



**The Ala Wai Plaza Skyrise**

**House Rules**

**Management Office: 808-955-7707**

**Security (24hrs): (808) 347-8369**

**Emergency: 911**

**INTRODUCTION**

These building rules apply to all residents, owners, lessees, tenants, guests and vendors. They are established by the Association Board of Directors ("Board") on behalf of the entire Association of Apartment Owners. Each rule is established with the interest of the Association in mind and with the intent that they will be strictly and uniformly enforced. The Board has charged the following people (none of whom is authorized to grant exceptions), to enforce the rules and report all violations to the Board for appropriate action:

The Site Manager ("SM")

The Managing Agent ("MA")

Security Personnel

All persons subject to these rules are encouraged to report violations to the SM or Security on duty. Written reports may be made to the SM or by informal note addressed to the Board via the SM.

All owners and tenants shall be responsible for the conduct of all occupants in their apartments, and all guests, invitees, and persons coming upon and / or using the premises on behalf of or with the permission of said owners and tenants, and shall ensure that such persons shall at all times comply with the provisions of these rules. For violations that may be easily corrected, if the violation continues six (6) months after the notice of violation, this will be considered a new violation, subject to a higher fine. In addition, the Association may take appropriate legal action to enforce compliance with these rules and the costs of such enforcement, including reasonable attorneys' fees incurred by the Association, shall be paid by the owner, such payment to be secured by a lien upon the owner's unit as provided in the By-Laws of the Association.

New owners and tenants are advised that violations are not excused because there is no proof that they were delivered a copy of these rules. New owners and tenants are responsible for obtaining a copy of the current House Rules. If the House Rules cannot be obtained from the previous owner or the tenant's landlord, a copy may be obtained from the SM for a reasonable fee.

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**DEFINITIONS**

RESIDENTS – All persons residing at the Ala Wai Plaza Skyrise (AWPS), including, but not limited to, owners, tenants, lessees and purchasers under Agreement of Sale.

NON-RESIDENT OWNERS – Owners not living at AWPS.

TENANTS – Any persons renting or leasing an apartment from an owner or agent of an owner. All tenants are subject to these rules, the By-Laws and the Declaration of the Association (Declaration).

GUESTS – Persons who are located on the premises for a short period of time at the invitation of a resident or owner.

AGENTS – Any real estate broker, company or individual who is empowered to act on behalf of an individual owner and has provided the Association with written evidence of his authority.

ASSOCIATION OF APARTMENT OWNERS – Hereinafter referred to as the “Association.”

BOARD – The Board of Directors shall mean the Board of Directors of the Association of Apartment Owners of Ala Wai Plaza Skyrise. The Board shall have such powers and duties as are provided for in the Declaration of Condominium Property Regime and By-Laws of the Association of Apartment Owners of Ala Wai Plaza Skyrise and Chapter 514B, Hawaii Revised Statutes, and as said Declaration, By-Laws, and statutes are amended from time to time.

MANAGING AGENT (“MA”) – The management firm whose responsibilities and duties are outlined in the By-Laws.

MANAGER (“SM”) – The Manager (resident, site or general) is an employee of the Association who resides at the project (Resident) or off site (General / Site) who shall have such powers and duties as are delegated to him or her by the Board from time to time. Such powers and duties include, but are not limited to, overseeing the daily on-site operation and management of the project and the enforcement of these rules.

REFERENCES TO GENDER AND USE OF PLURAL AND SINGULAR – The references to any one gender shall include all genders. The use of the singular shall include the plural and the use of the plural shall include the singular.

## **RULES**

### **GENERAL**

1. Each new owner, tenant, lessee or resident is required to notify and register with the SM on the next weekday following his taking ownership or residence. Owners may not rent for a period less than 30 days.
  - a. Without submitting a completed "Resident Registration" form the programming of the resident phone number into the enter-phone system shall not take place.
  - b. No commercial or business activities that violate any zoning of City & County (C&C) ordinance shall be conducted in any apartment.
  - c. The building is primarily operated as a residential apartment building. All persons, whether an owner, resident, tenant, business agent, guest or licensee shall not use the premises for any illegal purpose.
  - d. No apartment owner or resident shall make or permit to be made, any noise or nuisance in the building by self, family, invitees or licensees that will unreasonably annoy or interfere with the rights, comfort, and convenience of other apartment residents.
2. No building construction or renovations to apartments shall be allowed in the building before 8:00am or after 5:00pm Monday through Saturday, except for emergency repairs required to prevent property damages to the individual units, adjacent unit(s) or the common elements. No such work shall be permitted on Sundays or Holidays, except in the case of emergency repairs.
  - a. Quiet hours must prevail between the hours of 9pm and 8am daily. All noise levels must be controlled so as not to interfere with neighboring units.
3. Each apartment owner or resident shall comply with the rules and see that his agents, tenants, lessees, vendors, family and guests comply with these rules.
4. Employees of the Association shall not be directed, or agree, to perform personal services for any owner / resident. Employees shall not be subject to verbal or physical abuse at any time. Matters regarding employee concerns are to be immediately directed to the SM for investigation.
5. No solicitation of goods or services or charitable contributions shall be permitted on the premises by an owner or resident or other persons without the approval of the Board.
6. No owner or agent may place or cause to be placed a "For Sale", "For Rent", or "Open House" sign on any portion of the interior or exterior of the apartment building, parking structure or grounds without the approval of the Board management.
7. The SM shall not retain keys to the apartments without the unit owner / tenant executing the "Authorization to Store Unit Key" form. The storage of such key is only to be used for emergency access during building emergencies whereby immediate access may prevent damages to the unit, adjacent units or the common elements. It shall not be used for the purpose of granting access to vendors, guests or other such parties at the request of the owner or tenant. Each owner / tenant shall be responsible for providing access to any person(s) they desire to access their unit.
8. Shopping carts are provided as a courtesy to residents to ease the transport of items from your vehicle to your unit. Upon conclusion of use they must be promptly returned to the corral located on the ground floor of the garage.
9. The following procedures shall apply to: 1) Access to storage rooms; 2) Distribution of building security keys; 3) Distribution of security gate transmitters and 4) Emergency entry:

## **STORAGE ROOMS**

1. Storage rooms may be opened by a staff member at any time between the hours of 8am and 9pm daily to include weekends and holidays when requested. Only registered residents, giving their name and apartment number, who can be verified and upon signing an access log, will be entitled to storage room access. All items stored in any storage room must be identified with the following: Resident Name, Apartment Number, and Contact Number. The storage rooms are locked by the Association solely for the convenience of the residents and owners. The SM and the Association **CANNOT BE HELD RESPONSIBLE** for any damage or loss to any items stored in the storage rooms.
2. Residents requiring storage room access under this part shall provide the SM with a signed "Waiver of Liability for Storage Room Use" as provided by the SM. ***Please see Addendum A – page 29.***
3. Recognizing that the available storage space is limited, each unit shall have equal access to the storage room based on a square / cubic foot allocation. In the event additional space remains unused, a current user may request additional space recognizing that such space may be reduced when said space is desired by another resident.
4. Household furniture, weighing more than twenty pounds is not permitted in the storage room unless approved by the SM.
5. No storage is permitted less than two feet from the ceiling. This is a Fire Code requirement (section 10.19.3.1 of the 2012 NFPA 1 Fire Code).
6. Private floor residents are not permitted to use utility closets as storage spaces. These areas are designated as common to our utility service providers and may not be used for purposes other than this.
7. From time to time as deemed appropriate, a review of stored items may be conducted whereby each resident shall verify their stored items. Items not verified shall be subject to removal and disposal when left unclaimed, subject to applicable law.
  - a. Residents using the storage room agree to the following conditions:
    - i. I agree that use of the designated storage area(s) is for current residents only. Non-resident owners may request accommodation based on space availability.
    - ii. I understand and agree that the provision of storage space is solely based on space availability and that my request may not be honored when made.
    - iii. I understand and agree that I assume the risk of loss, damage or injury to person or property, including consequential damage, arising out of the use of the storage room. I agree that the Association will not be liable for any claims for such loss, damage or injury resulting from theft, fire, flooding, or any other cause, and by signing below; I release and waive any such claims against the Association.
    - iv. I agree to indemnify, hold harmless, and defend the Association and its Board of Directors, officers, agents and employees against all disputes, demands, claims, liabilities, injuries and damages resulting from or in any way connected to my use of the storage room. Any claim for damages shall be against my personal insurance policy, not the Association's insurance policy.
    - v. I understand and agree that storage of flammable, explosive, chemical or other dangerous and illegal items in the storage area(s) is prohibited and that the Association has the absolute right to require removal of any such items from the storage room.
    - vi. In the event I am required to remove my stored items for the performance of required maintenance I will do so upon notification and without delay.

- vii. In the event I am required to remove a portion of my stored items so that others may be provided use within the prescribed guidelines of the Association House Rules, I will do so upon notification and without delay.
- viii. I understand that access to my stored items shall be obtained by request to Association staff but only between the hours of 8:00 a.m. and 9:00 p.m. daily.
- ix. I understand that upon my departure from the Association as a resident, my items must be removed concurrent with my departure. Items left behind shall be disposed of by the Association in a manner pursuant to Hawaii Revised Statutes Section 514B-139.
- x. I understand that the Association's Board of Directors may alter or amend this agreement at any time as required to ensure full compliance with any legal or insurance guidance that may be provided.
- xi. I understand that the Association's Board of Directors may terminate this agreement upon thirty (30) days' notice, unless I violate the terms of this agreement, in which case the Association's Board of Directors may terminate this agreement immediately.
- xii. I agree to remove all property from the storage area(s) upon termination of this agreement. I understand that if I fail to remove the property within thirty (30) days after termination, those items will be deemed abandoned and handled pursuant to Hawaii Revised Statutes Section 514B-139.

### **BUILDING SECURITY KEYS/FOBS**

The following comprises the controls policy for building security devices (keys, fobs & gate transmitters).

1. Maximum devices issued shall be issued per unit as noted below. Upon written request by the unit owner or contracted agent, additional devices may be approved by the Board.
  - a. 2 bedroom units: 4 fobs / 4 security keys
  - b. 1 bedroom units: 2 fobs / 2 security keys
  - c. Penthouse units: 6 fobs / 6 security keys

Additional quantities may be requested by the unit owner and approved on a case by case basis by the Board.

2. Any issue of devices will be to the unit owner, unless the unit owner, or contracted agent, authorizes the release of the device to the tenant.
3. All records will show the device as being issued to the unit owner, not the tenant. This is to ensure proper control of device issue limits.
  - a. Devices shall be issued at the following costs (not a deposit):
    - i. Security Fob \$100.00
    - ii. Security Key \$75.00
4. Replacement of a device shall be on a "one for one" basis when the device fails. A charge of \$10.00 shall be applied to cover the cost of device.
5. Lost or stolen devices may be replaced on a one for one basis provided the device Serial # can be provided to ensure it is deleted from the system to prevent unauthorized use.
  - a. A tenant may request replacement of a lost device upon received request by the unit owner / agent only.
6. In the event ownership changes, upon registration, the new owner shall confirm all devices were turned over. In the event there are unaccounted devices, they shall be deactivated. The

management office shall issue as many devices necessary to meet the requisite issue limits, at no additional cost.

7. In the event tenancy changes, upon registration, the new tenant / agent, shall confirm all devices were turned over. In the event there are unaccounted devices, they shall be deactivated. The management office shall issue as many devices necessary to meet the requisite issue limits, at the above stated costs, per device.
8. The unit owner is responsible for all devices issued to their unit. Any costs associated with replacement of missing devices shall be the unit owner's responsibility.

*The Board shall review this policy from time to time and amend the policy as needed.*

### **ANNUAL FIRE ALARM/SMOKE ALARM INSPECTIONS**

**Pursuant to paragraph 11.d of the Declaration, the Board or its agent shall have the right to enter into units to conduct the annual fire alarm/smoke alarm inspections. Please see Addendum A – page 30.**

**EMERGENCY ENTRY** – Pursuant to paragraph 25 of the By-Laws – “In case of an emergency no notice need be given and a right of entry shall be deemed to have been given whether the Owner is present at the time or not.”

Furthermore, the violation of any rule shall give the Board or its agent the right to:

1. Enter the apartment in which, or as to which, such violation or breach exists, and to summarily abate and remove, at the expense of the defaulting apartment owner, any structure, thing or condition that may exist therein contrary to the intent and meaning of the provisions hereof; and the Board or its agent shall not thereby be deemed guilty in any manner of trespass, or
2. To enjoin, abate or remedy by appropriate legal proceeding, either at law or in equity the continuance of any such breach; and all costs thereof including attorney's fees, shall be borne by the defaulting owner.
3. Neither the Association, the MA, SM or security are responsible for any personal property or deliveries left in halls, storage lockers, parking lot, garage, lobby, elevator lobbies, at the apartment door or any other place on the premises, to include the overflow parcel storage area located in the mailroom.
  - a. The Association staff may receive deliveries for those residents that have executed the “Authorization to Receive Deliveries” form and maintained in the unit file in the office. The receipt of such delivery shall not in any way place liability for any lost, damaged, misdelivered, or otherwise destroyed delivery on the Association or its staff.
  - b. All storage in storeroom is at the sole risk of the resident. The SM, security, MA and Association are not responsible for and shall not be liable for any loss or damage to stored items regardless of the nature or cause of said damages. No claim against the Association in any fashion may be made for such damages or loss.
    - i. Storage space will be apportioned among apartment residents. The storage space of one floor shall not be used for the storage of items of a resident from another.
    - ii. Available space is very limited, being approx. 10- square feet maximum per unit at most. It is therefore essential that stored items be limited to objects such as boxes, bags, and suitcases. All stored items shall be sealed and labeled with an apartment number, name and contact phone. No large furniture (dining room tables, chairs,

appliances, mattresses, etc.) shall be stored under any circumstances and small pieces must strictly fit within the allocated, shared space. Free access to all areas of the storage rooms must be possible at all times, including times during which the storage rooms have reached their maximum capacity. No storage is permitted less than two feet from the ceiling. This is a Fire Code requirement (section 10.19.3.1 of the 2012 NFPA 1 Fire Code). Items stored in violation of these rules shall be removed after 60 days' notification at the owner's expense, subject to applicable law.

- iii. Private floors maintaining their foyer as a private space are required to ensure that access to all utility space is available at all times. In the event access is required and not available due to the storage of personal items thus blocking access, the Association staff shall move all items to gain necessary access. The Association, its staff or agents shall not be responsible for the return of such items or any damages sustained during the movement of such items.
- iv. If both an owner and resident use storage space, all items must be kept within an area of approx. 10 square feet for a single unit. Articles in the storage room must be removed immediately when an owner or resident vacates his apartment. Any articles left in storage beyond 30 days after the owner or resident vacates the apartment shall be deemed abandoned and shall be removed and disposed of in accordance with Hawaii law. Any costs associated with the removal and disposal of said items shall be at the expense of the owner of the articles or the unit owner as the case may be.
- v. No employee hired or contracted by the Board shall be asked to leave the building premises on any private business of an owner or resident unless authorized by the Board or SM.

## **RENTALS**

1. An owner or agent shall notify the SM at least one week in advance of any rental or lease of his apartment and shall provide the name and duration of any tenant or guest. Owners or agents will ensure and will be responsible for providing their tenants and / or occupants of their apartment with a copy of these rules. Owner or agent must inform the SM of changes in rental status (i.e., new roommate(s), names, phone numbers, etc.).
2. The owner shall be responsible and strictly liable for all acts or omissions of their agent, residents, lessees, renters, guests, or vendors of his apartment.
3. An apartment owner shall have the right to lease or rent his apartment for a period of not less than 30 days provided that he shall notify the SM, in writing, of the tenant(s) name, number of persons, contact phone, etc., via completion of the Association Resident Registration form.

## **COMMON AREAS**

- 1) The public stairways, walks and passageways shall not be obstructed or used for the purposes other than pedestrian ingress and egress.
- 2) Motorized vehicles are not permitted in the elevators, except motorized wheelchairs or similar devices used by persons with disabilities.
- 3) No one is permitted to loiter or play in the corridors, lobbies, stairways, elevators, parking areas, or other non-recreational common areas.
- 4) All fire doors must remain closed at all times.



- 5) Unauthorized tampering with the Fire Fighting Equipment, Fire Alarms, Fire Doors, or the Fire Sprinkler System is prohibited. Any person so tampering with such devices shall be subject to criminal prosecution and shall be liable for all damages caused by such tampering. In addition, an immediate fine may be imposed for each violation and the Association may seek the eviction of the persons responsible if they are tenants.
- 6) Residents shall not use on the premises, or bring on the premises, any hazardous fluids, including but not limited to gasoline, kerosene, naphtha, benzene, explosives, or other such articles deemed especially hazardous to persons or property, except for minor quantities necessary for the modification, repair and maintenance of the apartment.
  - a) Persons requiring oxygen (or other such flammable gasses) for health reasons, and the subsequent use and delivery of oxygen containers (cylinders), are to notify the SM so that the information may be documented as part of the overall Association Safety Plan.
- 7) Signs, symbols, or lettering may not be inscribed, placed, or exposed on any window, door, or parking stall except as approved by the Board.
- 8) Electrical and plumbing apparatus, such as toilets, drains, and garbage disposals, shall be used only for the purposes for which they are intended. No cooking oils, sweepings, hair, rubbish, rugs, or other foreign substances shall be placed into the plumbing apparatus. Any damage or obstruction to the electrical or plumbing apparatus resulting from the violation of this rule, shall be the responsibility of the person who caused it.
- 9) Eating, drinking, and smoking are prohibited in the elevators.
  - a) Smoking is prohibited in all common areas of the Association at all times.
- 10) **MOVE-IN AND MOVE-OUT PROCEDURES:** The Association strictly enforces rules that govern moving any large items in or out of the building. The rules are intentionally strict because there is a move-in/out of the building nearly every day, causing considerable disruptive traffic. Additionally, there are many deliveries of furniture, appliances and other large packages. All of this traffic must pass through the main front entrance and passenger elevators. Without strict control, it is an unfair disturbance to residents who are entitled to convenient and unobstructed passage.
  - a) Advance Notice - An owner or resident shall notify the SM or security the day before they plan to move in / out or to receive or return heavy or bulky items. Advance notice is required to ensure there is no conflict with another person who may be moving at that time and, if necessary, so that pads can be placed in the service elevator (#3) and it can be locked for exclusive use, and so that the double doors to the front driveway can be unlocked and parking set aside to keep the main driveway free, as it is a police-enforced fire lane.
  - b) During a move or delivery vendors / residents may not uncrate boxes in the main lobby of the floor foyer areas. All such work must be done within the unit or prior to the move of the item into the building. If done by the vehicle, such effort must not impede vehicle traffic.
  - c) Hours – Moves and deliveries are authorized between the hours of 8am and 4pm daily, Monday through Saturday only (The SM may allow exceptions based on a case by case review of a received request). No deliveries, move ins/outs will be allowed on Sundays or federal holidays or days when elevator usage is limited due to power outages or service disruptions. Residents shall be solely responsible for advising their move / delivery companies of such hours.
    - i) Bulky Item Pick Up – Items such as appliances or furniture may not be left for pick up by the pump room without prior approval of the SM.
  - d) Water beds are not permitted, except when approved in writing by the Board. The Board may, but is not obligated to, grant permission for waterbeds that are specially constructed for high-rise condominium use and are relatively lightweight. In any case, the owner and / or resident shall be

responsible and liable for any water damage or other loss, damage, or injury caused by the waterbed, whether approved by the Board or not.

- i) Permission to install and use a certain waterbed may not be transferred to any other waterbed in the same or another apartment or to the same or another owner / resident.
- e) No radio or TV antenna shall be erected or maintained outside the physical confines on an apartment except those erected by the Association or otherwise approved by the Board.
- f) Any damage to the apartment building, grounds, flooring, walls, trim, finish, tile, carpeting, stairs, or other portion of the project will be the full responsibility of the person causing such damage. Any damage caused by cleaning, chemicals, or other materials used in the repair or attempt to repair such damage is also the full responsibility of such person, who shall pay the full cost of repair, removal and / or replacement of such damage.
- g) Each apartment resident who installs drapes or other window coverings must have such lined with a light shade solid color material so that when viewed from the outside, the exterior of the building will present a uniform appearance. Tinted glass windows must have prior Board approval in writing. Any work commenced without Board approval will be required to remove all work until such time as the Board can review the request and provide approval, if granted.
- h) No lanai enclosure shall be installed and no awnings, air conditioning units or other projections may be installed without the prior written approval of the Board. Any such work commenced before receiving such approval may be required to be removed in its entirety until such approval is provided, if at all.

#### 11) **AIR CONDITIONERS**

- a) **Air conditioners installed to unit lanais and building walls shall be installed by a professionally licensed contractor.** Detailed plans of the make, model, specifications, etc. need to be submitted to the SM for review and approval by the Association's Board.
  - i) Any installation of any device projecting out of any window or building must be installed in accordance with the manufacturers' specifications and in compliance with all pertinent House Rules. Window units and split system units must not protrude higher than the level of the top part of the lanai railing.
  - ii) All window systems are subject to periodic maintenance inspections. Any window unit not installed properly will require immediate correction. If maintenance is required to correct the problem, the owner of the unit will be charged the Association billable rate plus a \$100 fine. In the event the Association is unable to perform the repairs a licensed contractor will be obtained to perform the required work with all associated costs assessed to the unit, to include, if necessary, access via a locksmith. Note: The fine is \$100 for an incorrectly installed system, and the fine will be levied for each month the situation remains unresolved.
  - iii) Any air conditioning units must be installed so that no water will drip onto another unit lanai or the ground below. Owners whose ac systems drip water will be issued a warning. A second offense will result in a formal violation notice and a third, and subsequent offenses will result in fines in accordance with these rules.

***Please see Addendum A, pages 22 & 23, for the Air Conditioning and Split-Air Conditioning forms.***

#### 12) **LANAI ENCLOSURES & WINDOWS** – The requirements for requesting lanai enclosures are as follows: **Lanai Enclosures & Window Replacement**

- a) Submit to the Board the plans and specifications for the lanai enclosure with a certificate from a registered architect or professional engineer indicating that the lanai enclosure shown on the plans and specifications will not adversely affect the soundness or safety of the property, interfere with,

damage and / or impair the structural integrity of the building, place undue stress on the building or otherwise affect the building.

- i) Lanai enclosures must be aesthetically pleasing and uniform in appearance as shown in accordance with the drawings accepted by the Board.
- ii) Provide proof of compliance with all applicable building codes, zoning ordinances and applicable laws.
  - (1) Obtain a building permit from the City & County.
  - (2) Obtain and provide proof of a 100% performance and materialman's bond to ensure that work will be completed and that it will be free and clear of material man's and mechanics' liens.
  - (3) Use the services of a licensed contractor to ensure that the work is performed in a good and workmanlike manner.
  - (4) Sign a recordable instrument whereby the owner agrees, among other things, 1) to be responsible for the lanai enclosure, 2) to construct the lanai enclosure in accordance with the plans and specifications approved by the Board, 3) to repair and maintain the lanai enclosure at their sole cost and expense, 4) to be responsible for any damages to any common element or apartment, including their own, caused by the lanai enclosure, 5) to indemnify and defend the Board and Association in the event the lanai enclosure causes damage to the common elements or other apartments or any other claims asserted that are related to the lanai enclosure, 6) to remove the lanai enclosure in the event that the owner fails to comply with the terms of the instruments and / or in the event that the removal of the enclosure is necessary to enable the Association to repair and / or maintain the common elements and 7) to pay all attorney's fees and costs incurred in the preparation, recording and / or enforcement of the agreement.
    - (a) Reimburse the Association for all attorney's fees, architects' fees and other costs attendant to the Board approval process.

### Windows

- b) No textile items, including clothes, shall be hung from the lanai railings for any purpose whatsoever. Clothing or laundry shall not be hung in the doorways or windows in such manner as to be in view of persons outside of the unit / building or from an apartment above, below or either side.
- c) Only furniture and potted plants appropriate to lanais may be used thereon. Storage containers may not be higher than the top of the lanai railing. Screens and other articles that, in the opinion of the Board / SM are unsightly shall be removed from the lanai upon written request.
- d) Nothing shall be left standing on the top of the lanai railings.
- e) The watering of plants and the sweeping / mopping of lanais and adjacent areas shall be accomplished in a manner that will not create a nuisance to persons on the grounds of the premises or lanais below. Containers shall be placed under all pots to avoid the dripping of water therefrom. Care will be taken when scrubbing lanais to prevent any fluid from running down the exterior of the building.
- f) Nothing shall be thrown from any lanai, walkway or window. An immediate fine may be imposed for throwing objects from upper floors and the Association may seek the eviction of the persons responsible if they are tenants.

- g) Cigarettes and other smoking materials shall not be extinguished or discarded in parking areas, corridors, elevators, stairways, sidewalks, grounds or other common areas, nor shall cigarettes or other items be thrown from any walkway, window or lanai of an apartment.
- h) No items of personal property shall be left or allowed to stand in any part of the hallways, stairs, lobbies, elevators, or parking area.
- i) Sitting or hanging over the lanai or corridor railings is prohibited.
- j) The feeding of birds, other than caged pets, in any apartment, lanai, walkway or common area is prohibited. Additionally, the feeding of feral cats on any common area is likewise prohibited.
- k) Hibachis and barbecues (other than electric grills) are prohibited from use on lanais, walkways, etc. due to the potential hazard to our building. Barbecuing is allowed in the rear lawn area. Because of the risk of fire, an immediate fine may be imposed for barbecuing on lanais, walkways, or other parts of the building, and the Association may seek the eviction of the persons responsible if they are tenants.
- l) Lanais must be kept clean at all times, which includes: jalousie windows and sliding doors. Kitchen jalousie windows must also be kept clean and in good repair. Broken and/or missing windows, screens, etc., must be repaired / replaced upon written notice by the Board / SM. Any apartment that fails to keep their windows clean, after having been advised in writing to do so, shall have the work coordinated and performed by a vendor authorized to do so, by the SM. The owner of said windows shall reimburse the Association for all costs associated with the cleaning.

***Please see Addendum A on pages 24 & 25 for the Lanai Enclosure and Window Replacement form.***

#### **VENDORS & CONTRACTORS; CONSTRUCTION**

1. **Vendor Performance Policy:** The unit owner is fully responsible for all actions of the vendor, to include all violations or fines that may result from their efforts.
  - a. The vendor must provide a copy of their license and certificate of insurance, naming AWPS as an additional insured, before work may commence in any unit.
  - b. The vendor must provide a copy of the work schedule and update as changes arise.
  - c. The vendor shall also provide a list of all persons that will be present on site, sub-contractors included.
2. The unit owner will ensure that the vendor has been fully apprised of all applicable AWPS rules and coordinate an introduction to Association management before work commences.
  - a. Common rules most often violated: Noise levels beyond prescribed working hours / days, smoking in common areas, storage of materials in corridors, failure to clean up, access without proper authorization.
3. The unit owner / vendor will ensure that elevator reservations are made in advance to ensure availability. The use of any other elevator for the purpose of moving materials, equipment, etc. is strictly prohibited.
4. Vendors agree to the cleaning of all areas in which they may dirty, to include parking areas, lobby entry and foyer, elevators, corridors, etc.
5. Vendors are not to store or otherwise allow materials to be kept in any common element other than what is necessary to the loading / unloading of vehicles or immediate transport to the unit in which they are working.
6. Vendors are to coordinate all entry into the building directly with the unit owner. AWPS staff shall not provide entry to any persons not on site for specific AWPS tasks.

- a. Vendor personnel shall not gain entry other than legitimate means – not tailgate or otherwise follow persons granted proper entry into the building.
7. **Remodeling:**
- a. No plastic wiring (Romex: yellow, white, or orange) is allowed unless it is inside MC cable jacket, or ridged conduit. The same goes with the plastic boxes, they should all be metal or fire rated boxes in the walls.
- b. A certification of completion for all plumbing or electric work is required if more than \$1,000 of work.
8. **Fire Rated Shaft Assembly: AWPS has six defined vertical shafts. These shafts are the common element and are not available for individual owner use. The shafts require a two-hour fire rating for the safety of all residents of the building.** These shafts are in the one-bedroom units, between the shared dining room walls of the 06-07, 04-05, and 02-03 units and between the shared dining room wall and storage room of the 01 unit. For these two-story units, the shafts continue through the shared shower walls of the respective units previously mentioned.
- a. For the 00, two-bedroom units, there are two shafts; one is located between the common area hallway and the master bathroom, and the other is located between the second bathroom and the kitchen wall.
- b. IMPORTANT! Owners performing construction and renovation in the unit shall not open these shafts as this is a common element of the Association. Unit owners are subject to a fine of \$20,000.00 and the cost of repair.**
- c. Penthouse owners performing renovations are required to use a licensed design professional to determine shaft locations and notate on renovation drawings.
- i. Unit owners shall agree to abide by all prescribed and provided specifications regarding fire protection ratings and the Association governing documents as received by the Association Management office. Owners are fully responsible for any/all damages that may occur to my unit or the common elements because of the installation. In the event common element repairs are required because of the renovation, the owner shall agree to bear all associated costs with said repairs, to include removal and reinstallation of the unit's fire rated assembly if deemed necessary.
- ii. Before closure of the wall, the owner shall agree to a final inspection by the Association General Manager.

***Please see Addendum A, pages 26-28, for the Contractors & Vendors Policy and Fire Rated Assembly for PH Units forms.***

#### **RESIDENT PARKING & GUEST PARKING**

1. In the event an owner or resident fails to remove any item or debris from his parking stall after having been advised in writing to remove the same, the SM will have said items or debris removed and the owner of said stall shall reimburse the Association for all cost of such removal. Notice to clean one's parking stall will be given.
2. No repair to vehicles shall be permitted on the premises, with the exception of minor emergency repairs required to transport the vehicle to an off-site location for any additionally required repairs. Repairs are extensive if they: (a) could result in spillage of oil; (b) involve the removal of significant

- equipment from the vehicle; (c) involve excessive noise; or (d) take more than one hour to complete. No painting (full, spot or other) of vehicles shall be permitted on the premises.
3. Parking areas may not be used for any recreation purposes, including, but not limited to, bicycle riding, skateboarding, roller skating, ball playing, etc.
  4. No personal property such as boats, trailers, lumber, crates, furniture, or any other items shall be stored within the assigned stall or garage area.
    - a. Motorcycles may be parked in such stall at the resident's sole risk. Motorcycles, when parked in a stall with another vehicle must be fully parked within the delineated markings of the stall.
    - b. Bicycles are required to park only in designated bicycle parking areas provided on each level.
    - c. All two wheeled vehicles are required to be registered with the management office.
    - d. All two wheeled vehicles must be maintained in good and usable manner. Tires must remain inflated and vehicles not allowed to present an abandoned appearance. As deemed necessary by the Board / SM, a purge of abandoned two wheeled vehicles parked in the bicycle parking areas may occur, subject to applicable law. Advance notice will be provided on all bulletin board locations prior to such an event. Vehicles identified as abandoned will be tagged, and photographed for identification purposes, for removal at a time appointed.
  5. Parking stalls are for authorized vehicles only. Owners, residents and tenants shall not use any parking stall other than those assigned to their apartment unless they have the permission of the owner(s), resident, or tenant(s) of the apartment(s) to which the stall is assigned. Guests may not park in any stalls assigned to an apartment without the permission of the owner, resident, or tenant of the apartment to which the stall is assigned. In the event that a vehicle is parked in a parking stall without the permission of the owner, resident or tenant to which the stall is assigned, said owner, resident, tenant of said apartment may request the vehicle be towed from the stall using the contracted towing company service provider. No vehicle may be towed from an assigned parking stall without said owner, resident, or tenant executing the authorization to tow document provided by the towing company. The Association staff may not authorize the removal of any vehicle from any assigned stall without Board / SM approval.
  6. Residents or guests must not allow their cars to protrude beyond the parking stalls or block any entrance or exit to the driveway or parking garage thoroughfare.
  7. The "Guest Parking" area is for guests only. Resident vehicles found parking in this area will be towed away at the vehicle owner's expense without advance notice. Regular guest parking is in front of the building and in the ground floor parking stalls, numbers 31, 32, 33, 34 and 35.
    - a. Stalls numbers 27, 28, 29 and 30 in the garage are for the sole use of guests and residents who reserve them and are available for overnight parking by guests (must be removed by 12 noon), provided that only one stall per apartment may be reserved for overnight parking for a maximum of three consecutive nights. No resident shall be entitled to more than six overnight guest parking privileges per month. Reservations may be made only by residents and parked vehicles must be logged in in accordance with the guest log sign in requirements as well as with the SM / security. All guests using a guest parking stall must register their motor vehicles at the guest parking log in the first-floor lobby.
  8. All automobile license numbers must be registered with the SM as part of the resident registration requirement. Updates are to be recorded as quickly as possible when such information changes.
    - a. Upon registration, the resident will receive a decal. Decals shall be placed on the front and back windshield in the bottom corner. The decals are in place to identify authorized vehicles of Ala Wai Plaza Skyrise. Unauthorized vehicles in the parking structure may be stopped, cited, or towed.

9. Violation notices will be provided as part of the citation process. A cited vehicle may be towed in accordance with these rules.
10. No car shall be left unattended at the lobby entrance, in the entry driveways, or in any other area designated as a no-parking zone.
11. Vehicles shall be centered in parking spaces to prevent crowding of adjacent spaces and / or blocking of passages. Only one vehicle is permitted to park in a guest stall.
12. Violators of these parking regulations shall have their cars towed away at their expense. If the violator is a lessee, renter or guest of any owner, the vehicle owner shall be jointly and severally responsible for payment of the towing and storage of the vehicle removed.
13. Nothing other than fully roadworthy and "street legal" motor vehicles with a current State of Hawaii safety inspection decal, registration decal and license plate from the State of Hawaii or another state shall be placed in parking stalls. Non-operational vehicles, that in the opinion of the Board / SM are derelict, constitute a hazard and / or eye sore, detracting from the general appearance of the building, will be towed from the premises and stored at the apartment owner's expense. A written notice of intent to tow will be placed on the vehicle, giving a seven-day notice by the SM.
14. Owners are prohibited from renting assigned parking stalls to non-residents of AWPS. Owners renting their stalls to AWPS residents must provide a copy of the rental agreement to SM.
15. **Wash Station:** AWPS permits the washing of motor vehicles and smaller personal items in the designated wash station, located at the ground-level parking entry. This station is meant for water hose use and cleaning purposes only. Efforts to perform additional car care (such as waxing, vacuuming, etc.) must be completed in the assigned stall.
  - a. Prescribed usage is from 7:00 am to 7:00 pm daily, unless the area is inaccessible due to maintenance.
    - i. AWPS owners, tenants, and staff are permitted to use the wash station.
    - ii. Users are encouraged to limit their use to one hour.
    - iii. One vehicle shall be parked in the cleaning station at a time.
  - b. A key to both the hose bib and sprayer will be available via the AWPS team during operational hours and must be signed for.
    - i. For access afterhours, residents shall call security.
  - c. Upon completion, residents must rinse the area down to remove any chemicals from the asphalt that may create damages. The key must be returned immediately to the AWPS team.
    - i. The loss of keys may result in the cost of a replacement which may be charged back to the unit owner.
  - d. If at any time it is required to discontinue the provision of the vehicle wash station, the Board shall provide advance notice to residents via posted notification in a conspicuous location.

### **REFUSE**

1. All garbage must be wrapped or bagged before being deposited into the trash chute or the containers in the trash room.
2. No garbage, or bulky cardboard containers or any other object that would tend to hinder the easy fall of trash through the chute shall be inserted therein.
3. No flammable materials shall be deposited into the trash chute.
4. Do not leave large items in the trash room on the residential floors. Bulky items must be taken away by the residents or stored inside apartments until the evening before the pickup date

scheduled by the City and County. An immediate fine of \$250 may be imposed for each occurrence of bulky items that are left outside when no collection is scheduled.

### **SWIMMING POOL**

1. Swimming is permitted during the hours of 8am and 11pm daily. The Board / SM reserves the right to close the pool for required maintenance from time to time and with advance notice provided except when an emergency arises requiring the immediate closure of the pool for safety or health reasons.
2. Residents and guests use the swimming pool at their own risk. Access to the pool is to be gained only by use of a resident's pool key.
3. Residents must accompany their guest(s) when using the pool.
4. For the purpose of protecting their health, safety, and welfare, non-swimmers / weak swimmers, while in the pool, should be accompanied by a responsible swimmer.
5. The number of guests in the pool enclosure is limited to six at a time per apartment. Prior permission from the SM is required for the entertaining of more than six guests.
6. Swimming / sun bathing is not allowed in other than proper swimming apparel. Hairpins, bobby pins, hair rollers or any other such item that can clog the filtration system or mar the pool finish must be removed before entering the pool.
7. All persons entering the pool are required to shower before entering.
8. After using the pool, and before entering the lobby / elevators, users must thoroughly dry themselves first.
9. Running, pushing, shoving or horseplay of any kind is not allowed in or around the pool. Jumping into the pool from any part of the building, walls, or railings surrounding the pool is not permitted.
10. Boisterous and / or loud conduct in the pool area is prohibited. Persons using a radio or other music listening device must do so with earphones / ear buds only.
11. Pets are not allowed in the pool area. The Board will, upon request, allow an assistance animal in the pool area if this is required for a disabled person to enjoy the pool area, provided that the assistance animal must remain under control at all times and the animal does not enter the pool water.
12. Towels, mats, caps, trash and other personal belongings shall be removed from the pool area upon conclusion of use.
13. No resident or guest shall tamper in any manner with any portion of the swimming pool, lighting system or other electrical or plumbing apparatus in or around the pool area.
14. Beverages must be contained in a non-glass / unbreakable container when consumed on the pool deck.
15. Food and beverages are not permitted in the pool at any time.
16. All Dept. of Health requirements governing public pool shall be strictly observed.
17. All persons known to be or suspected of being afflicted with an infectious disease, suffering from a cough, cold, sores, or wearing bandages, shall be excluded from bathing in the swimming pool.
18. The following requirements of the Hawaii Department of Health will be strictly enforced (Section 11-10-22(2) and (3) of the Hawaii Administrative Rules):
  - i. Any person having an infectious or communicable disease shall be excluded from the public swimming pool. Persons having any open blisters, cuts, etc., shall be warned that these are likely to become infected and advised not to use the pool.



- ii. Spitting, spouting of water, and blowing the nose in the public swimming pool shall be strictly prohibited.

### **PETS**

1. The only pets allowed at Ala Wai Plaza Skyrise are cats, caged birds, and fish.
2. Other animals will be permitted only if they meet the definition of "Assistance Animals" (see below).
3. Not more than two animals may be kept in any apartment except that such limitation shall not apply to fish. Aquariums in apartments shall not be larger than or hold more water than 15 gallons.
4. At no time shall any animal be allowed to run unfettered within the common areas.
5. Pets shall not be kept, bred or used for any commercial purpose.
6. No pets belonging to visitors shall be allowed on the premises.
7. Pet owners shall be responsible for cleaning up after and properly disposing of pet rubbish.
  - a. Cat litter must be bagged and tied before disposal into the trash chute.
8. Pet owners, to include both residents and guests, shall indemnify the Association and hold it harmless against any loss or liability of any kind arising from their pet(s) at all times when on property. Pet owners are urged to purchase liability insurance to cover any injury, damage, or other loss that may be caused by their pet(s).
9. Any pet that is deemed a nuisance or causes unreasonable disturbance to any occupant or damage(s) to the building and / or grounds shall be removed from the premises by the owner promptly upon written request by the Board or MA.

### **ASSISTANCE ANIMALS**

1. An assistance animal is an animal that provides assistance to a disabled person. Any person with a disability who needs a dog or other animal not permitted at Ala Wai Plaza Skyrise may request a reasonable accommodation.
2. Any owner or tenant requiring an assistance animal must submit their request for formal review to and approval by the Association's Board.
  - a. A properly submitted request by an owner / tenant must include the following:
    - i. A letter from the disabled person's treating health care professional, mental health professional, or social worker verifying the disability and that the animal is needed to alleviate one or more symptoms of the person's disability (no verification is required if both the disability and the need for the animal are obvious).
    - ii. A photograph of the animal attached to the resident registration form.
  - b. Owners / Tenants authorized to have an assistance animal shall abide by the following rules as permitted by law:
    - i. Dogs must be licensed, if required by the City and County ordinance.
    - ii. Except with the express permission of the Board, the animal must be on a short leash or harness, in a cage or carrier, or carried by someone who can control the animal at all times when on the common elements (including without limitation the elevators, corridors, garage, exterior walkways and parking areas).
    - iii. In the event the animal owner's disability prevents leash control, the owner must be fully able to control the animal by voice control, signals or other means.
    - iv. The animal owner is responsible for all animal waste clean-up and disposal.

- v. The animal owner shall be fully responsible for all damages the animal may create.
- vi. An assistance animal must be contained within the unit when not in transit through the common elements. It may not be permitted to remain on any lanai unattended.
- vii. An animal owner whose animal creates / poses a threat to residents, staff, vendors and guests may be subject to citation and as determined by the Association's Board, removed from the property if the animal owner takes no effective action to control the animal so that the threat is mitigated or eliminated.
- viii. Any animal that bites another resident, employee, vendor or guest must be removed from the property immediately.
- ix. Any animal that creates an unsanitary condition (fleas, ticks, odors, etc.) either within the owner's unit or the common areas shall be subject to citation. Failure to immediately resolve the noted condition may result in Association action to remedy, to include the required removal of the animal. All costs for such remedy shall be the animal owner's responsibility.

### **ENFORCEMENT**

1. The SM and / or the MA or any other person duly authorized by the Board is empowered to enforce the above rules. Violations may result in corrective action being taken by the Board.
2. Written notices of violation may be issued to residents who commit or are responsible for the commission of violations of these rules. Prior to the issuance of a written violations, oral warnings / courtesy notices, may, but are not required to, be given to the offender.
3. Apartment owners and their rental agents should be sent copies of all written notices of violation issued to their tenants, provided current address of such owners and agents have been provided to the SM / MA.
4. All owners and tenants shall be responsible for the conduct of all occupants in their apartments, and all guests, invitees, and persons coming upon / and / or using the premises on behalf of or with the permission of said owners and tenants, all shall ensure that such persons shall at all times comply with the provisions of these rules. Owners are subject to fines in amounts as outlined in these rules commencing on the 1<sup>st</sup> day after receiving notice that fines have been authorized. In addition, the Association may take appropriate legal action to enforce such compliance with the rules and the costs of such enforcement, including reasonable attorneys' fees incurred by the Association, shall be paid by the owner, such payment to be secured by a lien upon the owner's unit as provided in the By-Laws of the Association.
  - a. **Except as otherwise provided in the House Rules, citations and fines shall be issued and imposed as follows:**
    - 1<sup>st</sup> Fine: \$25.00 for any violation incurring a fine.
    - 2<sup>nd</sup> Fine: Failure to comply within seven days = \$50.
    - 3<sup>rd</sup> Fine: Failure to comply within seven days and every three days thereafter = \$100.
  - i. A violation that continues six (6) months after the notice of violation shall be considered a new violation and subject to the higher fine for a subsequent violation.
  - ii. ***The Board reserves the right to immediately enjoin, abate, or remedy by appropriate legal proceedings, any violation of the House Rules that may impair or in any way affect the value or safety of the project or the use, enjoyment, safety or health of any apartment occupant.***

- iii. Any citation or fine may be appealed to the Board by mailing or delivering written notice of appeal to the Board or the SM within thirty (30) days of the date of a citation or fine. The notice of appeal must contain a copy of the citation, a statement of the facts of the offense, the reason for appeal, the names and addresses of any witnesses, and copies of any proposed exhibits. The owner, tenant, or other offender may appear at a Board meeting to provide additional information or the Board may ask the person to appear. The Board may reduce, suspend, or cancel any citation or fine after consideration of the appeal.
- iv. Failure of the owner or violator to appeal within thirty (30) days of receipt of the citation shall result in the automatic imposition of the sanction or fine, if any, in the amount proposed in the citation and shall constitute a waiver of the right to a hearing and a loss of the right to contest the decision of the Board.
- b. Should a tenant become a repeat offender of these rules, the owner / agent may be requested to evict the offending party. In the case of an owner occupant, the matter will be referred to the Board for disposition, including the institution of legal action for damages or injunctive relief or both.

### **BOARD APPROVAL & AMENDMENTS**

1. The foregoing rules were approved and adopted by the Board on September 8, 2022, and shall be effective on **April 1, 2023**.
2. In case of dispute over the meaning or intent of any terms herein, the decision of the Board shall be determinative.
3. These rules are subordinate to the Condominium Property Act (Chapter 514B of the Hawaii Revised Statutes), the Declaration, and the By-Laws. In the event of any conflict between these rules and the statute or the governing documents, the following shall control, in this order: (1) the Condominium Property Act, (2) the Declaration, and (3) the By-Laws.
4. The Board reserves the right to modify and / or amend, from time to time, these rules pursuant to the By-Laws.

### **NON-DISCRIMINATION POLICY**

1. Pursuant to HRS Chapter 515, Title VIII of the Civil Rights Acts of 1968 as amended by the Fair Housing Amendments of 1988, and our non-discrimination policy, the Association of Apartment Owners of Ala Wai Plaza Skyrise and its Board do not discriminate on the basis of race, sex (including gender identity or expression and sexual orientation), color, religion, marital status, familial status, ancestry, disability, age or HIV (human immunodeficiency virus infection) in housing or real estate transactions. It is our policy to extend to all individuals the full and equal enjoyment of the advantages, facilities, privileges and services consistent with HRS Chapter 515 and the Federal Fair Housing Act.
2. When providing services and facilities or enforcing the rules at the project, the Association will not allow discrimination, except as permitted by law. In particular, the Association will not treat any person unequally:
  - a. In granting or withholding any approval or consent required under the Association's rules.
  - b. In enforcing requirements of the Association rules about occupancy restrictions or use of the recreational facilities which might unlawfully restrict families with children.
  - c. In connection with requests of disabled occupants or visitors of the project to have guide dogs, signal dogs, or other animals required because of the occupant's or visitor's disability; except that if the animals become a nuisance to others they will not be permitted at the

- project and will have to be removed.
- d. In processing requests of disabled occupants to: (i) make reasonable modifications to an apartment or the common areas at their own expense; and (ii) have reasonable exemptions from requirements of the Association rules, to enable those occupants to have full use and enjoyment of the project.
  - e. The Board will suspend any requirement of the Association rules which, if enforced, could result in unlawful discrimination. If, however, a resident of the project or a visitor is requesting: an animal; modifications to an apartment or the project; or an exemption from the rules because of a disability, the Association may require written confirmation of the disability from a physician or other qualified person, including a statement from the physician or other qualified person as to the reasonable accommodation which is being requested. Please contact the SM if you have any questions.

### **POLICY AGAINST HARASSMENT**

1. The Association seeks to promote reasonable use and enjoyment of the building without discrimination or harassment because of one's race, sex (including gender identity or expression), sexual orientation, color, religion, marital status, familial status, ancestry, disability, age, HIV infection, national origin, or handicapped status, or any other grounds protected under state and federal fair housing laws, regulations, and/or applicable executive orders.
2. Any incident of discrimination or harassment should be reported to the SM or any officer of the Association. The Association will make every effort to promptly investigate any allegations of discrimination or harassment in as confidential a manner as possible and to take appropriate corrective action if warranted.
3. A person should call the police if the person fears for his or her safety. The person may also seek a Temporary Restraining Order ("TRO") with the appropriate court. After the TRO has been obtained, the person can call the police if the harassing conduct happens again.
4. One aspect of our policy requires particular clarification: our prohibition against any form of sexual harassment. We have listed below examples of conduct that are prohibited as well as outlined procedures for addressing any complaints of sexual harassment that may arise.
  - a. Sexual harassment may include unwelcome sexual advances, requests for sexual favors, and any other verbal, visual or physical conduct of a sexual nature. Sexual harassment also may include unwelcome sexual flirtations or propositions, verbal abuse of a sexual nature, subtle pressure or requests for sexual activities, unnecessary touching of an individual, graphic or verbal commentaries about an individual's body, sexually degrading words used to describe an individual, a display of sexually suggestive objects or pictures in the work place, sexually explicit or offensive jokes, or physical assault.
  - b. Any resident or employee who feels a target of sexual harassment, including but not limited to any of the conduct listed above, by an Association employee, vendor, or director should bring the matter to the immediate attention of the SM or an Officer of the Board. As an alternative, the resident may contact any other member of the Board. Every effort will be made to promptly investigate all allegations of harassment in as confidential a manner as possible and take appropriate corrective action if warranted.
  - c. The Association and its Board expressly prohibit and do not condone any form of retaliation against any individual who has complained of harassment, cooperated with the investigation of a complaint, or acted as a witness during the investigation of a complaint.

## **ADDENDUM A**

The following forms are in correlation to the House Rules listed above.





**Split AC Agreement**

This form is to be used by owners & tenants (with owner approval) for requesting and obtaining approval to install a split AC system for their unit. All requirements must be met. The failure to meet any of the listed requirements may result in the directive to remove and return to original condition, or remove pending Management and / or Board response, which may include fines or fees as deemed necessary.

I, \_\_\_\_\_, Owner / Tenant of (circle one, if tenant, written approval from owner or owner’s agent must also be provided) Unit # \_\_\_\_\_ hereby agree to the provided guidelines for the purposes of installing a split AC for my unit:

1. I will provide,
  - a. Unit: \_\_\_\_\_
  - b. Name: \_\_\_\_\_
  - c. Vendor Name and ID Number: \_\_\_\_\_
  - d. Equipment Installed: \_\_\_\_\_
  - e. AC location:    Living Room            Bedroom #1            Bedroom #2 (if applicable)
2. I agree to abide by all prescribed and provided specifications regarding Split AC and the Association governing documents as received by the Association Management office.
3. I agree to be fully responsible for any / all damages that may occur to my unit or the common elements because of the Split AC installment.
4. In the event common element repairs are required because of my split AC installment, I agree to bear all associated costs with said repairs, to include returning the lanai to original condition if deemed necessary.
5. Upon completion of the split AC installment, I agree to a final inspection by the Association General Manager.

Inspection Completed On: \_\_\_\_\_

GM Signature: \_\_\_\_\_

Signed: \_\_\_\_\_ Date: \_\_\_\_\_

Cc:     Unit File

Association Board of Directors



**Lanai Enclosure Design Agreement**

This form is to be used by owners & tenants (with owner approval) for requesting and obtaining approval to enclose a lanai for their unit. All requirements must be met. The failure to meet any of the listed requirements may result in the directive to remove and return to original condition, or remove pending Management and / or Board response, which may include fines or fees as deemed necessary.

I, \_\_\_\_\_, Owner / Tenant of (circle one, if tenant, written approval from owner or owner’s agent must also be provided) Unit # \_\_\_\_\_ hereby agree to the provided guidelines for the purposes of enclosing a lanai for my unit:

1. Enclosure location:    Living Room    Bedroom #1    Bedroom #2 (if applicable)
2. I agree to abide by all prescribed and provided specifications regarding lanai enclosure and the Association governing documents as received by the Association Management office.
3. I agree to be fully responsible for any / all damages that may occur to my unit or the common elements because of the enclosure.
4. In the event common element repairs are required because of my enclosure I agree to bear all associated costs with said repairs, to include returning the lanai to original condition if deemed necessary.
5. Upon completion of the enclosure I agree to a final inspection by the Association General Manager.

Inspection Completed On: \_\_\_\_\_ GM Signature: \_\_\_\_\_

Signed: \_\_\_\_\_ Date: \_\_\_\_\_

Cc:    Unit File

Association Board of Directors





**Window Replacement Design Agreement**

This form is to be used by owners & tenants (with owner approval) for requesting and obtaining approval to replace a window system in their unit. All requirements must be met. The failure to meet any of the listed requirements may result in the directive to remove and reinstall, or remove pending Management and / or Board response, which may include fines or fees as deemed necessary.

I, \_\_\_\_\_, Owner / Tenant of (circle one, if tenant, written approval from owner or owner’s agent must also be provided) Unit # \_\_\_\_\_ hereby agree to the provided guidelines for the purposes of replacing a window system in my unit:

1. Installation location: Living Room Kitchen Bedroom #1 Bedroom #2 (if applicable)
2. I agree to abide by all prescribed and provided specifications regarding window replacement and the Association governing documents as received by the Association Management office.
3. I agree to be fully responsible for any / all damages that may occur to my unit or the common elements because of the installation.
4. In the event common element repairs are required because of my window installation I agree to bear all associated costs with said repairs, to include removal and reinstallation of my windows if deemed necessary.
5. Upon completion of installation I agree to a final inspection by the Association General Manager.

Inspection Completed On: \_\_\_\_\_ GM Signature: \_\_\_\_\_

Signed: \_\_\_\_\_ Date: \_\_\_\_\_

Cc: Unit File

Association Board of Directors



### Contractors & Vendors Performance Policy

1. The unit owner is fully responsible for all actions of the vendor, to include all violations or fines that may result from their efforts.
2. The vendor must provide a copy of their license and certificate of insurance, naming AWPS as an additional insured, before work may commence in any unit.
3. The vendor must provide a copy of the work schedule and update as changes arise.
  - a. The vendor shall also provide a list of all persons that will be present on site, sub-contractors included.
  - b. The vendor shall check in with the AWPS or security upon arrival.
4. The vendor must provide a point of contact to management.
5. The unit owner will ensure that the vendor has been fully apprised of all applicable AWPS rules and coordinate an introduction to Association management before work commences.
  - a. Common rules most often violated:
    - i. Noise levels beyond prescribed working hours/days (Mon-Sat 8:00am-5:00pm, Sundays & Holiday excluded).
    - ii. Smoking in common areas.
    - iii. No storage of materials in corridors.
    - iv. Failure to clean up.
    - v. Access without proper authorization.
6. **The vendor shall not open the fire rated shafts for renovation purposes. AWPS has six defined vertical shafts. These shafts are part of the common elements and are not available for individual owner use.** The shafts require a two-hour fire rating for the safety of all residents of the building. These shafts are in the one-bedroom units, between the shared dining room walls of the 06-07, 04-05, and 02-03 units and between the shared dining room wall and storage room of the 01 unit. For these two-story units, the shafts continue through the shared shower walls of the respective units previously mentioned. For the 00, two-bedroom units, there are two shafts; one is located between the common area hallway and the master bathroom, and the other is located between the second bathroom and the kitchen wall.
  - a. **Owners performing construction and renovation in the unit shall not open these shafts as this is a common element of the Association. Unit owners are subject to a fine of \$20,000.00 and the cost of repair.**
  - b. Penthouse owners performing renovations are required to use a licensed design professional to determine shaft locations and notate on renovation drawings.
    - i. Before closure of the wall, the owner shall agree to a final inspection by the Association General Manager.
  - c. Unit owners shall agree to abide by all prescribed and provided specifications regarding fire protection ratings and the Association governing documents as received by the Association Management office. Owners are fully responsible for any/all damages that may occur to my unit or the common elements because of the installation. In the event common element repairs are required because of the renovation, the owner shall agree to bear all associated costs with said repairs, to include removal and reinstallation of the unit's fire rated assembly if deemed necessary.
7. The vendor will not use plastic wiring (Romex: yellow, white, or orange) unless it is inside MC cable jacket, or ridged conduit. The same goes with the plastic boxes, they should all be metal or fire rated boxes in the walls.

- 8. The unit owner/vendor will ensure that elevator reservations are made in advance to ensure availability. The use of any other elevator for the purpose of moving materials, equipment, etc. is strictly prohibited.
- 9. Vendors agree to the cleaning of all areas in which they may dirty, to include parking areas, lobby entry and foyer, elevators, corridors, etc.
- 10. Vendors are not to store or otherwise allow materials to be kept in any common element other than what is necessary to the loading/unloading of vehicles or immediate transport to the unit in which they are working.
- 11. Vendors are to coordinate all entry into the building directly with the unit owner. AWPS staff shall not provide entry to any persons not on site for specific AWPS tasks.
  - a. Vendor personnel shall not gain entry other than legitimate means – not tailgate or otherwise follow persons granted proper entry into the building.

Disclaimer: The Association is not reviewing project documents for code-compliance. Code compliance is solely the responsibility of the authority having jurisdiction.

**To Be Completed by the Contractor**

Contractor: \_\_\_\_\_ Contact: \_\_\_\_\_

Contractor’s License #: \_\_\_\_\_

Contractor’s Permit #: \_\_\_\_\_

Sub-Contractor(s): \_\_\_\_\_

Please provide a copy of your license and certificate of insurance, naming AWPS as an additional insured.

Check all that apply.

- Structural
- HVAC
- Electrical
- Plumbing
- Asbestos Removal
- Contracted work exceeds \$1,000.00

Contractor to describe scoped work: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Work Schedule (permitted working hours are Mon-Sat, 8:00am-5:00pm):

\_\_\_\_\_  
\_\_\_\_\_

**Contractor to Sign**

On behalf of Unit # \_\_\_\_\_, I, \_\_\_\_\_, hereby acknowledge receipt of the Contractor & Vendor Performance policy and agree that I, and all persons working for and with my company, shall abide at all times during the performance of our contractual obligations.

Signed: \_\_\_\_\_ Date: \_\_\_\_\_



**Architect for Fire Rated Assembly in PH Units**

This form shall be used by owners & tenants (with owner approval) of the Pent House units with the intention of opening walls within the unit for renovation. The unit must use a licensed architect to ensure that all fire rated assemblies within the unit walls meet the current Building Codes and Standards for the Residential High Rise Condominiums. The failure to meet any of the listed requirements may result in the directive to remove and reinstall, or remove pending Management and /or Board response, which may include fines or fees as deemed necessary.

I, \_\_\_\_\_, Owner / Tenant of (circle one, if tenant, written approval from owner or owner's agent must also be provided) of Unit # \_\_\_\_\_ hereby agree to the provided guidelines for the purposes of replacing a window system in my unit:

1. I will present to the board for approval,
  - a. Name: \_\_\_\_\_
  - b. Unit #: \_\_\_\_\_
  - c. Architect Name and License: \_\_\_\_\_
  - d. Drawing(s) of the wall assembly.
2. I agree to abide by all prescribed and provided specifications regarding fire protection ratings and the Association governing documents as received by the Association Management office.
3. I agree to be fully responsible for any/all damages that may occur to my unit or the common elements because of the installation.
4. In the event common element repairs are required because of me renovation, I agree to bear all associated costs with said repairs, to include removal and reinstallation of my windows if deemed necessary.
5. Before closure of the wall, I agree to a final inspection by the Association General Manager.

Inspection Completed On: \_\_\_\_\_ GM Signature: \_\_\_\_\_

Signed: \_\_\_\_\_ Date: \_\_\_\_\_

Cc: Unit File

Association Board of Directors

# *Ma Wai* SKYRISE

## Waiver of Liability for Storage Room Use

I, \_\_\_\_\_, resident of Unit #: \_\_\_\_\_  
do hereby agree to the following agreement for the purposes of storing personal items in Association provided storage:

- I agree that use of the designated storage area(s) is for current residents only. Non-resident owners may request accommodation based on space availability. **(Initial)** \_\_\_\_\_
- I understand and agree that the provision of storage space is solely based on space availability and that my request may not be honored when made. **(Initial)** \_\_\_\_\_
- I understand and agree that I assume the risk of loss, damage or injury to person or property, including consequential damage, arising out of the use of the storage room. I agree that the Association will not be liable for any claims for such loss, damage or injury resulting from theft, fire, flooding, or any other cause, and by signing below, I release and waive any such claims against the Association. **(Initial)** \_\_\_\_\_
- I agree to indemnify, hold harmless, and defend the Association and its Board of Directors, officers, agents and employees against all disputes, demands, claims, liabilities, injuries and damages resulting from or in any way connected to my use of the storage room. Any claim for damages shall be against my personal insurance policy, not the Association's insurance policy. **(Initial)** \_\_\_\_\_
- I understand and agree that storage of flammable, explosive, chemical or other dangerous and illegal items in the storage area(s) is prohibited and that the Association has the absolute right to require removal of any such items from the storage room. **(Initial)** \_\_\_\_\_
- In the event I am required to remove my stored items for the performance of required maintenance I will do so upon notification and without delay. **(Initial)** \_\_\_\_\_
- In the event I am required to remove a portion of my stored items so that others may be provided use within the prescribed guidelines of the Association House Rules, I will do so upon notification and without delay. **(Initial)** \_\_\_\_\_
- I understand that access to my stored items shall be obtained by request to Association staff but only between the hours of 8:00 a.m. and 8:00 p.m. daily. **(Initial)** \_\_\_\_\_
- I understand that upon my departure from the Association as a resident, my items must be removed concurrent with my departure. Items left behind shall be disposed of by the Association in a manner pursuant to Hawaii Revised Statutes Section 514B-139. **(Initial)** \_\_\_\_\_
- I understand that the Association's Board of Directors may alter or amend this agreement at any time as required to ensure full compliance with any legal or insurance guidance that may be provided. **(Initial)** \_\_\_\_\_
- I understand that the Association's Board of Directors may terminate this agreement upon thirty (30) days' notice, unless I violate the terms of this agreement, in which case the Association's Board of Directors may terminate this agreement immediately. **(Initial)** \_\_\_\_\_
- I agree to remove all property from the storage area(s) upon termination of this agreement. I understand that if I fail to remove the property within thirty (30) days after termination, those items will be deemed abandoned and handled pursuant to Hawaii Revised Statutes Section 514B-139. **(Initial)** \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Unit

\_\_\_\_\_  
Date

***A copy of this document will be placed in the unit file maintained in the Association management office.***



February, 2023

**Re: Life Safety Evaluation (LSE), Annual Smoke Alarm Inspection**

Dear Owners and Residents,

In 2022, a majority of owners at Ala Wai Plaza Skyrise voted to opt out of the City and County ordinance requiring that existing high-rises install automatic sprinkler systems. The decision to opt out will only be effective if we achieve and maintain an acceptable score on our building fire and life safety evaluation (LSE). The LSE included several measures we must adopt to achieve and maintain an acceptable score.

Under the LSE, Ala Wai Plaza Skyrise must implement an annual inspection of all dwelling units to ensure that every unit has a **smoke alarm in each hallway near bedrooms**. **Please ensure your alarms are installed in the correct location(s) and are in working condition.**

Ala Wai Plaza Skyrise management will conduct the smoke alarm inspection on **February 28<sup>th</sup> – March 1<sup>st</sup>, 2023** between **9:00 am-4:00 pm**. We will begin our inspection from the Penthouse Units and work our way down. Below are the scheduled inspection dates according to your floor. Please ensure that there will be unit access on the day of inspection.

**Floors PH-19:            Tuesday, February 28, 2023**  
**Floors 18-1:             Wednesday, March 1, 2023**

Thank you in advance for your cooperation.

Sincerely,

Tyra Wallrabenstein  
General Manager, Ala Wai Plaza Skyrise