



MAUNA LUAN

**HOUSE RULES
JANUARY 2008 PUBLICATION**

AOAO MAUNA LUAN, INC.

HOUSE RULES

These Association of Apartment Owners of the Mauna Luan, Inc., House Rules have been adopted to maximize the quality of the living environment in the condominium.

The residents of the project are a diverse group of all ages, the core being working people. Inevitably, the Rules have to be compromises of the many different interests of these residents. Living in a community like ours does require some adjustment of life style and a lot of mutual consideration.

Our Rules cannot envisage every possible situation. The Management Office invites questions and suggestions. If you see violations of our House Rules, please let Management or Security know -- call, write or visit the office. 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. Owners should become knowledgeable of occupancy restrictions before obligating their property to others.
2. Lifeguard services, equipment instruction or safety supervision is not provided in any of the recreational areas.
3. Surveillance cameras mounted in our elevators, and elsewhere on the premises, are utilized in the enforcement of our house rules and for the protection of our property.
4. Compliance with the House Rules, including supervision of guests, is the legal and financial responsibility of each occupant owner and occupant lessee.
5. The Mauna Luan was designed as an open-air living facility. Because of this, noise can be a major factor affecting all residents. Please be considerate of your neighbors when going about your daily routines and try to refrain from unnecessary noise.

Board of Directors
Association of Apartment Owners
of the Mauna Luan, Inc.

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

TABLE OF CONTENTS

DEFINITIONS

Section 1.	Owner	iv
Section 2.	Lessee	iv
Section 3.	Guest	iv
Section 4.	Registered Guest	iv
Section 5.	Management Personnel	v
Section 6.	Occupant	v
Section 7.	Person	v
Section 8.	Premises	v
Section 9.	Common Elements	v
Section 10.	Limited Common Elements	v
Section 11.	Barbecue Areas	v
Section 12.	Recreation Building	v
Section 13.	Swimming Recreation Area	v
Section 14.	Swimming Pool Area	v
Section 15.	Golf Putting Area	v
Section 16.	East Tower Lobby	vi
Section 17.	West Tower Lobby	vi
Section 18.	Boat Storage and Vehicle Washing Area	vi
Section 19.	Commercial Purposes	vi

ARTICLE I. ENFORCEMENT

Section 1.	Authority	1
Section 2.	Costs of Enforcement	1
Section 3.	Receipt of House Rules	1
Section 4.	Monetary Fines	1

ARTICLE II. GENERAL

Section 1.	Use	2
Section 2.	Registration	2
Section 3.	Non-Occupant Owner	2
Section 4.	Invitations to Guests	2
Section 5.	Noise	3
Section 6.	Responsibility of Owner	3
Section 7.	Solicitation	3
Section 8.	Keys to Apartments	3
Section 9.	Authority for Access	3
Section 10.	Exterior Surfaces	3

Section 11.	Air Conditioning	4
Section 12.	Window Coverings	4
Section 13.	Screens	4
Section 14.	Screen Doors	4
Section 15.	Glass Tint; Exterior Window Surfaces	4
Section 16.	Nameplates, Decorations and Personal Items	5
Section 17.	Deliveries	5
Section 18.	Dusting and Sweeping	5
Section 19.	Apartment Maintenance	5
Section 20.	Activity on Premises	5
Section 21.	Combustible Substances	5
Section 22.	Planters	6
Section 23.	Refuse	6
Section 24.	Offensive Acts	6
Section 25.	Liability for Damage	6
Section 26.	Association Disclaimer of Liability	6
Section 27.	Floor Coverings	6
ARTICLE III.	COMMON ELEMENT KEY POLICY	
Section 1.	Ownership	7
Section 2.	Duplication	7
Section 3.	Issuance	7
ARTICLE IV.	COMMON AND LIMITED COMMON ELEMENTS	
Section 1.	Reservations	8
Section 2.	Obstruction of Ingress and Egress	8
Section 3.	Doormats and Plants	8
Section 4.	Moving	8
Section 5.	Elevators	9
Section 6.	Common Element Furniture	9
Section 7.	Signs	9
Section 8.	Bulletin Boards	9
Section 9.	Fire Equipment	9
Section 10.	Bicycles and Tricycles	9
Section 11.	Guest's Use of Common or Limited Common Elements	9
Section 12.	Identification	10
Section 13.	Restriction on Use	10
Section 14.	Hour Restriction	10
Section 15.	Controlled Items (Equipment and Keys)	10
Section 16.	Ingress and Egress	10
Section 17.	Smoking Restrictions	10
ARTICLE V.	VEHICLES AND PARKING	
Section 1.	Vehicle Definition	10
Section 2.	Vehicle Registration	11
Section 3.	Vehicle Operation	11
Section 4.	Vehicle Condition	11

Section 5.	Parking Stalls	11
Section 6.	Loading Zones	11
Section 7.	Unauthorized Parking	12
Section 8.	Vehicle Repair	12
Section 9.	Vehicle Washing	12
Section 10.	Boat Storage	12
ARTICLE VI. PETS		
Section 1.	Pets	12
Section 2.	Registration and Fees	13
Section 3.	Control of Pets	13
ARTICLE VII. BARBECUE AREAS		
Section 1.	Hours of Use	14
Section 2.	Number of Guests	14
Section 3.	Group Use	14
Section 4.	Reservation of Areas	14
Section 5.	Time Limit	14
Section 6.	Prohibited Objects	14
Section 7.	Cleanup	14
ARTICLE VIII. RECREATION BUILDING		
Section 1.	Hours of Use	15
Section 2.	Guests	15
Section 3.	Group Use	15
Section 4.	Reservation of Handball Courts	15
Section 5.	Exercise Room	15
Section 6.	Spa Areas	15
Section 7.	Handball Equipment	16
Section 8.	Cleanup	16
Section 9.	Prohibited Conduct	16
Section 10.	Pool Tables/Ping Pong Tables	16
Section 11.	No Smoking Area	16
Section 12.	Minor Persons	16
ARTICLE IX. SWIMMING POOL AREAS		
Section 1.	Hours of Use	16
Section 2.	Guests	17
Section 3.	Group Use	17
Section 4.	Minor Persons	17
Section 5.	Identification	17
Section 6.	Pool Use	17
Section 7.	Whirlpools	17
Section 8.	Food and Beverages	17
Section 9.	Health Regulations	17
Section 10.	Prohibited Conduct	18
Section 11.	Prohibited Objects	18
Section 12.	Radios	18
Section 13.	Lounge Chairs	18

ARTICLE X.	EAST AND WEST TOWER LOBBY AREAS	
Section 1.	Hours of Use	18
Section 2.	Guests	18
Section 3.	Reservations	18
Section 4.	No Smoking Area	19
ARTICLE XI.	GOLF PUTTING AREA	
Section 1.	Guests	19
Section 2.	Use	19
ARTICLE XII.	RESTRICTIONS ON ANTENNA, SATELLITE DISH, AND SIMILAR STRUCTURES	
Section 1.	Introduction	20
Section 2.	Definitions	20
Section 3.	Location, Size and Number Restrictions	21
Section 4.	Installation	22
Section 5.	Maintenance and Repair	24
Section 6.	Process and Procedure	25
	Notification Form	26

DEFINITIONS

Section 1. 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.

Section 2. Lessee. "Lessee" means a person occupying an apartment pursuant to the terms of a written lease which must be filed in the Management Office.

Section 3. Guest. "Guest" means a person, other than an owner, lessee or registered guest, on the premises pursuant to the invitation of an occupant owner, occupant lessee or registered guest.

Section 4. 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.

Section 5. Management Personnel. "Management Personnel" means and includes the General Manager and the Operations Manager.

Section 6. Occupant. "Occupant" means:

a. Any person lawfully occupying an apartment for any period of time, whether otherwise defined as an owner, lessee or registered guest.

b. An owner entitled to possession of an apartment not leased by such owner to another person.

Section 7. Person. "Person" means an individual, firm, corporation, partnership or other legal entity.

Section 8. Premises. "Premises" means the entire condominium project, consisting of apartments, common elements and limited common elements.

Section 9. Common Elements. "Common Elements" includes the land, yards, grounds, landscaping, refuse facilities, swimming pools, recreational facilities, driveways, recreation (spa) building and common utility facilities.

Section 10. 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.

Section 11. 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.

Section 12. Recreation Building. "Recreation Building," also referred to as the Spa Building, includes the one-story building in front of the East Tower, including all recreational facilities within.

Section 13. 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.

Section 14. Swimming Pool Area. "Swimming Pool Area" includes that portion of the premises within the Swimming Recreation Area other than barbecue areas and recreation building.

Section 15. Golf Putting Area. "Golf Putting Area" includes the area immediately to the west of the West Tower containing putting facilities.

Section 16. 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.

Section 17. 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.

Section 18. Boat Storage and Vehicle Washing Area. "Boat Storage and Vehicle Washing Area" includes the blacktopped area immediately to the east of the East Tower near the east property line.

Section 19. Commercial Purposes. 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.

Change to Mauna Luan House Rules (2008 Edition)

{Effective: October 29, 2008}

[New language is highlighted and language to be deleted is lined out]

Section 5. 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 (12) 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, boat 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.** ~~With the exception of vehicles and boats on trailers with an overall end-to-end length not exceeding sixteen feet and an overall width not exceeding eight feet, N~~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 \$25.00 charge to have their parking stall cleaned. The parking structure shall be used for vehicle and boat parking consistent with this section, and ingress and egress, and for no other purpose, except as specifically authorized by the Board of Directors.

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

These house rules are effective on **January 30, 2008**, superseding all previous house rules. They apply to all owners, lessees, occupants and/or users of the Mauna Luan.

ARTICLE I
ENFORCEMENT

Section 1. Authority. Compliance with the house rules is required by both the Hawaii Revised Statutes and the By-laws of the Mauna Luan.

Section 2. Costs of Enforcement. The cost of enforcement, including reasonable attorney's fees, incurred by or on behalf of the Association, is the obligation of the apartment owner responsible for the conduct of the person violating the House Rules.

Section 3. Receipt for House Rules. Each owner and lessee shall be provided a copy of the House Rules by the General Manager at the time of registration for occupancy. The terms of any written lease between an owner and a lessee shall incorporate the House Rules by reference and require compliance by the lessee.

Section 4. Monetary Fines

a. Notwithstanding other specific fines outlined elsewhere in these house rules the General Manager may impose a monetary fine on any owner, resident, or other person who is issued more than three House Rule Violation Notices (citations), prepared by Security and reviewed by the General Manager, in any 60-day period. The fourth and subsequent citations issued during any 60-day period will be \$25.00 each.

b. The Board of Directors, upon recommendation of the Management Staff, may impose a fine of \$50.00 to \$150.00 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.

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.

ARTICLE II

GENERAL

Section 1. Use. The apartments shall be used only as private residential dwellings. The premises shall not be used for commercial purposes (See DEFINITIONS, Section 19, for an interpretation of commercial purposes).

Section 2. Registration

a. Apartments shall not be rented for transient or hotel purposes which is defined as rental for any period less than 90 days. Owners and lessees occupying an apartment for any period must register with the Management Office at the time of commencement of occupancy. 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. This fee is currently \$40.00 and may be changed from time to time by the Board of Directors. Owners or their agents are required to ensure registration of their lessees, and guests, required by this section to be registered.

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 without payment, may be registered with the Management Office as a House Sitter whose duration of stay may be concurrent with the absence of the occupant owner or occupant lessee.

Section 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 occupant owner or occupant lessee.

Section 4. Invitations to Guests. Guests may be invited onto the premises only by an occupant owner, occupant lessee or registered guest and not by a non-occupant owner, unless the non-occupant owner is attempting to lease or sell his/her vacant unit or conducting maintenance and/or repairs on his/her unit.

Section 5. 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 rule will be enforced at all times of day and will be especially emphasized between 10:00 p.m. and 8:00 a.m. 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 between the hours of 10:00 p.m. and 8:00 a.m.

Section 6. Responsibility of Owner. Owners shall be responsible for ensuring compliance, by their lessees and guests, with the House Rules. Owners shall be responsible, including liability for damages, for the conduct of their lessees and guests.

Section 7. Solicitation. No soliciting of goods or services or charitable, religious, political or other cause of any nature whatsoever shall be permitted on the premises. Soliciting shall be defined as the attempt to sell goods or obtain donations by going door-to-door either in person or with advertisements.

Section 8. Keys to Apartments. Each owner or lessee shall, 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. 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. The Management Office has been furnished a key to the apartment in accordance with the first sentence of this section.

b. Management or designated Security Personnel has personal knowledge that the person locked out is the occupant owner, lessee, or registered guest of that apartment or a member of his or her family.

c. Management or designated Security Personnel shall collect a fee to be paid to the Association for opening an apartment after regular office hours. This fee is currently \$10.00 after normal office hours up to 10:00 p.m., and \$20.00 from 10:00 p.m. until 8:00 a.m.

Section 9. Authority for Access. 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 10. 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, or install any machines or other equipment or appurtenances on the exterior of the buildings or protruding from the interior of the project.

Section 11. 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.

Section 12. 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 present a neat, outward appearance.

Section 13. 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. The screens may only be mounted on the INSIDE sill or frame.

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. The attachment devices must be identical in color with the approved frame color in 13.b above and must be made of materials and according to specifications approved by the Board of Directors.

d. The screen material must be black screen cloth.

e. The screens, frames and attachment devices must be continually maintained in a safe condition, in a neat outward appearance and in compliance with the provisions of this section.

f. 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.

Section 14. 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. Caution: if you install a non-approved screen door you may be required to remove it.

Section 15. 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.

Section 16. 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.

Section 17. Deliveries. No Mauna Luan personnel shall accept deliveries of mail or personal property on behalf of any occupant. The Association, Board of Directors, and employees thereof shall 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 and limited common elements.

Section 18. 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 or limited 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 or limited common elements.

Section 19. Apartment Maintenance. The repair and maintenance of apartment interiors, and the cleaning and maintenance of louvered windows facing corridors, and upkeep of any security door or window covering, is the responsibility of each apartment owner. The 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 or limited common elements.

Section 20. Activity on Premises. Nothing shall be allowed, done or kept in any apartment, common or limited 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. Nothing shall be thrown or emptied by any person out of windows or doors into or onto the common or limited common elements. 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 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.

Section 21. Combustible Substances. No explosives of any nature whatsoever, including without limitation fireworks and black powder, shall 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 be brought onto, stored or used on the premises.

Section 22. 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 they are appurtenant to.

Section 23. 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. All trash shall be secured in bags and must be placed in the trash chutes. 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. 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. 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. Corrugated boxes must be broken down and taken to the ground level trash bins.

Section 24. 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 or limited 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.

Section 25. 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 or limited common elements, unless such loss, damage, injury or death shall have been due to the sole fault or negligence of the Association, the Board of Directors or any agent or employee thereof.

Section 26. 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. Offensive act includes any offense against person, property rights 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, 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. Each infraction of this rule may result in a fine of up to \$250.00 per infraction. In addition, this shall serve as notice that the Board of Directors intends to assist the appropriate authorities in prosecuting any violator. Actual prosecution for any offense shall not be a prerequisite for the assessment of fines under this rule.

Section 27. Floor Coverings. No tile or wood flooring, 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 in tile, wood or similar type of flooring within an apartment unit, noise insulating material must be included in the assembly. The noise insulating material must, at a minimum, have a sound transmission class (STC) of 55 and

an impact insulation class (IIC) of 55 . Floor coverings may be replaced only by other floor covering that provides the same sound insulation required above. Kitchens and bathrooms, 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. This rule shall be effective April 25, 2007, and will apply to any flooring installed after that date.

ARTICLE III

COMMON ELEMENT KEY POLICY

Section 1. Ownership. All common element keys will remain the property of the Association and not that of the individual apartment owners.

Section 2. Duplication. The duplication of common element keys is strictly prohibited.

Section 3. Issuance. The issuance of common element keys will be governed by the following rules:

a. Each Mauna Luan resident may be issued one key, plus one extra key per apartment, if desired. In no case will keys be issued to non-residents.

b. There will be a \$25.00 deposit per key that will be refunded upon return of the key.

c. Common element keys are serialized and refunds will only be given for the key(s) checked out by that particular resident.

d. All owners who are not permanent residents of the Mauna Luan may be issued keys 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(s) to the Management Office in accordance with the provisions set forth in paragraph 3.e below.

e. Keys should be returned to the Management Office for refund at the time an individual quits full-time residence at the Mauna Luan. In the event the key(s) are not returned, the Board directs the General Manager to send a letter to the last known address requesting the key(s) be returned within 30 days. If the key(s) are not returned within the requisite 30 days, the deposit will be forfeited and said key(s) will be removed from inventory and not re-coded at the next key change.

f. Real Estate Agents, acting on behalf of an owner, shall be able to check out Mauna Luan common element keys from the Management Office during office hours. These keys are to be turned in prior to departure from Mauna Luan premises. In anticipation of weekend or after hours showings, agents should plan to check out keys before close of business on the last working day prior to the showing. These keys will be turned in to the Security Guard House prior to departing the Mauna Luan.

g. Common element keys are only to be issued by the Management Office. In no case should agents or owners transfer keys to new tenants or any other person. These keys must be returned to the Management Office when an old tenant moves out for subsequent reissue to new tenants by the Association.

ARTICLE IV

COMMON AND LIMITED COMMON ELEMENTS

Section 1. Reservations. No common or limited common element may be reserved unless otherwise provided for in these House Rules.

Section 2. Obstruction of Ingress and Egress. The driveways, sidewalks, vehicle and bicycle lanes, passageways, walkways, lobby entryways, elevators, stairs and common corridors 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 security 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.

Section 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 or create a safety hazard. Any doormat must be (1) 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 (4) except in front of the "J" units where the maximum shall be six (6). 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.

Section 4. Moving. All moving involving commercial movers, U-Haul type rental trucks or vans, or large items of furniture, appliances or construction materials, should 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. 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.** 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. Any person found moving furniture, appliances, building materials, uncovered surfboards or other large items in an unpadded elevator shall be assessed a fine of \$50.00 for the first occurrence, and \$50.00 times the number of occurrences for subsequent violations. (Ex: \$100 for the second violation, \$150 for the third, etc.). Contractors and vendors must use padded elevators to move any items that cannot be hand carried. 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.

Section 5. 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 6. Common Element Furniture. Furniture, furnishings and other property of the Association located in the common and limited common elements shall not be altered or moved from its location without prior approval of the Management Office.

Section 7. 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.

Section 8. Bulletin Boards. Bulletin boards shall not be placed in the common or limited 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 (30) days.

Section 9. 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.

Section 10. 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. 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 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 left about any common or limited common element, but may be stored in the occupant's basement storage area.

Section 11. Guests' Use of Common or Limited Common Elements. Guests, who are not accompanied by and in the physical presence of a host occupant owner or occupant lessee, shall not use or remain in any of the common or limited common elements except for purposes of 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 guard.

Section 12. Identification. The Management and/or any Security Personnel are authorized to require any person in any of the common or limited common elements to identify himself or herself 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.

Section 13. Restriction on Use. All common elements and limited common elements shall be used only for their respective purposes as designed. Except as provided in Article VII, Barbecue Areas, through Article XI, Golf Putting Area, no person shall use any of the common or limited common elements for the purpose of engaging in any form of recreational or boisterous activity or loitering.

Section 14. Hour Restriction. No person shall use or remain in the common or limited 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.

Section 15. Controlled Items (Equipment and Keys). Controlled equipment, i.e., hand dollies, 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, after office hours, to the entryway security building by 9:00 p.m. daily.

Section 16. Ingress and Egress. Except for vehicles and boats entering or leaving the Car Wash and Boat Storage 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.

Section 17. Smoking Restrictions. Smoking on Mauna Luan premises shall be regulated by the guidelines contained in City and County Ordinances and the State of Hawaii Revised Statutes. Specifically, smoking is strictly prohibited anywhere within the buildings unless completely inside an individual apartment unit, or outside of the buildings or parking garage at a minimum of 20 feet from all entrances, exits or windows that open.

ARTICLE V

VEHICLES AND PARKING

Section 1. Vehicle Definition. For purposes of this Article the term "vehicle" shall mean automobile, trucks, motorcycles, motorbikes (mopeds) and other similar motorized transportation devices.

Section 2. Vehicle Registration. Except for a guest's use of a host's parking stall as authorized by Section 5, Parking Stalls, all vehicles parking in stalls assigned to an apartment must be registered with the Management Office. Registration will be either regular (persons residing under a lease agreement) 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.

Section 3. 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.

Section 4. Vehicle Condition. All vehicles, boats and boat trailers on the premises shall be in operating condition with current license 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. All vehicles shall be equipped with an effective muffler.

Section 5. 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 (12) 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. With the exception of vehicles, and boats on trailers with an overall length not exceeding sixteen feet and an overall width not exceeding eight feet, 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 \$25.00 charge to have their parking stall cleaned. The parking structure shall be used for vehicle and boat parking consistent with this section, and ingress and egress, and for no other purpose, except as specifically authorized by the Board of Directors.

Section 6. 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 (15) minutes. Only contractors scheduled with the Management Office are exempt from this time limit.

Section 7. Unauthorized Parking. Vehicles parked in parking stalls other than as authorized by Section 5 above, 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.

Section 8. Vehicle Repair. No major repairs may be made to any vehicle on the premises. For purposes of this section "major repair" is defined as a repair that may involve excessive noise or spillage of fluids.

Section 9. Vehicle Washing. No vehicle may be washed on the premises except in the vehicle washing and boat storage 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 the disturbance to other residents, any vacuum cleaner or similar device must be turned off when not in actual use.

Section 10. Boat Storage. Except as otherwise permitted by Section 5 above, boats and boat trailers too large for the parking structure may only be parked in the boat storage and vehicle washing area. 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 boat storage and vehicle washing area. Use of the area for boats, boat trailers, kayaks 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.

ARTICLE VI

PETS

Section 1. Pets. No dogs, livestock, poultry, rabbits or other animals whatsoever shall be allowed or kept in any part of the project except that cats and other common and generally accepted household pets in reasonable number may be kept by the apartment owners and occupants in their respective apartments. Permitted pets shall not be kept, bred or used therein for any commercial purpose, not allowed on any common elements except in transit when carried or on a leash. Any such pet causing a nuisance or unreasonable disturbance to any occupant of the project shall be permanently and promptly removed upon notice given by the Board of Directors or General Manager.

Notwithstanding the foregoing, certified guide dogs, signal dogs, or other animals upon which disabled occupants depend for assistance shall be permitted to be kept at the project and shall be allowed to walk throughout the common elements while on a leash, provided that such animals shall at all times be accompanied by the occupants to whom they belong while present upon the common elements. Further, this exception shall also apply to certified guide dogs, signal dogs, or other

animals depended upon by disabled guests of occupants. If such a certified guide dog, signal dog or other animal causes a nuisance or unreasonable disturbance, the owner thereof will be given an opportunity to rectify the problem by measures which fall short of ejection of the animal from the project. Ejection will be required only if the Board of Directors reasonably determines that less drastic alternatives have been unsuccessful. If such an animal is ejected, it will nonetheless be allowed to remain at the project for a reasonable period of time while the owner thereof attempts to find a suitable replacement animal, provided that the problem is controlled to a sufficient degree that the continued presence of the animal during that period of time does not constitute an unreasonable imposition upon other occupants.

Section 2. Registration and Fees. Each pet shall be registered with the Association in such manner as may be prescribed by the Board of Directors before it will be permitted on the premises. The registration of household pets and the amount of any registration and/or monthly fees therefor shall be as determined by the Board of Directors. Registration and monthly fees may be increased from time to time by the Board of Directors.

Section 3. Control of Pets. For those pets permitted on the premises by Section 1 above, the following shall apply:

a. Pets shall be walked off the premises. Pets shall not be kept, bred or used in any apartment for any commercial purpose. Except as otherwise provided by Section 1 above, with respect to pets depended upon by disabled occupants and guests for purposes of mobility, pets shall not be allowed on any common or limited common element except in transit when carried or on a leash which restricts the pet's movement to not more than one (1) foot from the handler.

b. Pet waste within 50 yards of the Mauna Luan premises constitutes a nuisance. Such waste must be picked up by the pet handler and disposed of in a proper container. Failure to pick up pet waste is a violation of City and County Ordinances, subjecting the offender to a fine.

c. In addition to the registration and monthly fees set forth in Section 2 above, the pet owner shall be responsible for the cost and expense of repair and cleaning of common and limited common elements incurred by the Association as a result of damage by his or her pet.

d. Except as otherwise provided in Section 1 above with respect to pets depended upon by disabled occupants for purposes of mobility, any pet causing a nuisance or unreasonable disturbance to any occupant shall be promptly and permanently removed from the premises upon notice given by the Board of Directors.

e. Feeding of wild or stray animals upon the common or limited common elements is not permitted.

ARTICLE VII

BARBECUE AREAS

Section 1. Hours of Use. The barbecue areas may only be used between the hours of 8:00 a.m. to 10:00 p.m. daily, to include set-up and clean-up.

Section 2. Guests. The maximum number of guests per apartment permitted to use a barbecue areas shall be ten. Guests may not use the barbecue areas unless accompanied by a host occupant owner or occupant lessee.

Section 3. Group Use. Notwithstanding the guest provision in Section 2 above, the maximum number of apartments that may combine for use of any barbecue area shall be two (2), with a maximum number of twenty (20) persons.

Section 4. Reservation of Areas. Barbecue areas numbers 1, 5, 6, and 9 may be reserved on a first-come, first-serve basis by occupant owners and occupant lessees subject to the following:

a. Reservations shall be made with the Management Office not more than ten (10) days prior to the date being reserved according to procedures established by the Board of Directors.

b. A reservation shall be forfeited if the reserving person is not present at the reserved area within fifteen (15) minutes of the time reserved.

c. 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.

d. Only one barbecue reservation per apartment, per day, is permitted.

e. Due to limited facilities, 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 5. 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.

Section 6. Prohibited Objects. Personal barbecues, hibachis and other types of outdoor cooking devices shall not be used on the premises. No personal furniture, including but not limited to, chairs, awnings, etc., shall be used or brought into the barbecue areas.

Section 7. Cleanup. After use, the barbecue areas shall be cleaned by the user and left in a neat condition. Barbecue covers **should not be replaced after use** to allow sufficient time for the burners to cool.

ARTICLE VIII

RECREATION BUILDING

Section 1. Hours of Use. The recreation building may only be used between the hours of 7:30 a.m. to 10:00 p.m. daily, with the exception that the exercise room, spa areas and racquetball/handball courts may be used from 5:30 a.m. to 10:00 p.m. daily.

Section 2. Guests. With the exception of racquetball/handball courts as referenced in Section 4 below, the exercise room as referenced in Section 5 below, and the men's and women's spa areas as referenced in Section 6 below, the maximum number of guests per apartment permitted to use the recreation building shall be ten. Guests may not use the recreation building unless accompanied by a host occupant owner or occupant lessee.

Section 3. Group Use. Notwithstanding the guest provisions in Section 2 above, the maximum number of apartments that may combine for use of the recreation building shall be two (2), with a maximum number of twenty (20) persons.

Section 4. Reservation of Racquetball/Handball Courts. The two racquetball/handball courts may be reserved on a first-come, first-serve basis by occupant owners and occupant lessees subject to the following:

a. Reservations shall be made with the entryway security building according to procedures and time limits established by the Board of Directors. No reservation may be made more than 12 hours in advance of the time the court is to be used.

b. The maximum number of guests per apartment permitted to use the racquetball/handball courts shall be three.

c. A reservation shall be forfeited if the reserving person is not present at the reserved court within fifteen (15) minutes of the beginning of the time reserved.

d. Racquetball/handball courts may be used without a reservation if they are not reserved.

Section 5. Exercise Room. The maximum number of guests per apartment permitted to use the exercise room shall be two at any time. No person is allowed in the weight room unless actually using or waiting to use the exercise equipment. While in the exercise room all users shall wear footwear and for sanitary and aesthetic purposes, wipe off all exercise equipment after use.

Section 6. Spa Areas. The maximum number of guests per apartment permitted to use the spa areas shall be two at any time.

Section 7. Racquetball/Handball Equipment. Only regulation racquetball and handball equipment shall be used in the racquetball/handball courts. Players shall wear appropriate court shoes. Black soled shoes of any kind are not allowed. Tennis balls and tennis racquets shall not be used in the racquetball/handball courts.

Section 8. Cleanup. After use, the recreation building facility used shall be cleaned by the occupant owner or occupant lessee and left in a neat condition.

Section 9. Prohibited Conduct. Men shall not enter the recreation building spa area specifically designated for women and vice versa. 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.

Section 10. Pool Tables/Ping Pong Tables. The pool tables and ping pong tables may be used only by occupant owners, occupant lessees, and their guests, as outlined in Section 1 and 2. The pool table may be reserved on a first-come, first-served basis with security. The pool table may be used without a reservation if it has not been previously reserved. Cue sticks, pool balls and ping pong equipment are available for sign-out through the entryway security building. Players are limited to a maximum of one hour if others are known to be waiting to play. No one shall sit or place food or beverages on any pool table or ping pong table or otherwise use them for anything other than their designated purpose. In the event of damage, the repair, replacement or restoration of any of the pool or ping pong equipment shall be the responsibility of the host occupant owner or occupant lessee. Table covers must be replaced and all equipment returned when playing is completed.

Section 11. No Smoking Area. The Recreation Building has been designated as a No Smoking area. Smoking is only permitted outside the main building a minimum of twenty (20) feet from any entrance, exit or window that opens.

Section 12. Minor Persons. No person under the age of twelve (12) shall be permitted to use or remain in the Recreation Building, whirlpools or cold soak unless accompanied and constantly supervised by a responsible adult.

ARTICLE IX

SWIMMING POOL AREAS

Section 1. Hours of Use. The swimming pool areas may only be used between the hours of 8:00 a.m. to 10:00 p.m. daily.

Section 2. Guests. The maximum number of guests per apartment permitted to use the swimming pool areas shall be ten. Guests may not use the swimming pool areas unless accompanied by a host occupant owner or occupant lessee, unless authorized pursuant to Article IV, Section 11.

Section 3. Group Use. Notwithstanding the guest provision in Section 2 above, the maximum number of apartments that may combine for use of the swimming pool areas shall be two (2), with a maximum number of twenty (20) persons.

Section 4. Minor Persons. Parents and/or guardians are responsible for the safety and conduct of their children and are expected to utilize reasonable judgement in determining whether their children may safely utilize the pool and swimming pool areas without adult supervision. No person under the age of twelve (12) shall be permitted to use or remain in the swimming pool areas unless accompanied and constantly supervised by a responsible adult. When in the swimming pool areas, children who are not toilet trained must wear swimming diapers, manufactured specifically for use in swimming pools.

Section 5. Identification. The Management or any Security Personnel are authorized to require any person in the swimming pool areas 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 physical presence of the host.

Section 6. Pool Use. Only swimming apparel manufactured or made as such (no cutoffs) may be worn in the swimming pools and whirlpools. No hairpins, rollers, suntan lotion or sand shall be worn or left on the body when entering any swimming pool or whirlpool. All persons should shower immediately before entering any swimming pool or whirlpool.

Section 7. 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. No person under the age of twelve (12) shall be permitted to use or remain in any whirlpool unless accompanied and constantly supervised by a responsible adult. 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.

Section 8. Food and Beverages. No food or beverages are permitted within 6 feet of the swimming pools or whirlpools. No glass items are permitted around the swimming pools. Only plastic cups, plastic containers, or cans may be used outside the barbecue areas.

Section 9. Health Regulations. Any person having a disease, which is generally accepted by the medical community as communicable through casual contact, shall be excluded from the swimming pools and whirlpools.

Section 10. Prohibited Conduct. While in the swimming pool areas, no person shall run on any concrete surface, climb on any rock, 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 pool areas.** 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 the Management or any Security Personnel.

Section 11. Prohibited Objects. Ball sports, frisbee playing and similar games shall not be permitted in the swimming pool areas. 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 pool areas.

Section 12. Radios. Radios and other electronic or mechanical sound reproduction devices may be used in the swimming pool areas so long as earphones are being used or the sound does not disturb other residents.

Section 13. Lounge Chairs. Lounge chairs in the swimming pool areas may not be reserved. A lounge chair remaining unused for more than 30 minutes is available for use despite an attempt by the prior user to reserve it by placing a towel or other object on it.

ARTICLE X

EAST AND WEST TOWER LOBBY AREAS

Section 1. Hours of Use. The East and West Tower Lobby areas may only be used between the hours of 8:30 a.m. and 10:00 p.m. daily, to include set-up and clean-up.

Section 2. Guests. Except as otherwise permitted by Section 3 below, the maximum number of guests permitted to use the East or West Tower Lobby areas shall be ten. Guests may not use the East and West Tower Lobby areas unless accompanied by and in the physical presence of an occupant owner or occupant lessee.

Section 3. Reservations. 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 subject to the following:

- a. Reservations shall be made with the General Manager according to procedures established by the Board of Directors.
- b. Unless otherwise authorized by the General Manager, reservations shall be made no more than sixty (60) days prior to the date being reserved.
- c. The total maximum number of **persons** per function in either lobby shall be thirty-five (35). Only the Board of Directors may grant exceptions to this rule.
- d. Both East and West Tower lobbies cannot be reserved at the same time by any person or group of persons.
- e. Upon making the reservation the reserving occupant owner or occupant lessee shall deposit with the General Manager the refundable sum of \$25.00, within three working days, as security against damage and cleanup costs.
- f. The two lobby areas may be reserved only during the hours of 8:00 a.m. to 10:00 p.m. daily.
- g. Occupants reserving a lobby area may not reserve a barbecue area on the same day of the reservation.
- h. No sound amplifiers, live bands or loud musical instruments are allowed to be used in the lobby areas. Radios and other electronic or mechanical sound reproduction devices may be used so long as they do not disturb other occupants.
- i. Nothing is to be attached to any of the walls, columns or other lobby surfaces, nor shall any items be draped from ceiling fans.
- j. The host occupant owner or occupant lessee must be present in the lobby reserved during the entire period for which it is reserved.

Section 4. No Smoking Area. The East and West Lobbies, and West Lobby lanai, have been designated as No Smoking areas. Smoking is only permitted outside the main lobbies at a minimum of twenty (20) feet from any entrance, exit or window that opens.

ARTICLE XI

GOLF PUTTING AREA

Section 1. Guests. The maximum number of guests per apartment permitted to use the golf putting area is three. Guests may not use the golf putting area unless accompanied by a host occupant owner or occupant lessee.

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

ARTICLE XII

RESTRICTIONS ON ANTENNA, SATELLITE DISH, AND SIMILAR STRUCTURES

Section 1. Introduction. This Section is adopted by the Board of Directors pursuant to Hawaii Revised Statutes §514A-89, Article V, Sections 3(f), (g), (m) and (n), and Article V, Section 4 of the By-Laws. The Board of Directors recognizes that the Federal Communications Commission has adopted Regulations that purport to preempt part of Article V, Sections 3(f), (g), (m) and (n) of the By-Laws.

Section 2. Definitions

a. "Reception Antenna" means any device used to receive video programming services intended for reception in the viewing area. Examples of video programming services include direct broadcast satellite services, multipoint distribution services, and television broadcast signals. The mast supporting the Reception Antenna, cabling, supports guy wires, conduits, wiring, fasteners, bolts or other accessories for the Reception Antenna is part of the Reception Antenna. A Reception Antenna that has limited transmission capability designed for the Viewer to select or use video programming is a Reception Antenna provided it meets Federal Communications Commission standards for radio frequency radiation.

b. "Similar Structures" are any structure, item, device, or equipment that is comparable in size and weight to a Covered Antenna and pose a similar or greater safety risk to a Covered Antenna.

c. "Transmission Antenna" means any device used to transmit radio, television, cellular, or other signals other than a Covered Antenna.

d. "Ancillary Transmission Antenna" means a separate antenna that works in conjunction with a Reception Antenna which is necessary for the Viewer to select or use video programming, provided that the separate antenna meets Federal Communications Commission standards for radio frequency radiation.

e. "Covered Antenna" means:

(1) An Ancillary Transmission Antenna, provided that an Ancillary Transmission Antenna for a DBS or MDS Reception Antenna shall not be larger than one meter in diameter; or

(2) A Reception Antenna designed to:

(a) receive Direct Broadcast Satellite Service (DBS) not larger than one meter in diameter;

(b) receive Multipoint Distribution Service (MDS) not larger than one meter in diameter;
or

(c) receive television broadcast signals.

f. "Exclusive Use Area" means any portion of the resident's apartment or any portion of the limited common element as defined in the Declaration which is appurtenant to the resident's apartment.

g. “General Common Element” means any common element not a limited common element. Residents do not have the exclusive use of control of any of the general common elements.

h. “Impairment” or “Impair” means that: (a) the Covered Antenna is unable to receive an acceptable quality signal; (b) the cost of the installation, maintenance or use of the Covered Antenna would be unreasonable increased; or (3) the installation, maintenance or use of the Covered Antenna would be unreasonably delayed.

Section 3. Location, Size and Number Restrictions

a. Transmission Antennas are prohibited unless approved in writing by the Board of Directors prior to installation. The Board has the sole discretion in granting or denying the installation of a Transmission Antenna. If a Transmission Antenna is permitted by the Board, it shall, at a minimum, comply with the requirements for Similar Structures. The Board may place additional conditions and requirements on the installation of Transmission Antennas.

b. No resident shall install or maintain Covered Antennas or Similar Structures on the Project except on the resident’s Exclusive Use Areas.

c. A Covered Antenna or Similar Structure which encroaches on the air space of another Owner’s apartment or limited common element or onto the General Common Elements does not comply with this rule.

d. Covered Antennas must be placed in areas that are shielded from view from outside the Project or from other Units to the extent possible; provided that nothing in this rule shall require the Impairment of a Covered Antenna. Screening may be required by the Board after the installation in appropriate instances.

e. Covered Antennas shall be placed in the first of the following locations which does not Impair the Covered Antenna:

(1) Within the apartment; or

(2) Within an Exclusive Use Area inside a building, if any.

f. Covered Antennas and Similar Structures shall not be placed in areas where it blocks fire exits, walkways, ingress or egress from an area, fire lanes, fire hoses, fire extinguishers, safety equipment, electrical panels, water shut-off valves or other areas necessary for the safe operation of the Project. The purpose of this rule is to permit evacuation of the Units and Project and to provide clear access for emergency personnel.

g. Covered Antennas and Similar Structures shall not be placed within two feet of electric power lines and in no event shall they be placed within an area where it can be reached by the play in the electric power lines. The purpose of this rule is to prevent injury or damage resulting from contact with the power lines.

h. Covered Antennas shall be no larger than necessary for reception of an acceptable quality signal; provided that under no circumstances shall DBS or MDS Reception Antennas be larger than one meter in diameter or diagonal measurement.

i. Masts shall be no taller than necessary for reception of an acceptable quality signal; provided all masts taller than 12 feet if mounted above the first floor of the building shall require the prior written approval of the Board. The Owner shall provide detailed plans and specifications for the installation. The purpose of this rule is to address safety concerns relating to wind loads and the risk of falling structures. These safety concerns are heightened whenever structures are installed on a tall mast substantially above ground level.

j. No resident may install more than one (1) television antenna or more than one (1) Covered Antenna from any video programming service provider.

Section 4. Installation

a. Installation of Covered Antennas and Similar Structures shall be by a qualified person knowledgeable about the proper installation of Covered Antennas and Similar Structures. The purpose of this rule is to promote the proper and safe installation of Covered Antennas and Similar Structures.

b. If installed by a contractor, the contractor shall be licensed and have insurance with the following limits:

(1) Commercial General Liability (including Completed Operations): \$1,000,000 and

(2) Workers' Compensation: Statutory Limits.

c. Installation of a Covered Antenna or Similar Structure shall be in accordance with all applicable building, fire, electrical and related codes and a building permit shall be obtained if required by law.

d. Unless contrary to law or these rules, installation of Covered Antennas or Similar Structures shall be in accordance with the manufacturer's installation specifications. The installer shall have a copy of such specifications on site at all times during the installation. A copy of the specifications shall be provided to the Association within 72 hours of the installation.

e. Wiring from the Covered Antenna to the television set(s) shall be installed so as to be minimally visible and blend into the material to which it is attached.

f. There shall be no penetrations of the walls, floors or ceilings of the building unless they are part of the Exclusive Use Area. Residents are authorized to penetrate General Common Area walls, floors or ceiling not a part of the Exclusive Use Area provided that the resident complies with the other provisions of these rules. Otherwise, the following devices shall be used:

(1) Devices which permit the transmission of signals from one face of a glass pane to the other without cutting or drilling a hole through the glass pane;

(2) Devices which permit the transmission of signals from one face of a wall to the other face without cutting or drilling a hole through the wall;

(3) Devices which permit the transmission of signals from the Covered Antenna to the television set through or over the air signals; and

(4) Existing wiring for transmission of video programming signals.

g. If penetrations of the walls, floors or ceilings of the building are permitted, the penetrations shall be properly waterproofed or sealed in accordance with acceptable industry standards and applicable codes. The purpose of this rule is to prevent structural damage to the building.

h. If Covered Antennas or Similar Structures are visible from outside the apartment, they must be painted to match the color of the building to the extent that the painting will not impermissibly Impair the Covered Antenna. In addition, the Board may require a resident to install inexpensive screens or plants to shield the Reception Antenna from view provided that the screens or plants do not Impair the Covered Antenna. Such a requirement may be imposed by the Board at any time.

i. In the event the addition of any screening or painting would unreasonably increase the cost of installation, but not otherwise Impair the Covered Antenna, the Association, at its option, may pay for a portion of the cost of the screening or painting and the Owner shall permit the screening to be installed or the Covered Antenna to be painted.

j. Any resident installing, maintaining, or using a Covered Antenna shall do so in such a way that it does not damage the General Common Elements or the Units, void any warranties of the Association or other Owners, or impair the water tight integrity of the buildings.

k. Covered Antennas and Similar Structures shall be securely installed and masts shall be constructed of corrosive-resistant noncombustible materials. If necessary for a secure installation, the Covered Antenna and Similar Structure shall be secured to the Exclusive Use Area and have guy wires securing the device to the Exclusive Use Area. Guy wires, bolts, and similar items may not be attached to the General Common Elements or other apartments. The purpose of this Rule is to prevent the falling or other movement of structures.

l. For safety concerns relating to electricity and lightning, all Covered Antennas and Similar Structures shall be permanently and effectively grounded.

m. The Association, in the sole discretion of the Board, may provide video programming signals to the residents. A Covered Antenna shall not be installed to receive a video programming signal that is provided by the Association. In the event that the Association provides video programming signals to the residents, those Covered Antennas previously installed may be removed by the Association at its expense.

Section 5. Maintenance and Repair

a. The Owner shall be responsible for the maintenance of any Covered Antenna or Similar Structure installed by the Owner or one of the Owner's residents. Maintenance and repair shall include, but not be limited to:

(1) Re-attachment or removal within 72 hours of dislodgement from its original point of installation.

(2) Repainting or replacement, if for any reason the exterior surface of the Covered Antenna or Similar Structure becomes worn, disfigured or deteriorated.

(3) Repair or replacement, if for any reason the Covered Antenna or Similar Structure no longer retains its original condition.

(4) Repair or replacement to prevent the Covered Antenna or Similar Structure from becoming a safety hazard.

b. Should the Owner fail to properly maintain the Covered Antenna or Similar Structure, the Association may, after notification to the Owner, fine the Unit Owner following notice and opportunity for hearing and take such further action, legal or otherwise, as permitted by Declaration or statute.

c. Except in an emergency situation, the Board shall notify the Owner, in writing, that the Covered Antenna or Similar Structure requires maintenance, repair or replacement, and that such maintenance, repair or replacement must be completed within 30 days of such notification unless extended by the Board.

d. If any required work is not completed within the time period for completion of the repair, maintenance or replacement, the Association may remove and/or repair the covered Antenna at the expense of the Unit Owner, such expense being added to the Owner's assessment.

e. The Owner of the apartment or Exclusive Use Area in which the Covered Antenna or Similar Structure is located is responsible for all costs associated with his Covered Antenna including, but not limited to, costs to: (1) repair, maintain, remove and replace the Covered Antenna; (2) repair damages to the common elements, the Unit, other Units and other property caused by the installation, existence or use of the Covered Antenna; (3) pay for medical expenses incurred by persons injured by the installation, existence or use of the Covered Antenna; and (4) reimburse residents or the Association for damages caused by the installation, existence or use of the Covered Antenna.

f. It shall be the Owner's responsibility to remove any Covered Antenna or Similar Structure when the Association maintains, repairs or replaces building components if the removal is necessary for the orderly completion of the work. Such removal shall take place within 72 hours of written notification, except in emergency conditions, when removal shall take place immediately. The cost of removal and replacement shall be the responsibility of the Owner.

g. Should the Owner fail to remove the Covered Antenna or Similar Structure in a timely fashion, the Association may remove it at the expense of the Owner and the Association shall not be responsible for damage to the Covered Antenna or Similar Structure.

h. In the event the Owner removes a Covered Antenna or Similar Structure, the Owner shall promptly restore the property to its original condition.

Section 6. Process and Procedure

a. In the event of a violation of these rules, the Association may bring an action for declaratory relief with the Federal Communications Commission (FCC) or any court having jurisdiction over the matter. If the rules have been upheld by the FCC or by court decision, any future violations shall result in a fine of \$10 a day commencing 21 days after the FCC or court determination. To the extent permitted by law, the Association shall be entitled to reasonable attorneys' fees and costs and expenses. In addition, the Association may seek injunctive relief.

b. Prior to the commencement of the installation of any Covered Antenna or Similar Structure, a copy of the Notification Form attached hereto shall be submitted to the General Manager.

**NOTIFICATION FORM
INSTALLATION OF COVERED ANTENNAS
AND SIMILAR STRUCTURES**

NOTE: This form must be completed and returned prior to the installation of an antenna.

Owner's Name: _____

Mailing Address: _____

Phones: (Home) _____ (Work) _____

Unit Address: _____

Type of satellite dish or antenna to be installed (check any that apply):

- DBS satellite dish - 1 meter or smaller (e.g. Alpha Star)
- MMDS antenna (wireless cable) - 1 meter or smaller (e.g. Oah'u Wireless)
- Television antenna

Installation will include a mast: No Yes

If yes, insert total height of mast: _____ feet (Note: mast may not exceed 12 feet above the first floor without obtaining prior approval of the Board).

Installation of the dish or antenna will be done by:

Name: _____

Address: _____

Phone: _____

Date of Installation: _____

Name of the insurer of any Contractor: _____

Attach a drawing showing the exact location of the Covered Antenna or Similar Structure and attach a diagram or drawing of the installation.

Does the location of the dish or antenna comply with the Association's House Rules?

Yes No (If no, state in detail the reason for non-compliance on a separate sheet of paper.)

I acknowledge that I have read, understand and have complied or will comply with the Association's House Rules on antennas to the extent required by law. If any of the House Rules violates FCC regulations, my signing this statement does not deprive me of any of my rights under the FCC regulations. I further agree to be responsible for any and all costs associated with the antenna and will indemnify and defend the Association for any claims arising from my antenna.

Owner's Signature: _____ Date: _____