

THE COLONY SURF HOUSE RULES

These House Rules have been jointly adopted by the Board of Directors (the "Association Board") of the Association of Apartment Owners of The Colony Surf (the "Association") and by the Board of Directors (the "Co-op Board") of Colony Surf, Ltd. (the "Co-op"). As herein provided, the Co-op Board has delegated authority to the Association Board to enforce and/or amend these House Rules. These House Rules are intended to uniformly effect and apply to all Members of the Association and to all Stockholders of the Co-op, hereinafter collectively referred to as the "Owners", and to all occupants of The Colony Surf (the "Project"), whether such occupants may be Owners, tenants, or guests at the Project (hereinafter sometimes collectively referred to as the "Occupants"), so as to promote harmonious living and maximize enjoyment of the Project, and protect all Occupants of the Project from annoyance or nuisance caused by improper or unreasonable conduct or use of the Apartments and/or the common areas of the Project. Furthermore, these House Rules are intended to ensure a safe, clean, friendly and cooperative environment for the benefit of all Occupants, and to retain maximum value of the property. These House Rules will be uniformly enforced with the understanding that Owners purchased into a first class building and want to maintain first class standards.

The Association Board and the Co-op Board have delegated authority and responsibility of enforcing these House Rules, as the same may be amended from time to time, to W. E. Denison Corporation, the Association's and the Co-op's Managing Agent, to Mr. John D'Angelo, the Building Manager, and to security patrol officers and other staff of The Colony Surf. Employees and all owners of the Colony Surf are directed to report infractions of these House Rules to the Building Manager or the Managing Agent. All Occupants and their guests are bound by these House Rules and by standards of reasonable conduct whether covered by these House Rules or not.

All terms, covenants and conditions set forth in each Apartment Deed and the Declaration and Bylaws of the Association and in each Stockholder's Proprietary Lease from the Co-op are hereby made part of these House Rules.

Occupants are responsible for the conduct of their guests, visitors, employees and tradespersons on the premises of the Project, including their compliance with these House Rules and the Policies that are referenced herein and attached hereto as the same may be hereafter modified or amended from time to time. In the event the Association or the Co-op incurs any expense due to the act, including acts of omissions and negligence, of any Occupant, tenant, guest, contractor or invitee of an Occupant, the Occupant shall be responsible for payment of the expense. This includes all expenses incurred by the Association and/or the Co-op for enforcing the House Rules. If an Owner is unable to cause his or her tenants or guests to conform with the intent and meaning of the provisions hereof, the Owner shall, upon request of the appropriate Board of Directors, or of the Managing Agent, immediately remove such persons from the premises, without compensation from the Association or the Co-op, as the case may be, for lost rentals or any other resulting damage. If requested by the Association Board or the Co-op Board to bring about compliance with the Association or Co-op By-Laws, as the case may be, or with these House Rules, the Owner shall bring an action for summary possession to remove a tenant from the property for violating said Bylaws or House Rules.

The Board of Directors of the Association or the Co-op, as the case may be, shall have the power, by vote of the majority of its members, to fine any apartment owner or stockholder for any conduct in violation of the Association or the Co-op By-Laws in such amount as such majority deems appropriate, and to add such fine to the monthly payment due the Association or the Co-op, as the case may be, from such Owner with the consequences specified in the Association's or the Co-op's By-Laws. In cases of repeated or flagrant violation, the Association's or the Co-op's Board under the terms and conditions specified in its By-Laws may take action leading to, in the case of the Association, the immediate eviction of the Unit Owner and judicial sale of the condominium Unit, or in in the case of the Co-op, the immediate eviction and forfeiture of the specific apartment sublease and nullification of the Co-op Stock.

1. DEFINITIONS

- A. The term "*Association*" refers to the Association of Apartment Owners of The Colony Surf, a Hawaii nonprofit corporation, duly formed under Chapter 514A, Hawaii Revised Statutes, which includes the owners (the "*Apartment Owners*") of the residential condominium units in the Project which are now, or which may hereafter be owned as a condominium unit, and the four (4) commercial apartments now owned as condominium units.
- B. The term "Co-op" refers to the Colony Surf, Ltd., a Hawaii cooperative corporation, which includes the Stockholder/sub-lessees ("*Stockholders*") of residential apartments in the Colony Surf Project that are subleased cooperative apartments, which have not been converted to condominium units.
- C. The term "*Project*" shall mean The Colony Surf project, whose street address is 2895 Kalakaua Avenue, Honolulu, Hawaii, including all of the buildings and apartments 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.
- D. The term "*Apartment*" and/or "*Unit*" shall mean and include each residential apartment located within the Project, as designated and described in the Co-op Articles or in the Association Declaration, or unless otherwise specifically qualified herein. Apartments or Units that are connected remain separate apartments or units for the purposes of these House Rules and all other governing documents of the Association and/or the Co-op.
- E. The term "*Occupant*" or "*Occupants*" and any pronoun used in place thereof shall mean and include any Apartment Owner or Stockholder/sub-lessee of any residential Apartment in the Project, members of the Apartment Owner's or Stockholder/sub-lessee's family, and tenants, licensees, and invitees of said Apartment Owner or said Stockholder/sub-lessee and any other person who may in any manner use the Project.
- F. The term "*Owner*", and any pronoun used in place thereof shall mean and include any Apartment Owner or Stockholder/sub-lessee of an apartment in The Colony Surf.
- G. 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.

2. GENERAL PROVISIONS

- A. Owners are responsible for registering with the Building Manager and for insuring that all their tenants and guests register by completing an Occupant Registration Form, which is available from the Building Manager. All Owners and Occupants are requested to provide the Building Manager with at least twenty-four hours advance notice of arrival, including a parking stall request.
- B. Residents and guests are to wear shirts or beach cover-ups and shoes or slippers in the lobby, including the elevator foyer.
- C. Throwing or dropping objects from windows or hallways is a violation of Hawaii Law and is prohibited by these House Rules.
- D. Occupants will refrain from making any noise that is audible outside one's own apartment after 10 p.m., or before 8 a.m. on weekdays, or before 10 a.m. on Saturdays, Sundays and holidays.
- E. No person shall feed wild birds from any part of the building. Keep windows and shutters closed when apartments are vacant.
- F. The use of charcoal hibachi cookers and similar open-fire devices is prohibited in apartments and anywhere on the Project.
- G. Occupants may not keep their apartment doors open for ventilation and should keep their doors closed and locked at all times.

- H. No commercial, political, charitable, religious or other solicitation or canvassing of any kind will be allowed in the building at any time; except the peaceful and orderly solicitation of proxies or distribution of materials relating to Association matters on the common elements by apartment owners shall be permitted in the lobby during the hours of 8 AM to 6 PM on Mondays through Fridays and 8 AM to Noon on Saturdays.

3. COMMON AREAS

- A. 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.
- B. Smoking, eating and drinking is not permitted in any common areas of the Project including, without limitation, lobby, hallways, elevators, corridors, stairwells, waiting areas, and the parking garage.
- C. No recreational activities are permitted in any portion of the Project. No skateboarding or playing of games in the parking areas or hallways.
- D. 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.
- E. When moving furniture or other large objects, Occupants must reserve a date and time with the Building Manager who will schedule the use of one of the elevators at such times and in such manner as will cause the least inconvenience and disruption to others. Moving hours are from 8:30 a.m. through 5:00 p.m., Monday through Friday, except when the last day of a month falls on a weekend or holiday, in which cases the Building Manager may grant special permission for moving on those days.
- F. Movers shall not pack or unpack containers or furniture in hallways. Packing or unpacking shall be done inside the Apartment or in the parking area. The moving company or contractor shall remove packing materials from the Project. Materials or debris left in the hallways or other common areas may be removed by the Association and the Owner of the Apartment may be charged for the cleaning.
- G. Extensive repairs of a motor vehicle, boat, surfboard, or other equipment is not permitted in the Project.
- H. Keyless access devices are required to enter the building, laundry room and the elevators. Occupants shall not allow strangers to enter the elevator behind them.
- I. No change may be made to any common area without prior specific written approval of the Association's Board.
- J. No sign, symbol, advertisement or lettering may be attached to the outside walls of the building, including windows, doors or lanais, without the written approval of the Association's Board. This includes security alarm signs, which are prohibited.
- K. While Owners are responsible for all necessary repairs and replacement of all apartment windows, doors and window louvers facing the hallways, the building maintenance staff will- clean hallway windows and standard doors. Colony Surf will not be responsible for broken windows, worn paint or any other issues arising from the normal cleaning of the doors and windows facing the hallways. If a door is stained or otherwise has an unusual finish that the Building Manager determines is unsuitable for normal cleaning, the Owner will be responsible for the cleaning, repairs or replacement.
- L. Nothing shall be swept or thrown from an apartment into a common area.
- M. All sidewalks, driveways, stairways, hallways, elevators, and parking areas must be kept clear at all times. No personal property shall be stored in trash rooms or parking stalls. Only licensed motor vehicles are allowed in parking stalls. See ¶7. I. for exceptions relating to surfboards and bikes that have been approved in writing by the Building

Manager. The building staff may dispose of all items left in trash rooms or in parking stalls without the Building Manager's approval.

- N. All deliveries of large items and construction materials are to be made via the "first floor" (second level), from the upper parking deck. Tradespeople are not allowed to use the lobby entrance for deliveries. Vendors, contractors, or tradespersons must register with the Building Manager and receive assigned parking space(s), if available, prior to the start of any work. Contractors and tradespersons are subject to rules and regulations as may be established by the Building Manager.
- O. Elevators shall be operated in such a way as to not cause damage or impair their efficiency. Arrangements are required in advance with the Building Manager for moving or removing household items, furniture, appliances or construction material. The freight elevator is the Mauka elevator (right-hand side when facing the elevators) and will be padded for moving household or construction materials. It should be accessed from the first floor only, not the lobby. Hours for moving household goods either in or out are 8:30 a.m. to 5:00 p.m. Monday through Friday, and not on Saturdays, Sundays, State recognized holidays or during the period beginning with the Wednesday before Thanksgiving through the Sunday following Thanksgiving and from December 24 through January 2.
- P. Surfboards over 7 feet long and all bicycles are prohibited in the elevators.
- Q. No item, other than newspapers, may be left in the hallways for delivery or pickup. Any other item left in a hallway will be removed and discarded, including shoes.

4. USE AND OCCUPANCY OF APARTMENTS; KEYS

- A. With the exception of Apartments "A" through "D", the Apartments shall be occupied and used only as private dwellings by the respective Owners thereof, their tenants, families, domestic servants and social guests and for no other purpose, and any such use or purpose must be in accordance with legal requirements (including zoning and land use requirements), and in no event shall be used as retail or wholesale stores, service shops, light industrial shops nor for any commercial purposes. The Apartments shall also not be used for timesharing; as such term is defined in Hawaii Revised Statutes, Chapter 514E. The Apartments may not be rented or used for transient hotel purposes, which are defined as rental for any period less than thirty (30) days. Subject to the foregoing limitations regarding residential use and to the prohibitions on timesharing and transient or hotel uses, and the exception noted above regarding Apartments "A" through "D," the Owners of the respective Apartments shall have the absolute right to lease such Apartments subject to all provisions of the Declaration, the Bylaws and these House Rules; provided, however, that all leases shall be in writing, signed by the Owner or Owners' representative and the tenant. In addition, the Association (acting through its Board) shall have the right to lease Apartments "A" through "D," or any of them, or any of the Limited Common Elements appurtenant thereto, on terms and conditions determined by the Association, acting through its Board, including the right to designate permitted or restricted uses thereof, including but not limited to commercial purposes.
- B. For security reasons occupants should notify the Building Manager when their apartment is to be unoccupied, even for a short time. They should also furnish a contact person and their phone number.
- C. Each Occupant should leave operable keys to his/her apartment with one or more friends ("key buddies") in the building or elsewhere in Honolulu (preferably in the building), for use in case access to the apartment is required in emergency situations. The Building Manager should be advised of the name, address, and telephone numbers of each "key buddy."

- D. Residents may leave apartment keys with the Building Manager but with no other Colony Surf employee and only under the terms and conditions of the "**Colony Surf Duplicate Key Program Policies and Procedures**," as attached hereto.
- E. Lock boxes affixed or connected in any way to common elements of the building are not permitted.

5. SALE, RENTAL AND TRANSFER OF APARTMENTS

- A. For Co-op apartment transfers, an information sheet titled "Procedures for Apartment Transfers" is available from the Managing Agent. Co-op apartment transfers and hypothecations require the Consent of Colony Surf, Ltd., using forms approved by the Board of Directors. See attached **PROCEDURES FOR SALE, ASSIGNMENT, TRANSFER OR HYPOTHECATION OF APARTMENT UNIT PROPRIETARY SUBLEASE AND ACCOMPANYING STOCK CERTIFICATE**.
- B. Notwithstanding any provision to the contrary in any apartment deed or any apartment proprietary sublease, the rights of the Owners regarding use and occupancy, including the right to rent, lease, assign, or otherwise transfer their apartments to third persons, is subject to the Articles, By-Laws, of the Co-op and the Declaration and Bylaws of the Association, and these House Rules.
- C. Minimum rental period for an apartment in the Colony Surf is thirty (30) days. Rentals for periods of less than thirty (30) days, even if the apartment is not rented again within a given 30-day period, are prohibited.
- D. No Colony Surf employee may handle for profit, any transaction involving sales or rentals of apartments in the Project.
- E. Owners who are not residents of Oahu and who rent their Apartments are required under Chapter 521-43 H.R.S. to designate an agent who is a resident of Oahu. Such agent shall have the full authority to act on behalf of the Owner with respect to the Apartment and/or tenants therein in Owner's absence. The Owner shall notify the Building Manager in writing of the name, address and telephone number of Owner's agent. Colony Surf employees are prohibited from acting as agents, contacts or representatives for owners or agents in connection with apartment rentals. The Building Manager may not be designated or act as an Owner's agent.
- F. Colony Surf only permits Broker's Open Houses, which may be held on the first and third Wednesday of each month. No public open houses are permitted. See Building Manager for Broker's Open House Policy details.

6. CONSTRUCTION, REPAIRS AND ALTERATIONS

- A. No Owner shall, without the prior written approval and consent of the Association Board, place or permit the attachment, hanging, projection or protrusion of any object, garments or materials of any kind from the roofs, exterior walls, windows or doors of the Apartments, or the placement of any other matter or decoration within or without the Apartment which shall be visible from the exterior of the Project, nor shall any Owner change or alter any of the exterior glass windows, in any way, nor shall any Owner change the exterior appearance of the Project in any manner provided that nothing in the Section shall prohibit the Association Board from authorizing, by lease or grant of rights, such placement or permission regarding Apartments "A" through "D," or any Limited Common Elements appurtenant thereto.
- B. Each Owner from time to time and at all times shall perform promptly all repair, maintenance and alteration work within such Owner's Apartment the omission of which, as determined by the Association Board, would adversely affect any Common Element, any other Apartment, or the exterior appearance of the Project and shall be responsible for all loss and damage caused by his failure to do so.

- C. Each Owner shall be responsible for repairing and maintaining, at the Owner's expense, the following:
- (1) The interior of the Owner's Apartment, including the surfaces of the walls, floors, and ceilings, doors, door locks, sliding closet doors, lanai doors (if any) and the surface of the walls, floors and ceilings of the Apartment's lanai (if any);
 - (2) The water lines, faucets, wall stop valves, shower valves, toilets, connections to the water supply lines for the Apartment, and other plumbing of any kind within the Owner's Apartment;
 - (3) Clogs in the lateral drain line serving the Owner's Apartment;
 - (4) The wiring serving the Owner's Apartment from and including the electrical fuse/breaker box to the outlets, lights, switches, range, and other electrical installations and fixtures of any kind, together with any telephone, cable television and other wiring or cables of any kind;
 - (5) The doors, windows, window panes, and window frames of the Owner's Apartment.
- D. All repairs of internal installations within each Apartment such as water, light, gas, power, sewage, telephone, sanitation, doors, interior windows, lamps, ventilation fans, and air conditioning (if any) and all other appliances, equipment, fixtures, plumbing and accessories belonging to such Apartment, including interior walls and partitions and the inner decorated finished surfaces of the perimeter walls, floors, and ceilings of such Apartment shall be at the Owner's expense.
- E. Repair, maintenance, and alteration work may be performed by unlicensed contractors to the extent permitted by law, provided that any repair maintenance or alteration work which may affect the Common Elements in a material way shall be performed by a licensed contractor.
- F. Every Owner shall reimburse the Association for any expenditures incurred in repairing damage to, or in preventing or attempting to prevent damage to the Common Elements or to furniture, furnishings, or other property of the Association or any other Owner damaged or lost through the fault of such Owner or the person using the Project under him, and such Owner shall give prompt notice to the Building Manager of any such damage, loss, or other defect when discovered.
- G. Owners are required and responsible for obtaining prior written approval for any construction or additions, including installation of major appliances, in a Colony Surf apartment. The Boards of the Association and the Co-op have prepared uniform GUIDELINES FOR CONSTRUCTION, REMODELING & MAINTENANCE to assist Owners to obtain Board approval from the Managing Agent. The Board's approval is not required for apartment maintenance work (such as painting and carpet cleaning) however workman/contractors performing such work are required to coordinate parking and any use of the common areas with the Building Manager prior to start of work. Copies of plans for construction or additions and any required Building Permit(s) issued by the City and County of Honolulu must be submitted to the Managing Agent and approved by the Managing Agent in writing prior to any work.
- H. After receipt of written approval of any project, notice must be given to the Building Manager at least 24 hours before the start of construction or repairs.
- I. Work hours for construction or repairs are between the hours of 8:30 a.m. and 5 p.m. Monday through Friday. See Construction Guidelines for Holiday Black-out Periods. Except in cases of emergency, no exception will be made.
- J. All electrical additions or renovations (including major appliances, etc.) must be approved by the Project's electrical consultant: Douglas Engineering, 55 Merchant Street, Honolulu, HI 96813; Phone: 524-2434 or such other electrical consultant who may hereafter be

designated by the Managing Agent. Any costs for the engineering services must be paid by the requesting owner.

- K. Plumbing or electrical repairs or construction involving interrupting water or electrical service to apartments other than the one under construction must be scheduled with the Building Manager more than 48 hours in advance. Shutoff will require an advance payment of \$150.
- L. No building materials or residue of any kind shall be left in the halls, and no building materials of any kind may be disposed of down the trash chute or in the waste bins in the basement.
- N. Exterior awnings are not permitted, except for Commercial Apartments. Anything visible from outside the building, including but not limited to doors, shutters and shades, shall conform to the building standards. No items may be placed outside of the apartment windows or on the window ledges.
- O. Owners having work done while they are not present must designate someone to be responsible for overseeing the work and must notify the Building Manager more than 48 hours prior to the start of work of the name, phone number, and address of the person to whom responsibility has been designated.

7. PARKING

- A. All Colony Surf parking stalls are limited common elements, appurtenant to Commercial Apartment D, which is owned by the Association.
- B. No apartment has direct ownership of any parking stall nor is any apartment entitled to the exclusive use of any parking stall.
- C. The Association's Board of Directors, acting through the Building Manager, is responsible for assigning the use of the parking stalls.

POLICIES & GUIDELINES

- A. All parking on the Colony Surf premises is reserved for Colony Surf owners, occupants, tenants and guests using the facilities according to these policies and guidelines. Any vehicles parked on the premises not in compliance with these policies and guidelines may be towed from the premises at the vehicle owner's/operator's expense.
- B. Vehicle parking stalls are assigned to occupants of specific apartments, for exclusive use by occupants or guests of the apartment. Use of the parking stalls may not be sub-assigned by assignees to other apartments or individuals with or without monetary consideration.
- C. Vehicle parking stall assignments authorize the use of parking stalls only for properly licensed motor vehicles. Vehicles using the stalls must display a valid current registration and safety check. No boats, trailers or jet skis may be placed in the parking stalls. No personal property may be kept in parking stalls, except that storage lockers authorized and approved by the Building Manager may be kept in certain parking stalls located on the lower parking level. The building staff may remove and dispose of any unauthorized items left in parking stalls overnight.
- D. In addition to vehicle parking stall assignments, the Building Manager may assign use of parking stalls for bike and surfboard storage together with the parking of vehicles. Authorization to use parking stalls for bike or surfboard storage is separate and distinct from vehicle parking assignments and requires specific approval from the Building Manager.
- E. Owners of vehicles parked on the premises while the vehicle owner is not in residence must leave keys to the vehicle with the Building Manager or a Colony Surf resident whose identity is provided to the Building Manager.

- F. VEHICLES PARKED ON THE COLONY SURF PROPERTY ARE PARKED AT THE VEHICLE OWNER'S SOLE RISK. The Association, the Co-op, their respective Boards of Directors, Members or Stockholders, the Managing Agent or the Building Manager, assume no responsibility for theft or damage to vehicles or property therein.
- G. No vehicles, including bike, motorcycles or motorbikes shall be parked in the driveways, entrances, and exits of the Project. All vehicles are to be parked only in clearly marked parking stalls in accordance with these policies and guidelines.
- H. 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.
- I. All persons shall exercise due caution in parking, loading, or unloading within the parking areas to avoid damage to other Motor Vehicles or property and injury to other persons.
- J. Occupants may be held responsible for cleaning parking stalls assigned to them. Parking stalls are to be maintained 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 in the parking garage and (b) assess the Owner or tenant of the Apartment to which the parking stall is assigned a fee of \$50 or such other amount as the Board of Directors shall determine from time to time, for such cleaning.
- K. Vehicle parking stall assignments are subject to availability. It is possible that all the parking stalls may be assigned and not all apartments may receive a parking stall assignment when requested. The Board of Directors has therefore adopted general priority guidelines for assigning parking stalls. The Building Manager is authorized to assign parking stalls, change assignments and deny parking stall assignment requests while seeking to equitably maximize the use of all parking stalls to benefit the maximum number of apartments.

ASSIGNMENTS

Apartment owners, residents and guests may request a vehicle parking stall assignment by completing and submitting a Parking Assignment Request Form to the Building Manager by personal delivery, mail, e-mail or fax. Parking assignment requests should be communicated to the Building Manager well in advance. The Building Manager will respond to all requests but is only able to provide parking assignments based on the availability of parking stalls at the time.

1. Colony Surf owners and residents with vehicles parked at Colony Surf on a permanent basis, will be assigned 1 stall per apartment, subject to availability.
2. Colony Surf owners and residents with multiple vehicles may request an additional parking stall assignment up to a maximum of 2 parking stalls per apartment subject to availability. Second stall assignments may be cancelled at any time in order to provide an assigned parking stall to another Colony Surf owner and/or temporarily suspended for as long as the Building Manager deems necessary and appropriate to meet parking needs in particular circumstances.
3. Colony Surf owners with vehicles parked at Colony Surf on a permanent basis may request a 2nd parking stall assignment for their qualified tenants. Such requests will be handled on a space available basis and may not always be available. Tenants must be properly registered with the Building Manager.

4. Parking stall assignments are for vehicles on the premises. Assignments will not be given to apartments to "hold" for unspecified users or periods of time. Vacant stalls or stalls not being used by the registered assignee may be reassigned by the Building Manager.
5. Parking assignments may be provided on a space available basis to vendors, contractors, daily guests, real estate agents, employees of residents and others.
6. There are no fees or rental charges for vehicle parking assignments.

VISITOR PARKING:

1. Visitors who are visiting the property for less than four (4) hours may use the Visitor Parking stalls adjacent to the lobby. If the visitor parking stalls are occupied, please see the Building Manager.
2. "Visitors" do not include occupants or owners. Each visitor vehicle is permitted to park in a visitor parking stall for a maximum of four (4) hours between the hours of 6:00 a.m. and 4:00 p.m. daily. Visitors using these stalls must "sign in" with the Building Manager.

RESTAURANT PARKING:

Michel's Restaurant is a tenant of the Association of Apartment Owners of Colony Surf. The Building Manager is authorized to permit Michel's to use parking stalls, to allow double-parking, symphony-style parking and other parking procedures as the Building Manager may deem appropriate to meet reasonable parking requirements.

8. ELECTRIC VEHICLES CHARGING SYSTEM RULES

- A. The Association Board has adopted specific Rules governing the charging of electric vehicles while on The Colony Surf premises. Such "Electric Vehicle Charging System Rules" are available for Colony Surf Occupants from the Building Manager, or from the Managing Agent. The Association Board has reserved its right to modify and amend such Rules from time to time as the Board may deem appropriate. Any and all charging of electric vehicles on The Colony Surf premises shall strictly comply with such Electric Vehicle Charging System Rules.
- B. An Occupant utilizing an electric vehicle charging facility will be responsible for reimbursing the Association for the cost of the electricity used in any such electric vehicle charging process.

9. SWIMMERS

- A. All persons going to and from the beach via common areas shall be properly attired in a manner that will not offend other occupants while on the common areas.
- B. In the lobby and hallways, men must wear shirts and women must wear appropriate "cover-ups" over bathing suits.
- C. Access to the beach is via the "First Floor" level (the floor above the lobby level).
- D. A shower is provided at the bather's entrance. Occupants shall wash and remove all sand from their bodies before entering the Building.
- E. Hawaii Law prohibits the use of alcoholic beverages on the beach.

10. PETS & SERVICE ANIMALS

- A. No livestock, poultry, or other animals whatsoever shall be allowed or kept in any part of the Project, except that Service Animals (as hereinafter defined) and dogs, cats, or other typical household pets ("pets"), such as a guinea pig, a rabbit, fish, or birds may be kept

- by Occupants in their respective Apartments subject to the conditions and restrictions contained herein, but shall not be kept, bred, or used therein for any commercial purpose.
- B. Notwithstanding any provision to the contrary contained herein, certified guide dogs, signal dogs and other such animals assisting handicapped individuals and other service animals shall be permitted on the Project, subject to the following restrictions:
- (1) Service Animals shall not be kept, bred, or used at the Project for any commercial purpose;
 - (2) Service Animals shall be permitted on the common elements (including but not limited to the lobby), provided the Service Animal is on a leash or is carried.
- C. Except for fish, no more than two (2) pets shall be allowed per Unit.
- D. No pet may exceed sixty (60) lbs. in weight. No infant or juvenile pet of a type or breed which, when fully grown, is likely to exceed sixty (60) lbs. in weight, may be kept in the Project. This restriction shall not apply to Service Animals.
- E. 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.
- F. Every Occupant keeping a pet or pets, or a Service Animal shall register each pet/Service Animal with the Building Manager, who shall maintain a register of all pets and Service Animals kept in the Project.
- G. Any pet or Service 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 Association Board or the Building Manager; provided, however, that any such notice given with respect to a Service Animal shall provide that before such animal must be removed, its owner shall have a reasonable time to acquire a replacement Service Animal unless the Board determines that such animal poses an imminent serious threat of physical harm to other Occupants. A tenant of an Owner must obtain the written consent of the Owner to keep a pet or pets in the Apartment. Notwithstanding such consent, a tenant may keep only those types of pets that may be kept by an Owner. Any Occupant who keeps a pet or pets or Service Animal 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 Apartment or another Apartment in the Project subject to these same House Rules. Subject to applicable law, the Association Board may from time to time promulgate such rules and regulations regarding the continued keeping of pets and Service Animals as the circumstances may require or the Association Board may deem advisable.
- H. Each owner of a pet and/or a Service Animal, and the owner of the Apartment in which such pet or Service Animal is kept shall indemnify and hold the Association, the Co-op and their respective Board members, officers, and Owners and harmless from and against any and all claims, liabilities, or damages arising out of the presence of such pet or Service Animal in the Apartment and the Project.
- I. Except when in transit, pets (other than Service Animals) shall not be allowed on any common area. Any pet (other than a Service 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 and Service Animals shall not be allowed to come into contact with persons other than the handlers thereof, except as permitted by such other persons.
- J. Any damage to the Project caused by a pet or a Service Animal shall be the full responsibility of the owner of that pet or Service Animal and the Owner of the Apartment in which that pet or Service Animal is kept, and the costs of repair or replacement shall be specially assessed to such person(s).

- K. Owners of pets and Service Animals shall be responsible for immediately picking up and cleaning up after their pets and Service Animals. Pet/Service Animal waste and trash (sand, litter paper, etc.) shall be wrapped and disposed of with extra care.
- L. Its owner shall remove any pet from the premises that is not controlled or that causes a nuisance.
- M. Upon request of the Building Manager, pet or Service Animal owners will muzzle their animal while in the common areas.

11. NOISE.

- A. Occupants shall comply with quiet hours between 10:00 p.m. and 8:00 a.m. daily.
- B. Occupants shall exercise care in the use of musical instruments, radios, televisions, stereos, amplifiers, etc. that may disturb other Occupants.
- C. Occupants shall refrain from loud conversations or talking on cell phones while in the hallways and adjacent to Apartment windows.

12. WASTE REMOVAL

- A. All waste material shall be securely wrapped or bagged before being placed in the trash chute.
- B. Occupants must make their own arrangements for moving and removing major appliances, large furnishings (including their containers) and all other bulky item pickups. Occupants may not place such items in the common areas or street frontage of the property. Notify the Building Manager of scheduled pickups and deliveries, which must be made via the upper parking level.

13. SEXUAL HARASSMENT AND UNLAWFUL DISCRIMINATION POLICY

The Colony Surf has adopted a SEXUAL HARASSMENT AND UNLAWFUL DISCRIMINATION POLICY, which is available from the Building Manager or Managing Agent. The Colony Surf is committed to providing an environment free from sexual harassment of, and unlawful discrimination against, employees, Owners, tenants, and visitors. For purposes of enforcing the Policy, the Association' Board of Directors shall act on behalf of the Association and the Co-op.

14. HOUSING NON-DISCRIMINATION POLICY STATEMENT

The Colony Surf has adopted a HOUSING NON-DISCRIMINATION POLICY, which is available from the Building Manager or Managing Agent. The Colony Surf is committed to granting reasonable accommodations to its rules, policies, practices, or services when such accommodations may be necessary to afford people with disabilities the equal opportunity to use and enjoy their dwellings or common areas.

THE END