

## **PARK LANE HOUSE RULES**

These House Rules have been duly adopted by the Board of Directors (the “Board”) of the Association of Unit Owners of Park Lane (the “Association”) in accordance with Section V.7 of the Bylaws of the Association of Unit Owners of Park Lane, filed in the Office of the Assistant Registrar of the Land Court of the State of Hawaii (the “Land Court”) as Document No. T-9066277, as the same may be amended from time to time (the “Bylaws”). These House Rules are intended to promote harmonious living and maximize enjoyment of the Residential Development within Park Lane (the “Project”) and to protect all residential Occupants of the Project from annoyance or nuisance caused by improper or unreasonable conduct or use of the Residential Units and common areas of the Project by Occupants. Furthermore, these House Rules are intended to ensure a safe, clean, friendly and cooperative environment for the benefit of all residents and to retain value in the property. These House Rules will be enforced under the understanding that Owners purchased into a first class building and want to maintain a First Class Standard, as defined in the Declaration (defined below).

The responsibility for enforcement of these House Rules may be delegated to the Managing Agent (the “Managing Agent”) or the Resident Manager (the “Resident Manager”) for the Residential Development by the Board of Directors of the Association (the “Board”). All residential Occupants shall strictly comply with these House Rules and the covenants, conditions, and restrictions, set forth in the Declaration of Condominium Property Regime of Park Lane filed in the Land Court as Document No. T-9066276, as the same may be amended from time to time (the “Declaration”) and the Bylaws and shall be bound by standards of reasonable conduct whether or not expressly covered by these House Rules, the Declaration, or the Bylaws. These House Rules shall not apply to the Commercial Unit Owner and its use of the Commercial Development.

### **SECTION I. DEFINITIONS**

1. The term “Unit” shall mean and include each Residential Unit located within the Residential Development, as designated and described in the Declaration, unless otherwise specifically qualified herein; provided, however, that for purposes of these House Rules, “Unit” shall not include the Commercial Unit.
2. The term “Motor Vehicle” shall mean and include any vehicle powered by engine or motor, including but not limited to automobiles, motorcycles, and motor scooters.
3. The term “Project” shall mean the Park Lane condominium project, including all of the buildings and Units therein, all of the land thereof, all common areas, and all other improvements, equipment, apparatus, fixtures, and articles placed or installed in or on the land and buildings.
4. The term “Occupant” or “Occupants” and any pronoun used in place thereof shall mean and include any Owner of any Residential Unit in the Project,

members of the Owner's family, and tenants, licensees, and invitees of said Owner, and any other person who may in any manner use the Project.

5. The term "Recreational Amenities" shall include the swimming pool, spa, movie theater, club room, outdoor and indoor children play areas, fitness center, guest suites, dog park and locker rooms, indoor and outdoor lounge areas and any other recreational amenity available within the Residential Amenities for use by Occupants.
6. The term "Residential Development" means that portion of the Project that comprises the Residential Units, the Residential Limited Common Elements, the Individual Limited Common Elements and the Potential Individual Limited Common Elements as set forth in the Declaration.
7. The term "Commercial Development" means that portion of the Project comprised of the Commercial Unit and any appurtenant Commercial Limited Common Elements.
8. The term "Commercial Unit Owner" means the person or persons who own fee simple title to the Commercial Unit as set forth in the Declaration.

Any other terms used herein but not defined herein shall have the meanings ascribed to them in the Declaration or the Bylaws.

## SECTION II. THE UNITS

1. Owners are responsible for registering all of their residents with the Managing Agent, prior to their moving into the building. Registration shall include A) filling out a resident registration card to include: full name, telephone numbers, emergency contact; B) signing the House Rules Acknowledgment and Agreement statement for all Occupants over the age of 18; and C) providing the name, address, and telephone number of their rental agent, if applicable. All Occupants shall list with the Managing Agent or Resident Manager any house guests who plan to stay seven (7) days or longer.
2. Owners are ultimately and legally responsible for the conduct of all Occupants of their Unit(s), whether Owner, resident, or guests, and at all times shall ensure that their behavior is neither offensive to any other Occupant of the building nor damaging to any portion of the Project. All Occupants and/or guests shall adhere to these House Rules. Should any Occupant be conducting illegal activity, the Owner will be strongly encouraged to remove the Occupant.
3. Each Occupant shall at all times keep his/her Unit in good order and condition and observe and perform all laws, ordinances, rules, and regulations applicable to the use of the Project and his/her Unit now or hereafter made by any governmental authority or the Board.

4. Each Occupant shall maintain their Unit's air conditioning system as recommended by manufacturer including changing filters as needed to maximize unit efficiency.
5. No Occupant shall make or suffer any strip or waste or unlawful, improper, or offensive use of his/her Unit.
6. No clothes, towels, garments, rugs or other objects shall be hung on clotheslines or from lanai railings or walls, doorways, windows, or facades of the Residential Units in such a manner as to be in view of persons outside the building. No shoes, flip-flops, slippers, sandals, dry cleaning, or other objects shall be allowed to remain in the front entrance or hallway of any Residential Unit.
7. With the exception of standard lanai furniture and plants, lanais shall not be used for storage of any items whatsoever, including, without limitation, dry racks, coolers, boxes, tools, exercise and sports equipment, mopeds, bicycles, kayaks, canoes, beach toys, beach chairs, surfboards, boogie boards, skateboards, toys, cleaning utensils and supplies or other household items. Any plants shall be placed in containers with catch basins so as to prevent dripping of water or soil onto the other Units or Common Elements. When watering lanai plants or cleaning the lanai, the Occupant shall not cause or otherwise allow water to drain out of the weep hole of the lanai. Unit Owners are required to ensure that all items placed on lanais or other Individual Limited Common Elements are secured in the event of inclement weather. Any damage resulting from the failure to secure such items is the sole responsibility of said Unit Owner. The Board or Managing Agent may direct that items be removed from lanais at any time.
8. No rugs, draperies, or other objects shall be dusted, beaten, or shaken from the windows or on the lanais, stairways, and hallways of the Project. Dust, rubbish or litter shall not be swept or thrown from any Unit or Individual Limited Common Element into the hallways or any exterior part of the Project. The care, maintenance and repair of the lanai and lanai railings are the responsibility of each Residential Owner. Care must be taken to prevent any cleaning water, detergents, or other fluids from running and dripping over the edges of the lanai onto the lanai below.
9. Nothing shall be allowed, done, or kept in any Unit or common area that would overload or impair the floors, walls, or roof of the Project, or cause any increase in the ordinary premium rates or the cancellation or invalidation of any insurance thereon maintained by or for the Association.
10. Valet and shopping carts are available for Occupant's use. Carts shall not be left in the hallway. After using the carts, they must be immediately returned. The carts are the property of the Association, and under no circumstance may they be taken beyond the building.

11. Open houses shall not be permitted in the Unit or any part of the Project.

### SECTION III. COMMON AREAS

1. No Occupant shall place, store, or maintain on walkways, roadways grounds, or other common areas any furniture, packages, or objects of any kind or otherwise obstruct transit through the common areas.
2. No recreational activities shall be permitted in any portion of the Project except in those areas expressly designated for such activities.
3. No Occupant shall make or suffer any strip or waste or unlawful, improper, or offensive use of the Project or alter or remove any furniture, furnishings, or equipment from the common areas.
4. When moving furniture or other large objects, Occupants must reserve a date and time with the Resident Manager, who will schedule the use of a loading dock and elevator at such times and in such manner as will cause the least inconvenience and disruption to others. Moving hours are from 8:00 a.m. through 5:00 p.m., Mondays through Saturdays.
5. Movers shall not pack or unpack containers or furniture in hallways. Packing or unpacking shall be done inside the Unit or in the ground level loading dock. The Occupant is responsible to cause the moving company to remove packing materials from the Project.
6. Extensive repairs of a Motor Vehicle, boat, surfboard, or other equipment shall not be permitted in the Project.
7. Keyless access devices are required to enter the building from the all elevators on Levels 1. Residents shall not allow strangers to enter the elevator behind them.

### SECTION IV. TRASH DISPOSAL

1. No refuse, garbage, or trash of any kind shall be thrown, placed or kept on any common areas of the Project except in the disposal facilities provided for such purpose.
2. All garbage must be wrapped or bagged before being placed in the trash chute and shall not exceed the maximum size as detailed by the Resident Manager or Managing Agent.

### SECTION V. PARKING

1. Parking in areas of the Project not expressly and specifically designated for parking is prohibited.

2. All parking located in the Residential Development is reserved for the use of the Occupants of the Units to which the parking stalls are appurtenant, except the parking stalls specifically designated for guest parking use. No Occupant shall use any parking stalls located in the Residential Development other than the parking stall(s) which are appurtenant as an Individual Limited Common Element to such Occupant's Unit, as designated in the Declaration, except as permitted under the Declaration or as permitted in writing by the Occupant of the Unit to which the subject parking stall(s) is/are appurtenant or as otherwise duly authorized by the Resident Manager.
3. No Motor Vehicles shall be parked in the driveways, entrances, and exits of the Project or in any areas marked with red paint; provided that Occupants of Residential Units may park in the designated drop-off area on Level 3, for a period not to exceed 15 minutes for the purpose of loading and unloading.
4. Motor Vehicles should be centered in parking spaces so as to prevent crowding of adjacent spaces and/or blocking of passages. No Motor Vehicle shall be parked so that any portion thereof shall protrude from the parking stall.
5. All persons shall exercise due caution in parking, loading, or unloading within the parking areas to avoid damages to other Motor Vehicles or property and injury to other persons.
6. The parking areas shall not be used for playing or loitering.
7. Violators of the parking regulations set forth in this Section V may have their vehicles towed away at their own expense; provided that Occupants shall be responsible for authorizing the towing of unauthorized vehicles from such Occupants' assigned parking stalls, and must sign all required authorizations for the towing of vehicles from such assigned parking stalls. If the violator is a licensee or invitee of an Occupant of a Residential Unit, the Occupant shall be held responsible for payment of any fines or related charges not paid by the violator.
8. Guest parking stalls in the Project are for the use of guests only between the hours of 7:00 a.m. and 1:00 a.m. Each guest vehicle is permitted to park in a guest parking stall for a maximum of six (6) hours between the hours of 7:00 a.m. and 1:00 a.m. daily. Notwithstanding the foregoing, a guest may park a vehicle in a guest parking stall between the hours of 1:00 a.m. and 7:00 a.m., provided that the Occupant obtains from the Resident Manager an overnight parking pass for such guest. Guests must register by filling in information required by the Resident Manger inside the residential lobby of the Project.
9. No personal property other than Motor Vehicles shall be stored in or on the Individual Limited Common Element parking stalls appurtenant to any Residential Unit.

10. Occupants shall be responsible for maintaining their respective parking stalls in a clean condition, free from oil drips or other discharge from their vehicles. From time to time and upon giving prior written notice and opportunity to cure, the Association may (a) clean any parking stall and (b) assess the Owner or tenant of the Unit to which the parking stall is appurtenant a fee of \$25 for such cleaning.
11. All Occupants shall register their vehicles with the office of the Resident Manger.

## SECTION VI. PETS

1. No livestock, poultry, or other animals whatsoever shall be allowed or kept in any part of the Project, except that typical household pets (“pet”), such as dogs, cats, guinea pigs, rabbits, fish, or birds may be kept by Occupants in their respective Units subject to the conditions and restrictions contained herein, but shall not be kept, bred, or used therein for any commercial purpose.
  - (A) Except for fish, no more than three (3) pets shall be allowed per Unit. Service and comfort animals shall not be counted toward the three (3) pet limit.
  - (B) No pet may exceed eighty (80) lbs in weight. No infant or juvenile pet of a type or breed which, when fully grown, is likely to exceed eighty (80) lbs in weight, may be kept in the Project.
  - (C) No animal described as pests under H.R.S. §150A-2 or prohibited from importation under H.R.S. §141-2; §150A-5, or §150A-6, may be kept in the Project.
  - (D) Every Occupant keeping a pet or pets shall register each pet with the Resident Manager, who shall maintain a register of all pets kept in the Project.
  - (E) Permitted pets must not be left unattended on lanais. Animal food and the feeding of animals on lanais is prohibited.
2. Notwithstanding any provision to the contrary contained herein, certified guide dogs and signal dogs (as identified below) and other such animals specially trained to assist handicapped individuals and service animals (hereinafter collectively referred to as “specially trained animals”) shall be permitted at the Project, subject to the following restrictions:
  - (A) No specially trained animal shall be kept, bred, or used at the Project for any commercial purpose;

- (B) A specially trained animal shall be permitted on the common elements (including but not limited to the recreation areas), provided the specially trained animal is on a leash.
3. Any pet or specially trained animal causing a nuisance or unreasonable disturbance to any Occupant or that is involved in contact with any Occupant or other pet in which injury occurs, shall be permanently removed from the Project promptly upon notice given by the Board or the Resident manger; provided, however, that any such notice given with respect to a specially trained animal shall provide that before such animal must be removed, its owner shall have a reasonable time to acquire a replacement specially trained animal unless the Board determines that such animal poses an imminent serious threat of physical harm to other Occupants. A tenant of a Unit Owner must obtain the written consent of the Unit Owner to keep a pet or pets in the Unit. Notwithstanding such consent, a tenant may keep only those types of pets which may be kept by a Unit Owner. Any Occupant who keeps a pet or pets pursuant to these House Rules may, upon the death of the animal, replace the animal with another and continue to do so for as long as the Occupant continues to reside in the Unit or another Unit in the Project subject to these same House rules. The Board may from time to time promulgate such rules and regulations regarding the continued keeping of pets and specially trained animals as the circumstances may require or the Board may deem advisable.
  4. The term “guide dog” shall mean “any dog individually trained by a licensed guide dog trainer for guiding a blind person by means of a harness attached to the dog and rigid handle grasped by the person” as defined in H.R.S. §515-3(8), as the same may be amended from time to time in the future.
  5. The term “signal dog” shall mean “any dog trained to alert a deaf person to intruders or sounds,” as defined H.R.S. §515-3(8), as the same may be amended from time to time in the future.
  6. Each owner of a pet and the Owner of the Unit in which such pet is kept shall indemnify and hold the Association and the Board harmless from and against any and all claims, liabilities, or damages arising out of the presence of such pet in the Unit and the Project.
  7. Except when in transit, pets (other than specially trained animals) shall not be allowed on any common area other than the “dog park” within the Recreational Amenities designated on the Condominium Map. Any pet (other than a specially trained animal) in transit through the common areas must be carried whenever practicable or on a leash which keeps the pet within three feet (3’) of its handler’s feet. Pets shall not be allowed to come into contact with persons other than the handler thereof, except as permitted by such other persons.

8. Any damage to the Project caused by a pet shall be the full responsibility of the owner of the pet and the Owner of the Unit in which the pet is kept and the costs of repair or replacement shall be specially assessed to such person(s).
9. Owners of pets shall be responsible for immediately picking up and cleaning up after their pets. Pet waste and trash (sand, litter paper, etc.) shall be wrapped with extra care.
10. Owners of dogs shall be assessed a special annual fee of \$50.00 per dog to defray the additional costs incurred by the Association in properly cleaning and maintaining the common elements of the Project, including, without limitation, the dog park.

#### SECTION VII. NOISE

1. Occupants shall exercise care in the use of the musical instruments, radios, televisions, stereos, amplifiers, etc. that may disturb other Occupants.
2. Occupants of Residential Units shall maintain quiet between 10:00 p.m. and 7:00 a.m. on weekdays (Sunday through Thursday nights) and midnight to 8:00 a.m. on weekends (Friday and Saturday nights).

#### SECTION VIII. BUILDING MODIFICATIONS

1. No structural changes of any type by an Occupant shall be permitted within the common areas except as permitted by, and in accordance with, the provisions of the Declaration and the Bylaws.
2. Except as otherwise provided in the Declaration, the Bylaws or these House Rules, no signs, posters, signals, or lettering shall be inscribed or exposed on any part of the Residential Units or common elements appurtenant thereto nor shall anything be projected out of any window or door or off any lanai of any Residential Unit, without the prior approval of the Board.
3. No Occupant shall, without the prior written approval of the Board, install any wiring for electrical or telephone installations, television antennae, machines, air conditioning units, other equipment, or appurtenances whatsoever on the exterior of the Project or protruding through the walls, windows, or roof of the Project, except for permitted antennae in accordance with any antenna installation policy adopted by the Board.
4. No Occupant of a Residential Unit shall decorate the entry door of his/her Unit or any common element of the Project except in accordance with such standards and/or guidelines as may be established by the Board from time to time.
5. The Occupant of a Residential Unit may install one additional dead bolt on the entry door to such Occupant's Unit, provided that such dead bolt and the



installation thereof shall be in accordance with specifications adopted by the Board from time to time. Promptly upon such installation, a key must be provided to the Resident Manager for use in the event of emergency.

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

1. Interior Unit Modifications. No alterations, modification or changes to a Unit shall be made or permitted by an Occupant except as permitted by, and in accordance with, the provisions of the Declaration and the Bylaws. In particular any alterations are required to meet the acoustical requirements for flooring in the event the Owner chooses to alter or replace the original flooring material. Minimum IIC and STC transference of sound through the slab to the Unit below needs to be documented.
2. Hours of Work. Construction activity related to interior alterations, modifications or changes to any Residential Unit shall be allowed only on Monday through Saturday (excluding state and/or federal holidays) between the hours of 8:00 a.m. to 5:00 p.m.
3. Construction Parking. Due to the lack of available on-site parking, all contractors or laborers engaged in the construction of the interior improvements to a Unit are to be notified that off-site parking will be required unless such contractor arranges through the Resident Manager for on-site parking in certain designated stalls or areas, if available. If any contractors, their workers or subcontractors park in stalls or areas within the Project which were not specifically cleared through the Resident Manager, such vehicles shall be subject to being towed at the expense of such contractor, worker or subcontractor.
4. Common Area Cleanup. It shall be a requirement of the work that all hallways and other common areas of the Project are cleaned of construction debris and other rubbish on a daily basis by any person or persons working on a Residential Unit. No accumulation of trash or other debris from the construction activity within a Residential Unit shall be allowed or permitted to remain in the hallways or other common areas of the Project.
5. Trash Removal. The use of any of the trash chutes of the Project, containers or receptacles for disposal of construction trash or debris is strictly prohibited. The Owner and/or contractor shall arrange for removal of all such construction debris and other trash from the Project without use of the Project's trash chutes, containers or receptacles. If this rule is violated, the Association reserves the right to charge the Owner for the cost of removal of any such construction trash or debris and/or to bar the offending contractor from entering onto the Project until satisfactory arrangements are made to remove such construction trash and debris and reasonable assurances are provided to the Association that such violation will not re-occur.

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

## SECTION X. GENERAL

1. In connection with the Project's LEED certification, smoking is prohibited within the Residential Development, including, but not limited to the interior of the Residential Units, and indoor and outdoor areas of the Residential Limited Common Elements and Individual Limited Common Elements. This smoking prohibition extends to all Persons within the Residential Development at any time, including but not limited to Unit Owners, residents, and their occupants, guests, and invitees. "**Smoking**" means any: (a) use or possession of a cigar, cigarette, or pipe containing tobacco while it is burning, lighted, or ignited, regardless of whether the person using or possessing the product is inhaling or exhaling the smoke from such product; (b) use of an electronic smoking device; and (c) use or possession of a burning, lighted, or ignited non-tobacco product if it is noxious, offensive, unsafe, illegal, unhealthy or irritating to other persons. Each Unit Owner is responsible for communicating the smoking prohibition and for ensuring compliance by all the Unit Owner's occupants and guests. If a Unit Owner or someone in a Unit Owner's household is a smoker, the Unit Owner should carefully consider whether the Unit Owner will be able to abide by the smoking prohibition.
2. No Occupant shall use or permit to be brought into or stored in Project including, without limitation, the storage rooms and storage lockers, any flammable or combustible substances such as gasoline, kerosene, gunpowder, fireworks, or other explosives or anything deemed highly dangerous or hazardous to life, limb or property.
3. Unit Owners shall observe and adhere to these House Rules and ensure that all Occupants adhere to these House Rules. Residential Unit Owners are responsible at all times for the reasonable conduct and decorum of their family members, tenants, guests, licensees, and invitees on the Project.
4. Damage to the building or common areas by any Occupant of a Unit shall be the responsibility of the Occupant and Owner of such Unit and such damage shall be repaired at the expense of the Occupant and Owner responsible.

5. Surfboards and bicycles are not permitted in the Residential Units. All surfboards and bicycles must be registered with the Resident Manager's office and stored in designated storage areas.
6. Waterbeds of any nature are prohibited in the Project.
7. Feeding of non-captive birds on lanais or of any animals on any common area is prohibited.
8. Climbing of walls, trees, fences and other common elements other than the Recreational Amenities expressly designed for climbing is prohibited.
9. Use of fireworks of any kind anywhere on the Project site is prohibited.
10. No one other than the Resident Manager's staff, the Board, and their representatives may at any time or for any reason whatsoever enter upon or attempt to enter into any mechanical room, utility room, or roof of the building.

#### SECTION XI. RECREATIONAL AMENITIES

1. The swimming pool, spa, outdoor and indoor children play areas, dog park, and outdoor lounge areas may be used between the hours of 5:00 a.m. and 11:00 p.m. daily.
2. Swimming is permitted only in appropriate bathing attire. No nude sunbathing is permitted.
3. There will be no lifeguard at the any pool within the Project. Therefore, anyone using any pool does so at their own risk and is fully responsible for his/her own safety. Parents are responsible for their children's safety at the swimming pool, children play areas, barbeque areas and all other Recreational Amenities and common areas.
4. Showering before entering the swimming pool or spa is required. The shower for the swimming pool is located within the Recreational Amenities. All suntan oil, dirt and other such materials must be removed before entering the swimming pool or spa. Persons having open sores or wounds or communicable disease are not allowed in the swimming pool or spa. Spitting, urinating, and blowing one's nose in the swimming pool or spa are strictly prohibited. Running, jumping off walls and horseplay are not permitted in the swimming pool, health club, and adjacent areas. Splashing of water other than that accompanying normal swimming is not permitted.
5. No glass items of any kind or similar breakable items shall be permitted in the swimming pool, health club, or adjacent areas. The introduction of sand, rock or other foreign matter in the swimming pool is strictly prohibit and will result in immediate eviction therefrom.

6. The Great Lawn and other Recreational Areas are specifically intended for family recreation and event use. The swimming pool, barbeque area, and open lawn within the Recreational Amenities or designated areas therein may be reserved for private parties upon written request to the Resident Manager. The decision to allow the reservation of such areas for private parties shall be subject to guidelines adopted by the Board from time to time and shall be implemented by the Resident Manager. The Board may opt to charge a location fee for large scale (50+ people) for private events. The guidelines shall be for the purpose of reasonably regulating, restricting and/or limiting the use of these areas for private parties. For all functions involving more than six (6) persons, a reservation shall be required. A written request forms available in the Resident Manager's offices. The written request must be provided to the Resident Manager no less than one (1) business day prior to the scheduled function date. When not in use for scheduled events, the Great Lawn may be used for family recreation, including ball play. Paved areas of Park Lane may be used by Children under reasonable supervision for the safe enjoyment of wheeled toys, including bicycles, non-motorized scooters and skateboards.
7. All persons shall comply with the requests of the Resident Manager with respect to matters of personal conduct in and about the swimming pool, health club and other Recreational Amenities. The employees of the Resident Manager and/or security personnel are authorized to require any person using any of the Recreational Amenities to identify himself or herself by name and Unit number and, if a guest, to give the name and Unit number of the host Occupant and to confirm, if required, the physical presence of the Unit Owner or resident acting as host.
8. No animals (except for specially trained animals as defined above) are allowed in or around the swimming pool, health club, or open lawn areas within the Recreational Amenities, except when in transit to or from the dog park, and then only if being carried or on a leash which keeps the pet within three feet (3') of its handler's feet.
9. Intoxicated persons are not permitted to use the swimming pool, health club, barbecue areas, open lawn areas or any other portions of the Recreational Amenities.
10. Swimmers must dry themselves before leaving the swimming pool area.
11. Children under twelve (12) years of age must be supervised by a responsible adult when using the swimming pool and/or health club. Infants and toddlers two (2) years and under are required to wear a swim diaper. If there is a related feces accident in the pool, the pool needs to be drained, treated and refilled at the responsible Owner's expense.

12. All persons using any of the Recreational amenities are required to exercise due care to preserve the functionality and appearance of said facilities. All trash and personal belongings must be removed after use of any Recreational Amenity. The chairs or umbrellas, if any, on the recreation deck should be returned to their original positions/locations to ensure a neat and orderly appearance. All Occupants acknowledge and agree that the Resident Manager may issue rules governing the use of the Recreational Amenities which are not inconsistent with these House Rules.
13. Eating, drinking of beverages (including alcoholic beverages in moderation), and picnicking shall be allowed in the movie theater, private dining, barbeque, pool deck, outdoor seating and designated open lawn areas. The use of hibachis, barbeque grills, and other open-fire cooking equipment is strictly prohibited in all areas of the Project except private lanais and the barbeque area.
14. Anyone violating these rules may be asked by the Resident Manager or a security officer for the Project to leave the area.
15. The guest suites located on Level 5A may be reserved by Residential Unit Owners for use by their overnight guests. A written request to reserve a guest suite must be made to the Resident Manager no less than three (3) business days and no more than sixty (60) calendar days prior to the reservation date. The Board may adopt additional rules regarding the use of and reservations for the guest suites as it reasonably determines necessary in order to provide fair access to all Residential Unit Owners.

#### SECTION XII. INTERACTION WITH COMMERCIAL AREAS

1. Use of the Level 3 pedestrian accessway is provided as a convenience for Occupants to access Ala Moana Center. Occupants and guests should not temporarily park in the commercial stalls on within the Commercial Development (Levels 1, 1M and 2) to enter the Residential Development. Violations could result in towing and loss of access for all Owners.
2. During moves or any use of the Level 1 loading dock, Owners will have the Resident Manager inspect the Level 1 loading dock area and moving path for cleanliness and damages. Owners will reimburse the Association for any damages.

#### SECTION XIII. EXPENSES OF ENFORCEMENT

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

#### SECTION XIV. FINES

1. The violation of the Declaration, the Bylaws, or any of these House Rules by an Occupant shall give the Association, through the Board, the Managing Agent or the Resident Manager, the right, in addition to any other remedies, to levy a fine against the Owner of the Unit of the responsible Occupant. Fines duly imposed but unpaid shall constitute a lien on the Owner's Unit that may be foreclosed upon in like manner as a lien for unpaid assessments to collect the unpaid amount. The Association also has the right to pursue any action to recover a money judgment for any unpaid fines without foreclosing or waiving the lien.
2. The fine for any violation shall be as follows:
  - (A) First offense – written citation with a copy of said citation being sent to the Unit Owner if the offender is not the Unit Owner.
  - (B) Second offense – written citation and \$50.00 fine, which will be assessed against the Unit Owner.
  - (C) Third and subsequent offenses – written citation and \$100.00 fine, which will be assessed against the Unit Owner.

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

3. A fine will be imposed for any second and subsequent violation, even if that violation involves a different provision of the Declaration, the Bylaws, House Rules or other governing document than did the first violation.
4. Any assessment not paid within 15 days after the due date shall be subject to a late charge as may from time-to-time be established in the House Rules.
5. After twelve (12) months, a paid fine shall be removed from an Occupant's record and shall not be used in calculating subsequent violations.
6. The Managing Agent, the Resident Manager and their staff, as agents for the Board, are authorized to issue written citations and levy fines.
7. Appeal of Citations and Fines. The person penalized (herein called the "offender") may appeal the fine or penalty imposed by the Board, the Managing Agent, or the Resident Manager as follows:
  - (A) Notice and Right to Appeal. The Board shall follow all other requirements in Section V.1.G in giving the offender notice of violation and right to appeal. The offender may appeal such penalty within fifteen (15) days after receiving notice thereof in the case of a fine or penalty or sixty (60) days in case of termination of access, services and supplies, by

filing with the Secretary a written notice of appeal and the reasons therefor. The filing of a notice of appeal shall not halt the accrual of any ongoing fines or penalties which are the subject of the appeal. However, the Board may waive or rescind all or part of the aforesaid fines or penalties at the time of the hearing of such appeal.

- (B) Time for Hearing Appeal. All appeals shall be heard at a meeting of the Board within ninety (90) days after the notice of appeal has been filed with the Secretary.
- (C) Procedure. The causes of the fine or penalty shall be reported in writing by the Board, the Managing Agent or the Resident Manager at such meeting, with a statement of the facts on which the fine or penalty was based, a copy of which shall be furnished to the offender at least (10) days before the meeting, at which time a copy thereof shall also be filed with the Secretary. The offender shall then present his or her defense orally or in writing (as reasonably determined by the Board), to which the Board or its designee may reply orally. The offender, or any other person on his or her behalf, may then respond, and the Board or its designee may again speak in response. Thereafter, no further discussions, except among the Board itself, shall be allowed.
- (D) Disposition of Appeal. The Board shall vote as to whether the fine or penalty shall be affirmed. If a majority of those present vote in the affirmative, the fine or penalty shall stand and shall be remitted by the offender in full within seven (7) days of the date of such meeting. If less than a majority of those present vote in the affirmative, then the fine or penalty shall be rescinded. The Board, however, cannot act unless a quorum is present and the meeting is held as provided in the Bylaws.

#### SECTION X. AMENDMENT OF HOUSE RULES

Except to the extent expressly proscribed or limited by the Declaration, the Bylaws or these House Rules, the Board reserves the right to make such other rules or to amend these House Rules from time to time by action of the Board as it deems appropriate to promote the safety, care, and cleanliness of the Project and to ensure the comfort and convenience of all Occupants, so long as such rules are not inconsistent with any applicable laws, ordinances, codes, rules or regulations applicable to the property and/or its management or operation.

CERTIFICATE OF ADOPTION

The Board hereby adopts the foregoing as the House Rules for Park Lane, as of the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**AMX Partners, LLC** for and on behalf of the  
Association of Unit Owners of Park Lane

By: Kahikolu Partners, LLC  
a Delaware limited liability company

By: \_\_\_\_\_

Name:

Its: