

## **WAIHONUA HOUSE RULES**

These House Rules have been duly adopted by the Board of Directors (the "**Board**") of the Association of Unit Owners of Waihonua (the "**Association**") in accordance with Section 7.7 of the Bylaws of the Association of Unit Owners of Waihonua dated October 26, 2011, filed in the Office of the Assistant Registrar of the Land Court of the State of Hawaii (the "**Land Court**") as Document No. 4106877, as the same may be amended from time to time (the "**Bylaws**"). These House Rules are intended to promote harmonious living and maximize enjoyment of the Waihonua condominium project, including all of the buildings and Units therein, all of the land thereof, all Common Elements, and all other improvements, equipment, apparatus, fixtures, and articles placed or installed in or on the land and buildings (the "**Project**") and to protect all occupants of the Project and to minimize annoyance or nuisance potentially caused by improper or unreasonable conduct or use of the Units and Common Elements of the Project by Occupants (as such term is defined in Section 1.3 below).

The responsibility for enforcement of these House Rules may be delegated by the Board to the Managing Agent or the general manager for the Project (the "**General Manager**") and/or the security/concierge staff employed by the Association under the supervision of the General Manager (individually, a "**Mālama Advisor**" and collectively, the "**Mālama Advisors**"). 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 Waihonua dated October 26, 2011, filed in the Land Court as Document No. 4106876, as the same may be amended from time to time (the "**Declaration**"), and the Bylaws, and shall be bound by standards of reasonable and courteous conduct whether or not expressly covered by these House Rules, the Declaration, or the Bylaws.

### **SECTION I. DEFINITIONS**

1. The term "**Unit**" shall mean and include each residential 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 "**Occupant**" or "**Occupants**" and any pronoun used in place thereof shall mean and include any owner of any Unit in the Project, members of the owner's family, and the lessees, tenants, licensees, and invitees of said owner.
4. The term "**Recreational Facilities**" shall include the Health/Fitness Room, including a multi-purpose room, a Yoga Room, and a Free Weights Room, and the Theatre located on Fifth Floor of the Tower, and the Club Room, barbecue areas, swimming pool, spa, outdoor shower, cabanas, and appurtenant deck and lawn areas located on the Sixth Floor of the Tower/Platform, and any other Recreational Facility available for use by Occupants within the Project.
5. The term "**Guest Suites**" shall mean the two (2) guest suites (Guest Suite 1 and Guest Suite 2) located on the Fifth Floor of the Tower. The guest suites are a joint amenity appurtenant to each and all of the residential Units within the building.
6. The term "**Lanai**" shall mean any lanai or balcony affixed or attached to a Unit.

### **SECTION II. THE UNITS**

1. Each Occupant shall register with the General Manager and provide emergency contact information, license plate number of motor vehicles to be parked in the parking garage, type and number of pets (if any) and other information as the General Manager may from time to time deem necessary and appropriate.

2. 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.
3. Each Unit shall be used for residential purposes, except that home office use by the Unit Owner which is allowed or permitted under the applicable zoning ordinance shall also be permitted.
4. No Occupant shall make or suffer any strip or waste or unlawful, improper, or offensive use of his/her Unit.
5. No clothes, towels, garments, rugs, or other objects shall be hung on clotheslines or from the lanai railings or 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.
6. Lanais shall not be used for storage in any manner, including without limitation, 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.
7. Lanai furniture shall be appropriate in terms of appearance, sturdiness and weight for the occasionally windy environment surrounding the Building, and in the event of severe weather, including wind, the Owner shall assure that any lanai furniture is appropriately secure and/or shall bring the lanai furniture into the Unit until the severe weather condition has passed. The General Manager shall have the discretion to issue and post from time to time a warning of severe weather conditions, including wind, and to require that all Owners who have furniture, plants, or other items on their respective lanais are to bring such furniture, plants or other items into their Units until such severe weather condition has passed.
8. In watering plants on the lanai, or otherwise cleaning the lanai the Owner shall at all times use extreme care and caution to avoid any water washing or dripping over the lanai edge to the lanai(s) below.
9. No rugs, draperies, or other objects shall be dusted, beaten, or shaken from the windows or on the lanais, stairways, and hallways of the Project. When watering lanai plants or cleaning the lanai, the Occupant shall not cause or otherwise allow water to drain out of the weep hole of the lanai. Dust, rubbish or litter shall not be swept or thrown from any Unit into the hallways or any exterior part of the Project.
10. Nothing shall be allowed, done, or kept in any Unit or common area that would overload or impair the window wall, frame and system, 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.
11. Occupants who rent or lease their Units shall designate a local agent to represent them if their primary residence is outside the State of Hawaii or if they will be absent from the State for more than thirty (30) days. The Occupants will file with the General Manager their out-of-town address and telephone number, and the address and telephone number of their local agent.
12. Draperies, curtains, shades or any other window coverings which are visible from the exterior of the building are not permitted to show any color other than light earth tone shades. Window coverings must be maintained in good condition and repair at all times.

### SECTION III. COMMON ELEMENTS

1. All Common Elements 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. Appropriate attire and footwear must be worn in the Common Elements of the Project.
2. The rooftop, mechanical and electrical rooms are strictly prohibited to all Occupants.
3. No Occupant shall place, store, or maintain on walkways, roadways, grounds, or other Common Elements any furniture, packages, or objects of any kind or otherwise obstruct transit through such Common Elements.
4. 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.
5. Waihonua is intended to be a smoke free Project. The smoking of tobacco (cigarettes or cigars) on Limited Common Element lanais and in or on the Common Elements of the Project is declared to be a nuisance and is strictly prohibited. Smoking within an Occupant's Unit is permitted but only if the Occupant takes reasonable steps to prevent smoke from infiltrating the Common Elements of the Project and other units in the Project. This includes excessive seepage out of windows or doors and penetrating neighboring units through air conditioner in-takes.
6. No recreational activities shall be permitted in any portion of the Project except in the Recreational Facilities for their intended use, or any other Common Elements of the Project which may be expressly designated for such recreational activities.
7. 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, fixtures, or equipment from the Common Elements.
8. When moving furniture or other large objects, including construction materials related to interior Unit alterations or repairs, Occupants must reserve a date and time with the General Manager, who will schedule the use of one of the loading zone stalls and one of the elevators at such times and in such manner as will cause the least inconvenience and disruption to others. Moving hours are between the hours of 8:00 a.m. through 4:30 p.m. on Mondays through Saturdays.
9. Repairs of a Motor Vehicle, boat, surfboard, or other equipment shall not be permitted on the Common Elements of the Project, including any Limited Common Element parking stall.
10. Occupants shall not place signs, in or on Unit or any Common Element of the Project except as may be approved by the Board.
11. No solicitation allowed, including door to door, anywhere in the Project. Please report violators immediately to the General Manager.
12. The Guest Suites are an amenity of the Project and shall at all times be maintained and kept in good order and condition by the Association as a common expense and the use of such Guest Suites by the Occupants of the Units in the Project and their registered guest(s) shall be regulated and controlled by a separate set of rules, procedures, and requirements which may be adopted from time to time by the Board, including without limitation, restrictions and limitations on the manner and means of reserving the use of a Guest Suite and the payment of a cleaning fee in connection with any such use by an Occupant and such Occupant's registered guests.

#### SECTION IV. REFUSE

1. No refuse, garbage, or trash of any kind shall be thrown, placed, or kept on any Common Elements 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.
3. Recyclables shall be disposed of in receptacles located near the access to the building from the parking garage on Levels 1, 2, 3, 4 and 5, or in such other location(s) as the Board may designate from time to time.
4. No flammable, combustible, volatile liquid paint cans, spray cans are allowed to be disposed of in the trash chute(s). Such items shall be disposed of by Occupants in accordance with applicable law.
5. Use of the trash chute(s) on each floor is limited to between the hours of 8:00a.m. to 10:00 p.m. daily.
6. Bulky items shall not be put into the trash chute(s), but shall be taken by the Occupants to the main trash room on the ground floor.

#### 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 General 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 drop-off area fronting the entrance to the Project 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 Occupant's 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 General Manager and/or Mālama Advisors an overnight

parking pass for such Guest. Guests must register by filling in information required on the sign-in sheet located at the security desk located inside the 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 Unit. Any other items of personal property shall be stored or placed into any storage locker or storage room appurtenant to the Unit.
10. Occupants shall be responsible for maintaining the respective parking stall(s) appurtenant to the Occupant's Unit in a clean and safe condition, free from oil drips or other discharge from the Occupant's Motor Vehicle(s). If at any time the Occupant is provided with written notice from the Association that the Occupant's parking stall(s) contain oil drips or other discharge the Occupant shall, at Occupant's sole cost and expense, arrange to have the parking stall(s) cleaned so as to remove such oil drips or other discharge within fourteen (14) days following the date of such notice either by (a) the Association's maintenance personnel at a cleaning fee established from time to time by the General Manager, or (b) one of the vendors providing such cleaning service which have been approved for such cleaning services by the Association's Board or its General Manager from time to time. If the Occupant fails to clean the affected parking stall(s) within such 14-day period, then, and in such event, the Association may (i) clean or arrange to have cleaned the parking stall(s) and charge the Occupant for all costs incurred in cleaning the parking stall(s), and (ii) also assess the Occupant of the Unit to which the parking stall is appurtenant a fine not to exceed \$100.00. The fine for failing to clean the parking stall as provided in this paragraph is subject to review and change by the Board from time to time.
11. Occupants shall register their Motor Vehicles with the office of the General Manager.
12. Occupants shall at all time while in the parking garage maintain safe and proper speeds and use headlights.
13. Washing or repair of Motor Vehicles in any of the parking stalls is prohibited.

#### SECTION VI. PETS

Section 9.1G of the Bylaws set forth the following rules which relate to pets in the Project:

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 forty (40) lbs. in weight. No infant or juvenile pet of a type or breed which, when fully grown, is likely to exceed forty (40) 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 General Manager, who shall maintain a register of all pets kept in the Project.
2. Notwithstanding any provision to the contrary contained in the Bylaws or these House Rules, certified guide dogs and signal dogs (as identified below) and other such animals specially trained to assist handicapped individuals (hereinafter collectively referred to as "**specially trained animals**") shall be permitted at the Project subject to the following restrictions:

- (A) Such specially trained animals shall not be kept, bred, or used at the Project for any commercial purpose;
  - (B) Such specially trained animals shall be permitted on the common elements (including but not limited to the recreation areas) provided the specially trained animal is on a leash.
3. Any pet or specially trained 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 General Manager; provided, however, that any such notice given with respect to a specially trained animal shall provide that before such animal must be removed, its owner shall have a reasonable time to acquire a replacement specially trained animal unless the Board determines that such 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 the Bylaws and 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.
  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 specially trained animals) shall not be allowed on any common area other than the "**dog area**" on the ground floor as designated on the Condominium Map. Any pet (other than a specially trained animal) in transit through the Common Elements must be carried whenever practicable or on a leash which keeps the pet within two (2) feet of its handler's feet. Pets shall not be allowed to come into contact with persons other than the handlers thereof, except as may be expressly 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 \$75.00 per dog to defray the additional costs incurred by the Association in properly cleaning and maintaining the Common Elements of the Project, including, without limitation, the dog area. This special annual fee for dogs is subject to review and change by the Board from time to time.
  11. The Board may from time to time promulgate such further rules and regulations regarding the continued keeping of pets and specially trained animals which are consistent with the provisions of the Bylaws and applicable Hawaii law, as the circumstances may require or the Board may deem prudent and advisable.

## 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 Units shall maintain quiet between 10:00 p.m. and 7:00 a.m. on weekdays (Sunday through Thursday nights) and 11:00 p.m. to 8:00 a.m. on weekends (Friday and Saturday nights).
4. Each of the Units has engineered wood flooring installed in a portion of the Unit. Engineered wood flooring has special maintenance, care, and upkeep requirements as compared to carpeting which will need to be complied with by each of the Owners of Units in the Project to maximize the enjoyment and useful life of the originally installed engineered wood flooring in the Unit. Each Owner is urged to carefully review the section on care, maintenance and use of engineered wood floors in the Homeowner's Manual provided to each Owner. The failure of an Owner to comply with these special maintenance, care and upkeep requirements will result in additional costs to the Owner and detract from the Owner's enjoyment of the Owner's Unit.
5. The potential sound transmission through an engineered wood floor when compared to carpeting is greater, and thus engineered wood flooring may result in greater noise being heard from the units above and adjacent to an Owner's Unit. In order to mitigate, reduce, and soften the level of sound transmission through the engineered wood flooring, each Owner shall apply or cause to be applied appropriate rubber or felt pads to the feet of any furniture placed on the engineered wood flooring and will use care when moving furniture or other large objects on or across the engineered wood flooring, including without limitation, dragging, dropping, or scraping, to minimize any elevated sound transmission.

## SECTION VIII. BUILDING MODIFICATIONS

1. No structural changes of any type by an Occupant shall be permitted within the Common Elements except as permitted by, and in accordance with, the provisions of the Declaration and Bylaws.
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 Units or common elements appurtenant thereto nor shall anything be projected out of any window or door or off any Lanai of any 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, data, 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, Section 1.400 et seq.) may be installed in accordance with the Antenna Installation Policy adopted by the Board.
4. No Occupant of a 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 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 guidelines and 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 Bylaws.
2. Hours of Work. 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. 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 General 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 General Manager, such vehicles shall be subject to being towed at the expense of such contractor, worker or subcontractor.
4. Common Area Cleanup. It shall be a requirement of the work that all hallways and other Common Elements of the Project are cleaned of construction debris and other rubbish on a daily basis by any person or persons working on a Unit. No trash or other debris from the construction activity within a Unit shall be allowed or permitted to remain in the hallways or other Common Elements of the Project.
5. 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 Occupant and/or contractor shall arrange for removal of all such construction debris and other trash from the Project without use of the Project's trash chutes, containers or receptacles. If this rule is violated, the Association reserves the right to charge the Occupant 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.
6. 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 Occupant 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 Occupant 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 General 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.
7. Employees of the AOA. At all times the employees of the AOA shall be under the direction and supervision of the General Manager. The General Manager and/or Managing Agent shall implement the policies and procedures relating to the employees of the AOA adopted from time to time by the Board. No employee of the AOA shall be asked by an Occupant or guest to leave the Common Elements of the Project or to perform any tasks which are personal to the Occupant and/or beyond the scope of the employee's employment with the AOA.

## SECTION X. GENERAL

1. No Occupant shall use or permit to be brought into or stored in the building or Common Elements, including, without limitation, the storage rooms and storage lockers located in the parking structure, any inflammable or combustible substances such as gasoline, 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. Unit owners are responsible at all times for the reasonable conduct and decorum of their family members, lessees, tenants, guests, licensees, and invitees while at the Project.
3. Damage to the buildings or Common Elements 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. Except as otherwise expressly provided in Section XII of these House Rules, surfboards, paddle boards (stand-up or otherwise), kayaks, and bicycles are not permitted on the residential floors of the Tower, or in the Units. All surfboards, paddle boards (stand-up or otherwise), kayaks, and bicycles must be registered with the General Manager's office. Occupants are encouraged to store bicycles and surfboards (not more than 9 feet in length) in the designated storage areas within the Project for bicycles and surfboards. With respect to any paddle boards (stand-up or otherwise) and kayaks, Occupants may store them at the Project only in such manner and place(s) as may be authorized by the Board and/or General Manager from time to time, if at all.
5. Waterbeds of any nature are prohibited in the Project.
6. Feeding of non-captive birds on Lanais or of any animals on any Common Elements of the Project is prohibited.
7. Climbing of walls, trees, fences and other common elements other than the Recreational Facilities expressly designed for climbing is prohibited.
8. Use of fireworks of any kind anywhere on the Project site is prohibited.
9. Cooking on the Lanai of any Unit is prohibited.

#### SECTION XI. RECREATIONAL FACILITIES

1. All persons using the Recreational Facilities do so at their own risk. There will be no lifeguard at the swimming pool (the "**pool**") or spa, or staff at the Health/Fitness Room. Therefore, anyone using the equipment in the Health/Fitness Room and/or the pool or spa does so at their own risk and is fully responsible for his/her own safety. Parents are responsible for their children's safety and conduct at all times when using any of the Recreational Facilities and other Common Elements of the Project.
2. The Recreational Facilities, other than the Health/Fitness Room and pool and spa area, may be used between the hours of 8:00 a.m. and 10:00 p.m. daily. The Health/Fitness Room will be open between the hours of 5:00 a.m. to midnight daily, and the pool and spa may be used between the hours of 6:00 a. m. to 10:00 p.m., Monday to Friday, and between the hours of 7:00 a.m. to 10:00 p.m. on Saturday and Sunday.
3. Use of the Health/Fitness Room is permitted only in appropriate exercise attire and footwear.
4. Use of the pool and spa is permitted only in appropriate bathing attire. No nude sunbathing is permitted.
5. Showering before entering the pool or spa is required. The shower for the pool and spa is located on the recreation deck area. All suntan oil, dirt, and other such materials must be removed before entering the pool or spa. Persons having open sores or wounds or communicable diseases are not allowed in the pool or spa. Swim caps must be worn by all persons using the pool with shoulder length hair or longer. Spitting, urinating, and blowing one's nose in the pool or spa are strictly prohibited. Running, jumping off walls, and horseplay are not permitted in the pool or spa and adjacent areas at any time. Splashing of water other than that accompanying normal swimming is not permitted.

6. No glass items of any kind, food, beverages (other than water), diving equipment, or similar items shall be permitted in the pool, spa, Health/Fitness Room, or adjacent areas. The introduction of sand, rock, or other foreign matter in the pools or spa is strictly prohibited and will result in immediate eviction therefrom.
7. The pavilion/cabanas on the recreation deck, the Club Room on the 6<sup>th</sup> floor, and theatre and multi-purpose room on the 5<sup>th</sup> floor may be reserved for private parties upon written request to the General Manager, and pursuant to the policies, reservation mechanics, and procedures relating thereto as established from time to time by the Board and as implemented by the General Manager. The policies and procedures shall be for the purpose of reasonably regulating, restricting and/or limiting the use of these areas for private parties. Depending on the size, location, and nature of the amenity, the Board may also restrict the number of persons who may occupy an amenity for an event. For all functions involving more than six (6) persons, a reservation shall be required. Unless the Board restricts use of an amenity to fewer persons, no more than twenty-five (25) persons are allowed as guests at any one time. A written request form is available in the General Manager's office. The written request must be provided to the General Manager no less than three (3) working days, and no more than sixty (60) days prior to the scheduled function date, except for certain high volume dates (ie., Fourth of July, Labor Day, New Years Eve) as determined by the Board for which special reservation requirements may be established. If the sponsoring Owner intends to serve or have available alcoholic beverages at such party, then in addition to any other policies and procedures adopted by the Board, the Owner may be required to provide evidence of appropriate and adequate liability insurance coverage for such scheduled function, including liquor liability, naming the Association as an additional insured thereunder. A deposit may be required for all reservations as may be determined by the Board from time to time.
8. A maximum time of four (4) hours is allowed for reservations between the hours of 8:00 a.m. to 10:00 p.m. All functions must be completely finished, cleaned up and the pavilion/cabana vacated by the end of the scheduled function or no later than 10:00 p.m. With the prior approval of the General Manager, an Occupant may be permitted to extend a function beyond four (4) hours (but not beyond 10:00 p.m.) if no other reservation has been made. All parties with a minimum of 20 persons must hire a Mālama Advisor at a \$20.00 per hour with a minimum of 2 hours. The Mālama Advisor will be exclusive to the party and will assist as appropriate. The Board reserves the right to adjust the per hour charge for a Mālama Advisor from time to time.
9. All persons shall comply with the requests of the General Manager and/or Association staff with respect to matters of personal conduct in and about the Recreational Facilities. The General Manager and other employees of the Association, including the 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.
10. No animals (except for specially trained animals as defined above) are allowed in or around the pool, spa, Health/Fitness Room, or open lawn areas at the recreation deck.
11. Intoxicated persons are not permitted to use the pool, spa, Health/Fitness Room, pavilions/cabanas, community barbecue areas, open lawn areas or any other portions of the recreational deck.
12. Swimmers in the pool and spa users must dry themselves before leaving the pool and spa areas.
13. Children under twelve (12) years of age must be supervised at all time by a responsible person of suitable age when using the pool, spa, and/or Health/Fitness Room.
14. 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 General Manager may issue supplemental rules governing the use of the Recreational Facilities which are not inconsistent with these House Rules.

15. Eating, drinking of beverages (including alcoholic beverages in moderation), and picnicking shall be allowed in the pavilion/cabanas, community barbeque areas and other designated open lawn areas on the recreation deck, Theater, and Club Room and in no other areas at any time. Other than the provided gas barbeque grills provided in the community barbeque areas, the use of hibachis, barbeque grills, and other open-fire cooking equipment is strictly prohibited in all areas.
16. Anyone violating these rules may be asked by the General Manager or any Mālama Advisor for the Project to promptly leave the area.

## SECTION XII. STORAGE FACILITIES – BIKES AND SURFBOARDS

1. Bicycles may be stored by the Occupants in the bicycle storage area provided in the Project on Platform/Tower Level 2. In order to use the bicycle storage area the Occupant must register his/her bicycle with the General Manager and obtain a Waihonua sticker to affix to the frame of the bicycle. The occupant at all times shall maintain a current license from the City and County of Honolulu for any bicycle stored in the Project's bicycle storage area. If the demand for use of the Project's bicycle storage area exceeds the space available in the bicycle storage area the General Manager may implement a lottery system for assigning space in the Project's bicycle storage area to the Occupants. If an Occupant lets the bicycle license with the City and County of Honolulu lapse or otherwise is determined by the General Manager to have abandoned the bicycle stored in the Project's bicycle storage area, then, and in such event the General Manager shall be authorized to provide written notice to the Occupant to remove such bicycle from the Project's bicycle storage area and if the same is not accomplished within thirty (30) after notice to the Occupant's registered contact address with the General Manager, then the General Manager shall have the right (but not the obligation) to remove the bicycle from the Project's bicycle storage area (including cutting any lock) and make such space available to another Occupant within the Project.
2. Limited storage for surfboards up to a length of nine (9) feet is provided within the Project. In order to use the surfboard storage area and racks the Occupant must register his/her surfboard with the General Manager and obtain a Waihonua sticker to affix to the assigned slot of the surfboard storage rack. If the demand for use of the Project's surfboard storage racks exceeds the number of slots available in the surfboard storage area and racks the General Manager may implement a lottery system for assigning slots in the Project's surfboard storage area and racks to the Occupants. If an Occupant is determined by the General Manager to have abandoned the surfboard stored in the Project's surfboard storage area and racks, then, and in such event, the General Manager shall be authorized to provide written notice to the Occupant to remove such surfboard from the Project's surfboard storage area and racks and if the same is not accomplished within thirty (30) days after notice to the Occupant's registered contact address with the General Manager, then the General Manager shall have the right (but not the obligation) to remove the surfboard from the Project's surfboard storage area and racks (including cutting any lock) and make such slot available to another Occupant within the Project.
3. Occupants are discouraged from storing their bicycles and/or surfboards in their Units, rather than in the bicycle storage and surfboard storage areas provided in the Project. Occupants are prohibited from transporting their bicycles to and from their Unit by means of the designated passenger elevators and/or the internal fire escape stairwell and may only use the designated "freight" elevator within the Project for such purposes.

### SECTION XIII. EXPENSES OF ENFORCEMENT

1. Every Occupant shall be liable for and 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, Bylaws, or these House Rules against such person.
2. Every Occupant shall for and pay to the Association promptly on demand all costs and expenses, including reasonable attorney's fees incurred by or on behalf of the Association in remedying or rectifying a violation of any provisions of the Declaration, Bylaws, or these House Rules which post an imminent risk of bodily injury to others or property damage to the Common Elements and/or a Unit or Units.

### SECTION XIV. 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 General 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 \$75.00 fine, which will be assessed against the Unit owner.
  - (C) Third offense a written citation and \$150.00 fine, which will be assessed against the Unit owner.
  - (D) Fourth and subsequent offenses a written citation and \$250.00 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 twenty dollars (\$20.00) per day from the thirtieth day until the violation is corrected.

3. A fine will be imposed for any second and subsequent violation, even if that violation involves a different provision of the Declaration, Bylaws, 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 General 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 General 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 General 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 offender 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 XV. USE OF RECREATIONAL FACILITIES AND OTHER AMENITIES OF PROJECT

- 1. Except as stated in Section XV.2 below, use of the Recreational Facilities and Guest Suites shall be restricted to the resident Occupants of the Project and their guests.
- 2. An owner who is not a resident Occupant of the Project may only use the Recreational Facilities and Guest Suites if the owner is accompanied by a resident Occupant of the Project; provided that this restriction shall not apply to registered guests of a resident Occupant during the time such registered guest is using one of the Guest Suites.

For purposes of this Section XV, a "resident" means: (a) an owner who is occupying his/her Unit at the Project as the owner's primary residence and not renting or leasing the Unit; or (b) a person who is occupying a Unit in the Project as the person's residence under a lease or rental agreement with the owner of the Unit or with the permission of the owner of the Unit.

#### SECTION XVI. SUPPLEMENTS AND AMENDMENTS OF HOUSE RULES

- 1. Except to the extent expressly proscribed or limited by the Declaration, the Bylaws or these House Rules, the Board reserves the right to (a) make supplemental rules covering specific areas of the Recreational Facilities and other Common Elements of the Project, including without limitation the cabana/pavilions, the Guest Suites, and the Health/Fitness Room, and/or (b) amend these House Rules from time to time by action of the Board as it deems appropriate in order to promote the safety, care, and cleanliness of the Project, to better regulate and control the use of, and to ensure the comfort and convenience of all Occupants, so long as such supplement and/or amended rules are not inconsistent with any applicable laws, ordinances, codes, rules or regulations applicable to the Property and/or its management or operation, and the Declaration or Bylaws.


CERTIFICATE OF ADOPTION

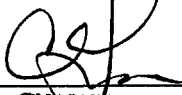
The Board hereby adopts the foregoing as the House Rules for Waihonua, as of the 26th  
day of October, 2011.

**ASSOCIATION OF UNIT OWNERS OF WAIHONUA**

By: KEWALO DEVELOPMENT LLC  
a Hawaii limited liability company

By: A & B Properties, Inc.  
a Hawaii corporation  
Its Manager

By   
Name: NATALIE T. KIEHM  
Title: VICE-PRESIDENT

By   
Name: CHARLES W. LOOMIS  
Title: SECRETARY