

**HOUSE RULES OF  
ASSOCIATION OF APARTMENT OWNERS OF  
DIAMOND HEAD SANDS**

**FOREWORD**

1. To ensure the peace, tranquility and well being of the residents of the Diamond Head Sands condominium, certain House Rules and Regulations must be adopted and enforced. The House Rules will serve as guides to consideration for others and to the application of common sense so as to create a friendly, pleasant and congenial atmosphere. These House Rules apply to the owners, occupants and tenants of units in the project and their guests.
2. These House Rules may be amended by the Board of Directors of the Association of Condominium Owners.
3. Authority of administration and enforcement of these House Rules is delegated to the Managing Agent, with the Resident Manager, the on-site authority. All condominium owners, occupants, tenants and their guests shall be bound by these House Rules and by standards of reasonable conduct whether covered by these House Rules or not. Condominium owners will be responsible for their guests' observance of all House Rules. In the event expenses are incurred due to violations of House Rules by guests of licensees, the condominium owner shall be responsible for payment of same. Any dispute in the interpretation of the House Rules should be directed to the Board of Directors.
4. Since the full responsibility for the compliance of the House Rules rests with the condominium owner and as a protective measure, it is strongly recommended that all owners exercise care and consideration in the selection of their tenants.
5. The rules that appear herein were adopted by vote of the elected Board of Directors of Diamond Head Sands. They supersede all previous House Rules. These rules are for the common good of all occupants and owners.

These rules and regulations supplement but do not change the obligations of the condominium owners and all occupants, tenants and their guests as set forth in the Declaration of Horizontal Property Regime (Declaration) and By-Laws of the Association of Condominium Owners (By-Laws) pertaining to Diamond Head Sands. In the event of any inconsistency, the Declaration and By-Laws will prevail.

***NOTE: The Resident Manager is directed to secure a receipt for a copy of these House Rules and Resident's Emergency Information Form before a resident (owner or tenant) occupies an apartment. Complaints and reports of violations should be directed immediately to the Resident Manager for action. PARENTS shall be responsible for acquainting their children with these House Rules and for taking steps as may be necessary to assure that the children conduct themselves in compliance herewith. The owner will be responsible for their tenants' compliance herein.***

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## TERMINOLOGY:

1. **Residents:** All persons living at 3721, 3731, and 3741 Kanaina Avenue - Owners, tenants, lessees.
2. **Non-Resident Owners:** Owners not living at 3721, 3731, and 3741 Kanaina Avenue.
3. **Tenants:** Any person renting or leasing an apartment from an owner, or agent of an owner. All tenants are subject to ALL of these House Rules and the By-Laws and Declarations of the Association.
4. **Guests:** Persons who are located on the premises for a short period of time at the invitation of the resident.
5. **Agents:** Any real estate broker, company or individual who is empowered to act on behalf of any individual Owner.
6. **Association of Apartment Owners:** All of the Owners acting as a group in accordance with the By-Laws and Declaration,.
7. **Board of Directors:** A five (5) member board (elected by the owners) acting on behalf of the Association of Apartment Owners in all matters relating to the operation of the property. The Board has the authority to adopt and amend House Rules.
8. **Managing Agent:** The Management firm whose responsibilities and duties are outlined in the By-Laws of the Association of Apartment Owners.
9. **Resident Manager:** Person or persons authorized to exercise all duties set forth by the Managing Agent, to include **FULL AUTHORITY TO ENFORCE THE HOUSE RULES.**

## GENERAL PROVISIONS:

1. Each apartment resident and owner shall observe and perform by these House Rules and see that all his agents, tenants, family and guests are presented with a copy of these House Rules and observe and perform by these rules. Owners are responsible for any damage to common areas incurred by their tenants.
2. Each apartment owner shall be responsible for providing the Resident Manager with: (1) a Resident's Emergency Information Form containing current information on the resident (owner or tenant); and (2) a receipt signed by the current resident (owner or occupant) for a copy of these House Rules.

3. Resident parents or guardians are responsible for their children's activities on the premises and should ensure that the children are familiar with the House Rules, especially those applying to the common elements (including parking areas and pool).
4. The property is a residential apartment building. All persons, whether they be an owner, tenants, business agent, guest, or tradesman shall not use the premises for any illegal purposes.
5. **NO COMMERCIAL OR BUSINESS ACTIVITIES SHALL BE CONDUCTED IN ANY APARTMENT.**
6. No resident, owner or agent may place any advertisement or poster of any kind, including but not limited to a "For Sale", "For Rent", or "Open House" sign on any portion of the interior or exterior of the building, parking area or grounds without prior approval of the Resident Manager. If permission is granted by the Manager, it will be for a specific purpose and for a specific time only.
7. No soliciting of goods, services, or charitable contributions shall be permitted on the premises.
8. No radio or TV shall be erected or maintained outside the physical confines of an apartment except those so erected by the Association.
9. Any damage to the apartment building, grounds, flooring, walls, trim, finish, tile, carpeting, stairs, or other portion of the condominium will be the full responsibility of the person causing the damage. Any damage caused by cleaning, chemicals, or other such materials used in an attempt to remedy such damage is also the full responsibility of such person, who shall pay the full cost of restitution or removal and/or replacement of said damaged items.
10. **Lock-Outs:** The Resident Manager does NOT have keys to apartments. A locksmith should be called for lockouts.
11. **Moving Hours: 8:00 A.M. to 5:00 P.M. Monday through Saturday. No Sundays or holidays.** Prior arrangements must be made with the Resident Manager.
12. Nothing shall be altered, constructed, or stored in the common elements without prior written approval of the Board.
13. **Hazards:** No activity shall be engaged in and no substance introduced or manufactured within any apartment or the building's common areas which might result in a violation of the law or in the cancellation of the insurance or increase the insurance rate on the building within the project or which may impair the structural integrity of the building or which would structurally change the building.

Unless the Board gives advance written consent in each and every instance, occupants shall not use any illumination other than an electrical light, or use or permit to be brought into the buildings

any flammable oils or fluid such as gasoline, kerosene, naphtha or benzine, or other explosives or other articles deemed extra hazardous to life, limb or property.

14. **Smoke Alarms:** Smoke alarms shall be installed by the owner in every apartment. Maintenance of these alarms are the responsibility of each owner/tenant. Test smoke alarms every six months and replace batteries as needed.
15. **Trash Bins:** Trash bins are located in the parking area of the building. The owner/tenant is responsible to deposit their refuse in the bins. All trash must be in securely tied bags. (Please see additional rules under REFUSE.)
16. **Pets:** PETS ARE PROHIBITED. The following rules apply to those pets properly registered with the Resident Manager prior to July 17, 1986:
  - a. Pet owners must pick up their pet's excretion(s).
  - b. No pet may be left on any lanai except when accompanied by the pet owner.
  - c. All pet owners must have their pet on a leash or carry their pet when taking the pet outside their apartment.
  - d. No pets are allowed in the pool areas.
  - e. Any pet creating a disturbance on the premises is subject to removal.
  - f. Only pets registered with the Resident Manager prior to July 17, 1986 will be permitted on the property.
  - g. A violation of any of these house rule will call for the removal of a pet from the premises.
17. **Key Issuing.**
  - a. One laundry room/pool key has been issued to each owner at no charge by the Resident Manager. Owners are responsible for providing tenants and/or rental agents with the key. Tenants and rental agents will not be issued keys under any circumstances.
  - b. Additional keys may be obtained by owners by paying a \$50.00 deposit to the Resident Manager. This deposit will be returned to the owner only.

**NUISANCE:** No noxious, offensive or annoying activity, noise or nuisance which may transgress the rights, comforts, or convenience of owners and residents shall be created or permitted within the apartments or common elements, including but not limited to the following:

1. No apartment resident shall make or permit to be made any NOISE in the building by himself, his family, tradesman or guest of himself or his family which will annoy or interfere with the rights, comforts and convenience of other apartment residents.
  - a. All remodeling and repairs within the apartment which are likely to cause significant noise must be done between the daytime hours of 8:00 a.m. and 5:00 p.m. ONLY!
  - b. Residents shall exercise extreme care about the use of musical instruments, radios, televisions, and amplifiers that may disturb other residents. All such devices should be muted after 10:00 p.m.
  - c. Particular attention must be paid to maintaining a minimum of noise between 10:00 p.m. and 8:00 a.m., Sundays through Thursdays, and between midnight and 8:00 a.m., Fridays and Saturdays. In particular, this applies to social gatherings, television sets, radios, Hi-Fi and musical instruments.
2. No honking, racing of engines or other loud disturbances in the garage area at any time.
3. Outdoor cooking shall be conducted on lanais so as not to be offensive to any neighbor. Fires other than for outdoor cooking are not permitted.

**REFUSE:**

1. Garbage, rubbish and other trash shall be disposed of only in the trash bins located in the parking area, between 8:00 A.M. and 10:00 P.M.. All trash containing food must be in securely tied bags before depositing into the trash bin. IT IS PROHIBITED TO THROW GARBAGE OR TRASH FROM THE APARTMENT LANAI OR TO LEAVE ANY GARBAGE BAG OUTSIDE THE APARTMENT DOOR.
2. Cardboard boxes, folded cardboard containers, large bottles, Christmas trees or any item must be placed within the confines of the trash bins. Cardboard boxes must be broken down prior to being placed in the bins. Bulky items that do not fit in a 25-gallon trash bag must be removed by the responsible party. Any charges incurred by the Association for removal of any bulky item will be charged back to the owner of the responsible apartment. Do not leave oversized items in the trash area or in the hallways on your floor.
3. Do not put any flammable, explosive, or dangerous materials into the trash chute.
4. DONOT LEAVE ANY REFUSE, INCLUDING CIGARETTE BUTTS, IN ANY COMMON AREA.

## **COMMON AREAS:**

1. The common stairways, walks, and passageways shall not be obstructed or used for purposes other than pedestrian ingress and egress.
2. No one shall be permitted to loiter or engage in any recreational activity, including but not limited to bicycling, skateboarding, roller skating, roller blading, ball playing, in the corridors, lobbies, stairways, parking areas, or other common areas.
3. All fire doors **MUST** remain closed at all times. **THERE SHALL BE NO EXCEPTIONS.**
4. Anyone found tampering with the Fire Fighting Equipment, Fire Alarm, Fire Doors, or the Fire Sprinkler System will be subject to criminal charges and liable for all costs involved in repairs, replacements, or damages caused to the building or personal property.
5. Residents shall not use on the premises, or bring on the premises, any hazardous fluids, such as GASOLINE, kerosene, naphtha, benzene, or other explosives, or articles deemed especially hazardous to persons or property, except for minor quantities necessary for the repair and maintenance of the apartment.
6. Draperies, curtains, shutters and other coverings placed against windows or roll up awnings subject to view from the exterior of the building shall be white in color so as to present a uniform appearance.
7. Name plates, door knockers, signs, signals, or lettering shall not be inscribed, placed or exposed on or at any window, door (including the face of the apartment front door), or parking stall. (Peep holes and door bells on front doors excepted.)
8. Damages to common elements shall be surveyed by the Resident Manager, Managing Agent or Board of Directors and the cost of repair or replacement may be assessed by the Board of Directors against the person or persons responsible, including, but not limited to, against owners or occupants for damages caused directly or indirectly by their tenants or guests.
9. Smoking is **NOT ALLOWED** in lobbies, or hallways. Please be sure all cigarette butts are disposed of properly before entering the lobbies or hallways.
10. Wearing of golf shoes, other cleated shoes, roller blades or inline skates in any carpeted or tiled common area is prohibited.
11. No shoes, slippers or footwear of any type shall be left in the hallway or outside any door at any time.

12. No items of personal property, including but not limited to baby carriages, velocipedes, bicycles or surfboards, shall be left or allowed to stand in any common area. Articles of any kind left in the common areas or common elements will be removed at the owner's risk and expense, at the direction of the Board.
13. Bicycles are to be parked in racks provided for in the garage area only. Any bicycle left in any of the project's bicycle racks for a period of thirty or more consecutive days, or in obvious disrepair, or which otherwise appears abandoned, may be tagged by the Resident Manager. Any bicycle which has not be moved within two weeks of being tagged shall be subject to being placed in temporary storage by the Resident Manager. Any bicycle which is not claimed within thirty days of being placed in temporary storage may be turned over to the Police Department for disposal.
14. Laundry rooms are to be locked at all times. Hours of use are 8:00 A.M. to 9:00 P.M.

#### **LANAIS AND EXTERIORS:**

1. Drop down awnings are permitted provided that they are clean and presentable. Only approved awnings of white canvas are acceptable on lanais.
2. No textile items, including clothing, shall be hung from the windows or from any of the facades of the project or on lanais or on or from lanai railings for any purpose whatsoever. Clothing or laundry shall not be hung in doorways or windows or in any manner so as to be visible from the exterior.
3. No garbage cans, household supplies, or excess items shall be places where they can be seen from the exterior, except as the Board may prescribe.
4. Only furniture and potted plants appropriate to lanais and outdoors may be used on lanais. **NO OTHER ITEMS MAY BE KEPT OR STORED ON LANAIS.** The Resident Manager shall strictly enforce this rule.
5. Nothing shall be thrown off the lanai or out from any window.
6. Sitting on or hanging over lanai railings is not permitted.
7. Cigarettes shall not be extinguished or thrown in parking areas, corridors, stairways, sidewalks, grounds or other common areas, nor shall cigarettes or other items be thrown from any window or lanai of an apartment.
8. The exterior wall of the lanai and railing must remain painted in the same color as the exterior of the building.

9. The feeding of birds from the lanais is strictly forbidden.
10. Holiday decorations may be displayed on lanais from December 1 through the first week of January.
11. There shall be NO shooting or use of fireworks of any type at any time in, from or around any lanai, common or limited common area.
12. All efforts will be made to prevent over watering of plants or cleaning of lanai that would cause water to flow from lanai.
13. Dusting of rugs and other textiles from the windows, and beating of any textiles on the exterior part of the project, is prohibited.
14. Installation of any wiring, including but not limited to wiring for electrical, telephone, television antennae, machines or air conditioning units, on the exterior of the project or through the walls or the roof of the project is prohibited.
15. Specific requirements for lanai enclosures may be found on Exhibit "A" attached to these House Rules and incorporated herein by reference.

#### **SWIMMING POOL AND SUNDECK:**

1. Swimming is permitted during the hours of 7:00 a.m. to 9:00 p.m. daily.
2. The pool gates shall be locked at all times.
3. Pool furniture shall be kept in the pool deck area at all times.
4. Residents and their guests may use the swimming pool at their own risk.
5. Children under the age of 14 years are not permitted in the pool or the pool area unless accompanied by a responsible person who is 18 years of age or older. Parents or guardians are completely responsible for their children or wards and should not permit them to enter the pool area, regardless of age, if they are not competent swimmers.
6. Swimming is not allowed in other than proper swimming apparel. Hairpins, bobby pins, and hair rollers, etc., can clog and mar the pool and must be removed before swimming.
7. All suntan lotion, ointment and sand must be removed from one's body and attire before entering the pool. Anyone entering the pool must shower with soap before entering the pool.



8. After using the swimming pool, bathers must dry themselves thoroughly before entering the lobby. It is strictly forbidden to drip water in the lobbies and hallways.
9. Running, pushing, or shoving of anyone around the pool area is not allowed. Jumping into the pool from any part of the walls or railings surrounding the pool is prohibited.
10. Boisterous and loud conduct in the pool area, or loud playing of radios, is not permitted.
11. Towels, mats, caps, trash and other personal belongings shall be removed from the pool area when the resident leaves.
12. No Resident or Guest shall interfere in any manner with any portion of the swimming pool, or lighting apparatus, or electrical and plumbing devices in or about the enclosed pool area.
13. The lifesaving and cleaning equipment is strictly for those purposes and shall not be used as play items by anyone in the pool or on the sundeck area.
14. All persons afflicted with any disease commonly accepted by the medical community as communicable through casual contact shall be excluded from bathing in the swimming pool.
15. Spitting, spouting of water, blowing the nose and urinating in the swimming pool is strictly forbidden.
16. No glassware or glass article of any type will be permitted in the swimming pool area.
17. Anyone asked to leave the pool area by the Resident Manager for violation of any of these rules shall leave immediately.

#### **PARKING:**

1. Apartment residents must park their cars only in the parking stall or stalls assigned to them. Any car parked in a stall assigned to another resident or in an unauthorized area may be removed at the car owner's expense.
2. DOUBLE PARKING or parking outside a marked stall is not permitted. An unattended car shall be deemed to be "parked illegally" and subject to being towed away.
3. Residents or guests must not allow their cars to protrude beyond parking stalls or block any entrance or exit driveway, or any area that is not marked as a stall.

4. There is NO guest parking on the property. Any violators shall be towed at owner's expense. Residents must make their own arrangements to accommodate the above. The Resident Manager is not authorized to lend you a parking stall.
5. Parking areas may not be used for any recreational activity, including but not limited to bicycle riding, ball playing, skateboard riding, roller skating, and roller blading.
6. No personal property, including but not limited to boats, trailers, lumber, crates, and furniture, shall be stored within the assigned stall or parking area. Motorcycles may be parked in the Resident's assigned stall at the Resident's risk. Bicycles may be secured to the bicycle rack provided in the parking areas. (Please see additional rules concerning bicycles under COMMON AREAS.)
7. In the event that a Resident fails to remove any item from his or her respective parking stall after having been advised in writing to remove the item, the Resident Manager will have the item removed at the expense of the OWNER of the stall. The OWNER shall reimburse the Association of Apartment Owners for all costs involved with the removal.
8. No repairs to vehicles shall be permitted on the premises. No undue racing of engines or tire-squealing accelerations shall be permitted. No painting of vehicles shall be permitted. Washing and polishing of vehicles must be accomplished in resident's parking stall and not in any common area.
9. RESIDENTS ARE RESPONSIBLE FOR THE CLEANLINESS OF THEIR RESPECTIVE STALLS, INCLUDING THE REMOVAL OF ANY GREASE BUILD-UP. This is NOT the responsibility of the Resident Manager or Association. Should the Association find it necessary to have the stall cleaned, the owner will be charged for this work.
10. All automobile license numbers MUST BE REGISTERED with the Resident Manager as part of the Resident's Emergency Information Form.
11. Parking in the entry or exit driveway is prohibited. For safety the speed limit in the parking areas is 5 MPH.
12. Speeding and driving against the direction of the arrow are prohibited within the project.

## **PROJECT MAINTENANCE.**

1. Maintenance personnel and the Resident Manager shall NOT do work within any apartment unless in an emergency endangering other apartments or the common areas, or when it is necessary to access a common element for Association purposes. During the prescribed hours of work they shall in no case be diverted to the private business or employment of any owner, occupant or guest.
2. No employees hired or contracted by the Board shall be asked to leave the building premises or any reason, including but not limited to any private business of a Resident.
3. Cleaning of individually-owned apartments, including lanais and all windows, is the responsibility of the respective apartment occupant(s).
4. Maintenance personnel will use every effort to police the grounds effectively. Nonetheless, these employees are not available on a 24-hour basis, and much of their time must be devoted to weeding, pruning, watering, etc. Accordingly, every occupant is to do his or her part and influence all members of his or her household to do their part towards abating unsightliness within the project to the fullest practicable extent.

## **VIOLATIONS:**

1. Responsibility for enforcement. All violations of these House Rules should be reported promptly to the Resident Manager, the Managing Agent, or the Board of Directors. The Resident Manager and/or the Managing Agent is empowered to enforce these House Rules. Violations will result in corrective action to be taken by the Board of Directors.
2. Warnings. Prior to the issuance of a written notice of violation, a verbal warning may be given to the offender. A verbal warning will not be given for any violation which constitutes a threat to the personal safety of others, which involves substantial damage or potential damage to the common elements, or which involves the commission of any illegal act.
3. Written Notification. A written notice of violation shall be issued to residents who commit or are responsible for the commission of violations of these House Rules. Apartment owners and their rental agents, duly registered with the Resident Manager, shall be sent copies of all written notices of violations issued to their tenants, provided current addresses of such owners and agents have been provided to the Resident Manager.
4. Damages. Damages to the common elements or common areas shall be surveyed by the Resident manager, the Board, or the Managing Agent at the director of the Board, and the cost of repair or replacement and any legal fees incurred may be assessed by the Board against the person or persons responsible.

5. **Fines.** There shall be a fine of seventy-five dollars (\$75.00) per violation of any House Rule. Violations which require corrective action shall be subject to additional fines of seventy-five dollars (\$75.00) if not corrected in a timely manner. All fines shall be charged to the owner's account.
6. **Repeat Offender.** If, after receipt of one written notice of violation, a resident repeats the same offense at any time within one (1) year of the such prior offense, the resident shall be fined for each recurrence of such violation. The amount of the fine may not exceed \$150.00 per each separate violation.
7. **Appeal.** Any owner or resident who wishes to appeal a citation and/or an assessment of fines may state his case, in writing, to the Board of Directors for consideration.
8. **Attorney's Fees and Expenses of Enforcement.** All costs and expenses, including reasonable attorney's fees, incurred by or on behalf of the Association for enforcing any provision of these House Rules against any owner, occupant, tenant, guest, employee of an owner, or any other person who may in any manner use the property shall be promptly paid on demand to the Association by such person or persons.
9. **Other Legal Remedies Reserved.** The Board of Directors reserve the right to exercise any and all other available legal remedy for any violation of these House Rules, and all costs thereof, including attorney's fees, shall be borne by the offending apartment owner and/or resident.
10. **Application of Payments.** All monies received by the Managing Agent shall be applied in the following order:
  1. Legal Fees and costs owing
  2. Fines and damages owing due to any House Rule violation.
  3. Late Fees owing
  4. Maintenance Fees.

NOTE: Maintenance Fees are due on the first of each month. Late fees are assessed on the 15<sup>th</sup> of each month. Legal fees incurred to collect delinquent accounts are the responsibility of the owner.

**OTHER:**

1. The foregoing House Rules have been approved and adopted by the Board of Directors. In case of a dispute over the meaning or intent of any term contained herein, the decision of the Board of Directors shall be determinative.

2. Authority for the administration and enforcement of these House Rules rests in the Managing Agent. The Resident Manager is the on-site authority.
3. The Board of Directors reserves the right to modify and/or amend from time to time these House Rules as may be deemed necessary for the safety, care, cleanliness of the premises and for securing the comfort and convenience of all the residents of Diamond Head Sands. The Board's posted rules shall be considered extensions of these House Rules.
4. Exemptions for Handicapped Residents. Notwithstanding anything to the contrary contained herein, handicapped residents shall be allowed reasonable exemptions from these House Rules, when necessary to enable them to use and enjoy their apartment and/or common elements, provided that any handicapped resident desiring such an exemption shall so request, in writing. That request shall set forth, with specificity and in detail, the nature of the request and the reason that the requesting party needs to be granted such an exemption. The Board of Directors shall not unreasonably withhold or delay its consent to such request, and any such request shall be deemed to be granted if not denied in writing, within forty-five (45) days of the Board's receipt thereof or of any additional information reasonably required by the Board in order to consider such a request, whichever shall last occur.

**SPECIAL NOTE:**

The Resident Manager's office hours are:

Monday, Tuesday, Thursday & Friday . . . 8:00 A.M. 12 NOON, 1:30 P.M. to 5:00 P.M.

Wednesday & Saturday (half-days) . . . . . 8:00 A.M. to 12 NOON

Sunday . . . . . CLOSED

The Resident Manager will be on call for emergencies during off hours. For immediately assistance by police, fire or ambulance, call 911.

In an emergency or in the event a major House Rule is not being complied with, notify the Resident Manager at any time.

**EXHIBIT "A"**  
**to**  
**Diamond Head Sands Rules and Regulations**

**REQUIREMENTS FOR APARTMENT MODIFICATION AND LANAI ENCLOSURES**

Prior to the start of construction of any apartment modifications and lanai enclosures, all owners of the apartment requesting the modification must comply with the requirements stated below:

1. The following items must be provided by the owner(s) to the Board of Directors for its approval:
  - a. Detailed plans and specifications, including architect or engineer stamped drawings.
  - b. A certificate of a registered professional architect or engineer stating that the above-mentioned plans, specifications, and drawings fully and accurately depict the apartment modifications and lanai enclosure as approved by the officer of the City and County of Honolulu having jurisdiction over the issuance of building permits.
  - c. A certificate stamped by the same architect or engineer who stamped the drawings approved by the Board of Directors certifying the apartment modification and lanai enclosure has been installed as shown on drawings approved by the Board of Directors.
  - d. The owner must obtain written approval from the Board of Directors for the apartment modifications and lanai enclosure.
  - e. Provide additional written materials requested by the Board of Directors.
2. The owner must execute and provide to the Board of Director a recordable indemnification agreement in a form specified by the Board of Directors (all costs incurred for preparation of the agreement, review, recordation, etc. will be paid by the owner of the apartment requesting the apartment modifications and lanai enclosure) in the agreement the owner will agree to:
  - a. Assume responsibility for the apartment modification and lanai enclosure, including its maintenance and repair.
  - b. Assume responsibility for any damage or injury caused by the construction, presence, or removal of the apartment modifications and lanai enclosure.
  - c. Release and indemnify the Association from any responsibility for the apartment modifications and lanai enclosure.

- d. Such further terms and conditions as the Board of Directors may require to protect the Association, its owners, the Board of Directors and the property.
3. The owner must agree in writing, to pay or reimburse to the Board the cost of:
- a. Obtaining and providing to the Board of Directors the plans, specifications, and detailed drawings mentioned above.
  - b. Obtain and providing to the Board of Directors the certificates of a registered professional architect or engineer mentioned above.
  - c. Preparation and recordation by the Association's legal counsel, promptly upon completion of the apartment modifications and lanai enclosure, or an amendment to the Declaration and the Condominium Map, which accurately describes and depicts the project as changed by the installation.
  - d. Recordation by the Association's legal counsel, promptly upon completion of the apartment modifications and lanai enclosures, of the above-mentioned professional architect's or engineer's certificates.
  - e. Recordation by the Association's legal counsel of the indemnification agreement.
  - f. Any other costs incurred by the Board incidental to the process of complying with the requirements of the Association's Declaration of Horizontal Property Regime and By-Laws, House Rules regarding additions to the project, and all applicable laws.

I (we), the undersigned have read and fully understand the above requirements for the approval of the apartment modifications and lanai enclosure at the Diamond Head Sands Condominium. I (we) agree to comply with these requirements.

Dated: \_\_\_\_\_  
Signature\_\_\_\_\_

Apartment # \_\_\_\_\_ Print Full Legal Name:\_\_\_\_\_

Dated: \_\_\_\_\_  
Signature\_\_\_\_\_

Apartment # \_\_\_\_\_ Print Full Legal Name:\_\_\_\_\_