

ASSOCIATION OF APARTMENT OWNERS OF 1350 ALA MOANA RULES AND REGULATIONS

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ASSOCIATION OF APARTMENT OWNERS OF 1350 ALA MOANA RULES AND REGULATIONS

These Rules and Regulations are provided to promote harmonious living, to help protect all occupants from annoyance and nuisance caused by improper use of the premises, and to help protect the value, reputation and desirability of 1350 Ala Moana. The cooperation of all owners, tenants and guests is expected.

The authority for these Rules and Regulations and their binding nature upon each owner may be found in Article X - General Provisions, By-Laws of Association of Apartment Owners of the 1350 Ala Moana Condominium Project, which is recorded with the Land Court of Hawaii and the Bureau of Conveyances of Hawaii.

The Manager or an Operations Assistant, acting for the Manager, is authorized by the Board of Directors of the 1350 Ala Moana Association to enforce these rules. If a violation occurs and the Manager has approached the offender with no results, the matter will be brought to the attention of the Board of Directors for further action. (Amended 8/5/08)

Continued violation of any of these rules and regulations shall give the Board of Directors or its agent the right to:

- A. Enter the apartment in which, or as to which, such violation or breach exists and to summarily abate and remove, at the expense of the defaulting apartment owner, any structure, thing or condition that may exist therein contrary to the intent and meaning of the provisions hereof and the Board of Directors or the Managing Agent shall not thereby be deemed guilty in any manner of trespass; or
- B. To enjoin, abate or remedy by appropriate legal proceedings either at law or in equity, the continuance of any such breach, and all costs thereof, including attorneys' fees, shall be borne by the defaulting apartment owner.

I. GENERAL

- 1. Each apartment shall be used for residential purposes only and for no other purpose. Without limiting the foregoing, owners and residents are specifically prohibited from using 1350 Ala Moana as an address for a business that causes foot or vehicular traffic in the common areas. (Amended 8/5/08) Renting or sub-letting a part of an apartment for periods of less than three months is restricted by the by-laws.
- 2. No noxious or offensive activity or noise shall be carried on or made in the common elements, or in any unit, which may annoy or interfere with the rights, comforts and convenience of others. Special care must be taken at night to avoid disturbing others, including during the departure of late guests. The use of roller skates and skateboards is prohibited on the 1350 Ala Moana premises. (Adopted 1/29/79, amended 1/28/98)

3. Owners and tenants shall be responsible for the conduct of their fellow occupants, family members, tenants and guests. All guests staying for more than one day should register with the Operations Assistant on duty. Owners and tenants shall, upon request by the Board of Directors or Managing Agent, immediately abate and remove, at their expense, any structure, thing or condition that may exist with regard to the occupancy of the apartment by their fellow occupants, family members, tenants or guests which is contrary to the 1350 Rules and Regulations. When the apartment owner is unable to control the conduct of the tenants or guests he or she shall, upon request by the Board of Directors or the Managing Agent, immediately remove such occupants, family members, tenants or guests from the premises, without compensation for lost rents or any other damages from the 1350 Ala Moana Association of Apartment Owners. (Amended 4/25/90 and 10/29/97 and 4/30/03)
4. Owners shall be responsible for designating a local agent to represent their interest if their legal residence is outside of Hawaii or if they will be absent from the apartment for an extended period of time. Such owners shall file their out-of-town address and telephone number and the telephone number of their agent with the Manager. (Amended 5/25/05)
5. Prior to signing any purchase, rental or lease agreement, anyone selling, leasing or renting an apartment in 1350 Ala Moana shall provide the prospective resident or owner with a copy of these rules and regulations to insure that they are fully informed of the conditions of occupancy in 1350 Ala Moana. A copy of the rental agreement or lease shall be given to the Manager. Prior to taking occupancy of an apartment, a new resident shall sign an acknowledgment of receipt of a copy of these rules and regulations with the Manager. (Amended 10/29/97)
6. The Association does not prohibit owners or occupants from making arrangements with Association employees to do work during their off-duty hours. When an owner makes such an arrangement, it is an agreement between the individuals involved. The Association is not a party to the arrangement and is not responsible nor liable for the performance, safety or conduct of the employee. (Amended 1/28/98)
7. Moving hours shall be from 8:30 a.m. to 4:30 p.m., Monday through Friday. (see Section II, #2) Written permission must be obtained from the Manager when household goods or items of furniture are to be moved in or out, so that the elevator can be protected by pads and so that proper scheduling can be maintained. This written permission shall be obtained at least three (3) days in advance of each move. Where single items are involved, this requirement will be at the discretion of the Manager. Damage charges will be assessed. For details, including schedule of "MOVE-IN" and "MOVE-OUT" fees, see Section II. **MOVING.** (Amended 5/29/85 and 10/29/97)
8. **Under normal circumstances**, workers, tradesmen or vendors, other than 1350 employees, are only permitted on the premises between 8:00 a.m. and 6:00 p.m., **Monday through Friday.** If such work is unable to be performed within the normal workweek, the Manager may approve workers, tradesmen, or vendors to work on **Saturdays, but only between 9:00 a.m. and 6:00 p.m.** At no time are they permitted to work on Sundays or holidays. **Agents shall coordinate normal hours for conducting an "Open House" on weekends, with the Manager.** Residents should limit the performance of any work creating noise or a disturbance to the **same normal workweek days and hours.** (Adopted 1/29/79, amended 10/29/97 and 5/30/01 and 5/25/05)

9. No solicitation or canvassing will be allowed in the building at any time. (Adopted 1/29/79)
10. The Manager shall not be required to give access to apartments (for contractors, vendors, delivery service, tradesmen, etc.) without written request from the resident or owner. (Adopted 1/29/79)
11. Residents are encouraged to leave a duplicate key(s) to their apartment on deposit with the Manager to permit entry in a situation such as fire, flood, or incapacitating illness of an occupant, an accidental "lock-out," or to allow access by workers in the absence of the owner or resident, subject to the following conditions: (Amended 8/5/08)

The keys are kept in a key-control cabinet in the equipment room across from the Front Desk. The cabinet is in a room which is normally but not always locked in the absence of the Operations Assistant, and to which (normally but not always) only the Manager and Operations Assistant have access. The keys are not filed according to apartment numbers. A log is kept of requests for keys, and owners/residents or other persons approved in writing by owners/residents are required to sign keys out when removing them from the purview of the Operations Assistant and sign the log upon the key return. (4/30/03), and Amended 5/25/05 and August 5,, 2008)

The Association assumes no responsibility or liability for use or misuse of these keys. Leaving or continuing to leave keys with the Association management under the above stated conditions represents an owner's/resident's full understanding of and consent to the above procedures and conditions. (4/30/03)

When a key is not on deposit with the Manager and it becomes necessary to break down the entry door in case of an emergency, the Association assumes no responsibility or liability for necessary repairs. (Amended 9/25/91; extracted from "Duplicate Key Policy", and Amended 4/30/03 and 5/25/05)

12. Maintenance fees and lease rent (if applicable) are due and payable on the first day of each month. The Association allows a grace period of 15 days. Any owner whose payment is received and deposited by the Association's designated financial institution after the 15th of the month will incur a \$25 late payment handling charge for any balance outstanding.

Any payments received by the Association shall be applied first to legal fees and costs, next to late fees, then to delinquent lease rent and maintenance fees, and then to current lease rent and maintenance fees. Failure to pay any charges, including late fees, will result in the deduction of late fees from future common expense payments so long as a delinquency continues to exist. Late fees shall be imposed against any future common expense payment that is less than the full amount owed due to the deduction of unpaid late fees from such payment. The Managing Agent will refer all delinquencies of sixty or more days to an Association attorney for action. (Adopted 1/29/79; amended 9/25/91, 10/29/97 and 1/28/98)

Payment of lease rent and maintenance fees may be made in any of the following ways: (Adopted 10/01/82; amended 9/25/91)

- a. By automatic payment from an owner's bank account, arranged in advance with the Managing Agent.

- b. For the current month, accompanied by the coupon for the current month by mail to the designated address of the Managing Agent. (Amended 4/30/03)
 - c. For future months when accompanied by the applicable coupons by delivery to the Manager personally. The Manager will submit each payment to the Association's financial institution when due. Neither the Association's financial institution nor the Managing Agent is prepared to handle payments for future months. (Amended 5/25/05)
 - d. For delinquent accounts or payments without coupons, by mail or in person directly to the Managing Agent, NOT to the Manager.
13. Mail deliveries are not on a precise schedule and may occur at various times of the day. To preclude unnecessary visits or phone calls to the mail area, colored flags are placed on the third floor garden level when the delivery is completed. These flags can be seen from apartment lanais. (Adopted 1/20/79, amended 10/29/97, and 5/25/05)
14. Residents are requested to refrain from placing unnecessary telephone calls to the Front Desk. This is especially important during a real or apparent emergency, when the Operations Assistants are busy carrying out their defined assignments of identifying the nature, location and scope of the emergency.
- Operations Assistants will endeavor to keep residents informed, via the Public Address System and, TV Channels 57 analog or 103 digital, of any emergency which requires any action on the part of the residents. (Amended 4/25/90, 4/30/03, and 5/25/05)
15. Guests of residents are to register with the Operations Assistant at the Front Desk. The Operations Assistant will then call the resident and inform him/her of the arrival of the guest and, with the resident's approval, direct the guest to the unit. Operations Assistants are available to assist the guest to the residents' unit if desired. (Adopted 5/25/05)
16. In the interests of personal safety and building security, it is important that the Manager and Operations Assistant know the identity and number of people residing in the building. It is equally important to identify those occupants whose ability to respond to an emergency is impaired. To this end, each resident is requested to complete an apartment registration card listing each permanent or extended temporary occupant by name, age, and sex. Any special needs or health conditions for each occupant should be noted on the card and reported to an Operations Assistant. This card will be maintained in a separate file, will not be released for commercial use, and will be used only to maintain personal safety and building security. It is further requested that the resident notify the Manager or Operations Assistant when information on this card changes. (Adopted 5/29/85, Amended 4/30/03 and 5/25/05)
17. The Board of Directors has the express authority to make reasonable accommodations in rules, policies, practices, or services when such accommodations may be necessary to afford a handicapped person equal opportunity to use and enjoy a dwelling. (Adopted 4/25/90)
18. Residents are encouraged to use the Board of Director's Suggestion Box located in the mailbox area. (Adopted 10/29/97)
19. The primary functions of the Operations Assistants employed by the Association are to observe conditions in the Project, to call the police when appropriate, and to provide reports to

the police and the management. They have the authority to enforce the rules as directed by the Manager. Owners and residents should not assume that the Operations Assistant will intervene in an altercation, conflict or crime. (Amended 4/30/03 and August 5, 2008)

20. Quiet hours must be observed by 1350 residents and guests, between 10:00 p.m. and 8:00 a.m. Sundays through Thursdays, and between 11:00 p.m. and 8:00 a.m. on Fridays, Saturdays, and on the day preceding holidays. (Adopted 5/30/01 and Amended 4/30/03)
21. The recreational facilities, including the Party Room, Conference Room, and Exercise Room are for the exclusive use of 1350 resident owners, tenants, guests, and non-resident owners whose units are not rented and not occupied. However, a non-resident owner who rents his unit forfeits the right to use the recreational facilities to his tenant. (Adopted 5/30/01 and Amended 4/30/03 and 5/25/05)
22. Guests using recreation facilities must be registered by an owner or lessee with the capacity to enter into a binding contract and who will be responsible for their conduct. Repeated violation of the rules of conduct will result in revocation of access to the recreation facilities. After 30 days, the resident may petition the Board of Directors to restore access. (Amended 8/5/08)
23. Access to the building from the parking areas and through the front doors after 8:00 p.m. and before 6:00 a.m. and into the Exercise Room at any time is by means of the Iris Identification System. Residents and any approved persons can be registered with the system by the Manager. (Added 9/25/02 and Amended 4/30/03)

II. MOVING

For those of you who are coming to 1350 Ala Moana for the first time, we would like to say, "Welcome," and may you enjoy living here. Please take time to stop at the office and meet our Manager. Leave a copy of your Rental Agreement and fill out a registration card so your file can be established. The Manager will give you the papers you need and will answer any questions. At that time, you can confirm your reservation for use of the elevator for the date of your move. Remember that this confirmation must be obtained from the Manager at least three (3) work days prior to your moving day. (Adopted 5/29/85)

When you leave, we hope you enjoyed living here and we wish you well for your future and bid you fond "Aloha."

We know that moving can be a frustrating experience, so for the sake of all concerned, we ask that you comply with the items below, and with proper communication and cooperation we are sure the job can be done to everyone's satisfaction. (Adopted 5/29/85, amended 10/29/97)

1. Contact the Manager at least three (3) working days or as soon as possible, prior to your desired move, in order to arrange a confirmed reservation for the use of an elevator. The request for permission to use an elevator must list the name and Public Utility Commission (PUC) license number of the moving company you have employed. Persons not using professional movers, will be held personally responsible for any damage done to the common areas of 1350 Ala Moana. Owners of apartments are ultimately responsible for any damage to the common areas created by their tenants' actions. (Amended 4/25/90)

2. Moving hours are from 8:30 a.m. to 4:30 p.m. only, Monday through Friday, except as noted in #7 below. No moving is permitted after hours, or on Saturdays, Sundays or holidays, including Christmas Eve and New Year's Eve. Trucks or vans must be off the premises by 6:00 p.m. Misunderstandings and inconveniences may be avoided by having your moving company agent make arrangements with the Manager. (Amended 5/29/85 and 5/25/05)
3. Stacking of boxes or furniture in the elevator lobby is not permitted. The area in the garage outside the lobby door can be used if needed as long as traffic is not restricted. (Adopted 5/29/85)
4. Wall and floor pads must be in place inside of elevator #4. Check with the Operations Assistant if pads are not in place. (Amended 4/28/90 and 10/29/97 and 4/30/03)
5. Dispose of your empty boxes by putting them in the open bin in the trash room on level 2. Under no circumstances put boxes and other packing materials in the trash chute rooms located on each residential floor. An "warranted clean-up" charge will be assessed by the Manager if this house rule is violated. (Adopted 5/20/85)
6. Any "MOVE-IN" or "MOVE-OUT" scheduled for a Monday thru Friday will require a non-refundable fee of \$50.00 per day, payable in advance. (Adopted 9/28/88, amended 8/5/08)
7. Special permission is required (AND GRANTED ONLY BY THE MANAGER) for a "Dispose of your empty boxes by putting them in the open bin in the trash room on level 2. Under no circumstances put boxes and other packing materials in the trash chute rooms located on each residential floor. An "unwarranted clean-up" charge will be assessed by the Manager if this house rule is violated. (Adopted 5/29/85) MOVE-IN" or "MOVE-OUT" to be scheduled for Saturday. There will be an additional non-refundable fee of \$50.00 (a total of \$100.00) payable in advance. (Adopted 9/28/88, Amended 10/29/97)
8. After a "MOVE-IN" has been completed and a new owner or tenant has established residency in their apartment, the fees described in paragraphs 6 & 7 will not apply to deliveries of single items of furniture or appliances being made by a retail store or individual that can be accomplished with a single load on the "freight elevator." (Adopted 9/28/88, amended 1/28/98)
9. All fees discussed previously are payable in advance. Owners or their agents will be held responsible for their lessee's compliance. (Amended 1/28/98)

III. COMMON AREAS

(Sidewalks, passages, lobbies, stairways, corridors, rooms, etc.)

1. All common areas of 1350 Ala Moana shall be used for their respective purposes as designed. (Amended 1/29/79)
2. The common areas shall not be obstructed and items of personal property shall not be left unattended in the common areas. Shoes (occupant's, guests', or employees') shall not be left in corridors. (Amended 5/29/85)
3. Front doors to apartments shall be kept closed when not in use, except that doors may be left ajar a few inches for added ventilation, if desired. (Adopted 1/29/79)
4. Furniture placed in common areas is for use in those specific areas and must not be removed therefrom. (Adopted 1/29/79)
5. Shopping carts **MUST** be returned to the garage area immediately after use and are not to be left unattended in corridors or elevators or taken off the premises under any circumstances. Contractors, tradesmen, or vendors are to provide their own carts. (Amended 5/29/85, and 10/29/97, and 4/30/03)
6. All persons shall wear appropriate apparel in the lobbies, corridors and elevators. Bathing suits without cover-ups, and bare feet are not acceptable. (Adopted 1/29/79)
7. Playing or loitering is prohibited in the common areas other than the swimming pool area and garden level. All activities in the swimming pool area and garden level shall be governed by other House Rules, including, but not limited to Article VIII of the House Rules. At no time shall the activity of anyone using the swimming pool area and garden level unreasonably disturb others. (Adopted 4/25/90, amended 1/28/98)
8. The Wood Shop in tenant storage #201 is available for any owner to use. To do so, contact the Front Desk or Manager to obtain a key and to sign a Use Agreement, contained in Appendix C, that will remain on file with the Manager. The key must be returned to the Front Desk by the owner upon vacating the Wood Shop. An owner may forfeit that owners' use of the wood shop to a designated tenant. Such arrangements must be formalized with the Manager. (Amended 4/30/03)
9. For adequate hallway ventilation the doors on the mauka end of the hallway shall remain open at all times, utilizing the magnetic latches. During periods of high wind they may be closed. (Amended 11/29/04)
10. Exterior surfaces of hallway entry doors may not be painted, stained, laminated, or otherwise treated which will change the appearance of the door. No alteration shall be made to the surfaces surrounding the doorway. (Adopted 8/5/08)

11. Any new flooring must not be visible from the exterior of the door. Threshold must not extend beyond the door jamb. (Adopted 8/5/08)

IV. COMMUNITY ROOM AND CONFERENCE ROOM

1. The Community Room ("Party Room") on the Garden Level shall be under the immediate supervision of the Manager who shall make it available to **authorized owners** and/or residents of "1350" on a "first-come, first-served" basis for private parties, meetings, and other social functions. Reservations for use of the Community Room and/or Conference Room must be arranged in advance at the Front Desk, and a maximum occupancy of seventy-five (75) persons is allowed in the Community Room. The Conference Room, which is next to the Manager's office, is for a maximum of 10 persons. **The Party Room may be reserved for use between 8:00 a.m. and 10:00 p.m. Sundays through Thursdays, and between 8:00 a.m. and 11:00 p.m. on Fridays, Saturdays, and on the day preceding holidays. The authorized user/resident must complete the clean-up of the Party Room no later than 10:00 p.m. and 11:00 p.m., respectively.** (Amended 4/25/90, 5/30/01, and 4/30/03)
2. The resident who is sponsoring any function in the Community Room and/or Conference Room must be personally acquainted with any and all non-residents who will be in attendance. Any exceptions to this policy must have the written approval of the Manager. (Adopted 3/29/89, amended 1/28/98, and 4/30/03)
3. The Community Room and/or Conference Room shall not be used for any profit-making or commercial purposes. It may be used for political meetings only when attendance, with the exception of the politician(s), is restricted to occupants of "1350". An exception to this rule can be made by an application to the Board and approved by the whole board at a regular meeting of the Board. Exceptions to be considered are single events such as lectures which would benefit the residents wherein the leader would be charging a fee. Each such request would be considered on a case by case basis. (Adopted 1/29/79, Amended 4/30/03, and August 5, 2008.)
4. A deposit of \$50.00 shall be made with the Manager to cover any damage which may occur and/or cost of "1350's" employees cleaning the Community Room and/or Conference Room, if required. The Manager shall determine the extent of damage or cleaning required as well as the amount to be refunded from the deposit. The Board of Directors may assess charges for damages in excess of the initial deposit. The key to the Community Room and/or Conference Room must be obtained from the Front Desk and returned by the person authorized to use the Room. Inspection of the condition of the Room will be made jointly at such times. (Adopted 1/29/79 and Amended 4/30/03 and 5/25/05)
5. To avoid possible damage to the Community Room and/or Conference Room, any decorating of the Room must have the prior approval of the Manager. (Adopted 1/29/79)
6. A charge will be made for "no-host" affairs in the Community Room and Conference Room such as office parties where the sponsoring resident must attend the entire affair and know most of the guests. These charges per event, which are in addition to cleaning deposits, etc. are as follows:

<u>No. of Attendees</u>	<u>Without Food/Drink</u>	<u>With Food/Drink</u>
Less than 20	\$5.00	\$10.00
21 thru 40	10.00	20.00
41 thru 60	20.00	40.00
Over 60	30.00	60.00

Any exception to the above schedule must be approved by the Board of Directors in advance.
(Amended 4/25/90, 1/28/98, and 4/30/03)

7. No noisy function of any kind will be permitted.
8. Furnishings of the Community Room and/or Conference Room are not to be removed.
(Amended 4/30/03)
9. The individual making the reservation will be held responsible for damage, breakage and/or disappearance of any Community Room or Conference Room Furnishings. (Amended 4/30/03)
10. The Association of Owners of 1350 Ala Moana is not responsible for any personal property left in the Community Room and/or Conference Room or for any personal injuries incurred during the hours of any scheduled function taking place in the Community Room or Conference Room. (Amended 4/30/03)
11. Pets are not allowed in the Community Room or Conference Room. (Amended 4/30/03)
12. The 1350 Association of Apartment Owners (1350 AOA) has a standing reservation for the use of the 3rd floor Party Room for a building-wide social event on July 4 and New Year's Eve (December 31). However, if 1350 AOA has not publicized its sponsorship of a July 4 or New Year's Eve social event by 5:00 p.m. on May 4 and October 31, respectively, then residents may reserve the Party Room in accordance with 1350's standard procedure. (Amended 4/30/03)

V. LANAIS AND LEDGES

1. Only appropriate furniture and small plants shall be placed on lanais, and any unsightly or disturbing items shall be removed at the request of the Resident Manager. Small trees or plants over 5-feet high which may shed leaves on other lanais or encourage nesting of birds are not permitted. All plants shall be placed in containers so as to prevent the dripping of water or soil onto other apartments or the common areas and no excessive watering should be carried out. (Amended 5/29/85 and 10/29/97)
2. Towels, bathing apparel, clothing and other unsightly objects shall not be placed on lanais or windows so as to be in view from outside the building or from any other apartment.
3. The throwing of cigarettes, matches or any other objects from lanais, windows or fire escape balconies or the use of any type of fireworks, including sparklers, anywhere within the building or on the building grounds is expressly prohibited. (Amended 1/29/79)
4. No barbecuing is permitted on any apartment lanais.

5. Appropriate banners commemorating holidays or festivals may be displayed on the celebrated day. The United States and Hawaii State flags may be displayed at all times. (Adopted 1/29/79)
6. Birds shall not be fed on lanais or window ledges, nor shall any structure or plants be placed or left on lanais or window ledges which might encourage the nesting of birds. Owners of unoccupied units shall take action to make sure that no bird nesting occurs.(Adopted 1/29/79, amended 10/29/97)
7. Care must be taken when cleaning lanais and window ledges to prevent water from dripping or pouring onto other lanais or window ledges or running down the exterior of the building. (Amended 1/29/79 and 10/29/97)
8. Lanai windbreaks of 1/8 inch or thicker clear plastic sheets installed with aluminum fastenings are approved. The plastic is to be fastened on the inside of the lanai railing. No other finish or decoration of any kind is permitted on the clear plastic sheets. (Adopted 1/29/79)
9. Lanai sun awnings of the design and material approved by the Board of Directors and available from a vendor approved by the Manager may be installed. No other style or design awnings are authorized for installation, and any nonconforming awnings are to be replaced only with the approved type. (Adopted 1/29/79 and amended 8/5/08)
10. When an awning is installed, the owner shall assume responsibility for proper maintenance. Awnings which present an unsightly appearance because of dirt, rips in the material, or for any other reasons, shall, upon written request by the Manager, Board of Directors or the Managing Agent, be cleaned, repaired, or removed immediately. (Adopted 1/29/79)
11. Antennas and similar structures placed on the lanais must comply with the requirements contained in Appendix A. (Adopted 1/28/98)
12. 1350 Ala Moana periodically arranges for cleaning windows and ledges. Anti-pigeon netting of lanais is prohibited. Existing anti-pigeon netting of the lanais must be kept clean and may not be replaced when worn or damaged. (Adopted 05/25/05. Amended 8/5/08)
13. As a health and safety measure, owners/residents are responsible for keeping lanais clean and free of debris. (Adopted August 5, 2008)

VI. LANAI AWNING SPECIFICATIONS

1. Awning material must be white canvas, vinyl or beige mesh. (Amended 4/30/03)
2. Awnings to be secured to lanai ceiling either directly inside or outside light fixture (owner's preference).
3. Bottom of awning is to be free of the railing and only attachable by ropes when awning is lowered.

VII. BUILDING MODIFICATIONS

1. No alterations, installations, additions or changes of any nature whatsoever shall be made to the building exteriors, or which are visible from the exterior, except in accordance with the standards therefore established by the Board of Directors or in accordance with specific plans, prepared by a licensed architect if so required by the Board, and in all cases approved in writing by the Board. The Board of Directors has the specific authority to permit a handicapped person to make reasonable modifications to the apartments and common areas, at the expense of the handicapped person, if such modifications may be necessary to afford a handicapped person full enjoyment of the premises. (Amended 4/25/90)
2. No signs, signals or lettering of any type shall be inscribed or exposed on any part of the building exterior or in the interior corridors.
3. Portable "window" type air conditioning units may be installed only in the lower portion of bedroom or living room windows and shall not extend beyond the window ledge. Condensation from air conditioners must not be permitted to run down the outside of the building or to drip from ledges or lanais. Netting and other devices to discourage birds are permitted if approved by the Manager. No other objects shall be erected, placed or left on the window ledges. (Amended 1/29/79 and 5/25/05)
4. Air conditioning devices cooled by water are not approved for installation or replacement of existing units. (Adopted 1/29/79)
5. No projection of any kind will be erected or maintained outside the physical confines of an apartment, except as provided for by the 1350 Ala Moana Antenna Policy contained in Appendix A. (Amended 1/29/79, 11/26/97 and 1/28/98)
6. No draperies shall be permitted which are visible from the exterior of the building. No under drapes shall be permitted which differ in color from the neutral casement draperies originally provided with the apartment. Wooden blinds that are neutral in color shall be permitted. Only selected window tinting approved by the Board shall be authorized. (Amended 5/25/05)
7. Except in emergencies, water shutdown requests for repairing and/or remodeling by a licensed contractor, who has provided a copy of his license and written description of the work to the Manager, will cost \$30 for each shutdown; normally require a 2-day lead time (preferably before Tuesday of the desired week); are to occur Monday-Friday for a normal maximum of 3 hours between 8:30 a.m. and 3:00 p.m.; and are to be approved and coordinated by the Manager. The Manager is to notify all Residents affected by the shutdown in writing 2-days in advance. (Adopted 10/29/97, amended 1/28/98, 4/30/03, and 5/25/05)
8. Apartment renovation plans are to be submitted to the Manager for approval by the appropriate Board Committee. Owners of apartments undergoing renovation are responsible to insure compliance with 1350 Ala Moana Contractor Rules and Regulations contained in Appendix B. (Adopted 10/29/97, amended 1/28/98)

VIII. PLUMBING

1. High pressure inlet hoses for washing machines are mandatory. These Flood Check hoses are available from the Manager at cost. They may be installed by the resident or a plumber. (Adopted August 5, 2008)
2. Appropriate shutoff valves may be installed at the owner's expense to control hot and cold water to bathrooms so that future shutdowns can be effected within the unit. (See the Manager for details.) (Adopted August 5, 2008)

IX. SWIMMING POOL, SPA, EXERCISE ROOM AND GARDEN LANAI

1. A resident or **non-resident owner whose unit is not rented**, or otherwise occupied, is allowed **four guests per unit** at the swimming pool and spa area. Prior approval from the Manager is required for **more than four guests** per apartment. See section I, Paragraph 22 regarding resident's responsibility for guests' conduct. (Amended 1/29/79, 5/30/01, 4/30/03, 5/25/05 and August 5, 2008)
2. Hours for recreational facilities on the third floor are from 5:00 a.m. to 10:00 p.m. Sunday through Thursdays, and between 5:00 a.m. to 11:00 p.m. on Fridays, Saturdays and any night prior to an observed holiday. **The pool and spa will be closed from 7:30 a.m. to 8:30 a.m. daily, for cleaning.** (Amended 6/28/89, 10/29/97, 5/27/98, 2/24/99 5/30/01, 4/30/03, and 5/25/05, and 8/5/08)
3. There is no lifeguard on duty at the pool and spa. All people using the pool and spa do so at their own risk. For health and safety reasons, non-swimmers and poor swimmers must be accompanied by a competent swimmer of good judgment. (Adopted 4/25/90, amended 5/27/98)
4. Inexperienced swimmers needing help while swimming may use flotation devices that fit on their arms. No other flotation devices are allowed. Inexperienced swimmers must be supervised by an adult.
5. No "horseplay" shall be allowed in the pool, spa or surrounding area. (Amended 5/27/98)
6. All swimmers shall use the poolside shower to remove suntan lotions, oil, etc., before entering the pool and spa. Towels to keep bodies from contact with the plastic webbing shall cover poolside chairs and chaises. Swimmers shall dry themselves completely before leaving the pool and spa area. Bathers must dry off thoroughly before entering the building and elevators. Any dripping in elevators or hallways must be wiped up immediately by those responsible. (Adopted 1/29/79 and Amended 5/27/98)
7. Hairpins or other metal objects cannot be tolerated in the pool or spa because they can rust-stain the paint surfaces. Coins, keys or other objects are not to be thrown into the pool or spa. (Amended 5/27/98)

8. In the interest of health and safety, no person with bandages or open wounds of any type or an incontinent child or adult may use the pool or spa. All residents and guests are reminded that the State of Hawaii Department of Health Regulations state that:
 - (a) All persons known to be or suspected to be afflicted with infectious or communicable disease, suffering from a cough, cold or sores, etc., or wearing bandages, shall be excluded from the swimming pool or spa.
 - (b) Spitting, spouting of water, blowing the nose in the pool or spa are strictly prohibited. (Adopted 5/27/98)
9. No containers, tumblers, drinking glasses, or other items made of glass shall be permitted in the fenced swimming pool and spa area. (Amended 5/27/98)
10. Eating or smoking in the pool and spa area or Exercise Room is prohibited. (Adopted 5/27/98, Amended 5/30/01 and 4/30/03)
11. All persons shall wear appropriate attire in the pool and spa area. Babies must wear clean diapers and rubber/plastic outer pants when in the pool. Babies and infants are not allowed in the spa due to health risks associated with small children being immersed in hot water from the spa. Cover-ups and footwear are required when walking to and from apartments. (Adopted 4/25/90 and Amended 5/27/98)
12. In order to protect the safety of building occupants and the building itself, and to decrease the noise in the lawn area, ball playing of any type and the use of other flying objects such as model airplanes, boomerangs, frisbees, etc., are prohibited anywhere on the premises.
13. The safety equipment provided at the pool area shall not be used for any other purpose. (Amended 1/29/79)
14. The barbecue areas on the Garden Level are available **from 5:00 a.m. to 10:00 p.m. Sundays through Thursdays, and between 5:00 a.m. to 11:00 p.m. on Fridays, Saturdays and the day preceding holidays**, for authorized owners and residents to use on a “**first-come, first-served**” basis. Fire or glowing coals shall not be left unattended due to fire hazard. Check all appliances to ensure everything is turned OFF when leaving. (Amended 5/30/01 and 5/25/05)
15. Furniture in the pool and spa area shall not be removed. (Amended 5/18/83 and 5/27/98)
16. The Exercise Room is available to adult residents and those persons whose parents or guardians approve their use of the facilities. Only registered guests are permitted. The use of the equipment is at the residents’ own risk and the Association accepts no liability. Excessive noise such as the loud TV or allowing the weights to slam should be avoided, particularly prior to 7:30 a.m. or after 9:00 p.m. A towel must be used to wipe off the equipment after use. Appropriate clothing and footwear (athletic shoes) are required. (Adopted 9/25/02, Amended 4/30/03, 5/25/05 and August 5, 2008)

X. GARBAGE/TRASH/RECYCLABLE MATERIALS

1. Glass bottles larger than one (1) quart (or one liter) shall be placed in the covered trash container in the trash room on each floor. Any garbage your disposal will not handle as well as all trash should be bagged or wrapped and deposited in the trash chute (NOT IN THE TRASH CONTAINER).
2. Boxes, cartons, cardboard items, or other objects too large to fit easily into the trash chute opening shall be taken to the main trash room in the garbage area on the second floor and placed in one of the dumpsters. (Amended 4/25/90)
3. Recyclable materials described below should be separated from other refuse and disposed of as follows: (Adopted 9/25/91)

Newspapers (but not magazines or books) should be neatly stacked in the plastic basket located in the trash room on each floor.

Aluminum Cans (e.g., beer and soda) should be rinsed and placed in the covered container in each trash room also used for oversize glass bottles (see paragraph 1 above).

Supplemental instructions governing these and other recyclable materials may be issued from time to time via newsletters, bulletin board notices, or other means.

4. The plastic basket and the covered container in each trash room will be used only for the purposes stated above and NOT for any other refuse. (Adopted 9/25/91)
5. The trash chute shall not be used before 7:00 a.m. or after 10:00 p.m. (Adopted 9/25/91)

XI. PARKING AREAS

1. All apartments have assigned parking spaces. Residents shall not use other than these spaces at any time without prior permission. No cars may be parked or left unattended at the lobby entrance or in the entry doorway. The parking stall at the Trash Room (Space #206) shall be vacated whenever necessary to permit the handling of trash and trash containers. (Adopted 5/29/97)
2. Guest parking stalls are not available on the premises. Courtesy parking for visitors may be available in the entry driveway, alongside the canopy. If demand for spaces warrants, a 20-minute limit will apply. For longer periods, or if driveway space is not available, owners should instruct their guests where to park off the premises. (Amended August 5., 2008)
3. When workmen are performing work in an apartment, the owner shall advise them to use his parking stall or to park off the premises.

4. Automobiles shall be centered in parking spaces (and if space permits, side-by-side or in tandem) so as to prevent crowding of adjacent spaces and blocking of common areas. (Amended 1/28/99, 4/30/03, and 5/25/05)
5. Violators of parking regulations are subject to having their cars towed away at their own expense.
6. Automobiles shall not be washed on the premises. Owners cleaning or polishing cars shall clean the area thoroughly before leaving.
7. Extensive repairs to vehicles, boats, surfboards or other equipment shall not be permitted in the parking areas. (Amended 9/25/91)
8. Automobile identification decals will be issued to all 1350 residents by the Manager and shall be affixed to the lower right corner (passenger side) of the front windshield. All residents are requested to furnish their automobile license plate number to the Manager.
9. Safety to persons and property must be primary consideration in operation of automobiles within the building. Lights shall be used while operating vehicles within the parking garage. Extreme caution must be exercised to avoid injury to persons on foot, particularly in the area of the crosswalks on both garage levels. Vehicles shall make a full stop at each stop sign. (Adopted 10/01/80 and Amended 4/30/03)
10. Residents desiring to park their bicycles in the parking area shall register the bicycles with the Manager. All new residents should register their bicycles prior to parking them in the parking areas. Some form of security should be provided by the owner (chain, lock, etc.). Bicycles should not be transported on an elevator. The Association assumes no liability for bicycles or surfboards kept in the parking areas. (Amended 4/25/90 and 10/29/97)
11. All vehicles must be clean and in operable condition. (Adopted 10/01/82)
12. Parking stalls are for vehicles only, and shall not be cluttered with anything else. (Adopted 10/01/82)
13. "Mopeds" and "motorcycles" are classified as "vehicles" for purposes of these Rules and Regulations. (Adopted 8/31/88)
14. Mopeds and motorcycles may be parked in an apartment's assigned stall anytime they are completely within the boundaries of the stall. With the Manager's permission, mopeds may also be parked such that they can be attached to a railing for security purposes. (Adopted 8/31/88, Amended 10/29/97, 1/28/98 and 5/25/05)
15. There is a limited amount of common area in the garage which is specifically designated as parking area for mopeds and motorcycles. However, prior approval must be given by the Manager and will be on a "first come, first served" basis. (Adopted 8/31/88, amended 1/28/98)
16. Mopeds and motorcycles must be registered as a vehicle at the Front Desk when they are to be parked "on property" on a permanent basis. (Adopted 8/31/88)

17. The Manager reserves the right to rescind any approval given an individual for parking a moped or motorcycle in a designated parking area, as described above, if, in his or her judgment, the parking of such a vehicle proves to be a physical inconvenience to other residents of 1350 Ala Moana. (Amended 4/30/03)
18. The Manager has established appropriate procedures for temporary overnight courtesy parking in the lower level Sears parking lot. A limited number of overnight parking passes are available to be checked out at the Front Desk on a nightly basis. (Adopted 5/25/05)

XII. STORAGE LOCKERS

1. Material shall be stored only within assigned storage lockers.
2. The keys to the storage locker rooms are available from the Manager or Operations Assistant on a 24-hour basis, and they shall be returned immediately after use. (Amended 1/28/98 and 4/30/03)
3. Flammable liquids or other materials deemed hazardous to life or property shall not be stored in lockers.
4. Surfboards and similar bulky objects shall be kept only in storage lockers or in an assigned slot in the surfboard rack and shall not be carried through the lobby or in elevators at any time. (Amended 10/29/97)
5. Appliances stored in the storage lockers shall not be plugged into electrical sockets. (Amended 1/29/79)
6. Items shall not be stored to a height above the crosspiece of the locker in areas having a sprinkler system. (Fire Department requirement.) (Adopted 10/02/82)

XIII. PETS

1. No pets are permitted except those registered with the Manager's Office as of December 6, 1990. An owner or tenant may replace such a registered pet with a similar pet upon the death of the registered pet. The owner or tenant must register the replacement pet with the Operations Assistant on duty. (Amended 5/18/83, 9/25/91 and 1/28/98)
2. All pets permitted under paragraph 1 must be carried through the halls, elevators, lobbies and garages. (Adopted 1/29/79)
3. All pets shall be walked off the premises and not on the Garden Level.
4. Any pet which causes a nuisance or unreasonable disturbance to any resident of the building shall, upon notice by the Board of Directors (or the Managing Agent), be immediately and permanently removed from the premises. (Adopted 1/29/79)

5. A visually handicapped person may have one seeing-eye dog, a hearing impaired person may have one signal dog, and a disabled person may have one service animal, which need not be carried while guiding its handicapped owner. A signal dog is a dog that is trained to alert a hearing-impaired person to intruders or sounds. A service animal is an animal trained to provide those life activities limited by the disability of the person. (Adopted 4/25/90, amended 1/28/98)

APPENDIX "A": ANTENNA POLICY

I. RESTRICTIONS ON ANTENNA, SATELLITE DISH, AND SIMILAR STRUCTURES

A. Introduction.

This Section is adopted by the Board of Directors pursuant to Hawaii Revised Statutes §514A-89, Article V, Sections 1(c) and (e), and Article X, Section 1 of the By-Laws. The Board of Directors recognizes that the Federal Communications Commission has adopted Regulations that purport to preempt part of Article V, Sections 1(c) and (e) of the By-Laws. It is intended that these rules comply with all lawful provisions of the Federal Communications Commission regulations.

B. Definitions.

1. "Reception Antenna" means an antenna, satellite dish, or other structure used to receive video programming services intended for reception in the viewing area and/or designed to receive or transmit fixed wireless signals. Examples of video programming services include direct broadcast satellite services, multipoint distribution services, and television broadcast signals. Fixed wireless signals means any commercial non-broadcast communications signals transmitted via wireless technology to and/or from a fixed customer location. Examples include wireless signals used to provide telephone service or high speed internet access to a fixed location. "Reception Antenna" does NOT include among other things, Amateur ("HAM") radios, citizens Band ("CB") radios and Digital Audio Radio Services ("DARS"), AM/FM radio signals. The mast supporting the Reception Antenna, cabling, supports, guy wires, conduits, wiring, fasteners, bolts or other accessories for the Reception Antenna is part of the Reception Antenna. A Reception Antenna that has limited transmission capability designed for the Viewer to select or use video programming is a Reception Antenna provided it meets Federal Communications Commission standards for radio frequency radiation.
2. "Similar Structures" are any structure, device, or equipment that is similar in size, weight, and appearance to a Reception Antenna.
3. "Transmission Antenna" means any antenna, satellite dish, or structure used to transmit radio, television, cellular, or other signals other than a Reception Antenna. An antenna that is used in conjunction with a Reception Antenna is not a transmission Antenna if it:
 - Meets all requirements for Reception Antennas and Similar Structures;
 - Is necessary to enable the viewer to select the video programming the viewer will receive on the Reception Antenna;
 - Transmits no signals other than those necessary to allow the viewer to select the video programming the viewer will receive on the Reception antenna; and
 - Is no larger than necessary to transmit the video programming of the viewer.

4. "Exclusive Use Area" means any portion of the resident's apartment or any portion of the limited common element as defined in the Declaration which is appurtenant to the resident's apartment.
5. "General Common Element" means any common element not a limited common element appurtenant solely to the resident's apartment. Residents do not have the exclusive use or control of any of the general common elements.

C. Location, Size and Number Restrictions.

1. Transmission Antennas are prohibited unless approved in writing by the Board of Directors prior to installation. The Board has the sole discretion in granting or denying the installation of a Transmission Antenna. If a Transmission Antenna is permitted by the Board, it shall, at a minimum, comply with the requirements for Similar Structures. The Board may place additional conditions and requirements on the installation of Transmission Antennas.
2. No resident shall install or maintain Reception Antennas or Similar Structures on the Project except for Reception Antennas located on the resident's Exclusive Use Areas.
3. A Reception Antenna or Similar Structure which encroaches on the air space of another Owner's apartment or limited common element or onto the General Common Elements does not comply with this rule.
4. Reception Antennas or Similar Structures must be placed in areas that are shielded from view from outside the Project or from other Units to the extent possible and consistent with their purposes; provided that nothing in this rule shall require a Reception Antenna to be shielded from view: (1) if it precludes reception of an acceptable quality signal unless no acceptable reception is available in any Exclusive Use Area; (2) if it would unreasonably increase the cost of installation; or (3) if it would unreasonably delay the installation, provided further that screening may be required by the Board after the installation if it would not unreasonably impair the installation, maintenance or use of the antenna or similar structure. Reception Antennas shall be placed in the first of the following locations which allows reception of a signal of acceptable quality without unreasonably increasing the cost of the installation or unreasonably delaying the installation.
 - b. Within the apartment;
 - c. Within the lanai below the top of the railings/walls of the lanai as far away from the edges of the lanai as is possible; or
 - d. Within the lanai above the top of the railings/walls of the lanai as far away from the edges of the lanai as is possible.
5. Reception Antennas and Similar Structures shall not be placed in areas where it blocks fire exits, walkways, ingress or egress from an area, fire lanes, fire hoses, fire extinguishers, safety equipment, electrical panels, water shut-off valves or other

areas necessary for the safe operation of the Project. The purpose of this rule is to permit evacuation of the Units and Project and to provide clear access for emergency personnel.

6. Reception Antennas and Similar Structures shall not be placed within two feet of electric power lines and in no event shall they be placed within an area where it can be reached by the play in the electric power lines. The purpose of this rule is to prevent injury or damage resulting from contact with the power lines.
7. Reception Antennas shall be no larger than necessary for reception of an acceptable quality signal; provided that under no circumstances shall Reception Antennas for direct broadcast satellite services be larger than one meter in diameter.
8. Masts shall be no taller than necessary for reception of an acceptable quality signal; provided all masts taller than 12 feet if mounted above the first floor of the building shall require the prior written approval of the Board. The Owner shall provide detailed plans and specifications for the installation. The purpose of this rule is to address safety concerns relating to wind loads and the risk of falling structures. These safety concerns are heightened whenever structures are installed on a tall mast substantially above ground level.
9. No resident may install more than one (1) television antenna or more than one (1) antenna from any video programming service provider.

D. Installation.

1. Installation of Reception Antennas and Similar Structures shall be by a qualified person knowledgeable about the proper installation of Reception Antennas and Similar Structures. The purpose of this rule is to promote the proper and safe installation of Reception Antennas and Similar Structures.
2. The installer of Reception Antennas or Similar Structures shall, prior to installation, provide the Association with evidence of insurance and name the Association as an additional insured. The insurance shall meet the following minimum limits:
 - a. Commercial General Liability (including Completed Operations):
\$1,000,000.00 and
 - b. Workers' Compensation: Statutory Limits.
3. Installation of a Reception Antenna or Similar Structure shall be in accordance with all applicable building, fire, electrical and related codes and a building permit shall be obtained if required by law.
4. Unless contrary to law or these rules, installation of Reception antennas or Similar Structures shall be in accordance with the manufacturer's installation specifications. The installer shall have a copy of such specifications on site at all times during the installation. A copy of the specifications shall be provided to the Association within 72 hours of the installation.

5. Wiring from the Reception Antenna to the television set(s) shall be installed so as to be minimally visible and blend into the material to which it is attached.
6. There shall be no penetrations of the walls, floors or ceilings of the building unless it is necessary to permit the reception of an acceptable signal, prevent an unreasonable delay in the installation, or to prevent an unreasonable increase in the cost of the installation of the Reception Antenna. The following devices shall be used unless it would prevent the reception of an acceptable signal, prevent an unreasonable delay in the installation, or unreasonably increase the cost of installation of the Reception Antenna:
 - a. Devices which permit the transmission of signals from one face of a glass pane to the other without cutting or drilling a hole through the glass pane;
 - b. Devices which permit the transmission of signals from one face of a wall to the other face without cutting or drilling a hole through the wall;
 - c. Devices which permit the transmission of signals from the Reception Antenna to the television set through or over the air signals; and
 - d. Existing wiring for transmission of video programming signals.
7. If penetrations of the walls, floors or ceilings of the building are necessary to permit reception of an acceptable signal, prevent an unreasonable delay in the installation, or to prevent an unreasonable increase in the cost of installation of a Reception Antenna, the penetrations shall be properly waterproofed or sealed in accordance with acceptable industry standards and applicable codes. The purpose of this rule is to prevent structural damage to the building.
8. If Reception Antennas or Similar Structures are visible from outside the apartment, they must be painted to match the color of the building or some other approved color as determined by the Board. In addition, the Board may require a resident to install inexpensive screens or plants to shield the Reception Antenna from view. Such a requirement may be imposed by the Board at any time.
9. In the event the addition of any screening would unreasonably increase the cost of installation, the Association, at its option, may pay for a portion of the cost of the screening and the Owner shall permit the screening to be installed.
10. Any resident installing, maintaining, or using a Reception Antenna shall do so in such a way that it does not damage the General Common Elements or the Units, void any warranties of the Association or other Owners, or impair the water tight integrity of the buildings.
11. Reception Antennas and Similar Structures shall be securely installed and masts shall be constructed of corrosive-resistant noncombustible materials. If necessary for a secure installation, the Reception Antenna and Similar Structure shall be secured to the Exclusive Use Area and have guy wires securing the device to the Exclusive Use Area. Guy wires, bolts, and similar items may not be attached to the General Common Elements or other apartments. The purpose of this Rule is to prevent the falling or other movement of structures.

12. For safety concerns relating to electricity and lightning, all Reception Antennas and Similar Structures shall be permanently and effectively grounded.
13. The Association, in the sole discretion of the Board, may provide video programming signals to the residents as a common expense. A Reception Antenna shall not be installed to receive a video programming signal that is provided by the Association.

E. Maintenance and Repair.

1. The Owner shall be responsible for the maintenance of any Reception Antenna or Similar Structure installed by the Owner or one of the Owner's residents. Maintenance and repair shall include, but not be limited to:
 - a. Reattachment or removal within 72 hours of dislodgement from its original point of installation.
 - b. Repainting or replacement, if for any reason the exterior surface of the Reception Antenna or Similar Structure becomes worn, disfigured or deteriorated.
 - c. Repair or replacement, if for any reason the Reception Antenna or Similar Structure no longer retains its original condition.
 - d. Repair or replacement to prevent the Reception Antenna or Similar Structure from becoming a safety hazard.
2. Should the Owner fail to properly maintain the Reception Antenna or Similar Structure, the Association may, after notification to the Owner, take such action, legal or otherwise, as permitted by Declaration or statute.
3. Except in an emergency situation, the Board shall notify the Owner, in writing, that the Reception Antenna or Similar Structure requires maintenance, repair or replacement, and that such maintenance, repair or replacement must be completed within 30 days of such notification unless extended by the Board.
4. If any required work is not completed within the time period for completion of the repair, maintenance or replacement, the Association may remove and/or repair the Reception Antenna at the expense of the Unit Owner, such expense being added to the Owner's assessment.
5. The Owner of the apartment or Exclusive Use Area in which the Reception Antenna or Similar Structure is located is responsible for all costs associated with his Reception Antenna, including, but not limited to, costs to: (a) repair, maintain, remove and replace the Reception Antenna; (b) repair damages to the common elements, the Unit, other Units and other property caused by the installation, existence or use of the Reception Antenna; (c) pay for medical expenses incurred by persons injured by the installation, existence or use of the Reception Antenna; and (d) reimburse residents or the Association for damages caused by the installation, existence or use of the Reception Antenna.

6. It shall be the Owner's responsibility to remove any Reception Antenna or Similar Structure when the Association maintains, repairs or replaces building components if the removal is necessary for the orderly completion of the work. Such removal shall take place within 72 hours of written notification, except in emergency conditions, when removal shall take place immediately. The cost of removal and replacement shall be the responsibility of the Owner.
7. Should the Owner fail to remove the Reception Antenna or Similar Structure in a timely fashion, the Association may remove it at the expense of the Owner and the Association shall not be responsible for any damage to the Reception Antenna or Similar Structure.
8. In the event the Owner removes a Reception Antenna or Similar Structure, the Owner shall promptly restore the property to its original condition.

F. Process and Procedure.

1. In the event of a violation of these rules, the Association may bring an action for declaratory relief with the Federal Communications Commission or any court having jurisdiction over the matter. To the extent permitted by law, the Association shall be entitled to reasonable attorneys' fees and costs and expenses if the regulation is validated. In addition, the Association may seek injunctive relief.
2. Prior to the commencement of the installation of any Reception Antenna or Similar Structure, a copy of the Notification Form attached hereto shall be submitted to the Manager.

**NOTIFICATION FORM
INSTALLATION OF RECEPTION ANTENNAS
AND SIMILAR STRUCTURES**

NOTE: This form must be completed and returned prior to the installation of an antenna.

Owner's Name: _____

Mailing Address: _____

Phones: Home: _____ Work: _____

Unit Address: _____

Type of satellite dish or antenna to be installed (check any that apply):

- DBS satellite dish – 1 meter or smaller (e.g. Alpha Star)
- MMDS antenna (wireless cable) – 1 meter or smaller (e.g. O`ahu Wireless)
- Television antenna

Installation will include a mast: No Yes

If yes, insert total height of mast: ___ feet. (Note: mast may not exceed 12 feet above the first floor without obtaining prior approval of the Board.)

Installation of the dish or antenna will be done by:

Name: _____

Address: _____

Phone: _____ Date of installation: _____

You must attach the certificate of insurance for the installer naming the Association a Named Insured.

Attach a drawing showing the exact location of the Reception Antenna or similar structure and attach a diagram or drawing of the installation.

Does the location of the dish or antenna comply with the Association's House Rules?

Yes No (If no, state in detail the reason for non-compliance on a separate sheet of paper.)

I acknowledge that I have read, understand and have complied or will comply with the Association's House Rules on antennas to the extent required by law. I further agree to be responsible for any and all costs associated with the antenna and will indemnify and defend the Association for any claims arising from my antenna

Owner's Signature: _____

Date: _____

APPENDIX "B": CONTRACTOR RULES AND REGULATIONS

I. EXEMPTIONS

Activities not requiring the services of a licensed contractor (such as painting, wallpapering, installation of carpets; TV repairs; exchanging appliances when no new plumbing is required; hanging fixtures when no new electrical outlets are required; window washing; rug cleaning; servicing air conditioners; and moving furniture in or out of the building) are exempted from this part of the House Rules, entitled *Contractor Rules and Regulations*. However, all other parts of these House Rules, including, but not limited to, those governing elevator use, parking, cleanup, or debris and packaging removal (including those sections with provisions similar or identical to those herein) will be in force.

II. RULES AND REGULATIONS

All remodeling, repair and alteration to the individual units must comply with the Declaration of Condominium Property Regime; the Bylaws; and the House Rules.

III. CODES

Changes to any unit must comply with Federal, State and City building, health and safety codes.

IV. METHOD OF PROCEEDING

A preliminary description of the plans must be submitted in writing to Management. This step can be carried out without detailed plans, architectural drawings, permits, etc. Management will review the submittal to see if there are any areas of concern. The Board may ask the owner to submit a **DETAILED DESCRIPTION**, including plans, drawings and specifications, to Management for processing by the Board of Directors. Plans should include any changes to internal partitions, water lines, electrical power lines or plumbing systems. The proposal should include any information about handling hazardous materials and the cost of the project. Also included should be the name of the contractor, license number, and evidence of the contractor's liability and workers' compensation insurance. Management and the Board require a minimum of 10 working days to process this information. If denied, Management will give written reasons for the denial. The owner has the right to resubmit his application and ask for a hearing from the Board. (Amended 4/30/03 and 5/25/05)

V. PROJECTS INVOLVING INVASION OF COMMON AREAS

A. Security Deposit

The following paragraph applies to any reconstruction, alteration or repair which requires invasion of the common areas and limited common areas as defined by the Condominium Property Regime currently in effect.

Before any work commences, the owner will post a security deposit of 5% of the cost of the project (with a minimum of \$2,500) unless waived or reduced by the Board of Directors. The deposit will be refunded, without interest, when the work is completed and the unit has been

1) approved by the cognizant Federal, State, City or other authorities as evidenced by copies of the approvals; and 2) upon inspection by Management. In the event that there is damage to the common areas or serious violation of the agreed regulations, Management may withhold any reasonable amount of the Security Deposit in remediation.

This deposit must be delivered to and received by Management before work begins.

VI. ALL PROJECTS

A. Working Hours

Workers, tradesmen, or vendors will normally only be permitted on the premises between 8:00 a.m. and 6:00 p.m., Monday through Friday, unless there is an emergency. **If regular work is unable to be performed within the normal workweek, the Manager may approve workers, tradesmen, or vendors to work on Saturdays, but only between 9:00 a.m. and 6:00 p.m. At no time are they permitted to work on Sundays or Holidays.** (See Management for list of Holidays). (Amended 5/30/01, 4/30/03, and 5/25/05)

B. Permit

A copy of all electrical, plumbing or mechanical permits must be given to Management prior to starting work on those systems. Obtaining permits is the responsibility of the owner. All such work must be done by a licensed contractor.

C. Use of Elevators

The contractor or other workers must make advance arrangements (a minimum of 24 hours) and coordinate work schedules with Management so that protective wall and floor pads can be placed in the elevator before tools, materials or other equipment is moved between floors. The elevator shall be released as soon as the transfer of materials or tools is complete. Elevators, other than the one set up for the contractor, are reserved for the use of the residents and guests.

D. Access

ALL workers shall enter the building through the upper garage entrance and shall sign in and out with the Operations Assistant on duty. (Amended 4/30/03)

E. Parking

Vans, trucks and waste bins must be parked as directed by the Operations Assistant, including when unloading and loading in the entrance drive area. Any permits needed from the City to park on the streets during work are the responsibility of the contractor or the owner of the unit. (Amended 4/30/03)

F. Carts

Contractors, tradesmen and vendors will provide their own equipment. Shopping carts, hand trucks and pushcarts belonging to 1350 are not to be used by contractors, tradesmen or vendors.

G. Storage of Materials and Equipment

All tools, materials and other equipment being used in a project shall be located within the unit and not placed in the hallways or in the common areas. No tools, materials or other equipment shall be leaned against common walls, doors or other surfaces. No flammable materials are to be stored in the unit overnight.

H. Removal of Debris

Debris resulting from work shall be carefully removed on a daily basis. Debris shall not be placed in the condominium debris boxes or sent down the trash chutes. The owner of the unit is responsible for all charges, including permits if any, relating to the proper disposal of debris.

I. Common Area Cleanup

Dust and other debris resulting from the work will be removed from all common areas, including carpets, on a continuing basis as the work progresses and not only at the end of the day. If 1350 Ala Moana staff must clean up such debris, the unit owner will be charged.

J. Responsibility for Damage

Owners of units undergoing alterations are responsible for any and all damage done to the building and property by the contractors and workers involved.

K. Safety

The contractor is responsible for providing barriers and suitable markers whenever it is necessary or appropriate for the work being performed. When carrying large or bulky materials and equipment (such as rugs and ladders), one person must go before the object to clear the way.

L. Noise and Smoking

Loud radio playing or loud talking that can be heard in any other unit is prohibited. Smoking on the premises is prohibited.

M. Asbestos

One of the areas of special concern is the removal of any material containing asbestos, such as "popcorn" ceilings, pipe coverings, wall coverings and some floor-covering materials. These materials may only be worked on or removed by certified asbestos contractors. Before any disturbance or removal of asbestos material begins, the owner must first notify Management in writing and receive written permission.

N. Plumbing

There are usually "right angle" shutoff valves for each faucet and toilet inside each unit; however, there are no cutoff valves for water service to an individual unit. When any plumbing work is to be done on the main supply side of the "right angle" shutoff valves or

where there is no shutoff valve installed, Management requires 48-hour notice to schedule the appropriate water shut-off. *No such plumbing work can start until Management notifies the contractor that the water has been turned off and the contractor can proceed.* Management shall be notified immediately when water service may be resumed.

O. Concrete Surfaces

Most perimeter walls, and the floor and ceiling of each unit within the building, are concrete with steel reinforcing bars inside. *There shall be no drilling, cutting or digging into any concrete surface.* The only exception to this is for drilling small holes for attaching small objects, such as pictures, to the surface, in which case Management is to be notified before work begins. No demolition jack hammers may be used at any time. The use of handheld power impact tools may be used if authorized by the Manager on a case by case basis. (Amended 5/25/05)

VII. EATING AND DRINKING

Workers' food and beverages taken on the premises may only be consumed in the owner's apartment.

VIII. ITEMS THAT WILL BE CONSIDERED IN APPROVING APARTMENT RENOVATIONS AT 1350

1. Kitchen remodeling:

- a. Maintain the exhaust vents above the stove.
- b. Can install an under-counter microwave in the location of the exhaust vent.
 - (1) Microwave oven exhaust fan to vent into the building exhaust vent.
- c. Moving the telephone conduit when removing the associated wall:
 - (1) Must notify the telephone company to reroute the wiring to the apartments both above and below the remodeled apartment.
 - (2) Coordinate with kitchen contractor.
- d. Encourage the installation of additional apartment water shut off valves for kitchen plumbing connections as well as new angle valves.

2. Living room remodeling:

- a. Notice that the wall electrical outlet closest to the kitchen is supplied from TWO sources!
- b. The wall electrical outlet closest to the lanai on the same wall as the second bedroom partition is rated for an air conditioning unit (115v).
- c. Concrete wall between kitchen and apartment hall is structural and cannot be moved.
- d. Wall between living room and second bedroom is wall board and can be moved.
- e. If hardwood or tile flooring is to be placed in living room, use a sub floor to minimize sound transfer to apartment below.
- f. Removal of popcorn ceiling requires an asbestos approved contractor (true for whole apartment).
- g. Replacement of any glass in lanai doors or apartment windows requires safety glass (original is plate glass). If an air conditioner is installed in the living room, recommend retaining the glass that is removed so it could be replaced if the air conditioner is later removed.
- h. No drilling is allowed through the concrete walls between the lanai and living room. If a split air conditioner is installed, other arrangements must be made (i.e., through a modified lanai door/window assembly).

3. Lanai remodeling:

APPENDIX "C" WOODSHOP USE AGREEMENT

In consideration for my use of the Wood Shop and the equipment therein, I hereby agree that:

1. I will comply with all **ASSOCIATION** rules and regulation and shall further comply with all instructions of the **ASSOCIATION**'s security, management, and maintenance personnel.
2. I will be responsible for any damage to the Project caused by me.
3. I will be responsible for any charges directly attributed to my use of the Wood Shop.
4. I agree that the **ASSOCIATION**, its personnel or other users are not responsible for the safe operating condition or suitability of any of the equipment or supplies in the Wood Shop.
5. I agree that I will carefully and fully inspect the equipment and supplies in the Wood Shop prior to use. My use of the equipment or supplies in the Wood Shop constitutes a representation by me that I am satisfied with the safety and condition of the equipment and supplies.
6. I agree to waive any claims, suits, damages, losses and expenses, including attorney's fees and costs, against the **ASSOCIATION**, its personnel or other users of the Wood Shop that arises from the use of the equipment or supplies.
7. I will indemnify and hold harmless the ASSOCIATION and other users of the Wood Shop and their respective directors, officers, agents, and employees from and against any and all claims, suits, damages, losses and expenses, including attorney's fees costs, arising out of or resulting from (a) my use of the Wood Shop, equipment or supplies; or (b) my use of the common elements.

Apartment Number

Signature

Date

Printed Name

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