

HOLOMUA
PROJECT RULES
(Revised, effective October 14, 2014)

These Project Rules for Holomua (these "Rules") contain background information that should make your daily living at Holomua (the "Project") more meaningful and enjoyable. It must be realized that condominium living requires each person using the Project to have appropriate respect for the needs and rights of others living and working in the Project. The primary purposes of these Rules are to protect all Owners and Occupants of the Project from annoyance and nuisance caused by improper use of the Project, including the Units, to promote harmonious living and maximum enjoyment of the Project, enhance the safety and security of the Project, and to protect the reputation and desirability of the Project.

The Board of Directors shall have the authority and responsibility to enforce these Rules, but may delegate that authority and responsibility to the Managing Agent and/or the Manager. All Owners, Occupants, and Guests shall be bound by these Rules and by standards of reasonable conduct, whether covered by these Rules or not; provided. Neither the Board, the Managing Agent nor the Manager shall be responsible for any noncompliance with or violation of these Rules by Owners, Occupants, or Guests.

These Rules supplement, but do not change, the obligations of Owners, Occupants, Guests, and other persons using the Project as set forth in the Declaration of Condominium Property Regime of Holomua, as amended from time to time (the "Declaration") and the Bylaws of the Association of Unit Owners of Holomua, as amended from time to time (the "Bylaws"). Subject to the ability of the definitions contained in these Rules to differ from the definitions contained in the Declaration and Bylaws, in the event of any conflict or inconsistency between these Rules and the Declaration and the Bylaws, the Declaration and Bylaws will govern and the Board shall make such changes to these Rules from time to time to comply as may be necessary to conform to the Declaration and the Bylaws, and any amendments thereto, and/or as may be required by law. These Rules, and use of the Project, shall also be subject in all respects to any other covenants, conditions and restrictions affecting the title to the Project and the land underlying the Project.

Subject to limitations set forth herein or in the Declaration or the Bylaws, both the Board of Directors and the Association have the authority to make such other rules and regulations or to amend these Rules from time to time as the Board and the Association deem necessary or desirable.

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A. DEFINITIONS

The terms defined in this Section A, when written with initial capital letters in these Rules, shall have the meaning given such terms in this Section A.

1. "Alteration" means any repair, alteration, modification, reconstruction, restoration, Improvement, addition or replacement.
2. "Association" means the Association of Unit Owners of Holomua.
3. "Board" means the board of directors of the Association.
4. "Common Areas" has the same meaning as "Common Elements" designated in the Declaration, and shall include, but not be limited to, all walkways, driveways, passageways, hallways and parking areas.
5. "Common Assessments" means the mandatory maintenance fees and other amounts to be assessed by the Association against the Owners for the payment of the Common Expenses allocable to the Owners' Units in such manner as set forth in the Declaration and the Bylaws.
6. "Common Expenses" are defined in the Declaration.
7. "Developer" means KRC PARTNERS LLC, a Hawaii limited liability company, its successors and assigns.
8. "Guest" means a person who resides other than at the Project and visits the Project for any period of time at the invitation or request of an Owner or Occupant, and includes persons who are defined as "Invitees" under the Declaration.
9. "Limited Common Elements" shall mean (a) those parts of the Project that are defined as such in the Declaration, and (b) any Common Elements later designated as Limited Common Elements as expressly permitted by the Declaration.
10. "Manager" as used herein shall mean and include the person, if any, retained by or on behalf of the Board to manage the day-to-day operations of the Project, which person may be a resident, site or general manager.
11. "Managing Agent" means and includes the responsible professional corporate managing agent appointed by the Board of Directors, which shall manage and operate the Project.
12. "Occupant" means and includes an Owner, occupant, tenant, lessee, resident, and any other person who occupies or otherwise uses a Unit or any other part of the Project.
13. "Owner" means the owner or owners of record, as defined in the Declaration, of a Unit.
14. "Person" (whether or not with initial letter capitalized) means and includes an individual and not a legal or governmental entity.
15. "Project" means and includes the Holomua condominium project located at 1315 Kalakaua Avenue, Honolulu, Hawaii, and shall include all of the Units, Common Areas and Limited Common Elements located within the Project.
16. "Unit" means a condominium unit in the Project. Capitalized terms used in these Rules that are not defined in these Rules shall have the meanings given to them in the Declaration.

B. GENERAL PROVISIONS

1. Each Owner must pay their respective Common Assessments, special assessments and other charges when due. The Association will make available for inspection by Owners upon request and making of an appointment during regular business hours a schedule of the current Common Expenses and assessments for Common Assessments. The Owner's obligation to pay Common Assessments for his or her Unit commences on the day the Owner becomes the owner of the Unit. Common Assessments are payable by the Owner in advance on the first day of each and every month.

2. Occupants and Guests must observe, perform and abide by these Rules, the Declaration and the Bylaws, as well as all other restrictions, covenants, conditions, and provisions affecting the Project, and any agreements, decisions and determinations duly made by or on behalf of the Association. Occupants shall abide by all applicable laws, ordinances, rules and regulations now or hereafter made by any governmental authority and shall not use their Units or permit any part of the Project to be used for any purpose that violates any such laws, ordinances, rules or regulations.

3. Occupants and Guests shall conduct themselves in a manner of good neighborliness and a spirit of good will and shall make reasonable efforts to live in harmony at the Project and be agreeable to other Occupants. Occupants are also expected and required to cooperate with the Manager, the Managing Agent and all management staff in their efforts to maintain a pleasant and harmonious environment at the Project.

4. Each Occupant will at all times keep his or her Unit (including the lanai) in a strictly clean and sanitary condition.

C. OCCUPANCY OF UNITS

1. Number of Occupants. Unless such occupancy restrictions are prohibited by applicable law, occupancy is limited to no more than two persons per bedroom in each Unit, not including children under the age of five years, but in no event shall the number of occupants per bedroom exceed three, including children under the age of five years.

2. Unoccupied Unit. An Owner shall be responsible for designating an agent who lives in the City and County of Honolulu to represent the Owner's interest if the Owner's Unit will be unoccupied for more than 30 consecutive days or if the Owner will be off the Island of Oahu for more than 30 consecutive days. Prior to the 30th consecutive day of vacancy or absence, the Owner shall file a written document (or complete such form as may be established by the Board) with the Manager or the Managing Agent setting forth the name, address and telephone number of the Owner's agent, as well as the Owner's out-of-town address and telephone number. At the Owner's expense, the Owner shall have his or her agent or some other designated person conduct periodic inspections of not less than one inspection every two weeks of the unoccupied Unit, with the agent assuming responsibility for the contents of the Unit. If the Owner fails to file such information (or complete such form as may be established by the Board) with the Manager or the Managing Agent, the Manager or the Managing Agent shall be authorized to take whatever action that may be reasonably necessary to address any emergencies relating to the Owner's Unit.

3. Use By Non-Owners and Guests. Owners who permit occupancy of their Units by others shall provide a copy of these Rules to all Occupants and Guests of the Units. Each Owner shall be responsible at all times for the conduct (actions or omissions) of all Occupants of his or her Unit, their Guests and other Invitees. Occupants shall ensure that their Guests' and Invitees' behavior does not unreasonably interfere with the quiet enjoyment of any other portion of the Project by any Occupant or Guest, nor presents a risk to the safety of other Occupants and/or Guests or an unreasonable risk of damage to the property of other Owners, Occupants and/or the Association.

4. Abatement of Violations. Each Owner shall be responsible for ensuring that all other Occupants of the Owner's Unit and all Guests and Invitees of the Owner and other Occupants comply with the intent and meaning of these Rules. If any such person creates or causes any situation or condition, or places or installs any structure or thing, that violates the intent or meaning of these Rules, the Owner of that Unit, upon request of the Board, the Manager or the Managing Agent, shall immediately abate and remove, at the Owner's expense, any structure, thing or condition that may exist with regard to the occupancy of a Unit by the Occupants or Guests contrary to the intent or meaning of these Rules. If the Owner is unable to control the conduct of the Occupants or Guests, the Owner shall, upon request of the Board, the Manager or the Managing Agent, immediately remove such Occupants or Guests from the Project, without compensation for lost rentals or any other damage resulting from such removal. In the event expenses are incurred by or on behalf of the Association as a result of a violation of these Rules by Occupants or Guests, then the Owner shall be responsible for the payment of such expenses.

5. Security. Occupants and their Guests who entrust the key to a Unit, a vehicle parked or operated anywhere at the Project or other item of personal property to the Manager or to an employee of the Association or the Managing Agent, do so at the sole risk of such Occupant and Guest and neither the Board, the Association, the Manager nor the Managing Agent shall be liable for any resulting injury, loss or damage of any nature whatsoever. The Board, Managing Agent and/or Manager shall have the right to determine the times and procedures for operation of all security gates and doors located throughout the common elements of the Project.

6. Emergencies. If the immediate services of the police department, the fire department, an ambulance or doctor are required, the desired agency or person should be called directly. Any emergency, particularly such emergencies as flooding, fire, theft, etc., should also be brought to the attention of the Manager and the Managing Agent as soon as possible.

7. Notice of Moving. Advance written notice must be given to the Manager or the Managing Agent when large household goods or items of furniture are to be moved in or out of the Project so that the elevators can be protected by pads and proper scheduling of their use can be made.

8. Procedures for Moving. With regard to moving of large items or a move-in or move-out of the Project, each Occupant shall:

- a) Make an appointment with the Manager or the Managing Agent at least two days prior to the move so that the move can be coordinated with other activities within the appropriate building and so that an elevator and vehicle loading/unloading space can be reserved;
- b) Only use the elevator designated by the Manager or the Managing Agent;
- c) Accomplish all moves between the hours of 8:00 a.m. to 5:00 p.m. on Monday through Friday, and 8:00 a.m. to 12:00 p.m. on Saturday.
- d) Remain responsible for any and all damage done to the Common Areas during a move; and
- e) Establish a pre-move inspection with the mover and the Managing Agent before any large items are off-loaded and a post-move inspection prior to the mover leaving the Project.

9. Use of Units. Use of the Units shall be limited to those purposes permitted under the Declaration and/or Bylaws; as such use may be further restricted by applicable laws.

10. Records.

- a) Each Owner and every other Occupant of a Unit shall promptly advise as to their name, address and telephone number in writing with the Board or the Managing Agent upon purchasing or taking occupancy of a Unit. The list of Owners shall be maintained at a place designated by the Board and a copy shall be available at cost to any Owner who furnishes to the Managing Agent, the Manager or the Board of Directors an affidavit stating that the list will be used by the Owner personally and only for the purpose of soliciting votes or proxies or providing information to other Owners with respect to Association matters and that the list will not be used or furnished to any other person for any other purpose.
- b) Each Owner (or Owner's agent) shall also promptly advise in writing (or complete such applicable form as may be established by the Board) the Board, the Manager or the Managing Agent an accurate and up-to-date list of all persons occupying the Owner's Unit and the anticipated duration of their stay.
- c) Each Owner shall, within 10 days after a request for such documentation, file with the Board, the Manager or the Managing Agent, on behalf of the Board, a true and complete copy, as Recorded (if applicable), of each Deed, lease, mortgage, agreement of sale, assignment or other instrument whereby such Owner acquires, encumbers or disposes of an interest in a Unit.
- d) Owners and other Occupants shall also furnish (or complete such applicable forms as may be established by the Board) to the Board, the Manager or the Managing Agent with such other reasonable information as shall be requested from time to time.

11. Lease/Rental of Units. No Unit (or portion thereof) may be leased or rented for an initial term of less than 30 consecutive days (or such longer period as may be required by ordinance or law to avoid classification of any Unit as a "transient vacation unit" or similar designation). Any lease or rental agreement must be in writing, must not be in conflict with any of the provisions stated herein, must be subject to the requirements of the Project Documents, and must provide that the failure of the lessee or tenant to comply with the terms of the Project Documents shall be a default under the lease or rental agreement. **Anything in these Rules (including this Section C.11) to the contrary notwithstanding, no Unit restricted with the HHFDC Buy-Back Restriction or the HHFDC Shared Appreciation Equity Program shall be leased or rented.**

D. UNITS AND LANAIS

1. Window Coverings. All Units shall have window drapes, shutters, venetian blinds and/or louvered blinds of white or light beige in color as seen from the Project building's exterior. "Mid-tone" wood shutters are also permitted. Window coverings of other colors are allowed if there is a white or beige backing or coloring that is seen from the exterior and if approved in writing by the Board. The cost of such installation shall be at the sole expense of the Unit Owner. No glass tinting, window guards, awnings, shades, jalousies, windbreaks or any other device that is visible from the exterior of a Unit and that differs from what existed when the Unit was originally conveyed by Developer shall be installed or erected without the prior written approval of the Board and must also comply with the Declaration and the Bylaws. The Board may establish in writing and require a uniform standard for window coverings for all Units. Unit Owners shall be responsible for correcting any damage or peeling to the tinting on their Unit windows.

- a) Owners may tint the interior surface of the windows in their Units at their own expense with the prior written approval of the Board, provided:

- (i) The Unit windows are tinted using a tinting film with an exterior reflectivity of between 29% - 37% and of a neutral or gray color.
- (ii) The Owner contracts with a manufacturer-approved installer for the installation of the tinting.
- (iii) The Owner follows all requirements as set forth in Section L. of the House Rules.
- (iv) The Installer installs the tinting in accordance with the manufacturer's instruction and specifications.
- (v) The owner agrees to maintain the windows with the tinting as recommended by the installer and the manufacturer.

No other tinting or other alteration of the interior surface of the Unit windows is permitted without the prior written approval of the Board as required by the Declaration.

2. Sound Attenuation. In any multi-family building, sound may be audible between Units, particularly where the sound level of the source is sufficiently high and the background noise in a nearby Unit is very low. Each Occupant shall endeavor to minimize any noise transmission from the Occupant's Unit. To minimize the noise transmission from a Unit, all Units (other than those owned by Declarant) shall adhere to the following minimum requirements:

- (a) No holes or other penetrations more than two inches deep shall be made in any Common Element or Limited Common Element wall without obtaining the prior written permission of the Board. No penetrations greater than two inches shall be made in the ceiling or floor of any Unit.
- (b) No modifications shall be made to any Unit that would result in a reduction in the minimum impact insulation class of the Unit.
- (c) The following shall apply to all upper level Units (i.e., all Units above the first level):
 - (i) Pianos shall have at least ½ inch neoprene pads under the supports to minimize vibration transmission into the structure.
 - (ii) All furniture shall contain rubber castors or felt pads.
 - (iii) No tile, hardwood, or other hard surface floor covering shall be installed or replaced in any part of a Unit without the prior written approval of the Board. The Board shall, as a condition to approving any request to install tile, hardwood, or other hard surface floor covering in a Unit, require the Owner to provide evidence satisfactory to the Board that that the noise impact of such floor coverings on lower Units is acceptable (as determined by the Board).
 - (vi) Notwithstanding any Owner's compliance with the requirements of the Board or these Rules, if, following installation of any such hard surface floor, the Owner of the Unit located beneath such installation lodges a reasonable and verifiable complaint with the Board concerning the sound impact of such flooring on the complaining Owner's Unit, then the Owner installing such hard surface flooring shall, upon notice from the Board, cover at least seventy percent (70%) of the hard surface flooring within

such Owner's Unit with carpeting or rugs in order to mitigate the impact to the complaining Owner.

It is understood that these are minimum requirements. If the Board determines that, even with these minimum requirements in place, the noise transmitting from one Unit to another creates an unreasonable disturbance, the Board can require the Owner of the noise-transmitting Unit to take further steps to reduce the noise emanating from the Owner's Unit. If an Owner notified by the Board fails to comply with the Board's requirement(s) within 30 days after receipt of that notice, then that shall constitute a violation of the Declaration and shall subject the violating Owner to all remedies provided by the Declaration, the Bylaws, these Rules and/or applicable law, including, but not limited to, complete and total removal and replacement of the floor material at the sole expense of the violating Owner.

3. Lanais. Without limiting the generality of any provision of the Declaration, the Bylaws or these Rules, the following provisions shall apply to lanais:

- (a) Use and Furnishing of Lanais. Lanais shall be used only as outdoor *living* areas containing only appropriate patio furniture specifically designed, manufactured and marketed for outdoor use and small potted plants. Any items in violation of these restrictions, including dead, dying, untrimmed plants shall be removed from a lanai at the request of the Manager or the Board. Small trees or plants over five feet high, as well as plants which may shed *leaves* outside of the lanai or encourage nesting of birds are not permitted. All plants shall be placed in containers so as to prevent the dripping of water or soil onto the ground and no excessive watering shall be allowed. No portion of any plant may be placed on or protrude beyond any lanai railing and/or be attached thereto.
- (b) Awnings/Trellises. Except with respect to "coverings" (defined below), if any, installed by or on behalf of the Developer, no awnings, trellises, shades, blinds, screens, louvers, enclosures, coverings, жалousies or other devices ("coverings"), or exhaust *vents*, wind baffles, or drains shall be erected or placed on the lanais.
- (c) Decorating. Lanais shall not be painted or otherwise decorated without prior written approval by the Board. To regulate and maintain the uniform appearance of the lanais, the Board is authorized to contract for the painting and repair of all of the lanais and to make payment out of the maintenance fund, subject to direct charges against Owners for negligence, misuse or neglect causing damage to any lanai.
- (d) No Storage. Lanais shall not be used for storage of items not part of the decorations or landscaping of the lanai. For example, storage containers, sheds, racks, lockers, cabinets, towels, boxes, furniture, bathing apparel, swimming, snorkeling, surf, body or paddle boards, recreational equipment, clothing, bicycles and other such objects shall not be placed anywhere on the lanais.
- (e) No Discarded Objects. The throwing of cigarettes, matches or any other objects from lanais or the use of any type of fireworks, including sparklers, anywhere within the lanais (or within the buildings or on the grounds of the Project) is expressly prohibited.
- (f) Birds. Birds shall not be fed on lanais, nor shall any structure or plants be

placed or left on lanais which might encourage the nesting of birds.

4. Electrical Equipment. All radio, television or other telecommunications equipment covered under the Over the Air Reception Device Rules adopted by the Federal Communications Commission shall only be installed in accordance with the Antenna Installation Policy attached to these Rules. All other electrical equipment of any kind or nature installed or used in each Unit shall fully comply with all rules, regulations, requirements or recommendations of the public authorities having jurisdiction and the Owner shall be liable for any damage or injury caused by any radio, television or other electrical equipment in such Owner's Unit.

5. Water Facilities/Sewer Lines. Toilets, sinks and other water or sewer facilities in the Project shall not be used for any purpose other than those for which they were designed. Sweepings, rubbish, rags, sanitary napkins, tampons, paper towels, dental floss and other materials that may clog sewer lines shall not be thrown into or flushed down such facilities. If such items are found in such facilities, the cost to clean such facilities will be charged to the Owner of the Unit in which such facilities are located. Any damage resulting from misuse of any toilets, sinks or other water facilities in a Unit shall be repaired by or at the expense of the Owner of such Unit at his or her sole expense. No person shall discharge into the Project's sewer system storm drain any toxic or noxious matter in such concentrations as to be detrimental to or endanger the public health, safety or welfare, violate any law, subject any Owner to liability under state or federal law for any clean-up, or cause injury or damage to any portion of the Project or any property outside the Project

6. Water Beds. There shall be no water beds of any nature allowed in any Unit or otherwise in the Project.

7. Prohibited Activities. Nothing shall be allowed, done or kept in any Unit or on the Common Areas that might overload or impair the floors, walls, roofs or structural integrity of a building, that might result in a criminal or civil violation of the law or that may result in the increase in the ordinary premium rates or the cancellation or invalidation of any insurance maintained by or for the Association. Prohibited substances include, but are not limited to, gasoline, kerosene, naphthalene or other combustibles of like nature, gunpowder, fireworks or other explosives.

8. Exterior Appearance. No Occupant of a Unit shall, without the prior written consent of the Board, place or permit the placement of any attachment, hanging, projection, or protrusion of any object, garments, or materials of any kind from the roof, lanais, exterior walls, windows, or doors of the Units, or place or permit the placement of any other matter or decoration within or outside the Unit, which shall be visible from the exterior of the Unit. No Owner of a Unit shall change or alter any of the exterior glass windows, in any way, or change the exterior appearance of the Project in any manner, without the prior written consent of the Board.

E. COMMON AREAS

1. Aesthetics. No Occupant shall permit any condition which violates the uniform exterior appearance of the Project (or any portion thereof) to be maintained in open view from the Unit occupied by such Occupant or from the Limited Common Elements appurtenant to such Unit or from any adjoining Common Area of the Project. No garments, rugs or other objects shall be hung from any windows, lanais or facades of any Unit. Violations of this provision include, but are not limited to, the following: litter; trash containers, except as specifically provided; broken or excessively scarred furniture; inoperative or broken vehicles, machinery or equipment or parts thereof; gear, equipment, cans, bottles, ladders, crates or barrels; unshaded or improperly shaded lights that create objectionable glare. No rugs or other objects shall be dusted or shaken from the windows or lanais of any Unit or cleaned by beating or sweeping onto any exterior part of any Unit.

2. Access Ways. Neither Occupants nor their Guests or invitees shall obstruct or use for purposes other than ingress and egress the walkways, driveways, passageways, sidewalks, lobbies,

stairways, corridors and elevators of the Project, unless otherwise approved by the Board in writing. No items of personal property belonging to an Occupant, including shoes, slippers, bicycles, surfboards, packages, boxes or crates shall be left, parked or allowed to stand in any part of the Common Areas, except as may be specifically permitted by the Declaration, the Bylaws or these Rules. Items left in violation of this Section will be removed by the Manager or the Managing Agent without notice at the owner's risk and expense and treated as, "abandoned property" and disposed of in accordance with procedures as mandated by law.

3. Bicycles, etc. Bicycles, skateboards, rollerblades, scooters, surfboards and related items shall not be left or allowed to stand on any part of the Project, other than wholly within the interior confines of a Unit (not on a lanai) or within a storage area or rack set aside or assigned by the Board for such purposes. Bicycles, skateboards, rollerblades, scooters and related vehicles shall not be operated on the Common Areas, but may be taken (not ridden) through the entrance to the Project and then into the elevators, lobbies, stairways or hallways only for purposes of storage in the Unit (or Board designated storage area or rack) of the vehicle's owner. The Board, in its discretion, may charge any Occupant for the costs to clean and repair any damage to the Common Areas caused by the transport of vehicles to Units.

4. Lost Property. Neither the Board, Manager nor Managing Agent shall be responsible for packages, deliveries or personal property left at doors of Units or any other place on the Project not specifically designated for such use, or left with any employee of the Association.

5. Common and Recreation Areas. Use of the Project's Common Areas (including recreational facilities) shall be at the risk of the user. Users shall assume all risk of personal injury (including death) or property damage that may result from use of the Common Areas (including recreational facilities). Such risks may include ingesting poisonous foliage or sharp spines that may grow within the Common Areas. A Guest or invitee of an Occupant may use such facilities only when accompanied by such Occupant. It is strongly recommended parents supervise their minor children's use of the Common Areas (including the recreational facilities) for their safety and protection.

6. Clothes Lines. No clothes lines or other outside clothes drying or airing facilities shall be permitted on any part of the Common Areas or within a Unit so as to be visible from another Unit or the Common Areas except as may be designated by the Board and/or Manager

7. Removal of Items. Any item within any Unit or the Common Areas creating a nuisance or presenting an unreasonable risk of harm or property damage shall be removed upon the request of the Board, the Manager or the Managing Agent.

8. Protection of Common Areas. Furniture, furnishings, fixtures and equipment of the Common Areas are provided for the safety, comfort and/or convenience of all Occupants and their Guests and shall not be altered, moved or removed without permission from the Board, the Manager or the Managing Agent.

9. Trash Disposal. Trash and other waste shall be disposed of only in receptacles or plastic bags, and must be placed only in the trash chute or other areas specifically provided for such; provided, however, that food waste shall be disposed of through the garbage disposal, whenever possible; provided, further, however, that the trash chute shall not be overloaded and shall only be used for appropriate sizes and quantities of trash that may be safely placed therein without causing damage and/or obstruction thereof. Food waste shall be securely wrapped before being placed in a receptacle. Occupants shall be responsible for removing and properly disposing of cardboard cartons, packing crates and any other large items to be disposed of. No refuse, garbage or trash of any kind shall be placed, thrown or kept on any Common Area of the Project outside of disposal and trash chutes and receptacles provided for such purposes.

10. No Placement on Common Areas. No Occupant shall, without the prior written

consent of the Board, place, store, maintain or permit the placement, storage or maintenance of any equipment, inventory, furniture, packages or objects of any kind in or on the landings, stairways, walkways, sidewalks, parking areas, driveways, roads, grounds or other Common Areas. This does not prohibit Occupants from temporarily placing goods and other materials on the Common Areas when loading or unloading them, or transporting them to the Unit. Any such loading, unloading, and transportation must be completed promptly.

11. Reservation of Common Areas. The Board and/or the Managing Agent shall have the right to establish procedures which Occupants may reserve, for private parties or functions, exclusive, temporary use of certain Common Areas of the Project, or portions of any of them. The decision to allow the reservation of Common Areas for such uses shall be subject to written procedures adopted by the Board from time to time and implemented by the Managing Agent. Such procedures may include, but not be limited to requirements for signing liability *wavers*, obtaining liability insurance and/or indemnifying the Association and the Board as a condition of allowing such functions to take place on the Common Areas of the Project.

12. Access for Repairs. etc. Access to the roofs of the buildings is limited only to persons authorized by the Board to perform any necessary inspections, maintenance or repairs on or to the roof. The Board may restrict access to other parts of the Common Areas (such as utility closets/rooms, *elevator* mechanical rooms, electrical equipment rooms, and other areas) that would not ordinarily be open to the public in an apartment or office building.

13. No Loitering or Playing. No Unit Owner or Occupant shall permit any Occupant, invitee or Guest to loiter or play in any Common Areas of the Project.

F. RECREATIONAL FACILITIES

1. The rules set forth in this Section shall apply to all recreational facilities of the Project.
2. The Managing Agent or the Manager will post the hours of operation for the use of the *various* recreational facilities; *provided* that until such hours are posted, the hours of operation shall be 7:30 a.m. to 10:00 p.m., daily.
3. Use of the recreational facilities shall be limited to Occupants and their Guests. The recreational facilities shall not be made available to the general public except pursuant to written procedures as may be established by the Board. No Guest may use the recreational facilities (or any other Common Area) unless accompanied by the Occupant who is hosting them.
4. "Horseplay", running, screaming, roughhousing or other boisterous conduct which unreasonably disturbs other Occupants and/or guests, and/or which presents any unreasonable risk of bodily harm or injury shall not be allowed in or around the recreational facilities.
5. Each of the separate recreational facilities may *have* posted regulations relating to their specific use which shall supplement these Rules.
6. The Board, the Manager and the Managing Agent shall be entitled to post additional and/or more detailed rules and regulations relating to use of the various recreational facilities which shall supplement these Rules.
7. The Board and/or the Managing Agent shall have the right to establish written procedures to which Occupants shall be able to reserve, for private parties or functions, exclusive, temporary use of certain Common Areas of the Project, or portions of any of them.

8. For obvious safety reasons, no objects whatsoever shall be thrown out of or over the edge of any portion of any building.

9. Adult supervision is strongly recommended for use of the recreational facilities by minors.

10. Anyone violating these Rules may be asked by a representative of the Managing Agent or a security officer for the Project to leave the recreational facilities.

11. Activity Room (7th Floor)

(a) A maximum of seventy nine (79) persons shall be allowed within the Activity Room at any time.

(b) The Activity Room may be reserved by an Occupant during the following Reservation Periods:

i. 7:30 a.m. to 12:00 p.m. (First Reservation period)

ii. 12:00 p.m. to 5:00 p.m. (Second Reservation period)

iii. 5:00 p.m. to 10:00 p.m. (Third Reservation period)

(c) Guests of an Occupant who has reserved the Activity Room shall follow the Project Rules. An Occupant is responsible for the actions and behavior of their Guests at all times.

(d) Activities or events that are illegal, organized for pecuniary gain or commercial purposes are prohibited.

(e) The Activity Room and adjacent restroom shall be returned to its original condition after its use.

(f) The Manager shall maintain a calendar of the Activity Room reservations and shall keep a copy of said calendar:

i. In the Manager's office for inspection by an Occupant; and

ii. On the Project website.

(g) Reservations

i. An Occupant shall neither have more than one (1) reservation for the Activity Room per day nor more than two (2) reservations for the Activity Room at any time.

ii. An Occupant shall reserve the Activity Room by informing the Manager in the Manager's office during normal office hours.

iii. An Occupant shall complete and sign any and all forms as provided by the Manager.

iv. If an Occupant reserves the Activity Room more than thirty (30) days in advance, an Occupant shall remit a deposit to the Manager at least

thirty (30) days before the reservation date. The Manager shall cancel the reservation if an Occupant fails to remit the deposit.

v. If an Occupant reserves the Activity Room less than thirty (30) days in advance, an Occupant shall remit a deposit to the Manager at the time of the reservation.

vi. Cancellations

I. An Occupant may cancel a reservation at any time.

II. If an Occupant cancels a reservation at least five (5) days before the reservation date, the Manager shall return the deposit to the Occupant.

III. If an Occupant cancels a reservation less than five (5) days before the reservation date, the deposit shall be considered forfeit and non-refundable.

(h) Deposit

i. The deposit amount for reserving the Activity Room shall be Fifty Dollars (\$50.00) and shall be in the form of a personal check made payable to the Association or cash.

ii. The Manager shall provide the Occupant with a receipt for the deposit.

iii. After an Occupant has used the Activity Room, the Manager shall return the deposit to the Occupant within a reasonable time; provided, however, that the Occupant has returned the Activity Room and adjacent restroom to its original condition.

iv. If an Occupant has not returned the Activity Room and adjacent restroom to its original condition, the Manager may use the deposit to return the Activity Room and adjacent restroom to its original condition. The remainder of the deposit, if any, shall be returned to the Occupant. Owner's unit will be assessed for any damage and/or clean-up costs of the Activity Room or Common Areas in excess of the deposit.

v. All forfeit deposits shall be placed in the Association's general operating account.

(i) Keys

i. The Manager shall give an Occupant one (1) set of keys to the Activity Room and adjacent restroom no more than twenty-four (24) hours prior to the reservation time.

ii. An Occupant is responsible for all Activity Room and restroom key(s) in their custody. If any key(s) is lost, an Occupant shall immediately replace all keys and locks to the Activity Room and adjacent restroom at the Occupant's expense.

G. MAINTENANCE, REPAIRS AND MODIFICATIONS

1. Maintenance of Units.

- (a) Every Occupant shall at all times promptly perform all repair and maintenance work within their Unit. Owners shall be responsible for all loss and damage, including loss or damage to any Common Area or any other Unit, caused by the failure of the Owner's Unit to be repaired or maintained.
- (b) All repairs and maintenance of internal installations within each Unit, such as water, electric power, sewage, telephone, sanitation, doors, windows, lamps, and all other fixtures and accessories belonging to such Unit, including interior walls and partitions and the inner decorated or finished surfaces of the perimeter walls, floors and ceilings of such Unit, shall be at the Owner's expense.
- (c) Owners shall be responsible, at each Owner's expense, for cleaning all exterior windows of their Unit that is accessible without a ladder or stepstool. Exterior windows not accessible without a ladder or stepstool shall be cleaned by the Association and charged to the Owners as a Common Expense against all the Units. The frequency of such exterior window cleaning by the Association shall be determined by the Board.
- (d) All repairs and maintenance of those portions of the air conditioning system (and its accessories) serving a Unit shall be made at the expense of the Owner of the Unit, even if the applicable portion of the system is located outside of the Unit. For example, even if the air conditioning system's compressor is located on the roof of the building (and not within the Unit), the Owner of the Unit being served by the system shall be responsible for repair and maintenance of the compressor. Repair and maintenance of the ducting and fan coil that are part of the air conditioning system shall also be at the expense of the Owner of the Unit served by such system, even if such ducting and fan coil are not located within the Unit. Repair and maintenance of the air conditioning system shall only be performed by licensed air conditioning repair personnel. Roof access by licensed repair personal must be arranged through the Manager.

2. Structural Changes. Except as permitted under the Declaration or the Bylaws, no structural changes of any type shall be permitted to a Unit. Except as permitted under the Declaration or the Bylaws, no additions or alterations to the original design of a Unit, which are visible from the exterior of any Unit or which protrude through walls, windows, floors or ceilings, shall be permitted. The addition of air conditioning units, the installation of wiring for electrical installations and of television antenna (other than as controlled by the Antenna Installation Policy attached to these Rules) that protrude through the walls, windows or roof of a Unit are considered alterations for the purposes of these Rules.

3. Penetrations into Walls. No holes or other penetrations greater than two inches shall be made in or to Common Area or Limited Common Element walls, floors or ceilings unless in compliance with the Declaration and the Bylaws. When nailing or screwing into a wall is done to hang pictures and other items from the wall, acoustical sealant shall be packed around the point of penetration. Before making any penetrations into non-concrete partition walls, persons must familiarize themselves with the location of electrical or other wiring, plumbing and drain lines in order to avoid personal injury or damage to the wiring or Unit walls or to other Units.

H. PARKING AREAS, DRIVEWAYS

1. Maintenance. Occupants shall be responsible for the cleanliness of their respective parking stalls (including the removal of any grease, oil or fluid spills or build-up) and, if applicable, storage space. After giving 10 days written notice to clean a stall or storage space, the Managing Agent or the Manager may have any spill or build-up (e.g., dirt, oil or other leakage) cleaned and assess the

Owner of the stall or space the cost of such cleaning. No personal items, such as lumber, crates, plants, furniture or recreational equipment shall be permitted in the parking stalls.

2. Observance of Signs. Drivers within the Project shall observe all traffic signs posted on the Project, whether by the appropriate authorities of the City and County of Honolulu or by the Association. Vehicles shall travel at no greater than five miles per hour while anywhere within the Project.

3. No Impeding of Access. No vehicle shall be stopped or parked so as to extend or protrude from the parking stall or into any portions of the driveways or walkways or so as to impede or prevent ready access to any entrance or any exit from the Project by another vehicle or so as to impede use of another parking stall. Vehicles shall be centered in parking spaces so as to prevent crowding of adjacent spaces and/or blocking of passages.

4. Parking in Proper Place. No parking is allowed on any part of the Project, except entirely within designated parking areas (e.g., parking stalls and permitted loading and unloading zones). Boats and other vehicles not appropriate for use on public roads must be stored outside the Project.

5. Condition of Vehicles. No repairs or mechanical adjustments of any kind to automobiles, motorcycles or other motor vehicles shall be permitted within the Project; provided, however, that minor repairs or adjustments necessary to start an automobile so that it can be removed and repaired elsewhere shall be permitted. Changing, restoring or filling car oil, brake or transmission fluid, antifreeze, gasoline or any other item that is a hazardous substance, poison, flammable material or threat to the environment is specifically prohibited. No racing of motors shall be permitted and all motor vehicles shall be equipped with quiet mufflers. All vehicles parked in the Project shall be in operating condition with a current vehicle license plate and, safety sticker displayed and insurance required by law. No stripped down, wrecked or junk vehicle shall be kept, parked, stored or maintained within the Project.

6. Towing of Vehicles. The Board, the Manager and the Managing Agent are authorized to have towed away or removed at the vehicle owner's risk and expense any vehicle or equipment parked, located or used in violation of these Rules. Neither the Board, the Manager nor the Managing Agent shall be subject to any claim for liability or damage in the exercise of such authority. If the violating vehicle or item belongs to a Guest or Invitee of an Occupant, the Owner of the Occupant's Unit shall be held responsible for all costs incurred by the Association in connection with such towing, storage or removal.

7. Guest Parking.

- (a) Parking stalls within the Project for Guests or invitees of Occupants shall be so designated and shall be available for use by Guests or invitees of Occupants of the Project.
- (b) The Managing Agent and the Manager, with the approval of the Board, may establish written and/or posted rules and regulations relating to use of the guest parking stalls, including with respect to overnight parking by Guests.
- (c) Vehicles belonging to Guests or invitees of an Occupant shall be parked only in the spaces designated for guest parking. It is the responsibility of each Occupant to inform his or her Guests and invitees not to park in vacant parking stalls, other than those designated for guest parking, unless prior arrangements have been made in advance with the Board, Managing Agent or Manager for such use. Use of guest parking stalls by an Occupant shall be permitted only with special permission from the Board, the Manager or the Managing Agent.
- (d) Guests or invitees of an Occupant shall record the following information in a log book:

- i. Vehicle license plate number, make, model, color;
 - ii. Unit number of Occupant being visited;
 - iii Date and time the Guest or invitee parked vehicle; and
 - iv. Stall number in which vehicle is parked
- (e) A guest or invitee may park in guest parking stalls between the hours of 6:00 a.m. to 1:00 a.m. daily.
 - (f) Parking for guests or invitees is limited to a total of five (5) hours per day.
 - (g) A guest or invitee may park in guest parking overnight if an Occupant has obtained prior approval from the Manager at least three (3) days before the desired date, unless otherwise approved by the Manager. If overnight guest parking is approved, the Manager shall provide the Occupant with an overnight guest parking pass. The Guest or invitee must display the parking pass prominently on the dashboard of the vehicle.
 - (h) The number of guest parking stalls that may be used by a Unit is limited to two (2), unless prior arrangements are made with the Manager.
 - (i) An Occupant shall not park in guest parking stalls.

8. Registration of Vehicle Type and Number. Occupants shall register in writing (or complete a registration form established by the Board) with the Managing Agent or the Manager the vehicle type and license number of any vehicles to be parked in their parking stall(s) within the Project. Parking of any vehicles, other than those that have been registered with the Managing Agent or the Manager, for a period longer than 12 hours in a 7-day period shall be prohibited.

9. Parking Passes. Parking passes or decals shall be issued by the Managing Agent or the Resident Manager to Occupants for vehicle identification purposes. Occupants shall display such passes or decals on the driver's side of their vehicle's windshield.

10. Loading Areas. Each Occupant shall make every reasonable attempt to utilize the designated loading areas or the parking stall(s) appurtenant to their Unit for their loading and unloading. No cars, trucks or other vehicles may be parked or left unattended at any loading areas or within the driveways.

11. Construction Parking. Due to the lack of available on-site parking, all contractors or laborers engaged in construction activity within or with respect to a Unit are to be notified that offsite parking will be required unless such contractor parks in the parking stall that is appurtenant to the Unit that is being worked on or unless such contractor arranges through the Managing Agent for on-site parking in another designated stall or area. If on-site parking is provided and any contractors, their workers or subcontractors park in stalls or areas that were not specifically cleared in advance through the Manager or the Managing Agent, then such vehicles shall be subject to being towed at the expense of the Owner of the Unit where the work is or was done.

12. Storage Units. The owner of any storage unit must abide by these Rules and Bylaws. The Manager or a staff member designated by the Manager and at the Manager's direction, has the right upon request and with the owner present to inspect the storage unit's contents.

Storage unit may only be of the size and type of model as shown on the "Permissible Storage Unit Models

Addendum" attached to these Rules unless otherwise approved by the Board. Should the Approved Storage Unit no longer be manufactured, the Design Committee will evaluate available alternatives and designate a new Approved Storage Unit which most closely resembles the current Approved Storage Unit.

The unit must be placed within the designated area as shown on the attached "Permissible Locations for Placement of Storage Units Addendum" in a manner as directed by the Manager. Should the unit move or be moved outside the designated area for any reason, the owner must reposition it back into the designated area immediately. The unit cannot obstruct the parking space in any manner; the unit must be properly maintained by the owner. The unit must be painted only in its original color and will not contain any markings on the exterior other than what was originally stamped on it by the manufacturer.

The Association is not responsible in any way for the unit. It is the sole responsibility of the owner to maintain the unit, ensure its safe keeping and that they abide by the rules. The owner assumes all liability associated with the use and contents of the unit. The unit cannot be attached to the building (floors, walls ceilings, etc.) in any way. The unit cannot impede or adversely impact the use of the parking structure as it is deemed to be used.

The unit must be kept closed and locked at all times. The only exception is when an owner is placing something in the unit or taking something out of the unit.

Only the owners of the following parking spaces are allowed, at their expense, to place the Approved Storage Unit in the designated parking space: 120, 223, 224, 225, 323, 324, 325, 423, 424, 425, 523, 524, 525, 623, 624, 625.

13. Other Use Prohibited. Except as specifically set forth in these Rules, the parking stalls shall only be used for parking of vehicles and shall not be used for recreational, storage or other purposes. No personal property shall be stored in the parking garage in other than designated storage lockers and storage rooms, if any. No part of the Common Area driveway portion of the parking garage shall be blocked.

14. Caution to be Observed. All persons shall exercise due caution in parking, loading, or unloading within the parking areas to avoid damage to other vehicles or property and injury to other persons.

I. ANIMALS/PETS. Except as set forth below or in the Declaration or the Bylaws, no animals may be allowed or kept in any part of the Project (including the Units and the Common Areas).

1. Authorized Pets. Subject to the limitations set forth in this subsection, Unit Owners and Occupants may keep the following domesticated pets: dogs, cats, small birds or fish in aquaria.

- a. No more than one dog (which must be spayed or neutered, as appropriate) per Unit will be allowed, provided the weight of such dog does not exceed 25 pounds, and provided no infant or juvenile dog of a type or breed that, when fully grown, is likely to exceed 25 pounds in weight, and may be kept in the Project.
- b. No more than one cat (which must be spayed or neutered, as appropriate) per Unit will be allowed.
- c. No more than two small birds per Unit will be allowed.
- d. An animal that is at or anywhere in the immediate vicinity of a Unit for more than a total of 12 hours is considered to be kept.

- e. All pets kept in a Unit must be registered in writing with the Board, the Manager or the Managing Agent immediately upon being kept in a Unit. The Board, the Manager or the Managing Agent shall provide registration forms for pets at such place or places as shall be posted at the Project.
- f. All dogs kept as pets must supply a DNA sample from the animal for identification purposes. The Occupant shall pay the Association a one-time registration fee of \$50.00 per dog.

2. Handling and Behavior of Pets. All animals must be carried or leashed at all times while in transit through the Common Areas of the Project, except assistance animals used by disabled persons as described below. Pet owners are responsible for promptly cleaning up any droppings and for quieting any undue noise made by their pets. Pets are not allowed to roam the Common Areas at will at any time.

3. Assistance Animals. Notwithstanding the foregoing, disabled persons may keep assistance animals in their Units and may use such assistance animals as reasonably necessary for their use and enjoyment of the Project.

4. Responsibility for Injuries and Damage. Any and all personal injury or property damage to the buildings, grounds, flooring, walls, trim, finish, tile, carpeting, stairs or other portions of the Project caused by a pet will be the full responsibility of the pet owner and the Owner of the Unit in which the pet is kept. Any Owner or Occupant (including such Owner's or Occupant's family, Guests and *invitees*) who maintains any pet or other animal within the Project, whether in compliance with these Rules or otherwise, shall indemnify, defend and hold the Association, the *Developer*, the Manager and the Managing Agent harmless from and against any damages, claims, causes of action or losses of any kind or nature, including reasonable attorney's fees and costs, incurred as a result of any alleged damage or injury caused by such pet or other animal. In no event shall the Developer, the Board, the Association, the Manager or the Managing Agent be or be deemed to be liable for any loss, damage or injury to persons or property caused by or arising in connection with any Occupant's or guest's pet or other animal.

5. Breeding. Pets shall not be kept, bred or used in the Project for any commercial purpose.

6. Removal for Disturbance. Any pet causing a nuisance or any unreasonable disturbance to any other Occupant of the Project shall be permanently and promptly removed from the Project upon notice given by the Board to the owner of the pet; provided, however, that any such notice given with respect to an assistance animal (described in Section 3 above) shall provide that before such assistance animal must be removed, its owner shall have a reasonable time (not to exceed 30 days) to acquire a replacement assistance animal unless the Board determines that such assistance animal poses an unreasonable risk of harm to other Occupants.

7. Pets for Tenants. A tenant of a Unit must obtain the written consent of the Unit Owner to keep a pet or pets in the Unit. Notwithstanding such consent, a tenant may keep only those pets that may be kept by a Unit Owner.

8. Replacement of Pets. Any Occupant who keeps a pet or pets pursuant to these Rules may, upon the death of the animal, replace the animal with another and continue to do so for as long as the Occupant continues to reside in the Unit or another Unit in the Project, subject, however, to these Rules.

9. Additional Rules. The Board may from time to time promulgate such rules and regulations regarding the continued keeping of pets and assistance animals as the circumstances may require or the Board may deem advisable and as may be permitted by law.

- a. In addition to any fees or costs borne by an Occupant under paragraph 4 of Section I, any Occupant who fails to clean up their pet's waste in the Project's common areas shall be fined as follow.
 - i. First offense: \$100.00 fine plus the cost of the pet wastes test assessed against the Unit Owner and a written citation with a copy of said citation being sent to the Unit Owner if the offender is not the Unit Owner.
 - ii. Second offense: a written citation and \$200 fine plus the cost of the pet wastes test assessed against the Unit Owner and a written citation with a copy of said citation being sent to the Unit Owner if the offender is not the Unit Owner.
 - iii. Third and subsequent offense: a written citation and \$300 fine plus the cost of the pet wastes test assessed against the Unit Owner and a written citation with a copy of said citation being sent to the Unit Owner if the offender is not the Unit Owner.

10. Special Annual Pet Fee. To defray additional costs incurred by the Association to clean and maintain the Common Areas as a result of use by pet cats and dogs, the Board shall have the right to assess a special annual pet fee (per dog or cat) against all those Units that have pet cats or dogs kept therein.

J. NOISE, NUISANCES AND HAZARDS

1. Nuisances. No nuisances shall be allowed on the Project and no activity or condition shall be allowed which is in violation of the Declaration, the Bylaws or these Rules or that unreasonably interferes with or is an unreasonable interference with the quiet enjoyment and use of the Project by other Occupants.

2. Disturbances. Occupants shall not cause excessive noise of any kind at any time within the Project, especially in the use of musical instruments, radios, televisions and other devices with sound amplification that may disturb other Occupants, and shall be considerate of other Occupants at all times. Occupants shall not make or cause, or permit their Guests or invitees to make or cause, noises that will unreasonably interfere with the quiet enjoyment and use of their units or the Common Areas by other Occupants.

3. Audio Equipment. Radios, televisions, musical instruments, stereos, and any other type of equipment which generates sound in the Units must be played at reduced volume after 10:00 p.m. and before 7:30 a.m., and shall at all times be played at a volume that does not unreasonably interfere with the quiet enjoyment and use of their units or the Common Areas by other Occupants.

4. Reporting of Excessive Noise. Excessive noise at any time should be reported to the Board, the Manager or the Managing Agent.

5. Quiet Hours. The Project's quiet hours are from 10:00 p.m. to 7:30 a.m. Activities and/or uses that may generate noise that can be heard by other Occupants of the Project or to other occupants in the vicinity of the Project, such as use of amplified music and/or sound systems, use of outdoor areas, organized social functions, loading and unloading, and deliveries, shall not be permitted during these quiet hours. Notwithstanding the foregoing, all Occupants shall, at all times, exercise care so as not to make or permit *excessive* noises that may unreasonably disturb other Occupants, especially in the use of musical instruments, radios, televisions and other devices with sound amplification.

6. Odors. Occupants shall not cause or permit any objectionable odors which may unreasonably interfere with the use and/or quiet enjoyment of Units or the Common Areas by other Occupants (such as cigarette, cigar and pipe smoke and food odors) to emanate from their Units.

7. Barbecues. No fires, including barbecue fires, shall be allowed in any part of any Unit (including lanais) or the Common Areas, except that barbecuing, if not prohibited by the City and County fire code, shall be permitted in such portions of the Common Areas as are specifically designed for barbecuing or as the Board may designate from time to time in writing.. Barbecuing shall include, but shall not be limited to, the grilling of any food items over a charcoal fire, gas grill or electrical grill.

8. Smoking. Pursuant to the laws of the City and County of Honolulu and pursuant to these Rules, smoking is prohibited in the Common Areas, which include the recreational facilities, lobbies, hallways, corridors, elevators, stairways, the parking garage and waiting areas. Smoking is also prohibited on the Limited Common Element lanais.. In no event whatsoever shall a lit cigarette, cigar, pipe or other smoking device be allowed in any portion of the Project (including within any Unit) where there is also an oxygen canister.

9. No Flammable Substances. No Occupant or other person shall use or permit to be brought into or stored in the buildings or Common Areas any inflammable or combustible substances such as gasoline (except in motorized vehicles), kerosene, gunpowder, fireworks, or other explosives or anything deemed highly dangerous or hazardous to life, limb, or property.

10. Alcoholic Beverages. Drinking of alcoholic *beverages* or the presence of open containers of alcohol anywhere within the Common Areas is prohibited

11. Fire. All Occupants will take precautions not to cause any fire hazards within the Unit. All Occupants will immediately report in writing the malfunctioning of any fire detection device to the Manager or the Managing Agent for appropriate repair of such device.

12. Fireworks/Firearms. There shall be no shooting, throwing or exploding of fireworks or firearms of any type at any time in, from or around any part of the Project.

13. Climbing. Climbing of walls, trees, fences and other Common Elements is prohibited.

K. GENERAL RULES AND REGULATIONS

1. Employees of the Association.

- (a) The Association's maintenance employees, if any, will use every effort to effectively care for the grounds of the Project. Every Occupant is to do his or her part and to use his or her influence on all members of his or her household to do their part towards abating unsightliness on the Project
- (b) Maintenance employees of the Association are under the sole direction of the Board, the Manager and the Managing Agent. During prescribed hours of work, they shall not be diverted to the private business or employment or personal tasks of any individual Occupant. No maintenance employee shall be asked by an Occupant to leave the Project.
- (c) No Occupant may require an employee of the Association to leave the Common Areas of the Project or to perform any personal tasks.
- (d) No Occupant shall reprimand any employee of the Association at any time. Occupants should direct any complaints and/or suggestions regarding Association employees to the Managing Agent or the Board.

2. No Solicitation. Except for solicitation of proxies related to the Association, no solicitation or canvassing of any kind is permitted in or about the Common Areas of the Project at any time.

3. Access to Units. The Managing Agent and the Manager are not required to grant access to any Unit without the written permission of the Owner thereof, a registered agent of the Owner or a registered Occupant.

4. Access Keys. The issuance of additional access keys by the Association will be subject to reasonable costs for any such additional access keys as determined by the Board.

5. Books and Records. All of the Association's books and records shall be kept at the Project or at such other convenient place within the State of Hawaii as the Board shall designate, and in accordance with the requirements of the Act. Owners desiring to inspect such books and records shall give the custodian of the books and records not less than 48 hours prior written notice of such desire. Subject to proper notice and the custodian's ability to have such books and records available, the books and records may be inspected at the Project on non-holiday weekdays between the hours of 10:00 a.m. and 2:00 p.m. Unless the Act, the Declaration or the Bylaws requires otherwise, before inspecting the books and records, Owners inspecting the books and records must pay all costs, if any, incurred to copy the books and records for such inspection.

6. Exterior Lighting. All exterior lighting within the Project shall be only of the following types: shielded lights; cut-off lights; or indirect lighting. Except with respect to spotlights installed by or on behalf of the Developer or allowed by the Board (which must meet applicable requirements of the City and County), spotlights aimed upward or toward abutting lots and spotlighting of structures and landscaping are all prohibited. All exterior lighting emanating from a Unit shall be shielded and directed away from other Units, the Common Areas and any abutting lots. The Board may order removal of any exterior lighting not installed in compliance with these Rules at the Owner's sole expense.

7. Signs. Except as otherwise provided in the Declaration or these Rules, nothing shall be projected out of or attached to any window without the prior written approval of the Board, and no signs, banners, posters, lettering, advertisements, signals, decals, placards, menus, pictures, or notices or other advertising device whatsoever (collectively, "signs"), including, without limitation, commercial, political, and similar signs, shall be inscribed, erected, exposed, affixed, placed or maintained on the exterior of any Unit (other than the Unit number) or in front of or on the Common Areas or any other part of the Project or displayed to the public view without the Board's prior written approval, except the following, which are allowed subject to applicable conditions: (i) such signs as may be required by legal proceedings; and (ii) residential identification signs, subject to the approval of the Board as to suitability. The foregoing notwithstanding, Occupants may erect, affix, place and maintain signs anywhere within the Occupant's Unit without having to obtain the prior approval of the Board if such sign is not visible from anywhere outside the Unit. If written permission is granted to erect a sign within the Project, the Board shall have the right, at its discretion, to restrict the size, color, lettering, duration and placement of such sign and to require appropriate maintenance and appearance of the sign.

L. ALTERATIONS CONSTRUCTION REQUIREMENTS

1. Except as set forth in the Declaration, the Bylaws or these Rules, any and all Alterations to any part of the Project must comply with the Declaration, the Bylaws, these Rules and all applicable statutes, ordinances, codes, rules and regulations.

2. No Alteration to any part of a Unit that affects any Common Area, that is visible from outside of the Unit or that affects any Limited Common Element that is appurtenant to any Unit other than the one that is owned by the altering Occupant (collectively, a "Material Alteration") can be made until the Occupant has properly submitted to the Board a written request (which shall include plans and specifications), along with payment of an alteration review fee (as determined by the Board), and the Board (or a subcommittee of the Board established for such purpose) either gives final approval to the request in writing or the Board are deemed to have approved the request as provided in subsection 3 below.

3. If the Board does not respond in writing to a complete submittal within 45 days of the receipt thereof by the Board, either by approving the submittal, disapproving the submittal or requesting revisions or amendments to the submittal, then the submittal shall be deemed to be finally approved. Nothing contained in this Section L shall authorize or permit any work affecting the Common Areas, the exterior appearance of the Project or the rights of any other Owner.

4. The Board may give preliminary written approval to a submittal. With respect to supplementary submittals that are made in response to a preliminary approval and that contain all of the items and information required by the Board, if the Board, do not respond to a complete supplementary submittal within 30 days of the receipt thereof by the Board, either by approving the submittal, disapproving the submittal or requesting revisions or amendments to the submittal, then the submittal shall be deemed to be finally approved.

5. The Board may impose reasonable conditions in writing on their approval of any request for Material Alterations including, without limitation, requiring (a) changes or amendments to the request, including changes or amendments designed to minimize the potential effects of such Material Alterations on Occupants of other Units, (b) supervision of the work by an architect, or engineer, or other construction professional, and (c) performance of the work by a licensed contractor in cases where the work may affect the Common Areas, the exterior of the Project, or the rights of any other Occupant.

6. The Board may inspect the work from time to time and direct a halt in construction for any reason and the Board may require the removal or correction of any work that (a) was not authorized by the Board, or (b) may adversely affect the Common Areas, the exterior of the Project or the rights of any other Occupant.

7. The requirements set forth in the Declaration with respect to installation of hard surface floor covering and subfloor padding or acoustical insulation must be met. If deemed necessary, the Board may require additional measures to lessen the noise impact of such floor coverings on lower Units.

8. The entry doors to Units shall not be decorated, except in accordance with such standards and/or guidelines as may be established by the Board from time to time.

9. One additional dead bolt may be installed on the entry door of each Unit, provided that such deadbolt and the installation thereof are in accordance with specifications adopted by the Board from time to time.

10. Doorbell must be wireless and an off-white color. The button must be placed on the door jam and at the height of the door handle. All doorbells must adhere to the Holomua Project Rules. Doorbells must be approved by the Board in writing prior to installation.

11. All hallways and other Common Areas of the Project must be cleaned of all construction debris and other trash on a daily basis by any person or persons working on a Unit. No accumulation of trash or other debris from the construction activity within or with respect to a Unit shall be allowed or permitted to remain in the hallways or other Common Areas of the Project.

12. The use of any of the trash chutes of the Project, containers or receptacles for disposal of construction trash or debris is strictly prohibited. The Unit's Owner or Occupant and/or the contractor shall arrange for removal of all such construction debris and other trash from the Project without use of the Project's trash chutes, containers or receptacles. If this Rule is violated, then the Association reserves the right to charge the Owner for the cost of removal of any such construction trash or debris and/or to bar the offending contractor from entering onto the Project until satisfactory arrangements are made to remove such construction trash and debris and reasonable assurances provided to the Association that such violation will not re-occur.

13. All contractors and laborers engaged in construction activity within or with respect to a Unit must be notified by the Owner or Occupant of the Unit that they may only use the elevator specifically set aside for use by contractors and laborers and that use of any other elevator in the Project is prohibited for these purposes. If the contractor and/or laborers use any other elevator, then the Owner shall be responsible for any and all damages and/or clean-up costs that may be caused or incurred by the Association as result of such improper use.

14. Except with respect to work done in response to an emergency situation, contractors working on behalf of Unit Owners or other Occupants shall only be allowed to work within the Project between the hours of 8:00 a.m. and 6:00 p.m., Monday through Friday, excluding holidays observed by the State of Hawaii and/or the United States government. For security purposes, at least three days advance written notice must be given to the Manager or the Managing Agent before any contractors or laborers engaged in construction activity within or with respect to a Unit shall be allowed in the Project.

15. The Association has established a procedure for reviewing Property Improvement Applications. The Board reviews applications once a month. Applications will be accepted by the Managing Agent up until 12:00 noon of the last working day of the month then forwarded to the Board of Directors. Applications received prior to the last working day of the month will be held by the Managing Agent until the last working day. The Board's 30 day review period begins when the applications are received by the Board, not the Managing Agent.

The Board's review process ensures that all requested design modifications follow the covenants of the particular product type applicable to each unit and will blend harmoniously with the existing structure and neighboring units. Before any Owner applies to the City & County of Honolulu for a building permit, the Owner must first obtain approval by the Board of a Holomua Design Application.

To obtain approval, the Owner must complete a current Design Application obtained from the Managing Agent Hawaiiana Management or Holomua website at and submit the completed Design Application to the Managing Agent along with the applicable fee (see fee schedule on application) made payable to AOA Holomua.

M. ENFORCEMENT OF DECLARATION, BYLAWS AND RULES. Except as otherwise set forth in the Declaration, the Bylaws or these Rules, the Board shall have the authority and responsibility to enforce the Declaration, the Bylaws and these Rules, but may delegate that authority and responsibility to the Managing Agent.

1. Violations and Damages.

- (a) Except as otherwise set forth in the Declaration, the Bylaws and these Rules, all corrective actions with respect to violations of the Declaration, the Bylaws and these Rules and damages to the Common Areas shall be enforced by the Board (or the Managing Agent or the Manager acting on behalf of the Board). Any violations of the Declaration, the Bylaws and these Rules and/or damages to the Common Areas should be reported promptly to the Board, the Manager or the Managing Agent. The cost of such corrective actions, including any legal fees of enforcement, may be assessed by the Board against, and, if so assessed, shall be paid by, the violating or responsible Owner. Owners shall be responsible for violations by Occupants of their Units and their tenants and guests.
- (b) Damages to Common Areas shall be surveyed by the Board, the Manager or the Managing Agent at the direction of the Board, and the costs of repair or replacement incurred, including any legal fees of enforcement, may be assessed by the Board against, and, if so assessed, shall be paid by, the Owner who caused or is responsible for the damage. Owners shall be responsible for damages caused by Occupants, Guests and Invitees of their Units and others

who use their Units and such damage shall be repaired at the expense of the responsible Owner.

2. Complaints. Complaints and suggestions regarding the Project shall be made in writing to the Board, the Manager or the Managing Agent.

3. Observance of Rules. All Owners, Occupants, and Guests shall observe, adhere to and be bound by the Declaration, the Bylaws and these Rules and by standards of reasonable conduct, whether or not covered by these Rules. Owners are responsible at all times for the reasonable conduct and decorum of their family members, tenants, Guests, licensees, and Invitees while on the Project. Neither the Board, the Manager nor the Managing Agent shall be responsible for any noncompliance with or violation of the Declaration, the Bylaws or these Rules by Owners, Occupants, or Guests.

4. Violation of Rules. The violation of the Declaration, the Bylaws or any of these Rules shall give the Board, the Managing Agent and/or the Manager, acting on behalf of the Association, the right to:

- (a) In such instances where the violation or breach threatens immediate risk of personal injury and/or property damage, enter the Unit (or secure an order permitting entry into a Unit) in which, or as to which, such violation or breach exists and to summarily abate and remove, at the risk and expense of the defaulting Owner (whether caused by the Owner or by any person for whose conduct the Owner may be responsible), any structure, thing or condition that may exist therein contrary to the intent and meaning of these Rules, and neither the Board nor the Managing Agent nor the Manager shall thereby be deemed guilty in any manner of trespass;
- (b) Enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any such violation, and all costs and expenses, including attorneys' fees, shall be borne by the defaulting Owner (whether caused by the Owner or by any person for whose conduct the Owner may be responsible); and/or
- (c) Impose against the violator and/or the Unit Owner responsible for the conduct of the violator such fines and penalties as the Board shall deem to be appropriate in accordance with these Rules and/or as may be permitted by law.

5. Imposition of Fines and Penalties.

- (a) The violation of the Declaration, the Bylaws, or any of these Rules by an Occupant or Guest shall give the Association, through the Board or the Managing Agent, the right, in addition to any other remedies, to levy a fine against the Owner of the Unit of the responsible Occupant or guest.
- (c) Fines duly imposed but unpaid shall constitute a lien on the Owner's Unit that may be foreclosed upon in like manner as a lien for unpaid assessments to collect the unpaid amount to the extent permitted by law.
- (c) The imposition of a fine (or the ability to impose a fine) shall not preclude the Association, through the Board or the Managing Agent, from seeking other penalties for violations. The Association also has the right to pursue any action to recover a money judgment for any unpaid fines without foreclosing or waiving any applicable lien.

- (d) The fine or penalty shall be imposed within the later of 60 days after the occurrence of the violation upon which the fine or penalty is based or 60 days after the Board, the Manager or the Managing Agent discovered the violation.
- (e) After six months, a the payment of any fine assessed by the Board for violation of Declaration, the Bylaws, or any of these Rules shall not be utilized in calculating fines for any subsequent violations.
- (f) The Manager, the Managing Agent and its staff, as agents for the Board, are authorized to issue written citations and levy fines.

6. Schedule of Fines. Except as specifically set forth otherwise in the Association's governing documents, fines for any violation of Declaration, the Bylaws, or any of these Rules shall be as follows:

- (a) First offense: written citation with a copy of said citation being sent to the Unit Owner if the offender is not the Unit Owner.
- (b) Second offense: written citation and \$50.00 fine, which will be assessed against the Unit Owner.
- (c) Third offense: written citation and \$100.00 fine, which will be assessed against the Unit Owner.
- (d) Fourth and subsequent offenses: written citation and \$150.00 fine for each occurrence, which will be assessed against the Unit Owner.
- (e) If the violation is not corrected within 30 days after the date of issuance of the written citation, the fine will be increased by \$10.00 per day from the thirtieth (30th) day until the violation is corrected
- (f) A fine will be imposed for any second and subsequent violation(s), even if any subsequent violation(s) involves a different provision of the Declaration, the Bylaws or these Rules from the first violation.

7. Appeal of Citations and Fines. The person penalized (herein called the "offender") may appeal from the fine or penalty imposed by the Board or the Managing Agent as follows:

- (a) Notice of Appeal. The offender may appeal such penalty within 30 days After receiving notice thereof, by filing with the Secretary in care of the Managing Agent a written notice of appeal and the reasons therefor. The filing of a notice of appeal shall not halt the accrual of any ongoing fines or penalties which are the subject of the appeal. However, the Board may waive or rescind all or part of the aforesaid fines or penalties at the time of the hearing of such appeal.
- (b) Time for Hearing Appeal. All appeals shall be heard at a meeting of the Board within 90 days after the notice of appeal has been filed with the Secretary and/or received by the Managing Agent.
- (c) Procedure. The violations for which the fine or penalty was assessed shall be reported in Writing by the Board, the Manager or the Managing Agent at such meeting, with a statement of the facts on which the violation was based, a copy of which shall be furnished to the appellant at least 10 days before the meeting, at which time a copy thereof shall also be filed with the Secretary. The offender

shall then present his or her defense in writing, to which the Board or its designee may reply orally. The offender or anyone Owner or other person on his or her behalf may then respond, and the Board or its designee may again speak in support of the fine or penalty imposed. Thereafter, no further discussions, except among the Board itself, shall be allowed.

- (d) Disposition of Appeal. The Board shall vote as to whether the fine or penalty shall be affirmed. If a majority of those present vote in the affirmative, then the fine or penalty shall stand and shall be remitted by the offender in full within seven days of the date of such meeting. If less than a majority of those present votes in the affirmative, then the fine or penalty shall thereby be rescinded.

8. Late Charges. If an Owner does not pay an assessment within ten days after the due date of the assessments, the Owner shall be subject to and shall pay to the Association a late charge in such amount as is necessary to defray the costs of the Association of additional record keeping and reporting resulting from such non-payment. The unpaid assessment and the late charge shall accrue interest at the rate of twelve percent per annum from the due date until paid. Unpaid assessments and late charges shall be resolved in accordance with the Declaration and the Bylaws.

N. AMENDMENTS

1. Provided the result would not be inconsistent with any applicable laws, ordinances, codes, rules or regulations or with the provisions of the Declaration or the Bylaws, these Rules (or any of them) may be amended or repealed, and new or supplementary rules may be adopted, by either of the following methods:

- a) By a majority of the Board at a duly called meeting of the Board or
- b) By the affirmative vote or written consent of the Owners of at least 67% of the Units in the Project.

2. Amendments to these Rules shall become effective when notice thereof is delivered to the Owners.

The Board of Directors hereby adopts the foregoing Project Rules for Holomua, as revised, on behalf of the Association this 14th day of October 2014.

**HOLOMUA AOOU
APPLICATION FOR DESIGN APPROVAL FOR
MODIFICATION OF IMPROVEMENTS**

Legal Owner (s) _____

Address: _____

Phone: _____ (Resident) _____ (Business) Site _____

Description of modification/addition or improvement: () Flooring () Windows () Air Conditioner () Extension/Enclosures
() Storage () Screen Doors () Doorbell () Other

Approval of this application by the Design Committee is required before any construction or placement of improvements is permitted under the Declaration of Condominium Property Regime of Holomua. Failure to obtain approval violates the Covenants and can result in removal of the non-conforming structures or improvements at the Owners expense. The Owner is responsible for obtaining and posting any required City and County Building Permit. Approval of this application is for design approval purposes only and does not in any way indicate any opinion of structural quality or soundness of the plan by the Holomua Design Committee. Construction must begin within thirty (30) days upon approval and be completed within a reasonable time period. If construction or placement of the improvements is delayed for any reason, please notify the Holomua Design Committee.

There may be a \$100.00 + tax/per hour fee for improvement requests which need to be reviewed by an architect hired by the Design Committee. The Design Committee will inform you if this fee is required. Please make payment to the Holomua. Mail or deliver application and fee to **Hawaiiana Management, Pacific Park Plaza, 711 Kapiolani Blvd Ste 700, Honolulu, HI 96813**. The Design Committee will review improvement applications only once per month. **Applications will be received at Hawaiiana Management up until 12:00 noon of the last day of the month and will be forwarded to the Design Committee.** Any applications submitted before the last working day of the month will be held at Hawaiiana Management until the last working day of the month. The Design Committee 30-day review period begins upon their receipt of the applications from Hawaiiana Management. If you have any questions, please call Hawaiiana Management at 593-6856.

Owner (s) Signature Date _____

Date _____

-----For Design Committee Use Only-----

Date Received: _____

Approved: Subject to the following conditions:

The Owner(s) must give a written notice of completion to the Design Committee for the above improvement (s).

Void after (date): _____

Disapproved: For the following reasons:

Holomua Design Committee:

Authorized Signature(s): _____ Date: _____

STORAGE UNIT GUIDELINES/RESTRICTIONS/RULES

The owner must abide by the Holomua House Rules and Bylaws.

The Holomua Manager or a staff member designated by the Holomua Manager and at the Holomua Manager's direction, has the right upon request and with the owner present to inspect the storage unit's contents.

Storage unit will be of the size and type of model as shown on the attached unless otherwise approved by the Board. This is the "Approved Storage Unit." Should the Approved Storage Unit no longer be manufactured, the Design Committee will evaluate available alternatives and designate a new Approved Storage Unit which most closely resembles the current Approved Storage Unit.

The unit must be placed within the designated area as shown on the attached in a manner as directed by the Holomua Manager. Should the unit move or be moved outside the designated area for any reason, the owner must reposition it back into the designated area immediately.

The unit cannot obstruct the parking space in any manner,

The unit must be properly maintained by the owner.

The unit will not contain any markings on the exterior other than what was originally stamped on it by the manufacturer.

The association is not responsible in any way for the unit. It is the sole responsibility of the owner to maintain the unit, ensure its safe keeping and that they abide by the rules.

The owner assumes all liability associated with the use and contents of the unit.

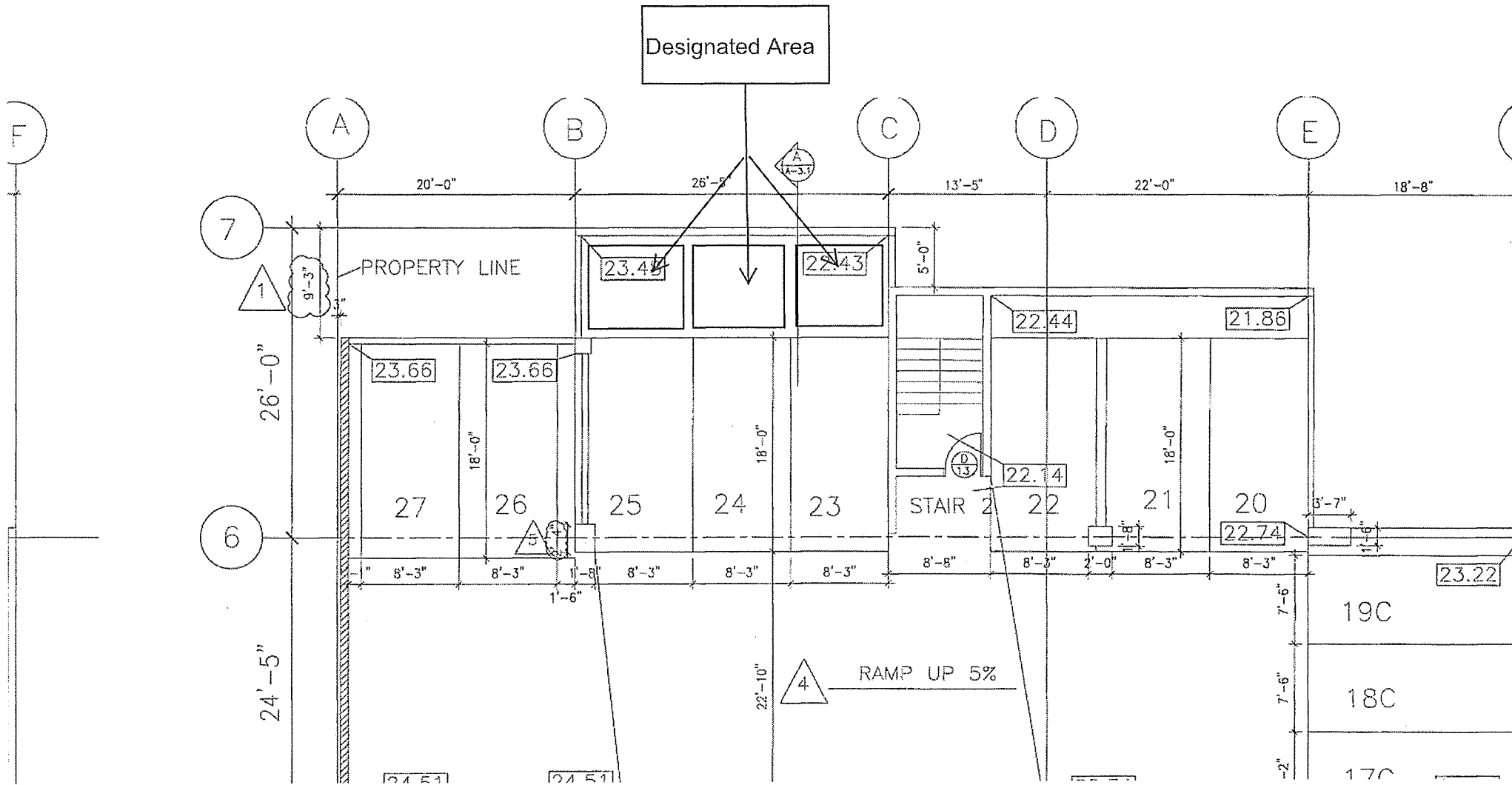
The unit cannot be attached to the building (floors, walls ceilings, etc.) in any way.

The unit cannot impede or adversely impact the use of the parking structure as it is deemed to be used.

The unit must be kept closed and locked at all times. The only exception is when an owner is placing something in the unit or taking something out of the unit.

The owners of the below parking spaces are allowed, at their expense, to place the Approved Storage Unit in the designated area:

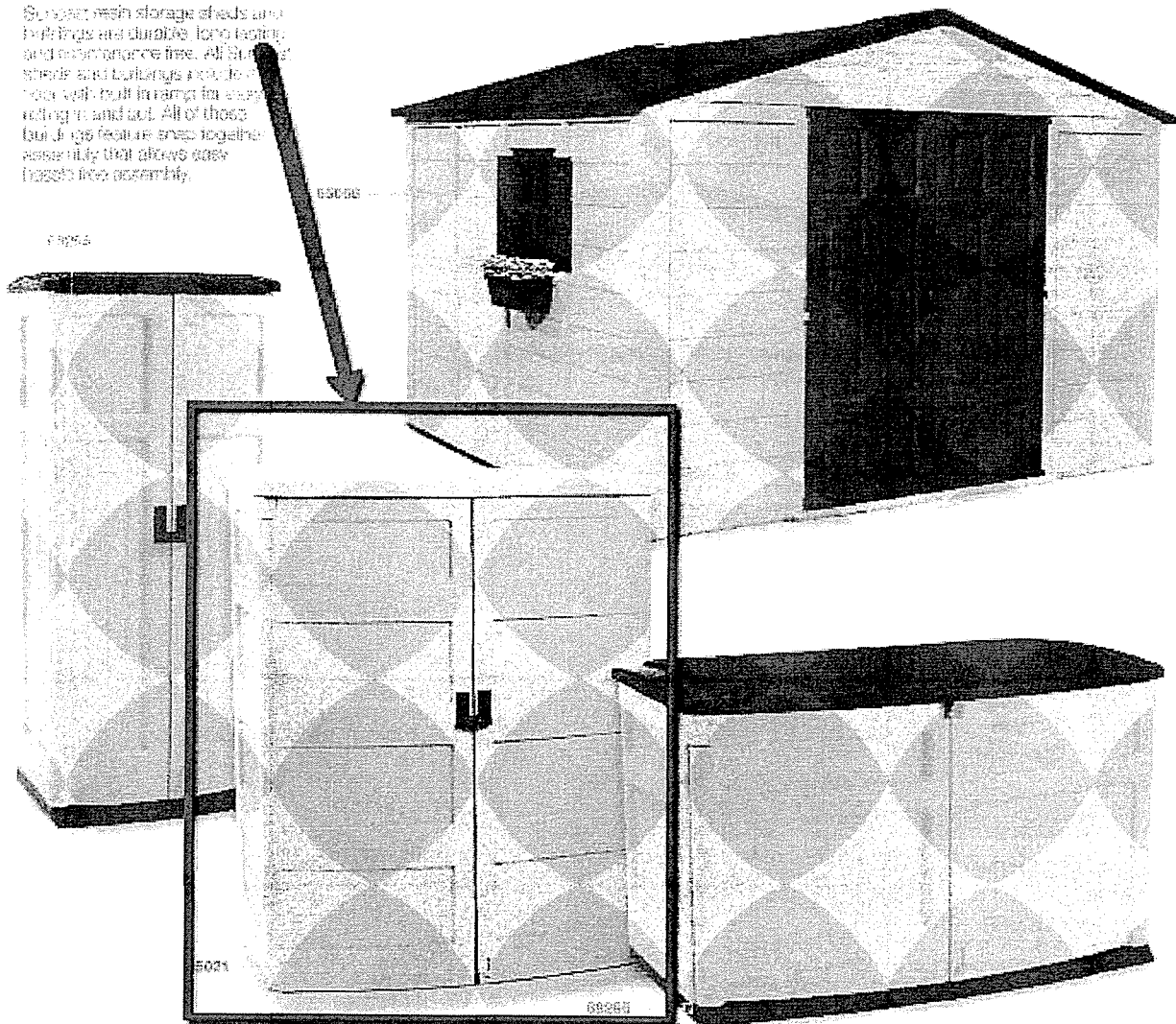
Parking Space		Parking Space
120		424
223		425
224		523
225		524
323		525
324		623
325		624
423		625



RESIN SHEDS AND STORAGE

SUNCAST RESIN SHEDS AND BUILDINGS

SunCast resin storage sheds and buildings are durable, long-lasting, and maintenance free. All SunCast sheds and buildings include a door with built-in ramp for easy loading and unloading. All of these buildings feature snap-together assembly that allows easy, hassle-free assembly.



BRAND	MODEL	BUILDING STYLE	EXTERIOR SIZE (WxD)	STORAGE AREA	DIMENSIONS (WxDxH)	WALL/DOOR/ROOF COLOR
SUNCAST	69295	VERTICAL STORAGE SHED	2'9" x 2'1"	20 CU FT CAPACITY	2'9" x 2'1" x 5'1"	TAUPE/TAUPE/BRONZE
SUNCAST	69696	HORIZONTAL STORAGE SHED	4'7-3/4" x 2'6-1/4"	20 CU FT CAPACITY	4'7-3/4" x 2'6-1/4" x 2'10-1/4"	TAUPE/TAUPE/BRONZE
SUNCAST	65021	VERTICAL STORAGE SHED	4'8" x 3'3/4"	60 CU FT CAPACITY	4'8" x 3'3/4" x 5'3/4"	TAUPE/TAUPE/TAUPE
SUNCAST	65056	STORAGE BUILDING	10'5" x 10'4-1/4"	625 CU FT CAPACITY	10'5" x 10'4-1/4" x 7'6-3/4"	TAUPE/BRONZE/BRONZE

Dimensions are approximate. Prior to assembly, make sure the building site is clear and level. (Professional assembly available. See an associate for details.) Building restrictions may apply. Check with local authorities for building codes prior to purchasing building. All Arrow buildings must be anchored.

ANTENNA INSTALLATION POLICY OF HOLOMUA

I. Background

This Antenna Installation Policy is adopted by the Board of Directors ("Board") of the Association of Apartment Owners of Holomua as an Addendum to the Project Rules in conformance with the rule of the Federal Communications Commission's commonly referred to as the Over-the-Air Reception Devices ("OTARD") Rule (47 C.F.R. Section 1.4000, et. seq.), as amended, governing the installation of certain types of antennas described below.

Important Notice: As set forth in Section II, Paragraph A below, not less than seven (7) days prior to the proposed installation of any antenna covered by the OTARD Rule, owners, residents and/or their retained installers must provide written notice to the Board (in care of the Manager). Any antenna controlled by the OTARD Rule installed in violation thereof must be removed and/or relocated at the sole expense of the unit owner. The installation of any antenna not covered by the OTARD Rule requires the prior written approval of the Board of Directors.

A. Existing Restrictive Covenants

To the extent the governing documents of the project and Chapter 514A and/or 514B, Hawaii Revised Statutes, also restrict installation of antennas, such restrictions will continue to apply to all installations of antennas except to the extent modified by the OTARD Rule, and any amendments thereto.

B. Antenna Installations Affected by the OTARD Rule:

Antennas currently covered by the OTARD Rule are:

(1)Antennas (1) used to receive direct broadcast satellite service, including direct-to- home satellite service, or to receive or transmit infrared wireless signals via satellite,¹ and (2) one meter or less in diameter; or

(2)Antennas (1) used to receive video programming services via multipoint distribution services, including multichannel multipoint distribution services, instructional television fixed services, and local multipoint distribution services, or to receive or transmit fixed wireless signals other than via satellite, and (2) one meter or less in diameter or diagonal measurement; or

FN1 In the case of an antenna that is used to transmit fixed wireless signals, the provisions of this Policy shall apply only if a label is affixed to the antenna that: (1) provides adequate notice regarding potential radiofrequency safety hazards, information regarding the safe minimum separate distance required between users and transceiver antennas; and (2) references the applicable FCC-adopted limits for radiofrequency exposure.

(3)Antennas used to receive over-the-air television broadcast signals; or

(4)A mast supporting an antenna described in paragraphs B(1), (2) or (3) above.

For purposes of this section, "fixed wireless signals" means any commercial non-broadcast communications signals transmitted via wireless technology to and/or from a fixed customer location. Fixed wireless signals do not include, among other things, AM radio, FM radio, amateur ("HAM") radio, Citizen's Band (CB) radio, and Digital Audio Radio Service (DARS) signals. Thus, for example, any broadcast antennas (ham radio antennas) will continue to be subject to any existing restrictions in the governing documents and Chapter 514A and/or 514B, Hawaii Revised Statutes. Furthermore, the OTARD Rule only covers antennas installed "on property within the exclusive use or control of the antenna user where the user has a direct or indirect ownership interest in the property." Antennas installed on property that is not within the exclusive use or control of the antenna user or property in which the antenna user does not have a direct or indirect ownership interest are not covered by the OTARD Rule.

II. Restrictions on Antenna Installation Affected by OTARD Rule

Antennas covered by the OTARD Rule may be installed only in accordance with the following restrictions:

- A. Any owner proposing to install an antenna shall provide the Board of Directors with written notice at least seven (7) days prior to installation. The notice shall include: a) the type of antenna including dimensions and other specifications; b) the name of the television service provider; c) plans showing the location of installation and the manner in which the antenna will be installed and cables will be run into the apartment. The owner, prior to installation, shall also provide the Association with a copy of any applicable required governmental permit.
- B. Except as provided herein with respect to limited common elements, antennas shall not be installed, used, or maintained on or in the common elements of the project. No antenna or mast may encroach upon any common element, any limited common element not within the antenna user's exclusive use and control, any other owner's apartment, or the air space of another owner's apartment or of a limited common element that is not within the antenna user's exclusive use and control.
- C. Except as otherwise provided herein and subject to the other provisions herein, antennas covered by the OTARD Rule may be installed, used, and maintained on or in limited common elements (as defined in the Declaration) which are appurtenant to and adjacent to the owner's apartment, provided, however, that:
 1. No antenna shall be installed, used, or maintained on or in a limited common element that is not within the exclusive use or control of the antenna user;
 2. No antenna shall be installed, used, or maintained, without the prior written consent of the Board, on or in any limited common element if the installation, use, or maintenance will involve a penetration through, alteration of, addition to, or modification of any limited common element that is not within the exclusive use or control of the antenna user and for any common element (general or limited) that the Association is required to repair and/or maintain.

- D. Subject to the provisions herein, antennas may be installed, used, and maintained in the apartments (as defined in the Declaration); provided, however, that no antenna shall be installed, used, or maintained in any apartment, without the prior written consent of the Board of Directors, if the installation, use, or maintenance will involve a penetration through, alteration of, addition to, or modification of any limited common element that is not within the exclusive use or control of the antenna user and/or any common element (general or limited) that the Association is required or permitted to repair and/or maintain.
- E. If acceptable quality signals can be received (or transmitted) by placing antennas and masts inside an apartment without causing an unreasonable delay or an unreasonable increase in cost, then outdoor installation is prohibited. In any event, antennas and masts shall be placed in locations which are not visible from the exterior of the project or the apartment itself unless such placement would impair the installation, maintenance, reception of acceptable quality signals, or use of the antennas, in which case the following requirements shall apply:
1. Antennas and masts shall be placed in the least visually obtrusive location which would not preclude reception (or transmission) of an acceptable quality signal.
 2. Antennas or masts may not extend beyond a lanai railing or exterior wall unless no acceptable quality signal may otherwise be received (or transmitted).
 3. The antennas and masts shall be painted to blend in with the surrounding background surfaces to the extent that this will not preclude reception (or transmittal) of an acceptable quality signal. No bare metal may be exposed.
 4. Exterior antenna wires shall be installed so as to be minimally visible.
 5. Antennas and masts shall be no larger nor installed higher than is absolutely necessary for reception of an acceptable quality signal. As used in this Antenna Installation Policy, "preclude reception of an acceptable quality signal" means that reception would be impossible or would be substantially degraded.
- F. Any installer of an antenna, other than the apartment owner, shall provide the Association with proof of such insurance as may be required by the Board from time to time. Masts must be installed by licensed contractors providing proof of such insurance as may be required by the Board from time to time.
- G. Owners shall not permit their antennas or masts to fall into disrepair or to become safety hazards. Owners shall be responsible for maintenance and repair of antennas and masts. Owners shall be responsible for repairing or replacement if the exterior surface of the antenna or mast deteriorates.

- H. Installation shall be performed in such a manner that it does not damage the common elements, limited common elements, apartments of other owners, or void any warranties of the Association or other owners. In the event that the Board of Directors reasonably determines that it needs to perform maintenance on the project which will require removal of any antenna, the owner shall remove the antenna. The Board of Directors shall give the owner at least thirty (30) days prior written notice, where practical to do so, in order that the owner may coordinate with his/her service provider. Any removal or relocation of an antenna required under this provision shall be performed by the owner at his/her sole cost and expense, and the Association shall not be liable for loss or inconvenience to the owner arising from the removal or relocation.
- J. No more than one antenna of each type of service may be installed by an owner.
- K. Antenna installations shall not present any safety concerns and shall comply with all applicable statutes, ordinances, codes, rules, and regulations promulgated by any governmental authority, including, without limitation, the obtaining of any permits required by such authorities unless those statutes, ordinances, rules or regulations have been preempted by the OTARD Rule and/or other applicable FCC Regulations. Installations of antennas or masts which present potential safety concerns require an application process. The FCC has recognized that safety concerns may be presented by masts higher than 12 feet. Safety concerns may also be presented by installation of any mast whose height exceeds the distance to neighboring property or public rights of way measured from the point of installation. Installation of such masts must be approved by the Board of Directors. Any application for these masts must include a detailed description of the structure and anchorage of the antenna and the mast, as well as an explanation of the necessity for a mast higher than 12 feet. If the installation will pose a safety hazard to Association residents or personnel, then the Board of Directors may prohibit such installation. The notice of rejection shall specify the safety risks. Antennas and masts shall not be located in the vicinity of power lines or other electric light or power circuits and in no event shall antennas or masts be placed where they may come into contact with such power lines or circuits. In order to prevent electrical or fire damage, antennas shall be permanently and effectively grounded. Antennas are required to withstand winds of 80 mph.
- L. Pursuant to the OTARD Rule, the Association reserves the right to petition the Federal Communications Commission for a waiver allowing the adoption of restrictions on antennas which would otherwise be preempted. In the event that such a waiver is granted, antenna installations which are not in compliance with such restrictions may be required to be brought into compliance within a reasonable time as determined by the Association, acting through its Board. Notwithstanding the foregoing, if the Association installs a central antenna on the property which satisfies the requirements of the OTARD Rule, then the restrictions on installations of antennas on the property by owners, as set forth in the governing documents and Chapter 514A and/or 514B, Hawaii Revised Statutes, shall be in full force and effect and owners will not be allowed to install antennas on the property except as may be approved in prior written approval granted by the Board.

- M. For additional current information on and/or amendments the OTARD Rule and its applicability, owners and residents should refer to the FCC OTARD Rule website at: <http://www.fcc.gov/mb/facts/otard.html>