

Mauna Luan Rules Review Committee

A Committee with the General Manager and the Board of Directors conducted an initial revision to the *Mauna Luan House Rules* from 2020 for this draft by restructuring the existing content, expanding guidance relevant to contemporary community concerns, and reconsidering enforcement for timeliness.

Between each subsequent phase of review, the committee will update the draft Rules.

1. Community input and interests

The draft update is provided on the Mauna Luan website for community perspective as a step towards final review. Meetings will support input and content review for specific sections of the draft. Input is welcome by email or to the written material dropped at the Mauna Luan office.

<i>Content review is divided by month.</i>	<i>Feb</i>	<i>Mar</i>	<i>Apr</i>
Committee Approach			
<i>Definitions</i>	×		
<i>Article I. Enforcement</i>			×
<i>Article II. General</i>	×		
<i>Article III. Key Policies</i>	×		
<i>Article IV. Common Elements</i>	×		
<i>Article V. Vehicles, Vessels, Drones, and Parking</i>	×		
<i>Article VI. Sound and Noise</i>		×	
<i>Article VII. Animals</i>		×	
<i>Article VIII. Barbecue Areas</i>		×	
<i>Article IX. Recreation Building</i>		×	
<i>Article X. Swimming Pool Areas</i>		×	
<i>Article XI. Golf Putting Area</i>		×	
<i>Article XII. East and West Tower Lobby Areas</i>		×	
Specific concerns and cases			×

- Objective: Align the guidance for expectations, behaviors, and enforcement for our shared community
 - Are the rules clearly written for people to understand expectations?
 - Are the rules clearly constructed for Security staff to express and write citations?
 - Does enforcement address risk and exploitative behavior?
- Consider scenarios and wording from the updated draft to understand types of responses.
Any commentary on preferences for community behavior must be tied to specific articles and sections of the rules or will not be accepted.

2. Legal review to address similar cases and potential concerns

3. Board of Directors vote to publish

AOAO MAUNA LUAN, INC.

HOUSE RULES

These House Rules of the Association of Apartment Owners of the Mauna Luan, Inc., support the shared and individual quality of life at the property. The owners and residents of the Mauna Luan span ages and interests. Inevitably, Rules codify the compromises of the many different interests of these residents. The extensive shared spaces such as ours especially require mutual consideration throughout the community.

Our House Rules cannot envisage every possible situation. If you see violations of our House Rules, please let Management or Security know: call, write, or visit the office. The Management Office invites questions and suggestions. Help us make the Mauna Luan a safe and pleasant place to live.

SOME SPECIFIC NOTES:

1. The Mauna Luan, a full-time residential condominium, is not intended to be used for short term occupancy. Paragraph E of the Declaration prohibits all leases for less than 90 days. Owners bear responsibility for occupancy restrictions before and when obligating their property to others, including fines per Ordinance 19-18 of the City and County of Honolulu.
2. Each occupant owner and occupant lessee bears legal and financial responsibility for compliance with the House Rules, including supervision of guests and addressing damages. No lifeguard services, equipment instruction, or safety supervision exists for the facility. The Association, the Board of Directors, and all agents and employees thereof shall not be liable for loss or damage to personal property, injury, or death of any person on the property.
3. The Mauna Luan was designed as an open-air living facility with extensive shared community spaces. Please be considerate of your neighbors at all times, including both recreationally and daily routines. The Mauna Luan is a non-smoking and no-dog property. Violations of both safety and community standards are addressed with immediate concern.
4. The Mauna Luan uses surveillance cameras in our elevators and elsewhere on the premises, in support of property protection and House Rules enforcement. Unless permission is given by the management, security, or Board of Directors, no persons may use equipment to monitor or surveil common areas or persons within them, including specialty doorbells.

**HOUSE RULES
OF THE
ASSOCIATION OF APARTMENT OWNERS OF THE MAUNA LUAN, INC.**

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DEFINITIONS

Section 1. Persons

- 1.1. Person. "Person" means an individual, firm, corporation, partnership or other legal entity.
- 1.2. Owner. "Owner" means:
- a. The person or persons holding legal title to an apartment; or,
 - b. The purchaser of an apartment pursuant to an agreement of sale recorded in the Bureau of Conveyances.
- 1.3. Tenant or Lessee. "Tenant" or "lessee" means a person occupying an apartment pursuant to the terms of a written lease. All written leases must be filed in the Management Office.
- 1.4. Occupant. "Occupant" means any person lawfully occupying an apartment for any period of time, whether otherwise defined as an owner, lessee, or registered guest. When the apartment is vacant, the owner is considered the occupant.
- 1.5. Guest. "Guest" means a person, other than an occupant, on the premises pursuant to the invitation of an authorized host.
- 1.6. Registered Guest. "Registered Guest" means a person, other than an owner or a lessee, on the premises pursuant to invitation of an occupant owner or occupant lessee and whose temporary residency on the premises is not more than 30 days during any consecutive six-month period. Persons who will be residing in an apartment, without remuneration, in the temporary absence of the occupant owner or occupant lessee may be registered as a "house sitter" in which case the duration of stay may be concurrent with the absence of the occupant owner or occupant lessee.
- 1.7. Host. "Host" means an occupant owner, an occupant lessee, or a registered guest. An authorized host must be physically present in attendance with their guests in any of the common elements.

Art	Hosted Common Element	Max. Guests	Max. Persons
VIII	Barbecue Area	10 per each of 2 apartments	N/A
IX	Recreation Building and exceptions	10 per each of 2 apartments	N/A
	Racquetball Courts	3	4
	Exercise Room	2	N/A
	Spa Areas	2	N/A
X	Swimming Pool Areas	10 per apartment	N/A
	Water Slide	N/A	1 at a time
XI	Golf Putting Area	3	5
XII	Lobby Areas	10 per apartment	35 if reserved

- 1.8. Management Personnel. “Management Personnel” means and includes the General Manager and the Operations Manager.

Section 2. Facilities

- 2.1. Premises. “Premises” means the entire condominium project, consisting of apartments and common elements.
- 2.2. Common Elements. “Common Elements” includes the land, yards, grounds, landscaping, refuse facilities, swimming pools, recreational facilities, driveways, parking structures, loading zones, recreation building and common utility facilities, the limited common elements, and generally, all the parts of the condominium that are not included in the apartments.
- 2.3. Limited Common Elements. “Limited Common Elements” includes the buildings identified as Mauna Luan East (“East Tower”) and Mauna Luan West (“West Tower”) (other than the individual apartments) and parking stalls, basement storage areas and recreation building lockers reserved for the exclusive use of individual apartments.
- 2.4. Transit Areas. “Transit Areas” include driveways, sidewalks, vehicle lanes, passageways, walkways, lobby entryways, elevators, stairs, and common corridors of the Mauna Luan.
- 2.5. Barbecue Areas. “Barbecue Areas” includes the immediate area surrounding the ten gas barbecue grills, counters and sink facilities. The barbecue areas are consecutively numbered one through ten. Areas one (nearest the recreation building) through five (nearest the driveway) are located in front of the East Tower. Areas six (nearest the driveway) through ten (nearest the west edge of the property) are located in front of the West Tower.
- 2.6. Recreation Building. “Recreation Building” includes the one-story building in front of the East Tower, including all recreational facilities within it.
- 2.7. Swimming Recreation Area. “Swimming Recreation Area” includes that portion of the premises (other than driveways) between the front of each tower and the perimeter rock walls and metal fencing.
- 2.8. Swimming Pool Area. “Swimming Pool Area” includes that portion of the premises within the swimming recreation area other than barbecue areas and the recreation building.
- 2.9. Soaking Areas. “Soaking Areas” includes the swimming pool, whirlpools, and the soaking options in the locker room areas of the recreation building.
- 2.10. Golf Putting Area. “Golf Putting Area” includes the area immediately to the west of the West Tower containing putting facilities.
- 2.11. East Tower Lobby. “East Tower Lobby” includes the recreational area in the lobby of the East Tower, including kitchen facilities and furniture, but not including access ways to the building and swimming recreation area.
- 2.12. West Tower Lobby. “West Tower Lobby” includes the recreational area in the lobby of the

West Tower, including kitchen facilities and furniture, but not including access ways to the building and swimming recreation area.

- 2.13. Vehicle Washing Area. “Vehicle Washing Area” includes the blacktopped area immediately to the east of the East Tower near the east property line.

Section 3. Additional to Persons

- 3.1. Vehicle. “Vehicle” shall include any automobiles, trucks, motorcycles, riding scooters, autocycles, automatic drive-train motorcycles, mopeds, and other similar motorized transportation devices.
- 3.2. Drone. Aerial “drones,” also called Unmanned Aircraft Systems (UAS), are powered aerial vehicles that fly automatically or are remotely piloted.
- 3.3. Service Animal. A “service animal” is a dog that is individually trained to do work or perform tasks for the benefit of an individual with a disability. This is not a pet.
- 3.4. Support Animal. A “support animal” is a trained or untrained animal that does work, performs tasks, provides assistance, and/or provides therapeutic emotional support for individuals with disabilities. This is not a pet.
- 3.5. Wild Animals. “Wild” animals are non-domesticated animals.
- 3.6. Feral Animals. “Feral” animals are wild-living variants of domesticated animals.

Section 4. Activities Expressly Not Allowed

- 4.1. Commercial Uses. Paragraph E of the Declaration requires that the apartments be used for residential purposes only. For that reason, commercial uses of the apartments are prohibited. The use of telephones, personal computers and similar actions that are not noticeable by others will not be considered a commercial use even if the activity is related to an occupant’s business. The following will be considered a commercial use of an apartment in violation of the Declaration and House Rules: (a) allowing customers, employees, or other visitors onto the premises for the operation of a business; (b) storage or cartage of goods to be sold; and c) advertising or yellow page listings for businesses using a Mauna Luan address or similar identification. Under no circumstances shall the common elements be used for business or commercial purposes.
- 4.2. Soliciting. “Soliciting” shall be defined as the attempt to sell goods or obtain donations by going door-to-door either in person or with advertisements.
- 4.3. Unlawful Activities. “Unlawful Activities” include violation of any applicable law, including federal, state, county, and city guidance. This definition also serves as notice that the Board of Directors intends to assist appropriate authorities in prosecuting any criminal offense committed on the premises.
- 4.4. Offensive Acts. “Offensive Act” includes definition of both unlawful activities and disallowed activities. Illegal activities encompass any offense against person, property rights

draft for Mauna Luan first review

or any offense against public order, as those offenses are defined in the Hawaii Revised Statutes and Penal Code, and as those definitions may heretofore be amended. In addition, disallowed activities include any violation of *Mauna Luan's Fair Housing and Equal Employment Policy on Discrimination and Harassment* or *Mauna Luan's Fair Housing and Harassment Policy* constitutes an offensive act.

**HOUSE RULES
OF THE
ASSOCIATION OF APARTMENT OWNERS OF THE MAUNA LUAN, INC.**

These house rules are effective on the date of publication, and supersede all previous house rules. Rules apply to all owners, lessees, occupants and/or guests of the Mauna Luan.

**ARTICLE I
ENFORCEMENT**

Section 1. Owners and Occupant Responsibilities

- 1.1. Authority. The Mauna Luan Association of Apartment Owners is authorized to establish and enforce rules through multiple sources: Chapter 514B of the Hawaii Revised Statutes, the Declaration, and the Bylaws of the Mauna Luan.
- 1.2. Receipt for House Rules. Occupants receive a copy of the House Rules when registering for occupancy at the Management Office. Terms of any written lease between an owner and a lessee shall incorporate the House Rules by reference and require compliance by the lessee.
- 1.3. Availability. The Management Office provides additional options for access to House Rules: a digital copy accessible from the Mauna Luan website or printed copies (for a fee).
- 1.4. Costs of Enforcement. The cost of enforcement may include and is not limited to fines, damage mitigation or repair, and reasonable attorney's fees. Costs incurred by or on behalf of the Association become the obligation of the apartment owner responsible for the conduct of the person(s) violating the House Rules.

Section 2. House Rule Violation Notices

- 2.1. Citation Preparation. An apartment resident may receive a citation for any violation of a house rule. Security Personnel prepare the citation for review by the General Manager
- 2.2. Violations Not Addressed Elsewhere. If the House Rules provide for a different fine amount or specifies an immediate fine for some rules violations, the stated fine amount prevails over this schedule of fines.
- 2.3. Cumulative Fines. Notwithstanding other specific fines outlined elsewhere in the House Rules, the General Manager may impose a monetary fine on any owner or resident issued more than three citations in any 60-day period. After the first three citations (from the fourth citation and on), the resident will receive a \$50 fine for each subsequent citation issued in any 60-day period.

Section 3. Mitigating Risks to Safety and Abuse of Community Standards

- 3.1. Immediate Concern. The Mauna Luan does not tolerate deliberate or accidental risks to

safety, and the Mauna Luan seeks immediate end to intrusive behaviors that unfairly detract from community standards.

- 3.2. Safety Violations. Risks to safety includes concerns for staff, residents, and guests in regard to health (including hygiene) and injury.
- a. Animals. Unacceptable risks to persons in the community include animals not under control in common elements, including but not limited to off-leash animals and animal aggressive action towards others in any common area. Hygiene concerns include feeding in common elements, failure to properly toilet animals, and bringing animals into any soaking area.
 - b. Soaking Areas. No inappropriate apparel may be worn in soaking areas (although locker rooms standards differ from the swimming recreation areas). Incontinent persons, including those not toilet-trained, must wear a swim diaper. Persons with conditions communicable through casual contact may not enter the water. No lewd conduct. No animals.
 - c. Swimming Recreation Areas. Due to risk to persons in the area, nobody may climb on any of the landscaping features, including within the pool. For hygiene reasons, no food, drink, or animal may be within six feet of any swimming pool or whirlpool.
 - d. Trash Chute Risks. For safety of employees, nobody may place any of the following in trash chutes: combustible substances, heavy objects, or objects larger than a standard kitchen garbage bag.
- 3.3. Community Standards. The Mauna Luan curtails rules violations which benefit the violator at the expense of cooperative community.
- a. Smoking. The Mauna Luan is a no smoking community, including the common areas and the apartments.
 - b. Elevator Use. Including for deliveries, persons may only use the padded elevators from 8:00 AM to 5:00 PM Monday through Saturday for bulky or heavy objects such as but not limited to furniture, surfboards, bicycles, or anything on hand trucks or dollies besides stacking boxes and stacking bins. If uncertain, ask the Management or Security Personnel.
 - c. Property Destruction. Any deliberate property destruction of the common elements will additionally require restitution. The \$25 fine for cleanup of an oil leak is not considered deliberate property destruction. The cleaning, repair, replacement, or restoration of anything impacted by an owner, lessee, guest, animal, or vehicle shall be charged to the owner or resident additional to property destruction fines.
 - d. Drones. The Mauna Luan is a no drone community, including for the controllers and the UAS.
 - e. Any Persistent Disregard within a 24-Hour Period. If any person has received a citation for a rules violation and persists in the behavior, subsequent offenses of the type as the citation will be addressed as graduated fines, even if not expressly listed as a safety

violation or community standard. This rule applies in particular to the common areas, for which Security Personnel represent the shared standards, with particular attention to sanitary conditions, noise, and capacity.

3.4. Evidence. Security Personnel will enter each of the above events into the security log.

- a. Staff. Including through security cameras, Management or Security Personnel directly observe rules violations. Security Personnel may happen to observe the violation or may be contacted through the phone number to the entryway security building, by the phones in the swimming pool recreation areas, or by in person discussion.
- b. Video or Photo at Staff Direction. On some occasions, a person contacts the Management Office or entryway security building regarding risk to safety or abuse of community standards, but Mauna Luan personnel are unavailable or unable to respond to the location in an expected time to observe the violation. Examples include but are not limited to smoking on the property or animal hygiene violations. In such cases, the Management or Security Personnel may direct a person reporting the issue to capture video or a photo of the event occurring within the common areas to provide to the Management Office, and the Security Personnel will enter the expectation into the security log that the person will contact the Management Office with the photo or video. No other recording (video or audio) is otherwise allowed of others not with the party in the common areas.
- c. Board of Directors Video or Photo. If a member of the Board of Directors directly observes a risk to safety or violation of standards in common areas (other than the recreation facility restrooms), the Director may capture video or a photo and will immediately report the event to the entryway security building for entry into the security log.

3.5. Graduated Fines. A structure of increasing fines curtail ongoing risks and abuse of community standards.

- a. First Offense. The apartment occupant will receive a written citation as a warning. If the apartment occupant is not an owner, a copy of the written citation will be sent to the owner.
- b. Second Offense. For the second offense of the same rule violation, the written citation will also incur a \$100 fine assessed against the apartment owner.
- c. Subsequent Offenses. Each subsequent violation of the same rule will incur an additional \$100 fine assessed against the apartment owner. For example, the third offense is \$200, the fourth offense is \$300, the fifth offense is \$400, and so on.
- d. Accumulation of Fines. These cumulative fines both grow larger for each incident and also are all incurred in sum, with the sum fees for the first offense as the warning, the second and \$100, the third as \$100+\$200, the fourth as \$100+\$200+\$300, and so on. Any additional fines and costs (e.g., for cleaning, repair, etc.) also accumulate additional to the fines for each citation.

Section 4. Exceptional Response

- 4.1. Loss of Reservation Privileges. Any person violating the rules relating to the use of common facilities that are subject to reservation may be banned by the Board from reserving the facilities for a period of up to six months.
- 4.2. Escalated Fines. The Board of Directors, upon recommendation of the Management Staff, may impose a fine of \$50 to \$2,500 for any single violation of a House Rule. Such fine may only be imposed by a majority vote of all directors in writing. The amount of such a fine shall be based on at least one of the following factors: (1) whether the violation was gross or intentional; (2) whether the violation involved a risk to personal or property safety; or (3) whether the violator refused to immediately correct the violation.
- 4.3. Offensive Acts. The Board of Directors reserves the right to immediately enjoin, abate, or remedy by appropriate legal proceedings, any violation of the House Rules that may impair or in any way affect the value or safety of the Mauna Luan or the use, enjoyment, safety or health of any apartment occupant. In addition, the Board may seek the eviction of the persons responsible if they are tenants.

Section 5. Appeals

- 5.1. Process. These fines are subject to all appeal regulations set out in the Mauna Luan Bylaws. The text of this regulation is available at the Management Office at no charge.
- 5.2. Initiation. Owners and tenants may file an appeal of a fine within 20 days of the date of mailing of the citation as provided in Article V, Section 10 of the Restated Bylaws.

ARTICLE II **GENERAL**

Section 1. Private Residential Use and Persons

- 1.1. Use. The apartments shall be used only as private residential dwellings. The premises shall not be used for commercial purposes, as in the Definitions.
- 1.2. Registration. Owners or their agents are required to ensure registration of their lessees and guests occupying an apartment for any period at the time of commencement of occupancy.
 - a. 90-Day Minimum. Apartments shall not be rented for transient or hotel purposes which is defined as rental for any period less than 90 days, as prohibited in Paragraph E of the Declaration. Owners, their property managers, agents, or lessees are required to provide a copy of the Rental Agreement contract to the Management Office at the time of registration. Registration shall consist of filling out a registration form and payment of a non-refundable registration fee. This registration fee shall be paid each time a person moves into an apartment unless that person is moving from another apartment within the complex. Owners should become knowledgeable of occupancy restrictions before obligating their property to others. Per Ordinance 19-18 of the City and County of

Honolulu, an owner is prohibited from advertising, via Airbnb or otherwise, of short-term rentals (less than 30 days) in violation of the zoning regulations, with penalty of a \$1,000 fine by the City and up to \$5,000 per day that the violation continues.

- b. Registered Guest. An occupant owner or occupant lessee, upon providing registration information to the Management Office, may list any person who will be temporarily residing in their apartment as a registered guest, provided that person's temporary residency is a minimum of three days but not more than 30 days in any consecutive six-month period. Any person who will be residing in an apartment for longer than 30 days must be added to the apartment lease, with an amendment to the apartment lease filed in the Management Office.
 - c. House Sitter. In the temporary absence of an occupant owner or occupant lessee, any person residing in an apartment whose duration of stay may be concurrent with the absence of the occupant owner or occupant lessee must be registered with the Management Office as a House Sitter to be recognized by the Mauna Luan and use the facilities.
- 1.3. Non-Occupant Owner. A non-occupant owner shall not be permitted to use the barbecue areas, recreation building, swimming recreation area, golf putting area, or East and West Tower Lobbies, except as a guest of an authorized host. Guests may be invited onto the premises by a non-occupant owner only when the non-occupant owner is attempting to lease or sell his/her vacant unit or conducting maintenance and/or repairs on his/her unit.
- 1.4. Responsibility of Owner. Owners are responsible for ensuring compliance, by their lessees and guests, with the House Rules. Owners bear responsibility, including liability for damages, for the conduct of their lessees and guests.

Section 2. Residential Personalization

- 2.1. Apartment Construction. Nothing shall be allowed, done, or kept in any apartment or common element which would overload or impair the floors, walls, or roofs thereof, or cause any increase in the ordinary premium rates or cancellation or invalidation of any insurance thereon maintained by or for the Association, nor shall any noxious or offensive activity or nuisance be engaged in on the premises. Remodeling, repair, or maintenance work by residents or outside contractors that may generate excessive noise must be performed between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday. All such work must be approved in advance by the Management Office. All work must be performed in a diligent manner so as to minimize disturbances to others. Work that may disturb other living units is not permitted outside of the hours noted above or on Saturdays, Sundays, Thanksgiving Day, Christmas Day, or New Year's Day. Other than hanging photos or similar items, drilling into concrete walls is prohibited unless pre-authorized by the Management Office. Due to risk of extremely expensive damage to horizontal cables embedded in the architecture, drilling into ceilings or floors is strictly prohibited unless authorized in advance by the Management Office, and all costs for repair will be borne by the apartment owner.
- 2.2. Floor Coverings. There are specific guidelines and requirements for installation of

apartment flooring other than carpet with padding. No tile, wood flooring, laminate, vinyl, or similar type of floor covering, may be installed within an apartment unit unless accompanied by the installation of noise insulation materials. For purposes of minimizing impact sound and sound transmission within an apartment unit, noise insulating material must be included in the assembly. Bottom floor apartments with no living units below them, as well as kitchens, bathrooms, and apartment entryways, as originally designed, are exempt from this requirement. Any addition or alteration to the unit flooring without the Board's prior written approval may, at the Board's sole discretion, be required to be removed and the floor covering restored to its original condition at the unit owner's sole expense. Please see the Management Office for the specific requirements.

- 2.3. Exterior Surfaces. No awnings, shades, screens, venetian blinds, window guards, radio or television antennae, or other objects shall be attached to or hung from the exterior of the buildings, window frames or planters, or protruding through the walls, windows or roofs thereof. No notice, advertisement, bill, poster, illumination, display, or other means of visual communication shall be inscribed or posted on or about the premises. No occupant shall install any wiring for electrical or telephone installation, nor install any machines or other equipment or appurtenances on the exterior of the buildings or protruding from the interior of the project. No apartments may install equipment to monitor or surveil common areas, including specialty doorbells. No antenna may be installed on any exterior wall, roof, nor other area outside the confines of an apartment without the prior approval of the Board. Owners and residents may install antennas and small satellite dishes **inside their apartments**, but they must comply with the Board's *Restrictions on Antenna, Satellite Dish, and Similar Structures*, available from the Management Office with an application for installation.
- 2.4. Air Conditioning. No air conditioning unit may be installed in any apartment without approval of the General Manager. This approval shall be given only if the proposed installation is in accordance with the air conditioning installation drawings, or otherwise acceptable, to the Board of Directors.
- 2.5. Glass Tint; Exterior Window Surfaces. No mirror reflecting glass tint is allowed on any exterior windows. Only non-reflecting glass tint which is not observable from the exterior of the buildings may be applied. Nothing of any nature whatsoever shall be placed on the exterior surface of exterior windows with the exception of seasonal decorations.
- 2.6. Window Coverings. The side of all draperies, curtains, venetian blinds, louvered shutters, vertical blinds, mini-blinds and the like nearest the windows (other than frosted windows) or doors or openings facing toward the exterior of the buildings shall be white or dark bronze in color to enhance the outward appearance of the buildings. Only the Board of Directors may approve exceptions to this rule. Draperies and curtains shall not be permitted to protrude to the exterior of the buildings from open windows and at all times shall present a neat outward appearance.
- 2.7. Screens. Window screens may be mounted by the apartment owner, at his or her sole expense, on apartment windows which open inward or upward or by sliding horizontally,

provided:

- a. Screens may only be mounted on the **inside** sill or frame. The attachment devices must be identical in color with the approved frame color, and must be made of materials and according to specifications approved by the Board of Directors.
 - b. The screen frame must be made of anodized aluminum identical in color with the dark bronze anodized aluminum apartment window frames; must not be constructed with any type of crossbar transversing the screen area (except on frosted, louvered windows as originally provided by the developer); and must otherwise meet design specifications approved by the Board of Directors.
 - c. Screen material must be black screen cloth.
 - d. Screens, frames, and attachment devices must be continually maintained in a safe condition, in a clean and neat outward appearance and in compliance with the provisions of this section.
 - e. The apartment owner and occupant, by installing or permitting screens to be installed, assume full responsibility for any damage or injury resulting from the installation or subsequent use of such screens and agree to indemnify the Association and the Board of Directors against any such liability.
- 2.8. Screen Doors. Screen doors shall be maintained to present a clean and neat outward appearance. The cleaning and maintenance of any screen door or window covering is the responsibility of each apartment owner. There are several designs for screen doors which may be viewed at the Management Office. Any other design must be pre-approved by the Board of Directors. Non-approved screen doors must be removed at the owner's expense.
- 2.9. Door Hardware. All doorknobs and other types of locksets must be bronze in color. No other color is permitted without authorization from the Board of Directors. Any resident desiring to change their doorknob to an alternate style of lockset or entry device must have approval from the Board of Directors prior to installation.
- 2.10. Nameplates, Decorations and Personal Items. Nameplates, initials, or other personal identifying signs or lettering shall not be placed on the outside of solid exterior doors or screen doors, walls, windows visible from the exterior of the buildings, or on parking stalls. The only items permitted outside of the apartment units or in the hallways, other than doormats and plants specified elsewhere in these House Rules, are seasonal decorations which must be removed within a reasonable period of time following the date being celebrated. **No other items are permitted.** Only the Board of Directors may grant exceptions to this section.
- 2.11. Planters. Planter boxes appurtenant to apartments are not to be painted or altered in any way. Any plants in the planter boxes shall be maintained by the occupant in such a way as not to create a nuisance to other apartment occupants. The maintenance and cleaning of the planter boxes is the responsibility of the owner of the apartment to which they are appurtenant.

Section 3. Residential Maintenance

- 3.1. Apartment Maintenance and Appearance. Each apartment owner is responsible for the repair and maintenance of apartment interiors, the cleaning and maintenance of louvered windows facing corridors, and the upkeep of any security door or window covering. Exterior wooden surfaces of entry doors and frames must retain the same color and appearance as originally installed. No Association employee shall be asked during his or her hours of employment to repair or maintain any apartment, except when an emergency threatens damage to other apartments or to the common elements.
- 3.2. Dusting and Sweeping. Garments, rugs, mops or other objects shall not be dusted or shaken from windows, stairways, corridors or fire escape areas of the buildings or cleaned in the common elements. Dust, rubbish, or litter shall not be swept or thrown from any apartment or any other room of the buildings into or onto the common elements.
- 3.3. Combustible Substances. No explosives of any nature whatsoever, including without limitation fireworks and black powder, shall at any time be brought onto, stored, or used on the premises. No highly combustible substances, such as petroleum products, except of such a nature and in such a limited quantity as are usual and incidental to the occupancy of an apartment as a private residential dwelling, and except for petroleum products in vehicles and boats, shall at any time be brought onto, stored or used on the premises. Highly combustible substances, such as paint, petroleum products and the like, shall not be placed in the trash chutes or otherwise disposed of on the premises by placing in any drain or sewer facility.

Section 4. Residential Interaction with the Community

- 4.1. Offensive Acts. No owner, resident, or guest shall engage in an offensive act, including harassment, against the person or the property of the Mauna Luan, any employee or volunteer of the Mauna Luan, or any other person authorized to be on the premises. Each infraction of this rule may result in a fine of up to the maximum specified in Article I. Actual prosecution for any offense shall not be a prerequisite for the assessment of fines under this rule.
- 4.2. Apartment Exit. Nothing shall be thrown or emptied by any person out of windows or doors into or onto the common elements. All persons and items departing an apartment must do so through the exterior egress corridor to a building door by way of the apartment front door.
- 4.3. Solicitation. No soliciting of goods or services or charitable, religious, political, or other cause of any nature whatsoever shall be permitted on the premises.
- 4.4. Surveillance. No photographic, video, or audio surveillance may occur in common areas with the exception of property protection and *House Rules* enforcement directed by management, security, or the Board of Directors. No recording of photography taken into a residence will be directed or accepted. Deliberate recording of others without permission and while they are enjoying the facilities as intended constitutes harassment. When persons are inadvertently or unwittingly be in the background of recordings, residents and their guests will respect an expectation of privacy and will make efforts to minimize exposure of other persons.

- 4.5. Deliveries. No Mauna Luan personnel will accept deliveries of mail or personal property on behalf of any occupant. The Association, Board of Directors, and employees thereof will not be liable for loss of, or damage to, packages or other deliveries left in halls, at doors of apartments or any other designated place on the premises, or with any Association employee, nor for any personal property of an occupant placed or left in or about the common elements.
- 4.6. Liability for Damage. Each owner shall be liable to the Association for all costs and expenses, including attorney's fees, incurred by or on behalf of the Association to repair, replace or restore any damage to or destruction of the common elements, which damage or destruction was contributed to or caused by the owner or anyone on the premises pursuant to the invitation or authority of such owner.
- 4.7. Association Disclaimer of Liability. The Association, the Board of Directors and all agents and employees thereof shall not be liable in any manner whatsoever for loss of or damage to any personal property of or injury to or death of any person on the premises, whether such loss, damage, injury or death occurs in an apartment or in the common elements.

Section 5. No Smoking

- 5.1. Smoking Restrictions. No smoking is permitted anywhere at the Mauna Luan. This includes not only the buildings, including the apartments, but also the recreational facilities, swimming pools, landscaped areas, parking areas, and all outdoor areas of the Mauna Luan.
- 5.2. Smoking Activities. This rule prohibits the use of tobacco, marijuana (including medical marijuana), electronic cigarettes and other vaping devices, and any other activity considered "smoking" under Hawaii law (see Section 328J-1 of the Hawaii Revised Statutes for details).
- 5.3. Smoking-Related Rubbish. No cigarettes, cigars, e-cigarettes, pipes, or other smoking devices shall be discarded (extinguished or otherwise) anywhere on the common elements of the Mauna Luan.

Section 6. Abuse of Community Standards and Risks to Safety

- 6.1. Graduated Fines. Smoking anywhere on the property is subject to graduated fines as an abuse of community standards.
- 6.2. Risk to Safety. Immediate fines of \$200 are imposed for throwing any lit cigarette or any other lit materials anywhere on the common elements.

ARTICLE III **KEY POLICIES**

Section 1. Apartment Key Accesses

- 1.1. Apartment Keys. Each owner or lessee must, at the time of commencement of occupancy and thereafter whenever the lock is changed, provide the Management Office with a key to his or her apartment to allow access to the apartment for operation of the premises or for making emergency repairs.

- 1.2. Management Access. In the event an occupant is locked out of his or her apartment, Management or designated Security Personnel, if available on the premises, may open the apartment door for such person upon request provided:
- a. Management or designated Security Personnel has personal knowledge that the person locked out is the occupant owner, lessee, registered guest of that apartment, or a member of his or her family.
 - b. Management shall assess a fee to be paid to the Association for opening an apartment after regular office hours. This fee is currently \$10 after normal office hours up to 10:00 p.m., and \$20 from 10:00 p.m. until 8:00 a.m.
 - c. Management or designated Security Personnel shall not comply with any request by an owner or lessee to permit anyone temporary access to his or her apartment unless the request is in writing signed by the requesting owner or lessee.

Section 2. Common Element Key Fobs

- 2.1. Ownership. All common element key fobs will remain the property of the Association and not that of the individual apartment owners.
- 2.2. Issuance. Only the Management Office issues common element key fobs. In no case should agents or owners transfer key fobs to new tenants or any other person. These key fobs must be returned to the Management Office when an old tenant moves out for subsequent reissue to new tenants by the Association.
- a. Each registered Mauna Luan resident may be issued one key fob, plus one extra key fob per apartment, if desired. The Mauna Luan charges a \$25 deposit per key fob, refunded upon return of the key fob. Common element key fobs are serialized, and refunds will only be given for the key fob(s) checked out by that particular resident.
 - b. All owners who are not permanent residents of the Mauna Luan may be issued key fobs in accordance with the provisions provided above, with the exception that if their apartment is rented, those owners will be required to return their common element key fob(s) to the Management Office in accordance with the provisions set forth within this subsection.
 - c. Key fobs should be returned to the Management Office for refund when residence status changes for an apartment at the Mauna Luan. In the event the key fob(s) are not returned, the Board directs the General Manager to send a letter to the last known address requesting the key fob(s) be returned within 30 days. If the key fob(s) are not returned within the requisite 30 days, the deposit will be forfeited and said key fob(s) will be removed from inventory.
 - d. Real Estate Agents, acting on behalf of an owner, may check out Mauna Luan common element key fobs from the Management Office during office hours. Real Estate Agents must return these key fobs prior to departure from Mauna Luan premises. In anticipation of weekend or after-hours showings, agents should plan to check out key fobs before close of business on the last working day prior to the showing. Agents must return these

key fobs to the entryway security building prior to departing the Mauna Luan.

ARTICLE IV **COMMON ELEMENTS**

Section 1. Individual Access

- 1.1. **Identification.** The Management and/or any Security Personnel are authorized to require any person in any of the common elements to self-identify by name and apartment number and, if a guest, to give the name and apartment number of the host and to confirm the physical presence of the host at the Mauna Luan.
- 1.2. **Purpose.** All common elements shall be used only for their respective purposes as designed. Only Mauna Luan defined recreational areas may be used for recreation and may not be used for commercial activity. No person shall use any other of the common elements for the purpose of loitering or engaging in any form of recreational, commercial, or boisterous activity.
- 1.3. **Reservations.** No common element may be reserved unless otherwise provided for in these House Rules.
- 1.4. **Guests' Use of Common Elements.** Only guests accompanied by and in the physical presence of a host may use and remain in any of the common elements, other than ingress to or egress from the apartment being visited. Registered guests may use assigned parking stalls and the swimming recreation area without being accompanied by their host. Any guest, required to be but who is not accompanied by his or her host, shall leave the premises or return to the host's apartment if directed to do so by the Management Personnel or any Security Personnel.
- 1.5. **Closed Hours.** No person shall use or remain in the common elements between the hours of 10:00 p.m. and 6:00 a.m., except for purposes of ingress and egress or as otherwise authorized by the General Manager or other provisions in these House Rules.

<u>Common Element</u>	<u>Open</u>	<u>Close</u>
Loading zones; Trash rooms	7:00 a.m.	10:00 p.m.
Freight elevators; Moving; and Construction	8:00 a.m.	5:00 p.m.
Car wash area	8:00 a.m.	dusk
Pool slide	8:00 a.m.	8:00 p.m.
Barbecue areas; Recreation building (with exceptions); Swimming recreation area; and East and West Lobby Areas	8:00 a.m.	10:00 p.m.
Recreation building exceptions: Exercise room; Spa areas; and Racquetball courts	5:30 a.m.	10:00 p.m.

- 1.6. **Controlled Items (Equipment and Keys).** Controlled equipment, i.e., hand dollies and controlled keys (to elevators, basement storage, and car wash areas), are available for sign-

out by occupant owners or occupant lessees from the office or entryway security building between the hours of 8:00 a.m. and 9:00 p.m. daily. These items cannot remain out overnight and must be returned to the Management Office or, if after office hours, to the entryway security building by 9:00 p.m. daily.

Section 2. Passing through Shared Areas

- 2.1. Ingress and Egress. Except for vehicles and boats entering or leaving the Car Wash Area, the only entrance to and exit from the premises by either pedestrians or vehicles is through the central driveway where the entryway security building is located. Entry or exit over the perimeter walls, gates, or fences is prohibited. Entry to buildings must be made through building and parking structure security doors. Entry or exit over walkway walls or parking structure walls is strictly prohibited.
- 2.2. Obstruction of Transit Areas. The transit areas are for ingress and egress only and shall not be obstructed, loitered in, or used for any recreational or boisterous activity of any nature. For safety and aesthetic purposes, any screen door installed by an owner and opening onto a corridor must remain closed at all times, except when opened for entry to and exit from the apartment. No items of personal property, except as otherwise allowed by the House Rules, shall be placed or left in any of the areas specified in this section.
- 2.3. Elevators. Surfboards are not permitted in any unpadded elevator unless enclosed in a protective cover. No motorized mode of transportation, other than a wheelchair or other device relied upon by a disabled occupant or guest for purposes of mobility, shall be allowed the use of any elevator at any time. No person shall smoke, drink, or eat in any elevator. **When coming from the swimming recreation areas all dripping bathing suits and wet feet must be sufficiently dried so as not to drip water in any of the elevators.** The cost for repairing any damage to an elevator will be charged to the person(s) found responsible.

Section 3. Residential Use

- 3.1. Elevator Use for Large/Heavy Objects. Only the padded elevators in each tower may be used for moving any items of furniture, appliances, construction materials, uncovered surfboards or other items larger than can conveniently be carried without obstructing the normal use of the elevator by other persons. Due to risk of elevator damage, this rule falls under graduated fines for community standards.
- 3.2. Commercial Moving, including Delivery/Pick-Up. Moving must be completed during the hours of 8:00 a.m. to 5:00 p.m., Monday thru Saturday. **Moving is strictly prohibited on Sundays, Thanksgiving Day, Christmas Day, and New Year's Day.**
 - a. Contractors and vendors must use padded elevators to move any items that cannot be hand carried.
 - b. Entrance security doors may not be blocked open except when the movers are physically present and items are in actual movement into or from the first floor freight elevator lobby.

- c. All moving involving commercial movers, U-Haul type rental trucks or vans, or large items of furniture, appliances or construction materials, must be scheduled at least twenty-four hours in advance with the Management Office. If the freight elevator has been previously reserved, other arrangements will have to be made since only one move-in or move-out can be scheduled at any one time per each tower freight elevator.
- 3.3. Doormats and Plants. An owner or lessee may place a doormat and plants outside the entry door of his or her apartment provided the placement of such doormat or plants does not interfere with passage of persons in the corridors nor create a safety hazard. Any doormat must conform to standards: 1) be of a size no wider than the apartment doors; 2) if made of carpet, have bound edges; and 3) be kept in a clean and presentable condition. The maximum number of plants allowed in the common area hallway shall be four plants except in front of the “J” units where the maximum shall be six plants. All plants shall be properly contained to prevent spillage of water or soil. Owners or lessees are responsible for stains and may be charged for any necessary cleanup.
- 3.4. Refuse. Trash chutes may only be used during the hours of 7:00 a.m. to 10:00 p.m., daily, and shall be used for the disposal of common household trash only, and especially not for long items, bulky items, or highly combustible substances. All trash shall be secured in bags and must be placed in the trash chutes.
 - a. Trash rooms are provided for access to the trash chute and the industrial sink, not as an alternate receptacle for trash. In no case shall household items (furniture, medium/large sized appliances, televisions, computers, etc.) be placed or left in any common element. These items must be removed from the premises by the individual resident.
 - b. No heavy or bulky objects shall be placed in the trash chutes, or in the trash rooms, but shall be hand carried to the ground level trash room. Corrugated boxes must be broken down and taken to the ground level trash bins. Loose glass, metal, or sharp objects of any kind shall not be placed in the trash chutes. Some long items may seem to fit into the entry for the chute, but will not fit the transition from the chute into the compactor. Repair from long, bulky, or heavy objects may endanger the staff and risk a non-functional trash chute for the entire facility.

Section 4. Items in Shared Areas

- 4.1. Fire Equipment. Fire doors must remain closed at all times. Tampering with fire alarms and other fire safety equipment is a criminal offense for which the Board of Directors will prosecute.
- 4.2. Common Element Furniture. Furniture, furnishings and other property of the Association located in the common elements shall not be altered or moved from its location without prior approval of the Management Office.
- 4.3. Signs. No owner, lessee, or other person shall place a “For Sale,” “For Rent,” “Open House” or similar sign on the premises, except on designated open house days and on bulletin boards provided in each lobby. No notices of a partisan political nature, or of a personal nature, may be posted on the premises. Only notices deemed by the Board of Directors to be

of interest or concern to the general resident population of the Mauna Luan may be posted on bulletin boards designated for that purpose.

- 4.4. Bulletin Boards. Bulletin boards shall not be placed in the common elements except as designated by the Board of Directors. All notices, announcements and the like must be approved by the Management Office prior to posting. Each must be dated and not larger than 3" x 5" (unless approved by the General Manager). Unless extended by the Management Office the maximum period for posting shall be thirty days.
- 4.5. Bicycles and Similar Devices. All bicycles must be stored in the Bicycle Storage Area adjacent to West Guest Parking if not kept inside an apartment or appurtenant storage area. A user fee is charged for the use of this area which is established and administered by the Board of Directors. Residents must have their keys coded at the Management Office to access the Bicycle Storage Area. All guest bicycles must be parked in their designated areas. No non-motorized vehicles or other devices of any nature whatsoever, including electric hover boards and electric bicycles, shall be ridden, driven, used, or left upon any portion of the premises; provided, however, that vehicles or other devices relied upon by disabled occupants or guests for purposes of mobility shall be exempted from this provision. Except as otherwise provided in this house rule, no non-motorized vehicles, tricycles, skateboards, roller skates, or other similar devices of any sort may be ridden or left about any common element, but may be stored in the occupant's basement storage area.

ARTICLE V VEHICLES, VESSELS, DRONES, AND PARKING

Section 1. Vehicles and Related Activities

- 1.1. Vehicle Registration. Except for a guest's authorized use of a host's parking stall, all vehicles parking in stalls assigned to an apartment must be registered with the Management Office. Registration will be either regular (occupant owners or occupant lessees) or temporary (registered guests, rental vehicles, or loaners). Persons providing information for a regular registration will receive a decal that shall be affixed to the front left bumper of the registered vehicle or prominently displayed on the vehicle's driver's side dashboard or sun visor. The decal must be removed when the vehicle is sold or the owner moves from the Mauna Luan. Persons providing information for a temporary registration will receive a permit for display on the vehicle's dashboard. The permits must be destroyed or returned to the Management Office upon expiration.
- 1.2. Vehicle Operation. The vehicle speed limit on the premises is 5 mph maximum. Vehicles entering and exiting the premises will drive to the right of the entryway security building. Vehicles shall not pass to the right of vehicles stopped at the entryway security building unless instructed to do so by Security Personnel. Vehicles will not enter or exit on the wrong (left) side. Drivers shall observe all traffic signs, exercise extreme caution for the safety of pedestrians and operate their vehicles quietly. For safety reasons, vehicle headlights **must be used** at all times while driving in the covered parking structure.

- 1.3. Vehicle Condition. All vehicles and trailers on the premises shall be in operating condition with current registration and safety inspection sticker as required by law. Owners who do not maintain full-time residence are exempt from this provision until such time as they return to the premises and take up occupancy. Due to the appearance of vehicles left sitting for extended periods it is recommended that absentee owners use a car cover for their vehicle.
- 1.4. Vehicle Noise. Police may be called to silence alarms, remove vehicles, and otherwise enforce prohibitions against noise.
- 1.5. Vehicle Repair. No major repairs may be made to any vehicle on the premises, including but not limited to any repair that may involve excessive noise, spillage of fluids, removal of significant equipment from the vehicle, or time in excess of one hour to completion.
- 1.6. Vehicle Washing. No vehicle may be washed on the premises except in the vehicle washing area. Only vehicles registered at the Mauna Luan by occupant owners and occupant lessees may use this area. Hours of operation for the car wash area shall be from 8:00 a.m. until dusk, daily. To minimize noise, any vacuum cleaner or similar device must be turned off when not in actual use.
- 1.7. Installation of Electric Vehicle Charging Systems. The description of rules and restrictions and an application for installation is available in the Management Office. This application must be approved by the Board of Directors before initiating work.

Section 2. Parking Areas

- 2.1. Parking Stalls. Owners' or lessees' vehicles shall be parked only in assigned parking stalls unless permission has been obtained for the use of another stall. Guests' vehicles may be parked in unused assigned stalls of the host owner or lessee or in guest parking stalls, provided a guest's use of a guest stall shall not exceed twelve consecutive hours. Guests' vehicles parked in unused assigned stalls of the host owner or lessee must be registered at the entryway security building or the Management Office. Any vehicle or trailer parked in a parking stall may not protrude into driving areas or extend beyond the border of each parking stall, as delineated by the white lines outlining the boundary of each stall. Any vehicle or trailer and their contents too large for the parking structure must be parked off premises. No other items of personal property shall be stored or left in the parking stalls or surrounding areas. Owners and lessees shall maintain their assigned parking stalls in a clean condition, free from accumulation of oil. The owner of any parking stall that is not cleaned after reasonable notice of an oil leak shall be assessed a \$25 charge to have their parking stall cleaned. The parking structure shall be used for vehicle and trailer parking consistent with this section, and ingress and egress, and for no other purpose, except as specifically authorized by the Board of Directors.
- 2.2. Loading Zones. Designated loading zones adjacent to the entrances of the East and West Towers may be used by occupants and guests for periods not to exceed fifteen minutes. Only contractors scheduled with the Management Office are exempt from this time limit.
- 2.3. Unauthorized Parking. Vehicles parked in parking stalls other than as authorized, or for more than fifteen minutes in the loading zones, or in any other location on the premises, and

vehicles not possessing a current license and safety inspection sticker will be considered to be parked on private property without authorization and may be towed from the premises at the vehicle owner's cost, risk and expense.

- 2.4. No Smoking. Smoking is not allowed on the premises, including parking areas.

Section 3. Vessel Storage

- 3.1. Kayak/Surfboard Storage. Kayaks, surfboards and wind surfboards too large to be stored in an apartment or basement storage area may only be stored in the spaces provided in the vehicle washing area. Use of the area for kayaks, surfboards, and wind surfboards shall be permitted only upon registration of such use by an occupant owner or occupant lessee with the General Manager and subject to regulation by the Board of Directors. Space will be allocated on a first-come, first-serve basis. A user fee is charged for the use of this area which is established and administered by the Board of Directors.
- 3.2. Boats. Separate boat storage is not provided at the Mauna Luan. Only trailered boats which conform to parking rules and with current registration are allowed on the premises.

Section 4. Aerial Drones

- 4.1. Prohibition on Operations from the Mauna Luan. The use of any aerial drone is strictly prohibited at the Mauna Luan, including any use for hobby, recreational, and/or professional purposes.
- 4.2. Prohibition on Operations over the Mauna Luan. This rule also prohibits any UAS operated from outside the project with flight less than 60 feet over any part of the project. Likewise, flying over any part of the premises at any elevation, regardless of from where the UAS is controlled, is also prohibited unless expressly authorized in writing by the Board of Directors. Owners are subject to fines for each violation by themselves or any occupant or guest of their apartment.

ARTICLE VI **SOUND AND NOISE**

Section 1. Shared Community

- 1.1. Expectations for Shared Sound. With shared walls and ceilings/floors and an open-air environment, the auditory environment is an inseparable aspect of community living. As long as the floors have proper underlayment, the typical sounds of furniture use, transit, doors, etc., may be heard. The water features in the swimming recreation area provide white noise to mitigate sound, but some sound may be heard within the apartments.
- 1.2. Noise. No person on the premises shall make any unnecessary noise or engage in any loud or offensive conduct which may disturb or annoy any owner or lessee. This includes unnecessary or excessive noise from musical instruments, animals, or any other source.

Section 2. Hours

- 2.1. Closed Hours. This rule will be enforced at all times of day and will be especially emphasized between 10:00 p.m. and 8:00 a.m. At this time, the common elements are exclusively for transit unless otherwise specified in the House Rules, and noise regulations are fully enforced.
- 2.2. Busy Hours. As a resort-style condominium, the amenities of the Mauna Luan invite enjoyment by residents and guests. Used as intended for the enjoyment of residents and guests, recreation areas such as the pool or the lobbies may have dozens of people who may raise the ambient noise level even through typical conversation. During busy times, individuals must refrain from natural or artificial amplified noise well above the general sound level of the audible environment.
- 2.3. Standard Operations. When the Mauna Luan is not busy, and the facilities are not closed, unavoidable noise (e.g., construction) is allowed from 8:00 a.m. through 5:00 p.m. From sunset through 10:00 p.m., residents, especially those with guests, must limit the difference in noise levels they generate from the ambient audible environment, such as by moving away from the apartment area towards the barbecue areas when enjoying the pool if the group is loudly enjoying the facilities and company.

Section 3. Types

- 3.1. Vehicles. All motor vehicles on the premises must be in compliance with applicable laws and regulations of the State and the City and County of Honolulu prohibiting excessive vehicle noise. This means that mufflers must be kept in good operating condition and not modified to produce excessive noise; security alarms be adjusted to a less sensitive level, if necessary; and, that horns not be used while on the premises.
- 3.2. Apartments.
 - a. Natural. Natural sounds include standard residential use. Animal sounds are not allowed, as they reflect an animal not under the handler's control. Residents and guests must not engage in excessively loud conversations or levels of activity (rising to a noise level comparable with construction) without regard to the hours.
 - b. Artificial. Due to disturbances to other residents from vibration and sound frequencies, the use of Home Theater equipment and other similar devices without headsets is restricted if noisy enough to be noticeable. In particular, bass speakers should not be on the floor, and entertainment systems near open windows must not attempt to project more loudly than the sound levels from the swimming recreation area.
 - c. Construction. Construction work is only permitted during the non-holiday workday (Monday through Friday) during the hours of 8:00 a.m. and 5:00 p.m., with prior permission given by the Management Office.
- 3.3. Passing through Shared Areas. No person should loiter in transit areas for conversation (including phone calls), particularly in front of the apartments, and especially not in front of others' apartment windows. During closed hours, nobody may linger in common areas.

- 3.4. Recreation. Noise is not allowed in excess of ambient sound levels, particularly artificial noise or screaming audible from the apartments and attributable to a single group during standard operations. No person can engage in screaming for communication of positive emotion (versus dialogue). Voices raised significantly past the level of the ambient noise are not allowed. Loud and repetitive games such as Marco Polo are not allowed. Repeatedly calling for help in the context of play is not allowed. Speakers heard beyond the immediate group (e.g., beyond a barbecue area) are not allowed, as one group does not get to set the auditory environment for all, nor should multiple groups compete to do so.

ARTICLE VII **ANIMALS**

Section 1. Animals on the Premises

- 1.1. Pets. Only cats and other common and generally accepted household pets in reasonable number are allowed as pets. Permitted pets shall not be kept, bred, or used therein for any commercial purpose, nor allowed on any common elements except in transit when carried or on a leash. No dogs, livestock, poultry, rabbits or other animals whatsoever are allowed as pets.
- 1.2. Assistance Animals. All assistance animals shall be registered with the Management Office in such manner as may be prescribed by the Board of Directors and in accordance with applicable State and Federal laws prior to approval to be on the premises. The Mauna Luan adheres to and enforces applicable rules, laws, and regulations regarding assistance animals. An assistance animal is either a service animal or a support animal.
- 1.3. Wild and Feral Animals. Wild animals such as birds and wild-living (feral) variants of domesticated animals such as cats may be on the premises.

Section 2. Safety and Control

- 2.1. Expectations for Animals. Pets and assistance animals must be under control. Because the Mauna Luan has limited control over wild and feral animals, individuals must also exercise caution.
- 2.2. Physical Control. The animal's owner or handler shall use a harness, leash (no more than 5 feet in length), tether, cage, carrier, or other physical control in common elements. If the nature of the person's disability makes physical control impracticable, or if physical control would interfere with the trained tasks of the service animal, the handler must maintain control by voice, signals, or other effective means.
- 2.3. Noise. Control shall include keeping the animal quiet and nonaggressive; excessive noise is not acceptable. Excessive noise, whether through the proximity of others or the absence of the handler, constitutes an animal which is not under control. Examples of out-of-control animals include sharp and/or repetitive noise audible from the hallways when someone passes the apartment or audible from other apartments when the handler is or is not home.

- 2.4. Nonaggressiveness. Control shall include keeping the animal nonaggressive, including preventing actions such as lunging, snarling, or snapping at others.

Section 3. Hygiene and Health

- 3.1. Animal Health. Animal owners are expected to keep documentation of any required vaccinations and maintain animals in good health.
- 3.2. Feeding. Nobody may feed any animal in any common element. Feeding animals often leads to food waste in the area, and feeding feral animals also increases potential for animal waste products that negatively impact the sanitation of the area. Waste-related sanitary issues are exacerbated near the barbecue areas and the swimming recreation area. Because of the correlation between feeding and waste, as well as the impact to shared community spaces, nobody is allowed to feed animals anywhere on the premises.
- 3.3. Walking. For safety reasons, nobody may walk behind the parking structures, including pets and assistance animals.
- 3.4. Toileting. When not disposed of properly, animal waste is a sanitary issue. The best option is to leave the grounds to toilet animals. Violation of any toileting rules is subject to immediate fine. Inability or unwillingness to address sanitary issues are evidence of inability to properly control and care for the animal.
- a. Landscaped Areas. Nobody may deliberately use any landscaped areas as a toileting area for an animal. Scent marking would encourage other animals to stress the area and create landscaping challenges. Additionally, because the Mauna Luan gardening staff is a part of the community, the Mauna Luan does not tolerate sanitary risks deliberately created for the staff.
 - b. Limited Common Elements. Nobody may deliberately use any indoor common elements as a toileting area for an animal. The handler must promptly remove the animal's waste, clean the area, and properly dispose of the animal's waste. Failure to do so is unacceptable. The limited common elements include the parking structure; handlers must remove animal waste within the parking structure, as residents should not expect to have to check whether they are tracking animal waste into their cars or homes.
 - c. Transit Areas beyond Limited Common Elements. On outdoor, paved areas, handlers must promptly remove and properly dispose of the animal's waste. Failure to do so is unacceptable.
- 3.5. Soaking. Aligned to public health guidance, no animals may enter the pools, tubs, or saunas.

Section 4. Owner Responsibilities and Community Balance

- 4.1. Addressing Damage. All animal owners are responsible for any actions of their animal which cause injuries to persons or their animals or damages to property. All animal owners must indemnify, hold harmless and defend the Association from any liability, damages, judgments, or expenses (including attorney's fees), incurred or resulting from the actions of their animal.

- 4.2. Addressing Expenses. All animal owners shall be responsible for the cost and expense of repair and cleaning of common elements incurred by the Mauna Luan as a result of damage or unsanitary conditions created by an animal. The cleaning, repair, replacement, or restoration of anything impacted by an animal shall be charged to the occupant owner or occupant lessee.
- 4.3. Health or Safety Issues. Any significant risk to health or safety or ongoing reflection of an owner unable or unwilling to address health or safety issues shall initiate a review by the Board of Directors. Any animal not under the control of the handler or presenting a risk to health shall be permanently and promptly removed upon notice given by the Board of Directors or General Manager.
- 4.4. Competing Disabilities. In some cases, other members of the Mauna Luan community may have competing disabilities which also request reasonable accommodation. If other Mauna Luan community members have disabilities in conflict with exposure to the animal (including by reaction to noises or allergens), the Mauna Luan will enter into an interactive process for discussion of reasonable accommodation for affected parties.

ARTICLE VIII **BARBECUE AREAS**

Section 1. General Use

- 1.1. Hours of Use. The set-up and clean-up of the barbecue areas must fall within the 8:00 a.m. to 10:00 p.m. daily hours.
- 1.2. Guests. The maximum number of non-resident guests per apartment permitted to use a barbecue area shall be ten.
- 1.3. Group Use. The maximum number of apartments that may combine for use of any barbecue area and throughout the swimming recreation area shall be two, with a maximum number of twenty total persons.
- 1.4. Time Limit. No barbecue area shall be used for more than three hours by any person or group of persons unless no other resident is waiting to use the barbecue areas.
- 1.5. Active Use. The barbecue area must be in active use, not solely reserved by placing belongings in the space.
- 1.6. Cleanup. After use, the barbecue areas shall be cleaned by the user and left in a neat condition. Barbecue covers **should not be closed after use** to allow sufficient time for the burners to cool.

Section 2. Reservations

- 2.1. Reservable Areas. Barbecue areas numbers 1, 5, 6, and 9 may be reserved on a first-come, first-serve basis by hosts subject to the following:
 - a. Reservations shall be made with the Management Office not more than ten days prior to

the date being reserved.

- b. Barbecue areas 1, 5, 6, and 9 may be used without a reservation if there is no reservation made prior to the non-reserved use.
- 2.2. Reservation Expectations. Due to limited facilities, rules for reservations support shared use.
- a. A reservation shall be forfeited if the reserving person is not present at the reserved area within fifteen minutes of the time reserved.
 - b. Only one barbecue reservation per apartment, per day, is permitted. The same person or group of persons may not make consecutive barbecue reservations; nor may the reservation of a barbecue area be made concurrent with the reservation of a lobby area by the same person or group of persons.

Section 3. Prohibited Objects

- 3.1. Outdoor cooking. Personal barbecues, hibachis and other types of outdoor cooking devices shall not be used on the premises.
- 3.2. Personal Furniture. No personal furniture, including but not limited to, chairs, awnings, etc., shall be used or brought into the barbecue areas.

ARTICLE IX **RECREATION BUILDING**

Section 1. General Use

- 1.1. Hours of Use. As exceptions to the 8:00 a.m. to 10:00 p.m. daily hours for the recreation building, the exercise room, spa areas, and racquetball courts may be used from 5:30 a.m. to 10:00 p.m. daily.
- 1.2. Guests. All guests must be with the host. Some exceptions exist for the limit of ten non-resident guests per apartment.
 - a. Racquetball courts. The maximum number of guests permitted to use the racquetball courts shall be three, for no more than four total persons on the court.
 - b. Exercise room. The maximum number of guests per apartment permitted to use the exercise room shall be two at any time. No persons may be present in the exercise room for any reason other than exercise.
 - c. Spa areas. The maximum number of guests using the spa areas is two at any time.
- 1.3. Group Use. The maximum number of apartments that may combine for use of the recreation building (other than excepted areas) shall be two, with a maximum number of twenty total persons throughout all of the swimming recreation area.
- 1.4. Active Use. Including the area facing the pool, the recreation building must be in active

use, not solely reserved by placing personal belongings in the space.

- 1.5. Exercise Room. No person is allowed in the weight room unless using or waiting to use the exercise equipment.
 - a. While in the exercise room, all users shall wear footwear.
 - b. For sanitary and aesthetic purposes, persons in the exercise room must wipe off all equipment after use.
- 1.6. Racquetball Court Activity. Only racquetball and handball are allowed in the racquetball courts. Persons may use the court for ninety minutes. Persons may sign out keys to the courts from the entryway security building.
 - a. Only regulation racquetball and handball equipment shall be used in the racquetball courts. Tennis balls and tennis racquets shall not be used in the racquetball/handball courts.
 - b. Players shall wear appropriate court shoes. Black-soled shoes of any kind are not allowed.
- 1.7. Pool Tables/Ping Pong Tables. The pool tables and ping pong tables may be used only by occupant owners, occupant lessees, and their guests.
 - a. Cue sticks, pool balls and ping pong equipment are available for sign-out through the entryway security building.
 - b. Players are limited to a maximum of one hour if others are known to be waiting to play.
 - c. No one shall place food or beverages on any pool table or ping pong table or otherwise use them for anything other than their designated purpose.
 - d. No sitting on any pool table or ping pong table.
 - e. In the event of damage, the repair, replacement or restoration of any of the pool or ping pong equipment shall be charged to the occupant owner or occupant lessee.
 - f. Table covers must be replaced and all equipment returned when playing is completed.
- 1.8. Cleanup. After use, the recreation building facility used shall be cleaned by the occupant owner, occupant lessee, or registered guest and left in a neat and tidy condition.

Section 2. Reservations for the Courts and Pool Table

- 2.1. Racquetball Court Reservation. The two racquetball courts may be reserved on a first-come, first-serve basis up to twelve hours in advance of use. Reservations are made at the entryway security building by occupant owners, occupant lessees, and registered guests. A reservation shall be forfeited if the reserving person is not present at the reserved court within fifteen minutes of the beginning of the time reserved. Racquetball courts may be used without a reservation if they are not reserved.
- 2.2. Pool Table Reservation. The pool table may be reserved on a first-come, first-served basis at the entryway security building. The pool table may be used without a reservation if it has not

been previously reserved.

Section 3. Limitations

- 3.1. Prohibited Conduct. While in the recreation building, no person shall run on any tile surface, dive or jump into either whirlpool or the cold bath, participate in “roughhousing” or “horseplay,” bring food or beverages into the spa areas, or engage in any other loud, offensive, lewd or dangerous conduct. Any person violating this or any other house rule applicable to the recreation building shall leave the recreation building if directed to do so by any Management or Security Personnel.
- 3.2. Spa Areas. The recreation building has gendered spa areas, plus a non-gendered, single-use bathroom in each lobby.
- 3.3. Minor Persons. No person under the age of twelve shall be permitted to use or remain in the Recreation Building whirlpools, cold soak, saunas, or workout room unless accompanied and constantly supervised by a responsible adult.

ARTICLE X **SWIMMING POOL AREAS**

Section 1. General Use

- 1.1. Hours of Use. Within the open hours of 8:00 a.m. to 10:00 p.m. daily, the pool is typically more active during daylight hours. The pool slide closes at 8:00 pm daily. By moving further from the apartments and towards the barbecue areas and/or refraining from excessive noise, residents and guests can continue to use the pool areas with additional consideration for the auditory environment within apartments.
- 1.2. No Lifeguards. All persons use the pool at his or her own risk at all times. Swimming pools do not have lifeguards, and residents must take responsibility for water safety.
- 1.3. Guests. The maximum number of non-resident guests per apartment permitted to use the swimming pool areas shall be ten. The authorized host must be present at all times
- 1.4. Group Use. The maximum number of apartments that may combine for use of any barbecue area shall be two, with a maximum number of twenty total persons.
- 1.5. Whirlpools. The whirlpools are designed for the quiet enjoyment of the occupants and their guests. Horseplay, splashing, loud, offensive or lewd conduct is not permitted. Persons shall not jump or dive into any whirlpool. A person under the age of twelve must be accompanied and constantly supervised by someone who can ensure the child’s safety while using the whirlpool. Based on information provided by the State Department of Health, it is highly recommended that children not be allowed to use the whirlpools due to inherent health risks associated with the water temperature, chemicals, suction ports, etc.
- 1.6. Food and Beverages. No food or beverages may be within six feet of any pool or whirlpool. The table areas are intended for food and beverages. Only plastic cups, plastic containers, or

cans may be used in the swimming pool areas, with no glass beyond the barbecue area due to the risk to bare feet.

Section 2. Health and Safety Regulations

- 2.1. Responsibility for Water Safety. Because the pools have no lifeguards, residents must ensure that family members and guests who are non-swimmers or weak swimmers are accompanied at all times in the pool area by someone who can ensure their safety. In particular, a child under the age of twelve must be accompanied by someone who can ensure the child's safety when using the pool.
- 2.2. Identification. The Management or any Security Personnel are authorized to require any person in the swimming recreation area (or anywhere on the premises besides the apartments) to identify himself or herself by name and apartment number and, if a guest, to give the name and apartment number of the occupant host and to confirm, if required, the accompaniment of the authorized host at the site.
- 2.3. Swimming Apparel. Only swimming apparel manufactured or made as such (no street clothes) may be worn in the swimming pools and whirlpools.
 - a. All persons should shower immediately before entering any swimming pool or whirlpool, removing debris such as sand.
 - b. Persons who are incontinent or not toilet-trained shall not enter the water unless they wear pants which will prevent leaks. Appropriate pants are a swim diaper, which is not a typical diaper, but a tight-fitting, nylon or latex alternative for a typical diaper. Typical disposable or cloth diapers are not permitted in the swimming pools or whirlpools.
- 2.4. Water Slide Safety. The water slide may only be used in a sitting position, facing the pool. Only one person at a time is permitted to go down the slide at one time. Due to safety concerns, climbing up the water slide is strictly prohibited.
- 2.5. No Eating or Drinking by the Water. No food or beverages are permitted within six feet of the swimming pools or whirlpools. No glass items are permitted at all around the swimming pools.
- 2.6. Communicable Conditions Prohibited. Any person having a condition generally accepted by the medical community as communicable through casual contact shall be excluded from the swimming pools and whirlpools and will refrain from use.

Section 3. Community Balance

- 3.1. Prohibited Conduct and Response. While in the swimming recreation area, no person shall run on any concrete surface, climb on any rock, climb up the slide, dive into any pool, jump into any whirlpool, participate in "roughhousing" or "horseplay," or engage in any other loud, offensive, lewd or dangerous conduct. **Screaming or yelling is strictly prohibited in the swimming recreation area.** Violators of these rules will be given one warning. A second violation will result in the violator leaving the swimming pool for a period of 30 minutes. A third violation will result in the violator being required to leave the swimming pool areas for

the remainder of the day. Bodily excretions of any kind shall not be permitted in the swimming pools or whirlpools. Any person violating this or any other house rule applicable to the swimming pool areas shall leave the swimming pool area if directed to do so by Management or Security Personnel.

- 3.2. Prohibited Objects. Ball sports, frisbee playing, and similar games shall not be permitted in the swimming recreation area. Rafts, surfboards, snorkeling and scuba gear (with the exception that face masks and/or goggles may be worn for swimming purposes), and inflatable devices and similar bulky objects shall not be permitted in the swimming pools or whirlpools; provided that water exercise devices that attach to the body or can be held in the hands shall be permitted. Children may wear flotation devices that attach to the body. Children's small water toys are permitted in the children's wading pool. Personal furniture shall not be used or brought into the swimming recreation area.
- 3.3. Speakers. Speakers may be used in the swimming recreation area so long as the sound does not extend beyond the immediate group and disturb others, particularly residents within their own apartments.
- 3.4. Lounge Chairs. Lounge chairs in the swimming pool areas are not reserved. A lounge chair must be actively used, and is considered available (and not in use) if it has held only a towel or other object for more than thirty minutes.

ARTICLE XI **GOLF PUTTING AREA**

Section 1. Guests. The maximum number of guests per apartment permitted to use the golf putting area is three.

Section 2. Use. The golf putting area shall be used solely for putting.

ARTICLE XII **EAST AND WEST TOWER LOBBY AREAS**

Section 1. General Use

- 1.1. Hours of Use. The set-up and clean-up of the East and West Tower lobby areas must fall within the 8:00 a.m. to 10:00 p.m. daily hours.
- 1.2. Guests. The maximum number of non-resident guests per apartment permitted to use a lobby area shall be ten, unless by prior reservation. The authorized host must be present at all times.
- 1.3. Decoration. Nothing is to be attached to or draped from any of the walls, columns, or other lobby surfaces.
- 1.4. Sound. No sound amplifiers, live bands or loud musical instruments are allowed to be used

in the lobby areas. Speakers may be used so long as they do not disturb other occupants.

Section 2. Reservations

- 2.1. Making a Reservation. Reservations shall be made with the Management Office according to procedures established by the Board of Directors. Unless otherwise authorized by the Management Office, reservations shall be made no more than sixty days prior to the date being reserved. Upon making the reservation the reserving occupant owner or occupant lessee shall deposit with the General Manager the refundable sum of \$50, within three working days, as security against damage and cleanup costs.
- 2.2. Time Limitation. The East and West Tower Lobby areas may be reserved for a maximum of six hours on a first-come, first-served basis by occupant owners and occupant lessees.
- 2.3. Capacity Limitation. The total maximum number of **persons** per function in either lobby shall be thirty-five, including residents and guests. Only the Board of Directors may grant exceptions to this rule. The authorized host must be present in the lobby during the entire time period of the reservation.
- 2.4. Facility Limitations. Both East and West Tower lobbies cannot be reserved at the same time by any person or group of persons, nor may they reserve a barbecue area on the same day of the reservation.

DOCUMENTS AT THE MANAGEMENT OFFICE

- Paragraph E of the Declaration
- Restrictions on Antenna, Satellite Dish, and Similar Structures
- Mauna Luan's Fair Housing and Equal Employment Policy on Discrimination and Harassment
- Mauna Luan's Fair Housing and Harassment Policy
- Restated Bylaws