



LILI'UOKALANI  
GARDENS

# HOUSE RULES

**Effective**  
**January 2022**

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# 1. INTRODUCTION TO HOUSE RULES

The guiding principle for conduct at Lili'uokalani Gardens is to "Live Aloha". We ask all residents and their guests to follow the "Golden Rule" – to *Treat Others as You would Wish to be Treated*, while on Lili'uokalani Gardens property.

The facilities of Liliuokalani Gardens are available for the use and enjoyment of Authorized Residents. "Authorized Residents" include Resident Owners, Non-Resident Owners if their unit is not rented nor available for rent and tenants who have registered and provided a copy of their lease to the Resident Manager's office.

Our House Rules can often be anticipated by exercising common sense. If you conduct yourself in a fashion that does not interfere with, diminish, or endanger the lives of your fellow residents, then you will probably be living in compliance with our House Rules. However, there are a few specific rules that have been established to help ensure that we all get along as well as possible and that the use of the property by our residents is fair and equitable and in the best interests of the overall community. Therefore, we ask all residents to familiarize themselves with our House Rules.

Awareness of, and abidance by, these House Rules is the responsibility of all residents and owners. Failure to comply with House Rules may, in some cases, involve the levy of fines, therefore, we encourage all residents to please read these House Rules.

## 2. HOUSE RULES SUMMARY

- Check LiliuokalaniGardensWaikiki.com for additional detailed information.
- Please abide by posted signs and TV monitor announcements.
- Registration with the Office is required for all new Residents within 48 hours of arrival.
- Register to use the website separately (upper right corner of website - Member Area / Register).
- Our Security Team is here to help 24/7 at 808.926.1924 / LiliuokalaniWatchman@gmail.com
- Quiet Hours: 10pm to 8am. No use of trash chutes after 10pm or before 8am.
- Accompany your guests at the pool, barbecues or tennis courts.
- Smoking is okay in units only if smoke doesn't exit your apartment or bother others.
- Smoking is allowed outdoors in designated smoking zones only.
- Tennis court, pavilion and BBQ reservations are made online.
- Guest parking is for guests only. 24-hour overnight parking is for residents and guests.
- No heavy, bulky (e.g., cardboard boxes) or un-bagged items may be placed in the trash chute .
- Bulky items (not large furniture or appliances) can be placed by dumpster room doors.
- Please don't track dirt onto carpets with shoes or rolling devices (carry bicycles over carpets).
- Schedule a free AC Service every 3 months at: LiliuokalaniGardensWaikiki.com/calendar/ .
- No pets are allowed – All legitimate assistance animals must be registered with the office.
- Children should be supervised, especially in the pool area.
- Keep your front door closed, especially if your apartment is full of smoke from cooking.
- Don't exceed the 5mph speed limit while driving on the property.
- If you experience problems with neighbors, call Security while the problem is occurring.



### 3. NEW RESIDENT ORIENTATION

Welcome to Lili'uokalani Gardens, Waikiki's most beautiful garden condominium property. Our 24/7/365 Security Team and onsite Resident Manager's Office staff are here to serve you.

#### 3.1. YOUR ADDRESS

Your address is: **300 Wai Nani Way, Apt#** Note that referencing the tower in your address is not necessary.  
**Honolulu, HI 96815**

#### 3.2. FIRST STEPS

Upon arriving at Lili'uokalani Gardens, please visit the Resident Manager's Office which you will find in the King Tower (Mauka side of the property), to the left as you enter the building. The office hours are 8am to 10am and 3pm to 4pm Monday through Friday. After hours call Security 926-1924

#### 3.3. REGISTRATION

All residents of Liliuokalani Gardens are required to register within 48-hours of arrival. When you register, you can also accomplish the following tasks:

- Purchase a key fob.
- Register for a parking stall for a vehicle, motorcycle or moped.
- Rent storage space for personal items, surfboard(s) or bicycle(s), etc.

Registration can be accomplished at the office or on the website (green button left side)

#### 3.4. RESOURCES

There are several resources available to you to help insure a safe, convenient, and well-informed residency at Lili'uokalani Gardens:

##### 3.4.1. Life Threatening Emergencies

If you have any life-threatening emergency including health, fire or other; please call 911.

##### 3.4.2. Our 24/7/365 Security Team

Our 24/7/365 Security Team. You will find a Security Watchman on duty at all times. Often you will find our Watchmen in the Watch-Booth to the right of the vehicle front entrance. You can also call the Watchman on duty 24/7 at 808-926-1924. Our Security team is your key resource for reporting security concerns, complaints about noise, smoke, or other bothersome actions by your neighbors, reports of leaks, or other maintenance issues, etc. Security is your ideal first point of contact for most concerns or questions, especially after-hours.

##### 3.4.3. Our Website

For our website go to: [www.LiliuokalaniGardensWaikiki.com](http://www.LiliuokalaniGardensWaikiki.com) Our website provides a number of useful resources including:

- General and background information about the property and its staff and management.
- Announcements, Events and Updates.

- Answers to Frequently Asked Questions.
- Downloadable documents, forms, and information about a wide range of issues.
- Bill Payment functionality – pay for parking, storage, etc. with a credit or debit card.
- Upload any documents requested by the Office (such as lease agreements or ID)
- Reservation Center – Reserve Tennis Courts, Barbecues or Pool Pavilion.
- Scheduling of complimentary AC Service, and more

You can also Register as a New Resident (or update an existing registration) on the website. New residents or owners must register to use the website ([LiliuokalaniGardensWaikiki.com](http://LiliuokalaniGardensWaikiki.com)). In the upper right corner go to “Member Area”, then “Register”. Once submitted, your application for website use will need to be manually approved usually within 24 hours on weekdays.

#### **3.4.3.1. Resident Manager’s Office**

The Resident Manager’s Office in the King Tower lobby is open from 8am to 10am and 3pm to 4pm Monday through Friday (excluding holidays). You can also reach the office by phone at 808-926-3636 or by email at [LiliuokalaniOffice@gmail.com](mailto:LiliuokalaniOffice@gmail.com), or via the website (bottom of home page – orange button).

### **3.5. INCLUDED BASIC SERVICES**

#### **3.5.1. Utilities**

Hot & Cold Water, Sewer, Trash and Central Air Conditioning are included. For electrical service, if you are a new owner, you may need to contact Hawaiian Electric Company (HECO) at 808-548-7311 to establish an account and activate service.

#### **3.5.2. Cable & Internet**

Included with your residency at Liliuokalani Gardens is TV Platinum service through Spectrum which includes; 300+ channels, STARZ, Encore, EPIX and an HD box with DVR as well as Ultra Internet 400/20 Mbps including free modem and router. These services are included you’re your maintenance dues. Call Spectrum at: 1-855-243-8892 or 855-326-5115 to activate your service and/or add upgraded features (you can also visit; [Spectrum.com/servicesetup](http://Spectrum.com/servicesetup))

#### **3.5.3. Laundry**

24-hour coin or credit card operated laundry facilities are available in each tower. Coin changers are also available in the laundry rooms. Contact the office with any problems.

#### **3.5.4. Parking**

Each unit at Lili’uokalani Gardens has guaranteed access to one parking stall. Check with the Resident Manager’s Office to register for a parking stall if you don’t already have one assigned.

#### **3.5.5. Parcel Delivery**

UPS, DHL and FedEx generally deliver parcels right to your door. You will be notified of parcels sent through the Postal Service (USPS) with either a key or a notice in your mailbox. You can pick up oversized parcels in the Resident Manager’s office during office hours with your notice

(or contact Security after office hours). Retrieve parcels with the key provided from the parcel locker room found on the first floor of the parking garage, Ewa-side adjacent to the bike-cage.

### **3.6. MOVING IN**

Move in hours are between 9am and 5pm Monday through Saturday. Please contact the Security Watchman at 808-926-1924 so they can pad the elevators for you, arrange special round-about parking for your vehicle and, if feasible, set the elevator for your exclusive use during your move.

### **3.7. EMERGENCIES**

For serious, or life-threatening emergencies call 911. If feasible, then notify Security (808-926-1924) so that they can assist or at least efficiently direct emergency first-responders to you.

For leaks or other problems that need immediate assistance, please call Security, they will then, contact Maintenance, Management, Housekeeping, or any other part of our team that needs to respond.

In the event that a smoke alarm sensor is triggered, you will hear an alarm sound accompanied by an automated evacuation announcement. In such cases, our Security team will respond to the alarm, determine its cause, and provide additional information via our public address system.

The Hawaii State Civil Defense Agency tests the State-wide siren system in the morning of the first business day of each month – Please don't be alarmed if this is new to you.

### **3.8. SECURITY**

At least one Security Guard is scheduled to be on duty at all times. You can contact our Security Watchmen anytime of the day or night at 808-926-1924 or by email at [LiliuokalaniWatchman@gmail.com](mailto:LiliuokalaniWatchman@gmail.com) or by finding the Watchman somewhere on the grounds often at the Watch-Booth adjacent to the front entrance.

The Security team is your 24/7 resource for a wide range of questions or concerns. Contact Security for leaks, security concerns, complaints or any other needs or questions you may have.

### **3.9. MANAGEMENT OFFICE**

The Resident Manager and the Office Manager are on duty Monday through Friday between the hours of 8am and 4pm. The office is open for business between the hours of 8am and 10am and 3pm and 4pm Monday through Friday. The office is closed on weekends and certain holidays. Any concerns that might otherwise be directed to the office staff should be directed to Security (926-1924) after hours, weekends or holidays. If the matter requires the immediate attention of the Resident or Office Manager, Security will contact them.

The Resident Manager's Office is responsible for the management and maintenance of the property as well as coordinating requests for key fobs, parking stalls, storage spaces, reservations, as well as maintaining updated resident contact information, managing Maintenance, Housekeeping and Groundskeeping activities and a number of other tasks.

Any concerns over the breaking of House Rules (noise, smoking, etc.) should be directed to Security.

## **4. APARTMENT RENTAL**

### **4.1. TERM**

Units may be rented with formal lease agreements of 90 consecutive days or more. Any attempt to rent a unit at Liliuokalani Gardens on a short-term basis (i.e., less than 90 consecutive days) can result in a fine of up to \$250 per night for each night that the unit is rented or offered for rent for less than 90 consecutive days. Apartments at Liliuokalani Gardens may not be rented more frequently than 6 times over a rolling 12-month period.

### **4.2. LEASE TERMINATION**

Any termination of a lease that results in a tenant living at Liliuokalani Gardens for less than 90 consecutive days must be brought to the attention of the Resident Manager.

### **4.3. REGISTRATION**

All new residents of Liliuokalani Gardens must register with the office within 48 hours of arrival. Registration can also be accomplished via the website (HOME page – green button).

To register as a tenant at Liliuokalani Gardens, a copy of the Lease must be left on file at the Resident Manager's office.

### **4.4. REPRESENTATION**

Owners who live outside the State of Hawaii should appoint a local representative (e.g., a Property Management company) to assist in the management of the unit and be on hand to act in the case of emergencies. Such representatives should possess a key to the unit and their contact information should be provided to the Resident Manager's Office.

### **4.5. RESPONSIBILITY**

Owners are ultimately responsible for the actions of their tenants and any of their guests or contractors. Any House Rule violations that result in fines will be the ultimate responsibility of the unit owner to pay. Owners or their appointed agents are responsible for obtaining tenants' compliance with Liliuokalani Gardens House Rules. Owners are also ultimately responsible for the payment of any fees for parking, storage, even if they delegate such responsibility to their property managers or tenants. Owners should ensure that the Office is notified when their tenants move out.

## **5. USE OF THE PROPERTY**

### **5.1. POOL & SPA**

#### **5.1.1. Warning**

NO LIFEGUARDS ARE ON DUTY AT THE LILI'UOKALANI GARDENS POOL OR SPA. USE OF THE POOL AND SPA IS AT YOUR OWN RISK.

#### **5.1.2. Hours**

The pool and spa area are open and available for regular use between 8 am and 10 pm each day.

### **5.1.3. Authorized Users**

The Pool and Spa are available for the use of our Authorized Residents and up to 4 guests (per apartment). All guests must be accompanied by their Authorized Resident host at all times.

For safety reasons, a child under the age of 12 should be accompanied by someone who can ensure their safety when using the pool, unless the child is a competent swimmer. A child's parent or legal guardian shall be responsible for determining if the child is a competent swimmer and the person supervising the child can ensure the child's safety. In addition, young children should not use the spa due to health and safety concerns.

### **5.1.4. Attire**

Proper swimming attire is required while using the pool and spa. Incontinent or un-toilet-trained persons shall wear leak-proof special swimming diapers to enter the pool or spa. Anyone found in the pool wearing a traditional diaper (not a designated latex "Swimming Diaper") or who urinates or defecates in the pool or spa is subject to charges for the draining, cleaning and disinfecting of the pool and/or spa as determined by management.

### **5.1.5. Showering**

Showering immediately prior to entering the pool or spa (using the shower on the pool deck) is required.

### **5.1.6. Disallowed items in the pool or pool-deck area**

No glass bottles, glasses or other glass containers or items are allowed on the pool deck area.

Except between 11 am and 3 pm, no inflatable or floating pool toys are allowed in the pool or spa; however, any life-preservers or swimming assistance device are allowed at any time. Surfboards are prohibited in the pool at all times.

No music players, speakers, radios, or noise making devices are allowed on the pool deck area. Music listened to through earphones is allowed.

### **5.1.7. Disallowed activities in the pool or pool deck area.**

No jumping, diving, running, horseplay, splashing or loud and disruptive behavior that is offensive to others is allowed in the pool, spa, or pool deck area.

The pool is not to be used for commercial purposes. No paid swimming lessons shall be GIVEN by any Authorized Resident or their guest in the pool. However, Authorized Residents or their guests may RECIEVE paid swimming lessons in the pool as long as the activity does not interfere with, or restrict, the use or enjoyment of the pool by others.

### **5.1.8. Other prohibited activities in the common areas.**

Littering (including cigarette butts) is prohibited on the grounds of Lili'uokalani Gardens. Creating unreasonable levels (as determined by Security or Management) of noise that bothers others is prohibited. Smoking, except in designated smoking zones, is prohibited. Misuse or damage of LG property including picking or cutting of flowers and plants is prohibited. Overt rudeness, obscene language or use of offensive or threatening language or behavior directed at others is prohibited at Lili'uokalani Gardens.

## **5.2. POOL PAVILION**

### **5.2.1. Hours**

The pool pavilion may be reserved for use for up to six hours anytime between 8 am and 10 pm. Reservations can be made through the website in 1-hour increments up to 6 hours maximum.

### **5.2.2. Use Fee & Responsibilities**

The non-refundable fee for rental of the pavilion is posted on the fee schedule as determined by the Resident Manager and is due at the time the reservation is made through the website.

Following the use of the pavilion, it is the responsibility of the renting party to clean up and return the pavilion to the condition in which it was found by the end of the rental period. Any additional costs associated with cleaning or repair of any damages or replacement of broken or missing items will be the responsibility of the renting party and may be assessed to the Authorized Resident's unit.

### **5.2.3. Limitations on Use**

A maximum of 25 people can be inside the pavilion at one time.

Of those guests invited to the pavilion, only 4 can use the pool at any one time.

The general noise restrictions of Liliuokalani Gardens also apply to the use of the pavilion. Noise, at a level judged by Security to be excessive, is prohibited.

### **5.2.4. Rental Includes**

Rental of the pool pavilion includes the existing four tables and 16 chairs. Additional folding tables and chairs may also be available for your use (ask Security for assistance 926-1924).

The kitchen of the pavilion is available for use including the refrigerator, stove, oven, microwave, sink, TV set and all appliances, dishes, and utensils (excluding food or drink items).

Rental of the pavilion also includes the charcoal barbecue and the area behind the pavilion.

Reservations made separately for BBQ #3 (behind the pavilion) are subordinate to a pavilion reservation and will be reassigned or cancelled in the case of a pavilion reservation.

## **5.3. TENNIS COURTS**

### **5.3.1. Hours**

Tennis courts are available for use between 8am and 10pm daily.

Tennis courts may be reserved for one-hour per day per apartment. Reservations are not required but reserved court times take priority over non-reserved use.

Tennis courts are available to Authorize Residents and up to 3 guests. Guests must be accompanied by the Authorized Resident host at all times.

### **5.3.2. Attire**

Only appropriate (non-marking) Tennis Shoes are allowed on the courts. Anyone found marking the courts with inappropriate footwear will be responsible for the costs associated with removing the marks.

### **5.3.3. Limitations on use**

Authorized Residents may not use the tennis courts for commercial purposes. Residents may not GIVE paid tennis lessons on the courts. However, residents may RECEIVE paid tennis lessons on the courts.

Any Authorized Resident suspected of commercial use of the tennis courts (such as giving tennis lessons for hire) is subject to questioning along with his/her guests. Any resident determined to be giving lessons for hire is subject to fines and/or revocation of court reservation privileges.

The tennis courts may be used solely for tennis or related sports. Use of skateboards, rollerblades or use of any other ride-on device or any other activity, is prohibited.

Excessive noise that bothers another resident is prohibited. It should be noted that late evening players are subject to more noise restrictions than those playing at other times of the day.

### **5.3.4. Reservations**

Reservations can be made up to one day in advance by any Authorized Resident who is a registered user of the website.

Only a one 1-hour reservation is allowed per day per unit. Additional play is allowed on an un-reserved basis provided that it does not conflict with reserved court times.

Any reservations that cannot be attended should be cancelled. Failure to appear for reservations without cancelling may result in the revocation of tennis reservation privileges.

## **5.4. BARBECUES**

### **5.4.1. Reservations**

One Barbecue (BBQ) reservation can be made in 1-hour increments for up to 4-hours total per day per unit. Reservations can be made online at [www.liliuokalaniGardensWaikiki.com](http://www.liliuokalaniGardensWaikiki.com) – “Requests” – “Barbecue Reservations”. Reservations are not available for our “Grill-and-Go” Gas Grill #4 (on the Ewa side)

Any reservations for which the reserving party fails to show up within 15 minutes of the reserved time shall be assumed to be cancelled and another party may claim use of the BBQ. Failure to appear for reservations without cancelling may result in the revocation of BBQ reservation privileges.

Charcoal Grill #1 is under the Hau tree, behind the pool equipment room, near the three stationary picnic tables. Charcoal Grill #2 is in front of the pavilion. Charcoal Grill #3 is behind the pavilion. Gas Grill #4 is on the Ala Wai Blvd side of the King Tower (the one on the left), Reservable Gas Grill #5 is the one on the right.

#### **5.4.2. Grill-and-Go Gas Grill (#4)**

The Gas Grill on the left (Ewa side) is not available for reservation. It is a first-come-first-use BBQ. It is available if not in use (whether or not someone is sitting at the adjacent picnic table). Parties using the grill for a prolonged period should reserve BBQ #5 rather than use BBQ #4.

#### **5.4.3. BBQ Etiquette**

Following use of any grill the user should brush off the grill and wipe down the surfaces so that the grill and the other surfaces are clean and ready for the next person. (Brushes can be found inside the BBQ cabinet.)

After use of the Gas Grills, turn off the main red gas valve by orienting it perpendicular to the gas line.

To use the BBQ, First open the valve on the main gas line (align it with the axis of the pipe). Next; turn the timer dial behind the small stainless-steel door to the desired cook time (or all the way for maximum time). Third; turn on one or more burners while holding down the ignition button. You should hear a clicking sound until you hear the burner(s) ignite. If ignition does not occur within 10 seconds, release the ignition button, open the cover allowing the gas to dissipate, determine what might be wrong and correct it and try again. If you still have trouble, call Security for assistance 926-1924. DO NOT LEAVE THE COVER DOWN WITH THE GAS ON WITHOUT THE FIRE IGNITING FOR MORE THAN 10 SECONDS.

### **5.5. GARDENS**

#### **5.5.1. Use**

Use of any recreational rolling device (e.g., skateboards, scooters, segways, etc.) is prohibited in the common areas, except for rolling devices for the disabled (e.g., wheelchairs, scooters for the elderly, etc.).

Other activities are allowed as long as they do not bother, inconvenience or unreasonably restrict the use of the grounds by others or are expressly prohibited in these House Rules.

#### **5.5.2. Feeding of Fish or Birds**

Feeding birds on the grounds of Liliuokalani Gardens is prohibited. Feeding any birds can attract pigeons, ducks and chickens that create noise and mess.

For the health of our fish, please do not feed the fish except their regular food. If you or your children would like to feed the fish, please visit the Office for a free cup of approved fish food.

#### **5.5.3. Picking or Cutting Plants or Fruit**

Please do not pick fruit or take cuttings of plants or flowers on the grounds of Liliuokalani Gardens. If you would like a cutting, or wish to get some fruit, please ask either our Office staff, or if unavailable, ask Security to request that the Groundmen assist you in your request.

#### **5.5.4. Damage to the Gardens.**

Owners and residents shall be responsible for any damage to the plants and garden area caused by their family members, guests or animals.



## **5.6. LOBBIES & INDOOR COMMON AREAS**

### **5.6.1. Prohibited in the Lobbies, Elevators & Hallways**

Please do not play any audible music or make excessive noise in the common areas. Use of electrical outlets in the lobbies and hallways is prohibited. Eating or drinking in all common areas is prohibited. Bicycles or other rolling items are not allowed in the lobbies or on the carpeted areas (as they leave tracks). Rolling items such as scooters or bicycles, etc. should be carried over the carpeted areas or wheel covers should be used, or wheels wiped clean of dirt before rolling on carpets, except rolling devices for the disabled or elderly.

### **5.6.2. Responsibility for Cleanliness**

Any excessive amount of dirt, grime, food, drink, or other mess of any kind, that is created, left behind, or tracked into the common areas will be the responsibility of the Resident to clean. Leaving messes behind in the common areas is prohibited. Messes not promptly cleaned up will be cleaned up by the housekeeping staff and a fine may be levied.

## **5.7. LAUNDRY FACILITIES**

Clothes must be removed from washers or driers within 15 minutes of the end of the cycle or they may be removed by our Security staff.

If you are waiting for a washer or drier and wish to have clothes removed after they have been there for at least 15 minutes after the wash or dry cycle ended, call our Security Watchman (926-1924) and ask that they remove the clothing from the washer or drier for you.

If you notice a defective washer or drier, please let Security or the Resident Manager's office know so that they can arrange for service. If the washers or driers or change machines take your money but fail to function, please contact the Resident Manager's office for a refund.

## **5.8. TRASH CHUTES**

Trash chutes are available for your convenience inside the trash chute closet near the elevators on each floor.

### **5.8.1. Acceptable Trash for Deposit in the Chutes**

Only normal bagged household trash should be placed in the trash chutes.

### **5.8.2. Unacceptable Trash for the Chutes**

Trash that should not be placed in the trash chutes includes:

- Anything heavy (e.g. Appliances, items made of metal, stone, or other dense material)
- Anything bulky (e.g. Cardboard boxes, bulky packing materials, or anything that fits tightly in the trash chute and will not fall by itself to the bottom).
- Loose (un-bagged) items (e.g. Glass bottles, etc.) or liquid.
- Construction materials including but not limited to: Paint, lumber, drywall, or any other remodeling or demolition debris, old carpets, flooring, appliances, etc.
- Recyclable items (glass, aluminum or plastic bottles) should be recycled.

Items that could reasonably be suspected of damaging the dumpster at the bottom of the chute, or clogging the chute or creating excessive noise, are not suitable for the trash chutes and should be placed outside by the trash dumpster room double doors near the blue recycle bins.

The main trash room for the Queen Tower is found by exiting the building next to the laundry room, turning left until you see two double white doors and three blue recycling bins.

The main trash room for the King Tower is found by exiting the building via the main entrance and turning left around the building until you see two double white doors and three blue recycling bins.

Large items such as major appliances, extra-large items of furniture, etc. should not be left by the trash room doors, but rather should be hauled away by a trash hauling service. Call the office for assistance.

### **5.8.3. Hours**

The trash chutes should only be used between 8am and 10pm in order to avoid disturbing the sleep of others.

### **5.8.4. Recycling**

Aluminum Cans, Glass bottles & jars, and Plastic bottles are recyclable. There are blue recycling bins located outside by the trash dumpster room double doors at each tower. Please take your recycling down to the labeled blue bins and sort your items according to the labeling on the bin.

### **5.8.5. Bulk Trash Pickup**

There is no regularly scheduled bulk trash pickup available to the residents of Liliuokalani Gardens. If you have large bulk items to dispose of, contact the Resident Manager's office and we will do our best to help arrange a solution for you, such as referring you to an affordable hauling company or finding someone who may wish to take your items if they are still useable.

## **5.9. PARKING GARAGE**

### **5.9.1. Driving**

Safe driving on the property is mandatory at all times. The speed limit everywhere at Liliuokalani Gardens is 5 mph. Headlights should be turned on when driving in the Parking Garage. Extra care should be taken to watch for pedestrians, cars backing out, or on-coming traffic when driving in the parking garage.

### **5.9.2. Parking**

Care should be taken to park so that your vehicle is centered in your designated parking space and positioned so that the vehicle does not protrude beyond the yellow lines (or the pillars) into the traffic lane more than 2 feet. Any vehicle protruding more than 24 inches beyond the end of the yellow lines into the traffic lane may be cited.

### **5.9.3. Use of Parking Stall**

Parking stalls are for automobiles and, if there is sufficient room in the space, also for motorcycles, mopeds or bicycles. If the automobile or truck is large, there may not be sufficient

space to park additional items such as motorcycles or mopeds in the parking stall without the primary vehicle extending more than 24 inches beyond the yellow lines or interfering with pedestrian egress. In such cases, parking of motorcycles, mopeds and bicycles in parking stalls is prohibited.

#### **5.9.4. Prohibited Activities**

Parking stalls may not be used for washing your vehicle, performing significant maintenance on your vehicle or for storing personal items other than bicycles, mopeds, motorcycles. Minor maintenance tasks may be performed including; replacement of battery, addition of radiator water, changing a tire, and other small tasks that do not produce a mess, cause noise disturbance or cause inconvenience to others.

#### **5.9.5. Prohibited Vehicles**

Vehicles that produce unusually high levels of noise or smoke may be prohibited from entering Liliuokalani Gardens at the discretion of the Resident Manager.

Vehicles higher than 6 foot 6 inches (6'6") or more than 6,000 pounds are also prohibited in the parking garage.

#### **5.9.6. Electric Vehicle (EV) Charging Stations**

Electric vehicles can be charged at our two charging stations located in stall A26 and A27 in the lower level of the parking garage. If you wish to charge an EV, sign up with EverCharge by either calling 888.342.7383 or visiting [EverCharge.net/SignUp](https://EverCharge.net/SignUp) or emailing [Charging@EverCharge.net](mailto:Charging@EverCharge.net). You will receive an email within 24 hours of signing up which you need to reply to, then you should receive your EverCharge Membership Card within 3-5 business days.

Charge by tapping your Membership Card on the card icon then plug in the charging handle. When the green light is illuminated your vehicle is charging. Call EverCharge Support with any questions or concerns: 888.342.7283.

### **5.10. USE OF APARTMENT**

#### **5.10.1. Limitations on Business Use**

No solicitation of other residents by going door-to-door or posting signs, flyers or notices (except approved notices in the bulletin boards) is allowed whether for personal reasons, business or charity. However, the distribution of information or materials related to Association Matters including, but not limited to solicitation of proxies and other activities is allowed as described in the Bylaws.

#### **5.10.2. Other Restrictions on Use of Apartment**

##### **5.10.2.1. Smoking, Smells & Odors**

Smoking is allowed in apartments only if smoke is not detectible in the hallway or other units and is not bothering other residents.

Residents are requested to be respectful of the right of their neighbors to enjoy their environments free of unwanted scents or odors. Please refer to Section 8.2 for details.

#### **5.10.2.2. Exercising in your Apartment**

If doing exercises in your apartment, please keep in mind that the sound and sensations associated with jumping, bouncing, or dropping weights on the floor can be transmitted to the resident beneath you. If you exercise before 8 am you should take special care to avoid making noise that might bother the occupants beneath you.

### **5.11. INSTALLATIONS**

#### **5.11.1. Washer & Dryer**

The only units that may install a washer and dryer are:

1701, 1702, 1711, 1712, 1801, 1802, 1811, 1812, 1901, 1902, 1911, 1912, 2001, 2002, 2011, 2012, 2101, 2102, 2111, 2112, 2201, 2202, 2211, 2212, 2301, 2302, 2311, 2312, 2401, 2402, 2411, 2412, PH01, PH02, PH03, PH04, PH11, PH12, PH15, PH16

Any washer installations must be approved by the Resident Manager. Due to a history showing the high potential of leaks, no portable washing machines may be used at Lili'uokalani Gardens.

#### **5.11.2. Waterbeds**

No waterbeds or other items easily punctured items containing large amounts of water are allowed in Liliuokalani Gardens.

#### **5.11.3. Heavy items**

No unreasonably heavy items that could place undue stress on the structure of the building or which exceed the limits of the elevators are allowed.

#### **5.11.4. Lanai structures**

No structures or fixtures may be erected or attached to the building on penthouse lanais without Board approval.

Owners may be asked to remove items from the lanais in order to conduct maintenance projects such as roof repair or window washing.

#### **5.11.5. Antennas**

Transmission antennas may not be installed or erected at Liliuokalani Gardens unless approved by the Board in writing.

Reception antennas, such as satellite dishes may be installed by owners of units with rooftop lanai areas as long as they do not encroach upon the air space of another unit or any common element or are not positioned such that they are visible from any location outside the Lili'uokalani Gardens project or by any other unit (certain exceptions apply – check with the Resident Manager).

Any owner wishing to install an antenna should get the approval of the Resident Manager who will provide more details regarding Policy pertaining to antenna installation.

### **5.11.6. Door Hardware**

Only matching door hardware may be installed. No door hardware that fails to match the original door hardware may be installed (e.g. No door stops, kickplates, bumpers, cameras, lever-style door openers, etc.) Residents may install digital (keypad) door locks of a certain style. The accepted digital door lock will be of antique brass and will include a keypad above and a knob (not lever) underneath. Check with the Resident Manager for specific details. (An example of an accepted digital doorknob: <https://www.schlage.com/en/home/products/FE575CAMFFFGEO.html>).

### **5.11.7. Hardwood or Laminate (Engineered) flooring**

6. Installation of hard flooring requires Resident Manager approval (see section 14). To mitigate sound transmission that could bother your neighbor beneath, all hardwood or laminate flooring must be installed with an ADDITIONAL and separate underlayment that (itself) provides a sound insulation factor of greater than 70 decibels (dB). Specifically, the Impact Isolation Class (IIC) should be >70 dB and the Sound Transmission Class (STC) should be >70 db. (Example: *Floor Muffler*® available from Home Depot or Quick-Step RealSound Advanced Flooring 2mm Underlayment <https://www.amazon.com/Quick-Step-RealSound-Advanced-Flooring-Underlayment/dp/B01E447MR6>

### **6.1.1. Ceramic, Porcelain or Stone flooring**

Any ceramic, porcelain or stone tile must have a Sound & Crack Isolation Mat installed that provides a minimum IIC sound transmission insulation factor of 50 dB or better (e.g. *Laticrete 170.5*®, *GenieMat RST05*®, *Whisper Mat CS*®)

### **6.1.2. Draperies & window coverings**

All draperies or window coverings used at Liliuokalani Gardens should be beige in color and without pattern in order to create a consistent appearance throughout the property.

## **6.2. PERSONAL PROPERTY**

Personal property such as bicycles, scooters, toolboxes, air mattresses, floaties, construction materials or any other item may not be left in any common area such as hallways, stairwells, lobby areas or the parking garage including in your parking stall (except as outlined in 5.9.3 above)

## **6.3. FRONT DOORS**

Front doors should be kept closed at all times in order to minimize the transmission of noise, odors and also for fire safety reasons.

Front doors may not be decorated, nor may signs be placed on front doors.

Door hardware cannot be added or altered except as specified in 5.11.6 above.

Lockboxes may be attached to doorknobs.

Doors must be maintained and in good repair, free of damage or unsightly marks, dings or scuffs or discoloring due to dryness or wear.

## **6.4. COMMON AREA USAGE**

Prohibited activities in common areas include Construction related activities (e.g., sawing, hammering or painting in the stairwells), commercial activities (e.g., conducting a paid yoga class on

the grass, or setting up a stand to sell items), use of music making devices or sound amplifying devices unless approved by the Resident Manager.

Any common area uses that bothers others and, in the judgement of the Resident Manager, is inconsistent with the intended, or appropriate use of shared space will be prohibited.

No eating or drinking in the indoor common areas is allowed.

## **6.5. WINDOWS**

No lights or other signage or decorations may be displayed in the windows of Liliuokalani Gardens.

No clothing or towels or other articles may be hung out the windows of your apartment.

No towels, rugs or other items may be shaken out – outside the windows of the apartment.

If windows are to be replaced, the work must be performed by an approved window contractor and the Resident Manager must provide his approval.

Purposefully or accidentally allowing objects to be dropped or thrown from windows is prohibited. Do not place items near open windows where they might accidentally be knocked out the window.

Your window should be kept closed if listening to music or making other noises that might bother your neighbors or when smoking.

# **7. UNIT MAINTENANCE**

## **7.1. CLEANLINESS & HYGIENE**

All apartments must be kept in hygienic condition free of mold, odors, insect infestation, or conditions conducive to bacterial, mold, fungus, or attractive to insects or rodents.

Unhygienic apartments that cause disagreeable odors or attract insects or perpetuate the growth and spread of mold (such as unaddressed dampness) are prohibited.

## **7.2. AIR CONDITIONER MAINTENANCE**

Clogged air conditioner drainage outlets are a major cause of leaks at Liliuokalani Gardens. Diligent maintenance of your air conditioner will save you money and/or claims against your insurance policy. Growth of algae, mold or bacteria in your air conditioning unit not only can create a potentially unhealthy environment but can also contribute to clogged drainage lines.

Liliuokalani Gardens offers free quarterly air conditioning service. For the approximate cost of the materials, we also offer air conditioner service on the Friday of your choice. AC Service includes a filter change, new clamps, full vacuuming of your air conditioner and an anti-bacterial treatment for the drain pan. We recommend you take advantage of the service to avoid costly liability for leak damages and also to keep your interior environment healthy and pleasant. Look at the CALENDAR on the website.

## **7.3. WHEN LEAVING UNIT VACANT**

When leaving your unit vacant for prolonged periods (e.g., >2 weeks), please do the following:

- Turn off all water valves.
- Turn off your air conditioner.
- Make sure the Resident Manager knows how to contact you.
- It is recommended that you leave a key with the Resident Manager. The Resident Manager should have the information to contact you or another designated person if required.

## **8. OWNER'S RESPONSIBILITIES**

### **8.1. HOUSE RULES**

Residents and Owners should familiarize themselves with the House Rules. Owners and their property managers should be sure that their tenants are familiar with the House Rules.

All residents are responsible for their guests, contractors or tradesmen or delivery persons adherence to the House Rules.

Any House Rule violation by a guest, delivery person, tradesman, contractor, real estate agent, property manager or other visitor, is the responsibility of the resident or owner who invited that person onto the property or hired or engaged that person to perform a service for them.

All fines for the violation of House Rules must be paid on time. Not paying a fine by the due date is, prohibited and could result in additional fines.

### **8.2. MAINTENANCE**

Owners are responsible for the maintenance of their own apartments. This includes: All appliances and fixtures, as well as plumbing, smoke detectors, walls, ceiling, flooring, windows (including caulking), doors (including front door), air conditioner (except common chilled-water piping before the valve), unit specific electrical wiring and components (including lighting & appliances) ventilation ducts and isolation valves. Common elements (items shared with at least one other unit) will be maintained by the Liliuokalani Gardens AOA.

#### **8.2.1. AIR CONDITIONER SERVICE**

Quarterly service of air conditioning systems is required. Specifically, for leak prevention, it is important to ensure that the AC drain-pan's drain outlet is open and flowing. Liliuokalani Gardens provides free AC service quarterly. Check the website under the menu heading: "Calendar". Just find the date that our Maintenance team will be on your floor and book the service. Please either be home or leave a key with the office to ensure we have access.

#### **8.2.2. MAINTENANCE FOLLOWING INSPECTIONS**

Periodic inspections will be arranged by management to insure that certain critical components are in good working order and pose no significant risk or inconvenience to others due to failure or dysfunctionality. Examples of the types of components that may be the subject of inspection include: Isolation valves, angle-stop valves, water supply lines, shower valves and other two-way valves implicated in hot or cold water crossover, air conditioner chill-water isolation valves, air conditioner drain lines, smoke detectors, toilet seals and other critical components. Such scheduled inspections are mandatory.

Following the inspection, if components are found to be dysfunctional or appear to be dangerously close to the end of their useful life, then the inspector may determine that the component should be replaced or repaired. In such cases, the owner of the apartment will be required to comply with the inspector's determination.

The Resident Manager will send a letter explaining what must be done following any such inspections.

### **8.3. LEAK CONTROL**

Owners are responsible for exercising due diligence to minimize the chance of leaks. Such due diligence would include, but is not limited to the following:

- Maintaining the proper working function of all bathroom or kitchen fixtures or appliances.
  - Toilet valves, gaskets, seals, and mechanisms.
  - Shower fixtures and caulking, including valves.
  - Sink valves, water supply lines, and drainage lines.
  - Kitchen sink water supply and drainage lines.
  - Garbage disposal gaskets.
  - Dishwasher water supply and drain lines.
  - When applicable: Clothes washer water supply and drain lines including 2-way valves.
  - Air-conditioner drain pan drainage line (clogging is a common source of leaks).
  - And other components with the potential to cause leaks.
- Shutting off all water valves when leaving the unit vacant.
- Turning off the air conditioner when leaving the unit vacant.
- Having the Air Conditioner serviced quarterly.
- Having cell phone connected water sensors placed in the bathroom, under the kitchen sink and beside the air conditioner cabinet is another extra safety measure that can be helpful.

### **8.4. INSURANCE**

The Liliuokalani Gardens AOA insurance policy has a high deductible for the most common hazards including water damage. If other units sustain damages that resulted from some leak or a problem in your unit (e.g. A leak originating in your air conditioning system) then you could be responsible for damages up to the AOA's deductible. It is recommended that you purchase an HO6 Condominium Owner's Insurance Policy. Check with the office regarding the AOA's deductible.

### **8.5. RENTAL OF UNITS**

No apartment may be rented, or advertised for rent, for less than 90 consecutive days. The fine for renting, or advertising an apartment for rent, at Liliuokalani Gardens for less than 90 consecutive days is \$250 per day that the apartment is rented or advertised for rent in violation of this rule.

All rentals of apartments must be reported to the Resident Manager's office. All new residents including tenants are required to register with the Resident Manager's office within 48 hours of moving in. Apartments at Liliuokalani Gardens may not be rented more frequently than 6 times in a one-year period. Any owners found to violate this rule are subject to fines of up to \$250 per day for each day rented or offered for rent, in violation of this rule.



All new tenants should be familiarized with the House Rules by the Landlord or property manager.

## **8.6.      HIRING OF CONTRACTORS OR MAINTENANCE WORKERS**

Any renovation work that involves pulling out and replacing hard flooring, walls, cabinets, counters, or other major demolition or work involving the re-routing of plumbing or electrical must be approved by the Resident Manager. Downloadable Renovation Applications are available on the website (“RESOURCE CENTER” / “RENOVATIONS & REPAIRS”).

Maintenance workers or contractors can perform authorized work between the hours of 9am to 5pm Monday through Friday. No work is allowed in the common areas and the door to the unit should be kept closed whenever possible. Owners are responsible for the actions of their workmen.

Work performed on main plumbing lines, electrical wiring or window replacements must be performed by contractors licensed in the respective trade specialty.

All hired contractors must provide LG with a Certificate of Liability Insurance naming “Liliuokalani Gardens AOA” as an additional insured.

If a plumber is hired to clear a clogged drain or to resolve another matter for an owner, and in the course of the project finds that the problem appears to be in the communal plumbing, the owner should contact the Resident Manager who will make arrangements to resolve any issues in common plumbing.

Contractors should remove all construction debris from the property.

## **8.7.      DAMAGE OR REMOVAL OF AOA PROPERTY.**

Owners are responsible for ensuring that neither they, their tenants, guests or contractors damage or remove any AOA owned property. Any damage to AOA property whether due to accident, negligence or intent will be the responsibility of the related owner and s/he will be asked to pay for the cost of repair or replacement of the items damaged or removed as determined by the Resident Manager.

# **9. LILI’UOKALANI GARDENS AOA RESPONSIBILITIES**

## **9.1.      Maintenance of Common Property**

Liliuokalani Gardens AOA is responsible for the maintenance of commonly owned elements including common (load bearing) walls, common areas, grounds, buildings (except items that are uniquely used by an individual unit such as windows, doors, etc.), pools, tennis courts, BBQs and all other common property.

## **9.2.      Insurance on Common Elements**

Liliuokalani Gardens will maintain insurance on the common elements of the property, but such insurance will have a high deductible (generally \$75,000 or higher) so it is recommended that all owners maintain an HO6 insurance policy to cover any damages up to the AOA deductible.

### **9.3. Security, Housekeeping, Grounds & Maintenance Staff**

Liliuokalani Gardens will maintain a staff sufficient to maintain the beauty, functionality, and safety of the property. The Liliuokalani Gardens AOA has hired a Resident Manager who will direct the staff's activities. No owner or resident shall give the staff instructions or tasks. If an owner has a need, request or suggestion for staff, they should communicate it through the Resident Manager.

## **10. NEIGHBOR RELATIONS**

### **10.1. NOISE**

Please respect your neighbor's right to a peaceful environment. Please keep your music or other noise down to a reasonable level that is reasonable and would not be expected to bother your neighbors. Note that Liliuokalani Gardens Quiet Hours are between 10pm and 8am. Therefore, you are expected to exercise special care to keep noise to a minimum during those hours. During Quiet Hours outdoor socializing, congregating or any other activities that generate noise are prohibited. During Quiet Hours, indoor socializing, use of TV sets or music devices should be kept at very low levels. The Resident Manager or Security will determine what volume is considered "reasonable".

If your neighbors complain of noise, our Security team will investigate to seek a solution. Repeatedly bothering your neighbors with excessive noise, deemed as unreasonable, can result in a citation.

### **10.2. SMOKING & OTHER ODOR CREATION**

Some odors and scents can be bothersome to other residents. Such odors might be caused by; burning incense, sage or other herbs, use of essential oil diffusers, scented candles, use of perfume or other sprays or scent emitters, etc. If complaints arise from such odors, The Resident Manager will determine if the level of odor caused by the activity is reasonable or not.

Food smells are not considered an unacceptable odor, but residents who receive complaints about their cooking odors, are asked to take reasonable steps to minimize the escape of such odors from their apartment.

Smoking and other odor-creating-activities in your unit, is allowed if the smoke or other odors does not enter the hallway or other units where it bothers your neighbors. Smoke or odors can enter other units by traveling under your door into the hallway, or by exiting your window and then being drawn into another unit's open window or air conditioner intake fan.

In order to smoke in your unit without it bothering your neighbors, experience would suggest that at least the following measures would be necessary:

- Install a door sweep under your front door and keep your door closed during and after smoking to keep smoke or odors from entering the hallway.
- Keep your windows closed, during and after smoking.
- Turn on the bathroom exhaust ventilation fan.
- Use one or more HEPA air filters during and after smoking.

Whether you apply these measures or not, if your smoking bothers the neighbors, you will be asked to stop smoking in your apartment. Check with the Resident Manager about outdoor smoking zones such as: at the 3 tables under the Hau tree or behind, or on the Ala Wai Blvd side of, the pavilion.

### **10.3. LEAKS**

To help avoid the incidence of leaks, please follow the guidelines outlined in Section 7.3 above.

If you are the victim of a leak, please contact the Resident Manager's office as soon as possible (926-3636). If there is no answer at the office, please contact Security (926-1924). We will do our best to help you minimize the extent of any leak damage.

### **10.4. COMPLAINTS**

If you have a complaint about a neighbor (noise, smoking, etc.) please contact Security (926-1924).

If you wish to bring up a matter with your neighbor, please do it in a friendly, polite, and non-confrontational way, if this is impossible, please just allow Security to handle the matter.

Threatening, hostile or confrontational language, notes or behavior by residents directed at other residents or staff is not permitted at Lili'uokalani Gardens.

## **11. PARKING**

Parking stalls may be assigned to owners or tenants. No stall assignment is permanent, and the Resident Manager reserves the right to revoke or reassign parking spaces as deemed appropriate or necessary. Authorized Residents who park vehicles or have guests who park vehicles on LG property are responsible for cleaning up any messes due to leaking oil or other automotive fluids from the vehicle.

### **11.1. LONG-TERM PARKING**

Every apartment is guaranteed at least one parking stall. Those wishing to register for the use of a second parking stall, should contact the Resident Manager's office (or request to get on the waiting list via the website). Parking stalls are in high demand, and it is not possible for most residents to have two stalls. Any second stalls assigned to residents are at a different and higher rate.

#### **11.1.1. Assignment & Revocation of Stalls**

Parking spaces may be assigned to owners and/or their designated property managers and tenants. If an owner sells his unit or a tenant's lease expires or a property manager no longer represents an owner in the management of a unit, any assigned parking stall shall immediately revert back to the pool of available stalls for reassignment to the next person on the waiting list.

If no vehicle appears in the stall for 30 days or longer the Resident Manager is authorized to revoke the parking stall and return it to the pool of available stalls for reassignment.

The Resident Manager is authorized to revoke second parking stalls from residents in order to create inventory of available stalls sufficient to allow a stall for each apartment requesting one.

#### **11.1.2. Registration**

Parking stalls for automobiles, motorcycles or mopeds at Lili'uokalani are assigned only to Owners, authorized Property Managers and tenants. Temporary roommates, friends or other persons not named on the lease or deed are not considered Authorized Residents. Such individuals are not eligible to be assigned a parking stall or storage space. Anyone using a parking stall at Lili'uokalani Gardens should maintain active insurance on their vehicle.

## **11.2. SHORT-TERM PARKING**

Short term parking at Liliuokalani Gardens is in one of three places: In the round-about Loading-and-Unloading Zone for up to 15 minutes; or for non-resident guests, in Guest Parking, and for Guests or Residents, in Overnight 24-hour Parking (subject to availability).

### **11.2.1. GUEST PARKING**

Guest Parking is for guests visiting residents of Liliuokalani Gardens only. Anyone found parking in Guest Parking and leaving the property will be questioned and/or cited.

Guest parking is available at no charge between 8 am and 2 am the following day. Vehicles left in Guest Parking between 2am until 7am will be subject to an overnight parking fee (payable to the Security Guard on duty). Vehicles found in Guest Parking after 7am the following day is subject to citation. Any subsequent violations of the 7am cut-off time are subject to fines. Short-term parking violation fines must be paid within 72 hours. Failure to pay the fine within 72-hours subjects the vehicle to towing when next found on LG property or to additional fines.

### **11.2.2. OVERNIGHT PARKING**

Overnight (24-hour) Parking is available to guests and residents. Overnight Parking coupons can be purchased in lots of five (5) from the Security Watchman. Those using overnight parking must check in with Security for stall assignment daily (unless otherwise informed by Security).

Overnight/24-hour parking is good for 24 hours from the time indicated on the coupon that must be placed on the dashboard of the vehicle. Vehicles left in overnight parking beyond the 24-hour period will be asked to pay for an additional day.

### **11.2.3. LOADING AND UNLOADING ZONE**

Parking is allowed for up to 15 minutes to load or unload items in the round-about. If special circumstances require additional time (e.g. Moving or unloading items), check with the Security Watchman to request additional time.

Unauthorized vehicles left in the Loading and Unloading Zone for extended periods (greater than 15 minutes) are subject to citation. Subsequent violations could result in fines.

### **11.2.4. PARKING AREAS RESTRICTED TO RESIDENTS**

Residents may not park in the commercial parking spaces nor in Guest Parking.

Residents may not park in stalls not assigned to them, unless invited to do so by the authorized stall assignee.

## **11.3. VEHICLE REGISTRATION**

All vehicles parked in the Parking Garage must be either registered for the stall they occupy or been granted permission by the stall assignee to park in the stall. Any vehicle reported as parked in an unauthorized stall is subject to citation or towing.

To register a vehicle with the Resident Manager's Office, please either visit the office or register the vehicle online through the website.

## 12. PETS & ASSISTANCE ANIMALS

Liliuokalani Gardens is a no-pet property. The only animals allowed on the premises are Assistance Animals. The term “Assistance Animal” as used here includes: Service Animals, Comfort Animals, Emotional Support Animals and other animals disabled residents may rely on for assistance.

Residents requesting a reasonable accommodation in the form of an assistance animal must provide the Resident Manager’s Office with documentation provided by a physician or other licensed health professional or person, verifying that the resident: (1) has a disability, and (2) needs the assistance animal to alleviate one or more symptoms of the disability, unless the need for the animal is obvious. A registration application must also be filled out and provided to the Resident Manager and the animal owner must agree to abide by the Guidelines in 11.2 below.

Animal owners need to provide the office with vaccination documentation and an active animal license issued by the City & County of Honolulu as well as a signed LG Assistance Animal application. All requests for accommodation are forwarded to the Lili’uokalani Gardens AOA Board of Directors for consideration. Approvals or denials of requests for accommodation will be provided following the next scheduled Board of Directors meeting based on the Lili’uokalani Gardens Service Animal or ESA Policy and applicable laws.

### 12.1. REGISTRATION

Any Assistance Animals should be registered with the Resident Manager’s office within 48 hours of arriving on the property.

***Hawaii Law Statute 708; Misrepresenting the use of a service dog or emotional support animal.***

*(a) a person commits the offense of misrepresenting the use of a service dog or emotional support animal if the person knowingly and willfully misrepresents themselves, through conduct or verbal or written notice, of being disabled in an attempt to receive the benefits and protections afforded under federal or state law for the use of a service or emotional support animal.*

*(b) Misrepresenting the use of a service dog or emotional support animal is a misdemeanor.*

### 12.2. GUIDELINES

Owners of Assistance or Service Animals living at Liliuokalani Gardens must,

- Keep their animals with them at all times.
- Keep the animals on short leashes and/or carry them while inside the buildings, unless the nature of resident’s disability makes physical control impracticable or if physical control would interfere with the assistance that the animal provides.
- Maintain the animal’s required vaccinations and license from the City & County of Honolulu.
- Not allow their animal to defecate within the fenced area of the Liliuokalani Gardens grounds.
- Clean up after their animal as necessary and exercise best efforts to ensure that the animal does not do damage to the grounds or leave excrement anywhere on the property.
- Ensure that the animal does not bark or cause a noise disturbance.
- Keep the animal clean and hygienic and free of fleas, smells or other insect infestations or health issues that could affect others.
- Ask permission before entering elevators with other occupants. If there is an objection, then the animal owner will need to wait for the next elevator (or take the stairs, if s/he wishes).

- Control the animal at all times to ensure the safety of other people or animals.

No resident is permitted to “pet-sit” the ESA of another.

## **13. STORAGE**

There are 38 – lockers, 27 inches wide x 29 inches deep and height ranging from 75-95 inches, (5.4 sq ft.) on the second floor of the Queen Tower.

There are also 22 – large storage closets in Queen Tower and 13 large storage closets in the King Tower. Large closets are generally approximately 5 feet wide x 7 feet deep (35 sq. ft.) but vary in dimension.

The King Tower also has 18 - small shelved storage closets measuring; 7 feet high x 4 feet wide x 16 inches deep (5.4 sq. ft.).

Items prohibited for storage at Liliuokalani include: Food items unless sealed in rodent and bug proof plastic containers, any items that are leaking or creating a mess or could present a hazard.

Liliuokalani Gardens assumes no responsibility for items stored. We strive to deter theft, but we cannot guarantee the safety of your items stored and we accept no liability for lost items.

Storage spaces are assigned to Authorized Residents and not to apartments. If a tenant moves out or an owner sells his/her unit, any storage space will automatically revert back to the pool of available storage spaces for reassignment to the next person on the waiting list.

Storage spaces may not be shared, loaned, sublet to others or slept in.

A \$50 key deposit will be requested upon rental.

### **13.1. BICYCLE STORAGE**

Depending on space, bicycle storage is available in a locked cage at the Ewa/Mauka side of the first floor of the garage. Once you have paid your annual bicycle storage registration fee, your key fob will be programmed to enter the bike cage.

Tampering with unowned bicycles is prohibited. Bicycles may be locked to the bike racks. Liliuokalani Gardens accepts no responsibility for bicycles left in the bike cage.

All bicycles in the bike cage must have a sticker showing that they were registered, or they will be subject to impoundment and, if unclaimed within the period prescribed by law, will be disposed of.

All registered bike or surfboard owners have access to the bike cage. Liliuokalani Gardens AOA makes no guarantees regarding the safety of, nor does it accept liability for, any items stored in the bike cage.

### **13.2. SURFBOARD STORAGE**

There are racks inside the bike cage and just outside the moped parking area for surfboard storage.

Even if sharing the same rack, each surfboard stored in the bike cage must be registered (and paid for). Surfboard storage fees are charged per board not per rack.

Surfboards found in the bike cage that are unregistered are subject to impoundment and disposal within the time frames prescribed under law.

Outdoor surfboard racks are lockable. Rented racks can be used to store as many boards as will fit.

SUP boards may not be stored on surfboard racks found on the Mauka side of the bike cage. SUP boards may only be stored on the stronger SUP board rack on the Makai side of the bike cage or in the outside racks

The bike cage racks are unlocked, and Liliuokalani Gardens makes no guarantees regarding, nor does it accept liability for, the safety of items (e.g., Surfboards) stored in the bike cage.

### **13.3. LOCKBOX STORAGE**

Key lock boxes may not be placed on common Liliuokalani Property without first being registered. Registered lockboxes may only be placed on the bars attached to the bike-enclosure fence. No lockboxes will be allowed anywhere else at Liliuokalani Gardens except the bars on the bike-cage fence or on the doorknob of your apartment. Lockboxes placed on doorknobs need not be registered.

The annual registration fee for Lockboxes at Liliuokalani Gardens will be determined by the Resident Manager. Unregistered lockboxes are subject to removal and disposal.

## **14. PAYMENTS FOR SERVICES**

### **14.1. Fees**

Fees are subject to change from time to time as the Board of Directors or Resident Manager deems appropriate.

### **14.2. Payment Period**

The payment period for all services (e.g., Parking, Storage, Bicycle & Surfboard Storage, etc.) is for the calendar year. Annual payments are through December 31<sup>st</sup> of the year being paid for, not for 12-months from the date of payment.

### **14.3. Payment Amounts**

The Payment Fee Schedule can be found on the website under “RESOURCE CENTER” and “PAY BILLS” or “ANNOUNCEMENTS” or upon request at the office.

### **14.4. Payment Method**

Payments can be made by check, delivered or mailed to the Resident Manager’s office or online as a PayPal transaction through the website (“PAY BILLS”). Additional Paypal transaction fees may apply to payments made online.

### **14.5. Proration of Payments**

Initial quarterly payments will be prorated. Early surrender of a service (e.g., a parking stall or storage space, etc.) is not eligible for a prorated refund.

### **14.6. Notification**

All Authorized Residents utilizing a service (e.g., parking space, storage locker, bike or surfboard storage, etc.) must notify the office if they wish to stop using the service. If the office is not notified, it will be assumed that the service is continuing to be used by the Authorized Resident and they will be responsible for the payment of the related accrued fee(s) even if not utilized.

### **14.7. Due Dates**

All payments made by existing residents for the next calendar year begin accruing as of January 1<sup>st</sup> and are due by January 31<sup>st</sup>. Newly assigned services must be paid for at the time the service is requested.

### **14.8. Late Payment Penalties**

The Resident Manager has the authority to revoke services at any time, including for non-payment of fees and also for non-payment of Condominium Maintenance Fees which are in arrears more than two (2) months.

If a service is not revoked by the Resident Manager, late payments made after January 31<sup>st</sup> will be subject to a \$25 late fee per month or prorated portion thereof.

## **15. COMMUNICATIONS**

### **15.1. WEBSITE (Announcements)**

Announcements can be read in the “Announcements” page of the website. Many common questions are answered in the FAQ section of the website as well.

### **15.2. TV MONITORS**

There are TV monitors in both the King Tower and the Queen Tower lobbies. Selected Announcements will be displayed on the Monitors and updated from time to time.

### **15.3. POSTED ANNOUNCEMENTS**

Time sensitive Announcements will often be posted near the elevator call buttons. Please take note of any announcements pertinent to you that are posted by the elevators.

### **15.4. ANNOUNCEMENTS BY EMAIL**

You can sign up to receive Announcements by email on the website’s Announcements page.

### **15.5. COMMUNICATION WITH THE BOARD OF DIRECTORS**

To communicate with the BOD, please go to the website ([www.LiliuokalaniGardensWaikiki.com](http://www.LiliuokalaniGardensWaikiki.com)) and then “CONNECT”, then “WRITE THE BOARD” then download and print the form, fill it out and mail it to the AOA’s property management company at the address shown on the form. Either the Property Manager or the Board will reply to your letter in writing.



## **16. RENOVATIONS & CONSTRUCTION**

### **16.1. RENOVATIONS REQUIRING APPROVAL**

The following types of renovations require the approval of the Resident Manager:

- Any modification or work done on fire safety systems (alarms, intercom, or sprinklers)
- Any renovations involving modifications or changes to load-bearing walls.
- Any alterations made to common/shared electrical or plumbing.
- Any remodeling that involves plumbing changes that will require a stack shutdown.
- Remodeling or removal of kitchen or bathroom cabinets.
- Changes made to stove/range or air conditioning system.
- Addition of washer or dryer.
- Installation of hard flooring
  - Any laminate, composite, hardwood flooring must have an underlayment with a sound insulation class rating of >70 dB (both IIC and STC).
  - Tile or stone flooring must have a sound and crack isolation mat with an IIC and STC rating of ≥50 dB.
- Replacement of windows or glass.
- Any repairs requiring workers to work outside your windows or having tools or materials outside your windows.
- For those with lanais: Any fixtures or items to be attached to the building, any structures to be erected, any items to be affixed (e.g., with glue or other fasteners) to the building including the deck of the lanai.

### **16.2. UNIT MAINTENANCE NOT REQUIRING APPROVAL**

The following types of work do not require a Renovation Application or approval:

- Painting
- Hanging draperies or other installation of other fixtures (e.g., mirrors, closet doors, etc.)
- Replacement of, or repairs to, bathroom fixtures or appliances (e.g., toilet, sinks, shower fixtures)
- Changing or installing wall-to-wall carpets.
- Routine repairs (e.g., to plumbing, electrical, appliances, bathroom fixtures, walls, windows, etc.).
- Minor projects not requiring demolition, sawing, hammering, sanding, etc.

### **16.3. GAINING APPROVAL**

Applications for Renovations and other information can be downloaded from the website ("Resource Center" then "Renovations and Repairs"). Please send filled out information to LiliuokalaniRM@gmail.com or leave at the Resident Manager's office (or deposit through the mail slot in the office door).

## **16.4. PERFORMING THE WORK**

All contractors should check in with Security when they arrive on the property to be directed to parking. They should let Security know where they are working and what type of work will be performed.

If construction materials or large or bulky items are to be transported using the elevators, contact Security (ahead of time) to prepare the elevators with padding and floor mat for its protection.

Noise producing work can be performed Monday through Friday from 9 am to 5 pm. Noise producing work is not allowed on weekends, holidays or outside the hours of 9 am to 5 pm.

Apartment doors must be kept closed during work.

Any dust or debris accidentally exiting the apartment (into the hallways) must be cleaned up immediately.

No work may be performed outside the apartment (e.g., stairwells, hallways, outside on LG grounds), nor may any electrical outlets or other facilities outside the apartment be used unless the electrical outlets in the unit are unavailable.

All debris resulting from the work must be hauled off of Liliuokalani Gardens property. No construction or renovation related debris may be deposited in the trash chutes or left anywhere on Liliuokalani Gardens property.

All work must be completed within 30 days unless otherwise approved by the Resident Manager.

## **16.5. PENTHOUSE LANAIS**

Nothing may be attached to the building by way of bolts, screws, nails, or glue without the approval of the Resident Manager. No structures may be erected without the approval of the Resident Manager. Nothing may be placed on the Lanais which can be seen by anyone at ground level either on or outside the property.

# **17. PRIVACY & ACCESS**

## **17.1. INVITED GUESTS**

When in the common areas, all invited guests must be escorted by the Authorized Resident host at all times. All resident hosts are responsible for the actions and behavior of their Guests while they are on Liliuokalani Gardens property. The Resident Manager has the authority to require guests to be supervised at all times while on Liliuokalani Gardens property.

All guests must be registered with the office if they stay beyond 48 hours. Guests may stay for up to 14 days. Persons staying more than 14 days are considered Residents and should be added to the lease and must be registered with the office as a Resident.

Food or other delivery persons, contractors or other service providers must be met by their host in the lobby.

## **17.2. UNINVITED GUESTS**

Uninvited visitors must contact the resident they are visiting so that they can come down to meet them in the outer lobby and escort them up the elevators if they so wish.

Certain uninvited Guests which Security will allow access to the elevators includes government officials (e.g., police, firemen, FBI, child protective services, census workers, etc.), process servers, emergency response personnel (e.g., medical, etc.) or contractors responding to emergencies.

Residents are responsible for the behavior (including damages caused or fines accrued) of their guests while they are on the property whether or not they are invited.

## **17.3. KEYS AND UNIT ACCESS**

From time to time, Liliuokalani Gardens Maintenance personnel will require access to an apartment for emergency purposes or to contain ongoing problems causing damage to units, such as;

- To determine if a unit was affected by a leak from above.
- To determine if a unit may be the source of a leak reported from below.
- To determination of the apartment's involvement in other plumbing problems such as hot-cold water crossover, clogs, etc.
- Suspicion of an imminent fire hazard or other high-risk issue.
- Suspected health emergencies inside the unit.
- To access valves in the ceilings of 16<sup>th</sup> floor units.
- To access drain cleanouts in various units where they were installed.
- To access chilled-water stack bleed valves in penthouse units.

When feasible Maintenance or Office personnel will attempt to reach the occupant to request permission to enter to check the suspected equipment. Maintenance staff will first knock on the door, then try calling the occupant. If there is no answer, LG staff will try reaching the property manager or the owner to explain the problem and seek assistance in reaching the occupant.

If the occupant is not able to be reached, and the Resident Manager deems the need to enter to be urgent (e.g., an active and significant leak is underway with damage mounting), he may make the decision to enter the unit without, permission.

In such a case, the Resident Manager will check to see if a key has been left with the office, or a code to a lockbox has been left. If no key or code has been left, the Resident Manager will contact a locksmith (or potentially LG maintenance staff) to enter the unit. In such a case, the unit owner will be billed for an emergency entry fee. In situations of extremely urgent emergencies (high volume leaks), if no key is on file, it might be necessary to break the door lock. In these cases a new door will need to be purchased by the unit owner.

To save time and money, we recommend that all owners leave a key with the Resident Manager which will be cataloged and secured in a special key lockbox in the locked Resident Manager's office.

### **17.3.1. Key Fobs**

Key fobs are available for purchase by Authorized Residents as well as non-resident owners.

Key fob activity is recorded in a database for security purposes. Key fobs may be assigned to

individuals only, not organizations (e.g., property management companies, corporations.). Key fobs cannot be transferred from one person to another without reprogramming the fob. Key fobs in the possession of unauthorized users will be deactivated. As long as there is a readable serial number on the fob, key fobs can be reprogrammed to reflect the identity of a new user. Refunds for returned or damaged key fobs is not available. Key fobs are purchased by the user. If the key fob is not working and needs to be reprogrammed it must have a readable code number on the fob.

## **18. HOUSE RULE ENFORCEMENT**

### **18.1. WARNINGS & CITATIONS**

Minor House Rule infractions generally result in one or more verbal warnings, followed by one or more written warnings (citations) and may then be followed by fines.

More serious violations of House Rules may result in a citation or even a fine for the first infraction at the determination of Security or the Resident Manager.

### **18.2. CITATIONS WITH FINES**

There are two fine categories; those which are levied for infractions that do not create a health or safety hazard (e.g., noise) and those that do create a health or safety hazard (e.g., speeding).

#### **18.2.1. STANDARD FINE STRUCTURE**

For House Rule violations that do not pose a risk to others, the first fine will be \$50, the second fine levied for the same or similar offense will be \$100 and the third and subsequent fines will be \$200.

#### **18.2.2. FINES FOR VIOLATIONS THAT CREATE A RISK TO OTHERS**

House Rule violations that are associated with a risk to the health, safety or welfare of others will have the following fines: The first violation will be \$250, the second violation will be \$350, and the third violation will be \$500. Subsequent violations may involve action taken by the Board of Directors including further fines or legal action.

House Rule violations that pose a risk or threat to others means; some behavior or action that creates a hazard, perceived hazard or circumstances that creates a danger to others or the property (e.g. speeding a vehicle on the property; throwing objects out of windows; assault; extreme verbal assault combined with hostile behavior; animal waste that is not picked up, cleaned and sanitized; unhealthy or unhygienic environment within the apartment affecting others from mold, smells or insects; negligent creation of fire hazards; defecation in the pool, etc.), negligent exposure of others to disease, such actions may result in a Citation and a Fine on the first offense.

#### **18.2.3. RESPONSIBILITY FOR FINES**

Fines should be paid by the individual (owner, tenant, or host of guest) who violated the House Rule. However, the ultimate responsibility for payment of fines rests with the owner of the unit where the violator lives or, with which, the violator is associated (as a guest, tenant or contractor).

#### **18.2.4. PAYMENT OF FINES**

Fines can be paid by check presented to the Resident Manager's Office or online via the website under the "PAY BILLS" section. Unpaid fines will be assessed to the owner's Condominium Maintenance Dues.

#### **18.2.5. TIME FRAMES FOR PAYMENT**

Except for Parking Citations (see below), all other citations must be paid within 30 days. Failure to pay the fine within the due date can result in additional and increasing fines for non-payment that will accrue every 30 days until paid.

Unpaid citations will be applied to Condominium Maintenance Dues invoices by the Property Management Company.

#### **18.2.6. OVERNIGHT & GUEST PARKING**

Payment of fines related to Guest Parking or Overnight Parking are due within 72 hours. Any vehicle found on Liliuokalani Gardens property with past due unpaid parking fines is subject to towing or further fines.

#### **18.2.7. TIME FRAME FOR CURE**

For ongoing or fixed House Rule violations requiring correction (e.g., illegal installations, etc.) The violator has 14 days to cure the infraction. If the citation recipient requires additional time to cure the violation, he/she can ask the Resident Manager who is authorized to extend the deadline for payment if he deems it appropriate.

#### **18.2.8. APPEAL OF FINES**

Recipients of fines can appeal their fines to the Resident Manager and, if dissatisfied with his determination, to the Board of Directors (BOD), within the first 20 days of receipt. The appeal (including a restatement of the facts by the person fined and the reasons why s/he believes the fine(s) was not justified) should be made in writing. Appeals to the BOD should be made using a form that can be downloaded from the website (see; "CONNECT" and "WRITE THE BOARD") and mailed to the property management company.

The BOD will rule on the matter and notify the appellant of their decision by email or letter.

The BOD has the authority to rule that all or any part of the fine remain in place or that the entire fine be dismissed, at their sole discretion.

## **19. KEY RECOMMENDATIONS**

- Leave a key with the Resident Manager.
- Turn off your water valves when leaving your unit vacant.
- Have your air conditioner serviced quarterly.
- Obtain an HO-6 insurance policy.
- Provide LG Management with your full and updated contact information (and ideally a key).
- Consider how your smoking, noise or other actions might affect your neighbors – be respectful.

## **18. EMERGENCY EVACUATION PROCEDURES**

### **18.1. Familiarize Yourself with Environment**

- Know where the fire alarm pull-boxes are on your floor.
- Know where the fire extinguishers are on your floor.
- Know where your stairway exits are on your floor.

### **18.2. Plan Ahead**

- Consider purchasing fire extinguishers for your unit.
- Have an agreed to evacuation plan in place for yourself and others living with you.
- If evacuating the building, remember to use the stairs NOT THE ELEVATORS.
- When evacuating via the stairs, stay calm and do not push others.

### **18.3. Those Unable or Unwilling to Evacuate**

If you don't evacuate at the time of the alarm and later you feel you should have evacuated, be sure to inform Emergency Response personnel (via 911) that you are still in your apartment. If you have remained in your unit and later, while the alarm is sounding, decide to leave, first feel the door for heat. Do not open it if you feel heat. Instead lay wet towels at the base of the door and call 911.

If you find yourself in a smoke-filled environment, stay low and breath directly at the surface of the floor where the smoke is less dense. If you leave your apartment, bring your keys so that you could retreat and reenter your apartment if the exits are blocked.

If you are unable to reach 911 for any reason, go to your window and make yourself known, so that those outside may hear you and help get assistance to you.

## **19. DEFINITIONS & DISCLAIMERS**

These House Rules are subordinate to the Bylaws of Lili'uokalani Gardens as well as to any other governing City & County, State or Federal Laws including Hawaii State law Chapter 514(B) governing condominiums.

Any terms used in these House Rules will have the meaning given to them by the Bylaws, except as expressly stated otherwise.