

Moana Pacific

ASSOCIATION OF APARTMENT OWNERS

HOUSE RULES

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INTRODUCTION

These Rules and Regulations (“House Rules”) contain information that should make your daily living at Moana Pacific more meaningful and enjoyable. It must be realized that condominium living requires each resident to have appropriate respect for the needs and rights of others living in the Project. The primary purpose of these House Rules is to help protect the apartment owners and other occupants, including renters and guests, from annoyance and nuisances caused by improper use of the Project, and help protect the enjoyment, and comfort of all residents and the reputation and desirability of the project. The Board of Directors fully understands that not every unit owner will agree with the entire house rules set forth but would like to assure all that they have been created in good faith for the betterment of the project.

The Board of Directors of the project is responsible for enforcing these House Rules but has delegated enforcement responsibility to on-site project management staff.

These House Rules supplement (but do not change) the obligations of the owners and their renters and guests as set forth in the Declaration of Condominium Regime (Declaration) and Bylaws of the Association of Apartment Owners of the Project (Bylaws). In the event there is any inconsistency between these House Rules and the Declaration and/or Bylaws, the Declaration and/or Bylaws will prevail.

The Board of Directors shall make other House Rules from time to time or amend the following House Rules as they deem necessary.

GENERAL RULES AND REGULATIONS

1. Each Unit shall be used only for residential purposes and/or such other purposes as are permitted by the Declaration, the Bylaws, the deed conveying an apartment to an Owner, and applicable zoning. Units will not be used for business or any other purposes; provided, however, this provision shall not prohibit any unit from being rented or leased for residential purposes. "Time-sharing" as defined in Chapter 514B of the Hawaii Revised Statutes, rentals for less than 90 days, and hotel uses are prohibited.
2. There shall be no obstruction of the common areas or facilities nor shall anything be stored in the common areas or facilities.
3. Nothing shall be kept in, or done to, any Unit or in, or to the common areas or facilities or garages, which:
 - a. Will increase the rate of insurance on the building.
 - b. Would impair the structural integrity of any building or which would structurally change any building.
4. No open fires shall be permitted anywhere on the project other than designated areas provided as part of the project on the Recreation Deck.
5. Bicycles are not allowed in the lobby area.
6. No camping or use of tents on the common elements of the Project is allowed at any time.
7. No trash is to be disposed down the trash chute between the hours of 11:00 p.m. and 7:00 a.m. Trash shall be secured in plastic trash bags and shall be of a size that fits easily within the trash chute opening. Trash will be placed directly in a trash receptacle on the ground level of the Project shall also be secured in plastic trash bags) except for dry paper, which needs not be bagged). Trash of any kind shall not be placed or thrown in any common area of the Project other than the designated trash areas. Furniture and appliances shall not be disposed of at the property. Construction debris shall be removed from the premises by the contractor.
8. Solicitation within the project is prohibited, except for Association matters as provided in Section 514B-123(j) of the Hawai'i Revised Statutes. Solicitation pursuant to HRS §514B-123(j) shall be limited to the lobby of each Tower and the hours between 6:00 AM and 9:00 p.m.
9. No Roof Access. No person whosoever (other than the manager, maintenance staff, managing Agent, authorized tradesmen and technicians) shall be allowed on any roof anywhere at the Project for any purpose.
10. Apartment Doors. To comply with a Honolulu Fire Department code, the front door to apartments must be fully closed and not left partially open.

11. Residents, guests, and visitors may not enter the lobby, elevators, or hallways unless covered with at least a tank top and shorts. Footwear must be worn in these areas, and swimming suits may only be worn with covering garments. Residents and their guests who use the pool or hot tub must be dry and dressed before leaving the pool area.
12. Consumption of food and/or alcoholic beverages in front of the buildings, guest parking, elevators, lobby areas or resident parking areas is prohibited.
13. A resident may not use any Moana Pacific common area and/or amenities for giving instruction to others for payment or economic gain. Registered residents may receive paid lessons or instructions from a guest. Such allowed lessons or instructions may not interfere with other residents' use of common areas and/or amenities, nor do or permit anything to be done by such persons that will interfere with the rights, comforts or convenience of other residents.
14. Tankless Water Heating Systems are not allowed to be installed within apartments.
15. Pressurized Toilet systems and/or any other noise disturbance plumbing systems are not allowed to be installed within apartments.

PARKING AND PARKING AREAS

1. All Residents and their guests are expected to comply with the "5" mile speed limit signs and stop signs posted on the Project property and in the parking garage.
2. Owners have the right to use only the numbered parking stalls assigned to his/her unit or parking apartments owned by him/her. Any violators will be towed away at vehicle owner's expense.
3. For security reasons, owners and/or residents are prohibited from leasing the parking stall assigned to their apartment to a nonresident.
4. Guests, invitees or employees of project residents may park their vehicles in the uncovered guest parking stalls designated for the tower they are visiting, subject to availability. It is the responsibility of the unit owner or resident to inform visitors of parking restrictions. Visitors utilizing guest parking are required to register their vehicle with staff located at the front desk lobby.
5. No owner occupant or resident shall be parked in the designated guest parking at anytime.
6. No vehicle may be parked in a guest stall during the hours of 3:00 AM and 6:00 AM. Vehicles parked during the restricted hours will be cited and may be towed without notice at the owner's expense.
7. Violators of any parking regulations promulgated by the Board will be cited and may be towed at their own expense.

8. Vehicles must not be parked in front of the lobby entrance, dumpsters or in any unmarked paved area. Such illegally parked vehicles will be cited and may be towed without notice.
9. Boats, trailers, surfboards, canoes, kayaks and other similar items or personal property may not be stored in parking apartments or stalls or the guests parking stalls. Such items shall be stored only inside of the residential apartments or in storage apartments.
10. No car repairs or adjustments may be made at any time on the common elements of the Project. No car repairs of any kind that may cause nuisance or present a health hazard shall be performed anywhere at the Project, including in the assigned parking stalls and parking apartments. Oil changes or the draining of any fluids from a vehicle is prohibited. Car washing is prohibited anywhere on the project.
11. Bicycles, motorcycles, mopeds, motor scooters and collapsible grocery carts may be parked within the perimeter of a parking stall as long as they do not cause safety hazards or damage to other vehicles. All vehicles must be parked (centered) within the painted lines that mark the perimeter of their stalls so as to prevent crowding or blocking of adjacent passages and stalls. All vehicles parked in any parking stall must be registered with the Management Office. Because the stalls are intended for use by standard sized vehicles, the General Manager shall limit the number, types and size of the vehicles allowed to use a parking stall. Occupants with questions of this matter should first check with the General Manager before using a stall.
12. Inoperative vehicles will not be allowed to remain in parking apartments or stalls and are subject to tow. Vehicles with expired tags will be considered abandoned and will be cited and may be towed away at Owner's expense.
13. Each Owner shall be primarily responsible for basic cleaning and maintenance of their parking apartments and stalls. In particular, each Owner shall be responsible for cleaning from the surface of their parking apartments and stalls any residue, dirt or debris that results directly from their use. If an Owner fails to clean or maintain their parking apartment or stall properly with the result that, in the sole judgment of the General Manager, the condition of the parking apartment or stall presents a hazard and/or unsightly condition, the area may be cleaned by the maintenance staff or outside vendor and the cost may be charged to the owner of the parking apartment or stall. An apartment Owner's repeated failure to clean or maintain an assigned parking stall or parking apartment may result in the Board's imposition of a monetary fine in an amount to be determined by the Board for each instance in which the Association is required to clean the Owner's stall or parking apartment.
14. Damage to cars and other objects or to the common elements shall be the responsibility of the person causing the damage. Each Owner shall use care in parking, entering and exiting their parking apartment or stall so as not to damage vehicles in adjacent or nearby stalls or any part of the parking structure.

NOISE AND NUISANCES

No nuisance shall be allowed in the Project nor shall any use or practice be allowed that is improper or offensive in the reasonable opinion of the board or that is in violation of the Bylaws or these House Rules or that unreasonably interferes with or is an unreasonable annoyance to the peaceful possession or proper use of the Project by residents.

1. **Excessive Noise and Objectionable Odors Prohibited.** Residents and other occupants of the units shall avoid unreasonably excessive noise of any kind at all times and shall not cause or permit any unreasonably disturbing noise or objectionable odors, including smoking to emanate from their units.
2. **Hours for Deliveries and Maintenance/Construction Work.** No deliveries of any items, maintenance or construction work on any apartment will be allowed before 8:00 a.m. or after 5:00 p.m. except in an emergency. Sunday and holiday construction work is not allowed.
3. **Hours for Reduced Volume for Radios, Stereos, etc.** Radios, TV's, stereo, etc in the unit may be played only at reduced volume after 10:00 p.m. and before 8:00 a.m.
4. **Departure of Guests; Minimizing Noise.** When guests of any units are leaving at nights, noise must be kept at a minimum.
5. **No obnoxious or offensive activity shall be carried on in any Unit or in the common areas and facilities, nor shall anything be done therein, either willfully or negligently, which may be or become an annoyance or nuisance to the other Residents.** Dangerous, boisterous, noisy, or improper behaviors are not permitted. Anyone in violation will be required to leave. Residents or guests may be removed from any common area if they are causing dangerous situations or trespassing on the rights of others.

SAFETY CONSIDERATIONS

1. **Owners are responsible for the conduct of all tenants, guests, fellow residents and family members while on the common area and shall ensure that all persons using the Moana Pacific project are familiar and comply with these House Rules.** Unit owners or renters must remain with their guests at all times while in the common area. In addition, it is prohibited to leave any object that may obstruct any part of the common area, including walkways and stairways.
2. **Flammable or Dangerous Liquids.** Flammable fluids such as gasoline, kerosene, explosive materials or articles deemed hazardous to life, limb or property; or the presence of which may increase the Project's hazard or liability insurance premiums will not be stored or kept anywhere within the Project, including within the storage units.
3. **Use of fireworks of any kind anywhere in the Project is strictly prohibited at all times even at times when fireworks may be allowed by the City and County of Honolulu.**
4. **Rights of Access.** As provided for in Section 10.1 of the Bylaws, the Board hereby authorizes right of entry to the General Manager in the event of an emergency originating

in or threatening any residential unit whether or not the Owner or occupant is present at the time. Unit owners also understand that such entry may be "forced" by building management in an emergency situations such has the possibility of fire, flood, or other such perils. Payment for restitution of damages which may result from this "forced" entry is at the sole discretion of the Board.

5. All apartments are required to have floodcheck hoses attached to the washing machine
6. All air conditioning systems within each apartment are required to have an air conditioning float valve installed (or similar device approved by Management) to help prevent the overflow of water from the condensation drip pan.

BUILDING EXTERIORS AND INTERIORS

1. Moana Pacific is a no smoking project allowing smoking within residential units and lanais. No smoking is allowed within the common areas of the project.
2. Outside doors, openings that lead into the common areas of the building must be kept closed. Leaving doors open defeats the purpose of the controlled entry system.
3. Nothing can be thrown from the lanais, including cigarette butts. Care should be taken when watering plant material or washing the lanai as to ensure that the water does not intrude upon any other lanai.
4. Residents may not store personal possessions in the common area. Items which are found in the common areas will be removed by the management staff and are subject to being discarded.
5. Residents may not paint or otherwise decorate or change the appearance of any portion of the building not within the walls of their unit, without prior written consent of the Board of Directors. This shall include the unit door of the residence.
6. Garbage Disposal. Kitchen garbage disposals shall not be used for disposing of food items which may clog the drain such as grease, oil, rice or fish parts. Please use low suds detergents to prevent backups.
7. All residents are responsible for the cleanliness and day-to-day maintenance of their units, lanai area and assigned parking apartments and stalls. Such areas shall be kept in a neat, attractive and sanitary condition. No objects, other than potted plants in appropriate containers and patio-type furniture, shall be permitted on lanais.
8. Owners shall be responsible for cleaning all windows that are accessible from the inside of the apartment or the lanai.
9. It is prohibited to hang or otherwise attach objects of any kind from the project windows, railings, or interior sprinkler heads.
10. No awning, canopy, shutter, radio or television antenna, or television satellite dish, shall be affixed to or placed upon the exterior walls or any part of the building thereof, without

approval of the Board. Any owner or renter considering the installation of an antenna or satellite dish must consult with the General Manager to obtain additional information.

11. Owners shall not cause or permit any curtains, shades or other window coverings to be hung inside or outside any windows which show any color other than a neutral white color on the outside and must be maintained in good repair at all times.
12. No resident, except with the prior written consent of the Board, shall permit the attachment, hanging, projection or protrusion of any object, including garments, wiring or other device for electrical or telephone installations, television, machines, or other equipment or appurtenance on the exterior of the building or protruding through the walls, windows or roof.
13. Except as permitted by the Board, residents shall not place any signs in or on the building, in the lobbies or elevators, in the recreational area or in or upon other common elements.

PETS

1. A maximum of two cats, two dogs, or one cat and one dog may be kept in each residential apartment. Dogs must weigh no more than 25 pounds at maturity. No livestock, poultry, rabbits, or other animals whatsoever (including but not limited to snakes, lizards, monkeys etc.) shall be allowed or kept in any apartment or any other part of the Project. The project does allow birds (2) or fish (no larger than 40 gal tank) within a residential unit. A pet registration form, complete with a photo for each pet must also be filled out and returned to the administration office prior to moving in. Renters must show approval from the owner of the unit that pets are allowed in the apartment at the time of submitting the pet registration form.
2. Household pets shall not be kept, bred or used in any apartment for any commercial purpose.
3. Owners must properly restrain their animals by carrying them in the interior common area of the building. Should the unit owner or renter be unable to or unwilling to carry their pet, they must use a "doggy stroller", pet carrier, or some other similar device while in the interior common area of the building. Pets must be kept on a short-leash while being walked on the exterior common area.
4. All pets shall be controlled so as not to create a nuisance (i.e. barking, smell, appearance, waste, etc.). In the event that the pet creates an unreasonable disturbance or threat to the health or safety of any owner, tenant or guest, the General Manager, Managing Agent, or the Board may demand that the pet be immediately removed from the project; provided, however, that upon assessment of the severity of the nuisance, disturbance or threat caused by such pet, the Board, in its sole discretion, may give the pet's owner an opportunity to remedy the situation short of ejecting the pet.
5. Pet owners are required to immediately dispose of the waste created by their pets and shall be responsible for the immediate clean up of their pet's waste and disposal of same in their own refuse container.

6. Pets may not be staked or tied on, to, or in, any common or limited common areas. Chains or stakes will be removed by Management.
7. Pets are not allowed at any time on the recreational deck, party room, theater, or fitness room, except that a disabled owner, resident, or guest may be accompanied by his or her guide dog, signal dog, or other service animal if this is necessary for his or her full enjoyment of the project.
8. Property damage (such as digging shrubs or urine spots which kill grass, etc.) or creating a nuisance or unreasonable disturbance will not be tolerated. Pet Owners will be held responsible for cost of replacement/repair or the pet can be permanently removed from the project by subject by action by the Board.
9. All complaints relative to pets shall be in writing and delivered to the General Manager or mailed to the Management Agent.
10. **Indemnifications.** In no events shall the Board, the Association of Apartment Owners of the Project, the General Manager or Managing Agent be or be deemed to be liable for any loss, damage or injury to persons or property caused by or arising in connection with any pet.

By acquiring an interest in an apartment in the Project, each pet owner agrees to indemnify, defend and hold harmless the Board, the Association, the manager and the managing agent against any claim or action at law or in equity arising out of or in any way relating to such animal.

11. Regardless of the number, type, and weight restrictions in the above section 1, certified guide dogs, signal dogs, or other animals upon which disabled owners, renters or guests depend for assistance shall be permitted to be kept by such owners, renters and guests in their apartments and shall be allowed to walk throughout the common elements while on leash, provided that such animals shall at all times be accompanied by their owners while present upon the common elements. If such certified dogs, signal dog or other animal causes a nuisance or unreasonable disturbance or poses a threat to the health or safety of any owner, tenant or guest, the owner thereof will be given an opportunity to rectify the problem by measures which fall short of ejection of the animal from the Project. Ejection will be required only if the Board reasonably determines that less drastic alternatives have been unsuccessful. If such an animal is ejected, it may nonetheless be allowed to remain at the Project for a reasonable period of time while the owner thereof attempts to find 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, or threat to the safety or health of other owners, renters or guests.

LEASED UNITS

1. Owners must inform the General Manager, prior to renting, to ensure compliance with the rules. Owners shall designate a local agent to represent them if their residence is outside of the City and County of Honolulu or if they will be absent from the City and County of Honolulu for more than thirty (30) days. The Owners will file their out-of-town address

and telephone number, and the address and telephone number of their local agent, with the General Manager.

2. Owners and renters occupying an apartment for any period of time must register with the Management Office when they move in. Unit Owners must file copies of their lease and tenant information, with the Administration Office of the Project at the time of registration.

Guests of owners or renters staying in any apartment who will have access to the project without being accompanied by a registered owner or renter must be registered as "additional residents". Registration of such "additional residents" who are guests of renters and will be staying more than 30 days must include a written acknowledgment from the apartment owner or agent.

3. Unit Owners must notify the Administration Office of tenant changes immediately.
4. To prevent unauthorized access to buildings, Unit Owners are responsible for the retrieval of all keys and fobs from the renters, upon the tenant's departure from the Unit. The General Manager must be notified of any lost or un-retrieved fobs.
5. Owners shall be responsible for any returned check and associated charges from their renters for keys, fob replacement, or any other matter concerning the operation of the Moana Pacific project. The Association reserves the right to assess the owner for the amount of the returned check and the associated charges. To avoid these charges, owners are encouraged to deal directly with the Association on behalf of their renters.
6. Renters must abide by all Association Rules and Regulations. Unit Owners will be notified along with the tenant of any violations. The Unit Owner will be held responsible for their tenant's actions, including any fines and damages that may apply. If an Owner is unable to control the conduct of his renters or his (or his tenant's) guests, the Owner will, upon request of the Board, immediately remove such person or persons from the Project and the Board and the Association will not be liable for any lost rentals or other damage suffered by the Owner. Any legal fees are incurred by the Association as a result of the actions of a renter the owner of the unit will be charged these costs.
7. No Units shall be rented for transient or hotel purposes, which shall be defined as:
 - a. Rental for any period less than ninety (90) days.
 - b. Any rental if the occupants of the Units are provided customary hotel service such as room service for food and beverage, maid service and furnishing of laundry and linen.

PARTY ROOM RULES & REGULATIONS

The Party Room is for the benefit of the residents in each tower. The Party Room must be reserved with a \$100.00 deposit at the time of reservation. The deposit is returned once the Residential Specialist inspects the room and ensures that it is in the same condition as it was before it was rented.

1. Private functions must be hosted by a resident of the Project who must be present for the entire reserved period.
2. The Fitness Center and Recreational Deck, including pool are not included with the Party Room reservation.
3. Maximum number of occupants in the Party Room is 11 people.
4. The area adjoining the Party Room area can also be reserved during this time holding a maximum number of occupants to 14 people. However, passage through this area is to be allowed to Project residents and guest accessing the Recreation Deck.
5. The resident reserving the Party Room is responsible for the behavior of his/her guests. In particular, the resident who reserved the Party Room shall be responsible for the conduct of all family members and guests while in the Party Room and shall ensure that they fully comply with these House Rules.
6. The responsible resident or owner reserving the Party Room will be billed for the cost of damages which occur or necessary clean-up services required beyond the \$100 deposit. Any such costs not paid in a timely manner by a non-owner resident will be billed and payable by the owner of the unit.
7. The Party Room can only be reserved in three hour increments and have only one reservation at a time.
8. The Party Room will be forfeited if the room is not occupied within thirty (30) minutes of the requested time.
9. The Party Room is not to be used for any type of business activity including but not limited to: classes, lectures, business meetings, selling of products and the like. The exception to this house rule would be meetings held by the Board, or Committees appointed by the Board.

THEATER ROOM RULES & REGULATIONS

The Theater Room is for the benefit of the residents in each tower. The Theater Room must be reserved with a \$100.00 deposit at the time of reservation. A pre-inspection of the room will be conducted along with the person reserving the room. The deposit is returned once the Residential Specialist inspects the room and ensures that it is in the same condition as it was before it was reserved.

1. The Theater hours are from 9:00 AM to 10:00 p.m. Please ensure that your movie concludes by 9:45 p.m. so the room may be inspected.
2. The Theater Room can only be rented in three (3) hour increments and only hold one reservation at a time. If residents do not arrive within the first thirty minutes of the reservation, it is forfeited, and the facility may be released to those on a wait list.

3. The responsible resident will also be billed for any damages including clean-up service. Any such costs not paid in a timely manner by a non-owner resident will be billed and payable by the owner of the unit.
4. The Theater Room will not be used for any type of business activity including but not limited to: classes, lectures, business meetings, selling of products and the like. The exception to this house rule would be meetings held by the Board, or Committees appointed by the Board.
5. The sound and video equipment may only be used to view a DVD or watch television.
6. The resident who reserved the Theater Room shall be responsible for the conduct of all family members and guests while in the Theater Room and shall ensure that they fully comply with these House Rules.
7. No smoking, drinking or food is allowed in the Theater Room at any time.

FITNESS CENTER RULES

The Fitness Center is for the use and enjoyment of all Moana Pacific Residents and guests. Any conflicts shall be addressed with the General Manager who will bring the issue to the Board if it cannot be satisfactorily resolved.

Safety is of primary concern to the Association. All people using the fitness center do so at their own risk and agree to abide by the rules for use of the facility. The Association and its employees cannot be held responsible for any accident or injury incurred in connection with the use of the fitness center or for any loss or damage to personal property. Residents are responsible for the actions of their children and their guests.

1. Fitness Center hours are 4:00 a.m. to 10:00 p.m.
2. All guests must be accompanied by a Resident. Each Apartment is limited to two (2) guests.
3. Owners and residents must ensure that family members and guests who are younger than 12 years old are accompanied at all times in the fitness center by someone who can ensure their safety, unless the child has the ability to use the equipment without compromising his or her own health and safety. A child's parent or guardian shall be responsible for determining if the child has the required ability; shall ensure that the child fully complies with these House Rules; and shall be responsible for any claims arising or resulting from the child's use of the equipment.
4. Only beverages in plastic containers are permitted in the exercise room. Alcohol is prohibited.
5. Appropriate attire for the fitness center is required. Bathing suits and bare feet are prohibited.
6. The exercise equipment must be wiped clean after use.

7. Only audio devices with earphones are permitted.
8. Proper usage of exercise equipment by residents and guests is required. Improper use may lead to the suspension of the Fitness Room privileges.
9. Thermostats are not to be reset.
10. Windows are not to be opened. If there is a malfunction with the air conditioning system, please contact the General Manager or the Residential Specialist on duty.

RECREATIONAL DECK RULES & REGULATIONS

1. General Rules

- a. Residents and/or guests use the Recreational Deck facilities at their own risk. Neither the Association nor the Management Company is responsible for injuries or the loss of damage to their personal property while using any of the Recreational Deck facilities.
- b. Project Apartment Owners are responsible for any damages to Recreational Deck facilities caused by residents of their apartment and/or guests of such residents.
- c. No ball playing or equipment associated with ball playing are allowed anywhere on the Recreational Deck with the exception of the tennis courts and the golf driving and putting green where equipment appropriate to those activities are allowed.
- d. No skateboarding, cycles or vehicles of any kind including motorized remote controlled toys are allowed on the Recreational Deck.
- e. Smoking is not permitted anywhere on the Recreational Deck.
- f. Only radios, iPods, etc. with personal listening devices (ear phones) are to be allowed anywhere on the recreational deck.

2. Children's Playground Rules

- a. Only small children and adults responsible for their care are permitted in this area.

3. Barbecuing Rules

- a. Outdoor cooking shall be permitted only in designated areas and facilities specifically provided for that purpose.

4. Golf Driving & Putting Green Rules

- a. Owners and residents must ensure that family members and guests who are younger than 12 years old are accompanied at all times in the golf driving cages and putting greens by someone who can ensure their safety, unless the child has

the ability to use the facility without compromising his or her own health and safety. A child's parent or guardian shall be responsible for determining if the child has the required ability; shall ensure that the child fully complies with these House Rules; and shall be responsible for any claims arising or resulting from the child's use of the facility.

5. Tennis Court Rules

- a. Tennis court use is restricted to registered Moana Pacific residents and their guests. A registered resident may invite a maximum of three (3) guests to play with him or her. A registered resident may not use the Tennis Court for economic gain. Guests must be accompanied by a resident.
- b. A reservation for a maximum of two (2) hour period may be made at the East Tower Front Desk area, not more than five (5) days in advance. Only one reservation may be made at a time by an apartment. Another court reservation by the same apartment may not be made until after the apartment's original reservation court date has passed. The court may be reserved in advance by completing the sign-up sheet. A new sign-up sheet will be made available each day at 6:00 a.m. by the Front Desk Staff.
- c. The tennis courts may be used between the hours of 8:00 a.m. and sundown each day.
- d. Persons who find that they are unable to play at their reserved time slot must cancel their reservations. This must be done by notifying the Front Desk. If you cannot keep your reservation; please make a reasonable effort to cancel your reservation by telephone or in person.
- e. A grace period of ten (10) minutes will be allowed for arrival at the court. If at least one player **DOES NOT** arrive within the first ten minutes of the hour for which the court is reserved, the reservation will be cancelled automatically, and the court will be available to others on a first-come-first-served basis.
- f. Shoes worn on the tennis court **SHALL** be appropriate non-marking tennis shoes only. Shoes with hard soles, raised heels or cleats; animals; bicycles, skates; skateboards; and baby carriages are prohibited.
- g. No food and beverages except water in a plastic container shall be permitted in the tennis court area. No breakable containers of any kind are allowed.
- h. As a courtesy to those playing, please stay off the court (outside of the gate) until your scheduled playing time.
- i. Residents may receive paid tennis instructions from a guest. No residents may use the courts in giving lessons for payment or economic gain.
- j. Courts are not to be used for any purpose other than tennis. Leaning on a net is prohibited.

- k. Anyone using the tennis courts does so at their own risk and responsibility. The Moana Pacific AOA does not assume liability for any accident, property damage or injury in connection with such use by Association members, residents, their children or their guests.
 - l. Owners and residents must ensure that family members and guests who are younger than 12 years old are accompanied at all times in the tennis court by someone who can ensure their safety, unless the child has the ability to use the facility without compromising his or her own health and safety. A child's parent or guardian shall be responsible for determining if the child has the required ability; shall ensure that the child fully complies with these House Rules; and shall be responsible for any claims arising or resulting from the child's use of the facility.
 - m. Anyone violating these rules may be asked by the General Manager or staff members to leave the area.
6. Swimming Pool Rules (includes the Jacuzzi, Kiddy Pool and surrounding Pool Deck Area)

THERE IS NO LIFEGUARD ON DUTY AT ANY TIME. POOL AND SPA USERS DO SO AT THEIR OWN RISK.

- a. Swimming pool hours are 8:00 a.m. to 10:00 p.m.
- b. Each apartment is limited to four (4) guests at any one time unless the General Manager gives permission for additional guests.
- c. Owners and residents must 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. In particular, a child under the age of 12 should be accompanied by an adult when using the pool, unless the child is a competent swimmer. A child's parent or guardian shall be responsible for determining if the child is a competent swimmer and shall ensure that the child fully complies with these House Rules.
- d. All residents and guests entering the pool area are responsible for understanding and abiding by the additional rules and precautionary statements posted in the pool area and ensuring that their guests observe these rules and precautionary statements.
- e. Failure on the part of any resident or guest to abide by the above rules may result in eviction from the pool area.
- f. The following specifications, derived from the **Board of Health Regulations**, Chapter 11-10-22 apply to use of the Moana Pacific swimming pool:
 - i. All persons using the swimming pool shall take a cleansing shower bath before entering the pool. A bather leaving the swimming pool to use the toilet shall take a second cleansing shower bath before returning to the pool.

- ii. Any person having an infectious or communicable disease shall not use the swimming pool. Persons having any open blisters, cuts etc. should not use the pool to avoid risk of infection.
- iii. Spitting, spouting of water, and blowing the nose in the public swimming pool shall be strictly prohibited.
- iv. Special toddler diapers shall be used to prevent contamination of the swimming pool or spa pool. Persons who are incontinent or not toilet-trained shall not use the pools or Jacuzzi unless they wear pants which will prevent leaks. Appropriate pants are a swim diaper. A swim diaper is not a typical diaper. It is a tight-fitting nylon or latex alternative for a typical diaper. Typical disposable or cloth diapers are not permitted in the swimming pool or spa pool.
- v. Pets are not allowed in a public swimming pool.
- g. Running, playing ball, shouting, diving, jumping into the water, and other dangerous, boisterous, noisy, or improper behavior are not permitted in the pool or Jacuzzi areas. Splashing of water other than that accompanying normal swimming is not permitted. Intoxicated persons are not permitted to use the swimming pool or spa pool. Anyone in violation will be required to leave.
- h. No glass items or food and drinks are permitted in the pool, outdoor area around the pool or restrooms. The only exception is drinking water in an unbreakable container.
- i. Any skin-care products or other items taken into the pool or Jacuzzi area must be in unbreakable containers. Anyone using such products must take a shower before entering or reentering the pool. Furniture on the pool deck and other common areas must be protected from sunscreens, lotions, and other skin-care products by covering with towels.
- j. Swimming is permitted only in appropriate bathing attire. No nude sunbathing is permitted.
- k. Owners and residents shall be responsible for the health and safety of themselves, their family members, and their guests who use the pool, Jacuzzi, and for ensuring that all rules for those facilities are obeyed. Apartment owners are financially responsible for any damages or destruction caused by themselves, occupants, their guests, their lessees, and their renters.
- l. Anyone who may be adversely affected by the heat or humidity of the Jacuzzi, spa pool, such as young children, pregnant women, and anyone with high blood pressure, should not use those facilities. Since prolonged exposure to high water temperatures can cause drowsiness and/or raise the blood pressure of any such persons, they should be accompanied by a parent, guardian or someone who can ensure their safety when using the spa pool.
- m. Scuba equipment, inner tubes, air mattresses, standard swim fins, large toys, balls, and any type of equipment that may interfere with other swimmers are not

permitted in the swimming pool, Jacuzzi, spa pool, or adjacent areas. Goggles, facemasks, and approved types of attached life preservers may be used (see approved type of attached life preserver in the Management Office). Children becoming familiar with being in the water and learning to swim may wear Coast Guard approved life vests or other types of securely attached swimming vests if under close adult supervision. Inner tubes and "water-wings" that go on the arms are not allowed because they are not considered safe. The introduction of sand, rock or other foreign matter in the swimming pool, Jacuzzi, or spa pool is strictly prohibited and will result in immediate eviction there from.

- n. All persons shall comply with requests of the General Manager with respect to matters of personal conduct in and about the swimming pool, Jacuzzi, spa pool and recreation deck areas. The employees of the General Manager are authorized to require any person using any of the recreational facilities to identify him or herself by name and apartment number and, if a guest, to give the name and apartment number of the host occupant and to confirm, the physical presence of the host occupant.
- o. No animals are allowed in or around the swimming pool, Jacuzzi, spa pool or adjacent areas, except for animals required by disabled persons.
- p. Bathers shall dry themselves before entering the recreation deck restrooms or the residential tower.

REPAIRS & MAINTENANCE

1. Unit Owner's Duty to Repair and Maintain. Every Owner, from time to time and at all times, shall promptly perform all repairs and maintenance work within his or her apartment for which the Owner is responsible, the omission of which would adversely affect the Project or any common element or any other unit, and shall be responsible for all loss and damage caused by his failure to do so.
2. Repairs Inside of Apartments to be at Owner's Expense. All repairs of internal installations within each unit, such as plumbing and electrical fixtures, appliances, telephones, doors, lamps, and other fixtures and accessories belonging to such unit, including the walls and floor coverings of such unit, shall be at the apartment Owner's expense.

ARCHITECTURAL CONTROL

1. The Board is responsible for maintaining the aesthetic and architectural character and appearance of the Project. The following regulations are in keeping with the overall plan for the Project. Any improvements and/or changes affecting any structure within the Project must adhere to these guidelines. In the event these guidelines are unclear or ambiguous, the Condominium Property Act the Declaration, By-Laws, and/or any applicable City ordinances shall be controlling.

2. Owners contemplating an alteration modification or renovation of their apartment should begin by contacting the General Manager prior to commencing any work to familiarizing themselves with the relevant provisions in Chapter 514A and B of the Hawaii Revised Statutes and condominiums documents as well as other requirements of Moana Pacific Management.
3. Any modifications or additions to or of an apartment must receive the prior written permission of the Board or the General Manager.
4. Before approving any proposed modifications or additions that require Board approval, the Board may require the presentation of plans and specifications prepared by a registered architect, engineer, or licensed contractor and the Board's approval of the proposed modifications or additions may be conditioned upon its approval of the plans.
5. The Board may inspect any work and may order the removal of any work that has not been approved or that may adversely affect the structural or acoustical integrity.
6. Owners are required to obtain any permits which may be required by the City and County of Honolulu in connection with their planned improvements or modifications prior to commencing work. A copy of the approved permit must be filed with the General Manager. If the permit approved plans differ in any significant way from those approved by the Board, further review and approval from the Board may be necessary.
7. Notwithstanding anything to the contrary in the Declaration, the By-Laws, or these House Rules, disabled occupants may at their own expense: (1) make reasonable modifications to an apartment or the common elements; and (2) have reasonable exemptions from requirements of the Association documents to enable the occupants to have full use and enjoyment of the project. A disabled occupant requiring a modification or exemption shall submit a written request to the Board specifying the nature of the request and why it is necessary.
8. Plumbing modifications and/or plumbing fixture replacements or additions which increase flooding hazard to and/or acoustical impacts (eg. high velocity toilets) on other apartments are prohibited.

VIOLATIONS OF THE RULES

1. All corrective actions regarding violations of the House Rules and damages to the common elements will be enforced by the Board and/or the General Manager and should be reported promptly to the General Manager.
2. Any damage to the common elements shall be surveyed by the Board or other authorized personnel 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 by his or her renters or such Owner's (or his or her renters') family members, domestic servants, or guests.

3. The violation of any these House Rules shall give the Board, or its agents the right to:
 - a. **Fining Schedule:** A verbal warning may be issued at any time. Violations of the House Rules will be enforced as follows:

FIRST VIOLATION: A written citation containing a reasonable deadline to correct the violation, if applicable. If the resident receiving the citation is not an owner a copy of the citation will be forwarded to the owner.

SECOND VIOLATION: A written citation and fine of \$100 will be assessed to the owner for the same or similar violation within the same 12 month period of the previous violation.

THIRD VIOLATION: A written citation and fine of \$200 will be assessed to the owner of the same or similar violation within the same 12 month period of the previous violation.

Serious violations (for example, those which pose an immediate threat to safety of people or property) shall be the basis for immediate corrective action with the option of a fine and/or removal of any applicable privileges.

- a. **Enter Units.** Enter the unit and/or limited common elements in which, or as to which, such violation or breach exists and to summarily abate and remove, at the expense of the defaulting Owner (whether or not caused by the Owner or any person for those 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 authorized agents shall not thereby be deemed guilty in any manner of trespass; and/or
 - b. **Institute Legal Proceedings.** Institute legal proceedings to enjoin, abate or remedy the continuance of any such violation, and all costs thereof, including attorneys' fees, shall be borne by the defaulting Owner (whether caused by the Owner or by any person for whose conduct the Owner may be responsible).
4. An owner who has paid the fine has the right to initiate a dispute resolution process, such as mediation, or to file a request for an administrative hearing before the Department of Commerce and Consumer Affairs.
 5. After the second monetary fine of \$200 is assessed and the violation remains uncorrected in the designated timeframe, the fine of \$200 may be assessed for each day in which the violation remains uncorrected.

LATE FEE POLICY

1. The Board, through its Managing Agent, shall impose a late charge of FIFTY DOLLARS (\$50.00) for anyone unit owner with a balance of \$51 or more on the 20th day of the month in which payment is due.

2. In addition to late charges, unpaid assessments may accrue interest as provided in Section 7.5 of the Bylaws.

APPLICATION OF PAYMENTS

All payments received from owners will be applied in the following priority, if applicable:

1. Legal fees and costs
2. Late fees
3. Special Assessments
4. Fines (including NSF charges)
5. Interest
6. Electric Charges
7. Any other outstanding fees or fines
8. Maintenance fees

EFFECT OF APPLICATION OF PAYMENTS

1. Failure to pay late fees, legal fees, fines, and interest may result in the deduction of such late fees, legal fees, fines, and interest from future common expense payments, so long as a delinquency continues to exist.
2. Late fees may be imposed against any future common expense payment that is less than the full amount owed due to the deduction of unpaid late fees, legal fees, fines, and interest from the payment.

