

PU'UWAI PLACE – PHASE I

RULES AND REGULATIONS

These Rules and Regulations supplement but do not change the obligations of the owners of units in the Pu'uwai Place – Phase I condominium project (the "Project"), and all tenants, family members, invitees and guests of any of the units in the Project and all other persons who shall at any time use the Project, as set forth in the Declaration of Condominium Property Regime of the Project (the "Declaration") and the By-Laws of the Association of Unit Owners of the Project (the "By-Laws"). In the event of any inconsistency, the Declaration and the By-Laws, as the case may be, will prevail. Certain excerpts of the Declaration and the By-Laws related to the use of the Project are attached as Exhibit A to these Rules and Regulations.

The primary purpose of these Rules and Regulations is to protect all unit owners, tenants and guests from annoyance and nuisance caused by improper use of the Project; and also to protect the reputation and desirability of the Project by providing for the maximum enjoyment, comfort and security thereof or therein.

The Board of Directors (the "Board") of the Association of Unit Owners of the Project (the "Association") shall be responsible for enforcing these Rules and Regulations but such responsibility may be delegated to a managing agent (the "Managing Agent") by the Board. All unit owners and other tenants, family members, invitees and guests shall be bound by these Rules and Regulations and by standards of reasonable conduct whether covered by these Rules and Regulations or not.

The Board shall make such other rules and regulations from time to time or amend the following Rules and Regulations as it deems necessary or desirable.

A. USE.

1. Use of Units. The units shall be occupied and used by the respective owners thereof, their tenants and such owners' and their tenants' family members, invitees and guests, only for residential purposes and in compliance with the restrictions contained in the respective unit deeds.

B. TEMPORARY OCCUPANCY.

1. Use by Owners, Tenants and Guests. Subject to the terms of the By-Laws and such owner's unit deed, a unit owner may lease or rent his unit or make it available to friends, but the person or persons leasing, renting or living in the unit shall

abide by the Declaration, the By-Laws, and these Rules and Regulations, and the unit owner shall assume responsibility for the occupants' conduct.

2. Conduct of Tenants, Guests and Other Persons. A unit owner shall be responsible for the conduct of his tenants and their respective family members, invitees and guests. A unit owner shall, upon request of the Board or the Managing Agent, immediately abate and remove, at his or its expense, any structure, thing or condition that may exist with regard to the occupancy or use of his unit by any such person or persons contrary to the intent and meaning of the provisions hereof, or, if a unit owner is unable to control the conduct of any such person or persons to conform with the intent and meaning of the provisions hereof, such owner shall, upon request of the Board or the Managing Agent, immediately remove such person or persons from the premises, without compensation for lost rentals or profits or any other damage resulting therefrom.

C. UNITS AND YARD AREAS.

1. Entrances. Nothing shall be allowed to remain in view at front entrances of units except a reasonable number of shoes, slippers or other footwear, etc., as determined by the Board. Freestanding shelves or other containers for footwear may be kept at the entrance, but must be removed or modified by the unit owner at the request of the Board.

2. Supplies or Other Goods. No household or commercial supplies, excess items, or similar articles shall be placed outside any unit or in a place where they can be seen from outside any unit, except as the Board shall prescribe.

3. Throwing Objects from Building. Nothing shall be thrown or permitted to be thrown from windows, etc., including specifically, but without limitation, cigarettes, matches, and fireworks of any kind.

4. Waterbeds. There shall be no waterbeds of any nature allowed in any unit without the prior written approval of the Board. All owners and tenants who wish to install a waterbed must first furnish to the Board written evidence of adequate liability insurance coverage naming the Association as insured and must display physically to the Board or Managing Agent a waterproof tank in which the waterbed will rest.

5. Plumbing Fixtures. Toilets, sinks, and other water apparatus in the units or anywhere on the Project shall not be used for any purpose other than those for which they were designed, nor shall any sweepings, rubbish, rags, sanitary napkins, diapers or other articles be thrown into them. Any damage anywhere resulting from misuse of any toilets, sinks or other water apparatus in a unit shall be repaired and paid by the owner of such unit. Any such damage resulting from misuse of any toilets, sinks

or other water apparatus on the common elements (if any) shall be repaired at the direction of the Board, and the cost of repair shall be paid by the person(s) responsible for such misuse unless the person(s) responsible cannot be identified, in which event the cost of repair shall be borne by all units owners as a common expense.

6. Tools, Etc. Brooms, mops, yard tools, rubbish containers, cartons, etc., shall not be placed on passages or in windows or stored openly in the Yard Areas so as to be in view from other units or common areas; provided, however, that a limited number of rubbish containers, lawn and other yard tools and equipment, all in good repair, may be kept in the Yard Areas so long as no parts of such containers, tools or equipment extend above the top of the fence surrounding the Yard Area.

7. Barbecuing. Outdoor cooking shall be subject to regulation by the Board and shall be permitted only in Yard Areas at least five (5) feet from any structure, and shall be conducted so as not to be offensive to any neighbor. Fires other than for outdoor cooking in designated areas are not permitted.

8. Furniture in Yard Areas. Owners may install in their Yard Areas lawn furniture, picnic tables, barbecue grills, children's play equipment (for example, swings, slides, etc.) and other similar recreational furniture and equipment typically used in private residential yards; provided, however, that no basketball hoops shall be installed or placed within the Yard Areas.

D. COMMON AREAS.

1. Obstructions, Uses. The roads, driveways, passages and walkways must not be obstructed or used for any purpose other than ingress and egress.

2. Trash Disposal. Trash containing food shall be securely wrapped before being placed in a receptacle. Green waste from yard work must be disposed of in separate containers or recycled in accordance with applicable laws, ordinances, rules or regulations of the City and County of Honolulu or any other governmental agency or authority with jurisdiction over the Project.

3. Aesthetics. No unsightliness within the public view is permitted within the Project. For this purpose, "unsightliness" includes but is not limited to the following: litter or trash containers except as specially provided; nondecorative gear, equipment, cans, bottles, ladders, trash, boxes, barrels, etc., stored or stowed in or on walks, etc.; or unshaded or improperly shaded lights that create objectionable glare.

E. VEHICLES, DRIVEWAY AREAS AND PARKING STALLS.

1. Operation of Vehicles. Vehicles, including automobiles, motorcycles, mopeds and bicycles shall be operated only on roads, driveways and other areas designated for vehicular traffic. In no event shall vehicles be operated on walkways or landscaped areas of the Project.

2. Postal Carrier Stall. The parking stall reserved for the postal carrier shall be for such postal carrier's use only.

3. Mail Pick-Up Stall. The parking stall reserved for mail pick-up shall be used by owners and occupants only while utilizing the mail kiosk.

4. Guest Stall. The guest parking stall shall be reserved for guests of unit owners only.

5. Vehicle Registration Requirements. All vehicles within the Project shall comply with applicable state and county registration requirements and other requirements for use on public streets and highways. Unregistered vehicles may be towed away. All vehicles within the Project also shall comply with the Association's registration requirements.

6. Method of Parking. Vehicles shall be centered in parking stalls so as to prevent crowding of adjacent stalls and/or blocking of passages.

7. Cleaning of Parking Stalls. Each owner shall be responsible for cleaning debris and stains from the parking stall(s) assigned to his unit, regardless of the source of the debris or stains.

8. Vehicle Condition. Vehicles of unit owners and occupants must be kept in good repair and condition so as not to leak oil or other fluids within the Driveway Areas, parking stalls or other areas of the Project.

9. Speeding. Vehicles shall not be driven at excessive speeds on any road or driveway of the Project. Drivers are expected to observe posted speed limits and traffic and directional signals for the safety of all.

10. Noise. Owners of all vehicles are required to operate the same within the Project at a reasonable level so as not to constitute a noise nuisance to other occupants. No racing of motors, etc., is permitted.

F. NOISE AND NUISANCES.

1. No Nuisances. No nuisance shall be allowed in the units or the common elements, nor shall any use or practice be allowed which is improper or offensive in the reasonable opinion of the Board or in violation of the By-Laws or these Rules and Regulations or which unreasonably interferes with or is an unreasonable annoyance to the peaceful possession or proper use of the units and/or the common elements by other owners or occupants.

2. Noise. Unit owners and occupants shall exercise care in the use of musical instruments, radios, television, stereos, amplifiers, etc. that may disturb other owners and occupants.

G. BUILDING MODIFICATIONS.

1. Structural Modifications. Except as permitted by the Declaration or the By-Laws, no structural change of any type shall be permitted either within or without a unit without prior written approval and consent of the Board.

2. Signs, Signals and Lettering. Except as otherwise provided herein, no signs, signals or lettering shall be inscribed or exposed on the exterior of any unit (other than the unit number).

3. No Projections. Except as otherwise provided herein, no projections shall extend through any door or window opening into any walkway or beyond the exterior face of the buildings or shall be attached to the outside walls of any building or the exterior of any door without the prior consent in writing of the Board.

4. Unit Repairs and Maintenance. Every owner from time to time and at all times shall perform promptly all repair, maintenance and alteration work within his unit, the omission of which would adversely affect any common element or any other unit, and shall be responsible for all loss and damage caused by his failure to do so. All repairs of doors, sliding glass doors (if any), windows and window fixtures, all internal installations within each unit such as water, electricity, gas, telephone, sanitation, lights, solar water heater, air conditioning system and all other fixtures and accessories belonging to such unit, if any, and the interior decorated or finished surfaces of all walls, partitions, floors, ceilings and roofs of such unit, if any, shall be at the owner's expense.

H. EMPLOYEES OF THE ASSOCIATION.

1. Maintenance of Project. The maintenance employees, if any, will use every effort to police the grounds effectively. Nevertheless, these employees are not available on a 24-hour daily basis, and much of their work must be devoted to

maintenance and repair, etc. Accordingly, and in the common interest, every owner, occupant or guest is to do his part and to use such owner's influence on all tenants of such owner's unit to do their part towards abating unsightliness within the Project to the fullest practicable extent.

2. Maintenance Employees. No maintenance employee shall be asked by an owner, occupant, tenant or guest to leave the common elements or to perform any tasks.

3. Units. Cleaning of individually owned units, including all windows, is a responsibility of the respective owners and their tenants.

I. HAZARDS.

1. No Recreational Activities. The common elements (other than the Yard Areas and specifically designated recreational areas, if any) shall not be used for recreational activities of any kind. Parents and/or legal guardians are responsible for the appropriate supervision of minors at all times.

2. No Explosives and Other Hazardous Items. Unless the Board gives advance written consent in each and every instance, owners and occupants shall not use any illumination other than electric lights, or use or permit to be brought into the buildings any flammable oils or fluids such as gasoline, kerosene, naphtha or benzine, or other explosives or other articles deemed extra hazardous to life, limb or property.

3. No Illegal Substances, etc. No activity shall be engaged in and no substance introduced into or manufactured within the buildings which might result in violation of the law or in the cancellation of the insurance or increase in the insurance rate on the buildings.

4. No Fireworks. No fireworks of any kind shall be ignited or used anywhere in the Project at any time.

J. GENERAL RULES AND REGULATIONS.

1. Aesthetics. No unsightliness within the public view is permitted within the Project. For this purpose, "unsightliness" includes but is not limited to the following: litter or trash containers except as specially provided; or unshaded or improperly shaded lights that create objectionable glare.

2. Trees and other Landscaping. No owner, occupant, tenant or guest shall disturb, cut, trim, damage or remove any of the trees located in the common elements (other than the Yard Area appurtenant to such owner's unit), nor harm, remove, disturb or damage in any way any other plants, shrubs, groundcover or other elements of

landscaping on any of the common elements of the Project (other than the Yard Area appurtenant to such owner's unit).

3. Access. The Managing Agent is not required to give access to units or buildings; provided, however, that as provided in and subject to the provisions of the By-Laws, the Managing Agent shall give each mortgagee of a unit or any interest therein and its agents access through the common elements for the purpose of passage to any unit on which such mortgagee holds a mortgage.

4. Registration with Managing Agent. Owners and tenants shall file their name, address and telephone number and signature with the Managing Agent upon purchasing and/or taking occupancy of a unit, and shall furnish the Board and/or the Managing Agent with such other reasonable information as shall be requested from time to time. Every unit owner shall be responsible for designating a local agent to represent such owner if such owner's residence is outside of the State of Hawaii or if such owner will be absent from the unit more than thirty (30) days.

5. Keys to Unit. Each owner and tenant shall be responsible for the keys to locked entrances to his unit. However, to facilitate the right of access provided by the By-Laws to the Managing Agent, the resident manager or the Board, each owner may, but shall not be required to, furnish keys to the Managing Agent or the resident manager. If an owner or tenant desires to furnish keys to the Managing Agent or the resident manager, such owner or tenant shall execute a release and indemnification agreement in a form provided by the Board agreeing that the owner or tenant releases the Managing Agent, the resident manager and the Board of and from any and all liability and indemnifies and holds harmless the Managing Agent, the resident manager and the Board from any claims, damages or liabilities that may be incurred by the Managing Agent, the resident manager or the Board in connection with such keys being furnished to the Managing Agent or the resident manager. The delivery of such keys shall be at the sole risk of such owner or tenant, and the Managing Agent, the resident manager, and the Board of the Association shall not be liable for injury, loss or damage of any nature whatsoever directly or indirectly resulting therefrom or connected therewith. If an owner or tenant elects not to furnish keys to the Managing Agent or the resident manager and an emergency arises requiring a forcible entry into the unit, the owner or tenant of the unit shall be solely liable for all costs and expenses arising in connection with such forcible entry, including all costs of replacement or repair to any part of the unit or common elements damaged by the forcible entry.

6. Owner and Occupant Responsible for Unit, Automobile and Contents. Each owner and tenant shall assume full responsibility for protecting his unit, automobile(s), and the contents thereof from theft, robbery, pilferage, vandalism and other loss.

7. Fire Extinguishers. If required by the Board, fire extinguishers for the buildings in the Project are located within individual units and must be inspected by the Fire Department on a periodic basis. Each owner and tenant shall cooperate with the Managing Agent, the resident manager and the Board in making the fire extinguisher located within their unit available to the Fire Department for its inspection.

8. Termite Inspections. No less frequently than once each month, (a) the Association, through the Managing Agent, shall cause the exterior of all buildings to be inspected for evidence of termite infestation, and (b) the owner of each unit shall inspect the interior of his unit for such evidence. At least once each year, the Association, through the Managing Agent, shall cause the exterior and interior of each building (including the interiors of the units) to be inspected for termite damage. Each owner shall cooperate with the Association in providing access to his unit for the purpose of such inspections. Any evidence of termite infestation or damage shall be reported immediately to the resident manager (or the Managing Agent, if there is no resident manager).

9. Observance of Rules and Regulations. Each owner shall observe and perform these Rules and Regulations and ensure that such owner's tenants, family members, invitees and guests also observe and comply with the Declaration, the By-Laws, and these Rules and Regulations. Owners will be responsible for their tenants', family members', invitees' and guests' observance of all Rules and Regulations as set forth herein. In the event expenses are incurred due to violations of these Rules and Regulations by any such person or persons for whom an owner is responsible, the owner shall pay for such expenses, including reasonable attorneys' fees.

10. Emergency Services. If the immediate service of the Honolulu Police Department, the Fire Department, the Paramedics, an Ambulance or Doctor is required, the desired agency or person should be called directly. Any emergency, particularly such emergencies as flooding, fire and theft, should be brought to the immediate attention of the Managing Agent.

K. VIOLATIONS OF THESE RULES.

1. Reporting Violations and Damages.

(a) All corrective actions regarding violations of the Rules and Regulations and damages to the common elements will be enforced by the Board and should be reported promptly to the Board or the Managing Agent.

(b) Damages to common elements shall be surveyed by the Board or the Managing Agent at the direction of the Board and the cost of repair or replacement and any legal fees incurred may be assessed by the Board against the

person or persons responsible, including, but not limited to, any owner for damages caused directly or indirectly by his tenants or such owner's or his tenants' family members or guests.

2. The Violation of Any of These Rules and Regulations Shall Give the Board, the Managing Agent or Their Agents the Right to:

(a) ENTER THE UNIT IN WHICH, OR AS TO WHICH, SUCH VIOLATION OR BREACH EXISTS AND TO SUMMARILY ABATE AND REMOVE, AT THE RISK AND EXPENSE OF THE DEFAULTING OWNER (WHETHER OR NOT CAUSED BY THE OWNER OR BY ANY PERSON FOR WHOSE CONDUCT THE OWNER MAY BE RESPONSIBLE), ANY STRUCTURE, THING OR CONDITION THAT MAY EXIST THEREIN CONTRARY TO THE INTENT AND MEANING OF THE PROVISIONS HEREOF, AND THE BOARD OR THE MANAGING AGENT SHALL NOT THEREBY BE DEEMED GUILTY IN ANY MANNER OF TRESPASS; AND/OR

(b) TO ENJOIN, ABATE OR REMEDY BY APPROPRIATE LEGAL PROCEEDINGS, EITHER AT LAW OR IN EQUITY, THE CONTINUANCE OF ANY SUCH BREACH, AND ALL COSTS THEREOF, INCLUDING ATTORNEYS' FEES, SHALL BE BORNE BY THE DEFAULTING OWNER (WHETHER OR NOT CAUSED BY THE OWNER OR BY ANY PERSON FOR WHOSE CONDUCT THE OWNER MAY BE RESPONSIBLE).

L. AMENDMENTS.

These Rules and Regulations may be amended only by a majority of the Board at a duly called meeting of the Board of Directors in accordance with and subject to the provisions of the By-Laws; provided, however, that prior to the first meeting of the Association and the election of the initial Board of Directors, Castle & Cooke Homes Hawaii, Inc., a Hawaii corporation, the developer of the Project, shall have the right, from time to time, to amend these Rules and Regulations in accordance with and subject to the provisions of the By-Laws.

The foregoing Rules and Regulations are hereby adopted.

DATED: Honolulu, Hawaii, June 5, 2017.

CASTLE & COOKE HOMES HAWAII, INC.

By 
Its Vice President, Controller & Asst. Treasurer

By 
Its Vice President & Asst. Secretary

EXHIBIT A

This Exhibit includes certain excerpts from the Declaration of Condominium Property Regime and the By-Laws. Refer to the Declaration of Condominium Property Regime and the By-Laws for a complete description of provisions applicable to the Project.

A. Declaration of Condominium Property Regime.

1. Each unit shall be occupied and used for residential purposes only. If a unit owner rents his unit to any third party, the unit owner shall provide each tenant with a copy of the Declaration, the By-Laws and the Rules and Regulations. An owner who rents his unit shall at all times remain primarily and severally liable to all other unit owners and to the Association for any failure on the part of such owner's tenant(s) to observe and comply with all provisions of the Declaration, the By-Laws, the Rules and Regulations and all other applicable laws. Notwithstanding any other provision contained in the Declaration or the By-Laws to the contrary, no unit shall be used for bed and breakfast establishment purposes, boarding facilities, rooming or lodging houses, group living facilities, the promotion or sale of timeshare, fractional ownership, exchange (whether the program is based on direct exchange of occupancy rights, cash payments, reward programs or other point or accrual systems) or other membership programs, plans or arrangements through which a participant in the program, plan or arrangement acquires an ownership interest in the unit with attendant rights of periodic use and occupancy or acquires contract rights to such periodic use and occupancy of the unit or acquires contract rights to a portfolio of accommodations including the unit (an "Occupancy Plan"), or for the operation of any business that directly or indirectly promotes the sale of an Occupancy Plan. Other than the foregoing restrictions (including restrictions contained in the condominium unit deed conveying a unit), the owners of the respective units shall have the right to lease the same, provided that such lease is in writing and for a term of not less than thirty (30) days, is in accordance with all applicable laws, and is expressly made subject to the covenants and restrictions contained in the Declaration, the By-Laws and the Rules and Regulations.

2. The Association of Unit Owners of the Project and any unit owner shall not suffer anything to be done or kept in his unit or elsewhere in the Project which will (a) jeopardize the soundness or safety of the Project, reduce the value thereof, or impair any easement, as reasonably determined by the Board, (b) interfere with or otherwise unreasonably disturb the rights of other owners and occupants, (c) obstruct any walkway of any building, or (d) increase the rate of property insurance on any building or the contents thereof.

3. Except as otherwise expressly provided in Section R of the Declaration, a unit owner shall not, without the prior written consent of the Board of Directors of the Association, make any structural alteration in or additions to the unit, make any interior alterations in or additions to the unit visible from the exterior of the unit, or make any alterations in or additions to the exterior of the unit or to any other portion or portions of the common elements.

4. Notwithstanding anything to the contrary contained in the Declaration, the By-Laws or the Rules and Regulations, owners with disabilities shall be allowed reasonable exemptions from the Declaration, the By-Laws and the Rules and Regulations, when necessary to enable them to use and enjoy their units and the common elements, provided that any owner with a disability desiring such an exemption shall make such request, in writing, to the Board. The request shall set forth, with specificity and in detail, the nature of the request and the reason that the requesting party needs to be granted such an exemption. The Board shall not unreasonably withhold or delay its consent to such request, and any such request shall be deemed to be granted if not denied in writing, within forty-five (45) days of the Board's receipt thereof, or within forty-five (45) days of the Board's receipt of additional information reasonably required by the Board in order to consider such request, whichever shall last occur.

B. By-Laws.

(a) All of the units in the Project shall be used only for such purposes stated in the Declaration.

(b) No unit owner may lease or rent his unit for a period of less than thirty (30) days. Any lease or rental agreement must be in writing and must be subject to the requirements of the Declaration, the By-Laws and the Association.

(c) All common elements of the Project shall be used only for their respective purposes as designed subject to the right of the Board to change the use of the common elements in accordance with the Declaration, the By-Laws and the Condominium Property Act.

(d) No unit owner or occupant shall make or suffer any strip or waste or unlawful, improper or offensive use of his unit or the limited common elements appurtenant thereto or of the Project.

(e) Nothing shall be allowed, done or kept in any unit or common element (including the garages, Yard Areas and other limited common elements) of the Project which would overload or impair the floors, walls or roofs thereof, or cause the cancellation or invalidation of any insurance thereon maintained by or for the

Association, nor shall any noxious or offensive activity or nuisance be made or suffered therein or thereon.

(f) No unit owner or occupant shall erect or place in the Project any building or structure including fences and walls, nor make any exterior additions or alterations to the units, limited common elements or any common elements of the Project, except in accordance with (i) plans and specifications, including detailed plot plan, prepared by a licensed architect if so required by the Board, and submitted to and approved by the Board, and (ii) all provisions of the Declaration and unit conveyances; provided, however, that:

(a) Fences, walls, stairs, lanais, patios, paved surfaces and/or wood decks may be installed within the Yard Areas with the written approval of the Board and shall not require an amendment to the Declaration or filing of a complete set of floor plans of the Project as so altered; provided, further, however, that (i) no fences or walls shall exceed six (6) feet in height, and (ii) no additional fences or walls, other than those installed or existing at the initial construction of the Project, shall be installed within Yard Areas Y-34 to Y-40, inclusive; and

(b) A unit owner or occupant may install a front screen door in accordance with a written request and plans and specifications prepared by a licensed architect (if so required by the Board) that are submitted to and approved by the Board, all in accordance with all provisions of the Declaration.

(g) No unit owner or occupant shall without the written approval of the Board of Directors install any wiring for electrical or telephone installations, television antenna, machines, or other equipment, fixtures, appliances or appurtenances whatsoever on the exterior of any building in the Project or protruding through the walls, windows or roofs thereof; provided, however, as follows:

(i) A unit owner or occupant may install upon the Yard Area appurtenant to such owner's or occupant's unit, in a location designated by the Board of Directors (to the extent it is feasible to do so without impairing the reception of an acceptable quality signal or imposing unreasonable expense or delay in installation), (a) an antenna that is used to receive direct broadcast satellite service, including direct-to-home satellite service, or to receive or transmit fixed wireless signals via satellite, and is one meter or less in diameter, (b) an antenna that is used to receive video programming services via multipoint distribution services, including multichannel multipoint distribution services, instructional television fixed services and local multipoint distribution services, or to receive or transmit fixed wireless signals other than via satellite, that is one meter or less in diameter or diagonal measurement, (c) an antenna that is used to receive television broadcast signals, and (d) a mast supporting an antenna described in subparts (a), (b) or (c) of this subsection. For purposes of this subsection,

“fixed wireless signals” shall have the meaning set forth in 47 C.F.R. Section 1.4000(a)(2), as amended from time to time, or its successor. Provided that it will not interfere with reception or impose unreasonable costs, the antenna shall be painted with such color or colors as determined by the Board of Directors. The Board of Directors may adopt guidelines relating to the installation, maintenance and use of antennas within the Project as may be reasonably necessary to protect public safety.

(ii) The owners of units may install a solar energy device within the Project for the use of said owner’s unit, provided that: (a) the unit owner shall obtain the prior written consent of the Board of Directors; (b) the solar energy device shall be installed in a location designated by the Board of Directors, in accordance with applicable law; and (c) the solar energy device shall be in compliance with any rules and specifications adopted by the Board. For purposes of this subsection, "solar energy device" shall have the meaning set forth in the Condominium Property Act.

(iii) A unit owner or occupant may install within such owner’s or occupant’s unit or the Yard Area appurtenant to such owner’s or occupant’s unit, an "electric vehicle charging system", provided that: (a) the owner shall be responsible for the cost of any damage to the electric vehicle charging system, the common elements, the limited common elements, and any other units within the Project, arising or resulting from the installation, use, maintenance, repair, removal or replacement of the electric vehicle charging system; and (b) the owner shall at all times have and maintain a policy of insurance covering the obligations of the owner and occupant under this section and shall name the Association as an additional insured under the policy. For purposes of this section, "electric vehicle charging system" means a system that is designed in compliance with Article 625 of the National Electrical Code and delivers electricity from a source outside an electric vehicle into one or more electric vehicles. An electric vehicle charging system may include several charge points simultaneously connecting several electric vehicles to the system.

(h) No highly reflective finish, other than glass (which, however, may not be tinted or mirrored), shall be used on the exterior of any building in the Project; provided, however, that a gray film tint without visible purple tinge (as approved by the Board) and with an approved reflective value (as determined by the Board) may be installed by a unit owner on the glass located along the perimeter of his unit. If any bubbling or cracking shall occur, the unit owner shall immediately remove the tint and may replace it in accordance with the foregoing provisions.

(i) Window coverings shall be white, off-white, beige or of neutral color.

(j) No garments, rugs or other objects shall be hung from the windows or facades of the Project.

(k) Notwithstanding anything to the contrary contained in the By-Laws, the Declaration or the Rules and Regulations, owners with disabilities shall be permitted to make reasonable modifications to their units and/or limited common elements, at their expense (including the cost of obtaining any bonds required by the Declaration, the By-Laws or the Condominium Property Act), if such modifications are necessary to enable them to use and enjoy their units and/or the limited common elements appurtenant thereto, as the case may be, provided that any owner with a disability desiring to make such modifications shall make such request, in writing, to the Board. That request shall set forth, with specificity and in detail, the nature of the request and the reason that the requesting party needs to make such modifications. The Board shall not unreasonably withhold or delay its consent to such request, and any such request shall be deemed to be granted if not denied in writing, within forty-five (45) days of the Board's receipt thereof, or within forty-five (45) days of the Board's receipt of additional information reasonably required by the Board in order to consider such request, whichever shall last occur. Nothing contained herein shall exempt an owner from making all amendments to the By-Laws, the Declaration or the Condominium Map necessitated by any changes permitted under this subpart.

(l) Pets.

(i) No livestock, poultry or other animals or pets whatsoever shall be allowed or kept in any unit or any other part of the Project, except that dogs, cats and other household pets (as determined by the Board) in reasonable number and size as determined by the Board (but not to exceed a total of two (2) such animals per unit except for fish) may be kept in the unit and/or the Yard Area appurtenant to such unit.

(ii) In no case shall any animal prohibited by any applicable law (including the Condominium Property Act) be allowed anywhere on the Project.

(iii) Pets may not be kept, bred or used in any unit for any commercial purposes.

(iv) Except as otherwise provided herein, no pets shall be allowed on the common elements (other than the Yard Areas) except in transit and when carried or on a short leash. Pets on leashes and at all times under the complete control of a capable person may be exercised or walked on the common elements, but not in garden areas. No owner or occupant shall permit his pet(s) to produce or cause any waste or unsanitary material or condition anywhere on the common elements, and any such waste or unsanitary material or condition shall be immediately removed and disposed of or remedied by such owner or occupant.

(v) Any pet which, in the sole judgment of the Board, causes a nuisance, unreasonable disturbance or threat to the health or safety of any owner, occupant or guest may be ejected from the Project on the demand of the Managing Agent or resident manager; provided, however, that upon assessment of the severity of the nuisance, disturbance or threat caused by such pet, the Board, in its sole discretion, may give the pet's owner an opportunity to remedy the situation short of ejection.

(vi) Notwithstanding the foregoing restrictions on pets or anything contained herein to the contrary, guide dogs, signal dogs, or other animals upon which disabled owners, occupants or guests depend for assistance shall be permitted to be kept by such owners, occupants and guests in their units and/or the Yard Areas appurtenant to such units and shall be allowed to walk throughout the common elements while on a leash, provided that such animals shall at all times be accompanied by their owners while present upon the common elements (other than the Yard Areas). If such a guide dog, signal dog or other animal causes a nuisance or unreasonable disturbance or poses a threat to the health or safety of any owner, occupant or guest, the owner thereof will be given an opportunity to rectify the problem by measures which fall short of ejection of the animal from the Project. Ejection will be required only if the Board reasonably determines that less drastic alternatives have been unsuccessful. If such an animal is ejected, it will nonetheless be allowed to remain at the Project for a reasonable period of time while the owner thereof attempts to find a suitable replacement animal, provided that the problem is controlled to a sufficient degree that the continued presence of the animal during that time does not constitute an unreasonable imposition upon, or threat to the safety or health of, other owners, occupants or guests.

(vii) In no event shall the Board, the Association, the Managing Agent or resident manager be or be deemed to be liable for any loss, damage or injury to persons or property caused by or arising in connection with any owner's, occupant's or guest's pet, guide dog, signal dog or other animal. By acquiring an interest in a unit in the Project, each owner agrees to indemnify, defend and hold harmless the Board, the Association, the Managing Agent and the resident manager against any claim or action at law or in equity arising out of or in any way relating to such owner's or occupant's or guest's pet, guide dog, signal dog or other animal.

(viii) All pets and other animals kept anywhere on the Project must be registered immediately with the Managing Agent.

(m) Garages, Driveway Areas and Parking Stalls.

(i) Parking. Each owner and his tenants, family members, invitees and guests shall park only in their garage, the parking stall(s) assigned to such owner's unit or that portion of the Driveway Area appurtenant to such owner's unit that is immediately in front of or adjacent to such owner's garage (if such Driveway Area is

large enough to accommodate one or more vehicles without encroachment upon either the roads or Shared Driveway or the curbing adjacent to such road, and without preventing or hindering another unit owner's vehicular or other ingress or egress to his or her unit, including without limitation, the garage). In the event of a disagreement regarding whether a vehicle parked on a Driveway Area meets the foregoing requirements, the Board shall review the situation and determine whether a vehicle may be parked upon a Driveway Area and the permissible location(s), if any. Boats shall be parked or stored only in garages and must fit completely within the garage.

(ii) Violations. Violators of the parking restrictions shall have their cars towed away at their own risk and expense. Unit owners shall be responsible for payment of the towing charges with respect to their vehicles and those of their tenants, family members, invitees and guests.

(iii) Vehicles; Repairs. No mobile home, travel trailer, truck camper, house trailer, or stripped down, wrecked or junk motor vehicle shall be kept, parked, stored or maintained within the Project. Extensive repairs of a vehicle, boat or other equipment shall not be permitted in the Driveway Areas or parking stalls.

(iv) Other Use Prohibited. The Driveway Areas or parking stalls shall not be used for recreational or storage purposes. Bicycles, tricycles, skateboards and the like shall not be ridden thereon. Ball playing is prohibited with the Driveway Areas. Recreational equipment, such as basketball hoops, shall not be placed or stored on the Driveway Areas or the parking stalls. The Driveway Areas and parking stalls shall be kept free and clear of any and all obstructions.

(v) Responsibility for Damage. Damage to vehicles and other objects or to the common elements shall be the responsibility of the person causing the damage. Unit owners shall be responsible for damage caused by their tenants, family members, invitees and guests.

(n) Yard Areas and Project Landscaping.

(i) Portions of the Project, including certain Yard Areas, are or will be subject to one or more designated easements, some of which may have already been granted to third parties. The Developer and/or the Association, pursuant to reserved rights in the Declaration or other documents, also may grant easements to others in the future. Once an easement has been granted, the Project, including the Yard Areas, will be subject to such terms and conditions, including restrictions on constructing or installing improvements and landscaping, contained in the document granting the easement(s).

(ii) All improvements and landscaping within the Yard Area and the Project shall comply the requirements of utility companies providing utilities for the Project. These requirements may include, without limitation, minimum setback requirements from utility easement areas and utility facilities.

(iii) Initial landscaping and an irrigation system shall be installed within the unfenced portion of the Yard Areas. Each unit owner shall be responsible for maintaining the Yard Area appurtenant to such owner's unit, including without limitation, the landscaping and the irrigation system within the unfenced portion of the Yard Areas. No alterations may be made to the landscaping within the unfenced portion of the Yard Areas without the prior written approval of the Board, which approval may be given or withheld in the Board's sole discretion.

(iv) The initial landscaping may include berms within the fenced portion of the Yard Areas. If such berms are installed a Yard Area, the owner of the unit to which such Yard Area is appurtenant shall be responsible for maintaining the berms or portion thereof located within the Yard Area. No alterations may be made to the berms without the prior written approval of the Board, which approval may be given or withheld in the Board's sole discretion.

(v) Each unit owner shall landscape the balance of the Yard Area assigned to his unit, which landscaping shall commence within three (3) months after the closing of the purchase of the unit and shall be completed within six (6) months after the closing of the purchase of the unit (unless the Yard Area has already been completely landscaped). Before commencing any Yard Area landscaping, each owner shall submit to the Board a landscape plan (which shall include, without limitation, the location of any proposed fences, walls, stairs, lanais, patios, paved surfaces and/or wood decks within the Yard Area and a proposed plant list) for the Board's review and written approval, which approval shall not be unreasonably withheld or delayed. Prior to the installation of any lanai, patio, paved surface and/or wood deck within a Yard Area, an owner shall arrange for termite treatment of the area under such lanai, patio, paved surface and/or wood deck.

(vi) Plants, irrigation lines, spray/bubbler heads, plastic sheets or any material that promotes moisture build-up beneath the surface should not be placed within thirty (30) inches (the "Dry Area") of the buildings. Any spray or bubbler head shall be adjusted so as not to throw water onto the exterior of the buildings or the Dry Area.

(vii) Plants must be planted so as not to damage or impair the buildings, fences, walls (if any), drainage swales or utility easements.

(viii) A minimum two percent (2%) slope away from all buildings shall be maintained at all times to ensure proper drainage and to prevent water from ponding.

(ix) Plants susceptible to termite infestation or with invasive or aggressive root systems shall not be used.

(x) No trees shall be permitted within the fenced portions of the Yard Areas.

(o) Planter Strips.

(i) Each unit owner shall maintain the planter strip, if any, located within the public or governmental rights-of-way in front of, on the side of, or in the back of the Yard Area appurtenant to such unit owner's unit, in accordance with the following standards: (a) any and all grass, plantings and other landscaping within the planter strips shall be maintained to the standards necessary to meet the City's requirements for the dedication of roadways to the City; (b) no irrigation system shall be placed within any planter strip; and (c) no portion of a planter strip shall be paved, concreted or filled with gravel or other similar materials.

(ii) If the planter strips are not maintained by the unit owners as provided aforesaid, the Board shall have the right, but not the obligation, to remove any nonconforming alteration, landscaping or other work, restore the planter strip to substantially the same condition as existed prior to the nonconforming alteration, landscaping or other work, and maintain the planter strip to the standard set forth in this section. The unit owner shall be liable for all costs thereof together with interest thereon at the maximum rate then allowed by law.

(p) Preservation of Drainage Patterns.

(i) Each owner, at such owner's cost and expense, shall take any and all necessary or appropriate action to preserve and maintain the drainage patterns of his or her Yard Area, including without limitation, the following:

(a) Keep all swales, drainage inlets, ditches, subdrains, solid pipe clean outs and other drainage ways in the Yard Area free of debris, open and in good and operating condition;

(b) Divert the water from any eave, gutter or downspout within the Project away from the foundations of the buildings and other improvements within the Project and on adjoining properties;

(c) Refrain from excessive watering of landscaping near or next to any building foundation or any adjoining property;

(d) Maintain the earth in the Project such that it slopes and drains away from the foundation of the unit and other improvements within the Project, including without limitation, filling in any depressions and refraining from creating any depressions, including "planter areas," in the earth near or next to any foundation;

(e) Refrain from changing the drainage patterns of the Yard Areas, including the terracing of the Yard Areas, without the prior written approval of the Board, which approval may be given or withheld in its sole discretion;

(f) Maintain, by sealing and caulking, all joints and any cracks in exterior concrete work within the Project, especially joints or cracks between sidewalks or driveways and building foundations where sidewalks or driveways abut the building and joints and cracks in driveways and sidewalks; and

(g) Obtain the advice of qualified design professionals prior to constructing any other improvements within the Project.

(ii) Without limitation to the generality of the foregoing:

(a) The owners of Unit Nos. 16 to 23, inclusive, shall keep the mid-bank swale or portion thereof within the Yard Area appurtenant to their unit in good order and condition and shall not alter the mid-bank swale or otherwise change the drainage patterns of the Yard Areas; and

(b) The owners of Unit Nos. 23 and 37 shall keep the drainage inlets located within Yard Areas Y-23 and Y-37, respectively, free of debris and in good and operating condition.

(q) Yard Area Y-36 Access Gate. The Yard Area Y-36 Access Gate near the corner of Paiwa Street and Koaki Street is a common element of the Project and maintained by the Association. The Board and BWS (at the Board's direction) each shall have the right to use the Yard Area Y-36 Access Gate and enter upon Yard Area Y-36 and other common elements of the Project, including the limited common elements appurtenant to the unit(s), from time to time during reasonable hours as may be necessary (i) to read the meters and sub-meters to determine utility usage for the units and the common elements, and (ii) for the inspection, installation, repair, maintenance or replacement of the common elements, including without limitation, water lines. Notwithstanding the foregoing, the Board and BWS (in coordination with the Board or the Managing Agent) shall have the irrevocable right to use the Yard Area Y-36 Access

Gate and enter upon Yard Area Y-36 and other common elements of the Project, including the limited common elements appurtenant to the unit(s), at any time as may be necessary for making emergency repairs to prevent damage to the common elements or to any of the units. The Yard Area Y-36 Access Gate is for Board and BWS access only and is not for the use of owners or occupants of the Project, including owners and occupants of Unit No. 36. The Board and/or BWS may install a lock upon the Yard Area Y-36 Access Gate.

(r) Yard Areas Y-37 and Y-38. Yard Areas Y-37 and Y-38 contain a drainage easement. An easement for drainage, drain line, maintenance and/or other purposes has been or will be granted to the owner(s) of one or more properties in the vicinity of the Project. The Board and the easement holders (at the Board's discretion) each shall have the right to enter upon Yard Areas Y-37 and Y-38 and other common elements of the Project, including the limited common elements appurtenant to the unit(s), from time to time during reasonable hours as may be necessary for the inspection, installation, repair, maintenance or replacement of manholes, drain intakes, drain lines and other equipment. Notwithstanding the foregoing, the Board and the easement holders (in coordination with the Board or the Managing Agent) shall have the irrevocable right to enter upon Yard Areas Y-37 and Y-38 and other common elements of the Project, including the limited common elements appurtenant to the unit(s), at any time as may be necessary for making emergency repairs to prevent damage to the common elements or to any of the units.

(s) Mail Kiosk. The mailboxes for certain units in the Project will be centrally located within one of the Mail Kiosks within the Project. One or more of the Mail Kiosks may be located within Yard Areas. The Mail Kiosks are common elements of the Project that will be maintained by the Association as a common expense. The owner of the Yard Area upon which a Mail Kiosk is located shall be responsible for the maintenance of the Yard Area as provided in the By-Laws, including the landscaping around the Mail Kiosk. Third parties shall have the right to enter upon the Yard Area upon which a Mail Kiosk is located on a regular basis, for, among other things, (a) delivery of mail to the Mail Kiosk, (b) retrieval of mail from the Mail Kiosk, and (c) inspection, installation, repair, maintenance or replacement of the Mail Kiosk. These third parties shall include, without limitation, United States Postal Service personnel, owners and occupants of units whose mailboxes are located within the Mail Kiosk, and the Board and its agents and representatives. There shall be access to the Mail Kiosks at all times and the Mail Kiosks shall not be altered or removed except by the Board.