



1350 ALA MOANA

RULES & REGULATIONS

Revised & Adopted
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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 (“House Rules”) are provided to help 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 III, Section 2(e) and Article X, Section 1 of the Restated 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 General Manager or an Operations Assistant, acting for the General Manager, is authorized by the Board of Directors of the Association of Apartment Owners of 1350 Ala Moana (“Association”) to enforce these rules. If a violation occurs and the General Manager has approached the offender with no results, the matter will be brought to the attention of the Board of Directors for further action.

Violation of any of these rules and regulations shall give the Board of Directors or its agent the right, but not the obligation to take any one or more of the following actions, concurrently or separately, and without waiving any other rights or remedies available to the Board:

- A. Enter the apartment in which, or as to which, such violation or breach exists or may exist and to summarily inspect, 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.
- B. To impose fines against the defaulting Owner for each violation in accordance with the Bylaws. Violations that continue for periods in excess of those specified in the Bylaws will be considered new violations subject to additional fines.
- C. Submit the dispute to mediation or arbitration, or otherwise seek 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.
- D. Take such other actions as are permitted by the Condominium Property Act, Declaration, the Bylaws, these House Rules, or at law or in equity.

I. GENERAL

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.

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

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 House Rules to ensure that they are fully informed of the conditions of occupancy in 1350 Ala Moana.

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.
2. Owners and tenants shall be responsible for the conduct of their fellow occupants, family members, tenants and guests. 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 House Rules. When the 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 take action, such as removing such occupants, family members, tenants or guests from the premises, without compensation for lost rents or any other damages from the Association of Apartment Owners of 1350 Ala Moana.
3. 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. Late fees shall be imposed against any payment that is less than the full amount owed. For all delinquencies of sixty (60) or more days, the Managing Agent will take action, which may include referring to an Association attorney.

Payment of lease rent, maintenance fees, and other charges due to the Association may be made in any of the following ways:

- 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.
- c. For delinquent accounts or payments without coupons, by mail or in person directly to the Managing Agent, NOT to the General Manager.

4. 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.
5. 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 General Manager. Owners and residents should not assume that the Operations Assistant will intervene in an altercation, conflict or crime.
6. 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 of any emergency which requires any action on the part of the residents.
7. Guests of residents shall register with the Operations Assistant at the Front Desk.
8. Workers, tradesmen, or vendors will normally only be permitted on the premises between 8:00 a.m. and 5:00 p.m., Monday through Friday, unless there is an emergency. If regular work is unable to be performed within the normal workweek, the General Manager may approve workers, tradesmen, or vendors to work on Saturdays, but only between 9:00 a.m. and 5:00 p.m. Work on Saturdays will be granted on a case-by-case basis and shall not create noise or a nuisance for other residents. Work on Saturdays will be required to stop, if complaints are received. At no time is work permitted on Sundays or Holidays (see Front Desk for list of Holidays). Residents should limit the performance of any work creating noise or a disturbance to the same normal workweek days and hours. Emergency repairs should be handled as required, regardless of day or time.
9. 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.
10. No soliciting of goods and services, canvassing, or religious or political activities shall be permitted on or at 1350 Ala Moana, unless approved by the Board of Directors, with the exception of the solicitation of proxies or distribution of materials relating to Association matters. All door-to-door solicitation is prohibited. (See APPENDIX G, Solicitation.)
11. Mail deliveries are not on a precise schedule and may occur at various times of the day. To preclude unnecessary visits to the mail area or phone calls to the Front Desk, colored flags are placed on the third floor Garden Lanai when the mail delivery is completed. These flags can be seen from apartment lanais.
12. The Board may schedule routine inspections to be done by the General Manager and staff for the entire building. Such inspections include, but are not limited to the High-Risk Components (refer to APPENDIX F), lanai, common areas in and adjacent to each unit, and to investigate

potential House Rule infractions. Except in an emergency, Owners and occupants shall be given two weeks written notice of such inspections.

13. The three smoke detectors and fire alarm annunciator inside the apartments shall be maintained in an operational state and shall not be removed or disabled.
14. Residents are encouraged to use the Board of Directors Suggestion Box located in the mail area. Please remember to sign them too.

II. REGISTRATION AND KEYS

1. In the interests of personal safety and building security, it is important that the General Manager and Operations Assistants 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 a Registration Form listing each permanent or extended temporary occupant. Any special needs or health conditions for each occupant should be noted on the form and reported to an Operations Assistant. This form 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 General Manager or an Operations Assistant when information on this form changes.
2. In accordance with Section 514B-143(g), Hawaii Revised Statutes and the resolution adopted in 2009 by a majority of owners and the Board, each owner must obtain and maintain insurance on the owner's apartment. Proof of insurance shall be provided during initial registration, then shall be provided each year to the 1350 Ala Moana Insurance Agent. If an owner fails to obtain insurance as specified below, the Association or Board may place such insurance and back charge the owner the reasonable cost for the coverage. Up-to-date minimum coverage requirements may be obtained from the General Manager.
3. Prior to taking occupancy of an apartment, a new resident shall sign an acknowledgment of receipt of a copy of these House Rules.
4. Residents and permanent, authorized entrants can be entered in the Iris Identification System. Residents may also obtain up to two (2) fobs, upon providing a deposit. Additional fobs may be obtained for family members or caregivers, upon request to the Board and providing an additional deposit.
5. 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 provide their out-of-town address and telephone number and the telephone number of their agent.
6. Access to the building from the parking areas and through the front doors is by means of the Iris Identification System. Residents and any approved persons can be registered with the system by the General Manager.

7. Access to the following areas are controlled by means of a key fob: Swimming Pool and Spa, Exercise Room, Second floor parking area (back door). Residents and any approved persons can register for key fobs with the General Manager, upon providing a refundable deposit.
8. Owners are encouraged to sign up for the Owner Email Communication Program, which provides the option to receive certain notices and information, such as the Board's Board, Newsletters, Special Notices, and Announcements, via e-mail. Note that official notices and documents from the Association will continue to be sent by mail through the U.S. Postal Service.
9. Residents are encouraged to sign-up for the Package Management System, which will automatically notify them via email and/or text message when they receive a package.
10. Residents shall fill out an "Away We Go" form if they will be absent from the apartment for one month or longer. Residents shall submit an updated form or contact the Front Desk if their plans change and their time away is extended or their contact info changes.
11. The General Manager or Operations Assistants shall not be required to give access to apartments (for contractors, vendors, delivery service, tradesmen, etc.) without written request from the resident or owner.
12. Residents are encouraged to leave a duplicate key(s) to their apartment on deposit with the General 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:

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.

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.

When a key is not on deposit with the General 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.

III. MOVING

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. Proper communication and cooperation will help facilitate the move and help minimize the inconvenience to all residents.

1. Submit the Moving Reservation Request form to the Front Desk 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. Elevators are reserved on a first-come, first-served basis. 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.

2. Moving hours are from 8:30 a.m. to 4:30 p.m. only, Monday through Friday, except as noted in #4 below. No moving is permitted after hours, or on Saturdays, Sundays or holidays, including Christmas Eve and New Year's Eve.
3. Any "MOVE-IN" or "MOVE-OUT" scheduled for a Monday thru Friday will require a \$250 moving deposit payable in advance. Failure to comply with the House Rules may result in charges for exceeding moving hours, causing damage, cleaning fees, fines, and other related charges being deducted from the deposit. The remainder of the deposit will be returned after inspection of the common elements after the move. In the event the charges exceed the deposit amount, the resident shall pay on demand the additional amount.
4. Saturday moves are only allowed if there is an emergency situation or unusual circumstance and **MUST BE PRE-APPROVED BY THE GENERAL MANAGER**. A Saturday move requires a \$350 moving deposit payable in advance. Failure to comply with the House Rules may result in charges for exceeding moving hours, causing damage, cleaning fees, fines, and other related charges being deducted from the deposit. The remainder of the deposit will be returned after inspection of the common elements after the move. In the event the charges exceed the deposit amount, the resident shall pay on demand the additional amount.
5. Stacking of boxes or furniture in the elevator lobby is not permitted. Leaning any item against elevator areas in residential hallways is not permitted. The area in the garage outside the lobby door can be used if needed as long as traffic is not restricted.
6. Wall and floor pads must be in place inside of elevator #4. Check with the Operations Assistant if pads are not in place.
7. Dispose of your empty boxes by breaking them down, folding them flat and putting them in the dumpster marked for cardboard in the trash room on level 2. Under no circumstances, should any boxes or other packing materials be placed into the trash chute or left in the trash rooms on each residential floor, the corridors, or the level 2 trash room floor. A "warranted clean-up" charge will be assessed by the General Manager if this house rule is violated.
8. Moving must be completed and the elevator must be back in service for residents before 4:30 p.m. All packing materials, household goods, and moving vehicles must be off the property before 6:00 p.m.
9. After a "MOVE-IN" has been completed and a new owner or tenant has established residency in their apartment, the deposits described in #3 & #4 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."

10. Upon "MOVE-OUT", water valves shall be turned off, including Master Water Shut-off under Guest Bathroom sink and angle valves in the kitchen, windows and sliding glass doors shall be closed, all keys/fobs shall be returned and the MOVE-OUT form should be completed and returned to the Front Desk.

IV. UNIT RENTALS AND SALES

1. A copy of the rental agreement or lease shall be given to the General Manager.
2. Refer to SECTION II, REGISTRATION AND KEYS, for information for new residents, including the Registration Form, Iris Identification System, fobs, Package Management System, Away We Go form, and duplicate keys. Note that prior to taking occupancy of an apartment, a new resident shall sign an acknowledgment of receipt of a copy of these House Rules.
3. Renting or sub-letting a part of an apartment for periods of less than three (3) months is not allowed.
4. The use of units for "short-term rental business" is prohibited. A "short-term rental business" includes one of the following:
 - a. The practice, on more than one occasion during any one-year period, of offering to the general public, by advertising, or by the use of a broker, or by a general mailing, to rent, lease, or otherwise permit occupancy of a unit by another for a monetary consideration for a period of less than three (3) months; or
 - b. The practice, on more than two (2) occasions during any one-year period, of renting, leasing or otherwise permitting occupancy by another person for a period of less than three (3) months.

The Board may enforce this restriction through fines, demand letters from the Association's attorney, and legal action. The owners whose units are being used for short-term rental businesses are responsible for the Association's enforcement costs, including attorneys' fees. In addition, short-term rentals will be reported to the appropriate City and County officials.

5. Agents shall coordinate "Open Houses" during allowable days and hours, with the General Manager.
6. Lockboxes shall be registered with the Front Desk and shall only be placed in a designated area, which is located to the immediate left as you enter the second-floor garage (long metal bar secured to wall). Lockboxes which are not registered or which are placed in unauthorized areas, such as the rails in the stairwells and on the landings, will be removed.

V. BEHAVIOR

1. Quiet hours must be observed by 1350 Ala Moana 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.

2. Smoking is prohibited everywhere at 1350 Ala Moana, including the apartments and lanais, the indoor and outdoor recreational areas (such as the gym, party room, conference room, pool, grills, etc.), indoor and outdoor common areas, entrance driveway, and parking structure. This rule prohibits the use of tobacco, cannabis (including medical cannabis), electronic cigarettes, and any activity that is included in the definition of “smoking” under Hawaii law (Section 328J-1 of the Hawaii Revised Statutes, as amended). Refer to APPENDIX G, HOUSE RULE AMENDMENT REGARDING SMOKING, SOLICITATION, AND FAIR HOUSING.
3. The use of any type of fireworks, including sparklers, anywhere within the building or on the building grounds is expressly prohibited.
4. No noxious or offensive activity or noise shall be carried on or made in the common elements, or in any unit, which unreasonably interferes with the use and enjoyment of the building by other residents. Special care must be taken at night during quiet hours to avoid disturbing others, including during the departure of late guests. The use of roller skates, skateboards, scooters, bicycles, and similar devices, is prohibited on the 1350 Ala Moana premises, except devices needed by persons with disabilities.

VI. COMMON AREAS

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

1. All common areas of 1350 Ala Moana shall be used for their respective purposes as designed.
2. Furniture placed in common areas is for use in those specific areas and shall not be removed, jumped on, or stood upon.
3. The common areas shall not be obstructed and items of personal property shall not be left unattended in the common areas, including shoes (occupant's, guests', or employees'), floor mats, decorations, statues, etc.
4. Front doors to apartments shall be kept closed when not in use. Blocking or wedging of doors in the open position shall be prohibited, as per Honolulu Fire Code. No decorations can be placed on the front door, nothing is allowed to penetrate the door surface, and nothing shall impair the fire rated seals.
5. For adequate hallway ventilation the doors on the mauka end of the hallway shall remain open, utilizing the magnetic latches. During periods of high wind, they may be closed. No one shall tamper with the hallway doors because they are a part of the building's safety equipment. Nothing shall be placed on the hallway doors that may impede or disable the automatic closing system. No wedges may be used against the hallway doors.
6. 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.

7. All persons shall wear appropriate apparel in the lobbies, corridors and elevators. Cover-ups, not just towels, must be worn over bathing suits. Footwear is required.
8. No recreational activities or loitering is allowed in the common areas other than the swimming pool area and third-floor Garden Lanai. Excessive noise is not permitted anywhere on the common elements. For rules related to the swimming pool area and Garden Lanai, refer to SECTION VII, SWIMMING POOL, SPA, EXERCISE ROOM, GARDEN LANAI, AND WOOD SHOP.

VII. SWIMMING POOL, SPA, EXERCISE ROOM, GARDEN LANAI, AND WOOD SHOP

1. The recreational facilities, including the Swimming Pool, Spa, Exercise Room, third-floor Garden Lanai, Community Room, and Conference Room, are for the exclusive use of 1350 Ala Moana 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.
2. Guests using recreation facilities must be registered by an owner or lessee 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. Additional repeated violations will result in revocation of access to the recreation facilities for three months.
3. At no time shall the activity of anyone using the recreational facilities unreasonably disturb others.
4. Hours for all recreational facilities located on the third floor are from 5:30 a.m. to 10:00 p.m. Sunday through Thursdays, and between 5:30 a.m. to 11:00 p.m. on Fridays, Saturdays and the day preceding an observed holiday. The pool and spa will be closed from 7:30 a.m. to 8:30 a.m. daily, for cleaning.
5. A resident, tenant, 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. The resident must accompany their guests at all times. Prior approval from the General Manager is required for more than four guests per unit.
6. 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.
7. Inexperienced swimmers needing help while swimming may use wearable flotation vests, belts, or devices that fit on their arms. No other flotation devices are allowed.
8. Toys, rafts, scuba air tanks, athletic equipment, including balls, pool noodles, boogie boards, water pistols, or other equipment are not permitted in the pool area. Attached flotation devices (as listed above), goggles, swim fins, and face masks may be used.

9. The safety equipment provided at the pool area shall not be used for any other purpose.
10. Metal objects, such as coins, keys, or hairpins shall not be thrown in the pool or spa because they can cause rust stains.
11. 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.
12. All persons shall wear appropriate attire in the pool and spa area.
13. Infants, toddlers, and incontinent individuals must wear clean appropriate swim diapers/underwear when in the pool or spa.
14. Swimmers shall dry themselves completely before leaving the pool and spa area and entering the building and elevators. Any dripping in elevators or hallways must be wiped up immediately by those responsible. Cover-ups, not just towels, and footwear are required when walking to and from apartments.
15. In the interest of health and safety, no person with bandages or open wounds of any type 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.
16. No running and rough play shall be allowed in the pool, spa or surrounding area. No diving, "cannon balling", jumping, running, pushing, splashing, loud screaming or dangerous conduct is permitted. Audible music in the swimming pool and spa area is not permitted.
17. No containers, tumblers, drinking glasses, or other items made of glass shall be permitted in the fenced swimming pool and spa area.
18. Eating in the pool and spa area or Exercise Room is prohibited.
19. Anyone who may be adversely affected by the heat or humidity of the spa, such as young children, pregnant women, and anyone with high blood pressure should not use the spa. Since prolonged exposure to high water temperatures can cause drowsiness and/or raise the blood pressure of any such persons, they should be accompanied by a parent, guardian, or someone who can ensure their safety when using the spa.
20. Furniture in the pool and spa area shall not be removed, jumped on, or stood upon.
21. Users of the swimming pool and spa area shall comply with the posted rules.

22. Ball playing of any type, the use of other flying objects such as model airplanes, boomerangs, frisbees, projectile toys, etc., and tree climbing are prohibited anywhere on the premises. This rule is intended to help protect the building and its residents and help minimize noise.
23. The use of roller skates, skateboards, scooters, bicycles, and similar devices, including battery or electric charged vehicles (except vehicles needed by persons with mobility impairments) is prohibited on the 1350 Ala Moana premises, including the third-floor Garden Lanai.
24. Residents are responsible for the conduct of their family members and guests using the recreational facilities and for ensuring that all House Rules are followed.
25. Audible music is permitted inside the Community Room and the Exercise Room only. Please be respectful of other users' tastes.
26. The use of any Unmanned Aircraft System (UAS) or "drone" over the common elements is strictly prohibited. A UAS is a powered aerial vehicle that flies automatically or is remotely piloted. No UAS may be launched from the grounds or the building at 1350 Ala Moana. This rule also prohibits any UAS that is operated from outside 1350 Ala Moana and flies above 1350 Ala Moana. Owners are subject to fines and other enforcement actions for each violation by themselves or any occupant of their apartment.
27. The barbecue areas on the Garden Lanai are available from 6:00 a.m. to 10:00 p.m. Sundays through Thursdays, and between 6:00 a.m. to 11:00 p.m. on Fridays, Saturdays and the day preceding an observed holiday, for residents to use on a "first-come, first- served" basis. Check all appliances to ensure everything is turned OFF when leaving.
28. 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 and residents must accompany guests at all times. The use of the equipment is at the users' own risk and the Association accepts no liability.
29. Excessive noise in the Exercise Room, such as loud TV volume 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.
30. Exercise Room users shall comply with the posted rules. The door to the Exercise Room shall not be propped open.
31. The Wood Shop in tenant storage #201 is available for any owner to use. To do so, contact the Front Desk or General Manager to obtain a key and to sign a Use Agreement (refer to APPENDIX L) that will remain on file with the General 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 General Manager.

VIII. COMMUNITY ROOM AND CONFERENCE ROOM

1. The Community Room on the third-floor shall be under the immediate supervision of the General Manager who shall make it available to authorized owners and/or residents of 1350 Ala Moana 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 sixty (60) persons are allowed in the Community Room. The Conference Room, which is next to the General Manager's office, is for a maximum of 10 persons. The Community 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 the day preceding an observed holiday. The authorized owner/resident must complete the clean-up of the Community Room no later than 10:00 p.m. and 11:00 p.m., or earlier if followed by a later reservation the same day.
2. The resident who is sponsoring the function in the Community Room and/or Conference Room must attend the entire function and know most of the guests. Any exceptions to this policy must have the written approval of the General Manager.
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 Ala Moana. 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.
4. A completed Reservation Form and a deposit of \$100 for the Community Room or \$50 for the Conference Room shall be provided to the General Manager. The deposit is to cover any damage which may occur and/or cost of 1350 Ala Moana staff cleaning the Community Room and/or Conference Room, if required. The General 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 Community Room and/or Conference Room will be opened by an Office Assistant if the door is locked. Following the function, the person authorized to use the Room should request that an Office Assistant return to inspect the Room and lock the door.
5. An additional, non-refundable charge will be made for functions in the Community Room and Conference Room such as office or club parties (where the office is the unofficial host). The sponsoring resident must attend the entire function and know most of the guests. The non-refundable charges per event, which are in addition to cleaning deposits, etc. are shown below. Any exception to the fee schedule must be approved by the Board of Directors in advance.

<u>No. of Attendees</u>	<u>Non-Refundable Charge</u>
Up to 35	\$ 50
36-60	\$150

6. The reservation of the Community Room does NOT include the swimming pool and spa area. The rules regarding the maximum number of guests per unit at the swimming pool and spa

area continue to apply (refer to SECTION VIII SWIMMING POOL, SPA, EXERCISE ROOM, GARDEN LANAI, AND WOOD SHOP).

7. To avoid possible damage to the Community Room (including the outdoor seating area) and/or Conference Room, no decorations shall be hung, taped, or suspended from the ceiling, walls, glass doors/windows, or ceiling fans. Any exceptions must have the prior approval of the General Manager.
8. Noise levels shall be maintained at reasonable levels. At no time shall the activity of anyone using the Community Room, third-floor Garden Lanai, or Conference Room unreasonably disturb others. Unreasonable noise levels may include, but is not limited to loud music, yelling, or noise makers.
9. Furnishings of the Community Room (including the outdoor furniture) and/or Conference Room are to be used as intended. Standing, jumping or climbing on the furniture and sitting on furniture while wearing wet clothes are prohibited. To prevent damage, sofas and large sofa chairs shall not be moved from their current locations. Metal tables and chairs may be moved, but shall be restored to the original configuration.
10. The individual making the reservation will be held liable and responsible for damage, breakage and/or disappearance of any Community Room or Conference Room furnishings.
11. The Association is not responsible for any personal property left in the Community Room or Conference Room or for any accident, property damage, or personal injuries incurred in connection with any scheduled function taking place in the Community Room or Conference Room.
12. Alcoholic Beverages. Any host who wishes to serve alcohol at the event shall purchase an event policy with a liquor liability rider and sign an agreement regarding consumption of alcohol. The event may be cancelled if such agreement and proof of insurance are not provided at least 48 hours prior to the event.

No alcoholic beverages shall be consumed by any person under the age of twenty-one years on the common elements, including the community room. Nor shall anyone sell or provide alcoholic beverages to a person under the age of twenty-one years for consumption on the common areas. Anyone who sells or provides alcoholic beverages to any person under the age of twenty-one years shall be completely responsible for the actions of that person and shall indemnify the Association and its directors, officers, members, employees and agents for any claims for injuries or damages caused by that person. Apartment owners shall be responsible for the actions of their tenants who violate these restrictions.

13. Three or more warnings from the Operations Assistants may result in immediate termination of the function and forfeiture of the deposit.
14. Violation of the Community Room or Conference Room rules may result in forfeiture of the deposit and a ban preventing use of the room for six months.
15. The Association has a standing reservation for the use of the Community Room for building-wide social events on July 4, New Year's Eve (December 31), and Board meetings.

IX. LANAIS, LEDGES, AND AWNINGS

Rules for the lanais and ledges are intended to protect the safety and integrity of the building and lanai railings, to prevent encroachment to neighbors' lanais, and to maintain a clean, uniform look for the building.

1. The throwing of cigarettes, matches or any other objects from lanais, windows or fire escape balconies is expressly prohibited.
2. No barbecuing is permitted on any apartment lanais.
3. Only appropriate patio-type furniture and small plants shall be placed on lanais. Unsightly items, such as but not limited to refrigerators, bicycles, surfboards, political signs, storage cabinets, are not allowed on lanais. 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 shall be carried out.
4. Towels, bathing apparel, clothing, laundry, and other unsightly objects shall not be placed on lanais or railings or windows so as to be in view from outside the building or from any other apartment.
5. Appropriate banners, decorations, including decorative lights, are only allowed between July 1-7 to commemorate the Fourth of July and between Thanksgiving and January 8 to commemorate the winter holiday season. The United States and Hawaii State flags may be displayed at all times subject to SECTION X.14 below.
6. As a health and safety measure, owners/residents are responsible for keeping lanais clean and free of debris. If a lanai becomes unsanitary, the General Manager may have the lanai cleaned at the owner's expense.
7. Care shall be taken when cleaning lanais and window ledges to prevent fluid from dripping or pouring onto other lanais or window ledges or running down the exterior of the building. To prevent spalling, the downspouts/weep holes on the lanais shall be kept clear to allow for the draining of rainwater. These weep holes are not to be used to expel water or cleaning products during cleaning. Please be considerate to the neighbors below your unit.
8. 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.
9. 1350 Ala Moana periodically arranges for cleaning windows and ledges. Anti-bird netting of window ledges is owned and maintained by the Association. No other objects, such as anti-bird spikes, shall be erected, placed or left on the window ledges.

10. Anti-bird spikes are not allowed. Anti-bird netting of lanais is allowed, if approved by the General Manager. Anti-bird netting of lanais is the responsibility of the owner and must be kept clean and replaced or removed when worn or damaged.
11. Netting, windbreaks of 1/8 inch or thicker clear plastic sheets, or similar safety devices may be secured to the inside of the lanai railing, if approved by the General Manager.
12. Painting or modifying lanai walls or ceiling is not allowed.
13. Drilling into or attaching any items to the lanai walls, ceilings, or floors, such as hanging or gluing mirrors, pictures, plants, hammocks, hanging chairs is not allowed – except for the installation of an approved lanai awning.
14. Lanai railings are not to be drilled into or modified. Items, such as flags or safety devices may be secured to the inside of the lanai railings, as long as it does not affect the integrity of the lanai railing, impact neighbors' views, or detract from the uniform look of the building.
15. Lanai sun awnings of the design, material, and vendor approved by the Board of Directors 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. Contact the Front Desk for the approved awning supplier(s).
16. Awnings are to be secured to the lanai ceiling either directly inside or outside the light fixture (owner's preference). Attachments into ceilings (where moisture is not an issue), shall be set with 410 stainless steel tapcon and attachments into walls or floors must be set with 316 stainless steel tapcon and epoxy set (to prevent spalling).
17. Bottom of the awning is to be inside the railing and must be secured so as to not hit the railing or building.
18. 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 General Manager, be cleaned, repaired, or removed immediately.
19. To prevent extensive damage, spalling (bubbling or crumbling of the concrete) damage should be reported to the staff immediately.
20. No antennas may be installed on the exterior walls, roofs, and anywhere outside the boundaries of the apartments and lanais.

X. GARBAGE, TRASH, AND RECYCLABLE MATERIALS

1. Each residential floor has a trash room, which provides access to the trash chute and has a covered container for recyclable materials. The trash chute shall only be used between 7:00 a.m. and 10:00 p.m.
2. All refuse shall be secured in airtight plastic bags and deposited in the trash chute.

3. Boxes, cartons, cardboard items, or other objects too large to fit easily into the trash chute opening shall be broken down, flattened, taken to the main trash room on the second floor and placed in the dumpster marked for cardboard.
4. Searching through dumpsters or trash receptacles to salvage items is not allowed.
5. To prevent possible injury to building staff, glass bottles and containers shall be placed in the covered container in the trash room on each floor.
6. Recyclable materials described below should be separated from other refuse and disposed of as follows:
 - a. Aluminum cans, glass bottles shall be rinsed and placed in the covered container in each trash room also used for oversize glass bottles as (refer to #5 above).
 - b. Supplemental instructions governing these and other recyclable materials may be issued from time to time via posted rules in the trash rooms, newsletters, bulletin board notices, or other means.
7. The covered container in each trash room shall be used only for the purposes stated above and NOT for any other refuse. No other trash or refuse shall be left in the trash room on each floor.
8. Bulky Items: Individual units shall contact the city to schedule a bulky item collection appointment. Each unit may schedule up to five bulky waste items per collection appointment and two metal items per separate metal appointment. Appointments can be made at the city's Opala.org website. Or call 768-3200 option 0 for assistance. Violations may be issued for leaving bulky items in the common elements or leaving them outside when no collection is scheduled, as well as fines equal to the amount of fines levied against the Association by the City and County for bulky items in violation of the Revised Ordinances of Honolulu, Sections 9-1.4(d) and 9-5.1(e).

XI. PARKING

1. Rules for the parking areas are intended to help promote safety and to allocate and manage the limited number of courtesy parking spaces available.
2. All apartments have assigned parking spaces. Residents and their guests shall not use spaces other than their assigned space at any time without prior permission.
3. No vehicles may be parked or left unattended at the lobby entrance or in the garage entry doorway.
4. Guest parking stalls are not available on the premises.
5. Courtesy parking for visitors may be available in the entry driveway. Visitors using the courtesy parking must sign in at the Front Desk. If demand for spaces warrants, a 30-minute limit will

apply. If parking is needed for longer than 3 hours or if driveway space is not available, residents should instruct their guests to park off the premises.

6. When workers are performing work in a unit, the resident shall advise them to use his/her parking stall or to park off the premises.
7. Temporary, off-premises, overnight guest parking may be available. Check with the Front Desk for details.
8. Vehicles shall be centered in parking spaces to prevent crowding of adjacent spaces and blocking of common areas. No vehicles shall be parked so that any portion thereof protrudes from the parking stall.
9. The General Manager is authorized on behalf of the Association to tow vehicles in common areas at the vehicle owner's expense.

Residents are solely responsible for towing any vehicle out of their assigned stall. The General Manager may elect to tow a vehicle from a designated stall if an indemnification towing authorization form is signed by the resident.

10. All residents shall furnish their vehicle license plate number to the Front Desk.
11. Safety to persons and property must be the primary consideration in operation of vehicles 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 follow directional markings, including making a full stop at each stop sign. Cutting through stalls is not allowed.
12. All vehicles, including the car cover, must be clean and in operable condition and shall have registration and safety check up-to-date. Immediate repair shall be required for vehicles with flat tires, vehicles leaking fluids or for other maintenance conditions requiring immediate attention. A cleaning charge shall be assessed for excessive or repeated fluid leaks.
13. Parking stalls are for vehicles only and no other items are allowed.
14. Vehicles shall not be washed on the premises. Waterless car detailing is allowed as long as the area is cleaned thoroughly before leaving.
15. Extensive repairs to vehicles, boats, surfboards or other equipment shall not be permitted in the parking areas.
16. "Mopeds" and "motorcycles" are classified as "vehicles" for the purposes of these House Rules and shall be registered as a vehicle with the Front Desk when they are to be parked on property on a permanent basis.
17. Mopeds and motorcycles may be parked in a unit's assigned stall anytime they are completely within the boundaries of the stall. With the General Manager's prior approval, mopeds may also be parked such that they can be attached to a railing (but not utility pipes/conduits) for security purposes.

18. There is a limited amount of common area in the garage which is specifically designated as a parking area for mopeds and motorcycles. Prior approval must be given by the General Manager and will be on a "first come, first served" basis.
19. The General 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.
20. Residents desiring to store their bicycles, surfboards, paddle boards, or kayaks in the parking area or storage areas may rent a designated storage space. These residents shall sign a storage space license agreement, pay an annual fee, and register the items with the Front Desk. Please check for height and width restrictions and availability at Front Desk. No items may be transported through the lobby or elevators. Storage spaces are assigned on "first come, first served" basis. Some form of security for bicycles and surfboards should be provided by the owner (chain, lock, etc.). No items other than bicycles, surfboards, paddle boards, and kayaks may be stored in these designated storage areas. The Association assumes no liability for items kept in the parking areas or storage room.
21. Electric Vehicle Charging Stations can be installed at the cost of the Owner. Refer to APPENDIX B, RULES FOR INSTALLATION OF ELECTRIC VEHICLE CHARGING STATIONS. The electrical outlets in the parking garage shall not be used to charge electric vehicles. It is a theft to use the common element electrical outlets for one's personal use. The Association may file a police report and seek prosecution of the persons responsible when appropriate.

XII. STORAGE LOCKERS

1. Material shall be stored only within assigned storage lockers. Material shall not be stored in common areas and shall not extend into adjacent lockers.
2. In areas with a sprinkler system, items shall not be stored to a height above the crosspiece of the storage locker, in accordance with Fire Department requirements. In areas with utility pipes, items shall be stored in a manner that does not interfere with or touch the utility pipes.
3. The keys to the storage locker rooms are available from the Front Desk on a 24-hour basis. Residents shall return keys immediately after use.
4. Flammable liquids or other materials deemed hazardous to life or property shall not be stored in lockers or any other common areas.
5. Appliances stored in the storage lockers shall not be plugged into electrical sockets.
6. Surfboards, paddle boards, kayaks, and similar bulky objects may be kept in the storage lockers, provided that they do not exceed the height of the crosspiece of the storage lockers,

or protrude above it. These items may not be transported through the lobby or in elevators at any time. For other storage of surfboards, paddle boards, or kayaks, see Section XI.20.

XIII. RENOVATIONS AND BUILDING MODIFICATIONS

1. All renovations must be approved via submission and approval of the Renovation Packet prior to commencement of demolition and/or work.
2. Owners of apartments undergoing renovation are responsible to ensure compliance with APPENDIX A, RENOVATION AND CONTRACTOR RULES, which includes guidelines for contractor behavior as well as allowed modifications.
3. 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 therefor 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.
4. 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.
5. 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.
6. The three smoke detectors and fire alarm annunciator in the apartments shall be maintained in an operational state by the owners and occupants and shall not be removed or disabled. Batteries are available at the Front Desk and help installing them is always available.
7. For Air Conditioner guidelines, refer to APPENDIX K, AIR CONDITIONER INSTALLATION POLICY.
8. No projection of any kind will be erected or maintained outside the physical confines of an apartment.
9. Exterior surfaces of front doors may not be painted, stained, laminated, or otherwise treated which will change the appearance of the door. No decorations can be placed on the front door, nothing is allowed to penetrate the door surface, and nothing, including temporary door stops, shall impair the fire rated seals. No alteration shall be made to the surfaces surrounding the doorway, except as permitted by the Board. Doorbell specifications may be obtained from the General Manager.
10. Any new flooring must not alter the front door threshold.
11. Drapes and shades shall be lined with an off-white shade solid color material so that when viewed from the outside, the exterior of the building presents a uniform appearance. Wooden blinds of any kind that are off-white or neutral in color shall be permitted.

12. The windows installed from 2020 are treated with coatings that limit heat, glare and light damage. Per the manufacturer, "Window tinting will interfere with the performance of the Low-E coating; therefore, no window tinting may be installed on the new glass."

XIV. PLUMBING

1. Each unit has a "master water shutoff" for both bathrooms and washing machine – the master water shut off valves are located under the sink in the guest bathroom. There are angle shutoff valves in the kitchen.
2. Except in emergencies, 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, a "Water Shut Off" must be requested. Refer to the Water Shut Off Request form for rules, such as advance notice, start time, and fee. *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.*
3. High pressure inlet hoses for washing machines are mandatory. These Flood Check hoses are available from the General Manager at cost. They may be installed by the resident or a plumber. For a complete list of High-Risk Components and their respective replacement intervals, refer to APPENDIX F, RESOLUTION REGARDING HIGH-RISK COMPONENTS.
4. Be mindful of what you put down the drain or toilet, as it can cause your pipes to clog and/or back up common lines. The following ITEMS should NEVER be put DOWN the DRAIN:
 - a. Grease – sticks to the inside of pipes, which over time can block the entire pipe. Instead, scrape grease into the trash.
 - b. Egg shells – have a hard outer shell and a thin membranous inner layer. The shells are hard on the blades of your garbage disposal, reducing the overall life of the appliance.
 - c. Coffee grinds – accumulate in pipes and increase the risk of a clog.
 - d. Rice, pasta, and other expandable foods – continue to expand as they soak in residual water in pipes.
 - e. Flour – becomes glue-like when mixed with water, which sticks to the pipes and attracts other bits of garbage.
 - f. Produce stickers – are not water-soluble. They can get stuck in pipes and/or block screens/filters at water treatment plants.
 - g. Flushable wipes, paper towels, dental floss, feminine hygiene products, and other paper products besides toilet paper – paper products, other than toilet paper, do not break apart after being flushed down the toilet or going through the garbage disposal. Instead, these items should go into the trash.

XV. ASSISTANCE ANIMALS

1. No pets are permitted, except grandfathered pets that were registered with the Manager's Office as of December 6, 1990. An owner or tenant who had a registered grandfathered pet can replace the pet with a similar pet upon the death of the registered pet. The replacement pet must be registered with the General Manager.
2. Assistance animals that are needed because of a disability are permitted. A disability is a physical or mental impairment that substantially limits one or more major life activities. An assistance animal is an animal that is needed to alleviate one or more symptoms of the person's disability. A request for a reasonable accommodation or modification (including a request to have an assistance animal) may be initiated by completing the Request For Reasonable Accommodation And/OR Reasonable Modification (B-1) form and submitting it to the Managing Agent. Use of the form is not required, provided that the Managing Agent is informed of the request for a reasonable accommodation.
3. Guide dogs, signal dogs, and other animals required to assist a person with a disability (collectively referred to as "assistance animals") shall be permitted subject to the following restrictions:
 - a. Verification by a qualified person of the disability and the need for an assistance animal shall be provided to the Board, unless both the disability and need for the assistance animal are obvious.
 - b. Assistance animal owners are required to comply with all legal requirements pertaining to the ownership of animals, including but not limited to, leash laws and pick-up laws.
 - c. Such assistance animals shall be microchipped, and vaccinations shall be kept up to date.
 - d. Such assistance animals shall not be kept, bred, or used at the project for any commercial purposes.
 - e. Such assistance animals shall be permitted on the common elements, provided that the animal is on a short leash or harness (6 feet or less), in a cage, or carried by someone who can control the assistance animal.
 - f. Such assistance animals shall be walked off the premises. Assistance animals shall not be allowed to use the third-floor Garden Lanai or landscaping in the driveway area for toilet purposes.
 - g. The owner of any animal which causes excessive noise for an unreasonable period of time or when the owner is not present will be given a warning. The City and County Ordinance prohibits animal nuisances. Animal nuisances include constant barking for 10 minutes, intermittent barking for 30 minutes, and any animal noise that interferes with the other residents' sleep and other activities (see Sections 7-2.2, 7-2.3, and 7-2.4(c) of the Revised Ordinances of Honolulu, as amended).

If a subsequent incident occurs, the animal must be permanently removed from the project or some other measure must be taken to inhibit the noise. The Board may require the permanent removal of the animal if it is determined that the animal is a direct threat to the health and safety of other residents. The animal owner will be given an opportunity to correct the problem. If the animal owner is not able to correct the problem, the animal owner must permanently remove the animal from 1350 Ala Moana. The Association may impose fines as an alternative to removal of the animal. Apartment owners are responsible for the payment of the fines incurred by the occupants of their apartment.

- h. The owner of any animal causing damage to the common areas will be given a warning and the animal owner must pay to repair or restore any damages. The animal must be removed from 1350 Ala Moana if the animal causes any subsequent damages to the common areas. The assistance animal owner will be responsible for any actions of the assistance animal which causes injuries to persons or their animals or damages to property. An assistance animal owner must indemnify, hold harmless, and defend the Association from any liability, damages, judgements, or expenses (including attorneys' fees), incurred or resulting from the actions of the assistance animal.
- i. The Board will, upon request, make reasonable accommodations from some of the above rules regarding assistance animals, if such accommodation may be necessary to afford a disabled person to use and enjoy the project. It may be necessary to verify the disability and the need for the accommodation.

APPENDIX A: RENOVATION AND CONTRACTOR RULES

1. INTRODUCTION

The Contractor Rules and Regulations are intended to help protect the structural integrity of the building, maintain fireproofing, prevent leaks, and help prevent damage to the building.

2. RULES AND REGULATIONS

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

3. CODES

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

4. METHOD OF PROCEEDING

A. Renovation Application

Prior to starting a renovation, the unit owner must receive written approval of their Renovation Application. The owner shall complete the Renovation Application, including a detailed description of the project, plans, architectural drawings, specifications, permits, and contractor information, and submit it to the General Manager. Plans should include any changes to internal partitions, water lines, electrical power lines or plumbing systems. The plans should include any information about handling hazardous materials and the cost of the project. Also included should be the name/s of the contractor/s, license number, and evidence of the contractor's liability and workers' compensation insurance. Group A & B renovations are reviewed and approved by an outside architectural firm selected by the Board. Group C renovations are reviewed and approved by the General Manager.

B. Permits

Obtaining permits is the responsibility of the unit owner. A copy of all electrical, plumbing or mechanical permits shall accompany the Renovation Application submittal. All such work must be done by licensed contractors and subcontractors whenever required under Hawaii law. A copy of the approved building permit must be submitted to the Board before the work begins, including any demolition.

C. Security Deposit and Review Fee

The Security Deposit and Review Fee must accompany the application submittal. The Security Deposit is \$2,500, unless waived or reduced by the Board of Directors. Failure to comply with the House Rules or damage to the common elements may result in fines, cleaning fees and other related charges being deducted from the deposit. In the event the charges exceed the deposit amount, the owner shall pay on demand the additional amount. The balance of the deposit, if any, will be refunded, without interest, when the work is completed and the unit has been approved by the cognizant Federal, State, City or other authorities as evidenced by copies of the approvals and the completion letter has been finished and turned into the General Manager. The Review Fee is also specified in the Renovation Application. Upon Completion of the work and as a condition for the return of any security deposit, the Owner or Owner's representative shall submit a letter to 1350 Ala Moana's General Manager, certifying that all work was completed in accordance with the

approved submittal and/or building permit plans (where applicable) and, further, that the work is in compliance with all applicable codes and regulations, regardless of the issuance of a building permit.

D. Pre-Renovation Meeting

In addition to written approval of the Renovation Application, a Pre-Renovation Meeting with the General Manager is also required, prior to starting any renovation work, including demolition. The Pre-Renovation Meeting must include the unit owner or designated agent and their contractor and shall cover the scope of the project, House Rules, and documents governing the renovation process.

E. Routine Inspections

Routine inspections may be conducted by the General Manager and/or Operations Assistants or an Association representative, who will have the right to stop work when the requirements of these Rules and Regulations are not being met or when changes have been made to plans, permits or replacement of contractors and subcontractors without resubmitting the changes and replacements. Contractors shall pre-arrange inspections with the General Manager, prior to completing work involving firestopping, chases, plumbing, structural walls, or the electrical panel.

5. GENERAL RULES FOR RENOVATION PROJECTS

A. Working Hours

Workers, tradesmen, or vendors will normally only be permitted on the premises between 8:00 a.m. and 5:00 p.m., Monday through Friday, unless there is an emergency. If regular work is unable to be performed within the normal workweek, the General Manager may approve contractors, workers, tradesmen, or vendors to work on Saturdays, but only between 9:00 a.m. and 5:00 p.m. Work on Saturdays will be granted on a case-by-case basis and shall not create noise or a nuisance for other residents. Work on Saturdays will be required to stop if complaints are received. At no time is work permitted on Sundays or Holidays (see Front Desk for list of Holidays).

B. Use of Elevators

The contractor or other workers must make advance arrangements (a minimum of 24 hours) and coordinate work schedules with the Front Desk 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.

C. Access

ALL workers shall enter the building through the upper garage entrance and shall sign in and out with the Operations Assistant on duty. The owners may be fined if their contractor enters the building in violation of the House Rules.

D. 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 unit owner.

E. Carts

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

F. 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.

G. Removal of Debris

Debris resulting from work shall be carefully removed on a daily basis. Debris shall not be placed in the 1350 Ala Moana dumpsters or sent down the trash chutes. The unit owner is responsible for all charges, including permits if any, relating to the proper disposal of debris.

H. Common Area Cleanup

Carpet protectors shall be used in common area corridors to prevent damage and protect against dust and debris. 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.

I. Responsibility for Damage

Unit owners undergoing alterations are responsible for any and all damage done to the building and property by the contractors and workers involved.

J. 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. If the unit front door is propped open while moving materials, a wedge-type doorstop shall not be used, as it damages the door sweep. Unit smoke detectors shall not be removed or disabled and should be protected from dust, as dust buildup may cause false alarms.

K. Water Shut Off

Each unit has hot and cold "right angle master water shutoffs" for both bathrooms under the sink in the guest bath and shut off colored angle stops for the washing machine. There are angle shutoff valves in the kitchen. 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, a "Water Shut Off" must be requested from the Front Desk. Refer to the Water Shut Off Request form available at the Front Desk for rules, such as advance notice, start time, and fee. *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.

L. Noise and Smoking

Loud radio playing or loud talking that can be heard in any other unit is prohibited. Unit doors must be kept closed, due to fire code. Smoking on the premises is prohibited.

M. Eating and Drinking

Workers' food and beverages taken on the premises may only be consumed in the owner's unit or on the third-floor Garden Lanai, as long as the area is cleaned afterwards.

6. ITEMS THAT WILL BE CONSIDERED IN APPROVING RENOVATIONS AT 1350 ALA MOANA

A. Kitchen

- a. Maintain the exhaust vents above the stove.
- b. Can install an under-counter microwave in the location of the exhaust vent.
 - i. Microwave oven exhaust fan to vent into the building exhaust vent.
- c. The telephone wiring must be rerouted by the telephone company, when removing or modifying the associated wall:
 - i. Telephone wiring work must be pre-arranged with the telephone company via the General Manager.
- d. Encourage the installation of additional apartment water shutoff valves for kitchen plumbing connections as well as new angle valves.
- e. Cabinet replacements typically require a permit, as it involves electrical and plumbing work.
 - i. The original electrical panel, with original kitchen cabinets just above/below, is prohibited by current code. If kitchen cabinets are removed, then the grandfather protection for the original electrical panel location is lost.
 - ii. Per code, unobstructed access to the electrical panel is required (e.g., an area roughly the size of a refrigerator around the panel should be kept open). This means no counter top beneath and no cabinet box above the electrical panel.
 - iii. Owners wishing to update kitchen cabinets have two options:
 1. Change electrical panel location
 2. Re-face and refurbish the original cabinetry without removing it

B. Living room

- 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 the kitchen and apartment hall is structural and cannot be moved.
- d. The wall between the living room and second bedroom is wall board and can be moved.
- e. If hardwood or tile flooring is to be placed in the living room, a sub floor is required to minimize sound transfer to the apartment below.
- f. 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 any safety glass that is removed so it could be replaced if the air conditioner is later removed.

- g. 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).

C. Entry/Doors

- a. Exterior surfaces of front doors may not be painted, stained, laminated, or otherwise treated which will change the appearance of the door. No decorations can be placed on the front door, nothing is allowed to penetrate the door surface, and nothing shall impair the fire rated seals, except with the approval of the Board or General Manager. No alteration shall be made to the surfaces surrounding the doorway, except for the installation of an additional non-penetrating doorbell. Doorbell specification may be obtained from the General Manager.
- b. Any new flooring must not alter the front door threshold.

D. Lanai and Lanai Awning

- a. Lanai tiling can worsen concrete spalling damage, which jeopardizes lanai safety, is expensive to fix, and can impact units below. Unit Owners will be responsible for the expense of repairing any damage caused by lanai tiling.
- b. If the lanai floor covering is to be replaced, recommend installation of tile, not carpet, and that a sealant be applied to prevent concrete spalling caused by water intrusion. Refer to APPENDIX J, LANAI TILE POLICY.
- c. Painting or modifying lanai walls or ceiling is not allowed.
- d. Drilling into or attaching any items to the lanai walls, ceilings, or floors, such as hanging or gluing mirrors, pictures, plants, hammocks, is not allowed – except for the installation of an approved lanai awning.
- e. Lanai railings are not to be drilled into or modified. Items, such as banners, flags, or safety devices may be secured to the inside of the lanai railings, as long as it does not affect the integrity of the lanai railing, impact neighbors' views, or detract from the uniform look of the building.
- f. Lanai sun awnings of the design, material, and vendor approved by the Board of Directors may be installed and information regarding them available from the General Manager. No other style or design awnings are authorized for installation, and any nonconforming awnings are to be replaced only with the approved type.
- g. Awnings to be secured to the lanai ceiling either directly inside or outside the light fixture (owner's preference). Attachments into ceilings (where moisture is not an issue), shall be set with 410 stainless steel tapcon and attachments into walls or floors must be set with 316 stainless steel tapcon and epoxy set (to prevent spalling).
- h. Bottom of the awning is to be inside the railing and must be secured so as to not hit the railing or building.

E. Bedrooms

- a. In each bedroom, the wall electrical outlet closest to the window is rated for an air conditioner unit (115v).
- b. Walls in the hallways and bedrooms are normally wall board and can be modified.
- c. When walls are modified, there are electrical outlets that must be relocated or capped.

- d. Ceiling lights or fans can be installed, but electrical connections normally must be from a wall electrical outlet and an appropriate conduit must be supplied.

F. Bathrooms

- a. Tub drains cannot be relocated (would require chipping or grinding in structural concrete floor)
- b. Tub/shower drains that are replaced must meet current building code requirements.
- c. For bath/shower pans, solid pans, such as vinyl or copper pans, are required. Failure to use a proper pan can cause leaks to the unit below.
- d. While not required, it is recommended to leave the original overflow drain within the bathtub if renovating (including bath to shower conversions). This provides another access point for a drain to be snaked if a clog occurs. A cover plate can be placed over the overflow drain (such as for bath-to-shower conversions).
- e. Tubs cannot be broken up with a jackhammer or sledge hammer (too much noise).
- f. Separate hot and cold water valves for the tub/shower are recommended, but not required, as they prevent plumbing issues within the stack.
- g. Toilets must meet current building code requirements.
- h. Master water shutoff valves for both bathrooms and washer are located under the sink in the guest bathroom.
- i. In the 01/02 units, the original electrical panel location is in the bathroom. Renovations involving the bathroom may require the electrical panel location to be changed.
- j. Bathrooms have fire-rated walls which help prevent fire moving to other units through ventilation channels. If the space between bathrooms is opened, fire stopping wall board thickness must be maintained.
 - i. Five thicknesses of wall board must be maintained between bathroom and piping space to ensure the proper firewall (licensed contractor will know this requirement).
 - ii. Owners may be required to redo fire-stopping if found lacking regardless of renovation plans.

G. Air Conditioners

- a. Refer to APPENDIX K, AIR CONDITIONER INSTALLATION POLICY.

H. Asbestos

- a. 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.
- b. These materials may only be worked on or removed by certified asbestos contractors.
- c. Asbestos removal is a Group C renovation.

I. Lead Paint

- a. Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women.

J. Concrete Surfaces

- a. 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.

- b. The only exception to this is for drilling small holes for attaching small objects, such as pictures, to the surface of interior unit walls, in which case Management is to be notified before work begins, and for the installation of a lanai awning (refer to D. Lanai and Lanai Awning above).
- c. No demolition jack hammers may be used at any time. Handheld power impact tools may be used if authorized by the General Manager on a case by case basis.
- d. No cutting or chipping is allowed on structural concrete surfaces (floors or ceilings).

K. Wiring

- a. Romex wiring (typically white vinyl covered, though it may be other colors) is prohibited, as it creates a fire hazard.
- b. Code requires metal jacketed conduits, either solid or flexible.
- c. Owners will be required to remove non-conforming wiring and replace with metal conduit, especially during renovations.

L. Stud Requirements

- a. Metal studs are required to be used in both walls and dropdown ceilings. The use of wood studs is prohibited.
- b. Fire code prohibits wood studs between walls in condos, as it helps reduce the fuel for fires in the building.
- c. Owners will be required to eliminate wood studs and use metal studs during renovation.

M. Flooring

- a. When existing flooring is removed or changed, unit owners shall ensure that proper waterproofing and sound abatement occurs.
- b. Waterproofing is required in wet areas, specifically kitchens and baths. This includes under cabinetry as well. Repeated spills in areas where they cannot be quickly wiped up can lead to spalling problems in the interior of the building.
- c. To minimize sound transmission from flooring, it is recommended that the owners install sound dampening material with minimum ratings of both 50 sound transmission class (STC) for ambient noise (sounds carried by air) and 50 impact isolation class (IIC).
- d. Exceptions: The Board will evaluate these situations on a case-by-case basis:
 - i. In the case of tile and stone, we realize few affordable underlayment products can produce a fifty-plus (50+) IIC rating without drop down ceilings below the reference six (6) inch concrete slab.
 - ii. Other products like vinyl and carpets do not have such difficult underlayment issues.

N. Drains

- a. In concealed spots, such as behind walls or in flooring, metal to metal joining is required as it was what the building was designed with. Do not use military clamps (i.e., rubber surrounded by metal clamping bands).
- b. Military clamps are allowed in accessible places such as below the kitchen and bathroom sinks.
- c. Failure to use proper pipe joining methods can cause unforeseen issues if the pipe or drain is ever snaked. The military clamps can come loose during the clean out and cause water damage to the units below.

O. Dryers

- a. The use of extension cords with dryers is prohibited.
- b. Solid or flexible hosing may be used for venting. Flexible hosing permanently installed through or behind cabinetry is prohibited by Hawaii Building Code.
- c. Dryer venting into the chase is prohibited, as it creates a fire hazard.
- d. Dryers vented indoors shall be connected to an indoor vent kit to trap lint (such as a vent box with a water filter), as lint buildup creates a fire hazard.
- e. Dryer venting through the bedroom or lanai windows is allowed, if the dryer is relocated to the bedroom/living room. Unit owners must use a licensed and insured electrician to install sockets in accessible places.

P. Combining Units

- a. Some walls between apartments are not structural concrete and may be modified to allow two apartments to be combined into one (i.e., placement of a door). A structural engineer must make this decision with the help of our building plans. The walls between the 01 and 02 units as well as between the 07 and 05 units have been modified in the past.

Acknowledged

The undersigned owner agrees to inform the owners' contractors and subcontractors of the above rules and to be responsible for ensuring that the owner and owners' contractors and subcontractors comply with the above rules.

Unit Number: _____

Contractor: _____

Date: _____

Unit Owner: _____

Date: _____

General Manager: _____

Date: _____

APPENDIX B: RULES FOR INSTALLATION OF ELECTRIC VEHICLE CHARGING SYSTEMS

ASSOCIATION OF APARTMENT OWNERS OF THE 1350 ALA MOANA CONDOMINIUM PROJECT ADDENDUM TO HOUSE RULES RULES FOR INSTALLATION OF ELECTRIC VEHICLE CHARGING SYSTEMS

1. As used in this addendum:

"Common elements" include the land, driveways and parking areas, foundations, floor slabs, columns, girders, beams, supports, unfinished perimeter and load-bearing walls, roofs, and recreational facilities (see Paragraph 6 of the Restated Declaration for more details).

"Limited common elements" means the parking spaces, storage facilities, and certain parts of the common elements that only serve certain apartments, as more specifically described in Paragraph 7 of the Restated Declaration and Section 514B-35 of the Hawaii Revised Statutes.

Note: Since the installation of electric vehicle charging systems in the parking areas will only be possible on the common elements and limited common elements, owners must comply with the procedures outlined below for installing electric vehicle charging systems on those areas.

"Apartment Owner" or "Owner" means the person who owns, or the persons owning jointly or in common, an apartment and its appurtenant common interest.

"Board of Directors" or "Board" means the Board of Directors of the Association of Apartment Owners of the 1350 Ala Moana Condominium Project.

"Electric vehicle charging system" or "system" means a system that is designed in compliance with Article 625 of the National Electrical Code and delivers electricity from a source outside an electric vehicle into one or more electric vehicles. An electric vehicle charging system may include several charge points simultaneously connecting several electric vehicles to the system.

2. Prohibitions

- a. No common element electrical outlet shall be used as an electric vehicle charging system. It is a theft to use the common element electrical outlets for one's personal use. The Association may file a police report and seek prosecution of the persons responsible when appropriate.
- b. No electric vehicle charging system shall be installed on any parking stalls without first obtaining the approval of the Board in writing. This approval requirement also applies to electric vehicle charging systems installed on a limited common element parking stall. In order to process the approval request, the Board may hire an electrical engineer, at the apartment owner's expense, to determine the capacity of the Association's electrical system and its ability to support the electric vehicle charging system.

- c. Only an apartment *owner* may install an electric vehicle charging system at the project. No tenant or other resident may install an electric vehicle charging system at the project except with the written permission of the apartment owner, and the apartment owner must: (i) submit the application form on behalf of the tenant; and (ii) on behalf of the tenant, assume all responsibilities imposed by these rules and the law on an apartment owner who installs an electric vehicle charging system.
- d. No one may make any cuts into the structure of the building (floors, walls, or ceiling) or trim any vegetation/landscaping on the common elements in connection with the installation of an electric vehicle charging system without the prior written permission of the Board. If a cut is made into the structure of the building, it must be approved by the Board and restored to a condition acceptable to the Board. The Board may require that the owner provide confirmation from an architect or structural engineer that any cuts in the structure of the building will not adversely affect the building.

3. Pre-Installation Procedure

Any owner proposing to install an electric vehicle charging system must:

- a. Submit a fully completed copy of the Association's electric vehicle charging system installation form (attached) and obtain the written consent of the Board prior to beginning the installation.
- b. Confirm that the installation includes a sub meter or similar device to determine the electricity used by the electric vehicle charging system. If the owner will not be billed directly by HECO, the device shall record the time, use, and all other information necessary to determine the cost of the electricity used by the electric vehicle charging system. Such information shall be made available to the Association and its Managing Agent via the internet or other similar means.
- c. Hire an electrician licensed in the State of Hawaii and with the required insurance (and other licensed and insured contractors, if necessary) to install the electric vehicle charging system and inform the electrician/contractor that the installation must comply with these rules.
- d. Obtain a building permit for the installation of the electric vehicle charging system.
- e. Comply with all the requirements of the National Electrical Code and all laws and regulations applicable to the electric vehicle charging system.
- f. Confirm in writing that the electric vehicle charging system will fully comply with these rules.

4. Installation Requirements

After receiving the Board's written approval to proceed, an owner installing an electric vehicle charging system at the project must:

- a. Install the electric vehicle charging system, including a sub meter or other similar device, on the apartment owner's limited common element parking stall or on a general common element that is as close as possible to that parking stall, in the location designated by the Board.
- b. Integrate the electric vehicle charging system installation into the architecture and design of the building and make the electric vehicle charging system as visually unobtrusive as possible.
- c. Paint all exposed surfaces to match the surface on which the electric vehicle charging system is mounted. (Hereafter, owners shall be responsible for ensuring that the painted surfaces are properly maintained to prevent peeling and cracking of the paint.)
- d. Ensure that exterior interconnecting components are minimized and that any parts of the electric vehicle charging system that must be installed on the exterior of walls, floors, or ceilings are enclosed with material that is similar in color and texture to the building.
- e. At all times comply with all procedures and requirements of Hawaiian Electric Company and Article 625 of the National Electrical Code.

5. Post-Installation Procedure

- a. Within fourteen (14) days of obtaining the Board's written approval of the installation of the electric vehicle charging system, the owner must provide the Board with a certificate of insurance from a company admitted to do business in Hawaii, naming the Association as an additional insured on the apartment owner's insurance policy. The certificate of insurance must show that the policy covers the electric vehicle charging system and their liability insurance limit shall be at least \$300,000.00 per claim.
- b. An owner must: (1) register the completed electric vehicle charging system installation with the Association within thirty (30) days of its installation; and (2) provide a written confirmation by the owner's electrician that the work has been completed in accordance with these rules, the National Electrical Code, and all applicable laws and regulations.
- c. The owner or tenant who uses the electric vehicle charging system shall be solely responsible for the cost of electricity used by the system and for ensuring that the sub-Meter or other similar device is functioning correctly at all times. If the electric charges are not paid by such owner or tenant, these charges may be assessed against the apartment and collected in the same manner as unpaid assessments for common expenses.

6. Maintenance, repair, replacement and removal.

- a. If an electric vehicle charging system is placed on a common element or limited common element, the apartment owner who installed the electric vehicle charging system and each successive owner of the apartment shall be responsible for:

- i. Any costs for damages to: (1) the electric vehicle charging system; (2) the common elements, including the common element electrical system; (3) the limited common elements; or (4) any adjacent units, arising or resulting from the installation, maintenance, repair, removal, or replacement of the electric vehicle charging system.
 - ii. Any repair, maintenance, removal, and replacement of the electric vehicle charging system (including the sub meter or other similar device installed to monitor the cost of electricity for the charging system), until the electric vehicle charging system has been removed from the common elements or the limited common elements.
 - iii. Removing the electric vehicle charging system if reasonably necessary or convenient for the repair, maintenance, or replacement of the common elements or limited common elements.
- b. The Board may also require the removal of an electric vehicle charging system that threatens the health or safety of project residents.
- c. The owner and each successive owner shall at all times have and maintain a policy of insurance covering the obligations of the owner under these rules. The policy shall name the Association as an additional insured under the policy, and the owner shall not less than annually provide the Board with a current certificate of insurance confirming that the policy is in effect. The certificate shall provide that the Association must be notified at least thirty (30) days prior to cancellation of the insurance. If the certificate of insurance does not provide such notice, the owner shall provide written notice to the Association within 10 days of the owner receiving such notice of cancellation from the owner's insurance companies or insurance agent.
- d. The Board may require the removal of the electric vehicle charging system and related wiring when the owner or tenant who installed the system moves out of the project, unless a new owner or tenant requests the retention of the system and assumes all responsibilities for the system under these rules.

APPENDIX C: RESOLUTION REGARDING COLLECTION OF RENT FROM TENANTS OF DELINQUENT APARTMENT OWNERS

RESOLUTION OF THE BOARD OF DIRECTORS OF THE ASSOCIATION OF APARTMENT OWNERS OF THE 1350 ALA MOANA CONDOMINIUM PROJECT, REGARDING COLLECTION OF RENT FROM TENANTS OF DELINQUENT APARTMENT OWNERS

WHEREAS:

An apartment owner's failure to pay maintenance fees and other assessments ("common expenses") undermines the financial stability of the Association and imposes an unfair and additional burden on the owners who are paying their common expenses;

The Board of Directors is required to collect common expenses from a delinquent owner using every reasonable means:

Article VI, Section 6 of the Restated By-Laws of Association of Apartment Owners of the 1350 Ala Moana Condominium Project, A Condominium Property Regime ("Restated By-Laws") authorizes the Board to demand rent from renters or lessees (collectively referred to below as "tenants") of a delinquent apartment owner;

Section 514B-145, Hawaii Revised Statutes, authorizes the Board, with the approval of a majority of the apartment owners, to collect rent from the tenant or rental agent of a delinquent apartment owner to reimburse the Association for the owner's unpaid share of the common expenses;

Article I, Section 2 of the Restated By-Laws requires that the provisions of the By-Laws must comply with the requirements of the law, including Section 514B-145; and

The Board has determined that collection of rent from tenants and rental agents at the project is a reasonable means of collecting delinquent common expenses because the common expenses pay for the services which the tenants receive;

NOW THEREFORE, the Board of Directors of the Associations of Apartment Owners of the 1350 Ala Moana Condominium Project adopts the following resolution to comply with Article I, Section 2 of the Restated By-Laws and Section 514B-145 of the condominium statute:

RESOLVED:

1. If an apartment owner is renting the apartment to a tenant or through a rental agent and fails to pay the apartment's share of the common expenses within thirty days after the payment is due, the Board of Directors may send a written demand to the tenant and or/rental agent to pay the tenant's rent directly to the Association. Each month, the Board may demand an amount sufficient to pay what the owner owes to the Association, provided the Board will not demand more in any one month than the tenant actually owes or that the rental agent has collected in rent for that month.

2. Before demanding any rent from the tenant and/or rental agent, the Board shall give the owner written notice that the Board intends to collect the rent from the tenant and/or rental agent. The notice shall be sent to the owners by first class and certified mail at the owner's address shown on the records of the Association and shall:
 - State the exact amount the Association claims is owed by the apartment owner; and
 - Indicate that the Board intends to collect that amount from the tenant's rent, together with any other amounts that become due and remain unpaid.
3. An owner may ask the Board to agree to a payment plan with the owner instead of collecting rent from the tenant and/or rental agent, but the Board shall not be required to accept a payment plan.
4. Demanding rent from an owner's tenant and/or rental agent shall NOT be deemed to prevent the Board from proceeding with foreclosure or any other means of collecting the owner's delinquent common expenses.
5. The collection of rent from an owner's tenant or rental agent shall be subject to the restrictions stated in Subsections 514B-145(e) and (f) of the Hawaii Revised Statutes.
6. In accordance with Sections 514B-145(g), this resolution shall take effect upon the approval of a majority of the apartment owners at an annual or special meeting of the Association or by the written consent of a majority of the apartment owners.

CERTIFICATE

I hereby certify that the above resolution was adopted pursuant to Section 514B-145 and the RESTATED BY-LAWS OF ASSOCIATION OF APARTMENT OWNERS OF THE 1350 ALA MOANA CONDOMINIUM PROJECT, A CONDOMINIUM PROPERTY REGIME by the Board of Directors of the Association, by a vote of the Board on March 5, 2012, and by the written consent of the majority of the apartment owners.

DATED: Honolulu, Hawaii April 28, 2012.

Yvette Rogers,
President, 1350 AOA

APPENDIX D: RESOLUTION REGARDING TERMINATING COMMON UTILITIES AND SERVICES TO DELINQUENT APARTMENT OWNERS AND PROHIBITING THEIR USE OF THE COMMON ELEMENTS

RESOLUTION OF THE BOARD OF DIRECTORS OF THE ASSOCIATION OF APARTMENT OWNERS OF THE 1350 ALA MOANA CONDOMINIUM PROJECT, REGARDING TERMINATING COMMON UTILITIES AND SERVICES TO DELINQUENT APARTMENT OWNERS AND PROHIBITING THEIR USE OF THE COMMON ELEMENTS

WHEREAS:

An apartment owner's failure to pay maintenance fees and other assessments ("common expenses") undermines the financial stability of the Association and imposes an unfair and additional burden on the owners who are paying their common expenses;

The Board of Directors is required to collect common expenses from a delinquent owner using every reasonable means:

Section 514B-146(e) (formerly Section 514A-90(e)), Hawaii Revised Statutes, authorizes the Board, with the approval of a majority of the apartment owners, to terminate common utilities and services of delinquent apartment owners and prohibit their use of the common elements; and

The Board has determined that terminating common utilities and services of delinquent apartment owners and prohibiting their use of the common elements is a reasonable means of collecting delinquent common expenses from delinquent owners, since the common expenses pay for the services which the owners receive at the project;

NOW THEREFORE, the Board of Directors of the Associations of Apartment Owners of the 1350 Ala Moana Condominium Project adopts the following resolution:

RESOLVED:

1. If an apartment owner occupies the apartment (if the unit is vacant, the owner is deemed to occupy the unit) and fails to pay the apartment's share of the common expenses when payment is due, the Board of Directors may send a demand for payment to the apartment owner. The demand shall include written notice that if the owner fails to pay in full within 60 days of the date of the notice, the Board may:
 - Terminate common utilities and services which the Association provides to the delinquent apartment owner; and
 - Prohibit the apartment owner's use of the common elements.
2. At the same time notice is sent to the apartment owner, a copy shall also be sent to anyone holding a first mortgage on the apartment, informing the mortgage holder that the Board intends to take such action against the owner.

3. The notice shall be sent to: (i) the owner by first-class and certified mail at the owner's address shown on the records of the Association; and (ii) the first mortgage holder at the address shown on the mortgage or any subsequent assignment of the mortgage.
4. An owner may ask the Board to agree to a payment plan with the owner but the Board shall not be required to accept a payment plan.
5. If the owner fails to pay the amounts owed to the Association or the Board does not approve the owner's payment plan, the Board may, as it deems appropriate.
 - Turn off any utilities or other services to the apartment which are paid for or provided by the Association, such as water, electricity, cable television, gas.
 - Prohibit the owner or any persons residing with or visiting the owner from using the common elements; including the recreation area, the community room, and other like facilities.
 - The Board may also deny the owner the right to pass over the common elements or to use a parking stall, even if that means the owner must park his car outside of the project.
6. This resolution shall NOT be deemed to prevent the Board from proceeding with foreclosure or any other means of collecting the owner's delinquent maintenance fees.
7. In accordance with Section 514B-146(f), this resolution shall take effect upon the approval of a majority vote of the apartment owners at an annual or special meeting of the Association or by written consent of a majority of the apartment owners.

CERTIFICATE

I hereby certify that the above resolution was adopted pursuant to Sections 514B-146(e) and 514B-146(f) of the Hawaii Revised Statutes and the RESTATED BY-LAWS OF ASSOCIATION OF APARTMENT OWNERS OF THE 1350 ALA MOANA CONDOMINIUM PROJECT, A CONDOMINIUM PROPERTY REGIME by the Board of Directors of the Association, by a vote of the Board on March 5, 2012, and by the written consent of the majority of the apartment owners.

DATED: Honolulu, Hawaii April 28, 2012.

Yvette Rogers,
1350 President

APPENDIX E: RESOLUTION RELATING TO THE MAINTENANCE OF DOORS AND WINDOWS

RESOLUTION OF THE BOARD OF DIRECTORS OF THE ASSOCIATION OF APARTMENT OWNERS OF THE 1350 ALA MOANA CONDOMINIUM PROJECT, A CONDOMINIUM PROPERTY REGIME RELATING TO THE MAINTENANCE OF DOORS AND WINDOWS

WHEREAS, the Board of Directors of the Association of Apartment Owners of the 1350 Ala Moana Condominium Project, a Condominium Property Regime ("Board") is authorized to oversee the administration and operation of the 1350 Ala Moana condominium project ("Project");

WHEREAS, the Project is governed by the Condominium Property Act, Hawaii Revised Statutes ("HRS") Chapter 514B; the Restated Declaration of Condominium Property Regime of 1350 Ala Moana ("Declaration"); the Restated By-Laws of Association of Apartment Owners of the 1350 Ala Moana Condominium Project, a Condominium Property Regime ("By-Laws"); and the Association of Apartment Owners of 1350 Ala Moana. Rules and Regulations ("House Rules"), as amended;

WHEREAS, the Declaration and the By-Laws do not always clearly state the responsibility for certain portions of the Project, including in some instances, the doors, windows, pipes, wires and conduits at 1350 Ala Moana;

WHEREAS, Paragraph 5 of the Declaration includes the lanais, the inner decorated or finished surfaces of the walls, floors and ceilings, the walls and partitions which are not load-bearing, and the built-in fixtures in the description of the apartments;

WHEREAS, Paragraph 6(b) of the Declaration states that the main walls are included in the common elements of the Project;

WHEREAS, the above provisions of the Declaration indicate that the apartments include the air space within the perimeter walls of the apartments, including the lanai air space;

WHEREAS, Paragraph 5 of the Declaration indicates that the boundaries are the finished surfaces of the apartments walls, floors and ceilings;

WHEREAS, Hawaii Revised Statutes Section 514B-35(1) states that except as provided in the Declaration, all lath, furring, wallboard, plasterboard, plaster, paneling, tiles, wallpaper, paint, finished flooring, and any other materials constituting any part of the finished surfaces are included in the apartments;

WHEREAS, HRS §514B-35(1) states that except as provided in the Declaration:

If walls, floors, or ceilings are designated as boundaries of a unit, all lath, furring, wallboard, plasterboard, plaster, paneling, tiles, wallpaper, paint, finished flooring, and any other materials constituting any part of the finished surfaces thereof are a part of the unit, and all other portions of the walls, floors, or ceilings, are a part of the common elements

WHEREAS, the Association is responsible for the maintenance, repair and replacement of the common elements of the Project pursuant to Article III, Section 2(a) and Article X, Section 4 of the By-Laws;

WHEREAS, owners are responsible for the maintenance, repair and replacement of their apartment pursuant to Article X, Section 3 of the By-Laws;

WHEREAS, based on the above provisions: (1) the apartments' vertical boundaries are the finished surfaces of the perimeter walls, including the lanai railing wall; (2) the apartments' horizontal boundaries are the finished surfaces of the floor and ceiling; (3) the finished surfaces of the perimeter walls, floors and ceilings are the lath, furring, wallboard, plasterboard, plaster, paneling, tiles, wallpaper, paint, finished flooring, and any other similar materials and are part of the apartments; and (4) the apartments include the sliding glass doors and windows located on the wall between the apartment interior and the lanai (the lanai wall") because the lanai wall is a partition wall that is located within the apartment's boundaries and not a perimeter wall (since it is not on the perimeter of the apartment);

WHEREAS, HRS Chapter 514B, requires the Board to collect reserves for all parts of the project which the Association must maintain, repair, and replace;

WHEREAS, reserve rule 16-107-65(b), adopted by the Hawaii Real Estate Commission, states that if responsibility for a particular part of the project is not clearly stated, the following procedure shall apply:

(b) The Board shall compile a list of the Association's assets. If the project's Declaration and Association's Bylaws fail to clearly state whether a particular part of a condominium project is Association property, the Board may adopt a resolution allocating responsibility for that part to the Association, an individual owner, or individual owners. The Board's resolution shall be based on Chapter 514A, HRS, the project's Declaration and the Association's Bylaws, and any other applicable legal requirements or documents. The resolution shall clearly indicate whether the part in question:

(1) is an asset of the Association;

(2) Is the responsibility of an individual owner or individual owners, but fewer than all owners; or

(3) Is partly an asset of the Association and partly the responsibility of fewer than all owners, such as plumbing or electrical system. The Board has decided to adopt a resolution allocating responsibility for the maintenance repair and replacement of windows in apartments, so the Association can establish adequate reserves for those parts of the apartment windows which the Association must maintain, repair and replace;

WHEREAS, on that authority, the Board has determined to allocate the responsibility for doors and windows as provided in this resolution;

NOW, THEREFORE, BE IT RESOLVED that the Board, upon careful consideration of all the information available to it, adopts the following policy:

1. The lanai sliding glass doors and the windows located on the wall between the apartment interior and the lanai are included in the apartments and normally the responsibility of each apartment owner.

2. The lanai railing and the short wall it sits on are part of the common elements and an asset of the Association (except the interior decorated surfaces of the wall). The Association is responsible for their maintenance, repair and replacement,

3. The apartments' entry doors and the windows located on the perimeter walls of the building are common elements (or limited common elements) and an asset of the Association (except for the interior decorated surface of the doors). The Association is responsible for their maintenance, repair and replacement.

CERTIFICATE

I, Yvette Rogers of the Board of Directors of the Association of Apartment Owners of the 1350 Ala Moana Condominium Project, do hereby certify that the foregoing is a true copy of the resolution duly adopted at a meeting of the Board of Directors, duly held on February 22, 2012 and duly entered in the book of minutes of the Association, and that this resolution is in full force and effect.

DATED: Honolulu, Hawaii, April 30, 2012

ASSOCIATION OF APARTMENT OWNERS
OF THE 1350 ALA MOANA CONDOMINIUM
PROJECT
By: Yvette Rogers
President AOAO

APPENDIX F: RESOLUTION REGARDING HIGH-RISK COMPONENTS

ASSOCIATION OF APARTMENT OWNERS OF THE 1350 ALA MOANA CONDOMINIUM PROJECT RESOLUTION REGARDING HIGH-RISK COMPONENTS

WHEREAS, Hawaii Revised Statutes ("HRS") §514B-138(a) authorizes the Board, after notice to all unit owners and an opportunity for owner comment, to determine that certain portions of the units, or certain objects or appliances within the units pose a particular risk of damage to other units or the common elements if they are not properly inspected, maintained, repaired, or replaced by owners.

WHEREAS, Article III, Section 2 and Article X, Section 1 of the Restated By-Laws of the Association, as amended and restated ("By-Laws") give the Board broad powers to operate and manage the 1350 Ala Moana condominium project ("Project") for the benefit of the Association and its members.

WHEREAS, among other things, leaking plumbing fixtures and washing machines (also including, but not limited to, those items listed in Exhibit "A") can cause severe water damage to the Project. Delays in taking action to: (i) eliminate water leaks and water intrusion in units; (ii) eliminate water leaks and water intrusion into walls, floors, and ceilings; and/or (iii) repair and replace any damage caused by water leaks, may lead to mold problems and expensive remedial action.

WHEREAS, the other high-risk components identified in Exhibits "A" and "B" pose similar risks, including the risk of: (1) lawsuits; (2) increase in claims on the Association's insurance policies; and (3) damage to other units and the common elements.

WHEREAS, HRS §514B-137(a) requires each unit owner to afford to the Association and its employees, independent contractors, and agents access – during reasonable hours – through the owner's unit reasonably necessary for the operation of the property.

WHEREAS, HRS §514B-137(b) gives the Association the irrevocable right, to be exercised by the Board, to have access to each unit at any time as may be necessary for making emergency repairs to prevent damage to the common elements or to another unit or units.

NOW, THEREFORE, BE IT RESOLVED THAT the Board of Directors of the Association of Apartment Owners of the 1350 Ala Moana Condominium Project, on behalf of the members of the Association, hereby adopts the following resolutions to designate high-risk components, and establish requirements for care of high-risk components:

A. Designation of High-Risk Components. The components listed in Exhibit "A" attached hereto are designated high-risk components.

B. Replacement at Specific Intervals. The components listed in Exhibit "B" attached hereto shall be replaced at the intervals specified in Exhibit "B". Upon request, owners shall

provide a copy of: (a) the contractor's invoice showing that the component has been replaced as required; and (b) a copy of the writing establishing a replacement interval different than 5 years.

C. Inspections. The Association may conduct inspections of the high-risk components upon notice to the owners and residents. During the inspection, certain high-risk components may be identified as faulty. For purposes of this resolution, a high-risk component is faulty if (1) the component has failed; (2) the component is near failure in the judgment of the inspector; and (3) the component's age is such that the inspector believes that it should be repaired or replaced even if not otherwise faulty. The Association may include in the notice of inspections an opportunity for the owner to elect to have the Association repair or replace any faulty high-risk components identified during the inspection at the cost of the owner. The Association is under no obligation to repair or replace the faulty high-risk component, but if it does so, the owner will be responsible for all costs and expenses of the repair or replacement except as provided in Paragraphs E and F, below. Nothing herein shall override the Association's authority to conduct emergency repairs and replacements of unit components.

D. Repair or Replacement. If a high-risk component is identified as faulty during an inspection conducted pursuant to this resolution, the high-risk component shall be repaired or replaced by the time identified in the inspection report or the cover letter unless the Association has repaired or replaced the faulty high-risk component pursuant to paragraph C, above. In the event that the Association has repaired or replaced a faulty high-risk component pursuant to paragraph C, above, and except as provided in Paragraphs E and F, below, the Association shall notify the owner and assess the owner the cost of the repair or replacement which if unpaid shall constitute a lien on the unit as provided by HRS Section 514B-146. Within four business days of completion of the repair or replacement of the faulty high-risk component, the owner shall provide a copy of the contractor's invoice showing that the repair or replacement has occurred. If the faulty high-risk component is located in a unit, the unit owner shall be responsible for the cost of repairing or replacing the high-risk component, except as provided in Paragraphs E and F, below. If the faulty high-risk component is located in a common element and it has been damaged by the owner, the Association shall repair or replace the components, but the owner will be charged the cost except as provided in Paragraphs E and F, below.

E. Repair and Replacement as a Common Expense. Notwithstanding anything to the contrary stated herein, the Board in its sole discretion may choose to have the cost of repairing or replacing faulty high-risk component(s) paid for as a common expense.

F. Plumbing Fixtures. Items 1, 2, 3, 4, 5, 13, 14 and 15 are designated as the "Plumbing Fixtures". The Plumbing Fixtures are determined to be faulty if an owner cannot prove that they have been replaced between 1968 and 2013. The Board has determined that the Plumbing Fixtures that were part of the Project in 1968 must be replaced in 2013. Even if replaced between 1968 and 2013, the Plumbing Fixtures may be required to be replaced if determined to be faulty by an inspection pursuant to Paragraph C, above. If an owner cannot provide proof that any of the Plumbing Fixtures have been replaced between 1968 and 2013 or the Plumbing Fixture is required to be replaced pursuant to Paragraph C, above, the Association will replace the Plumbing Fixture in 2013 as a common expense. Nothing herein shall: (a) excuse an owner from paying for the costs incurred by the Association by an owner's failure to provide access to the Association, its contractors and agents to allow the Association to repair or maintain the Plumbing Fixtures; and (b) require the Association to repair or maintain the Plumbing Fixtures as a common expense in the future or in the past.

G. Failure to Comply with Resolution. If an owner: (a) fails to comply with the requirements of this resolution within the time frame in the inspection report or cover letter, (b) fails to make their unit available for any work covered by this Resolution in a timely manner; or (c) does anything or refrains from doing anything that results in additional costs for the Association relating to work covered by this Resolution, then the Association is authorized to: (1) enter the unit to perform the requirements with regard to such high-risk components at the sole cost and expense of the unit owner, which costs and expenses shall be a lien on the unit as provided in section 514B-146; (2) charge the unit owner any expenses incurred by the Association as a result of the actions or inactions of the unit owner; (3) issue fines and penalties against the unit owner; (4) take any steps authorized by the Declaration, By-Laws, or applicable law.

BE IT FURTHER RESOLVED THAT nothing in this resolution shall be deemed to limit the remedies of the association for damages, or injunctive relief, or both.

I, Yvette Rogers, President of the Board of Directors of the Association of Apartment Owners of the 1350 Ala Moana Condominium Project, do hereby certify that the foregoing is a true copy of the resolution duly adopted at a meeting of the Board of Directors, duly held on December 14, 2012 and duly entered in the book of minutes of the Association and that this resolution is in full force and effect.

Yvette Rogers,

ASSOCIATION OF APARTMENT
OWNERS OF THE 1350 ALA MOANA
CONDOMINIUM PROJECT

EXHIBIT "A"

DESIGNATION OF HIGH-RISK COMPONENTS

1. All water shutoff valves within the apartment units.
2. All waste outlet toilet seals within the apartment units.
3. All appliance hoses and/or water supply lines within the apartment units.
4. All faucets, toilets, tub & shower head systems.
5. All drain lines that serve only the apartment units.
6. All electrical panels and other electrical systems servicing the apartments.
7. All electrical outlets within the apartment and lanai areas.
8. All dryer vent systems.
9. All windows, frames, screens, and lanai sliding door systems.
10. All air conditioning systems.
11. All smoke detector systems.
12. All awnings.
13. All washer valve boxes and associated supply piping.
14. Fire-rated plumbing shaft wall assembly (including drywall, fire stopping products, and paint) and related components (including exhaust sub-ducts).
15. Abatement of all hazardous materials as required to access any of the above components (including but not limited to asbestos).
16. Insulation/fire and smoke safety seal around inside of perimeter of front door frame.
17. Other items as determined from time to time by the Board.

EXHIBIT "B"

**HIGH-RISK COMPONENTS THAT NEED TO BE REPLACED
AT SPECIFIC INTERVALS**

	Name of Component	Shall be replaced according to manufacturer's specifications
	Washing machine water hoses	5 years unless the manufacturer recommends a different period in writing
	Kitchen sink faucet hose	5 years unless the manufacturer recommends a different period in writing
	Refrigerator ice maker water hose	5 years unless the manufacturer recommends a different period in writing
	Bathroom sink faucet hose	5 years unless the manufacturer recommends a different period in writing
	Bathroom toilet water hose	5 years unless the manufacturer recommends a different period in writing
	Bathroom toilet wax seal	5 years unless the manufacturer recommends a different period in writing
	A/C drip line drain	5 years unless the manufacturer recommends a different period in writing
	Bathroom toilet components	5 years unless the manufacturer recommends a different period in writing

APPENDIX G: HOUSE RULE AMENDMENT REGARDING SMOKING, SOLICITATION, AND FAIR HOUSING

House Rule Amendment Adopted November 20, 2013

SMOKING

Smoking is prohibited everywhere on and throughout the property of 1350 Ala Moana. Without limiting the generality of the foregoing, this prohibition applies to within each apartment unit and lanai, indoor and outdoor recreational areas (such as the gym, party room, conference room, pool, and the grills, etc.), indoor and outdoor common areas, the entrance drive way, and the parking structure. No owner shall smoke, or permit smoking by any occupant, agent, tenant, invitee, guest, friend, or family member anywhere on the 1350 property.

For the purposes of this rule, “smoking” includes the inhaling, exhaling, breathing, carrying, or possession of any lighted cigarette, cigar, pipe, or other product containing any amount of tobacco, cannabis (including medical cannabis), use of electronic cigarettes, and any activity that is included in the definition of “smoking” under Hawaii law (Section 328J-1 of the Hawaii Revised Statutes, as amended).

Smoking shall constitute a violation of Article V, Section 1(i) of the Restated By-Laws.

The Board of Directors, Resident Manager, and Managing Agent are authorized by the applicable condominium documents to take reasonable action, as may be necessary, to enforce this rule.

SOLICITATION

To help protect the privacy of the residents at 1350 Ala Moana, there will be no solicitation of goods, services, information, or support for any activity of any kind, whether it be charitable, commercial, noncommercial, or personal, permitted on the premises of 1350 Ala Moana, except those approved by the Board of Directors. All door-to-door solicitation is prohibited, even if the solicitation relates to proxies or other Association matters.

For the purposes of this rule, the term “solicitation” includes, but is not limited to, the act of any person who goes from apartment to apartment (1) requesting, either directly or indirectly, money, credit, funds, contributions, personal property or anything of value; (2) taking or attempting to take orders for the sale of any goods, wares, merchandise or services of any kind or description, for future

delivery or for services to be performed now or in the future, either in person or by distributing flyers and leaflets; (3) selling and making immediate delivery of any goods, wares, merchandise or services of any kind or description; (4) communicating or otherwise conveying ideas, views or beliefs or disseminating oral or written information to another whether it may be a current issue, political, religious or charitable in nature; (5) seeking to influence the personal belief of the occupant of any apartment in regard to any current issue or political or religious matter; (6) seeking to obtain, from an occupant of any apartment an indication of the occupant's belief or opinion in regard to any current issue, political or religious matter; and (7) conducting a poll, survey, petition drive, or collecting proxies in regard to any current issue or political matter.

For alternative methods of disseminating or collecting information that is neither offensive, religious, or political in nature, consult the General Manager. Apartment owners may solicit proxies or distribute materials relating to Association matters only in the lobby, and only during the hours of 8:30am to 4:30pm.

FAIR HOUSING

Notwithstanding anything to the contrary contained in the Restated Declaration, the Restated By-Laws, or these House Rules, the Board is authorized to grant disabled residents:

1. Permission to make reasonable modifications to their units and/or the common elements at their expense (including without limitation the cost of obtaining any bonds), if such modifications are necessary to enable them to use and enjoy their units; and
2. Reasonable exemptions from the Restated Declaration, the Restated By-Laws and the House Rules when necessary to enable them to use and enjoy their units.

Those individuals applying for modifications or exemptions shall make the request in writing where practicable. The request shall set forth the nature of the request, the specific modification or exemption being sought, the reasons why the modification or exemption is needed to accommodate a disability, the reasons why the request is reasonable, and any other facts relevant or helpful to the Board in making a determination whether to grant the request. It may also be necessary for you to provide a certification from your doctor or other health professional. The Board may require the owner and the Association to execute a written memorandum of understanding regarding the request. The Board meets periodically. If your request must be considered before the next Board meeting, please include information on your request explaining the need for expedited action.

APPENDIX H: REASONABLE ACCOMMODATION AND MODIFICATION POLICIES & PROCEDURES

ASSOCIATION OF APARTMENT OWNERS OF 1350 ALA MOANA'S REASONABLE ACCOMMODATION AND MODIFICATION POLICIES & PROCEDURES

POLICY

The Association of Apartment Owners of 1350 Ala Moana (“Association”) complies with the requirements of HRS Chapter 515 and the federal Fair Housing Act with respect to providing reasonable accommodations or modifications that are necessary to afford an equal opportunity to use and enjoy a housing accommodation because of a disability.

The Association’s Reasonable Accommodation and Modification Policy prohibits:

1. Refusing to permit, at the expense of a person with a disability, reasonable modifications to existing premises occupied or to be occupied by the person if modifications may be necessary to afford the person full enjoyment of the premises; and
2. Refusing to make reasonable accommodations in rules, policies, practices, or services, when the accommodations may be necessary to afford a person with a disability equal opportunity to use and enjoy a housing accommodation.

If you are a person with a physical or mental condition that substantially limits one or more of your major life activities, including but not limited to, walking, seeing, hearing, breathing or caring for oneself, and you need a modification to your unit or to a common use area or an accommodation to rules, policies, practices, or services of the Association in order to use and enjoy your housing unit, please contact the Property Manager and/or the Resident General Manager for assistance with your request for a reasonable accommodation or modification.

Upon receiving a request for a reasonable accommodation or modification the Board of Directors for the Association (the “Board”) will consider: (1) whether the person requesting the accommodation has an apparent disability or has provided verification of their disability, and (2) whether the requested accommodation and/or modification alleviates one or more symptoms or effects of their disability. If the answer to either of these questions is “No”, the Association may lawfully deny the requested accommodation and/or modification.

REASONABLE MODIFICATIONS

A reasonable modification is a structural change made to a housing accommodation. The Association is required to allow modifications to a unit or common elements of the project where the modification is necessary for the equal use and enjoyment of the unit or the common elements of the project and the modification will not result in undue financial or administrative burden to the Association. Similarly, an owner who leases a unit at 1350 Ala Moana, is required to allow modifications to their unit where the modification is necessary for the equal use and enjoyment of the unit.

Where it is reasonable to do so, the Association may condition the granting of a reasonable modification made to the interior of a unit upon an agreement by the requesting party to restore the interior of a dwelling to the condition that existed before the modification was made, reasonable wear and tear excepted, when they vacate the unit. If the modification does not affect the Association, its residents, or the subsequent occupant's use or enjoyment of the premises, the requestor shall not be required to restore the premises to its prior state.

In addition, where it is reasonable to do so, any owner or, if the Association owns the unit, the Association, who leases a unit at 1350 Ala Moana to a tenant who requests a reasonable modification to the interior of a unit may condition the granting of the reasonable modification to the tenant upon agreement by the tenant to restore the interior of the unit to the condition that existed before the modification was made, reasonable wear and tear excepted. If the modification will not affect the use or enjoyment of the unit by the owner of the unit or any subsequent occupant, the requestor shall not be required to restore the premises to its prior state.

REASONABLE ACCOMMODATIONS

The Association's Non-Discrimination Policy and Reasonable Accommodation Policy allow for reasonable accommodations in rules, policies, practices, or services, when the accommodations may be necessary to afford a person with a disability equal opportunity to use and enjoy the project.

Reasonable accommodations may include waiving or varying rules or policies to allow a resident with a disability to keep an assistance animal. The Association will grant reasonable accommodations to in their no-pets rules to allow a resident with a disability to keep an assistance animal when the animal is necessary to ameliorate the effects of that resident's disability and provide the resident with a disability an equal opportunity to use and enjoy his/her dwelling unit and the common elements of 1350 Ala Moana. Under state and federal law an assistance animal includes service animals, guide dogs, signal dogs, and emotional support animals that are necessary for a resident with a disability to have an equal opportunity to use and enjoy his/her dwelling unit.

If you are a person who has a physical or mental condition that substantially limits one or more of your major life activities, you may request a reasonable accommodation to the Association's no-pets rules to allow you to keep an assistance animal when the animal is necessary to ameliorate the effects of your disability. If the disability-related need for an assistance animal is not readily apparent, the Association is permitted to ask you to provide information verifying that you have a disability and that the assistance animal is needed to alleviate one or more symptoms of your disability.

In cases where the mere presence of the assistance animal alleviates one or more symptoms or effects of the resident's disability, the Association will not require verification that animal has been trained to assist with symptoms or effects of a disability.

Whenever the Association grants an exception to its no-pets rules and allows a resident with a disability to keep an assistance animal to ameliorate the effects of that person's disability, the Association is permitted to impose reasonable restrictions upon that resident and the assistance animal. The restrictions imposed, however, will not deny the resident with a disability an equal opportunity to use and enjoy his/her dwelling unit and the common elements of the project. The reasonable restrictions will be applied uniformly to all residents who are granted reasonable accommodations that are similar in nature. The restrictions may include the following:

1. Requiring the observance of all applicable laws, including leash laws and pick-up laws;
2. Requiring that the resident with a disability or their parent or guardian to assume responsibility for damage caused by the animal;
3. Requiring that unit be appropriately cleaned upon vacating, including fumigation, deodorizing, professional carpet cleaning, or other appropriate methods, when reasonably necessary;
4. Requiring that the animal's waste be cleaned, collected and properly disposed of;
5. Requiring the animal to be licensed with the county, if licensing is required by the county;
6. Requiring the animal to be vaccinated and proof of the same;
7. Requiring that the animal be kept under the control of the animal's owner or handler by use of harness, leash, tether, cage, carrier, or other physical control in the common areas. In cases where the nature of the person's disability makes physical control impracticable, or if physical control would interfere with the assistance that the animal provides, the restrictions may include other effective means of controlling the animal; and
8. Restrictions reasonably aimed at restoring the unit or common elements to the condition they were prior to the occupancy of the resident with a disability except for reasonable wear and tear.

If the Association provides a warning letter that an assistance animal is causing excessive noise or other problems, the person who has an assistance animal must resolve the concern with the Association within a reasonable period of time.

The Association will neither require a person with a disability requiring an assistance animal to pay any fee, deposit, charge for keeping the animal or obtain insurance as a condition of the Association's approval of a reasonable accommodation request or as a condition of keeping the assistance animal.

NO RETALIATION

The Association's Non-Discrimination Policy prohibits threatening, intimidating, interfering, or otherwise obstructing or preventing a person in the enjoyment or exercise of full and equal rights to enjoy a housing accommodation as guaranteed by HRS Chapter 515. No prospective or current owner, tenant or occupant will be subject to adverse action by the Association because they

requested a reasonable accommodation or modification or because a person with whom they are associated has requested a reasonable accommodation.

PROCEDURE FOR REQUESTING REASONABLE ACCOMMODATIONS AND/OR MODIFICATIONS

It is preferred that a reasonable accommodation and/or reasonable modification request be submitted in writing to the Resident Manager or the Managing Agent, however reasonable accommodation requests may also be conveyed orally to the Resident Manager or the Managing Agent.

A request for a reasonable accommodation or modification may be initiated by completing the *Request For Reasonable Accommodation And/Or Reasonable Modification (B-1)* form.

If you have difficulty completing the application form, the Managing Agent can assist you in completing the form. Oral requests for reasonable accommodations and/or reasonable modifications may be made to the Managing Agent, who will then complete the *Request For Reasonable Accommodation And/Or Reasonable Modification (B-1)* form on your behalf.

In accordance with Hawaii Administrative Regulation § 12-46-306 (a) (1) the Association will be permitted to require or seek to verify a non-apparent disability. The Association will not, however, seek further verification of disability where the disability is apparent. Further, the Association will not request medical records or make inquiries into the diagnosis, nature, or severity of the person's disability.

Where the disability is not apparent, the Association will require verification that the person requesting a reasonable accommodation and/or reasonable modification has a physical or mental condition that substantially limits one or more of their major life activities and that the requested reasonable accommodation or modification will alleviate one or more symptoms of that disability. Verification may be provided by a letter or other written communication from the person's treating health care professional, mental health professional, or social worker. The Association will be permitted to enter into an interactive dialogue with the person making the request regarding any issues related to the verification that are unclear. Additional forms will be provided by the Resident Manager and the Managing Agent as it may concern your application.

In processing requests for a reasonable accommodation and/or reasonable modification, the Association will take reasonable measures to protect the confidentiality of all information and documentation disclosed in connection with the request. Such measures will include limiting access to such information to those persons specifically designated to deal with requests for a reasonable accommodation and/or reasonable modification under this policy. All written requests and associated documents will be maintained in a secure area to which only designated persons will have access.

The Association and its agents have an obligation to provide prompt responses to a reasonable accommodation and/or modification request. Any undue delay in responding to a request for a reasonable accommodation or modification because of disability is prohibited. The Association will provide written approval, temporary approval or denial of the reasonable accommodation and/or modification request within a reasonable time from the date of the receipt of the request.

Prior to denying a request, the Association will attempt to engage in an interactive process with the person making the request to discuss possible alternative accommodations and/or modifications that might effectively meet the person's disability-related needs. The Association recognizes that a person with a disability is generally in the best position to know whether or not a particular accommodation will be effective in meeting his or her needs. If the request is denied, an explanation for the reasons for denial will be included in the written notification. If a request is denied, the person making the request or their designee may appeal the denial to the Board, at which time the Board will review the decision to deny the request.

If you believe a request for a reasonable accommodation or modification has been unlawfully denied by the Association, you may file a complaint with:

HAWAII CIVIL RIGHTS COMMISSION

830 Punchbowl Street, Room 411

Honolulu, Hawaii 96813

Phone: (808) 586-8636

TDD: (808) 586-8692

Facsimile: (808) 586-8655

E-mail: info@hicrc.org

Website: <http://www.hawaii.gov/labor/hcrc/>

All prospective or current owners, tenants, or occupants at 1350 Ala Moana may file a complaint for discrimination or potential discrimination to the Hawai'i Civil Rights Commission without fear of retaliation.

B-1
REQUEST FOR REASONABLE ACCOMMODATION
AND/OR REASONABLE MODIFICATION

DEFINITION OF DISABLED

Under Hawai'i and the federal Fair Housing Act, an individual is disabled if he/she has a physical or mental impairment that substantially limits one or more major life activities including, but not limited to, walking, seeing, hearing, speaking, breathing, thinking, communicating, performing manual tasks, and caring for oneself

If you, a member of your household, or someone associated with you has a disability, and feel that there is a need for a reasonable accommodation and/or reasonable modification for you or that person to have an equal opportunity to use and enjoy a dwelling unit or the common areas of 1350 Ala Moana, please complete this form and return it to the Property Manager and/or the Resident General Manager.

Please check all items that apply and explain fully.

If you cannot fill out this form yourself, please contact the Property Manager and/or the Resident General Manager and we will assist you in completing this form.

We will provide written approval, temporary approval or denial of the reasonable accommodation and/or modification request within a reasonable time from the date of the receipt of the request.

Name of Applicant:

Signature of Applicant:

Today's Date: _____

1. The person who has a disability requiring a reasonable accommodation and/or reasonable modification is:

_____ Me

_____ A person associated with me.

Name of the person with a disability: _____

Name of the person completing this form (if not person above): _____

Relationship to the person with a disability: _____

Address: _____ ; Telephone No. _____

2. I am requesting the following change(s) so that I or a person associated with me can live here with an equal opportunity to use and enjoy the premises (check all of the changes that apply):

____ A physical change to my apartment or the common areas. I need the following change:

____ A change in a rule, policy, or practice. I need the following:

I need this reasonable accommodation and/or modification because:

If the request requires a modification, the Association may condition the granting of a reasonable modification to the interior of the unit upon an agreement by the resident requesting the modification to restore the interior of the unit to the condition that existed before the modification was made, reasonable wear and tear excepted. If the modification does not affect the use or enjoyment of the premises by other members of the Association or their tenants, the requestor shall not be required to restore the unit to its prior state.

In addition, where it is reasonable to do so, if you are leasing a unit from the Association or an owner, the party leasing the unit may condition the granting of your reasonable modification to the

interior of the unit upon you agreeing to restore the interior of the unit to the condition that existed before the modification was made, reasonable wear and tear excepted. If the modification does not affect the unit owner's or any subsequent occupant's use or enjoyment of the unit, the requestor shall not be required to restore the unit to its prior state.

4. If you are requesting an accommodation involving an assistance animal, please provide the following information:

Information about the Animal:

Name of Animal _____

Type/Breed _____

Spayed or Neutered? YES_____ NO_____

Microchip Number _____

Has the animal been vaccinated? YES_____ NO_____

List vaccinations received (with dates): _____

Animal's References

Veterinarian: _____

Address: _____ Telephone No.: _____

Attach Photo Here



Photo of Animal

REQUESTOR

Date

RESIDENT MANAGER Date

APPENDIX I: NON-DISCRIMINATION POLICY AND POLICY AGAINST HARASSMENT

ASSOCIATION OF APARTMENT OWNERS OF 1350 ALA MOANA'S NON-DISCRIMINATION POLICY AND POLICY AGAINST HARASSMENT

NON-DISCRIMINATION POLICY

Pursuant to HRS 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 Association 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 HRS Chapter 515 and the Federal Fair Housing Act. When providing services and facilities or enforcing the rules at the project, the Association will not allow discrimination, except as permitted by law. In particular, the Association will not treat any person unequally:

1. In granting or withholding any approval or consent required under the Association's rules.
2. In enforcing requirements of the Association rules about occupancy restrictions or use of the recreational facilities which might unlawfully restrict families with children.
3. In connection with requests of disabled occupants or visitors of the project to have guide dogs, signal dogs, or other animals required because of the occupant's or visitor's disability; except that if the animals become a nuisance to others they will not be permitted at the project and will have to be removed.
4. In processing requests of disabled occupants 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 Association rules, to enable those occupants to have full use and enjoyment of the project.

The Board will suspend any requirement of the Association rules which, if enforced, could result in unlawful discrimination. If, however, a resident of the project or a visitor is requesting: an animal; modifications to an apartment or the project; or an exemption from the rules because of a disability, the Association may require written confirmation of the disability from a physician or other qualified person, including a statement from the physician or other qualified person as to the reasonable accommodation which is being requested. Please contact the Managing Agent if you have any questions.

POLICY AGAINST HARASSMENT

1. The Association seeks to promote reasonable use and enjoyment of the Project without discrimination or harassment because of one's race, sex (including gender identity or expression), sexual orientation, color, religion, marital status, familial status, ancestry, disability, age, HIV infection, national origin, or handicapped status, or any other grounds

protected under state and federal fair housing laws, regulations, and/or applicable executive orders.

2. Any incident of discrimination or harassment should be reported to the Managing Agent or any officer of the Association. The Association will make every effort to promptly investigate any allegations of discrimination or harassment in as confidential a manner as possible and to take appropriate corrective action if warranted.
3. A person should call the police if the person fears for his or her safety. The person may also seek a Temporary Restraining Order (“TRO”) with the appropriate court. After the TRO has been obtained, the person can call the police if the harassing conduct happens again.
4. One aspect of our policy requires particular clarification: our prohibition against any form of sexual harassment. We have listed below examples of conduct that are prohibited as well as outlined procedures for addressing any complaints of sexual harassment that may arise.

Sexual harassment may include unwelcome sexual advances, requests for sexual favors, exposing private body parts, and any other verbal, visual or physical conduct of a sexual nature. Sexual harassment also may include unwelcome sexual flirtations or propositions, verbal abuse of a sexual nature, subtle pressure or requests for sexual activities, unnecessary touching of an individual, graphic or verbal commentaries about an individual’s body, sexually degrading words used to describe an individual, a display of sexually suggestive objects or pictures in the work place, sexually explicit or offensive jokes, or physical assault.

Any resident or employee who feels a target of sexual harassment, including but not limited to any of the conduct listed above, by an Association employee, vendor, or director should bring the matter to the immediate attention of the Managing Agent or an Officer of the Board. As an alternative, the resident may contact any other member of the Board of Directors. Every effort will be made to promptly investigate all allegations of harassment in as confidential a manner as possible and take appropriate corrective action if warranted.

5. The Association expressly prohibits and does not condone any form of retaliation against any individual who has complained of harassment, cooperated with the investigation of a complaint, or acted as a witness during the investigation of a complaint.

APPENDIX J: LANAI TILE POLICY

1350 LANAI TILE POLICY

September 12, 2018

1. Tiles on concrete lanai areas are not a good thing except for aesthetics. Ponding water (tile and grout are not entirely waterproof) below tiles enhances spalling and conceals the need for repairs from inspection. Ponding can be a millimeter deep and create spalling and efflorescence issues.
2. Best practice is to remove layers above the bare cement base and address any underlying spalling or weakness properly before installing new tiles. It is imperative not to have areas that pond underneath tile layers, as stated above, as even a millimeter deep ponding will create issues. This can only be resolved by positive gravity drainage, so affirmative grading to drainage points is a must. After grading, a waterproof membrane should be installed as close to the tile surface as practical.
3. Note that some elevated areas should have a de-coupling mat to prevent cracking from normal building movement. It is not recommended to use the kinds of de-coupling mats requiring un-modified mortars, ex: Ditra Mat. The best are thinset mortars that are highly modified, like Laticrete Platinum. Highly modified mortars generally have less adhesion and efflorescence issues.
4. Tiles should be as waterproof as possible, so high quality porcelain tiles are one of the best selections. Note that traction is a good thing on lanai areas. Grouting should be as waterproof as possible. Epoxy grouting is a good choice, but regular (water mixed) grouting should not be used.
5. The tile and grouting surface should be sealed with an impregnating sealer. The life of such sealing should be considered when maintaining tile surface. Dry Treat or Perma Treat are decent sealers. The wet look sealers tend to reduce traction, so they are not recommended for lanai areas.
6. it is better to loose-lay a pool type mat with many holes in it that allows water to dry quickly without being trapped, or maybe a lattice wood-like deck planking loose laid on a surface waterproof coating. Note that carpets and astro-turf are just as bad, if not worse, for trapping moisture.

APPENDIX K: AIR CONDITIONER INSTALLATION POLICY

AIR-CONDITIONER INSTALLATION POLICY

November 7, 2019

The purpose for the policy is to ensure that all air-conditioners are safe and properly installed and do not have excess condensation which will leak onto units below causing a nuisance.

NEW A/C INSTALLATION

- A. Requests to install air-conditioners must be provided to the General Manager for review and approval using a 1350 Renovation Application.
- B. All new window air conditioners shall have a self-evaporation system and a slide out chassis. The Friedrich brand is approved by the Board. Other models with these features must be submitted to the Board for approval.
- C. When window glass must be removed, a glass or A/C professional must follow the manufacturer's directions.
- D. The air-conditioner must be properly sized to prevent excess condensation.
- E. Air-conditioners must be a neutral color, either beige, cream or white.
- F. Split air conditioners will be approved only on the lanai.

EXISTING AIR CONDITIONERS

- A. Deteriorated, unsafe or improperly installed air-conditioners, as determined by an A/C professional, must be removed immediately. If the unit is subsequently replaced, the new A/C unit must meet the requirements of the NEW A/C INSTALLATION above.
- B. All existing, properly functioning A/C units can be used for the life of the A/C unit. Upon replacement, the new A/C unit must meet the requirements of the NEW A/C INSTALLATION above.

APPENDIX L: 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