SECTION V

Draft Rules & Regulations of the Association of Unit Owners of Ālia at 888 Ala Moana, as may be amended

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RULES AND REGULATIONS OF THE ASSOCIATION OF UNIT OWNERS OF ĀLIA AT 888 ALA MOANA
(House Rules)

These House Rules have been duly adopted by Developer, acting for and on behalf of the initial Association of Unit Owners of Ālia at 888 Ala Moana (the "**Association**") in accordance with Article V, Section 7 of the Bylaws of the Association of Unit Owners of Ālia at 888 Ala Moana, 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 Ālia at 888 Ala Moana condominium project (the "**Project**") and to protect all Occupants (as such term is defined below) of the Units in the Project from annoyance or nuisance caused by improper or unreasonable conduct or use of the Units and of 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 value in the property. These House Rules will be enforced under the understanding that Owners purchased into a first-class condominium project and want to maintain the level of quality and service set forth in the Declaration of Condominium Property Regime of Ālia at 888 Ala Moana, as the same may be amended from time to time (the "**Declaration**").

The responsibility for enforcement of these House Rules may be delegated to the Managing Agent, the Resident Manager, and/or the Site Manager for the Project by the Board of Directors of the Association (the "**Board**") (for the purposes of these House Rules, the Managing Agent, Resident Manager, or Site Manager so appointed will be referred to as the "**Managing Agent**"). All Owners and Occupants shall strictly comply with these House Rules and the covenants, conditions, and restrictions, set forth in 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. All capitalized terms not defined herein shall have the meanings assigned to them in the Declaration or Bylaws.

It is the responsibility of an Owner to provide a copy of these House Rules to any tenant of such Owner's Unit and to advise said tenant that these House Rules apply to the tenant with the same force and effect as to the Owner. These House Rules are intended to apply only to the conduct of Owners, Occupants and Guests of Residential Units, and shall not apply to owners, occupants and guests of the Commercial Unit(s).

<u>SECTION I. DEFINITIONS</u>

1. The term "Residential Unit" or "Unit" shall mean and include each Residential Unit located within the Project, as designated and described in the Declaration.

2. The term "Motor Vehicle" shall mean and include any vehicle powered by battery, engine, or motor, including, but not limited to, automobiles, motorcycles, mopeds, and motor scooters.

3. The term "Premises" shall mean the Common Elements, the Residential Limited Common Elements, the Residential Unit Limited Common Elements, the Residential Units, and all other improvements, equipment, apparatus, fixtures, and articles placed or installed in or within such areas.

4. The term "Occupant" or "Occupants" and any pronoun used in place thereof shall mean and include any Owner of a Residential Unit, members of any such Owner's family residing in a Residential Unit, and tenants of any Residential Unit.

5. The term "Guest" or "Guests" shall mean and include any guest, licensee, and/or invitee of an Occupant.

6. The term "Recreational Amenities" shall mean those facilities located on Level 1 and the Recreational Deck, located on Level 6, offered for use by Occupants and Guests of the Residential Units.

7. The term "smoking" means inhaling, exhaling, burning, or carrying any lighted or heated cigarette, cigar, or pipe, or any other lighted or heated tobacco, marijuana, or plant product intended for inhalation. "Smoking" also includes the use of an electronic smoking device, including, but not limited to, any device that can be used to deliver aerosolized or vaporized nicotine or THC to the person inhaling the device, such as e-cigarettes, e-cigars, e-pipes, vape pens, or e-hookahs.

SECTION II. THE UNITS

1. Owners of Units are responsible for registering all of the Occupants residing in their Units with the Managing Agent, prior to their moving into the Units. Registration of Occupants shall include (a) filling out a Resident Registration Card to include: full name, telephone numbers, and emergency contact; (b) signing the House Rules Acknowledgment and Agreement statement for all Occupants over the age of eighteen (18); and (c) providing the name, address, and telephone number of the rental agent, if applicable. All Guests who plan to stay seven (7) days or longer must be registered with the Managing Agent by an Occupant over the age of eighteen (18).

2. Owners are ultimately and legally responsible for the conduct of all Occupants and Guests of their Unit(s) and at all times shall ensure that their Occupants' and/or Guests' behavior is neither offensive to any other Occupant or Guest nor damaging to any portion of the Premises. All Occupants and Guests shall adhere to these House Rules. No illegal activity shall be conducted on the Premises.

3. Each Occupant shall at all times keep the Occupant's Unit in good order and condition and observe and perform to all laws, ordinances, rules, and regulations applicable to the use of the Project and the Occupant's Unit now or hereafter made by any governmental authority or the Board.

4. Each Owner shall, or if the Owner is not the Occupant, the Owner shall cause the Owner's Occupant to, maintain the Unit's air conditioning system pursuant to the manufacturer's instructions and/or recommendations, including changing filters as needed to maximize efficiency.

5. Each Owner shall, or if the Owner is not the Occupant, the Owner shall cause the Owner's Occupant to, maintain all electrical, mechanical, and plumbing components of the Unit and the improvements therein in strict accordance with all applicable maintenance requirements, operating standards, and guidelines (a) of or promulgated by any governmental agency, (b) set forth in any manufacturer's or supplier's operating manuals or maintenance and care documents for said fixtures and equipment, and (c) as may be set forth from time to time in the Condominium Documents (as defined herein below) and shall immediately report any leak, defect, and/or malfunction of the same to the Managing Agent.

6. If any children under the age of eleven (11) years old reside in the Unit, then the Occupant shall install child safety guards on any window or door that opens to the outside.

7. No Occupant or Guest shall make or suffer any strip or waste or unlawful, improper, or offensive use of a Unit.

8. Tampering with any fire related device located within a Unit is strictly prohibited, including, without limitation, the hanging of objects from any sprinkler device.

9. The entry door to a Unit shall only be opened while entering or exiting the Unit and shall not otherwise remain or be propped open for any reason, including, without limitation, ventilation while cooking.

10. No clothes, towels, garments, rugs, or other objects shall be hung on clotheslines or from any lanai railings or walls, entries, doorways, windows, or facades of the Units in such a manner as to be in view of persons outside the building. No shoes, flip-flops, slippers, sandals, dry cleaning, floor mats, or other objects shall be allowed to remain in the front entrance or hallway of any Unit.

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11. Lanais shall not be used for storage of any items whatsoever. Combustible materials, including furniture that is not fire-retardant, and items that are higher than the lanai railing are prohibited on any lanai. Owners are prohibited from installing any type of carpet, tiling, or any other covering on lanai floors.

12. No rugs, draperies, or other objects shall be dusted, beaten, or shaken from the windows or on/in the lanais, entries, stairways, and hallways of the Project. When cleaning a lanai, the Occupant shall not cause or otherwise allow water to drain off, or out of the weep hole (if any) of, the lanai. Dust, rubbish, or litter shall not be swept or thrown from any Unit into the hallways or any exterior part of the Project and nothing shall be dropped or thrown from any window, door, or lanai. No lights may be hung or displayed in windows or on lanai railings including, without limitation, holiday decorations.

13. All plants kept on lanais must have a drainage drip tray underneath to prevent any water washing or dripping over the lanai edge to the lanai(s) below. Any plants or other articles which, in the opinion of the Board, are unsightly or hazardous shall be removed and kept off the lanais at the request of the Board. Plants that protrude over the lanai railing or block the railing or view shall be prohibited.

14. Draperies, curtains, shades, or any other window coverings (collectively, "**Window Coverings**") that are visible from the exterior of the building must be in good condition and have a backing (visible from the exterior of the building) that shall not show any color other than white or a neutral, light earth tone shade, so as not to alter the uniform appearance of the building. Window Coverings shall not be installed directly onto the ceiling slab, into a window frame, or in any other way that may void the warranty for the window system. Additionally, no hole shall be drilled or made within the top ten (10) inches of any Unit wall. Prior to the installation of any Window Covering, the plans and specifications for the installation thereof, including, without limitation, the installation method to be used so as to maintain the window system warranty, shall be provided to the Managing Agent for written approval regarding compliance with all of the foregoing.

15. Reflective material shall not be placed on any window, and no tint shall be placed on any window without the prior written approval of the Board.

16. 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.

17. Valet and shopping carts, if provided at the Project, are the property of the Association. Such carts shall not be left in the hallways, and, after use, must be immediately returned to the designated area. Under no circumstance may such carts be taken beyond the building.

18. Smoking within any Unit is prohibited.

SECTION III. COMMON AREAS

1. No Occupant or Guest 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 such common areas.

2. Except as otherwise specifically provided in these House Rules, eating, drinking, and smoking are not permitted in any common area of the Project including, without limitation, lobbies, hallways, elevators, corridors, stairwells, waiting areas, the Recreational Deck, and the Parking Structure. Smoking shall be permitted within designated smoking areas. Additionally, smoking is not permitted in any Limited Common Element appurtenant to a Unit, including, without limitation, the lanai appurtenant to any Unit.

3. No recreational activities shall be permitted in any portion of the Project except in those areas expressly designated for such activities.

4. No Occupant or Guest 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.

5. When moving furniture or other large objects in or out of a Unit or through the common areas, Occupants must reserve a date and time with the Managing Agent, who will schedule the use of one of the loading docks, stalls, and/or elevators at such times and in such manner as will cause the least inconvenience and disruption to others. Occupants shall use and/or install temporary protection for the floors and walls of the common areas of the floor on which their Unit is located. Moving hours are from 8:00 a.m. through 4:30 p.m. on Mondays through Saturdays. During such moves and/or use of a loading stall, the Managing Agent may inspect the loading stall(s) area and moving path for cleanliness and damages. An Owner shall be responsible for the cost to repair any damage to the loading stalls caused by the Owner or other Occupant of the responsible Owner's Unit.

6. Movers shall not pack or unpack containers or furniture in hallways. Packing or unpacking shall be done inside the Unit or in the loading stall(s). The moving company shall remove packing materials from the Premises.

7. Extensive repairs of a Motor Vehicle, surfboard, or other equipment shall not be permitted on the Premises.

8. Keyless access devices are required to access the residential elevators. Occupants shall not allow strangers to enter the elevator behind them and shall not allow Guests to take keyless devices for access. Occupants shall accompany their Guests at all times. Lost access devices shall be immediately reported to the Managing Agent so that said device may be deactivated.

9. No Occupant or Guest shall harm, damage, litter in, cut, prune, plant in, dig, uproot, take, remove, or in any way alter any of the landscaping and/or decorative water features (if any) that are part of the Common Elements, including Limited Common Elements; or plant, put, place, store, maintain, or affix any plants, planters, statues, water features, or objects of any kind upon or in any portion of said landscaping and/or decorative water features (if any). No climbing or playing in any of the landscaping and/or decorative water features (if any) is permitted.

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 outside of the trash chutes, trash rooms, and other disposal facilities provided for such purpose.

2. All garbage must be wrapped or bagged before being placed in the trash chutes and shall not exceed the maximum size as detailed by the Managing Agent. Cardboard and/or cardboard boxes shall not be placed in any trash chute.

3. All items suitable for recycling shall be placed in the designated recycle bin(s). All cardboard cartons must be flattened before placement in the bin(s). If the bin(s) is/are full, the Managing Agent should be contacted immediately for assistance. Trash chutes, containers, and/or receptacles located on Levels 2 through 39 are for household refuse, garbage, and/or trash only. Any large or bulky items shall be hauled away by the Occupant upon coordinating with the Managing Agent.

SECTION V. PARKING

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

2. No Occupant shall use any parking stall located in the Parking Structure other than the parking stall(s) that is/are appurtenant 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, and as otherwise duly authorized by the Managing Agent.

3. No Motor Vehicles shall be parked and no items placed in the driveways, entrances, and exits of the Project and in any areas marked as "no parking" areas.

4. Motor Vehicles should be centered in parking stalls so as to prevent crowding of adjacent stalls and/or blocking of passages. The number of Motor Vehicles parked in a parking stall at one time shall not exceed the stall size. 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 driving, parking, loading, or unloading within the parking areas to avoid damage to other Motor Vehicles or property and injury to other persons. The speed limit in the Parking Structure shall be five (5) miles per hour, which limit shall be observed at all times.

6. The parking areas shall not be used for playing, exercising, or loitering.

7. Violators of the parking regulations set forth in this Section V may have their vehicles towed away or items removed 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 Guest of an Occupant, the Occupant and/or responsible Owner shall be held liable for payment of any fines or related charges not paid by the violator.

8. All Guests must register by filling in information required on the sign-in sheet provided by the Managing Agent or security personnel on duty. 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. Guests' vehicles are 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 Managing Agent an overnight parking pass for such Guest. A fee may be assessed for overnight guest parking. While utilizing a guest parking stall, a Guest must be physically on the Project grounds and visiting an Occupant.

9. No personal property other than bicycles and Motor Vehicles shall be stored in or on any parking stall.

10. No boats, jet skis, recreational vehicles (also known as RVs), or all-terrain vehicles (also known as ATVs) shall be parked in any parking stalls or stored anywhere on the Premises. Bicycles may only be stored in designated areas and as set forth Section V.9, above.

11. All Motor Vehicles must be equipped with a muffler in good working order. Motor Vehicles that emit an unreasonably loud noise may be prohibited from entering the Parking Structure.

12. The washing of a Motor Vehicle in a parking stall is prohibited.

13. Occupants shall be responsible for maintaining their respective parking stalls in a clean condition, free from oil drips or other discharge from their Motor Vehicles. From time to time and upon giving

prior written notice and an opportunity to cure, the Association may (a) clean any parking stall in the Parking Structure and (b) assess the Occupant of the Unit to which the parking stall is appurtenant a fee of one hundred dollars ($100.00) for such cleaning.

14. Motor Vehicles that pose a safety hazard to the Project or the persons therein may be removed at the expense of the owner thereof and/or the responsible Occupant or Owner.

15. Motor Vehicles shall be duly registered and/or licensed as required by applicable law, and Occupants shall register their Motor Vehicles with the office of the Managing Agent.

16. Certain stalls in the Parking Structure may be improved with an electric vehicle charging station, for use by Occupants and Guests, subject to the rules and regulations adopted by the Board pertaining to such things as the length of time any one person may park in such a stall and payment for use of the charging station.

17. The Association and Managing Agent are not responsible for any theft from and/or damage to a Motor Vehicle parked in the Parking Structure.

SECTION VI. PETS

1. No livestock, poultry, or other animals whatsoever shall be allowed or kept in any part of the Project, except that dogs, cats, or other typical household pets (each a "**pet**"), such as 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 two (2) pets shall be allowed per Residential Unit.

   (B) No pet may exceed eighty (80) lbs. in weight. No infant or juvenile pet of any 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 defined as a "pest" under Hawaii Revised Statutes ("**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 Managing Agent, who shall maintain a register of all pets kept in the Project. Dogs, cats, and other similar pets shall wear an identification tag containing the name and contact information of the Occupant.

   (E) No pet is permitted on the Recreational Deck and Recreational Amenities except in areas specifically designated for such pet.

2. Notwithstanding any provision to the contrary contained herein, animals specially trained to assist disabled individuals (hereinafter referred to as "**service animals**") or animals required by a physician in writing necessary for emotional support shall be permitted at the Project subject to the following restrictions:

   (A) Such service animals and emotional support animals shall not be kept, bred, or used at the Project for any commercial purpose; and

   (B) Such service animals and emotional support animals shall be permitted on the Common Elements (including, but not limited to, the Recreational Deck and Recreational Amenities) provided the animal is on a leash.

3. Any pet or service animal or emotional support animal causing a nuisance or unreasonable disturbance to any Occupant or Guest, or that is involved in contact with any Occupant, Guest, or other pet in which injury occurs, shall be permanently removed from the Project promptly upon

notice given by the Board or the Managing Agent; provided, however, that any such notice given with respect to a service animal or emotional support animal shall provide that before such animal must be removed, its owner shall have a reasonable time to acquire a replacement animal unless the Board determines that such animal poses an imminent serious threat of physical harm to other Occupants or Guests. A tenant of an Owner must obtain the written consent of the 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 pursuant to these House Rules. Any Occupant who keeps a pet or pets pursuant to these House Rules may, upon the death of the pet, replace the pet 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, service animals, and emotional support animals as the circumstances may require or the Board may deem advisable.

4. 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.

5. Except when in transit or using the dog park on Level 6 or the archaeological preserve area on Level 1, pets (other than service animals and emotional support animals) shall not be allowed on any common area. Any pet (including a service animal or emotional support 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 handlers thereof, or other pets, except as permitted by such persons or the owners of the other pet(s).

6. Any damage to the Premises 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).

7. 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 and disposed of with extra care.

8. Owners of dogs (other than service dogs or emotional support dogs) shall be assessed a special annual fee of $150.00 per dog to defray the additional costs resulting from the presence of such dogs in the Project and incurred by the Association in properly cleaning and maintaining the Common Elements of the Project.

SECTION VII. NOISE

1. Occupants and Guests shall exercise care in the use of musical instruments, radios, televisions, stereos, amplifiers, etc. that may disturb other Occupants and Guests.

2. Occupants and Guests shall maintain quiet between 9:00 p.m. and 6:00 a.m. on weekdays (Sunday through Thursday nights) and 11:00 p.m. and 7:00 a.m. on weekends (Friday and Saturday nights).

SECTION VIII. BUILDING MODIFICATIONS

1. No structural changes of any type, including, without limitation, penetration of the ceiling or floor, 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, flags, or lettering shall be inscribed or exposed on any part of the Units or Common Elements appurtenant thereto, nor shall anything be projected out of any window or door or off any lanai of any Unit, nor shall anything, including, without limitation, doorbells, be attached or placed on the exterior of a Unit or lanai, without the prior written 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, or other equipment, or appurtenances whatsoever on the exterior of the Project or protruding through the walls, windows, or roof of the Project, except an antennae installed in accordance with any policy governing such antennas established by the Board or in accordance with any restrictions and/or instructions pertaining to such antennas provide by the Board.

4. No Occupant shall decorate the entry door of his/her Unit, and no Occupant shall decorate 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. An Occupant 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 as may be adopted by the Board from time to time. A key must be provided to the Managing Agent for emergency purposes.

6. No window guards, except for the window limit stop installed by Developer, or other window decorations shall be used in or about any Unit, unless otherwise required by applicable law and as approved by the Board. Notwithstanding the foregoing, each Occupant shall notify the Managing Agent in writing when a child or children under the age of eleven years lives or resides (even temporarily) in the Unit. Each such Occupant shall install, at such Occupant's expense, the required window guards in all windows of the Unit. The Occupant shall maintain all window guards and window limit stops installed in the Unit and shall not remove the same until permitted by applicable law and in any event, without full knowledge of the Managing Agent.

SECTION IX. INTERIOR UNIT MODIFICATIONS / CONSTRUCTION WORK

1. Interior Unit Modifications. No alterations, modifications, or changes to a Unit shall be made or permitted except as permitted by, and in accordance with, the provisions of the Declaration and the Bylaws. In particular, in the event that an Owner chooses to replace flooring originally installed by Developer with carpet, stone, tile, wood, laminate, or other material, the alterations are required to meet the acoustical requirements for flooring. Minimum IIC and STC acoustic standards for the transference of sound through the slab to the Unit below and through walls to adjacent Units, as required by the Declaration, need to be met and documented.

2. Hours of Work. Construction activity related to interior alterations, modifications, or changes to any 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 limited on-site guest 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 Managing Agent for on-site parking in certain designated stalls or areas. If on-site parking is provided and any contractors, their workers, or subcontractors park in stalls or areas which were not specifically cleared through the Managing Agent, such vehicles may be towed at the expense of such contractor, worker, or subcontractor. Contractors may also arrange through the Managing Agent for temporary parking to load and/or unload materials and/or equipment.

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(s) working on a Unit. No accumulation of trash or other debris from the construction activity within a 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, rooms, containers, or receptacles of the Project for disposal of construction trash or debris or hazardous materials is strictly prohibited. The Owner and/or contractor shall arrange for removal of all such construction trash, debris, and other materials from the Premises without use of the Project's trash chutes, rooms, 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, debris, or other materials and/or to bar the offending contractor from entering onto the Premises until satisfactory arrangements are made to remove such construction trash, debris, or other materials and reasonable assurances are provided to the Association that such violation will not re-occur.

SECTION X. GENERAL

1. Occupants shall at all times keep all storage areas, including, without limitation, any storage rooms or storage lockers, and their contents pest- and odor-free and in clean, sanitary, and good order and condition and observe and perform to all laws, ordinances, rules, and regulations applicable to the use of the Project and said storage areas now or hereafter made by any governmental authority or the Board. Food and other materials likely to attract insects and/or vermin may not be kept in storage areas. Storage areas may be subject to periodic spraying, fumigation, and other pest-control measures by the Association.

2. No Occupant or Guest shall make or suffer any strip or waste or unlawful, improper, or offensive use of a storage area, including, without limitation, any storage room or storage locker.

3. Nothing shall be allowed, done, or kept in any storage area, including, without limitation, any storage room or storage locker, that would overload or impair the structure of the storage area.

4. No Occupant shall use or permit to be brought into or stored in the building, including, without limitation, common areas, including, but not limited to, any storage rooms or storage lockers, any inflammable or combustible substances such as gasoline, propane, turpentine, kerosene, gunpowder, fireworks, or other explosives and highly flammable material or anything deemed highly dangerous or hazardous to life, limb, or property.

5. Owners shall observe and adhere to these House Rules and ensure that all Occupants and Guests adhere to these House Rules. Owners are responsible at all times for the reasonable conduct and decorum of their family members, tenants, and Guests on the Premises.

6. Damage to the building or common areas caused by any Occupant or Guest shall be the responsibility of the Owner who, or whose Occupant or Guest, caused said damage and such damage shall be repaired at the expense of the responsible Owner.

7. Surfboards over seven (7) feet long and bicycles are not permitted in the interior of the building. All such surfboards and bicycles must be registered with the Managing Agent's office and stored in designated storage areas or as otherwise permitted herein.

8. Waterbeds of any nature are prohibited in the Project.

9. Feeding of non-captive birds on lanais or of any animals on any common area is prohibited.

10. Climbing of walls, trees, fences, and other Common Elements other than the Recreational Amenities expressly designed for climbing is prohibited.

11. Use of fireworks of any kind anywhere on the Premises is prohibited.

12. No one other than the building staff and the Board, and their representatives, may at any time or for any reason whatsoever enter upon or attempt to enter into/on any mechanical room, utility room, workshop area, or the rooftops, with the exception of the proper use of the Recreational Amenities.

13. Notwithstanding any provision to the contrary contained in these House Rules, Owners are ultimately and legally responsible for the conduct of their Occupant(s) and Guest(s) and for their use of the Recreational Amenities and common areas of the Project, and at all times shall ensure that their Occupants' and/or Guests' behavior is neither offensive to any other Occupant or Guest of the building nor damaging to any portion of the Common Elements.

SECTION XI RECREATIONAL DECK AND RECREATIONAL AMENITIES

1. Unless otherwise stated below, the Recreational Amenities may be used between the hours of 8:00 a.m. and 10:00 p.m. daily.

2. The family swimming pool and spa may be used between the hours of 6:00 a.m. and 10:00 p.m. daily.

3. The adult swimming pool shall be open from 6:00 a.m. to 9:00 a.m. for lap swimming for Occupants and/or Guests twelve (12) years and older. From 9:00 a.m. to 10:00 p.m., the adult swimming pool shall only be open to Occupants and Guests over the age of eighteen (18).

4. The fitness center may be used 24 hours a day.

5. Swimming is permitted only in appropriate bathing attire. Nude sunbathing is prohibited.

6. There is no lifeguard on duty at the swimming pool or hot tub. Therefore, anyone using the swimming pool or hot tub does so at his/her own risk and is fully responsible for his/her own safety. Parents or a responsible adult are responsible for their children's safety on the Recreational Deck and common areas.

7. All suntan oil, dirt, and other such materials must be removed before entering the swimming pool or hot tub. Persons having open sores and wounds or communicable diseases are not allowed in the swimming pool or hot tub. Spitting, urinating, and blowing one's nose in the swimming pool or hot tub are strictly prohibited. Splashing of water other than that accompanying normal swimming is not permitted. Running, jumping off walls, and horseplay are not permitted in/on the Recreational Deck and Recreational Amenities.

8. The introduction of sand, rocks, or other foregoing matter in the swimming pool or hot tub is strictly prohibited and will result in immediate eviction therefrom.

9. Swimmers must dry themselves before leaving the swimming pool area.

10. No glass items of any kind or similar breakable items shall be permitted on the Recreational Deck or in the Recreational Amenities.

11. Recreational Amenities or portions thereof may be reserved for private parties upon written request to the Managing Agent. 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 Managing Agent. The Board will charge a location fee to be determined by the Managing Agent for large scale (25+ people encompassing all or part of the Recreational Amenities) private events as well as hire, at the Occupants' sole cost and expense, a security guard to remain on the Recreational Amenities for the duration of the event. 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 form is available in the Managing Agent's offices. The written request must be provided to the Managing Agent no less than two (2) business day prior to the scheduled function date.

12. Interior Recreational Amenities may be used until 2:00 a.m. if such use does not disturb other Occupants or Guests.

13. All persons shall comply with the requests of the Managing Agent with respect to matters of personal conduct in and about the Recreational Amenities. The employees of the Managing Agent 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 Occupant acting as host.

14. No animals (except for service animals and emotional support animals as defined above) are allowed in or around the Recreational Amenities.

15. Intoxicated persons are not permitted to use the Recreational Amenities.

16. Children under twelve (12) years of age must be supervised by a responsible adult when using the Recreational Amenities. Infants and toddlers two (2) years old and under are required to wear a swim diaper in the swimming pool and hot tub. If there is a related feces accident in the swimming pool or hot tub, the swimming pool or hot tub in which the accident occurred must be drained, treated, and refilled at the expense of the responsible Owner whose Occupant's child or Guest caused the accident.

17. 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 Amenities. The chairs or umbrellas, if any, in the Recreational Amenities should be returned to their original positions/locations to ensure a neat and orderly appearance. All Occupants acknowledge and agree that the Managing Agent may issue rules governing the use of the Recreational Amenities which are not inconsistent with these House Rules.

18. Eating, drinking of beverages (including alcoholic beverages in moderation), and picnicking may be allowed in designated areas on the Recreational Deck and in the Recreational Amenities. The use of hibachis, barbeques grills, and other open-fire cooking equipment is strictly prohibited in all areas except the barbeque area. All persons using the barbeque areas must clean, and remove all trash and personal belongings from, the areas after use.

19. Children under twelve (12) years of age must be supervised by a responsible adult when using any children's play area.

20. For safety and privacy reasons, children under the age of fifteen (15) must be supervised by a responsible adult when using the fitness center and the equipment located therein.

21. Anyone violating these rules may be asked by the Managing Agent or building staff to leave the area and any reservation associated therewith may be terminated. The Association shall not be liable for any loss related to any such termination of a reservation.

SECTION XII. INTERACTION WITH COMMERCIAL AREAS

1. Occupants and Guests shall not park on Level 1 of the Parking Structure when patronizing a business located within the Commercial Unit, unless in a Limited Common Element parking stall appurtenant to the Occupant's Unit or guest parking stall (as appliable). The foregoing does not apply to loading stalls properly reserved hereunder.

2. Occupants and Guests of Residential Units shall not solicit patrons of the Commercial Unit, the Commercial Unit Limited Common Elements, or the Commercial Limited Common Elements.

SECTION XIII. EXPENSES OF ENFORCEMENT

Every Occupant, or Owner if the Occupant is not an Owner and refuses to comply with this provision, shall pay to the Association promptly on demand all costs and expenses including reasonable attorneys' fees incurred by or on behalf of the Association in enforcing any provision of the Declaration, the Bylaws, or these House Rules against such Occupant or Occupant's Guest.

SECTION XIV. MONETARY FINES FOR DECLARATION, BYLAWS, OR HOUSE RULES VIOLATIONS

1. In addition to any other remedy available to the Association by law or equity, a monetary fine or suspension of access rights to the Recreational Amenities, as stated below, may be imposed against the responsible Owner for each violation of the Declaration, the Bylaws, and/or these House Rules. This fine may be deducted from the responsible Owner's maintenance fee payment. 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 Step - written citation to the offending Occupant, with a copy of said citation being sent to the Owner if the offender is not the Owner.

   (B) Second Step - written citation to the offending Occupant, with a copy being sent to the Owner if the offender is not the Owner. A fine of fifty dollars ($50.00) (per violation) will be assessed against the Owner if the violation that prompted the first written citation is not corrected within thirty (30) calendar days from the delivery or mailing, whichever is first in time, of the first written citation, if there is a second violation of the same provision of the Declaration, the Bylaws, or these House Rules, or if there is a subsequent violation of a different provision of the Declaration, the Bylaws, or these House Rules.

   (C) Third Step - written citation to the offending Occupant, with a copy being sent to the Owner if the offender is not the Owner. A fine of one hundred dollars ($100.00) (per violation) will be assessed against the Owner if the violation that prompted the second written citation is not corrected within thirty (30) calendar days from the delivery or mailing, whichever is first in time, of the second written citation, if there is a third violation of the same provision of the Declaration, the Bylaws, or these House Rules, or if there is a subsequent violation of a different provision of the Declaration, the Bylaws, or these House Rules.

   (D) Fourth Step – written citation (sent Certified and Regular Mail) to the offending Occupant, with a copy being sent Certified and Regular Mail to the Owner if the offender is not the Owner. A fine of two hundred dollars ($200.00) (per violation) will be assessed against the Owner if the violation that prompted the third written citation is not corrected within thirty (30) calendar days from the delivery or mailing, whichever is first in time, of the third written citation, if there is a fourth violation of the same provision of the Declaration, the Bylaws, or these House Rules, or if there is a subsequent violation of a different provision of the Declaration, the Bylaws, or these House Rules. The Association also reserves the right to take appropriate legal action to preclude the continuance of the violation(s).

   (E) Notwithstanding anything to the contrary set forth above, an immediate fine not to exceed two hundred fifty dollars ($250.00) per violation may be assessed against the offending Occupant, with a copy being sent to the Owner if the offender is not the Owner, for any violation that creates a safety hazard to the Project and/or the persons therein and/or results in a non-emergency fire alarm activation within the Project.

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(F) The Managing Agent may, in its discretion, suspend an offending Occupant with multiple citations from accessing the Recreational Amenities of the Project for a reasonable duration, as may be determined by the Managing Agent.

3. Any assessment not paid within fifteen (15) calendar days after the due date shall be subject to a late charge as may from time to time be established by the Board.

4. After twelve (12) months, a paid fine shall be removed from an Occupant's record and shall not be used in calculating subsequent violations.

5. The Managing Agent and its staff, as agents for the Board, are authorized to issue written citations and levy fines.

6. Appeal from Citations and Fines. Any person fined and/or cited ("**appellant**") may appeal from the fine and/or citation imposed by the Board or the Managing Agent as follows:

(A) Notice of Appeal. By delivering to the Managing Agent, within twenty (20) calendar days after the date of delivery or mailing to the appellant, whichever is first in time, of written notice of such fine and/or citation, a written notice of appellant's appeal and the reason(s) therefor. The filing of a notice of appeal shall not halt the accrual of any ongoing fine imposed for the violation, which is the subject of the appeal. However, the Board may waive or rescind all or part of such fine for good cause at the time of the hearing of such appeal.

(B) Time for Hearing Appeal. All appeals shall be heard by the Board either by email, telephone conference call, or at a physical meeting of the Board within ninety (90) calendar days after the notice of appeal has been delivered to the Managing Agent.

(C) Procedure. A statement of the facts on which the fine or citation was based shall be furnished to the appellant at least (10) business days before the hearing. Each appeal will be handled on a case-by-case basis. If a physical meeting is required or requested by the appellant, the appellant and witnesses on the appellant's behalf, if any, may present appellant's defense and supporting evidence. The Board may ask other persons to attend and present testimony, and the Board may consider all relevant testimony, evidence, and information related to the violation.

(D) Disposition of Appeal. The directors of the Board may not act unless a quorum is present. The Board shall vote as to whether the fine, the amount thereof, and/or citation shall be affirmed. If a majority of the directors of the Board present vote in the affirmative, the fine and/or citation shall be upheld and continue in full force and effect. If less than a majority of those directors of the Board present vote in the affirmative, then the fine and/or citation shall thereby be rescinded.

SECTION XV. AMENDMENT OF HOUSE RULES

Except to the extent expressly proscribed or limited by the Declaration, the Bylaws, or these House Rules, the Board, through a majority vote, 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 Premises and to ensure the comfort and convenience of all Occupants and Guests, 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. During the Developer Control Period, the Developer may amend these House Rules in any manner without the joinder, consent, or approval of any other party.

SECTION XVI. COMPLIANCE WITH CONDOMINIUM DOCUMENTS

Notwithstanding anything herein to the contrary, these House Rules shall be subject to the Declaration and the Bylaws (the "**Condominium Documents**"), and in the event of any conflict between these House Rules and the Condominium Documents, the Condominium Documents shall govern and the Board shall make such changes to these House Rules as necessary from time to time to comply with the Condominium Documents.

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CERTIFICATE OF ADOPTION

Developer, acting for and on behalf of the initial Association, hereby adopts the foregoing as the Rules and Regulations of the Association of Unit Owners of Ālia at 888 Ala Moana for and on behalf of the Association this ___ day of _____, 20___.

888 ALIA OWNER, L.P.,
a Delaware limited partnership

By _____
Name:
Its:

"Developer"

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