

HOUSE RULES AND REGULATIONS
ASSOCIATION OF APARTMENT OWNERS OF HARBOR SQUARE
As amended on February 1, 2009

Section A - General Residency

A1 Owners must strictly comply with the specific requirements of the Act, the Declaration of Condominium Property Regime, the Association By-Laws, House Rules and other governing documents. Owners shall be responsible for the actions of their tenants, guests, employees, tradesmen, and any other person using Harbor Square on their behalf. Any costs incurred by the Association as a result of a violation of the governing documents by the above persons shall be the responsibility of the owner.

A2 These House Rules shall apply to all apartment owners, their families, tenants, guests, employees, or any other persons using Harbor Square on their behalf.

A3 Owners who rent their apartments, and are not full time residents of the Island of Oahu, must have an appointed rental agent residing on Oahu who is registered with the Resident Manager.

A4 All new residents are required to register with the Resident Manager's office prior to their initial move-in. They will fill out a Resident Registration Form, and provide complete and accurate information as requested. It is the responsibility of the owner to ensure that the registration is completed and that the information is current.

A5 No person at Harbor Square shall make or permit any disturbance that unreasonably interferes with the quiet enjoyment of Harbor Square by other residents.

A6 Hallways, stairwells, building entrances, and similar common elements must be kept free of all obstructions, including personal possessions such as bicycles and door mats.

A7 Storage in the storage lockers is at the sole risk of the resident. Storage of goods on common elements such as outside the lockers is prohibited, and such goods shall be deemed abandoned and subject to confiscation.

A8 Household pets are not permitted, except small birds and fish.

A9 Movement of large furniture, major household appliances, or large quantities of construction materials or household goods, must be scheduled in advance with the office and are subject to our move-in/move-out policy. There is a \$20.00 move-in/move-out fee, payable in advance.

All delivery vehicles are required to use the loading bay, and the use must be in a manner as directed by the Resident Manager or other authorized employee.

Residents may schedule the use of the elevators for move in/move out, deliveries, or removal of bulky items, on a first come, first served basis. All reservations must be made a minimum of 48 hours in advance, except for good cause that will be determined at the sole discretion of the on-duty Manager. Reservations may be made at the Resident Manager's office or by telephone at 537-2637, Monday through Friday, from 8:00 a.m. to 4:30 p.m. Moving hours are 8:00 a.m. to 4:00 p.m. There will no moving allowed on Sundays or New Years, Independence, Thanksgiving, Christmas, President's, Memorial, Labor, or Veteran's Day.

A10 Harbor Square staff is under no obligation to accept deliveries on behalf of residents, and acceptance of an item shall not be deemed to imply any responsibility whatsoever by the Association or its employees for the item's safety, condition, or delivery. The Association, the Board of Directors, and the Association staff, shall not have any responsibility for packages or other deliveries left in halls, at doors of units, or any other place on the premises, or for any personal property left in or about Harbor Square.

A11 Large recreational equipment such as bicycles and surfboards is permitted in the elevators, provided that there are no other passengers already in the elevator cab, and the equipment is clean and dry and will not mark or damage the elevator.

A12 Ball playing and related activities are not permitted in the common elements. The riding of wheeled equipment including skates and skateboards is prohibited in the common elements. No one shall loiter or play in the corridors, lobbies, stairways, elevators, parking areas, or landscaped areas.

A13 Furniture, furnishings, picnic tables, and equipment of the common elements shall not be altered, removed, or transferred to other areas.

A14 Harbor Square does not provide a lockout service. It is the resident's responsibility to hire a locksmith to gain entry.

A15 Soliciting at Harbor Square is prohibited; except solicitation of proxies or distribution of materials relating to Association matters is permitted, by owners, on the common elements, provided such solicitation occurs at a reasonable time, place and manner. Posters are prohibited.

A16 Smoking in the hallways, lobbies, elevators and within 20 feet of the buildings entrances or venting systems is prohibited. No one shall discard cigarettes or other smoking material in any common elements except in provided containers.

A17 No person shall use, or permit to be brought to Harbor Square, any hazardous material, except labeled household products as defined by state or federal law, including but not limited to hazardous material that is explosive or highly combustible.

A18 Fireworks and firecracker use are specifically banned on any portion of Harbor Square.

Section B - Rules Pertaining to Apartments

B1 Apartments may not be rented for periods less than 30 days, or used in a manner in which the occupants of the apartment are provided any customary hotel services.

B2 If emergency access is required, the unit owner shall be responsible for all costs associated with the emergency entry.

B3 Access by Association staff and contractors to any apartment is allowed for the operation of the Harbor Square. This may include making emergency repairs, or installation, repair, or replacement of any common element. Each apartment owner shall afford to the Association and the other owners, and to employees, contractors, or agents of the Association, or other owners, during reasonable hours, access through the owner's apartment, reasonably necessary for the operation of Harbor Square. The Association shall have the irrevocable right, to be exercised by the Board, to have access to each Apartment at any time as may be necessary, for making emergency repairs to prevent damage to the common elements, or to another Apartment or Apartments. The Association shall have no responsibility for damage to an Apartment if entry is required due to an emergency, and shall have no responsibility for damage to an Apartment if entry is made for any other reason, unless it is shown to have caused such damage. The Association shall not be responsible for paying the costs of removal of any finished surfaces of an Apartment that impedes its ability to maintain and repair the common elements.

B4 The repair and maintenance of apartment interiors is the responsibility of the individual owners. The cost of repair and maintenance of elements in a common area wall, which serves that unit only, such as plumbing, electrical, and air conditioning lines, will be assessed to the owner, even if those elements are in a wall other than the wall of the apartment. Every apartment owner is required, at the owners expense, to substantially repair, maintain, amend, and keep his or her apartment, including without limitation, all internal installations therein such as water, electricity, gas, telephone, sewer, sanitation, air conditioning, lights, and all other fixtures and accessories belonging to such apartment, or serving only that apartment, and the interior decorated or finished surfaces of all walls, floors, and ceilings of such apartment, and all glass walls, doors, and windows, with all necessary reparations and amendments whatsoever, in good order and condition, except as otherwise provided by law or the Declaration, and shall be liable for all loss or damage whatsoever caused by his failure to perform any such work diligently. In case of such failure after reasonable notice to perform such work, the owner shall reimburse to the Association, on demand, all expenses incurred by it in performing any such work authorized by the Board of Directors.

B5 Corridor doors to apartments shall be kept closed at all times except when in actual use for ingress and egress. No signage, nameplate, or decoration, may be placed on or around the outer face of the door, except doorknockers and doorbells. The original design and appearance of the outer face of the door may not be altered, except by prior written approval of the Board of Directors. Tasteful seasonal displays may be permitted, if they do not interfere with the common elements, and are promptly removed at the end of the season.

B6 No awning, shade, blind, window guard, or antennae shall be attached to or hung from the exterior of the building or lanai, or allowed to protrude through the walls, window, or roof. No notice, advertisement, bill, poster, illuminated sign, or other graphic, shall be inscribed or posted on or about the complex, unless first approved in writing by the Board of Directors.

B7 The Resident Manager shall be allowed access to any unit where there is reason to suspect the presence of vermin, insects, or other pests, or when responding to a complaint regarding the presence of such pests. It is the responsibility of residents to maintain their apartments in a clean and sanitary condition, so as not to interfere with the right of others to use and enjoy Harbor Square.

B8 All radio, television, or other electrical equipment of any kind or nature that is installed or used in each apartment unit shall fully comply with all rules, regulations, requirements or recommendations of the public authorities having jurisdiction. The apartment owner(s) shall be responsible for any damage or injury caused by any such equipment, and shall indemnify and hold the Association and its directors and employees harmless for any claims related thereto.

B9 Residential apartments shall be used only for residential purposes. However, a full-time residential occupant may use a portion of the apartment for a secondary office purpose, provided that such use does not impair the residential use and enjoyment of that portion of the building by others. The residential apartments shall not be used primarily for office purposes.

B10 The governing documents and applicable ordinances prohibit Town Tower residents from installing and/or using washing machines inside their apartments.

B11 Household garbage is to be bagged before disposal down the trash chute. Large boxes, heavy items and items that are too bulky to easily drop down the chute are to be placed on the floor or shelves for later staff removal. Explosive or hazardous material may not be disposed of down the trash chute. No hazardous material(s) as defined by state or federal law, shall be brought onto the property, stored therein, or disposed of at Harbor Square, except labeled household products which must be stored and disposed of in accordance with state and federal law.

B12 All drapery, or other window and door cover which face toward the exterior of the buildings, shall be neutral white in color, and maintained in good repair, to enhance the outward appearance of Harbor Square.

B13 Window tint shall have a light gray color, approved in advance, in writing, by the Board of Directors. Such tinting must be replaced if damaged or deteriorated.

B14 Residents shall not stack furniture against nor hang bed sheets or blankets on the windows and glass doors of apartments, where such arrangements will be visible from any public street or any other apartment.

B15 Nothing shall be thrown or dropped from windows or lanais, including, without limitation, lit cigarettes, matches, or cigarette butts. The throwing of firecrackers from windows or lanais, and explosion of any fireworks anywhere on the premises, including within any apartment, is prohibited. Violators will be subject to an automatic fine of \$500 and may result in a demand to the owner for eviction and/or police action. If the recipient of such fine believes that the fine is unfair, he or she may appeal it at the next regularly scheduled meeting of the Board of Directors.

Section C - Apartment Repairs

C1 No apartment owner or occupant shall do any work that could jeopardize the soundness or safety of the property, reduce the value thereof, or impair any easement, as reasonably determined by the Board. No apartment owner or occupant shall overload or impair the floor, wall, or ceiling of the apartment, or cause any increase in the ordinary premium rates, or cancellation or invalidation of any insurance maintained by or for the Association.

C2 Apartment owners are required to submit plans for major apartment renovation or repair to the Resident Manager for review, and be granted written approval prior to the work by the Board of Directors, as may be necessarily consistent with the Declaration, the By-Laws, and the Condominium Property Act. The approval will become a permanent part of the Resident Manager's records.

C3 The approval of the Board of Directors is required to replace original flooring in an apartment with hard surface flooring, pursuant to Chapter 514B, Hawaii Revised Statutes, and the governing documents of Harbor Square. Owners are required to strictly comply with the following conditions.

a. Definitions: As used herein:

1. Hard surface flooring shall include, but not be limited to, marble, slate, stone, ceramic tile, parquet, hardwood, linoleum or vinyl. Essentially it includes any flooring, except carpet with a pad.

2. UBC shall mean the Uniform Building Code

3. HUD shall mean Department of Housing and Urban Development

4. STC is sound transmission class and a single-number rating of the airborne sound transmission performance for a partition (wall or floor/ceiling) tested over a standard frequency range. The higher the STC, the more efficient the floor is for reducing sound transmission between spaces. For entry level or affordable housing, a rating of 45 is acceptable; however a minimum for high-end luxury housing is 55.

5. IIC is Impact Insulation Class and represents impact isolation effectiveness for a floor construction. The UBC requires a minimum IIC rating of 50 (as determined in an acoustical laboratory for floors in multi-family dwellings) Recommended IIC values for luxury units are 58 in the laboratory and 55 if field tested (FIIC).

b. Installation of hard surface flooring in areas where the developer had originally installed carpeting.

Installation of hard surface flooring in areas of the apartment where the developer originally installed carpeting must meet the following minimum standards used by acoustical engineers based on the standards **for Mid Level Units** originally adopted by the Department of Housing and Urban Development and shown below:

Grade or Class	Minimum STC		Minimum IIC	
	STC (lab)	ASTC (field)	IIC (lab)	FIIC (field)
Mid-Level	55	50	55	50

In those areas where the developer originally installed carpeting with pad, owners shall submit plans of the proposed modifications to the flooring together with a written report from an independent testing laboratory or an independent acoustical engineer that the proposed floor installation will meet these standards. The field tests are essential.

c. Installation of hard surface flooring in areas where the developer had not originally installed carpeting

In those areas where the developer did not install carpeting but originally installed hard surface flooring (e.g. linoleum or vinyl), owners shall submit plans of the proposed modification together with a report from an independent testing laboratory or an independent acoustical engineer or consultant that show the results of the impact sound insulation test of the proposed floor finish on the slab. The report must show that a test was conducted in accordance with standard tests used in the industry as described above. Owners are permitted to install different hard surface flooring only if the Board receives a written report by an acoustical engineer or other expert the Board considers acceptable that the proposed new flooring will not exceed the impact sound transmission of the old flooring.

d. Generally As provided by law and by the governing documents, the Board of Directors can impose other or different conditions as it may believe are reasonable or appropriate in connection with the installation. For example, the Board may require owners to execute an agreement in recordable form whereby the owner agrees to indemnify the Association, its directors, officers, agents and members from any claims whatsoever related to the installation. The Board may also require other independent expert advice.

C4 Renovation and repairs can only be made between the hours of 8 AM and 4 PM, Monday through Saturday.

C5 Construction materials that could cause dust, debris or markings of any kind, must be enclosed in plastic or other comparable material when being transported through common elements. Any spills or markings that do occur must be removed immediately. The Resident Manager must be notified, and the affected areas cleaned, repaired, and restored to the original condition at the apartment owner's expense.

C6 No television cable, water or sewer pipes, telephone or electrical lines, inside a wall, shall be removed, added or relocated except in accordance with the plans first approved by the Board of Directors.

C7 The Board may require that any item designated by the Association as a high risk component be (1) inspected at regular intervals and/or upon replacement or repair by the Association or its designee, (2) be replaced or repaired at specified intervals whether or not the component is deteriorated or defective; and (3) be replaced or repaired to standards or specifications established by the Board, including additional components or installations specified by the Board, and using contractors with specific licensing, training, or certification required by the Board.

C8 The Apartment Owner shall be responsible to ensure that the appropriate permits are obtained as required by any governmental agency for any work done at Harbor Square. The Apartment Owner shall use licensed contractors as required by law (for example, electrical and plumbing work require a licensed contractor) and shall ensure that the contractor, and any subcontractor, coming onto the site carry adequate insurance to protect the Association from liability as determined by the Board.

C9 None of the provisions of the Harbor Square documents are intended to be in contravention of the State or Federal Fair Housing Act. The Board will at all times comply with the provisions of those Acts, when acting upon requests by disabled persons covered by those Acts, to make reasonable modifications, at their cost, to apartments and/or to the common elements of Harbor Square, if the proposed modifications are necessary for their full enjoyment of Harbor Square. The Board will also comply with the provisions of those Acts, when acting upon requests by such disabled persons, for exemptions from any of the provisions of the Harbor Square documents which would interfere with said persons' equal opportunity to use and/or enjoyment of their apartments and/or the common elements of Harbor Square.

Section D - Lanais

D1 Lanais can only be furnished with what is generally considered to be lanai furniture. Lanais may not be used as a storage area for any purpose, including but not limited to sports and play equipment, bicycles, surfboards, exercise equipment, cartons, coolers, mops, brooms, or any other item, except as otherwise provided herein or approved by the Board of Directors.

D2 No addition or alteration to the original lanai design, which is visible from any surrounding unit, is permitted.

D3 Electric or propane barbecue equipment is permitted on the lanais, and in the recreation area only. No charcoal or wood fires are permitted anywhere at Harbor Square.

D4 Pots with plants may be placed on lanais, provided they are large enough to be prevented from falling through the lanai rail or off the edge. Excess water must be contained so as not to drip on lower lanais. Dead plants and other potential fire hazards must be removed.

D5 Sweeping or mopping of lanais shall be done so as not to create a nuisance to persons residing in adjacent or lower apartments. Nothing shall be thrown or swept from the apartment or lanai onto any other part of the building or premises.

D6 Hanging clothes or drying laundry on the lanai is prohibited.

D7 Feeding of wild or feral birds on the lanais is prohibited.

D8 Windbreaks, decorative wraps, and other items may not be attached to the lanai railing. During holiday seasons, appropriate decorations may be displayed on lanais and lanai rails for a reasonable period of time, provided that no portion of any decoration extends outward from the edge of the lanai, and that the decorations are firmly secured and do not affect the structural integrity of the lanai railings during windy conditions.

D9 Owners must consult with the Resident Manager before installing tile on lanais. Any floor coverings installed by an owner may be removed at the owner's expense if it interferes with the ability of the Association to maintain the building, and/or in the event it is necessary for the Association to obtain access to the unfinished surfaces to perform its obligations.

D10 Residents must remove all plants, pots, furniture, and other non-attached personal property from their lanai during any period of hurricane watch or alert or other high winds.

Section E - Pool Area

E1 There is no lifeguard on duty at the pool. All persons using the pool do so at their own risk. Non-swimmers must exercise extreme caution when in the pool area and should be accompanied by a responsible resident or guest who is a capable swimmer.

E2 The pool and gated area enclosed by fence is for the exclusive use of residents and their guests between the hours of 7 AM and 9 PM. No more than four non-resident guests per apartment shall use the pool area at any one time except by permission of the Resident Manager.

E3 All residents and guests should adhere to the "Regulations For Use of Public Pools", posted adjacent to the swimming pool.

E4 All swimmers must shower before entering the water. A bather leaving the pool to use the toilet shall take a second cleansing shower before returning to the swimming pool. Swimmers are to dry off before leaving the pool area.

E5 Any person having an infectious or communicable disease shall be excluded from the swimming pool. All persons suffering from cough, cold, sores, or wearing bandages, shall be excluded from bathing in the pool. Spitting, spouting water, or blowing the nose in the swimming pool is prohibited. Persons who are incontinent or not toilet trained shall not use the pool.

E6 Scuba equipment, inner tubes, and other inappropriate equipment are not allowed in the pool. This provision does not prevent use of flotation devices for disabled persons.

E7 Pool users must wear swimsuits. Cutoff jeans, tee shirts, and the like are prohibited in the water.

E8 Diving, horseplay, running, loud music, or boisterous conduct, is not permitted in the pool area.

E9 No food or drink, except non alcoholic beverages in plastic containers, is allowed in the pool area.

E10 Tampering with pool safety equipment is prohibited.

E11 The swimming pool shall be immediately closed for cleaning in the event of an accidental fecal or vomitus discharge. All bathers shall be ordered to leave the swimming pool until such substances are removed.

Section F - Seventh Floor Recreation Deck

F1 The recreation deck and its facilities are available to residents between the hours of 7 AM and 9 PM.

F2 Requests for reservation of the recreation deck for group functions of more than twelve people must be made in advance to the Resident Manager. Reservations will be on a "first come-first served basis." A \$100 refundable deposit, made by the host resident of Harbor Square, is required.

F3 Requests for reservation of the recreation deck for group functions of more than twenty-five people must be made in writing to the Board of Directors. A \$200 refundable deposit, made by the host resident of Harbor Square, is required.

F4 If, in the opinion of the Resident Manager, the group function has become unruly, or is causing an unreasonable disturbance to other residents, then the function will be stopped, and the deposit may be forfeited. If cleanup or repair is required as a result of the group function, the Association expense will be taken from the deposit, and the owner of the subject apartment will be liable for any additional costs.

F5 Reservation of the deck does not entitle a group to exclusive use, and other residents may use the facility in a normal manner.

F6 Features of the deck or pool area, such as barbeque grills and benches, are on a first come first served basis, and may not be reserved for exclusive use.

Section G - Harbor Tower Residential Parking

G1 All motor vehicles including, without limitation, cars, trucks, mopeds motorcycles, and bicycles, using the residential parking area, must be registered with the Resident Manager, either by Harbor Square decal or license plate.

G2 All motor vehicles parked in the garage must be in operating condition with current registration, license and safety sticker.

G3 The Association shall not be liable for fire, theft, or any other damage of motor vehicles or bicycles using the parking facilities, or any area designated for bicycle storage.

G4 Vehicles shall be parked within the stall lines, and shall not impede ready access by other vehicles to adjacent stalls or exits from the building. Only one automobile shall be parked in any stall. Additional mopeds or motorcycles may be parked within the confines of the stall so long as they do not impede access.

G5 Vehicles shall not exceed five miles per hour while inside the parking structure. The use of headlights while driving in the structure is strongly recommended.

G6 No items, except bicycles, shall be stored in the parking stall.

G7 Motor vehicle repair is not permitted on the property, except minor emergency repairs necessary to move the vehicle from the garage.

G8 Residents are responsible for the cleanliness of their respective parking spaces, including removal of any oil or other fluids discharged from a parked vehicle. Washing down spaces with a hose is not permitted. In the event a citation is issued under this rule, and the space is not cleaned within five (5) calendar days, Association staff will perform the clean-up service and charge the owner of the apartment with the right to use the stall or the stall user a minimum of \$30. Failure to clean the stall within five (5) calendar days will be deemed a violation subject to the rule entitled "Enforcement of Rules and Fines". Fluids or other items creating a risk of slips and falls shall be cleaned immediately.

G9 Leaking vehicles must use a metal drip pan. Materials such as cardboard or absorbent material subject to scattering may not be used as a substitute for the metal drip pan.

G10 Washing vehicles in the garage is not permitted.

Section H - Security Keys

H1 Key fobs are the property of the Association.

H2 Two keys fobs were issued to each apartment owner or their agent free of charge. No free key fobs will be issued to non-owner occupants of a residential apartment.

H3 Two additional key fobs are available to the apartment owner, their agent, and registered tenants, on payment of a deposit of twenty-five dollars (\$25) per fob. This deposit is refundable to the owner. Registered tenants may not, however, receive extra key fobs if the apartment owner or agent has previously left written instructions with the Resident Manager to the contrary.

H4 Unless otherwise approved by the Board of Directors, there is a limit of four key fobs per apartment. The owner is responsible for all fobs.

H5 In the event of key fob loss, the Association may issue a replacement at a cost of fifty dollars (\$50), twenty-five dollars (\$25) of which is a deposit refundable to the apartment owner.

Section I - Enforcement of Rules and Fines

I1 The Resident Manager has authority to maintain compliance with these House Rules.

I2 Enforcement of rules and fines may be grounds for legal action to recover sums due, for damages or injunction relief, or both. The Board shall have available all remedies of the Association including, but not limited to, fining and filing suit as may be necessary or appropriate under the circumstances. Fining is not an exclusive remedy. Appeals of fines should be referred to the Board of Directors.

First Notice

A written citation given or sent to the violator with a copy to the owner, as applicable, provided, however, serious infractions (violations which, for example, threaten person or property) shall be the basis for immediate action without any requirement of prior notice.

Second Notice

A written citation given or sent to the violator with a copy to the owner, as applicable, and a \$100 fine assessed against the owner. If the owner wants to appeal the imposition of the fine, he or she shall notify the Board in writing and may appear at the next regularly scheduled Board meeting.

Third Notice

A written citation given or sent to the violator with a copy to the owner, as applicable, and a \$300 fine assessed against the owner.

Subsequent Notice

Referral by the Board of Directors to the Association attorney for appropriate action.