

La Casa

RESIDENTS

HANDBOOK

2092 KUHIO AVENUE · HONOLULU, HAWAII 96815

LA CASA

HOUSE RULES

(Approved November 20, 1990)

PHONE NUMBERS

FIRE..... 911
POLICE..... 911
AMBULANCE..... 911

LA CASA

NIGHT WATCHMAN'S BEEPER.....525-0524
RESIDENT MANAGER'S OFFICE.....926-1406

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FIRE AND EMERGENCY INSTRUCTIONS

1. KNOW THE LOCATION OF

- a) Exits.
- b) Fire alarm box.
- c) Fire hose/extinguisher cabinets.

2. IN CASE OF FIRE IN YOUR ROOM

- a) Call Fire Department. Dial 911 or 0, then the Resident Manager (926-1406), if unavailable then call the Night Watchman's voice pager (525—0524), 9:00 p.m. to 5:00 a.m. ONLY!
- b) Leave your room. Close door to room on fire.
- c) Pull fire alarm.
- d) Leave building. Walk down stairs. (DO NOT USE ELEVATORS).

3. WHEN YOU HEAR THE FIRE ALARM BELL

- a) Feel door, if cool and no visible smoke, open door cautiously.
- b) Take your apartment key. Leave apartment and alert others.
- c) Use nearest stairway. (DO NOT USE ELEVATORS).
- d) If stairway contains smoke, use the other stairway.
- e) Do not block stairway doors in open position.
- f) Leave building. Walk **DOWN** the exit stairs. (DO NOT USE ELEVATORS).

4. IF UNABLE TO LEAVE DUE TO HEAT OR SMOKE

- a) Keep calm - DO NOT PANIC.
- b) Use telephone to call for help.
- c) Do not try to leave through windows or lanai.
- d) Seal under door and vents with wet towels.
- e) Leave your door unlocked, if possible.
- f) Do not break windows.
- g) Keep low to floor where air is clearest.
- h) Listen for instructions and wait for rescue.

5. DO NOT RETURN TO YOUR APARTMENT

- a) To retrieve any personal items left behind.
- b) To assist another in leaving the building unless accompanied by Fire Fighting Personnel.
- c) UNTIL YOU HEAR THREE (3) SHORT RINGS OF THE FIRE BELL SIGNALLING AN ALL-CLEAR SIGN FOR YOU TO RETURN.

6. IF YOU ARE DISABLED,
And would require assistance in an emergency, register with the Resident Manager.

7. NIGHT WATCHMAN (Voice Pager)

The Night Watchman is on duty from 9:00 p.m. until 5:00 a.m. on Friday and Saturday nights ONLY. If unable to contact the Resident Manager during these hours and an emergency arises, the Night Watchman may be contacted by calling his “voice pager” (525-0524).

When you call the Watchman on his “voice pager”, you will hear a short tone or beep, immediately, without waiting for a response, start speaking - speak slowly and distinctly. You will have 20 seconds to send your message, which should be:

- a) Apartment number.
- b) Problem - precise and to the point.
- c) Your telephone number.
- d) Your name.

Please realize that the “voice pager” system is not two—way —you will not hear the Watchman answering you, but if you speak precisely and distinctly, the Watchman will respond.

FIRE EQUIPMENT LOCATIONS

1. FIRE ALARM PULL BOX

Located on corridor wall in front of the elevators.

Located inside door, mauka stairwell.

TO ACTIVATE, PULL DOWN HANDLE.

2. SMOKE TOWER STAIRWELLS

There are two SMOKE TOWER STAIRWELLS designed to be smoke-free during an actual fire, located on the Mauka and Makai end of each hallway.

3. FIRE HOSE/EXTINGUISHER CABINET

Each floor in La Casa is equipped with TWO FIRE

HOSE/EXTINGUISHER CABINETS mounted into the wall.

Each cabinet contains one fifty (50) foot hose with nozzle and one portable fire extinguisher.

TO USE, open the cabinet by breaking glass and turning the handle. For small fire, take out fire extinguisher. For large fire, take out fire hose by nozzle and turn on valve.

4. FIRE ALARM BELL

- a) The FIRE ALARM BELL sounds ONLY in the building. If there is an actual fire in your apartment, you must still call THE FIRE DEPARTMENT (911). The fact that the building alarm bell rings does NOT mean there is an actual fire, but BE ALERT! It could be a fire, a malfunction of the system or a prankster. DO NOT USE THE ELEVATORS at any time while the fire alarm bell is ringing.
- b) Should there be a fire in the trash room and/or trash chute, the sprinkler system will activate and trigger a single alarm bell on Parking Level 1 — floor alarms will not go off. If you hear a single bell and the alarm on your floor is not ringing, relax! A trash room/trash chute fire is contained and promptly extinguished by sprinklers — you may smell smoke or a burning odor, BUT DO NOT PANIC, notify the Resident Manager or Night Watchman (525-0524, 9:00 p.m. to 5:00 a.m. ONLY).
- c) DO NOT PULL FLOOR ALARMS UNLESS YOU KNOW THERE IS AN ACTUAL FIRE. IRRESPONSIBLE ACTIONS, EVEN THOUGH WELL INTENDED, CAN CREATE PANIC, AND INJURE PEOPLE.

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I. OCCUPANCY

- A. Any person intending to reside at La Casa for a period of two weeks or longer must be registered with the Resident Manager.
- B. La Casa shall be used as a residential complex and shall not be used for commercial or business purposes (provided, however, that this shall not be construed to prohibit the accessory or incidental use of a portion of an apartment for a study or home office which is appropriate or helpful to the conduct of the owner's business affairs, subject to existing zoning laws and ordinances).
- C. An absentee owner, at his expense, must have an agent, or friend, conduct periodic inspections of his apartment, assuming the responsibility for the contents thereof.
- D. Except as otherwise provided herein, no livestock, poultry, or other animals whatsoever shall be allowed or kept in any part of the project except that fish and small caged birds in reasonable number may be kept in the apartments. Notwithstanding any other provision herein, visually impaired persons may keep certified seeing-eye dogs and hearing impaired persons may keep certified signal dogs in their apartments. See Article VII A.
- E. All apartment owners and tenants shall be responsible for the conduct of all occupants in their apartments, and all guests, invitees, and persons coming upon and/or using the premises on behalf of or with the permission of such owners and/or tenants and shall, at all times, ensure that the behavior of such persons is neither offensive to any occupant of the project nor damaging to any portion of the common elements. No one will be permitted to play in corridors, lobbies, elevators or the parking garage.
- F. Subject to the terms of the apartment lease and the By—Laws of the Association, an apartment owner may lease his apartment or make it available to friends, but the person or persons leasing, renting or living in the apartment shall abide by the House Rules, and the owner shall assume responsibility for the occupant's conduct. The owners/agents must notify the Resident Manager, in writing, of the names and length of anticipated occupancy of lessees, renters or guests and must deliver to the lessees, renters or guests a copy of these House Rules.

G. Upon request of the Board of Directors or Managing Agent, an apartment owner shall immediately abate and remove, at his expense, any structure, thing or condition in contravention of these rules or the standards of reasonable conduct which are caused or permitted by his lessee, renter or guest; or, if the apartment owner is unable to control the conduct of the lessee, renter or guests, he shall, upon request of the Board of Directors or Managing Agent, immediately remove such lessee, renter or guest from the premises, without compensation for lost rentals or any other damage resulting therefrom.

H. Owners shall be responsible for designating a local agent to represent their interest if their residence is off the Island of Oahu or if they will be absent from the apartment for more than thirty (30) days. Such owners shall file with the Resident Manager their current out-of-town address and telephone numbers, and provide the Resident Manager with written notification of the current name, address and telephone number of any rental agent as well as a copy of the rental agency agreement or contract. Owners must provide to the Resident Manager a file set of keys to their apartment for emergency use.

II. COMMON AREAS. ENTRANCES & LANAIS

A. The sidewalks, passageways, lobby, and stairways must not be obstructed or used for any purpose other than ingress and egress.

B. Each owner of a residential apartment shall be responsible for the care and maintenance of the lanai which is included in his apartment. Such owner may not, however, paint or otherwise decorate the walls and ceilings of the lanai without the prior approval of the Board of Directors.

It is intended that the exterior of the building shall present a uniform appearance and, to effect that end, the Board may require the painting of walls and ceilings of each lanai and regulate the type and color of paint to be used.

The Board is authorized to contract for the painting of all of the walls and ceilings of the lanais and to make payment therefor out of the maintenance fund. Plants or plantings will not be placed on top of lanai exterior walls/railings.

- C. Appropriate furniture and small plants should be used on lanais and any unsightly or disturbing items shall be removed upon request of the Resident Manager. Appropriate banners commemorating holidays or festivals may be displayed from lanais on holidays. The United States and Hawaii State flags may be displayed at all times.
- D. Textile items, including towels, bathing apparel and clothing, brooms, mops, cartons, etc., shall not be placed on lanais or passages or in windows so as to be in view from outside the building or from apartments above or below, or from street level.
- E. All plants shall be placed in containers so as to prevent the dripping of water or soil onto other apartments or the common elements. Care will be taken in scrubbing lanais so as to prevent water from running down the exterior of the building.
- F. Nothing shall be thrown from lanais, windows, entrance balconies, etc.
- G. No shoes, sandals, dry cleaning, toys, etc., shall be allowed to remain in view at the front entrances to apartments.
- H. THE THROWING OF FIRECRACKERS FROM LANAIS AND THE EXPLOSION OF ANY FIREWORKS ANYWHERE ON THE BUILDING GROUNDS OR WITHIN THE BUILDING IS EXPRESSLY PROHIBITED BY STATE LAW AND CITY ORDINANCE.
- I. Occupants shall place their own trash and garbage down the trash chute. All trash and garbage placed in the trash chute must be wrapped. Bottles, cans or any breakable object may be deposited in the trash chute as long as they are placed in plastic trash bags and securely tied. Boxes or any other bulky objects may not be deposited in trash chutes as they cause severe blockages. All newspapers are to be put in trash bags or rolled and tied. Trash is to be deposited in trash chutes only between the hours of 8:00 a.m. to 8:00 p.m.
1. Under no circumstances shall volatile or inflammable substances be disposed of in the trash chute or trash compactor.

2. Furniture, appliances or other bulky items which will not fit into a 25-gallon trash bag must be removed by the responsible party. Any charges incurred by the Association for removal of bulky items will be charged against the responsible apartment owner.
- J. The feeding of birds, other than caged pets, in any apartment or on any private lanai or common area is prohibited.
 - K. Any person, corporation, partnership, business or other entity which conducts or causes two or more groups of persons to enter or be present upon the common elements of La Casa for any reason whatsoever, must stagger the entry of any such groups by a period of at least fifteen (15) minutes, to prevent overcrowding of the elevators, lobbies, hallways, and/or traffic congestion.
 - L. Any person, corporation, partnership, business or other entity which conducts or causes two or more groups of persons to enter or be present upon the common elements of La Casa for any reason whatsoever, must ensure that the exit of any such groups is staggered by a period of at least fifteen (15) minutes, to prevent overcrowding of the elevators, lobbies, hallways, and/or traffic congestion.
 - M. Any person, corporation, partnership, business or other entity which conducts or causes two or more groups of persons to enter or be present upon the common elements of La Casa for any reason whatsoever, shall refrain from making any sales pitches, presentations, or informational briefings within or upon any of the common elements.
 - N. The hallways of the residential apartment floors are to be used only for purposes of egress and ingress to and from residential apartments. In order to prevent overcrowding of these areas, no groups of persons shall congregate or loiter in residential hallways at any time.
 - O. As used in paragraphs K through N of Section II of the House Rules, a group of persons shall mean any group of six (6) or more persons.

- P. No owner or agent may place a “For Sale,” “For Rent,” or “Open House” sign on any portion of the interior or exterior of the building, parking structure or grounds without the approval of the Board of Directors via their representatives, the Managing Agent or Resident Manager.
- Q. Notwithstanding any other provision herein to the contrary, owners may install lanai enclosures upon obtaining the prior written approval of the Board of Directors and upon full compliance with this Paragraph Q.

The Board shall have the authority to withhold approval of the installation of any lanai enclosure, at its discretion, on aesthetic grounds, to preserve the uniformity of the appearance of the project, or for any other reason, provided that such approval shall not be unreasonably withheld.

The Board of Directors may adopt reasonable regulations with regard to the type of enclosures that may be installed at the project and may require that the owners submit plans and specifications, prepared by a licensed architect if so required by the Board, to the Board for its approval. Appendix A attached hereto includes procedures to be followed by owners wishing to install lanai enclosures. A copy of plans and specifications for lanai enclosures that have been approved by the Board may be obtained from the Resident Manager for a modest fee to cover duplication costs.

The Board may approve such other plans and specifications for lanai enclosures as it deems appropriate from time to time. The Board may require an owner to provide the Board and the Association with an indemnification agreement with respect to any lanai enclosure approved by it and to pay any attorneys’ fees and costs incurred by the Association or the Board in connection with any request by said owner to install a lanai enclosure.

In addition to the right of the Board of Directors to withhold its approval for the reasons stated above, the Board of Directors may withhold its approval with respect to the request of any owner to install a lanai enclosure if the owner making such request fails and/or refuses to strictly comply with the above—discussed regulations.

Any lanai enclosure authorized under this section shall be maintained by the owner of the apartment to which the lanai is appurtenant at such owner’s sole cost and expense. If any owner shall fail to maintain and repair his or her lanai enclosure, said owner shall remove the same, at his or her sole cost and expense, upon the request of the Board of Directors and return the lanai to its original unaltered configuration.

The Board may, from time to time, require any owner who has enclosed his or her lanai pursuant to this provision, at his or her sole cost and expense, to paint his or her lanai and the Board may regulate the type and color of paint to be used.

R. Air-conditioning units may not be installed in any walkway window. Notwithstanding any other provision herein to the contrary, owners may install air-conditioning units in their apartments provided that such air—conditioning units do not protrude through or extend beyond the lanai railings or the perimeter boundaries of the lanais and, provided further, that the prior written approval of the Board of Directors is first obtained and that the terms of this Paragraph R are fully complied with.

The Board shall have the authority to withhold approval of the installation of any air-conditioning unit, at its discretion, on aesthetic grounds, to preserve the uniformity of the appearance of the project, or for any other reason, provided that such approval shall not be unreasonably withheld.

The Board of Directors may adopt reasonable regulations with regard to the type of air-conditioning units that may be installed at the project and may require that the owners submit plans and specifications, prepared by a licensed architect if so required by the Board, to the Board for its approval. Appendix A attached hereto includes procedures to be followed by owners wishing to install air-conditioning units.

A copy of plans and specifications for air-conditioning units that have been approved by the Board may be obtained from the Resident Manager for a modest fee to cover duplication costs. The Board may approve such other plans and specifications for air-conditioning units as it deems appropriate from time to time.

The Board may require an owner to provide the Board and the Association with an indemnification agreement with respect to any air-conditioning unit approved by it and to pay any attorneys' fees and costs incurred by the Association or the Board in connection with any request by said owner to install an air-conditioning unit in his or her apartment.

In addition to the right of the Board of Directors to withhold its approval for the reasons stated above, the Board of Directors may withhold its approval with respect to the request of any owner to install an air— conditioning unit if the owner making such request fails and/or refuses to strictly comply with the above—discussed regulations. Any air—conditioning unit authorized under this section shall be

maintained by the owner of the apartment in which the air-conditioning unit is installed at such owner's sole cost and expense. If any owner shall fail to maintain and repair his or her air— conditioning unit, said owner shall remove the same, at his or her sole cost and expense, upon the request of the Board of Directors and return the area in which the air-conditioning unit was installed to its original unaltered configuration.

- S. Notwithstanding any other provision herein to the contrary, owners may install air vents in their apartments upon obtaining the prior written approval of the Board of Directors and upon full compliance with this Paragraph S.

The Board shall have the authority to withhold approval of the installation of any air vents, at its discretion, on aesthetic grounds, to preserve the uniformity of the appearance of the project, or for any other reason, provided that such approval shall not be unreasonably withheld.

The Board of Directors may adopt reasonable regulations with regard to the type of air vents that may be installed at the project and may require that the owners submit plans and specifications, prepared by a licensed architect if so required by the Board, to the Board for its approval. Appendix A attached hereto includes procedures to be followed by owners wishing to install air vents. A copy of plans and specifications for air vents that have been approved by the Board may be obtained from the Resident Manager for a modest fee to cover duplication costs.

The Board may approve such other plans and specifications for air vents as it deems appropriate from time to time. The Board may require an owner to provide the Board and the Association with an indemnification agreement with respect to any air vents approved by it and to pay any attorneys' fees and costs incurred by the Association or the Board in connection with any request by said owner to install an air vent in his or her apartment. In addition to the right of the Board of Directors to withhold its approval for the reasons stated above, the Board of Directors may withhold its approval with respect to the request of any owner to install an air vent if the owner making such request fails and/or refuses to strictly comply with the above—discussed regulations.

Any air vent authorized under this section shall be maintained by the owner of the apartment in which the air vent is installed at such owner's sole cost and expense. If any owner shall fail to maintain and repair his or her air vent, said owner shall remove the same, at his or her sole cost and expense, upon the request of the Board of Directors and return the area in which the air vent was installed to its original unaltered configuration.

III. USE OF RECREATION DECK AND FACILITIES

- A. Use of the recreation deck shall be limited to apartment owners, lessees, renters, members of their families and guests in a reasonable number as determined by the Board. Non—residents shall not use the recreation deck unless accompanied by a resident of the building.
- B. The recreation deck will be open during the hours posted.
- C. If the Jacuzzi and/or saunas would pose a risk to the health, safety, and/or welfare of a person, that person may not use the Jacuzzi and/or sauna without proper supervision.
- D. No rafts, large toys, tanks and diving gear, athletic equipment or other inappropriate equipment shall be permitted on the recreation deck.
- E. If the recreation deck would pose a risk to the health, safety, and/or welfare of a person, that person may not use the recreation deck without proper supervision.
- F. No horseplay will be allowed on the recreation deck. All portable radios, tape decks, TV's etc., brought onto the recreation deck must be used with earphone or headsets.
- G. All persons must shower before entering the Jacuzzi or sauna.
- H. Users must dry themselves completely before leaving the recreation deck.
- I. No containers or any breakable material shall be permitted on the recreation deck. No food or drink shall be permitted in the immediate area of the Jacuzzi (within four (4) ft.).
- J. Nudity, obscene or offensive language, use of illegal substances and drunkenness will not be tolerated.

- K. No person with open wounds or bandages shall be allowed in the sauna or Jacuzzi.
- L. The lanais of the residential apartments shall not be used for barbecuing.

IV. PARKING AREAS

- A. Parking stalls are for authorized motor vehicles only and will not be used for storage of any kind. Residents shall not use any stall(s) other than those assigned to their apartment(s). Each apartment owner is responsible for vehicles in his parking stall.
- B. No car shall be left unattended at the lobby entrance or in the entry driveways or in any other area designated as a no parking zone.
- C. Each apartment owner, rental agent, or tenant shall advise the Resident Manager in writing of the type of vehicle being used and the license number of such vehicle.
- D. Vehicles shall be centered in parking spaces so as to prevent crowding of adjacent spaces and/or blocking of passages.
- E. Violators of parking regulations shall have their cars towed away at their expense. If the violator is a lessee, renter or guest of any owner, the vehicle owner shall be jointly and severally responsible for payment of the towing and storage charge.
- F. Washing of motor vehicles is permitted during the times posted in the loading dock area only. Deliveries shall have priority in the use of the loading dock. Polishing of motor vehicles is permitted only in the assigned parking stalls. The areas used in cleaning and/or polishing of vehicles must be thoroughly cleaned after completing the cleaning and/or polishing. Washing, cleaning and polishing must be done in a manner so that no damage occurs to the common areas, adjacent vehicles or the apartments of others.
- G. No mechanical repairs or maintenance of any kind shall be performed on any motor vehicle, boat, surfboard or any other equipment on the premises.

- H. Parking spaces C-14 and C-15 are to be used for resident and guest parking of bicycles and mopeds and storage of surfboards according to such procedures as may be established by the Board from time to time.
- I. Guests shall park only in the designated guest parking areas (Stalls 121 through 128, 6th level). Guest parking spaces shall not be used regularly by the same guests and shall not be used for an unreasonable period of time on any occasion. An unreasonable period of time is defined as no more than twenty four hours consecutively, unless circumstances dictate that the Resident Manager require the vehicle to be removed prior to that time. That is, no vehicle may be parked in a guest parking stall for a period in excess of twenty four hours unless prior arrangements have been made with the Resident Manager. If, in the Resident Manager's judgment, a guest parking stall is available, a registered occupant may make arrangements for an off-island guest to use a guest parking stall for a period not to exceed one week.

The registered occupant must provide the Resident Manager with the make, model, color and license number of each such temporary vehicle and the Resident Manager will, in turn, provide the occupant with a "temporary" placard for display on the dashboard of the vehicle. The Resident Manager shall verify the validity of the guest relationship of any person using a guest parking space. It is the responsibility of each apartment owner/occupant to inform his guests not to park in vacant spaces unless arrangements have been made for such use.

- J. Nothing other than fully roadworthy and "street legal" motor vehicles with an effective State of Hawaii safety inspection decal, currently registered and licensed with the State of Hawaii or another state shall be placed in parking stalls.

Non-operational vehicles that in the opinion of the Board of Directors are derelict, constitute a hazard and/or eye sore, detracting from the general appearance of the building, will be towed from the premises and stored at the apartment owner's expense. A written notice of intent to tow will be placed on the vehicle, giving a 7 day notice by La Casa management.

- K. Owners/operators of vehicles with oil leaks will be given a one day notice to correct the condition and clean the parking stall or be held liable for cost of absorb-oil compound (25 lb. bag) and labor to clean the stall.

- L. Security gate transmitters may be issued to occupants, for a refundable deposit of \$50.00 each, on a one—for—one basis with respect to parking stalls authorized for the occupant. New owners and/or residents are responsible for obtaining the transmitters from their predecessors. In order to receive a transmitter, the resident, owner and agent (if any), and each vehicle, must be registered with the Resident Manger.
- N. When workmen are performing work in/on an apartment or a delivery is being made to an apartment, the occupant shall advise the truck/vehicle driver to use his assigned parking stall. If the truck/vehicle is to be parked for only a short time, the ground floor loading dock may be used provided that a card listing the apartment/name and phone number where the work/delivery is being done is placed on the dashboard clearly visible through the windshield. Guest parking spaces will not be used for workmen, tradesmen or deliveries.

V. NOISE

- A. Avoid disturbing other occupants by excessive noise of any type at any time. Be considerate of other residents at all times.
- B. When using the stairwells, do not allow the doors to slam.
- C. No workmen will be allowed in the building before 8:00 a.m. or after 7:00 p.m., except in an emergency.
- D. Radios, TV's, stereos, etc., must be played at reduced volume between 10:00 p.m. and 8:00 a.m.
- E. After 10:00 p.m. all persons using passageways, stairways, sidewalks and driveways within the Condominium shall keep noise to a minimum.
- F. Excessive noise at any time should be reported to the Resident Manager or the watchman on duty who will take appropriate action.
- G. The residential apartment entry doors shall not be allowed to slam shut, and all persons shall exercise extreme care that these doors shall be quietly opened and closed.

VI. BUILDING MODIFICATIONS

- A. No structural changes of any type shall be permitted by an apartment owner except in accordance with the Bylaws.
- B. No awnings, shades, windbreaks, or any other object, which is visible from the outside of the building, shall be installed except as approved by the Board of Directors.
- C. No signs, signals or lettering shall be inscribed or exposed on any part of the building, nor shall anything be projected out of any window or off any lanai.
- D. No projections shall extend through any door or window opening into any corridor or beyond the exterior face of the building.
- E. No radio or TV antenna shall be erected or maintained outside the physical confines of the apartment.
- F. Draperies or blinds visible from the street must be white or off—white in color (for uniform appearance).
- G. No additions or alterations to the original design of the apartment will be permitted which are visible from the exterior of the building, except as specified herein.
- H. None of the provisions of the Project documents are intended to be in contravention of the State Fair Housing Act or the Federal Fair Housing Act. 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 cost, 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, which would interfere with, said handicapped persons' equal opportunity to use and/or enjoy their apartments and/or the common elements of the Project.

VII. PETS

- A. These regulations do not restrict the right of any resident to maintain fish or small caged birds (in reasonable number), so long as they do not disturb other owners or occupants, provided, however, that such fish and small caged birds may not be used for any commercial purpose. These regulations shall not restrict visually impaired persons from keeping certified seeing-eye dogs and hearing impaired persons from keeping certified signal dogs in their apartments. The harboring of rabbits, monkeys, rodents, or poultry is not allowed.
- B. No visiting pets, other than certified seeing-eye dogs and certified signal dogs needed to assist visually impaired and hearing impaired persons, respectively, are allowed on the premises.
- C. Notwithstanding the above, any damage to the building, grounds, flooring, walls, trim, finish, tile, carpeting, stairs, or other portions of the project, caused by a pet, will be the full responsibility of the offending pet owner. Any damage caused by cleaning chemicals or other such materials used in an attempt to remedy said damage is also the full responsibility of the offending pet owner, who shall pay the full cost of restitution or removal and/or replacement of items damaged by the pet.
- D. Financial and all other responsibility for any personal injury caused by a pet, or any personal property damage to any owner, occupant, guest, employee of La Casa, or to any member of the public shall be that of the offending pet owner.

VIII. TEMPORARY RESIDENTS

- A. Every tour director/rental agent will provide his client(s) an information sheet which indicates La Casa is not a hotel. Any problems encountered within the apartment will be brought to the attention of the tour director/rental agent.
- B. No message service is available, except valid emergencies.
- C. A La Casa Resident Information Card must be completed and furnished by the owner, or rental agent to the Resident Manager's office on date of initial arrival; if arrival is after 5:00 p.m., by 12:00 noon the following day. Residents will not be admitted to apartments in the event of a lock-out, unless this Information Card is on file in the Resident Manager's Office.
- D. Luggage will not be stored in the lobbies or other common areas awaiting transportation. The loading dock area may be used, if the items are attended.

- E. Each owner, or rental agent will provide their temporary residents with the phone number of a local contact.

IX. GENERAL

- A. Furniture placed in the common areas is for use in those specific areas and must not be removed therefrom.
- B. La Casa employees shall not be asked to perform work within any apartment or asked to leave the premises for any reason.
- C. No solicitations or canvassing will be allowed in the building at any time.
- D. Advance notice must be given the Resident Manager when household goods or large items of furniture are to be moved so the elevator can be protected by pads and proper scheduling can be maintained. Move—ins and move—outs shall be conducted only between the hours of 8:00 a.m. and 5:00 p.m.
- E. The Resident Manager is not required to give access to apartments without the written permission of the owner.
- F. Residents shall file their name, address, phone number, vehicle information, signature, etc., with the Resident Manager. In addition, for emergency use, each owner, whether resident or non—resident, shall furnish the Resident Manager with a file set of keys for all entrance door locks to the apartment. These keys will be placed in the Key Safe in the Resident Manager’s Office.
- G. Each apartment owner shall comply with these House Rules and is responsible for his/her renters’ and guests’ compliance with same. Violations of the House Rules may result in, but is not limited to, eviction of the occupants and/or monetary penalties. In the event expenses are incurred due to violation of House Rules by owners, renters, or guests, the owners shall be responsible for payment of same.
- H. In accordance with Hawaii State Law, each off— island owner will provide the Resident Manager with the name, address and telephone number of his/her local rental agent.
- I. Building security keys will be issued only to owners, or registered agents, or with the written authorization of an owner. Four keys per apartment will be issued for a refundable deposit of \$50.00 each.

In order to receive a key, the owner, resident and agent (if any), must be registered with the Resident Manager. Persons occupying or owning apartments where a Condition exists which violates the House Rules, will not be issued keys.

CONCLUSION

The violation of any House Rule adopted by the Association of Apartment Owners of La Casa shall give the Board of Directors or its Agent the right to:

1. Enter the apartment in which, or as to which, such violation or breach exists and to summarily abate and remove, at the expense of the defaulting apartment owner, any structure, thing or condition that may exist therein contrary to the intent and meaning of the provisions hereof and the Board of Directors of the management firm shall not thereby be deemed guilty in any manner of trespass; or
2. To enjoin, abate, or remedy by appropriate legal proceeding, either at law or in equity, the continuance of any such breach, and all costs thereof, including attorney's fees, shall be borne by the defaulting apartment owner.

In case of dispute over the meaning or intent of any of the terms or requirements of these House Rules, the decision of the Board of Directors shall be determinative.

The Board of Directors reserves the right to modify and/or amend from time to time these House Rules as may be deemed needful for the safety, care, and cleanliness of the premises and for securing the comfort and convenience of all the residents of La Casa.

The foregoing House Rules were approved and adopted by the La Casa Board of Directors on November 20, 1990.

LA CASA HOUSE RULES
APPENDIX A

Article II, Paragraphs Q, R, and S of the attached House Rules provide for the installation of lanai enclosures, air—conditioning units, and air vents, respectively, subject to compliance with certain conditions and requirements stated therein. The steps and procedures that must be followed before owners may install lanai enclosures, air—conditioning units, and air vents, and additional requirements regarding such alterations and additions are set forth in this Appendix A.

Plans and specifications for lanai enclosures, air—conditioning units, and air vents have been prepared and are available to all owners from the Resident Manager for a modest fee to cover duplication costs. These plans and specifications have been approved by the Board of Directors and were approved by the Association at its 1990 annual meeting.

Owners wishing to install a lanai enclosure, air—conditioning unit, or air vent may do so provided they follow the steps listed below and comply with all other provisions of the Association’s Declaration, By—Laws, and House Rules and Hawaii law. It should be noted that only these installations are approved. Should an installation vary from the approved design, in any way, the Board may require that it be modified or removed at the owner’s expense.

STEPS TO FOLLOW FOR APPROVED LANAI ENCLOSURES,
AIR-CONDITIONING UNITS, AND AIR VENTS

1. Obtain a copy of the plans and specifications for the work from the Resident Manager along with a renovation agreement (“Agreement”) agreeing, among other things, to perform the work in a certain manner, maintain the installation, and indemnify the Association from damage or injury during construction or from the installation.
2. Submit to the Resident Manager for presentation to the Board:
 - A. The signed and notarized Agreement (“Agreement”).
 - B. A letter formally requesting permission to install the lanai enclosure, air—conditioning unit, and/or air vent.
 - C. Proof that the work will be performed by a licensed contractor with a valid license.
 - D. Proof of insurance.

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- E. If required, a copy of the building permit issued by the City and County Building Department.
 - F. A retainer for legal fees, if required.
3. Comply with any and all other rules, regulations, requirements, or conditions established by the Board of Directors from time to time.

Provided these steps are followed, tentative permission for construction will be granted in writing. Then work may begin. When the job is complete, the Resident Manager will inspect the installation to ensure compliance with the approved design and the other requirements discussed above. He will report his findings to the Board and recommend approval if everything is in order.

When final approval is granted by the Board, the Agreement will be filed in the Office of the Assistant Registrar of the Land Court of the State of Hawaii by the Association's attorney. All costs and attorneys' fees incurred by the Association in connection with the Agreement or the alteration or addition are the responsibility of the owner. These fees will vary from unit to unit. The amount of the retainer will be adjusted to cover inflation. If any portion of the retainer is unused it will be returned.

LANAI ENCLOSURES

In response to a request from an owner to enclose his lanai, the Board of Directors had plans and specifications drawn up by Granger Pacific, Inc., which were approved by the Board and later by the Association at the Association's 1990 annual meeting. All lanai enclosures must conform to these plans and specifications. If they deviate, in any way, the Board of Directors may require that they be removed or modified at the owner's expense.

ENCLOSED LANAI AIR-CONDITIONING UNITS

The air-conditioning units which were originally installed in the building are located in the glass walls separating the living rooms and lanais of the apartments. Owners who enclose their lanais will find that, unless they move the air-conditioning units to the lanais, the hot exhaust removed from their apartments will be bottled up in their newly-enclosed lanais. In order to alleviate this problem, at the Association's 1990 annual meeting, the Association approved the relocation of air—conditioning units onto lanais that have been enclosed.

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Air-conditioning units may not be installed in bedroom windows overlooking the walkway. With respect to apartments without lanai enclosures, air-conditioning units may only be positioned where they were originally installed (i.e. in the glass walls separating the living rooms from the lanais). In those apartments with lanai enclosures, air-conditioning units may be moved to the mauka—most window immediately above the wall. This is shown on the plans and specifications approved by the Board and the Association members. A copy of these plans and specifications may be obtained from the Resident Manager, as aforesaid.

Although the air-conditioning units may be of whatever make, model or design desired by the owner, they may not protrude beyond the exterior surface of the parapet wall by more than 3”.

The air-conditioning units must be of a flush-mounted design. Conventional air-conditioning units are allowed if modified and mounted to look and operate like a flush-mounted design. The air-conditioning units must be completely contained and drain within the apartment. The owner must ensure that water does not drop down the side of the building. A drawing or picture of the grill design must be included with the request for installation. Although it is not required that owners relocate the air-conditioning units when enclosing their lanais, they will find it more efficient if they do both at the same time. If owners combine the lanai enclosure and the air-conditioning unit request in the same letter, and attach a copy of the grill design with the paperwork, both may be approved at once. Owners who opt to do the changes at different times will be required to follow all of the steps outlined above for each alteration and addition.

STUDIO AIR VENTS

The Board of Directors responded to a request from a studio owner in the 01 stack to install an air vent in the wall above his entry door to allow for cross-ventilation. To ensure uniformity, the Board had plans and specifications drawn up by an architect and gained approval from the Association at its 1990 annual meeting. Any owner of a studio unit wishing to install an air vent at his or her own expense may do so by following the steps outlined above. Copies of the plans and specifications for the air vents are available from the Resident Manager.

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