

# **RULES AND REGULATIONS OF THE ASSOCIATION OF UNIT OWNERS OF MUSE HONOLULU (House Rules)**

These House Rules have been duly adopted by the Board of Directors (the "**Board**") of the Association of Unit Owners of Muse Honolulu (the "**Association**") in accordance with Article V, Section 7 of the Bylaws of the Association of Muse Honolulu, as the same may be amended from time to time (the "**Bylaws**"). These House Rules are intended to promote harmonious living and maximize the enjoyment of the Muse Honolulu 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 building and want to maintain the level of quality and service set forth in the Declaration of Condominium Property Regime of Muse Honolulu, as the same may be amended from time to time (the "**Declaration**").

The responsibility for enforcement of these House Rules may be delegated, in whole or in part, to the Managing Agent or the Resident Manager, if any, by the Board (for the purposes of these House Rules, the Managing Agent or Resident 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.

## **SECTION I. DEFINITIONS**

1. The term "Commercial Unit", "Residential Unit", or "Unit" shall mean and include each Commercial Unit, Residential Unit, or Unit located within the Project, as applicable, as designated and described in the Declaration.
2. The term "Guest" or "Guests" shall mean and include any guest, licensee, and/or invitee of an Occupant.
3. The term "Motor Vehicle" shall mean and include any vehicle powered by engine or motor, including, but not limited to, automobiles, motorcycles, mopeds, motorbikes, and motor scooters.
4. The term "Premises" shall mean the Project, including all of the buildings and Units therein, all of the land thereof, all common areas, and all other improvements, equipment, apparatus, fixtures, and articles placed or installed in or on the land and buildings.
5. The term "Occupant" or "Occupants" and any pronoun used in place thereof shall mean and include any Owner of a Unit, members of any such Owner's family residing in a Residential Unit, and tenants of any Unit.
6. The term "smoking" means inhaling, exhaling, burning, or carrying any lighted or heated cigarette, cigar, or pipe, or any other lighted or heated tobacco 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 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 Residential Units are responsible for registering all of the Occupants residing in their Units with the Managing Agent, prior to their moving into the building. Registration of Occupants shall include (a) filling out a Resident Registration Card to include: full name(s), telephone number(s), email address(es), and emergency contact(s); (b) signing the House Rules Acknowledgment and Agreement statement for all Occupants over the age of eighteen (18); (c) providing the name, address, and telephone number of the rental agent, if applicable. Any Guest who plans to stay on the Premises for seven (7) days or longer must be registered with the Managing Agent by an Occupant, who is over the age of eighteen (18), of the Unit in which such Guest is staying.
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 or performing periodic inspection and maintenance 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 Owner's Unit and the improvements therein in strict accordance with all applicable maintenance requirements, operating standards, and guidelines (i) of or promulgated by any governmental agency, (ii) set forth in any manufacturer's or supplier's operating manuals or maintenance and care documents for said fixtures and equipment, and (iii) as may be set forth from time to time in the Project Documents (as defined herein below).
6. No Occupant or Guest shall make or suffer any strip or waste or unlawful, improper, or offensive use of a Unit.
7. With respect to Residential Units, no clothes, towels, garments, rugs, draperies, or other objects shall be hung on or in any entries, foyers, doorways, windows, facades, lanais, or Juliet balconies, including the railings of such lanais and Juliet balconies, including, without limitation, from clotheslines placed therein or thereon, in such a manner as to be in view of persons outside the Unit or building. No shoes, flip-flops, slippers, sandals, dry cleaning, floor mats, or other objects shall be allowed to remain outside the front entrance of any Residential Unit or in hallways outside the Residential Unit.
8. With the exception of outdoor furniture and plants, lanais shall not be used for storage of any items whatsoever. All plants 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 upon the request of the Board. Plants that protrude over the lanai railing or block the railing or view shall be prohibited. Combustible materials, including furniture that is not fire-retardant, are prohibited on any lanai. No lights may be hung or displayed in windows or on lanai railings including, without limitation, holiday decorations.
9. Owners are prohibited from installing any type of carpet, tiling, or any covering on lanai floors.
10. The lanais must be kept in a clean and sanitary condition and in good order and repair. Owners shall be responsible for cleaning the lanai, including any interior and exterior of any glass lanai

railings and sliding doors to their Units. The exterior of glass and railings of the Juliet balconies shall be cleaned by the Association. 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, and litter shall not be swept or thrown from any Unit and shall be swept into dustpans and/or thrown in trash cans. Rubbish and dust shall not be swept or thrown into hallways, corridors, or any exterior part of the Project.

11. No rugs, draperies, or other objects shall be dusted, beaten, or shaken from the windows or on the lanais, entries, stairways, and hallways of the Project, or any other area outside of a Unit.
12. Draperies, curtains, shades, or any other window or glass sliding door 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 into a window frame as drilling into, or otherwise making any hole in, a window frame may void any warranty therefor.
13. No tint shall be placed on any window without the prior written approval of the Board.
14. Nothing shall be allowed, done, or kept in any Unit or Common Element 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.
15. Valet and shopping carts or wagons provided at the Project shall only be left in designated return areas and are the property of the Association. Under no circumstance may such carts and/or wagons be taken outside of the Project.
16. Smoking within any Unit is prohibited.
17. Open houses shall not be permitted in the Unit or any part of the Project.

### SECTION III. COMMON AREAS

1. No Occupant or Guest shall place, store, or maintain on any walkway, roadway, grounds, or other common area any furniture, packages, or objects of any kind, or otherwise obstruct transit through the 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, and the Recreational Amenities; provided that, in the event that a designated smoking area is identified for the Project, smoking may be permitted within such designated smoking area. In addition, smoking is not permitted in any limited common element appurtenant to a specific 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 of the Tower, Occupants must reserve a date and time with the Managing Agent, who will schedule the use of one of the loading stalls, 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. to 4:30 p.m., Monday through Saturday. 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. Occupants will reimburse the Association for any damages.

6. Movers shall not pack or unpack containers or furniture in hallways. Packing or unpacking shall be done inside a Unit or within the loading stall(s). The Occupant who is moving and any moving company shall remove all packing materials and other rubbish from the Premises.
7. Repairs to a Motor Vehicle, surfboard, or other equipment shall not be permitted on the Premises.
8. Keyless access devices are required to enter the building and/or use the residential elevators. Occupants shall not allow strangers to enter the building and/or elevator behind them and shall not allow Guests to take keyless devices for access. Occupants of the Residential Units shall accompany their Guests at all times while in the Project.
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 in any common areas of the Project, including any trash room, outside of the trash chutes or other disposal bins, containers, or receptacles provided for such purpose.
2. All garbage must be completely wrapped or bagged before being placed in the trash chutes and shall not exceed the maximum size as detailed by the Managing Agent. Cardboard shall not be placed in any trash chute.
3. All items suitable for recycling shall be placed in the designated recycle bin(s), if any.
4. If the bin(s) is/are full, the Managing Agent should be contacted immediately for assistance.
5. Trash chutes, bins, containers, and/or receptacles located on levels two (2) through thirty-nine (39) of the Tower are for household refuse, garbage, and/or trash only.
6. All cardboard cartons must be flattened before placement in any bin(s). Any large or bulky items shall be hauled away by the Occupant upon coordinating with the Managing Agent.

#### SECTION V. PARKING

1. Occupants of Residential Units shall not park on levels one (1) and (2) of the Parking Podium unless utilizing a loading stall or a Limited Common Element parking stall appurtenant to the Occupant's Residential Unit.
2. Parking in areas of the Project not expressly designated for parking is prohibited.
3. No Occupant of a Residential Unit shall use any parking stall located on levels two (2) through six (6) of the Parking Podium 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.
4. No Motor Vehicles shall be parked in the driveways, entrances, or exits of the Project or any areas marked as "no parking" areas.

5. Motor Vehicles should be centered in parking stalls so as to prevent crowding of adjacent stalls and/or blocking of passages. Only one (1) Motor Vehicle may be parked in a parking stall at a time. No Motor Vehicle shall be parked so that any portion thereof shall protrude from the parking stall.
6. All persons shall exercise due caution in parking, loading, or unloading within the parking areas to avoid damage to other Motor Vehicles or property and injury to other persons.
7. The parking areas shall not be used for playing or loitering.
8. Violators of the parking regulations set forth in this Section V may have their Motor Vehicles towed away at their own expense; provided that Occupants shall be responsible for authorizing the towing of unauthorized Motor Vehicles from such Occupants' assigned parking stalls and must sign all required authorizations for the towing of Motor Vehicles from such assigned parking stalls. If the violator is a Guest of an Occupant, the Occupant shall be held responsible for payment of any fines or related charges not paid by the violator.
9. Guests of Residential Units may park in the designated guest parking stalls on level 2 of the Parking Podium, which stalls are for the use of Residential Unit Guests only. Such Guests are permitted to park their Motor Vehicles 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 Motor Vehicle in a guest parking stall between the hours of 1:00 a.m. and 7:00 a.m., provided that the Occupant of the Residential Unit that such Guest is visiting obtains from the Managing Agent an overnight parking pass for such Guest. All Guests who park in a guest parking stall must register by providing the information requested by the Managing Agent.
10. No personal property other than Motor Vehicles shall be stored in or on any parking stall.
11. 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.
12. Bicycles may only be stored in designated areas.
13. Occupants shall be responsible for maintaining their respective parking stalls in a clean condition, free from oil drips or other discharges 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 Podium and (b) assess the Occupant of the Unit to which such parking stall is appurtenant a fee of one hundred dollars (\$100.00) for such cleaning.
14. Occupants shall register their Motor Vehicles with the Managing Agent.
15. Certain stalls on level two (2) of the Parking Podium 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.

#### SECTION VI. PETS

1. Notwithstanding any provision to the contrary contained herein, animals specially trained to assist disabled individuals (hereinafter referred to as "**service animals**") or animals that work, provide assistance, or perform tasks for the benefit of a person with a disability, or provide emotional support that alleviates one or more identified effects of a person's disability (hereinafter referred to as "**assistance animals**") shall be permitted at the Project subject to the following restrictions:
  - (A) Such service animals and assistance animals shall not be kept, bred, or used at the Project for any commercial purpose; and
  - (B) Such service animals and assistance animals shall be permitted on the Common Elements, provided the animal is on a leash or otherwise under the control of its handler by voice controls, signals, or other effective means.

2. 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, such as guinea pigs, rabbits, fish, or birds ("**pets**") 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. Service animals and assistance animals are not "pets."
  - (A) Except for fish, no more than two (2) pets shall be allowed per Unit.
  - (B) No pet may exceed sixty (60) pounds in weight, or such other reasonable weight limitation as determined by the Board. Infant or juvenile pets of a type or breed that, when fully grown, is likely to exceed said weight limitation are not allowed.
  - (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, service animal, and/or assistance animal shall register such pet, service animal, and/or assistance animal with the Managing Agent, who shall maintain a register of all pets, service animals, and assistance animals kept in the Project. Where possible (i.e., for dogs, cats, and other similar animals), pets, service animals, and assistance animals shall wear an identification tag containing the name and contact information of the Occupant.
  - (E) No pet is permitted on the Recreational Amenities except in areas specifically designated for such pet.
3. Any pet, service animal, or assistance 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, service animal, or assistance animal 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 assistance 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 and/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 that may be kept pursuant to these House Rules. The Board may from time to time promulgate such rules and regulations regarding the continued keeping of pets, service animals, and assistance animals as the circumstances may require or the Board may deem advisable.
4. Each owner of a pet, service animal, or assistance animal and the Owner of the Unit in which such pet, service animal, or assistance animal 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, service animal, or assistance animal in the Unit and the Project.
5. Except when in transit or when using the dog park, pets shall not be allowed in any common area. Any pet, service animal, or assistance animal in transit through the common areas must be carried whenever practicable or on a leash that keeps the pet, service animal, or assistance animal within three feet (3') of its handler's feet. Pets, service animals, and assistance animals shall not be allowed to come into contact with persons other than the handlers thereof, or other animals, except as permitted by such persons or the owners of the other animal(s). Pets, service animals, and assistance animals shall be under the supervision and control of their handlers at all times. For purposes of this section, a pet, service animal, or assistance animal on an unattended leash does not constitute being under the supervision and control of its handler. If physical control of a service animal or assistance animal is impracticable or would interfere with the assistance that the animal provides, the service animal or assistance animal must be under the control of its handler by voice control, signals, or other effective means.
6. Any damage to the Project caused by a pet, service animal, or assistance animal shall be the full responsibility of the owner of such pet, service animal, or assistance animal and the Owner of the

Unit in which the pet, service animal, or assistance animal is kept, and the costs of repair or replacement shall be specially assessed to such person(s).

7. Owners of pets, service animals, and assistance animals shall be responsible for immediately picking up and cleaning up after their pets, service animals, and/or assistance animals. Waste and trash (sand, litter paper, etc.) shall be wrapped and disposed of with extra care in tightly sealed packages.
8. Owners of dogs, other than dogs that are service animals or assistance animals, shall be assessed a special annual fee of \$50.00 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, speakers, amplifiers, etc. that may disturb other Occupants and/or Guests.
2. Occupants and Guests shall maintain quiet hours between 10:00 p.m. and 7:00 a.m. on weekdays (Sunday through Thursday nights) and midnight to 8:00 a.m. on weekends (Friday through Saturday nights).

#### SECTION VIII. BUILDING MODIFICATIONS

1. No structural changes of any type by an Occupant shall be permitted within the Common Elements except as permitted by, and in accordance with, the provisions of the Declaration and 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 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 antennas, machines, air conditioning units, other equipment, or appurtenances whatsoever on the exterior of the Project or protruding through the walls, windows, or roof of the Project, except an antenna 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 provided by the Board.
4. No Occupant of a Residential Unit shall decorate the exterior of the entry door of such Occupant's Unit or any Common Element of the Project, except in accordance with such standards and/or guidelines as may be established by the Board from time to time.
5. An Occupant may install one additional deadbolt on the entry door to such Occupant's Unit, provided that such deadbolt 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.

#### 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 Bylaws. With respect to Residential Units 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 shall meet the acoustic requirements for flooring as set forth in the Declaration. 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 that 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 Elements of the Project are cleaned of construction debris, equipment, supplies, and other rubbish on a daily basis by any person(s) working on a Unit. No accumulation of trash or other debris from construction activity within a Unit shall be allowed or permitted to remain in the hallways or other Common Elements of the Project.
5. Trash Removal. The use of any of the trash chutes, rooms, containers, or receptacles of the Project for the disposal of construction trash or debris is strictly prohibited. The Owner and/or contractor shall arrange for the removal of all such construction trash, debris, and other materials from the Premises without the 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 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.
6. Use of Specified Elevator Only. The contractor and all laborers engaged in the construction of the interior improvements to a Unit are to be notified by the Owner that they may only use the elevator specifically set aside for use by contractors and laborers and that use of any other elevator in the Project is prohibited for these purposes. If the contractor and/or laborers use any other elevator, the Owner shall be responsible for any and all damages and/or clean-up costs that may be caused or incurred by the Association as a result of such improper use, and the Association and/or Managing Agent shall have the right to bar the offending contractor from entering the Premises until satisfactory arrangements are made for the payment and repair of any damages and/or the removal of any construction trash, debris, and 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 their storage locker(s), if any, pest- and odor-free and in good order and condition and observe and conform to all laws, ordinances, rules, and regulations applicable to the use of the Project and their storage locker(s) now or hereafter made by any governmental authority or the Board. Storage lockers 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 room, storage locker.
3. Nothing shall be allowed, done, or kept in any storage locker that would overload or impair the structure of the storage locker.
4. No Occupant shall use or permit to be brought into or stored in the building or Common Elements, including, without limitation, the storage lockers, any flammable or combustible substances such as gasoline, propane, turpentine, kerosene, gunpowder, hazardous substances, fireworks, or other explosives 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 Elements 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.
8. Waterbeds of any nature are prohibited in the Project.
9. Feeding of non-captive birds or any animals on any Common Element is prohibited.
10. Climbing of walls, trees, fences, and other Common Elements, other than the Recreational Amenities expressly designed for climbing, if any, is prohibited.
11. Use of fireworks of any kind anywhere on the Premises is prohibited.
12. No one other than authorized building staff, the Board, and their representatives, may at any time or for any reason whatsoever enter upon or attempt to enter into any mechanical room, utility room, maintenance or equipment storage room, workshop area, or the rooftop of the building, other than the Recreational Amenities on said rooftop.
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 the use of the Recreational Amenities and Common Elements of the Project by such Owners, Occupants, and Guests, 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 AMENITIES

1. The Recreational Amenities may be used between the hours of 5:00 a.m. and 10:00 p.m. daily, or during the hours posted for the various amenities.
2. Running jumping off walls, and horseplay are not permitted in the Recreational Amenities.
3. Swimming is permitted only in appropriate bathing attire. Nude sunbathing is prohibited.
4. All suntan oil, dirt, and other such materials must be removed before entering the swimming pool, hot tub, steam rooms, massage rooms, saunas, or cold plunge. Persons with open sores, wounds, or communicable diseases are not allowed in the swimming pool, hot tub, steam rooms, massage rooms, saunas, or cold plunge. Spitting, urinating, and blowing of ones' nose in the swimming pool, hot tub, or cold plunge is strictly prohibited. Splashing of water other than that accompanying normal swimming is not permitted.
5. Infants and toddlers are required to wear a swim diaper in the swimming pool. If there is a feces accident in the swimming pool, the pool must be drained, treated, and refilled at the expense of the responsible Occupant whose child or Guest caused the accident. Owners will be held responsible for any costs assessed against their Occupants.
6. No glass items of any kind or similar breakable items shall be permitted in the Recreational Amenities or adjacent areas. The introduction of sand, rock, or other foreign matter in the swimming pool is strictly prohibited.

7. There will be no lifeguard at the swimming pool, hot tub, or cold plunge. Therefore, anyone using the swimming pool, hot tub, or cold plunge does so at such person's own risk and is fully responsible for such person's own safety.
8. Swimmers must dry themselves before leaving the swimming pool, hot tub, or cold plunge areas.
9. Parents or responsible adults are responsible for their children's safety within any Recreational Amenity or Common Element.
10. Upon written request to the Managing Agent or through any other reservation system adopted by the Board, certain designated areas of the Recreational Amenities may be reserved for use and/or for private events. The decision to allow the reservation of such areas for private events shall be subject to guidelines adopted by the Board from time to time and shall be implemented by the Managing Agent. The Board may opt to charge a rental fee for certain areas of the Recreational Amenities and/or for large-scale private events (20+ people). The guidelines shall be for the purpose of reasonably regulating, restricting, and/or limiting the use of these areas for private events. For all functions involving more than six (6) persons, a reservation shall be required. A written request form is available at the Managing Agent's office and/or will be available online. The request must be provided to the Managing Agent no less than one (1) business day prior to the scheduled function date for approval. The Managing Agent has the right to deny a request based on availability.
11. 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 Residential Unit number and, if a Guest, to give the name and Residential Unit number of the host Occupant and to confirm, if required, the physical presence of the Occupant acting as host.
12. No animals (except for service animals and assistance animals as defined above) are allowed in or around the Recreational Amenities, except in the dog park.
13. Intoxicated persons are not permitted to use the Recreational Amenities.
14. Children under twelve (12) years of age must be supervised by a responsible adult when using the Recreational Amenities, including, without limitation, any children's play area.
15. 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 additional rules governing the use of the Recreational Amenities which are not inconsistent with these House Rules.
16. Eating, drinking of beverages (including alcoholic beverages in moderation), and picnicking may be allowed in designated areas in the Recreational Amenities. The use of hibachis, barbeques grills, and other open-fire cooking equipment is strictly prohibited in all areas except in any designated barbeque areas or where built-in permanent barbeques are available.
17. For safety and privacy reasons, children under the age of fifteen (15) are not permitted to use the fitness center and the equipment located therein.
18. The Recreational Amenities located on the rooftop shall have a maximum occupancy of fifty (50) people.
19. Anyone violating these rules may be asked by the Managing Agent or building staff to leave the area.

## SECTION XII. INTERACTION WITH COMMERCIAL AREAS

1. Occupants and Guests of Residential Units shall not park in stalls reserved for the Commercial Units.
2. Occupants and Guests of Residential Units shall not solicit patrons of the Commercial Units, Commercial Limited Common Elements, or Commercial Unit 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, as stated below, may be charged 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 by Certified and Regular Mail) to the offending Occupant, with a copy being sent by 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).
3. Any assessment not paid within fifteen (15) calendar days after the due date shall be subject to the same late fee and interest penalties as delinquent maintenance assessments or other amounts 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, the Managing Agent, and their 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 the 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 ten (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 the 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 prescribed 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 Project 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 Project 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 PROJECT DOCUMENTS

Notwithstanding anything herein to the contrary, these House Rules shall be subject to the Declaration and the Bylaws (the "**Project Documents**"), and in the event of any conflict between these House Rules and the Project Documents, the Project Documents shall govern and the Board shall make such changes to these House Rules as necessary from time to time to comply with the Project Documents. Any dispute may also be handled pursuant to Article XLI of the Declaration and Section 514B-161 of the Act.

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 Muse Honolulu for and on behalf of the Association this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

1538 Kapiolani, LLC,  
a Hawaii limited liability company

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

Name:

Its:

"Developer"