



KEOLA LA'I

HOUSE RULES

MAY 28, 2013

KEOLA LA'I

HOUSE RULES

FOREWORD

These Rules (the "House Rules") have been adopted by the Board of Directors of the Association of Apartment Owners (AOAO) of Keola La'i (Board) and contain information that should make your daily living more meaningful and enjoyable.

All apartment and commercial apartment owners (Owners) and Residents, including their families, cohabitants, tenants, occupants, employees, guests, and any other person using the facilities on their behalf, must observe these rules and reasonable standards of conduct, whether covered by these rules or not.

The cooperation and observance by all will help promote peaceful coexistence in this compact neighborhood of 352 residential apartments and four commercial apartments and reduce the onerous task of enforcement.

The Board shall be responsible for the administration and enforcement of these House Rules. Such responsibility, however, may be delegated to the Manager, the Security Officers, and/or the Managing Agent. The Board may, from time to time, make other rules or amend the House Rules set forth below. Each Resident is responsible for observing these House Rules in their entirety.

The House Rules supplement (but do not change) the obligations of the owners and their tenants and guests as set forth in the Declaration of Condominium Property Regime (the "Declaration") and the Bylaws of the Association of Apartment Owners of Keola La'i (the "Bylaws"). In the event there is any inconsistency between these House Rules and the Declaration and/or the Bylaws, the Declaration and/or the Bylaws will prevail.

TABLE OF CONTENTS

| | |
|---|-----------|
| I. OCCUPANCY | 1 |
| A. Use of Apartments | 1 |
| B. Animals | 3 |
| C. Conduct of Tenants, Guests, and Other Persons | 5 |
| D. Rules of Government Authority | 5 |
| II. USE OF COMMON AND LIMITED COMMON ELEMENTS..... | 5 |
| A. Parking and Automobiles | 5 |
| B. Camping..... | 8 |
| C. Fireworks | 8 |
| D. Barbequing..... | 8 |
| E. Recreation Area | 8 |
| F. Bicycle and Surfboard Storage Room..... | 12 |
| III. NOISE AND NUISANCES | 13 |
| A. Noise and Nuisances Prohibited | 13 |
| B. Specific Rules | 13 |
| IV. SAFETY CONSIDERATIONS | 14 |
| A. Use of the Common Elements | 14 |
| B. Flammable or Dangerous Liquids | 14 |
| C. Right of Entry in Favor of AOA | 14 |
| D. Waterbeds..... | 14 |
| E. Articles Thrown from the Building | 14 |
| F. Jumping from the Building | 14 |
| V. AESTHETIC CONSIDERATIONS | 15 |
| A. Cleanliness: Attractive Appearance of Apartments, Lanais, and Parking Areas..... | 15 |
| B. Window Cleaning | 15 |
| C. No Objects to be Hung from Windows or Railings | 15 |
| D. No Household Objects to be Placed Outside Apartments..... | 15 |
| E. Interior Window Coverings | 15 |
| F. Window Tinting | 16 |
| G. Shoes..... | 16 |
| H. Holiday Decorations..... | 16 |
| I. Trash Disposal | 16 |

| | |
|--|-----------|
| VI. REPAIRS, MAINTENANCE, AND MODIFICATIONS | 17 |
| A. Repairs and Maintenance | 17 |
| B. Modifications and Additions | 18 |
| C. Responsibility for Pipes, Drains, Fixtures, and Installations | |
| Located in or Serving Only One Apartment | 20 |
| VII. VIOLATIONS..... | 22 |
| A. Reporting Violations and Damages | 22 |
| B. Remedies..... | 23 |
| VIII. DEFINITIONS | 24 |
| IX. AMENDMENTS TO KEOLA LA'I HOUSE RULES | 25 |

I. OCCUPANCY

A. Use of Apartments

All policies in these House Rules shall be age neutral and applied to all persons equally.

Apartments shall be used for the purposes and/or such other purposes as are permitted by the Declaration, the Bylaws, the deed conveying an apartment to an Owner, and applicable zoning. Except for the four commercial apartments, apartments shall not be used exclusively for business or any other purposes. "Timesharing," as defined in Chapter 514E of the Hawaii Revised Statutes, is prohibited.

Owners who rent or lease their apartments shall designate a local agent to represent them if their residence is outside the State of Hawaii or if they will be absent from the State for more than thirty (30) days. The Owners shall file their out-of-town address and telephone number, and the address and telephone number of their local agent with the Manager's office.

Neither Owners nor their agents shall rent or lease an apartment for a period of less than thirty (30) days. In no event shall any Apartment be used for any transient vacation or hotel purpose. Tenants of Owners must show a valid lease at the time of registration prior to occupying the apartment. It is the responsibility of each resident to make sure up-to-date information regarding his or her occupancy is on file with the Manager's office.

Residents are required to register and place a \$100 refundable move-in or move-out deposit. The deposit will be refunded within 48 hours provided there has been no damage to the common elements.

Owners who have leased or rented their units to other parties have thereby forfeited their right to use the recreation facilities, storage facilities, and any other facility reserved exclusively for residents of the building.

1. The Owner has the ultimate responsibility for providing his or her tenant with a copy of the House Rules. However, copies of the House Rules are available from personnel in the Manager's office and will be offered to new owners and tenants upon registration.

2. Keola La'i is primarily a residential building and, consistent with such status, appropriate dress must be worn by all residents and guests while in the common elements (entrances, lobbies, elevators and walkways). Appropriate dress would include shirts, cover-ups over swimming apparel, and footwear.
3. Smoking is prohibited throughout the Property, including within apartments, on apartment lanais, in common elements, including the Recreation Area, the loading zone, and any other common area.
4. Eating or drinking in the main lobby is prohibited.
5. Furniture, plants, and other items owned or provided by the AOA in the common elements shall not be removed from the common elements.
6. Household appliances, large items of furniture, and other bulky items must be moved in or out of the building only through the loading zone at the rear of the building and by use of the freight elevator. Hand carried items such as small tools, household items, and other small parcels may be taken through the other building entrances. Surfboards, bicycles, and other large recreational items may not be transported in the elevators at any time.
7. All bicycles brought on the property must be registered with the Manager's office. Limited, assigned bicycle and surfboard storage is provided in a designated room on the 1st level parking on a first come, first served basis. The owners of bicycles and surfboards assigned to the bicycle and surfboard storage room will gain entry by a programmed fob. Additional assigned bicycle parking is available at bicycle racks that are conveniently located throughout the 1st level parking. See House Rule I, Section A.6 for further information.
8. Supermarket carts are not permitted on the Property.
9. Security cameras are located at various locations on the property, including one in each elevator. All cameras are connected to DVD recording devices which record activity 24 hours a day, seven days a week.
10. Use of the freight elevator for moving in or out of the building, or for deliveries of large bulky items, etc. must be arranged with the Security office at least 24 hours in advance, on a first come, first served basis. The hours for reserving the elevator are: Monday through Saturday, 8 a.m. until 5 p.m. Deliveries and moves are not

allowed on Sundays and national holidays. Reservation of the freight elevator is limited to four (4) hours.

11. Absolutely nothing is allowed to be thrown from lanais, windows and/or open walkways. Care should also be taken when watering plant material or washing the lanai as to ensure that the water does not flow to any other lanai or the windows of another apartment.
12. Key fobs are used at Keola La'i for access to common areas (i.e. lobby doors, the bicycle and surfboard storage area, pool area, and the elevators). The fob operates in much the same manner as a proximity card to communicate (via a reader pad) with a central server for the building, which can be programmed to allow access only to those areas in which the Resident is permitted to access, or only within certain time frames. Fobs are available for sale from the Manager's office staff. The purchase of fobs is non-refundable but the ownership of fobs is transferable after notification to the Manager's office.

B. Animals

1. **Pets** - Keola La'i is a pet friendly building. However, some pet behavior may offend some Residents. This pet policy will allow responsible people the experience of pets while protecting Residents from objectionable pet behavior.
 - a) No livestock, poultry, or other animals whatsoever shall be allowed or kept in any apartment or any other part of the property. "Pet" is defined as dog, bird, neutered rabbit, cat or other generally recognized household animals. Such household pets, however, shall not be kept, bred or used in any apartment for any commercial purpose. Grooming of pets in the common elements of the property is strictly forbidden.
 - b) Any pet, which in the sole judgment of the Board, causes a nuisance, unreasonable disturbance or threat to the health or safety of any Resident or guest may be ejected from the Property on the demand of the Manager or Managing Agent; provided, however, that upon assessment of the severity of the nuisance, disturbance or threat caused by such a pet, the Board, shall give the pet owner an opportunity to remedy the situation within a reasonable amount of time. Ejecting the animal will be required only if the Board reasonably determines that less drastic alternatives have been unsuccessful.

- c) All Residents must register dogs with the Manager prior to moving into the building.
- d) All dogs permitted by these House Rules shall be required to wear a conspicuous tag provided by the Board and may be detained by any person and delivered to the Manager if found loose anywhere on the Property.
- e) Dog owners must be able to show proof of rabies vaccination at all times.
- f) Residents may keep a maximum of one (1) small to medium size dog, not to exceed thirty-five (35) pounds in weight fully grown.
- g) Residents who owned more than one (1) dog prior to October 27, 2009 are exempt from House Rule I, Section B.1.f. Those specific dogs are grandfathered in until the dog is deceased.
- h) Pets on short leashes are permitted to walk through the 3rd and 4th floor lobby areas, provided that they are accompanied at all times by their owners while present on the common elements. Pets are not allowed on the lobby furniture. Pets are not allowed beyond the entrance door to the 4th floor Recreation Area (assistance animals are allowed with Board approval).
- i) Pet owners are responsible for any damage to the common elements caused by their pets. (For example: urine stain and odor). Any damage caused by cleaning products or other materials used in attempt to remedy any pet damage is also the full responsibility of each pet owner.
- j) Residents, at their own risk, may use the surrounding grassy areas or grounds of Keola La'i to walk or exercise their pets. Dogs are not allowed to relieve themselves on the building, in the ground cover, or on the shrubs. Failure to pick up and dispose of dog waste will incur a fine as provided in House Rule VII, Section B.3.
- k) The feeding of wild birds or stray, feral, or wild animals anywhere on the Property is strictly prohibited.

2. **Assistance Animals** - The Board will grant reasonable exemptions from House Rule I, Sections B.1.b and B.1.f for the benefit of disabled residents who need assistance animals, as required by applicable provisions of the Federal Fair Housing Act and/or Americans with Disabilities Act. Assistance animals shall comply with all the other pet/animal restrictions of House Rule I, Section B.1.
3. **No Liability** - In no event shall the Board, the Manager or the Managing Agent be or deemed to be liable for any loss, damage or injury to persons or property caused by or arising in connection with any Resident's or guest's animal.

C. Conduct of Tenants, Guests, and Other Persons

An Owner shall be held responsible at all times for the conduct of his or her tenants, guests, and all other persons residing in the Owner's apartment ensuring that all using the building and its facilities observe the House Rules and that their behavior is neither disturbing or offensive to other Residents. In the event of damage caused by such person or persons, the Owner shall bear all financial responsibility for the replacement or the repair of such damage.

If an Owner is unable to control the conduct of his or her tenants, guests, and all other persons residing in the Owner's apartment, the Owner will, upon request of the Board, immediately remove such a person or persons from the Property and the Board and the Association will not be liable for any lost rentals or other damage suffered by the Owner.

D. Rules of Government Authority

Residents and guests shall at all times observe and comply with all laws, ordinances, rules and regulations now and hereafter made by any government authority or the Board applicable to the use of the Property.

II. USE OF COMMON AND LIMITED COMMON ELEMENTS

A. Parking and Automobiles

1. **Resident Parking** - All vehicles belonging to Residents shall be parked in their respective designated parking stalls. Inoperative vehicles are not allowed and are subject to tow. Vehicles with expired license tags will be considered abandoned and may be cited and towed away at the vehicle owner's expense. Assigned apartment parking stalls may only be rented to Residents of the building. Bicycles,

boats, canoes, kayaks, surfboards, and other items of personal property may not be stored in the assigned stalls or in the guest parking stalls. When workmen are performing work within an apartment they should be advised to park in the stall(s) assigned to the apartment, or on the street. They may use a guest stall if available with the approval of the on duty Security officer and with the limit of one stall used per apartment.

- 2. Guest Parking** - Guests, invitees, or employees of Residents may park their vehicles in parking stalls designated for guest parking, subject to availability. No vehicle owned by any Resident shall at any time be parked in the designated guest stalls except in case of an emergency and then only with the permission of a member of the building management or Security staff.

Visitors using the guest parking stalls must register their vehicle at the Security desk upon arriving and on departing the Property. No vehicle may be parked in a guest stall for more than five (5) consecutive hours. If a longer time is anticipated to be needed, an extended parking permit may be obtained from the Security office. A limit of two such extensions per week is allowed with the exception of vehicles rented by off Island visitors.

Any automobile may be parked in an electric automobile charging station parking space if all the regular guest parking spaces are taken.

- 3. Violations** - Vehicles in violation of any parking regulation may be towed away at the vehicle owner's expense, including the payment of the towing charge.
- 4. Repairing Cars, etc.** - No car repairs or adjustments, except in the case of an emergency, may be made at any time on the common elements of the Property. No car repairs of any kind that may cause a nuisance or present a health hazard shall be performed anywhere at the Property, including in the assigned parking stalls. Oil changing or the draining of any fluids (other than water) from a vehicle is prohibited.
- 5. Car Wash Area** - The car wash area is located on the south side of the loading zone. It may be used between the hours of 7 a.m. and 10 p.m. Faucet handles may be checked out at, and returned to, the Security office. Only registered vehicles of registered Residents are allowed use of the car wash area. After use, it

is the responsibility and obligation of the Resident to leave the car wash area and the surrounding premises in a clean, orderly, and undamaged condition.

To minimize the discharge of pollutants into the city storm water sewer system, please:

- Save water by using a bucket and a hose nozzle so that the water does not run continuously.
- Use detergents sparingly, and only those which contain low or no phosphates.
- Do not wash vehicle engines or undercarriages.

6. Cleaning of Stalls - Each Owner shall be responsible for basic cleaning and maintenance of his or her assigned parking stall(s). In particular, each Owner shall be responsible for cleaning from the surface of his or her parking stall(s) any residue, dirt or debris in the stall(s) that results directly from the use of the stall(s). If an Owner fails to clean or maintain his or her stall(s) properly with the result that, in the sole judgment of the Board or the Manager, the condition of the stall(s) presents a health hazard or is otherwise a nuisance to Residents, the Board may cause the stall(s) to be properly cleaned and shall charge all costs incurred in connection therewith directly to the Owner to which the stall is assigned. An Owner's repeated failure to clean or maintain an assigned parking stall may result in the Board's imposition of a monetary charge in an amount to be determined by the Board.

7. Responsibility for Damage - Damage to cars and other objects or to the common elements shall be the responsibility of the person causing the damage. Each Resident shall use care in parking, entering, and exiting his or her assigned parking stall(s) so as not to damage vehicles in adjacent or nearby stalls or any part of the parking structure.

8. Parking Entry/Exit Gates and Barriers - Care should be exercised when entering and leaving the Property through the automatic gates and barriers. Do not enter the gate zone on the activation of a preceding vehicle. Tailgating and speeding up to avoid the collision of a closing gate is prohibited and has the potential for serious damage to both the gate and the vehicle. Pedestrians are prohibited to enter or exit through these gateways as serious injury could result. Should damage occur

as a result of tailgating or improper entry, the Resident will be billed for damages. An immediate fine as noted in House Rule VII, Section B.3 may be imposed for each violation of this rule and the Association may seek the eviction of the persons responsible if they are tenants.

B. Camping

No camping or use of tents on the common elements of the Property is allowed at any time.

C. Fireworks

Use of fireworks anywhere on the Property is prohibited at all times. An immediate fine as noted in House Rule VII, Section B.3 may be imposed for each instance of using fireworks and the Association may seek the eviction of the persons responsible if they are tenants.

D. Barbequing

Outdoor cooking is permitted only in the designated areas and facilities specifically provided for that purpose. Open fires, including charcoal briquette fires, are not permitted on the Property. No type of open fire, whether propane or briquette fueled and regardless of the type of equipment, is permitted on the lanais of the apartments.

E. Recreation Area

- 1. Barbeque Pavilion** - Barbeque grills are available to all Residents. After use, it is the responsibility and obligation of the Resident to leave the barbeque grills and the premises in a clean, orderly, and undamaged condition.

The Barbeque Pavilion may be reserved for private parties. The decision to allow the reservation shall be within the Manager's sole discretion and shall not be unreasonably withheld. A written request form is available in the Manager's office or can be downloaded from the Keola La'i website "keolalai-info.com." The Sign In Name and the Password are both "600queen". The written request form must be provided to the Manager no less than three (3) working days and no more than sixty (60) days prior to the function date. Reservations may not be made for the following holidays: New Year's Eve and New Year's Day, Memorial Day, Independence Day, and Labor Day.

The Barbeque Pavilion and one barbeque grill may be reserved between the hours of 9 a.m. and 10 p.m. The maximum time for a function is limited to four (4) hours. The combining of functions by Residents of two or more apartments for the purpose of exceeding the time limitation is not permitted. The maximum number of guests allowed at any one function in the Barbeque Pavilion is twenty (20), including children. Residents 18 years of age or older must be present and accompany guests during a reserved function. Only one barbeque grill can be reserved per function. If after thirty (30) minutes of the reserved time, the Barbeque Pavilion has not been claimed, the reservation is automatically cancelled and the Barbeque Pavilion may be used by other Residents on a first come, first served basis.

A cleaning/damage refundable deposit of \$100 is required for function reservations where eight (8) or more persons are attending. It is the responsibility of the Resident host to leave the premises in a clean and undamaged condition. Barbeque cleaning brushes are furnished. The use of paper cups, plates, and plastic tableware is recommended. These items shall be deposited in the trash receptacles provided. All functions must be completely finished, cleaned up, and the premises vacated by the end of the scheduled function.

Drunken and disorderly conduct is not allowed. Political fund raising, religious rallies, or commercial activities at the Barbeque Pavilion are prohibited.

2. **Pool and Spa** - The pool and spa are for the exclusive use of Residents and their guests. The pool and spa hours are from 8 a.m. to 10 p.m. The pool is intended to provide activity for recreational swimmers as well as dedicated "lap" and/or exercise swimmers. "Lap" and/or exercise swimmers will be allowed exclusive use of the pool from 5 a.m. until 7 a.m. The pool and spa are closed between 7 a.m. and 8 a.m. for cleaning.

All guests using the pool and spa must be accompanied by a Resident 18 years of age or older. Residents and guests shall use the pool and spa at their own risk. **There is no lifeguard provided for either the pool or spa facilities** so every precaution must be taken to insure the safety of all Residents and their guests. In particular, a child under the age of 12 must be accompanied by an adult when using the pool and spa, unless the child is a competent swimmer. A child's parent

or guardian shall be responsible for determining if the child is a competent swimmer.

Commercial use of the pool or spa is prohibited.

- a) **Spa** - Children under the age of eight (8) are not permitted in the spa. Children between the ages of eight (8) through twelve (12) must be accompanied by a person 18 years of age or older.

Anyone who may be adversely affected by the heat or humidity of the spa such as elderly persons, young children, pregnant women, and anyone with heart disease, diabetes, or high blood pressure should not use the spa. Prolonged exposure to high water temperature can cause drowsiness and/or raise the blood pressure.

- b) **Cleanliness** - To maintain cleanliness, everyone must shower before entering the pool or spa and shower again before re-entering the pool or spa after each toilet use. Persons who are incontinent must wear rubber or plastic protective clothing while using the pool or spa. Any person having an infectious or communicable disease shall not enter the pool or spa. Any person with an open blister or cut is advised not to enter the spa due to risk of infection. No person with bandages or open wounds may use the pool or spa. Spitting, spouting of water, blowing the nose, etc. in the pool or spa is prohibited.

All persons with shoulder length or longer hair who use the pool or spa must wear swim caps or hair ties. Pool and spa users shall dry themselves before entering the Recreation Area restrooms or the residential lobby. For sanitary reasons, all persons using the chaise lounges are required to place a towel over the fabric surface of the lounge before using.

Emergency pool closure for cleaning accidental fecal or vomitus discharges shall require all pool and spa users to leave the pool and/or spa until the substances are removed. The pool and spa shall be disinfected before they are reopened for use.

Pets are not allowed in the pool or spa. Assistance animals may be permitted in the pool area, with prior Board approval. No animal whatsoever is permitted in the water.

c) Prohibited Items and Activities

- No glass items, food, beverages, toys, diving equipment, or similar items shall be permitted in the pool, spa, or within 20 feet of the pool or spa. (Life vests or flotation arm bands (water wings) are allowed).
- Consumption of alcoholic beverages in the pool or spa is prohibited.
- Street wear may not be worn while using the pool or spa. Appropriate swimwear is required.
- The introduction of sand, rocks, or other foreign matter in the pool or spa is prohibited and will result in immediate eviction from the pool or spa.
- Tents, cabanas, canopies, or awnings are prohibited in the pool and spa area.
- Running, jumping, shouting, playing ball, throwing of any objects, or boisterous behavior is not allowed anywhere in the pool and spa area.
- Vehicles, bicycles, skateboards, etc. are not allowed.
- Jumping or diving into the pool or spa is not allowed.
- Drunken and disorderly conduct is not allowed.

3. **Fitness Center** - The Fitness Center hours are from 4:30 a.m. until midnight. It is closed for cleaning from midnight until 4:30 a.m. All guests using the Fitness Center must be accompanied by a Resident 18 years of age or older. Children under the age of 12 are not allowed to use the fitness equipment without adult supervision. Bare feet are not allowed. Appropriate exercise attire must be worn including athletic or exercise shoes. Use the Fitness Center at your own risk.

Personal earphones/headphones must be used with music and electronic devices.

Please silence cell phones and do not use cell phones in the Fitness Center.

Equipment Use:

- Read and understand operating instructions before using any of the equipment.

- Keep hands and feet away from all moving parts and weight stacks.
- Do not drop weights on the floor.
- Return the weights to their proper rack location after use.
- Wipe down the equipment after each use with the sanitizing wipes provided.
- Limit use of cardio machines to 30 minutes when others are waiting.
- Turn off TV monitors when you have completed your workout.

Commercial use of the Fitness Center is prohibited.

F. Bicycle and Surfboard Storage Room

All bicycles and surfboards must be registered at the Manager's office prior to occupying the storage room. The storage room is available only to Residents and no fees or charges will be assessed for use of the storage room.

The maximum number of bicycles allowed is two (2) per apartment. The maximum number of surfboards allowed is three (3) per apartment in one rack space. No other equipment is allowed in the storage room unless approved by the Manager.

Bicycles are assigned specific stalls and surfboards are assigned to specific rack space. The use of a decal system has been implemented on bicycles to minimize conflicts. Assignments are for the Resident during his or her residency and are not transferable. Assignments are based on availability and the order in which the registration was made.

Unauthorized bicycles and/or surfboards left in the facility will be tagged as a first violation warning. Additional violations will result in fines as indicated in House Rule VII, Section B.3. All other prohibited items will be removed in accordance with law.

Residents making use of the storage room agree to indemnify, defend, save, and hold harmless the AOA, its Board, and its Managing Agent, and their respective agents, assigns, successors and employees from any and all liability, loss, damage, claims, cost and expense that may relate to or arise from the storage of any article. This indemnification shall not waive or release any claims or causes of action the Board may have for damage to the common areas of the Property caused by the owner of any

equipment. It is also understood that any loss or damage to any stored equipment will not be covered by the insurance of the AOA.

The Manager and the Board have final say on any policies regarding this area.

III. NOISE AND NUISANCES

A. Noise and Nuisances Prohibited

No nuisance shall be allowed on the Property nor shall any use or practice be allowed: a) that is improper or offensive in the reasonable opinion of the Board; b) is in violation of the Bylaws or these House Rules; or c) that unreasonably interferes with or is an unreasonable annoyance to the peaceful possession or proper use of the Property by Residents and their guests.

B. Specific Rules

1. **Excessive Noise and Objectionable Odors Prohibited** - Residents and their guests shall avoid unreasonably excessive noise of any kind at all times and shall not cause or permit any unreasonably disturbing noise or objectionable odors to emanate from their apartments. All Residents shall exercise extreme care to minimize the noise caused by musical instruments, radios, televisions, stereos, amplifiers, barking dogs, etc. that may disturb other Residents. Entrance doors to apartments should be kept closed at all times when not in use.
2. **Hours of Deliveries and Maintenance/Construction Work** - No deliveries of any items to or maintenance or construction work on any apartment will be allowed before 8 a.m. or after 5 p.m., Monday through Saturday, except in an emergency as permitted by the Manager or on duty Security officer.
3. **Hours For Reduced Volume for Televisions, Radios, Stereos, Etc.** - Televisions, radios, stereos, etc., in the apartments may be played only at reduced volume after 10 p.m. and before 8 a.m. so as not to cause a nuisance.
4. **Departure of Guests; Minimizing Noise** - When guests of any Resident are leaving at night, noise must be kept at a minimum.

IV. SAFETY CONSIDERATIONS

A. Use of the Common Elements

Owners and Residents are responsible for the conduct of all tenants, guests, and family members while on the common elements. No roller blades, skateboards, scooters, or other similar wheeled sports items shall be used on the Property, including the building interior, the parking areas, or in other common elements. Drivers shall observe the speed limit of 5 miles per hour in all parking areas.

B. Flammable or Dangerous Liquids

Flammable fluids such as gasoline, kerosene, or explosive materials or articles deemed hazardous to life, limb or property, or the presence of which may increase the Property's hazard or liability insurance premiums, will not be stored or kept anywhere within the Property.

C. Right of Entry in Favor of AOA

Every Resident or guest hereby grants a right of entry to any persons authorized by the Board: (a) at any time in the event of an emergency originating in or threatening an apartment, and (b) during reasonable hours for the operation or maintenance of the property, whether the Resident is present at the time or not.

D. Waterbeds

Waterbeds are prohibited on the Property.

E. Articles Thrown from the Building

Absolutely nothing is allowed to be thrown from lanais, windows, and/or open walkways. An immediate fine as noted in House Rule VII, Section B.3 may be imposed for each instance of throwing objects from upper floors and the Association may seek the eviction of the persons responsible if they are tenants. Care should also be taken when watering plant material or washing lanais so as to ensure that the water does not flow to any other lanai or the windows of another apartment.

F. Jumping from the Building

Jumping from the Building is prohibited. This rule also prohibits "BASE jumping". The Association's representatives may call the police, impose an immediate fine as noted in

House Rule VII, Section B.3, and seek the eviction of the persons responsible if they are tenants.

V. AESTHETIC CONSIDERATIONS

A. Cleanliness: Attractive Appearance of Apartments, Lanais, and Parking Areas

Notwithstanding the AOA's obligation to maintain and repair certain limited common elements, all Residents are responsible for the cleanliness and day-to-day maintenance of their apartments, lanai areas, and assigned parking stalls. These areas shall be kept in a neat, attractive and sanitary condition.

No objects, other than appropriate lanai furniture and potted plants in appropriate containers, shall be permitted on lanais. Except as provided herein, the storage of personal property and similar objects on a lanai or in a parking stall is strictly prohibited.

B. Window Cleaning

Residents are responsible for cleaning all windows that are accessible from their lanai or inside their apartment.

C. No Objects to be Hung from Windows or Railings

No clothes, towels, garments, rugs, or other objects shall be hung on clotheslines or from the lanai railings or walls, doorways, windows, or facades of the building in a manner as to be in view of persons outside the building.

D. No Household Objects to be Placed Outside Apartments

No garbage cans, doormats, household or commercial supplies, excess items or similar articles shall be placed outside any apartment or on any lanai in a place where they can be seen from outside any apartment.

E. Interior Window Coverings

Draperies, curtains, shades and any other window coverings which are visible from the exterior of the building are not permitted to show any color other than white or light earth tone shades. Window coverings must be maintained in good repair at all times. No

drapery, curtains, shades, or any other window covering shall hang outside of the apartment windows.

F. Window Tinting

Owners are allowed to tint the interior of their windows employing a professionally licensed installer using only the following tint specifications:

Manufacturer: Vista Window Film

Type: Harmony Terre

Model Number: V31SRCDF

G. Shoes

No shoes, slippers, flip-flops, sandals, or any other objects shall be allowed to remain in view at the front entrance of any apartment.

H. Holiday Decorations

Mounting of Christmas Lights and Decorations will be allowed on lanais from the day after Thanksgiving to the first weekend after the New Year. No mounting of any kind for wreaths or other decorations are allowed on the front door of apartments.

Transporting of Christmas Trees to and from your unit requires a tree bag that may be obtained from the Security office.

I. Trash Disposal

Trash may be deposited in the trash chute only between the hours of 7 a.m. and 10 p.m. All household trash to be placed in the trash chute shall be secured in trash bags and shall be of a size that fits easily within the trash chute opening. Trash that will be placed directly in a trash receptacle in the trash room on the ground level of the Property shall also be secured in trash bags and placed only in a designated trash dumpster or other designated receptacles. Refuse garbage or trash of any kind shall not be left in the trash room or in any common area of the Property.

Plastic containers, glass bottles, aluminum cans, and newspapers should be discarded neatly into the recycle bins in each trash room. Broken glass (wrapped securely to prevent injury to building employees), cat litter (wrapped securely and tied or taped), and all flammable, combustible, or volatile liquid paint cans or spray cans must be placed in

the covered containers in the trash room on the ground level of the Property. Such flammable, combustible, or volatile materials must be stored and disposed of in accordance with state and federal regulations.

The trash room should not be used for disposal of bulky items such as pieces of lumber, cardboard boxes, coat hangers, Christmas trees, etc. These must be placed in the dumpsters located in the trash room on the ground level of the Property.

Removal of discarded furniture, appliances, carpeting, and other large household items is the responsibility of each Resident. Such items are NOT to be left in the trash room on the ground level of the Property or stored in the common elements at any time. Large household items must be taken away by Residents. An immediate fine as noted in House Rule VII, Section B.3 may be imposed for each occurrence of bulky items that are left outside.

VI. REPAIRS, MAINTENANCE, AND MODIFICATIONS

A. Repairs and Maintenance

- 1. Apartment Owner's Duty to Repair and Maintain** - Every Owner shall promptly perform all repair and maintenance work within his or her apartment. The Owner shall be responsible for all loss and damage to any common element or to any other apartment caused by the repair and maintenance work done within his or her apartment.
- 2. Repairs Inside of Apartments to be at Owner's Expense** - Repairs of all internal installations within each apartment shall be the Owner's expense, including plumbing and electrical fixtures, other fixtures and accessories, appliances, interior walls, floor coverings, telephones, doors, and lamps.

Prior to beginning any work, Owners are required to obtain an application form from the Manager's office, complete the form in its entirety and return it to the Manager for transmittal to the Board for its review and for proper scheduling of delivery personnel and contractors, and elevator use.

Maintenance of the individual air conditioning units within each apartment is the responsibility of the Resident of that apartment. It is recommended that a safety switch be added to the condensate pan drain line that will shut down the air

conditioner before the condensate pan overflows causing local damage and damage to those below. This precaution will necessitate the Resident to empty the pan and clean the drain line before the air conditioner will resume operation.

3. **Repairs Affecting Common Elements** - A licensed contractor shall perform any repairs or maintenance that may affect the common elements whenever State law requires a license for the work.

B. Modifications and Additions

If required by the Declaration and/or the Bylaws, any modification or additions to or of an apartment or common element (including limited common elements) must receive prior written permission of the Board. In addition, the approval of owners may be required for material alterations, unless it is a reasonable modification required by a disabled Resident.

1. **Board May Require Plans and Specifications** - Before approving any proposed modifications or additions that require Board approval, the Board may require the Owner to present plans and specifications prepared by a registered architect or engineer.
2. **No Attachment of Objects to the Exterior Without Board Approval** - No Resident, except with the prior written consent of the Board, shall permit the attachment, hanging, projection or protrusion of any object, including garments, wiring or other device for electrical or telephone installations, television, machines, or other equipment or appurtenances on the exterior of the building or protruding through the walls, doors, windows or roof thereof.
3. **Floor Specifications**
 - a) For Owners who desire floor surfaces other than the original installations (ceramic tile in the kitchen and bathrooms and carpet in all other areas), the Board has adopted standards to achieve a level of sound insulation consistent with a luxury condominium.
 - b) Any Owner who wishes to install floor surfaces other than the original installations must meet the following requirements:
 - (1) An Impact Insulation Class (IIC) rating of seventy (70) or greater is required after flooring installation. An IIC 70 rating can be achieved with

proper insulating material between the concrete slab and the flooring material.

- (2)** It is the Owner's responsibility to ensure that a sound rating of IIC 70 or above is achieved after flooring installation. Manufacturers, salespeople, and/or installers may claim that their products achieve a specific IIC rating. Owners are advised to obtain the claimed IIC rating in writing and also obtain a guarantee attesting that the specific flooring material and insulation will achieve the claimed sound rating when actually installed in the specific location in the Owner's unit.
- (3)** If the unit Owner below the unit where the flooring material is installed reports an increase in sound transmission after the installation, the Owner of the unit where the flooring was installed may be required to commission an acoustic test (Field Impact Insulation Class (FIIC) test) conducted with a tapping machine by a professional acoustic consultant. The cost of the test shall be borne by the Owner of the unit where the flooring was installed.
- (4)** If the results of the acoustic test conclude that the flooring installation does not achieve a rating of IIC 70 or above, the Owner will be required to modify the flooring installation to achieve a rating of at least IIC 70; this may include replacing the flooring material and insulation with suitable products to achieve a rating of at least IIC 70.
- (5)** Before installation, an Owner who wishes to install floor surfaces other than the original installations must request approval through the Manager's office with sufficient lead time for the Manager, Design Review Committee, and/or the Board to consider the request for approval of the installation prior to the commencement of work. With the request for approval, the Owner shall provide information regarding the IIC rating of the material to be installed; however, approval of the installation by the Manager, Design Review Committee, and/or the Board shall not constitute a determination by the Manager, Design Review Committee, and/or the Board that the material will achieve a rating of at least IIC 70. It is the Owner's responsibility to ensure that a sound rating of IIC 70 is achieved after flooring installation.

- (6) The installation of the insulating material shall be photo-documented during the installation. Photographs shall be submitted to the Manager's office prior to the start of the installation of the new flooring.
 - c) Contractors must provide to the Manager's office Material Safety Data Sheets (MSDS) for any and all chemicals or adhesives brought onto the Property.
 - d) All material or procedures used shall include submittals and installation drawings and shall be submitted to the Manager's office prior to the commencement of work.
 - e) No work may commence in the apartments until a notice to proceed is provided to the Owner by the Manager's office.
 - f) Any demolition work shall be scheduled at least one week in advance of the commencement of work. This is specifically intended to address the removal of existing flooring material such as wood, ceramic, or marble.
 - g) Padded carpeting provides the best noise and sound insulation. If an Owner chooses to install a hard surface floor covering, it is highly recommended that the Owner consider using sound pacifiers, including area rugs and/or rubber, plastic or Teflon chair, table and furniture tips to further reduce the potential for sound transmission to nearby apartments through the new flooring.
4. **Doors** - The installation of mortised deadbolts is prohibited. Keola La'i apartment doors are fire rated and this rating would be voided upon deadbolt installation. If a Resident installs such a device, or prohibited device, the door must be replaced with a door of the same fire code rating at the Resident's expense. Door viewers may be installed following specifications approved by the Board of Directors. Inquire at the Manager's office.

C. Responsibility for Pipes, Drains, Fixtures, and Installations Located in or Serving Only One Apartment

1. **Procedures for plumbing fixtures, pipes, drains, and other installations located in or serving only one apartment, except fire sprinkler heads and any pipes servicing them** - Residents shall be responsible for reporting any leaks or other problems with any plumbing fixture, pipe, drain, or other installations located in or serving only their respective apartments. Except as stated below, if plumbing,

any plumbing fixture, pipe, drain, and other installations located in or serving only one apartment leak or require maintenance, repair or replacement, the Owner shall be responsible for doing the work.

If a water leak from any plumbing fixture, pipe, drain, or other installations located in or serving only one apartment threatens other apartments or the common elements, the AOA may enter the apartment and take immediate action to repair the leak and eliminate any conditions.

For other leaks from items located in or serving one apartment, if an Owner or Resident fails to begin the work within 72 hours of the discovery of a leak, the Board may perform the work and assess the cost of the repair, maintenance, and/or replacement to the Owner of the apartment. Collection of any expenses incurred by the AOA shall be undertaken in the same manner as the collection of common expenses.

Each Owner shall be responsible for the cost of repairing any uninsured damage to: (i) the Owner's apartment, (ii) the common elements, or (iii) any other apartment caused by any plumbing fixture, pipe, drain and other installation located in or serving only the Owner's apartment, including the cost of any mold remediation.

- 2. Procedure for fire sprinkler heads and any pipes servicing them** - If a fire sprinkler head (or any pipe connected to it) that serves only one apartment requires maintenance, repair, or replacement, the Resident must report the problem to the Manager immediately. The AOA will repair or replace the fire sprinkler head or pipe, but each Owner shall be responsible for repairing any uninsured damage to the Owner's apartment, the common elements, or any other apartment caused by the fire sprinkler head (or pipe servicing it), including the cost of any mold remediation.

If the AOA undertakes any remedial work in an Owner's apartment, pursuant to this House Rule, the Owner shall be responsible for restoring the decorated surface of any wall, floor, or ceiling of the apartment to its original condition. In addition, if the AOA must remove any items or covering, including paneling, mirrors, or tile, from any wall, floor, or ceiling of the apartment to maintain, repair, or replace any plumbing fixtures, pipes, drains and other installations, including fire sprinklers, the Owner shall be responsible for restoring or replacing the item or covering.

The Board, at its option, may conduct periodic inspections of apartments to determine the condition of any plumbing fixture, pipe, drain, and other installations located in or serving only the Owner's apartment.

3. **Signs** - Residents shall not place signs in or on the building, lobbies, elevators, the recreational area, or in or upon other common elements except as permitted by the Board. Bulletin boards have been made available in the mail box area for Resident postings. Those wishing this service should submit their notices on a 3 x 5 card to Manager's office personnel.
4. **Board May Require Removal of Unauthorized Work** - The Board may inspect any work and may order the removal of any work that has not been approved or that may adversely affect the common elements or the exterior appearance of the Property.
5. **No Roof Access** - Other than the Manager, Managing Agent, authorized tradesmen, and/or technicians, no person shall be allowed on the building roof at any time or for any purpose.

VII. VIOLATIONS

A. Reporting Violations and Damages

1. **Reporting Violations** - All corrective actions regarding violations of the House Rules and damages to the common elements will be enforced by the Board and should be reported promptly to the Manager. Every Resident shall pay to the AOA promptly on demand all costs and expenses including reasonable attorneys' fees incurred by or on behalf of the AOA in enforcing any provisions of the Declaration, the Bylaws, or these House Rules against such person.
2. **Damage to Common Elements** - Any damage to the common elements shall be surveyed by the Manager or other authorized personnel at the direction of the Board. The cost of repair or replacement including reasonable attorneys' fees incurred may be assessed by the Board against the Owner for damages caused by the Owner or his or her tenants or such Owner's family members, domestic servants, or guests.

B. Remedies

The violation of any of these House Rules shall give the Board, or its agents, the right to:

- 1. Enter Apartments** - Enter the apartment and/or limited common elements in which, or as to which, such violation or breach exists and to summarily abate and remove, at the expense of the defaulting Owner (whether or not caused by the Owner or any person for whose conduct the Owner may be responsible), any structure, thing or condition that may exist therein contrary to the intent and meaning of the provisions hereof, and the Board or the authorized shall not thereby be deemed guilty in any manner or trespass; and/or
- 2. Institute Legal Proceedings** - Institute legal proceedings to enjoin, abate or remedy the continuance of any such violation, and all costs thereof, including attorney's fees, shall be borne by the defaulting Owner (whether caused by the Owner or by any person for whose conduct the Owner may be responsible).
- 3. Levy Fines** - Violations of these House Rules shall give the Board, or its agents, the right to issue warnings and/or levy fines in the following manner:

First Violation - A written citation will be issued citing a reasonable deadline to correct the violation, if applicable. A copy of the citation will be sent to the Owner of the unit if the violating party is a tenant.

Second Violation - A written citation and a fine of one-hundred dollars (\$100) will be assessed to the party for the same or similar violation within a twelve month period following the first violation.

Third and Subsequent Violations - A written citation and a fine of between two-hundred fifty dollars (\$250) to one-thousand dollars (\$1,000) will be assessed to the party for the same or similar violation within a twelve month period following the first violation.

Serious Violations – Violations such as those that might pose an immediate threat to the safety of people and/or property will be treated with immediate corrective action with the option of a fine and/or removal of applicable privileges.

VIII. DEFINITIONS

Terms used in these House Rules have the meanings provided below:

“**AOAO**” means the Association of Apartment Owners of the Keola La’i Condominium.

“**Apartments**” means the 352 residential apartments in the Keola La’i Condominium identified in and created under the Declaration.

“**Board**” means the Board of Directors of the Association of Apartment Owners of Keola La’i Condominium.

“**Commercial Apartments**” means the four Commercial Apartments in the Keola La’i Condominium identified in and created under the Declaration.

“**Owner**” means a person or entity owning an Apartment and the common interest appertaining thereto severally or as a cotenant, to the extent of such interest owned.

“**Property**” means and includes the land, building, and all improvements thereon and all easements, rights and appurtenances belonging to the Keola La’i Condominium.

“**Recreation Area**” means and includes the Barbeque Pavilion, the Pool and Spa, and the Fitness Center all located on the fourth floor of the Keola La’i Condominium.

“**Resident**” means an Owner or tenant of an Owner, and includes an Owner’s or tenant’s families and cohabitants, who reside on the Property.

IX. AMENDMENTS TO KEOLA LA'I HOUSE RULES

The Board reserves the right to make such other rules or to amend these House Rules pursuant to the Bylaws. Amendment shall be made by the vote of the majority of those Directors present at a duly called meeting at which a quorum of Directors is present, and shall become effective when published to all apartment owners.

NON-DISCRIMINATION POLICY

Pursuant to Hawaii Revised Statutes Chapter 515, Title VIII of the Civil Rights Acts of 1968 as amended by the Fair Housing Amendments of 1988, and our non-discrimination policy, the AOA does not discriminate on the basis of race, sex (including gender identity or expression and sexual orientation), color, religion, marital status, familial status, ancestry, disability, age or HIV (human immunodeficiency virus infection) in housing or real estate transactions. It is our policy to extend to all individuals the full and equal enjoyment of the advantages, facilities, privileges and services consistent with Hawaii Revised Statutes chapter 515 and the Federal Fair Housing Laws. When providing services and facilities or enforcing the Rules at the Property, the AOA will not allow discrimination, except as permitted by law. In particular, the AOA will not treat any person unequally in:

- Granting or withholding any approval or consent required under the House Rules.
- Enforcing requirements of the House Rules about occupancy restrictions or use of the recreational facilities, which might unlawfully restrict families with children.
- Connection with requests of disabled Residents or visitors of the Property to have assistance animals required because of the Resident's or visitor's disability; except that if the assistance animal becomes a nuisance to others it will not be permitted at the Property and will have to be removed.
- Processing requests of disabled Residents to: (i) make reasonable modifications to an apartment or the common areas at their own expense; and (ii) have reasonable exemptions from requirements of the House Rules, to enable those Residents to have full use and enjoyment of the Property.

The Board will suspend any requirement of the House Rules, which, if enforced, could result in unlawful discrimination. If, however, a Resident or a visitor is requesting: an animal; modifications to an apartment or the property; or an exemption from the rules because of a disability, the Association will require written confirmation of the disability from a qualified

physician, including a statement from the physician as to the reasonable accommodation which is being requested. Please contact the Managing Agent if you have any questions.

CERTIFICATE OF ADOPTION

The Board hereby adopts the foregoing as the House Rules for Keola La'i, as of the 28th day of May, 2013.

ASSOCIATION OF APARTMENT OWNERS OF KEOLA LA'I CONDOMINIUM