

## PACIFICA HONOLULU

### AMENDED AND RESTATED HOUSE RULES

The original House Rules dated September 26, 2008, are hereby amended and restated in their entirety and are duly adopted by OliverMcMillan Pacifica, LLC (the "**Developer**") acting by and on behalf of the Board of Directors (the "**Board**") of the Association of Unit Owners of Pacifica Honolulu (the "**Association**") in accordance with Section 6.1(f) of the By-Laws of the Association of Unit Owners of Pacifica Honolulu filed in the Office of the Assistant Registrar of the Land Court of the State of Hawaii (the "**Land Court**") as Document No. 3793548 and recorded in the Bureau of Conveyances of the State of Hawaii as Document No. 2008-151497, as the same may be amended from time to time (the "**By-Laws**"). These House Rules are intended to promote harmonious living and maximize enjoyment of Pacifica Honolulu (the "**Project**") and to protect all occupants of the Project from annoyance or nuisance caused by improper or unreasonable conduct or use of the Units and common areas of the Project by Occupants (as such term is defined hereinbelow).

The responsibility for enforcement of these House Rules may be delegated to the Managing Agent or the Resident Manager for the Project (the "**Resident Manager**") by the Board. All Occupants shall strictly comply with these House Rules and the covenants, conditions, and restrictions set forth in the Declaration of Condominium Property Regime of Pacifica Honolulu filed in the Land Court as Document No. 3423056 and recorded in the Bureau of Conveyances of the State of Hawaii as Document No. 2006-081640, as the same may be amended from time to time (the "**Declaration**") and the By-Laws and shall be bound by standards of reasonable conduct whether or not expressly covered by these House Rules, the Declaration, or the By-Laws.

#### SECTION I. DEFINITIONS

1. The term "**Unit**" shall mean and include each residential, commercial, and industrial Unit located within the Project, as designated and described in the Declaration, unless otherwise specifically qualified herein.
2. The term "**Motor Vehicle**" shall mean and include any vehicle powered by engine or motor, including but not limited to automobiles, motorcycles, and motor scooters.
3. The term "**Premises**" shall mean the Pacifica Honolulu condominium project, including all of the buildings and Units therein, all of the land thereof, all common areas, and all other improvements, equipment, apparatus, fixtures, and articles placed or installed in or on the land and buildings.
4. The term "**Occupant**" or "**Occupants**" and any pronoun used in place thereof shall mean and include any owner of any residential Unit in the Project, members of the owner's family, and tenants, licensees, and invitees of said owner, any owner of any commercial Unit or industrial Unit in the Project and any tenants, employees, independent contractors, suppliers, and customers of said owner, and any other person who may in any manner use the Project.
5. The term "**Recreational Facilities**" shall include the fitness center, the party room, barbecue areas, swimming pool, and appurtenant deck and lawn areas located on Level 6 of the Tower/Platform (the "**Recreation Deck**") and any other Recreational area or facility within the Project available for use by Occupants.

#### SECTION II. THE UNITS

1. Each Occupant shall at all times keep his/her Unit in good order and condition and observe and perform all laws, ordinances, rules, and regulations applicable to the use of the Project and his/her Unit now or hereafter made by any governmental authority or the Board.

2. No Occupant shall make or suffer any strip or waste or unlawful, improper, or offensive use of his/her Unit.
3. No clothes, towels, garments, rugs, or other objects shall be hung on clotheslines or from walls, doorways, windows, or facades of the residential Units in such a manner as to be in view of persons outside the building. No shoes, flip-flops, slippers, sandals, dry cleaning, or other objects shall be allowed to remain in view at the front entrance of any residential Unit.
4. Lanais shall not be used for storage of sports and play equipment, surplus cartons, boxes, or any other belongings. Any furniture, plants, or other articles which, in the opinion of the Board, are unsightly, shall be removed from and kept off of the lanais upon request by the Board. Plants that protrude over the lanai railing or block the railing and view shall be prohibited.
5. No rugs, draperies, or other objects shall be dusted, beaten, or shaken from the windows or on or in the stairways, and hallways of the Project. Dust, rubbish or litter shall not be swept or thrown from any Unit into the hallways or any exterior part of the Project.
6. Nothing shall be allowed, done, or kept in any Unit or common area that would overload or impair the floors, walls, or roof of the Project, or cause any increase in the ordinary premium rates or the cancellation or invalidation of any insurance thereon maintained by or for the Association.

### SECTION III. COMMON AREAS

1. The limited common elements appurtenant to the commercial Units (if any) may be used for any commercial purposes or uses, which shall be deemed to include all non-residential uses permitted in a Mixed Use Commercial use district under the Mauka Area Rules established by the Hawaii Community Development Authority for the Kaka'ako Community Development District of the City and County of Honolulu, as amended from time to time, and as the same may be further limited and restricted by the provisions contained in the Declaration applicable to commercial Units. All other common areas of the Project shall be used only for their respective purposes for which they were intended as designed or as set forth in the Declaration.
2. No Occupant shall place, store, or maintain on walkways, roadways, grounds, hallways, or other common areas any furniture, packages, or objects of any kind or otherwise obstruct transit through such common areas.
3. Except as otherwise specifically provided in these House Rules, eating, drinking, or smoking is not permitted in any common area of the Project including, without limitation, lobbies, hallways, elevators, corridors, stairwells, waiting areas, and the parking garage, but excluding the limited common elements.
4. No recreational activities shall be permitted in any portion of the Project except in those areas expressly designated for such activities.
5. No Occupant shall make or suffer any strip or waste or unlawful, improper, or offensive use of the Project or alter or remove any furniture, furnishings, or equipment from the common areas.
6. When moving furniture or other large objects, Occupants must reserve a date and time with the Resident Manager, who will schedule the use of one of the elevators at such times and in such manner as will cause the least inconvenience and disruption to others. Moving hours are from 8:00 a.m. through 6:00 p.m. on Mondays through Saturdays. Notwithstanding the foregoing, during the initial move in and occupancy of the Project, the limitation on moving hours set forth herein may be waived or modified in the reasonable discretion of the Resident Manager, and the Board may establish other prudent and reasonable rules and conditions to govern the initial move in and occupancy of the Project.

7. Extensive repairs of a Motor Vehicle, boat, surfboard, or other equipment shall not be permitted on the Premises.
8. The Occupants of Commercial Units Nos. 1 and 2 shall keep their respective outdoor limited common element areas (if any, as identified in the Declaration and as shown on the Condominium Map for the Project) in strictly clean and sanitary condition and in a condition that is consistent with a first class commercial operation, and shall on a twice-weekly basis remove all trash from such outdoor limited common element areas and shall periodically power-wash such outdoor limited common element areas.

#### SECTION IV. REFUSE

1. No refuse, garbage, or trash of any kind shall be thrown, placed, or kept on any common areas of the Project outside of the disposal facilities provided for such purpose.
2. All garbage must be wrapped or bagged before being placed in the trash chute.

#### SECTION V. PARKING

1. Parking in areas of the Project not expressly designated for parking is prohibited.
2. All parking located in the parking structure is reserved for the use of the Occupants of the Units to which the parking stalls are appurtenant. No Occupant shall use any parking stalls located in the parking structure other than the parking stall(s) which are appurtenant to such Occupant's Unit, as designated in the Declaration, except as permitted under the Declaration or as permitted in writing by the Occupant of the Unit to which the subject parking stall(s) is/are appurtenant or as otherwise duly authorized by the Resident Manager.
3. No Motor Vehicles shall be parked in the driveways, entrances, and exits of the Project and in any areas marked with red paint; provided that Occupants of residential Units may park in the loading stall area(s) located on Level 1 and Level 1A of the Podium for a period not to exceed 20 minutes for the purpose of loading and unloading.
4. Motor Vehicles should be centered in parking spaces so as to prevent crowding of adjacent spaces and/or blocking of passages. No Motor Vehicle shall be parked so that any portion thereof shall protrude from the parking stall.
5. All persons shall exercise due caution in parking, loading, or unloading within the parking areas to avoid damage to other Motor Vehicles or property and injury to other persons.
6. The parking areas shall not be used for playing or loitering.
7. Violators of the parking regulations set forth in this Section V may have their vehicles towed away at their own expense; provided that Occupants shall be responsible for authorizing the towing of unauthorized vehicles from such Occupants' assigned parking stalls, and must sign all required authorizations for the towing of vehicles from such assigned parking stalls. If the violator is a licensee or invitee of an Occupant of a residential Unit (a "**Guest**"), the Occupant shall be held responsible for payment of any fines or related charges not paid by the violator.
8. Guest parking stalls in the Project are for the use of Guests only between the hours of 7:00 a.m. and 1:00 a.m. Each Guest vehicle is permitted to park in a guest parking stall for a maximum of six (6) hours between the hours of 7:00 a.m. and 1:00 a.m. daily. Notwithstanding the foregoing, a Guest of an Occupant may park a vehicle in a guest parking stall between the hours of 1:00 a.m. and 7:00 a.m. provided that the Occupant obtains from the Resident Manager an overnight parking pass for such

Guest. Guests must register by filling in information required on the sign-in sheet located inside the main Lobby of the Project.

9. No personal property other than Motor Vehicles shall be stored in or on the limited common element parking stalls appurtenant to any residential Unit.
10. Occupants shall be responsible for maintaining their respective parking stalls in a clean condition, free from oil drips or other discharge from their vehicles. From time to time and upon giving prior written notice and opportunity to cure, the Association may (a) clean any parking stall in the parking garage and (b) assess the owner or tenant of the Unit to which the parking stall is appurtenant a fee of up to \$50 for such cleaning.
11. Occupants of residential Units shall register their vehicles with the office of the Resident Manager.

#### SECTION VI. PETS

1. No livestock, poultry, or other animals whatsoever shall be allowed or kept in any part of the Project, except that dogs, cats, or other typical household pets ("**pet**"), such as a guinea pig, a rabbit, fishes, or birds may be kept by Occupants in their respective Units subject to the conditions and restrictions contained herein, but shall not be kept, bred, or used therein for any commercial purpose.
  - (A) Except for fish, no more than two (2) pets shall be allowed per Unit.
  - (B) No pet may exceed thirty-five (35) lbs. in weight. No infant or juvenile pet of a type or breed which, when fully grown, is likely to exceed thirty-five (35) lbs. in weight, may be kept in the Project.
  - (C) No animal described as pests under H.R.S. §150A-2 or prohibited from importation under H.R.S. §141-2, §150A-5, or §150A-6, may be kept in the Project.
  - (D) Every Occupant keeping a pet or pets shall register each pet with the Resident Manager, who shall maintain a register of all pets kept in the Project.
2. Notwithstanding any provision to the contrary contained herein, certified guide dogs and signal dogs (as identified below) and other such animals specially trained to provide those life activities limited by a person's disability (hereinafter collectively referred to as "**service animals**") shall be permitted at the Project subject to the following restrictions:
  - (A) Such service animals shall not be kept, bred, or used at the Project for any commercial purpose;
  - (B) Such service animals shall be permitted on the common elements (including but not limited to the recreation areas) provided the service animal is on a leash.
3. Any pet or service animal causing a nuisance or unreasonable disturbance to any Occupant, or that is involved in contact with any Occupant or other pet in which injury occurs, shall be permanently removed from the Project promptly upon notice given by the Board or the Resident Manager; provided, however, that any such notice given with respect to a service animal shall provide that before such service animal must be removed, its owner shall have a reasonable time to acquire a replacement service animal unless the Board determines that such service animal poses an imminent serious threat of physical harm to other Occupants. A tenant of a Unit owner must obtain the written consent of the Unit owner to keep a pet or pets in the Unit. Notwithstanding such consent, a tenant may keep only those types of pets which may be kept by a Unit owner. Any Occupant who keeps a pet or pets pursuant to these House Rules may, upon the death of the animal, replace the animal with another and continue to do so for as long as the Occupant continues to reside in the Unit or another Unit in the

Project subject to these same House Rules. The Board may from time to time promulgate such rules and regulations regarding the continued keeping of pets and service animals as the circumstances may require or the Board may deem advisable.

4. The term "**guide dog**" shall mean "any dog individually trained by a licensed guide dog trainer for guiding a blind person by means of a harness attached to the dog and rigid handle grasped by the person" as defined in H.R.S. §515-3(8), as the same may be amended from time to time in the future.
5. The term "**signal dog**" shall mean "any dog trained to alert a deaf person to intruders or sounds," as defined in H.R.S. §515-3(8), as the same may be amended from time to time in the future.
6. Each owner of a pet and the owner of the Unit in which such pet is kept shall indemnify and hold the Association and the Board harmless from and against any and all claims, liabilities, or damages arising out of the presence of such pet in the Unit and the Project.
7. Except when in transit, pets (other than service animals) shall not be allowed on any common area, except for specified areas of the common areas as may be expressly designated by the Board from time to time. Any pet (other than a service animal) in transit through the common areas must be carried whenever practicable or on a leash which keeps the pet within three feet (3') of its handler's feet. Pets shall not be allowed to come into contact with persons other than the handlers thereof, except as permitted by such other persons.
8. Any damage to the Project caused by a pet shall be the full responsibility of the owner of the pet and the owner of the Unit in which the pet is kept and the costs of repair or replacement shall be specially assessed to such person(s).
9. Owners of pets shall be responsible for immediately picking up and cleaning up after their pets. Pet waste and trash (sand, litter paper, etc.) shall be wrapped with extra care.
10. Owners of dogs shall be assessed a special annual fee of \$50.00 per dog to defray the additional costs incurred by the Association in properly cleaning and maintaining the common elements of the Project on which dogs are allowed.

#### SECTION VII. NOISE

1. Occupants shall exercise care in the use of musical instruments, radios, televisions, stereos, amplifiers, etc. that may disturb other Occupants.
2. Occupants of residential Units are prohibited from performing construction activity within their respective Units except during the following hours: Monday through Saturday: 8:00 a.m. through 5:00 p.m.
3. Occupants of residential Units shall maintain quiet between 10:00 p.m. and 7:00 a.m. on weekdays (Sunday through Thursday nights) and midnight to 8:00 a.m. on weekends (Friday and Saturday nights).
4. Occupants of commercial Units shall maintain quiet between 12:00 a.m. and 6:00 a.m.

#### SECTION VIII. BUILDING MODIFICATIONS

1. No structural changes of any type by an Occupant shall be permitted within the common areas except as permitted by, and in accordance with, the provisions of the Declaration and By-Laws.
2. Except as otherwise provided in the Declaration, Bylaws or these House Rules, no signs, posters, signals, or lettering shall be inscribed or exposed on any part of the residential Units or common

elements appurtenant thereto nor shall anything be projected out of any window or door or off any lanai of any residential Unit, without the prior approval of the Board.

3. No Occupant shall, without the prior written approval of the Board, install any wiring for electrical or telephone installations, television antennae, machines, air conditioning units, other equipment, or appurtenances whatsoever on the exterior of the Project or protruding through the walls, windows, or roof of the Project; provided, however, that antennae covered by the FCC Antenna Rule (47 C.F.R. Part 1, Subpart S, §1.400 et seq.) may be installed in accordance with the Antenna Installation Policy adopted by the Board.
4. No Occupant of a residential Unit shall decorate the entry door of his/her Unit or any common element of the Project except in accordance with such standards and/or guidelines as may be established by the Board from time to time.
5. The Occupant of a residential Unit may install one additional deadbolt on the entry door to such Occupant's Unit, provided that such deadbolt and the installation thereof shall be in accordance with specifications adopted by the Board from time to time.

#### **SECTION IX. INTERIOR UNIT MODIFICATIONS / CONSTRUCTION WORK**

1. **Interior Unit Modifications.** No alterations, modification or changes to a Unit shall be made or permitted by an Occupant except as permitted by, and in accordance with, the provisions of the Declaration and By-Laws.
2. Construction activity related to interior alterations, modifications or changes to any residential Unit shall be allowed only on Monday through Saturday (excluding state and/or federal holidays) between the hours of 8:00 a.m. to 5:00 p.m.
3. **Deposit for Interior Construction Work.** A cleaning/damage deposit of \$500 shall be required from the Occupant for any interior alterations, modifications or changes to any residential Unit involving the use of contractors or laborers to perform such work. Charges may be made against the deposit for cleaning by Association staff and for the invoiced amount of any repairs necessitated to the common elements for damage caused by such contractors or laborers. If those charges exceed the amount of the deposit, the Occupant will be billed for and shall pay the excess. If not fully used the deposit or any portion thereof remaining at the end of the construction will be returned to the Occupant.
4. **Construction Parking.** Due to the lack of available on-site parking, all contractors or laborers engaged in the construction of the interior improvements to a Unit are to be notified that off-site parking will be required unless such contractor arranges through the Resident Manager for on-site parking in certain designated stalls or areas. If on-site parking is provided and any contractors, their workers or subcontractors park in stalls or areas which were not specifically cleared through the Resident Manager, such vehicles shall be subject to being towed at the expense of such contractor, worker or subcontractor.
5. **Common Area Cleanup.** It shall be a requirement of the work that all hallways and other common areas of the Project are cleaned of construction debris and other rubbish on a daily basis by any person or persons working on a residential Unit. No accumulation of trash or other debris from the construction activity within a residential Unit shall be allowed or permitted to remain in the hallways or other common areas of the Project.
6. **Trash Removal.** The use of any of the trash chutes of the Project, containers or receptacles for disposal of construction trash or debris is strictly prohibited. The owner and/or contractor shall arrange for removal of all such construction debris and other trash from the Premises without use of the Project's trash chutes, containers or receptacles. If this rule is violated, the Association reserves the right to charge the owner for the cost of removal of any such construction trash or debris and/or to bar

the offending contractor from entering onto the Project until satisfactory arrangements are made to remove such construction trash and debris and reasonable assurances provided to the Association that such violation will not re-occur.

7. Use of Specified Elevator Only. The contractor and all laborers engaged in the construction of the interior improvements to a Unit are to be notified by the owner that they may only use the elevator specifically set aside for use by contractors and laborers and that use of any other elevator in the Project is prohibited for these purposes. If the contractor and/or laborers use any other elevator, the owner shall be responsible for any and all damages and/or clean-up costs which may be caused or incurred by the Association as result of such improper use, and the Association and/or Resident Manager shall have the right to bar the offending contractor from entering onto the Project until satisfactory arrangements are made to remove such construction trash and debris and reasonable assurances provided to the Association that such violation will not re-occur.

#### SECTION X. GENERAL

1. No Occupant shall use or permit to be brought into or stored in the building or common areas, including, without limitation, the storage rooms and storage lockers located in the parking structure, any inflammable or combustible substances such as gasoline (except in the case of the commercial Units), kerosene, gunpowder, fireworks, or other explosives or anything deemed highly dangerous or hazardous to life, limb, or property.
2. Unit owners shall observe and adhere to these House Rules and ensure that all Occupants adhere to these House Rules. Residential Unit owners are responsible at all times for the reasonable conduct and decorum of their family members, tenants, guests, licensees, and invitees on the Premises and commercial Unit owners are responsible at all times for the conduct of their tenants, employees, independent contractors, suppliers, and customers while on the Project Premises.
3. Damage to the buildings or common areas by any Occupant of a Unit shall be the responsibility of the Occupant and owner of such Unit and such damage shall be repaired at the expense of the Occupant and owner responsible.
4. Waterbeds of any nature are prohibited in the Project.
5. Feeding of non-captive birds or of any animals on any common area is prohibited.
6. Climbing of walls, trees, fences and other common elements other than the Recreational Facilities expressly designed for climbing is prohibited.
7. Use of fireworks of any kind anywhere on the Project site is prohibited.
8. Open cooking on the common areas except in the designated barbeque areas on the recreation deck is prohibited.

#### SECTION XI. RECREATIONAL FACILITIES

1. The swimming pool, barbecue areas, play area, and recreation deck area may be used between the hours of 6:00 a.m. and 10:00 p.m. daily.
2. Swimming is permitted only in appropriate bathing attire. No nude sunbathing is permitted.
3. There will be no lifeguard at the pool. Therefore, anyone using the swimming pool does so at their own risk and is fully responsible for his/her own safety. Parents are responsible for their children's safety at the swimming pool, fitness center, barbeque areas and all other Recreational Facilities and common areas.

4. Showering before entering the swimming pool is required. The shower for the swimming pool is located on the recreation deck area. All suntan oil, dirt, and other such materials must be removed before entering the swimming pool. Persons having open sores or wounds or communicable diseases are not allowed in the swimming pool. Spitting, urinating, and blowing one's nose in the swimming pool are strictly prohibited. Running, jumping off walls, and horseplay are not permitted in the swimming pool, fitness center, recreation deck, and adjacent areas. Splashing of water other than that accompanying normal swimming activity is not permitted.
5. No glass items of any kind, food, beverages (other than water in plastic containers or cups), toys, diving equipment, or similar items shall be permitted in the swimming pool, or fitness center. The introduction of sand, rock, or other foreign matter in the swimming pool is strictly prohibited and will result in immediate eviction therefrom.
6. The swimming pool, barbeque area, and open lawn areas on the recreation deck areas or designated areas thereof may be reserved for private parties upon written request to the Resident Manager. The decision to allow the reservation of such areas for private parties shall be subject to guidelines adopted by the Board from time to time and shall be implemented by the Resident Manager. The guidelines shall be for the purpose of reasonably regulating, restricting and/or limiting the use of these areas for private parties. For all functions involving more than six (6) persons, a reservation shall be required. A written request form is available in the Resident Manager's offices. The written request must be provided to the Resident Manager no less than three (3) working days, and no more than sixty (60) days prior to the scheduled function date. If the sponsoring Owner intends to serve or have available alcoholic beverages at such party, then in addition to any other guidelines adopted by the Board, the Owner must provide evidence of appropriate and adequate liability insurance coverage for such scheduled function, including liquor liability, naming the Association as an additional insured thereunder.
7. All persons shall comply with the requests of the Resident Manager with respect to matters of personal conduct in and about the swimming pool, fitness center, and recreation deck areas. The employees of the Resident Manager and/or security personnel are authorized to require any person using any of the Recreational Facilities to identify himself or herself by name and Unit number and, if a guest, to give the name and Unit number of the host Occupant and to confirm, if required, the physical presence of the Unit owner or resident acting as host.
8. No animals (except for service animals as defined above) are allowed in or around the swimming pool, fitness center, or open lawn areas on the recreation deck.
9. Intoxicated persons are not permitted to use the swimming pool, fitness center, barbecue areas, open lawn areas or any other portions of the recreational deck.
10. Swimmers must dry themselves before leaving the swimming pool area.
11. Occupants must ensure that family members and guests who are non-swimmers or weak swimmers are accompanied at all times in the swimming pool area by someone who can ensure their safety. In particular, a child under the age of 12 should be accompanied by an adult when using the swimming pool, unless the child is a competent swimmer. A child's parent or guardian shall be responsible for determining if the child is a competent swimmer.
12. Persons who are incontinent or not toilet-trained shall not use the swimming pool unless they wear pants which will prevent leaks. Appropriate pants are a swim diaper. A swim diaper is not a typical diaper. It is a tight-fitting nylon or latex alternative for a typical diaper. Typical disposable or cloth diapers are not permitted in the swimming pool.
13. All persons using any of the Recreational Facilities are required to exercise due care to preserve the functionality and appearance of said facilities. All trash and personal belongings must be removed



after use of any Recreational Facility. The chairs or umbrellas, if any, on the recreation deck should be returned to their original positions/locations to ensure a neat and orderly appearance. All Occupants acknowledge and agree that the Resident Manager may issue rules governing the use of the Recreational Facilities which are not inconsistent with these House Rules.

14. Eating, drinking of beverages (including alcoholic beverages in moderation), and picnicking shall be allowed only in the barbeque areas and designated open lawn areas on the recreation deck. The use of hibachis, barbeques grills, and other open-fire cooking equipment is strictly prohibited in all areas except the barbeque areas.
15. Anyone violating these rules may be asked by the Resident Manager or a security officer for the Project to leave the area.

#### SECTION XII. EXPENSES OF ENFORCEMENT

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

#### SECTION XIII. FINES

1. The violation of the Declaration, the By-Laws, or any of these House Rules by an Occupant shall give the Association, through the Board, the Managing Agent or the Resident Manager, the right, in addition to any other remedies, to levy a fine against the owner of the Unit of 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.
2. The fine for any violation shall be as follows:
  - (A) First offense -- a written citation with a copy of said citation being sent to the Unit owner if the offender is not the Unit owner.
  - (B) Second offense -- a written citation and \$50.00 fine, which will be assessed against the Unit owner.
  - (C) Third offense -- a written citation and \$100.00 fine, which will be assessed against the Unit owner.
  - (D) Fourth and subsequent offenses -- a written citation and \$150.00 fine for each occurrence, which will be assessed against the Unit owner.

If the violation is not corrected within thirty (30) days after the date of the written citation, the fine will be increased by ten dollars (\$10.00) per day from the thirtieth day until the violation is corrected or otherwise cured.

3. A fine will be imposed for any second and subsequent violation, even if that violation involves a different provision of the Declaration, By-Laws, House Rules or other governing document than did the first violation.
4. After twelve (12) months, a paid fine shall be removed from an Occupant's record and shall not be used in calculating subsequent violations.

5. The Managing Agent, the Resident Manager and their staff, as agents for the Board, are authorized to issue written citations and levy fines.
6. Appeal of Citations and Fines. The person penalized (herein called the "**offender**") may appeal from the fine or penalty imposed by the Board, the Managing Agent, or the Resident Manager as follows:
  - (A) Notice of Appeal. The offender may appeal such penalty within thirty (30) days after receiving notice thereof, by filing with the Secretary a written notice of appeal and 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.
  - (B) Time for Hearing Appeal. All appeals shall be heard at a meeting of the Board within ninety (90) days after the notice of appeal has been filed with the Secretary.
  - (C) Procedure. ~~The causes of the fine or penalty shall be reported~~ in writing by the Board, the Managing Agent or the Resident Manager 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 appellant at least ten (10) days before the meeting, at which time a copy thereof shall also be filed with the Secretary. 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 other 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 imposed. Thereafter, no further discussions, except among the Board itself, shall be allowed.
  - (D) Disposition of Appeal. 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.

#### SECTION XIV. USE RESTRICTED TO RESIDENTS: AMENDMENT OF HOUSE RULES

1. Except as stated in subsection (B) below, use of the common element recreational amenities and facilities of the Project, including but not limited to the swimming pool, fitness center, barbeque areas, play areas, and open lawn areas on the recreation deck shall be restricted to Occupants of the residential Units in the Project who are a resident of the Project (as defined below), and their guests.
  - (A) For purposes of this section, a "resident" means: (i) a residential Unit Owner who (x) is occupying his residential Unit at the Project as the Owner's residence, or (y) is not renting or leasing the residential Unit to a third-party; or (ii) a person who is occupying a residential Unit as the person's residence under a lease or rental agreement with the Unit Owner or with the permission of the Unit Owner.
  - (B) A Unit Owner of a residential Unit who is leasing or renting the Owner's residential Unit to a third party may only use common element recreational amenities and facilities of the Project if the Owner is accompanied by a resident of the Project.
2. Except to the extent expressly proscribed or limited by the Declaration, the By-Laws or these House Rules, the Board reserves the right to make such other rules or to amend these House Rules from time to time by action of the Board as it deems appropriate to promote the safety, care, and cleanliness of the Project and to ensure the comfort and convenience of all Occupants, so long as such rules are not inconsistent with any applicable laws, ordinances, codes, rules or regulations applicable to the Property and/or its management or operation.

**CERTIFICATE OF ADOPTION**

The Developer by and on behalf of the Board hereby adopts the foregoing as the Amended and Restated House Rules for Pacifica Honolulu, as of the 4<sup>th</sup> day of December, 2009.

**THE BOARD OF DIRECTORS OF THE ASSOCIATION OF UNIT OWNERS OF PACIFICA HONOLULU**

BY: OLIVERMcMILLAN PACIFICA, LLC,  
a Delaware limited liability company

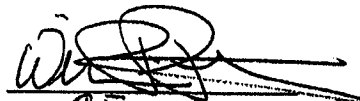
By: OMB Pacifica Investors, LLC,  
a Delaware limited liability company  
Its sole Member

By: OliverMcMillan Pacifica Group, LLC,  
a Delaware limited liability company,  
Its sole Manager

By

Name:

Title:

  
CFO