

**MOKULANI**

**House Rules**

[NOTE: The information contained in these pages is important and concerns every occupant of MOKULANI. If an occupant cannot read English, he or she should have the document translated into his/her language. The Association reserves the right to amend these Rules and Regulations from time to time as may be deemed necessary and/or appropriate for the safety, care and cleanliness of the premises and for the comfort and convenience of all of the occupants of the project.]

TABLE OF CONTENTS

1. Terminology.....	1
2. Eviction Policy.....	1
3. Use of Unit.....	2
4. Occupany.....	2
5. Temporary Occupancy.....	2
6. Keys.....	3
7. Noise.....	3
8. Common Areas, Entrances, Lanais and Windows...4	
9. Trash and Refuse.....	6
10. Parking.....	6
11. Use of Pool and Pool Area.....	7
12. Building Maintenance and Repair.....	9
13. Penalties.....	10

The following House Rules are promulgated to promote harmonious living, to protect all occupants from annoyance and nuisance caused by improper use of the project premises, and to protect the value, reputation and desirability of MOKULANI.

The authority for these House Rules and their binding nature upon each owner, occupant, guest and user of the premises may be found in the Association's Declaration of Condominium Property Regime (the "Declaration") and Bylaws, as may be amended from time to time. For example, Article XIII, Section 1 of the Amended Bylaws provides as follows:

"Each owner recognizes the right of the Board, from time to time (after giving notice to all unit owners in the manner provided herein for the giving of notice for meetings and an opportunity to be heard thereon) to establish, amend and revoke such uniform rules and regulations as the Board may deem necessary for the management and control of the units and the common elements and limited common elements [514A-82(a)(9)], which rules and regulations may include provisions allowing the imposition of fines or other penalties or sanctions deemed appropriate by the Board after reasonable notice and an opportunity to be heard [514A-82(a)(18)], and each owner agrees that the owner's rights under this instrument shall be in all respects subject to the appropriate rules and regulations which shall be taken to be a part of these Bylaws; and each owner agrees to obey all such rules and regulations as the same now are or may from time to time be amended, and see that the same are faithfully observed by the invitees, guests, employees and tenants of the owner, and the rules and regulations shall uniformly apply to and be binding on all occupants of the units. Each unit owner, tenants and employees of the owner, and other persons using the property shall comply strictly with these Bylaws, such rules and regulations, and the covenants, conditions and restrictions set forth in the Declaration."

Unless authority is specifically reserved in the Board of Directors (the "Board") by the Declaration, Bylaws or these House Rules, the resident manager and/or property manager are authorized to enforce these House Rules. If a violation occurs and the resident manager or the property manager has approached the offender with no results, the matter will be brought to the attention of the Board for further action as appropriate in accordance with the powers and authority contained herein and in the Declaration and Bylaws.

## MOKULANI HOUSE RULES

1716 Keeaumoku Street  
Honolulu, Hawaii 96822

(Revised: \_\_\_\_\_)

### 1. Terminology

#### a. Residents:

All persons living at Mokulani - Owners, Tenants and Lessees

#### b. Non-Resident Owners:

Absentee owners living away from Mokulani

#### c. Agent:

Any real estate broker, company or individual who is empowered to act on behalf of any individual owner

#### d. Guests:

Persons who are located on the premises for a short period of time at the invitation of a resident

#### e. Managing Agent:

The management firm whose responsibilities and duties are outlined in the Mokulani By-Laws

#### f. Resident Manager:

Person or person authorized to exercise all duties set forth by the Managing Agent to include the full authority and responsibility to enforce the House Rules.

### 2. Eviction Policy

#### a. Warnings will be given concerning violations of the House Rules and By-Laws. After two (2) violations or warnings about a given rule or By-Laws, a fine of \$25.00 will be levied per violation of the same rule or bylaw.

#### b. If there is no improvement after repeated fines have been

issued or the fines are not paid. Appropriate legal remedies will be pursued by the Board of Directors to collect accrued fines and resolve the situation.

- c. Resident complaints should, whenever possible, be in writing and submitted to the Resident Manager.

3. Use of Unit

No commercial or business activities shall originate, be conducted or be carried out in any apartment. Each unit shall be used as a residence for a single family and for no other purpose.

4. Occupancy

- a. The number of occupants of each apartment shall not exceed the maximum allowable under the Housing Code of the City and County of Honolulu.
- b. The Resident is responsible at all times for the reasonable conduct of his Guests, and self. Any Resident who is requested by the Managing Agent to take action respecting the conduct of himself or his Guests shall promptly comply therewith.
- c. An absentee Owner, at his expense, shall have an Agent, friend or maid conduct periodic inspections of a closed apartment assuming responsibility for the contents thereof.
- d. No fur bearing or loud animals (including dogs, cats and other flea bearing animals, commonly accepted as household pets) shall be allowed or kept in any part of the Condominium; PROVIDED, HOWEVER, that these House Rules shall not be construed or applied in such a manner to prohibit or restrict in any manner the keeping or use of a guide or signal dog by a handicapped person requiring such services.

5. Temporary Occupancy

- a. Subject to the terms of his Apartment Deed and the By-Laws of the Association, an apartment Owner may lease or rent his apartment to other persons or make it available to friends. The person leasing, renting or living in the apartment shall abide by the By-Laws of the Association and these Rules. The Owner shall assume responsibility for such a Resident's conduct. The Owner must notify the Resident Manager of the names and length of anticipated occupancy of Lessees, Renters or Guests and must deliver to Lessees, Renters or Guests a copy of these Rules.

- b. Since each apartment Owner shall be responsible for the conduct of any such Lessee, Renter or Guest, if the apartment Owner is unable to control the conduct of the Lessee, Renter or Guest(s) and such a person(s) fails to observe all of the provisions of the By-Laws and/or these Rules, the apartment Owner shall, if so requested by the Board of Directors or the Managing Agent, immediately remove the Lessee, Renter or Guest from the premises, without compensation for lost rentals or any other damage resulting therefrom.
- c. Each apartment Owner shall be responsible for designating a local Agent to represent his interest if his residence is not located on the Island of Oahu or if he will be absent from the apartment for more than thirty (30) days. In such circumstances, the Owner shall file with the Resident Manager his out-of-town address and telephone number as well as the telephone number of his Agent.
- d. No apartment shall be rented for a period of less than one (1) month. There shall be no exceptions to this rule.

6. Keys

- a. The Resident Manager is not required to enter or to give access to any apartment without the written permission of it's Owner/Resident except in cases of emergency where prompt action is required to prevent/limit damage to common elements or other apartment units.
- b. Security keys for the elevator, gates and stairway are available from the Managing Agent. Two (2) keys per apartment are available upon request. Additional keys beyond the first two require a \$50.00 deposit per key, which is refundable upon return of the key(s). The loss of a security key shall be promptly reported to the Resident Manager. Replacement keys will be charged at the rate of \$50.00 per key. Deposits are forfeited for lost keys.

7. Noise

- a. No apartment Owner or Resident shall make or permit to be made any noise in the unit or the common elements by himself, his family or Guest(s) which would annoy or interfere with the rights, comforts and convenience or other apartment Owners or Residents. Quiet hours (minimum noise) are between 10:00 p.m. and 8:00 a.m., Friday, Saturday and Holidays for the consideration of resting neighbors. In particular, this applies to loud social gatherings, family fights, musical instruments, TV sets, radios, stereos, etc.

- b. No workmen shall be allowed to commence work in the building before 8:00 a.m. or after 7:00 p.m., except in cases of emergency where prompt action is required to prevent/limit damage to common elements or other apartment units.
- c. Any time police are called to an apartment for cause; i.e., excessive noise, threats, family disturbance, spouse abuse, etc., a fine will be levied against the Owner in accordance with the Penalties section of these House Rules.

8. Common Areas, Entrances, Lanais and Windows

- a. All damages to any part of the building or grounds, including the elevator, floors, walls, doors, ceilings, shrubbery, fences, public areas, etc., by an Owner or Resident, a member of their family or their Guest(s), shall be the responsibility of the Owner or Resident. Such damage will be repaired at the expense of the responsible Owner or Resident.
- b. No Resident shall place, store or maintain in the halls, lobbies, stairways, walkways, grounds or other common elements any furniture, packages or objects of any kind, including potted plants, or otherwise obstruct transit through such common elements.
- c. No textile items, including towels, bathing apparel and clothing, nor any brooms, mops, cartons or other objects shall be placed on lanais, in passages or in windows so as to be in view from outside the Condominium building or from the apartments above.
- d. Nothing shall be thrown from lanais, windows and entrance balconies. Cigarettes and matches, especially, are fire hazards. No barbecuing shall be allowed on the entrance balconies or lanais. Throwing fireworks from balconies or lanais or the exploding of any fireworks anywhere within the complex is also expressly prohibited.
- e. No shoes, slippers, laundry or other articles shall be left in view at front entrances. Tasteful door mats in good repair, shall be allowed. Doormats shall not be affixed permanently to the walkway surface. Doormats shall be removed by Residents whenever given notice by the Resident Manager of scheduled walkway cleaning.
- f. At least twenty-four (24) hours advance notice must be given the Resident Manager when household goods or large items of furniture are to be moved through corridors, stairways and elevators.

- g. No solicitation or canvassing ,except on Association business, will be allowed in the complex at any time.
- h. Furniture placed in any common area is for use in that specific area and must not be moved therefrom.
- i. Curtains and drapes shall be white, ivory or cream colored.
- j. All items of personal property including baby carriages/strollers, bicycles, surfboards, etc. shall not be left or allowed to stand on any of the premises, other than within the confines of an apartment or any storage area assigned for that purpose.
- k. Radio or TV antennas shall not be erected outside the physical confines of the apartment.
- l. No signs, signals, advertisement or lettering shall be inscribed or exposed on or at any window or other part of the building, nor shall anything be projected out of any window or lanai, except as approved in writing by the Board of Directors. Holiday decorations in good taste and repair shall be allowed.
- m. So as to present a uniform appearance to the exterior of the building lanais shall be covered with roller shades or left open with no other covering allowed. Air conditioning units or other projections shall not be attached to the outside walls of the building or to the exterior of any door or the lanais. No alteration to the exterior of the building will be made without the written approval of the Board of Directors. Lanai areas may be enclosed only with the prior approval of the Board of Directors using materials and colors specified by the board.
- n. Potted plants which do not project out, beyond or above the lanai confines may be used thereon. Containers shall be placed under all plants to avoid water dripping onto apartments/parked vehicles below. The watering of plants and the sweeping/mopping of lanais, walkways and adjacent areas shall be accomplished in a manner that will not create a nuisance to persons residing in lower or adjacent apartments, or to persons on the grounds of the premises.
- o. The roof shall not be used for any purpose whatsoever.
- p. Only furniture appropriate to lanais may be used thereon. No appliances such as dryers or washing machines shall be stored thereon unless the lanai has been enclosed and the appliance remains out of view and does not create or cause any additional noise, vibration or disturbance.



9. Trash and Refuse

- a. Dry garbage is to be enclosed in paper or plastic containers. Wet garbage should be run through the disposal or securely enclosed in rip-proof plastic bags. All trash and garbage shall be deposited in locations designated for such purpose.
- b. Special care should be exercised to avoid injury to yourself or others when disposing of glass items. Such trash should be wrapped and properly disposed of so as not to constitute a hazard.
- c. Newspapers are to be neatly stacked on the garbage room floors for pick up.
- d. It is the responsibility of the Owner or Resident to carry to the outside trash collection area those items that will not fit in garbage closets. For those who are infirm or aged, the Resident Manager will pick up such items by prior arrangement.
- e. Arrangements for city refuse pick-up of bulky items must be made by Residents.

10. Parking

- a. Each condominium apartment will have assigned an appurtenant parking space. Residents will not use any space other than those assigned to their apartments unless an agreement is made with another Owner or Resident for the use of their appurtenant parking space. All such arrangements will be registered in writing with the Resident Manager.
- b. No cars may be parked or left unattended in any driveway or other area designated as a "No Parking Zone."
- c. The apartment Owner shall advise the Resident Manager in writing of the type of vehicle and license number being used by his Lessee, Tenant or long-term Guest who is using his stall.
- d. When having work performed in their apartment the Owner or Resident is to advise tradesmen to use their assigned parking space to avoid having their vehicle towed.
- e. Automobiles shall be centered in parking spaces so as to prevent crowding of adjacent spaces or blocking of passages. No vehicle shall be parked in a parking space if the vehicle measures more than 8' by 18' in size.

- f. It is the Resident's responsibility to inform Guests not to park in vacant parking spaces.
  - g. Violators of parking regulations shall have their cars towed away at their own expense. If the violator is a Lessee, Renter or Guest of a Resident, the Resident and the Owner of the condominium apartment shall be jointly and severally responsible for payment of the towing and storage charge.
  - h. Owners washing, cleaning or polishing cars on the premises shall thoroughly clean the area used after completion of the work. At no time will any parking space other than their own be used for such purposes. Car washing must be performed in a manner such that no water damage occurs to common areas or to the apartments of others.
  - i. Extensive repairs of a motor vehicle or any other equipment shall not be permitted. Projects worked on during the day in the parking lot must be completely cleaned up by the end of the day.
  - j. All vehicles must be in operable condition (including current registration and safety sticker) for removal in case of emergencies or building maintenance.
  - k. Boats and/or trailers shall not be parked anywhere on the property.
  - l. Parked vehicles are not to be used for storage purposes. Car hoods and trunks are to remain closed.
  - m. Parking of bicycles will be in the bicycle rack provided for this purpose and in no other common area.
  - n. Powered scooters/mopeds are to be parked within the appurtenant parking space assigned the owner and in no other common area. They are to be parked in such a manner so as to prevent crowding of adjacent spaces or blocking of passages.
  - o. Vehicles shall move at 5 miles per hour or less while in the parking lot.
  - p. Parking areas may not be used for any recreation (i.e., ball playing, riding bicycles. etc.)
11. Use of Pool and Pool Area
- a. The Board strongly recommends that children under the age of 12 not be allowed to use the recreation area/pool

without the presence of a responsible adult. **THERE IS NO LIFEGUARD AT THE POOL.** Consequently, the use of the recreation/pool area is at the sole risk of the user, and the Association does not assume responsibility, nor shall it be deemed liable, for harm or injury to anyone using the said area.

- b. No swimming is allowed from 8:00 p.m. to 8:00 a.m.
- c. Glass or breakable containers are prohibited in the pool area.
- d. Scuffling and horseplay either around or in the pool and disrespect for Resident's peace and quiet shall not be permitted.
- e. The use of the pool area shall be limited to Residents and their Guests. However, only two (2) Guests of a Resident may use the recreation area/pool at any one time, except by prior arrangement with the Resident Manager. The use of the covered table and barbecue may be reserved by arrangement with the Resident Manager on a first come, first served basis.
- f. Inner tubes, mats, diving and other gear shall not be used in and around the pool at crowded times, when their use would be hazardous or annoying to others using the pool. No styrofoam materials shall be allowed in the pool.
- g. Showers shall be taken before entering the pool.
- h. Any person having any transmittable skin disease, sore or inflamed eyes, nasal or ear discharges or any communicable disease shall not use the pool.
- i. Spitting and blowing the nose in the pool area are strictly prohibited.
- j. All suntan oil, sand and other such material must be removed before entering the pool.
- k. All hairpins and other such material shall be removed before entering the pool.
- l. Only appropriate swimming apparel (swim suits) will be worn in the pool.
- m. All persons shall dry themselves before leaving the pool area.
- n. All persons shall comply with the requests of the Resident

Manager in respect to matters of personal conduct in and about pool and common area. The Resident Manager has the authority to prohibit persons from using the recreation area who violate the aforementioned rules.

- o. Littering of the common areas will be subject to a \$25.00 fine.

12. Building Maintenance and Repair

- a. All of the common elements, including but not limited to the exterior surface of the building, doors, passageways, and grounds, shall be used and decorated only as permitted by the Board of Directors. No alterations, installations, repairs or any changes of any nature whatsoever shall be effected to the exterior surfaces of the building, including lanais and the installation of permanent blinds, and thereafter maintained without the prior written approval of the Board of Directors.
- b. The Board of Directors shall be responsible for the repair and maintenance of the exterior of the building, passageways and doors, except for the inside of condominium unit doors. The maintenance and upkeep of the condominium door interiors and lanai floors are not the responsibility of the Board of Directors. Where said exterior surfaces, passageways, fences, shrubbery and other areas are damaged deliberately or as a result of the negligence of any Resident or Guest(s), then the unit's Owner shall be responsible for the prompt payment of the cost of repairs.
- c. Requests for repairs and maintenance shall be submitted to the Board of Directors through the Managing Agent. The Board of Directors shall determine whether the requested repairs and/or maintenance are the responsibility of the Association of Apartment Owners. Decisions of the Board in this respect may be appealed to the Board of Directors in writing within ten (10) days following its action.
- d. The repair and maintenance of apartment interiors and windows is the responsibility of each Owner. Respective Owners are responsible to maintain their apartments and the equipment and fixtures therein located in such manner so as not to cause damage to other apartments, the common elements or to interfere with the rights of enjoyment to which other Residents are entitled. The Board of Directors shall repair damage caused by breaks in the main utility lines. In the event a Resident causes damage to another apartment or common area, the apartment Owner shall be financially responsible for all necessary repairs.

- e. Owners may not make any change(s) that affect any common elements (any part of the water, sewer, electrical or building structure, including load bearing walls) that service more than the individual Owner's unit without the written approval of the Board of Directors.
- f. Notwithstanding any other provision of these House Rules to the contrary, a handicapped owner or occupant shall have the right, pursuant to reasonable design and procedural requirements made by the Board of Directors, to make, at his/her expense, such reasonable modifications to a unit and to the common elements which may be necessary to allow such person full enjoyment of the project.

13. Penalties

- a. The following penalties shall be assessed for a violation of these House Rules within any consecutive 12-month period. The penalties shall be assessed per each incident or per each 24 hours of a continuing violation:

First Violation	Citation
Second Violation (same rule)	Citation, plus \$25.00 assessment
Third Violation (same rule)	Citation, plus \$50.00 assessment
Fourth Violation (same rule)	Citation, plus \$100.00 assessment
Fifth Violation (same rule)	Citation, plus referral to Association's attorney for necessary legal action

- b. Unpaid monetary assessments imposed under this Section 12 shall be treated the same as delinquent common expenses under Chapter 514A of the Hawaii Revised Statutes, as amended.
- c. Upon the failure of a tenant, occupant or guest to pay any assessment due under this Section, the unit owner's account will be debited in such amount or amounts. The failure of the owner to pay such amount or amounts after notice may, at the discretion of the Board, result in the recordation of a lien and/or a foreclosure action against the unit. In any case, attorney's fees and costs incurred by the Association in the enforcement of these House Rules shall be considered as common expenses imposed against the unit, and shall be lienable and recoverable against the owner pursuant to Chapter 514A, HRS, the same as common expenses.

## MOKULANI BUILDING RULES

### Terminology

#### RESIDENTS

ALL persons living at Mokulani - Owners, Tenants and Lessees.

#### NON-RESIDENT OWNERS

Absentee Owners living away from Mokulani.

#### AGENT

Any real estate broker, company, or individual who is empowered to act on behalf of any individual Owner.

#### GUESTS

Persons who are located on the premises for a short period of time at the invitation of a Resident.

#### MANAGING AGENT

The management firm whose responsibilities and duties are outlined in your By-Laws. Tropic Shores Realty, Ltd.

#### RESIDENT MANAGER

Person or persons authorized to exercise all duties set forth by the Managing Agent to include the full authority to enforce the House Rules.

## BUILDING RULES

for

MOKULANI

To provide the maximum enjoyment of living and owning at Mokulani, these Building Rules are designed to avoid any situation which might cause unnecessary discomfort and inconvenience for all concerned. The intent and purpose is to protect all Residents, Nonresident Owners, and their Tenants from annoyance and nuisance caused by the improper use of the premises. The full authority and responsibility of administering these Building Rules has been delegated to the Managing Agent by your Board of Directors. The Resident Manager has been given the authority by the Managing Agent for the "on site" enforcement of these Building Rules.

Your cooperation in observing all of the Building Rules will avoid any confusion and possible embarrassment. Complaints and reports of violation should be immediately directed to the Resident Manager rather than to the violator.

Simply stated, these Building Rules are basically tailored around the "Golden Rule".

The Building Rules are to become part of ANY and ALL Rental Agreements.

The legal basis for the Building Rules is paragraph 14 of the BY-LAWS OF ASSOCIATION OF APARTMENT OWNERS OF MOKULANI CONDOMINIUM PROJECT, A HORIZONTAL PROPERTY REGIME. Paragraph 14 states:

"The Board has the right from time to time to establish and amend such uniform rules and regulations (Hereinafter called "Building Rules"), as the Board may deem necessary for the management and control of apartments and the common elements and the Owner agrees that the Owners' rights under this instrument and the Declaration shall be in all respects subject to such Building Rules, which shall be taken to be a part hereof; and the Owner agrees to obey all such Building Rules, as the same now are or may from time to time be amended, and see that the same are faithfully observed by the invitees, guests, employees and undertenants of the Owner; and such Building Rules shall uniformly apply to and be binding upon all occupants of apartments in the building. The Owner acknowledges notice of such Building Rules."

1. No commercial or business activities shall originate, be conducted or be carried on in any apartment.

2. The Building shall be operated as a residential apartment building and not as a hotel, and to this end no apartment may be rented for a period of less than ninety (90) days without prior Board approval.

3. Each apartment Owner is charged with the responsibility of providing the Resident Manager with the name and length of stay of any person or persons the Owner has authorized to reside in his apartment, whether by lease or as a weekend guest, only when occupant is not in residence.

4. All Owners and/or Occupants (Renters) shall notify the Resident Manager of the name, address and telephone number of the person and/or physician to be notified in case of emergency.

5. The Resident Manager, as designated by the Board of Directors, shall retain a master key to all the apartments. If a lock is altered and/or a new lock installed, a duplicated key shall be made available for the Mokulani Lock Box as maintained by the Resident Manager. All residents are requested to have duplicate keys maintained in the Lock Box.

6. No employee hired by the Board of Directors can be asked to leave the building premises to conduct private business for an Owner or Occupant of an apartment.

7. All damages to any part of the building or grounds, including elevator, floors, walls, doors, ceilings, shrubbery, fences, public areas, etc., by an Owner or Occupant, member of their family, or their guest(s), shall be the responsibility of the Owner or Occupant, and such damage will be repaired at the expense of the Owner or Occupant responsible.

8. Noise:

a. No apartment Owner or Occupant shall make or permit to be made any noise in the building by himself, his family or invitees of himself or his family which would annoy or interfere with the rights, comforts and convenience of other apartment Owners or Occupants. Quiet hours (minimum of noise), are between 10:00 p.m. and 8:00 a.m., Sunday through Thursday, and between midnight and 8:00 a.m. on Friday, Saturday and Holidays for the consideration of resting neighbors. In particular, this applies to loud social gatherings, TV sets, radios, musical instruments, etc.

b. No workmen shall be allowed in the building before 8:00 a.m., or after 7:00 p.m., except in emergency cases.



9. Common Areas, Entrances, Lanais and Windows:

a. No apartment Owner or Occupant shall place, store or maintain in the halls, lobbies, stairways, walkways, grounds or other common elements any furniture, packages or objects of any kind or otherwise obstruct transit through such common elements.

b. No textile items, including towels, bathing apparel and clothing, nor any brooms, mops, cartons or other objects shall be placed on balcony/lanais or passages or in windows so as to be in view from outside the Condominium building or from the apartments above.

c. Nothing shall be thrown from balcony/lanais, windows and entrance balconies. Cigarettes and matches, especially, are a fire hazard. No fires or barbequeing shall be allowed on the balcony/lanai. The throwing of firecrackers from balcony/lanais and the exploding of any fireworks anywhere within the complex is also expressly prohibited.

d. No shoes, slippers, laundry or other articles shall be left in view at front entrances.

e. All trash and garbage (wrapped/not wet) shall be deposited in locations designated for such purpose.

f. Advance notice must be given the Managing Agent when household goods or large items of furniture are to be moved through corridors, stairways, and elevators.

g. No solicitation or canvassing will be allowed in the complex at any time.

h. Furniture placed in any common area is for use in that specific area and must not be moved therefrom.

i. Curtains and drapes shall be white, ivory or cream colored.

j. All items of personal property, including baby carriages, bicycles, surfboards, etc., shall not be left or allowed to stand on any of the premises, other than within the confines of an apartment or any storage area assigned for that purpose.

k. Radio or TV antennas shall not be erected outside the physical confines of the apartment.

l. No signs, signals, advertisement or lettering shall be inscribed or exposed on or at any window or other part of the building, nor shall anything be projected out of any window, except as approved in writing by the Board of Directors.

m. Awnings covering lanai areas must be white. Air conditioning units or other projections shall be attached to outside walls of the building or to the exterior of any door or on the lanais, and no alterations of the exterior of the building will be made without the prior written approval of the Board of Directors.

n. Only furniture and potted plants appropriate to lanais may be used thereon. Containers shall be placed under all plants to avoid water dripping to apartment below.

o. The watering of plants and the sweeping/mopping of lanais and adjacent areas shall be accomplished in a manner that will not create a nuisance to persons residing in lower or adjacent apartments or to persons on the grounds of the premises. Articles will NOT be thrown off lanais.

p. A lockout fee of \$25.00 will be paid the Resident Manager from 10:00 p.m. to 6:00 a.m.

q. Roofs shall not be used for any purpose whatsoever.

#### 10. Trash and Refuse:

a. Garbage is to be enclosed in paper or plastic containers. Wet garbage should be run through the disposal as its drippings soil the walkways.

b. Special care should be exercised to avoid injury to yourself or others when disposing of glass items.

c. Stack newspapers neatly on the garbage locker floor.

d. It is the responsibility of the Owner or Occupant to carry to the outside trash bin items that will not fit in the garbage closets. For those who are infirm or aged, the Resident Manager will pick up such items by prior arrangement.

#### 11. Parking:

a. Each apartment may have appurtenant an parking space and residents shall not use any space(s) other than those assigned to their apartments.

b. No cars may be parked or left unattended in any driveway or other area designated as a no parking zone.

c. The apartment Owner shall advise the Resident Manager of the type of vehicle and license number being used by his Lessee, Renter or long term guest.

d. When workmen are performing work on an apartment, the Owner shall advise them to use his parking space.

e. Automobiles shall be centered in parking spaces so as to prevent crowding of adjacent spaces or blocking of passages.

f. It is the responsibility of each apartment Owner to inform his guests not to park in vacant spaces unless arrangements have been made for such use.

g. Violators of parking regulations shall have their cars towed away at their own expense. If the violator is a Lessee, Renter or Guest of an apartment Owner, the Occupant and Owner of the apartment shall be jointly and severally responsible for payment of the towing and storage charge.

h. Owners washing, cleaning or polishing cars on the premises shall thoroughly clean the area used after completing work. At no time will any space other than their own be used for such purposes. Car washing must be performed in a manner such that no water damage occurs to common areas or the apartments of others.

i. Extensive repairs of a motor vehicle, boat, surfboard or any other equipment shall not be permitted.

## 12. Use of Pool and Pool Area:

a. Children under the age of 12 will not be allowed to use the pool without the presence of a responsible older person.

b. No swimming is allowed between the hours of 9:00 p.m. and 8:00 a.m.

c. To avoid the danger of broken glass, glass or breakable containers are prohibited in the pool area.

d. Residents shall be responsible for the conduct of their children and guests at all times. Scuffling or horseplay, either around or in the pool, inconsiderate splashing when diving or jumping into the pool and disrespect for residents' peace and quiet shall not be permitted.

e. Use of the pool and pool area shall be limited to residents and guests. However, only two guests of the resident of any apartment will be authorized the use of the pool at any one time --- except by prior arrangement with the Resident Manager. The use of the covered table and barbeque area may be reserved by arrangement with the Resident Manager on a first come, first served basis.

f. Inner tubes, mats, diving and other gear shall not be used in and around the pool at crowded times when their use would be hazardous or annoying to others using the pool. No styrofoam materials shall be allowed in pool.

g. Showers shall be taken before entering the pool.

h. Any person having any skin disease, sore or inflamed eyes, nasal or ear discharges or any communicable disease shall be excluded from the pool.

i. Spitting and blowing the nose in the pool area are strictly prohibited.

j. All suntan oil, sand and other such material must be removed before entering the pool.

k. All bobby-pins, hairpins and other such material shall be removed before entering the pool.

l. No occupants of the apartments under the age of 16 shall be permitted to entertain guests in the pool or poolside area unless said guests are under the poolside supervision of a parent or occupant-guardian of the minor occupant.

m. Only appropriate swimming apparel (swim suits) will be worn in the pool.

n. All persons shall dry themselves before leaving the pool area.

o. All persons shall comply with the requests of the Managing Agent respecting matters of personal conduct in and about the pool and common area. The Resident Manager has authority to prohibit persons from using the pool who violate the above rules.

### 13. Building Maintenance and Repair:

a. All of the common elements, including but not limited to the exterior surfaces of the building, doors, passageways, and grounds, shall be used and decorated only as permitted by the Board. No alterations, installations, repairs or changes of any nature whatsoever shall be effected to the exterior surfaces of the building, including lanais, and thereafter maintained without the prior written approval of the Board.

b. The Board shall be responsible for the repair and maintenance of the exterior surfaces of the buildings, passageways and doors (except doors of condominium units). The maintenance and upkeep of condominium unit doors and lanai floors are not the responsibility of the Board. Where said exterior surfaces, passageways, fences, shrubbery and other areas are damaged deliberately or as a result of the negligence of any Occupant or Guests, then such Occupant shall be responsible for the prompt payment of the cost of the repairs. The Board shall repair damage caused by breaks in the main utility lines. In the event an Occupant causes damage to another apartment or other areas, he shall be financially responsible for all necessary repairs.

c. Requests for exterior repairs and maintenance shall be submitted to the Managing Agent, who shall determine whether the requested repairs and/or maintenance concerned are the responsibility of the Board or the Occupant. Any decision of the Managing Agent may be appealed to the Board in writing within ten (10) days following the Agent's decision.

d. Repair and maintenance of apartment interiors are the responsibility of each Occupant. It is the responsibility of the respective Occupants to maintain their apartments and the equipment and fixtures therein located in such manner as not to cause damage to other apartments or the common elements or to interfere with the rights of enjoyment to which other Occupants are entitled.

#### 14. Occupancy:

a. Two bedroom units shall be occupied by not more than 4 persons.

b. Three bedroom units shall be occupied by not more than 5 persons.

c. All Occupants on the fourth floor and above must be no less than 8 years of age. Occupants on second and third floors may be of any age.

d. The Occupant is responsible at all times for the reasonable conduct of his guests. Any Occupant who is requested by the Managing Agent to take action respecting the conduct of himself or his guests shall promptly comply therewith.

e. An absentee Owner, at his expense, shall have an agent, friend or maid conduct periodic inspections of a closed apartment, assuming responsibility for the contents thereof.

f. No animals whatsoever (including dogs, cats and other animals, commonly accepted as household pets) shall be allowed or kept in any part of the Condominium.

g. Apartment Owners and the Occupants of the apartments shall be responsible for the conduct of their children at all times, ensuring that their behavior is neither offensive to any Occupant of the Condominium building nor damaging to any portion of the common elements. In any case, guests who are children twelve years of age and under shall not be permitted in the recreation area unless accompanied by an adult. Children will not be permitted to play in corridors or parking areas.

15. Temporary Occupancy:

a. Subject to the terms of his Apartment Deed and the By-Laws of the Association, an apartment Owner may lease or rent his apartment to other persons or make it available to friends, but the person or persons leasing, renting or living in the apartment shall abide by the By-Laws of the Association and these Rules, and the Owner shall assume responsibility for such an Occupants' conduct. The Owner must notify the Managing Agent of the names and length of anticipated occupancy of Lessees, Renters or Guests and must deliver to Lessees, Renters or Guests a copy of these Rules.

b. Since each apartment Owner shall be responsible for the conduct of any such Lessee, Renter or Guest, if the apartment Owner is unable to control the conduct of the Lessee, Renter or Guest and such a person fails to observe all of the provisions of the By-Laws and these Rules, the apartment Owner shall, if so requested by the Board of Directors or Managing Agent, immediately remove the Lessee, Renter or Guest from the premises, without compensation for lost rentals or any other damage resulting therefrom.

c. Each apartment Owner shall be responsible for designating a local agent to represent his interest if his residence is outside of Hawaii or if he will be absent from the apartment for more than thirty days. In such circumstances, the Owner shall file with the Managing Agent his out-of-town address and telephone number and the telephone number of his agent.

d. The Resident Manager is not required to give access to any apartment without the written permission of its Owner.