

11/9/99

Lani Home, Inc.

House Rules

Note: These House Rules shall supersede the House Rules contained in the Corporations By-Laws. The Corporation shall operate only under the House Rules set forth below and not under the House Rules contained in the Corporation By-Laws.

The basic house rules of any co-op apartment can be stated simply as consideration for others and common sense — so that the general atmosphere is friendly, pleasant and happy. Lani Home invites all to practice tolerance within reason. REMEMBER, we all live in close proximity to each other and there are some situations that cannot be avoided.

The reference to a “unit owner” or “apartment owner” herein shall mean a lessee under a Lani Home, Inc. Proprietary Lease. The reference to a “tenant” herein shall mean a tenant under a residential apartment lease for a unit at Lani Home and is not intended to refer to a person his/her capacity as a lessee under a Proprietary Lease. The reference to the “Board of Directors” or “Board” shall mean the Board of Directors of Lani Home, Inc.

1. No apartment occupant shall make or permit to be made any noise in the building by himself/herself, his/her family, or licensees or invitees of himself/herself or his/her family which will annoy or interfere with the rights, comforts, and conveniences of other apartment occupants. (Quiet will prevail between 10pm and 8am, Sundays through Thursdays and between midnight and 8am on Fridays and Saturdays.) A written violation notice will be issued at the first offense, a fine will be levied for the second and third offense and referral to the corporate attorney will be made for subsequent infractions.
2. Except as otherwise provided herein, no dogs, cats or other animals or reptiles shall be allowed on the premises. Only birds and aquatic animals in aquariums are permitted. Notwithstanding any other provision herein, visually impaired persons and hearing impaired persons may keep certified seeing-eye dogs and certified signal dogs, respectively, in their apartments. Further, nothing herein shall hinder full access to the apartments and the common areas by handicapped persons.
3. The sidewalks, passages, courts, vestibules, stairways, corridors and halls must not be obstructed or used for any purpose other than ingress and egress.
4. No signs, signals or lettering shall be inscribed or exposed on or at any window or other part of the building, nor shall anything be projected out of any window, except as shall have been approved in writing by the Corporation.
5. No person shall be permitted to loiter or play in the halls, stairways, parking lot area, on the roof, or other public spaces in such a manner as to obstruct the use for which the area was intended or in a manner which causes noise, unsafe traffic, or disturbances to other apartment occupants. For the protection of life, limb, and property, no one may ride skateboards, skates, cycles, or use other play equipment on the common areas. Any person caught violating this provision will be subject to fines. Apartment owners and tenants of

the apartments shall be responsible for the supervision of all occupants in their apartments. Continual violations of the House Rules will subject the violators to eviction.

6. No items of personal property shall be left or allowed to stand on any of the premises of the Corporation, other than within the confines of an apartment. Such items shall be considered abandoned and will be discarded by the staff.

7. Apartment occupants shall collect garbage and refuse in bags or well-wrapped units and dispose of it in containers provided therefore. Leave only flattened empty boxes alongside containers.

8. No garbage cans, household supplies, doormats, shoes and/or slippers or other articles shall be placed outside the confines of an apartment.

9. No radio or TV antennas or reception dishes shall be erected or maintained outside the physical confines of an apartment unless first approved by the Corporation.

10. No awnings, air conditioning units or other projections shall be attached to the outside walls of the building or to the exterior of any door or on the lanais, without the written approval of the Corporation.

11. A lanai cover may be used at the discretion of the occupant, provided that, in the opinion of the Board, it is:

White or Off-White in color

Reinforced PVC sheeting or similar vinyl-like material

In good repair and clean

Covers the full lanai from top to bottom of the original installed railing.

On open lanais only appropriate outdoor furniture and potted plants are permitted. Plants are not to exceed 20% of the lanai area. On covered lanais, items may not exceed the height of the top rail and should not be visible from the parking lot. Containers shall be placed under all potted plants so as to avoid dripping on areas below when they are watered. Any screen permanently affixed shall not extend above or below the originally installed grillwork. Articles considered unsightly or inappropriate by the Corporation shall be removed within 24 hours upon notice by the Corporation.

12. The watering of plants and the sweeping and mopping of lanais and adjacent areas shall be done in a manner that will not create a nuisance or hazard to persons in lower or adjacent apartments or to passers-by on the ground level. Articles shall not be thrown from the lanais.

13. Textile items including clothes, shall not be hung on lanais or corridor railings for any purpose whatsoever. Clothing or laundry shall not be hung in doorways or windows in such a manner as to be visible from outside the building.

14. No structural alterations or additions of any kind shall be made to the building, whether to the exterior or interior part of any apartment, or to the parking lot or any parking stall without written approval from the Corporation. Interior additions or alternations, such as painting, replacing wall-to-wall carpeting, installing shelves, etc., are

considered superficial decorating, and may be done without written consent. Any addition(s) or alteration(s) of a permanent or semi-permanent nature, once installed, may not be removed or altered without Board approval.

15. Drivers shall conform to the posted traffic signage and painted markings. The parking lot traffic is “one-way” as so posted and marked. Traffic not conforming to signage, markings and the house rules shall be subject to the penalties herein established.

15a. Apartment occupants may only park their vehicles in the parking stalls assigned to them. Unauthorized vehicles will be towed away at the vehicle owner’s expense. Persons authorized to park at Lani Home must not park in such a manner as to protrude beyond stall markings or to cause an inconvenience to persons who park in neighboring stalls by interfering with such persons’ ability to enter or exit their vehicles. Vehicles may not be parked so as to block the exit or entrance driveways. Vehicles which are too large to park in the parking stalls without protruding beyond the stall markings (other than emergency vehicles in the event of an emergency) shall be allowed on the premises only when making deliveries and then only for the time period required to make such deliveries. Motor vehicles (hot rods, motorcycles, motorbikes, etc.) with loud exhausts are strictly forbidden for any reason within the Lani Home complex due to noise pollution concern.

Parking shall be head in only, to avoid exhaust fumes being forced into lower floor units.

15b. Occupants assigned parking stalls are responsible to keep them clean and free of oil and grease. Occupants with dirty stalls will be given written notice and ten (10) days to get them clean. If the stall is not cleaned within ten (10) days, cleaning will be done by Lani Home staff, and the owner will be charged \$25 for the service.

16. Moped Parking — “Mopeds” (as defined by City & County of Honolulu ordinances) owned by residents of Lani Home or their guests may be parked:

1. In the proper assigned parking stall along with their own vehicle as long as no part of any authorized vehicle extends beyond the confines of the parking stall.
2. In other areas designed by the Board of Directors as evidenced by official signage.

17. No repairs and/or maintenance shall be permitted on any vehicle in parking stalls or other common areas, except in emergencies.

18. Persons washing their vehicles may do so only in the designated car wash area. They are responsible to clean the car wash area immediately thereafter. The water shall not be left running unreasonably or unnecessarily for any length of time. Hoses must have an automatic shut-off nozzle attached to prevent water waste.

No stall other than their own or the designated car wash area may be used for other cleaning or polishing of vehicles.

19. Regulations established by the Corporation for the use of the pool and pool area shall be conspicuously posted and shall be adhered to by all persons entering the pool area. Violations of the printed or posted pool regulations shall be considered as violations of the

House Rules.

19a. The pool area may only be entered with the use of a key and during posted hours. Anyone observed to climb, or have climbed, the fence of the pool, shall be barred from the facility for a period not less than 3 months nor more than one year.

19b. No unsupervised guests or minors under 16 years of age may enter the pool area. Guests (persons not registered to an apartment) are limited to no more than two. A supervising person must be at least 18 years of age and a registered resident.

19c. Children not toilet trained are required to wear pool diapers. Cleaning and disinfecting of the pool, caused by non-compliance, will be charged to the offending owner.

19d. Running, horseplay and the diving from furniture, railings, etc., is prohibited.

20. Each occupant shall observe and perform these House Rules and see to it that all his/her licensees and invitees observe and perform them. Apartment owners will be responsible for their tenants' or guests' observance of all House Rules set forth herein. In the event expenses are incurred, such as towing cars from unauthorized areas, or any other expenses necessary for enforcement of these House Rules against the tenants or guests of an apartment owner, the apartment owner shall be responsible for payment of same. Owners, or their agents, are responsible for filing a registration form with the Resident Manager prior to tenants moving in. Failure to file the form shall be subject to a fine of \$25 for the first notice and \$50 for each subsequent occurrence.

21. No barbecuing or outdoor cooking shall be permitted on the property.

22. Apartment owners shall be held accountable for breaches of the House Rules by their tenants and/or agents. Apartment owners are responsible for providing instructions to their agents as to the type of tenant applicants that are desired to maintain the tranquility of the property. Owners are also responsible to provide their tenants with current copies of these House Rules and to return a copy of the acknowledgment page to the Resident Manager.

23. The Board of Directors shall have the right to impose fines upon apartment owners and/or tenants for violations of Lani Home, Inc. House Rules. The fines and/or warnings will be in accordance with the following:

- a. A Letter of Warning will be issued for the First Violation.
- b. A fine of not more than \$25 will be imposed for the Second Violation.
- c. A fine of not more than \$50 will be imposed for any Violations thereafter.

The Board of Directors shall authorize the Resident Manager to impose the aforementioned fines. This shall not preclude the Board or Resident Manager from taking any other action authorized to be taken, including, but not limited to: Issuance of Citations, Termination of a Proprietary Lease, demanding eviction of a tenant under a residential apartment lease, and/or commencing legal action.

24. None of the provisions herein are intended to be in contravention of the Federal Fair

Housing Act or Chapter 515, Hawaii Revised Statutes. The Board will at all times comply with the provisions of the Federal Fair Housing Act and Chapter 515, Hawaii Revised Statutes, as both may be amended from time to time, when acting upon requests by handicapped persons to make reasonable modifications, at their cost, to their units and/or to the common areas 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 the Federal Fair Housing Act and Chapter 515, Hawaii Revised Statutes, as both may be amended from time to time, when acting upon requests by handicapped persons for exemptions from any of the provisions herein which would interfere with said handicapped persons' equal opportunity to use and/or enjoy their apartments and/or the common areas of the project.

25. The Board reserves the right, at any time, with or without cause, to qualify rental tenant applicants, as it may determine, prior to such tenants being authorized to take occupancy.

NOTE: Violators of House Rules shall be notified in writing by the Board of Directors or the Managing Agent. Repeated violations or continuous violations shall constitute grounds for eviction and/or termination of lease, in accordance with the Proprietary Lease, Article C, Section 6, Page 12. Posting of Notices approved by the Board on the designated bulletin boards shall supersede the House Rules in the affected area and shall constitute an amendment of same.

APPROVED BY THE LANI HOME BOARD OF DIRECTORS, NOVEMBER 9, 1999

ACKNOWLEDGEMENT

I/We have read the aforementioned House Rules and agree to abide by them.

Signature: _____ Print Name: _____ Date: ___/___/___ Apt#: ___

Signature: _____ Print Name: _____ Date: ___/___/___ Apt#: ___

Signature: _____ Print Name: _____ Date: ___/___/___ Apt#: ___

Transcribed and edited without BOD approval by Robert Moses, REALTOR®, CRS, Moses Realty
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