LILI'UOKALANI GARDENS

RESIDENT HANDBOOK

August 2026

SECTION I. GENERAL RESIDENT INFORMATION

1 FAIR HOUSING

None of the provisions of these House Rules are intended to be in contravention of the Fair Housing Amendments Act of 1988 or Chapter 515, Hawaii Revised Statutes ("Fair Housing Acts"). The Board will at all times comply with the provisions of said Fair Housing Acts when acting upon requests by disabled persons to make reasonable modifications, at their expense, to their apartments and/or the common elements of the project if the proposed modifications are necessary to enable said disabled persons to have full use and enjoyment of the project. The Board will also comply with the provisions of said Fair Housing Acts when acting upon requests by disabled persons for exemptions from any of the provisions of the project documents which would interfere with said disabled persons' equal opportunity to use and/or enjoy their apartments and/or the common elements of the project.

2 NEW RESIDENT ORIENTATION

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

2.1 NAME OF CONDOMINIUM PROJECT

The name of the Project is "Lili'uokalani Gardens at Waikiki"

2.2 YOUR ADDRESS

Your address is:

300 Wai Nani Way, Apt # ####
Honolulu, HI 96815

Note: Referencing the tower number in your address is not necessary.

2.3 REGISTRATION

All residents of Lili'uokalani Gardens shall register within 48 hours of taking possession of their apartment. To register, visit the Manager's Office in the King Tower, to the left as you enter the building. The service window office hours are 8am to 4pm Monday through Friday. After hours, please call Security at 808-926-1924.

Registration may be accomplished at the office or on the website www.Liliuokalanigardens.com.

To use all the features of the website, new residents or owners must register as a "member" of the website (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.

On the website, you may also accomplish the following tasks:

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

2.4 PAYMENTS FOR ADDITIONAL SERVICES

2.4.1 Fees

Fees are subject to change from time to time, as the Board of Directors deems appropriate. Items requiring registration fees include automobile parking stalls, motorcycle parking stalls, moped parking stalls, bike cage storage, lockbox storage, surfboard storage racks, storage closet rental, storage locker rental, use of pavilion, private wine-cask garden use, and any other services which may later be added. (*Note: Services referenced in Section 3.4 are not normally supplied by the AOAO, but are additional service items owners opt to obtain by paying extra fees to the AOAO in addition to regular monthly maintenance fees.)

2.4.2 Payment Period and Due Dates

The annual payment period for all services (e.g., parking, storage, bicycle & surfboard storage, etc.) is for the calendar year. Annual payments are for January 1st through December 31st of the year being paid for, not for 12-months from the date of payment. For payments for periods of less than a calendar year, the fee will be prorated for the remaining whole months in the year, and the payment will be due on or before the first day of the month when proration will start.

Residents may also opt to pay monthly for any of the services.

Newly assigned services must be paid for at the time the service is requested.

2.4.3 Payment Amounts

The Fee Schedule may be found on the website under "RESOURCE CENTER" or upon request at the office.

2.4.4 Payment Method

Payments may 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 apply to payments made online.

2.4.5 Early Surrender of a Service (Proration of Payments)

Early surrender of a service (e.g., a parking stall, storage space, bike or surfboard storage, etc.) is eligible for a prorated refund. The refund shall be calculated based upon whole months, starting with the first day of the first month following the surrender. Please allow up to four weeks for the refund to be processed.

2.4.6 Notification

Requests for prorated refunds for early surrender shall be made in writing and sent or delivered to the Liliʻuokalani Gardens Office Manager. liliuokalanioffice@gmail.com. Requests shall include your name, apartment number, space number, and the address to which you want the refund sent.

If the office is not notified, it will be assumed that the service is continuing to be used by the Authorized Resident, who is responsible for the payment of the related accrued fee(s) even if not utilized.

2.4.7 Late Payment Penalties

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

If a service is not revoked by the Manager, late payments made after January 1st will be subject to a $25 late fee per month.

2.5 COMMUNICATIONS

2.5.1 Website Announcements

Announcements may be read on the "Announcements" page of the website. Many common questions are answered in the FAQ section of the website.

2.5.2 Lobby 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.

2.5.3 Office Contacts

The email address of the office is: Liliuokalanioffice@gmail.com
The phone number of the office is: 808-926-3636

2.5.4 Announcements

Time-sensitive announcements will often be posted near the elevator call buttons. You may also sign up to receive announcements by email on the website's announcements page.

2.5.5 Communication With the Board of Directors

Please direct all communications to the Board of Directors at liliuokalanigardensbod@gmail.com The Property Manager or a Board member will respond in writing.

2.6 KEYS AND UNIT ACCESS

NOTE: There is no Liliuokalani Gardens apartment master key. If locked out, contact your landlord, rental agent, or a locksmith.

From time to time, Lili'uokalani Gardens maintenance personnel will require access to an apartment for emergency purposes or to contain ongoing problems causing damage or inconvenience to other 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 units below.
- To evaluate an apartment's involvement in other plumbing problems such as hot-cold water crossover, clogs, etc.
- To check for an imminent fire hazard, other high-risk issue, or suspected emergencies inside the apartment.
- Suspected health emergencies inside the unit.
- To access valves in the ceilings of 16th floor units.
- To access drain cleanouts in various units where they were installed.
- To access chilled-water stack bleed valves in penthouse units.

Maintenance or Office personnel will try to contact the occupant for permission to check the equipment. They will knock first, then call. If there is

no response, LG staff will contact the property manager or owner for help in reaching the occupant.

If the occupant cannot be reached, and the Manager determines that entry is urgently required (e.g., an active and significant leak causing increasing damage), the Manager may decide to enter the unit without permission.

In this situation, the Manager will verify if a key or lockbox code has been provided. If neither is available, the Manager will arrange for a locksmith, or possibly LG maintenance staff, to access the unit. The unit owner will be charged an emergency entry fee. In cases of urgent emergencies, such as severe leaks, it may be necessary to break the door lock if no key is available. The unit owner will be responsible for any repairs in such cases.

To save time and money, and prevent damage, owners should leave a key with the Manager for safekeeping in a secured lockbox in the Manager's locked office. Should owners/authorized residents lock themselves out, they may contact security to access their stored key. First time lockout is free, subsequent lockouts will incur a fee of $50.00 for each instance.

2.6.1 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 only to individuals, 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. Owners or residents who move from one apartment to a different apartment at Liliuokalani Gardens will update their registration forms on file with the AOAO. When possible, key fobs will be reprogrammed to reflect the identity of a new owner. Refunds for returned or damaged key fobs are not available. Key fobs are purchased by the user.

2.7 STORAGE OPTIONS

There are limited storage options available in both buildings. They are rented on a first come, first served basis through the office Manager. (*Note, some storage options have long waiting lists.) The following are the storge space dimensions:

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.).

2.8 OUR EMPLOYEES

Employees of the AOAO Liliuokalani Gardens at Waikiki are under the direction of the Board of Directors and shall not be directed by, or used for the personal business of owners, residents, or vendors.

3 EMERGENCY EVACUATION PROCEDURES

3.1 FAMILIARIZE YOURSELF WITH YOUR FLOOR

- 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.

3.2 PLAN AHEAD

- Consider purchasing fire extinguishers for your unit.
- Have an agreed evacuation plan in place for yourself and others living with you.
- Remember to use the stairs, NOT THE ELEVATORS. Stay calm and do not push others. Assist those who need help.

3.3 THOSE UNABLE OR UNWILLING TO EVACUATE

If you did not evacuate at the time of the alarm and later believe you should have, please inform Emergency Response personnel by calling 911 to say that you are still in your apartment. If you remain in your unit and subsequently decide to leave while the alarm is still sounding, first check the door for heat. If the door feels hot, do not open it. Instead, place wet towels at the base of the door and contact 911.

In a smoke-filled area, stay low and breathe near the floor where the smoke is thinner. If you leave your apartment, take your keys in case you need to return to your apartment.

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.

4 RESOURCES

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

4.1 EMERGENCIES

For serious or life-threatening emergencies call 911. And if able, notify Security at 808-926-1924 to assist or direct emergency first-responders to you.

For leaks or other problems that need immediate assistance, please call Security who will 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.

Please evacuate the building as directed by the automated announcement until you are notified that it is safe to reenter the building.

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.

4.2 OUR WEBSITE AND EMAIL ADDRESS

Our email address is: liliuokalanioffice@gmail.com

For our website go to: www.LiliuokalaniGardensWaikiki.com Our website provides a number of useful resources including:

- General and background information about the property, staff and management
- Announcements, Events and Updates
- Answers to Frequently-Asked Questions
- 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 on the website Calendar

4.3 MANAGER'S OFFICE

The Manager 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. The office is open for business between the hours of 8am and 4pm Monday through Friday. The office is closed on weekends and certain holidays.

Please contact the office at 808-926-3636, or by email at liliuokalanioffice@gmail.com to make an appointment if these office hours are not convenient for you.

Concerns or issues outside of regular office hours should be directed to Security (808-926-1924). If the matter requires the immediate attention of the Manager, Security will contact the Manager.

4.4 INCLUDED BASIC SERVICES

4.4.1 Utilities

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

4.4.2 Cable and 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 in your monthly maintenance fees. Call Spectrum at: 1-855-243-8892 or 855-326-5115 or visit Spectrum.com/services setup to activate your service, and/or upgrade features.

4.4.3 Air Conditioning

Our buildings have central air conditioning. The chilled water for the system is provided by the AOAO. The fan inside the air conditioning unit is powered by electricity, which is paid for by the apartment owner or tenant.

4.4.4 Laundry Machines

24-hour coin, credit card or CleanPay™ app-operated laundry facilities are available in each tower. Coin changers are also available in the laundry rooms. Contact either TW Systems at 808-585-0700 or the office with any problems with the laundry or coin machines.

4.4.5 Parking

Each unit at Lili'uokalani Gardens has guaranteed access to one parking stall. Check with the Manager's Office to register for a parking stall if you don't already have one assigned. Parking in unassigned or guest parking stalls by residents is not allowed.

4.4.6 Parcel Delivery

UPS, DHL, FedEx and Amazon generally deliver parcels right to your door. You will be notified of parcels sent through the Postal Service (USPS) via either a key or a notice in your mailbox. Retrieve average-sized parcels from the parcel locker room found on the first floor of the parking garage (Ewa side adjacent to the bike-cage) using the key left in your mailbox by the U.S. Postal Carrier. You may pick up oversized parcels in the Manager's office during office hours with your notice (or contact Security after office hours).

4.4.7 Electric Vehicle Charging Stations

EV charging stations are available on the Ewa end of the A-level of the parking garage. To use the charging stations, you must first register with EverCharge. Signup online at EverCharge.net/Signup or call 888-342-7383. Support is available by emailing Support@EverCharge.net. Electrical charges will apply to your use of the EV chargers.

4.4.7.1 Maximum Vehicle Charging Time

The charging stations may be used for a maximum of 4 hours per day. Cars left in the charging station stalls for more than 4-hours cumulatively are subject to citation or towing.

4.5 MOVING IN

Move in hours are from 9am to 5pm Monday through Saturday, excluding major holidays. Please contact the Security Watchman at 808-926-1924 so he/she can pad the elevators for you, arrange special round-about parking for your vehicle and, if deemed necessary by Security, he/she can set the elevator for your exclusive use during your move.

4.6 GROUNDS, MAINTENANCE, AND HOUSEKEEPING

Lili'uokalani Gardens will maintain a staff team sufficient to maintain the beauty, functionality, and safety of the property. The AOAO Lili'uokalani Gardens at Waikiki has a 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 must communicate it through the Manager.

4.7 SECURITY STAFF

At least one Security staff member is on duty at all times. You may contact our Security staff at any time of the day or night at **808-926-1924** or by email at **LiliuokalaniWatchman@gmail.com** or by finding Security staff 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 pertaining to your residency at Lili'uokalani Gardens.

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

4.8 AOAO RESPONSIBILITIES

The AOAO Lili'uokalani Gardens at Waikiki is responsible for the maintenance of common elements, including but not limited to 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 including common plumbing or other elements utilized by two or more apartments.

4.9 INSURANCE ON COMMON ELEMENTS

Lili'uokalani Gardens will maintain insurance on the common elements of the property, but such insurance will have a high deductible, and it usually does not cover improvements or renovations you made to the interior of your unit or your personal belongings. All owners are required to maintain an HO6 insurance policy to cover any damages up to the AOAO master insurance deductible or otherwise fill the gap in the coverage. This is critical to cover property losses to both your unit and protect you with liability coverage on losses that extend to other units from your unit.

SECTION II. HOUSE RULES

1 INTRODUCTION TO HOUSE RULES

All residents and owners are responsible for following House Rules. Owners are obligated to ensure their tenants and guests also follow House Rules. Non-compliance may result in fines, so please read them carefully.

At Lili’uokalani Gardens, the principle is to "Live Aloha." Residents and guests should follow the "Golden Rule": treat *others as you would wish to be treated*.

Lili'uokalani Gardens facilities are for Authorized Residents: resident owners, non-resident owners whose unit is neither rented nor available for rent, and tenants who have registered and submitted their lease to the Manager’s office.

Our House Rules are based on common sense. If you respect and don't harm or disrupt others, you'll likely be following our rules. We have specific guidelines to ensure fairness and harmony in our community. Please familiarize yourself with our House Rules.

Any violation of House Rules by a guest, delivery person, tradesman, contractor, real estate agent, property manager, or other visitor shall be the responsibility of the resident, or owner who invited or engaged that individual. This includes persons hired or contracted to perform services on behalf of the resident or owner.

The Manager and family are accorded the same privileges, rights of use, and responsibilities within the Project as all owners, occupants, tenants, and guests. They are subject to the same regulations governing these parties.

These House Rules are subordinate to the Condominium Declaration and Bylaws of AOAO Lili’uokalani Gardens at Waikiki, as well as any applicable City & County, State, or Federal laws, including Hawaii Revised Statutes Chapter 514B governing condominiums.

Terms mentioned in these House Rules will be defined according to the Bylaws, unless explicitly stated otherwise.

1.1 DEFINITIONS

1.1.1 Authorized Residents

Resident owners, tenants, and non-resident owners whose apartments are vacant and are not rented. Authorized residents must be registered with the Manager's office. Guests of authorized residents and non-resident owners whose apartments are rented are not authorized residents.

1.1.2 Registered Guest

Overnight guests of authorized residents who have been registered with the Liliʻuokalani Gardens Manager's office. Registration shall include the name of the authorized resident, the name of the guest and the duration of the guest stay.

1.1.3 Common Element

Common element means those things designated as common elements in the Declaration including those things described as Limited Common Elements in the Declaration.

1.1.4 Motorized Vehicles:

A vehicle which is self-propelled and capable of transporting a person or persons or any material and licensed for roadway use by the state of Hawaii.

1.2 HOUSE RULES SUMMARY

- Abide by posted signs and TV monitor announcements.
- Register with the Office, or on the website within 48 hours of arrival.
- Quiet Hours are from 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 permitted in units only if smoke doesn't exit your apartment or bother others.
- Guest parking is for guests only. 24-hour overnight parking is for residents and guests.

- No heavy, bulky (e.g., cardboard boxes) or unbagged items may be placed in the trash chutes.
- Items not appropriate for the trash chutes, including empty cardboard boxes (excluding large furniture or appliances), may be placed outside by the dumpster room doors.
- Avoid tracking dirt onto carpets with shoes or rolling devices. Be sure tires are clean before rolling items such as strollers, carts, and bicycles over carpets.
- Schedule a free AC Service every 3 months at: LiliuokalaniGardensWaikiki.com/calendar
- No pets are permitted – All legitimate assistance animals must be registered with the office.
- Children and incapacitated adults shall be supervised, especially in the pool area.
- Always keep your front door closed.
- 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.

1.3 APARTMENT RENTAL

1.3.1 Term

Units may be rented with formal lease agreements of 90 consecutive days or more. *See* LG Condominium Declaration, Section 10 (a). Any attempt to rent a unit at Lili'uokalani Gardens on a short-term basis (i.e., fewer than 90 consecutive days) may result in a fine of up to $250 per night for each night that the unit is rented or offered for rent for fewer than 90 consecutive days. Apartments at Lili'uokalani Gardens may not be rented more frequently than 4 times over a rolling 12-month period.

All rentals of apartments must be reported to the Manager's office. All new residents, including tenants, are required to register with the Manager's office within 48 hours of moving in.

All new tenants shall be familiarized with these House Rules by the Landlord or Property Manager.

1.3.2 Early Lease Termination

Any termination of a lease that results in a tenant living at Lili'uokalani Gardens for fewer than 90 consecutive days must be brought to the attention of the Manager.

1.3.3 Registration

All new residents of Lili'uokalani Gardens, or residents changing apartments, must register with the Manager's office within 48 hours of arrival or change of apartment. Registration may be accomplished via the website (HOME page – green button) or by filling out a registration card at the office.

To register as a tenant at Lili'uokalani Gardens, a copy of the first two pages of the lease must be left on file at the Manager's office.

1.3.4 Representation

Landlords residing outside the State of Hawaii or on neighboring islands are required to appoint a local representative, such as a Property Management company, to assist in managing the unit and to respond to emergencies. The appointed representatives must have access to the unit keys and their contact information shall be submitted to the Manager's Office. **(HRS § 521-43(f))**

1.3.5 Responsibility

Owners are responsible for the actions of their tenants, guests, agents or contractors. Any violations of House Rules that result in fines or repair costs will be the responsibility of the unit owner to pay. Owners or their appointed agents need to ensure that tenants comply with Lili'uokalani Gardens House Rules. Additionally, owners are responsible for the payment of any fees for parking or storage, even if they delegate this responsibility to property managers or tenants. Owners shall also ensure that the Office is notified when their tenants move in or out.

2 USE OF THE PROPERTY

Amenities such as tennis/pickleball courts, BBQs, and the pool pavilion may only be reserved online at LiliuokalaniGardensWaikiki.com/reservations.

2.1 PROHIBITED ACTIVITY IN THE COMMON AREA

2.1.1 General Prohibitions in All Common Areas

- Construction-related activities.
- Use of the stairwells for other than their intended purpose of providing access between floors of a building (e.g., sawing, hammering or painting in the stairwells). No items are allowed to be placed in the

stairwells under any circumstance. Stairwells must remain free and clear of any items in order to be ready for emergency evacuation.

- 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 Manager.
- Uses that are inconsistent with the intended or appropriate use of shared space.
- Making messes including soiling of carpets (including but not limited to animal mess).
- Eating or drinking in the indoor common areas, except for inside the pool pavilion.
- Littering and improper disposal (including but not limited to cigarette butts, animal feces or unwanted pool toys).
- Creating unreasonable levels of noise that bothers others (as determined by Security or management).
- Misuse or damage of AOAO property, including but not limited to picking or cutting of flowers and plants.
- Overt rudeness, obscene language, or use of offensive or threatening language or behavior, directed at others.

2.1.2 Smoking is Prohibited in All Indoor and Outdoor Common Areas of The Project.

2.1.2.1 Smoking Defined

"Smoking" means inhaling, exhaling, burning, holding or carrying any lighted or heated cigarette, cigar, cigarillo, pipe, hookah, or other lighted smoking device for burning or heating tobacco or any other plant product in any manner or in any form. Smoking also includes the use of electronic cigarettes.

"Electronic cigarette" means a device that can be used to deliver aerosolized or vaporized nicotine to an individual inhaling from the device. The term shall include, but is not limited to electronic cigarettes, electronic cigars, electronic cigarillos, electronic pipes, electronic hookahs, and vape pens.

"Plant Product" includes but is not limited to medical marijuana. Smoking marijuana by anyone, including registered medical marijuana users, in common areas is prohibited by the provisions of this Subsection.

2.2 POOL AND SPA

- 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.

2.2.1 Hours

All Lili'uokalani Gardens amenities are open and available for regular use from 8 am to 10 pm each day. Quiet hours are in effect outside of these hours.

2.2.2 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 in the pool area by their Authorized Resident host at all times.

Anyone who doesn't have adequate swimming skills shall be supervised by an individual responsible for their safety when using the pool, and such responsible supervising individuals must be proficient swimmers and adults. Such supervising individual is solely responsible for assessing the swimming competence of the person to be supervised, and the supervising individual must ensure the safety of the person to be supervised. Additionally, young children, especially those under 5, are highly recommended against using the spa due to health and safety considerations. Parents or legal guardians of children who disregard this recommendation assume any and all risks of use by their children for their failure to abide by the AOAO's suggestion and their failure to supervise their own children.

2.2.3 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.

2.2.4 Showering

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

2.2.5 Disallowed items in the pool or pool-deck area

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

Except from 11 am to 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. No personal belongings may be left behind in the pool area after use (e.g., inflatable objects, toys, clothing, etc.). Surfboards and kayaks are prohibited in the pool at all times.

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

No items shall be left at the pool after use (e.g. pool towels, floaties, towels, clothes, etc.).

2.2.6 Disallowed activities in the pool or pool deck area.

No jumping, diving, running, horseplay, splashing, ball throwing or loud and disruptive behavior or language 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 in the pool by any Authorized Resident or their guest. However, Authorized Residents or their guests may RECEIVE 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.

No assistance animals, including service animals, are permitted in the swimming pool or spa. Entry by an animal into the pool or spa will require pool closure and disinfection in accordance with Hawaii Administrative Rules Title 11, Chapter 10. The animal's owner shall be financially responsible for the cost of cleaning and disinfection.

2.3 POOL PAVILLION

2.3.1 Hours

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

2.3.2 Use Fee & Responsibilities

The non-refundable fee for rental of the pavilion is posted on the fee schedule as determined by the Board of Directors 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 damage 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 owner.

2.3.3 Limitations on Use

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

Of those guests invited to the pavilion, only 4 may be inside the fenced pool/spa area at any one time.

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

Loud raucous parties are generally not allowed at the pavilion. Party noise levels shall especially be reduced as the evening progresses. All parties shall end before 9:45pm and adequate prior time should be planned to complete clean up and leave the facility like you found it at 9:45p.m.

2.3.4 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 - 808-926-1924).

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 behind the pavilion and a gas barbecue if desired.

2.3.5 Complimentary Use

Except when the Pavilion is reserved, it will be open from 8:00 am to 4:00 pm daily for complimentary use by individual Authorized Residents engaged in quiet activities such as eating, study, reading, artwork and internet use. Group activities require a reservation.

Users are responsible for ensuring that all rules and guidelines are followed during their use of the facility and that the Pavillion is left in a clean and tidy condition.

2.4 TENNIS AND PICKLEBALL COURTS

2.4.1 Hours

Tennis or pickleball courts are available for use from 8am to 10pm daily.

2.4.2 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.

2.4.3 Limitations on use

If others are waiting for a court, use shall be limited to one hour.

Authorized Residents may not use the tennis courts for commercial purposes. Residents may not give paid tennis or pickleball lessons on the courts. However, residents may receive paid tennis or pickleball lessons on the courts.

Any Authorized Resident suspected of commercial use of the tennis courts (such as giving tennis or pickleball 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, pickleball or related racket 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.

2.4.4 Reservations

Reservations may be made online at LiliuokalaniGardensWaikiki.com/reservations up to one day in advance by any Authorized Resident who is a registered user of the AOAO website.

Only one (1), one-hour reservation is allowed per day per apartment. Additional play is allowed on an unreserved basis provided that it does not conflict with reserved court times.

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

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

2.5 BARBECUES

2.5.1 Reservations

One Barbecue (BBQ) reservation may be made online at LiliuokalaniGardensWaikiki.com/reservations in 1-hour increments for up to 4-hours cumulatively per day per unit. Reservations are not available nor required for the use of our "Grill-and-Go" Gas Grill #4 (on the Ewa side of the gas BBQ area).

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. Repeated failure to appear for reservations without cancelling may result in the revocation of online 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.

2.5.2 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 needing the grill for a prolonged period of time should reserve BBQ #5 rather than use BBQ #4.

2.5.3 BBQ Etiquette

Following use of any grill, the user shall 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.)

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 cooking time (or all the way for a maximum of 60 minutes). 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 808-926-1924. They can provide manual lighters if necessary.

DO NOT LEAVE THE COVER DOWN WITH THE GAS ON WITHOUT THE FIRE IGNITING FOR MORE THAN 10 SECONDS.

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

Spent charcoal may be left in the charcoal BBQs when you are done using the BBQ.

2.6 GARDENS

2.6.1 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 generally allowed as long as they do not bother, inconvenience or unreasonably interfere with the use of the grounds by others or are otherwise expressly prohibited in these House Rules.

2.6.2 Feeding of Fish, Birds or Cats

Feeding of fish, birds or cats on the grounds of Lili'uokalani Gardens is prohibited. Feeding any birds can attract pigeons and chickens that create noise and mess.

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

2.6.3 Picking or Cutting Plants or Fruit

Please do not pick fruit or take cuttings of plants or flowers on the grounds of Lili'uokalani Gardens yourself. 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 with your request.

2.6.4 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. Stepping into the planted areas or trampling plants is not allowed. Children and animals shall be supervised to ensure that they do not damage plants or garden areas.

2.6.5 Private Gardens

Private gardens, located on the Diamond Head side of the King Tower, are available for rent. The private gardens consist of halved wine barrels used as planters. Plants such as trees that would grow to a level beyond the capacity of the wine-barrel planter are prohibited. The roots of such plants can damage the wine barrel. Other potted plants are prohibited. No vines can be planted. Growing of marijuana is prohibited. The hose shall be coiled when you are done with it. Watering pitchers shall be returned to their location by the hose. Any messes shall be cleaned up.

2.7 PRIVACY & ACCESS

2.7.1 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 Lili'uokalani 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 are required to be added to the lease by unit owners and registered with the Manager's office as a resident.

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

2.7.2 Uninvited Guests

Uninvited visitors must contact the resident they are visiting. Residents may opt to come down to meet them in the outer lobby and escort them up the elevators, or not.

Security will allow certain uninvited guests access to the elevators includes government officials (e.g., police, firemen, FBI, child or adult 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.

2.8 LOBBIES & INDOOR COMMON AREAS

2.8.1 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 in the carpeted areas (since they leave tracks). Rolling items such as scooters or bicycles, etc. shall be carried over the carpeted areas or wheel covers shall be used, or wheels wiped clean of dirt before rolling on carpets, except rolling devices for the disabled or elderly.

2.8.2 Responsibility for Cleanliness

Any amount of dirt, grime, food, drink, or other mess of any kind, which is created and 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 cleaning fee in the form of a citation may apply to the responsible unit.

2.9 LAUNDRY FACILITIES

2.9.1 Use Of Laundry Facilities

Laundry facilities (like all amenities) are for the use of Authorized Residents of Lili'uokalani Gardens. Guests of residents may use laundry facilities only if attended by the Authorized Resident.

Clothes must be removed from washers or driers within 15 minutes of the end of the cycle or they are subject to removal by our Security upon the request of those waiting.

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 Security at 808-926-1924 and ask that they remove the clothing from the washer or drier for you. Please do not remove clothing that isn't yours from washers or dryers.

If you notice a defective washer or drier, please let Security or the Manager's office know so that they may arrange for service. If the washers or driers or change machines take your money but fail to function, please contact TW Systems for a refund. Either call 808-585-0700 or email info@TWSystemsHawaii.com.

For maximum convenience, we recommend you download the CLEANPAY app from your app store. This app will tell you what washers or driers are available, when your laundry is done and allow you to pay for the machines with a credit or debit card through the app.

2.10 TRASH CHUTES

Trash chutes are available on each floor for your convenience. The chutes are located inside the trash chute closet near the elevators on each floor. Trash chute use is permitted from 8am to 10pm. Nothing shall be left on the floor of the trash chute room on any floor. Please turn off the light when leaving.

2.10.1 Acceptable Trash for Deposit in the Chutes

Only normal plastic-bagged household trash shall be placed in the trash chutes.

2.10.2 Unacceptable Trash for the Chutes

Trash that shall not be placed in the trash chutes includes but is not limited to:

- 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.
- Recyclable items (glass, aluminum or plastic bottles) should be recycled.
- Construction materials including but not limited to: Paint, lumber, drywall, or any other remodeling or demolition debris, old carpets, flooring, appliances, drapes, windows, etc.
- Items that could reasonably be suspected of damaging the chute or the dumpster at the bottom of the chute, or of clogging the chute or

creating excessive noise, or mess are not suitable for the trash chutes and shall be placed outside by the trash dumpster room at the 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. (>3 ft in any dimension or >9 ft^3) shall not be left by the dumpster room doors but rather shall be hauled away by a trash hauling service or on one of our monthly trash pickups. Contact the office for details.

2.10.3 Hours

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

2.10.4 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.

2.10.5 Bulk Trash Pickup

We offer a once-a-month bulk trash pickup available to the residents of Lili'uokalani Gardens. If you have large bulky items to dispose of, you may place such items outside near the blue recycle bins after 5pm the night before the first Tuesday of each month up until 9am on the first Tuesday of the month. Note that leaving such large bulky items anywhere on the property outside of that narrow time frame is prohibited.

2.11 PARKING GARAGE

2.11.1 Driving

Safe driving on the property is mandatory at all times. The speed limit everywhere at Lili'uokalani Gardens is **5 mph.** Headlights shall 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.

2.11.2 Parking

Cars shall be properly parked so that your vehicle is centered in your designated parking space and positioned so that the vehicle does not protrude beyond the painted lines (or the pillars) into the traffic lane more than 2 feet. Any vehicle protruding more than 24 inches beyond the end of the painted lines into the traffic lane may be cited.

2.11.3 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, the parking of motorcycles, mopeds and bicycles in parking stalls is prohibited. Personal items other than vehicles, bikes, etc. may not be stored in parking stalls.

2.11.4 Prohibited Activities

Parking stalls may not be used for washing your vehicle, if such washing involves any significant amount of water, or performing significant maintenance on your vehicle, or for storing personal items other than bicycles, mopeds, and motorcycles. Minor maintenance tasks may be performed if they do not create bothersome noise or inconvenience others. Such allowed maintenance tasks may include: replacement of battery, addition of fluids (as long as nothing spills on the floor), changing of a tire or other minor repairs or maintenance, oil changes are not permitted, and no oil may be disposed of in the property trash receptacles.

2.11.5 Nuisance Vehicles

Motor vehicles determined to be a nuisance, or hazard shall be removed from the parking structure and the owner of the vehicle will be responsible for any related towing and storage fees.

2.11.6 Prohibited Vehicles

Vehicles that produce unusually high levels of noise, smoke or exhaust are prohibited from entering Lili'uokalani Gardens at the discretion of the Manager.

Vehicles with any part higher than 6 foot 6 inches (6'6") or weighing more than 6,000 pounds are also prohibited in the parking garage. Any damage caused to the parking garage or components of the parking garage by vehicles exceeding these limits will be the responsibility of the apartment owner or the owner whose guest or tenant is operating the vehicle.

2.11.7 Electric Vehicle (EV) Charging Stations

Electric vehicles may be charged at our two charging stations located in stalls 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** or by emailing **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.

2.11.7.1 Maximum Time

The charging stations may be used for a maximum of 4 hours per day. Cars left in the charging station stalls for more than 4-hours cumulatively are subject to citation or towing.

3 USE OF PREMISES

3.1 RESTRICTIONS ON USE

3.1.1 Use of Apartment

Apartments at Lili'uokalani Gardens are intended for living. Use of apartments for the storage of excessive amounts of personal property is prohibited if it is deemed to be a fire hazard, pest hazard or other safety hazard as determined by the Manager. Positioning items in such a way that they are at risk of falling out of an apartment window is not allowed.

3.1.2 Solicitation, Posting of Materials Prohibited

3.1.2.1 Sales or solicitation

No door-to-door sales or solicitations of contributions for charitable, political, or other causes of any nature whatsoever shall be permitted on the premises.

3.1.2.2 Posting Prohibited

Posting of signs, flyers, letters or notices anywhere on the property without the approval of the manager is prohibited.

Exception:

1. Apartment owners may solicit proxies or distribute Association materials on common elements, subject to reasonable rules set by the Board.

3.1.3 Smoking, Smells & Odors

Smoking is permitted in apartments only if smoke is not detectable in the hallway or in other units and is not bothersome to 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.

3.1.4 Dancing or Exercising in your Apartment

If dancing or performing 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 residents beneath you. If you exercise before 8 am you should take special care to avoid making noise that might bother the occupants beneath you.

3.1.5 Bare Concrete Floors

Unfinished, painted, or otherwise coated or polished bare concrete floors are not permitted inside apartments.

3.1.6 Activities that create a hazardous environment

No activities are allowed that create a fire or explosion hazard. Activities that create or give off noxious or offensive odors that can be detected outside the unit are prohibited. Activities that create an unhygienic environment inside the unit that could escape the apartment and affect others is not allowed. Activities or items that create an unreasonably (as determined by the Manager) high risk of flooding are not permitted. Any unusual or extraordinary activity that, in the judgment of the Manager creates a hazard to others, is prohibited. Placing items near open windows where there is a risk of the item falling out is prohibited. Items dropped from windows either intentionally or unintentionally will result in a fine.

3.1.7 Prohibited Activities on the Premises

Nothing shall be allowed, done, or kept in any apartment or common element, which would overload or impair or damage the structural, electrical, or plumbing systems, or their components, or cause any increase in the ordinary premium rates or the cancellation or invalidation of any insurance thereon maintained by or for the Association. No unlawful, noxious, offensive or nuisance-causing activity shall be engaged in on the premises.

3.1.8 Combustible, Hazardous or Toxic Substances

No explosive of any nature whatsoever, including, but not limited to fireworks and black powder, shall be brought onto, stored or used on the premises. No highly combustible or toxic substances, except those which are of such nature and limited quantity as are usual and incidental to the normal operation of the building, private residential occupancy of an apartment or the normal operation of a motor vehicle, shall be brought onto stored or used on the premises.

3.2 RENOVATIONS & CONSTRUCTION

3.2.1 Renovations Requiring Approval

The following types of renovations require the approval of the Manager prior to starting any work:

- 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 or electrical changes other than fixture or appliance replacements.
- Remodeling or removal of kitchen or bathroom cabinets or other demolition activities.
- Changes made to the 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 of >70 dB on both the Impact Insulation Class (IIC) and Sound Transmission Class (STC) ratings.
- 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.
- Changes or additions to outside door hardware.

3.2.2 Renovations Not Requiring Approval

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

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

3.2.3 Obtaining Approval

Applications for Renovations and other information may be downloaded from the website ("Resource Center" then "Renovations and Repairs"). Please send the completed application and required information to LiliuokalaniRM@gmail.com or bring to the Manager's office.

3.3 PERFORMING THE WORK

3.3.1 Security Check-in Required

All contractors shall check in with Security when they arrive on the property to be directed to parking. They shall let Security know where they are working and what type of work will be performed. Proof of licensure and liability insurance before any work is begun may be required.

3.3.2 Use of Elevator

If construction materials or large or bulky items are to be transported using the elevators, contact Security in advance to prepare the elevators with padding and floor mat for its protection. The maximum weight capacity of the building elevators is 3,000 pounds. The maximum capacity of the parking structure elevator is 2,500 pounds.

3.3.3 General Work Rules

Noise producing work may 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 Lili'uokalani Gardens property. No construction or renovation related debris may be deposited in the trash chutes or left anywhere on Lili'uokalani Gardens property.
- Hallway carpets shall be covered to prevent tracking dirt or debris.
- All work must be completed within 30 days unless otherwise approved by the Manager.

3.4 PENTHOUSE LANAIS

Nothing shall be attached to the building by way of bolts, screws, nails, or glue without the approval of the Board of Directors. No structure(s) shall be erected without the approval of the Manager. Nothing shall be placed on the Lanais which may been seen by anyone at ground level either on or outside the property. Owners are responsible to ensure that no items are allowed to blow off the lanai ~~during~~ heavy winds or be knocked off the lanai accidentally.

3.5 APARTMENT FRONT DOORS

3.5.1 Doors must be kept closed

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

3.5.2 Decorations Prohibited

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

3.5.3 Door Hardware

Door hardware cannot be added or altered except as specified in Subsection "Door Hardware." Lockboxes may be attached to doorknobs.

3.5.4 Maintenance

Doors must be maintained and in good repair, free of damage or unsightly marks, dings or scuffs or discoloring due to dryness or wear. The door, door casement, decorative trim and apartment number sign must be maintained in original, as-built condition.

3.6 WINDOWS

3.6.1 Use of Windows

No lights or other signage or decorations may be displayed in the windows of Lili'uokalani 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. 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 when smoking or when listening to music or making other noises that might bother your neighbors.

3.6.2 Window Replacement

If window frames are to be replaced, the work must be performed by a licensed "C22" contractor and be installed in accordance with current building codes. Window frame replacements shall be approved by the Board of Directors. Window glass replacement shall be approved by the Manager.

4 INSTALLATIONS

4.1 WASHERS AND DRYERS

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 or dryer installations must be approved by the Manager. Due to a history showing the high potential of leaks, no portable washing machines or driers shall be used at Lili'uokalani Gardens.

4.2 WATERBEDS

No waterbeds or other ieasily punctured items containing large amounts of water are allowed in Lili'uokalani Gardens.

4.3 HEAVY ITEMS

No unreasonably heavy items that could place undue stress on any part of the building such as the elevators, are allowed in the building. Building elevator maximum weight is 3,000 pounds. Parking structure maximum elevator weight is 2,500 pounds.

4.4 LANAI STRUCTURES AND FURNISHINGS

No structures, fixtures or furnishings 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 cleaning.

For safety reasons, lanai owners are responsible for all items located on their lanais during high winds. Items must not be allowed to blow off of the lanais.

4.5 ANTENNAS

Transmission antennas may not be installed or erected at Lili'uokalani 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 Manager).

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

Antennas that emit high amounts of energy may not be erected at Lili'uokalani Gardens without the approval of the Board of Directors.

4.6 DOOR HARDWARE

Only matching door hardware may be installed. No door hardware that fails to match the original door hardware may be installed. Doorstops, kickplates, and bumpers shall not be installed on the apartment door. Cameras shall not be installed on or adjacent to the apartment door. 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 or lever underneath. Check with the Manager for specific details.

4.7 HARDWOOD, LAMINATE OR VINYL FLOORING

Installation of hard flooring requires Manager approval (see Renovations and Construction). 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) shall be ≥70 dB and the Sound Transmission Class (STC) shall be ≥70 db. (Examples: *Floor Muffler®*, *Hussh®*, *HomeCrafters®* or *Quick-Step RealSound®* available from Home Depot or Lowes)

4.8 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 higher (e.g. *Laticrete 170.5®*, *GenieMat RST05®*, *Whisper Mat CS®*)

4.9 DRAPERIES & WINDOW COVERINGS

All draperies or window coverings used at Lili'uokalani Gardens shall be beige in color and without pattern in order to create a consistent appearance throughout the property. No images, signage or lights may be placed in windows.

4.10 ACCESS TO CRITICAL COMPONENTS MUST BE MAINTAINED

Blocking access to the hot and cold water isolation valves is prohibited. Blocking access to the air conditioners is prohibited.

5 UNIT MAINTENANCE

5.1 MAINTENANCE RESPONSIBILITY

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, 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 between more than two units) will be maintained by the Lili'uokalani Gardens AOAO.

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

5.3 AIR CONDITIONER MAINTENANCE

Clogged air conditioner drains are a major cause of leaks and water damage. Lili'uokalani Gardens provides complimentary quarterly service of air conditioning systems to help prevent leaks, growth of algae, bacteria and mold. AC Service also includes a filter change, new clamps, full vacuuming of your air conditioner and an anti-bacterial treatment for the drain pan.

For complimentary quarterly A/C service, 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. You may also place a standing order for service on the assigned date whether or not you are home provided that we have a key or doorknob or lockbox access code.

For a nominal fee, we also offer air conditioner service on most weekends and weekdays when your floor is not regularly scheduled.

5.4 WATER SHUT DOWN REQUESTS

Domestic water stack shutdowns are available upon request with a minimum of 72hours notice for a fee. Stack shutdowns requests are accommodated Monday through Thursday from 9am to 12pm. Owner’s requesting domestic water stack shutdowns shall have their plumbers contact the office (808-926-3636) to confirm the times, dates and need. Domestic water stack shutdowns are available only for the purposes of replacing isolation valves. If the apartment has working isolation valves, then shutdowns are not needed for routine pluming work. Owners anticipating the replacement of their isolation valves are encouraged to take advantage of scheduled shutdowns that are posted by the elevators at the discretion of the general manager. Shutdown

requests requested within 30 days of a previous shutdown of the same stack are subject to additional shutdown fees.

Chilled water stack shutdown requests for the replacement of chilled water isolation valves at the air conditioner may be made with a 20-day advanced notice. Chilled water stack shutdown requests are accommodated Monday through Thursdays from 8am to 12pm. Owners requesting chilled water stack shutdowns shall have their plumbers or air conditioning service contractors contact the office to confirm the time and date. Owners who have not had their chilled water isolation valves updated are encouraged to take advantage of any opportunities that arise as posted by the elevators at the discretion of the general manager. Chilled water stack shutdown requests are subject to additional shutdown fees which are shared between any owners who arrange chilled water isolation valve replacements during the scheduled shutdown unless offered during preventative maintenance windows posted by the general manager.

5.5 WHEN LEAVING YOUR UNIT UNOCCUPIED

When your unit will be unoccupied for extended periods (such as more than 2 weeks), please take the following actions:

- Turn off all water valves.
- Turn off your air conditioner.
- Make sure the Manager knows how to contact you.
- It is recommended that you leave a key with the Manager, or if you choose not to do so, then the Manager should have the contact information for your local agent who has a key.
- If we need to enter an apartment for emergency reasons and no key is available, we will use the services of a locksmith and bill you for the cost.

6 OWNER RESPONSIBILITIES

6.1 CRITICAL COMPONENT INSPECTIONS (CCI)

Periodic inspections will be arranged by management to ensure 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 and Erie valves, smoke

detectors, toilet seals and other critical components. Such scheduled inspections are mandatory.

6.1.1 Maintenance Following CCI Inspection

Following the inspection, if components are found to be dysfunctional or appear to be dangerously close to the end of their useful life, then it may be determined 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 Manager will send a letter explaining what must be done following any such inspection. All repairs must be made within 30 days of written notice. Maintenance issues that pose a hazard may need to be repaired within a shorter time frame as determined by the Manager.

6.2 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.
  ***Recommendation:** 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 may be helpful.

6.3 INSURANCE

The Lili'uokalani Gardens AOAO 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 or overflowing toilet) you would be responsible for damages up to the AOAO's deductible. It is required that you purchase an HO6 Condominium Owner's Insurance Policy. Check with the office or the Property Manager regarding the AOAO's flood insurance policy deductible.

6.4 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 lines must be approved by the Manager. Downloadable Renovation Applications are available on the website ("RESOURCE CENTER" / "RENOVATIONS & REPAIRS").

Maintenance workers or contractors may 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 shall 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 "Lili'uokalani Gardens AOAO" as an additional insured.

Contractors shall remove all construction debris from the property daily.

6.5 DRAIN CLEARING

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 shall contact the Manager who will make arrangements to resolve any issues in common plumbing. The Lili'uokalani Gardens AOAO is not responsible for the payment of plumbing services ordered by an owner, tenant or property Manager even if the problem is deemed to exist in the common plumbing.

6.6 DAMAGE OR REMOVAL OF AOAO PROPERTY.

Owners are responsible for ensuring that neither they, nor their tenants, guests or contractors damage or remove any AOAO owned property. Any

damage to AOAO 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 Manager.

6.7 SECURITY KEY FOB AND RESPONSIBILITY

All key fobs are programmed to the owner of the unit to which the fob is assigned. Owners are responsible for the actions of any parties in possession of the assigned fob. Any House Rule violations or other misdeeds traceable to a certain fob, will be the responsibility of the apartment owner in whose name the fob is registered. Fobs shall only be given to authorized residents (owners, tenants or other registered residents whom the owner may be allowing access to their apartment). Fobs shall not be provided to friends or contractors or service providers.

Any fobs lost shall be reported to the office so that they may be deactivated.

In the event of the sale of an apartment, the office shall be notified by the seller of the transfer of ownership so that the fobs may be reregistered in the name of the new owner.

No more than six fobs may be registered to any one apartment owner. Fobs are purchased by apartment owners or tenants and are not eligible for refunds.

7 NEIGHBOR RELATIONS

7.1 NOISE

Please respect your neighbor's right to a peaceful environment. Please keep your music or other noise down to a reasonable level that would not be expected to bother your neighbors. Note that Lili'uokalani Gardens Quiet Hours are from 10pm to 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 talking on the phone or any other activities that generate noise are prohibited. During quiet hours, indoor socializing, use of TV sets or music devices shall be kept at very low levels. The Manager or security will determine what volume is considered "appropriate".

If your neighbors complain of noise, our security team will investigate. Repeatedly bothering your neighbors with excessive noise, deemed as unreasonable, may result in a citation.

7.2 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 Manager will determine if the level of odor caused by the activity is reasonable or not. If the Manager decides it is warranted, he may ask residents not to burn certain substances or create offensive odors.

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 such as keeping their front door closed.

Smoking and other odor-creating activities in your unit, is permitted if the smoke or other odor does not enter the hallway or other units where it bothers the 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.

To smoke in your unit without it bothering your neighbors, take the following measures:

- Install a door sweep under the front door and keep the door closed during and after smoking to keep smoke or odors from entering the hallway.
- Keep your windows closed, during and after smoking.
- Ensure that the bathroom exhaust ventilation fan is operating optimally.
- Use one or more HEPA air filters during and after smoking.
- Whether you apply these measures or not, if your smoking bothers your neighbors, you will be asked to stop smoking in your apartment.

7.3 WATER LEAKS

To help avoid the incidence of leaks, please follow the guidelines outlined in Section 8.3 above.

If you are the victim of a leak, please contact the Manager's office as soon as possible (808-926-3636) If there is no answer at the office, please contact Security (808-926-1924). We will do our best to help you minimize the extent of any leak damage.

Leaks from one apartment to another resulting in damage should be handled through the affected apartment owner's H06 insurance carrier.

7.4 COMPLAINTS

If you have a complaint about a neighbor (noise, smoking, etc.) please contact Security (808-926-1924). If you wish to bring up a matter with your neighbor, please do it in a friendly, polite, and non-confrontational way. Threatening, hostile or confrontational language, notes or behavior by residents directed at other residents or staff is not permitted at Lili'uokalani Gardens. The best solution in such cases is to allow the Security staff to handle the matter.

8 PARKING

8.1 RESIDENT PARKING

Resident parking is allowed only in assigned stalls by vehicles registered with the office. Short term loading and unloading is allowed in the roundabout subject to posted signs. Parking stalls will be assigned to owners or tenants. No stall assignment is permanent, and the 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.

Every apartment is guaranteed at least one parking stall. Those wishing to register for the use of a second parking stall should contact the 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. All second stalls assigned to residents are charged a higher rate.

8.2 PARKING GARAGE

8.2.1 Driving on Property

Safe driving on the property is mandatory at all times. The speed limit everywhere at Lili'uokalani Gardens is 5 mph. Headlights shall 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.

8.2.2 Parking in Garage

Care shall be properly parked 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.

8.2.3 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, the parking of motorcycles, mopeds and bicycles in parking stalls is prohibited. Personal items other than vehicles, bikes, etc. may not be stored in parking stalls.

8.2.4 Prohibited Activities

Parking stalls may not be used for washing your vehicle, if such washing involves any significant amount of water, or performing significant maintenance on your vehicle, or for storing personal items other than bicycles, mopeds, and motorcycles. Minor maintenance tasks may be performed if they do not create bothersome noise or inconvenience others. Such allowed maintenance tasks may include replacement of battery, addition of fluids (as long as nothing spills on the floor), changing of a tire or other minor repairs or maintenance, oil changes are not permitted, and no oil may be disposed of in the property trash receptacles.

8.2.5 Nuisance Vehicles

Motor vehicles determined to be a nuisance, or hazard shall be removed from the parking structure and the owner of the vehicle will be responsible for any related towing and storage fees.

8.2.6 Prohibited Vehicles

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

Vehicles with any part higher than 6 foot 6 inches (6’6”) or weighing more than 6,000 pounds are also prohibited in the parking garage. Any damage caused to the parking garage or components of the parking garage by vehicles exceeding these limits will be the responsibility of the apartment owner or the owner whose guest or tenant is operating the vehicle.

8.2.7 Electric Vehicle (EV) Charging Stations

Electric vehicles may be charged at our two charging stations located in stalls 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** or by emailing **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.

8.2.7.1 Maximum Time

The charging stations may be used for a maximum of 4 hours per day. Cars left in the charging station stalls for more than 4-hours cumulatively are subject to citation or towing.

8.3 ASSIGNMENT AND REVOCATION OF PARKING STALLS

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

8.4 PARKING REGISTRATION

All vehicles parked in the Parking Garage must be registered for the stall they occupy. Security shall be informed if another Authorized Resident is using the stall with the permission of the stall assignee. Any unregistered vehicle or vehicle reported as parked in an unauthorized stall is subject to citation or towing.

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

Parking stalls for automobiles, motorcycles or mopeds at Lili'uokalani Gardens are assigned only to owners, authorized property managers and residents of Lili'uokalani Gardens. 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. Anyone using a parking stall at Lili'uokalani Gardens shall maintain active adequate insurance on their vehicle.

8.5 MOPEDS AND MOTORCYCLES

There are nine parking stalls specifically for motorcycles and 17 specifically for mopeds. Use of these stalls requires registration of the motorcycle or moped with the Manager's office and payment of the annual registration fee. Extremely loud motorcycles that bother others or set off car alarms are not allowed in the parking garage.

The 17 moped parking stalls are available outside the bike cage on the Ewa side of the parking garage. Mopeds may not be parked in the bike cage and vehicles other than mopeds cannot be parked in the moped parking area. All mopeds parked in the moped parking area must be registered and bear a sticker for the current year.

8.6 SHORT TERM PARKING

Short term parking at Lili'uokalani 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).

8.6.1 Guest Parking

Guest Parking is for guests visiting residents of Lili'uokalani Gardens only.

Guest parking is available at no charge from 8am to 2am the following day. Vehicles left in Guest Parking from 2am to 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 are 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 upon receipt of the citation. Failure to pay the fine within 72 hours subjects the vehicle to towing or additional fines.

8.6.2 Overnight Parking

Overnight (24-hour) parking may be available to guests and residents. If stalls are available, overnight parking may be arranged through security who can be found in the Security Guard House by the main entrance or by calling 808-926-1924. A white receipt showing the date range paid for must be displayed on the dashboard. Vehicles found in Overnight Parking without a receipt or outside of the date range will be cited.

Overnight/24-hour parking is for 24 hours from the time shown on the white receipt.

8.7 LOADING AND UNLOADING ZONE

Parking is allowed for up to 15 minutes to load or unload items in the roundabout. If special circumstances require additional time (e.g. Moving or unloading many items), check with the security officer to request additional time.

Unauthorized vehicles left in the Loading and Unloading Zone for extended periods (greater than 15 minutes) are subject to citation unless otherwise approved by the security officer on duty. Subsequent violations could result in fines.

8.8 RESIDENT PARKING RESTRICTIONS

Residents may not park in the commercial parking spaces nor in Guest Parking. Resident may not park in stalls not assigned to them without notification of Security staff. Subletting, leasing, renting of parking stalls is prohibited. Violators are subject to the loss of the parking stall.

9 PETS & ASSISTANCE ANIMALS

9.1 PETS PROHIBITED

Lili'uokalani 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, Therapy Animals, and Emotional Support Animals.

Assistance animals are defined to mean animals that work, provide assistance, or perform tasks for the benefit of a person with a disability, or that provide emotional support that alleviate one or more identified effects of a person’s disability.

Service animal is defined in HRS § 347-2.5 as any dog that is individually trained to do work or perform tasks for the benefit of an individual with a disability, including a physical, sensory, psychiatric, intellectual, or other mental disability. The work or tasks performed by a service animal must relate directly to the individual’s disability. Under federal ADA regulations and case law, miniature horses may sometimes be legally recognized as service animals.

9.2 ASSISTANCE ANIMALS

All assistance animal owners shall submit a Reasonable Accommodation Request to the Manager’s office within 48 hours of arriving on the property.

9.2.1

SERVICE ANIMALS: Owners requesting a reasonable accommodation for a service animal shall complete the Reasonable Accommodation Request form attached to Board Policy H.01 as Appendix "C", Confidential Application for Assistance Animal. The form is available on the Association's website, TownSq site, or upon request from the Manager's office.

The reasonable accommodation request can be made verbally by the resident or someone acting on his or her behalf.

9.2.2

OTHER ASSISTANCE ANIMALS: Owners requesting a reasonable accommodation for an assistance animal other than a service animal, can complete the Reasonable Accommodation Request forms attached to Board Policy H.01 as Appendix "C", *Confidential Application for Assistance Animal*, and Appendix "D", *Confidential Disability Certification Letter.* These forms are available on the Association's website, TownSq site, or upon request from the Manager's office.

The reasonable accommodation request can be made verbally by the resident or someone acting on his or her behalf.

9.2.3

Owners requesting a reasonable accommodation for any dog (three months of age or older) or cat (over four months of age) shall provide proof that the animal has had a microchip implanted in accordance with the Revised Ordinances of Honolulu, Chapter 12, Articles 6 and 8. No other form of licensing is required.

Haw. Rev. Stat. §347-2.6 Misrepresentation of a service animal; civil penalty. (a) It shall be unlawful for a person to knowingly misrepresent as a service animal any animal that does not meet the requirements of a service animal as defined in section 347-2.5.

(b) Upon a finding of clear and convincing evidence, a person who violates subsection (a) shall be fined not less than $100 and not more than $250 for the first violation, and not less than $500 for a second violation and each violation thereafter.

(c) Nothing in this section shall preclude any other civil remedies available to a person, entity, or other organization arising from misrepresentation by another person of a service animal. [L 2018, c 217, §2]

9.2.4 Assistance Animal Guidelines

Owners of Assistance or Service Animals living at Lili'uokalani Gardens must:

- Control the animal at all times to ensure the safety of other people or animals;
- 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 microchip;
- Prevent their animals from defecating within the fenced area of the Lili'uokalani 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; and,
- Keep the animal clean and hygienic and free of fleas, smells or other insect infestations or health issues that could affect others.

10 STORAGE

10.1 STORAGE LOCKERS AND CLOSETS

10.1.1 Prohibited Storage

Items prohibited for storage include: Food items unless sealed in rodent and bug proof plastic containers. Items that are leaking or creating a mess. Hazardous materials include, but are not limited to, gasoline, paint thinner, and oil-based paints.

10.1.2 Assignment

Storage spaces are assigned to Authorized Residents and not to apartments. A $50 key deposit will be requested upon rental.

If a tenant moves out or an owner sells his/her unit, any storage space will automatically revert 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.

Storage spaces found empty for more than 30 days may be assumed abandoned and are subject to reassignment by the Manager.

10.1.3 Non-Responsibility

Lili'uokalani 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 or stolen items.

10.2 BICYCLE STORAGE

10.2.1 Assignment

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

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

Tampering with bicycles and surfboards is prohibited.

10.2.2 Non-Responsibility

All registered bike or surfboard owners have access to the bike cage. Lili'uokalani Gardens AOAO makes no guarantees regarding the safety of, nor does it accept liability for, any items stored in the bike cage. No items other than registered bicycles or surfboards may be stored in the bike cage.

10.3 SURFBOARD STORAGE

10.3.1 Assignment

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

A registration sticker for the current year must be placed on the rack (indoor racks) or on the upper padlock (outdoor racks) or the surfboard will be deemed unregistered, and it will be subject to removal and disposal. Even if sharing the same rack, each surfboard stored in the bike cage must be registered. Surfboard registration fees are charged per board not per rack.

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.

10.3.2 Non-Responsibility

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

10.4 LOCKBOX STORAGE

No lockboxes will be allowed anywhere else at Lili'uokalani Gardens except the bars on the bike-cage fence or on the doorknob of your apartment. Lockboxes placed on your personal doorknob need not be registered.

Registered lockboxes may only be placed on the bars attached to the bike-enclosure fence.

The annual registration fee for Lockboxes at Lili'uokalani Gardens will be determined by the Board of Directors. Lockboxes not bearing a registration sticker for the current year are subject to removal and disposal.

11 VIOLATION OF DECLARATION, BY-LAWS OR HOUSE RULES

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

More serious violations typically result in a citation or even a fine for the first infraction at the determination of security staff or the Manager.

CITATIONS WITH FINES There are two fine categories: 1.) Violations which do not pose a threat to people or property, and 2.) Violations that do pose an immediate threat of injury to people or damage to property:

“Violations that pose an immediate threat of injury to persons or damage to property” means: A behavior or action that creates a hazard, perceived hazard or circumstances that create a danger to others or the property, including but not limited to reckless driving or speeding; throwing objects out of windows; assault; verbal assault combined with hostile behavior; animal waste that is not picked up and area not cleaned and sanitized; unhealthy or unhygienic environment within the apartment affecting others including, mold, odors, or vermin; creation of fire hazards; defecation in the pool(s); and negligent exposure of others to disease, such actions may result in a Citation and a fine on the first offense.

11.1 FINES FOR VIOLATIONS

In addition to any other rights and remedies available to the Association in enforcing the provisions of the Association’s Declaration, Bylaws, these House Rules, and Chapter 514B, Hawaii Revised Statutes, the Board, pursuant to Article III, Section 2(u) of the Bylaws, shall have the power and authority to impose fines. Fines shall be imposed in accordance with Board Policy A.04 - *Schedule of Fees and Fines; Appeals.* (Appendix “A”). Fines must be paid to the Association within thirty (30) days of the assessment.

Refer to Board Policy A.04 - *Schedule of Fees and Fines; Appeals,* for the list of fines. Any fine or penalty may be appealed to the Board as provided in Section A.04.5 of the policy.

11.2 RESPONSIBILITY FOR FINES

Fines shall 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).

11.3 PAYMENT OF FINES

Fines may be paid by check presented to the Manager's Office or online via the website under the "PAY BILLS" section. Unpaid fines will be assessed against the owner's Unit.

11.4 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 may 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.

11.5 OVERNIGHT & GUEST PARKING FINES

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

11.6 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 may ask the Manager who is authorized to extend the deadline for payment if he deems it appropriate.

11.7 APPEAL OF FINES

Recipients of fines may appeal their fines to the Manager and, if dissatisfied with his determination, to the Board of Directors ("BOD"), within the first 20 days after receipt of the notice of fine. The appeal (including a statement of the facts by the person fined and the reasons why he/she believes the fine(s) was not justified) shall be made in writing.

The first appeal to the Manager shall be in writing and may be by email or U.S. Mail.

The second appeal to the BOD, if necessary, shall be made in writing and mailed to the property management company by email or U.S. Mail.

The BOD will rule on the matter and notify the appellant of its 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, in its sole discretion.

INDEX

A

AOAO RESPONSIBILITIES 40
- Insurance on Common Elements 40
- Security, Grounds, Maintenance, Housekeeping 40

APARTMENT RENTAL 13
- Early Termination 14
- Registration 14
- Representation 14
- Term 13

Authorized Residents ..... *See* Definitions

B

BARBECUES 20
- BBQ Etiquette 21
- Gas and Go Grill 21
- Reservations 20

C

Common Area ..... *See* DEFINITIONS, Common Element

COMMUNICATIONS 4
- Board of Directors 5
- Lobby Monitors 4
- Office Contacts 5
- Website 4

D

Definitions 12

DEFINITIONS
- Authorizied Residents 12
- Common Element 12
- Motorized Vehicles 12
- Registered Guest 12

DOORS, APARTMENT FRONT 32
- Decorations Prohibited 32
- Door Hardware 32
- Doors Kept Closed 32
- Maintenance 32

E

EMERGENCY EVACUATION PROCEDURES 7
- Familiarize Yourself with Your Floor 7
- Plan Ahead 7
- Unwilling or unable to Evacuate 7

EMPLOYEES, USE OF 7

F

FAIR HOUSING 2

G

GARDENS 21
- Damage 22
- Feeding Fish, Birds or Cats 22
- Picking Plants or Fruit 22
- Private Gardens 22
- Use 21

GENERAL RESIDENT INFORMATION 2

H

HOUSE RULES 11

I

INCLUDED BASIC SERVICES 9
- Air Conditioning 10
- Cable and Internet 9
- Electric Vehicle Charging 10
- Laundry Machines 10
- Parcel Delivery 10
- Parking 10
- Utilities 9

INSTALLATIONS 33
- Access to Critical Components 35
- Antennas 34
- Door Hardware 34
- Draperies and Window Coverings 35
- Heavy Items 34
- Lanai Structures and Furnishings 34

Tile or Stone Flooring 35
Washers and Dryers 33
Water Beds 33
Wood, laminate, Vinyl flooring 35

K

KEYS AND UNIT ACCESS 5
Key Fobs 6

L

LAUNDRY FACILITIES
USE 24
LOBBIES & INDOOR COMMON AREAS 23
Cleanliness 23
Prohibited Activities 23

M

MANAGER'S OFFICE 9
Motorized Vehicles ..... *See* DEFINITIONS
MOVING IN 10

N

NEIGHBOR RELATIONS 41
Complaints 42
Noise 41
Smoking and Other Odors 41
Water Leaks 42
NEW RESIDENT ORIENTATION 2
Name of Project 2
Registration 2
Your Address 2

O

OWNER RESPONSIBILITIES 37
Critical Component Inspections 37
Damage or Removal of AOAO Property 39
Drain Cleaning 39
Hiring Contractors 39
Insurance 38
Key Fob Responsibility 40
Leak Control 38

P

PARKING 42
Assignment and Revocation of Stalls 44
Driving on Property 43
Electric Vehicle Charging 44
Guest Parking 46
Loading and Unloading Zone 46
Mopeds and Motorcycles 45
Nuisance Vehicles 44
Overnight Parking 46
Parking in Garage 43
Parking Registration 45
Prohibited Activities 43
Prohibited Vehicles 44
Resident Parking 42
Resident Parking Restrictions 46
Short Term Parking 45
Use of Parking Garge 43
Use of Parking Stall 43
PARKING GARAGE 26
Driving 26
Electric Vehicle Charging 27
Nuisance Vehicles 27
Parking 26
Prohibited Activities 26
Prohibited Vehicles 27
Use of Stall 26
PAYMENTS FOR SERVICES 3
Early Surrender (Proration) 4
Fees 3
Late Payments 4
Notification to Office 4
Payment Amounts 3
Payment Method 4
Payment Period and Due Dates 3
PENTHOUSE LANAIS 32
PETS & ASSISTANCE ANIMALS 47
Assistance Animals 47
Assistant Animal Guidelines 48
Pets Prohibited 47
REGISTRATION 47
POOL AND SPA 16
Attire 17
Authorized Users 16
Disallowed Activities 17
Disallowed Items 17
Hours 16
Showering 17
POOL PAVILLION 18
Complimentary Use 19
Fees and Responsibilities 18
Hours 18
Limitations on Use 18

Tables and Chairs 18
PRIVACY & ACCESS 22
Invited Guests 22
Uninvited Guests 23
PROHIBITED ACTIVITY IN THE COMMON AREA 15

R

Registered Guest ..... *See* DEFINITIONS
RENOVATIONS & CONSTRUCTION 30
Approval Not Required 31
Approval Required 30
General Work Rules 31
Obtaining Approval 31
Performing The Work 31
Security Check in Required 31
Use of Elevator 31
RESOURCES
Emergencies 8
Security Team 8
Website and Email 8

S

SECURITY STAFF 11
SMOKING PROHIBITED 15
Smoking Defined 15
STORAGE 48
Assignment 48
Bicycle Storage 49
Lockbox Storage 50
Non Responsibility 49
Prohibited Storage 48
Storage Lockers and Closets 48
Surfboard Storage 49
STORAGE OPTIONS 6

T

TENNIS AND PICKLEBALL COURTS 19
Attire 19
Hours 19
Limitations on Use 19
Resrevations 20
TRASH CHUTES 24
Bulk Trash Pickup 26
HOURS 25
Recycling 25

U

UNIT MAINTENANCE 35
Air Conditioner 36
Cleanliness & Hygiene 35
Leaving Unit Unoccupied 37
Maintenance Responsibility 35
Water Shutdown Requests 36
USE OF PREMISES 28
Bare Concrete Floors 29
Combustible, Hazardous, Toxic Substances 29
Exercising in Apartment 28
Hazardous Environment 29
Prohibited Activities 29
Restrictions on Use 28
Smoking, Smells, Odors 28
Solicitation, Posting Materials 28
Use of Apartment 28
USE OF THE PROPERTY 15

V

VIOLATION OF DECLARATION, BY-LAWS OR HOUSE RULES 50
Appeals 52
Overnight and Guest Parking Fines 52
Payment of Fines 52
Responsibility for Fines 51
Time Frame for Cure 52
Time Frame for Payment 52

W

WINDOWS 33
Use of Windows 33