



ASSOCIATION RULES

These Association Rules have been adopted by the Board of Directors of the Association of Unit Owners of The Collection condominium in accordance with its Declaration and Bylaws. These Association Rules apply to the Tower Phase of the Project. The Board may adopt separate or supplemental Association Rules for other Phases of the Project.

These Association Rules are intended to promote safety and harmonious living, to enhance the reputation of the Project, and to protect Residents as much as reasonably possible from annoyance or nuisance caused by improper or unreasonable conduct. These Association Rules are intended to be liberally construed towards those ends.

The Board may delegate responsibility for enforcement of these Association Rules to the Managing Agent or the resident manager for the Project (the "**Resident Manager**") and/or the security staff employed by the Association under the supervision of the Resident Manager. All Residents shall strictly comply with these Association Rules and the covenants, conditions, and restrictions set forth in the Declaration and the Bylaws. In the event of any inconsistency between these Association Rules and the Declaration or the Bylaws, the Declaration or the Bylaws, as the case may be, will control.

SECTION 1. DEFINITIONS

- 1.1 The term "Unit" shall mean and include each Residential Unit located within the Project. The term Unit as used in these Association Rules does not include Commercial Units, which are not subject to these Rules.
- 1.2 The term "**Motor Vehicle**" shall mean and include any vehicle powered by engine or motor, including but not limited to automobiles, motorcycles, and motor scooters.
- 1.3 The term "**Resident**" or "**Residents**" means any Owner of any Unit in the Project, members of the Owner's family and household who reside in the Owner's Unit.
- 1.4 The term "Tower Recreation Facilities" shall include the e-lounge and surf board storage located on the first floor of the Tower, the workshop area located on the second floor of the Tower, all bicycle storage areas located within the Tower and the Tower Parking, including without limitation the bicycle storage on the fourth floor of the Tower, the dog run and dog washing areas on the sixth floor of the Tower, the recreation deck, pool, club room and adjacent kitchen, the fitness and yoga center, and common restrooms located on the seventh floor of the Tower and above the Parking Garage, and all other areas in or around the Tower designated for the exclusive recreation-related use of the residents of Units in the Tower.
- 1.5 The term "Lanai" shall mean any lanai or balcony affixed or attached to a Unit.
- 1.6 All other capitalized terms have the meanings assigned in these Association Rules or in the Declaration.
- 1.7 The term "Guest" is any Guest, Licensee, and /or invitee of a "Resident." Guests are the responsibility of the Unit Owner.
- 1.8 The term "Commercial Activity" is either a regular course of commercial conduct as part of a commercial enterprise, or a specific transaction or act. The commercial activity shall be determined by reference to the nature of the course of conduct or particular transaction or act, rather than by reference to its purpose. Commercial activities of any type conducted in common areas are strictly prohibited, but commercial activities conducted wholly within residential Units are permitted to the extent not prohibited by applicable law and only so long as there are no customers, clients and/or vendors entering and exiting residential Units.

SECTION 2. THE UNITS LANAIS AND STORAGE LOCKERS

- 2.1 Each Resident shall register with the Resident Manager and provide emergency contact information, license plate number of Motor Vehicles to be parked in the parking garage, type and number of pets (if any) and other information as the Resident Manager may from time to time deem necessary and appropriate.
- 2.2 Owners who rent or lease their Units shall designate a local agent to represent them if their primary residence is outside the State of Hawaii or if they will be absent from the State for more than thirty (30) days. Owners who do not reside full-time in their Unit must file with the Resident Manager their out-of-town address, telephone number, and email address, and the address, telephone number and email address of their local agent.
- 2.3 If the immediate service of the 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 or the Resident Manager.
- 2.4 Each Unit shall be used for residential purposes permitted under the Declaration, and subject to all of the use restrictions contained in the Declaration and Bylaws.
- 2.5 Residents are responsible for cleaning and maintaining their Units in good order, condition and repair, including cleaning of all Lanai doors and Lanai windows.
- 2.6 No Resident shall make or suffer any strip or waste or unlawful, improper, or offensive use of his/her Unit or the Common Elements.
- 2.7 Kitchen garbage disposals shall be utilized for disposing soft food waste only. Grease and oil may not be disposed of via sinks, drains or other plumbing apparatus.
- 2.8 Washing machine hoses are declared to be "high risk components" and, as such, must be inspected annually and replaced at least every five (5) years in accordance with guidelines issued by the Board. Washing machine hoses may be replaced only with hoses meeting the specifications approved by the Board. As set forth in the Declaration and Bylaws, the Board has the power to declare other components of a Unit to be "high risk components", and all Owners are required to maintain certain liability insurance with respect to such components.
- 2.9 Residents are responsible for cleaning and maintaining all portions of the Unit air conditioning system in accordance with maintenance guidelines adopted by the Board. Maintenance of all portions of the Unit air conditioning system located outside of a Unit or its Lanai shall be performed only by professionals approved by the Board. Hallway doors shall not be propped open.
- 2.10 Air conditioning equipment on Lanais may not be covered, and air flow to the equipment may not be obstructed. Nothing shall be placed on air conditioning equipment that could fall or be blown off the Lanai.
- 2.11 No clothes, towels, garments, rugs, or other objects shall be hung on clotheslines or from the Lanai railings or walls, doorways, windows, or facades of the residential Units in such a manner as to be in view of persons outside the building. No shoes, flip-flops, slippers, sandals, dry cleaning, or other objects shall be allowed to remain in view at the front entrance of any residential Unit.
- 2.12 Lanais shall not be used for storage in any manner, including without limitation, sports and play equipment, surplus cartons, boxes, or any other belongings. Any furniture, plants, or other articles which, in the opinion of the Board, are unsightly, shall be removed from and kept off of the Lanais upon request by the Board. Plants that protrude over the Lanai railing or block the railing and view shall be prohibited.

- 2.13 Lanai furniture shall be appropriate in terms of appearance, sturdiness and weight for the occasionally windy environment surrounding the Tower, and in the event of severe weather, including wind, the Owner shall assure that any Lanai furniture is appropriately secure and/or shall bring the Lanai furniture into the Unit until the severe weather condition has passed. The Resident Manager shall have the discretion to issue and post from time to time a warning of severe weather conditions, including wind, and to require that all Owners who have furniture, plants, or other items on their respective Lanais are to bring such furniture, plants or other items into their Units until such severe weather condition has passed.
- 2.14 Smoking, cooking, grilling, candles and open flames or fires of any kind are strictly prohibited on Lanais.
- 2.15 In watering plants on the Lanai, or otherwise cleaning the Lanai the Owner shall at all times use extreme care and caution to avoid any water flowing or dripping over the Lanai edge to the Lanai(s) below.
- 2.16 Children must be monitored while on Lanais, and must not be allowed to climb on or over Lanai railings.
- 2.17 No rugs, draperies, or other objects shall be dusted, beaten, or shaken from the windows or on the Lanais, stairways, and hallways of the Project, Dust, rubbish or litter shall not be swept or thrown from any Unit into the hallways or any exterior part of the Project.
- 2.18 Nothing shall be allowed, done, or kept in any Unit or common area that would overload, damage or impair the Tower's exterior windows and frames, Lanais or 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.
- 2.19 Residents shall not alter, pierce or otherwise tamper with the post-tension concrete slabs and cables above and below a Unit, which could result in serious damage the integrity of the post- tension concrete system and/or cause serious injury or damage to persons and property. Without limiting the foregoing, window coverings may not be attached or anchored to such slabs. Window coverings may be mounted or attached only to designated locations on window frames using methods or systems approved by the Board.
- 2.20 Residents shall not tamper with or hang anything from any sprinkler heads or other fire-control equipment located in Units. Residents must promptly report any damage to the fire-control system to the Resident Manager.
- 2.21 Draperies, curtains, shades or any other window coverings which are visible from the exterior of the building are not permitted to show any color other than light earth tone shades approved by the Association. Window coverings must be maintained in good condition and repair at all times.
- 2.22 Residents may not tint or alter any of the glass windows of a Unit in any way, unless using a professionally licensed installer and using clear window tints approved in advance by the Board in accordance with the Bylaws.
- 2.23 Residents shall maintain their storage lockers and their contents in clean, sanitary and pest- and odor-free condition. Food or other materials likely to attract insects or vermin may not be kept in storage lockers. Storage of gasoline, propane, turpentine, or other highly flammable material in storage lockers is strictly prohibited. Residents are strongly encouraged to keep ant and roach traps in their storage lockers at all times. Storage lockers are subject to periodic spraying, fumigation and other pest-control measures by the Association.

SECTION 3. COMMON ELEMENTS

- 3.1 All Common Elements of the Project shall be used only for their respective purposes for which they were intended as designed or as set forth in the Declaration. Appropriate attire and footwear must be worn in the Common Elements of the Project.
- 3.2 All Residents are strictly prohibited from accessing the Project's rooftops and mechanical, generator, electrical, and other utility rooms.

- 3.3 No Resident shall place, store, or maintain on walkways, roadways, grounds, or other Common Elements any furniture, packages, or objects of any kind or otherwise obstruct transit through such Common Elements. Supermarket carts are not permitted at the Project.
- 3.4 Except as otherwise specifically provided in these Association Rules, eating, drinking, or smoking is not permitted in any Common Element of the Project including, without limitation, lobbies, hallways, elevators, corridors, stairwells, waiting areas, and the parking garage.
- 3.5 The Collection is intended to be a smoke free Project. The smoking of tobacco (cigarettes or cigars) or any other substance on Lanais or in the Common Elements of the Project is strictly prohibited. Smoking within a Resident's Unit is permitted but only if the Resident takes reasonable steps to prevent smoke from infiltrating the Common Elements of the Project and other Units in the Project. This includes excessive seepage out of windows or doors and penetrating neighboring units through ducts, chases or conduits.
- 3.6 No recreation activities shall be permitted in any portion of the Project except in the Tower Recreation Facilities for their intended use, or any other Common Elements of the Project which may be expressly designated for such recreation activities,
- 3.7 No Resident shall alter or remove any furniture, furnishings, fixtures, or equipment from the Common Elements.
- 3.8 When moving furniture or other large objects, including construction materials related to interior Unit alterations or repairs, Residents must reserve a date and time with the Resident Manager, who will schedule the use of one of the loading zone stalls and one of the elevators at such times and in such manner as will cause the least inconvenience and disruption to others. Moving hours are between the hours of 8:00 a. m. through 4:30 p.m. on Mondays through Saturdays. Transporting of Christmas trees to and from a Unit requires a tree bag which can be obtained at the Resident Manager's office.
- 3.9 Repairs of a Motor Vehicle, boat, surfboard, or other equipment shall not be permitted on the Common Elements of the Project, including any parking stall. The workshop located in the Tower may be used for small repair projects, subject to the rules applicable to its use that the Resident Manager may establish.
- 3.10 Residents shall not place signs, in or on Unit or any Common Element of the Project except as may be approved by the Board.
- 3.11 The Common Elements are subject to video surveillance at all times. Covert cameras have been installed in various common areas including in the elevators and the intended use is for post- incident investigation, not deterrence.
- 3.12 No solicitation of any kind is allowed, including door to door, anywhere in the Project. Please report violators immediately to the Resident Manager.
- 3.13 No Resident shall cut, trim, damage, plant additional landscape, or remove any of the trees, plants, shrubs, groundcover, lighting, or other elements of the Project's landscaping.

SECTION 4. REFUSE

- 4.1 No refuse, garbage, or trash of any kind shall be thrown, placed, or kept on any Common Elements of the Project outside of the disposal facilities provided for such purpose.
- 4.2 All garbage must be securely bagged before being placed in the trash chute.
- 4.3 All recyclables, including glass, newspaper, cardboard, and certain plastics, shall be disposed of in receptacles designated for them. Recyclables may not be disposed of in the trash chute unless they are severely soiled.

- 4.4 No flammable, combustible, volatile liquid paint cans, spray cans, or other regulated hazardous materials are allowed to be disposed of in the trash chute. Such items shall be disposed of in accordance with applicable law.
- 4.5 Use of the trash chute on each floor is limited to between the hours of 8:00 a. in, to 10:00 p.m. daily.
- 4.6 Bulky items shall not be put into the trash chute(s), but shall be taken to the main trash room.

SECTION 5. PARKING

- 5.1 Parking in areas of the Project not expressly designated for parking is prohibited. Residents shall not under any circumstances or at any times park in or use parking stalls assigned to Commercial Units.
- 5.2 All parking located in the parking structure is reserved for the use of the Residents of the Units to which the parking stalls are appurtenant. No Resident shall use any parking stalls located in the parking structure other than the parking stall(s) which is/are appurtenant to such Resident's Unit, as designated in the Declaration, except as permitted under the Declaration or as permitted in writing by the Resident of the Unit to which the subject parking stall(s) is/are appurtenant or as otherwise duly authorized by the Resident Manager.
- 5.3 No Motor Vehicles shall be parked in the driveways, entrances, and exits of the Project and in any areas marked with red paint; provided that Residents of residential Units may park in the drop-off area fronting the entrance to the Tower for a period not to exceed 20 minutes for the purpose of loading and unloading.
- 5.4 Motor Vehicles should be centered in parking spaces so as to prevent crowding of adjacent spaces and/or blocking of passages. No Motor Vehicle shall be parked so that any portion thereof shall protrude from the parking stall.
- 5.5 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.
- 5.6 Each Resident shall assume full responsibility for protecting his or her Unit, storage locker, Motor Vehicle (s), and the contents thereof from theft, robbery, pilferage, vandalism and other loss.
- 5.7 The parking areas shall not be used for playing or loitering.
- 5.8 Violators of the parking regulations set forth in this Section may have their vehicles towed away at their own expense; provided that Residents shall be responsible for authorizing the towing of unauthorized vehicles from such Resident's assigned parking stalls, and must sign all required authorizations for the towing of vehicles from such assigned parking stalls. If the violator is a guest, licensee or invitee of a Resident, the Resident shall be held responsible for payment of any fines or related charges not paid by the violator.
- 5.9 Guest parking stalls in the Project are for the use of guests of Residents only between the hours of 7:00 a. m. and 1:00 a. m. Each guest vehicle is permitted to park in a guest parking stall for a maximum of four (4) hours between the hours of 7:00 a. m. and 1:00 a.m. daily. Notwithstanding the foregoing, a guest may park a vehicle in a guest parking stall between the hours of 1:00 a. m. and 7:00 a. m. provided that the Resident obtains from the Resident Manager an overnight parking pass for such guest. Tower guests must register by filling in information required on the sign-in sheet located at the security desk located inside the lobby of the Tower. No Residents (except guests) may park in the guest parking stalls. Owners are responsible for informing their Guests and Tenants of the parking rules.
- 5.10 No personal property, other than Motor Vehicles, shall be stored in or on the Limited Common Element parking stalls appurtenant to any Unit. Any other items of personal property shall be stored or placed into any storage locker or storage room appurtenant to the Unit.
- 5.11 Residents shall be responsible for maintaining the respective parking stall(s) appurtenant to the Resident's Unit in a clean and safe condition, free from oil drips or other discharge from the Resident's Motor Vehicle(s). If at any time the Resident is provided with written notice from the Association that the

Resident's parking stall(s) contain oil drips or other discharge the Resident shall, at Resident's sole cost and expense, arrange to have the parking stall(s) cleaned so as to remove such oil drips or other discharge within fourteen (14) days following the date of such notice either by (a) the Association's maintenance personnel at a cleaning fee established from time to time by the Resident Manager, or (b) one of the vendors providing such cleaning service which have been approved for such cleaning services by the Association's Board or its Resident Manager from time to time. If the Resident fails to clean the affected parking stall(s) within such 14-day period, then, and in such event, the Association may (i) clean or arrange to have cleaned the parking stall(s) and charge the Resident for all costs incurred in cleaning the parking stall(s), and (ii) also assess the Resident of the Unit to which the parking stall is appurtenant a fine not to exceed \$100.00. The fine for failing to clean the parking stall as provided in this paragraph is subject to review and change by the Board from time to time.

- 5.12 Residents shall register their Motor Vehicles with the office of the Resident Manager.
- 5.13 Residents shall at all time while in the parking garage maintain safe and proper speeds and use headlights.
- 5.14 Washing or repair of Motor Vehicles in any of the parking stalls is prohibited.
- 5.15 Use of any electric vehicle charging stations provided by the Association shall be in strict accordance with posted Association rules regarding their use. In order to provide access to the electric vehicle charging stalls for those who want to utilize them, parking in the electric vehicle charging stalls when not charging is permitted by approval of the front desk and the car must be moved on demand.
- 5.16 If any Resident desires to install an electric vehicle charger at the Resident's parking stall, the Resident must first secure Board approval of such installation. An application for such approval must include (a) written approval of the Owner(s) of the Unit to which the stall is assigned, (b) plans and specification for the installation of the charger, including a meter for measuring its electrical usage, prepared by a licensed electrical engineer designated or reasonably approved by the Board, (c) certification from the electrical engineer that the Project circuit on which the charger would be installed has the capacity for the chargers, and (d) reimbursement of any reasonable costs the Association may incur to secure its own professional evaluation of the application, provided that no other fee shall be charged for any proposed installation. The Board may disapprove any proposed charger if it reasonably determines that the charger is likely to exceed the capacity of the circuit on which it would be installed, or that the charger would otherwise jeopardize safety or the integrity of the Project's electrical system. If the Board approves the application, the charger may be installed by a licensed contractor in strict accordance with the approved plans and any rules, conditions and specifications adopted by the Board, Prior to such installation, and all times thereafter, the Owner of the Unit to which the stall is assigned shall provide the Board with a current certificate of insurance naming the Association as an additional insured under the Owner's homeowners' insurance policy. The Owner, and not the Association, shall be responsible for at all times maintaining the charger and any associated lines, conduits and connections in good and safe order and condition. The Association shall have the right to inspect the charging system and its meter. The Owner shall be responsible for all costs of metered electrical usage associated with the charger, which the Association may assess as part of the Owner's monthly assessment or as separate assessments.

SECTION 6. PETS & SERVICE ANIMALS

- 6.1 A maximum of two (2) dogs and/or cats may be kept or housed in each Unit as domestic pets (and not for commercial or breeding purposes). In addition, a reasonable number of small pet birds (such as canaries and parakeets) and fish may be kept as domestic pets in cages or aquariums within a Residential Unit. All pets shall be subject to the restrictions in the Declaration, Bylaws and these Association Rules. All other animals are banned from the Project, except as provided in the Declaration and Bylaws with respect to Service Animals as defined below.
- 6.2 Pets must be kept within the interior of a Residential Unit, not on its Lanai, and no animals may be placed or kept in storage lockers. Pets shall be walked only in exterior areas allowed by the Board or in the Tower's dog run. Pets are otherwise strictly prohibited from the Tower Recreation Facilities. Pets shall not be allowed in the Common Elements except in transit to a vehicle, an approved exterior area, or the dog run. Pets outside of Units shall be carried or on a short leash the length of which being no

more than 2 feet from the handler's feet. When outside a Unit all dogs and cats shall wear a collar with a tag or label with their owner's name and phone number.

- 6.3 No Resident shall permit it his or her 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 Resident.
- 6.4 Residents must register their dogs, cats and any service animals with the Resident Manager or Managing Agent. Each Resident shall pay an annual registration fee for each dog and cat to defray the Association's additional costs of dealing with pet-related issues, including cleaning associated with the presence of pets and maintenance of the pet registry. Such fee shall initially be \$75 per dog or cat per year.
- 6.5 Pets shall not be permitted to cause or create a disturbance to any other Owner or Resident, including but not limited to excessive barking by dogs. 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, Resident or guest may be ejected from the Project; 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. A tenant of a Unit owner must obtain the written consent of the Unit owner to keep a pet or pets in the Unit. Notwithstanding such consent, a tenant may keep only those types of pets which may be kept by a Unit owner.

Dogs that are prohibited are those that demonstrate a propensity for dominant or aggressive behavior as indicated by, but not limited to, any of the following conduct: unprovoked barking, growling or snarling at people approaching the pet; aggressiveness toward people; biting or scratching people.

- 6.6 Each owner of a pet or Service Animal and the owner of the Unit in which such pet or Service 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 or Service Animal in the Unit and the Project.
- 6.7 Any damage to the Project caused by a pet or Service Animal shall be the full responsibility of the owner of the animal and the owner of the Unit in which the animal is kept and the costs of repair or replacement shall be specially assessed to such person(s).
- 6.8 Certified guide dogs, signal dogs or other animals upon which disabled Owners or Residents depend for assistance ("Service An/ma/s") shall be permitted to be kept by such Owners and Residents in their Unit and shall be allowed to walk throughout the Common Elements while on a short leash, provided that such animals shall at all times be accompanied by their owners while present upon the Common Elements. If such a certified guide dog, signal dog or other animal causes a nuisance or unreasonable disturbance or poses a threat to the health or safety of any Resident, the owner thereof will be given an opportunity to rectify the problem by measures which fall short of ejecting the animal from the Project. Ejecting the service animal will be required only if the Board reasonably determines that less drastic alternatives have been unsuccessful. If such animal is ejected, it will nonetheless be allowed to remain at the Project for a reasonable period of time agreed upon between the owner and Board. The owner will therefore attempt to find a suitable replacement animal, provided that the problem is controlled to significant 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 Residents or Project staff.

SECTION 7. NOISE

- 7.1 Residents shall exercise care in the use of musical instruments, radios, televisions, sound systems, amplifiers, etc. that may disturb other Residents.
- 7.2 Residents are prohibited from performing construction activity within their respective Units except during the following hours: Monday through Saturday: 8:00 a.m. through 5:00 p.m.
- 7.3 Residents of Units shall maintain quiet between 10:00 p. m. and 7:00 a. m. on weekdays (Sunday through Thursday nights) and 11:00 p.m. to 8:00 a. m. on weekends (Friday and Saturday nights).

SECTION 8. BUILDING MODIFICATIONS

- 8.1 No structural changes of any type by a Resident shall be permitted within the Common Elements except as permitted by, and in accordance with, the provisions of the Declaration and Bylaws.
- 8.2 Except as otherwise provided in the Declaration, Bylaws or these Association Rules, no signs, posters, signals, or lettering shall be inscribed or exposed on any part of the Units or Common Elements appurtenant thereto nor shall anything be projected out of any window or door or off any Lanai of any Unit, without the prior approval of the Board,
- 8.3 No Resident shall, without the prior written approval of the Board, install any wiring for electrical, data, or telephone installations, television antennae, satellite dish, 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; provided, however, that antennae covered by the FCC Antenna Rule (47 C.F.R. Part 1, Subpart S, Section 1.400 et seq.) may be installed in accordance with guidelines adopted by the Board from time to time.
- 8.4 No Resident of a Unit shall decorate the entry door of his/her Unit or any Common Element of the Project except in accordance with such standards and/or guidelines as may be established by the Board from time to time.
- 8.5 The Resident of a Unit may install one additional deadbolt on the entry door to such Resident's Unit, provided that such deadbolt and the installation thereof shall be in accordance with guidelines and specifications adopted by the Board from time to time.

SECTION 9. INTERIOR UNIT MODIFICATIONS/CONSTRUCTION WORK

- 9.1 Interior Unit Modifications. No alterations, modification or changes to a Unit shall be made or permitted by a Resident except as permitted by, and in accordance with, the provisions of the Declaration and Bylaws. The Declaration and Bylaws contain, among other things, restrictions on floor installations and any piercing of the concrete slabs located below and above each Unit.
- 9.2 Hours of Work. Construction activity related to interior alterations, modifications or changes to any residential Unit shall be allowed only on Monday through Saturday (excluding state and/or federal holidays) between the hours of 8:00 a. m. to 5:00 p.m.
- 9.3 Construction Parking. Due to the lack of available on-site parking, all contractors or laborers engaged in the construction of the interior improvements to a Unit are to be notified that off-site parking will be required unless such contractor arranges through the Resident Manager for on-site parking in certain designated stalls or areas. If on-site parking is provided and any contractors, their workers or subcontractors park in stalls or areas which were not specifically cleared through the Resident Manager, such vehicles shall be subject to being towed at the expense of the Resident of the applicable Unit and such Resident's contractor, worker or subcontractor.
- 9.4 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 and other rubbish on a daily basis by any person or persons working on a Unit. No trash or other debris from the construction activity within a Unit shall be allowed or permitted to remain in the hallways or other Common Elements of the Project.
- 9.5 Trash Removal. The use of any of the trash chutes of the Project, containers or receptacles for disposal of construction trash or debris is strictly prohibited. The Resident and/or contractor shall arrange for removal of all such construction debris and other trash from the Project without use of the Project's trash chutes, containers or receptacles. If this rule is violated, the Association reserves the right to charge the Resident for the cost of removal of any such construction trash or debris and/or to bar the offending contractor from entering onto the Project until satisfactory arrangements are made to remove such construction trash and debris and reasonable assurances provided to the Association that such violation will not re-occur.

- 9.6 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 Resident 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 Resident shall be responsible for any and all damages and/or clean-up costs which may be caused or incurred by the Association as result of such improper use, and the Association and/or Resident Manager shall have the right to bar the offending contractor from entering onto the Project until satisfactory arrangements are made to remove such construction trash and debris and reasonable assurances provided to the Association that such violation will not re-occur.

SECTION 10. GENERAL

- 10.1 No Resident shall use or permit to be brought into or stored in the building or Common Elements, including, without limitation, the storage lockers located in the parking structure, any inflammable or combustible substances such as gasoline, kerosene, gunpowder, fireworks, or other explosives or anything deemed highly dangerous or hazardous to life, limb, or property.
- 10.2 Unit owners shall observe and adhere to these Association Rules and ensure that all Residents adhere to these Association Rules. Unit owners are responsible at all times for the reasonable conduct and decorum of their family members, lessees, tenants, guests, licensees, and invitees while at the Project. All guests must sign in at the front desk.
- 10.3 Damage to the buildings or Common Elements by any Resident of a Unit shall be the responsibility of the Resident and Owner of such Unit and such damage shall be repaired at the expense of the Resident and Owner responsible.
- 10.4 Except as otherwise expressly provided in Section 12 of these Association Rules, surfboards, paddle boards (stand-up or otherwise), kayaks, and bicycles are not permitted on the residential floors of the Tower, or in the Units. All surfboards, paddle boards (stand-up or otherwise), kayaks, and bicycles must be registered with the Resident Manager's office. Residents are encouraged to store bicycles and surfboards (not more than 9 feet in length) in the designated storage areas within the Project for bicycles and surfboards. With respect to any paddle boards (stand-up or otherwise) and kayaks, Residents may store them at the Project only in such manner and place(s) as may be authorized by the Board and/or Resident Manager from time to time, if at all.
- 10.5 Waterbeds, spas, Jacuzzis and hot tubs of any nature are prohibited in the Project.
- 10.6 Feeding of non-captive birds on Lanais or of any animals on any Common Elements of the Project is prohibited.
- 10.7 Climbing of walls, trees, fences and other Common Elements other than the Recreation Facilities expressly designed for climbing is prohibited.
- 10.8 Use of fireworks of any kind anywhere on the Project site is prohibited.
- 10.9 Employees of the Association. At all times the employees of the Association shall be under the direction and supervision of the Resident Manager. The Resident Manager and/or Managing Agent shall implement the policies and procedures relating to the employees of the Association adopted from time to time by the Board. No employee of the Association shall be asked by a Resident or guest to leave the Common Elements of the Project or to perform any tasks which are personal to the Resident and/or beyond the scope of the employee's employment with the Association.

SECTION 11. REC REATION FACILITIES

- 11.1 The Tower Recreation Facilities are for the personal use and enjoyment only of Residents of Units in the Tower. Use of the Tower Recreation Facilities for commercial activities or purposes, non-commercial meetings or events held by clubs, organizations, or individuals of any kind, except those approved by the Board, is prohibited. All persons using the Tower Recreation Facilities do so at their own risk. There will be no lifeguard at the swimming pool (the "pool"), or staff at any activity or exercise rooms. Therefore,

anyone using those amenities does so at their own risk and is fully responsible for his/her own safety. Residents are responsible for their children's safety and conduct at all times when using any of the Tower Recreation Facilities and other Common Elements of the Project.

- At Cabanas #1 and #2, a total of 10 Guests and Residents from a Unit are allowed.
- At Cabana #3, a total of 12 Guests and Residents from a Unit are allowed.
- At the Club Room, a total of 25 Guests from a Unit are allowed.
- At the pool area, 3 Guests from a Unit are allowed.
- At the Fitness Center, 1 Guest from a Unit is allowed.

- 11.2 The Tower Recreation Facilities may generally be used between the hours of 8: 00 a.m. and 10:00 p.m. daily. The Board may establish other hours for specific facilities.
- 11.3 Use of the Tower Recreation Facilities is permitted only in appropriate exercise attire and footwear.
- 11.4 Use of the pool and spa is permitted only in appropriate bathing attire. No nude sunbathing is permitted.
- 11.5 Showering before entering the pool is required. The shower for the pool is located on the recreation deck area. All suntan oil, dirt, and other such materials must be removed before entering the pool. Persons having open sores or wounds or communicable diseases are not allowed in the pool. Swimsuits must be worn by all person using the pool, and swim caps must be worn by all persons using the pool with shoulder length hair or longer. Spitting, urinating, and blowing one's nose in the pool are strictly prohibited. Running, jumping off walls and horseplay are not permitted in the pool and adjacent areas at any time. Splashing of water other than that accompanying normal swimming is not permitted. The introduction of sand, rock or other foreign matter in the pool is strictly prohibited and will result in immediate eviction therefrom.
- 11.6 No glass items of any kind, food, beverages (other than water), diving equipment, or similar items shall be permitted on the pool deck, other than in designated barbeque areas.
- 11.7 With the exception of meetings or events approved by the Board, the club room and cabanas on the 7TH floor may be reserved for private parties only (i.e. social gatherings with no commercial purpose) upon written request to the Resident Manager, and pursuant to the policies, reservation mechanics, and procedures relating thereto as established from time to time by the Board and as implemented by the Resident Manager. Use of the club room for commercial use or solicitation is prohibited. Functions at the club room cannot be for commercial purposes or non-commercial meetings or events held by clubs, organizations, or individuals of any kind, except those approved by the Board. Use of the club room is restricted to a sponsor who must be a current Owner/Resident of a Residential Apartment at the Tower. If the sponsor Owner/Resident is not in attendance at the reserved date and time of the scheduled function, the Resident Manager may terminate the function immediately, and the Board may bar the Owner/Resident from making future reservations for use of the club room. The policies and procedures shall be for the purpose of reasonably regulating, restricting and/or limiting the use of these areas for private parties. Depending on the size, location, and nature of the amenity, the Board may also restrict the number of persons who may occupy an amenity for an event. A reservation shall be required for all functions. Unless the Board restricts use of an amenity to fewer persons, no more than twenty-five (25) persons are allowed as guests at any one time. A written request form is available in the Resident Manager's office. The combining of functions by two (2) or more apartments for the purpose of exceeding the guest limitations will not be permitted. The written request may be submitted no more than sixty (60) days prior to the scheduled function date, except for certain high volume dates (i.e., Fourth of July, Labor Day, New Year's Eve) as determined by the Board for which special reservation requirements may be established. Residents shall be allowed to hold no more than five (5) scheduled reservations at one time. If the sponsoring Owner/Resident intends to serve or have available alcoholic beverages at such party, then in addition to any other policies and procedures adopted by the Board, the Owner/Resident may be required to provide evidence of appropriate and adequate liability insurance coverage for such scheduled function, including liquor liability, naming the Association as an additional insured thereunder. A deposit may be required for all reservations as may be determined by the Board from time to time.
- 11.8 A maximum time of four (4) hours is allowed for reservations between the hours of 8: 00 a.m. to 10:00 p. m. All functions must be completely finished, cleaned up and vacated by the end of the scheduled function and in any event, no later than 10:00 p.m. With the prior approval of the Resident Manager, a

Resident may be permitted to extend a function beyond four (4) hours (but not beyond 10:00 p. m.) if no other reservation has been made, If after thirty (30) minutes of the reserved time the area has not been claimed, the reservation will be automatically cancelled and the area may then be used on a first-come first-served basis.

- 11.9 All persons shall comply with the requests of the Resident Manager and/or Association staff with respect to matters of personal conduct in and about the Recreation Facilities and other Common Elements. The Resident Manager and other employees of the Association, including the security personnel, are authorized to require any person using any of the Recreation Facilities to identify himself or herself by name and Unit number and, if a guest, to give the name and Unit number of the host Resident and to confirm, if required, the physical presence of the Unit owner or Resident acting as host.
- 11.10 No animals (except for Service Animals permitted under the Declaration and Bylaws) are allowed in or around the Tower Recreation Facilities other than the dog run and dog washing area.
- 11.11 Intoxicated persons are not permitted to use the Tower Recreation Facilities.
- 11.12 Swimmers in the pool and spa users must dry themselves before leaving the pool and spa areas.
- 11.13 Those using the pool must be capable swimmers or must be supervised by a capable swimmer.
- 11.14 All persons using any of the Tower Recreation Facilities 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 Recreation Facility, and the Board may assess Residents who fail to do so for the costs incurred as a result, including Association staff time for any clean-up. The chairs or umbrellas, if any, on the pool deck should be returned to their original positions/locations to ensure a neat and orderly appearance. All Residents acknowledge and agree that the Resident Manager may issue supplemental rules governing the use of the Recreation Facilities which are not inconsistent with these Association Rules.
- 11.15 Eating, drinking of beverages (including alcoholic beverages in moderation), and picnicking shall be allowed in the community barbeque areas and in the club room and in no other areas at any time. Other than the gas barbeque grills provided in the community barbeque areas, the use of hibachis, barbeque grills, and other open-fire cooking equipment is strictly prohibited in all areas.
- 11.16 The noise levels while in the Recreation Facilities are to be kept at a respectful volume to assure an enjoyable setting for relaxation and to respect the nearby Residents in their Units. Music may only be enjoyed with portable music players with personal earphones.⁸
- 11.17 Anyone violating these rules may be asked by the Resident Manager to promptly leave the area.

SECTION 12. STORAGE FACILITIES — BIKES AND SURFBOARDS

- 12.1 Bicycles may be stored by the Residents in the bicycle storage area(s) provided in the Project. In order to use the bicycle storage area, the Resident must register his/her bicycle with the Resident Manager and obtain a Project sticker to affix to the frame of the bicycle. The Resident at all times shall maintain a current license from the City and County of Honolulu for any bicycle stored in the Project's bicycle storage area. If the demand for use of the Project's bicycle storage area exceeds the space available in the bicycle storage area the Resident Manager may implement a lottery system for assigning space in the Project's bicycle storage area to the Residents. If any Resident lets the bicycle license with the City and County of Honolulu lapse or otherwise is determined by the Resident Manager to have abandoned the bicycle stored in the Project's bicycle storage area, then, and in such event the Resident Manager shall be authorized to provide written notice to the Resident to remove such bicycle from the Project's bicycle storage area and if the same is not accomplished within thirty (30) days after notice to the Resident's registered contact address with the Resident Manager, then the Resident Manager shall have the right (but not the obligation) to without further notice or warning remove the bicycle from the Project's bicycle storage area (including cutting any lock), dispose of the bicycle and make such space available to another Resident within the Project. The bicycle storage area may not be used for parking or storage of mopeds, motor scooters, segways, or other powered vehicles or devices.

- 12.2 Limited storage for surfboards up to a length of nine (9) feet is provided within the Tower for Residents of the Tower only. In order to use the surfboard storage area and racks the Resident must register his/her surfboard with the Resident Manager and obtain a Project sticker to affix to the assigned slot of the surfboard storage rack. If the demand for use of the Project's surfboard storage racks exceeds the number of slots available in the surfboard storage area and racks the Resident Manager may implement a lottery system for assigning slots in the Project's surfboard storage area and racks to the Residents. If any Resident is determined by the Resident Manager to have abandoned the surfboard stored in the Project's surfboard storage area and racks, then, and in such event, the Resident Manager shall be authorized to provide written notice to the Resident to remove such surfboard from the Project's surfboard storage area and racks and if the same is not accomplished within thirty (30) days after notice to the Resident's registered contact address with the Resident Manager, then the Resident Manager shall have the right (but not the obligation) to without further notice or warning remove the surfboard from the Project's surfboard storage area and racks (including cutting any lock), dispose of it, and make such slot available to another Resident within the Project.
- 12.3 Residents are discouraged from storing their bicycles and/or surfboards in their Units, rather than in the bicycle storage and surfboard storage areas provided in the Project. Residents are prohibited from transporting their bicycles and surfboards to and from their Unit by means of the designated passenger elevators and/or the internal fire escape stairwell and may only use the designated "freight" elevator within the Project for such purposes.

SECTION 13. EXPENSES OF ENFORCEMENT

- 13.1 Every Resident shall be liable for and 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 provisions of the Declaration, Bylaws, or these Association Rules against such person.
- 13.2 Every Resident shall for and pay to the Association promptly on demand all costs and expenses, including reasonable attorney's fees incurred by or on behalf of the Association in remedying or rectifying a violation of any provisions of the Declaration, Bylaws, or these Association Rules which pose an imminent risk of bodily injury to others or property damage to the Common Elements and/or a Unit or Units.

SECTION 14. FINES

- 14.1 The violation of the Declaration, the Bylaws, or any of these Association Rules by a Resident shall give the Association, through the Board, the Managing Agent or the Resident Manager, the right, in addition to any other remedies, to levy a fine against the owner of the Unit of the responsible Resident. 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.
- 14.2 The fine for any violation shall be as follows:
- 14.2.1 First offense a written citation with a copy of said citation being sent to the Unit owner if the offender is not the Unit owner.
 - 14.2.2 Second offense a written citation and \$75.00 fine, which will be assessed against the Unit owner.
 - 14.2.3 Third offense a written citation and \$150.00 fine, which will be assessed against the Unit owner.
 - 14.2.4 Fourth and subsequent offenses a written citation and \$250.00 fine for each occurrence, which will be assessed against the Unit owner.

If the violation is not corrected within thirty (30) days after the date of the written citation, the fine will be

- increased by twenty dollars (\$20.00) per day from the thirtieth day until the violation is corrected.
- 14.3 A fine will be imposed for any second and subsequent violation if the violation is of the same nature as the previous violation. The progression of offenses described in Association Rule 14.2 above shall require that each separate offense be of the same nature as the previous offense.
- 14.4 After twelve (12) months, a paid fine shall be removed from a Resident's record and shall not be used in calculating subsequent violations.
- 14.5 The Managing Agent, the Resident Manager and their staff, as agents for the Board, are authorized to issue written citations and levy fines.
- 14.6 Appeal of Citations and Fines. The person penalized (herein called the “**offended**”) may appeal from the fine or penalty imposed by the Board, the Managing Agent, or the Resident Manager as follows:
- 14.6.1 Notice of Appeal. The offender may appeal such penalty within thirty (30) days after receiving notice thereof, by filing with the Secretary a written notice of appeal and the reasons therefor. The filing of a notice of appeal shall not halt the accrual of any ongoing fines or penalties which are the subject of the appeal. However, the Board may waive or rescind all or part of the aforesaid fines or penalties at the time of the hearing of such appeal.
- 14.6.2 Time for Hearing Appeal. All appeals shall be heard at a meeting of the Board within ninety (90) days after the notice of appeal has been filed with the Secretary.
- 14.6.3 Procedure. The causes of the fine or penalty shall be reported in writing by the Board, the Managing Agent or the Resident Manager at such meeting, with a statement of the facts on which the fine or penalty was based, a copy of which shall be furnished to the offender at least ten (10) days before the meeting, at which time a copy thereof shall also be filed with the Secretary. The offender shall then present at such meeting his or her defense in writing, to which the Board or its designee may reply orally. The offender or any one owner or other person on his or her behalf may then respond, and the Board or its designee may again speak in support of the fine or penalty imposed. Thereafter, no further discussions, except among the Board itself, shall be allowed.
- 14.6.4 Disposition of Appeal. The Board shall vote as to whether the fine or penalty shall be affirmed. If a majority of those present vote in the affirmative, the fine or penalty shall stand and shall be remitted by the offender in full within seven (7) days of the date of such meeting. If less than a majority of those present vote in the affirmative, then the fine or penalty shall thereby be rescinded.

SECTION 15. NON-DISCRIMINATION POLICY; SUPPLEMENTS AND AMENDMENTS OF ASSOCIATION RULES

- 15.1 Pursuant to Hawaii Revised Statutes Chapter 515, Title VIII of the Civil Rights Acts of 1968 as amended by the Fair Housing Amendments of 1988, and our non-discrimination policy, the Association does not discriminate on the basis of race, sex, color, religion, marital status, familial status, ancestry, disability, age or HIV (human immunodeficiency virus infection) in housing or real estate transactions. It is our policy to extend to all individuals the full and equal enjoyment of the advantages, facilities, privileges and services consistent with Hawaii Revised Statutes Chapter 515 and the Federal Fair Housing Laws. When providing services and facilities or enforcing the Declaration, Bylaws and Association Rules at the Project, the Association and the Board will not allow discrimination, except as permitted by law. In particular, the Association and the Board will not treat any person unequally: (a) In granting or withholding any approval or consent required under these Association Rules; (b) In enforcing requirements of the Association Rules about occupancy restrictions or use of the Recreation Facilities, which might unlawfully restrict families with children; (c) In connection with requests of disabled Residents, guests or visitors of the Project to have Service Animals, except that ii the animals become a danger or unreasonable nuisance to others they will not be permitted at the Project and will have to be removed; and d) In processing requests of disabled Residents to: (i) make reasonable modifications to a Unit or the Common Elements at their own expense, and (ii) have reasonable exemptions from

requirements of the Association Rules to enable those Residents to have full use and enjoyment of the Project. The Board will suspend any requirement of the Association Rules, which, if enforced, would result in unlawful discrimination.

- 15.2 Except to the extent expressly proscribed or limited by the Declaration, the Bylaws or these Association Rules, the Board reserves the right to (a) make supplemental rules covering specific areas of the Recreation Facilities. And other Common Elements of the. Project, and/or (b) amend these Association Rules from times to time by action of the Board as it deems appropriate in order to promote the safety, care, and cleanliness of the Project, to better regulate and control the use of, and to ensure the comfort and convenience of all Residents, so long as such supplement and/or amended rules are not inconsistent with any applicable laws, ordinances, Codes, rules or regulations applicable to the Property and/or its management or operation, and the Declaration or Bylaws.


CERTIFICATE OF ADOPTION

The Board hereby adopts the foregoing as the Association Rules for The Collection, as of May 31, 2013.

ASSOCIATION OF UNIT OWNERS OF THE COLLECTION

By: THE COLLECTION LLC
a Hawaii limited liability company

By: A & B Properties, Inc.
a Hawaii corporation
Its Manager

By 
Richard B. Stack
Its Senior Vice President