



HOUSE RULES

Revised August 2020

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THE IMPERIAL PLAZA
HOUSE RULES
SEPTEMBER 2018

PURPOSE

The purpose of these House Rules is to promote a harmonious environment that results in the maximum enjoyment for all residents living in The Imperial Plaza complex. The enforcement of these rules is the responsibility of the Board of Directors and/or Agents or employees of the Board of Directors. All apartment owners, occupants, tenants and/or their guests or customers shall be bound by these rules. Where these rules are silent, the governing documents should be consulted. Where not covered by the governing documents or House Rules, a standard of reasonable conduct should apply.

GENERAL RULES

1. Each owner is responsible to ensure that all occupants of an apartment, their guests, and invitees observe these House Rules, and shall provide a copy of these rules to the tenant of the apartment.
2. All occupants must be registered with the Management office to ensure that they are permitted access to the building. Building access will be terminated for occupants and/or unit owners who have not registered within 5 days after taking possession of the unit. Electronic building access devices are non-transferable.
3. No commercial or business activities shall be carried on in any residential apartment.
4. No soliciting of goods or services shall be permitted on the premises of The Imperial Plaza except as approved by the Board of Directors.
5. Occupants or owners shall not request management, maintenance or housekeeping employees to perform private or personal errands for them.
6. Occupants or owners shall not request maintenance personnel to do work in any apartment unless there is an emergency endangering other apartments or the common areas.
7. Occupants of The Imperial Plaza should inform the Security Desk in advance of an expected delivery or visit by a service technician (see parking, loading, move-in / out and dock usage rules).
8. The Imperial Plaza management staff does not retain keys to any unit. It is the responsibility of the unit owner to give the General Manager a telephone or contact number which can be called in the event of an emergency.
9. Occupants, owners and / or agents for the owners (excluding the Developer) will notify the General Manager's office when their apartments are unoccupied for more than thirty (30) days.
10. Movement of large items requiring the use of an elevator in The Imperial Plaza Tower or Townhouse shall be scheduled in advance with the General Manager's office and moving shall be done between the hours of 8:00 AM and 5:00 PM, Monday through Saturday. No moves are permitted on Sundays or State and Federal holidays.
11. Occupants of The Imperial Plaza will not make or allow noises to be made that may cause a disturbance to occupants of other apartments or units.
12. Excessive noise or any violations of these House Rules should be immediately reported to the General Manager /Security staff.
- 12a. Except for an emergency that requires corrective action and that has been approved by the General Manager, no maintenance personnel, private contractors or other workers will be allowed to commence work in the residential apartments before 7:30 AM and all such work must cease before 5:00 PM. No remodeling, construction or contractor work is to be performed on Sundays or holidays.
13. The General Manager and employees of The Imperial Plaza perform at the direction of the Board of Directors. Abusive, threatening, or hostile actions toward any employee, unit owner, unit tenant or guest will be dealt with by Security and may result in a criminal matter and/or a fine.

14. Hawaii State Law, S. B. No. 3262, Act 295 prohibits smoking in "all enclosed or partially enclosed areas within multi-family dwellings that are open to the common use of all unit owners or residents, including but not limited to lobbies, hallways, corridors, stairways, waiting areas and recreation areas within multifamily dwellings." Smoking is prohibited in all common areas as well as all outdoor areas on the property such as the 6th floor recreation deck. Furthermore, smoking must be contained within a resident's unit. If at any time cigarette, cigar or pipe smoke is determined to be invading a neighboring unit, the resident causing the situation may be subject to a written warning and / or a fine. No cigarettes, cigars or other smoking material shall be discarded in the parking areas, corridors, elevators, stairwells, sidewalks, yard or any other common areas, on the property. It is also prohibited to use "electronic cigarettes" and the like in any parts of the common area.

APARTMENT USE

1. No sign, signals or lettering shall be inscribed or exposed on or at any parking stall or any window, wall or door of a residential apartment. Nor shall anything be projected out of any window of a residential apartment.
2. No antennas or other objects shall be attached to outside walls of The Imperial Plaza or to the exterior of any door or window of a residential apartment except as may be allowed by FCC regulations.
3. Furniture and potted plants suitable to the balconies, the lanais and the patios may be used thereon; however, articles which are unsightly shall be removed upon the written request of the Board of Directors or the Managing Agent. Holiday lighting may be displayed from December 10th to January 10th of the following year.
4. Watering plants, sweeping and mopping of balconies, lanais or patios will be done in a way that will not create a nuisance to persons residing in adjacent or lower apartments or to persons on the grounds of the premises. Articles, including cigarette ash or butts, may not be thrown from lanais or patios.
5. Plumbing equipment such as toilets and garbage disposals shall be used only for the purposes for which they were constructed. Sweepings, diapers, rubbish, rags, and paper will be disposed of in the trash and not through the plumbing system. Damage resulting to the building or other apartments from such misuse of the plumbing system shall be paid for by the owner of the apartment whose occupant engaged in such misuse.
6. Personal Barbecue grills are not allowed on patios or lanais.

PETS

1. No more than one (1) pet may be kept in any apartment, except this limitation will not apply to fish. A cat or a small bird is welcome as well as a medium sized dog, up to 50 pounds. Any pet violations may result in a written warning and/or a fine.
2. Pets shall not be kept, bred, or used for any commercial purpose.
3. Pet owners are responsible for promptly cleaning up any waste or mess created by their pet. Pet trash must be securely wrapped in a plastic bag and taken to the containers in the trash

collection area.

4. Pets shall not be allowed in the recreation areas, or on any other common areas, except in transit and when hand carried or held on a short leash.
5. All pets must be registered with the General Manager and are subject to approval by the Board of Directors.
6. Pets belonging to visitors are not permitted on the premises.
7. Any personal injury, liability and/or any damage to any apartment, building, grounds, flooring, or walls, caused by a resident's pet will be the full responsibility of the owner of the apartment in which the pet's owner resides.
8. Any pet which is a nuisance or causes unreasonable disturbance to any occupant or causes damage to any building and/or grounds, including depositing waste, shall be removed by the owner promptly upon written request by the Board of Directors or the Managing Agent.

SERVICE AND COMFORT ANIMALS

1. Notwithstanding any provision to the contrary contained herein, occupants may keep guide dogs, signal dogs, and other service animals upon which they depend for assistance, including comfort animals (collectively hereinafter "Service Animals"), and such animals shall be allowed to walk through the Common Elements while carried, on a leash, or within the control of the occupant. This exception shall also apply to guide dogs, signal dogs, or other service animals depended upon by handicapped guests of occupants.
2. Such Service Animals shall not be kept, bred, or used at the Project for any commercial purpose;
3. If a Service Animal causes a nuisance or unreasonable disturbance, the owner thereof will be given an opportunity to rectify the problem by measures which fall short of removal of the animal from the Project. The removal of such animal from the Project shall be required only if less drastic alternatives prove unsuccessful or would be futile. If the Board determines that such a Service Animal must be ejected, the owner thereof will be allowed a reasonable period of time to attempt to obtain a suitable substitute Service Animal, and the Service Animal in question will be permitted to remain at the Project during that time, provided that the problem is controlled to a sufficient degree that the continued presence of the Service animal during that time does not constitute an unreasonable imposition upon other occupants.

4. Service Animal waste must be disposed of in a sealed bag placed into a trash dumpster.
5. The Service Animal owner shall be responsible for the cost and expenses of repair and cleaning of Common and Limited Common Elements incurred by the Association as a result of damages caused by such Service Animal.
6. Each Service animal shall be registered with the Association General Manager. Registration shall consist of filing out a registration form containing such required information as the Board may from time to time specify, including name of Service Animal and color photo of Service Animal.
7. Financial responsibility for any personal injury or personal property damage caused to any owner, occupant, guest, employee of the Project, or to any member of the public shall be that of the Service Animal owner.
8. Owners/tenants are responsible for Service Animals of their visitors.

COMMON AREAS

1. The common areas in The Imperial Plaza, such as hallways, walkways, and passageways, shall not be obstructed under any circumstances.
2. Items of personal property, including baby carriages, shopping carts, bicycles, tricycles, shoes, plants, and other movable personal property shall not be left or allowed to stand in any part of the hallways, stairs, lobbies, elevators, parking areas, or any other common area.
3. Fire doors must remain closed at all times pursuant to fire regulations.
4. Owners of an apartment whose residents or guests are found tampering with the fire fighting equipment, fire alarms, fire doors, or the fire sprinkler system will be subject to criminal charges and liable for all repair costs, replacement, or damage caused to the building or personal property.
5. Occupants shall not use or bring onto the premises hazardous, highly inflammable, or explosive substances.
6. Common element entry doors shall remain locked at all times. No resident shall aid any person to enter the building that you personally cannot identify as a unit owner, resident or building staff employee. Refer such persons to Security or notify Security immediately at 592-3305.
7. Eating, drinking or smoking is not permitted in elevators or lobby areas.
8. The use of fireworks and/or firecrackers on the premises is prohibited at all times.

9. The metal gates on the 6th floor recreation deck, outside the Townhouse building on either side of the water feature shall remain closed at all times.
10. Riding of bicycles, scooters, skateboards, roller skates, roller blades and rolling footwear or any footwear with a wheel or wheels and ball playing are not allowed in any common area at any time.
11. All bicycles & mopeds need to be registered with the General Manager and stored/parked in the designated area(s) in accordance with the bicycle/moped rules.
12. Townhouse apartments are exposed to the elements and not in an enclosed area, so a small doormat may be placed at the entry to these units. All door mats are subject to Board and management approval.

PARKING

1. All vehicles parked on this project will be at the owner's sole risk. Parking is permitted for occupants only within assigned or designated parking stalls. Limited guest parking is located on the 1st floor.
2. All vehicles must be registered with the Management office. Vehicles illegally parked in stalls assigned to another, in guest parking or the commercial parking spaces may be towed and/or fined by the Association from the premises at the vehicle owner's expense. Vehicles may not protrude beyond parking stalls or block the driveways. Owners of any vehicle found to be in violation will receive a written warning and/or a fine.
3. Owners are responsible for the cleanliness of their parking stalls at all times, including the removal of any grease buildup.
4. Repairs to vehicles will not be permitted in the parking areas with the exception of minor emergency repairs. Racing of engines or tire squealing will not be permitted.
5. There will be no loitering or playing in the parking areas.
6. Items of personal property, other than motor vehicles currently registered with the City & County of Honolulu, may not be kept in any parking stall.
7. Guest parking, which may not be used by owners and residents, shall be under the supervision of the General Manager. Guests may park only in authorized areas designated as "Guest Parking", and must register at the Security Desk located in the tower lobby. Unregistered vehicles will be towed away at the owner's expense. Contractors and delivery persons MAY be allowed to use the guest parking stalls upon registering at the security desk. The Security staff may ask delivery or construction personnel to park in the loading dock areas. There is no overnight parking in the guest parking stalls. Any vehicle left between the hours of 2AM to 6AM is subject to being towed at owner's expense.
8. Vehicles are required to park between the marked or painted lines. Double parking, which also includes one vehicle and one motorcycle, is not permitted.
9. Each garage door remote is programmed by the management office and is assigned to a specific unit. Garage door remotes are non-transferrable. Only owners can purchase/authorize garage door remotes. Batteries to operate the garage door remotes are the responsibility of the owners. Replacement batteries may be purchased through the management office.
10. Vehicles must not exceed 5 MPH and headlights must be turned on at all times while driving within the parking structure. For safety reasons, you must obey parking garage signs at all times.

RENTALS

1. The owner shall identify to the General Manager the agent responsible for rental of the apartment. Any agent acting on the owner's behalf must be aware of and follow all House Rules at all times.
2. The General Manager shall be notified by the owner or agent of the name of any tenant. Failure to comply within 5 days of occupancy will result in loss of access privileges and/or a fine.
3. Owner-occupants, nonresident owners, or agents who rent, loan, or otherwise permit occupancy of their apartments shall furnish a copy of these House Rules to their occupants. Owner-occupants, nonresident owners, or agents who rent, loan, or otherwise permit occupancy of their apartments, shall furnish a copy of the rental agreement and/or lease to the General Manager. The owner shall assume responsibility for the actions or omissions of his agent or the occupant of the apartment.
4. Signs, including "For Sale", "For Rent", or "Open House", will be strictly regulated, on policy approved by the Board of Directors and administered by the General Manager.
5. All residents must personally register with the Management office. All personal and emergency notification information must be kept current at all times.
6. In accordance with the Hawaii Community Development Authority (HCDA) and the Kakaako Community Development District Mauka Area Rules Chapter 217 Hawaii Administrative Rules, it is a violation to rent your unit for less than 180 days. Violators are subject to reporting to HCDA and per day monetary fines imposed to the unit owner from The Imperial Plaza AOA.

REFUSE

1. All garbage must be securely wrapped and plastic bagged before depositing into the trash chute or the containers in the trash collection area.
2. No wet garbage or folded cardboard containers or any other objects that would tend to hinder the easy fall of trash in the trash chute may be inserted in any trash chute.
3. Cardboard boxes, large bottles, and items that may clog or damage a trash chute must be taken to the containers in the trash collection area. All boxes must be broken down before depositing in the "Boxes Only" container in the trash collection area. Do not place trash, boxes, or refuse of any type in any common area, including the trash chute rooms, lobbies, garages, etc.
4. Recycling is encouraged. There are two (2) "recycling centers" on the property. We have recycle bins for newspaper, non-deposit glass, glass beverage containers, plastic beverage containers and aluminum beverage containers.
5. Pet trash (sand, litter, paper, etc.) must be wrapped with extra care in plastic bags and taken to the containers in the trash collection area. Pet trash may not be disposed of through any trash chute.
6. Hazardous materials, such as paint thinners, solvents or any highly flammable substance will not be put into any trash chute and trash collection area nor stored in any apartment. If you have any questions on how to dispose of a certain material, please call the City's Refuse Division at (808) 768-3201 or visit the City's website at http://envhonolulu.org/solid_waste/Household_Hazardous_Waste.html
7. The trash chute shall not be used between the hours of 11:00pm to 7:00am.
8. Large, bulky items may not be thrown away in any trash bin, left in any common area, nor left at the building's curbside. The Imperial Plaza does not participate in the City and County's bulky item pickup. Instead, annually a dumpster will be provided for residents to dispose of their large, bulky items. Informational flyers will be posted by management notifying residents of the dates the dumpster will be on site.

RECREATION AREA

The Recreation area is located on the 6th floor: There is a clubhouse with a kitchen that is available for use by residents. There are 2 restrooms, 2 Jacuzzis, 2 saunas and 2 swimming pools.

The use of all facilities shall be at the sole risk of the owners, residents and guests.

The Imperial Plaza Association of Apartment Owners and its Board of Directors assumes no responsibility for any loss or injury that may occur while using the recreation area. Parents and/or guardians are expected to utilize reasonable judgment in determining that their children are adequately and safely supervised whenever they are using the recreation deck. All facilities on the recreation deck are available between the hours of 8:00AM to 10:00PM.

Each residential household will be limited to 4 guests at any time. More than 4 guests shall be considered a party and pre-arrangements must be made with the Security Desk. Guests must be accompanied by a resident at all times. The use of the Recreation Area for profit or commercial use is prohibited. Boisterous and loud conduct, loud playing of radios or the use of karaoke or other sound amplifying devices is prohibited. Earphones or headsets must be used at all times with any radio, tape recorder, or compact disc player.

Pets are not permitted on the Recreation Deck (refer to PET rules on Page 5).

Bicycles, skateboards, roller skates, roller blades, scooters, ball playing, and running are not allowed at any time on the Recreation Deck.

SWIMMING POOL

1. The Imperial Plaza does not employ the services of a lifeguard; therefore, swimmers will use the pool at their own risk at all times. Swimming is permitted during the hours of 4:00 AM to 10:00 PM daily.
2. Parents and/or guardians are responsible for the safety and conduct of their children. Children under the age of 14 years must be accompanied by a responsible resident adult at all times. Boisterous and loud conduct, loud playing of radios or the use of karaoke or other sound amplifying devices is prohibited.
3. Pool users must be competent swimmers or must be accompanied by a competent swimmer.
4. Guests must be accompanied by a resident at all times.
5. Swimming is not allowed in other than proper swimming apparel. Persons who enter the pool with shoulder length hair must wear bathing caps. Hair pins, bobby pins, and hair rollers can damage the pool or Jacuzzi and must be removed before entering the water. Young children must wear proper swimming apparel; no persons in diapers are allowed in the pool except those who wear special pool-appropriate diapers which shall be used to prevent contamination of the pool.
6. No bather may enter the water without first having showered. All suntan oil, ointment, and lotion must be removed from the body and attire before entering the pool. Bubbly lotions or soaps may not be put into the water.
7. Running, pushing, shoving and boisterous and loud conduct is not permitted in the pool area. Earphones or headsets must be used at all times with any radio, tape recorder, or compact disc player.
8. Rafts, swimming gear, large toys (ex: noodles), surfboards or other equipment are not permitted in the pool or pool area except, however, water safety devices such as water wings or personal flotation rings may be used by inexperienced swimmers with proper supervision.
9. The use of glassware, bottles, ceramics, chinaware, or other breakables in the pool area is prohibited. Used paper cups and plates should be deposited in the trash bin provided for the purpose.
10. Pool furniture may not be reserved nor removed from the pool area, nor should other furniture be placed in the pool area.
11. Board of Health regulations requires the following:
 - a. All persons known to have or suspected of having infectious disease, suffering from a cough, cold, or open sores, or wearing band aids or bandages are not allowed to enter the swimming pool or Jacuzzi.
 - b. Spitting, spouting of water, urinating or blowing of the nose in the swimming pool or Jacuzzi is strictly prohibited.
12. No person may use the Jacuzzis without proper supervision, if use of the Jacuzzis would pose a risk to the person's health, safety, and /or welfare without such supervision.

13. Elderly persons, pregnant women, infants, persons on medication and those with health conditions requiring medical care should consult a physician before using the spa to thoroughly understand any risks involved.

CLUBHOUSE

1. Use of the clubhouse by owners or designated occupants of The Imperial Plaza for private entertainment will be by reservations made in advance with the Management office. Reservations shall be approved on a first come, first serve basis. A \$25.00 refundable deposit and a signed waiver are required for such use.

2. No furniture, appliance, equipment or furnishing belonging to the clubhouse may be removed therefrom.

3. The clubhouse and all appliances and cooking utensils which were used must be cleaned. All garbage and trash must be wrapped and bagged and removed. Failure to clean the clubhouse or remove trash after use will result in loss of deposit.

4. Parties are not to exceed a maximum of 20 guests. In these instances, the clubhouse and both grills will also be reserved and the appropriate deposits assessed. Reservations may be placed no more than 60 days in advance.

5. Reservations for the clubhouse for Federal holidays (defined as New Year's Day, Martin Luther King Jr. Day, Memorial Day, Fourth of July, Labor Day, Discoverer's Day, Veterans Day, Thanksgiving, and Christmas Day) will be awarded by a lottery system for all requests received up to 30 days before the holiday. If there are no reservation requests received prior to 30 days before the holiday, the reservation will be awarded on a first come, first served basis. Only one reservation request per unit will be honored per holiday.

BARBECUE GRILLS

There are three (3) barbecue grills available on the recreation deck for use by residents. The number one grill is considered an "Express grill" for use without prior deposit or reservation. This grill is intended as a first come, first serve appliance. Please clean after use and be courteous to your neighbors. The other two barbecue grills are for use with advance reservations made through the Management office. The reservations are on a first come, first serve basis. A \$25.00 refundable deposit is required. Failure to clean the grill after use will result in loss of deposit. Use of personal barbecues anywhere on the property is prohibited.

SAUNAS

1. All residents and guests are required to shower before entering the sauna.

2. Pushing, shoving, boisterous and loud conduct in the sauna area is prohibited.
3. Any personal items left at the sauna will be considered abandoned and will be subject to disposal.

VIOLATIONS OF HOUSE RULES

1. An apartment owner shall be responsible for the conduct of his lessees, tenants and guests and shall, upon request of the Board of Directors or the Managing Agent, immediately abate and remove, at his expense, any structure, thing or condition that may exist with respect to the occupancy of his apartment by his lessees, tenants or guests contrary to the interest and meaning of the provisions hereof; or, if the apartment owner is unable to control the conduct of the lessees, tenants or guests within the interest and meaning of the provisions hereof, he shall, upon request of the Board of Directors, immediately remove such lessees, tenants, or guests from the premises without compensation for lost rentals or any other damage resulting therefrom.
2. All corrective actions regarding violations of these House Rules and damages to the common elements or common areas will be enforced by the Board of Directors or the General Manager and/or Managing Agent and all such violations and damages should be reported promptly to the Board of Directors, the General Manager and / or the Managing Agent.
3. Damages to common elements or common areas shall be surveyed by the Board of Directors or the General Manager and/or Managing Agent and the cost of repair or replacement and any legal fees incurred shall be assessed by the Board of Directors, the General Manager and / or the Managing Agent against the owner of the apartment in which the responsible individual(s) were living or visiting.

NOTIFICATION AND PROCEDURES FOLLOWING VIOLATIONS OF HOUSE RULES

1. Upon observation or awareness of a House Rule violation, it is the responsibility of the General Manager to:
 - a. First offense - Issue written warning to the violator and, if different, to the owner.
 - b. Second or subsequent offense -Issue written violations to both owner and tenant and keep a copy on file.
2. The owner may protest the notice of violation to the Board of Directors in writing or at a meeting thereof. Fines will be held in abeyance until the day after the next scheduled Board Meeting. Owners may contact the Management office to learn the date of the next meeting.
3. The nominal fine established by the Board for a second violation of any House Rule, or Bylaw, is \$200.00. Gross violations or willful disregard of the rules may merit higher penalties.
4. Repeated violations by the residents of the same apartment will result in higher penalties and/or legal proceedings to persuade the owner of said apartment to modify the behavior of or remove the residents.
5. Unpaid fines will be included in the monthly maintenance fees.

BUILDING RULES

Attached hereto as Exhibit A and made a part hereof are the Rules for Residential Remodeling and Upgrading, which shall govern the conduct and use of the residential apartments and the common elements and the limited common elements within The Tower and Townhouse and the limited common elements appurtenant thereto. Should any provision in the House Rules conflict with any provision in the House Rules Related to Residential Remodeling and Upgrading, the provision in the Rules for Residential Remodeling and Upgrading shall prevail. Exhibit A:

THE IMPERIAL PLAZA RULES FOR RESIDENTIAL REMODELING AND UPGRADING

1. Owners must adhere to the following procedures prior to undertaking any remodeling or upgrading of their unit:
 - a. All remodeling proposals should be submitted to the General Manager. Authority to approve projects has been granted to the General Manager by the Board of Directors. Any decision by the General Manager to deny a project in whole or in part may be appealed to the Board of Directors.
 - i. Remodeling Application should be submitted as early as possible to allow for proper review but, at least 30 days in advance of the start of the project. For projects that include electrical or plumbing changes, allow 60 – 90 additional days for review.
 - ii. Application information that must be completed: Owners information; detailed descriptions of the scope of work; estimated start date; duration; detailed description of work with stamped drawings for projects which include electrical or plumbing changes; contractor(s) information (license and insurance certificate) for all contractors, and signed application by the owner and contractor.
 - iii. If alteration to the common elements such as plumbing and electrical or limited common elements is required, a separate review by an AOA Architect will be required as well as a Building Permit from the City and County. This review and City County permits will add 60-90 days for approval. The owner is responsible for all fees assessed by the review architect and City & County. The architectural review and City & County Building Permit process should be considered as additive to the 30 day review process by the General Manager.
 - iv. If flooring is changed, a room by room diagram is required as well as meeting requirement for the underlayment which is dependent on what room flooring is changed.
 - v. Any requirements for utility outages or connection to the common element utility system(s) must be scheduled with the General Manager.

- vi. A detailed description of any demolition work is required to address as part of the project planning.
 - vii. A description of any demolition or construction that will produce audible noise outside the project site and an estimate of what days the noise will be produced. The actual construction schedule will be coordinated with the Management Office to insure neighboring apartments are notified of noise making activities.
2. House rules allow for contract work to begin at 7:30 AM and cease by 5:00 PM. Please note that the elevator is available for the movement of large items between the hours of 8:00 AM to 5:00 PM. Monday through Saturday, and must be scheduled at the Security Desk. Large items will not be moved outside of the hours or without the approval and prior coordination with the Security Desk. Any items using mechanical assistance, such as hand trucks, dollies, etc., or that cannot be hand carried should be considered a large item.
 3. Renovation activities generating noise heard outside the apartment will be limited to the hours of 8:00 AM to 5:00 PM. While each apartment owner is entitled to do renovation work inside their apartment within the parameter of these guidelines, one must remember this is a residential building. The contractor is required as part of these guidelines, to notify all surrounding apartment owners seven (7) days in advance that renovation work generating noise inside the apartment will be done. This notification must include the start date, days and hours work will be done, anticipated completion date, and a contact number for the general contractor of the work.
 4. Utility (electric, water, sewer or air conditioning) shut downs in the building must be done with one week advanced notice to the Management Office. Such shut downs are permitted, with advanced approval, for up to three hours only.
 5. Owners, their employees and agents are responsible for disposing of all construction debris. Use of the trash chutes or dumpsters in the building for disposal of such debris is prohibited. Owners will be charged for the removal of any trash left in common areas.
 6. Owners, their employees and agents are responsible for cleaning or repair of any damage to the common elements (i.e.: hallways, elevators) which were utilized to accomplish their work in the building. Protective mats should be used at all times to cover the carpeting in the halls, elevators and other areas which must be used for entry and exit to the building. Do not slide items across carpeting. Wall pads must be used in elevators when moving volume and/or large items.

7. Owners, their employees and agents are liable for all repairs for damage to the building and for any cleaning expenses incurred. Cleaning expenses will be charged at a rate of \$50 per hour or any fraction thereof, and repairs will be charged at a rate of \$50 per hour or any fraction thereof for in-house repairs or at the regular contractors' rate if we hire a contractor to make the repairs.
8. Public stairways, walks and passageways shall not be obstructed or used of purposes other than ingress and egress.
9. Parking in the loading zone (Waimanu Street) or guest parking area (ground floor) is limited and is on a first come, first served basis. All contractors, vendors must register with Security Desk Parking in customer/reserved/resident stalls is not permitted. All vehicles not registered or illegally parked will be towed away at the owner's expense.
10. A copy of the application form for the remodeling or upgrading of residential apartments must be completed in its entirety not submitted piece mill.
11. The General Manager will provide written approval or disapproval of the project. If a City and County Building Permit is required, the General Manager may tentatively approve the project for planning purposes subject to receipt of a City and County Building Permit application. Final approved Building Permit must be received before the commencement of any construction/modification work.

RESIDENTIAL REMODELING APPLICATION

The Imperial Plaza
725 Kapiolani Blvd.
Honolulu, Hawaii
96813

Unit # _____

Owner / Agent: _____ Phone: _____

Contractor: _____ Phone: _____

Brief Description of Work:

Describe Utility Outage/Connection:

Describe Demolition:

Approximate Start Work Date: _____ Finish Date: _____

Residential Remodeling Applications must be submitted to the Management Office at least 30 days in advance of the start of the project. All owners, tenants, agents and employees of owners including contractors, design professionals and vendors are required to comply strictly with the provisions of the project documents for the Imperial Plaza (Declaration, Bylaws and House Rules) and the provisions of Chapter 514A, Hawaii Revised Statutes, which prohibit certain alterations or additions within an apartment without the prior written approval of the Board of Directors. Owners or other occupants who are contemplating remodeling should first consult with the Board of Directors or its authorized representative. Commencement of any remodeling without approval may result in an owner having to remove alterations. Contractors are responsible to remove all demolition materials off the property.

I acknowledge receipt of a copy of The Imperial Plaza House Rules as it relates to remodeling, and further acknowledge that I, as owner, and/or as contractor will comply with all these rules.

Owner/Agent Signature: _____ Date: _____

Contractor Signature: _____ Date: _____

Approved: _____ Date: _____

Board Policy – Master Insurance Policy Coverage

PURPOSE

The purpose of this policy is to advise and inform The Imperial Plaza apartment owners of the limits of the Association’s master insurance policy coverage and emphasize the need for all owners to purchase a condominium owners insurance policy (HO-6) for their apartment(s) in order to adequately cover any improvements and their share of the master insurance policy deductible.

The Association’s master insurance policy provides a limited amount of coverage for the individual apartments in the event of a fire, flood or other type of covered loss. This coverage is generally limited to restoration of the apartment to its original “as-built” condition. It may not cover such things as improvements to flooring, appliances, cabinets or other upgrades. The Association’s master insurance policy also has a deductible that will be charged to apartment owners in accordance with the provisions of this policy.

AUTHORITY

Hawaii Revised Statutes 514B-143.

SCOPE

This policy applies to all apartment owners.

DEFINITIONS

Association: The Association of Apartment Owners of The Imperial Plaza.

Board: The Association of Apartment Owners of The Imperial Plaza, Board of Directors.

Common element: Those parts of a condominium project that belongs all owners. With a few exceptions, they constitute everything except the apartments in which people live. They include, but are not limited to, utility infrastructure (water, electrical and air conditioning supply lines), corridors, garbage rooms, lobbies, parking areas, utility rooms, the roof and the grounds

HO-6: A type of homeowners insurance specifically for condominiums. It covers interior walls, fixtures, improvements and personal property inside a condominium. It is distinct from the Association’s master insurance policy, which covers common elements such as the roof, hallways and elevators.

Master insurance policy: Insurance purchased by the Association to provide loss coverage for common elements and to a very limited extent, the interior of the individual apartments.

A.03.5 PROCEDURE

1. The Association's master insurance policy has a deductible amount five thousand dollars (\$5,000.00).
2. In accordance with HRS 514B, §143(d), it is the policy of the Board to charge the master insurance policy deductible amount to the affected apartment owners in the following manner:
 - 100 (one hundred) per cent of the deductible will be charged to the apartment owner who caused a loss (or from whose apartment the cause of loss originated) regardless of how many other apartments are affected and file claim with the Association's master insurance policy carrier. (See Example 1).
 - If the loss was caused by a common element failure, the deductible amount will be charged, in a proportional manner, to any apartment owners who suffered a loss and filed a claim with the Association's master insurance policy carrier (See Example 2).
3. If the total of all loss expenses due to an incident, regardless of the cause, are less than \$5,000.00 (five thousand dollars), no claim will be filed with the Association's master insurance policy carrier. Each apartment owner will need to either file a claim with their HO-6 carrier, or pay their expenses out-of-pocket.

Example 1: The owner of apartment A overfills the bathtub and causes extensive water damage to apartment A as well as apartments B, C and the common corridor that serves all three apartments. In this circumstance, the entirety of the master insurance policy deductible will be charged to the owner of apartment A. The owner of apartment A should file a claim with the carrier of their HO-6 policy for coverage of the master insurance policy deductible or alternatively, pay the deductible out-of-pocket.

Example 2: A common element pipe breaks in the ceiling above apartment A. Apartment A sustains \$70,000.00 in damage, apartment B sustains \$20,000.00 in damage and apartment C sustains \$10,000.00 in damage. The master insurance policy deductible will be divided as follows: Apartment A will be responsible for 70%, apartment B will be responsible for 20% and apartment C will be responsible for 10%. Apartment owners A, B and C should file a claim with the carrier of their HO-6 policy for coverage of their share of the master insurance policy deductible or alternatively, pay their share of the deductible out-of-pocket.

THE IMPERIAL PLAZA
BOARD RESOLUTION ADOPTING POLICY AND RULES FOR
PLACEMENT OF ELECTRIC VEHICLE CHARGING SYSTEMS

WHEREAS, by state law, an owner of a unit in a multi-family residential dwelling in Hawaii is allowed to install an electric vehicle charging system on or near the owner's parking stall, subject, however, to rules that may reasonably restrict the placement and use of such systems; now, therefore

RESOLVED, that accordance with Section 196-7.5, Hawaii Revised Statutes, the Board of Directors for the Association of Apartment Owners of The Imperial Plaza ("Board") hereby adopts the attached Placement of Electric Vehicle Charging System Policy ("Policy") and Rules for Installation of Electric Vehicle Charging Systems ("Rules"); and

FURTHER RESOLVED, that notice is hereby given that the said Policy and Rules may be revised from time to time to comply with changes in applicable laws or at the Board's determination.

THE IMPERIAL PLAZA
Placement of Electric Vehicle Charging System Policy
(Hawaii Revised Statutes §196-7.5, as applicable)

(a) Notwithstanding any law to the contrary, no person shall be prevented by any covenant, declaration, bylaw, restriction, deed, lease, term, provision, condition, codicil, contract, or similar agreement, however worded, from installing an electric vehicle charging system on or near the parking stall of any multi-family residential dwelling or townhouse that the person owns and/or is designated for use by the Association. Under Hawaii law, any provision in any lease, instrument, or contract contrary to the intent of *Hawaii Revised Statutes* (“HRS”) §196-7.5 shall be void and unenforceable

(b) These rules shall facilitate the placement and use of electric vehicle charging systems for the purpose of charging electrical vehicles in the parking stalls of the The Imperial Plaza project (“Project”) and shall not be unduly or unreasonably restrictive so as to prohibit the placement or use of electric vehicle charging systems altogether. No fees shall be assessed or charged to any homeowner for the placement of any electric vehicle charging system. The Association may require reimbursement for the cost of electricity used by such electric vehicle charging system.

(c) Any person may place an electric vehicle charging system (sometime referred to herein as “system”) on or near the parking stall of any unit owned by that person and/or a parking stall designated to that person’s unit for use by the Association; provided that:

(1) The system is in compliance with any rules and specifications adopted pursuant to this Policy;

(2) The system is registered with the Association within thirty days of installation;

(A) The registration shall include a letter from the installer (who must be properly licensed by the State of Hawaii to install an electric vehicle charging system, and who must be insured) addressed to the Association (c/o its Managing Agent) and must certify the date and location of the installation and that it complies with Sections (b) and (c)(1) of this Policy; and

(B) The failure to provide such registration and within such time frame shall be a violation of the Association’s administrative rules without further notice by the Association; and

(3) If the system is placed on a common element or limited common element as defined by the Association’s governing documents, the homeowner shall first obtain the written consent of the Association; provided further that such consent shall be given if the homeowner agrees in writing to:

(A) Comply with the Association’s design specifications for the installation of the system;

(B) Engage a duly licensed contractor to install the system; and

(C) Within fourteen days of approval of the system by the Association, provide a certificate of insurance naming the Association as an additional insured on the homeowner's insurance policy.

- (d) If an electric vehicle charging system is placed on a common element or limited common element:
- (1) The owner and each successive owner of the parking stall on which or near where the system is placed shall be responsible for any costs for damages to the system, common elements, limited common elements, and any adjacent units, arising or resulting from the installation, maintenance, repair, removal, or replacement of the system. The repair, maintenance, repair, removal, or replacement of the system. The repair, maintenance, removal and replacement responsibilities shall be assumed by each successive owner until the electric vehicle charging system has been removed from the common elements or limited common elements. The owner and each successive owner shall at all times have and maintain a policy of insurance covering the obligations of the owner under this paragraph and shall name the Association as an additional insured under the policy; and
 - (2) The owner and successive owner of the parking stall on which or near where the system is placed shall be responsible for removing the electric vehicle charging system if reasonably necessary or convenient for the repair, maintenance, or replacement of the common elements or limited common elements.
- (e) Before an electric vehicle charging system may be installed, the Board must be presented with proposed general plans showing location, wiring, specifications and a detailed description of the work to be undertaken. Changes may be requested by the Board, followed by re-application by the owner. Once the plan is preliminarily approved by the board, all appropriate stamped electrical, engineering and mechanical plans and surveys must be presented, along with all pertinent approved permits, and any other additional documentation requested by the Board, after which the Board will issue its final written approval.
- (f) After receipt of the Board's final written approval, installation of the electric vehicle charging system may then commence. Installation must be coordinated with the Association's general manager so as to not conflict with any other building, maintenance, or restoration activities.
- (g) If standard design specifications have not been adopted by the Board at the time of an owner's proposed installation of an electric vehicle charging system, any such installation shall be in accordance with complete plans and specifications funded solely by the owner, prepared by a licensed electrical engineer, and approved in writing by the Board.
- (h) Regardless of whether the Board has adopted standard design specifications, the means by which the electrical vehicle charging system is connected to the Project's electrical lines shall be in accordance with complete plans and specifications funded solely by the owner, prepared by a licensed electrical engineer, and approved in writing by the Board.
- (i) The Association shall not be required to make any improvements to the electrical wiring

or other components of the Project's existing electrical system in order to enable owners to install electric vehicle charging systems.

- (j) The Association may deny permission to install electric vehicle charging systems if it is advised by a licensed electrical engineer that the Project's wiring or other components of the existing electrical system are inadequate to safely support such systems, or it may limit the number of systems that may be installed or that may be used at any one time to those that the system can safely support on a first-come, first-served basis; provided, however, that an owner may, after receiving written approval from the Board, upgrade the Project's existing electrical system or install a new power line at the owner's sole expense, and any such upgrade or installation shall be in accordance with complete plans and specifications funded solely by the owner, prepared by a licensed electrical engineer, and approved in writing by the Board.
- (k) Electric vehicle charging systems that are connected to common element electrical lines shall be sub-metered so that the electricity being used by the system is either directly billed to the owner by the electric company or the owner shall pay the Association for all electricity used by the system at the then-current rate. The failure of an owner to promptly reimburse the Association upon demand for such electricity shall give the Association the right to disconnect the system.
- (l) For the purpose of this policy:

"Electric vehicle charging system" means a system that is designed in compliance with Article 625 of the National Electrical Code and delivers electricity from a source outside an electric vehicle into one or more electric vehicles. An electric vehicle charging system may include several charge points simultaneously connecting several electric vehicles to the system.

THE IMPERIAL PLAZA
Rules for Installation of Electric Vehicle Charging Systems

1. Definitions. As used in these Rules:

“Common elements” include all portions of the The Imperial Plaza project (“Project”) other than the apartments as defined in the “Declaration”).

“Limited common elements” mean certain parts of the common elements that serve only certain apartments

“Apartment Owner” or “Owner” means the person who owns, or the persons owning jointly or in common, an apartment and its appurtenant common interest.

“Board of Directors” or “Board” means the Board of Directors of the Association of Apartment Owners of The Imperial Plaza .

“Electric vehicle charging system” or “system” means a system that is designed in compliance with Article 625 of the National Electrical Code and delivers electricity from a source outside an electric vehicle into one or more electric vehicles. An electric vehicle charging system may include several charge points simultaneously connecting several electric vehicles to the system.

2. Conditions and Prohibitions.

a. No electric vehicle charging system shall be installed on or adjacent to any parking stall without first obtaining the prior written consent of the Board.

b. Only an Apartment Owner may install an electric vehicle charging system at the Project. No tenant or other resident may install an electric vehicle charging system at the Project except with the written permission of the Apartment Owner, and the Apartment Owner must: (i) submit the application form on behalf of the tenant, and (ii) on behalf of the tenant, assume all responsibilities imposed by these rules and the law on an Apartment Owner who installs an electric vehicle charging system.

c. No one may make any cuts into the structure of any building (floors, walls, or ceiling) in connection with the installation of an electric vehicle charging system without the prior written permission of the Board. If a cut is made into the structure of the building, it must be approved by the Board and restored to a condition acceptable to the Board. The Board may require that the Owner provide confirmation from an architect or structural engineer that any cuts in the structure of the building will not adversely affect the building.

d. An Apartment Owner installing an electric vehicle charging system (or authorizing the installation of such a system by the Owner’s tenant) at the Project shall be solely responsible for all the costs and expenses of the work including: design, permitting, construction, and installation (“Work”). At the request of the Board, the Owner shall provide the Board with confirmation that the Owner has sufficient funds to complete the Work.

e. The Owner shall ensure that no mechanic's or materialmen's liens or other encumbrances attach to the Project as a result of the Owner's installation of the electric vehicle charging system.

f. The Owner shall indemnify and hold the Association, the Board, and the Association's members and agents harmless from any claims resulting from the installation of the electric vehicle charging system. Owner shall be required to complete and execute a Modification/Indemnification Agreement for recording.

3. Pre-Installation Procedure. Any Owner proposing to install an electric vehicle charging system must:

a. Submit a fully completed copy of the Application to Install Electric Vehicle Charging System form (see Property Manager) and obtain the written consent of the Board prior to beginning the installation.

b. Hire an electrical engineer licensed in the State of Hawaii to certify that the Project's transformer and electrical system has the capacity to handle the Owner's proposed electric vehicle charging system. Alternatively, the Board may hire an electrical engineer to review the Owner's plans and confirm that they comply with all legal requirements and to determine the capacity of the Association's electrical system and its ability to support the electric vehicle charging system. The cost of the review shall be charged to the Owner.

c. Hire an electrician licensed in the State of Hawaii and with the required insurance (and other licensed and insured contractors, if necessary) to install the electric vehicle charging system and inform the electrician/contractor that the installation must comply with these rules.

d. Confirm that the installation includes a sub-meter to determine the electricity used by the electric vehicle charging system.

e. Obtain a building permit for the installation of the electric vehicle charging system and provide a copy of the building permit to the Property Manager prior to beginning the installation.

f. Comply with all the requirements of the National Electrical Code and all laws and regulations applicable to the electric vehicle charging system and have the Owner's electrician confirm that the electrical system of the Project has sufficient capacity to supply power to the electric vehicle charging system that is to be installed.

f. Confirm in writing that the electric vehicle charging system will fully comply with these rules and all rules and policies of the Association relating to: construction, use of parking by contractors and vendors of Owners, work hours, disposal of trash, daily cleanup, etc.

4. Installation Requirements. After receiving the Board's written approval to proceed, an Owner installing an electric vehicle charging system at the Project must:

a. Install the electric vehicle charging system, including a sub-meter, on the common element area that is as close as possible to the limited common element parking stall assigned for use by the Apartment Owner in a location designated by the Board.

b. Integrate the electric vehicle charging system installation into the architecture and design of building and make the electric vehicle charging system as visually unobtrusive as possible.

c. Paint all exposed surfaces to match the surface on which the electric vehicle charging system is mounted. Thereafter, the Owner shall be responsible for ensuring that the painted surfaces are properly maintained to prevent peeling and cracking of the paint.

- d. Ensure that the exterior interconnecting components are minimized and that any parts of the electric vehicles charging system that must be installed on the exterior pf walls, floors or ceilings are enclosed with material that is similar in color and texture to the building.
- e. Obtain necessary permits and inspections and comply with all procedures and requirements of Hawaiian Electric Company.
- f. Provide the General Manager with a schedule of installation from start to completion. No installation duration shall extend longer than sixty (60) days.
- g. Owner will be responsible for the full cost of the installation of the electric sub meter to the EV charger and all needed wiring. The vendor of the electric sub meter and installation thereof is determined by the Board of Directors. Owner understands that there will be a monthly charge to read the meter and added to the monthly billing.

5. Post-Installation Procedures.

- a) Within fourteen (14) days of obtaining the Board’s written approval of the installation of the electric vehicle charging system, the Owner must provide the Board with a certificate of insurance from a company admitted to do business in the State of Hawaii, naming the Association as an additional insured on the Unit Owner’s insurance policy. The certificate of insurance must show that the policy covers the electric vehicle charging system and their liability insurance limit shall be at least \$300,000.00 per claim.
- b) An Owner must: (1) register the completed electric vehicle charging system installation with the Association within thirty (30) days of its intallation, and (2) provide a written confirmation by the Owner’s electrician that the Work has been completed in accordance with these rules, the National Electrical Code, and all applicable laws and regulations.
- c) The Owner or tenant who uses the electric vechile charging system shall be solely responsible for the cost of electricity used by the system and for ensuring that the submeter is functioning correctly at all times. If the electric charges are not paid by such Owner or tenant, these charges may be assessed against the Owner’s Apartment and collected in the same manner as unpaid assessments for common expenses. Alternatively, the Association may terminate the supply of electrical power to the charging station until all electric charges have been paid in full.

6. Maintenance, Repair, Replacement and Removal.

- a) If an electric vehicle charging system is placed on a common element or limited common element, the Association Owner who installed the electric vehicle charging system and each successive owner of the Apartment shall be responsible for:
 - i. Any costs for damages to: (1) the electric vehicle charging system, (2) the common elements, including the common element electrical system, (3) the limited common elements, or (4) any adjacent parking stalls, arising or resulting from the installation, operation, maintenance, repair, removal or replacement of electric vehicle charging system.
 - ii. Any repair, maintenance, removal or replacement of electric vehicle charging

system (including the sub-meter installed to monitor the cost of electricity for the charging system), until the electric vehicle charging system has been removed from the common elements or the limited common elements.

iii. Removing the electric vehicle charging system at their own expense if reasonably necessary or convenient for the repair, maintenance, or replacement of the common elements or limited common elements.

b) The Board may also require the removal of an electric vehicle charging system at the Owner's own expense that threatens the health or safety of Project residents.

c) The Owner and each successive Owner shall at all times have and maintain a policy of insurance covering the obligations of the Owner under these rules. The policy shall name the Association as an additional insured under the policy, and the Owner shall not less than annually provide the Board with a current certificate of insurance confirming that the policy is in effect. The certificate shall provide that the Association must be notified at least thirty (30) days prior to cancellation of the insurance.

d) The Board may require the removal of the electric vehicle charging system and related wiring at the Owner's own expense when the Owner or tenant who installed the system moves out of the Project, unless a new Owner or tenant requests the retention of the system and assumes all responsibilities for the system under these rules.

d) The Owner or tenant and each successive Owner or tenant acknowledge that the parking stalls on the Project premises are common/limited common elements and that the Association's assignment of a parking stall for use of Owner or tenant is subject to change. As such, the Board may require the removal and/or relocation of an electric vehicle charging system at the Owner's own expense in the event the number, configuration and/or location of the common element parking stalls on the Project premises should change in the future.

THE IMPERIAL PLAZA
Application to Install an Electric Vehicle Charging System (“EVC System”)
(to be completed by Apartment Owner)

Name of Owner (Print): _____

Your apartment number at the Project: _____

Your address (if you do not live in your apartment at the Project): _____

Name, address, and license number of licensed electrical engineer providing EVC System certification (see Rules for Installation of Electric Vehicle Charging Systems (“Rules”) Rule 3.b):

Name, address, and license number of licensed electrician who will be installing the EVC System:

Name, address, and license number of other contractor(s), if any, who will be installing EVC System or related components:

The proposed location for installation of the EVC System: Parking Stall No. _____

Exact position of the EVC System in that location, as well as location of electrical submeter (*attach plan to this form showing the plan and elevation of installation*)

Will installation of your EVC system require (i) making any cuts in the structure of any building (floors, walls, or ceilings) or (ii) any structural modifications to the Project? Yes _____ No _____
(If “Yes”, please provide explanation).

Name, address, and phone number of insurance agent: _____

By signing below, I/we confirm that I/we will comply with the “Rules for Installation of Electric Vehicle Charging Systems and all rules and policies of the Association of Apartment Owners of Centru Center relating to: construction, use of parking by contractor’s and vendors of owners, work hours, disposal of trash, daily cleanup, etc. and ensure that anyone working on my/our behalf also complies with those rules.

(Signature)

(Signature)

(Print Name)

(Print Name)

(Date Signed)

(Date Signed)

The Board of Directors hereby adopts the foregoing House Rules of THE IMPERIAL PLAZA AOA on the August 6, 2020.

The Imperial Plaza AOA

By: _____
Randy King Its President