

**LILI'UOKALANI GARDENS AT WAIKIKI**  
**(Revised and Adopted June 13, 2011, Effective September 1, 2011)**

Aloha! - Welcome to Lili'uokalani Gardens at Waikiki. To make your stay as trouble free as possible we have put together this list of contacts, phone numbers and helpful hints.

**POLICE/FIRE/AMBULANCE:** Dial 911 and ask for the Police Department, Fire Department, or Ambulance. Your call will be routed.

**RESIDENT MANAGER:** Phone: 926-3636. Note: all residents are required to register with the Resident Manager upon moving in.

**WATCHMAN:** A watchman is on duty 24 hours a day and can be reached at the following number: 926-1924.

**YOUR ADDRESS:** Lili'uokalani Gardens, 300 Wai Nani Way (Apt #), Honolulu, Hawaii 96815. It is not necessary to distinguish in which tower you reside as the buildings do not have the same apartment numbers.

**PARKING:** Parking must be arranged through the Resident Manager's office. Residents may not use the guest parking stalls, and there is no guest parking allowed between the hours of 2:00 am to 6:00 am. Violators may be towed. The parking rules are strictly enforced!

**ENTERPHONE:** You must go to the lobby to let your guests into the building. You can confirm the identity of the caller by monitoring channel 57 on your television.

**CABLE TELEVISION:** The apartments are equipped with "basic" cable service. For pay channels and repairs, you will need to contact Oceanic Time Warner Cablevision at 625-8200.

**TRASH DISPOSAL:** There is a trash room located on each floor, opposite the elevators. Please wrap or bag all items before throwing into the trash chute. Do not stuff large items that can clog the chute, and abide by the hours posted. Do not leave containers, boxes, recyclables, or trash of any kind in or outside the trash rooms.

**PAVILION:** For rental of the Pavilion see Resident Manager for Pavilion Rules.

- A maximum of 5 persons (residents and guests combined) per apartment may utilize the pool area.
- A maximum of 25 persons may use the pool pavilion for any function. Of those 25 individuals, a maximum of 5 persons may use the pool at a time.
- A \$50 deposit will be collected from persons using the pavilion, along with the \$40 fee. Those residents who violate the above rules will forfeit the deposit.

LAUNDRY FACILITIES:

There are 24-hour laundry rooms on the ground floors of both towers. Take quarters for the washers and dryers and bring your own soap, bleach, etc. Remove laundry immediately after use.

AIR-CONDITIONING:

The air-conditioning unit in your apartment should be serviced quarterly. This service is provided free of charge and is performed by our in-house maintenance personnel. They will replace the air filter, lubricate parts, and supply a bacteria preventative, which will stop algae from growing in the drain pan. Dirty filters and algae growth can lead to an unhealthy living environment. It can also cause the drain pan to become clogged, which will result in costly flood damage to your apartment and apartments below. To schedule this important service, please call the resident manager at 926-3636.

PASS KEY:

The resident manager does not have keys to the units and there is no master key for the apartment doors at Lili`uokalani Gardens. Therefore, if you should lock yourself out of your apartment, you will need to contact your landlord, rental agent, or a locksmith to regain entry into your apartment.

APARTMENT REPAIRS:

Owners are responsible for the repair and maintenance of their apartments.

BICYCLE STORAGE:

Bicycles may not be brought into the buildings at any time. Bicycles must be stored in the garage bicycle cage. Persons storing bicycles in the cage must obtain a key for the cage door. The key can be obtained from the Resident Manager. A \$50.00 security deposit is required for the key.

HOUSE RULES:

It is absolutely imperative that you read and abide by the House Rules. Take special note of the pool and tennis court rules, and the parking policy.

## **LILI'UOKALANI GARDENS AT WAIKIKI**

### **RULES AND REGULATIONS (Revised and Adopted June 13, 2011)**

#### **“HOUSE RULES”**

The quality of life at Lili'uokalani Gardens depends to a large degree on each occupant's conduct and consideration for other occupants. The following house rules have been adopted in an effort to control and guide the use of the premises. No set of house rules can ever hope to cover all situations at all times; therefore, every occupant is urged to be guided by the Golden Rule: "Do to others as you would have them do to you."

The terms used in these House Rules shall have the meanings given to them in the Bylaws, except as expressly provided otherwise. The fact that certain terms may be capitalized in the Bylaws shall not change their meaning in these House Rules.

The term “authorized residents” applies to occupants, tenants, and non-resident owners whose units are vacant and not available for rent. Authorized residents must be registered with the Resident Manager. Guests of authorized residents and non-residents owners are not authorized residents.

The Board of Directors reserves the right to make such other rules and regulations from time to time as may be deemed necessary.

#### **I. Use of the Project**

- A. All apartments of the Project shall be used for the purposes specified in the Restated Declaration of Condominium Property Regime of Lili'uokalani Gardens at Waikiki recorded in the Office of the Assistant Registrar of the Land Court of the State of Hawaii as Document No. 2212906, as amended and/or restated from time to time.
- B. All Common areas of the Project shall be used only for their respective purposes as designed or as otherwise provided in the Declaration or Bylaws.
- C. No one shall place, store, or maintain in the corridors, stairways, walkways, grounds, or other common elements of similar nature any furniture, packages, or objects of any kind, or otherwise obstruct transit through such common elements.
- D. Every apartment owner and occupant shall at all times keep his apartment in a clean and sanitary condition and observe and perform all laws, ordinances, rules and regulations now or hereafter made by any governmental authority or the association for the time being applicable to the use of the Project.

- E. No one shall make or place in the Project any building or structure, including fences and walls, nor make any additions or alterations to any common element of the Project nor place or maintain thereon any signs, posters or bills whatsoever, except in accordance with plans and specifications, including detailed plot plan, prepared by a licensed architect if so required by the Board and the Trustees (of Lili'uokalani Trust) and also approved by a majority of apartment owners (or such percentage required by law or the Declaration) including all owners of apartments thereby directly affected.
- F. No one shall decorate or landscape any entrance of his apartment or any other portion of the project except in accordance with standards therefore established by the Board of Directors or specific plans approved in writing by the Board.
- G. Everyone shall exercise extreme care about making loud noises and in the use of musical instruments, radios, televisions, and amplifiers that may disturb other occupants.
- H. No garments, rugs, or other object shall be hung from the windows or facades of the buildings.
- I. No rugs or other objects shall be dusted or shaken from the windows of the project or cleaned by beating or sweeping in any hallway or exterior part of the project.
- J. No refuse, garbage or trash of any kind shall be thrown, placed, or kept on any common element of the project outside of the disposal facilities provided for such purpose.
- K. NO PETS are allowed in any part of the project. Notwithstanding the foregoing, visually impaired persons may keep guide dogs, hearing impaired persons may keep signal dogs, and persons with disabilities may keep service animals in their apartments. **As used herein, "guide dog" means any dog individually trained for guiding a blind person by means of harness attached to the dog and a rigid handle grasped by the person; "signal dog" means a dog that is trained to alert deaf persons to intruders or sounds; and "service animal" means an animal that is trained to provide those life activities limited by the disability of the person.** None of the provisions herein are intended to interfere with the full use and enjoyment of any apartment or the project by handicapped/disabled persons. None of the provisions herein will be enforced in any manner that will violate the provisions of the Federal Fair Housing Amendments Act of 1988 or Chapter 515, Hawaii Revised Statutes.
- L. Except as otherwise provided in the Antenna Installation Policy attached hereto, no one 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 apparatus whatsoever on the exterior of

the project or protruding through the walls, windows, or roofs thereof. See Antenna Policy

- M. Except as otherwise provided in the Antenna Installation Policy attached hereto, no apartment owner or occupant shall erect, place, or maintain any television or other antennas on the project visible from any point outside the project.
- N. Nothing shall be allowed, done, or kept in any apartment or common element of the project which would overload or impair the floors, walls, or roofs thereof, or cause any increase in the ordinary premium rates or the cancellation or invalidation of any insurance thereon maintained by or for the Association.
- O. Smoking. In accordance with state law and the City and County of Honolulu Smoking Ordinance, smoking is not permitted in any common area in which there is a roof and at least one wall or within twenty feet of any common area entrances, windows and vents where smoking is prohibited. These areas include but are not limited to hallways, pavilions, pool area and garage area. Smoking in an apartment or open common areas (without a roof and at least one wall) is permitted, provided however, that the smoking shall not result in smoke entering another apartment or hallway.

**II. In addition, the following rules have been adopted:**

- A. No one will be allowed to put their names or decals in any entry, passageway, vestibule, hall, or stairway of the building. Further, floor mats will not be allowed in exterior apartment doorways.
- B. Maintenance
  - 1. Common Elements: Except as otherwise provided in the Declaration or Bylaws, the Association is responsible for the maintenance of the common elements. Defects and deficiencies should be reported when observed.
  - 2. Unit: Apartment maintenance is the responsibility of the individual apartment owner.
- C. Association employees. All employees of the Association are under the direction of the Board of Directors. Employees are not to be diverted to the private business or employment of any owner, occupant or guest.
- D. Quiet hours shall be from 10:00 p.m. until 8:00 a.m. the following day. Please be respectful of other residents who may be trying to sleep. Even quiet conversation can carry up through open windows. Please follow the watchmen's guidance.

E. Parking Policy

The following Parking Policy for Authorized Residents has been adopted by the Board of Directors.

1. Description of Parking Stalls.
  - (a) Twelve stalls located in the parking structure basement area are designated as Guest Parking. The number and location of guest parking stalls are subject to change.
  - (b) Four stalls are currently designated for the bike cage and for mopeds.
  - (c) Two stalls outside the parking garage, in the turnaround area, are designated "Commercial Parking" and are for use by vendors and tradespersons, while performing work on the property.
  - (d) All remaining stalls are designated for authorized resident parking.

2. Assignment of Parking Stalls To Authorized Residents.

This Policy is designed to insure that parking is provided in an equitable manner.

3. Assigned Stalls.

- (a) The Resident Manager shall assign a specific stall to each authorized resident if their vehicles will be garaged at Lili'uokalani Gardens. The assignment will be for the term of that need. Upon request, multiple vehicles may be registered to share the same stall allowing multi-car apartments to rotate which car is parked in their assigned stall.

4. Stall Assignment Without Designated Vehicle.

- (a) No stall will be assigned to an authorized resident without a vehicle.

5. Guest Parking Stalls.

- (a) Guests (of an Authorized Resident) using the garage must park in areas designated as Guest Parking. Guests shall register their vehicle on the clipboard provided.

6. Moped Parking

- (a) Mopeds shall be parked in the moped parking area on level A1 in the Ewa-Mauka corner near the bicycle cage or other areas designated for moped parking. Mopeds may also be parked in the same stall with small car, if space allows one to do so without obstructing traffic, pedestrian exits or space between vehicles.
- 7. No assignment shall be deemed permanent.
- 8. The Resident Manager may change parking stall assignments from time to time.
- 9. Assigned stalls that have no vehicle for extended periods of time are subject to reassignment at the discretion of the Resident Manager.
  - (a) Within a reasonable time prior to reassigning a stall, the Resident Manager shall send (or deliver) written notice that the assignment will be revoked. The notice shall be addressed to the Authorized Resident to which the stall is assigned and shall provide instructions for appealing the revocation. If parking is needed at a future date, the authorized resident may request a new assignment at that time.
- 10. Parking Fees
  - (a) The parking structure is a shared common element; all authorized residents (owner or tenant) shall be treated equally concerning fees for parking.
  - (b) Short term, overnight parking for guests can be arranged with the Resident Manager (during posted hours), if space is available, at a daily rate to be determined by the Board of Directors.
  - (c) Parking for additional vehicles per apartment shall be provided, if unallocated stalls are available, at a rate to be determined by the Board of Directors
- 11. Registering Vehicles.
  - (a) A parking stall for one registered motor vehicle (per unit) shall be assigned to one authorized resident.
  - (b) All authorized resident vehicles shall be registered with the Resident Manager's office. The Resident Manager shall: Record vehicle and contact information, confirm proof of currently registered motor vehicles in the City and County of Honolulu or State, with proof of insurance, and provide Lili'uokalani Gardens parking sticker(s). Vehicle stickers allow the watchman to identify owners of vehicles and attempt to resolve violations before towing.

The sticker shall be applied so it is visible from the garage driving lanes when vehicle is parked in its stall.

- (c) Authorized Residents who rent motor vehicles or otherwise do not consistently garage the same motor vehicle so that fixing the sticker to the car is inappropriate, shall display their parking sticker on the dashboard or in a location easily visible from the driving lanes when the motor vehicle is parked in its stall.

12. When arriving outside office hours, Authorized Residents without assigned parking shall register their motor vehicles with the security watchman. The watchman shall assign a temporary stall to be used until next office hours.
13. The authorized resident shall display the parking pass/sticker provided by the watchman on the dashboard or in a location easily visible from the driving lanes when the registered motor vehicle is parked in its stall.
14. The authorized resident must contact the Resident Manager during the next office hours to register the motor vehicle and get a parking sticker and stall assignment.
15. All guest motor vehicles shall be registered on the clipboard provided.
  - (a) Vehicle License Plate, Apartment Number and name of Authorized Resident being visited, contact phone number and date/time shall be noted.
16. Motor vehicles in guest parking that have not registered shall be assumed to be unauthorized vehicles and will be towed.
17. Restrictions on Use of Parking Structure.

In addition to the foregoing, the following policies shall be enforced.

18. Authorized Residents may only use the stall(s) assigned for their use.
19. Authorized Residents may not sublet or loan the stalls assigned to their registered motor vehicle to another authorized resident, or any non-Authorized Resident.
20. The parking structure is intended for use by only authorized residents and authorized guests of Lili'uokalani Gardens. Drivers seen leaving the property immediately after parking and suspected of being unauthorized shall be asked to explain their use of guest parking which will be verified by the entry they made on the guest parking log. The intent is to discourage the general public, former residents, and other unauthorized users from taking advantage of the parking facility.



21. No motor vehicle shall obstruct motor vehicle traffic or access to pedestrian exits.
22. Parking of a motorcycle or moped in same stall as a car or truck will not be allowed if traffic or pedestrian access paths are obstructed or access to other vehicles is impeded.
23. Motor vehicles not displaying the parking sticker, or with expired registration will be assumed to be unauthorized and are subject to towing.
24. The parking stalls shall be used only for the purpose intended: parking vehicles. No stall shall be used for the storage of personal belongings, equipment, or bicycles. No parking stall shall be used for motor vehicles more than 6ft.6 inches in height or a curb weight (usually placarded on the driver's side door) greater than 6,000 lbs.
25. No parking stall shall be used for the maintenance and repair of vehicles, other than minor repairs (e.g., changing a tire, replacing a battery, putting water in the radiator).
26. No parking is allowed in the main driveway/turn around area, other than for loading and unloading vehicles. There is a 10-minute time limit for this purpose. (Extensions of this time limit must be coordinated with the Watchman or Resident Manager).
27. Residents may not park in the Commercial Parking stalls located in the driveway/turnaround area at any time.
28. Residents may not park in the guest parking stalls at any time.
29. Guests, as defined above, may not park for more than the posted maximum number of hours in Guest Parking in any 24 hour period. Motor vehicles in guest parking that have not registered on the clipboard provided shall be considered to be unauthorized motor vehicles and subject to towing.
30. Motor vehicles shall turn on headlights when operating in the garage at all times of the day and obey the posted 5 mph speed limit.
31. At the discretion of the Resident Manager any motor vehicle deemed to be a nuisance or hazard, or cause undue smoke or noise can be banned from the parking garage until repairs or alterations are made to the motor vehicle.
32. It is the responsibility of all Authorized Residents to see that their guests and tradesmen working at their apartment are aware of these parking rules and park their motor vehicles in compliance of these rules. Special parking arrangements may be possible if pre-cleared with the Resident

Manager at least 24 hours prior to the time a special arrangement is needed.

33. It is the responsibility of Realtors, property managers and “other” sales agents to clearly understand the parking rules and properly explain them to the prospective owner or renter. This also includes the fact that an “owner” does not own a specific stall.
  34. Any apartment unit in arrears by two months or more in payment of condominium maintenance fees shall forfeit the space assigned to their unit and the motor vehicles parked there deemed as “un-authorized.” The owner/authorized resident will not be permitted to park within the parking structure or rent additional spaces until they are no longer in arrears and current in fees. Motor vehicles remaining in these assigned spaces and additional rented spaces (if any) may be towed at owner/operator expense without further notice. Once all fees are current and paid in full, a parking stall may be re-assigned to the unit and additional stalls rented if available. There is no guarantee that reassigned stalls will be the same stall as previously assigned.
  35. All unauthorized motor vehicles parked on the premises and all motor vehicles parked on the premises in violation of this Parking Policy or these House Rules regarding parking may be towed away at the owner's/operators expense, in accordance with Section 290-11 of the Hawaii Revised Statutes.
  36. Neither the Association of Apartment Owners of the Lili'uokalani Gardens at Waikiki, nor its officers, directors, employees, or agents shall be responsible for any loss, fire, theft, or damage to vehicles or contents at any time, regardless of whether said motor vehicles are parked or being operated in accordance with the Lili'uokalani Gardens Parking Policies and, rules, and regardless of the cause of said loss or damage. Motor vehicles are parked on the premises at the full risk of the owner, driver, etc.
  37. The Board of Directors reserves the right to add, delete, or change all rules and regulations.
- F. Bicycles are to be parked only in the garage bicycle rack area, and are not to be taken into any part of the building.
- G. Pass key: The Association does not keep keys to the apartments.
- H. Lockouts: If locked out of one's apartment, the occupant must contact the apartment's owner, rental agent or a locksmith to regain entry.

- I. Moving: Persons moving in and out must arrange use of the elevators with the Resident Manager. Moving in and out is only between the hours of 9:00 a.m. to 5:00 p.m. Monday through Saturday.
- J. Observance of House Rules: Any owner or agent who rents an apartment must provide the tenant with a copy of the House Rules. All occupants are required to register with the Resident manager, providing the Resident Manager with their names, addresses, and phone numbers. Owners shall be responsible for the observance of the House Rules by their guests, tenants, and all occupants of their apartments.
- K. Solicitation: No door-to-door sales or solicitations of contributions for charitable, political, or other causes of any nature whatsoever shall be permitted on the premises. This rule shall not apply to the solicitation of proxies or distribution of materials relating to Association matters on the common elements by apartment owners; provided, however, that the Board may, from time to time, adopt reasonable rules regulating the solicitation of proxies and/or the distribution of Association materials.
- L. Smoking is prohibited in all indoor common areas, including all lobbies, hallways, laundry rooms, elevators, offices, the covered floor of the garage and within 20 feet of common area entrances, windows, and vents where smoking is prohibited.
- M. The playing of radios, t.v.s, C.D. players, tape players, musical instruments and other similar devices which are audible, except through a headphone, are prohibited in the common element areas.
- N. Eating and drinking in the lobbies, elevators, and hallways is prohibited.
- O. Private contractors and vendors, when hired by individual apartment owners and occupants, must abide by the "Guidelines for Private Contractors" established by the Board of Directors. Owners and/or occupants are responsible for outside contractor's observance of these guidelines and house rules.
- P. Skate boarding, roller skating, roller blading is not permitted anywhere in the common or limited common areas.
- Q. Washer and Dryer Installations: No one shall install or use a washer or dryer in units other than the following: 1701, 1702, 1711, 1801, 1802, 1811, 1812, 1901, 1902, 1911, 1912, 2001, 2002, 2011, 2012, 2101, 2102, 2111, 2112, 2201, 2202, 2211, 2212, 2301, 2302, 2311, 2312, 2401, 2402, 2411, 2412, PH01, PH02, PH03, PH04, PH11, PH12, PH15, PH16.
- R. Use of Electrical Outlets in Common Element Areas. The electrical outlets in the common element areas may not be used without prior Board approval.

### III. Pool and Spa Rules

- A. The pool and spa hours are between 8:00 a.m. and 10:00 p.m.
- B. **No lifeguards are on duty at any time. Use of the pool is at the risk of the user.**
- C. The pool is for the use of residents of the project and nonresident owners whose units are not rented, available for rent, or occupied (hereinafter in these pool and spa rules, residents of the project and nonresident owners whose units are not rented, available for rent, or occupied are collectively referred to as "Authorized Persons"). Authorized Persons are permitted to bring guests to the pool. Guests must at all times be accompanied by an Authorized Resident. Nonresident owners, whose units are rented, available for rent, or occupied may not use the pool, except as a guest of an Authorized Person.
- D. Proper swimming attire is required while using pool/spa.
- E. Children under the age of 12 must be accompanied by an adult.
- F. Swimmers are required to shower before entering the pool or spa.
- G. No smoking is allowed anywhere in the pool or spa area.
- H. No glass containers are to be used in and around the pool and spa area.
- I. No jumping, diving, running, horseplay or splashing that is annoying to others is allowed in or around the pool or spa.
- J. Persons who are incontinent or not toilet-trained shall not use the pool unless they wear pants which will prevent leaks. Appropriate pants are a swim diaper. A swim diaper is not a typical diaper. It is a tight-fitting nylon or latex alternative for a typical diaper. Typical disposable or cloth diapers are not permitted in the pool. Unit owner /occupant will be responsible for all charges for cleaning and disinfecting pool and spa from "accidents" involving human feces.
- K. No rafts, surfboards, "Boogie" boards or toys are allowed in the pool or spa.
- L. The pool may not be used for commercial or business purposes; provided, however, that nothing herein is intended to prevent an Authorized Person from receiving private swimming lessons, from his/her invited guest so long as the foregoing activity does not subject the project or any part thereof to the Americans With Disabilities Act or interfere with the use of the pool by others.

- M. No radios, CD players, tape players, or other noise generating items may be operated in the pool or spa areas except through headphones so as not to be audible by persons other than those persons using the headphones.
- N. No skateboards, roller skates, roller blades, or other similar devices are allowed in the pool or spa area.

#### IV. **Tennis Court Rules**

- A. The Tennis Court hours are 8:00 a.m. to 10:00 p.m. daily.
- B. General Policy

The Tennis Courts are for the use of the residents of the project and nonresident owners whose units are not rented, available for rent, or occupied, (hereinafter in these tennis court rules, residents of the project and nonresident owners whose units are not rented, available for rent, or occupied are collectively referred to as the "Authorized Residents"). Authorized Residents are permitted to use the Tennis Courts with their guests. Guests must at all times be accompanied by an Authorized Resident. Nonresident owners, whose units are rented, available for rent, or occupied may not use the Tennis Courts, except as a guest of an Authorized Person.

Only proper tennis attire, including non-marking tennis shoes will be allowed on the courts. All persons using the courts must follow recognized tennis court etiquette.

The tennis courts may not be used for commercial or business purposes; provided, however, that nothing herein is intended to prevent a resident from receiving private tennis lessons from his/her invited guest so long as the foregoing activity does not subject the project or any part thereof to the Americans with Disabilities Act.

- C. Court Reservations

1. Only Authorized Persons may make court reservations.
2. Reservations will be made through the Watchman (telephone: 926-1924) not more than forty-eight (48) hours in advance and may not be scheduled more than once every twenty-four (24) hours.
3. Court reservations must be made by the Authorized Resident intending to use court and may NOT be made by one Authorized Person for another Authorized Person.

4. Daily reservations for courts will be posted at 8:00 a.m. each day. Additional reservations after reservations are posted court-side by the Watchman must be made by contacting the Watchman.
5. There will be only one (1) reservation per apartment per day.
6. Players unable to use reserved time should make every effort to cancel their reservations.
7. Players arriving ten (10) or more minutes late will automatically forfeit their reserved time.
8. No player, under any circumstance (except Board approved tournaments), may reserve more than one (1) hour.
9. Unreserved court times will be available on a "first come" basis.

**D. Restrictions**

1. No radios, CD players, tape players, or other noise generating items are allowed in the tennis court area except through headphones so as not to be audible by persons other than those persons using the headphones.
2. No skateboards, roller skates, roller blades, or other non tennis activities are allowed in the tennis court area.

**V. BBQ Picnic Area Policy**

The Association of Apartment Owners of Lili'uokalani Gardens at Waikiki has enacted the following policy regarding the use of the barbecue/picnic areas.

- A. Authorized residents may reserve the BBQ/picnic area up to one week in advance by authorized residents via the watchman on duty using the signup sheet at one area per apartment per day. Reservations for the BBQ/picnic areas will be similar to that of the tennis court reservation system. Each reservation is first come first served for a period of four hours unless there are no other reservations requested after the four hour period. When finished Watchman will re-lock grill after it is determined that no repairs are required for any damages caused by the resident or his/her guests, and there were no occurrences of rules violations. Such violations may result in fines as described in the Lili'uokalani Gardens House Rules or the resident losing future BBQ use or other privileges.
- B. Residents must see the watchman on duty to unlock the reserved BBQ grill. Residents may use the BBQ/picnic areas daily from 8:00 am until 10:00 p.m. In keeping with the "Quiet Hours" of 10:00 p.m. until 8:00 am, as described in the Lili'uokalani Gardens House Rules. If the BBQ grill is not used within one hour

(NO SHOW) of reservation time, the reservation will be forfeited so that others may make use of the amenity.

- C. The resident host is responsible for the actions of his/her guests, and must ensure that all guests abide by the House Rules. Unnecessary loud noises and unruly behavior by the resident or his /her guests will not be tolerated. If such complaints are received, the watchman on duty has the authority to shut down the area and secure the BBQ area at any time.
- D. No outside, personal grills (hibachi, portable grills, etc.) may be used in the common areas, except for the portable grill owned by Lili'uokalani Gardens and used by persons renting the pool pavilion.
- E. When your gathering is over, please clean up as best you can. All trash should be placed in the trash receptacles, or neatly bagged for easy removal by the staff. The maintenance personnel will clean the grills and dispose of charcoal ashes in the morning. Please advise the watchman when you have vacated the picnic area, so he may secure the grill for the night.

## **VI. Monetary Fines**

In addition to any other rights and remedies available to the Association in enforcing the provisions of the Association's Declaration, Bylaws, these House Rules, and Chapter 514B, Hawaii Revised Statutes, the Board, pursuant to Article III, Section 2(u) of the Bylaws, shall have the power and authority to impose fines. Fines shall be imposed as follows:

### **A. Violations Which Do Not Pose A Threat to Persons or Property.**

In the event of a violation of the Declaration, Bylaws, these House Rules, or Chapter 514B, Hawaii Revised Statutes, that does not pose a threat to persons or property, as determined by the Board, the following procedure will be followed:

1. First Violation. A notice of the violation will be delivered and/or mailed to the violator or to the apartment of the violator. If the violation is ongoing (e.g., an existing unauthorized modification), a demand for compliance within a reasonable period of time will be made. If the violation has ceased (e.g., a noise disturbance that has ceased), a demand will be made that the violator not engage in further violations of that nature.
2. Second Violation or Continued Violation. If a second violation occurs or if the violation continues after the time period for compliance stated in the first notice has expired, a fine of \$50.00 may be imposed against the violator. A second notice of the violation will be delivered and/or mailed to the violator or to the apartment of the violator. If the violation is ongoing, a demand for compliance within a reasonable period of time will

be made. If the second violation has ceased, a demand will be made that the violator not engage in further violations of that nature.

3. Third Violation or Continued Violation. If a third violation occurs or if the violation continues after the time period for compliance stated in the second notice has expired, a fine of \$100.00 may be imposed against the violator. A third notice of the violation will be delivered and/or mailed to the violator or to the apartment of the violator. If the violation is ongoing, a demand for compliance within a reasonable period of time will be made. If the third violation has ceased, a demand will be made that the violator not engage in further violations of that nature. The matter may be referred to the Association's attorney for appropriate action after a third violation.
4. Fourth Violation or Continued Violation. If a fourth violation occurs or if the violation continues after the time period for compliance stated in the third notice has expired, a fine of \$200.00 may be imposed against the violator and, if the matter has not yet been referred to the Association's attorney, it will be referred to the Association's attorney for appropriate action.

If the violator is an occupant of an owner's apartment or a guest of an owner, a copy of any notice of violation may be delivered and/or mailed to both the violator and the owner of the apartment.

B. Violations Which Pose A Threat to Persons or Property.

In the event of a violation of the Declaration, Bylaws, these House Rules, or Chapter 514B, Hawaii Revised Statutes, that poses a threat to persons or property, as determined by the Board, the following procedures will be followed:

1. First Violation. A notice of the violation will be delivered and/or mailed to the violator or to the apartment of the violator and a fine of \$250.00 may be imposed against the violator. If the violation is ongoing, a demand for immediate compliance will be made. If the violation has ceased, a demand will be made that the violator not engage in further violations of that nature. The Board, in its discretion, may immediately refer the matter to the Association's attorney for appropriate action after the first violation.
2. Second Violation or Continued Violation. If a second violation occurs or if the violation continues after a first notice has been given for immediate compliance, a fine of \$350.00 may be imposed against the violator. If the violation is ongoing, a demand for immediate compliance will be made. If the violation has ceased, a demand will be made that the violator not engage in further violations of that nature. If the matter has not yet been referred to the Association's attorney, it may be referred to the Association's attorney for appropriate action.



3. Third Violation or Continued Violation. If a third violation occurs or if the violation continues after the second notice has been given for immediate compliance, a fine of may be imposed against the violator. If the violation is ongoing, a demand for immediate compliance will be made. If the violation has not ceased, a demand will be made that the violator not engage in further violations of that nature. If the matter has not yet been referred to the Association's attorney, it may be referred to the Association's attorney for appropriate action.

If the violator is an occupant of an owner's apartment or a guest of an owner, a copy of any notice of violation may be delivered and/or mailed to both the violator and the owner of the apartment.

C. Appeal from Fines.

Any person fined ("appellant") may appeal the fine as follows.

1. Notice of Appeal. By delivering to the Secretary or Managing Agent, within (20) days after the date of delivery or mailing to the appellant, whichever is first in time, of written notice of such fine, a written notice of his or her appeal and the reasons therefore. The delivery of a notice of appeal shall not halt the accrual of any ongoing fine imposed for the violation in which is the subject of the appeal. However, the Board of Directors may waive or rescind all or part of such fine for good cause at the time of the hearing of such appeal.
2. Time for Hearing Appeal. All appeals shall be heard at a meeting of the Board of Directors within ninety (90) days after the notice of appeal has been delivered to the Secretary or Managing Agent.
3. Procedure. A statement of facts upon which the fine was based shall be delivered or mailed to the appellant at least ten (10) days before the meeting. At the meeting, the appellant and/or any witnesses on his/her behalf may present his/her defenses and supporting evidence, if any. The Board may ask other persons to attend and present testimony and the Board may consider all relevant testimony, evidence, and information related to the offense.
4. Disposition of Appeal. The Board of Directors shall vote as to whether the fine and/or the amount thereof will be affirmed. If less than a majority of the directors participating in the meeting vote in the affirmative, the fine shall be rescinded. If a majority of the directors participating in the meeting vote to uphold the fine or any portion thereof, that sum shall be remitted by the appellant in full, within twenty (20) days of the date that the appellant is delivered or mailed written notice of the decision of the Board of Directors upon the appeal.

## **Article VII. Fair Housing**

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

### **Surfboard Rack and Bicycle Cage Rules/Use Agreement**

The Board of Directors of the Association of Apartment Owners of Lili`uokalani Gardens at Waikiki has adopted the following rules regarding use of the bicycle cage and the surfboard racks located in the bicycle cage in the parking garage. These rules will be strictly enforced.

A. All surfboard racks will be assigned via the Resident Manager's Office on a first come first serve basis.

B. The surfboard racks and bicycle cage may be used only by authorized residents.

Only one surfboard rack will be assigned per apartment. A reservation list will be kept by the Resident Manager.

Users of the surfboard racks must provide their own lock to secure their surfboard to the rack. A security key for the bicycle cage may be obtained from the Resident Manager for a \$50.00 security deposit.

C. The racks are for surfboard storage only. Only boards between 8 feet and 12 feet long will be allowed on the racks.

**No** kayaks, paddle boards, boogie boards, boats, skis, rafts, windsurfer sails and masts, or other items are allowed in the surfboard racks or bicycle cage area.

D. Surfboards must be stored on the surfboard racks only. Boards left on the floor or other areas of the bicycle cage or other common areas will be removed and impounded. All unauthorized surfboards or bicycles may be removed and disposed of by the Association. Any surfboards or bicycles deemed to be abandoned will be removed and disposed of in accordance with Section 514A-93.5, Hawaii Revised Statutes.

E. All surfboards and bicycles are stored at the owner's risk. Lili`uokalani Gardens at Waikiki is not responsible for any loss, theft, or damage to surfboards or bicycles stored at the project.

I have read the rules and I agree to abide by them.

SURFBOARD RACK NUMBER ASSIGNED: \_\_\_\_\_

\_\_\_\_\_  
Resident's Name (Print)

\_\_\_\_\_  
Resident's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Apartment Number

## LILI`UOKALANI GARDENS AT WAIKIKI

### GUIDELINES FOR PRIVATE CONTRACTORS/APARTMENT REPAIRS

The Board of Directors of Lili`uokalani Gardens at Waikiki asks that all private contractor personnel, apartment owners, their agents and tenants adhere to the following policies, when conducting work in individual apartments at Lili`uokalani Gardens.

- A. Private contractors, apartment owners, and tenants may conduct work that creates noises audible from outside of the apartment only during the hours of 9:00 a.m. to 5:00 p.m., Monday thru Friday. No such work is allowed Saturday, Sunday and holidays.
- B. Contractors must check in with the resident manager or watchman on duty to provide information concerning where they will be working on the property, and the type of work to be performed.
- C. Apartment owners, or their agents, are responsible for the conduct of personnel they employ to work on the property, and must see to it those personnel abide by this policy and the Lili`uokalani Gardens House Rules.
- D. House Rules regarding parking must be adhered to. There are two stalls reserved for commercial vehicle parking. See the watchman for assistance.
- E. Contractors hired to work in an apartment must restrict their work to that apartment and not utilize the common areas for any work activity or storage of supplies and equipment. Common areas must be protected from being soiled or otherwise damaged as a result of the work being done in the apartment. Apartment doors must remain closed during any renovation work, repairs, carpet cleaning, etc., in an effort to restrict excessive noise, dust and odors from the common areas and neighboring apartments.
- F. Contractors, apartment owners and residents are responsible for hauling all debris resulting from their work; such as, old carpets and padding, construction materials, old appliances, etc. These items may not be disposed of via condominium trash chutes and receptacles, or otherwise on the property.
- G. Common area utilities (water faucets, electrical outlets, etc.) may not be used by anyone without prior management approval. Only utility outlets within the apartment, in which work is being done, may be used.
- H. Contractors, owners and tenants must be wary of unreasonable noise, dust or odors caused by their work which may disturb other residents. In cases where noise, dust, or odors are deemed an unreasonable annoyance to others, the resident manager or the watchman on duty has the authority to stop the work until more acceptable arrangements can be made.

- I. Elevators may be reserved via the resident manager. Office hours are 8:00 a.m. to 4:00 p.m. Monday thru Friday. Phone number: 926-3636
- J. Owners are responsible to ensure that all work by contractors is in compliance with all federal, state and local codes.
- K. If replacing carpeting with any type of hard floor covering (wood, tile, vinyl etc.) an underlayment sound suppression at a minimum of 50 IIC (Impact Isolation Class) shall be utilized.

### **LILI'UOKALANI GARDENS AT WAIKIKI OCCUPANT FIRE EMERGENCY EVACUATION PROCEDURES**

The safety of Lili'uokalani Gardens residents should be the concern of each and every one of us. You have a responsibility to keep this fire and emergency evacuation procedure information available and to familiarize all occupants of your apartment of its contents.

It is strongly recommended that the residents formulate an evacuation plan of their own. Outlined below is some basic information in which may be helpful in developing your evacuation plan.

#### **I. EDUCATION**

- A. Study the floor plan of the corridor.
  - 1. Know the locations of the stairwell exits.
  - 2. Know the locations of the alarm pull boxes.
  - 3. Know the locations of the fire extinguisher cabinets.
- B. Familiarize yourselves with fire protective devices.
  - 1. Learn the proper way to operate a fire extinguisher.
  - 2. Know how to activate the alarm system by using the alarm pull boxes. The fire alarm can be recognized by a loud "whooping" siren.
  - 3. Obtain as much information as you can regarding our fire safety equipment, so you may possess a broader overall knowledge of our fire protection systems and how it directly pertains to you and your family. The Resident Manager or watchman will gladly assist you.

## II. PRE-PLAN

- A. Develop an emergency evacuation plan of your own, based on knowledge obtained and unique family circumstances.
- B. Educate household members and keep a copy of your emergency plan posted in a conspicuous location.
- C. Conduct practice sessions on a regular basis.

The procedures outlined are only intended as an aid to assist and guide you to safety. **Be aware that it is your basic responsibility to assess the situation and decide the best course of action to take in an emergency situation.**

## III. IF YOU DISCOVER A FIRE IN YOUR ROOM

- A. Do not panic. Stay calm.
- B. Try to get out and close the door. Once out of the apartment, activate the building's fire alarm by pulling down on the lever at the fire alarm box. There are two on each floor near the stairwell exits.
- C. Proceed calmly down the stairwell and exit at the ground level.
- D. **DO NOT USE THE ELEVATORS!**
- E. Upon reaching safety, call the Fire Department using the 911 number. Do not assume that someone else has already called.

## IV. IF THE FIRE IS NOT IN YOUR ROOM

- A. Leave the room only if you feel it is safe to do so. First, feel the door. If the door is cool and you decide to open it, use extreme caution. Open it slowly to check for signs of smoke or fire.
- B. If you decide to leave, do so with caution. Proceed directly to the nearest stairwell exit. If possible, activate the alarm if not already activated.
- C. If the door is hot, carefully determine your next course of action.
  - 1. If you feel it's safer to stay in the room, do not open the door.
  - 2. Call the Fire Department and tell them of your situation.
  - 3. Seal the front door cracks with wet towels.
  - 4. Shut off all fans and air-conditioners.
  - 5. Go to your window or lanai and signal for help.

- D. If you find yourself in a smoke-filled room or hallway, crawl as low to the floor as possible. Cleaner air will always be at the lowest point.
- E. Always keep your keys with you so you can re-enter your apartment if dangerous conditions force you to do so.

Keep in mind that you can increase your chance of survival by being prepared before disaster strikes. A well prepared, pre-determined plan will greatly increase your chances of making the right decisions in a time of emergency.

Take the time to become familiar with your surroundings and plan your route of escape beforehand. Keep your family well informed.

**REMEMBER - IF A FIRE STARTS --- STAY CALM.  
YOU ARE YOUR BEST CHANCE FOR SURVIVAL.**

## **LILIUOKALANI GARDENS AT WAIKIKI NOTICE OF ADOPTION OF ANTENNA POLICY**

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As a result of the Telecommunications Act of 1996, the Federal Communications Commission (“FCC”) was given the job of drafting a rule “to prohibit restrictions that impair a viewer’s ability to receive video programming services through devices designed for over-the-air reception of television broadcast signals, multichannel multipoint distribution service, or direct broadcast satellite services.” On August 6, 1996, the FCC released its rule (“FCC Rule”). Essentially, the rule preempts provisions in governing instruments of community associations that “impair” access to over-the-air television broadcast signals, multichannel multipoint distribution services, or direct broadcast satellite services. It is important to note that the FCC Rule pertains only to three specific types of antennas. These are:

1. Antennas designed to receive direct broadcast satellite services, including direct-to-home satellite services, one meter or less in diameter; or
2. Antennas designed to receive video programming services via multipoint distribution services, including multichannel multipoint distribution services, instructional television fixed services, and local multipoint distribution services, otherwise known as “wireless cable” services, one meter or less in diameter or diagonal measurement; or
3. Antennas designed to receive over-the-air television broadcast signals.

Not only is the FCC Rule limited to the three types of antennas mentioned above, but it pertains only to restrictions “on property within the exclusive use or control of the antenna user where the user has a direct or indirect ownership interest in the property.” This means that the FCC Rule does not apply to general common elements of the project nor does it apply to property in which the antenna user has no ownership interest.

Although the FCC Rule does preempt certain types of restrictions in governing instruments of community associations, it does not prevent community associations from adopting policies and rules related to the installation of antennas so long as the policies and rules do not preclude reception of an acceptable quality signal, unreasonably increase the cost of installation, maintenance, or use, or unreasonably delay or prevent the installation, maintenance, or use of the antenna. The FCC Rule also does not preempt rules necessary to accomplish a clearly defined safety objective.

In light of the foregoing, the Board has adopted an antenna policy related to the installation of antennas covered by the FCC Rule. The policy is intended to protect and preserve the uniform appearance of the project to the extent permissible under the FCC Rule. As such, if you are considering installing one of the three types of antennas covered by the FCC Rule, it is important that you read and comply with the enclosed antenna installation policy.



## **LILI'UOKALANI GARDENS AT WAIKIKI ANTENNA INSTALLATION POLICY**

### **A. Introduction**

This Antenna Installation Policy is adopted by the Board of Directors pursuant to Hawaii Revised Statutes Section 514B-140 and Article V. Sections 7 (e), (l) and (m) of the Restated By-Laws. The Board of Directors recognizes that the Federal Communications Commission has adopted Regulations that purport to preempt part of Article V, Sections 7 (e), (l) and (m) of the By-Laws. It is intended that these rules comply with all lawful provisions of the Federal Communications Commission regulations.

### **B. Definitions.**

1. "Reception Antenna" means an antenna, satellite dish, or other structure used to receive video programming services intended for reception in the viewing area and/or designed to receive or transmit fixed wireless signals. Examples of video programming services include direct broadcast satellite services, multipoint distribution services, and television broadcast signals. Fixed wireless signals means any commercial non-broadcast communications signals transmitted via wireless technology to and/or from a fixed customer location. Examples include wireless signals used to provide telephone service or high speed internet access to a fixed location. "Reception Antenna" does NOT include, among other things, Amateur ("HAM") radios, Citizens Band ("CB") radios and Digital Audio Radio Services ("DARS"), AM/FM radio signals. The mast supporting the Reception Antenna, cabling, supports, guy wires, conduits, wiring, fasteners, bolts or other accessories for the Reception Antenna is part of the Reception Antenna. A Reception Antenna that has limited transmission capability designed for the Viewer to select or use video programming is a Reception Antenna provided it meets Federal Communications Commission standards for radio frequency radiation.
2. "Similar Structures" are any structure, item, device, or equipment that is comparable in size and weight to a Reception Antenna and pose a similar or greater safety risk to a Reception Antenna.
3. "Transmission Antenna" means any antenna, satellite dish, or structure used to transmit radio, television, cellular, or other signals other than a Reception Antenna. An antenna that is used in conjunction with a Reception Antenna is not a Transmission Antenna if it:
  - a. Meets all requirements for Reception Antennas and Similar Structures:
  - b. Is necessary to enable the viewer to select the video programming the viewer will receive on the Reception Antenna:

- c. Transmits no signals other than those necessary to allow the viewer to select the video programming the viewer will receive on the Reception Antenna: and
  - d. Is no larger than necessary to transmit the video programming selections of the viewer.
4. "Exclusive Use Area" means any portion of the Resident's apartment or any portion of the limited common element as defined in the Declaration which is appurtenant solely to the Resident's apartment.
5. "General Common Element" means any common element not a limited common element appurtenant solely to the Resident's apartment. Residents do not have the exclusive use or control of any of the general common elements.

**C. Location, Size and Number Restrictions.**

1. Transmission Antennas are prohibited unless approved in writing by the Board of Directors prior to installation. The Board has the sole discretion in granting or denying the installation of a Transmission Antenna. If a Transmission Antenna is permitted by the Board, it shall, at a minimum, comply with the requirements for Similar Structures. The Board may place additional conditions and requirements on the installation of Transmission Antennas.
2. No Resident shall install or maintain Reception Antennas or Similar Structures on the Project except for Reception Antennas located on the Resident's Exclusive Use Areas.
3. A Reception Antenna or Similar Structure which encroaches on the air space of another Owner's apartment or limited common element or onto the General Common Elements does not comply with this rule.
4. Reception Antennas or Similar Structures must be placed in areas that are shielded from view from outside the Project or from other Units to the extend possible and consistent with their purposes; provided that nothing in this rule shall require a Reception Antenna to be shielded from view: (1) if it precludes reception of an acceptable quality signal unless no acceptable reception is available in any Exclusive Use Area: (2) if it would unreasonably increase the cost of installation: or (3) if it would unreasonably delay installation, provided further that screening may be required by the Board after the installation if it would not unreasonably impair the installation, maintenance or use of the antenna or similar structure. Reception Antennas shall be placed in the first of the following locations which allows reception of a signal of acceptable quality without unreasonably increasing the cost of the installation or unreasonably delaying the installation:

- a. Within the apartment:
  - b. Within an Exclusive Use Area inside the structure, if any:
  - c. Within the vertical boundaries of the lanai below the top of the railings/walls of the lanai.
  - d. Within the vertical boundaries of the lanai above the top of the railings/walls of the lanai, but within the Exclusive Use Area.
6. Reception Antennas and Similar Structures shall not be placed in areas where they block fire exits, walkways, ingress or egress from an area, fire lanes, fire hoses, fire extinguishers, safety equipment, electrical panels, water shut-off valves or other areas necessary for the safe operation of the Project. The purpose of this rule is to permit evacuation of the Units and Project and to provide clear access for emergency personnel.
  7. Reception Antennas and Similar Structures shall not be placed within two feet of electric power lines and in no event shall they be placed within an area where it can be reached by the play in the electric power lines. The purpose of this rule is to prevent injury or damage resulting from contact with the power lines.
  8. Reception Antennas shall be no larger than necessary for reception of an acceptable quality signal; provided that under no circumstances shall Reception Antennas for direct broadcast satellite services or multipoint distribution services be larger than one meter in diameter or diagonal measurement.
  9. Masts shall be no taller than necessary for reception of an acceptable quality signal; provided all masts taller than 12 feet if mounted above the first floor of the building shall require the prior written approval of the Board. The Owner shall provide detailed plans and specifications for the installation. The purpose of this rule is to address safety concerns relating to wind loads and the risk of falling structures. These safety concerns are heightened whenever structures are installed on a tall mast substantially above ground level.
  10. Masts shall not be installed closer to the lot line than the total height of the Reception Antenna plus the height of the structure on which it sits unless approved in writing by the Board. (In other words, a permit will be required if the structure is so tall that , if it falls, at least part of it will fall outside the apartment's courtyard or lanai area.
  11. No Resident may install more than on (1) television antenna or more than one (1) antenna from any video programming service provider.

**D. Installation.**

1. Installation of Reception Antennas and Similar Structures shall be by a qualified person knowledgeable about the proper installation of Reception Antennas and Similar Structures. The purpose of this rule is to promote the proper and safe installation of Reception Antennas and Similar Structures.
2. If installed by a contractor, the contractor shall be licensed and have insurance with the following minimum limits:
  - a. Commercial General Liability (including Completed Operations): \$1,000,000.00 and
  - b. Workers' Compensation: Statutory Limits.
3. Installation of a Reception Antenna or Similar Structure shall be in accordance with all applicable building, fire, electrical and related codes and a building permit shall be obtained if required by law.
4. Unless contrary to law or these rules, installation of Reception Antennas or Similar Structures shall be in accordance with the manufacturer's installation specifications. The installer shall have a copy of such specifications on site at all times during the installation. A copy of the specifications shall be provided to the Association within 72 hours of the installation.
6. Due to safety concerns relating to wind loads and the risk of falling structures masts, supports, and other structures more than 12 feet tall, prior written approval of the Board must be obtained. The Owner must submit an application including detailed drawings of the structure and methods of anchorage.
7. There shall be no penetrations of the walls, floors or ceilings of the building unless they are part of the Exclusive Use Area without the authorization of the Board of Directors or the Resident complies with the other provisions of these rules. Otherwise, the following devices may be used for transmission through the General Common Element walls, floors or ceilings:
  - a. Devices which permit the transmission of signals from one face of a glass pane to the other without cutting or drilling a hole through the glass pane:

- b. Devices which permit the transmission of signals from one face of a wall to the other face without cutting or drilling a hole through the wall:
  - c. Devices which permit the transmission of signals from the Covered Antenna to the television set through or over the air signals: and
  - d. Existing wiring for transmission of video programming signals.
8. If penetrations of the General Common Element walls, floors or ceilings of the building are made, the penetrations shall be properly waterproofed or sealed in accordance with acceptable industry standards and applicable codes. The purpose of this rule is to prevent structural damage to the building.
9. If Reception Antennas or Similar Structures are visible from outside the apartment, they must be painted to match the color of the building to the extent that the painting will not impermissibly impair the viewer's ability to install, maintain or use the Reception Antenna or Similar Structures. In addition, the Board may require a Resident to install inexpensive screens or plants to shield the Reception Antenna from view. Such a requirement may be imposed by the Board at any time.
10. In the event the addition of any screening or painting would unreasonably increase the cost of installation, the Association, at its option, may pay for a portion of the cost of the screening and the Owner shall permit the screening to be installed or the painting to occur.
11. Any Resident installing, maintaining, or using a Reception Antenna shall do so in such a way that it does not damage the General Common Elements or the Units, void any warranties of the Association or other Owners, or impair the water tight integrity of the buildings. The purpose of this provision is to prevent structural damage to the common elements.
12. Reception Antennas and Similar Structures shall be securely installed and masts shall be constructed of corrosive-resistant noncombustible materials. If necessary for a secure installation, the Reception Antenna and Similar Structure shall be secured to the Exclusive Use Area and have guy wires securing the device to the Exclusive Use Area. Guy wires, bolts, and similar items may not be attached to the General Common Elements or other apartments. The purpose of this Rule is to prevent the falling or other movement of structures. For purposes of these Rules, a relatively small structure, item, device or equipment that is only temporarily on the premises (i.e. a for sale sign placed on the property) for a short period of time shall not be required to comply with the requirements that they permanently secured.

13. For safety concerns relating to electricity and lightning, all Reception Antennas and Similar Structures shall be permanently and effectively grounded.
14. The Association, in the sole discretion of the Board, may provide video programming signals to the Residents. A Reception Antenna shall not be installed to receive a video programming signal that is provided by the Association. In the event that the Association provides video programming signals to the Residents, those Reception Antennas previously installed may be removed by the Association at its expense.

**E. Maintenance and Repair.**

1. The Owner shall be responsible for the maintenance of any Reception antenna on Similar Structure installed by the Owner or one of the Owner's Residents. Maintenance and repair shall include, but not be limited to:
  - a. Reattachment or removal within 72 hours of dislodgement from its original point of installation.
  - b. Repainting or replacement, if for any reason the exterior surface of the Reception Antenna or Similar Structure becomes worn, disfigured or deteriorated.
  - c. Repair or replacement, if for any reason the Reception Antenna or Similar Structure no longer retains its original condition.
  - d. Repair or replacement to prevent the Reception Antenna or Similar Structure from becoming a safety hazard.
2. Should the Owner fail to properly maintain the Reception Antenna or Similar Structure, the Association may, after notification to the Owner, fine the Unit Owner following notice and opportunity for hearing and take such further action, legal or otherwise, as permitted by Declaration or statute.
3. Except in an emergency situation, the Board shall notify the Owner, in writing that the Reception Antenna or Similar Structure requires maintenance, repair or replacement, and such maintenance, repair or replacement must be completed within 30 days of such notification unless extended by the Board.
4. If any required work is not completed within the time period for completion of the repair, maintenance or replacement, the Association may remove and/or repair the Reception Antenna at the expense of the Unit Owner, such expense being added to the Owner's assessment.

5. The Owner of the apartment or Exclusive Use Area in which the Reception Antenna or Similar Structure is located is responsible for all costs associated with his Reception Antenna including, but no limited to, costs to: (a) repair, maintain, remove and replace the Reception Antenna: (b) repair damages to the common elements, the Unit, other Units and other property caused by the installation, existence or use of the Reception Antenna: (c) pay for medical expenses incurred by persons injured by the installation, existence or use of the Reception Antenna: and (d) reimburse Residents or the Association for damages caused by the installation, existence or use of the reception Antenna.
6. It shall be the Owner's responsibility to remove any Reception Antenna or Similar Structure when the Association maintains, repairs, or replaces building components if the removal is necessary for the orderly completion of the work. Such removal shall take place within 72 hours of written notification, except in emergency conditions, when removal shall take place immediately. The cost of removal and replacement shall be the responsibility of the Owner.
7. Should the owner fail to remove the Reception Antenna or Similar Structure in a timely fashion, the Association may remove it at the expense of the Owner and the Association shall not be responsible for any damage to the Reception Antenna or Similar Structure.
8. In the event the Owner removes a Reception Antenna or Similar Structure, the Owner shall promptly restore the property to its original condition.

**F. Process and Procedure.**

1. In the event of a violation of these rules, the Association may bring an action for declaratory relief with the Federal Communications Commission (FCC) or any court having jurisdiction over the matter. If the rules have been upheld by the FCC or by court decision, any future violations shall result in a fine of \$10 a day commencing 21 days after the FCC or court determination. To the extent permitted by law, the Association shall be entitled to reasonable attorneys' fees and costs and expenses. In addition, the Association may seek injunctive relief.
2. Within 5 days of the installation of any Reception Antenna or Similar Structure a copy of the Notification Form attached hereto shall be submitted to the Resident Manager unless a Mast exceeding 12 feet above the first floor is installed which requires prior Board approval

**AOAO LILIUOKALANI GARDENS AT WAIKIKI**  
**Notification Form**  
**Installation of Reception Antennas**  
**And Similar Structures**

NOTE: This form must be completed and returned within five (5) days of the installation of an antenna unless a Mast exceeding 12 feet above the first floor is installed which requires prior Board approval.

Owner's Name: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

\_\_\_\_\_

Phones - Home: \_\_\_\_\_ Work: \_\_\_\_\_ Cell: \_\_\_\_\_

Unit Address: \_\_\_\_\_

\_\_\_\_\_

Type of satellite dish or antenna to be installed (check any that apply):

- DBS satellite dish – 1 meter or smaller (e.g. Dish TV)
- MMDS antenna (wireless cable) – 1 meter or smaller (e.g. GTE Americast)
- Television antenna

Installation will include a mast:    No            Yes

If yes, insert total height of mast: \_\_\_\_\_ feet (Note: mast may not exceed 12 feet above the first floor without obtaining prior approval of the Board.

Installation of the dish or antenna will be done by:

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_ Date of Installation: \_\_\_\_\_

Name of the insurer of any Contractor: \_\_\_\_\_

Attach a drawing showing the exact location of the Reception Antenna or Similar Structure and attach a diagram or drawing of the installation.

Does the location of the dish or antenna comply with the Association's House Rules?

Yes    No (If no, state in detail the reason for non-compliance on a separate sheet of paper.)

I acknowledge that I have read, understand and have complied or will comply with the Association's House Rules on antennas to the extent required by law. If any of the House Rules violates FCC regulations, my signing this statement does not deprive me of any of my rights under the FCC regulations. I further agree to be responsible for any and all costs associated with the antenna and will indemnify and defend the Association for any claims arising from my antenna.

Resident's Signature: \_\_\_\_\_

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



**LILI'UOKALANI GARDENS AT WAIKIKI  
NON-DISCRIMINATION POLICY**

Pursuant to Hawaii Revised Statutes 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 does 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 Hawaii Revised Statutes chapter 515 and the Federal Fair Housing Laws. 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;

In granting or withholding any approval or consent required under the Association's rules.

In enforcing requirements of the Association rules about occupancy restrictions or use of the recreational facilities which might unlawfully restrict families with children.

In connection with requests of disabled occupants or visitors of the project to have guide dogs, signal dogs, or other trained 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.

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.