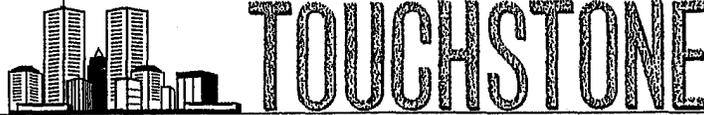


 *Queen Emma Gardens*
Condominiums

HOUSE RULES
and
DESIGN MODIFICATION
MANUAL

APPROVED JULY 26, 2006

1519 NUUANU AVENUE HONOLULU, HAWAII 96817 TELEPHONE (808) 538-7085 FAX (808) 528-5164



PROPERTIES LTD

PACIFIC GUARDIAN CENTER • MAUKA TOWER • 737 BISHOP STREET • SUITE 2700 • HONOLULU • HAWAII • 96813
PHONE (808) 566-4100 • FAX (808) 566-4110 • E-MAIL: TouchstoneProperties@hawaii.rr.com

August 23, 2006

Re: Queen Emma House Rules

Dear Queen Emma Gardens Residents & Non-resident Owners:

Enclosed you will find a copy of the latest revised ***House Rules and Design Modification Manual*** for Queen Emma Gardens. These house rules have been revised by the Board of Directors and reviewed by the Association's attorney to ensure compliance with the Declaration and By-Laws of the Association, Chapter 514-A Hawaii Revised Statutes, and other appropriate statutes, ordinances, rules or regulations enacted by federal and state governmental authority. They were adopted by the Board of Directors on July 26, 2006 and **are effective and enforceable as of September 22, 2006**. A copy is being provided to all current residents and non-resident owners. If you are a non-resident owner, you must ensure that your current and future tenants are provided with a copy of these rules and any subsequent amendments prior to moving into Queen Emma Gardens.

The House Rules were established to promote a harmonious living environment and to insure a uniform, attractive appearance of the project to preserve the value of your investment. Please review these house rules carefully. **If you are renting your unit, please provide your tenants and/or managing agent with a copy of the new house rules.** Additional copies of the house rules are available from the resident manager (538-7085) or Touchstone Properties, Ltd. (566-4100) for a nominal fee.

Sincerely,

TOUCHSTONE PROPERTIES LTD.
Agent for QUEEN EMMA GARDENS AOAO

James M. Merrell, (R) PCAM®
Property Manager

TABLE OF CONTENTS

SECTION A.

Rules Pertaining to General Matters

Keys	A-1
Hazards	A-1
Suggestions	A-1
Registration	A-1
Owner Responsibility	A-1

SECTION B

Rules Pertaining to Apartment

Doors, Windows, & Lanais	B-1
Apartment Entrances	B-2
Common Areas, Grounds	B-2
Noise	B-2
Emergencies	B-3
Deliveries	B-3
Trash Disposal/Trash Chutes	B-3
Prohibited Appliances	B-4
Air Conditioning	B-4
Remodeling and Renovations	B-4

SECTION C

Rules Pertaining to Common Elements & Limited Common Elements

Soliciting	C-1
Surfboards, Bicycles, Tricycles, Scooters, Skates & Like Vehicles	C-1
Moving	C-1
Protection of Common Elements	C-2
Damages	C-2
Access	C-2
Litter	C-2
Landscaping	C-2
Recreational Facilities	C-2
Laundry Area and Facilities	C-2
Animal Feeding	C-3
Smoking	C-3
Wire Cage Storage Lockers	C-3
Antenna, Satellite Dish and Similar Structures	C-4
Miscellaneous	C-4
Fire Escapes	C-4
Bicycle Parking & Storage	C-4
Posting of Notices	C-5

SECTION D

Rules Pertaining to Vehicles	
Vehicle Registration	D-1
Car Washing	D-1
Parking Stalls	D-1
Movement of Vehicles	D-1
Access	D-1
Parking	D-1
Nuisance	D-1
Assigned Parking	D-1
Restricted Parking	D-1
Non-Recreation	D-2
Stall Maintenance	D-2
Parking Permits	D-2
Visitor Parking	D-2

SECTION E

Rules Pertaining to Violation of House Rules	
Violation of House Rules	E-1
Payment of Fines and Liability	E-2
Hearings	E-2
Nonconforming Fixture, Equipment, Structure or Use	E-3

SECTION F

Exhibit 1 Swimming Pool and Wading Pool Rules	F-1
Exhibit 2 Teahouse Rules	F-4
Exhibit 3 House Rules for Pets	F-6
Exhibit 4 Air Conditioner Installation Rules	F-12
Exhibit 5 Conference/Social/Library Room Rules	F-14
Exhibit 6 Fair Housing and Harassment Policy	F-16

DESIGN MODIFICATION MANUAL

SECTION "A"
RULES PERTAINING TO GENERAL MATTERS

1. Keys. Association management, employees, volunteers, agents and contract personnel are prohibited from accepting or holding any key(s) to any and all apartments, and therefore do not provide lockout services. Such services must be at apartment owners and/or occupants expense.
2. Hazards. Nothing shall be allowed, done or kept in any apartment unit or in any common area of the Complex which could overload or impair floors, walls or roofs thereof, or cause any increase in the ordinary premium rates or the cancellation or invalidation of any insurance maintained by or for the Association, nor shall any noxious or offensive activity or nuisance be made or suffered thereon. **WATERBEDS ARE EXPRESSLY PROHIBITED IN THIS COMPLEX.** No owner shall use or permit to be brought into the building or common areas anything deemed in the reasonable opinion of the Board of Directors to be hazardous to life, limb or property, such as gasoline, kerosene or other combustibles of like nature, gunpowder, fireworks or other explosives.
3. Suggestions. Complaints and suggestions regarding the Complex must be made in writing to the President of the Association, Board of Directors, the Managing Agent or the Resident Manager. Rental residents must submit their suggestions and/or complaints to the apartment owner.
4. Registration. All residents must register with the Resident Manager prior to occupancy.
5. Owner Responsibility. An apartment owner must, upon request of the Board of Directors, the Managing Agent or the Resident Manager, immediately abate and remove, at his sole expense, any structure, thing or condition that may exist with regard to the occupancy of his apartment by himself his lessee(s), renter(s), or guest(s) which is in violation of the lease, Declaration, By-Laws or these House Rules or contrary to the intent and meaning of the provisions hereof; or, if the apartment owner is unable to control or require the lessee(s), renter(s) or guest(s) to comply herewith, he must, upon request of the Board of Directors, the Managing Agent or the Resident Manager, immediately remove such lessee(s), renter(s) or guest(s) from the premises, without compensation for lost rentals or any other damage resulting therefrom.

The apartment owner is responsible for designating a local agent to represent his/her interest if his/her residence is outside of the State of Hawaii, or if he/she will be absent from the apartment for more than thirty (30) days. Each apartment owner must file with the Managing Agent or the Resident Manager his out-of-town address and telephone number and the telephone number of his/her agent.

Each apartment owner and his/her tenants and/or guests must observe and comply with all applicable Federal, State and County laws, as well as the Declaration, By-Laws and these House Rules, which govern Queen Emma Gardens AOA (QEG). Owners are responsible for expenses including attorneys' fees and costs, related to enforcement of applicable laws and the governing documents against them.

Owners are responsible for the conduct of their tenants, visitors, family members, guests, contractors, invitees or anyone using the complex through the owner. Any violation of the House Rules by such a person is the legal responsibility of the owner.

Each apartment owner must keep his apartment and all fixtures and equipment therein in good order, and condition and repaint and redecorate as necessary to maintain the good appearance and condition of the apartment. All maintenance, repairs and improvements to an apartment must be performed by the apartment owner at owner's sole expense.

SECTION "B"
RULES PERTAINING TO APARTMENT

1. Doors, Windows & Lanais. Nothing shall be attached to or hung from the exterior of any building, nor shall anything protrude through the walls, windows or roof thereof, (except as permitted under the Declaration or the By-Laws). If window coverings (i.e. drapes, blinds, etc) are subject to view from the exterior, they must be of a solid color in white, or light shades of cream, tan or gray. Clothing, laundry or articles such as pictures, mirrors, etc. must not be hung in doorways or windows in such manner as to be in view of persons outside of the buildings.
 - a. Window Ledge. The "eye brow" or ledge outside the living room and bedroom window(s) of each apartment is a common area and shall not be accessed at any time. No objects or items of any kind are to be placed thereon.
 - b. Throwing Objects from Building. Nothing can be thrown from any window, lanai, or opening, including specifically, but without limitation, cigarettes, cigarette butts, matches, rubbish, etc.
 - i. Open lanais must be maintained in a neat and clutter free appearance at all times. Only furniture specifically designed for outdoor use may be kept on an open lanai. Sunshades manufactured by California Sunshades, which are white in color, may be installed on lanais, subject to execution of "Notice & Waiver" form, acknowledging that the installation of the sunshade has not been approved by the Department of Planning & Permitting.
 - ii. The following items are specifically prohibited on open lanais: living room or bedroom furniture, appliances, storage cabinets, boxes, surfboards, and bikes. In addition, no rugs, towels, clothing, or other textiles may be hung on or draped from lanais, lanai furniture, or railings. Using the lanai as a place of storage, whether on a temporary or permanent basis, is strictly prohibited.
 - iii. Only small potted plants with drip pans, which do not exceed the height of the railings and do not grow beyond the boundaries of one's own lanai, are permitted.
 - iv. The watering of plants and the sweeping and mopping of lanais must be accomplished in a manner which will not create a nuisance to persons residing in neighboring apartments or to persons outside the buildings. Water or other liquids must not be allowed to run over the edge of lanais or landings.
 - v. No plants, wind chimes, or other obstructions may be hung from, or attached to lanai ceilings or railings or placed over lanai railing.

- vi. Nothing may be attached to or hung from the lanai walls, including, without limitation, pictures, dartboards, lattice, wall decorations, etc.
 - vii. No fires, open flames, hibachis or grills of any kind whatsoever are permitted in any portion of the apartment, building or lanai.
- e. Lanai Enclosures. Notwithstanding subsection B.1, an apartment owner may enclose his lanai subject to approval by the Board of Directors and pursuant to all requirements set forth in the Declaration and By-Laws pertaining to alterations of apartments. The lanai enclosure must be in accordance with the Special District (Punchbowl) Minor Permit approval dated April 19, 2000 and the application document (Revision 1 dated June 5, 2000 to plans dated March 6, 2000 and date-stamped April 6, 2000) for said permit, which are incorporated herein by reference and made a part hereof for all purposes. The apartment owner must comply with the procedures established by the Board of Directors for securing the Board's approval.
2. Apartment Entrances. No footwear, welcome mats, plants, decorations, etc. shall be placed in the corridor, or, in front of entrances of any apartment.
3. Common Areas; Grounds. Residents and guests must not cause or allow litter or debris to be dropped or to remain in the common areas.
4. Noise. Excessive noise or any disturbance which may annoy or interfere with the right, comfort and convenience of others will not be tolerated at any time. The volume of radios, televisions, stereos, amplifiers, musical instruments, etc., must be turned down to avoid disturbing others. As a courtesy to neighbors, all residents must make a reasonable effort to minimize the generation of excessive noise. In particular, occupants and guests are requested to refrain from heavy walking or running in their apartment and to avoid the slamming of doors and windows.
- a. Screaming, running or playing in common area corridor hallways is prohibited at all times.
 - b. Quiet hours must be observed between 10:00 p.m. and 7:00 a.m. daily. Vacuum cleaners must not be run during quiet hours.
 - c. Laborers (i.e. contractors, repair persons, handy-men) or household members must perform apartment repairs, modifications, renovations, alterations, etc. only between 8:00 a.m. and 5:00 p.m., Monday through Friday, and 9:00 a.m. to 5:00 p.m. on Saturdays. No such work is allowed on Sundays and all State, City and Federal Holidays, except for emergency repair work as deemed necessary by, and with written permission from the Resident Manager. The same restrictions apply to the use of any and all power tools and/or hand tools by anyone.
 - d. Excessive noise must be reported to the Resident Manager and/or Property Watch Person who will take appropriate action.

5. Emergencies. If an emergency concerns FIRE, POLICE, or MEDICAL: Dial 911, then call the Resident Manager or Watch Staff at 538-7085 to assist emergency personnel. Any emergency, particularly such emergencies as flooding, fire, theft, etc. should be brought to the attention of the Resident Manager, Managing Agent, or the Watch Staff as soon as possible. Association personnel are authorized to forcibly enter an apartment to address any situation which endangers life or property and shall not be deemed to be trespassing. Owners are responsible for any costs incurred and/or damages to the apartment, other apartments, common areas or limited common areas as a result of a forcible entry due to an emergency.

Fire extinguishers are located in specially marked containers in each residential hallway. Residents are advised to keep a fire extinguisher in the kitchen to decrease response time to cooking fires, etc.

6. Deliveries. The Resident Manager, Managing Agent, Association employees and/or Board of Directors are not responsible for packages or other deliveries left in halls, at doors of units or any other undesignated place in the Complex, and are also not responsible for any personal property placed or left in or about the buildings.

7. Trash Disposal/Trash Chutes. Trash chutes are to be used only between the hours of 7:00 a.m. and 10:00 p.m. daily.

- a. Trash must be bagged and properly secured.
- b. Large objects which could clog the chute must be placed in the trash room in the basement of your building. Boxes must be flattened prior to being placed in the basement trash room.
- c. Removal of bulky items must be arranged with the Resident Manager. The Association will arrange for disposal of bulky items at a cost of \$25.00 per item. Any bulky items left in the trash room or any common area will be removed by the staff and the owner of said items will be charged accordingly.
- d. Recyclable materials, such as glass, aluminum, clear plastics and newspapers must be placed in the appropriate recycling bins located at the Ewa end of each parking garage in the King & Queen Towers and at the basement lobby entry/exit in the Prince Tower.
- e. Waste of a flammable nature, and any other refuse or waste materials, which may create an unpleasant odor, discharge noxious or flammable gases or pose any hazard to health or property, must not be deposited in any trash chute or garbage collection area. Such prohibited items include, but are not limited to: aerosol cans, paints, paint cans and supplies, lit or hot cigarette butts, unwrapped or un-bagged foods, animal feces or diapers.

It is the responsibility of individual owners and/or occupants to make their own arrangements to have such waste removed from the property. The apartment owner will be held liable for any damages or cost of repairs, resulting from the failure to adhere to this policy.

- f. Nothing must be left in the trash chute rooms (utility rooms) on individual floors.
 - g. It is the responsibility of individual owners and/or occupants to make their own arrangements to have construction waste (i.e. lumber, drywall, plumbing equipment or materials, etc.) hauled away. The disposal of such waste via the trash chute or via the use of property trash bins is prohibited. Any construction waste left in the trash room or any common area will be removed by the staff and the apartment owner will be fined an amount not less than \$200.00.
8. Prohibited Appliances. Dishwashers, and clothes washing machines and dryers are prohibited in individual apartments due to their adverse impact on the buildings' operating systems, including hot water shortages, electrical failures and plumbing back-ups. The apartment owner will be held liable for any damage caused by, or resulting from, such an illegal installation.
9. Air Conditioning. All air conditioning units must be approved by the Board prior to installation to insure that the voltage requirements are compatible with the electrical system of the Complex. The installation of air conditioning units must be in accordance with the rules and regulations attached hereto as Section "F" Exhibit "4" and made a part hereof for all purposes. Apartment owners also must follow all requirements set forth in the Declaration and By-Laws pertaining to alterations of their apartments for installation of air conditioning units.
10. Remodeling and Renovations. Please refer to the Queen Emma Gardens "Remodeling & Renovation Policies" which dictate the requirement which must be met prior to initiating repair and/or renovation projects in any apartment.

SECTION "C"
RULES PERTAINING TO COMMON ELEMENTS AND
LIMITED COMMON ELEMENTS

1. Soliciting. Charitable or commercial soliciting for sales of goods and services, or religious or political activities are prohibited in the Complex unless approved by the Board of Directors.
2. Surfboards, Bicycles, Tricycles, Scooters, Skates and Like Vehicles. Surfboards must be stored in the apartment and not in or on any common element of the Complex. Bicycles must be stored in the designated bicycle storage area in the Complex; provided, however, if no such area has been designated then bicycles must be stored in the apartment (see paragraph 17 of this section). Bicycles, tricycles, scooters, skates, skateboards and like vehicles except for vehicles used by disabled persons cannot be operated in the common areas of the Complex, buildings, or the walkways and roadways of the Complex. All bicycles must be registered with the Resident Manager. Bicycles may be ridden on the roadway by ingress or egress only.
3. Moving. For the purpose of these House Rules, the term "moving" is defined as move-ins, move-outs, moving of large items (i.e. construction materials, freight/parcel deliveries, furniture, appliances, etc.), or items large in number.
 - a. Moving must be coordinated through the Resident Manager or the Managing Agent as far in advance as possible. Unscheduled moving will be allowed only if the freight elevator is available and all applicable requirements (i.e. resident/owner registration, moving deposit, etc.) have been met.
 - b. Hours of moving are from 8:00 a.m. to 8:00 p.m., Monday through Saturday only. Moving is prohibited on Sundays and all State, City, and Federal Holidays.
 - c. A refundable moving deposit of \$100.00 is required prior to any moving. An inspection of the freight elevator and related common areas will be conducted, in the presence of the user, prior to and immediately following every move. The cost of any damage to the building, freight elevator, or related common areas caused by moving of any items will be deducted from said deposit, or, such damages will be repaired at the expense of the apartment owner and/or resident on whose behalf such moving was being performed.

If at the end of the move no damages are found, the deposit will be returned immediately. If damages are discovered during the post move inspection, the refundable deposit will be held until all costs for such damages have been recovered. Any remaining balance will be sent to the issuer within 30 days after the scheduled move. Any balance owed for damages above the deposit amount will be at the expense of the apartment owner and/or resident on whose behalf such moving was being performed.

- d. Loading and unloading must be done in designated loading areas at the street level of the Complex. Loading and unloading of vehicles and elevators must be done in a manner which does not impede, block or otherwise hamper the ingress and egress of residents/visitors to the building or any access ramps or equipment.
 - e. Parking of moving/freight/delivery vehicles on sidewalks, or the placement of loading ramps on the entry stairs, is prohibited. Said vehicles must park in a manner that does not impede, block, or otherwise hamper the ingress and egress of residents/visitors of the building or any access ramps or equipment. Damage sustained to any vehicles or the common areas or the limited common areas will be charged to the apartment owner and /or resident on whose behalf such moving is being performed.
- 4. Protection of Common Areas. Furniture, furnishings and equipment for the common elements have been provided for the safety, comfort and convenience of all residents and guests of the residential apartments, and therefore, must not be altered, extended, removed or transferred to other areas without permission from the Managing Agent or the Board of Directors.
 - 5. Damages. Each apartment owner and tenant will be held jointly and severally liable for any damage or destruction to any common or limited common elements caused by himself, his children, his guests, customers or employees or any other occupant (s) of his apartment.
 - 6. Access. The walkways, stairways, elevators, building entrances, driveways and other similar common elements are to be used strictly for ingress and egress from the parking and apartment areas, and must be at all times kept free from obstructions.
 - 7. Litter. Waste receptacles are provided for use in the common elements. At no time, nor for any reason, shall any kind of trash/waste be deposited anywhere except in provided receptacles.
 - 8. Landscaping. The Complex's landscaping is not to be removed, picked, transplanted, or added to by any residents or guests.
 - 9. Recreational Facilities. All Residents and permitted guests shall abide by the Swimming Pool and Wading Pool Rules and Regulations attached hereto as Section "F", Exhibit "1" and made a part hereof. Each apartment owner shall abide by the Rules and Regulations which pertain to the teahouses, social room/library, and any other recreational facilities, which are attached here to as Section "F", Exhibit "2" and Exhibit "5".
 - 10. Laundry Area and Facilities. The laundry facilities and area may be used only by the residents of the Complex. Laundry Room hours are between 5:30 a.m. and 10:00 p.m. in the Queen and Prince Buildings, and 24 hours in the King Building.
 - a. Limit of two (2) washers or dryers per household may be use at one time. Each household may choose to use a combination of one (1) washer and one (1) dryer. However, no more than a total of two (2) machines may be used at any one time by

any one household.

- b. Use of the laundry room appliances is on a first come, first serve basis. The reserving of machines is prohibited.
 - c. Any clothing left in machines after completion of cycle will be removed by Management and/or staff and will be bagged and taken to the Watch Staff office. Residents should call the Management or Watch Staff offices at 538-7085 to report or remove unattended laundry.
 - d. Sitting on tables or counter tops is not permitted.
 - e. Walkways must be kept clear of obstructions. Laundry baskets and other items should be placed in such a manner that walkways remain clear with access to machines.
 - f. Machine malfunctions and/or violations of Rules of Operation should be reported to Resident Manager or Watch Staff.
 - g. QEG and its Management, are not responsible for lost or stolen items.
 - h. Pets are prohibited in the laundry area and facilities.
11. Animal Feeding. Feeding of any animals on the grounds is prohibited. Carp/Koi require a special diet and feeding them is also prohibited. See Section "F", Exhibit "3".C. 14 pertaining to pets.
12. Smoking. Smoking is prohibited in all covered common areas in the Complex (those areas with a ceiling overhead) and other designated areas as specified in these rules and/or as indicated via the placement of signs. "Covered" as defined by the Department of Planning & Permitting (DPP) is any area with one vertical wall and a horizontal roof or ceiling. Smoking is specifically prohibited in parking garage.
13. Wire Cage Storage Lockers. Wire cage storage lockers are available for use, without any fee, on a space available basis by owners/tenants of the Complex. Each owner/tenant may have the use of one (1) storage locker. An owner/tenant may use a locker at his/her own risk and may not make any claim against the Association, its agents or employees or Board members for property damage or personal injury due to the use of such locker. Because the lockers are common property, occupancy is not attached to apartment ownership and right of use ceases on the day the apartment transfer of title occurs. The storage unit then will be made available to the next person on the waiting list, should one exist.

Lockers shall be issued on a first come first served basis, subject to the following priorities:

- 1) Priority shall be given first to applicants of an apartment without a lanai storage cabinet.
- 2) Thereafter, the next priority shall be to an owner with a lanai storage cabinet.
- 3) Then a tenant of an apartment with a lanai storage cabinet.

14. Antenna, Satellite Dish and Similar Structures. Antenna, satellite dish and similar structures installed in the Complex must comply with the Design Modification Manual.
15. Miscellaneous. By order of the Honolulu Fire Department, the mauka corridor doors must remain closed at all times.
16. Fire Escapes. Fire escapes and landings are for ingress and egress only. Loitering, smoking or any other activity is prohibited. Unless otherwise designated, exterior exit doors at the main lobby level and the ground level must remain locked at all times.
17. Bicycle Parking & Storage. The bike storage facility is a secured cage located in the upper garage of the property and is accessible 24 hours a day, seven days a week via the use of the pool gate key.
 - a. Bicycles must be stored in the designated storage area on the property (the bike cage), in one's apartment, or in private storage. Parking of bikes in vehicular parking stalls or other common areas, and/or securing a bike to any common element (i.e. light post or signpost, railing, tree, etc.) is prohibited. Any bike found in any of these areas or in any of these fashions will be cited and/or removed in accordance with paragraph "c" of this section. The bicycle storage area (bike cage), located in the upper garage, is available for use by residents of QEG only, without any fee, on a space available basis. In the event the bike cage is full, then bicycles must be stored in one's apartment or in private storage.
 - b. All bicycles parked or stored in the bike cage must be registered with the Resident Manager's office and will be required to display a numbered QEG bicycle decal. This decal must be placed on an area of the bike, in plain view, preferably near the handle bar.
 - c. Any bicycle found in the bike cage without a decal, and/or found to be unregistered with the Resident Manager's office, or found in violation of any of these House Rules, will be cited. If, after seven (7) days the bike remains unregistered, and/or without a decal, or found in violation of any other House Rule, the said bike will be removed by staff, without warning, and held in storage until claimed by the bike owner. Proof of ownership of the bicycle, and/or payment of any fines as a result thereof, must be provided in order to claim said bike from storage. Unclaimed bikes will be auctioned off or donated to charity, and will be done so in accordance with all applicable laws. QEG, its Board of Directors, Management and staff will not be responsible for returning unregistered bikes to those who are subsequently discovered not to be the actual owners of the bikes, absent gross negligence or actual malfeasance.
 - d. If the owner of a bike in violation of these rules is a QEG resident, or a visitor of a QEG resident, the said resident and/or the owner of said residents apartment will be subject to the issuance of House Rule Violation notices and/or monetary fines in accordance with Section "E" of the QEG House Rules.
 - e. Users of the bike cage are responsible for securing their own bikes. All bikes must be

secured in a manner which does not impede other bikes or which does not create a hazard for those utilizing the bike cage.

- f. Bikes must be stored/parked and secured to the bike rack only and must not be stored, parked or secured on or to any plumbing or electrical pipes inside or outside the cage. Bikes must not be secured, fastened, parked or stored on or to any portion, inside or out, of the fence or fence posts surrounding the bike cage. Any bike found parked in any of these areas or in any of these fashions will be cited and/or removed in accordance with paragraph "c" of this section.
 - g. The bike cage is for storage of adult and children's bicycles only. The storage, parking or securing of tricycles, scooters, mopeds and/or wheeled toys is prohibited in or about the bike cage.
 - h. QEG, its Board of Directors, Management and staff will not be responsible for the theft of, or any damage to, any bike stored, parked or secured within the bike storage facility (bike cage) or anywhere else on the QEG Property.
 - i. RESIDENT(s) are responsible for any damage to the Complex caused by RESIDENT(s) or any of RESIDENT's guests when using the Bike Cage. QEG is not responsible for any damage or loss to the property contained in the bike cage or for any bicycles kept anywhere at QEG. QEG is not responsible for consequential damages or loss of use. RESIDENT(s) waive all rights in conflict with this agreement. RESIDENT(s) will indemnify and hold harmless QEG, its directors, officers, agents and employees from and against any and all claims, suits, damages losses and expenses, including attorneys' fees and costs, arising out of or resulting from RESIDENT's use of the bike cage.
18. Posting of Notices. No notice, advertisement, bill, poster, illumination or other signs shall be inscribed or posted on or about the Complex, unless approved in writing by the Board of Directors or Managing Agent, nor shall anything be projected from any windows.

SECTION "D"
RULES PERTAINING TO VEHICLES

For the purpose of these House Rules, the term "vehicle", "vehicles", or "motor vehicle" are defined as automobiles, vans, pick-up trucks, panel trucks, sport utility vehicles, motorcycles, and mopeds.

1. Vehicle Registration. Residents must register their vehicle(s) with the Managing Agent or the Resident Manager giving their name, telephone number, and vehicle information, prior to taking occupancy of their apartment.
2. Car Washing. Washing of vehicles is not permitted anywhere on the premises. Polishing of vehicles is permitted in the vehicle owner's/user's assigned parking stall only.
3. Parking Stalls. Only motor vehicles may be parked in a parking stall. Vehicles must be centered in stall. Storage of any items in parking stalls is prohibited.
4. Movement of Vehicles. Vehicles must travel at no more than five (5) miles per hour while on the Complex. Drivers must observe all posted traffic signs. Headlights must be used when traveling in the garage.
5. Access. All vehicles must be parked in such a manner as not to impede or prevent ready access to any entrance or to any exit from the Complex by another vehicle.
6. Parking. Vehicles parked in unauthorized areas are subject to tow without warning at such vehicle owners' expense. Caution should be used in parking, loading or unloading to prevent damage to the adjacent vehicle or facility. Vehicle owners will be held responsible for any damage in this regard.
7. Nuisance: Vehicle repairs and/or maintenance are prohibited anywhere on the premises, except for emergency repairs, which must be approved by the Resident Manager. Revving of engines is not permitted and all automobiles and motorcycles must be equipped with quiet mufflers. If loud mufflers cause noise disturbances, the Association may fine the owner of the vehicle with the loud muffler pursuant to Section "E" Rules Pertaining to Violations of House Rules. All cars parked in the parking areas must be in operational condition with current vehicle license and safety stickers as required by law. Violations of these rules shall be reported to Watch Staff or Resident Manager. In no event should the complainant confront the violator.
8. Assigned Parking. Parking stalls in the parking structure are limited common elements for the exclusive use of the registered user of the stall. Unauthorized vehicles may be towed without warning by the registered user of the stall at the vehicle owner's expense.
9. Restricted Parking. The yellow areas fronting the Complex buildings are loading zones. The maximum time limit for use of the loading zone is twenty (20) minutes. Parking is prohibited in any red zone within the Complex. Vehicles in violation are subject to tow without warning, at

the vehicle owner's expense. Loitering, playing of any music and the consumption of alcoholic beverages in any loading zone, visitor parking area, or in the parking garage is prohibited.

10. Non-Recreation: The parking areas must not be used as a recreation area.
11. Stall Maintenance. Owners/Residents must maintain clean parking stalls at all times, including the prompt removal of any oil/grease build-up. If the condition of a stall is deemed a health and/or safety hazard in the reasonable opinion of the Managing Agent, Resident Manager and/or the Board of Directors. Association staff will clean the stall and the owner will be charged a minimum fee of \$25.00. The vehicle causing the hazard must then be removed from the property immediately upon notice by Resident Manager until such time vehicle has been repaired.
12. Parking Permits. All vehicles parking in any reserved or assigned stall must be registered with the Resident Manager's office and must have a numbered Queen Emma Gardens AOA (QEG) parking decal attached to or displayed from the bottom interior passenger side of the vehicle's front windshield. Parking permits may be obtained from the Resident Manager's office. If parking decals are lost or damaged, a reasonable service charge will be made for a replacement. Vehicles not displaying the QEG parking decal on the designated area of said vehicle, while parked in any reserved or assigned stall will be cited and will be subject to one or more of the following actions: 1) issuance of a House Rules violation notice and/or citation; 2) towing without warning upon the request of the registered user of the stall; and 3) monetary fines at the apartment owner's expense. Towing costs shall be charged to the owner of the vehicle towed.
13. Visitor Parking. All vehicles using the QEG visitor parking area are required to abide by the following House Rules. Residents are responsible for informing their guests of these rules.
 - a. Unassigned outside parking spaces are reserved exclusively for visitors of those residents who reside at QEG. While parked in visitor parking, all vehicles must display a valid QEG Parking Permit in plain view on the front dashboard of the vehicle for as long as the vehicle is in said visitor parking space.
 - b. Designated Handi-Cap parking spaces in the visitor parking area are reserved exclusively for visitors of those residents who reside at QEG. Those vehicles parked in these handicap stalls must display a valid State of Hawaii handicap parking permit in plain view on the front dashboard of the vehicle for as long as the vehicle is in said visitor parking space.
 - c. Visitors must obtain a valid written permit for their vehicle from the Resident Manager's office, located in the lobby of the King Tower, during regular business hours (Monday through Friday, 8:00 a.m. to 4:30 p.m.). After hours and on holidays, permits must be obtained from the QEG Watch Staff office, also located in the lobby of the King Tower.

- d. Due to limited spaces, and to provide fair access to all visitors, each pass will be valid for a maximum of six (6) hours. Each pass may be renewed for another six (6) hours only if another vacant stall in the visitor parking area is available for use. Passes may only be renewed once per day. The Resident Manager may grant exceptions to this rule at his/her discretion.
- e. Visitors remaining after 2:00 a.m. are considered overnight guests. Vehicles of said guests in visitor parking stalls must also display valid QEG Overnight Visitor Parking permits on the front dashboard of said vehicles. The Resident Manager must approve the issuance of an Overnight Visitor Parking Permit for more than three (3) consecutive evenings for the same apartment. Each apartment is permitted up to seven (7) overnight parking passes per month for vehicles of guests remaining overnight. Overnight passes may be obtained from the Resident Manager, or the Watch Staff Office, if after office hours. The Resident Manager may grant exceptions to this rule at his/her discretion.
- f. Vehicles remaining in a visitor parking stall after their permit has expired, or any vehicle in a visitor parking stall that does not display a valid QEG Visitor Permit, on the front dashboard of said vehicle, will be subject to citation and/or towing, without warning, at the vehicle owner's expense. In addition, the owner of the apartment being visited by the person violating the House Rules may be subject to a House Rules Violation Notification and/or fines in accordance with Section "E" of these rules.
- g. Any unauthorized use of a QEG Parking Permit (ie. displaying an expired, doctored, copied or otherwise falsified permit) will subject the vehicle(s) displaying the unauthorized permits to citation and/or immediate tow, without warning, at the vehicle driver's and/or owner's expense. In addition, the owner of the apartment being visited by the person violating the House Rules may be subject to a House Rules Violation Notification and/or fines in accordance with Section "E" of these Rules.
- h. QEG residents are prohibited from parking their vehicles in the visitor parking stalls at all times, without the written consent of the Resident Manager and/or Managing Agent. Any resident vehicle found in the visitor parking area will be subject to citation and/or towing, without warning, at the vehicle owner's expense. In addition, the resident violating the House Rules may be subject to a House Rules Violation Notification and/or fines in accordance with Section "E" of these Rules.
- i. Visitors must be on the QEG premises while their vehicle is in the visitor parking area. Anyone observed parking their vehicle in a visitor stall and then seen leaving the property at any time, either by foot or other means, will be considered in violation of these House Rules and will subject said vehicle to citation and/or immediate tow at the driver's and/or owner's expense. In addition, the owner of the apartment being visited by the person violating the House Rules may be subject to a House Rules Violation Notification and/or fines in accordance with Section "E" of these Rules.

SECTION "E"
RULES PERTAINING TO VIOLATION OF HOUSE RULES

1. **Violation of House Rules.** The violation of any of these House Rules or any amendments hereto, gives the Board of Directors or its agent the right to:
 1. Enter during reasonable hours the apartment or common elements 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 and/or resident, any structure, thing or condition that may exist therein contrary to the intent and meaning of the provisions hereof. In so doing, the Board of Directors or its agent cannot be deemed guilty in any manner of trespass.
 2. Enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any such breach. All costs thereof, including attorney's fees, must be borne by the defaulting apartment owner and/or resident.
 3. In addition to the foregoing, a defaulting owner and/or resident (defaulter) may be subject to the following administrative sanctions:
 1. **Fine System.** A written citation will be delivered to both the apartment owner and violator notifying them of the violation. If the Resident Manager, Board of Directors, Managing Agent, or Watch Staff determines that a violation may warrant a fine, the citation or a subsequent notice shall be issued informing them of the amount of the proposed fine in an amount not to exceed \$200 which may be assessed for each violation after an opportunity to be heard as provided below. If the violation is not corrected, at the end of each ten (10) day period, it becomes a new offense and a new fine may be assessed. Any fine assessed against a defaulter is considered a special assessment against a defaulting owner or defaulting landlord/owner if the violation is by a tenant/resident. Collection of any unpaid fines shall be in the same manner and subject to the same lien priority as is provided in the By-Laws and Declaration for the collection of unpaid common expense assessments.
 2. **Legal Action.** In addition to fining, the Board may also take legal action to enforce the governing documents, at the owner's expense.
 3. **Citations.** Each citation issued shall briefly describe the nature of the violation; date of the violation, apartment number, and name of parties involved, if known.

The original citation shall be delivered to the apartment owner who shall be jointly and severally responsible for payment of any applicable fine along with the violator.

If the owner of the apartment is not an occupant, then a copy of the citation shall also be delivered to the occupant; however, this shall not be deemed a waiver of the owner's responsibility for payment of any applicable fine.

4. **Payment of Fines and Liability.** Apartment owners shall be liable for their own fines and for fines assessed against their tenants, guests, family members, agents, employees, contractors, etc. A fine must be paid to the Association within thirty (30) days of the assessment of the fine. A fine shall be deemed a common expense chargeable against the owner's apartment. The Association may file a lien against the owner's apartment for the unpaid fines and may collect the unpaid fines under the procedures provided in the By-Laws for collection of delinquent assessments.

5. **Hearings.**
 - i. Hearings may be before the Board of Directors or a Committee of the Board. The President (or the Vice-President if the President is unavailable) is authorized by the Board to appoint two or more Board Members to serve on a Committee to hear any violation or proposed fine.
 - ii. Within thirty (30) days of the date of a citation, an owner occupant, or other offenders may request a hearing on the violation and the proposed fine by delivering a written notice of appeal to the Board President or Secretary or Managing Agent.
 - iii. The request for hearing must contain a copy of the citation and a statement of the facts. The Board or Committee may limit the amount of time the owner or violator may have to present information. For that reason, owners and violators are strongly encouraged to also include in their request for hearing: (1) an explanation of the position of the person requesting the hearing; (2) the names and addresses of witnesses; (3) written statements from the witnesses; and (4) copies of proposed exhibits.
 - iv. Upon receipt of a timely request for hearing, the Board or Committee shall inform the owner or violator of the date time and location of the hearing. The Board or Committee may continue the hearing in its sole discretion. The owner and/or violator may, but is not required to, present information in person or in writing.

- v. The Board or Committee may reduce, suspend, or cancel any citation or proposed fine after consideration of the appeal. The Board or Committee shall deliver a written decision to the person making the appeal within sixty (60) days of the receipt of the notice of appeal. The decision is final except as provided in the By-Laws.
 - vi. Failure to timely request a hearing shall result in the automatic issuance of the fine in the amount proposed on the citation and shall constitute a waiver of the right to a hearing and a loss of the right to contest the decision of the Board or Committee.
 - vii. The pendency of a hearing shall not halt the accrual of any ongoing late fees or prior fines imposed for other offenses, or the obligation of the owner and/or violator to correct the violation.
- a. **Nonconforming Fixture, Equipment, Structure or Use.** A nonconforming fixture, equipment, structure or use may be continued subject to the following provisions:
- i. Nonconforming fixture, equipment, structure or use means fixture, equipment, structure or use which was previously lawful and complied with all Federal, State, and County laws as well as the Landlord's Rules and Regulations when such, fixture, structure or use was installed, constructed or commenced.
 - ii. If a nonconforming fixture or equipment's physical life is terminated due to such fixture or equipment not functioning, then such fixture or equipment may be replaced if the replacement fixture or equipment is in full conformity with the provision of these House Rules, the By-Laws, the Declaration and the Condominium Act. The owner must register the nonconforming fixture or equipment make, model number, and serial number with the Board of Directors.
 - iii. If a nonconforming structure is destroyed by any means to an extent of more than 50 percent of its replacement cost at the time of the destruction, it must not be reconstructed except in conformity with these House Rules, the By-Laws, the Declaration and the Condominium Act. No nonconforming structure that is voluntarily razed or required by law to be razed by the owner thereof may thereafter be restored except in full conformity with the provisions of these House Rules, the By-Laws, the Declaration and the Condominium Act.

- iv. A nonconforming use must not extend to any additional area of the owner's apartment, limited common area or common area which are not arranged, designed or permitted at the time of adoption of these House Rules. Any nonconforming use that is discontinued for 12 consecutive months or 18 months during any three-year period, cannot be resumed.

SECTION "F"
EXHIBIT "1"
SWIMMING POOL AND WADING POOL RULES

1. Queen Emma Gardens AOA (QEG) accepts no responsibility for injuries or damages sustained by users of the swimming pool or the wading pool. Those using the swimming pool or the wading pool do so entirely at their own risk. There will be no lifeguard on duty at either the swimming pool or the wading pool.
2. The swimming pool is open between the hours of 9:00 a.m. and 10:00 p.m. daily. The wading pool is open from 9:00 a.m. to 30 minutes before sunset daily. All residents and their permitted guests must observe the published rules governing the use of the swimming pool and the wading pool.
3. The rules are for the benefit of all users of the swimming pool and the wading pool as well as the residents of the Complex. In addition to Section E.1.c, the Board of Directors, in its sole and reasonable opinion, may suspend swimming pool and wading pool privileges for serious violations that endanger the health and safety of the residents of the Complex in the swimming pool and wading pool.
4. The swimming pool and wading pool are for the exclusive use of the residents of the Complex and their permitted guests.
5. Two (2) guests per apartment are allowed to use the swimming pool or the wading pool. Additional guests require prior written approval from the Resident Manager.
6. An adult resident must accompany his/her permitted guests at all times. This rule does not apply to registered guests.
7. An adult resident must accompany any minor below the age of twelve.
8. Non-swimmers are not allowed in the swimming pool area unless accompanied by an adult swimmer. Those who are not potty-trained or suffer from incontinence are not allowed in the swimming pool.
9. The wading pool is for the convenience and enjoyment of minors below the age of five only. An adult resident must supervise any such minors in the wading pool area at all times. Such minors must be potty-trained or must use swim diapers in the wading pool.
10. The swimming pool is for the convenience and enjoyment of anyone above the age of five. An adult resident must accompany and supervise any minor under the age of twelve in the swimming pool area at all times.
11. Smoking is prohibited in the swimming pool and wading pool areas.

12. "Horseplay", running, pushing, shoving, jumping or "bombing", and boisterous and loud conduct are prohibited in the swimming pool area and the wading pool area. Splashing of water is not permitted, other than that accompanying normal swimming.
13. Lap swimmers have the right-of-way in the swimming pool. Treading of water and visiting in the swimming pool must be done by the poolside or outer rim.
14. Toys, balls, swim fins, facemasks, surfboards, rubber rafts or other flotation devices are prohibited in the swimming pool unless approved by the Resident Manager in writing. Bicycles, tricycles, skates, skateboards or other wheeled vehicles are prohibited in the swimming pool area and wading pool area.
15. Hair pins, bobby pins, hair rollers, and other metal or metal-like objects may cause damage to the pool filter system and the pools' surfaces and must therefore be removed prior to entering the swimming pool and wading pool.
16. Coins, keys, or other metal objects are not to be thrown into the swimming pool or wading pool.
17. Food and non-alcoholic refreshments may only be consumed from non-breakable containers on the pool decks and not in the swimming pool and the wading pool. Alcoholic beverages are prohibited in and around both pool areas.
18. The use of glassware, bottles, ceramics, chinaware or other breakables is prohibited in and around both pool areas.
19. Paper serving goods and other litter must be disposed of in the waste appropriate receptacles.
20. Hibachis or barbecues are prohibited in both pool areas.
21. Earphones or headsets must be used at all times with any radio or other music playing equipment in both pool areas. Guitars, ukulele and other electronic or musical instruments may not be used in both pool areas without prior written approval of the Resident Manager.
22. Pets are prohibited in and around both pool areas except for pets permitted pursuant to Section "F", Exhibit 3, *House Rules for Pets*.
23. The State Department of Health Rules and Regulations that apply to the swimming pool and the wading pool read in pertinent part:

"§11-13A-18 Personal rules. The operator of a public swimming pool shall enforce the following rules and list them on a suitable placard posted either at the swimming pool or in the dressing rooms:

- (1) *All persons using the swimming pool must take a cleansing shower bath before entering the swimming pool room or enclosure. A bather leaving the pool to use the toilet must take a second cleansing bath before returning to the swimming pool room or enclosure.*

- (2) *Any person having an infectious or communicable disease must be excluded from a public swimming pool. Persons having any open blisters, cuts, etc., are warned that these are likely to become infected and advised not to use the pool.*
- (3) *Spitting, spouting of water, blowing the nose, etc., in the swimming pool is strictly prohibited..."*
24. All foreign materials must be removed from the body and attire prior to entering the swimming pool and the wading pool. Only greaseless types of suntan oils and lotions shall be permitted. Furniture in both pool areas must be protected from suntan oils and lotions prior to their use.
25. Correct bathing attire must be worn at all times, and dressing is to be done in the apartment units.
26. All persons with shoulder-length or longer hair must either wear a bathing cap or properly constrain their hair prior to entering the swimming pool or the wading pool.
27. After using the swimming pool or the wading pool, bathers must dry themselves thoroughly before leaving the pool areas.
28. Furniture must not be removed from the pool areas nor can other furniture be placed in the pool areas.
29. Personal belongings, such as towels, sunglasses and books, must be removed upon leaving either pool areas. The Resident Manager will consider any personal belongings left in the pool areas abandoned and subject to disposal pursuant to the By-Laws and Hawaii Revised Statutes §514A-93.5.
30. Neither the swimming pool nor the wading pool may be reserved for the exclusive use of any resident in the Complex.
31. No one must interfere or tamper with any portion of the pool drains, lights, plumbing fixtures or any other appurtenance in the swimming pool area and the wading pool area.

SECTION "F"
EXHIBIT "2"
TEAHOUSE RULES

1. Adult residents planning to hold private parties and/or meetings for non-commercial purposes must make reservations in advance with the Resident Manager. Such reservations are not confirmed until a teahouse rental fee is paid and a Teahouse Reservation Agreement is completed. Any use for which a significant purpose is the sale of goods, services or business opportunities is a commercial purpose, including, but not limited to Tupperware parties, multi-level marketing meetings, Amway meetings, and similar events and are therefore prohibited. A social event with guests from the resident's place of employment is not a commercial purpose provided that no sales, offer of sales, or presentation of goods, services, or business opportunities takes place. This rule is necessary to maintain the Association's non-profit status and Federal Anti-Discrimination Laws.
2. Reservations may be canceled up to 72 hours prior to the rental date and the rental fee will be refunded. Rental fee will not be refunded if the Reservations is canceled later than 72 hours prior to the rental.
3. The Board of Directors must approve a teahouse rental fee schedule.
4. The teahouse may be reserved for (1) a midday rental between the hours of 9:00 a.m. and 4:00 p.m.; (2) an evening rental between the hours of 4:00 p.m. and 10:00 p.m. Sunday through Thursday, and 4:00 p.m. and 12:00 Midnight on Friday, Saturday and any day preceding a property observed Holiday; or (3) a full day rental between the hours of 9:00 a.m. and 10:00 p.m., Sunday through Thursday, and 9:00 a.m. and 12:00 Midnight, Friday, Saturday and any day preceding a property observed Holiday.
5. An adult resident must make a booking for a reservation. The booking will be held for 72 hours whereupon it can be confirmed as a reservation. A booking that is not paid for within 72 hours will be released as an open date. The adult resident making the reservation must be present at the teahouse at the time of the reservation and must remain at the teahouse throughout the duration of the event.
6. Parties and/or meetings held in a teahouse must be limited to a maximum of thirty-two persons, including children. The guests attending the party or event must either be residents of Queen Emma Gardens or personally known by the resident hosting the party or event.
7. The adult resident who made the reservation is financially responsible for any damages caused by his/her guests. An inspection of the teahouse will be conducted by a member of the QEG Watch Staff, or Management office, prior to and immediately following the use of the teahouse. Such inspections must be held in the presence of the person(s) who reserved the teahouse. Any costs to repair any damages found in the post inspection will be charged back to the resident who made the reservations.
8. The adult resident who made the reservation is responsible for cleaning the teahouse after its use. All walls, ceilings, doors, floors, tables, chairs etc., must be stripped of any

and all decorations, tapes, ribbons, etc., and cleaned of any residue, handprints, food stains, etc. Floors must be swept & mopped clean, and tables, chairs and counter tops must be wiped clean. Trash must be disposed of in appropriate receptacles.

The grounds surrounding the teahouse must also be cleaned of any and all trash, decorations or debris related to the users event. The reserving adult resident must reimburse Queen Emma Gardens for all costs related to cleaning the teahouse and surrounding area after its use.

9. Teahouse Guests are prohibited from using the swimming pool and wading pool.
10. All users of the teahouse must refrain from making noise and using musical instruments, radios and amplifiers in such a manner as to disturb other residents of the Complex. Controlled music will be permitted until 10:00 p.m.
11. No barbecue or open fire cooking will be permitted in or around the surrounding area of the teahouse. Barbecues are located adjacent to the Mauka fence of the Complex and a barbecue may be used by a resident holding a party and/or meeting in a teahouse.
12. No smoking will be permitted on the teahouse premises.

SECTION "F"
EXHIBIT "3"

HOUSE RULES FOR PETS

Failure to comply with the following will result in the removal of any pet(s) from the complex pursuant to Section "D" of these rules.

No livestock, farm animals, poultry, rabbits, pets or other animals of any kind, are allowed or can be kept in any part of the complex without the prior written consent of the Board. All animals must be registered with the Resident Manager and the Managing Agent via a Pet Application & Registration Form, Pet Health Report, and the registration required pursuant to Section B.4., and as follows;

A. Permissible Pets: There is a limitation to the number of pets allowed per individual apartment.

- 1) A maximum of one (1) pet from the following group of animals will be allowed in each condominium unit.
 - a) Dogs (Not to exceed 35 pounds, full grown adult weight).
 - b) Caged animals (i.e., turtles, lizards).
- 2) A maximum of two (2) pets from the following group of animals will be allowed in each condominium unit; the two pets can be from the following group of animals and in any combination. A combination of not more than one (1) pet from A-1 and one (1) pet from A-2 is permissible.
 - a) Cats, Rabbits, Birds
- 3) One each 5-gallon fish tank is allowed, with the types and numbers of fish to be determined by the tank owner. No health certificate is required for fish.
- 4) Rodents are not allowed, including but not limited to guinea pigs, hamsters, rats and mice.

B. Screening/Registration

Pet owners and their pet(s) must first submit to and pass a pet interview before an apartment owner and/or resident will be allowed to maintain a pet in an apartment at Queen Emma Gardens. The following procedures, rules and regulations are to acquire and maintain pets at Queen Emma Gardens Condominiums. The Queen Emma Gardens Board of Directors reserves the right to refuse or revoke pet privileges if the following rules are not followed.

- 1) Pet owners must first complete a Pet Application and Registration form for each pet which may be obtained from the Resident Manager's office in the lobby of the King Tower.

- 2) Rental residents will not be allowed to apply for, register, or maintain a pet anywhere on the premises without the express written permission of the owner or the owner's rental agent.
- 3) The application form, registration form, health report form, and, where applicable, the owner's permission letter should be submitted to the Resident Manager's office where it will be reviewed.
- 4) An appointment for a pet interview with the Pet Committee will be arranged for each individual pet. You will be notified of the date and time of the interview at the time the forms are submitted.
- 5) The pet applicant and its adult owner applicant must be present at the interview. At that time a photograph of each pet will be taken and a copy of the house rules will be given to the pet owner/applicant for review and signature. Minors and/or anyone other than an adult pet owner will not be accepted at the interview. Please include suggested language stating minors are welcome at interviews as long as a responsible adult accompanies the child, and also showing that the adult is ultimately the responsible party.
- 6) At the time of the initial pet interview, a \$10.00 fee shall be collected from the pet owner to cover the costs of registration, tags, and other related expenses. This \$10.00 shall be paid at each annual pet review to cover recurring expenses.
- 7) At the time of the initial pet interview and at each annual review, dogs will be weighed to insure they meet the 35-pound weight limit. Dogs exceeding this weight limit will be denied approval. Any dog suspected of exceeding the weight limit of 35 pounds shall be subject to an immediate review by members of the Pet Committee, at which time the dog will be weighed. If at this weighing the dog in question exceeds the 35-pound weight limit, all pet privileges shall be subject to immediate revocation and the dog will be subject to removal as specified under section "D" of the Pet Policies and Procedures.

Any dog properly registered prior to the effective date of these rules (November 10, 2005) shall be exempt from the 35-pound weight limit rule.
- 8) It is mandatory that each dog wear its designated QEG tag whenever in a common area of the complex. The tag will be provided by QEG at the time of the initial interview. The cost of the tag is included in the registration fee.
- 9) A decision will usually be made at the time of interview. In some cases a decision may be withheld for 7 to 10 days, in which case the pet owner will be notified in writing.
- 10) The dog owner, at the time of the interview must submit Certificate of Insurance showing liability coverage of no less than the amount of \$300,000.00, and naming Queen Emma Gardens AOA as an additional insured. The pet owner must also

direct the insurance agent to submit a certificate of insurance to Queen Emma Gardens AOA annually on the policy's anniversary date.

- 11) Failure to submit any of the forms as specified above will result in the denial or revocation of pet privileges and the pet(s) will be subject to removal as specified under section "D" of the Pet Policies and Procedures.
- 12) Any appeals of the committee's decision must be submitted in writing to the Queen Emma Gardens Board of Directors via the Resident Manager within 30 (thirty)-calendar days after receipt of the Pet Committee's initial written decision.
- 13) The Queen Emma Gardens Board of Directors will review the appeal at its next scheduled meeting and may request the applicant to submit to another pet interview.
- 14) The Association shall endeavor to issue a final written decision within seven (7) days following review of the appeal and/or appeal interview by the Queen Emma Gardens Board of Directors.
- 15) All pets are subject to an annual interview, at which time said animals must meet all current rules and requirements. At the time of the annual interview all pet owners must also submit updated application, health, and registration forms. Failure to submit to the annual interview and/or the submittal of the updated forms as specified above, or, failure to meet current rules and requirements, will result in the revocation of pet privileges, and will subject said pet(s) to removal as specified under section "D" of the Pet Policies and Procedures.

C. Restrictions

- 1) There is a population limit of sixty (60) dogs at Queen Emma Gardens. If at the time of application the limit has been reached, the application will be placed on a waiting list. If a dog is required by the Federal or State Fair Housing Act, that dog will be permitted even if the limit has been reached, but the dog will be counted toward the limit. Future dogs (other than dogs required by the Federal or State Fair Housing Act) will not be permitted until the total number of dogs on the premises fall below the limit.
- 2) All animals must be spayed or neutered by the first anniversary of their birth. Pet Owner must provide written proof of sterilization from a licensed veterinarian.
- 3) All pets, as appropriate to the type (i.e. dogs/cats that go outside) must be on a flea and tick prevention program. Proof of purchase of the program must be at each interview.
- 4) Pets must not be kept, bred, or used for any commercial purpose.
- 5) Pets must be confined to the owner's unit and must not be allowed to roam free or left unattended in any common area. Pets shall not be kept or be left unattended on lanais.

- 6) Pets in transit are to be restrained by a short hand held leash or placed in an animal carrier at all times when on property.
- 7) Leashes must be no more than six 6 feet in length.
- 8) Pets should be exercised daily.
- 9) Persons who walk/exercise their pets are responsible for immediately cleaning up after their animals, and for discarding securely bagged pet droppings in the designated pet waste containers. Cat litter may not be disposed of in toilets, nor can it be dropped down the trash chutes. Cat litter must be double bagged and securely tied prior to disposal in the appropriate containers.
- 10) Pets are not allowed in the following areas:
 - a) Within the confines of the swimming pool and wading pool areas, except as specified under paragraph "F" of this section.
 - b) Children's play equipment areas (i.e. swings, slides, etc.).
 - c) Laundry Facilities.
 - d) In the Koi Pond.
 - e) Teahouses.
- 11) Pet owners are responsible for any damage to the common or limited common elements caused by their pets. Any damage caused by cleaning chemicals or other such material used in an attempt to remedy said damage is also the full responsibility of each pet owner.
- 12) No pet will be allowed to become a nuisance or create any unreasonable disturbance. For the purpose of this paragraph "nuisance" is described as but is not limited to the following:
 - a) Personal injury or property damage caused by unruly behavior by the pet(s) and/or pet(s) owner.
 - b) Pets "who make noise continuously and/or incessantly for a period of 10 minutes or intermittently for ½ hour or more to the disturbance of any person at any time of day or night" as per Revised City & County Ordinance 90-55.
 - c) Pets in common areas that are not under the **complete control** of a responsible human companion, (i.e. not on a short hand-held leash or in a pet carrier).
 - d) Animals that relieve themselves on walls or floors of common elements.

- e) Animals that exhibit aggressive or vicious behavior.
 - f) Pets who are conspicuously unclean or parasite infested. All animals must be on a flea and tick prevention program (when appropriate to the breed or species).
- 13) Pet owners must indemnify the Association and hold it harmless against the loss or liability or any kind arising from any action or behavior of or by their pet(s).
 - 14) No visiting pets are allowed, except as stated in item F. of this Exhibit.
 - 15) Feeding or caring for stray animals is prohibited. Feeding of wild birds from lanais or common areas is also prohibited. See Section "C" 12.
 - 16) Notwithstanding any other provision herein, people with visual, hearing, and physical disabilities may keep trained guide dogs, signal dogs or service animals, respectively, in their apartments. Further, nothing herein must hinder full access to the units and the common elements by persons with disabilities. See paragraphs E, F and G below.
 - 17) Failure to register any pets or animals as specified above, or, if any pet(s) is found not registered and/or not in compliance with these policies, rules and regulations, such pet(s) will be subject to removal as specified under section "D" of the Pet Policies and Procedures.
 - 18) Upon the death of a pet, the pet may be replaced but is subject to the registration and interview process.

D. Enforcement

- 1) A dog without its QEG tag while in a common area of the complex shall constitute a violation of these pet rules by the dog's owner.
- 2) Any owner, resident, or security personnel observing an infraction of any of these or any other QEG House Rules, should bring said infraction to the attention of the Resident Manager in writing.
- 3) The pet(s) owner(s) will be subject to the following sanctions within a one (1) year period commencing on the date of the first violation of a House Rule:
 - a) 1st Violation: Friendly Reminder Notice
 - b) 2nd Violation: Written Warning Notice
 - c) 3rd Violation: Notice of Violation and \$25.00 Fine
 - d) 4th Violation: Notice of Violation and QEG AOA Board or Pet Committee Action. If the Board and/or Pet Committee is in agreement with such complaints, the pet owner will receive a fine of \$50.00 and revocation of pet privileges.

- 4) If pet privileges are revoked, the pet owner will have 30 days to remove the pet from the premises.
- E. Notwithstanding the foregoing, visually impaired persons may keep trained seeing-eye dog, hearing impaired persons may keep trained signal dog, and physically disabled persons may keep trained service animals in their apartments, without the consent of the Board, except that such persons must comply with the requirements for registration as provided for in this section.
- F. Notwithstanding the foregoing, trained guide dogs, signal dogs and service animals must be allowed in the common elements while on a leash, provided such animals must at all times be accompanied by the disabled occupant. The foregoing exception must also apply to trained guide dogs, signal dogs and service animals used by a disabled guest.
- G. If trained guide dogs, signal dogs or service animals cause a nuisance, the disabled resident is responsible for abating the nuisance within a reasonable time. If the disabled resident is unable to abate the nuisance, they will be required to remove the animal from the Project. The disabled resident will be provided with a reasonable amount of time to secure a replacement animal before he/she is required to remove the animal causing the nuisance.

SECTION "F"
EXHIBIT "4"
AIR CONDITIONING INSTALLATION RULES

1. Owners who plan to install air conditioning units must first submit a written request to the Board through the Resident Manager. Request forms are available at the Resident Manager's office. Such request must include the following information:
 - a. Make and model of air conditioning unit;
 - b. Number of BTU/hr of cooling capacity, rated voltage and cooling amps of the air conditioning unit.
 - c. Room in which the air conditioner is to be installed; and
 - d. Material to be used to close any space between air conditioner and window frame.
2. Non-owner residents must submit, with their written request, written permission from the owner of their apartment stating that they (the owner(s)) are granting the non-owner resident of said apartment permission to install an air conditioner unit in the room for which the air conditioning unit is intended.
3. Apartment owners who install, or grant permission to install, air conditioning units in their apartment(s) will be subject to an electrical usage surcharge of \$30.00 per month for each air conditioning unit installed in said apartment. Such surcharge will be added or attached to the apartment owners' monthly maintenance fee. The amount of such surcharge is subject to change as deemed necessary by the Board.
4. All air conditioning units must be adequately supported to the lower window frame. Electrical outlets for such units must be located within three (3) feet of the unit. All installation approvals are subject to post installation inspection by the Resident Manager or Maintenance Supervisor. Post installation inspection appointments must be made within forty-eight (48) hours of installation. All air conditioner units may be subject to periodic or annual inspection by the Resident Manager or the Managing Agent.
5. Air conditioning units in the living room must be the "flush mount" style with a maximum cooling capacity of 12,200 BTU/hr, rated voltage not to exceed 120 volts, and cooling amps to not exceed 12.0 amps. "Flush mount" is defined as an air conditioner unit which does not extend beyond the exterior window frame by more than one (1) inch, and with the intake and exhaust from the condensing unit located in the rear of the air conditioning unit. Air conditioner units in the living room must be installed in the lower windows only. Lower window dimensions are 11 inches by 15 ½ inches.
6. Air conditioning units in the bedroom may be of the conventional style with a maximum cooling capacity of 7,800 BTU/hr, rated voltage not to exceed 120volts, and cooling amps not to exceed 7.5 amps. "Conventional" style is defined as an air conditioning unit which extends beyond the exterior window frame with the intake to the condensing unit located on the side of the air conditioning unit. Air conditioning

units in the bedroom must be installed in the lower windows only. Lower window dimensions are 15 ¾ inches by 32 ½ inches.

7. If a space exists between the window frame and the exterior frame of the air conditioning unit, the space may be closed using one of the following methods:
 - a. Vinyl accordion style device supplied by the air conditioning manufacturer; or
 - b. Clear non-tinted Plexiglass.
8. The foregoing rules on installation may be amended by the Board for an apartment unit upon showing of good cause.
9. All air conditioning units must be equipped with appropriate drip pans to prevent the accumulation or dripping of water on lanais and window ledges, and thus prevent the possibility of water damage or irritation to the exterior of the building and/or other apartments.
10. The use of split system air conditioning units is prohibited. Portable air conditioning units may be used and are subject to the rules and conditions as stated above (see Resident Manager for more details).

SECTION "F"
EXHIBIT "5"
CONFERENCE/SOCIAL/LIBRARY ROOM RULES

1. Conference/Social/Library Room:
 - a. Conference/Social/Library (CSL) Room Hours are from 8:00 a.m. till 10:00 p.m. daily.
 - b. The CSL Rooms are for the exclusive use of the residents of Queen Emma Gardens (QEG) and their guests.
 - c. The CSL Rooms cannot be reserved for the exclusive use of any resident. Board meetings take precedence over any activity.
 - d. Not more than two (2) guests per apartment are allowed to use the CSL Room facilities.
 - e. An adult resident must accompany his/her guests at all times.
 - f. "Horseplay," running, pushing, shoving and/or loud and boisterous behavior is prohibited at all times.
 - g. Earphones or headsets must be used at all times with any radios or other audio/video playing equipment. Electronic or acoustical musical equipment may not be used in the CSL Room.
 - h. Food and non-alcoholic beverages may only be consumed or served from non-breakable containers. The use of glassware, bottles, ceramics, chinaware or other breakables is prohibited.
 - i. Consumption of any alcoholic beverages is strictly prohibited.
 - j. Paper goods and other litter must be properly disposed of in the waste receptacles.
 - k. The CSL Room is designated as a non-smoking facility.
 - l. Furniture must not be removed from the CSL Rooms.
 - m. Personal belongings must be removed upon leaving the CSL Rooms. The Resident Manager will consider any personal belongings left in the CSL Rooms as abandoned and subject to disposal pursuant to the By-Laws and Hawaii Revised Statutes § 514A-93.5.
 - n. No one must tamper or interfere with any portion of the lights, plumbing, fixtures, furniture or any other appurtenance in the CSL Room.

- o. QEG has provided games and equipment for your use and entertainment while visiting the CSL Room. Games and/or equipment may not be removed from the CSL Room and care should be taken not to damage these games.
 - p. QEG accepts no responsibility for injuries or damages sustained by users of the CSL rooms and/or any games, equipment, etc. located therein. Those using the CSL rooms and/or any games, equipment, etc. do so entirely at their own risk. Owners and tenants should take steps to ensure that their family members and guests are capable of using the rooms, games, equipment in a safe and prudent manner.
 - q. Games are not allowed in the Library Room.
 - r. Shirts and footwear must be worn while in these rooms.
2. Library Room. All the books and magazines in our library were generously donated by some of our owners and residents. Additional donations are welcome and appreciated.
- a. The QEG Library is intended for the use of all residents. We encourage you to use the library for relaxing, reading, a place to study, even a place to teach your toddler.
 - b. The library runs on an honor system. Residents are welcome to take books home for their reading pleasure. Whatever book(s) you borrow should be returned after reading.
 - c. Volunteer Librarians and office staff keep the library in order as often as possible. Please assist them by doing your part to keep it neat, clean and organized.

SECTION "F"
EXHIBIT "6"
FAIR HOUSING AND
HARASSMENT POLICY

1. The Association of Apartment Owners of the Queen Emma Gardens (the "Association") seeks to promote reasonable use and enjoyment of the Project without discrimination or harassment because of one's race, sex, color, religion, marital status, familial status, ancestry, disability, age, HIV infection, national origin, handicapped status, or any other grounds protected under state and federal fair housing laws, regulations, and/or applicable executive orders.
2. The Association also has a similar policy, which prohibits discrimination or harassment of any of its employees. Specifically, the Association's policy prohibits verbal abuse and discrimination or harassment of employees because of one's race, color, religion, sex, age, national origin, ancestry, marital status, arrest and court record, disability or handicapped status, sexual orientation or any other grounds protected under state and federal equal employment opportunity laws, regulations, and/or applicable executive orders.
3. Our policy also prohibits the Association, any director, manager, supervisor, or employee from retaliating in any way against an individual who reports verbal abuse, discrimination or harassment to the Association under this policy, files a charge of discrimination/harassment or who cooperates with the investigation of such charge.
4. Any incident of verbal abuse, discrimination or harassment should be reported by residents to the Resident Manager or Managing Agent or Board member. The Association will make every effort to promptly investigate any allegations of discrimination or harassment in as confidential a manner as possible and to take appropriate corrective action if warranted.
5. One aspect of our policy requires particular clarification: our prohibition against any form of sexual harassment. We have listed below examples of conduct that are prohibited as well as outlined procedures for addressing any complaints of sexual harassment that may arise.
 - a. Sexual harassment may include unwelcome sexual advances, requests for sexual favors, and any other verbal, visual or physical conduct of a sexual nature. Sexual harassment also may include unwelcome sexual flirtations or propositions, verbal abuse of a sexual nature, subtle pressure or requests for sexual activities, unnecessary touching of an individual, graphic or verbal commentaries about an individual's body, sexually degrading words used to describe an individual, a display of sexually suggestive objects or pictures in the work place, sexually explicit or offensive jokes, or physical assault.
 - b. Any resident who feels a target of sexual harassment, including but not limited to any of the conduct listed above, by an Association employee, vendor, agent or director should bring the matter to the immediate attention of the Managing Agent or an Officer of the Board. As an alternative, the employee may contact any other member of the Board of Directors. Every effort will be made to promptly investigate all allegations of harassment in as confidential a manner as possible and take appropriate corrective action if warranted.
 - c. The Association expressly prohibits and will not condone any form of retaliation against any employee or individual who has complained of harassment, cooperated with the investigation of a complaint, or acted as a witness during the investigation of a complaint.

QUEEN EMMA GARDENS
ASSOCIATION OF APARTMENT OWNERS

DESIGN
MODIFICATIONS
MANUAL

RENOVATION
&
REMODELING POLICIES

TABLE OF CONTENTS

Introduction	Page 2
Objectives	Page 2
Renovation & Remodeling Policies	Page 2
Category A	Page 3
Category B	Page 4
Category C	Page 5
Architectural Guidelines & Approved Modifications General Comments	Page 5
Other General Guidelines	Page 7
Procedures for Approval	Page 8 & 9
EXHIBITS	
Exhibit A Air Conditioner Guidelines	Page 10 & 11
Exhibit B Antenna Guidelines	Page 12 - 17
Exhibit C Lanai Enclosure Application	Page 18
Exhibit D Official Notification of Category A&B Work & Application for Approval of Category C Work	Page 19 & 20
Exhibit E Acceptance of Terms & Conditions	Page 21

INTRODUCTION

The Board of Directors of the Association of Apartment Owners of QUEEN EMMA GARDENS, (QEG) has developed this Renovation & Remodeling Policies Manual (Design Modification Manual) in order to give owners information concerning alterations and/or additions and repairs at QEG, to organize the process, to provide criteria for consistent decisions by the Board and the Design Committee, and to assist owners with compliance. This manual is intended only to clarify the provisions found in the Declaration of Condominium Property Regime for QEG (Declaration), Chapter 514A, Hawaii Revised Statutes, and the By-Laws of the Association (excerpts of which are included for reference purposes) under Section VI APPLICABLE PROVISIONS. In the event of any conflict between the provisions, the provisions of Chapter 514A, Hawaii Revised Statutes, the Declaration and the By-laws, in that order, shall control. It is our intent that this manual is an evolving document with sufficient flexibility to address concerns and situations which may arise. Homeowners will be notified of any changes to the document.

I. OBJECTIVES

- A. To comply with the requirements of QEG documents and the applicable statutes.
- B. Maintain the structural integrity of QEG's buildings.
- C. Preserve of the value of the apartments at QEG.
- D. Enhance the aesthetic appearance of QEG.
- E. Minimize any costs of enforcement of the provisions which govern and protect QEG.

II. RENOVATION & REMODELING POLICIES

Before making any alterations or additions to an apartment or to common or limited common elements, owners are required to notify and/or to obtain the approval of the Board of Directors. The Board has established guidelines pertaining to the common or limited common elements. The following guidelines do not cover every possible alteration or addition for which approval must be sought: if any one is in doubt, ask the Resident Manager, or the Managing Agent for assistance.

NOTE: *You must submit an application for approval by the Board of Directors for alterations and/or additions to the common elements, or limited common elements, regardless of whether the alterations or additions are referenced below.*

These guidelines are subject to change from time to time, however, homeowners will be advised of changes.

Prior to beginning any work, owners are required to obtain an application form from the Manager's office, complete the form in its entirety and submit it to the Resident Manager. This allows proper scheduling of delivery personnel and contractors, and elevator use. The Resident Manager will be able to inform you when your planned work requires approval from the Board of Directors of QUEEN EMMA GARDENS AOO.

Maintenance, modification and renovation work items are organized into three categories:

- A. Work requiring Resident Manager notification;
- B. Work requiring Board notification; and,
- C. Work requiring Board approval.

The following lists are not meant to be comprehensive, but are intended to provide a guide to the general types of work items included in each category. Work not described below will require Board approval before it can be done. If the scope of work is expanded after the original Application is completed (and approved by the Board if needed), all subsequent work items must be documented on additional Applications for Approval and submitted in compliance with these guidelines to ensure a complete listing of the work items and/or changes.

CATEGORY A

Maintenance which may be undertaken by the homeowner. This work may commence no sooner than two working days after notification of planned work is submitted to the Resident Manager.

Examples include:

1. Interior painting of the apartment unit (excluding the lanai walls and ceiling).
2. Application of wallpaper and wall covering to interior of apartment.
3. Installation of drapery, mini-blinds, or vertical blinds in white, or off-white color or with linings of white or off-white.
4. New carpeting must be installed with at least "3/8" thick carpet pad.
5. Replacement of kitchen or bathroom faucets, toilets, sinks, cabinets (if no electrical wiring is needed), interior light fixtures, electrical outlets, garbage disposal and other non built in appliances (use of a licensed contractor is strongly recommended). ***NOTE THAT PRESSURE ASSISTED TOILETS MAY NOT BE INSTALLED AT QUEEN EMMA GARDENS AOO.***
6. Installation of shower doors.
7. Replacement of window screens.
8. Ceiling fans and their electrical wiring may be installed on the ceiling and surface of walls as long as the wiring is covered with an electrical raceway. Prohibited is any cutting, hiping, or coring of concrete walls, floors or ceilings for any electrical installations. Use of a licensed contractor is strongly recommended.
9. Replacement of existing vinyl flooring in kitchens and bathrooms with new vinyl flooring.
10. If drywall inserts, picture hooks or similar type fasteners are to be installed, you should first contact the Resident Manager to verify if the wall contains utility piping. Owners will be held responsible for any damage they cause to wiring or plumbing contained in the walls.

If an emergency repair is necessary, notify the Resident Manager immediately. Owners must coordinate with the Resident Manager for elevator use, work hours, and any required shut-offs of water or electricity.

CATEGORY B

Work requiring Board notification. The Resident Manager must have the completed application a minimum of 5 working days prior to starting the work. Appropriate City and County of Honolulu building permits must be in place before work commences. After the application for planned work is submitted to the Resident Manager, he/she immediately will inform the Design Committee and/or the Board or Directors of the proposed work on these Category B items. In some instances, the proposed site, and later, the proposed work, may require some oversight by a team in any combination of two Board members or a Design Committee member with a Board member and the Resident Manager.

Examples include:

1. Replacement of a bathtub or shower with a bathtub or shower no larger than the original unit and using the same plumbing.
2. Relocation of concealed electrical lines, junction boxes and other electrical components concealed in a non load bearing interior apartment wall.
3. Any relocation and/or alteration to non load-bearing interior walls. Plans must be provided to determine if concealed utilities or common elements within the wall may be impacted.
4. Replacement of kitchen and bathroom cabinets requiring electrical wiring at their original locations.
5. Window tinting. Owners desiring to install tint and/or safety film on their apartment windows shall do so at their own expense and in compliance with Board approved materials. Approved for installation is colorless 1.5 mil and 4.0 mil Vista brand V-28 film or its exact equivalent. Any tint other than Vista brand V-28 must be submitted for Board approval prior to installation. The 4.0 mil film meets current City and County of Honolulu minimum safety glazing standards. Installation must comply with industry standards and not show bubbles, creases or peeling from outside the apartment.
6. Flooring. Installation or replacement of hard flooring material (i.e. ceramic tile, marble, wood, etc.) requires inclusion of an acoustic underlayment. The combination of flooring material and underlayment must achieve 50 IIC (Impact Isolation Class). The manufacturer's specifications for any proposed hard flooring material and recommended underlayment must clearly state that the material and underlayment will achieve 50 IIC when placed over a six inch concrete slab without a suspended ceiling, as exists in our building. Due to the lanai enclosure options available to owners, this underlayment requirement applies to lanai areas in all apartments.
7. Air Conditioners. Apartment owners who plan to install air conditioning units must follow the guidelines detailed in the QEG Design Modification manual Exhibit A.

The Resident Manager cannot grant any variances from the rules of the provision of the governing documents. All modifications requests must be in writing. Documentation (i.e., description of work, sketches or plans, manufacturers catalog cuts and product documentation, etc.) of the proposed work and materials must be presented to the Resident Manager and will be kept in a record of the work done.

CATEGORY C

Work requiring Board approval. The homeowner shall submit plans prepared by a licensed Architect and/or Engineer, together with appropriate City and County of Honolulu building permits, and obtain Board approval prior to starting construction work. The working hours, elevator usage, and utility shut-offs must be coordinated with the Resident Manager, prior to starting construction. Category C includes:

Examples include:

1. Relocation of any plumbing and drain lines away from their original position.
2. Relocation of, or modification to, common drain, plumbing or water lines concealed within a common element.
3. Relocation of or modification to electrical lines, junction boxes, apartment's electrical panel and any other electrical component concealed within a common element.
4. Replacement of an existing bathtub or shower with a bathtub or shower of larger dimensions and/or volume.
5. Relocation of toilet, sink and lavatory. ***NOTE: PRESSURE ASSISTED TOILETS MAY NOT BE INSTALLED AT QUEEN EMMA GARDENS AOAO.***
6. Alteration or modification to any load bearing wall. A plan stamped and signed by a licensed Structural Engineer will also be required. The Board reserves the right to retain a structural engineer on behalf of the Association, at the owner's expense, if the apartment owner proposes to alter or modify any load-bearing wall without a licensed structural engineer's approval.

FAIR HOUSING

Notwithstanding anything to the contrary herein and subject to reasonable administrative requirements as determined by the Board, the handicapped resident, after complying with the Application procedure, shall:

1. Be permitted to make reasonable modifications to their apartments and/or the common elements, at their expense (including without limitation the cost of obtaining any building permits and/or bonds, as required by this Declaration or the By-Laws), if such modifications are necessary to enable them to use and enjoy their apartments and/or the common elements, as the case may be; and
2. Be allowed reasonable exemptions from the Declarations, the By-Laws, the House Rules, and policies and procedures of the Association when necessary to enable them.

ARCHITECTURAL GUIDELINES AND APPROVED MODIFICATIONS GENERAL COMMENTS

1. Provided that the written approval of the Board of Directors is first obtained, the following alterations and additions are generally considered permissible,
 - a. Installation of tile on lanai. Owners are responsible for waterproofing the lanai prior to installation of tile. Installation of tile may result in problems with spalling and the

owner may be required to remove the tile in the future if problems arise and may also be financially responsible for future repairs if they are deemed related. Refer to Category B, Example 6 for sound dampening requirements.

- b. Antenna installation is allowed under FCC regulations without prior approval. The Board requires notification of intent and antenna requires in the smallest size practicable, preferably: (a.) within the apartment or, (b.) placed inconspicuously on a lanai. No common element or limited common element may be penetrated, or wiring be exposed to view for the installation. Because of their location, many apartments will not benefit by any type of individual antenna. Residents are advised to seek a specialist's advice prior to purchase. See Design Modification manual, Exhibit B for detailed requirements.
- c. Replacement of original entry doorknob. Replacement entry doorknobs must be of the same stainless steel finish and of a style that matches the original entry doorknob.
- d. Replacement of entry door threshold. The exterior appearance of the new threshold must match the original equipment.
- e. Repair and/or replacement of metal louver inserts in apartment entry door. Contact the Resident Manager office for current guidelines.
- f. Temporary installation of seasonal decorations on front door and lanai for up to 30 days before and 30 days after the holidays. The Board reserves its right to regulate the length of time said decorations may be displayed.
- g. Replacement of original doorbell or installation of door buzzer. Replacement doorbells must be of the same style and color of the original equipment, provided that the sound must not be disturbing to neighbors.
- h. Lanai enclosure, in compliance with QEG requirements and procedures, which are set forth in the Design Modification manual, Exhibit C.

2. The following alterations and additions will not be permitted:

- a. Painting, staining or varnishing of exterior side of apartment entry door.
- b. Replacement of entry door louvers with fixed glass.
- c. Installation of screen door outside of entry door.
- d. Repainting of lanai walls with non-standard color.
- e. Cutting, chipping, or coring of concrete walls, ceilings, or floors for plumbing, electrical, or other installations.
- f. Placement of personally owned plants, planters, decorations, etc. on corridor floors, walls, or entry doors.
- g. Penetrations in structural walls within or between units (except for hanging pictures and decorations with common wall anchors).

- h. Replacement, or addition, of light fixtures in apartment entries, on lanai, or in corridors.
- i. Replacement or addition of exterior light fixtures in corridors.

OTHER GENERAL GUIDELINES

1. Apartment Doors. Replacement apartment doors shall carry a fire rating of 1-1/2 hours, whether they are of solid, solid-core construction or contain the louvered ventilating panel characteristic of the original QEG entry-door design. Doors shall be visually identical to the original, with teak veneer facing the exterior. Replacement louvers must be upgraded to include fire abatement strategies such as fusible-link operating mechanisms and/or intumescent seals. Color shall match the original. Locksets shall be architectural grade. Owners wishing to install ADA-compliant locksets may do so, also at their own expense, with the finish and style compatible with the original entry locksets. New or replacement dead bolts must be a color and of a style that matches the original equipment.
2. Window. All maintenance or replacement of window glass appurtenant to the apartment are the responsibility of the apartment owner. However:
 - a. Due to the inaccessibility of exterior surfaces of the apartment windows, the Board provides for the washing of all exterior window surfaces from time to time as a common expense. In the event of water intrusion through window frames, owners should report the incident immediately to the Resident Manager or Managing Agent in writing. The nature and cause of the water intrusion will be investigated by the Association, and the owner will be advised concerning suggested repairs.

Note: Owners are advised to report any losses or damages to personal property caused by water intrusion from leaking windows and window frames to their insurance agents.
 - b. Drapery, Shades, Shutters: The House Rules state that in order to preserve the uniform exterior appearance of QEG, exterior windows of apartments may only utilize white, or off white drapery, lining, shades, blinds and shutters.
3. Air Conditioners. The air-conditioning units located within QEG apartments must be maintained by the apartment owner. Refer to Section F, Exhibit 4 of the House Rules and Exhibit A of this document.
4. Antenna. Refer to Section C.14 of the House Rules and Exhibit B of this document.
5. Plumbing. (pipes & fixture).
 - a. Washers, dryers, trash compactors and/or dishwashers currently are not permitted.
 - b. Procedures for water shut-off: If it becomes necessary to have the water supply shut off in

order to install new fixtures or to make repairs, owners must contact the Resident Manager.

PROCEDURES FOR APPROVAL

1. Appointment and scope of Design Committee. The President will appoint directors and/or owners to serve on this Committee. The Committee will consider all applications which are submitted, confer with the owner as necessary, retain professionals to review plans and specifications as necessary, (to be paid for by the applicant); and make a recommendation to the Board of Directors.
2. Application.
 - a. Form. The Application must be submitted on a form provided by the Association and available from the Resident Manager's office, or from the Managing Agent, see sample attached, Exhibit D.
 - b. Inclusions. The Design Committee and/or Board may require that the application include (1) detailed plans and specifications drawn and stamped by an architect; (2) a certificate of an architect that the plans, specifications and drawings fully and accurately depict the proposed alterations and additions as approved by the Building Department of the City and County of Honolulu; (3) proof of compliance with governmental requirements; (4) an executed recordable agreement in a form specified by the Board indemnifying the Association and assuming responsibility for maintenance of the alteration/addition (a sample form is enclosed as Exhibit D, which, of course, is subject to modification by the Board depending on the nature of the proposed modification); and (5) other information as necessary to enable the Committee and Board to make a review. Depending on the nature of the proposed modification, other information or materials may be required.
 - c. Site Inspection. The Resident Manager and a Design Committee member and/or Board member, or two Board members will make a site inspection prior to approval of the application, and also as work progresses. Owners must make arrangements for the Board members and/or Resident Manager to jointly inspect the site at a reasonable time, during the work and/or the completion of work.
 - d. Committee Meeting. The owner and his/her representative will be invited to attend a Committee meeting if the Committee has questions concerning the proposed improvement.
 - e. Recommendation of Committee. Once the committee has received a complete application and has had an opportunity for a site inspection, review by a professional if required and a meeting with the owner, the Committee will vote and make a recommendation to the Board. The recommendation and application will be submitted to the Board and at least one member of the Committee will attend the Board meeting at the time the application is placed on the agenda. If the Committee

votes to disapprove the application, it must provide a report detailing the basis for disapproval to the Board. The Managing Agent will inform the owner of the Board's decision and if approval is denied, the basis for the decision.

- f. Board Approval/Disapproval. At the Board meeting, the owner and his/her representative will be given an opportunity to speak to the Board following the presentation of the report/recommendation of the Committee. The Board may make a decision at the meeting or may defer its decision to a future meeting. The Board may require that further information be submitted before considering the application.

The Board of Directors has the authority to withhold approval of any alterations or additions, at its discretion, on grounds of building integrity, uniformity of the appearance of QEG, aesthetic values or for any other reason, provided that such approval shall not be unreasonably withheld. The Board may adopt reasonable rules and regulations with regard to any proposed alteration or addition or other matter for which approval is sought.

The Board may require the owner requesting approval to provide the Board and the Association with a written agreement which shall be recorded at the Bureau of Conveyances of the State of Hawaii whereby the owner agrees to a number of things, including, but not limited to, responsibility for the repair and maintenance of the alterations or additions, to remove the alteration or addition if necessary to repair a common element, or limited common element, to indemnify the Association and the Board in the event of damages to the common elements, or limited common elements or any other apartment.

The Board's approval is conditional on the agreement of the owner to pay any attorneys' fees and costs incurred by the Association in connection with the owner's request for Board approval.

- g. Right of Appeal. Any owner whose application is denied in whole or in part may present an appeal of the decision at the next meeting of the Board of Directors following the denial. The owner will be permitted to submit any additional information, which is relevant to the denial, and to speak or to have a representative speak. The Board may make its decision at the meeting at which the appeal is considered or defer its decision to a later meeting.
- h. Approval of Owners. In some cases, once the Board has approved the application, the Board will seek the approval of owners if required by QEG by-laws or statute. The applicant may be required to pay all or part of the cost of seeking owners' approval.

EXHIBIT A
AIR CONDITIONER GUIDELINES

AIR CONDITIONER INSTALLATION RULES

1. Owners who plan to install air conditioning units must first submit a written request to the Board through the Resident Manager. Request forms are available at the Resident Managers office. Such request shall include the following information:
 - a. Make and model of air conditioner unit;
 - b. Number of BTU/hr of cooling capacity, rated voltage and cooling amps of the air conditioner unit.
 - c. Room in which the air conditioner is to be installed; and
 - d. Material to be used to close any space between air conditioner and window frame.
2. Non-owner residents must submit, with their written request, written permission from the owner of their apartment stating that they (the owner(s)) are granting the non-owner resident of said apartment permission to install an air conditioner unit in the room for which the air conditioning unit is intended.
3. Apartment owners who install, or grant permission to install, air conditioner units in their apartment(s) will be subject to an electrical usage surcharge of \$20.00 per month for each air conditioning unit installed in said apartment. Such surcharge will be added or attached to the apartment owners' monthly maintenance fee. The amount of such surcharge is subject to change as deemed necessary by the Board or utilities.
4. All air conditioner units shall be adequately supported to the lower window frame. Electrical outlets for such units shall be located within three (3) feet of the unit. All installation approvals are subject to post installation inspection by the Resident Manager or Maintenance Supervisor. Post installation inspection appointments must be made within forty-eight (48) hours of installation. All air conditioner units may be subject to periodic or annual inspection by the Resident Manager or the Managing Agent.
5. Air conditioner units in the living room shall be the "flush mount" style with a maximum cooling capacity of 12,200 BTU/hr, rated voltage not to exceed 120 volts, and cooling amps to not exceed 12.0 amps. "Flush mount" is defined as an air conditioner unit which does not extend beyond the exterior window frame by more than one (1) inch, and with the intake and exhaust from the condensing unit located in the rear of the air conditioning unit. Air conditioner units in the living room shall be installed in the lower windows only. Lower window dimensions are 11 inches by 15 ½ inches.
6. Air conditioner units in the bedroom may be of the conventional style with a maximum cooling capacity of 7,800 BTU/hr, rated voltage to not exceed 120 volts, and cooling amps not to exceed 7.5 amps. "Conventional" style is defined as and air conditioner unit which extends beyond the

exterior window frame with the intake to the condensing unit located on the side of the air conditioning unit. Air conditioner units in the bedroom shall be installed in the lower windows only. Lower window dimensions are 15 ¾ inches by 32 ½ inches.

7. If a space exists between the window frame and the exterior frame of the air conditioner unit, the space may be closed using one of the following methods:
 - A. Vinyl accordion style device supplied by the air conditioner manufacturer; or
 - B. Clear non-tinted Plexiglass.
8. The foregoing rules on installation may be amended by the Board for an apartment unit upon showing of good cause.
9. All air conditioner units shall be equipped with appropriate drip pans to prevent the accumulation or dripping of water on lanais and window ledges, and thus prevent the possibility of water damage or irritation to the exterior of the building and/or other apartments.
10. The installation of split system air conditioning units is prohibited. Portable air conditioning units may be used and are subject to the rules and conditions as stated above (see Resident Manager for more details).

EXHIBIT B ANTENNA GUIDELINES

Antenna, satellite dish and similar structures installed in the Project shall comply with the following:

1. Introduction. This Section is adopted by the Board of Directors pursuant to Hawaii Revised Statutes §514A-89, Paragraph P of the Declaration, Article VIII, Sections 2, 4(B), 4(H), 4(I), 4(K) & 4(L) of the By-Laws. The Board of Directors recognizes that the Federal Communication Commission has adopted Regulations that purport to preempt part of Article VIII, Section (L) of the By-Laws. It is intended that these rules comply with all lawful provisions of the Federal Communication regulations.
2. Definitions:
 - a. "Reception Antenna" means an antenna, satellite dish, or other structure used to receive video programming services intended for reception in the viewing area. Examples of video programming services include direct broadcast satellite services, multipoint distribution services, and television broadcast signals. The mast supporting the Reception Antenna, cabling, supports, guy wires, conduits, wiring, fasteners, bolts, or other accessories for the Reception Antenna is part of the Reception Antenna. A Reception Antenna that has limited transmission capability designed for the Viewer to select or use video programming is a Reception Antenna provided it meets Federal Communications Commission standards for radio frequency radiation.
 - b. "Similar Structures" are any structure, item, device, or equipment that is comparable in size and weight to a Reception Antenna and pose a similar or greater safety risk to a Reception Antenna.
 - c. "Transmission Antenna" means any antenna, satellite dish, or structure used to transmit radio, television, cellular, or other signals other than a Reception Antenna. An antenna that is used in conjunction with a Reception Antenna is not a Transmission Antenna if it:
 - i. Meets all requirements for Reception Antennas and Similar Structures;
 - ii. Is necessary to enable the viewer to select the video programming the viewer will receive on the Reception Antenna;
 - iii. Transmits no signals other than those necessary to allow the viewer to select the video programming the viewer will receive on the Reception Antenna; and
 - iv. Is no larger than necessary to transmit the video programming selections of the viewer.
 - d. "Exclusive Use Area" means any portion of the resident's apartment or any portion of the limited common element as defined in the Declaration which is appurtenant only to the resident's apartment.
 - e. "General Common Element" means any common element not a limited common element appurtenant solely to the resident's apartment. Residents do not have the exclusive use or control of any of the general common elements.

Location, size, and number restrictions.

- a. Transmission Antennas are prohibited unless approved in writing by the Board of Directors prior to installation. The Board has the sole discretion in granting or denying the installation of a Transmission Antenna.

If a Transmission Antenna is permitted by the Board, it shall, at a minimum, comply with the requirements for Similar Structures. The Board may place additional conditions and requirements on the installation of Transmission Antennas.

- b. No resident shall install or maintain Reception Antennas or Similar Structures on the Project except for Reception Antennas located on the resident's Exclusive Use Areas.
- c. Reception Antenna or Similar Structure which encroaches on the air space of another Owner's apartment or limited common element or onto the General Common Elements does not comply with this rule.
- d. Reception Antennas or Similar Structures must be placed in areas that are shielded from view from outside the Project or from other Units to the extent possible; provided that nothing in this rule shall require a Reception Antenna to be shielded from view: (i) if it precludes reception of an acceptable quality signal unless no acceptable reception is available in any Exclusive Use Area; (ii) if it would unreasonably increase the cost of installation; or (iii) if it would unreasonably delay installation, provided further that screening may be required by the Board after the installation if it would not unreasonably impair the installation, maintenance, or use of the antenna or similar structure. Reception Antennas shall be placed in the first of the following locations which allows reception of a signal of acceptable quality without unreasonably increasing the cost of the installation or unreasonably delaying the installation:
 - i. Within the apartment;
 - ii. Within an Exclusive Use Area inside the structure, if any;
 - iii. On the lanai, on the floor, closest to the apartment;
 - iv. On some other location of the lanai floor;
 - v. Within the vertical boundaries of the lanai below the top of the railings of the lanai closest to the apartment;
 - vi. Within the vertical boundaries of the lanai below the top of the railings of the lanai; or
 - vii. Within the vertical boundaries of the lanai above the top of the railings/walls of the lanai, but within the Exclusive Use Area.

- e. Reception Antennas and Similar Structures shall not be placed in areas where it blocks fire exits, walkways, ingress or egress from an area, fire lanes, fire hoses, fire extinguishers, safety equipment, electrical panels, water shut-off valves, or other areas necessary for the safe operation of the Project. The purpose of this rule is to permit evacuation of the Units and Project and to provide clear access for emergency personnel.
- f. Reception Antennas and Similar Structures shall not be placed within two feet of electric power lines and in no event shall they be placed within an area where it can be reached by the play in the electric power lines. The purpose of this rule is to prevent injury or damage resulting from contact with the power lines.
- g. Reception Antennas shall be no larger than necessary for reception of an acceptable quality signal; provided that under no circumstances shall Reception Antennas for direct broadcast satellite services, multipoint distribution services be larger than one meter in diameter or diagonal measurement.
- h. Masts shall be no taller than necessary for reception of an acceptable quality signal; provided all masts taller than 12 feet, if mounted above the first floor of the building, shall require the prior written approval of the Board. The Owner shall provide detailed plans and specifications for the installation. The purpose of this rule is to address safety concerns relating to wind loads and the risk of falling structures. These safety concerns are heightened whenever structures are installed on a tall mast substantially above ground level.
- i. No resident may install more than one (1) television antenna or more than one (1) antenna from any video programming service provider.

4. Installation.

- a. Installation of Reception Antennas and Similar Structures shall be by a qualified person knowledgeable about the proper installation of Reception Antennas and Similar Structures. The purpose of this rule is to promote the proper and safe installation of Reception Antennas and Similar Structures.
- b. If installed by a contractor, the contractor shall be licensed and have insurance with the following minimum limits:
 - i. Commercial General Liability (including Completed Operations): \$1,000,000.00; and
 - ii. Workers' Compensation: Statutory Limits.
- c. Installation of a Reception Antenna or Similar Structure shall be in accordance with all applicable building, fire, electrical, and related codes and a building permit shall be obtained if required by law.
- d. Unless contrary to law or these rules, installation of Reception Antennas or Similar Structures shall be in accordance with the manufacturer's installation specifications. The installer shall have a copy of such specifications on site at all times during the installation. A copy of the specifications shall be provided to the Association within 72 hours of the installation.

- e. Wiring from the Reception Antenna to the television set(s) shall be installed so as to be minimally visible and blend into the material to which it is attached.
- f. There shall be no penetrations of the walls, floors, or ceilings of the building unless they are part of the Exclusive Use Area, without the authorization of the Board of Directors or the resident complies with the other provisions of these rules. Otherwise, the following devices may be used for transmission through the General Common Element walls, floors, or ceilings:
 - i. Devices which permit the transmission of signals from one face of a glass pane to the other without cutting or drilling a hole through the glass pane;
 - ii. Devices which permit the transmission of signals from one face of a wall to the other face without cutting or drilling a hole through the wall;
 - iii. Devices which permit the transmission of signals from the Covered Antenna to the television set through or over the air signals; and
 - iv. Existing wiring for transmission of video programming signals.
- g. If penetrations of the General Common Element walls, floors, or ceilings of the building are made, the penetrations shall be properly waterproofed or sealed in accordance with acceptable industry standards and applicable codes. The purpose of this rule is to prevent structural damage to the building.
- h. If Reception Antennas or Similar Structures are visible from outside the apartment, they must be painted to match the color of the building to the extent that the painting will not impermissibly impair the viewer's ability to install, maintain, or use the Reception Antenna or Similar Structures. In addition, the Board may require a resident to install inexpensive screens or plants to shield the Reception Antenna from view. Such a requirement may be imposed by the Board at any time.
- i. In the event the addition of any screening or painting would unreasonably increase the cost of installation, the Association, at its option, may pay for a portion of the cost of the screening and the Owner shall permit the screening to be installed or the painting to occur.
- j. Any resident installing, maintaining, or using a Reception Antenna shall do so in such a way that it does not damage the General Common Elements or the Units, void any warranties of the Association or other Owners, or impair the water tight integrity of the buildings. The purpose of this provision is to prevent structural damage to the common elements.
- k. Reception Antennas and Similar Structures shall be securely installed and masts shall be constructed of corrosive-resistant noncombustible materials. If necessary for a secure installation, the Reception Antenna and Similar Structure shall be secured to the Exclusive Use Area and have guy wires securing the device to the Exclusive Use Area. Guy wires, bolts, and similar items may not be attached to the General Common Elements or other apartments. The purpose of this Rule is to prevent the falling or other movement of structures or safety concerns relating to electricity and lightning, all Reception Antennas and Similar Structures shall be permanently and effectively grounded.

- l. The Association, in the sole discretion of the Board, may provide video programming signals to the residents. A Reception Antenna shall not be installed to receive a video programming signal that is provided by the Association. In the event that the Association provides video programming signals to the residents, those Reception Antennas previously installed may be removed by the Association at its expense.

5. Maintenance and Repair.

- a. The Owner shall be responsible for the maintenance of any Reception Antenna or Similar Structure installed by the Owner or one of the Owner's residents. Maintenance and repair shall include, but not be limited to:
 - i. Reattachment or removal within 72 hours of dislodgement from its original point of installation;
 - ii. Repainting or replacement, if for any reason the exterior surface of the Reception Antenna or Similar Structure becomes worn, disfigured, or deteriorated;
 - iii. Repair or replacement, if for any reason the Reception Antenna or Similar Structure no longer retains its original condition; and
 - iv. Repair or replacement to prevent the Reception Antenna or Similar Structure from becoming a safety hazard.
- b. Should the Owner fail to properly maintain the Reception Antenna or Similar Structure, the Association may, after notification to the Owner, fine the Unit Owner following notice and opportunity for hearing and take such further action, legal or otherwise, as permitted by Declaration or statute.
- c. Except in an emergency situation, the Board shall notify the Owner, in writing, that the Reception Antenna or Similar Structure requires maintenance, repair or replacement, and that such maintenance, repair or replacement must be completed within 30 days of such notification unless extended by the Board.
- d. If any required work is not completed within the time period for completion of the repair, maintenance, or replacement, the Association may remove and/or repair the Reception Antenna at the expense of the Unit Owner, such expense being added to the Owner's assessment.
- e. The Owner of the apartment or Exclusive Use Area in which the Reception Antenna or Similar Structure is located is responsible for all costs associated with his Reception Antenna including, but not limited to, costs to: (a) repair, maintain, remove and replace the Reception Antenna; (b) repair damages to the common elements, the Unit, other Units and other property caused by the installation, existence, or use of the Reception Antenna; (c) pay for medical expenses incurred by persons injured by the installation, existence, or use of the Reception Antenna; and (d) reimburse residents or the Association for damages caused by the installation, existence, or use of the Reception Antenna.

- f. It shall be the Owner's responsibility to remove any Reception Antenna or Similar Structure when the Association maintains, repairs, or replaces building components if the removal is necessary for the orderly completion of the work. Such removal shall take place within 72 hours of written notification, except in emergency conditions, when removal shall take place immediately. The cost of removal and replacement shall be the responsibility of the Owner.
- g. Should the Owner fail to remove the Reception Antenna or Similar Structure in a timely fashion, the Association may remove it at the expense of the Owner and the Association shall not be responsible for any damage to the Reception Antenna or Similar Structure.
- h. In the event the Owner removes a Reception Antenna or Similar Structure, the Owner shall promptly restore the property to its original condition.

6. Process and Procedure.

In the event of a violation of these rules, the Association may bring an action for declaratory relief with the Federal Communications Commission (FCC) or any court having jurisdiction over the matter. If the rules have been upheld by the FCC or by court decision, any future violations shall result in a fine of \$10 a day commencing 21 days after the FCC or court determination. To the extent permitted by law, the Association shall be entitled to reasonable attorneys' fees and costs and expenses. In addition, the Association may seek injunctive relief.

EXHIBIT C
Queen Emma Gardens
Lanai Enclosure Application

Printed Name of Owners _____ Apt. No _____

Please indicate that you have attached all required information/documentation by checking () the boxes below:

- Copy of Apartment Deed (sometimes referred to as "Limited Warranty Deed")
- Completed and executed CJS Group Letter of Agreement.
- Check in the amount of \$200.00 made payable to the *CJS Group*.
- Check in the amount of \$100.00 made payable to *Queen Emma Gardens AOA*.

a) I/We understand and agree that construction must be completed in accordance with plans and specifications prepared by CJS Group. b) I/We understand that final approval is pending inspection by CJS Group, submission of copy of building permit, and recordation of *Modification Agreement*. c) I/We understand that all work must be completed within one year of the date that the building permit is obtained. d) I/We understand that upon completion of the project, a letter stating that all construction has been completed and all sums due have been paid must be submitted to the AOA by the contractor with his signature.

Date _____

Signature(s) of Owner(s) _____

For QEG office use only _____

Check () the appropriate box when required information is received:

- AW Glass License & Certificate of Insurance on File with AOAO _____ (QEG Staff initials)
- Date Plans Received from CJS Group _____ by _____ (QEG Staff initials)
- Date Building Permit Received: _____ by _____ (QEG Staff initials)
- Copy of Electrician's invoice, if applicable _____ by _____ (QEG Staff initials)
- Date Inspected by CJS Group Received _____ by _____ (QEG Staff initials)
- Date Contractor's Notice of Completion Received _____ by _____ (QEG Staff initials)
- Date submitted to TPL for processing _____ by _____ (QEG Staff initials)

Comments/Special Circumstances:

If any of the above questions are answered "yes", you will be required to submit plans and specifications prepared by a licensed architect (unless waived by the Board) showing the details of the proposed work. You will also be required to submit the name of the licensed contractor(s) whom you intend to employ for the work and such other information as may be required by the Board. Even if you answer "no" to each of the questions above, the Board may require plans and specifications and other information from you before deciding upon your application.

INFORMATION RELATED TO LICENSED CONTRACTORS:

Name of Contractor	License #	Type of Contractor (e.g., general, electrical, etc.)
Name of Contractor	License #	Type of Contractor (e.g., general, electrical, etc.)

Owners may not make alterations and/or additions to their apartments or to the common or limited common elements without first obtaining the written approval of the Board of Directors and the approval of owners, where required. This application may be submitted to the Board of Directors through the Resident Manager by delivering a copy to the Resident Manager at the on-site office. Applications may also be submitted to the Board through the Association's Managing Agent, Touchstone Properties, Ltd., located at 737 Bishop Street, Suite 2700, Honolulu, Hawaii 96813. See the Association's Renovation & Remodeling Policies Manual for details regarding the approval process.

NOTICE: NO ALTERATIONS OR ADDITIONS MAY BE MADE UNLESS NOTIFICATION OF WORK FORM HAS BEEN SUBMITTED FOR ALL CATEGORY A & B WORK. NO ALTERATIONS OR ADDITIONS MAY BE MADE FOR CATEGORY C WORK UNTIL THIS APPLICATION IS APPROVED BY THE BOARD OF DIRECTORS. Failure to comply with any terms or conditions established by the Board before making alterations and additions may result in owners being required, at their own expense, to remove the alteration and/or addition and to restore the unit or the common or limited common elements to their original condition. Furthermore, failure to notify the Resident Manager and/or Board of Directors for all Category A & B work, or failure to obtain Board approval for Category C work (and owner approval, where applicable) and/or to comply with any terms or conditions established by the Board may result in the matter being referred to the Association's attorney, in which case the owner will be responsible for all attorneys' fees and costs incurred by the Association in connection with the matter.

The cooperation of owners in complying with the Board's design review policies will help to maintain a uniform and aesthetic appearance of Queen Emma Gardens AOA and will help to protect and ensure the structural integrity of the buildings of our project.

ACCEPTANCE OF TERMS & CONDITIONS

We, the undersigned hereby request that the Board of Directors of the Association of Apartment Owners of Queen Emma Gardens approve the alterations and/or additions described above and on any accompanying plans, specifications, or drawings. I/We hereby acknowledge receipt of a copy of The Renovation & Remodeling Policies Manual. I/We acknowledge and agree that any approval given by the Board of Directors shall be conditioned upon all work conforming to all applicable building and zoning laws, ordinances, and rules and regulations and all other conditions established by the Board, including, but not limited to, owner approval being obtained, where applicable. I/We agree to periodic inspections during the renovation work by the Resident Manager and/or representatives of the Board of Directors.

The undersigned understands that the undersigned is not authorized to commence any work or to make any alterations and/or additions until the written approval of the Board of Directors has been obtained and the applicable conditions imposed by the Board have been satisfied.

Owner's Signature(s): _____ Date
_____ Date

FOR ASSOCIATION USE ONLY: