

ALA WAI MANOR
620 McCULLY STREET
HONOLULU, HAWAII 96826

HOUSE RULES

Revised: November 2012

The following are the House Rules for the Ala Wai Manor condominium project (the "Project"). The primary purpose of these House Rules is to protect all occupants from annoyance and nuisance caused by improper use of the Project premises, and also to preserve the value, reputation and desirability of the Project. These House Rules are for your benefit, so you should abide by them.

The Office Manager is authorized to enforce these House Rules, with the aid and assistance of the Managing Agent and/or the Board of Directors when necessary or appropriate. All owners, occupants, tenants and their guests shall be bound by these House Rules and by standards of reasonable conduct, whether or not covered herein.

The House Rules supplement but do not change the obligations of the apartment owners and all occupants, tenants, and their guests as set forth in the Declaration of Submission of Sublease to Horizontal Property Regime (the "Declaration") and the By-Laws of the Association of Apartment Owners (the "By-Laws").

The House Rules may be amended by the Board of Directors as provided in the By-Laws.

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HOUSE RULES

I. OCCUPANCY

1. Use of Apartments

An apartment shall be used only as a residence and shall not be used for business or other purposes. Owners, occupants and tenants are responsible for guests and all occupants of their apartment in regard to compliance with these House Rules, the Declaration, and the By-Laws.

2. Registration

Each new occupant, either owner or tenant, must fill out a registration card. The required information includes: names of all persons who will occupy the apartment, emergency phone numbers, make of car, license number, pet registration and bicycle registration, if any, (and for tenants, the rental agent's name, address, and phone number), and shall sign an agreement to abide by the House Rules.

Initially, two (2) security fobs for the entrance lobby and pool area are issued to each apartment owner. Two additional fobs are available for each apartment for a \$25.00 refundable deposit per fob. Renters shall return security fobs to their landlords for a refund of said deposit. No more than four (4) fobs will be issued to any apartment without written permission from the Board of Directors. Renters must have written authorization from the owner to receive additional fobs.

No apartment shall be rented or subletted for less than ninety (90) days.

Any owner making their apartment available for the use of friends or relatives for more than 24 hours must notify the Manager of names and addresses of all persons who will occupy the apartment, the dates of occupancy, and that no compensation of any kind is being received.

II. CONDUCT OF OCCUPANTS

The registered occupant (lessee, tenant or owner) is responsible for the conduct of all guests and other persons using the property. If the responsible person is unable to control the conduct of occupants and/or guests to conform with these House Rules, the Declaration, or the By-Laws, the owner shall, upon receipt of a written request from the Board of Directors or the Managing Agent, immediately remove such lessees, tenant or guests from the premises, without compensation for lost rent or other damage resulting therefrom.

1. Unoccupied Apartments

Owners and agents for owners should notify the Manager when an apartment is unoccupied, and again when re-occupied, for their own protection in case of an emergency.

2. Moving or Delivery of Large Items

Advance notice must be given to the Manager when household goods or large items of furniture are to be moved so the elevator can be protected by pads and proper scheduling be maintained.

Moving hours into or out of the building must be arranged with the Manager. No moving on Sundays or holidays. If the Manager must remain on duty after his/her regular working hours to protect the common elements, the apartment owner will be billed for such overtime work.

3. Window Tint and Drapes

It is intended that the exterior of the building shall present a uniform appearance. Only window tinting of the silver reflective type will be permitted. Window coverings, drapes, and linings for windows facing the Ala Wai Canal shall be white or off-white color. No awnings or shades may be placed on the lanais.

4. Use of Lanais

* Items of any kind (towels, clothing, mops, etc.) may not be hung to dry or air out on lanai railings, at windows or anywhere else as to be visible to the outside of the building.

** Containers must be placed under all potted plants to prevent surplus water from dripping onto other lanais or on the common elements. Empty plant containers shall not be kept on lanais. The use of carpet/tiles of any kind on the lanais is prohibited.

If it is determined, by professionals that spalling has resulted by disregard for any of the above restrictions, all cost for repair to the lanai will be the responsibility of the unit OWNER, as outlined in our owners documents.

* Lanais are not to be used for storage purposes and any unsightly or disturbing items shall be promptly removed upon the request of the Board of Directors or Manager. Care should be taken in sweeping or mopping to avoid dirt falling on lanais below. No dust mops, rugs, blankets or other items may be shaken from the lanais.

Seasonal Lights. Colored lights may be displayed for one week before and one week after any holiday, with the exception of Christmas, which can be celebrated from the day after Thanksgiving to January 15. Clear lights may be displayed the entire year.

A securely attached American flag of reasonable size may be displayed at any time.

5. Throwing Objects from the Building

- *** Nothing shall be thrown or propelled from lanais, walkways or landings. Cigarettes, matches and fireworks are a fire hazard. Other objects could cause injury to persons below.

6. Wild Birds

- ** Wild birds should not be fed or allowed to nest on lanais or elsewhere. They soil the area and are infested with lice and may be a health hazard.

7. Cooking

- *** All cooking and use of any barbecue, hibachi, gas cookers or stoves, is prohibited on the lanais, walkways, apartments, and in all common areas.

8. Skate board, Roller Blade, Scooter & Recreational Sports.

- * Skateboard, roller blade, scooter and recreational sports are prohibited in any of the common areas or parking lot. Recreational sports, such as ball playing, frisbee, etc., may not be played in the common areas or parking lot. Skateboard, roller blades, scooters and recreational equipment must be carried while in the building.

III. PARKING

1. Access

- *** Entrance to and exit from the parking lot must be in accordance with the arrows on the pavement.

2. Resident Parking

Parking is permitted for residents only, within their assigned stalls. Residents are required to center their vehicles an equal distance from their parking borders. Four wheels only are permitted within each stall. This can be 1 car or 2 motorcycles/mopeds. No chains may be attached to any posts or fences to secure 2 wheeled vehicles.

Vehicles may be backed into covered stalls but owners will be responsible for cleaning any soot on the walls caused by their vehicle's exhaust. The owner will be billed for repainting walls stained due to improper parking.

There is no guest or public parking on the premises and the occupants should so advise their guests.

The Manager is not responsible for removing illegally parked cars from parking stalls, and will not arrange parking for guests or tradesmen called for individual apartments.

3. Washing Cars

Cars may be washed using your own hose (hose will not be provided and may not be left in the area) in the area behind the bike racks. Water conservation is encouraged and all steps should be taken to avoid spraying cars parked in the surrounding stalls. All other faucets are for the use of the Manager/Cleaning Personnel only.

4. Oversized Vehicles

Boats, trailers, or heavy oversized commercial vehicles may not be parked in the parking lot.

5. Repairs

- ** Painting and extensive repairs of motor vehicles, except minor emergency repairs (e.g., change flat tire, dead battery, etc.), is not permitted.

6. Storage

Storage of property in the assigned parking stalls is not permitted. Bicycles and mopeds may be parked in the assigned area, at the owner's risk, and must have a registration sticker. Motorcycles may park in this area as space permits. Fees may be assessed for such parking as the Board of Directors deems necessary.

7. Restricted Area

- * The parking areas may not be used for any recreation, including but not limited to, bicycle riding, ball playing, roller skating, skate boards or cooking.

8. Cleaning Stalls

Occupants must keep their parking stalls free from oil and grease. If not cleaned within a reasonable time after delivery of a written notice, the Resident Manager will have the stall cleaned and the occupant or owner will be billed for the cost.

9. Noise

Motor vehicles that create loud noise or offensive emission may not be operated on the premises.

10. Liability

The vehicle's owner assumes all liability for fire, theft, or damage to his vehicle while it is parked on the property.

11. Use of Cones

Residents may use cones provided by the AOA to prevent outsiders parking in their stalls. They may be placed at the owner's discretion and may not be moved by others.

IV. SWIMMING POOL

1. General

- a. THERE IS NO LIFEGUARD ON DUTY AT THE POOL. ALL PERSONS WHO USE THE POOL AND POOL AREA DO SO AT THEIR OWN RISK, AND SHALL FOR ALL PURPOSES BE DEEMED TO HAVE ASSUMED ALL RISK OF INJURY TO PERSON OR PROPERTY.
- b. There are no specific age restrictions upon children's unsupervised use of the pool and pool area. However, parents and/or guardians are responsible for the safety and conduct of their children and are expected to utilize reasonable judgment in determining whether their children may safely utilize the pool and pool area without adult supervision.
- c. Use of the pool and pool area is only permitted between the hours of 9:00 a.m. and 8:00 p.m. The occupants' building security fob is required for entrance into and exit from the swimming pool area.
- d. The pool is for the exclusive use of the residents and their guests. Guests are limited to two per apartment.
- e. The Manager and Board President have the authority to require anyone to leave the pool area for any rule violation.

2. Pool Regulations

- a. Inflatable floatation devices, snorkel equipment, swim fins, large toys or other such items are not permitted in the pool area; however, life jackets are allowed.
- * b. No diving, horseplay, or yelling is allowed in the pool or surrounding area. Splashing of water, other than due to normal swimming, is not permitted.
- c. Beverages are allowed only in non-breakable containers in pool area. Food will not be permitted in the pool area except when the Association holds an event open to all members. Alcoholic beverages are prohibited.
- d. Proper swimming attire is required in the pool and pool area.
- e. Persons with shoulder length hair, or longer, are required to tie their hair up while

in the pool. Hair pins, rollers, and such items that may clog the pool must be removed before entering the pool.

- f. All swimmers must shower before entering the pool and remove from their bodies sun tan oils, dirt, sand or other substances which might render the water oily or dirty.
- ** g. Swimmers must dry themselves completely before leaving the pool area in order to prevent accidents in the lobby area and elevators.
- * h. Boisterous or loud conduct, and radios, etc. without ear plugs are prohibited within the pool area.
- i. No animals are allowed in the enclosed pool area; provided, however, that guide dogs, signal dogs, and service animals relied upon by handicapped persons using the pool or pool area are permitted.
- j. Board of Health requirements must be strictly observed:
 - 1) Persons having any disease generally accepted by the medical community as communicable through casual contact shall be excluded from the pool.
 - 2) Spitting, spouting of water, or blowing the nose in the pool or throwing dirt or foreign objects into the pool are strictly prohibited.

V. PETS

- 1. **No animals whatsoever shall be allowed or kept in any of the project except as stipulated in rule #2., and shall not be bred or used therein for any commercial purposes nor allowed on any common elements, except in transit when carried. Birds must be caged when in transit on common areas.**
- 2. Pets are limited to one (1) small caged bird and/or one (1) cat per apartment. All permitted pets must be registered with the Manager within five (5) days after they are brought onto the Project premises. All pet owners must comply with the requirements in the Ala Wai Manor Pet Application.
- 3. No visiting pets are allowed on the premises. Lanais shall not be used for the keeping of litter boxes or cat beds. Pets must be contained within the apartment and not allowed to run free on common areas.
- ** 4. Pet owners shall immediately clean up any excrement deposited in the common areas by their pet. Pet trash, such as sand, used newspapers, litter, etc. must be very well wrapped and bagged before it is dropped down the trash chute or put into the trash room dumpster.
- 5. Notwithstanding any provision to the contrary contained herein legally documented comfort dogs, guide dogs, signal dogs, and service animals trained to assist handicapped

individuals (hereinafter collectively referred to as "specially trained animals") shall be permitted at the Project subject to the following restrictions:

- (a) Such specially trained animals shall not be kept, bred, or used at the project for any commercial purpose; and
- (b) Such specially trained animals shall be permitted on the common elements, provided the specially trained animal is on leash.

Any permitted animal causing a nuisance or unreasonable disturbance to any other occupant of the Project shall be permanently removed therefrom promptly upon notice given by the Board of Directors or the Managing Agent; provided, however, that any such notice given with respect to a specially trained animal shall provide that before such animal must be removed, its owner shall have a reasonable time to acquire a replacement specially trained animal unless the Board of Director determines that such animal poses an imminent serious threat of physical harm to other occupants at the Project. The Board of Directors may from time to time promulgate such rules and regulations regarding the continued keeping of such pets and specially trained animals as the circumstances may then require or the Board may deem advisable.

VI. REFUSE

- ** 1. No loose garbage shall be dropped down the trash chute or deposited in the trash room dumpster. All garbage must be well wrapped, preferably in plastic bags tied shut. Measures must always be taken to avoid liquids or fluids, such as cooking oil, from dripping onto the common areas when carrying garbage from the apartments to the trash chute; and in the event it cannot be avoided, such liquids or fluids must be cleaned up immediately.
- *** 2. Breakable, bulky, heavy, or inflammable items, or items that may hinder the free fall of trash shall not be placed in the trash chute.
- ** 3. Disposal of furniture, appliances and large household items is the responsibility of the person discarding them. They must not be left in the trash room or parking stall or in any common element. Check with the manager for temporary area until bulky item pick up. But, owner is responsible for moving such item the night before scheduled pick up.
- 4. Any occupant that brings a Christmas tree into the building must remove it without damaging or soiling any common area. It must be cut into pieces five feet or less to go into the dumpster and wrapped so needles or flocking will not drop off while being carried to the trash room.
- 5. Trash chutes shall be used between 7:00 a.m. to 10 p.m. only.

VII. NOISE AND DISTURBANCES

- ** 1. At all times, occupants and their guests shall avoid making undue noise that violates the peace and privacy of others. This includes loud talking, playing musical instruments, radios, televisions, karaoke machines, etc., in such manner and volume that may bother others.
- 2. Occupants must extend tact and courtesy at all times and shall in no way harass, intimidate or bother another occupant.
- ** 3. When guests are leaving at night, noise must be kept to a minimum. Care should be used to prevent doors from slamming, and talking should be limited to whispers outside bedroom windows. Foot falls should be as quiet as possible.

VIII. FIRE AND SAFETY

- *** 1. Occupants may not bring hazardous fluids onto the premises, except small amounts of materials for painting their own apartment. Gasoline, kerosene, flammable liquids, explosives or other hazardous articles shall not be stored in the apartments.
- *** 2. Throwing cigarettes or lighted material from the lanais is prohibited.
- *** 3. Fireworks and sparklers may not be exploded within the building or anywhere on the grounds per county law.
- 4. All occupants are required to install a smoke detector, by order of County law, and are encouraged to test batteries on a regular basis.
- 5. Fire hoses and extinguishers are located in cabinets in the lobby and all Resident halls. Fire alarm boxes that activate the building alarm bells are located in the lobby area on all floors. However, this does not call the fire department. You must get to a safe area and call 911.
- 6. In case of fire, never use the elevators. Use the fire escape stairways at either end of the building. The Fire Department safety code requires that stairway doors be kept closed but unlocked at all times.
- 7. Wheel Chair and Disabled People. If the fire is not in your immediate area, call 911 and tell the Fire Department that a fire has been reported in your building, what unit you are in and that you are disabled. They will get you out of the building. If the fire is in your area - you see or smell smoke - get your wheelchair to the nearest fire escape and stay put (WITH FIRE DOOR CLOSED) until help comes. Try not to block other people's escape and don't panic - the fire escapes are safe. If possible, go to the fire escape farthest from the fire.
- 8. The central stairwell is the only entrance that can be used for entry into the building if the electricity goes off and can be entered with your security fob. Emergency lighting has a limited battery life so be prepared to use a flash light if outage is lengthy.

IX. SECURITY

It is the responsibility of all occupants entering or exiting the building through a door equipped with a security lock to be sure that it closes and latches behind them. Do not allow strangers to follow you into the building. If they live here, they should have a security fob; if not, they must call an occupant on the enterphone to be admitted.

X. GENERAL

1. For immediate help from the Police, Fire Department or Ambulance, call 911 from any telephone. After the emergency is under control, report to the Manager or the Board of Directors for further assistance.
- *** 2. Anyone tampering with the elevator intercom, the Enterphone, fire fighting equipment, fire alarm system, fire doors, the building security doors or the swimming pool gate will be fined, and will be liable for all costs involved in repairs, replacements or damage to the building or personal property.
3. Damage to any common elements of the project shall ultimately be the responsibility of the owner of the apartment whose occupants, tenants or guests caused the damage.
4. Furniture in the lobby and swimming pool area is for use in those specific areas and must not be moved therefrom.
5. No water beds are allowed in any apartments.
6. No apartment owner or occupant shall, without written approval of the Board of Directors, install any wiring for electrical or telephone installations, television antenna, machines or air conditioning units or other equipment or appurtenances whatsoever on the exterior of the project or protruding through the walls, windows or roof thereof. Roll-about portable air conditioners are permitted in the building, provided they are vented at the lower, right-hand side kitchen window or at the living room sliding glass door. Venting out the bedroom windows is prohibited. Information on the AC exception can be located in the office, but must be installed exactly as described.
7. No occupant shall post any advertisement, poster or other sign on or about the property except as authorized by the Board of Directors.
- * 8. No personal property, including baby strollers, plants or furniture, shall be left in the halls, fire escapes, stairs, lobbies or parking areas without written permission from the Board of Directors.
- * 9. Shopping carts may not be brought into Ala Wai Manor or stored on the premises. Small two-wheel personal carts are permitted, but may not be left in hallways.
10. Owners and tenants may voluntarily participate in the duplicate key program. This

program permits immediate access to apartments by persons designated by the apartment's owner or tenant and by authorized Association representatives in case of an emergency or to maintain the common elements. The keys will be placed in a lock cabinet requiring 2 keys, and will only be accessible to authorized Association personnel. Owners and tenants may elect to terminate participation at any time.

11. Lockboxes are prohibited in all common areas, but are allowed on doors of units being shown.
12. Authorized Association representatives may enter any apartment or limited common area during reasonable hours as may be necessary for the operation of the Project or to make emergency repairs to prevent damage to another apartment or apartments, or any common area. Owners and tenants not participating in the duplicate key program will be responsible for all costs incidental to the abatement of an emergency condition causing or potentially causing damages to the common elements or to another apartment or apartments.
13. The Manager is not permitted to give access to an apartment to anyone unknown to him without written instructions from the owner or occupant.
14. The Manager/cleaning personnel shall not be asked to do any work within an apartment during his/her on-duty hours, except in case of an emergency endangering other apartments or the common areas, and is not permitted to provide personal services of any nature to any resident.
15. No rubbish, hair, sweepings or other substances shall be put into toilets or garbage disposal units. In case of plumbing stoppage, or electrical problems within the apartment, it is the occupant's responsibility to call and pay for a plumber or electrician.
16. The faucets that supply water to the washing machine should be turned off when the machine is not in use to prevent flooding due to a ruptured hose. The faucets are located in the wall behind the washing machine and can be reached through the closet in the "small" bedroom.
17. Residents are encouraged to allow quarterly fumigation of their apartments as a deterrent to cockroach infestation. Exceptions will be granted only upon submittal of written documentation proving alternate professional fumigation or a letter attesting to allergic or other reaction to professional fumigation insecticide.
18. No solicitation or canvassing is allowed on the premises at any time, except to allow children living in the building to sell items for school projects.
- ** 19. Smoking is prohibited in lobbies, elevators, walkways, the entire pool area, in the fire escape stairwells and within 20 feet of the lobby entrance, in accordance with Honolulu County Law. Please use proper receptacles for disposal of butts.
- * 20. All residents are required to keep the louvered windows adjoining the common walkways

clean at all times. Should a resident fail to comply after reasonable notice is given, the Manager shall have the windows cleaned and the occupant will be billed for the cost. Broken or missing louvers must be replaced immediately. Occupants of apartments having adjoining apartments (02/03 - 06/07), **who have carpeted their entry**, are responsible for keeping their carpets/hallways clean.

21. No owner or occupant shall perform any work on the common area of the property without full approval of the Board of Directors. Cleaning, gardening, and maintenance of the common area will be the sole domain of the Manager acting under the direction of the Managing Agent and the Board of Directors.
22. Any unusual use of the common elements not already restricted by the House Rules shall first be cleared by the Manager or the Board of Directors.
23. Owners are liable for damage to the building or surrounding property caused by themselves, their tenants or guests.
- * 24. Slippers/shoes left outside front doors are limited to one pair per occupant/guest and must be confined to the area of the door mat. Carpets may not be used as door mats, which shall not exceed the width of the door.
25. Bicycles may be brought into the building, with care not to damage elevators and walkways. They may not be ridden on walkways, etc. or stored on lanais.

It is also requested that the following courtesies be followed: if your tires are muddy, please wash them off before entering the lobby. If your bike is wet, shake off excessive water, and if you do create wet floors, please return and wipe them up to prevent someone from falling.

- * 26. No person shall be permitted to loiter in the parking area, lobby, stairways, walkways, hallways, elevators, or in any other areas of the Project.
- *** 27. Spitting is strictly prohibited in any common areas, including lobbies, walkways, stairways, elevators, parking area, etc.

XI. FINES

1. Imposition of Fines

All apartment owners, tenants, and other persons using or coming upon the Project shall comply strictly with all of the provisions of these House Rules, the Declaration, and the By-Laws.

If, in the opinion of the Board of Directors, any owner, tenant, or other person using or coming upon the Project (hereinafter called "violator") shall fail to comply with any provisions thereof, the Manager will give the violator written, and if possible verbal, notification thereof. This written (and oral if possible) notification shall specify the

violation, the time limit allowed for its correction, and the fine amount if the violation continues beyond that time limit. If the violation is not corrected to the Board's satisfaction within the prescribed time limit, the Manager will issue a second written notice stating that if the violation is not corrected within 48 hours of this second notice (or a third violation takes place in the future) then the violator will be assessed a fine.

2. Schedule of Fines

Fines will be based on the following schedule of fines:

- (a) Any violation of these House Rules, the Declaration, or the By-Laws that (1) results in personal injury, (2) constitutes a threat to the personal safety of any person, or (3) results in any property damage: **\$50.00 per incident**. Some, but not all, of the rules applicable to these types of violations are noted in these House Rules with ***.
- (b) Any violation of these House Rules, the Declaration, or the By-Laws that unreasonably disturbs any person of Ala Wai Manor: **\$25.00 per incident**. Some, but not all, of the rules applicable to these types of violations are noted in these House Rules with **.
- (c) Any other violation of these House Rules, the Declaration, or the By-Laws: **\$10.00 per incident**. Some, but not all, of the rules applicable to these types of violations are note in these House Rules with *.

Each day that a violation continues shall be deemed to constitute a separate incident for the purpose of the above fine schedule. For example, if a violation which is subject to a \$25.00 fine continues over a period of 4 days, the fine for that violation will amount to \$100.00.

3. Appeals

An appeal may be made by the violator within ten (10) days of the initial notice of noncompliance. This appeal must be in the form of a letter, sent by certified mail to the Board of Directors or the Managing Agent, or hand delivered to the Manager. The notice of appeal must contain a copy of the citation, if any, a statement of the facts of the violation, the reason for appeal, the name and addresses of the witnesses and copies of any proposed exhibits. The Board may require the violator to appear at a Board meeting to provide additional information.

The Board of Directors will mail or deliver a written decision to the violator within 60 days of the receipt of the notice of appeal. The Board of Directors may reduce, suspend, or cancel any fine after consideration of the appeal. The decision of the Board shall be final.

In the event that the violator fails to file the notice of appeal within the above ten-day time period, the violator shall be deemed to have waived his or her right to appeal the fine.

APPENDIX "A"

ALA WAI MANOR

WATER DAMAGE CLAIM POLICY

Your Board of Directors has been concerned for some time over the frequency of water damage incidents at Ala Wai Manor. In order to assist owners in taking proper action when water damage occurs, the Board has prescribed the following water damage policy. Please be advised that damage to personal property is not covered under this policy. Owners should include all personal items under their own personal property insurance.

Any Ala Wai Manor owner wishing to collect money from the Association arising from water intrusion damage to his or her unit must comply with the following:

1. The apartment owner/resident must promptly notify the Office Manager of any water intrusion or leakage problem. The initial notification may be oral, but it must be followed up by a written notice within 14 days thereafter.
2. The Manager, as soon as reasonably practicable upon receipt of such notice, will:
 - A. Take reasonable action to locate and secure the source of water leakage;
 - B. Inspect the unit(s) involved and write up a report. Copies of the report shall be provided to the apartment owner(s) and the Managing Agent;
 - C. Advise the apartment owner(s) to notify his or her insurance agent.
3. If the water damage resulted from a defect in an area other than a common element or from a defect in the common element which the Association was not aware of, or should not have been aware of, the Association has no responsibility therefor.
4. If (a) the water damage is not caused by a defect in a common element which the Association either was, or should have been aware, (b) but there is coverage under the Association's insurance policy, and (c) the apartment owner wishes to take advantage of such coverage, the apartment owner will be responsible for paying the deductible amount on the Association's policy.
5. If the water damage resulted from a defect in a common element which the Association was aware, or should have been aware and is covered under the Association's insurance policy, the Association will pay the deductible.
6. If the water damage resulted from a defect in a common element of which the Association was aware, or should have been aware, but is not covered by the Association's insurance policy, the Association will address each such claim on its individual merits.

APPENDIX "B"

ALA WAI MANOR

APARTMENT ALTERATION PROCEDURES

To keep Ala Wai Manor a desirable place to live, the Board of Directors requests your cooperation in complying with the rules regarding alterations to your apartment. Our common purpose is to insure the continuation of the structural and mechanical integrity of the building and that the alterations will not adversely affect the other residents. Additionally, a uniform appearance of the building must be maintained.

If and owner plans to alter his or her apartment, the owner must request Board of Directors' approval (and the approval of such percentage of the apartment owners as required by the Declaration and/or the By-Laws) and provide the Board the following:

- Plans, drawings or blueprints for the alteration you propose to do.
- Describe the changes to be made in writing and specified by room.
- Include the particulars of any additional fixture, equipment or appliance to be installed.
- If any structural element, plumbing piping, electrical circuitry, or exterior wall of the building, which are common areas, are to be fastened to, or changed in any way, it must be noted explicitly in the plans.

After receiving your blueprints, the Board will consider your request and furnish you with an approval or disapproval. After approval, you can proceed with the following instructions:

- Obtain a building permit and other required approvals from the City and County of Honolulu and show the building permit to the Manager.
- All work on your project must be performed by a licensed and insured contractor as required by State law.
- Notify the Manager when alteration work is to be initiated.
- Diligent completion of your project must be achieved after work is initiated and you must notify the Board of Directors when work is completed.
- All work must be done between the hours of 8:00 a.m. to 4:00 p.m. Monday to Friday (holidays excluded).
- Building materials are not to be stored on grounds or parking areas by the contractor. All

debris, left over materials, etc, must be hauled away by the contractor daily.

- No work may be done in the common elements and you will have to agree to pay for repairing any damage to the common elements resulting from your alterations. Any other damage or problems caused by your project will be your responsibility and not the responsibility of the Ala Wai Manor Association of Apartment Owners.

The owner is responsible to record the modification to his or her apartment with the Bureau of Conveyances upon completion of the alteration to his or her apartment.

Notwithstanding anything to the contrary contained herein, handicapped residents shall: (1) be permitted to make reasonable modifications to their apartments and/or the common elements, at their own expense (including without limitation the cost of obtaining any bonds required by the Declaration or the By-Laws), if such modifications are necessary to enable them to use and enjoy their apartments and/or the common elements, as the case may be; and (2) be allowed reasonable exemptions from the House Rules, when necessary to enable them to use and enjoy their apartments and/or the common elements, provided that any handicapped resident desiring to make such modifications or desiring such an exemption shall so request, in writing. That request shall set forth, with specificity and in detail, the nature of the request and the reason that the requesting party needs to make such modification or to be granted such an exemption. The Board of Directors shall not unreasonably withhold or delay its consent to such request, and any such request shall be deemed to be granted if not denied in writing, within forty-five (45) days of the Board's receipt thereof or of any additional information reasonably required by the Board in order to consider such a request, whichever shall last occur.