

# **THE BREAKERS HOUSE RULES**

## **Made Pursuant to the Declaration and Bylaws of the Association of Apartment Owners**

**Effective Date: September 25, 2012**

These House Rules ("House Rules") are supplemental to, and do not change the obligations of, the Owner or Owners (the "Owner") of apartments in The Breakers condominium project (the "Project"), and all occupants, tenants and guests thereof, as set forth in the Declaration of Condominium Property Regime of the Project (the "Declaration") and the By-Laws of the Association of Apartment Owners of the Project (the "By-Laws"). In the event of any inconsistency, the Declaration and the By-Laws, as the case may be, shall prevail.

The primary purpose of these House Rules is to protect all apartment Owners and other occupants, tenants and guests from annoyance and nuisance caused by improper use of the Project; and also to protect the reputation and desirability of the Project by providing for the maximum enjoyment, comfort and security thereof or therein.

The Board of Directors (the "Board") of the Association of Apartment Owners of the Project (the "Association") shall be responsible for enforcing these House Rules but such responsibility may be delegated to a managing agent (the "Managing Agent") by the Board. The term "Occupant" or "Occupants" and any pronoun used in place thereof shall mean and include any Owner of any residential apartment in the project, members of the Owner's family, and Owner's tenants ("Tenants"), guests, licensees, and invitees of said Owner, and any tenants, employees, independent contractors, suppliers, and customers of said Owner, and any other person who may in any manner use the Project. Occupants shall be bound by the House Rules and by standards of reasonable conduct whether or not covered by the House Rules.

The Board shall make such other rules and regulations from time to time or amend the House Rules as it deems necessary or desirable.

### **A. APARTMENTS.**

1. Use of Apartments. Any and all apartments shall be occupied and used by the respective Owner or Tenants thereof, the family of the Owner or Tenants ("Family"), and guests or invitees of the Owner or Tenants ("Guests") only for the purposes permitted under the Declaration and the By-Laws and in compliance with the restrictions contained in the respective apartment deeds. The Owner or Tenants shall at all times keep their apartment in good order and condition and observe and perform

all laws, ordinances, rules, and regulations applicable to the use of the Project and their apartment now or hereafter made by any governmental authority or the Board.

2. Use by Owners, Tenants and Guests. Subject to the terms of the By-Laws and such Owner's apartment deed, an apartment Owner may lease or rent his apartment to Tenants or make it available to Family or Guests, provided the Tenants, Family or Guests abide by the terms of the Declaration, By-Laws, and House Rules.

3. Conduct of Tenants, Guests and Other Persons. In all instances, an apartment Owner shall be responsible for the conduct of Tenants, Family and Guests. An apartment Owner shall, upon request of the Board or the Managing Agent, immediately abate and remove, at the Owner's expense, any structure, thing or condition that may exist with regard to the occupancy or use of the Owner's apartment by any such person or persons contrary to the intent and meaning of the provisions hereof, or, if an apartment Owner is unable to control the conduct of any such person or persons to conform with the intent and meaning of the provisions hereof, such Owner shall, upon request of the Board or Managing Agent, immediately remove such person or persons from the premises, without compensation for lost rentals or profits or any other resulting damage.

4. Occupants. No Occupant shall make or suffer any strip or waste or unlawful, improper, or offensive use of an Owner's apartment.

5. Lanai. 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. The use of barbecues or fires of any kind on lanais is strictly prohibited. If you are going to be cleaning your lanai with excess water, please let the resident manager know so the neighbors can be notified. When cleaning please do not use any harsh chemicals like bleach. (MINOR)

6. Cleaning & Plant Maintenance. 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 apartment into the hallways or any exterior part of the Project. (MINOR)

7. Dangerous Conditions. Nothing shall be allowed, done, or kept in any apartment or common area that would overload or impair the floors, walls, or roof of the Project, cause an unreasonable risk of fire, or cause any increase in the ordinary premium rates or the cancellation or invalidation of any insurance thereon maintained by or for the Association. (MAJOR)

8. Fire Equipment Inspections. At least once each year, or more frequently as may be required subject to the discretion of the Board, the Association may inspect the fire protection equipment located within the interiors of the apartments. Each Occupant shall cooperate with the Association in providing access to his or her apartment for the purpose of such inspection. Notwithstanding inspections made by the Association, Occupants shall report any evidence of wear or damage of the fire protection system immediately to the Board or Managing Agent. Occupants are strictly prohibited from modifying or interfering with fire protection equipment located within or outside of their apartments, including but not limited to, tampering with such equipment, hanging any object for the equipment, or otherwise improperly using the equipment in any manner. (MAJOR)

B. COMMON AREAS & ENTRANCES.

1. No Obstruction; Restricted Use. The sidewalks, passages, stairways, walkways and corridors (“Pathways”) must not be obstructed or used for any purpose other than ingress and egress. (MAJOR)

2. Materials to be Kept Out of View. Textile items (including, but not limited to, towels, bedding, bathing apparel, and other clothing), household tools such as brooms, mops, and yard tools, rubbish containers, cartons, etc., shall not be placed in Pathways, or in windows, or stored openly so as to be in view from outside the building, from any other apartment, or from common areas. (MINOR)

3. No Eating, Drinking, or Smoking Except in Permitted Areas. Except as otherwise specifically provided in the 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, the pool/spa area, the fitness area, the parking garage, or anywhere within twenty feet (20’) of the areas of any building, but excluding the limited common elements. (MINOR)

4. No Throwing of Objects from the Building. Nothing shall be thrown or permitted to be thrown from windows, or any other part of the building, including specifically, but without limitation, cigarettes, matches, and fireworks of any kind. (MAJOR)

5. No Items Left at Entrances. Nothing shall be allowed to remain in view at front entrances of apartments, including specifically, but without limitation, shoes, slippers, containers, or welcome mats. (MINOR)

6. Trash Disposal; Recycling. Garbage, rubbish and other trash (“Trash”) shall be disposed of only in designated receptacles and areas set aside for this purpose. All Trash shall be securely wrapped before being placed in a receptacle. Large Trash items, including specifically, but without limitation, furniture, appliances, and construction materials, shall be removed from the Project and disposed off-site by

the Occupant and not left on-site in any common or limited common area. All Owners, Tenants and Occupants are encouraged to recycle waste products. The Board reserves the right to develop a recycling program for the Project by supplementing the House Rules and requiring participation in the recycling program by all Owners, Tenants and Occupants. (MINOR)

7. Recreational Activities. No recreational activities shall be permitted in any portion of the Project except in those areas expressly designated for such activities. (MINOR)

8. Furniture, Furnishings. 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. (MAJOR)

9. Moving Furniture. When moving furniture or other large objects, Occupants must reserve a date and time with the Managing Agent, 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 4:30 p.m. on Mondays through Saturdays. (MINOR)

10. Aesthetics and Window Coverings. No unsightliness within the public view is permitted within the Project. For this purpose, "unsightliness" includes, but is not limited to, the following: laundry on lines or reels; litter or trash containers except containers provided by the Association; non-decorative gear, equipment, cans, bottles, ladders, trash, boxes, barrels, etc., stored or stowed in or on walks, etc.; or unshielded or improperly shielded lights that create objectionable glare. Only window coverings and treatments approved by the Board may be installed. Window coverings visible from the exterior shall be white or off-white and, must be in good condition and hung properly. (MINOR)

11. Supplies or Other Goods. No garbage cans, household or commercial supplies, excess items, or similar articles shall be placed outside any apartment area or in a place where they can be seen from outside any apartment, except as the Board shall prescribe. (MINOR)

12. No Storage of Personal Property in Common Areas. No items of personal property of whatever kind, including but not limited to baby carriages, bicycles, surfboards, packages, boxes or crates shall be left, stored or allowed to remain within any common areas. Personal property shall be kept or stored within the confines of the Occupant's apartment. Articles of any kind left in any common areas or common elements, including, without limitation, the parking areas, will be removed at the Owner's or Occupant's risk and expense at the direction and discretion of the Board. Notwithstanding the prohibition on storing personal property in common areas, sports equipment may be stored within specific areas approved by the Board under Section B.16. (MINOR)

13. Street Trees and Other Landscaping. No Owner, Tenant or Guest shall disturb, cut, trim, damage or remove any of the trees located in the landscaped areas adjacent to roadways, parking or common areas, nor harm, remove, disturb or damage in any way any other plants, shrubs, groundcover or other elements of landscaping on any of the common elements of the Project. (MAJOR)

14. Termite Inspections. At least once each year, the Association may have the exterior and interior of the building (including the interiors of the apartments) inspected for termite infestation or damage. Each Occupant shall cooperate with the Association in providing access to his or her apartment for the purpose of such inspection. Notwithstanding inspections made by the Association, Occupants shall report any evidence of termite infestation or damage immediately to the Board or Managing Agent. (MAJOR)

15. Parking Garage Stalls. Parking stalls are to be used solely for the parking of noncommercial motor vehicles such as automobiles, trucks and motorcycles ("Motor Vehicle"). Storage of other personal property of any kind, including but not limited to, boats, watercraft, recreational vehicles, campers, trailers, all terrain vehicles and the like, as well as any other personal property such as shipping cartons, storage units, sports equipment, etc., is strictly prohibited. Parking within any single stall is limited to a maximum of one Motor Vehicle per stall. (MINOR)

16. Common Area Sports Equipment Storage. Sports equipment, including but not limited to, kayaks, surf and paddle boards, bicycles or other equipment, shall not be stored within common areas except in specific areas provided by the Association for storage of sports equipment. (MINOR)

17. Speeding in Parking Lot. Speeding within the parking lot areas has become an increasing hazard at the property. Especially near the parking garages, drivers are becoming increasingly lax with regard to the traffic speed limit. This limit is established at a safe level for pedestrians and vehicles. Please make a not and take extra effort to inform all drivers on property regarding this important safety issue. (MAJOR)

18. Unattended Minor Children. Unattended minor children- under the age of 18- are not allowed on the common elements of The Breakers. This is a serious safety concern. All children under the age of 18 are to be accompanied by a parent, guardian, caregiver, or responsible adult part at all times. (MAJOR)

#### C. RECREATION AREAS.

1. Hours. The swimming pool, spa, barbeque area, fitness area and recreation area ("Recreation Areas") may be used only between the hours of 7:00 a.m. to 10:00 p.m. daily.

2. Use by Owners, Tenants, Family and Guests; Assumption of Risk. Use of Recreation Areas within the Project is limited to apartment Owners, Tenants, Families and Guests. An Owner or Tenant must accompany their respective Guests while in any part of the Recreation areas. Owners, Tenants, Families and Guests use the Recreation Areas at their own risk.

3. Furnishings and Equipment. Only approved furnishings and equipment are allowed within the Recreational Areas. No furnishings or equipment located within the Recreation Areas by the Association shall be removed from the Recreation Areas or tampered with in any manner. Specifically and without limiting the generality of the foregoing, no user of the Recreation Areas shall interfere in any manner with any portion of the fitness equipment, barbecues, sound systems, swimming pool/spa equipment, or lighting apparatus, or electrical and plumbing devices in or about the Recreation Areas.

4. Animals. No animals (except for Service Animals) are allowed in or around the Recreation Areas. (MINOR)

5. Barbecuing. Outdoor cooking shall be subject to regulation by the Board, and shall be conducted so as not to be offensive to any neighbor. Outdoor cooking is permitted in designated areas, but not on lanais. Fires other than for outdoor cooking in designated areas are not permitted. (MAJOR)

6. Facility Care. All persons using any of the Recreation Areas are required to exercise due care to preserve the functionality and appearance of Recreation Area Facilities ("Recreation Facilities"). All trash and personal belongings must be removed after use of any Recreation Area. The chairs or umbrellas, if any, within the Recreation Area should be returned to their original positions/locations to ensure a neat and orderly appearance. All Occupants acknowledge and agree that the Managing Agent may issue additional rules governing the use of the Recreation Facilities provided the additional rules do not conflict with and are consistent with the House Rules. (MINOR)

7. Audio Devices. Audio devices such as radios, MP3 players, CD-players, etc. may be used in the Recreation Areas only if earphones are used in connection with such devices, unless otherwise authorized in advance by the Managing Agent. Within the Pool Area, the built-in audio system shall at all times be played at a reasonable volume given the time of day and so as not to disturb Occupants of neighboring apartments. Use of the built-in audio system, including setting the level of volume, shall be at all times within the sole discretion of the Managing Agent. (MINOR)

8. Food, Drinks or Smoking. Eating, drinking or smoking is permitted within the barbecue area, the recreational area adjacent to the barbecue area, and in any other area as may be specified by the Board and posted indicating food, drinks or smoking is permitted. (MINOR)

9. Violation of Recreation Rules and Regulations. In addition to any other rights that the Board or the Managing Agent may have, the Board and the Managing Agent shall have the right to ask anyone acting in violation of the House Rules within a Recreation Area to immediately leave the Recreation Area. (MAJOR)

D. SWIMMING POOL.

1. Hours. The swimming pool may be used during the hours of 7:00 a.m. and 10:00 p.m. daily or as posted by the Managing Agent or the Association. Swimming pool and spa will be closed during maintenance periods.

2. Access. The swimming pool and spa are accessed through use of a key code to open a locked gate ("Pool Gate"). The Pool Gate must remain closed and locked at all times except during ingress and egress. Owners are responsible for monitoring the use of the Pool Gate code by their Occupants, Family, and Guests and ensuring that the Pool Gate code is kept secure and only used by persons having the Owner's permission. The Board and the Managing Agent reserve the right to reset the Pool Gate code at any time and in the Board and Managing Agent's sole discretion.

3. Number of Guests Limited. Swimming pool and spa use is for the exclusive use residents and their guests. Not more than six (6) guests from any one (1) apartment shall use the swimming pool at one time without obtaining prior authorization of the Managing Agent. (MAJOR)

4. No Lifeguard on Duty. There is no lifeguard on duty. Anyone using the swimming pool does so at his or her own risk. Children under the age of 14 are not permitted in the swimming pool or swimming pool area unless accompanied by an adult. Parents and/or guardians are responsible for the safety and conduct of their children. It is strongly recommended that Owners, Tenants, Family and Guests who are not competent swimmers either refrain from using the swimming pool entirely or use the swimming pool only when accompanied by a competent and responsible swimmer. (MAJOR)

5. No Horseplay. No diving, excessive splashing, pushing, running, screaming, shouting or other boisterous or loud conduct in or around the swimming pool or spa is permitted. (MINOR)

6. Lap Lanes. Please refrain from using lap lanes for free swim when swimmers are performing laps. (MINOR)

7. Appropriate Attire. Appropriate swimming attire must be worn in the swimming pool. Bathing caps or hair bands are recommended for persons with long hair. Hairpins are not permitted in the swimming pool. Infants and toddlers are required to use special swim diapers to prevent contamination of the swimming pool or spa. Diapers are not permitted in the swimming pool unless protected with a waterproof and

leak-proof covering, or made specifically for the purpose of swimming. Nude sunbathing or swimming is not permitted. (MINOR)

8. Showers Required. Any person using the swimming pool shall take a shower prior to entering the swimming pool. (MINOR)

9. No Sand or Suntan Oils. Sand and suntan oils and similar substances shall be removed prior to entering the swimming pool. (MINOR)

10. No Food, Drinks or Smoking. No eating, drinking or smoking is permitted within the swimming pool and spa areas. (MINOR)

11. No Pets. No pets are permitted within the swimming pool area or spa. (MINOR)

12. Floatation Devices. No large floatation devices, large toys, diving fins, or scuba equipment are permitted in the swimming pool. Swimming aids and floatation devices may be used in the swimming pool if they are used for safety reasons and do not inconvenience or inhibit the safety of others. (MINOR)

13. Audio Devices. Use of earphones is required for personal audio equipment in order not to disturb others. (MINOR)

14. Breakable Items. Breakable items such as glassware, ceramics, chinaware, and bottles are prohibited in or around the swimming pool. Any beverage brought or consumed in the swimming pool area must be in a non-breakable container such as an aluminum can, a shatter-proof plastic bottle, or a paper or plastic cup. (MAJOR)

15. Intoxicated Persons. Intoxicated persons are not permitted to use the swimming pool, fitness area, barbeque areas, open areas or any other portions of the Recreation Area. (MAJOR)

16. Drying Off. Swimmers must dry themselves before leaving the swimming pool area. Proper attire is required in transit to and from the swimming pool and spa areas. (MINOR)

17. Health Precautions. For health reasons, persons with infectious or communicable diseases or open wounds are not permitted in the swimming pool. Spitting, spouting water, nose blowing, or discharge of bodily fluids or wastes in the swimming pool is strictly prohibited. Open blisters, cuts, etc. are likely to become infected and persons having them are advised not to enter the swimming pool or spa. (MAJOR)

18. Spa Use. Average temperature of the water in spa ranges from 100° to 104°F. Elderly persons, pregnant women, infants, young children and those



suffering from heart disease, diabetes, high or low blood pressure or any chronic health problem should not enter the spa except under the advice of a physician. Persons under the influence of alcohol, using drugs that cause drowsiness or drugs that raise or lower blood pressure should not use the spa. Children under the age of 6 are strictly prohibited from using the spa. (MINOR)

#### E. PARKING AREAS.

1. Parking. Each Owner shall park only in the parking stall assigned to such Owner's apartment or in stalls, if any, designated by the Board as parking for the use of all Owners. Unless permitted by the Board, Owners and Occupants of apartments shall not park in the guest parking stalls, which are limited to Guests as defined by the House Rules. No motor vehicles shall be parked in the driveways, entrances, and exit areas of the Project. Parking areas shall not be used for playing or loitering. (MAJOR)

2. Method of Parking. Automobiles shall be centered in parking stalls so as to prevent crowding of adjacent stalls and/or blocking of passages. No motor vehicle shall be parked so that any portion thereof shall protrude from the parking stall. Only one motorized vehicle per stall is permitted at any time. (MINOR)

3. Violations. Violators of parking regulations shall have their cars towed away at their own risk and expense. If the violator is a Tenant, Family member, or Guest of any Owner, the Owner shall be responsible for payment of the towing charge.

4. Damages. 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.

5. Storage. No personal property other than approved motor vehicles shall be stored in or on the limited common element parking stalls appurtenant to any residential apartment. The parking areas shall not be used for recreational or storage purposes. Bicycles, skateboards and the like shall not be ridden thereon. Trailers, boats or abandoned vehicles of any type shall not be parked or stored in the parking areas. (MINOR)

6. Speeding. Vehicles shall not be driven at speeds in excess of five (5) miles per hour on any driveway or in the parking areas of the Project. Drivers are expected to observe traffic and directional signs for the safety of all. (MAJOR)

7. Repairs. Extensive repairs of a motor vehicle, boat, surfboard, or other equipment shall not be permitted in the Project. (MINOR)

8. Responsibility for Damage. Damage to cars and other objects or to the common elements shall be the responsibility of the person causing the damage. (MAJOR)

9. Guest Parking Stalls. 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 Managing Agent an overnight parking pass for such Guest. Guests must register by contacting the resident manager. (MINOR)

10. Occupants' Stalls. 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 direct the Managing Agent to (a) clean any parking stall in the parking garage and (b) assess the owner or tenant of the apartment to which the parking stall is appurtenant a fee of \$25 for such cleaning.

#### F. ANIMALS.

1. Pets. No livestock, poultry, or other animals whatsoever shall be allowed or kept in any part of the Project, except that one household dog or one household cat ("Pet") may be kept by an Owner or Tenant in his or her respective apartment subject to the conditions and restrictions contained in the Declaration, the Bylaws, and in the House Rules. The additional rules and restrictions supplement the terms of the Declaration and Bylaws applicable to Pets. (MAJOR)

2. Alternative to Registration with the Board. An Owner or Tenant shall register his or her Pet with the Board as required by the Bylaws except that Pets may be registered with the Managing Agent, provided the Managing Agent has been authorized to maintain a register of all Pets kept in the Project. (MAJOR)

3. Service Animals Defined. Service animals ("Service Animal"), consistent with the Bylaws are defined as "guide dogs, signal dogs, and other animals upon which disabled owners, occupants or guests depend assistance." For purposes of the House Rules, 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. For purposes of the House Rules, 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. Service Animals shall not be kept, bred, or used at the Project for any commercial purpose.

4. Authorization. Any Pet or Service Animal causing a nuisance or unreasonable disturbance to any Occupant, or that is involved in contact with any Occupant or Pet in which injury occurs, shall be permanently removed from the Project promptly upon notice given by the Board or the Managing Agent; 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. (MAJOR)

5. Restrictions of Declaration, Bylaws and House Rules Applicable to Tenants. A Tenant of an apartment Owner, notwithstanding any other representations or consent of the Owner, may keep only a Pet which may be kept by the Owner as prescribed in the Declaration, Bylaws and House Rules.

6. Replacement of Pets. Any Occupant who keeps a Pet pursuant to these House Rules may, upon the death of a Pet, replace the Pet with another Pet and continue to do so for as long as the Occupant continues to reside in the apartment or another apartment in the Project subject to these same House Rules. The Board may from time to time promulgate other rules regarding the continued keeping of Pets and Service Animals as the circumstances may require or the Board may deem advisable. In the event the Board amends the Bylaws to prohibit a Pet, then the "Replacement of Pets Subsequent to Prohibition" provision of the Bylaws applies.

7. Common Areas. Except when in transit, Pets shall not be allowed within any common area other than in designated areas. Any Pet 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. These additional restrictions on Pets in common areas do not apply to Service Animals provided that Service Animals are at all times accompanied by their owners and on a leash while within the common areas. (MAJOR)

8. Damage. Any damage to the Project caused by a Pet shall be the full responsibility of the owner of the Pet and the Owner of apartment in which the pet is kept and the costs of repair or replacement shall be specially assessed to such person(s). (MAJOR)

9. Waste. Pet waste and trash (sand, litter paper, etc.) from within an apartment shall be placed within a sealed bag or container and deposited in a trash receptacle. (MAJOR)

10. Annual fee. Owners of cats and dogs shall be assessed a special annual fee of \$50.00 per dog or cat to defray the additional costs incurred by the Association in properly cleaning and maintaining the common elements of the Project.

G. NOISE AND NUISANCES.

1. Nuisance. No nuisance shall be allowed in the apartments or the common elements, nor shall any use or practice be allowed which is improper or offensive in the reasonable opinion of the Board or in violation of the By-Laws or these House Rules and which unreasonably interferes with or is an unreasonable annoyance to the peaceful possession or proper use of the apartments and/or common elements by other Owners or Occupants.

2. Noise. Owners, Tenants, Family and Guests shall avoid unreasonably excessive noise of any kind at any time and shall not cause or permit any unreasonably disturbing noise or objectionable odors to emanate from their apartments.

3. Audio Devices. Radios, TVs, stereos, etc., in the apartments must be played at reduced volume after 9:00 p.m. and before 8:00 a.m. so as not to disturb other Occupants.

4. Duty to Report to Managing Agent. Excessive noise at any time should be reported to the Managing Agent who will take appropriate action.

H. BUILDING AND APARTMENT MODIFICATIONS.

1. Structural Changes. Except as permitted by the Declaration or the By-Laws, no structural change of any type shall be permitted either within or without an apartment without prior written approval and consent of the Board. (MAJOR)

2. Signs. Except as otherwise provided herein, no signs, signals or lettering shall be inscribed or exposed on the exterior of any apartment (other than the apartment number), nor shall anything be projected out of any window. (MINOR)

3. Projections. Except as otherwise provided herein, no projections shall extend through any door or window opening into any walkway or corridor or beyond the exterior face of the building. Except as otherwise provided herein, no projections shall be attached to the outside walls of any building or the exterior of any door without the prior consent in writing of the Board. (MAJOR)

4. Owner's Obligation to Repair. Every Owner from time to time and at all times shall perform promptly all repair, maintenance and alteration work within his apartment, the omission of which would adversely affect any common element or any other apartment, and shall be responsible for all loss and damage caused by his failure to do so. (MAJOR)

5. Cost of Repairs. All repairs of doors, sliding glass doors (if any), windows, window fixtures, and all internal installations within each apartment such as water, light, gas (if any), power, sewage, telephone, sanitation, lamps, and all other fixtures and accessories belonging to such apartment, including interior walls and

partitions and the inner decorated or finished surfaces of the perimeter walls, floors and ceilings of such apartment, shall be at the Owner's expense. (MAJOR)

6. Improvements to Attic Spaces Prohibited. Owners, Tenants or Occupants are strictly prohibited from making alterations or improvements to attic areas for any purpose, reason or design. (MAJOR)

7. Penetration of Walls, Floors and Ceilings. Owners, Tenants or Occupants are prohibited from conducting any repair, installation, construction, or other work that involves the penetration into the walls, floors, and ceilings of any apartment. (MAJOR)

8. Installation of Air Conditioning. Notwithstanding the prohibition on penetration of walls, floors and ceilings, an Owner may install an air conditioning unit in his or her apartment with prior approval of the Board and in strict conformance with the air conditioning installation and specification guide attached hereto as Exhibit "1".

I. MAINTENANCE: EMPLOYEES OF THE ASSOCIATION.

1. No maintenance employee shall be asked by an Owner, Occupant, Tenant or Guest to leave the common elements or to perform any tasks.

2. Cleaning of individually owned apartments, including all windows is a responsibility of the respective Owners, Occupants, Tenants or Guests.

J. HAZARDS.

1. No Recreational Activities Outside of Designated Areas. The common elements (other than specifically designated Recreation Areas, if any) shall not be used for recreational activities of any kind. Parents or legal guardians are responsible for the appropriate supervision of minors at all times. (MAJOR)

2. Restrictions on Use of Flammable Materials. Unless the Board gives advance written consent in each and every instance, occupants shall not use any illumination other than electric lights, or use or permit to be brought into the buildings any flammable oils or fluids such as gasoline, kerosene, naphtha or benzene, or other explosives or other articles deemed extra hazardous to life, limb or property. (MAJOR)

3. Illegal Substances or Substances Carrying Undue Risk of Harm. No activity shall be engaged in and no substance introduced into or manufactured within the buildings which might result in violation of the law or in the cancellation of the insurance or increase in the insurance rate on the buildings. (MAJOR)

4. Fireworks Prohibited. No fireworks of any kind shall be ignited or used anywhere in the Project at any time. (MAJOR)

K. GENERAL RULES AND REGULATIONS.

1. Access to Apartments or Buildings. The Managing Agent is not required to give access to apartments or buildings; provided, however, that as provided in and subject to the provisions of the By-Laws, the Managing Agent shall give each mortgagee of an apartment or any interest therein and its agents access through the common elements for the purpose of passage to any apartment on which such mortgagee holds a mortgage.

2. Contact Information. Owners, Tenants, and other Occupants shall file their name, address, telephone number and signature with the Board or Managing Agent upon purchasing and/or taking occupancy of an apartment, and shall furnish the Board and/or the Managing Agent with such other reasonable information as shall be requested from time to time.

3. Keys. Each Owner and Tenant shall be responsible for the keys to locked entrances to his apartment. However, to facilitate the right of access provided by the By-Laws to the Managing Agent or the Board, each Owner may, but shall not be required to, furnish keys to the Managing Agent. If an Owner or Tenant desire to furnish keys to the Managing Agent, such Owner or Tenant shall execute a release and indemnification agreement in a form provided by the Board agreeing that the Owner or Tenant releases the Managing Agent and the Board of and from any and all liability and indemnifies and holds harmless the Managing Agent and the Board from any claims, damages or liabilities that may be incurred by the Managing Agent or the Board in connection with such keys being furnished to the Managing Agent. The delivery of such keys shall be at the sole risk of such Owner or Tenant, and the Managing Agent and the Board of the Association shall not be liable for any resulting injury, loss or damage. If an Owner or Tenant elects not to furnish keys to the Managing Agent and an emergency arises requiring a forcible entry into the apartment, the Owner or Tenant of the apartment shall be solely liable for all costs and expenses arising in connection with such forcible entry, including all costs of replacement or repair to any part of the apartment or common elements damaged by forcible entry.

4. Owner and Tenant's Risk of Loss. Each Owner and Tenant shall assume full responsibility for protecting his apartment, automobile(s), sports equipment, and the contents thereof from theft, robbery, pilferage, vandalism and other loss.

5. Waterbeds. There shall be no waterbeds of any nature allowed in any apartment without prior written approval of the Board. All Owners and Tenants who wish to install a waterbed must first furnish to the Board written evidence of adequate liability insurance coverage naming the Association as an insured and must display physically to the Board or Managing Agent a waterproof tank in which the waterbed will rest. (MAJOR)

6. Proper Use of Plumbing Fixtures and Wastewater Lines. Toilets, sinks, and other water apparatus in the apartments or anywhere on the Project shall not

be used for any purpose other than those for which they were designed, nor shall any sweepings, rubbish, rags, sanitary napkins, diapers or other articles be thrown into them. Any damage anywhere resulting from misuse of any toilets, sinks or water apparatus in an apartment shall be repaired and paid by the Owner of such apartment. Any such damage resulting from misuse of toilets, sinks or water apparatus on the common elements (if any) shall be repaired at the direction of the Board, and the cost repair shall be paid by the person(s) responsible for such misuse unless the person(s) responsible cannot be identified, in which event the cost of repair shall be borne by all apartment Owners as a common expense.

7. Owner's Obligation to Obey and Enforce Rules. Each Owner shall observe and conform his or her conduct to these House Rules. Owners are responsible for, and shall ensure that, Tenants, Family, and Guests observe and comply with the Declaration, the By-Laws, and the House Rules. In the event expenses are incurred due to violations of the Declaration, By-Laws or House Rules by any such person or person for whom an Owner is responsible, the Owner shall pay for such expenses, including reasonable attorneys' fees.

8. Contacts in Case of Emergency. If the immediate service of the Maui Police Department, the Fire Department, the Paramedics, an Ambulance or Doctor is required, the desired agency or person should be called directly. Any emergency, particularly such emergencies such as flooding, fire and theft, should be brought to the immediate attention of the Managing Agent.

9. Security Surveillance in Common Areas. For the safety and security of Owners, Occupants, Tenants and Guests, as well as employees of the Association, the Board reserves the right to install a security surveillance system within the common areas of the Project both inside and outside of buildings. It is a violation of these House Rules for any person to tamper with safety and surveillance equipment, including security cameras.

#### L. VIOLATIONS OF THESE RULES.

##### 1. Reporting Violations and Damages.

(a) All corrective actions regarding violations of the Rules and Regulations and damages to the common elements will be enforced by the Board and should be reported promptly to the Board or the Managing Agent.

(b) Damages to common elements shall be surveyed by the Board or the Managing Agent at the direction of the Board and the cost of repair or replacement and any legal fees incurred may be assessed by the Board against the person or persons responsible, including, but not limited to, any Owner for damages caused directly or indirectly by his Tenants, Family, or Guests.

2. Violations. The violation of any of the House Rules shall give the Board, the Managing Agent or their agents the right to:

(a) Enter the apartment in which, or as to which, such violation or breach exists and to summarily abate and remove, at the risk and expense of the defaulting Owner (whether or not caused by the owner or by any person from whose conduct the owner may be responsible), any structure, thing or condition that may exist therein contrary to the intent and meaning of the provisions hereof, and the Board or the Managing Agent shall not thereby be deemed guilty in any manner or trespass; and/or

(b) To enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any such breach, and all costs thereof, including attorneys' fees, shall be borne by the defaulting Owner (whether or not caused by the Owner or by any person for whose conduct the Owner may be responsible).

M. AMENDMENTS.

These House Rules are subject to amendment from time to time by vote of a majority of the Board at a duly called meeting of the Board of Directors.