

**OWNERS OF ILIKAI APARTMENT BUILDING, INC.**  
**REVISED HOUSE RULES**  
**July 15, 2021**

The primary purpose of these House Rules is to help protect all owners/occupants from annoyance and nuisance caused by improper use of the Ilikai and also to help protect the reputation and desirability of the Ilikai by providing maximum enjoyment of the premises. These House Rules may be amended by action of the Board of Directors of the Owners of Ilikai Apartment Building, Inc.

The full authority and responsibility of enforcing said rules may be delegated to a Managing Agent by the Board. All owners/occupants, tenants, and their guests shall be bound by these rules and by standards of reasonable conduct whether they are covered by these rules or not. Neither the Board of Directors nor the Managing Agent shall be responsible for non-compliance or violations of said rules by the owners/occupants, tenants and their guests.

**ADDITIONAL RULES**

The Board of Directors (“Board of Directors” or “Board”) may from time to time post special safety or other rules governing use of the premises. Posted rules shall be considered extensions of these House Rules.

**THE HOUSE RULES ARE TO BECOME AND SHALL BE DEEMED A PART OF ANY AND ALL RENTAL AGREEMENTS.**

**OWNERS AND RENTAL AGENTS ARE TO ENSURE THAT PERSONS OCCUPYING THEIR APARTMENTS HAVE A COPY OF THESE HOUSE RULES AND CONDUCT THEMSELVES IN COMPLIANCE WITH SUCH RULES. OWNERS SHALL ASSUME FULL RESPONSIBILITY FOR THE ACTIONS AND/OR OMISSIONS OF THEIR AGENTS, TENANTS AND GUESTS. ALL VIOLATION OF HOUSE RULES MAY BE SUBJECT TO FINES AND/OR OTHER REMEDIES.**

**A. VIOLATION PROCEDURES**

ENFORCEMENT POLICY

1. Pursuant to the grant of authority set forth in Article III, Section 5(m) and Article VIII, Section 5 of the By-Laws and Hawaii Revised Statutes (“HRS”) § 514B-104(a)(11), the Board of Directors has adopted this enforcement policy that gives the Association the right, in addition to any other rights or remedies, to issue citations and to levy fines against the responsible owner, whether or not the violator is the owner, tenant or guest of the owner’s unit. Fines duly imposed by the Board or its agent but unpaid will constitute a lien on the unit that may be foreclosed upon in accordance with the Governing Documents and HRS Chapter 514B.

2. The following Violation Procedures adopted by the Board of Directors shall apply:

Amount of Fines

Except as otherwise provided below and in the House Rules, citations and fines shall be issued and imposed as follows:

- \* First offense--a written citation given or sent to the apartment owner, agent and violator.
- \* Second offense--a written citation given or sent to the apartment owner, agent and violator and a \$50.00 fine assessed against the owner.
- \* Third offense--a written citation given or sent to the apartment owner, agent and violator and a \$75.00 fine assessed against the owner.
- \* Fourth offense--a written citation given or sent to the apartment owner and a \$100.00 fine assessed against the owner for each offense.
- \* Subsequent offenses--will result in the matter being referred to the Association's attorney for appropriate action, including, but not limited to, sending an enforcement letter, filing a lawsuit to seek compliance, and/or filing an eviction action. All attorneys' fees and costs/expenses incurred will be assessed back to the owner of the unit in violation of the Governing Documents.

Serious Violations

**Regardless of the schedule of citations and fines outlined above, any action which in the opinion of the Board and/or its authorized agent poses a threat to property and/or poses an imminent danger to the health and/or safety of occupants, residents, guests, invitees and/or Association employees, including but not limited to, smoking; fireworks; throwing any item off a lanai; bringing hazardous materials into the building; using grills of any kind on a lanai; etc.; may result in an immediate \$250.00 fine assessed against the owner of the unit per violation per person (e.g., 10 people staying in Unit X violate this provision = \$2,500 immediate fine assessed to the owner of Unit X).**

Legal Action

Nothing contained in this Fining Policy shall be interpreted to prevent or delay the Board or the Managing Agent from immediately referring any violation to the Association's attorney for the taking of legal action as may be appropriate to abate a nuisance, protect the health and safety of residents, Association employees, and directors, and/or prevent damage to property. All attorneys' fees and costs/expenses incurred will be assessed back to the owner of the unit in violation of the Governing Documents.

Note: A violation which has not been corrected within ten days of the date of a citation will be considered another violation and subject to another citation and a fine. Second, third, fourth, and subsequent offenses need not be for a violation of the same provision before a fine is imposed and/or action is taken. For example, if a

tenant violates a "Lanai" rule for his/her first violation, and then violates a "Noise" rule for his/her second violation, the fine would be imposed on the owner upon the occurrence of the second violation. It is not necessary for a tenant to violate a specific rule, such as "Noise" rule, twice before a \$50.00 fine is levied. Similarly, a \$75.00 fine will be assessed for a third violation of the Governing Documents, and a \$100.00 fine will be assessed for a fourth violation of the Governing Document. After twelve (12) months, a citation will be removed from an owner's record and will not be used in calculation of subsequent violations.

3. The Managing Agent and his/her staff or any duly authorized agent of the Association, such as the Association's General Manager, as the agent for the Board of Directors, are authorized to issue violation citations and levy fines.

#### Citations

Each citation issued shall briefly describe the nature of the violation; date of the violation; apartment number; and name of parties involved, if known. The original citation shall be sent to the apartment owner (who shall be responsible for payment of any applicable fine). If the owner of the apartment is not an occupant, then copies of citations also will be given or sent to the agent and violator (provided, this shall not be deemed a waiver of the owner's responsibility for payment of any applicable fine).

4. An apartment owner, for his/her self or for the violator, if the violator is not the owner, may appeal a notice of violation or fine as follows:

#### Notice of Appeal

By delivering to the Association's General Manager or mailing to the Board of Directors in care of the Managing Agent for the Association, postage prepaid, certified mail, return receipt requested, no later than 20 days from the date of the notice of violation or fine, a written notice of his/her appeal and the reasons therefore. Such written notice shall constitute a Notice of Appeal. The date of mailing as certified by the post office or the date of hand delivery to the Association's General Manager shall constitute the date of the appeal.

#### Contents of Notice of Appeal

In the Notice of Appeal, the apartment owner shall indicate whether he/she wants a hearing or, alternatively, wants the matter decided without a hearing. Failure to request a hearing in the Notice of Appeal shall be deemed a request for the matter to be decided without a hearing. Any hearing shall be held within 30 days of the receipt of the Notice of Appeal. If the apartment owner does not request a hearing, he/she should enclose with the Notice of Appeal a statement of facts, affidavits or declarations of witnesses, and other written materials the owner wants to be considered in deciding the appeal.

#### Appeals Committee

The Board shall appoint a three-member Appeals Committee to hear and act on all appeals. At least one member of the Appeals Committee shall be a member of the

Board. An alternate shall also be named to act if one of the committee members is unavailable for a hearing or has a conflict of interest.

Disposition of Appeal

The Board shall deliver or mail a written decision to the apartment owner within 30 days of the hearing, or if there is no hearing, within 45 days of receipt of the Notice of Appeal.

5. REMEDY NOT EXCLUSIVE. In addition to the imposition of fines, the Board of Directors is empowered to take all such other action as permitted by HRS Chapter 514B, the Declaration, the By-Laws, and the House Rules to enforce the provisions of the Association's Governing Documents. This includes the retention of legal counsel, initiating legal action or arbitration proceedings, and/or any other form of remedy available to the Association by and through its Board. All remedies shall be cumulative and not be exclusive of the other.

NOTHING CONTAINED HEREIN SHALL BE INTERPRETED TO PREVENT OR DELAY THE BOARD, THE MANAGING AGENT AND/OR THE ASSOCIATION'S GENERAL MANAGER FROM ENJOINING, ABATING, REMOVING OR REMEDYING ANY VIOLATION OR BREACH WHICH MAY IMPAIR OR IN ANY WAY AFFECT THE VALUE OR SAFETY OF THE PROPERTY OR THE USE, ENJOYMENT, SAFETY OR HEALTH OF ANY APARTMENT OWNER, RESIDENT OR GUEST.

## B. GENERAL PROVISIONS

### SAFETY

1. **HAZARDS:**  
Nothing shall be allowed, done, or kept in any apartment or common or limited common elements of the premises which would overload or impair floors, walls or roofs or create a fire hazard or cause any increase in the ordinary insurance rates or the cancellation or invalidation of any insurance policies thereon maintained by or for the Association.
2. **COMBUSTIBLE MATERIALS:**  
No occupant shall use or permit to be brought into the building or common areas anything deemed extra hazardous to life, limb, or property such as gasoline, kerosene, or other similar combustible materials.
3. **FIREWORKS:**  
Fireworks, including sparklers, are prohibited on all portions of the premises at all times.
4. **MISCELLANEOUS ITEMS:**  
Garments, rugs, mops, or other objects shall not be dusted or shaken from windows, lanais or fire stairs. Nothing shall be thrown, released, swept or emptied out of windows or doors, off lanais, or into any corridor or common element.
5. **BARE FEET/SWIMSUITS:**  
No person shall be allowed in the lobby, elevators or shop areas in bare feet or in a bathing suit unless covered with a shirt, robe, or other concealing garment.
6. **DOORS:**  
Doors between apartments and hallways shall be kept closed at all times.
7. **EMERGENCY ENTRY:**  
In case of emergency, the Association's General Manager or his/her authorized representative may enter an apartment. In such case, the General Manager shall promptly notify occupant and/or owner of the reason and result of such entry. If no passkey is available, management may retain a locksmith or open door by force. Costs for locksmith and repair will be charged to owner.
8. **ENTRY FOR REPAIRS:**  
The Board shall have the irrevocable right, on behalf of all owners of the condominium units, to have access from time to time during reasonable hours to any condominium unit as may be necessary for inspection, operation, maintenance and construction or for making emergency repairs necessary to prevent damage to the common elements or to another condominium unit or units. Such entry shall be made with as little inconvenience to the owners as practicable.

## PETS

1. **NO PETS:**

NO livestock, poultry, rabbits, dogs, cats, birds, reptiles or any other animals whatsoever shall be allowed or kept in any part of the premises without the written permission of the Board, which permission may be withheld solely at the Board's discretion.

Notwithstanding anything to the contrary contained in the Declaration, By-laws, or House Rules, but subject to reasonable restrictions, animals upon which disabled residents depend for assistance shall be permitted to be kept in the apartments of such persons and shall be allowed throughout the common elements while under the control of the animal's owner/handler by use of harness, leash, tether, cage, carrier, or other physical control. If the nature of the person's disability makes physical control impracticable, or if physical control would interfere with the assistance the animal provides, the animal must be under the control of the animal's owner/handler by voice control, signals, or other effective means. This shall also apply to animals depended upon by disabled guests. Any disabled person requesting a reasonable accommodation to keep an animal in their apartment should contact the General Manager.

2. **DON'T FEED:**

Feeding or watering of non-captive or feral birds or animals is strictly forbidden on the premises.

## TRASH

1. **GARBAGE:**

Trash shall be securely wrapped in plastic bags and placed in receptacles provided in trash room. Trash shall not be left in laundry, corridors, or on ashtrays.

2. **BULKY ITEMS:**

On the first Monday of every month, we will have a dumpster on the loading dock until it is full. At this time you may dispose of your bulky items by placing them in the dumpster.

**(Exception:) No air conditioners, appliances or construction material**

At any other time, disposing of large bulky items, bed frames, sofas, or any other furniture in or around the common areas is prohibited. **Air conditioners and appliances cannot be left on the loading dock. You need to make arrangements to have these items hauled away.** If residents fail to comply with this House Rule, Management will hire the first available hauling service and the Owner will be responsible for the cost of removing the items and subject to fine.

3. **TRASH:**  
No trash or personal property of any type may be placed on or stored in or on any common element other than in specifically designated storage areas, if any.

## **ABSENTEE OWNERS/RENTALS**

1. **AGENCY:**
  - a. Pursuant to Hawaii Revised Statutes § 521-43(f), owners who rent/lease their unit shall designate a local agent to represent them if their residence is off island or outside the State of Hawaii.
  - b. Owners shall designate a local agent to represent them if the owner(s) will be absent from the Project for more than thirty (30) days.
  - c. Each owner who uses an agent shall give the Association's General Manager written notice of the agent's name, address, and telephone number.
2. **REGISTRATION:**  
Each owner or agent shall register with the Association Office the identity of tenants/occupants prior to occupancy. All non-hotel guests must register at the Association Office. Hotel guests will register at front desk.  
Timeshare –owners/guests need to register with Timeshare office.

## **NOISE**

No occupant shall make or permit any disturbing noise in the building or interfere in anyway with the rights, comfort, and convenience of other occupants. Volume of radios, TVs, stereos, telephones, and musical instruments shall be kept low. Noise shall be kept at a minimum when entering and leaving apartments especially during later evening and early morning hours. Excessive noise shall be reported to Security for appropriate action.

## **MOVING IN OR OUT**

All occupants using the loading dock to move furniture in or out need to schedule their move 48 hours ahead of time with security and may move-in or move-out any day of the week between the hours of 9 a.m. to 9 p.m.

## **SUGGESTIONS**

Suggestions and complaints regarding the building shall be made in writing to Board of Directors via the Association's General Manager.

## **VIOLATIONS**

House Rule violations should be reported to the Association's General Manager or Security for appropriate action.

## C. COMMON AREAS

1. **FURNITURE:**  
Furniture placed in common areas is for use in those specific areas and shall not be moved.
2. **DISRUPTIONS:**  
Loitering, ball playing, skateboarding or any form of horseplay and related disruptive activities will not be permitted on the premises.
3. **BICYCLES:**  
Bicycles, surfboards, and like objects shall be transported in freight or bathers' elevators and stored inside apartments, not in halls or on lanais. Bike racks are available at no charge in front of Standard Parking. Bikes are to be parked at your own risk. Hotel and Association are not responsible for stolen or damaged bikes.
4. **OBSTRUCTION OF PASSAGES:**  
The grounds, walkways, elevators, building entrance, driveways, emergency fire exit landings and other similar common elements shall not be obstructed nor used for any purpose other than for ingress or egress.
5. **FIRE DOORS:**  
Doors to exit stairwells on each floor shall be closed at all times except for ingress/egress.
6. **ITEMS IN HALLS:**  
No shoes, sandals, rugs, trash, laundry, toys or other personal belongings shall be left in corridors or any common area. Articles of any kind left on any common areas will be removed at the owner's risk and expense and may be disposed of in accordance with Hawaii Revised Statutes § 514B-139.
7. **SMOKING:**  
Smoking is prohibited throughout the Project. The Project includes all of the land and improvements, including the common elements, the limited common elements, and the apartments.
  - "Smoking" means inhaling, exhaling, burning or carrying any lighted or heated tobacco product or plant product intended for inhalation in any manner or in any form.
  - "Smoking" includes the use of an electronic smoking device.
  - "Electronic smoking device" means any electronic product that can be used to aerosolize and deliver nicotine or other substances to the person inhaling from the device, including but not limited to an electronic cigarette, electronic cigar, electronic cigarillo, electronic pipe, hookah pipe, or hookah pen, and any cartridge or other component of the device or related product, whether or not sold separately.



8. **DRONES:**  
No person shall use, operate, launch or land any drone on or over the common elements of the Project, except with the prior written approval of the Board. As used in these House Rules, "drone" is defined to include, without limitation, any: unmanned aircraft system (UAS), which means an aircraft that is operated without direct human intervention from within or on the aircraft, and associated elements including communication links and components that control the unmanned aircraft; unmanned aerial vehicle (UAV); remotely piloted aerial vehicle; unpiloted aerial vehicle; and model aircraft (remote controlled model airplanes, helicopters, etc.).

## **D. BUILDING MAINTENANCE AND REPAIR**

### **EXTERIORS**

1. **USE and DECORATION:**
- a. All common elements including but not limited to exterior surface of building, hallways, corridors and grounds shall be used and decorated only as permitted by the Board.
  - b. The exterior of the apartment entrance doors are **not** to be decorated in anyway.
  - c. The foregoing shall not apply to the American Flag. Every owner/resident may display the American Flag. Flags no larger than 3'x 5' may be displayed from the lanai rail so long as all four corners are properly secured to ensure that it cannot break away from the lanai rail or create a flapping noise. For those apartments that do not have lanai rails, flags no larger than 3'x5' may be displayed in a window.

Only one flag may be displayed per unit. No flag may be displayed upside down. Flags must be cleaned and mended as needed; no flag shall be displayed in torn or tattered condition.

2. **ALTERATIONS:**  
No alteration, installation, repair, or change of any nature shall be made to the exterior surface of the building, including lanais and apartment doors without at least the prior written approval of the Board.
3. **REPAIRS:**
- a. The Board shall be responsible for the repair and maintenance of exterior surfaces of buildings, hallways, and corridors. Cost of such repair and maintenance shall be borne by the Association, unless an owner, or anyone acting under the owner, is responsible for any damage to the common elements, in which case the owner shall be assessed for the cost of such repair.
  - b. Maintenance of the finished surface of the lanai floors and all portions of condominium unit doors are not the responsibility of the Association.

## INTERIORS

### 1. **MAINTENANCE:**

Repairs and maintenance of apartment interiors are the responsibility of each owner. Owners shall maintain apartments and the fixtures and equipment therein so as not to cause damage to other units or the common areas or to interfere with the rights of enjoyment to which other occupants are entitled.

- Drainage plumbing pipes located outside the apartment, but servicing only one (1) apartment, are deemed to be part of the apartment and the maintenance, repair, and replacement thereof and the costs associated with such maintenance, repair, and replacement shall be the sole responsibility of the owner.
- The maintenance, repair, and replacement of the drainage plumbing pipes located back to back between two (2) apartments, and servicing only those two (2) apartments and the costs associated with such repair, maintenance, and replacement shall be split equally between the respective owners, shall be split equally between the respective owners, unless the cause of the problem can be attributed to a particular owner, in which case that owner shall be solely responsible for the associated costs.

### 2. **WATER SHUT-OFFS:**

An owner's request for a water shut-off must be given in writing to the General Manager at least ten (10) working days in advance of the requested shut-off date to allow for scheduling and coordination. Scheduled water shut-offs will only be performed on Thursdays from 10 a.m. to 12 noon, with thirty (30) minute increments between shut-offs.

The service charges for a water shut-off shall be as follows:

- Single water shut-off → \$75.00
- Double water shut-off → \$150.00
- Quad water shut-off → \$150.00
- Emergency water shut-off → \$150.00

All payments for the service charge(s) shall be submitted at the time the request for the water shut-off is made. No water shut-off will be scheduled without payment, except for and in case of emergencies only.

Only checks will be accepted. Please make check payable to: Owners of Ilikai Apartment Building, Inc.

### 3. **RENOVATION:**

a. Any work or modification to the interior of an apartment must be approved by at least the Board **prior to commencement** of work. You may pick up forms at the Association Office.

- b. Approved work must be done between 9AM and 5 PM Monday through Saturday. All work, except for emergency repairs, is prohibited on Sundays and legal holidays.
- c. Contractors must sign in with the security office before entering building, and sign out on leaving.
- d. Contractors are required to avoid damage to elevators, carpets, doors, walls, railings and entrance tiles, etc. Cost of the repairs for damages caused by a contractor will be the responsibility of the owners they are working for.
- e. Parking for contractors must be arranged through Security or Standard Parking.

## **UNAUTHORIZED ALTERATIONS/ADDITIONS/MODIFICATIONS**

Owners must obtain all necessary approvals before starting any alterations/additions/modifications at the Ilikai (the "Project") as set forth in the Declaration, Bylaws, and House Rules, as amended (collectively, the "Governing Documents"). All alterations/additions/modifications must also comply with all federal, state, and/or local laws, statutes, and ordinances, including any licensing and/or permitting requirements. If any work is performed by owners, including but not limited to their agents, tenants, families, or guests, that did not receive the necessary approvals as required under the Governing Documents and/or did not follow applicable licensing/permitting requirements, the Board of Directors shall fine the owner(s) of the subject unit \$250.00 per day from the date that the violation was discovered until said alterations/additions/modifications have been removed and/or the proper approvals have been obtained, i.e., after the fact approval has been obtained, and all necessary documentation has been provided to the Board of Directors for review. This provision shall be in addition to any and all rights and remedies that the Association may have under Hawaii law and the Governing Documents. Moreover, any fines imposed under this rule are also subject to the provisions in Article A, Violation Procedures, of the House Rules.

### **E. PEST CONTROL ACCESS**

1. **PEST CONTROL:**  
Pest control is done twice a year. Each owner shall provide access to the unit. Should an occupant be allergic to a specific chemical, all reasonable efforts shall be made to accommodate said occupant(s) and, if possible, utilize alternative products and/or methods of pest control.
2. **UNOCCUPIED:**  
The Association's General Manager may enter any apartment unoccupied for an extended period for purpose of cleaning bird nesting on lanai or for roach and termite control. If no passkey is available, the General Manager may retain a locksmith and charge the cost to owner.

3. **BEDBUG DETECTION AND ERADICATION:**

1. The General Manager shall be appointed as the contact person for all suspected and confirmed reports of bedbugs in any unit or anywhere else at the Project.
2. The General Manager shall take reasonable steps to train employees to identify bedbugs and evidence of bedbugs and to conduct preliminary inspections of the common area and units when reports of the presence of possible presence of bedbugs are received.
3. All owners and tenants shall be required to notify the General Manager of bedbug presence wherever detected.
4. Upon being advised of the confirmed or likely presence of bedbugs in a unit, the Board shall retain a licensed pest control professional with experience in the detection and eradication of bedbugs. The choice of such professional shall be made by a majority of the Board.
5. If the retained professional so advises, the parts of the Project where bedbug presence is suspected or has been confirmed shall be inspected using a “diamond pattern” inspection.
6. If an infestation is discovered, the Board upon consultation with the retained professional, shall choose a preferred method or methods of bedbug eradication. The criteria for choosing one or more eradication methods shall include the relative effectiveness, cost, safety and convenience of all methods considered.
7. All owners, tenants and guests shall cooperate with the Board in all ways reasonably required to enable the retained professional to perform its inspection and, if required, all eradication efforts. Reasonable cooperation may include temporarily vacating the unit at the owner’s, tenant’s, or guest’s sole cost and expense.
8. The cost of inspecting the units and common elements for bedbug presence shall be a common expense of the Project.
9. Unless it can be determined beyond all reasonable doubt that bedbugs found anywhere at the Project were originally brought into a specific identified unit and no other unit or units, the cost of bedbug eradication shall be common expense of the Project. To encourage owners, tenants and guests to inform the General Manager of the presence of bedbugs wherever they may be discovered without fearing liability for the cost of bedbug eradication, the Board shall presume that the original source of a bedbug infestation cannot be determined beyond all reasonable doubt and the Board shall have no obligation to investigate the original source of infestation unless presented with evidence of the source that a reasonable person could not deny.

10.If the professionals retained to eradicate bedbugs so advise the Board, the owners or tenants of affected units may be required to remove permanently from the unit certain items of bedding, linens, furniture, carpeting and/or clothing, and the cost of such removal and the cost of replacing such items shall be borne exclusively by the owner of such items, and under no circumstances shall the Association have any liability for payment of such costs.

## **F. DAMAGES**

1. **COMMON AREAS:**

Unit owner shall bear the cost of repair of any damage done to a common area by owner, his/her occupant, guest, agent or employee.

2. **OTHER UNITS:**

Unit owner shall bear the cost of repair to any damage done to any other unit caused by owner's unit or by himself/herself, his/her tenants, guest, agent or employee.

3. **UTILITY LINES:**

The Board shall repair damage caused by breaks in the main utility lines.

## **G. GUEST CONDUCT**

The occupant is responsible at all times for the conduct of his/her guests and employees. Any occupant who is requested by Security or the Association's General Manager to take action regarding the conduct of himself/herself, his/her guest, agent or employee shall promptly comply.

## **H. LANAIS**

1. **HANGINGS:**

Nothing may be hung on or from lanai railings, walls, or ceilings. No clothing or laundry may be hung so as to be visible by other occupants or by persons outside the building.

**Exceptions:**

a. Reasonable holiday decorations may be displayed during the month of December and the first week of January.

b. Bird netting to screen birds from lanais requires prior written Board approval.

c. An American Flag may be displayed from the lanai rail (See Section D(1)(c)).

2. **FURNISHINGS:**  
Lanais may be appropriately furnished with outdoor furniture, such as chairs, table, and lounges which must be kept in a neat, orderly manner. Indoor furniture, such as beds and refrigerators, is not permitted.
3. **PLANTS:**  
Potted plants in appropriate waterproof containers, which prevent dripping of water or soil, may be placed on lanais, except:
  - a. No planter may be placed on or suspended from railings.
  - b. A plant may exceed the height of the railing only if it is placed at the extreme rear of the lanai against the interior window.
  - c. No part of a plant shall extend through the railing.
4. **THE BOARD, IN ITS SOLE DISCRETION, SHALL DETERMINE WHETHER PLANTERS, FURNISHINGS, OR PLACEMENT THEREOF ARE ACCEPTABLE TO MAINTAIN A UNIFORM APPEARANCE OF THE BUILDING.**
5. **WATER:**  
Watering of plants, sweeping and mopping of lanai floors and adjacent areas shall be done in a manner so as not to be a nuisance to persons in adjacent or lower units or on the grounds. When scrubbing lanais, no water may be allowed to run off lanai.
6. **PAINT:**
  - a. Painting walls or ceilings of lanais is not permitted without the prior written approval of the Board.
  - b. Painting of lanai railings is **not permitted.**
7. **LIGHTS:**  
The installation of any permanent lights on the lanai is not permitted.
8. **BARBECUING:**  
Barbecuing on lanais is forbidden.
9. **STORAGE:**  
Lanais are not to be used for the purpose of storage of articles of any kind.
10. **WINDOW COVERINGS:**  
The exterior of all draperies, curtains, blinds, shutters, etc. must be off white. Draperies must not be allowed to fly through open windows. Solar film must be pre-approved by the Association Office.
11. **SUNSCREENS:**  
Installation or replacement of sunscreens or lanai enclosures is prohibited. Owners of existing authorized sunscreens are responsible for proper maintenance and repair.

12. **SMOKING:**  
No owner, tenant, occupant, vendor, or guest shall smoke, burn, use and/or ignite any fume or smoke producing products or material on any lanai. This prohibition shall include, but is not limited to, tobacco (i.e. cigarettes, cigars, pipes, etc.), marijuana, electronic-smoking devices, drugs, incense, candles, chemicals, and/or any product which produces smoke and/or fumes. Contractors conducting repairs and/or renovations must obtain advance written approval of the Association General Manager prior to performing welding, painting and/or fume producing activity on lanais.

### **I. LAUNDRY, STORAGE, GARAGE AND FACILITIES**

Each occupant using laundry, storage lockers, or parking garage shall comply with all regulations and directions of the owner of these facilities.

### **J. PARKING**

1. **LEASED PARKING:**  
Persons leasing parking space shall park only in assigned stall and comply with all parking rules, regulations and directions of garage owner.
2. **GUEST PARKING:**  
No parking is provided for guests. Owner shall be responsible for directing proper parking by his/her guest either in the hotel's hourly parking on upper level or on the street.
3. **LIABILITY:**  
The owner of the garage area shall not be liable for damages, loss, or injury arising from use of the garage area.

### **K. DIAMOND HEAD POOL DIAMOND HEAD POOL RULES**

Pool Hours: 7:00 am to 7:30 pm, seven days a week

**For your safety and the safety of those around you we ask all users to honor the following guidelines:**

1. Daily from 7:00 a.m. to 8:30 a.m. the pool will be reserved for lap swimming and rehabilitation exercise.
2. The pool and pool area is for the use of Ilikai owner occupants, tenants, lessees, other residents and their registered guests.
3. All persons using the pool do so at their own risk. **There is no lifeguard on duty.** There is always a risk of personal injury when using the pool or the pool deck. The Association is not responsible for accidents, injury or loss. Swimmers should be aware of depth markings at all times.

4. Using the pool without proper bathing attire is prohibited. Appropriate footwear is recommended while walking around the pool deck and is required in the common areas.
5. The pool is for use only by those able to swim. Non-swimmers should stay only in the shallow area of the pool. Anyone who is not able to swim must be accompanied and directly supervised by a competent swimmer, who will be responsible for their conduct and safety, at all times while in the pool.
6. Swimmers must take a shower before entering the pool. Those who leave the pool to use the restroom must take another shower before re-entering the pool. Restrooms and showers are adjacent to the pool.
7. In the interest of health and safety, no person with bandages or open wounds of any type may use the pool. All residents and guests are reminded that the State of Hawaii Department of Health Regulations state that:
  - a. All persons having an infectious or communicable disease shall be excluded from the swimming pool. Persons having open blisters, cuts, etc., shall be warned that these are likely to become infected and advised not to use the pool.
  - b. Spitting, spouting of water and blowing one's nose in the pool are strictly prohibited.
8. No pets, bicycles, skateboards, etc., are allowed in the pool area. However, assistance animals depended upon by disabled pool users shall be permitted.
9. The pool will be immediately closed for cleaning in the event of fecal or vomit discharge. All accidents must be immediately reported to the pool attendant and/or management.
10. In an effort to protect the health of all pool users, anyone that experiences incontinence must use appropriate swim diapers or other such material at all times while they are in the pool area.
11. **Jumping or diving into the pool is hazardous and is not permitted. No rough play, horseplay, running, yelling, or profanity is permitted in the pool area.**
12. Recreational water devices (e.g., inner-tubes, donut shaped flotation devices, noodles, boogie boards, rafts, etc.) are not allowed in the pool. However, water exercise equipment and flexible swim aids are permitted (e.g., life jackets, flotation belts, water wings, etc.), unless such device creates a hazard for other pool users. **Due to size, surfboards and other large items are not allowed on deck or surrounding pool area.**
13. Pool chairs shall not be reserved or left unattended for more than 15 minutes, unless the person is in the pool or pool area.



14. No audio equipment of any type will be allowed unless headphones are used to avoid disturbing others.
15. For safety reasons, glass containers are not allowed in the pool areas. Trash receptacles are provided and all pool users are expected to clean up after themselves.
16. Consumption of Ilikai Food and Beverages and small quantities of personal snacks or non-alcoholic beverages are permitted. No coolers or "picnicking" is allowed in the pool area. **OUTSIDE ALCOHOLIC BEVERAGES ARE STRICTLY PROHIBITED.**
17. All personal belongings such as towels, sunglasses, books, etc. must be removed upon leaving the pool area. Neither the Ilikai nor its employees are responsible for the damage, loss, or theft of belongings left in the pool area. However, lost and found items may be reported to and/or turned into the pool attendant or security.
18. All rubbish must be disposed of when leaving the pool.
19. Towels are provided on a first come, first served basis. Individuals are required to dry themselves thoroughly before re-entering the building and should use the bather's elevator if possible.
20. Smoking is prohibited in the pool area.
21. **Personal conduct must be in accordance with standards of good taste, common courtesy, and be conducive to a family atmosphere.**
22. All Ilikai owners, lessees, other residents and their registered guests shall comply with the requests of Management in respect to matters of personal conduct in and about the pool area.

## **L. LOCKOUTS**

Occupants who inadvertently lock themselves out of the unit may contact Security. An officer will use a passkey, if available, to open the apartment door. A service fee will be charged by the Association.

## **M. SPLIT SYSTEM AIR CONDITIONERS**

1. Window and split system air conditioners are allowed, provided that they are the drip-less type and are properly installed and maintained; and provided, further, that all window air conditioners currently installed must have been manufactured after January 1, 2002.

2. All air conditioners must be installed and maintained so as to prevent condensation from leaking or overflowing onto the lanai or any other part of the Unit or Project. Condensate drains shall be properly insulated to prevent condensation and leakage. If necessary to prevent leakage condensate pumps shall be installed. If condensation from an air conditioner leaks or overflows onto the lanai or any other part of the Unit or Project, the owner of the unit may be subject to a fine. Until the leak or overflow is corrected, the air-conditioner shall remain turned off. If the unit owner fails to repair or replace the leaking air conditioner, the matter may be referred to legal counsel for appropriate action, which may include the filing of legal action to compel the unit owner to take corrective action or to remove the air conditioner. The unit owner shall be responsible for all legal fees and costs incurred by the Association in seeking compliance, as well as all costs and expenses of repairing damage to any other unit or common or limited common elements caused by the leakage.
3. An air conditioner may not be installed without prior written authorization from the Board. Air conditioners (including without limitation ductless split system air conditioning units, which may potentially affect the building plumbing and/or electrical systems) may be installed only by a Hawaii licensed contractor who shall provide the Board with a copy of the contractor's certificate of insurance evidencing a minimum of ONE MILLION AND NO/100 DOLLARS (\$1,000,000.00) in General Liability Coverage. The certificate must identify the "Owners of the Ilikai Apartment Building, Inc." as an additional insured under the policy.
4. No air conditioner shall be installed unless the owner or contractor has first obtained all electrical, plumbing, building and other permits (if any) required for such installation by the City and County of Honolulu or any other governmental department, division or agency with jurisdiction.
5. All air conditioners shall be installed strictly in accordance with the manufacturer's specifications.
6. All workmanship performed in the installation, maintenance and repair of an air conditioner shall be performed in a professional manner.
7. Neoprene or spring isolators must be installed on condensing units to dampen vibration to the structure.
8. A four-inch (4") clearance above the lanai surface is required when mounting air conditioning equipment on a lanai to allow for future lanai deck resurfacing and maintenance.
9. If connecting two 120 or 208 volt single phase air conditioners to a unit's electrical panel, the owner must inform the contractor that the air conditioners must be balanced across the phases of the three-phase electrical panels in the unit. No more than two 120 or 208 volt single phase air conditioners may be installed in a unit.

10. If an air conditioner is not operating properly, the unit owner must retain a qualified service technician to perform the repairs, at the owner's sole cost and expense. Notwithstanding the foregoing, unit owners and/or tenants may clean air filters.
11. No single air conditioner shall have a rating greater than 20,000 BTU. No single air conditioner shall have a name-plated locked rotor amp ("LRA") rating in excess of 50 amps. Air conditioners with soft start features that do not have an LRA rating on their name plate shall be submitted for approval prior to installation.
12. The Board may require periodic inspections (and the Board's designated agent(s) shall be allowed entry into the unit at reasonable pre-arranged times for such purpose) to ensure that air conditioners are operating properly and not creating undue noise, debris and/or condensation or otherwise creating a nuisance to other residents and/or guests, or damaging any other unit or the public or common areas of the Project. If an inspection determines that an air conditioner is not in proper operating condition, the owner shall be required to repair or replace the unit by a deadline specified by the General Manager (or his/her designee).
13. When replacing an existing air conditioner, the new air conditioner must meet standard efficiency ratings approved by the Board and in effect at the time of installation.