed 90 minutes at a time.
 - c. Community barbeque areas are limited in space. No furniture, seating or gatherings shall congest these areas.
43. BBQ Areas #2, #3, #4, #5 and #6 are reservable amenities.
44. The Event Cabana and the barbeque grills contained therein are a reservable amenity.

PLAY AREA

- 45. Children must be supervised by a responsible adult when using the Play Area amenity.
- 46. Pets are not permitted in the Play Area Amenity.

LOUNGES, DINING ROOM AND EVENT ROOMS

- 47. The Private Sky Lounge, Dining Room, and Event Rooms A, B, C, D & E are reservable amenities.
- 48. The Community Lounge and Sky Terrace are common areas designated for comfortable enjoyment by all residents; These areas may not be reserved except as may be permitted under the conditions of Rule XI.19.
- 49. Furniture may not be rearranged or removed from the Community Lounge or Sky Terrace (exterior patio area)
- 50. Light weighted items and all other things that may blow over the perimeter walls of the Sky Terrace should remain indoors.

FITNESS CENTER, OUTDOOR FITNESS AND YOGA STUDIO

- 51. For safety reasons, it is recommended that children be accompanied at all times by a responsible adult resident who can ensure their safety. Owners and residents shall be responsible for the conduct of a child who utilizes the Fitness Center or Yoga Studio equipment.
- 52. Dropping of weights or carelessly lowering machine weight stacks in a manner that causes a disturbance in the Fitness Center or Yoga Studio amenities is prohibited. If a prior warning is offered, offenders will be asked to leave the facility. Residents and/or guests who have been asked to leave the facilities on any prior occasion may be subject to accumulated House Rule offense notifications and applicable fines for continued noncompliance, or noncompliance of their guests. Continued noncompliance by residents may also result in suspended access and use of the Fitness Center or Yoga Studio for a length of time determined by the Board of Directors. Continued noncompliance by guests will result in permanent or long-term ban from using the amenities, or even access to the property.
- 53. Guests using the Fitness Center, Yoga Studio or Outdoor Fitness amenities must be accompanied by a registered resident at all times. Each residential unit is limited to two (2) guests at any given time in the Fitness Center, Yoga Studio or Outdoor Fitness amenities.
- 54. Appropriate attire is required in the Fitness Center, Yoga Studio and Outdoor Fitness amenities. Bathing suits, nudity, bare chest, and bare feet are prohibited.
- 55. Only beverages in shatterproof containers are permitted in the Fitness Center, Yoga Studio or Outdoor Fitness amenities.
- 56. Only audio devices with attached earphones for listening are permitted in the Fitness Center, Yoga Studio or Outdoor Fitness amenities.
- 57. Benches in the Fitness Center or Yoga Studio shall not be stood upon.
- 58. Equipment in the Fitness Center and Yoga Studio must be wiped clean using the provided wipes (if any) after every use.
- 59. The equipment provided in the Fitness Center and the Yoga Studio may not be removed from their facility locations or taken into another amenity space for any reason.

60. No additional equipment or loose belongings shall be introduced into the area that may damage the floor or wall surfaces within the Fitness Center and Yoga Studio amenities.
61. Weights and equipment must be returned to their intended rack location after each use.
62. The Outdoor Fitness Area is intended to be used for stretching or exercise without the use of equipment. No weights, equipment or loose belongings shall be introduced into the Outdoor Fitness amenity space. The equipment provided in the Fitness Center and Yoga Studio (indoors) may not be used in the Outdoor Fitness Area.
63. If not reserved, the Yoga Studio may be used or shared on a first come, first serve basis. Exclusive use may only be achieved through a reservation.
64. Pets are not allowed in the Fitness Center, Yoga Studio or Outdoor Fitness amenities.

SWIMMING POOL, SHALLOW POOL, SPA

65. Swimming is permitted only in appropriate bathing attire. Nude sunbathing is prohibited.
66. All persons using the swimming pool, spa tub or shallow pool shall take a cleansing shower bath before entering the pool. A bather leaving the facility to use the toilet shall take a second cleansing shower bath before returning into the water.
67. Bathers shall dry themselves before entering the recreation deck restrooms and other indoor residential common areas.
68. **WARNING: NO LIFEGUARD ON DUTY** at the swimming pools or spa. All persons using the pools or spa do so at their own risk. Owners and residents shall be responsible for the health and safety of themselves, their family members, and their guests who use the swimming pool, spa tub or shallow pool. For safety reasons, a competent swimmer **MUST** accompany an inexperienced swimmer at all times. Parents or guardians are completely responsible for their children or wards and shall not permit them to enter the pool and spa areas regardless of age if they are not competent swimmers unless a competent swimmer accompanies them at all times. A person who is not a competent swimmer should not use the pools unless they are accompanied and supervised by a competent swimmer who shall be responsible for their safety and conduct. The Association reserves the right to ask non-competent swimmers who are unaccompanied by a competent swimmer to leave the swimming pools and/or spa and its surrounding areas. A child's parent or guardian shall be responsible for determining if the child is a competent swimmer and shall ensure that the child fully complies with these house rules. The "buddy" system is always recommended for all swimmers. No one should swim alone.
69. Owners, residents, and guests entering pool deck are responsible for understanding and abiding by the posted rules, any precautionary statements and other applicable House Rules. Owners and residents shall be responsible for ensuring that their guests abide by such rules and statements. Unit owners are financially responsible for any damage or destruction caused by themselves, occupants, their guests, their lessees, and their renters.
70. Scuba equipment, mattresses, swim fins, snorkels, balls, toys, and any other type of equipment that may interfere with other swimmers, damage the pool surface or its equipment are not permitted in the swimming pool, spa tub, shallow pool, or adjacent areas. Goggles, facemasks, small kickboards to assist in swimming and other small floatation apparatuses for infants may be used. An inexperienced swimmer becoming familiar with being in the water and learning to swim should use personal safety equipment such as water wings, life vests or other types of securely attached swimming vests while under the close supervision of a competent swimmer.

71. Caution: The spa is maintained at a very high temperature. Persons who may be susceptible to or adversely affected by the heat or humidity of the spa tub such as young children, pregnant women, and anyone with high blood pressure, should refrain from using the spa because of the potential impact of the high temperature on their health. It is recommended that children under the age of 12 refrain from using the spa because of the potential impact of the high temperature on their health.
72. Any person having an infectious or communicable disease shall not use the swimming pool, spa tub or shallow pool. Persons having any open sores, wounds, blisters, cuts etc. should not enter the water to avoid risk of infection.
73. Spitting, spouting of water, or blowing one's nose in the swimming pool, spa tub or shallow pool shall be strictly prohibited.
74. Skin-care products and other personal items taken into the pools or spa tub area must be in unbreakable containers. Anyone using such products must take a shower before entering or reentering the water. Persons wearing sunscreens, lotions, and other skin-care products must protect furniture on the pool deck and other common areas by draping a towel over the surface.
75. Jumping off walls, horseplay, swearing, running, playing ball, shouting, diving, jumping into the water, and other dangerous boisterous, noisy behavior are not permitted in the pools or spa tub areas. Splashing of water other than that accompanying normal swimming is not permitted.
76. No glass items are permitted on the pool deck. Food and drinks are not permitted in the pools, spa tub or immediate surrounding areas.
77. Animals are not allowed in the swimming pool, spa tub or shallow pool. Animals required by disabled persons may occupy the adjacent areas of the pools and spa tub.
78. Infants, toddlers, and incontinent persons are required to wear clean waterproof swim diapers or other leak-proof protective attire in the pools and spa to prevent contamination of the swimming pool, spa tub or shallow pool. A swim diaper is not a typical diaper. It is a tight-fitting nylon or latex alternative for a typical diaper. Typical disposable or cloth diapers are not permitted in the pools or spa tub.
79. In the event of an accidental fecal or vomitous discharge in the swimming pool, spa tub or the shallow pool, the affected facility will be closed immediately for cleaning and disinfecting.

SECTION XII. INTERACTION WITH COMMERCIAL AREAS

1. Residential Unit Owners, Occupants and Guests shall not park in the areas on Level 1 that are designated for use by tenants and patrons of the businesses located within the Commercial Unit.
2. Residential Unit Owners, Occupants and Guests shall not solicit or harass patrons of the Commercial Units, the Commercial Units' individual Limited Common Elements, or the Commercial Limited Common Elements.

SECTION XIII. ENFORCEMENT

1. EXPENSES OF ENFORCEMENT

Every Occupant, or Owner if the Occupant is not an Owner and refuses to comply with this provision, shall pay to the Association promptly on demand all costs and expenses including reasonable attorneys' fees incurred by or on behalf of the Association in enforcing any provision of the Declaration, Bylaws, or these House Rules against such Occupant or Occupant's Guest. If the violator is a Guest of the Occupant, the unit Owner shall be held responsible for payment of any fines or related charges.

2. GENERAL ENFORCEMENT

Pursuant to the Bylaws, a violation of the Declaration, Bylaws, and these House Rules shall give the Association through its Board of Directors, the Managing Agent or the General Manager the right to:

- a. Enter the Apartment in which, or as to which, such violation or breach exists and to summarily abate and/or remove, at the risk and expense of the defaulting Owner (whether or not caused by the Owner or by any person for whose conduct the Owner may be responsible), any structure, thing, condition, activity or conduct that may exist therein contrary to the terms and provisions of these House Rules, or the Declaration or Bylaws, and the Board, the Managing Agent or General Manager shall not thereby be deemed guilty in any manner of trespass; provided, however, that judicial proceedings must first be instituted unless an emergency, such as a threat to life, limb, or property, exists; and/or
- b. To enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any such violation or breach, and all costs thereof, including attorney fees and costs, shall be borne by the defaulting Owner (whether or not caused by the Owner or by any person for whose conduct the Owner may be responsible); and/or
- c. Levy fines in accordance with the procedure set forth in the Bylaws and these House Rules.

3. PROCEDURE FOR NOTICES AND SCHEDULE OF FINES FOR DECLARATION, BYLAWS, OR HOUSE RULES VIOLATIONS

In addition to any other remedy available to the Association by law or equity, a monetary fine, as stated below, may be charged against the responsible Owner for each violation of the Declaration, Bylaws, and/or House Rules. Fines duly imposed but unpaid shall constitute a lien on the Owner's Unit that may be foreclosed upon in like manner as a lien for unpaid assessments to collect the unpaid amount. The Association also has the right to pursue any action to recover a money judgment for any unpaid fines without foreclosing or waiving the lien.

- a. The fine for any violation shall be as follows:
 - i. **First Step** - written citation to the offending Occupant, with a copy of said citation being sent to the Owner if the offender is not the Owner. The written notice shall contain a written statement of the alleged violation and state the length of time in which the violation must be remedied.
 - ii. **Second Step** - written citation to the offending Occupant, with a copy being sent to the Owner if the offender is not the Owner. A fine of one hundred dollars (\$100.00) per violation will be assessed against the Owner if the violation that prompted the first written citation is not corrected, if there is a second violation of the same provision of the Declaration, Bylaws, or House Rules, or if there is a subsequent violation of a different provision of the Declaration, Bylaws, or House Rules, and the Unit Owner does not submit an appeal to the Board within twenty (20) calendar days after the date of delivery or mailing to the Owner of the written citation or the Unit's Owner's appeal is denied. The written notice shall contain a written statement of the alleged violation and state the length of time in which the violation must be remedied.
 - iii. **Third Step** - written citation to the offending Occupant, with a copy being sent to the Owner if the offender is not the Owner. A fine of two hundred dollars (\$200.00) per violation will be assessed against the Owner if the violation that

prompted the second written citation is not corrected, if there is a third violation of the same provision of the Declaration, Bylaws, or House Rules, or if there is a subsequent violation of a different provision of the Declaration, Bylaws, or House Rules, and the Unit Owner does not submit an appeal to the Board within twenty (20) calendar days after the date of delivery or mailing to the Owner of the written citation or the Unit's Owner's appeal is denied. The written notice shall contain a written statement of the alleged violation and state the length of time in which the violation must be remedied.

- iv. **Fourth Step** – written citation (sent via Certified and Regular Mail) to the offending Occupant, with a copy being sent Certified and Regular Mail to the Owner if the offender is not the Owner. A fine of five hundred dollars (\$500.00) per violation will be assessed against the Owner if the violation that prompted the third written citation is not corrected, if there is a fourth violation of the same provision of the Declaration, Bylaws, or House Rules, or if there is a subsequent violation of a different provision of the Declaration, Bylaws, or House Rules, and the Unit Owner does not submit an appeal to the Board within twenty (20) calendar days after the date of delivery or mailing to the Owner of the written citation or the Unit's Owner's appeal is denied. The Association also reserves the right to take appropriate legal action to preclude the continuance of the violation(s) after the expiration of the twenty (20) day appeal period or upon denial of the Unit Owner's appeal. The written notice shall contain a written statement of the alleged violation and state the length of time in which the violation must be remedied.

- b. Any assessment not paid within fifteen (15) calendar days after the due date stated on the notice, shall be subject to interest and a late charge as may from time to time be established by the Board.
- c. After twenty-four (24) months, a paid fine shall not be used in calculating subsequent violations.
- d. The Managing Agent, the General Manager, and their staff, as agents for the Board, are authorized to issue written citations and levy fines.
- e. In the event of a violation that poses a threat to persons or property, as determined by the Board of Directors, an automatic fine of five hundred dollars (\$500.00) will be assessed against the Owner, and the procedures set forth herein may be suspended and the matter referred directly to local authorities and legal counsel for appropriate action. The Unit Owner may submit an appeal to the Board within twenty (20) calendar days after the date of delivery or mailing to the Owner of the written citation or the Unit's Owner's appeal is denied. The written notice shall contain a written statement of the alleged violation and state the length of time in which the violation must be remedied.
- f. A flat rate cleaning fee of one hundred fifty dollars (\$150) will be assessed for any cleaning of common areas, parking, furniture, amenities etc. due to the actions of a Resident or their Guest, and their animals. If the cleaning requires a professional, the cost for cleaning will be assessed to the Owner.

4. APPEALS OF CITATION(S) AND FINE(S)

Appeal from Citations and Fines. Any Owner fined and/or cited ("appellant") may appeal from the fine and/or citation as follows:

- a. **Notice of Appeal.** By delivering to the Managing Agent, within twenty (20) calendar days after the date of delivery or mailing to the Owner of written notice of such citation, a

written notice of appellant's appeal and the reason(s) therefor. If requested by the Owner, the Board must hold a meeting and permit any Owner that receives a written citation to present his or her case. The filing of a notice of appeal shall not halt the accrual of any ongoing fine imposed for the violation, which is the subject of the appeal. However, the Board may waive or rescind all or part of such fine for good cause at the time of the hearing of such appeal.

- b. **Time for Hearing Appeal.** All appeals shall be reviewed by the Board either by email, conference call, or at a physical meeting of the Board within ninety (90) calendar days after the notice of appeal has been delivered to the Managing Agent.
- c. **Procedure.** A statement of the facts on which the fine or citation was based shall be delivered or mailed to the appellant at least (10) business days before the hearing. Each appeal will be handled on a case-by-case basis. If a physical meeting is requested by the Owner or is in the best interest of the parties, as determined by the Board, the Owner, and witnesses on the Owner's behalf, if any, may present testimony and supporting evidence on the Owner's behalf. The Board or Owner may ask other persons to attend and present testimony and/or evidence, and the Board may consider all relevant testimony, evidence, and information related to the violation.
- d. **Disposition of Appeal.** The directors of the Board may not act unless a quorum is present at the meeting. The Board shall vote as to whether the fine, the amount thereof, and/or citation shall be affirmed. If a majority of the directors of the Board present vote in the affirmative, the fine and/or citation shall be upheld and continue in full force and effect. If less than a majority of those directors of the Board present vote in the affirmative, then the fine and/or citation shall thereby be rescinded. The Board, or its designated representative, shall notify the Owner in writing within thirty (30) days from the date the appeal was heard as to whether the fine is affirmed, rescinded, or rescinded in part. If the Board fails to notify the Owner within thirty (30) days, the fine shall be rescinded.

SECTION XIV. AMENDMENT OF HOUSE RULES

Except to the extent expressly proscribed or limited by the Declaration, the Bylaws or these House Rules, the Board, through a majority vote, reserves the right to make such other rules or to amend these House Rules from time to time by action of the Board as it deems appropriate to promote the safety, care, and cleanliness of the Project and to ensure the comfort and convenience of all Occupants and Guests, so long as such rules are not inconsistent with any applicable laws, ordinances, codes, rules or regulations applicable to the Property and/or its management or operation.

SECTION XV. COMPLIANCE WITH PROJECT DOCUMENTS

Notwithstanding anything herein to the contrary, these House Rules shall be subject to the Declaration and the Bylaws (the "Project Documents"), and in the event of any conflict between these House Rules and the Project Documents, the Project Documents shall govern, and the Board shall make such changes to these House Rules as necessary from time to time to comply with the Project Documents.

The Board of Directors hereby adopts the foregoing as the House Rules for and on behalf of the Association of Unit Owners of 'A`ali`i this 8th day of March 2023.

By: Scott Ashlock
Signed

Name: Scott Ashlock
Printed

Its: President, Association of Unit Owners of 'A'ali'i
Title

**FIRST APPENDIX OF
THE RULES AND REGULATIONS OF
THE ASSOCIATION OF UNIT OWNERS OF `A`ALI`I
(OPEN HOUSE POLICY)**

To protect the privacy and security of the residents of `A`ali`i, maintain quiet enjoyment and property value, the following policies for the sales and showing of units at `A`ali`i have been established. These policies will be strictly enforced by management. Real Estate Agents and potential clients who do not comply with these policies will be promptly escorted off the premises.

1. Realtors will provide management with proof of engagement signed by the `A`ali`i homeowner on record.
2. No Public or Brokers' Open Houses are allowed.
3. All showings shall be conducted by appointment only.
4. Potential buyers shall remain with their broker, sales agent, or sales associate at all times within `A`ali`i.
5. Due to the limited number of stalls, agents and prospective clients are prohibited from parking in the guest parking stalls. It is suggested that agents make arrangements with sellers to use their unit's assigned parking stall(s) during showings.
6. The privacy of all residents and their guests shall be respected while traversing all common areas, especially throughout the amenity deck.
7. Common area elements are exclusively for the use of `A`ali`i residents and their guests. Realtors showing a property will not be allowed to utilize the amenities to conduct business.
8. Lock boxes are not allowed on the premises.
9. No Posted signage (Open House or related) or listing information may be displayed on property.
10. No solicitation- Sales agents, realtors and brokers are not allowed to loiter the lobby, or other common areas of the property.
11. These policies may be revised by `A`ali`i Management or the Board of Directors from time to time.

**SECOND APPENDIX OF
THE RULES AND REGULATIONS OF
THE ASSOCIATION OF OWNERS OF `A`ALI`I**

(LOCKOUT & KEY ASSISTANCE)

All residential units are keyed to a master key system. If unit locks are replaced or re-keyed, unit owners are encouraged to key them to the building's master key hierarchy for emergency access or authorized assistance. The Association and its employees will be held harmless in the event of a fire, occupant health emergency, or similar situation requiring emergency entry, when staff and/or emergency personnel are unable to timely access a unit due to an owner/occupant overriding building management's ability to access a unit using its master key.

A lockout is defined as a condition in which a registered resident of the property has misplaced, lost, or secured their residence without the unit keys in their possession.

1. Lockout assistance is reserved for registered homeowners and residents only. Agents, friends, and other guests will not be granted access to any residential unit in conjunction with lockout assistance.
2. In the event of a lockout, identification must be verified by a Residential Specialist or `A`ali`i Management prior to permitting access to a unit.
3. A nonrefundable \$50 service fee will be collected or assessed to the unit owner's account for every master key entry provided by `A`ali`i personnel for lockouts.
4. No fee will be assessed if access into the unit cannot be granted.

A key assist is a scheduled service that may be offered as a courtesy to registered homeowners and residents on an occasional basis.

1. All key assists will be scheduled in writing and approved by Management ahead of time.
2. Any key assist that is not scheduled and approved at least two business days in advance will be considered a lockout and subject to the lockout service fee.
3. Key assist services will only be offered to registered homeowners or residents.
4. The key assist will only permit a one-time entry per approval to the person approved by the registered resident or unit owner (in writing) to enter the unit.
5. A key assist will not involve the transmittal or receipt of keys by `A`ali`i personnel.

SCHEDULED KEY ASSIST SERVICE REQUEST

I _____ of unit _____, am requesting key assist
First and last name *Unit #*

service for entry into my unit on _____, at approximately _____.
Date *Time*

If approved, this key assist service will permit one entry to _____
First/last name of person authorized to enter

On the aforementioned date for the purpose of _____.
Reason for key assist

Sign: _____
Signature of registered resident or unit owner

Requested on: _____
Date submitting request

FOR MANAGEMENT USE ONLY

Approval: _____ Date: _____

**THIRD APPENDIX OF
THE RULES AND REGULATIONS OF
THE ASSOCIATION OF OWNERS OF `A`ALI`I**

(MOVING AND DELIVERIES)

To protect the common areas of `A`ali`i and assure minimal disturbance of occupying residents, the following policies for Moving and Deliveries at `A`ali`i have been established. These policies will be strictly enforced by management.

Any moving bulky or oversized items and groups of items or objects that may interfere with the normal traverse of passengers using the elevators should be organized in accordance with policies relating to moving that are noted below. The delivery of any item that cannot be hand carried to or from a unit by a single person should be organized in accordance with policies relating to deliveries that are noted below.

Reservation

All Moving or Deliveries must be scheduled by reservation via the BuildingLink internet application for `A`ali`i. All moving activities encompassing the use of the loading dock, elevators and common areas must be completed within the scheduled date(s) and time(s) confirmed through the BuildingLink application. All vehicles, containers and packing materials must vacate the premises by the end of the scheduled moving appointment date(s) and time(s).

Operating Hours

Moves or Deliveries may be scheduled any time through the BuildingLink application. Reservation time slots/dates are available based on a first come, first served basis. Moving and Deliveries must be scheduled between 8:00am – 4:30pm on Monday – Saturday. No Moves or Deliveries permitted on Sundays or observed holidays

Coordination

Residents or homeowners will be responsible for receiving and supervising their move/delivery. If they cannot be available during their scheduled delivery/move, they should designate a trusted friend, colleague, or neighbor to provide access to their home and supervise any contracted services. `A`ali`i personnel will not be responsible for receiving in-home deliveries or handling furniture.

Loading/Unloading

All Moving and Deliveries will be conducted using freight elevator car #6 unless otherwise directed by `A`ali`i personnel. Moving and deliveries are not permitted in the residential lobby. All items must be transported directly from the reserved freight elevator into the residence and vice versa. Items shall also be transported directly from the moving/delivery vehicle to the freight elevator and vice versa. All packing or unpacking must be conducted inside the residential unit or the designated ground level loading dock where the moving or delivery vehicle is parked. Movers or delivery workers shall not pack or unpack containers, boxes, or furniture in the common areas. Corridors and/or fire exits may not be blocked. Moving PODs may not be delivered to the property. Container shipments are permitted. However, the container MUST REMAIN ATTACHED to the semi-truck at all times and must be removed from the property by the end of the scheduled moving appointment. ABSOLUTELY NO OVERNIGHT USE of the loading dock.

**THIRD APPENDIX OF
THE RULES AND REGULATIONS OF
THE ASSOCIATION OF OWNERS OF `A`ALI`I
(MOVING AND DELIVERIES)**

Disposal

All boxes and moving materials (i.e. pallettes, large crates, and boxes) must be removed from the premises. These items may not be abandoned or disposed of in the receptacles, trash chute or trash bins on `A`ali`i property.

Insurance Requirement

Contracted movers or delivery companies performing services on property are required to maintain specified insurance coverage requirements during the time of service(s) performed and provide certificates of such coverage to `A`ali`i Management prior to the scheduled move or delivery. Coverage types and amounts are described below:

Prior to the commencement of any services, the vendor shall, at their own expense, procure, carry and maintain insurance from an insurance company or companies lawfully authorized to do business in the State of Hawaii and acceptable to the Owner, protecting against claims for bodily injury or death and property damage which may arise out of operations and completed operations under this contract whether such operations be by the Contractor or by a subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. Such insurance shall include but not be limited to, the minimum coverage or limits of liability specified hereunder or required by law.

Coverage and Limits of Liability

The vendor and any subcontractors shall maintain in force and effect during the period of the contract the following insurance coverage written by carriers with at least an A- VII financial rating according to the current edition of Best's Key Rating Guide with minimum limits of liability as follows:

Commercial General Liability

General Aggregate \$2,000,000

Personal and Advertising Injury \$1,000,000

Each Occurrence \$1,000,000

Damage to Premise rented to insured \$100,000

Medical Expense Limit \$5,000

The Commercial General Liability insurance required shall include without limitation at least coverage for bodily injury and property damage, premises and operations, contractual liability, independent contractors, products and completed operations, personal and advertising injury, damage to premises rented to the insured and medical expense. The commercial general liability shall be written on an occurrence basis and the coverage shall provide for defense expenses in addition to the limits of liability. The general liability policy shall be endorsed to

**THIRD APPENDIX OF
THE RULES AND REGULATIONS OF
THE ASSOCIATION OF OWNERS OF `A`ALI`I**

(MOVING AND DELIVERIES)

provide primary and non-contributory coverage to the Owner and any additional insureds and to provide coverage on a per project general aggregate basis. The additional insured endorsements shall be on form CG 2010 10 04 and CG 2037 10 04 or their equivalent. The policy shall contain a waiver of subrogation in favor of the additional insureds. There shall be no exclusion for multi-family, townhouse, or condominium projects. Policy shall also include a Hawaii revised definition of Occurrence endorsement acceptable to the Owner.

Additional Insureds

The Owner, the Owner's managing agent, the board of directors, and their respective members, affiliates, unit owners, parent companies, subsidiaries, officers, employees, lenders, successors and or assigns now existing or that may hereafter exist shall be named as additional insureds as respects to the commercial general liability policy.

Business Automobile Liability	\$1,000,000
Bodily Injury Each Person	\$1,000,000
Bodily Injury Each Accident	\$1,000,000
Property Damage Each Accident	\$1,000,000

or

Combined Single Limit of Liability	\$1,000,000
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The business auto policy shall include coverage for all owned, leased, hired and non-owned automobiles.

Workers' Compensation	Statutory
-----------------------	-----------

Employers Liability

Bodily Injury by Accident	\$1,000,000 Each Accident
Bodily Injury by Disease	\$1,000,000 Policy Limit
Bodily Injury by Disease	\$1,000,000 Each Employee

The policy shall contain a waiver of subrogation in favor of the additional insureds.

Umbrella Liability	\$10,000,000 Each Occurrence \$10,000,000 Aggregate
--------------------	--

The umbrella liability shall be at least following form excess over the commercial general liability, business auto liability and employer's liability. The coverage shall be written on an occurrence basis and with a self-insured retention no greater than \$10,000.00. The policy shall provide defense in addition to the limits of liability.

**THIRD APPENDIX OF
THE RULES AND REGULATIONS OF
THE ASSOCIATION OF OWNERS OF `A`ALI`I
(MOVING AND DELIVERIES)**

Certificates of Insurance

Certificates of Insurance acceptable to the Owner, as satisfactory evidence of the insurance required in this memo, shall be furnished by the vendor prior to the commencement of any services hereunder and thereafter upon renewal or replacement of each required policy of insurance. The vendor shall upon request of the Owner provide copies of the policies and or required endorsements to the Owner.

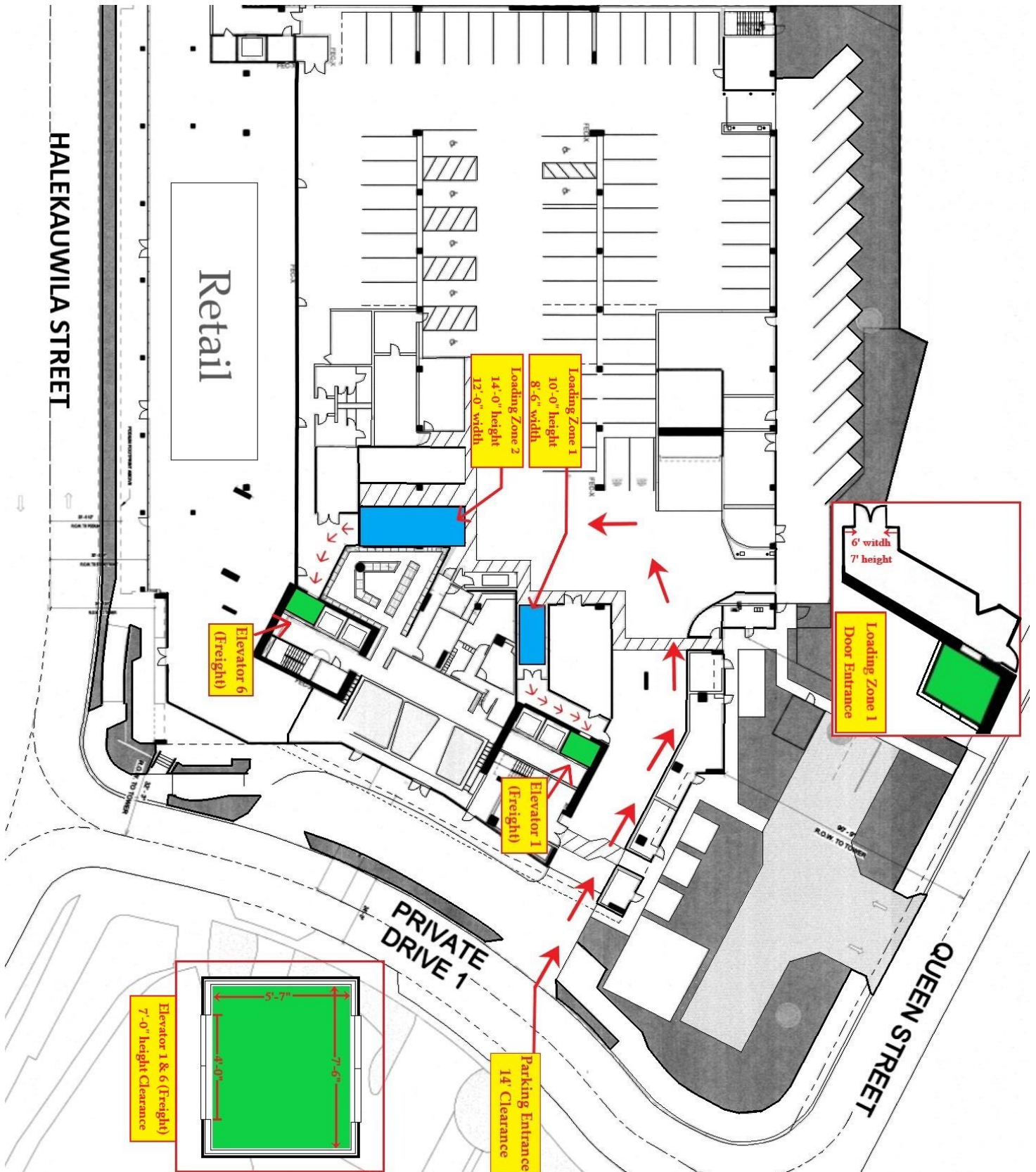
Insurance Regarding Materials

The vendor and all subcontractors will insure any materials in their possession or in transit until arrival at the work site.

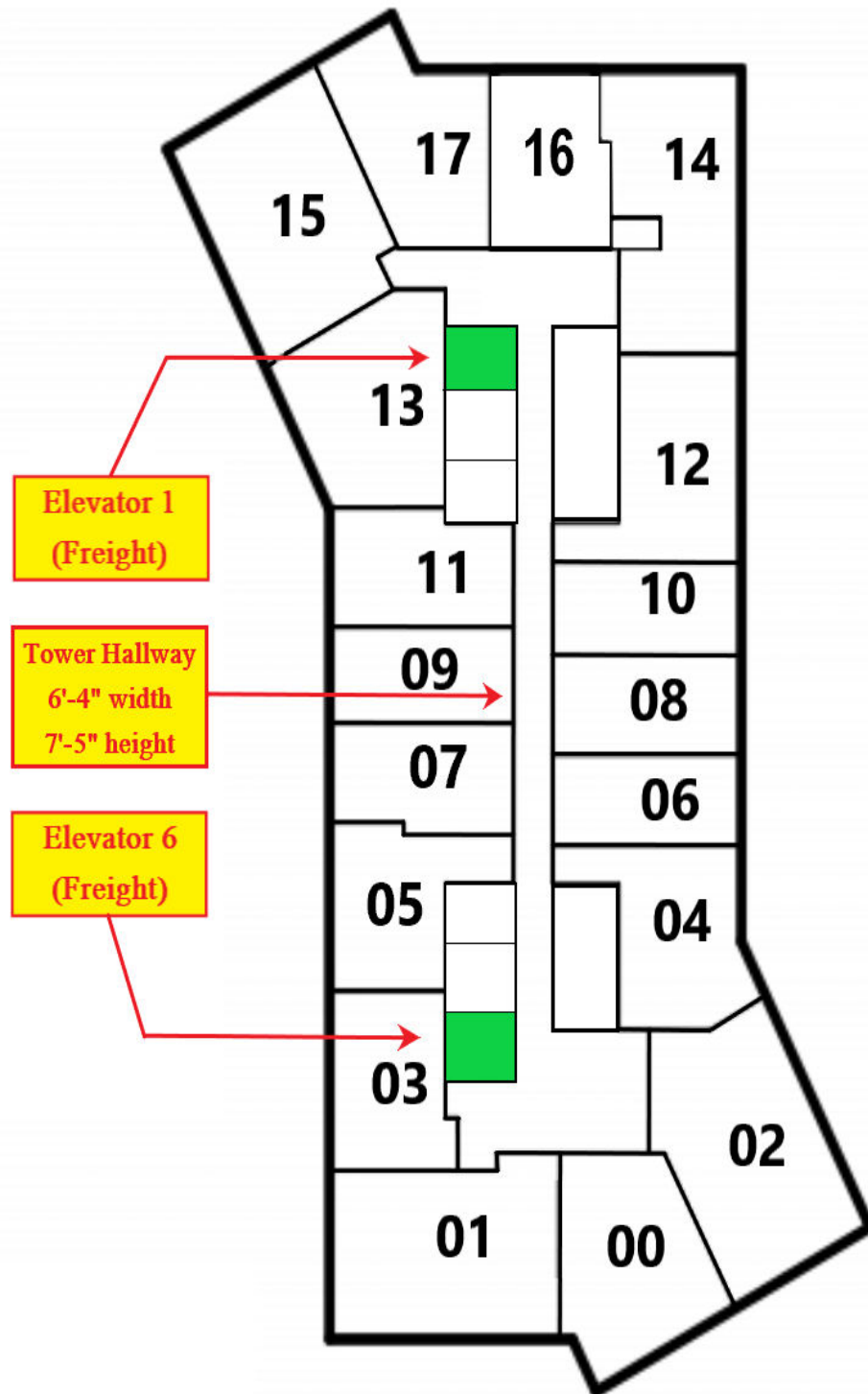
Helpful diagrams and information to coordinate your scheduled move or delivery

1. `A`ali`i has a list of moving companies that already have their insurance credentials on file with our Management Office. Contact information may be provided if you require a referral.
2. Please check in with the front desk to inform `A`ali`i personnel when you are ready to begin your move or delivery. You will be gently reminded where vehicles should park, and the freight elevator will be prepared for your exclusive use.
3. If your delivery or move is running late, please communicate with our Residential Specialists at the front desk and they will do their very best to assist you. They can be reached by phone (808) 792-0200 or email FrontDesk@AaliiWardVillage.org
4. The `A`ali`i loading dock is accessible from Robinson Lane, a private road off of Queen St. The entrance for the loading dock is the same as the entrance for the parking garage. Please note that some of the `A`ali`i loading areas are shared with commercial units (see attached diagram).
5. Please do not move any belongings through the main lobby or podium lobby entrances.

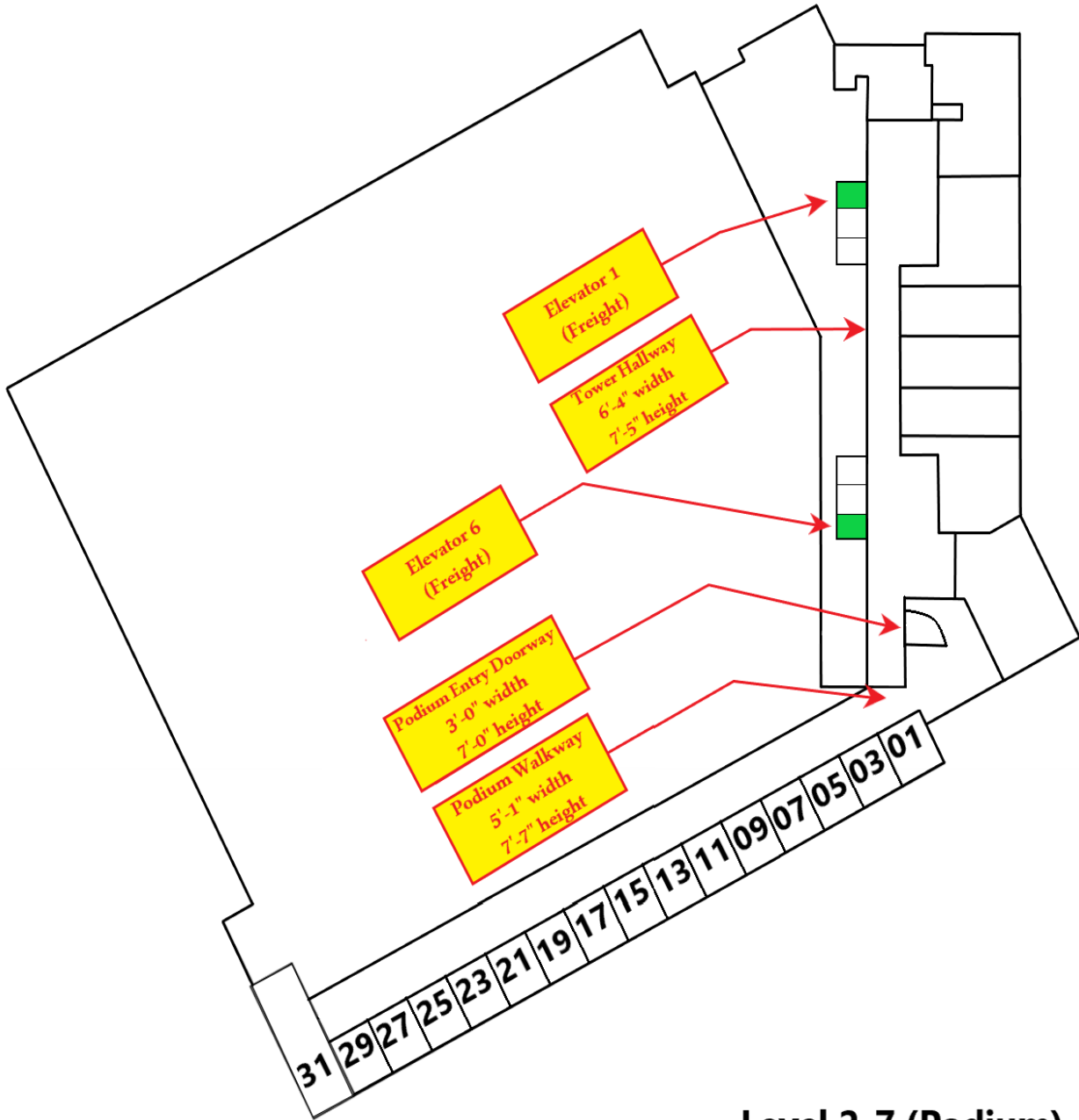
THIRD APPENDIX OF
THE RULES AND REGULATIONS OF
THE ASSOCIATION OF OWNERS OF 'A'ALI'I
(MOVING AND DELIVERIES)



**THIRD APPENDIX OF
THE RULES AND REGULATIONS OF
THE ASSOCIATION OF OWNERS OF 'A'ALI'I
(MOVING AND DELIVERIES)**



**THIRD APPENDIX OF
THE RULES AND REGULATIONS OF
THE ASSOCIATION OF OWNERS OF 'A'ALI'I
(MOVING AND DELIVERIES)**



Level 2-7 (Podium)

**FOURTH APPENDIX OF
THE RULES AND REGULATIONS OF
THE ASSOCIATION OF OWNERS OF `A`ALI`I**

(PET FORMS)

**Pet Registration
AOUO `A`ali`i**

DATE: _____

UNIT #: _____

NAME(S): _____

PHOTO OF PET HERE
OR
ATTACH PHOTO

CHECK APPROPRIATE (I AM A UNIT): OWNER _____ TENANT _____

NOTICE: SECTION VI. 2. a. of the House Rules of the Association of Unit Owners of `A`ali`i prohibits livestock, poultry, or other animals whatsoever on the Project (assistance animals for disabled persons excepted), except that dogs, cats, or other typical household pets ("pet"), such as guinea pigs, rabbits, fishes, or birds may be kept by an owner or occupant in their respective units in accordance with the Pet Rules contained in SECTION VI. 2., of the House Rules. Pets must be immediately registered with the General Manager upon taking occupancy in an apartment. Registration of a pet must be accomplished by completing this Registration Form and returning it to the `A`ali`i Management Office.

PET INFORMATION:

(Note: If more than one pet is to be registered, separate forms are required for each such pet.)

- A. Attach a corresponding veterinarian document verifying animal breed, weight, & vaccinations
- B. Name pet answers to: _____
- C. Pet is a: ☐ dog ☐ cat ☐ Other: _____
- D. Breed: _____
- E. Color(s) and distinctive markings: _____
- F. Additional information to identify pet: _____
- G. Dog license number (if applicable): _____

**FOURTH APPENDIX OF
THE RULES AND REGULATIONS OF
THE ASSOCIATION OF OWNERS OF `A`ALI`I
(PET FORMS)**

VETERINARIAN INFORMATION:

Veterinarian Name: _____

Veterinarian Phone: _____

INDEMNIFICATION:

By virtue of keeping my above-described pet within the Project I agree to indemnify and hold the Association, the Board of Directors, directors, officers, and agents free and harmless from any loss, claim or liability of any kind or character whatever arising by reason of my keeping the above pet within the Project.

I certify that I have reviewed the pertinent provisions contained in the By-Laws and the House Rules relating to the keeping of pets on the premises and agree to abide by the same.

Registrant's Signature

Registrant's Signature

NOTE: If this application is submitted by a Tenant, the Apartment Owner or Owner's Agent must sign this form below.

Owner or Owner's Agent's Signature

Date

**FIFTH APPENDIX OF
THE RULES AND REGULATIONS OF
THE ASSOCIATION OF OWNERS OF `A`ALI`I
(ASSISTANCE ANIMAL FORMS)**

**Assistance Animal Registration
AOUO `A`ali`i**

DATE OF APPLICATION: _____

UNIT #: _____

PHOTO OF PET HERE
OR
ATTACH PHOTO

-OCCUPANT NEEDING ASSISTANCE ANIMAL

Name: _____ Phone: _____

-ASSISTANCE ANIMAL

Animal's Name: _____ Type/Breed: _____

Animal's License or I.D #: _____

-PLEASE ATTACH A COPY OF THE ASSISTANCE ANIMAL'S VACCINATION RECORD.

**-PLEASE ATTACH A DISABILITY VERIFICATION DOCUMENT FOR OCCUPANT REQUESTING
ACCOMMODATION TO KEEP ASSISTANCE ANIMAL AT THE PROJECT**

-INFORMATION

I understand and agree that all financial and other responsibility for any personal injury or property damage caused by the Assistance Animal shall be mine.

Acknowledgment: I have received a copy of the Assistance Animal Rules and Procedures for Assistance Animals, have read and understand the Rules and Procedures, the above questions, and the information I have provided in response to the questions, and I hereby affirm that the information is true and correct to the best of my knowledge.

Signature of Unit Occupant Needing the Assistance Animal

Date

Signature of Parent or Guardian
(If Unit Occupant Needing the Assistance Animal is a Minor)

Date

**SIXTH APPENDIX OF
THE RULES AND REGULATIONS OF
THE ASSOCIATION OF OWNERS OF `A`ALI`I**

(UNIT MODIFICATIONS)

UNIT MODIFICATION POLICIES

Prior to commencing with any modifications or construction inside your unit, *storage unit, or parking stall, please proceed with the following:

1. Carefully review the `A`ali`i House Rules (With particular focus on Unit Modification and Construction Work).
2. Based on your scope of work, determine the applicable type of modification:

A- Simple Decoration

- I. Painting or installation of wallpaper
- II. Replacement of plumbing fixtures (without the relocation of any plumbing)
- III. Replacement or installation of new appliances (without demo or relocation)
- IV. Re-tiling bathroom(s) or kitchen backsplash
- V. Replacing or installing cabinetry and/or vanity sink and mirrors
- VI. Installing ceiling lights and/or fans using existing j-box locations
- VII. Handiwork that does not require demolition or contracted assistance from a licensed plumber, electrician, or engineer

B- Minor Alteration

- I. Minor work that requires contracting a licensed trades professional i.e. electrician or plumber; examples of minor work may include the following, but are not limited to:
 - a) Relocation of plumbing fixtures or appliances from their as-built location
 - b) Replacing electrical circuit breakers
 - c) Installing ceiling lights and/or fans requiring new wiring
 - d) Replacing a water heater or a unit's air conditioning system
(Must be of the same type)
- II. Installation of an additional locking deadbolt on residential unit entry door
- III. Replacing the as-built or current existing flooring (any material)

C- Major Alteration

- I. Any alteration affecting common or limited common areas of the property
- II. Any Installation requiring penetration into a concrete floor or ceiling
- III. Any electrical work that requires additional power
(A load letter from a licensed electrician will be required)
- IV. **Installation of an electrical outlet or electric vehicle charging station in the parking garage.
- V. Any work that requires relocating or changing the type of water heating unit
- VI. Any work that requires relocation of a unit's air conditioning system or any part thereof.
- VII. Any work that requires moving or shutting off a fire sprinkler head
- VIII. Work that would require demolition of non-load bearing walls

* *No modifications may be made to a storage unit*

** *Homeowners pursuing this scope of work may be subject to additional costs affiliated with the Association installing dedicated electrical infrastructure, conduit or wiring to be used by the owner.*

**SIXTH APPENDIX OF
THE RULES AND REGULATIONS OF
THE ASSOCIATION OF OWNERS OF `A`ALI`I**

(UNIT MODIFICATIONS)

UNIT MODIFICATION POLICIES

3. Unit Modification Application & Approval Procedures:

The approval process can take a few days for a well-prepared, thought-out decoration or many months for a full unit renovation. We highly recommend hiring a General Contractor, Designer or Architect with experience in luxury home modifications to assist you in preparing documents and responding to the Association should questions or concerns arise.

A- For Simple Decoration,

- I. Complete the corresponding Application for Unit Modifications and submit it to `A`ali`i Management

B- For Minor Alteration(s),

- I. Complete the corresponding Application for Unit Modifications and submit it to `A`ali`i Management
- II. General Manager and/or Chief of Maintenance to review application and approve

C- For Major Alteration(s),

- I. Complete the corresponding Application for Unit Modifications and submit it to `A`ali`i Management
- II. A committee designated by the Board (If applicable) will review and approve application
- III. All Major alteration applications will require architectural review.
 - a) The unit owner applicant will be responsible for all expenses relating to architect's time and any other incurred review expenses
 - b) The Committee may opt to consult with the Board prior to approval

Prior to the approval of your Application for Unit Modifications, you may be expected to provide `A`ali`i Management with copies of applicable permits, certificates of insurance, notification of plan changes, a timeline of work and requests for elevator and/or loading dock reservations. It is also suggested that the General Contractor or foreman overseeing the project, review the logistics of the property, it's House Rules, and particularly rules regarding cleanliness & safety (i.e. Appropriate PPE, shoe coverings, etc...) before engaging in any unit modifications.

Where necessary, prior to work commencing, `A`ali`i Management will send a Letter of advisement to your neighbors regarding any projected disturbances or inconveniences relating to your unit modification(s).

The Board hereby adopts the foregoing as the Policies for Unit Modification for and on behalf of the Association of Unit Owners of `A`ali`i, this 19th day of September 2022.

By: _____

Name: _____

Its: _____

**SIXTH APPENDIX OF
THE RULES AND REGULATIONS OF
THE ASSOCIATION OF OWNERS OF `A`ALI`I**

(UNIT MODIFICATIONS)

**APPLICATION FOR
UNIT MODIFICATIONS**

APPLICANT

PRINT NAME: _____ RESIDENTIAL UNIT NUMBER: _____

ARE YOU THE: ☐ HOMEOWNER ☐ AUTHORIZED AGENT ON BEHALF OF HOMEOWNER

APPLICANT CONTACT INFORMATION

PHONE NUMBER: _____ EMAIL ADDRESS: _____

COMPANY (If applicable): _____

UNIT MODIFICATION TYPE

(Select One)

_____ SIMPLE DECORATION (Complete the rest of this page and signature portion on pg. 5)

_____ MINOR ALTERATION (Proceed to completing pg. 2 and signature portion on pg. 5)

_____ MAJOR ALTERATION (Proceed to completing pgs. 3, 4 and signature portion on pg.5)

COMPLETE THIS SECTION FOR SIMPLE DECORATION ONLY

DESCRIBE THE SCOPE OF WORK: _____

Write on back or attach page(s) if more space is needed

IF APPROVED, WHAT DATE WILL YOU BE:

Starting This Project? _____ Completing This Project? _____

Where necessary, prior to work commencing, `A`ali`i Management will send a letter of advisement to your neighbors regarding any projected disturbances or inconveniences relating to your unit modification(s). It is imperative that updates are offered should the work extend beyond the date(s) and time(s) noted in your application so we may keep neighboring units apprised of any continued disturbances or unexpected conditions.

WHO WILL BE COMPLETING THIS PROJECT?

COMPANY NAME: _____

CONTRACTOR OR HANDYPERSON NAME: _____

CONTACT PHONE NUMBER: _____

CONTACT EMAIL ADDRESS: _____

**SIXTH APPENDIX OF
THE RULES AND REGULATIONS OF
THE ASSOCIATION OF OWNERS OF `A`ALI`I
(UNIT MODIFICATIONS)**

**APPLICATION FOR
UNIT MODIFICATIONS**

COMPLETE THIS SECTION FOR **MINOR ALTERATION ONLY**

HOMEOWNER'S ARCHITECT/ENGINEER/DESIGNER (If Applicable)

COMPANY NAME: _____ POINT OF CONTACT: _____

PHONE NUMBER: _____ EMAIL ADDRESS: _____

HOMEOWNER'S CONTRACTOR

COMPANY NAME: _____ POINT OF CONTACT: _____

PHONE NUMBER: _____ EMAIL ADDRESS: _____

LICENSE #: _____ EXPIRATION DATE: _____

DESCRIBE THE SCOPE OF WORK: _____

Write on back or attach page(s) if more space is needed

IF APPROVED, WHAT DATE WILL YOU BE:

STARTING THIS PROJECT? _____ COMPLETING THIS PROJECT? _____

Where necessary, prior to work commencing, `A`ali`i Management will send a letter of advisement to your neighbors regarding any projected disturbances or inconveniences relating to your unit modification(s). It is imperative that updates are offered should the work extend beyond the date(s) and time(s) noted in your application so we may keep neighboring units apprised of any continued disturbances or unexpected conditions.

**SIXTH APPENDIX OF
THE RULES AND REGULATIONS OF
THE ASSOCIATION OF OWNERS OF 'A'ALI'I
(UNIT MODIFICATIONS)**

**APPLICATION FOR
UNIT MODIFICATIONS**

COMPLETE THIS SECTION FOR **MAJOR ALTERATION ONLY**

WILL THIS PROJECT REQUIRE ANY UTILITY INTERRUPTIONS/OUTAGES AFFECTING OTHER UNITS?

_____ WATER _____ SEWER _____ ELECTRICITY _____ FIRE SPRINKLER

SPECIFY THE SCOPE OF WORK THAT REQUIRES OUTAGE(S): _____

LIST THE UTILITY TYPE, DATE(S) AND TIME(S) YOU WILL REQUIRE ASSISTANCE FOR EACH OUTAGE:

**ALL APPLICATIONS FOR MAJOR ALTERATION UNIT MODIFICATIONS
WILL BE SUBJECT TO ARCHITECTURAL REVIEW**

This application will be submitted to Pacific Atelier International LLC (PAI) for further review. Their Initial fee is approximately \$300.00 (As of 12/2021, subject to change). Based upon their review, should additional consultants be required; the fee structure noted below will apply. By signing below, the applicant understands and agrees to payment of the initial fee and all expenses relating to PAI's time and any other incurred review expenses in accordance with the fee structure below.

PRINT HOMEOWNER'S NAME: _____

HOMEOWNER'S SIGNATURE: _____ DATE: _____

**PACIFIC ATELIER INTERNATIONAL'S FEE STRUCTURE
(As of 12/2021, subject to change)**

PRINCIPAL:	\$250.00 PER HOUR
SENIOR ARCHITECT:	\$200.00 PER HOUR
DRAFTER/DESIGNER:	\$70.00 TO 100.00 PER HOUR

**SIXTH APPENDIX OF
THE RULES AND REGULATIONS OF
THE ASSOCIATION OF OWNERS OF `A`ALI`I
(UNIT MODIFICATIONS)**

**APPLICATION FOR
UNIT MODIFICATIONS**

CHECKLIST FOR MINOR ALTERATION

- ☐ A copy of the approved permitting from City & County (If applicable)
- ☐ A copy of the Contractor's Certificate of Insurance (See attached requirements)
- ☐ A floorplan diagram indicating location of installation in contrast to the unit layout
- ☐ Material information/specifications for the following:
 - Flooring replacement or installation
 - Subflooring underlayment system must meet an Impact Insulation Criteria (IIC) acoustic standard of 54 or better
 - Deadbolt lock
 - Must provide diagram of door with deadbolt position

CHECKLIST FOR MAJOR ALTERATION

- ☐ A copy of the approved permitting from City & County (where necessary)
- ☐ A copy of the Contractor's Certificate of Insurance (See attached requirements)
- ☐ A floorplan indicating location of installation or demolition in contrast to unit layout
- ☐ Material information/specifications/project drawings for the following:
 - Concrete floor or ceiling penetration(s)
 - Hardware type
 - Mounting or anchoring depth
 - Electrical outlet or electric vehicle charging station
 - New type of water heater from original as-built
- ☐ Any electrical work that requires additional power
 - Must provide a "Load Letter" from a licensed electrician

By signing below, I am acknowledging that I have carefully reviewed the corresponding Unit Modifications Policies document, the `A`ali`i House Rules, and the relevant stipulations of the Declarations and Bylaws regarding Unit Modifications and furthermore agree to comply with all applicable and superseding provisions detailed within each document

PRINT HOMEOWNER'S NAME: _____

HOMEOWNER'S SIGNATURE: _____ DATE: _____

**SIXTH APPENDIX OF
THE RULES AND REGULATIONS OF
THE ASSOCIATION OF OWNERS OF `A`ALI`I**

(UNIT MODIFICATIONS)

**CONTRACTORS AND SUBCONTRACTORS'
INSURANCE REQUIREMENTS**

Prior to the commencement of any work, the Contractor and all subcontractors shall, at their own expense, procure, carry and maintain insurance from an insurance company or companies lawfully authorized to do business in the State of Hawaii and acceptable to the Owner, protecting against claims for bodily injury or death and property damage which may arise out of operations and completed operations under this contract whether such operations be by the Contractor or by a subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. Such insurance shall include but not be limited to, the minimum coverage or limits of liability specified hereunder or required by law.

Coverage and Limits of Liability

The Contractor and all subcontractors shall maintain in force and effect during the period of the contract the following insurance coverage written by carriers with at least an A- VII financial rating according to the current edition of Best's Key Rating Guide with minimum limits of liability as follows:

Commercial General Liability

General Aggregate \$2,000,000

Products and Completed Operations Aggregate \$2,000,000

Personal and Advertising Injury \$1,000,000

Each Occurrence \$1,000,000

Damage to Premise rented to insured \$100,000

Medical Expense Limit \$5,000

The Commercial General Liability insurance required shall include without limitation at least coverage for bodily injury and property damage, premises and operations, contractual liability, independent contractors, products and completed operations, personal and advertising injury, damage to premises rented to the insured and medical expense. The commercial general liability shall be written on an occurrence basis and the coverage shall provide for defense expenses in addition to the limits of liability. The general liability policy shall be endorsed to provide primary and non-contributory coverage to the Owner and any additional insureds and to provide coverage on a per project general aggregate basis. The additional insured endorsements shall be on form CG 2010 10 04 and CG 2037 10 04 or their equivalent. The policy shall contain a waiver of subrogation in favor of the additional insureds. There shall be no exclusion for multi-family, townhouse, or condominium projects. Policy shall also include a Hawaii revised definition of Occurrence endorsement acceptable to the Owner.

**SIXTH APPENDIX OF
THE RULES AND REGULATIONS OF
THE ASSOCIATION OF OWNERS OF `A`ALI`I

(UNIT MODIFICATIONS)**

**CONTRACTORS AND SUBCONTRACTORS'
INSURANCE REQUIREMENTS**

Additional Insureds

The Owner, the Owner's managing agent, the board of directors, and their respective members, affiliates, unit owners, parent companies, subsidiaries, officers, employees, lenders, successors and or assigns now existing or that may hereafter exist shall be named as additional insureds as respects to the commercial general liability policy.

Business Automobile Liability	\$1,000,000
Bodily Injury Each Person	\$1,000,000
Bodily Injury Each Accident	\$1,000,000
Property Damage Each Accident	\$1,000,000

or

Combined Single Limit of Liability	\$1,000,000
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The business auto policy shall include coverage for all owned, leased, hired and non-owned automobiles.

Workers' Compensation	Statutory
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Employers Liability

Bodily Injury by Accident	\$1,000,000 Each Accident
Bodily Injury by Disease	\$1,000,000 Policy Limit
Bodily Injury by Disease	\$1,000,000 Each Employee

The policy shall contain a waiver of subrogation in favor of the additional insureds.

Umbrella Liability	\$10,000,000 Each Occurrence
\$10,000,000 Aggregate	

The umbrella liability shall be at least following form excess over the commercial general liability, business auto liability and employer's liability. The coverage shall be written on an occurrence basis and with a self-insured retention no greater than \$10,000.00. The policy shall provide defense in addition to the limits of liability.

**SIXTH APPENDIX OF
THE RULES AND REGULATIONS OF
THE ASSOCIATION OF OWNERS OF 'A'ALI'I**

(UNIT MODIFICATIONS)

**CONTRACTORS AND SUBCONTRACTORS'
INSURANCE REQUIREMENTS**

Professional Liability

Any Contractor or subcontractor performing any work that includes design, design/build work or services shall carry a professional liability policy. Design or design/build work includes, without limitation, work with respect to mechanical, electrical, plumbing, structural or sprinkler systems. The limit of Liability shall be at least \$2,000,000.

Certificates of Insurance

Certificates of Insurance acceptable to the Owner, as satisfactory evidence of the insurance required by this contract, shall be furnished by the Contractor and all subcontractors prior to the commencement of any work hereunder and thereafter upon renewal or replacement of each required policy of insurance. The Owner shall not be obligated to compensate the Contractor for work performed or materials furnished by the Contractor before such certificate of insurance has been deemed satisfactory by the Owner. The Contractor shall upon request of the Owner provide copies of the policies and or required endorsements to the Owner. An additional certificate evidencing continuation of the required insurance shall be submitted with the application for final payment.

In the event Contractor fails to procure or maintain any insurance coverage set forth above, the Owner, at its option, may purchase such coverage and deduct the cost thereof from monies due to the Contractor, or terminate this contract in addition to all other remedies available to the Owner.

The insurance requirements in regards to types or limits or acceptance of certificates of insurance by the Owner shall in no way limit or relieve the Contractor or subcontractors of their responsibilities under this contract or at law including, without limitation, Contractor's and subcontractors' indemnification obligations and liability in excess of the limits of the coverage required. Owner makes no representation that the minimum limits of liability specified under the terms of this contract are adequate to protect the Contractor or subcontractors against Contractor's or subcontractors' undertaking of this contract. In the event Contractor or subcontractors believe that the insurance coverage called for under this contract is insufficient, Contractor or subcontractors shall provide at their own expense such additional insurance as the Contractor or subcontractors deem adequate and necessary. In the event Contractor or subcontractors maintain higher limits of liability, Contractor's and all subcontractors' liability and obligation to defend, indemnify and hold harmless Owner and any other additional insureds shall not be limited to the minimum limits of liability required to be carried by the Contractor or subcontractors as outlined above.

**SIXTH APPENDIX OF
THE RULES AND REGULATIONS OF
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(UNIT MODIFICATIONS)**

**CONTRACTORS AND SUBCONTRACTORS'
INSURANCE REQUIREMENTS**

Insurance Regarding Materials

The Contractor and all subcontractors will insure any materials in their possession or in transit until arrival at the job site. The Contractor and subcontractors will also insure Contractor's equipment and property.