

The Villa on Eaton Square House Rules

Amended 2017

Aloha,

These House Rules amend and supersede all prior House Rules. They supplement, but do not change the provisions of the Villa on Eaton Square's other governing documents (Restated Declaration of Condominium Property Regime, as amended, and Restated By-Laws, as amended). In the event these House Rules are in conflict with the Restated Declaration or the Restated By-Laws, the Restated Declaration and the Restated By-Laws shall control. In the event the governing documents are in conflict with Chapter 514B, Hawaii Revised Statutes (HRS), or other applicable federal or state statutes, those laws shall control. All Villa owners are responsible for knowing these rules and for communicating them to their family members, tenants, guests, and contractors. These rules are part of maintaining our quality of life here at the Villa and serve as a guide to help promote harmony and order within our community. Please feel free to discuss these rules with your neighbors and our management. Your Board of Directors welcomes constructive feedback.

These House Rules shall apply to the Residents of the Villa on Eaton Square and all others using the project in any manner. Owners shall be responsible for the actions of their family members, tenants, guests, and contractors while on the premises. Any costs incurred as a result of violations of the governing documents by the above shall be the responsibility of the Owner.

MAHALO!

Amended Rules adopted at the October 2, 2017 Board of Directors Meeting

SECTION I. RESIDENCY

1. Owners, family members, tenants and their guests shall treat all employees of the Association with respect and may not shout at, harass, abuse, intimidate, threaten by their words or conduct, or otherwise interfere or disrupt them from the efficient performance of their job duties. No person shall make any disturbance that unreasonably interferes with the quiet enjoyment of the project by other residents.
2. All Villa occupants, including family members, tenants and guests, must be registered with the General Manager prior to occupancy. Owners are responsible for returning accurately completed registration forms within seventy-two (72) hours of any change in status.
3. Occupancy of each apartment is limited by applicable city, state and federal laws.
4. A residential apartment shall be used for residential purposes only and not for commercial business or trade of any kind.
5. The apartment owner shall be responsible for the conduct of all occupants of the apartment, as well as all family members, guests and/or visitors thereto, and for ensuring that the behavior of all such persons is in compliance with the governing documents, including these House Rules. No one shall loiter in the corridors, parking garage, elevators or elevator lobbies located on floors 2-5. These areas shall be used for ingress or egress only and for no other purpose.
6. For the safety of all occupants and expedience of arriving emergency responder personnel, no one shall alter the appearance of, cover up or otherwise prevent the display of the apartment number located above the door bell ringer and peephole of each apartment.
7. Fire doors at both ends of each corridor are to be kept closed except when in actual use for ingress or egress.
8. Corridor doors to apartments shall be kept closed except when in actual use for ingress and egress. No signage or decoration may be placed on or around the outer face of the door and the original design and appearance of the outer face of the door may not be altered, except by obtaining prior written permission of the Board of Directors. Seasonal displays may be permitted if they do not: violate applicable fire codes; interfere with the common areas; exceed eighteen inches (18") in height and eighteen inches (18") in width; and are promptly removed at the end of the applicable season. Any approved signage or decoration, including seasonal displays, shall not interfere with the display of the apartment number.
9. The repair and maintenance of apartment interiors is the responsibility of the individual owners, including utilities and services that serve that unit only, such as plumbing, electrical and the individual air conditioning unit.

10. The General Manager shall be allowed access to any unit where there is reason to suspect the presence of vermin, or other pests, or when responding to a complaint regarding the presence of such pests. Each resident shall maintain the apartments in a strictly clean and sanitary condition.
11. Waterbeds or jacuzzis of any type are prohibited.
12. Blinds, drapery or any other window and lanai door covering which face the exterior of the building shall be neutral white in color and maintained in good repair to enhance the outward appearance of the project.
13. Window tint, otherwise known as film or foil, shall be non-reflective in appearance and must be approved in writing by the Board of Directors prior to installation. An apartment owner or agent shall, upon request of the Board of Directors, Managing Agent or General Manager, immediately remove or replace with an approved film, any unauthorized, deteriorated or damaged film.
14. Residents shall not stack furniture or items against, nor hang bed sheets, blankets, lattice work, stained glass or other material not usually considered a window covering on the windows or glass doors of apartments where such arrangements will be visible from the street or other apartments. The United States flag and the Hawaii State flag may be displayed within the confines of an apartment and its lanai.

SECTION II. TEMPORARY RESIDENCY

1. Subject to the terms of the Apartment Lease and the Restated By-Laws of the Association, an apartment owner shall not rent or lease his apartment for a period less than ninety (90) consecutive days. Any person living in the apartment shall abide by the House Rules and the owner shall assume responsibility for their conduct.
2. An apartment owner or agent shall, upon request of the Board of Directors, Managing Agent or General Manager, immediately abate and remove, at his/her expense, any structure, thing or condition that may exist with regard to the occupancy of the apartment by owner, family members, tenants, or guests that is in violation of the Restated Declaration, Restated By-Laws, Apartment Lease or any applicable federal, state, city or county law or ordinance. If the apartment owner or agent fails to control the conduct of family members, tenants, or guests with regards to conforming with the intent and meaning of these provisions, they shall, upon request of the Board of Directors, Managing Agent or General Manager, immediately correct the violation and remove such family members, tenants or guests from the premises, without compensation for lost rentals or any other damage resulting therefrom.
3. In accordance with Section 521-43(f), Hawaii Revised Statutes, owners who rent out their apartments shall designate a local agent to represent their interest if the owner's residence is outside the State of Hawaii or on another island. The appointed agent must be registered in writing with the General Manager. Such owners shall file with the General Manager updated information identifying their current off-island address and telephone number as well as the

address and telephone number of their local agent. Owners shall ensure that changes to any of the above contact information is provided in writing to the Villa on Eaton Square General Manager within seventy-two (72) hours.

SECTION III. COMMON AREAS, ENTRANCES AND LANAIS

1. No one shall use an apartment or any of the Villa's common elements, limited common elements or any other area of the project in an illegal or improper manner. Base jumping and climbing of trees, walls, fences, lamp posts, fire boxes or any other structure is prohibited.
2. No owner or occupant shall place, store or maintain in the halls, lobbies, stairways, walkways, grounds or other common element or limited common element of similar nature any furniture, packages or object of any kind or otherwise obstruct transit through such common element or limited common element.
3. Excluding the parking garage, service driveway, loading areas and motor court, the common elements are strictly limited to pedestrian use. Recreational facilities are for use in strict accordance with their intended purposes.
4. Surfboards, sailboards and paddleboards shall be covered by a padded bag or case while being transported through the indoor common elements of the project and are not permitted anywhere on the recreation deck. In consideration of others, surfboards and sailboards shall not be transported into an occupied elevator.
5. Riding or use of bicycles, skateboards, roller skates or roller blades is prohibited in all common areas of the project, except that bicycle use is permitted in the motor court. Otherwise, these items must also be carried at all times (not walked or wheeled) while transiting the common areas.
6. Furniture, furnishings, planters, and/or tables placed in common areas are for use in those specific areas and must not be moved therefrom.
7. Each owner of a residential apartment shall be responsible for the care and maintenance of his/her lanai. Such owners may not, however, paint or otherwise decorate their lanais without the prior written approval of the Board of Directors and the Lessor as required in the Restated By-Laws.
8. Owners and residents shall ensure that lanai weep holes are free from obstruction at all times.
9. Lanais shall be maintained in a clean and sanitary condition. Feeding birds or allowing them to nest on lanais is prohibited. Any resident discovering a bird or birds nesting on a lanai may contact the security desk or management office for assistance.
10. Textile items, including towels, bathing apparel and clothing, brooms, mops, cartons, boxes, etc., shall not be placed on lanais, in passages or in windows so that they are in view from outside the building or from other apartments.

11. Only appropriate outdoor furniture and small plants shall be used on apartment lanais and any nonconforming items shall be removed upon the request of the General Manager. These areas are not to be used for storage purposes of any kind, including storage closets, refrigerators, freezers, coolers, surfboards, bicycles and construction materials. Decorations or banners commemorating holidays or festivals may be displayed on lanais during respective holidays provided they do not extend beyond the confines of the lanai.
12. All plants shall be placed in containers to prevent the dripping of water or soil into other apartments or the common elements. Plants may not protrude through railings or otherwise overhang from lanais. Care shall be taken in scrubbing lanais to prevent water from running down the exterior of the building.
13. Attaching fencing, lattice, bamboo, cloth, mesh or any other material to residential lanai railings is prohibited.
14. Nothing shall be thrown from lanais, windows, entrance balconies, recreation deck, etc. Cigarettes and matches, specifically, as well as any other burning material, are fire hazards. An immediate \$250 fine without prior citation may be imposed for throwing objects from lanais, windows and balconies that pose an immediate hazard, such as lit cigarettes or sharp objects. The Association may seek the eviction of any tenant responsible for violation of this rule.
15. Fires or barbecuing on residential lanais is prohibited.
16. Smoking or the use of any e-cigarette/vaping device is prohibited in or on any common element or limited common element of the project, including the motor court and garage. Residents who smoke on their lanais or inside their units shall ensure that smoke does not drift into any common areas or surrounding units.
17. The use of any and all fireworks anywhere on the project is prohibited. Use of fireworks may result in an immediate \$250 fine without prior citation. The Association may seek the eviction of any tenant responsible for violation of this rule.
18. No items such as boots, shoes, sandals or dry cleaning, shall be allowed to remain in view outside front entrances to individual apartments.
19. Movement of large furniture, major household appliances, or large quantities of household goods, must be scheduled with the security desk or management office and is subject to availability of a designated freight elevator on a first come, first serve reservation basis. Elevator padding shall be installed before transporting any of the above items. All delivery vehicles shall use the designated loading area located in the back of the building behind the parking garage. Moving hours are 8:00 a.m. to 5:00 p.m., Monday – Friday, excluding holidays. For those needing a special exemption (i.e., for an emergency), exceptions may be made by the General Manager, on a case-by-case basis.

20. All garbage deposited in the trash chute must be securely bagged or wrapped. No bulky or flammable objects shall be placed in the trash chute. These items must be taken to the trash bins on the ground level at the rear of the building. Bottles, newspapers, and aluminum cans may be placed in the recycle bins located on each trash room floor. No other items shall be left on the trash room floors or outside the dumpsters. Individuals shall use care when carrying garbage in the hallway so as not to spill fluids or refuse on the carpeting or trash room floor. All trash deposits must be made after 7:00 a.m. and before 10:00 p.m.
21. Scavenging for items in dumpsters is prohibited.
22. Bulky items such as furniture, TVs and large appliances shall not be abandoned anywhere on the Villa premises. Bulky item disposal is available curbside on Ala Wai Blvd. adjacent to the surface parking lot behind the Villa parking garage; however, bulky items shall be placed at the curb no earlier than the evening before the scheduled pick up date, as required by city ordinance. An immediate \$250 fine for placing bulky items at the curb in violation of this rule may be imposed for each occurrence. Bulky item pick-ups for the Villa occur every Saturday at 6:00 a.m. (except Christmas Day or New Year's Day). Use of the designated freight elevator to transport bulky items may be scheduled with the security desk between the hours of 4:00 p.m. and 6:00 p.m. on Fridays. Elevator padding shall be installed before bulky items may be transported. Visit www.opala.org for a complete list of acceptable items for bulk pick-up. Items not suitable for pick-up include construction materials, demolition debris, dirt, rock, concrete, large automobile parts and refuse suitable for regular refuse collection. Curbside placement of any unacceptable bulky items is immediately subject to a separate \$250 fine.
23. For security reasons, it is the responsibility of all residents using a security door, when they exit to see that it is in a locked position after entering or exiting. Residents shall not allow persons without an access fob to enter the building.
24. There shall be no drinking of alcoholic beverages or eating anywhere in the indoor common elements unless it is an Association function authorized by the Board of Directors.
25. Proper attire, including a cover-up over swimwear, shall be worn at all times in the common areas of the project. Exception: All areas of the recreation deck excluding the exercise rooms.

SECTION IV. USE OF RECREATION DECK AND FACILITIES

1. General

- a. Use of the recreation deck and facilities (exercise rooms, saunas, showers, and barbecue grills) is generally permitted from 6:00 a.m. to 11:00 p.m. daily and shall be limited to owners, registered Villa residents, members of their families and guests. Non-residents shall not use the recreation deck facilities unless accompanied by a resident of the building. Abuse of this rule may result in the denial of a resident's privilege to extend use of the recreation deck and facilities to guests. Residents must

notify their guests that there are no pool attendants provided by the Owners' Association.

- b. The Board of Directors may, from time to time, waive or change the normal recreation deck hours. This is typically done for New Year's Eve.
- c. When entertaining parties of 10 or more people (residents included), reservation of the kitchen and wet bar (deposit required) is mandatory. Parties are limited to 20 people. Reservation agreements are available either at the security desk or in the management office and shall be completed and signed by the resident responsible for the party prior to the scheduled event. A reservation entitles the reserving resident exclusive use of the kitchen, wet bar, one grill and up to four tables and corresponding chairs (maximum of 16) for the duration of the scheduled event. For larger parties needing additional chairs, management may provide on request. Use of other existing recreation deck tables, chairs or grills by the reserving resident or guests is prohibited. Upon proper cleanup of all areas used, as determined by management or an appropriately designated security officer, the deposit shall be returned.
- d. Reservations will not be accepted for major holidays, including but not necessarily limited to, Easter, Memorial Day, Fourth of July, Labor Day, Thanksgiving, Christmas, and New Year's Eve. For all holidays, the total number of guests per residential unit is limited to six (6).
- e. When not reserved, the barbecue areas are available for use by residents on a first come, first serve basis. Grills are generally available for use between 8:00 a.m. and 10:00 p.m. If use of the grills outside of these times is desired, prior approval from the General Manager is required and will be considered on a case-by-case basis. In consideration of other residents, grill users are required to clean any grill they have used (with provided grill brushes) immediately after use.
- f. No glass or other similar breakable material of any kind shall be permitted on the recreation deck. However, plastic or other unbreakable containers are permitted. Exception: Glass bottles or other breakable items will only be allowed behind the wet bar or in the kitchen.
- g. No running or horseplay is allowed anywhere on the recreation deck. Residents and guests shall conduct themselves in a safe and responsible manner at all times.
- h. Playing amplified music, audiobooks, radios, etc., is prohibited anywhere on the recreation deck or indoor common areas at all times. Headphones or earbuds are required.
- i. The Board of Directors and/or General Manager reserve the right to temporarily close off any portion of the recreation deck or any piece of equipment at any time for safety, maintenance or any other reason.

- j. Liability: All residents and their family members and guests who use the recreational deck, swimming pool, sauna, and exercise rooms, do so at their own risk without liability to the Villa Association of Apartment Owners. The Villa Association of Apartment Owners does not accept any responsibility for damage or injury through use of the recreational, pool and exercise rooms; is not responsible for any lost or stolen items or damage to property owned by individual residents and their guests who use the Villa's recreational, pool and exercise rooms; and, any resident, their guests and family members who willfully or neglectfully cause any damage to Villa property, shall be responsible for damages incurred and shall be responsible for all costs incurred by the Villa for restoring, repairing, or replacing such property.

2. Swimming Pool

- a. Pool hours are from 6:00 a.m. to 11:00 p.m. Exception: While Villa staff are cleaning the pool, no admittance will be permitted. Typically, the hours of cleaning are 7:00 a.m. to 8:00 a.m.
- b. NO LIFEGUARD IS ON DUTY AT THE POOL. The pool and surrounding areas are for the exclusive use of apartment owners, residents and their guests. Owners and residents shall be responsible for the health and safety of themselves, their family members and their guests who use the pool, sauna or any other Villa amenity as well as ensuring that all rules for those amenities are obeyed.
- c. Owners and residents shall ensure that family members and guests who are non-swimmers or weak swimmers are accompanied at all times in the pool area by someone who can ensure their safety. Children under twelve (12) years of age are prohibited from using the swimming pool unless the child is a competent swimmer or accompanied by a person who can ensure their safety. A child's parent or guardian shall be responsible for determining if the child is a competent swimmer.
- d. Intoxicated persons shall not use the pool, saunas or exercise rooms.
- e. No horseplay, running, jumping or diving will be allowed in or around the pool or surrounding area.
- f. No food or drinks are allowed in the pool or on the pool deck except for bottled water in non-breakable containers.
- g. All swimmers must shower before entering the pool and dry themselves completely before leaving the recreation deck or entering the exercise rooms or restrooms. A bather leaving the pool to use the restroom shall take a second cleansing shower before returning to the pool.
- h. The swimming pool may not be used by anyone who has an infectious or communicable disease that is generally accepted by the medical community as a disease that may be transmitted via casual contact. Persons having any open sores,

blisters, cuts, etc., are hereby warned that these are likely to become infected and advised not to use the pool.

- i. No inflatable rafts, mats, boards, floats, balls or other equipment shall be used in the pool except for swimming aids fastened to the body of the user.
- j. The swimming pool may not be used by anyone who is not a competent swimmer unless such person is under the direct supervision at all times of a person who is a competent swimmer.
- k. Spitting, spouting of water, and blowing the nose in the pool are strictly prohibited.
- l. Swimming in the nude is prohibited for all pool users, including infants and toddlers.
- m. Special swim diapers shall be used by anyone who is incontinent or not toilet-trained, to prevent contamination of the pool.
- n. Swim caps or hair ties must be worn by all persons using the swimming pool with shoulder length hair or longer.
- o. Emergency pool closures for cleaning accidental fecal or vomitus discharges shall require all bathers to leave the pool until the substances are removed. The pool shall be disinfected before it is reopened for use.
- p. Pets are not allowed in the pool or pool area. Assistance animals are allowed in the pool area but not in the pool.

3. Exercise Rooms (Makai Gym / Mauka Fitness) and Saunas

- a. The makai gym, mauka fitness room and saunas are generally available for use between 6:00 a.m. to 11:00 p.m. daily. Any changes in hours of operations will be prominently posted.
- b. Children under the age of twelve (12) years old are prohibited from using the sauna or the makai gym unless accompanied by a person who can ensure their safety.
- c. Residents and their guests shall use the makai gym, mauka fitness room and saunas only for their intended purposes and conduct themselves in a safe and responsible manner at all times.
- d. Food and drinks are prohibited in the makai gym, mauka fitness room and saunas except that bottled water in capped containers may be brought in by users while working out in the exercise rooms.
- e. Residents and guests shall not remove, even temporarily, free weights (dumbbells) or any other equipment from either the makai gym or mauka fitness room.

- f. Appropriate footwear is required in the exercise rooms. Slippers, sandals or other open toe footwear are prohibited. Users shall wear clean and suitable attire, including a top and pants, while using the exercise rooms.
- g. For hygiene reasons, exercise room users shall use a towel and wipe perspiration from the equipment and floors. Disinfectant spray is provided and shall be used to wipe down equipment after each use.

SECTION V. PARKING AREAS

1. No vehicle may be parked or left unattended at the lobby entrance, in the entry driveway or residential apartment motor court without first obtaining permission from and registering with Villa security. Unattended vehicles will be towed away at the vehicle owner's expense to a location identified on posted signs.
2. All residents utilizing the parking garage shall register their vehicle in writing with security or the management office. Registration forms are available at the security desk.
3. All residents and guests shall abide by the garage operator's rules and regulations regarding use of the parking garage.
4. Parking cards or replacement parking cards may be obtained from the parking operator. The Villa residential security desk and management office are not authorized to issue parking cards.
5. Parking stalls are unassigned. One unassigned stall is provided to each Villa apartment for the exclusive use of the current resident of that apartment. In accordance with the Restated Declaration of Condominium Property Regime, as amended, right to access to parking stalls cannot and shall not be transferred, rented or otherwise given to any other party. Violation of this rule may result in an immediate \$250 fine without prior citation.
6. Parking stalls are limited to one (1) vehicle per stall. Parking vehicles such as motorcycles, mopeds, motor scooters or bicycles in any stall not designated for that vehicle is prohibited without express permission from the parking garage operator. Motorcycles, mopeds, motor scooters and bicycles may be parked in the basement level of the garage with permission of the parking garage operator.
7. Automobiles shall be centered in parking spaces to prevent crowding of adjacent spaces and/or blocking of passages and exits. Spaces marked for compact cars shall be used for these cars only.
8. The residential motor court is for resident use only (maximum time limit is fifteen (15) minutes). Exception: Pick-up and drop-off of residents or guests is permitted provided the fifteen (15) minute time limit is not exceeded. The parking garage residential loading/unloading zone is for resident use only. Use of either space by contractors, even

those working directly for owners or residents, is prohibited. The maximum time limit for the residential loading zone is thirty (30) minutes. Notification of use of either space is required by registering with security. Unregistered vehicles, or those left unattended longer than the respective time limits, are subject to immediate tow at vehicle owner's expense. Exception: Contractors working directly for the Villa may, at the General Manager's discretion, use the motor court with no time limit.

9. Vehicles weighing more than two-tons are prohibited from using the motor court. Exception: Vehicles assisting those with disabilities are permitted at all times. Delivery vehicles such as USPS, UPS, etc., are permitted at the General Manager's discretion provided deliveries are made to the Villa residential tower only.
10. Washing, cleaning, repairs of motor vehicles or other equipment is prohibited anywhere on the project, including the motor court, parking garage, entry driveway, service driveway, loading areas and the surface lot parking area.
11. The Villa assumes neither risk nor responsibility of any kind for any vehicle parked in or transiting the garage, motor court or any other area of the Villa project.

Note: In accordance with the Restated Declaration of Condominium Property Regime of the Villa on Eaton Square, the Villa Parking Associates or their authorized representative has sole and exclusive control over operation of the parking garage.

SECTION VI. STORAGE

1. No flammable fluids, toxic substances, and/or hazardous articles shall be stored in private storage lockers.
2. Use of the storage lockers is at the sole risk of the resident. Storage of goods outside lockers is prohibited and subject to confiscation and/or disposal in accordance with law.

Note: The Association of Apartment Owners of the Villa on Eaton Square or Managing Agent are not responsible for items stored in storage lockers nor for automobiles, bicycles, mopeds, motor scooters and motorcycles, surfboards or other personal property stored or parked in the garage. Neither the Association nor Agent is responsible for packages or other deliveries left in halls, mail lockers, at doors of units or any other place on the premises, nor for any article left with any employee, nor for any personal property placed or left in or about the building.

SECTION VII. BUILDING MODIFICATIONS

1. No structural changes of any type shall be permitted either within or outside an apartment except in accordance with the Restated Declaration and Restated By-Laws.
2. No awnings, shades, windbreaks, additions or alterations to the original design of the apartment which are visible from the outside of the building are permitted. Exception: Blinds, drapery or any other window and lanai door covering which face the exterior of the

building are permitted provided they are neutral white in color and maintained in good repair to enhance the outward appearance of the project.

3. Owners are required to submit written plans for apartment renovation or repairs to the General Manager prior to undertaking of same. The General Manager will review all such submissions and submit to the Board of Directors for approval, if necessary. Any Board approval of same will become a permanent part of the General Manager's records. For example, plans to install ceramic tile or wood type flooring will include adequate sound insulation between the concrete base and the flooring material to prevent disturbance to surrounding apartments.
4. No signs, signals or lettering shall be inscribed or exposed on any part of the building. Nor shall anything be projected out of any window or off any lanai. This includes antennas and satellite dishes, except as permitted by the Federal Communication Commission's OTARD rules.
5. Notwithstanding any other conditions contained herein, disabled residents may request permission from the Board of Directors for reasonable modifications of the apartment and common elements at the resident's cost as necessary to enable them to personally use and enjoy the property. The Board of Directors will not unreasonably deny nor delay consideration and/or approval of such requests.
6. Contractor work hours are 8:00 a.m. to 5:00 p.m., Monday through Friday (holidays excluded). Work performed by contractors or otherwise causing increased traffic in and out of an apartment or increased noise shall be performed only during those times.

SECTION VIII. GENERAL

1. Consider other residents and avoid excessive noise at all times. Radios, TV's, Stereos, etc., must be played at reduced volume particularly from 10:00 p.m. to 8:00 a.m. When guests are leaving at night, it is requested that noise be kept at a minimum. Report excessive noise to the General Manager or security: (808) 941-1411.
2. There shall be no soliciting or canvassing in the building at any time. This rule notwithstanding, the following shall be permitted: 1) a box collecting contributions for the benefit of Villa employees and/or staff may be placed in the lobby area during the month of December and during other periods approved by the Board; 2) the Villa newsletter and notices/material sent by building management may be placed on apartment doors; 3) notices of apartments for sale or for rent in the Villa shall be submitted to building management for placement on the Association bulletin board and an "open house" sign may be placed in an authorized location during public showings; 4) other notices may be submitted to building management for placement on the bulletin board by the lobby elevators for a period of ten days; and 5) solicitation of proxies or distribution of materials related to Association matters.
3. Advance notice shall be given to the General Manager when household goods or large items of furniture are to be moved in order that the designated service elevator can be protected by

pads and a proper schedule for its use can be maintained. Any damage to the common areas caused by the moving of household items will be repaired at the expense of the resident responsible.

4. The General Manager or security personnel shall not give access to apartments, lockers, and automobiles or provide keys to same without the written permission of the owner or legal resident, except in cases of emergency or as necessary for the operation of the property as noted below.
5. In accordance with Section 514B-137(b), Hawaii Revised Statutes, the Villa Association through its General Manager or designated representative shall have the right to enter each apartment in the event of an emergency (i.e., flooding or fire) as may be necessary to prevent damage to the common elements or to other apartments. The General Manager or designated representative shall have the right to have access to each apartment from time to time during reasonable hours as may be necessary for the operation of the property; for example, to inspect the apartment's air conditioning unit and to inspect and repair Association valves or piping accessible from said apartment. In non-emergencies or instances where immediate access isn't necessary, the General Manager shall make reasonable effort to accommodate the resident's wishes regarding access time(s). In this regard, owners are responsible to provide apartment access key(s) to the General Manager. Keys to apartments will be maintained and secured by the General Manager in strict accordance with the policy and procedures established by the Board of Directors.
6. It is the responsibility of each apartment owner or authorized property manager to control, replace, and issue key fobs to residents, tenants or registered guests. The maximum number of fobs per apartment is four (4). Additional fobs will be issued by management upon request from an apartment owner or property manager. Fobs will not be issued directly to tenants or guests at any time unless written permission is granted to the Association by the owner of the apartment or his/her property manager. Thirty-five dollars (\$35.00) will be charged for each additional fob.

SECTION IX. PETS / ANIMALS

1. Common household pets/animals shall be registered with the management office and owners shall comply with the House Rules herein.
2. All pet/animal owners shall comply with all laws and regulations of the State of Hawaii including animal nuisance and leash laws. No animal that is considered dangerous or prohibited by the State of Hawaii shall be kept on Villa premises.
3. No livestock, poultry or other animals whatsoever shall be allowed or kept in any part of the building or common elements except that dogs, cats and other household pets in reasonable numbers may be kept by residents in their respective apartments. Animals shall not be kept, bred or used therein for any commercial purposes.

4. Any pet causing a nuisance or unreasonable disturbance to any occupant of the project shall permanently be removed therefrom promptly upon notice given by the Board of Directors or Managing Agent.
5. Pets/animals shall not be left unattended on lanais at any time.
6. Pets are not allowed in or on any common element except in transit. While in transit through the common areas, all pets must be in a cart or physically carried by someone who can control the pet. Common element areas include the main lobby, second thru fifth floor lobbies, elevators, hallways, exit stairwells, recreation deck, motor court and parking garage. Once clear of the front entrance (i.e., no longer under the covered area), pets may transit the motor court without being carried or carted provided a reasonable effort is made to depart the motor court without delay. No loitering in the motor court with pets will be permitted. Exception to this rule is made for guide dogs, signal dogs, or other animals specifically utilized to assist a disabled resident or guest.
7. Carts or any other device used to carry pets through any common element shall not be stored outside the front entrance, in the main lobby, elevator lobbies or in any common element other than the designated storage area.
8. Pets/animals are not permitted to defecate or urinate anywhere on Villa premises including the motor court, garage, lanais, planters, vegetation, grass lawns, light posts, trees, monuments, decorative stones, loading areas or rear surface lot. Animal owners shall securely wrap and promptly dispose of all animal waste and ensure that it does not become a nuisance to other residents. If an accident occurs, animal owners shall be responsible for the immediate and proper disposal of waste matter from the common elements. In the event an animal urinates, defecates or otherwise damages Villa property, all costs associated with cleaning and or replacement of said property shall be charged to the apartment owner or otherwise responsible party.
9. Visiting animals are subject to all Association rules herein. Animals visiting the Villa on a recurring basis (more than once every 14 days) shall be registered with the management office. Failure to register a visiting animal may result in loss of visiting privileges.
10. Notwithstanding anything to the contrary contained in the Declaration, the By-Laws, or these House Rules, disabled occupants shall be permitted to keep certified guide dogs, signal dogs, or other animals upon which they depend for assistance. This exception shall also apply to certified guide dogs, signal dogs, or other animals depended upon by disabled guests of occupants. If such an animal causes a nuisance or unreasonable disturbance, the disabled owner thereof will be given a reasonable opportunity to rectify the problem by measures which fall short of the ejection of the animal from the Project. Ejection of such an animal will be required only if the Board reasonably determines that less drastic alternatives have been unsuccessful. If the Board determines that such an animal must be ejected, the disabled owner thereof will be allowed a reasonable period of time to attempt to obtain a suitable replacement animal, provided that the problem is controlled to a sufficient degree that the

continued presence of the animal during that time does not constitute an unreasonable imposition upon other occupants.

SECTION X. ENFORCEMENT OF RULES AND FINES

1. Citations and Fines

The General Manager has the authority to maintain compliance with the House Rules. Enforcement of rules and fines may be grounds for legal action to recover sums due for damages or injunctive relief, or both. The citation and fine schedule will be as follows:

- First Notice: A written citation will be given or sent to the violator with a copy to the owner, as applicable.
- Second Notice: A written citation will be given or sent to the violator with a copy to the owner, as applicable, and a fifty-dollar (\$50) fine assessed against the owner's unit.
- Third Notice: A written citation will be given or sent to the violator with a copy to the owner, as applicable, and a hundred-dollar (\$100) fine assessed against the owner's unit.
- Fourth Notice: A written citation will be given or sent to the violator with a copy to the owner, as applicable, and a two hundred fifty-dollar (\$250) fine assessed against the owner's unit.
- Thereafter: Referral by the Board of Directors to the Association attorney for appropriate legal action. As permitted by Hawaii law, legal fees and costs incurred by the Association attorney will be assessed against the owner, in addition to the fines specified above.

Some violations present an immediate risk of harm to persons or property. These violations as noted in these House Rules are subject to immediate fines without prior citation. If no citations have been issued to a particular owner/apartment for 180 consecutive days, then the above fine schedule will reset provided no damages related to the infraction were incurred by the Association.

2. Appeals

- a. An owner, occupant, or other violator may contest a sanction or fine by filing an appeal in writing to the Board through the Managing Agent within thirty (30) days of receipt of the citation, in accordance with this section and Section 514B-104(a)(11), Hawaii Revised Statutes.
- b. The appeal must contain a copy of the citation and a statement of the facts. Owners or violators are strongly encouraged to include in their appeal: (1) an explanation of

the position of the person filing the appeal; (2) the names and addresses of witnesses; (3) written statements from the witnesses; and (4) copies of proposed exhibits. At a hearing on the appeal pursuant to section 3 below, the Board may limit the amount of time the owner or violator may have to present information.

- c. Failure of the owner or violator to appeal within thirty (30) days of receipt of the citation shall result in the automatic imposition of the sanction or fine, if any, in the amount proposed in the citation and shall constitute a waiver of the right to a hearing and a loss of the right to contest the decision of the Board.
- d. Owners are encouraged to pay any fines before filing an appeal. The pendency of an appeal will not halt (i) the accrual of any fines or ongoing late fees imposed for the current or prior offenses, or (ii) the obligation of the owner and/or violator to correct the violations. If the fines are later rescinded on appeal, the Association shall promptly refund the amount of the fines and late fees to the owner.

3. Hearings

- a. Hearings on appeals are held before the Board. Upon receipt of a timely appeal, the Board shall inform the owner and the appellant (if other than the owner) of the date, time and location of the hearing. All hearings must be scheduled within ninety (90) days after an appeal has been timely filed. The Board may continue the hearing in its sole discretion. The owner and/or appellant may, but are not required to, present information in person or in writing.
- b. Procedure during the hearing. At the hearing, the Board shall review the facts on which the sanction or fine was based and allow the owner and/or appellant to present any defenses to the claim in writing or orally.
- c. Decision. The Board may reduce, suspend or cancel any sanction or fine after considering the evidence presented at the hearing. The Board shall deliver a written decision to the owner and/or appellant as soon as possible after the hearing. If the Board votes to affirm the fine in whole or in part, the balance of the amount due shall be remitted in full by the owner within seven (7) days of the date that the owner is notified of the decision. If the Board votes to cancel the fine, the fine shall be rescinded.

4. Alternative Dispute Resolution

In addition to the imposition of sanctions or fines, the Board may also take legal action to enforce the governing documents, at the owner's expense. Any party may request: (i) mediation or arbitration pursuant to Chapter 514B, Hawaii Revised Statutes; or (ii) an administrative hearing for a dispute not resolved by mediation, if available, provided an owner or other violator shall only be entitled to request those options if the fine is first paid in full.

SECTION XI. ANSWERS TO FREQUENTLY ASKED QUESTIONS

1. *How should I respond to a fire alarm?*

If the fire alarm sounds, take it seriously. It will not be turned off until staff are absolutely positive there is no emergency. When evacuating, feel your apartment door for heat before opening. When exiting, close apartment door and walk down the fire escape located at either end of the hallway. Never use the elevator. Know where the hallway fire alarm pull-station and fire hose box are located. If you (or any member of your family) are unable to evacuate due to any physical restrictions, let the Villa Security know so you can be added to the Fire Department's assistance list. Feel free to discuss these and other safety tips and evacuation procedures with the General Manager.

2. *Where is the Manager's Office?*

The manager's office is located on the ground floor lobby (main lobby) of the Villa.

3. *How do I admit guests using the Enterphone?*

If called from the enterphone downstairs, press 9 on your telephone to allow your guest entry through the lobby door. Your apartment telephone must be in service for the enterphone to work. You may also access channel 57 or 902 digital on your television to view the caller before allowing the person(s) entry through the lobby door.

4. *Why is my apartment getting wet when it isn't raining?*

If windows or doors are open while your air conditioner is running, condensation will occur and may flood your unit or the units below. Close all doors and windows in your apartment when the air conditioner is on.

5. *Do I need to inform the manager's office when I move in or out?*

Yes. It is very important that all residents register with the manager's office prior to moving in. You also must reserve the freight elevator prior to moving large furniture, household appliances or large quantities of household goods. See House Rule Section III. 19. Residents who move out of the Villa must inform the General Manager as well as their owner or rental agent.

SECTION XII. NON-DISCRIMINATION POLICY

Pursuant to Chapter 515, Hawaii Revised Statutes, Title VIII of the Civil Rights Acts of 1968 as amended by the Fair Housing Amendments of 1988, and our non-discrimination policy, the Association does not discriminate on the basis of race, sex (including gender identity or expression and sexual orientation), color, religion, marital status, familial status, ancestry, disability, age or HIV (human immunodeficiency virus infection) in housing or real estate transactions. It is our policy to extend to all individuals the full and equal enjoyment of the advantages, facilities, privileges and services consistent with Chapter 515, Hawaii Revised Statutes and the Federal Fair Housing Laws. When providing services and facilities or enforcing the rules at the project, the Association will not allow discrimination, except as permitted by law. In particular, the Association will not treat any person unequally:

1. In granting or withholding any approval or consent required under the Association's rules.
2. In enforcing requirements of the Association rules about occupancy restrictions or use of the recreational facilities which might unlawfully restrict families with children.
3. In connection with requests of disabled occupants or visitors of the project to have guide dogs, signal dogs, or other animals required because of the occupant's or visitor's disability; except that if the animals become a nuisance to others they will not be permitted at the project and will have to be removed.
4. In processing requests of disabled occupants to: (i) make reasonable modifications to an apartment or the common areas at their own expense; and (ii) have reasonable exemptions from requirements of the Association rules, to enable those occupants to have full use and enjoyment of the project.

The Board will suspend any requirement of the Association rules which, if enforced, could result in unlawful discrimination. If, however, a resident of the project or a visitor is requesting: an animal; modifications to an apartment or the project; or an exemption from the rules because of a disability, the Association may require written confirmation of the disability from a physician or other qualified person, including a statement from the physician or other qualified person as to the reasonable accommodation which is being requested. Please contact the Managing Agent if you have any questions.