



THE PAVILION

AT WAIKIKI

1925 Kalakaua Avenue • Honolulu, Hawaii 96815 • (808) 947-3077



HOUSE RULES

Amended: March 2009

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INTRODUCTION

Letter to Owners / Residents

These House Rules are formulated to make condominium living at The Pavilion At Waikiki enjoyable for both owners and renters. Abide by these rules so as to promote a friendlier and happier environment for the maximum enjoyment of all residents.

These House Rules, as drafted, are based on, and need to be amplified in respect to the day-to-day operation of the condominium. The rules for the use and maintenance of Common Area and Equipment, Vehicles, Parking and Pets are examples of this amplification. All of them are, however, meant to insure maximum security, orderliness and enjoyment for the owners and residents.

Authority for the administering of the Rules rests in the Managing Agent. The Resident or Office Manager or Office is the on-site authority.

Should you find any of the Rules objectionable, please comply, but make your point, in writing, to the Managing Agent so that your objections can be brought before your Board of Directors.

Please remember that these Rules are your Rules. To the extent that you attempt to derogate from their authority, you derogate from your own. To the extent that you uphold their authority, you uphold your own.

NOTE: Violation of any rule or rules outlined herein is subject to FINES - See Fines Section of this document.

GENERAL

1. Pavilion Staff:
Condominium personnel and the Resident or Office Manager shall not be asked to do any work within any apartment during their shift unless in an emergency endangering other apartments, persons or common areas. Problems within the unit should be addressed to the Owner or Rental Agent for that unit.
2. Side Jobs:
Although not encouraged, in the event a member of the Pavilion Staff is hired by an Owner, Tenant or Rental Agent to perform "side jobs" outside the employee's regular working hours, The Pavilion is released from all liability, damage and/or injury resulting from such arrangement. The **Side Job Release Form** must be filled out and signed by both parties prior to the job start. An employee working as an independent agent during his/her regular working hours is grounds for termination.

TENANT/RESIDENTS

3. Occupancy:
Occupancy is limited to applicable City and County Housing Codes, Land Use Ordinances, and City Ordinances.
4. Tenant/Residents House Rules:
Each apartment owner or their representative will deliver, at their own expense, a complete, current copy of the House Rules to the Resident of their apartment and insure that an up-to-date copy remains in the unit.
 - A. A signed statement from all occupants, that they have received and read the House Rules shall be delivered to the Resident or Office Manager to be kept on file. (See **Mandatory Registration Form**).
 - B. All residents are required to register with the Resident or Office Manager. Owners or their representatives are responsible for assuring their residents fill out a **Mandatory Registration Form**, deliver it to the Resident or Office Manager, and make sure that residents keep all information current. This also applies to registering users of rented parking stalls. INDICATE ON THIS FORM IF YOU ARE DISABLED AND REQUIRE ASSISTANCE IN THE EVENT OF AN EMERGENCY SITUATION. Such declarations will be kept on file and provided to authorities in the event of an emergency.
5. Renting:
Owners are reminded that the Pavilion is a residential condominium and not a hotel.
 - A. All owners or their designated managing agents who rent apartments, are required to go over the House Rules with the prospective renter so no disagreement will result after the renter occupies.
 - B. Subletting of the apartment by renters is prohibited unless approved by the Owner of said unit, in writing, to the Board of Directors.
 - C. The property is not zoned for short term vacation rentals (less than 30 days).
6. Emergency Access:
Neither The Board of Directors nor the Resident or Office Manager keep duplicate keys for

apartments. In the event of an emergency every attempt will be made to locate the resident, owner or agent for entry. As a last resort, if conditions dictate, the door will be opened by force or, if time allows, a locksmith will be called. Expenses will be billed to the owner of the apartment.

7. Lockouts:

Lockouts will be handled by locksmiths, owners or agents at their own expense. DO NOT call the Resident or Office Manager. The Resident or Office Manager does not have keys to the units.

8. Building Entry Fobs:

- A. Each unit is issued two fobs. If fobs are lost or damaged, or if additional fobs are required, there will be a fee of \$50.00 for each new or replacement fob.
- B. Fobs are to be paid for with a check or money order made payable to The Pavilion At Waikiki. For accounting and security purposes NO CASH TRANSACTIONS will be allowed.
- C. You are responsible for obtaining a receipt for each transaction. Your check is NOT your receipt. No refunds will be made without the presentation of your original receipt issued by The Pavilion At Waikiki to the Resident or Office Manager. Your request will then be processed through the Managing Agent and may take up to two weeks to be fulfilled.

9. Access To The Building:

No owner, tenant and/or agent will allow entry to the building by unknown people. Be aware of people without key fobs trying to gain entry by "piggy backing" either through the front or back door or garage entrance.

10. Lock Boxes:

Only those lock boxes that are properly marked with ownership and complete contact information (such as a business card on the back of the box), and registered with the Resident or Office Manager, will be allowed on the property. There may be a limit to how long a lock box can remain on the property. Unmarked/unregistered lock boxes will be removed.

11. Waterbeds:

No waterbeds of any kind are permitted to be installed in any apartment.

12. Signs:

Name plates, signs, signals, lettering and advertising shall not be inscribed, placed or exposed on or at any door (including apartment front door), or parking stall, except as approved by the Board of Directors. The commercial area (street level) may advertise in their windows as long as the advertising is in good taste. The Board of Directors will be the ultimate judge as to whether or not the advertising will be allowed. (Also see rule #45, Bulletin Boards).

13. Air Conditioning:

Air Conditioning units are to be turned off whenever the apartment is empty of occupants or whenever doors or windows are in the open position. This is in association with our Safety and Energy Savings Amendment and applies to Commercial and Residential units.

14. Pets (Amended – Effective March 1, 2009)
ALL PERMITTED PETS MUST BE APPROVED BY THE BOARD OF DIRECTORS PRIOR TO BEING BROUGHT INTO THE BUILDING. Renters shall have prior WRITTEN approval from the Owner of the apartment PRIOR to seeking approval from the Board of Directors.

Pet request forms may be obtained from the Resident or Office Manager.

14.1 Permitted Pets

No livestock, poultry, or other animals whatsoever shall be allowed to be kept in any part of the property. Preapproved dogs, cats, fish, or birds may be kept by occupants in their respective apartments subject to the conditions and restrictions contained herein, but shall not be kept, bred, or used for any commercial purposes. Except for fish, no more than one (1) pet shall be allowed per apartment. No resident may maintain any aquarium or other container that contains or can hold more than thirty (30) gallons of water. No pet may exceed forty (40) pounds in weight. No infant or juvenile of any type or breed which, when fully grown, is likely to exceed forty (40) pounds in weight, may be kept on the property. The following breeds of dogs and any dog that has any of the following breeds in their lineage may not be kept on the property: Pit Bull, Rottweiler, German Shepherd, Siberian Huskies, Akita, Alaskan Malamute, Doberman, Chow Chow, Presa Canario, Wolf Hybrid or any other breed known or ranked as aggressive or dangerous. No “pest” as prohibited by State Law may be kept. Notwithstanding any provision contained herein to the contrary, guide dogs and signal dogs and other such animals specially trained to assist handicapped individuals may be kept on the property.

Lanais may not be altered in any way to contain a pet – such as netting, chicken wire, cardboard against the railing, etc. No birds are to be kept on a lanai where their noise and/or debris may disturb other residents.

Except when in transit, pets (other than specially trained service animals) shall not be allowed in any common area. Any pet, (other than service animals which must be kept on a leash no more than 6 feet (6') in length)) in transit through the common areas must be carried, whenever practicable, or on a leash which keeps the pet within three feet (3') of its handler's feet. Pets shall not be allowed to come into contact with persons other than their handlers, except as permitted by the other persons. Any pet that presents a threat of personal injury to any occupant must be immediately and permanently removed from the property.

14.2 Registration and Insurance

Any Resident who has been approved to keep a pet pursuant to these rules shall register the pet with the Resident or Office Manager prior to bringing such pet onto the property. Registration forms must be accompanied by a photo of the pet, a copy of vaccination records, and any other pertinent information on the form or requested by the Board.

Pet owners shall indemnify the Association of Apartment Owners and hold it harmless against the loss or liability of any kind arising from their pet. Pet owners shall comply with all applicable State Laws and/or ordinances of the City and County of Honolulu pertaining to pet ownership.

Upon registration, each pet owner must show evidence of having homeowner's or renter's

liability insurance which covers animals or pets with liability limits of at least \$300,000.00 and also naming the Association as an additional insured. A current, valid certificate for this insurance shall be provided to the Association annually by the expiration date of the previous certificate. Fines will be assessed if this is not maintained by pet owner.

14.3 Damage

Any personal injury or property damage caused by a pet will be the full responsibility of the pet owner and the Owner of the Apartment in which the pet is kept.

The cost of repair or replacement and/or the cost of personal injury damages shall be specially assessed to such person(s). Each Owner of a pet or the Owner of the Apartment in which such pet is kept shall indemnify and hold the Association and the Board of Directors harmless from and against any and all claims, liabilities, or damages arising out of the presence and actions of such pet in the Apartment and elsewhere on the property.

14.4 Nuisances and Removal

No pet approval by the Board of Directors is final or irrevocable. Any pet that is dirty, smelly, infested with fleas, causes unreasonable disturbance to any Resident or causes damages to the property or its occupants, or is otherwise "a nuisance", shall be immediately removed by the unit Owner or by the Occupant of the Apartment in which it is kept upon the request of the Board of Directors, in accordance with the guidelines set forth in this document.

14.5 Disposal of Animal Waste

Residents are responsible for the immediate and proper disposal of all animal wastes from any location on the Property. Owners are not permitted to use the property as a pet bathroom at any time.

Cat feces and litter box refuse must be bagged, tied and deposited in the dumpster in the commercial garage, NOT IN THE TRASH ROOMS. THE SAME APPLIES TO ANY CAGED ANIMAL'S LITTER AND WASTE. NO ANIMAL WASTE SHALL BE FLUSHED DOWN THE TOILET.

14.6 Violations

Violators of any of the Pet Rules outlined in this document, shall be fined, assessed damages, and/or have their pets removed from the property at their expense in accordance with the guidelines set forth in this document. Responsibility for the payment of fines and damages accrues to the Owner of the Apartment, whether or not the Owner is the current Resident. The Board of Directors, Office Manager and Resident Manager shall not be subject to any claim for liability or damage in the exercise of such authority. The Board of Directors reserves the right to levy fines and assess damages for violations where fines and damages have not be specifically referenced in these House Rules, as well as the right to issue liens against Owners for unpaid fines and/or damage costs.

NO PETS BELONGING TO VISITORS (EXCEPT SERVICE ANIMALS) SHALL BE ALLOWED ON THE PREMISES.

THE FEEDING OF STRAY CATS, DOGS, AND OTHER ANIMALS ON THE PREMISES IS STRICTLY PROHIBITED. ALL STRAY ANIMALS LOITERING ON THE PREMISES SHOULD BE REPORTED TO THE RESIDENT OR OFFICE MANAGER.

ALL DOGS SHALL BE LICENSED IN ACCORDANCE WITH STATE LAW AND/OR COUNTY ORDINANCES AND HAVE SUCH LICENSE ATTACHED TO ITS COLLAR (WHEN APPLICABLE) WHEN ON ANY COMMON AREA OF THE PROPERTY.

14.7 Service Animals

The request for approval to keep a Service Animal on the Property must describe the training of the Service Animal in relation to the person's disability and must be accompanied by a letter from a licensed Health Care Provider stating the need for the service animal.

Requests for approval for a Service Animal shall follow the standard request procedures set forth in this document.

The registration, restrictions, conditions and requirements for the Owner of a pet, and all other rules set forth in this document shall equally apply to service animals and their handlers/owners.

15. Lanais:

Only potted plants and furniture appropriate to lanais may be used thereon. All plants shall be placed in containers so as to prevent water dripping or soil being washed onto lanais or windows below. Water shall not be allowed to run down outside walls. Plants of a large nature that hang over the confines of the lanai are not allowed. The wind can be very strong at times. Please use common sense and take this into account when placing anything on the lanai.

There will be NO BIRD FEEDING on lanais or anywhere on the property.

Lanais may not be altered in any way to contain a pet – such as netting, chicken wire, cardboard against the railing, etc. No birds are to be kept on a lanai where their noise or debris may disturb other residents.

Cooking on lanais is prohibited. There will be no electric or gas BBQ's on lanais per Honolulu Fire Department regulations.

Seasonal lighting is permitted; however it must be removed in a timely manner following the occasion (for example, within 2 weeks of the holiday being celebrated). The Resident or Office Manager will determine when lighting is inappropriate and fining will begin.

Any unsightly items (Resident or Office Manager's discretion) shall be removed at the Resident or Office Manager's request. Lanais are not to be used for storage purposes, such as surfboards, bicycles or boxes. ***NOTHING SHALL BE THROWN OR RELEASED FROM THE LANAIS.***

16. Personal Property:

No items of personal property (this includes shoes, doormats or plants), shall be left or allowed to stand in any part of hallways or common areas.

17. Modifications/Alterations to Unit:

No awnings, air conditioning unit or other projections shall be attached to the outside walls of the building or exterior of any door or lanai, nor shall any changes be made to the original

interior or exterior structure, common plumbing or electrical system without the prior written approval from the Board of Directors and compliance with Modification and/or Alteration Guidelines attached as addendum to these House Rules.

18. Electrical/Plumbing:

Electrical and plumbing apparatus shall be used only for the purpose for which they were constructed. No sweepings, hair, rubbish, etc. will be thrown into the plumbing apparatus. The resident who causes the same shall pay for any damage resulting to the BUILDING and/or OTHER APARTMENTS from any misuse.

Any need to shut down the water or electricity affecting more than one unit will require a one (1) week notice to the Resident or Office Manager. Shutdown will not occur until contractor is on property.

See additional information under Safety and Energy Savings Addendum.

19. Building Uniformity:

A. No draping of towels, carpets, rugs, laundry, etc. over the lanai railings is permitted. Clothing and laundry shall not be hung in windows in such a manner to be in view of persons outside the building.

B. All curtains and drapes exposed to the outside view shall be generally white or lined with white for pleasing aesthetics for the building.

20. Storage :

Storage is limited to Board of Director approved locker construction and size, only within the trash rooms, and after endorsement of the Storage Locker Agreement. All Storage Lockers must be registered with the Resident or Office Manager. Non-approved and/or non-registered lockers will be opened, cleared out and removed or reassigned. Storage of dangerous or hazardous materials is not permitted. Storage is not allowed outside of the locker. Items stored improperly will be removed without notice.

BEHAVIOR

21. Occupants:

A. No one will be permitted to roam or run in the hallways and landings. Loitering and gathering in the hallways will not be permitted.

B. Parking, pool, recreation deck, hallways and lobbies will not be used for ball playing, skate boarding, rollerblading, human propelled wheeled devices, bicycling or general horseplay.

22. Conduct:

Owners and tenants are responsible, at all times, for the behavior of their family members and guests. Negative behavior will be brought to the attention of the offenders immediately. If not discontinued, fines to the owner may be assessed. (See FINES Section)

23. Noise:

No persons shall make or permit any noise in the building that will annoy or interfere with the rights, comforts and conveniences of other occupants. Care should be taken to keep apartment noise such as television, radio, stereo, loud talking, laughing or singing to minimum

at all times. Care should be taken not to drop or bounce objects on the floor as this sound carries through the concrete structure. Quiet will prevail from 10:00 p.m. to 7:00 a.m. so your neighbors will not be disturbed.

24. Tenants Conflict:

In the event anyone causes a nuisance in the building during the evening hours or weekends and is disturbing the peace and quiet of anyone, please call the Honolulu Police Department (911 if an emergency). Report this disturbance to your Resident or Office Manager the NEXT business day. If the disturbance occurs during the weekday, daylight hours, contact the Honolulu Police Department or 911 (if warranted) and your Resident or Office Manager immediately.

REMINDER: Your Resident or Office Manager has set work hours and set leisure hours; please do not disturb him or her unnecessarily.

25. Damage to Property:

Malicious defacement of any part of the building will not be tolerated. Payment will be made by the responsible party. Parents or guardians will be responsible for damages caused by their children. Owners and renters will, likewise, be responsible for damage expense caused by their guests and visitors. Anyone witnessing person(s) damaging the property should call the Honolulu Police Department and/or your Resident or Office Manager. Information from security cameras placed in elevators and/or around the property will be a valid means of identification of perpetrators.

26. Solicitations:

Residents or other persons shall permit no soliciting of goods, services, political or religious activities on the premises, except as approved by the Board of Directors.

SAFETY

(Also see Safety & Energy Savings Addendum)

27. Flammable Materials:

No machinery, refrigeration or heating devices, or air conditioning apparatus are allowed; nor shall any illumination be installed; nor shall flammable liquids or fluids such as gasoline, kerosene, naphtha or other explosive articles, being extra hazardous to life, limb or property, be brought into the building without prior written consent by the Board of Directors.

28. Smoking:

Smoking is prohibited by law on Oahu in any of the enclosed common areas. This is to include all lobbies, hallways, rest rooms, stairwells and garage. All smoking materials shall be extinguished before leaving your unit or before entering the building. Smoking is also prohibited in any elevator. Your courtesy and consideration is appreciated in avoiding smoking on lanais where it may disturb neighboring residents.

Cigarette, cigar, and pipe ashes or parts or whole of same, shall not be thrown from the lanais, windows, parking or recreation decks or thrown on the ground or on any part of the common area, except in provided receptacles. Violators are subject to prosecution to the fullest extent of the law.

29. Fire and Smoke Doors:

All fire and smoke doors must remain closed at all times when not in use. This is a fire department regulation.

30. Fire Protection:

Anyone found tampering with the fire fighting equipment, alarms, fire doors or sprinkler system, will be subject to criminal charges and liable for all costs involved for repair, replacement or damages to the building or personal property.

31. Fireworks:

Fireworks of any kind are strictly forbidden on the premises.

32. Grills:

No personal devices such as hibachis or barbecue grills, (electric, gas or charcoal) will be allowed in the apartments, lanais, recreation deck (except those provided by the Association) or anywhere else in the building, due to strict fire regulations.

PARKING

33. Parking Garage:

- A. NEITHER THE BOARD OF DIRECTORS, MANAGEMENT, NOR THE MANAGING AGENT ARE RESPONSIBLE FOR ANY CLAIM BY REASON OF FIRE, DAMAGE, LOSS, OR THEFT OF ANY VEHICLE OR PROPERTY IN ANY PARKING AREA WITHIN THE PROPERTY (INCLUDING THE BIKE ROOM OR OTHER COMMON STORAGE AREAS); THE CONTENTS IN SAID VEHICLE, OR INJURY TO PERSONS THEREIN.
- B. Speed limit in the garage is not to exceed 5 miles per hour.
- C. Parking stalls are reserved for each apartment for its exclusive use by the Declaration. Parking will be within your marked stall only.
- D. Owner or resident is responsible for towing of vehicles from their assigned stall.
- E. Stalls shall not be used for storage of any kind.
- F. Residents are responsible for the cleanliness of their respective parking stalls, including the removal of any grease. This is not the responsibility of the Resident or Office Manager or maintenance personnel. If, after being notified by the Resident or Office Manager that your stall must be cleaned, and notification is ignored, the Resident or Office Manager shall have the stall cleaned and the resident will be charged accordingly.
- G. Nothing shall be placed under vehicles for the purpose of catching oil.
- H. Guest Parking is separately provided and supervised by the Resident or Office Manager. (See *Guest Parking*)
- I. Parking areas are not a playground and shall not be used for any type of recreation or games to include bicycle riding, ball playing, rollerblading, skateboarding, etc.
- J. Owners and residents requesting deliveries or services will instruct that trucks be parked in your assigned stall. Oversize vehicles may park BRIEFLY in the commercial service area on the ground floor (entrance: Dudoit Lane) if space is available. Vehicles shall be signed in and out with Resident or Office Manager and the driver's cell phone number will be clearly displayed on the dash of the vehicle. (Also see HR #48 -

Commercial Parking).

- K. Do not use cellular phones while driving into, out of, or within the parking garage.

34. Vehicles:

- A. Vehicles must fit into the assigned parking stall allowing for those in adjoining spaces easy access to their vehicles. Over-sized vehicles (large SUV's, Hummers, etc.) that cannot access the upper garage levels may not use the guest parking. Owners are responsible for any damage caused by their over-sized vehicles.
- B. Vehicles in garage will be registered and drivable. All tires shall be inflated at all times.
- C. Vehicles shall not be used for storage.
- D. Only emergency and minor repairs to vehicles shall be permitted on the premises.
- E. Washing of vehicles is allowed on weekends in designated area only on ground floor (See Resident or Office Manager for instructions).
- F. No undue racing of engines or tire squealing accelerations will be permitted.

35. Mopeds & Bicycles:

A bike room is located on the second floor of the parking garage for licensed bikes and mopeds. Bikes must be registered with Resident or Office Manager. Keys are available through the Resident or Office Manager with a \$5 deposit. No bicycles or mopeds are to be taken through the main lobby. Articles are stored in the bike room at the owner's own risk. NEVER LEAVE THE BIKE ROOM UNLOCKED UNDER ANY CIRCUMSTANCES.

36. Guest Parking:

- A. Parking is for guests only.
- B. Tenants/Owners shall not park in Guest Parking at any time.
- C. There is a Five (5) hour time limit on parking.
- D. No parking is allowed from 1 a.m. to 7 a.m. daily.
- E. Guests using guest parking, must sign in and out at the second floor desk. All information must be complete and legible.
- F. Guest parking stall numbers are posted beside the second floor elevator.
- G. Violation of any of the above regulations will subject vehicle to immediate tow at the owner's and/or driver's expense.

RECREATION AREA

37. Roof Recreation Area:

- A. No Glass is allowed anywhere on the roof area. This includes beverage bottles, drinking glasses, condiment jars, etc. (See Rule 39-L below).
- B. All parties and gatherings to be held on the roof recreation area will require the prior approval of the Resident or Office Manager.
- C. Reservations must be made. Advance notice of at least one (1) week will be appreciated. Request will be in writing.
- D. Policing of the immediate area during or after the gathering is the responsibility of the hosts and guests, not the management.
- E. If area is left a mess and management needs to clean it, owner will be fined.
- F. No loud music, disruptive or illegal behavior is allowed on the roof at any time. Alcohol permitted in moderation only. If complaints are filed, resident(s) and guest(s) will be asked to leave. If un-responsible behavior continues police will be summoned and fines will be imposed. Resident may be prohibited from future area usage.

38. Barbecue Grills:

Barbecue grills are available on the outdoor parking area up the ramp from the 5th floor elevator, for resident use, with a key signed out from the Resident or Office Manager, Monday through Friday, during regular office hours. A \$25.00 deposit (check made out to the Pavilion at Waikiki - NO CASH) is required to use the BBQ on the pool deck. This deposit will be refunded, in full, if the BBQ is clean (see below) and the gas has been turned off on the BBQ and on the tank with the safety lock replaced. If the BBQ and picnic area are clean but the gas has not been properly turned off at both locations, a \$15.00 fee will be forfeited.

Cleaning the BBQ Involves wiping up all grease on, behind, and below the BBQ and brushing residue off the cooking racks with the brush provided. In addition, the picnic area shall be free of spills, trash and food particles. Cover BBQs ONLY after they have cooled.

- A. Deposits are to be paid for with a check or money order. For accounting and security purposes NO CASH TRANSACTIONS will be allowed.
- B. You are responsible for obtaining a receipt for each transaction. Your check is NOT your receipt. No refunds will be made without the presentation of your original receipt issued by The Pavilion At Waikiki.

39. Swimming Pool Rules:

- A. Strict adherence to pool rules is required for the safety of the pool users. Owners, Residents and Guests are required to leave the pool area in a clean condition. The area is to be policed and cleaned by the pool user and sauna thermostat to be turned off after use.
- B. All persons use the pool at their own risk.
- C. Parents or guardians are responsible for the action of their children.
- D. Board of Health requirements (Section 6J, Personal Regulations) will be strictly observed:
 - a. All persons known to be or suspected of being afflicted with infectious disease, suffering from a cold, cough, sores, wearing bands or bandages or incontinent type apparel, shall be excluded from bathing in the swimming pool.
 - b. Spitting, spouting water, blowing the nose, etc. in the swimming pool is strictly prohibited.
- E. Recreation deck is opened 6:30 a.m. to 8:00 p.m. or as posted (may vary by season).
- F. Guests shall not be authorized to use the pool at any time, unless accompanied by a competent resident swimmer. Guest privileges shall be limited by a standard of reasonableness as to number of guests and frequency of visits at the discretion of the Resident or Office Manager.
- G. Swimming is not allowed in other than proper swimming apparel. Hairpins, bobby pins and hair rollers MUST be removed before entering the pool.
- H. No user may enter the water before having showered. This applies especially to persons returning from the beach. All suntan and hair oil, ointment and sand must be removed from the hair and body before entering the pool.
- I. After using the pool, bathers will dry themselves thoroughly before leaving the immediate pool area. No water is to be dripped in the stairwells or hallways.
- J. Boisterous or loud conduct, to include loud radios, music, jumping, shoving or running, is not allowed in pool and recreation area.
- K. Swim fins, facemasks, rafts, toys, surfboards or other equipment will not be allowed in the pool. Exception: Small children may wear life vests or use small floatation devices

as swim aids.

- L. The use of glassware, bottles, ceramics, chinaware or other breakables is prohibited on the recreation and pool area.
- M. No lounge chairs or benches shall be removed from the recreation area.
- N. No user shall interfere in any manner with any portion of the pool equipment, light apparatus, electrical or plumbing devices in or about the pool area.
- O. No pets allowed in or around pool or recreation area.
- P. Topless or nude sunbathing or swimming is not allowed.

COMMON AREA

40. Trash Room:

A trash room is located on each floor between the 02 and 03 units. Trash room hours are 7:00 a.m. to 10:00 p.m. Trash rooms shall be used for the disposal of wrapped and bagged trash. Use RECYCLE receptacles as labeled. Large boxes and other items such as Christmas trees and plants shall be taken to the dumpster on the ground floor by the resident. All boxes are to be broken down before putting them in the trash.

Storage is limited to Board of Director approved lockers only, which must be registered with the Resident or Office Manager. Non-approved lockers and other items not stored in lockers are subject to removal by the Resident or Office Manager.

Residents are responsible for the removal from the Pavilion property of any furniture, carpets, construction materials or appliances that break or are replaced. These items may be stored temporarily by the dumpsters but must be placed on the raised dirt area on Dudoit Lane no earlier, nor later, than Friday afternoon of each week.

41. Elevators:

Do not misuse the elevators. The elevators will be used only for their designated purpose. No malicious conduct or horseplay will be tolerated. Information from security cameras will be used to identify violators who will be prosecuted to the fullest extent of the law. ***Smoking is prohibited by law in elevators.***

42. Moving:

- A. Moving will be conducted during the hours of 9:00 a.m. to 4:00 p.m. every day except Sunday.
- B. Obtain elevator protection pads from the Resident or Office Manager. Any damage due to moving, to elevator cabs or common area, will be assessed to the resident or owner having the moving performed.
- C. Delivery and pickup of large furniture and/or major appliances, move-ins or move-outs which require the use of an elevator, shall be scheduled through the Resident or Office Manager 48 hours in advance of such moves.

43. Common Areas:

Public stairways, walks and passageways shall not be obstructed or used for purposes other than ingress and egress. There will be no boxes, chairs, shopping carts, bicycles, slippers, shoes, plants, doormats or any items left in the stairways, hallways, walks or passageways.

44. Articles Left in Common Area:
Neither the Resident or Office Manager nor the Managing Agent is responsible for personal property or deliveries left in any common areas, the Manager's office, or for any article left with any employee or other resident.
45. Bulletin Board:
A small (business card or index card size) ad or notice may be given to the Resident or Office Manager for posting on the common area bulletin board. Said notice(s) will be stamped with a date stamp and remain posted for a maximum of 30 days. If the content of such a notice is questioned by the Resident or Office Manager, The Board Of Directions will have final say as to whether or not the notice will be posted.

COMMERCIAL

46. Commercial/Business Activities:
No commercial or business activities shall be carried on in any apartment above the street level without the prior written approval of the Board of Directors.
47. Commercial Areas:
The Pavilion shall be operated as a residential apartment building with the exception of the ground floor commercial operation, unless approved in writing by the Board of Directors. The commercial shop owners are prohibited from displaying their merchandise on the surrounding trees, grass, shrubs or sidewalks in front of their shops. Doors of the Commercial Shops must not cause a safety hazard, either by being propped open or thrust open, outwardly, in the path of passers-by on the sidewalk in front of the shops
48. Commercial Parking:
The commercial parking area is for Commercial tenants only. Permission to use this parking is enforceable by the Resident or Office Manager and/or staff by authority of the Manager of the Commercial Area. Anyone parking in this area shall sign in at Commercial registration desk.
- Residents or their guests are not authorized to park in this lot at any time, except for oversize repair and delivery vehicles, after appropriate permission has been received. Driver's cell phone number must be prominently displayed on the dash of any vehicle left in the commercial area.
- Violators shall be subject to tow, at their own expense. (Also see HR #33-i)**
49. Commercial Parking Gate:
The commercial parking gate is closed and locked during night-time hours. The gate is re-opened in the morning. If a vehicle is locked in the Commercial Parking Area inadvertently, the owner will have to wait until the gate is re-opened in the morning to remove the vehicle.

ADDENDUMS

I. MODIFICATION and/or ALTERATION GUIDELINES UNIT EXTENSION PROCEDURES

1. Submit written request, with Board approved drawing (available through Resident or Office Managers Office) to Pavilion Board of Directors, indicating the following:
 - a. Exactly what you want to do.
 - b. Be sure to include the unit number and address: 1925 Kalakaua Ave.
 - c. Include tax map key #26007006 with primary address: 1925 Kalakaua Ave.
2. Obtain written approval for the project upon signing disclaimer.
3. Sign out plans A2 (Plot plan) and appropriate elevation drawing from Resident or Office Manager and have three complete sets made to include unit drawing with measurements. Copies will have to made at Kinko's or other outside source (Building Dept.) as we do not have capability to make size of copies needed.
4. Take plans and approval letter to City & County Building Department for permit.
 - Building Department (523-4505) Permit
 - Building Safety Division (527-5777) Permit Status
 - 650 South King Street - ground floor, ocean side. (Enter 1st driveway off Beretania just past Alapai Street. Metered parking.)
5. Bring one (1) copy of all approved paperwork, to include Building Permit, back to Resident or Office Manager.
6. Notify Resident or Office Manager, in writing, when actual work is to begin.
7. Provide name of person or company doing work.
License number, if applicable, proof of insurance, including workman's comp.
8. Provide proof of \$1,000,000.00 current homeowner's liability insurance with The Pavilion at Waikiki Association of Apartment Owners and current management company as additional insured.
9. Unit is subject to inspection of work by Board of Directors or authorized representative to ensure compliance.

II. MODIFICATION and/or ALTERATION GUIDELINES PLUMBING, ELECTRICAL AND LOAD AND NON-LOAD BEARING WALLS

All changes to the interior of the existing units involving plumbing and electrical runs and load and non-load bearing wall modification shall be approved by the Board of Directors.

1. Submit written request, with drawing, (Blank unit drawing available through the Resident or Office Manager's Office) to Pavilion Board of Directors, indicating the following:
 - a. Exact changes to be made. (i.e. change interior pipe configuration, electrical runs, load or non-load bearing walls, with measurements). Some drawings will need to be from a

licensed professional.

b. Include unit number with working address: 1925 Kalakaua Ave.

c. Include tax map key #26007006 with primary address: 1925 Kalakaua Ave.

2. Obtain written approval for the project upon signing disclaimer.

IF BUILDING PERMIT IS NEEDED

3. Sign out plans A2 (Plot plan) and appropriate elevation drawing from Resident or Office Manager and have three complete sets made to include unit drawing with measurements. Copies will have to made at Kinko's or other outside source (Building Dept) as we do not have capability to make size of copies needed.
4. Take plans and approval letter to City & County Building Department for permit.
 Building Department (523-4505) Permit
 Building Safety Division (527-5777) Permit Status
 650 South King Street - ground floor, ocean side. (Enter 1st driveway off Beretania just past Alapai Street. Metered parking.)
5. Bring one (1) copy of all approved paperwork, to include Building Permit, back to Resident or Office Manager.
6. Notify Resident or Office Manager in writing when work is to commence.
7. Provide name of person or company doing work. License number, proof of insurance, including workman's comp. If applicable.
8. Provide proof of current \$1,000,000.00 liability Insurance (contractor's or homeowner's) with The Pavilion at Waikiki Association of Apartment Owners and managing agent as additional Insured.
9. Unit is subject to inspection of work by Board of Directors or authorized representative to insure compliance.

III. CONSTRUCTION REGULATIONS

Anyone doing construction work or having a contractor do construction work in their unit:

1. Must notify the Resident or Office Manager 48 hours before work is to be done.
2. Construction work will only be done between the hours of 9:00 a.m. and 4:00 p.m., Monday through Saturday. No construction work will be allowed on Sunday.
3. Elevators, floor lobbies and other common areas will be thoroughly cleaned by the close of each day of work.

If Resident or Office Manager is not notified of construction work 48 hours prior to it's start and/or if common areas are not cleaned, the job may be shut down and/or the owner of the apartment will be fined \$200 per occurrence.

FINES

At a regular meeting of the Board of Directors held on Tuesday March 25, 2003, the Board of Directors unanimously adopted Board of Directors Policy number 1. In an effort to improve the quality of life for all residents at the Pavilion at Waikiki, the Board will implement a fining system in accordance with the By Laws, Article II, Section 12 and Article IV, Section I (k) effective Wednesday, April 30, 2003.

In accordance with Article II, Section 12 of the By Laws:

“If, in the opinion of the Board, any Owner or any renter or lessee of an Owner fails to comply with any provision of the By Laws or with the House Rules calling for something other than the payment of money, and providing such failure is not in the nature of a breach of the peace, a common nuisance or a noxious or offensive activity of annoyance or nuisance to the Owners in respect of which the Board or the Manger is authorized to seek and obtain immediate legal relief at the cost and expense of such Owner, including attorney’s fees, the Board shall give the Owner written notice of such noncompliance and shall allow said Owner thirty (30) days to comply, or to see that his renter or lessee complies, and if such noncompliance continues after the expiration of such thirty (30) day period, the Board shall have the discretion to assess against such Owner, commencing with the thirty-first (31) day, a penalty assessment of Ten Dollars (\$10.00) for each day or fraction of a day during which such violation shall thereafter continue and such assessment shall be treated as a special assessment against such defaulting Owner and shall be secured by the lien provided for in Article VI, Section 6 of the By Laws.”

Article IV, Section I (k) of the By Laws:

“Establishment of such penalties and fines as it deems appropriate with respect to enforcement of the provisions of the Declaration, these By Laws and the House Rules adopted pursuant to Article V, Section 4 of these By Laws; provided such penalties and fines are not inconsistent with the law or the provisions herein, and the unpaid amount of such penalties and fines against any apartment owner shall constitute a lien against his interest in his apartment, which may be foreclosed by the Board of Directors or Managing Agent in the same manner as provided in the Horizontal Property Act for common expense.”

1. FINES:

- a. First Offense: A verbal warning.
- b. Second Offense: The Resident or Office Manager shall give a written citation to the resident. If the resident is not the owner of the unit, the managing agent will send a copy of the citation with a letter of explanation to the owner's address of record via regular mail service and/or via e-mail.
- c. Third Offense: The Resident or Office Manager shall give a written citation to the resident. If the resident is not the owner of the unit, the managing agent will send a copy of the citation and a letter advising the owner that if the violation is not corrected in 30 days, on the 31st day, a fine of \$10.00 will be assessed to the owner's account, per day, until the violation is corrected. This notice will be sent to the owner via Certified Mail, Return Receipt Required and via regular mail service to the owner's address of record.
- d. Fourth Offense: The Board of Directors may choose to turn the matter over to the Association’s attorney for corrective action. Owners are responsible for all legal costs incurred by the Association to rectify the situation.

2. **CITATIONS:** Each citation issued shall briefly describe the nature of the violation. Citations will remain on file as a matter or record with the managing agent.
3. **PAYMENT OF FINES AND LIABILITY:** Unless appealed, a fine must be paid to the Association within twenty (20) days of the citation and assessment of the fine.
 - a. Owners shall be liable for their own fines and for fines assessed against their tenants, guests, family members, agents, or employees. The Association shall give the owner written notice of the assessment of a fine. The owner shall have twenty (20) days from the date of assessment in which to pay or appeal the fine against a tenant or owner.
 - b. The owner shall also be assessed a late fee for each month the fine remains unpaid, unless the Board of Directors chooses to reduce, suspend, or waive the fine.
 - c. Fines are to be paid by check or money order only. No Cash Transactions will be conducted for accounting and security reasons.
 - d. If paid directly to The Pavilion At Waikiki, you must obtain a receipt for the payment of any fines.
4. **APPEAL OF FINES:** Any citation or fine may be appealed as provided in this subsection.
 - a. Within twenty (20) days of the date of a citation or fine, an owner may appeal to the Board of Directors by mailing or delivering a written notice of appeal to the Board of Directors via the Managing Agent.
 - b. The owner may appeal to the Board Of Directors, any citation, penalty, or fine issued or imposed by a Board Member, Resident or Office Manager or Managing Agent. An appeal must be in writing and must include essential facts and circumstances to support a request for reconsideration of the citation or fines. In addition, the owner may appear before the Board at a regular meeting of the Board of Directors during which the appeal is considered.
 - c. The Board of Directors may reduce, suspend, or waive any citation or fine after consideration of the appeal. The Board of Directors will mail or deliver a written decision to the person making the appeal within thirty (30) days of receipt of the notice of appeal.
 - d. Where a monetary fine is imposed, the fine must be paid within the time frame established even if the Board is considering an appeal. If the appeal is successful, the fine will be returned to the owner. No refunds will be made without the original receipt and your written request for reimbursement, signed by the Board Of Directors.

SAFETY AND ENERGY SAVINGS

Because energy drains in one unit affect the electric bill, and therefore, the maintenance fee for all units, The Board Of Directors will conduct regular inspections of each apartment paying attention to elements which could affect the safety and/or energy usage of the building as a whole. Lanai railings will be checked as will plumbing and appliances, including the air conditioning unit. A report will be furnished to the owner stating those elements which need attention. The owner will be given a specified period of time to correct the issues. If not corrected in a timely manner, owner could face fines in accordance with our fining policy.

Ample notice will be given to arrange for a mutually convenient time for these inspections. Please

make every effort to cooperate with the Board Of Directors and Resident or Office Manager when they are attempting to schedule these inspections.

AMENDMENT APPROVAL

By authority of Article V Section 3 of the By-Laws of The Pavilion at Waikiki and in regard to Paragraph E, Section 3 of the Declaration for The Pavilion at Waikiki, the Board of Directors may amend or alter the House Rules whenever the need arises.

House Rules approved, amended and accepted by the Board of Directors.

The Board Of Directors
AOAO - The Pavilion At Waikiki

TERMINOLOGY

Apartment Owner:

The owner of record of any apartment.

Agents:

Any real estate broker, corporation, firm or individual empowered to act on behalf of any apartment owner.

Competent Swimmer:

Any person who is a good swimmer.

Guest:

Persons who visit the premises for a period of time, at the invitation of a resident, without making payment for same.

Managing Agent:

The management firm appointed by the Board of Directors.

Nonresident Owners:

Owners not living in The Pavilion At Waikiki.

Residents:

All persons living in The Pavilion At Waikiki, including (without limitation), apartment owners, assignees, sub-lessees or tenants.

Resident or Office Manager:

Person or persons residing or working in the condominium and authorized by the Board Of Directors and the Managing Agent to exercise all on-site functions of the Managing Agent, including the enforcement of the House Rules.

CONTACT NUMBERS

IN CASE OF EMERGENCY OR IF YOU NEED ASSISTANCE

- * In case of Fire, Police or Ambulance dial *911* and state which service you need.
- * The Resident or Office Managers Office is open Monday through Friday, excluding holidays. The Resident or Office Managers working hours may vary to accommodate demand but will be prominently posted on or near the office door.
- * For non-emergency situations, call the Resident or Office Manager's Office at 947- 3077 and leave a message.
- * If you require immediate attention, other than Fire, Police, Ambulance, you may call the Resident or Office Manager's cell phone at 479-3489.
- * If none of the above numbers can be reached, contact the current Managing Agent, Certified Management, during normal business hours at 836 - 0911. After hours, call 533 -3116. State your name, the building you are calling from and the reason you are calling.

NOTICE! The Pavilion does not have an emergency generator.
If the power goes off, there is no lighting, elevator service, air conditioning or water.
Please plan ahead for emergencies and natural disasters.

Side Job Release Form (House Rule #2)

The AOA of The Pavilion At Waikiki does not prohibit Pavilion employees from working side jobs for residents on the employees' own time; however, it does prohibit working in individual units or for residents ANYWHERE during the Pavilion employees' regular working hours, including lunch or any other kind of break. Days that the employee is off work or before and/or after the employees' shift are the only permitted work times, as long as those times do not violate hours of construction or other regulations as stated in The Pavilion House Rules.

If an employee is engaged in work on side jobs during his/her regularly scheduled shift, disciplinary action, up to and/or including termination, will result.

The Pavilion employee is not acting as an employee of the Pavilion while working side jobs; therefore, the Pavilion is not involved in any contract, actual or implied, nor is The Pavilion responsible for any damage or injury that may result. If you would like to engage one of The Pavilion employees to perform work for you while off duty, it is necessary you complete the following and abide by the terms stated herein and in the House Rules:

Acknowledging the above, by signing below I hereby authorize stated employee(s) to work in my unit or elsewhere, as described below after his/her regular Pavilion shift. I understand that the work being performed is by the individual and in no way constitutes a contract, actual or implied, between myself and The Pavilion At Waikiki AOA and I hereby release the Pavilion from any and all liability. I fully understand that I am assuming personal responsibility for any accidents, damage and/or injury to worker and/or property resulting from said work. **No Pavilion tools or equipment will be used in the performance of this work.**

Name of person requesting work: _____ Unit # _____
Please Print Legibly

Signature of person requesting work: _____ Date: _____

Name of person(s) performing work: _____
Please Print Legibly

Signature of person(s) performing work: _____ Date: _____

Signature of person(s) performing work: _____ Date: _____

Work Start Date and Time: _____

Work description and location: _____

Work End Date and Time: _____

Return this signed form to the Resident or Office Manager of The Pavilion At Waikiki to be filed in Unit file.

Received this signed form this _____ day of _____, 20____

Resident or Office Manager's Name (Please Print Legibly) and Signature

PAVILION AT WAIKIKI – PET REQUEST

Today's Date: _____

Unit # _____

Unit Phone # _____

Unit Owner: _____

Last Name, First Name (Please print legibly)

Owner's Phone Number (Include Area Code)

Owner's Complete Address : _____
(Include ZIP)

RESIDENT requesting pet authorization: _____

(Cell Phone Number & e-mail address) Owner Lessee Current Lease End Date: _____

Check List for applying for pet approval:

Upon registration, each pet applicant must show evidence of having homeowner's or renter's liability insurance which covers animals or pets with liability limits of at least \$300,000.00 and also naming the Association as an additional insured.

Renters shall have WRITTEN approval from the Owner of the apartment PRIOR to seeking approval from the Board of Directors. Said WRITTEN approval from the owner of the apartment shall be included with the request form.

Show license for pet if required by state law (dog).

Vaccination records must accompany request form.

The request for approval of a Service Animal must be accompanied by a letter from a licensed Health Care Provider stating the need for the service animal.

PHOTO OF PET (REQUIRED)

DESCRIPTION OF PET: (TYPE, BREED (IF APPLICABLE), COLOR, AGE, NAME, WEIGHT AT MATURITY):

NOTE: Any personal injury or property damage caused by a pet will be the full responsibility of the pet owner and the Owner of the Apartment in which the pet is kept. The cost of repair or replacement and/or the cost of personal injury damages shall be specially assessed to such person(s). Each Owner of a pet or the Owner of the Apartment in which such pet is kept shall indemnify and hold the Association and the Board of Directors harmless from and against any and all claims, liabilities, or damages arising out of the presence of such pet in the Apartment and elsewhere on the property.

By signing below I hereby certify the provided information to be true and correct and apply for the approval of the Board Of Directors of the AOA of The Pavilion At Waikiki to house the described pet at The Pavilion At Waikiki. I acknowledge I have received The House Rules, most recent version, and will abide by them.

Sign/Print Legibly _____

Date _____

The Board of Directors of the AOA of The Pavilion At Waikiki has reviewed the presented materials. Based on the information received, the decision has been reached to Approve Deny the request.

In the event of Approval: No pet approval by the Board of Directors is final or irrevocable. Any pet that is dirty, smelly, infested with fleas or other pests, causes unreasonable disturbance to any Resident or causes damages to the property or its occupants, or is otherwise "a nuisance", shall be immediately removed by the unit Owner or by the Occupant of the Apartment in which it is kept upon the request of the Board of Directors, in accordance with the guidelines set forth in The House Rules.

In the event of Denial: The pet presented for approval does not meet the criteria set forth in The House Rules. Please carefully read Section 14-1 thru 7. If, after reading the House Rules you still have questions or would like to appeal the decision of The Board of Directors, please write a letter to The Board stating your reasons for appeal. A second review will be conducted and you will be advised of the results. Pet MAY NOT be kept on the property during the appeals process.

Signature of BOD Rep. / Title _____

Date _____

Copy to Applicant Copy to Unit Owner Copy to Unit File Copy to Management Company

Form Updated 03/01/09

UNIT MAINTENANCE CHECKLIST

EVERY THREE (3) MONTHS

- **Exercise Valves:** The shutoff valves under your kitchen and bathroom sinks and below your toilet need to be turned off and on again to prevent them from freezing due to corrosion and rust. Please turn valves off slowly and then turn on again, backing up a quarter (1/4) turn upon completion. IF THE VALVE DOES NOT TURN EASILY DO NOT FORCE IT, or if you do not understand this procedures, please contact your resident or office manager. DATE LAST PERFORMED: _____
- **Check for running toilet or leaking faucets:** If your toilet continues to run after flushed or if you have dripping faucets, you are contributing to maintenance fee increases. Repair kits can be obtained from your local hardware store. If you are not comfortable making these repairs yourself please contact your handyman or plumber. DATE LAST PERFORMED: _____
- **Inspect Air Conditioner Filters:** The filters in your air conditioner unit could get so dirty that it prevents your air conditioner from cooling your unit efficiently. It also needs to be clean to improve the air quality in your unit. Air filters are replaceable and can be purchased. Please contact the Resident or Office Manager for information. The office may have your type of filter on hand for sale. DATE LAST PERFORMED: _____
- **Inspect Air Conditioner For Leaks:** Leaks can damage your unit, common areas, as well as surrounding units for which you could be financially responsible. It is your responsibility to maintain your Air Conditioner unit. Check floor, walls and lanai for sign of water. Notify the Resident or Office Manager immediately of any evidence of leakage. DATE LAST PERFORMED: _____

EVERY SIX (6) MONTHS

- **Clean Parking Stall:** Residents are responsible for the cleanliness of their parking stalls, including the removal of any grease. If your parking stall needs to be cleaned and you fail to clean it yourself, the Resident or Office Manager will have the stall cleaned and the owner will be charged accordingly. Place absorbent on oil spills (just enough to cover the oil). Spread the absorbent over the oil to soak up as much as possible. Do not leave the absorbent on the floor longer than overnight. Once the oil is absorbed, sweep it up and place it in a trash bag. Dispose of the trash bag in nearest trash receptacle. DATE LAST PERFORMED: _____

EVERY TWELVE (12) MONTHS

- **Clean Dryer Vents:** Clean out your dryer vent from lint or any other debris. A blocked dryer vent is a fire hazard and will prevent your dryer from drying your laundry efficiently. If you do not know where to find this vent, contact the Resident or Office Manager. Filter inside dryer needs to be cleaned each time you use the dryer. DATE LAST PERFORMED: _____
- **Check Lanai Railing:** Check lanai railing by staying safely on lanai and reaching out to the railing. Fell to see if there is any movement of the railing while trying to push it away and pull it toward you. If there is any movement please contact Resident or Office Manager immediately. **Do not lean on the railing with you whole body to check the railing.** DATE LAST PERFORMED: _____