

HOUSE RULES

Amended & Adopted: May 23, 2019



ASSOCIATION OF UNIT OWNERS

801 South St.

Honolulu, HI 96813



BACKGROUND

DOWNTOWN CAPITAL LLC, a Hawaii limited liability company ("**Declarant**") initially created two separate condominium projects named "801 South St" ("**Project A**" or "**Building A**") and "801 South St-Building B" ("**Project B**" or "**Building B**"), by way of (a) that certain Declaration of Condominium Property Regime of 801 South St, recorded in the Bureau of Conveyances of the State of Hawaii ("**Bureau**") as Document No. A-47980908, as amended (collectively, the "**Project A Declaration**") and depicted on Condominium Map No. 5156 filed in the Bureau, as amended (the "**Project A Map**"); and (b) that certain Declaration of Condominium Property Regime of 801 South St-Building B, recorded in the Bureau as Document No. A-52420592, as amended (collectively, the "**Project B Declaration**") and depicted on Condominium Map No. 5279 filed in the Bureau, as amended (the "**Project B Map**"), and adopted separate House Rules for each project respectively titled "801 South St House Rules" adopted on May 18, 2015 (the "**Project A House Rules**") and "801 South St-Building B House Rules" adopted on December 28, 2016 (the "**Project B House Rules**");

Pursuant to its reserved right in the Project A Declaration and the Project B Declaration, Declarant recorded that certain Certificate of Merger effective as of May 1, 2017, in the Bureau as Document No. A-63300451, in order to effectuate the annexation and merger of Project A and Project B into a single merged condominium project known as "801 South St", and also recorded that certain Amended and Restated Declaration of Condominium Project Regime of 801 South St effective as of May 1, 2017, in the Bureau as Document No. A-63300452 (the "**Declaration**"), and that certain Amended and Restated Bylaws of the Association of Unit Owners of 801 South St effective as of May 1, 2017, in the Bureau as Document No. A-63300453 (the "**Bylaws**");

Pursuant to its authority under the Bylaws, the Board of Directors hereby amend and restate in their entirety the Project A House Rules and the Project B House Rules as one Amended and Restated House Rules as set out below.



**HOUSE RULES OF
801 SOUTH ST.**

The purpose of these House Rules is to promote the harmonious occupancy of the condominium units in 801 South St. (the "**Condominium**") and to protect all occupants from annoyance and nuisance caused by improper use of the condominium units and also to protect the reputation and desirability thereof by providing maximum enjoyment of the Condominium. These House Rules may be amended by the Board of Directors, as provided in the Bylaws. Any suggested changes should be delivered in writing to the Managing Agent for transmission to the Board.

The full authority and responsibility of enforcing these House Rules may be delegated to the Managing Agent by the Board of Directors. All occupants, tenants and their guests shall be bound by these House Rules. All occupants, tenants and their guests shall exercise a standard of reasonable conduct at all times whether covered by these House Rules or not. If a visitor to the Condominium is unable to identify the occupant he or she is visiting, then management shall have the right to ask such visitor to leave the property and treat such person as a trespasser. Notwithstanding anything to the contrary contained herein the owners, occupants, tenant and guests of the commercial unit(s) shall only be subject to this paragraph, and Section XII of these Rules and such other sections specifically referenced in Section XII

I. ENFORCEMENT OF HOUSE RULES

The invalidity of any provision of these House Rules shall not be deemed to impair or affect in any manner the validity, enforceability or effect of the remainder of these rules, and in such event, all of the other provisions of these rules shall continue in full force and effect as if such provision had never been included herein. In the event of any conflict between the provisions of these House Rules and the Declaration or Bylaws, the Declaration and Bylaws shall prevail.

The violation of any house rules adopted by the association of unit owners gives the board of directors or it's managing agent the right to enter the unit in which, or as to which, such violations or breach exists and to summarily abate and remove, at the expense of the defaulting unit owner, any structure, thing, animal or condition that may exist therein contrary to the intent and meaning of the provisions hereof and the Board of Directors or the Managing Agent shall not thereby be deemed guilty in any manner of trespass; provided, however that the Board or the Managing Agent shall give a unit owner or occupant five (5) days prior written notice, except in the event of a threat to the health or safety of the Condominium and its occupants, in which case no notice shall be required; or to enjoin, abate, or remedy by appropriate legal proceedings either at law or in equity, the continuance of any such breach, and all costs thereof, including attorney's fees, shall be borne by the defaulting unit owner. Notwithstanding the foregoing, removal of any animals permitted by the provisions of Article V, Section 13 of the Bylaws will be subject to the provisions of that Section. The Board or it's Managing Agent may also deny access to the Condominium, and/or take legal action against, any guest of an occupant who is a repeat violator.



Every unit owner or occupant shall pay to the Association promptly on demand all costs and expenses including attorneys' fees incurred by or on behalf of the Association in enforcing any provisions of the Declaration, the By-laws or these House Rules against such person.

II. AMENDMENT OF HOUSE RULES

Subject to the provisions of the Declaration and Bylaws, these House Rules may be amended by a majority of the vote of members of the Board of Directors present at a meeting of the Board duly called and held for such purpose, or by written consent of all members of the Board of Directors. All fines, charges, costs, fees and expenses pursuant to these House Rules are subject to adjustment from time to time at the discretion of the Board of Directors.

III. GENERAL OCCUPANCY

- A. A unit and any limited common element(s) thereto shall be occupied and used by the owner, owner's family, lessees, servants, guests, invitees, licensees, agents, employees and other persons who may use or occupy the unit by, or through the owner, only in accordance with and for such purposes as designated in the Declaration and the Bylaws.
- B. A unit owner and occupant shall be responsible for the conduct of such owner's or occupant's children at all times, ensuring that their behavior is neither offensive to any occupant of the Condominium nor damaging to any portion of the common elements.
- C. A unit owner, and the owner's agent if applicable, shall be responsible for the conduct of his lessee(s), renter(s) or guest(s) and shall, upon request of the Board of Directors or Managing Agent, immediately abate and remove, at such owner's expense, any structure, thing or condition that may exist with regard to the occupancy of such owner's unit by any lessee(s), renter(s) or guest(s) contrary to the provisions hereof. If the unit owner or agent is unable to control the conduct of the lessee(s), renter(s) or guest(s), such unit owner shall, upon request of the Board of Directors or Managing Agent, immediately remove such lessee(s), renter(s) or guest(s) from the premises, without compensation for lost rentals or any other damage resulting therefrom.
- D. Any residential unit owner absent from his unit for more than seven (7) consecutive days, shall, at such owner's expense, have an agent, friend or employee conduct periodic inspections of such owner's unit, assuming responsibility for the contents thereof. It is pertinent that in the absence of the homeowner, the Management Office is notified of the agent's, friend's or employee's contact information in the event of an emergency relating to the apartment.
- E. Except for the commercial unit, if any, every residential unit owner and occupant, upon taking possession of a unit, and all persons parking in the Parking Structure, shall register their names, addresses, email addresses,



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- and telephone numbers with the Managing Agent and shall furnish the Board and/or the Managing Agent with such other information as shall be reasonably requested by the Board or Managing Agent from time to time. Owners are required to update all information required by the Managing Agent in order to promote safety and security at the Condominium. Non-compliance is subject to fines and remedies stated in Section XIII.
- F. Owners or their rental agents must register their tenants at least (7) days prior to their tenants' moving into the building. Owners or their rental agents will be responsible for ensuring that such tenants have received, and understand the House Rules. Failure to register will result in a \$150.00 fine. Any tenant unable to read or understand the English language must be accompanied by an interpreter. Unregistered occupants will not be permitted to reserve the elevators for moving or receive the services and common privileges offered to registered residents of the property.
- G. Homeowners or rental agents must produce a copy of their rental agreement with their respective tenant occupants for the Management Office to maintain on file.
- H. Every unit owner and occupant shall at all times keep such owner's or occupant's unit and any limited common element(s) appurtenant thereto in a strictly clean and sanitary condition and observe and perform all laws, ordinances, rules and regulations now or hereafter made by any governmental authority or the Association for the time being applicable to their use and to the use of the Condominium.
- I. Any violation of occupancy limits imposed by any law or regulation shall also be a violation of these House Rules. The maintenance fee for each three bedroom residential unit, two bedroom residential unit, one bedroom residential unit and studio unit has been calculated based upon the assumption that a three bedroom residential unit would be occupied by no more than seven (7) persons, a two bedroom unit would be occupied by no more than five (5) persons, a one bedroom unit would be occupied by no more than three (3) persons, and a studio unit would be occupied by no more than two (2) persons. For this reason, in the event a three bedroom unit shall be occupied by more than seven (7) persons, a two bedroom unit shall be occupied by more than five (5) persons, a one bedroom unit shall be occupied by more than three (3) persons, or a studio unit shall be occupied by more than two (2) persons, the Association, through the Managing Agent, may charge an excess occupancy charge for such unit by that amount which represents the increased expenses to the Condominium resulting from such additional occupants, which amount shall be calculated as follows:
- For a studio unit, the excess occupancy charge shall be the maintenance fee normally charged for a studio unit with one to two occupants, times the fraction in which the numerator is the number of occupants in the unit minus two and the denominator is two.
- For a one bedroom unit, the excess occupancy charge shall be the maintenance fee normally charged for a one bedroom unit with one to three

occupants, times the fraction in which the numerator is the number of occupants in the unit minus three and the denominator is three.

For a two bedroom unit, the excess occupancy charge shall be the maintenance fee normally charged for a two bedroom unit with one to five occupants, times the fraction in which the numerator is the number of occupants in the unit minus five and the denominator is five.

For a three bedroom unit, the excess occupancy charge shall be the maintenance fee normally charged for a three bedroom unit with one to seven occupants, times the fraction in which the numerator is the number of occupants in the unit minus seven and the denominator is seven.

(For example, if the maintenance fee is \$100 per month for Unit X, a one bedroom unit, and there are four occupants in Unit X, the excess occupancy charge to Unit X will be \$33.33 per month.)

- J. No activity shall be engaged in and no substance shall be introduced into or manufactured within any unit, limited common element, or the common elements which might result in the violation of any law, or cause any increase in the ordinary insurance rates or the cancellation or invalidation of any insurance thereon maintained by or for the Association. Nothing shall be allowed, done or kept in any units or common elements of the Condominium which would overload or impair the floors, walls or roofs thereof, or cause any increase in the ordinary insurance rates or the cancellation or invalidation of any insurance thereon maintained by or for the Association. Unless the Board gives advance written consent in each and every instance, no unit owner or occupant shall use any illumination other than electric lights, or use or permit to be brought into any unit, common elements or any other area of the Condominium, any flammable oils or fluids such as gasoline, kerosene, naphtha or benzene, or other explosives or other articles deemed extra hazardous to life, limb or property.
- K. In any multi-family dwelling, sounds may be audible between units, particularly where the sound level of the source is sufficiently high and the background noise in an adjacent unit is very low. Each residential unit owner shall endeavor to minimize any noise transmission from his or her unit, and shall adhere to any of these rules that are designed to minimize noise transmission. To minimize the noise transmission from a residential unit, each residential unit owner shall adhere to the following:
 - a. All residential unit owners must minimize the transmission of footsteps and other floor sounds into neighboring units below. Any owner or occupant of a residential unit (except the units on the first floor) who wishes to change the floor covering on any floor areas must:
 - 1. Obtain the Board's prior written approval.
 - 2. Utilize flooring material that meets or exceeds the original flooring material specifications for sound absorption.

3. Take necessary steps to ensure the new flooring material will not increase noise levels to neighboring (below, adjacent, etc.) units when compared to the original as-built flooring material (carpet with padding and vinyl flooring). If there are complaints concerning noise levels from a unit with changed floor covering, the owner of such unit will, at such owner's expense, take all steps necessary to correct the problem, including testing, mediation, legal steps, etc., and if necessary, remove the flooring and reinstall the same type of flooring material as the original as built flooring material, all at the owner's cost and expense (including legal and consultant fees and costs).
- b. No holes or other penetrations shall be made in common element or limited common element walls without the Board's prior written approval. No penetrations of any sort shall be made in the floor or ceiling of any residential unit. Acoustical sealant shall be packed around the point of penetration of all pictures and other items hung from the wall that require nailing or screwing.
- c. No modifications shall be made to any residential unit that would result in a reduction in the minimum impact insulation class of the unit.
- d. Loudspeakers for music reproduction and television shall not be supported from or contact common element or limited common element walls or ceilings and shall be elevated from the floor by a proper acoustic platform.
- e. Pianos shall have at least ½ inch neoprene pads under the supports to minimize vibration transmission into the structure.

L. Nuisances and Noise.

- a. Nuisance of any kind or nature shall not be allowed in the Condominium and any use or practice which is improper or offensive in the reasonable opinion of the Board or Managing Agent, or in violation of the Bylaws or these House Rules or which unreasonably interferes with or is an unreasonable annoyance to the peaceful possession or proper use of the Condominium by other unit owners or their occupants shall not be allowed in the Condominium.
- b. Every occupant shall avoid excessive noise of any type at any time and is to consider the welfare of other residents at all times.
- c. Every occupant shall hold (or retain) doors so as to avoid slamming due to the wind.
- d. After 10:00 p.m. in the evening and before 8:00 a.m. in the morning, occupants of the residential units shall not play any radio, T.V., stereo, speakers on computers or musical instrument except at a reduced volume.
- e. Every occupant of the residential units shall be responsible for keeping noise from departing guests at a minimum, particularly at night.



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- f. Anyone who sets off a fire alarm in the Condominium in the absence of an emergency (i.e., a "false alarm") may be subject to a fine without warning.
 - g. Loud music (radios/stereos) in the parking areas and the driveways is prohibited at all times. Motor vehicles with loud engines (including motorcycles) shall not rev their engines as to produce loud and excessive engine noise at any time.
 - h. Except within the commercial unit, no smoking of any substance, including, but not limited to, cigarettes, smokeless devices, pipes, cigars and the use of electronic or vapor emitting devices that simulate the act of smoking is permitted throughout the Condominium, including the interior of residential units and lanais.
 - i. Excessive noise in the lobby is prohibited. From 7:00 am to 9:00 pm daily, any television located in the lobby will be turned on to a channel with the sound switched off, provided that the volume on such television(s) may be switched on for emergency announcements and other television programs in the Resident Manager's discretion. At all other times, any television located in the lobby may be turned off, in the Resident Manager's discretion.
 - j. Any unit owner or such owner's occupant who violates such provision, shall be issued an immediate warning letter and fine for the first offense. In the event that the violation shall continue after the issuance of the warning, such unit owner or such owner's occupant shall be subject to a fine for each offense in an amount prescribed by the Schedule of Fines; which shall be levied against such unit owner. Any and all fines, charges, costs and expenses required to be paid by or imposed against any unit owner or such owner's occupant pursuant to this paragraph but unpaid, shall constitute a lien in favor of the Association against such unit owner's unit and shall be enforceable as provided in the Declaration and the Bylaws.
- M. Voyeurism will not be tolerated by management. Acts of trespassing, spying or eavesdropping are not permitted anywhere on the premises. Any voyeurs caught by security or management shall be subject to fines and remedies as set out in Section XIII, and may be prosecuted by law enforcement officials.
- N. Moving, Deliveries and Use of The Loading Zone
- Use of the loading area and service road which has its entrance from Kapiolani Boulevard shall be shared by the Condominium's residential and commercial buildings. Use of each loading area and service road (which has its entrance from Kapiolani Boulevard and Kawaiaha'o Street, respectively) shall have the following priority of uses, subject to coordination by the Managing Agent: (1) daily trash pick-up; (2) servicing of the utility rooms and exterior electrical transformer and equipment of the Condominium; (3) loading and unloading of furniture, appliances, or other items for use by occupants of the Condominium pursuant to an appointment with Managing Agent, (4)



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recycle bin(s) storage and drop-off, (5) animal waste drop-off, (6) as to the Kapiolani Boulevard loading area, trash drop-off for the commercial unit(s) and first floor units in Residential Tower B; and as to the Kawaiaha`o Street loading area, trash drop-off for the first floor units in Residential Tower A; (7) mail and delivery vehicles; (8) as to the Kawaiaha`o Street service road and loading area, loading and unloading for the common element meeting room in the Building A Parking Structure; and (9) parking of vendor vehicles.

a. Moving

1. All move-ins/outs and deliveries to/from the residential tower must be announced and scheduled with the office of the Managing Agent.
2. Deliveries & Move-ins/outs are limited to the hours of 8:00 a.m. to 6:00 p.m., six days a week, except observed holidays and also at management's discretion. Moving and delivery activities may not begin prior to 8:00am. Such activities must conclude and all associated vehicles, personnel and equipment be removed from the premises by 6:00pm.
3. A refundable security deposit and 48 hours prior notification are required to secure a move-in/out or delivery appointment.
4. Each residential tower has a designated freight elevator that shall be used for moving and deliveries. No other elevators may be used for such purpose. Management will reserve the use of the freight elevator when an appointment for moving or delivery has been secured.
5. No deliveries or moving are permitted through the main lobby areas. This includes the transporting of bulky or cumbersome items to and from the parking garage without management approval.
6. Cardboard boxes used in moves and deliveries should be broken down and transferred in to the appropriate bins in the loading zone area. If the volume of cardboard exceeds the available space in the appropriated collection bin, the responsible resident will be accountable for waiting until such space is available; or remove the cardboard from the premises.
7. Owner occupants or their tenants or an acting agent on their behalf should be present to coordinate activities for the duration of their scheduled move or delivery. Management and security personnel will not permit access from the loading dock or facilitate the use of the freight elevator without the presence of the designated individual(s).
8. Moving or delivery vehicles will park in areas and conduct organized loading/offloading activities in a location designated



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by security personnel acting under the direction of the Managing Agent.

9. Violation of rules pertaining to moving or delivery and the inappropriate use of the elevators will result in a fine assessment and written warning to the apartment owner for the first offense and every subsequent offense thereafter.

b. Deliveries

1. All oversize vehicles must make deliveries or load/unload items or people from the service driveways or South Street driveway. Oversize vehicles include, but are not limited to, parcel delivery trucks, government Handi-Vans, ambulances, moving trucks, etc...
2. Management will control the hours of use by delivery vehicles and which driveway the oversize vehicles will be directed to use.
3. Delivery trucks are prohibited from utilizing the private road from Kapiolani Boulevard to Kawaiahao Street.
4. While delivery is taking place, extreme caution shall be used to avoid damage to any sprinklers, plants, lawns or any other part of the common elements of the Condominium. The unit owner responsible for any such damage shall be liable for any and all costs and expenses incurred as a result of any such damage.
5. AN EXCEPTION MAY BE MADE for emergency replacement delivery of a refrigerator that has failed. Such situation should be immediately reported to security personnel prior to any delivery.
6. Management may refuse any deliveries attempted to be delivered in violation of these rules.
7. Management may send a written notice to any delivery company that violates these rules that its trucks are prohibited from entering the Condominium's private roads and will be treated as trespassing on private property.
8. Any violation of this rule may be subject to fines and remedies as set out in the Schedule of Fines in these House Rules.

c. Loading Zones

1. The service driveway from Kawaiaha'o Street will have one bar gate controlled electronically by management for the use of the loading areas.
2. The service driveway from Kapiolani Boulevard will have two bar gates controlled electronically by management for the use of the loading areas. The service driveway has a 63 feet wide turn around. Vehicles must exit head first into Kapiolani Boulevard.

O. Refuse Disposal and Recycling

- a. All individuals have the responsibility to lawfully dispose of rubbish, trash, garbage and other waste products (collectively, "Waste"). Different Waste products have different laws and costs associated with such disposal.
 - b. All owners, occupants and guests of the Condominium may dispose of Waste at the Condominium only to the extent they may do so legally and without resulting in any additional cost to the Condominium, and to the extent that such Waste will be accepted by the government's landfill dump at no extra cost. For the purpose of reducing the Waste going to the government's dump, recycling bins are located on the ground floor of the Condominium in the service area outside each Residential Tower.
 - c. The recycling bins are designated for deposit of newspapers, plastic bottles, drink cans, and glass items, for recycling.
 - d. A separate bin will be designated for animal wastes. Occupants will be able to access the loading area through the lobby.
 - e. With advance phone call request, the Managing Agent or its security personnel will open the secured loading doors to the service area for the discarding of "unsightly" or "too large" items.
- P. Toilets, sinks, plumbing and other water apparatus in the residential units shall not be used for any purpose other than those for which they were designed, and no sweepings, rubbish, rags or other articles shall be thrown into them.
- Q. Washing machines in the residential units shall not be used for any purpose other than those for which there were designed, and excessive amount of laundry detergent shall not be used. Any damage anywhere in the Condominium resulting from misuse of any toilets, sinks, plumbing, washing machines or other water apparatus in a residential unit shall be promptly repaired and paid for by the owner of such unit.
- R. Every unit owner and occupant shall use his or her best efforts at all times to conserve water.
- S. Every unit owner shall maintain and repair such owner's unit so as to keep the unit in slightly and good condition, and without limiting the generality of the foregoing, each unit owner and occupant shall observe and comply with the following:
- a. No projections shall extend through any door or window opening beyond the exterior face of the unit
 - b. Every unit owner at all times shall perform promptly all repair, maintenance and alteration work within the unit, the omission of which would adversely affect any common element or any other unit, and shall be responsible for all loss and damage caused by such owner's failure to do so

- c. Every unit owner shall make all repairs of internal installations within each unit such as water, light, gas (if any), power, telephone, air conditioning, sanitation, doors, windows, lamps, and all other fixtures and accessories belonging to the unit, and all limited common elements appurtenant to the unit at the unit owner's sole expense
 - d. No unit owner or occupant, except as otherwise permitted by the Board, shall install any wiring or other devices for electrical or telephone installations, television, machines, or other equipment or appurtenances on the exterior of the unit walls or protruding through the walls, windows or roof thereof
 - e. No unit owner or occupant shall allow, do or keep in any unit, limited common elements, or the common elements anything which would overload or impair the floors, walls or roofs of the units or buildings, or cause an increase in the ordinary premium rates or the cancellation or invalidation of any insurance policy maintained by or for the Board or the Association, and nor make or suffer any noxious or offensive activity or nuisance thereon
 - f. No unit owner or occupant shall attach projections or objects to the outside walls of the units or the exterior of any door, wall or gate, without the prior written consent of the Board
 - g. No unit owner or occupant shall erect or install any private radio or television antenna or other outdoor antenna on or anywhere within the Condominium
 - h. No unit owner or occupant shall make any alteration or addition to the exterior of any unit or any alteration or addition to the common elements without the prior written approval of the Board.
- T. Air conditioners for the residential units are subject to the provisions of the Declaration and the following conditions:
- a. A split air conditioner will be installed by Declarant within the living room of each studio residential unit and within the living room and each bedroom of each one, two or three bedroom residential unit. The condenser is located on the lanai. All replacements of such air conditioners must be in the same location and at the owner's expense.
 - b. The maintenance, repair and replacement of each air conditioning unit and water heater within each residential unit are the unit owner's sole responsibility.
 - c. The air conditioner condensers located on the residential unit lanais have high technology incorporated within and should only be handled by a qualified technician. Do not stand on or put any weight on the condensers.

- d. The air conditioner condensers on the residential unit lanais have been placed for proper air flow and ventilation. Condensers should not be moved and replacement of a condenser should be made in the same location as the original condenser. The condensers are safeguarded with a lanai sprinkler system in case of fire. In the event of a condenser fire the condenser's electrical shut off switch in the breaker box within the unit should be switched off. Standing, sitting or placing items on the condenser is strictly prohibited and is a violation of the House Rules and subject to fines and remedies stated in Section XIII.
- U. Each residential unit has a dryer air vent and bathroom vent located within its unit, and therefore such vents are part of the unit and not common elements. Each unit owner is responsible for keeping such vents clean, including clearing them of any accumulating debris and dust particles.
- V. Each residential unit owner must give prior written notice to the Board of the owner's desire to remove or install any window or other exterior glass, and receive the Board's prior written approval of such removal or installation. Any necessary reinstallation of the window glass shall be the responsibility of the then current unit owner.
- W. No individual water supply or water softener system shall be permitted in any unit unless such system is designed, located, constructed, and equipped in accordance with the requirements, standards, and recommendations of any applicable water district of the locality in which the Property is located, and all other applicable governmental authorities.
- X. No animals of any kind whatsoever shall be allowed or kept in any part of the Condominium by the unit owners and occupants, except as provided in and subject to the provisions of Article V, Section 13 of the Bylaws. Any unit owner or such owner's occupant who violates such provisions shall be given a warning for a first offense. In the event that the violation shall continue after the issuance of the warning, such unit owner or such owner's occupant shall be subject to a fine for each offense in an amount determined by the Association, which fine shall be levied against such unit owner. Any and all fines, charges, costs, fees and expenses required to be paid by or imposed against any unit owner or such owner's occupant pursuant to this paragraph, that remains unpaid, shall constitute a lien in favor of the Association against such unit owner's unit and shall be enforceable as provided in the Declaration and the Bylaws.
- Y. Registered residents of the residential tower may have Wi-Fi lobby connectivity from management, provided they supply their email address. Such connectivity is neither required nor guaranteed and may be subject to failure. Each resident applying for the Wi-Fi service will be required to sign a release for any liability claims. Wi-Fi lobby connectivity is for residents only and not for visitors. A password will be given monthly to accepted residents. Sharing the password and Wi-Fi access with people not on management's approval list will be a violation of the House Rules and subject to fines and remedies stated in Section XIII.

- Z. The Managing Agent may charge a fee for the loss or replacement of unit keys, storage keys, security keys, parking permits and parking access cards at published rates. These rates are subject to change from time to time at the discretion of the Board of Directors or the Managing Agent.

IV. TEMPORARY OCCUPANCY

- A. Every unit owner shall be responsible for designating a local agent to represent such owner, particularly with respect to rental, if such owner's residence is outside of the State of Hawaii or if such owner will be absent from the unit for more than thirty (30) days. In such event, an owner shall file their address, telephone number and that of the owner's agent with the Managing Agent.
- B. Subject to the terms of the unit deed, unit lease or condominium conveyance document, the Bylaws of the Association and the Declaration, every unit owner, or such owner's designated agent, may lease or rent such owner's unit, or make it available for the use of friends or public, but the person or persons occupying the unit shall abide by these House Rules, and the owner shall assume the responsibility for the occupants' conduct. A unit owner or such owner's designated agent must notify the Managing Agent of the names and length of anticipated occupancy of any occupant.
- C. As provided in the Declaration: "The residential units shall not be rented for transient or hotel purposes, which are defined as (i) rental for any period less than thirty (30) days or (ii) any rental in which the occupants of a unit are provided customary hotel services such as room service for food and beverages, maid service, laundry and linen or bellboy service. Residents who suspect that a residential unit is being rented for transient or hotel purposes may anonymously file a complaint to management. After investigating the complaint, management may give the violator a Notice of Violation, and deactivate the violating unit's parking card and electronic door entry FOB until the violation is resolved. Violation of this section will be subject to a fine of \$1,000.00 per occurrence, and/or such other fines and remedies as set out in Section XIII. Further, management may report a violation to the government agency having jurisdiction over illegal transient or hotel rentals.
- D. The Managing Agent, with Board approval, may on behalf of the Association, give notice to any internet company advertising transient or hotel rentals at the Condominium, that the Declarations and House Rules do not allow rentals of residential units at the Condominium for any period less than 30 days. Further, the owner of the violating unit and the tenant renting the unit as a transient or hotel rental may be held liable for violation of the Declarations and this or any other violations under these House Rules.
- E. Security and the resident manager may question any person at the Condominium suspected of renting a residential unit for transient or hotel purposes. Camera surveillance recordings may be used to support evidence of violations.

V. COMMON AREAS

- A. No running, jumping, skateboarding, bicycling, roller skating, or playing of any sort shall be allowed in the common elements including, without limitation, the driveways, walkways and parking areas of the Condominium; provided, however, that playing or recreational activities shall be permitted only in designated areas within the common elements.
- B. No footwear, laundry, dry cleaning, welcome mats, trash bags or other items shall be allowed to remain in view at the front entrance of a residential unit.
- C. The front entrance door of the apartment must remain uniform in appearance and may not be decorated in any manner.
- D. All front entry doors of the residential units shall be kept closed at all times except when used for ingress and egress. Keeping these doors open for any extended period of time will result in a fine assessment and written warning to the apartment owner for the first offense and every subsequent offense thereafter.
- E. No garbage cans, household or commercial supplies, or similar articles shall be placed outside any residential unit area or in a place where they can be seen from the outside of any residential unit, except as the Board may otherwise permit.
- F. No items of personal property, including, but not limited, to baby carriages, velocipedes, bicycles, surfboards, packages, boxes or crates shall be left or allowed to stand on any of the common elements. Articles of any kind left in any of the common elements shall be removed at the owner's risk and expense as directed by the Board or Managing Agent.
- G. The Association shall not be responsible or liable for the theft, disappearance, or damage to any personal property located in the common elements or any area of the units or buildings.
- H. Damages to common elements shall be surveyed by the Managing Agent, and the costs of repair or replacement may be assessed by the Board against the owners responsible.
- I. Meeting Rooms
 - a. Any occupant of a residential unit wanting to use the common element meeting room shall make a reservation in advance for use of the meeting room.
 - b. Any occupant of a residential unit may use the common element meeting room for their personal use only and not for any venture that involves the exchange of monies.
 - c. Use of the meeting room shall be subject to payment of a usage fee and a security deposit. After the event has concluded, the security deposit will be returned under the conditions that the room and



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- equipment therein are suitably operable and have been cleaned to the satisfaction of the Managing Agent.
- d. The entire security deposit or a portion thereof may be withheld in the event that users of the room are not compliant with rules for use or cause damage(s) within the meeting space or any other element of the property.
 - e. The use charge is nonrefundable.
 - f. Rates applying to the usage and security deposit are published in the Management Office. The usage fee and security deposit can be adjusted from time to time at the discretion of the Board.
 - g. There shall be a 6-hour time limit per use of the meeting room. Only occupants of the Residential Tower shall have the privilege to use the meeting room at published resident rates.
 - h. The Board or the Managing Agent have the ability to restrict the number of times a meeting room is reserved within a designated period of time for the purpose of maintaining preference of use for residents of the property.
 - i. The Association may allow the Managing Agent to rent the common element meeting rooms for community or commercial meetings at market rental rates for such meeting rooms.
 - j. Rates applying to the community or commercial use and security deposit are published in the Management Office.
 - k. The usage fee and security deposit can be adjusted from time to time at the discretion of the Board.
 - l. Parking in the structure for a meeting room event will only be allowed in the uncovered stalls on the top floor of that Parking Structure, in the same building, for the room that has been reserved. No payment will be required with special event validation up to six (6) hours per visitor ticket.
 - m. All visitors must register their vehicles at the security office and must exit the parking garage prior to the 6th hour of the meeting room reservation.
- J. In order to avoid damage to the common elements of the Residential Tower, bicycles and oversized sports equipment, such as surfboards and kayaks, are not allowed in the Residential Tower. Such items may be stored in the corner storage areas of the Parking Structure which are available for rental as provided in Section IX. Bicycles and oversized sports equipment may be transported via the Parking Structure elevator. **AN EXCEPTION WILL ONLY BE MADE** for cycles that are folded or disassembled and transported through the main lobby, secured entrances, elevators and hallway corridors by the means of a carry case or carry bag that is not intrusive to others. Such an exception will be granted at the discretion of the Managing Agent.



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- K. Jumping off any building from the second floor and above, with or without a parachute, except for an emergency situation, is a violation subject to a \$1,000 fine and payment for repairing any property damage, and payment of any emergency responders. If a jumper does not survive the jump, his or her estate may be liable for the payments in this paragraph.
- L. Management may use the loading dock and loading dock double doors for access in the event of medical emergencies. Medical vehicles may also be directed to the service road for parking.
- M. Mail.

All parcels to residents and management of the Condominium are to use the following delivery address:

801 South St, [Respective Apartment Number]
Honolulu HI, 96813

Management may not take receipt of any mail or parcel due to liability concerns. For parcels that cannot be delivered to the Condominium, the delivery person must leave notice in the occupant's mailbox or front door for an arrangement of pick up at their respective office(s). Private parcel delivery and any other private delivery persons or companies may be denied access to the Condominium at the discretion of the Managing Agent. Occupants of the residential building(s) would then make arrangements for pick up at the company's office.

- N. Except for in an emergency situation, exiting is prohibited from the Stairwell #1 and Stairwell #2 exit doors on the South Street road side of the Building A Residential Tower and the exit doors of the Stairwell #1 and #2 exit doors on the private driveway side of the Building B Residential Tower. These doors are audio alarmed when opened and will disturb residents and management operations. Violators caught on camera will be fined \$100.00 per occurrence.
- O. No sidewalks, passages, entry courts, walkways, driveways, and roadways shall be obstructed or used for any purposes other than ingress and egress.
- P. Each person who uses the lobby is responsible for leaving the furnishings and area used in a clean condition. Management will give a written warning to a resident for the first violation of this subparagraph reported to or viewed by management. Subsequent violations may be subject to a fine(s) per every occurrence thereafter.
- Q. All elevator ground floor lobbies have a monitoring screen to view the interior of elevators. Any injury or damage to property or people if reported or viewed will result in appropriate fines, recapture of costs for repair and/or legal action against the violators. Camera recordings may be provided as evidence to the Association or in any legal proceeding.
- R. Security gates will be installed in the alleyway between the Building B Parking Structure and the commercial building. The gates will allow free access out of the alleyway and secured access into the alleyway. The owner of the



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Commercial Unit(s) will be responsible for the gate's access, management, maintenance and or replacement. For security purposes access keys to the gates must be provided to the Resident Manager and 801 South St Security by the Commercial Unit owner. Occupants of the Residential Units may use these gates as an emergency exit.

VI. LANAI

- A. Every residential unit owner shall be responsible for the care, cleaning and maintenance of all lanais, including the lanai floors, interior side of the lanai railings and the exterior sides of the lanai doors and walls appurtenant to such owner's unit; however, no residential unit owner may reconstruct, paint or otherwise decorate the walls, railings, floors, or ceilings of such lanais without the prior written approval of the Board. Under the supervision of the Board of Directors, the Managing Agent may cause the exterior of the lanai railing glass to be cleaned from time to time on a schedule determined by the Board. The residential unit owners shall not use any abrasive cleaning solutions on the frit finish. Water and soft cloth are recommended.
- B. No residential unit lanai shall be used for the purpose of storage of articles of any kind. Only appropriate patio furniture and small plants, which shall not exceed the height of the railing or be plainly visible from the exterior of the building, shall be placed on lanais. No other objects or personal property such as refrigerators, exercise equipment, bicycles, surfboards, boxes, clotheslines or crates shall be permitted thereon.
- C. Particular attention will be given to apartments 106, 108, 110, 124, 126, 128, 201, 202, 203, 204, 207, 221 and 222 as these apartments are in plain view from the exterior of the property and do not have an opaque glass barrier. Any items deemed unsightly by the Board of Directors or Managing Agent shall be removed immediately upon request.
- D. No unit owner shall allow any liquid to spill or drip onto other areas of the Condominium and should take such precautionary measures to prevent such spilling and dripping, such as, without limitation, placing plants within the units and lanai areas in appropriate planters or containers when watering plants and properly maintaining air-conditioning units.
- E. Outdoor cooking is not permitted in the Condominium. Without limiting the foregoing, No lanais shall be used for outdoor cooking or contain the presence of an open flame for any reason.
- F. The gate of the fence adjoining the lanais of Unit 113 and Unit 114 and the glass fence fronting the lanais of Unit 106, Unit 108 and Unit 110, and the gate of the fence surrounding the first floor residential units in the Building B Residential Tower are to be closed at all times when not guarded. The Managing Agent and its security personnel are the only ones to have keys to such gates. The Board and the Managing Agent shall make all decisions regarding access through such gates. The glass fence gates are not to be confused with the six foot aluminum fence gates of Units 113, 114, 106, 108



and 110. The owners of Units 113, 114, 106, 108 and 110 will have keys to their respective aluminum fence gates.

VII. PARKING, VEHICLE OPERATION AND CARWASH

A. General Parking Conditions

Motor vehicle alarms must be set to a moderate level to prevent alarms from going off unnecessarily. If an alarm goes off in excess of ten (10) minutes and the vehicle owner cannot be located or be available to turn off the alarm, the vehicle may be towed away at the vehicle owner's expense.

No cars may be parked or left unattended except in parking stalls in the Parking Structure and designated visitor parking stalls. No motorcycles, mopeds, bicycles or other vehicles will be left unattended except in parking stalls or designated storage room areas in the Parking Structure.

No parking shall be allowed in driveway areas, with the exception of brief stops intended for pick up and drop off purposes only, with the driver remaining within the driver's seat of the vehicle at the South Street semi-circle driveway.

Vehicles must use their headlights at all times when driving in the Parking Structure.

No parking or stopping is allowed in the private road from Kapiolani Boulevard to Kawaiahao Street. Traffic must flow freely and will be enforced by management. Any violation of this rule will be subject to fines and remedies as set out in Section XIII of these House Rules.

Any person (including any unit owner and such owner's occupants or renters) who improperly parks or stores any vehicle may have any such vehicle towed away by the Association at such person's expense, and each unit owner shall be responsible for the payment of the towage charge for such owner's occupants or renters.

Anything improperly stored or kept in a parking stall may be removed, stored or discarded by the Association without liability to the unit owner or occupant or renter of such parking stalls. Such unit owner shall be liable for all charges or costs incurred by the Association for such removal, storage or discarding.

Any unit owner or such owner's occupant or renter who operates a vehicle on the common elements of the Condominium except the roadways, driveways and parking areas, shall be subject to a fine for each offense in an amount as prescribed by the Schedule of Fines found in these House Rules, which fine shall be levied against any such unit owner.

Any unit owner or such owner's occupant who improperly uses any parking stall or parks a vehicle on the common elements, shall be given a warning for a first offense. In the event that the violation shall continue after the issuance of the warning, such unit owner or such owner's occupant shall

be subject to a fine for each offense in an amount determined by the Association, which fine shall be levied against such unit owner. Any and all fines, charges, costs and expenses required to be paid by or imposed against any unit owner or such owner's occupant pursuant to this paragraph, but unpaid, shall constitute a lien in favor of the Association against such unit owner's unit and shall be enforceable as provided in the Declaration and the Bylaws.

All vehicles not parking in the visitor stalls must be registered with management by an occupant or owner of a unit in the Condominium.

The primary use of the South Street driveway is the pick-up and drop-off of people for the commercial unit(s) and Residential Towers. Stopping in the driveway for passenger pickup and drop-off is limited to ten (10) minutes. Any vehicle parked in such driveway must have a licensed driver present at the wheel of such vehicle at all times. Violators may be fined \$100 and any unauthorized vehicles may be towed at the owner's expense. With 48-hour notice to management, specific times and a partial coned off area can be used for loading and unloading for the Condominium meeting room facing this driveway. A secondary use of this driveway, subject to Management's discretion, will be for private parcel delivery vehicles.

The private road from Kapiolani Boulevard to Kawaiaha`o Street has a single passenger stall designated for pick up and drop off at the entrance of the Building B Residential Tower. Any vehicle using such area must have a licensed driver present at the wheel of such vehicle at all times. Any violation of this rule will be subject to fines and remedies as set out in Section XIII. If any such pick-up/drop-off causes traffic congestion, management has the authority to police the traffic and require the pick-up/drop-off vehicle to park in a visitor parking stall within the Parking Structure or cause the vehicle to be removed from the property.

No left turn onto Kapiolani Boulevard is allowed from the service driveway or the private driveway for the Parking Structure entry/exit. There will be a no left turn sign and camera surveillance for the private driveway and violators may be subject to a fine of \$100 per occurrence and remedies as set out in Section XIII. Management may impose such fine on the violator, the holder of the parking access card that violated the rule, or to the resident of the Condominium who was visited by the violating visitor.

Camera surveillance recordings may be used to support evidence for any accidents that might occur.

B. Visitor Parking

Visitor parking stalls shall only be used by visitors of owners and occupants of the residential units and commercial units of the Condominium, for parking of visitor vehicles. Visitor parking stalls may be used for pick up and drop off by visitors utilizing the 15-minute grace period where parking validation is not needed. Visitors of residential units who are parking in the visitor parking stalls shall sign in at the Condominium security office and must be physically on the property visiting an occupant of the Condominium. All



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visitors must register their vehicles at the security office within 20 minutes of the pulled visitor ticket time. Visitor vehicle registration includes the unit and occupant's name being visited, contact phone number of the visitor, visitor parking stall number, license plate, type of vehicle and ticket number. Visitors of a commercial unit will also be required to register their vehicles at the security office. Such visitors must be physically on the property visiting an occupant of the commercial unit.

Residents and parking tenants are not permitted to park in the visitor parking stalls on the ground level of the parking structure, with an exception for actively loading or unloading items or persons momentarily.

Visitors are not allowed to park in the visitor parking stalls on the ground level of the Parking Structure for more than four (4) consecutive hours. Visitors to each residential unit in the Condominium should use no more than two (2) visitor parking stalls. Violators of the four (4) hour time limit, may be subject to a fine equal to \$1.00 for the first hour parked for more than four (4) consecutive hours plus \$2.00 per hour parked for more than five (5) consecutive hours, and may have their cars towed if parked for more than six (6) consecutive hours. Lost tickets may be charged \$20.00. The owner of the unit visited by the violator may be responsible for payment of unpaid fines. The parking gate may not allow the release of the violator's vehicle until the owner of the unit visited by such violator contacts the management or security office and records an acceptance of the fine. In addition, such violator may not be allowed back into the parking structure until such owner agrees to pay the fine. If additional visitor stalls are needed or such are not appropriate for a visitor's vehicle, visitors may park in available uncovered stalls on the top level of the Parking Structure (except the car wash stalls next to the "Auto Wash" area) for up to six (6) consecutive hours. All visitor parking tickets must be validated at the Management or Security office in order to exit the parking structure. Validation of a visitor parking ticket must be obtained in person at the management or security office before vacating the garage. Before receiving a validation, visitors must confirm with management or security, the license plate and type of vehicle as registered in the visitor parking log. If these House Rules, pertaining to the visitor parking rules, are not followed by a visitor, management may apply the House Rules fining policy on the residence that was visited.

Project signage will be installed reading: Visitors trying to exit the garage without a validated ticket must provide to management or security via the gate intercom; their parking ticket number, apartment unit visited and their contact information before the gate will be opened. Visitors exiting the garage without the use of a ticket or passage permitted by the Management or Security Office will result in a fine to the resident visited as well as refusal of the visitor's vehicle in the future.

When workers are performing work on a unit, the unit owner shall advise them to park in an area designated by the Board or the Managing Agent, in the Managing Agent's discretion. Workers directed to park in visitor stalls

shall sign in at the Security Office in the vendor sign-in log on each visit to the property.

C. Visitor Bicycles

No vehicles of any kind (including automobiles, motorcycles, mopeds, unlicensed vehicles, bicycles or any other similar motorized or non-motorized vehicles) shall be driven, used, ridden or operated on any of the common elements of the Condominium, except in the roadways, driveways and parking areas. Visitor bicycles are allowed to park along the pedestrian walkway from South Street for a twelve (12) hour period at their own risk. Bicycles will be allowed to be secured to the pipe railing along the walkway. Bicycles parked in this area must be registered with management or Security by calling the number posted on the wall sign for such registration. Unregistered bicycles will be at risk of removal. Residential occupants may transport their bicycle to its rented storage room via the Parking Structure elevators.

D. Vehicle Operation

All motor vehicles (including motorcycles and mopeds) must be equipped with mufflers. Racing or gunning of motors is expressly prohibited. If management has reasonable cause to believe that a vehicle's exhaust pipe or muffler has been altered, replaced or is too loud, the vehicle will not be allowed in the Parking Structure. Violators of this section, including the registered owner of the subject vehicle, are subject to fines as set out in Section XIII.

E. Parking Pool

To the extent allowed by law, the use of each parking unit (except the parking units owned by Declarant and the Visitor Parking Units) and each parking stall appurtenant to each residential unit as limited common elements (except for the parking stall appurtenant as a limited common element to Unit 106, Unit 108, Unit 124 and Unit 126) and except for the parking stalls appurtenant as limited common elements to the residential units owned by Declarant) shall be governed by the rules set forth in this section. Such use of the parking units or parking stalls is instituted for the convenience of individual unit owners (except for the Declarant and the owner of the Resident Manager's Unit who are not required to participate in the system established in this paragraph) and the Association of Unit Owners as a whole. The use of the parking stalls in the Parking Pool (as hereinafter defined) shall be in accordance with the following rules:

All parking units in the Building A Parking Structure (except the parking units owned by Declarant and the Visitor Parking Units) and all parking stalls in the Building A Parking Structure appurtenant to all residential units (except for the parking stalls appurtenant as a limited common element to each Resident Manager's Unit and except for the parking stalls appurtenant as limited common elements to the residential units owned by Declarant) shall be placed in and used as a part of a parking pool system for the Building A

Parking Structure (the "Building A Parking Pool"). All parking units in the Building B Parking Structure (except the parking units owned by Declarant and the Visitor Parking Units and the Commercial Parking Units) and all parking stalls in the Building B Parking Structure appurtenant to all residential units (except for the parking stalls appurtenant as a limited common element to each Resident Manager's Unit and except for the parking stalls appurtenant as limited common elements to the residential units owned by Declarant) shall be placed in and used as a part of a parking pool system for the Building B Parking Structure (the "Building B Parking Pool"). The Building A Parking Pool and the Building B Parking Pool (collectively, the "Parking Pool") shall be operated by the Association. Each residential unit in Building A shall have the right to use at least one parking stall in the Building A Parking Pool for every parking stall that is a limited common element appurtenant to that unit, each parking unit in the Building A Parking Pool shall have the right to use one parking stall in the Building A Parking Pool, each residential unit in Building B shall have the right to use at least one parking stall in the Building B Parking Pool for every parking stall that is a limited common element appurtenant to that unit and each parking unit in the Building B Parking Pool shall have the right to use one parking stall in the Building B Parking Pool (the "Entitled Amount of Parking Stalls").

An access card to the respective Parking Pool stalls shall be issued by the Association to each unit owner who shall be a member of the Parking Pool. The unit owner shall be issued one access card for each Entitled Amount of Parking Stall appurtenant to such owner's unit for parking 24 hours per day/7 days per week ("24/7 Access Card"). No access card will be issued for any Visitor Parking Unit so long as it is a Visitor Parking Unit. For parking in a Parking Structure, such 24/7 Access Card may be programmed to include access through automobile entry/exit gates. Access cards for the rental programs described in this section may be programmed for access through the same gates and some ground level doors. The Board and/or Managing Agent shall adopt procedures governing the issuance and use of such access credentials including, without limitation, charges for the issuance of access cards, parking permits, and entry fobs. The fee for the loss or replacement of security keys, parking permits and parking access cards may be adjusted from time to time at the discretion of the Board of Directors or the Managing Agent.

Parking in the Parking Pool area shall be on an unassigned basis. Parking Pool participants shall be allowed to park in any parking stall that is part of the respective Parking Pool, up to the Entitled Amount of Parking Stalls, regardless of the actual ownership of the parking stall. There may be restricted floors and hours of use for renters of parking stalls in the Parking Pool who are not owners or occupants of units in the Condominium.

The Association, through the Board and the Managing Agent, reserves the right to require those motor vehicles that are parked in the Parking Pool be frequently moved to other stalls in the Parking Pool area. All motor vehicle owners in the Parking Pool who will not use or move their motor vehicles for a

period of one week or more, may be relocated to another stall in the Parking Pool, at the expense of the Association, and apply the Schedule of Fines section of these House Rules to the corresponding apartment owner.

Compact motor vehicles and motorcycles may only be parked in stalls designated as compact stalls, except that compact motor vehicles may be parked in regular stalls on the 9th, 10th and 11th levels of the Building A Parking Structure and the 8th, 9th and 10th levels of the Building B Parking Structure. Larger vehicles may only be parked in regular stalls. The Board or Managing Agent will establish criteria constituting what will be considered a compact motor vehicle.

Subject to these House Rules, the Bylaws of the Association, and the Declaration, (a) a residential unit owner may license such owner's right to use a parking stall in the Parking Pool (24 hours per day/seven days per week) to another registered resident of a residential unit in the Condominium, on the condition that the person or persons assigned such right shall abide by these House Rules, and the owner shall assume the responsibility for the user's conduct; and (b) a Commercial Unit owner may license such owner's right to use a parking stall in the Parking Pool or its Commercial Parking Units to occupants of a commercial unit in the Condominium. A Commercial Unit owner or such owner's designated agent must notify the Managing Agent of the identity of its licensee together with such licensee's vehicle description, and length of anticipated use and such other information as the Managing Agent shall reasonably request. A residential unit owner or such owner's designated agent must notify the Managing Agent of the identity of the licensee together with such licensee's vehicle description, and length of anticipated use and such other information as the Managing Agent shall reasonably request. All such licensed parking rights from residential unit owners (herein, the "Licensed Parking Rental Program") shall be: (a) on a monthly basis (no daily basis) at market rates, (b) cancellable with forty-five (45) days prior notice from the owner, and (c) registered by management. Each owner who licenses parking rights in the Licensed Parking Rental Program shall pay to the Managing Agent a monthly fee equal to six percent (6%) of the market rental rate being charged by Managing Agent for the 24/7 Parking Rental Program. The number of 24/7 Access Cards shall be equal to the total number of parking stalls in the parking garage less visitor stalls. As of the date these House Rules are adopted, the number of 24/7 Access Cards is 885 (915 total parking stalls - 30 visitor stalls) for the Building A Parking Structure and 758 (788 total parking stalls - 30 visitor stalls) for the Building B Parking Structure.

For unit owners who are not directly licensing parking rights to licensees under the Licensed Parking Rental Program, Managing Agent shall provide an alternative program (herein, the "24/7 Parking Rental Program") to permit rental of parking units and parking stalls to occupants of the Condominium on a monthly basis (no daily basis) at market rates, and owners may elect to rent their parking unit or limited common element parking stall through such 24/7 Parking Rental Program. To the extent Declarant's parking stalls are

available for rental in the Licensed Parking Rental Program, the Managing Agent shall give priority to such Declarant's parking stalls. All income from the 24/7 Parking Rental Program shall first be paid to the Declarant up to the amount of the Rental Income to Declarant as provided in the Declaration; and the balance of the income from the 24/7 Parking Rental Program after payment of the Rental Income to Declarant shall be payable to the owners who have elected to rent their parking unit or limited common element parking stall through the 24/7 Parking Rental Program, with such balance divided in equal amounts per parking unit and limited common element parking stall submitted to the 24/7 Parking Rental Program. The number of parking stalls rented in the 24/7 Parking Rental Program will be limited to the number of stalls being offered for such rental by the owners of parking stalls. Each unit owner (other than Declarant) that rents a parking stall under the 24/7 Parking Rental Program shall pay to the Managing Agent a monthly garage administrative fee (the "Garage Administrative Fee") equal to six percent (6%) of the rental income to such owner from the rental of parking stalls under the 24/7 Parking Rental Program. Rental agreements for the 24/7 Parking Rental Program is subject to change from time to time as determined by the Managing Agent or the Board.

The Association shall have the right to use ten (10) unreserved stalls in the Building A Parking Pool and ten (10) unreserved stalls in the Building B Parking Pool without charge during the hours of 6:00 a.m. to 6:00 p.m. for Condominium employees working at the Condominium during those hours.

In the event that the Parking Pool system is dissolved, as provided in the Declaration, each residential unit owner will thereafter take possession of the individual parking stall assigned and conveyed with such owner's residential unit and said stall shall be used as a limited common element appurtenant to the designated residential unit, reserved for its exclusive use in a manner not inconsistent with these House Rules, the Bylaws of the Association, the Declaration, or any other rules established by the Association of Unit Owners from time to time. Each parking unit owner will thereafter take possession of the individual parking unit conveyed to such owner and said stall shall be reserved for its exclusive use in a manner not inconsistent with these House Rules, the Bylaws of the Association, the Declaration, or any other rules established by the Association of Unit Owners from time to time.

Every vehicle parked in the Parking Structure, except for visitor vehicles, must have a parking permit provided by management. At management's discretion, the permit will be distributed by color for the different parking programs. The different parking programs include, but are not limited to: 24/7 Access; Bulk Parking Rental and Parking Rental Program.

Each owner of a Parking Structure access card must acknowledge that the access card gate registration system prevents more than one entry or exit to the Parking Structure per valid computer registration. Under unique conditions, the Managing Agent may allow vehicles to enter or exit the Parking Structure without access card usage. Any resident that attempts unauthorized access of the secured parking structure with a vehicle, without



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the use of a valid parking card will be assessed an immediate fine of \$600. One parking card and one parking permit is provided per owned parking stall.

Owners of units in the Building A Residential Tower can own a parking unit in the Building B Parking Structure and Owners of units in the Building B Residential Tower can own a parking unit in the Building A Parking Structure.

The Declarant shall have the reserved and exclusive use of the parking units owned by Declarant and the reserved and exclusive use of all parking stalls that are appurtenant to residential units owned by Declarant, subject to these House Rules. All Declarant's stalls will be marked "Reserved". The Association will issue to the Declarant one access card to the Parking Structure for each parking unit owned by Declarant and each parking stall appurtenant to a residential unit owned by Declarant. Declarant shall have the right to use or rent any or all such stalls to any person or persons for any time periods, and shall not be liable to pay the Garage Administrative Fee unless Declarant, in its sole and absolute discretion, elects to have the Managing Agent rent any of Declarant's parking stalls as part of the Parking Rental Program or a separate parking rental program of Declarant's stalls. Such election will entitle Declarant to all "Rental Income to Declarant" as provided in the Declaration. Without limiting the foregoing, Declarant shall have the right to rent any or all Declarant's parking stalls that Declarant has not submitted to the Parking Rental Program to a car dealer for storage of the dealer's automobiles, or for other parking uses such as parking of boats, equipment on wheels, trailers, etc. Declarant shall give to the Association thirty (30) days prior notice of any election to submit or withdraw any of Declarant's parking stalls to or from the Parking Rental Program. For any month that Declarant elects to submit any of its parking stalls to the Parking Rental Program, rental income from the Parking Rental Program, less the Garage Administrative Fee, for that month will first be paid to Declarant in an amount equal to the prevailing monthly rate per stall for rental of parking stalls in the Parking Rental Program, multiplied by the number of Declarant's stalls in such Program for that month (prorated for any partial month), and the balance will be payable to other owners in the Parking Rental Program.

Parking stalls in the Parking Pool, including the parking units, shall be used in accordance with the following terms:

- a. Every unit owner shall use the parking stalls, only for purposes allowed by these House Rules.
- b. All parked motor vehicles must be in operating condition and must have a current registration, license and safety sticker as required by law.
- c. Every motor vehicle shall be parked entirely within a parking stall and shall not extend into, interfere with or obstruct the use of adjacent parking stalls or the common areas, driveways or parking areas of the Condominium.



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- d. Polishing of motor vehicles shall be permitted only when vehicles are properly parked in a stall in the Parking Structure.
- e. Emergency minor repairs of motor vehicles shall be permitted only when vehicles are properly parked in a stall in the Parking Structure.

Parking stalls in the Parking Pool, including the parking units, shall not be used for the following purposes:

- a. Storage or keeping of anything other than a single properly parked and permitted motor vehicle.
- b. Washing of motor vehicles except in such stalls designated as the car wash area by the Association or the Managing Agent.
- c. Painting of motor vehicles.
- d. Keeping of motor vehicles on blocks.

A maximum speed limit of five (5) miles per hour is established for the entire Condominium. Drivers are expected to observe traffic and directional signals for the safety of all persons.

Except to the extent otherwise permitted herein, no repair or maintenance of motor vehicles shall be done within any area of the Condominium. Emergency minor repairs of a unit owner's or occupant's motor vehicles shall be permitted only within a parking stall, and each unit owner or occupant shall promptly and properly dispose of any and all waste, material, grease, and foreign substances resulting from such minor repair. No repair or maintenance of a unit owner's or occupant's motor vehicle shall be permitted on any common elements of the Condominium.

Unit owners and occupants of the Building A Residential Tower in the Condominium may wash and clean their motor vehicles at the Condominium only between 8:00 a.m. to 6:00 p.m. at parking stall numbers 1164, 1165, 1166, 1167, 1168, 1169, 1170 and 1171 on the 11th level of the Building A Parking Structure or at such other times and other area designated as the car wash area by the Association or the Managing Agent. Unit owners and occupants of the Building B Residential Tower in the Condominium may wash and clean their motor vehicles at the Condominium only between 8:00 a.m. to 6:00 p.m. at parking stall numbers 1036, 1037, 1038, 1039, 1040, 1041, 1042 and 1043 on the 10th level of the Building B Parking Structure or at such other times and other area designated as the car wash area by the Association or the Managing Agent. While washing and cleaning their motor vehicles, the user may occupy two (2) adjoining parking stalls, thus, no more than 4 motor vehicles may be washed and cleaned in such area at any one time. There will be two (2) wash basins and two (2) electrical outlets for vacuum cleaners at the "Auto Wash" area on the 11th level of the Building A Parking Structure and on the 10th level of the Building A Parking Structure. The gate lock for the "Auto Wash" area will be controlled by the Managing Agent. All dirty water must be poured into the wash basins only. No washing

of any motor vehicle shall be permitted in any other parking stall, including any parking unit, or visitor parking stall.

Every unit owner shall at all times maintain and keep the owner's parking stalls in a clean and safe condition, including the prompt removal of grease, oil and foreign substances caused by the use of a stall by said owner. If any unit owner fails to promptly clean parking stalls soiled by said owner's use after notice thereof by the Board or Managing Agent, the Managing Agent may clean such parking stalls. Such unit owner shall be responsible for the payment of all costs and expenses incurred by the Managing Agent for such cleaning.

Signage to designate each of the eleven (11) "Accessible" parking stalls on levels 2 through 11 of the Building A Parking Structure and the nine (9) "Accessible" parking stalls on levels 2 through 10 of the Building B Parking Structure as an "Accessible" stall shall be prepared and mounted on such stall. All handicap stalls shall remain unreserved for use by any registered resident with a disability, as defined by Section 291-51, Hawaii Revised Statutes, as amended, that provides a legal placard to the Managing Agent and has a legal disability placard visible in his or her automobile that is parked in such stall. The Managing Agent shall use the Guidelines for Assignment of Accessible Stalls set forth in Exhibit A to these House Rules.

At least one (1) parking stall on the ground level of each Parking Structure will be improved with an electric vehicle charging station, for use by occupants and visitors of the Condominium subject to such limits on time of use, payment, procedures, rules, and regulations as may be adopted from time to time by the Board.

F. Parking Rental Programs

The Parking Pool system shall be designed so that, to the extent of the unit owners' Entitled Amount of Parking Stalls, parking stalls will be available for use at all times desired by (i) the residents of the residential units in the Condominium, (ii) the employees working at and other occupants of or visitors to the commercial units in the Condominium, and (iii) the owners of units in the Condominium (or renters from such unit owners). In addition, to the extent parking stalls in the Parking Pool are not being used by residents or owners of the units in the Condominium and not being used by the owner of the commercial unit(s), the Association shall institute a program (the "Parking Rental Program") to permit rental of parking units and parking stalls to third parties on a monthly basis, at market rates, for such person's own use, or a bulk rental rate for rental of fifty (50) or more parking stalls for a twelve (12) or thirteen (13) hour period during the hours of 5:00 a.m. to 7:00 p.m. on Monday through Friday excluding observed holidays. The Board or Managing Agent have the ability to modify or negotiate the terms and rates of each agreement on behalf of the Association.

All monthly rentals will have a daily uniform designated 12 or 13 hour time period. The designated 12 or 13 hour period may not change without 30 day advance notice to Management.



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All income from the Parking Rental Program shall first be paid to the Declarant up to the amount of the Rental Income to Declarant as provided in the Declaration; and the balance of the income from the Parking Rental Program after payment of the Rental Income to Declarant shall accrue to the Association to reduce maintenance fees.

The Managing Agent shall use its best judgment to determine the number of parking stalls available for rental and such quantity shall be reviewed by the Board on a monthly basis to confirm that adequate parking is available for use at all times desired by the residents and owners of the units in the Condominium to the extent of their Entitled Amount of Parking Stalls.

Rental agreement forms for parking rental programs are subject to change from time to time as determined by the Managing Agent or the Board. Bulk parking rental agreements require individual registration for liability and security purposes.

The Board shall review the rental rates from time to time; at least annually. If a Renter under a parking rental program has not paid the required rent to the Managing Agent 10 days after its due date, in addition to other rights and remedies, the Managing Agent shall have the right to have the Renter's vehicle towed from the Parking Structure at the Renter's expense.

All parking units (the "Commercial Parking Units") owned by the owner(s) of the commercial unit(s) shall not be placed in and used as a part of the Parking Pool, and may be marked "Reserved" for the commercial units. The Association will issue to each commercial unit owner one access card to the Parking Structure for each parking unit owned by such owner. In addition, the owner(s) of the commercial unit(s), as a group, shall have the right to use without charge (i) forty (40) unreserved stalls in the Parking Pool of the Building B Parking Structure for a twelve (12) hour period during the hours of 5:00 a.m. to 7:00 p.m. seven (7) days a week, for its employees working at the commercial unit(s) and other occupants of and visitors to the commercial unit(s) during those hours; and (ii) thirty-five (35) unreserved stalls in the Parking Pool of the Building B Parking Structure for a twelve (12) hour period during the hours of 5:00 a.m. to 12:00 a.m. (midnight of the next day) seven days a week, for its employees working at the commercial unit(s) and other occupants of and visitors to the commercial unit(s) during those hours. The right to park in the 75 unreserved parking stalls (the "Unreserved Commercial Parking Stalls") and the Commercial Parking Units of a Commercial Unit owner (other than Declarant) are solely for use by its employees working at the commercial unit(s) and other occupants of and visitors to the commercial unit(s), each of whom must register with management. Each commercial unit owner (other than Declarant) must provide to management, a list of the persons using its Commercial Parking Unit and Unreserved Commercial Parking Stalls, and certify that such users are employees working at the commercial unit(s) or other occupants of the commercial unit(s).

G. EV Charging Stations

Initially, an electrical connection box and electrical sub-meter will be available for eight (8) compact parking stalls on level 10 of the Building A Parking Structure (being stall numbers 1001, 1002, 1003, 1004, 1017, 1018, 1019 and 1020, and herein called the "Initial Eight Charged A Stalls"), and eight (8) compact parking stalls on level 9 of the Building B Parking Structure (being stall numbers 831, 832, 901, 902, 915, 916, 917 and 918, and herein called the "Initial Eight Charged B Stalls"), each of which may be improved with an electric vehicle charger, by an owner of a residential unit or parking unit who owns an electric vehicle or leases the owner's residential unit to an occupant who owns an electric vehicle, and makes a request to the Managing Agent. Such owner may install an electric vehicle charger at such owner's cost and expense, subject to plans and specifications approved in advance by the Managing Agent and subject to payment of a pro-rata share of the cost of the sub-meter. The cost of the initial sub-meter shall be at the Association's expense. Plans and specifications for the Managing Agent's approval shall be submitted sixty (60) to ninety (90) days in advance of the proposed installation date. Upon such installation and payment, the parking stall will become reserved for such owner's use for so long as the owner or its occupant owns an electrical vehicle, and pays the pro rata share of the cost of electrical usage from such stall. The owner or its occupant (as the case may be) will not be permitted to park in the unreserved pooled stalls. After such installation of the approved charger, Managing Agent will prepare and install, at the unit owner's cost and expense, signage to designate such parking stall as reserved. If an occupant with an electric vehicle charging stall moves, sells or rents to an occupant who does not need an electric vehicle charging stall, then such stall will no longer be reserved to such owner and such owner may remove its electrical vehicle charger. If more than eight (8) parking stalls in a Parking Structure are requested for installations of electric vehicle chargers, an electrical engineer must study the actual recorded electrical usage for the Condominium and determine to the Board's satisfaction that the Condominium's transformer has the capacity for additional electrical vehicle chargers. If and to the extent such study determines that the Condominium's transformer has the capacity for additional electrical chargers, an additional electrical conduit may be routed up the center of the Parking Structure from the electrical room on the first level, for installation of electrical vehicle chargers within the following parking stalls in the following order, subject to the conditions set out in this paragraph:

For Building A Parking Structure: first, within the compact stalls in the center of the 10th level adjoining the Initial Eight Charged A Stalls, in such order of parking stalls determined by the Board or the Managing Agent; next, within the compact stalls in the center of the 9th level, in such order of parking stalls determined by the Board or the Managing Agent, next, within the compact stalls in the center of the 8th level descending one level at a time through the 2nd level, in such order of parking stalls determined by the Board or the Managing Agent. For electrical vehicles that cannot fit within a compact parking stall, if and to the extent the electrical engineer's study determines that the Condominium's transformer has the capacity for additional electrical chargers, an additional

electrical conduit may be routed up the center of the Parking Structure from the electrical room on the first level, to parking stall 1033, for installation of electrical vehicle chargers within the following regular parking stalls in the following order, subject to the conditions set out in this paragraph: first, within regular parking stalls 1033 through 1090 in ascending order; next within the regular stalls on the 9th level, starting with 933 in ascending order; next, within the regular stalls on the 8th level in ascending order starting with 833; and descending one level at a time through the 2nd level, in the same ascending order of parking stalls on each level starting with stall number X33 (with X being the number of the parking level).

For Building B Parking Structure: first, within the compact stalls in the center of the 9th level adjoining the Initial Eight Charged B Stalls, in such order of parking stalls determined by the Board or the Managing Agent; next, within the compact stalls in the center of the 8th level, in such order of parking stalls determined by the Board or the Managing Agent, next, within the compact stalls in the center of the 7th level descending one level at a time through the 2nd level, in such order of parking stalls determined by the Board or the Managing Agent. For electrical vehicles that cannot fit within a compact parking stall, if and to the extent the electrical engineer's study determines that the Condominium's transformer has the capacity for additional electrical chargers, an additional electrical conduit may be routed up the center of the Parking Structure from the electrical room on the first level, to parking stall 933, for installation of electrical vehicle chargers within the following regular parking stalls in the following order, subject to the conditions set out in this paragraph: first, within regular parking stalls 933 through 978 in ascending order; next within the regular stalls on the 8th level, starting with 833 through 878 in ascending order; next, within the regular stalls on the 7th level in ascending order starting with 733 through 778; and descending one level at a time through the 2nd level, in the same ascending order of parking stalls on each level starting with stall number X33 through X78 (with X being the number of the parking level).

VIII. GENERAL PROVISIONS

Textile items, including towels, bathing apparel and clothing, brooms, mops, cartons, and other objects, shall not be placed in windows so as to be in view from outside the residential unit or from any other unit.

Nothing shall be thrown, expelled, disposed of, or dropped from lanais, windows, or any other part of a unit. The act of exploding any item or use of firecrackers anywhere in the Condominium is expressly prohibited.

Water shall not be left running for an unreasonable length of time.

No unsightliness within the public view is permitted within the Condominium. For this purpose, "unsightliness" means, but is not limited to, the following: laundry, lines, litter, or trash containers except as specially provided; inappropriate, broken, scarred or offensively ugly furniture or plants on lanais; non-decorative gear, equipment, cans, bottles, ladders, trash, boxes, barrels, and other similar

items stored or stowed in or on the walkways and other areas of the common elements and lanais (other than the limited common elements appurtenant to any commercial units), or unshaded or improperly shaded lights that create an objectionable glare.

No jumping is allowed in the elevators. Violators may be subject to fines and remedies as set out in Section XIII. If repairs to an elevator are required due to jumping in the elevator which cause the elevator to come off track, the Association will seek reimbursement for elevator repairs from the violator(s).

Residents and visitors are encouraged not to hold elevators open for lengthy periods of time. The elevators may "time-out" or shut down as a safety feature. If an elevator mechanic is required to return any elevator car to service, the violator, or the homeowner(s) of the residence in which the violator is visiting may be held accountable for the cost of this service.

The Association will not be responsible for any funds that are trapped or lost in the vending machine(s) as a result of failed operation. The use of the vending machine(s) is at the sole discretion of the party making a potential purchase. The Association does not own the machines or the contents within them.

A specific area within the ground level of each Parking Structure is designated for lockboxes. Lockboxes must be registered at the Management Office. The Managing Agent has the right to remove any lockboxes that have not been registered or appear to have been abandoned; with reasonable discretion. A Residential Unit owner (other than Declarant) may have a lockbox only to assist in the marketing for sale of the owner's unit. No lockboxes will be allowed for rental of such unit. As a condition to receiving approval for the lockbox from the Management Office, such owner must provide satisfactory evidence that the residential unit is for sale and sign a full release of the Association from any liability in connection therewith. No more than one (1) lockbox will be permitted per apartment. All lockboxes will be subject to a monthly storage fee that may be adjusted from time to time under the discretion of the Board or the Managing Agent.

Except as provided in the Declaration (including without limitation, the Kapiolani Boulevard sign, the exterior lobby Condominium name signs, the signs located at Kawaiaha'o Street and Kapiolani Boulevard regarding the availability of monthly parking, and commercial building exterior signs), no signs, signals or lettering shall be inscribed or exposed on any part of the residential unit including, but not limited to, the exterior door or walls of any residential unit (other than the unit number), and no such items shall be placed on the Condominium grounds without the prior written approval of the Board; provided, however, that the Declarant or its real estate broker may display signs for the sale of units as provided in the Declaration and the owners of any commercial unit may place signs, as provided in these House Rules, without the approval of the Board.

No images, pictures or signs, electronic or otherwise, shall be permitted to protrude out of any window, any lanai or any other area of the unit, or the common elements.

Furniture, fixtures and equipment placed in common areas, if any, are for use in those specific areas and must not be moved therefrom.

Every unit owner shall observe and comply with these House Rules and shall ensure that all occupants, licensees and invitees of such owner's unit shall also observe and comply with the Declaration, Bylaws and these House Rules. Each unit owner shall be responsible for such owner's occupants', licensees' and invitees' observance and compliance with these House Rules. In the event that expenses are incurred by the Association Managing Agent on behalf of the Board, due to violations of these House Rules by any unit owner, occupant, guests or licensees, such unit owner shall pay for such expenses, including reasonable attorney's fees.

To facilitate the right of access provided by the Declaration and Bylaws to the Managing Agent or the Board, each residential unit. If any key or keys are entrusted by a unit owner or occupant to an employee of the Association except pursuant to this section, the delivery of the key shall be at the sole risk of such unit owner or occupant, and neither the Board, the Association nor the Managing Agent shall be liable for injury, loss or damage of any nature whatsoever directly or indirectly resulting therefrom or connected therewith. Each unit owner and occupant shall assume full responsibility for protecting such owner's unit and the contents thereof from theft, robbery, pilferage, vandalism and other loss.

Neither the Board, nor Managing Agent shall hold any keys for any unit owner. All entry into any unit, including for emergency purposes, is solely the responsibility of the owner of such unit. Managing Agent reserves the right to make forcible entry into a unit for emergencies that Managing Agent determines may damage or otherwise adversely affect another unit or the Condominium. Any losses or costs arising from such emergency forced entry shall be paid for by the unit owner.

No open solicitation or canvassing will be allowed on the Condominium at any time, except within the commercial unit.

The Board of Directors or its Managing Agent from time to time may post special safety or other rules governing the use of the private roadway, driveways, walkways, lobby, meeting room, parking structure or other common elements. These posted rules shall be considered extensions of these House Rules.

If the emergency services of the Police Department, Fire Department, Paramedics, Ambulance or Doctor are necessary or required, the desired agency or person should be called directly. Telephone numbers for such emergency services are available from the Managing Agent. Any emergency, particularly such emergencies as flooding, fire and theft, should be brought to the immediate attention of the Managing Agent.

Subject to applicable laws and regulations of the City and County of Honolulu, there will be a street sign for the Condominium at Kawaiaha'o Street and Kapiolani Boulevard to advertise the commercial monthly parking rentals. The Board shall maintain these signs for visibility and illumination during night hours.

IX. STORAGE

Any owner or occupant desiring to bring a bicycle, moped or motorcycle onto the Condominium shall register such owner's or occupant's bicycle, moped or motorcycle with the Managing Agent. Each bicycle, moped and motorcycle shall be parked or stored only in that area specifically designated and assigned to the bicycle, moped or motorcycle owner by the Managing Agent for storage of such item. Mopeds and motorcycles may park in a parking stall provided the owner has registered the vehicle for such parking and is in possession of a parking access card. Motorcycles that are too large for parking in the designated storage area, as determined by management, may not park in such storage area, and must have a parking access card to park in a parking stall in the Parking Structure. Such motorcycles that are not so approved for size will be considered a compact vehicle for parking purposes. The Managing Agent, on behalf of the Association, will charge an annual fee, for bicycles, mopeds, and approved motorcycles; except that there shall not be such charge for parking a moped or approved motorcycle in a parking stall or parking unit up to the owner's Entitled Amount of Parking Stalls. Fees for the storage of such vehicles are subject to adjustment from time to time. If there is a waiting list for use of the storage areas for bicycles, mopeds or motorcycles, the Board will conduct an annual lottery.

At no time shall there be more than one vehicle parked in a parking unit or parking stall.

Bicycles and oversized sports equipment, such as a surfboard or kayak, shall be stored only in the secured storage areas specifically designated and assigned to the equipment owner by the Managing Agent for storage upon signing of a rental agreement and payment of the storage fee. The Board or the Managing Agent, on behalf of the Association, will charge an annual fee, payable in advance. Such fees are subject to adjustment from time to time. If there is a waiting list for use of the storage areas, the Board will conduct an annual lottery.

Management will control the gate locks for the storage areas. Each owner of the stored item is responsible to secure each such item to a storage rack to prevent theft.

Corner storage area numbers 1, 2, 3, 4, 5, 6, 7, 9, 11, 13, 15, 16, 17, 18 and 19 in the Building A Parking Structure and the 17 corner storage areas in the Building B Parking Structure are limited common elements appurtenant to and reserved for the exclusive use of the residential units in the Condominium. Management is to be paid a quarterly storage administrative fee (the "Storage Administrative Fee") equal to six percent (6%) of all rental income from such corner storage areas of the Parking Structure.

The four (4) corner storage areas (the "Unit 106 Storage Areas") located in the Building A Parking Structure referred to as Storage Area nos. 8, 10, 12 and 14 on the Condominium Map are limited common elements appurtenant to and reserved for the exclusive use of the Unit 106 in the Building A Residential Tower, subject to the right, but not the obligation, of Declarant to convert any or all of such Unit 106 Storage Areas to a general common element as provided in

the Declaration. If Declarant exercises its right to convert any of such Unit 106 Storage Areas to general common elements or to a limited common element appurtenant all of the residential units, the rental income from such converted corner storage areas shall also be subject to the Storage Administrative Fee.

For the corner storage areas that are designated on the Condominium Map for "Surfboard Storage", Declarant will have installed racks for surfboard and other long items of not more than seventeen feet in length in such storage areas, with a security fence or enclosed wall. The Board or the Managing Agent, on behalf of the Association, may rent such corner storage areas for storage of bicycles and oversized sports equipment, such as surfboards or kayaks.

For the corner storage areas on the ninth and tenth levels of the Building A Parking Structure and corner storage area 10C on the tenth level in the Building B Parking Structure, Declarant will have installed a security fence or enclosed wall. The Board or the Managing Agent, on behalf of the Association, may use or rent such corner storage area for any purpose.

The Board or the Managing Agent, on behalf of the Association, may request additional storage areas from Declarant and install storage racks in such additional storage areas at the Association's expense. The Association as a whole bears the expense of maintaining such storage areas that the Association is permitted to rent, and has the right to retain the income from the rental of such storage areas.

Light fixtures installed in the corner storage areas of the Building A Parking Structure and the following corner storage areas in the Building B Parking Structure provide night illumination through their exterior frosted glass walls: 2B, 3B, 4B, 5B, 6B, 7B, 8B, and 9B. No storage or other use of the corner storage areas shall block or otherwise interfere with such night illumination.

The Managing Agent may charge for the loss of unit keys, storage keys, security keys, parking permits and parking access cards at its published rates. Charge for a lost storage room key will include charges for re-keying the storage room for the lost key, and making copies of and distributing keys to management and other users of that storage room.

X. PROPERTY MAINTENANCE

Under the supervision of the Board, the maintenance of common elements, including all external caulking and painting, cleaning of the exterior side of the windows and lanai railing glass or lanai fence, and all parking areas and limited common element land areas, is the responsibility of the Managing Agent. Defects and deficiencies should be reported by owners and occupants when and as observed.

Every four (4) years, the Managing Agent shall undertake a man-hoist inspection of the exterior finishes of the Condominium buildings to assess the weathering and general condition of the exterior vents and finishes of the buildings, and clear any obstruction of the vents, and repair exterior caulking and



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painting as needed. The Managing Agent's budget shall include an itemized annual expense reserve for such inspection and repair.

As to each Residential Tower, if the exterior of the Residential Tower is completely repainted by a licensed painting contractor within eight (8) years after completion of the Residential Tower, then upon satisfactory completion of such repainting, Declarant has agreed to pay \$100,000 of the cost incurred by Association to have the exterior concrete and non-concrete walls of the Residential Tower repainted, subject to prior written approval by Hawaiian Dredging Construction Company (or a painting consultant for Declarant) of the contractor, the contract, and the color and other specifications of such repainting, and presentation to Declarant of the invoices for such work.

Maintenance of individually owned units and limited common element(s) appurtenant thereto, including lanais and all windows, doors (including hinges, locks and door closures, if any), is the responsibility of the respective unit owners, except for periodic cleaning by the Managing Agent of the exterior side of windows and lanai railings.

The Board, the Managing Agent, and/or its contractors shall have the right of entry unto each unit during reasonable hours and upon at least seven (7) days prior notice (except in the case of emergencies, for which no prior notice is required) to perform inspections of the exterior and infrastructure of the Condominium buildings and cleaning of the exterior sides of windows and lanai railings.

An Environmental Hazard Management Plan ("EHMP") has been prepared for the Condominium. Common element maintenance is the responsibility of the Association. Subsurface contamination remains at the Condominium beneath three feet of clean fill and concrete as documented in the EHMP, a copy of which is available in the Managing Agent's office. Common element maintenance that involves excavation or trenching (such as future underground utility repairs) shall be performed in accordance with the EHMP. A copy of the EHMP shall be provided (by the Board or the Managing Agent) to any contractor selected to perform maintenance, repair or other work involving excavation or trenching or other subsurface work.

No structural changes of any type or kind shall be permitted either within or outside a unit except as permitted by and in accordance with the Declaration, Bylaws, and applicable statutes, ordinances, rules and regulations, governmental determinations and restrictions of appropriate agencies of the City, State, or Federal governments.

Every five (5) years, the Board shall cause the Managing Agent to have the air conditioners and water heaters within the residential units inspected for maintenance, energy efficiency and proper connectivity, and the costs of such inspection are to be included in the common expenses. If a unit owner does not undertake any necessary repairs, the Board, has the right to undertake such repair on the owner's behalf and the costs of such repair shall be charged to the unit owner. The Board, the Managing Agent and/or its contractors shall have the right of entry into each unit for purposes of such inspection and repair. A unit



owner who has purchased a new air conditioner and water heater within two (2) years of the scheduled inspection may request to be excused from such inspection by providing written notice to the Managing Agent with a copy of the receipt for such purchase.

XI. EMPLOYEES OF THE ASSOCIATION

The maintenance employees of the Association or the Managing Agent will use every effort to maintain the grounds effectively. Nevertheless, these employees are not available on a 24 hour daily basis, and much of their work must be devoted to regular maintenance and repair, as directed by the Board or Managing Agent. Accordingly, and in the common interest of all concerned, each unit owner and occupant shall do his or her part towards abating unsightliness within the Condominium to the fullest practicable extent.

Maintenance employees of the Association are under the sole discretion of the Board of Directors and the Managing Agent and during the prescribed hours of work. They shall not be diverted to the private business or employment of any unit owner or occupant. No maintenance employee shall be asked by any unit owner or occupant to leave the common elements.

The cleaning of each unit and the limited common elements appurtenant thereto, including the parking units and limited common element parking stall if the Parking Pool should be discontinued, is the sole responsibility of the unit owner and occupant.

Every residential unit owner, occupant or guest will refrain from using vulgar remarks, offensive language, expressing obscenities or making threats directed at employees or contracted vendors of the Association. Violators of this rule will be subject to a fine without previous warning.

XII. SPECIAL RULES FOR COMMERCIAL UNITS

The owner of the Commercial Unit(s) shall be responsible for two electronic key fob pads located at the Building B Parking Structure entry doors in the alleyway between the Building B Parking Structure and the commercial building which provide the commercial building occupants access into the Building B Parking Structure.

The foregoing special rules concerning any commercial units are without prejudice to all other terms and conditions of the Declaration, Bylaws and these House Rules.

The owner or owners of the commercial units shall have the right, at any time, and from time to time, at such owner's sole cost and expense, and without the approval, consent or joinder of the Board, the Association, or any other unit owner, to make any and all such alterations or additions to the commercial unit structure and space and the commercial unit's limited common elements as the

owner deems appropriate subject to the Declaration and the Bylaws and applicable building codes and other laws, including applicable Land Use Permits.

The owner(s) or occupant(s) of the commercial units shall not perform any acts or carry on any practices which may injure the Condominium or be a nuisance or menace to other unit owners in the Condominium.

Insofar as practicable, all receiving and delivering of goods and merchandise and all removal of garbage and refuse shall be made in a manner to avoid interference with the use and enjoyment of the common areas. No loudspeakers, radios or other means of broadcasting to be heard outside the commercial units shall be installed or used by a commercial unit owner unless first agreed to in writing by the Board of Directors.

A commercial unit owner may without the approval of the Board, but subject to all applicable laws, regulations and governmental permit requirements, install any sign, lettering, picture, placard or other written or printed mode of communication (hereinafter, collectively "sign") on the limited common elements appurtenant to the commercial units, or visible from the exterior of the commercial units, reasonably necessary to advertise the business being conducted within such commercial unit owner's unit.

In addition to this section, the owners, occupants, tenant and guests of the commercial unit(s) shall be subject to the rules set out in the following Sections: VII (Parking and Vehicle Operation); V (Common Elements); XI (Employees of the Association); VIII (General Provisions); XIII (Violations) and I (Enforcement of These Rules)

XIII. VIOLATIONS, WARNINGS AND SCHEDULE OF FINES

The violation of the Declaration, the Bylaws, or any of these House Rules by an occupant or the occupant's guest, shall give the Association, through the Board or the Managing Agent, the right, in addition to any other remedies, to levy a fine against the owner of the unit or the responsible occupant. Fines duly imposed but unpaid shall constitute a lien on the owner's unit that may be foreclosed upon in like manner as a lien for unpaid assessments to collect the unpaid amount. The Association also has the right to pursue any action to recover a money judgment for any unpaid fines without foreclosing or waiving the lien.

A fine will be imposed for any second and subsequent violation(s) occurring within 365 days from the previous offense, even if that violation involves a different provision of the Declaration, Bylaws, House Rules or other governing document than did the first violation.

After twelve (12) months, a paid fine shall be removed from an occupant's record and shall not be used in calculating subsequent violations.

The Managing Agent and its staff, as agents for the Board, are authorized to issue written citations and levy fines.



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All corrective actions regarding violations of these House Rules and damages to the common elements or any other areas of the Condominium (including limited common elements appurtenant to each unit) will be enforced by the Board, and all violations should be reported promptly to the Board or Managing Agent.

Damages to common elements or any other areas of the Condominium (including limited common elements appurtenant to each unit) shall be surveyed by the Board or the Managing Agent at the direction of the Board, and the cost of repair, restoration or replacement thereof and any legal fees incurred thereby may be assessed by the Board against the person or persons responsible, including, but not limited to any unit owner for damages caused directly or indirectly by such owner's occupants.

A. Schedule Of Fines

Due to the negligent, dangerous, or prohibitive nature of these offenses, the Board or Managing Agent shall have the right to impose an immediate fine without prior warning; as prescribed in the categories detailed below:

The following offenses will generate a written citation and \$1000.00 fine, which will be assessed against the unit owner.

- a. Operating any residential unit under transient terms (30 days or less) or hotel purposes.
- b. Unlawfully discharging a firearm or fireworks on the premises.

The following offenses will generate a written citation and \$600.00 fine, which will be assessed against the unit owner.

- a. Any resident that attempts or accesses the parking structure with a vehicle without the use of a valid parking access credential.

The following offenses will generate a written citation and \$300.00 fine, which will be assessed against the unit owner.

- a. Creating a fire hazard by propping or keeping open any corridor residence front door by means of a door stopper or any other method.
- b. Bringing hazardous materials into the Condominium.
- c. Violation of rules relating to or pertaining to moving items in or out, delivery and the inappropriate use of the elevators. Such offenses will include but are not limited to:
 - 1. Moving or transporting items without a confirmed reservation through the office of the Managing Agent.
 - 2. Moving or transporting items prior to or exceeding the reserved hours for doing so.
 - 3. Transporting bulky or cumbersome items through the main lobby area without the approval of the Managing Agent.

- d. Having illegal pets.
- e. Abandoning items on property. In addition to a \$300.00 fine assessment, the homeowner will also be assessed the cost of removing or properly disposing of the item(s).
- f. Projecting, ejecting, throwing or dropping items from the building.
- g. Tampering with fire equipment/system or causing a false activation of the fire alarm system.
- h. Use of vulgar remarks, offensive language, expressing obscenities or making threats directed at employees or contracted vendors of the Association.
- i. Driving recklessly or exceeding the speed limit of the property.

The following offenses will generate a written citation and \$150.00 fine, which will be assessed against the unit owner.

- a. Failure to submit a completed registration form to the Management Office.
- b. Smoking or simulating smoking by use of an electronic vaping device anywhere on the premises.
- c. Carrying an open alcoholic beverage container or consuming alcohol in common areas.
- d. Tampering with elevator or elevator controls.
- e. Conducting inappropriate vehicle repairs on the premises.

The following offenses will generate a written citation and \$100.00 fine, which will be assessed against the unit owner.

- a. Executing improper turns when exiting the parking garage or property.
- b. Leaving a vehicle unattended in the South Street driveway.
- c. Exiting the ground floor stairwell emergency exit doors in the residential tower without the presence of an active emergency.

If a violation offense may be corrected within thirty (30) days after the date of the written notice, the prescribed fine for noncompliance will be ten dollars (\$10.00) per day from the thirtieth day until the violation is corrected.

Violations of the House Rules that are not deemed correctable or require an immediate fine without prior warning shall follow the prescribed protocol and fines:

First offense- Written citation with a copy of said citation being sent to the unit owner if the offender is not the unit owner.

Second offense- Written citation and \$150.00 fine, which will be assessed against the unit owner.

Third offense- Written citation and \$300.00 fine, which will be assessed against the unit owner.

Fourth and subsequent offenses- Written citation and \$600.00 fine for each occurrence, which will be assessed against the unit owner.

B. Appeals

The person penalized (herein called the offender) may appeal from the fine or penalty imposed by the Board or the Managing Agent as follows:

The offender may appeal such penalty within thirty (30) days after receiving notice thereof, by sending written correspondence to:

Hawaiian Properties c/o
AOUO 801 South St.
1165 Bethel St. 2nd floor
Honolulu HI 96803

Detailing the reasons therefor. The filing of a notice of appeal shall not halt the accrual of any ongoing fines or penalties which are the subject of the appeal. However, the Board may waive or rescind all or part of the aforesaid fines or penalties at the time of the hearing of such appeal.

All appeals shall be heard at a meeting of the Board within ninety (90) days after the notice of appeal has been filed. The causes of the fine or penalty shall be reported in writing by the Board or the Managing Agent at such meeting, with a statement of the facts on which the fine or penalty was based, a copy of which shall be furnished to the offender at least ten (10) days before the meeting. The offender shall then present his or her defense in writing, to which the Board or its designee may reply orally. The offender or any one owner or another person on his or her behalf may then respond, and the Board or its designee may again speak in support of the fine or penalty.

The Board shall vote as to whether the fine or penalty shall be affirmed. If a majority of those present vote in the affirmative, the fine or penalty shall stand and shall be remitted by the offender in full within seven (7) days of the date of such meeting. If less than a majority of those present vote in the affirmative, then the fine or penalty shall thereby be rescinded.



801 SOUTH ST HOUSE RULES

The Board of Directors of the Association of Unit Owners of 801 South Street hereby adopts these Amended and Restated House Rules as the House Rules of the Association of Unit Owners of 801 South Street as of May 23, 2019.

**ASSOCIATION OF UNIT OWNERS OF
801 SOUTH STREET
By its Board of Directors**

By [Signature]
Name Nina Horioaka
Title: V. President

By [Signature]
Name JIANNA M. CHEN
Title: SECRETARY

EXHIBIT A

GUIDELINES FOR ASSIGNMENT OF ACCESSIBLE STALLS

If there are more applicants than accessible stalls	All accessible parking stalls shall be designated as such and the accessible parking stalls will be unassigned and available for use by the disabled occupants on a space available basis.
If the number of applicants for accessible stalls is less than or equal to the number of accessible stalls	The accessible parking stalls shall be designated as needed in ascending order by stall number and the designated accessible parking stalls will be unassigned and available for use by the disabled occupants on a space available basis.
If an occupant with an accessible stall moves, sells or rents to an occupant who does not need an accessible stall	The accessible parking stalls designation will be removed in descending order by stall number.

Ten (10) accessible stalls have been provided for residents for Building A. Nine (9) accessible stalls have been provided for residents for Building B. These stalls are shared by management approved residents on an unreserved basis. In addition there are accessible stall(s) for visitors.

If any resident occupant of Residential Tower A requires a reserved accessible stall, the accessible stalls will be assigned first for those requiring such accessible stalls from the 11th floor accessible stall in the Building A Parking Structure down to the 2nd floor accessible stall depending on the number of applicants. If any resident occupant of Residential Tower B requires a reserved accessible stall, the accessible stalls will be assigned first for those requiring such accessible stalls from the 10th floor accessible stall in the Building B Parking Structure down to the 2nd floor accessible stall depending on the number of applicants. In December of every year on a management designated date, 100% of the designated accessible stalls will be put into an annual lottery, and a designated accessible stall will be assigned for the following calendar year, on a first come, first served basis, to those resident occupants requiring reserved accessible stalls. Remaining accessible stalls are to remain unassigned and available for use by the disabled occupants on a space available unreserved basis.

Should there be more accessible reserved stalls required than available, the following numbered stalls for the Building A Parking Structure and the Building B Parking Structure (as shown on the Condominium map) are to be added in ascending order (from the lowest number) as the number of resident occupants in a Residential Tower require:

Building A: 245, 252, 274, 282, 345, 352, 374, 382, 445, 452, 474, 482, 545, 552, 574, 582, 645, 652, 674, 682, 745, 752, 774, 782, 845, 852, 874, 882, 945, 952, 974, 1045, 1052, 1074, 1082, 1139, 1146, 1147.

Building B: 247, 275, 347, 375, 447, 475, 547, 575, 647, 675, 747, 775, 847, 875, 947, 975, 1039, 1060, 1067.

The total number of resident occupants with automobiles requiring a reserved accessible stall will be determined annually based on the number of written requests for accessible stalls made no later than November 30 of each year together with verification of a valid handicap parking placard.

Management is responsible to confirm the measurements of these additional accessible stalls and will place signs for such reserved and handicap designations. No other stalls in either Parking

Structure will qualify physically as an accessible stall. All resident occupants entitled to park in an accessible assigned stall, must park only in such assigned stall and not in any unreserved stalls. Such violation will be subject to the Warning and Fine Program of the House Rules.

EXHIBIT B**ARTICLE V, Section 13 of the Bylaws****Pets.**

Except within the commercial unit, no animals of any kind whatsoever shall be allowed or kept in any part of the Condominium by the unit owners and occupants, except: (a) certified guide dogs, signal dogs, other animals upon which disabled owners, tenants or guests depend for assistance; (b) aquarium fish, or (c) one common house pet per unit, limited to a dog, cat, bird, turtle or guinea pig, no larger than 20 pounds at maturity. The pet shall be transported in a container (luggage, bag, cage, hand bag, etc.) that prevents the pet from walking or flying, once outside of the unit and in common areas of the project.

Each owner of a residential unit with any animal (except aquarium fish) shall immediately register the animal with the Managing Agent and obtain and maintain a liability insurance policy with limits of at least \$100,000. The owner will provide to the Managing Agent annually, a certificate of such insurance. In no event shall the Board, the Association or the Managing Agent be or be deemed to be liable for any loss, damage or injury to persons or property caused by or arising in connection with any owner's, occupant's or guest's pet, guide dog, signal dog or other animal. By acquiring an interest in a unit in the Project, each owner agrees to indemnify, defend and hold harmless the Board, the Association and the Managing Agent against any claim or action at law or in equity arising out of or in any way relating to such owner's, occupant's or guest's pet, guide dog, signal dog or other animal.

No owner, occupant or guest shall permit his pet to be exercised outside of the owner's unit nor to produce or cause any waste or unsanitary material or condition anywhere on the common elements, and any such waste or unsanitary material or condition shall be immediately removed and disposed of or remedied by such owner, occupant or guest. All animal waste must be securely wrapped and disposed of in a specific refuse container designated by the Managing Agent or the Board. A monthly fee determined by the Board (initially \$1.00) will be separately assessed all owners of animals (other than aquarium fish) for handling of animals' waste bags. House pets shall not be kept, bred or used for any commercial purpose nor allowed in the common elements except when in transit and carried in a cage (enclosed on four sides). House pets shall not be allowed on the unit lanais without supervision.

Any house pet which, in the sole judgment of the Board, causes a nuisance, unreasonable disturbance or threat to the health or safety of any owner, tenant or guest may be ejected from the Condominium on the demand of the Managing Agent; provided, however, that upon assessment of the severity of the nuisance, disturbance or threat caused by such pet, the Board, in its sole discretion, may give the pet's owner an opportunity to remedy the situation short of ejection. Any births from animals must be removed within three months so that the number of house pets is reduced to one.

Certified guide dogs, signal dogs, or other animals upon which disabled owners, tenants or guests depend for assistance shall be permitted to be kept by such owners, tenants and guests in their respective units 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 their owners while present upon the common elements. If such a certified guide dog, signal dog or other animal causes a nuisance or unreasonable disturbance or poses a threat to the health or safety of any owner, tenant or guest, the owner thereof will be given an opportunity to rectify the problem by measures which fall short of ejectment of the animal from the Condominium. Ejectment will be required only if the Board reasonably determines that less drastic alternatives have been unsuccessful. If such an animal is ejected, it will nonetheless be allowed to remain at the Condominium 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 time does not constitute an unreasonable imposition upon, or threat to the safety or health of, other owners, tenants or guests.

Subject to the foregoing, the Board in its discretion may promulgate rules and regulations for the fining of an owner and/or eviction of any pet which constitutes a nuisance to the Condominium or its owners.