

FOSTER TOWER
HOUSE RULES

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FOSTER TOWER HOUSE RULES

I. INTRODUCTION

A. Purpose of the House Rules

The primary purpose of these House Rules is to protect all owners, tenants, other occupants and guests of the residential apartments from annoyance and nuisance caused by improper use of the residential apartments and common elements of Foster Tower (the "Project"), and also to protect the reputation and desirability of the project by providing for maximum enjoyment, comfort and security in the project.

These House Rules supplement but do not change the obligations of the owners of apartments in the project (the "owners") and tenants, other occupants and guests thereof, as set forth in the Declaration of Horizontal Property Regime of Foster Tower (the "Declaration") and the By-Laws of the Association of Apartment Owners of Foster Tower (the "By-Laws"). The terms used herein shall have the meanings given to them in the Declaration, except as otherwise expressly provided herein. In the event of any inconsistency, the Declaration and the By-Laws, as the case may be, will prevail.

B. Enforcement of House Rules

The Board of Directors (the "Board") of the Association of Apartment Owners of Foster Tower (the "Association") shall be responsible for enforcing these House Rules but the Board may delegate such responsibility to the Resident Manager. All owners, tenants, other occupants and guests of the residential apartments shall be bound by these House Rules and by standards of reasonable conduct whether covered by these House Rules or not.

C. Amendment of House Rules

The Board shall make such other House Rules from time to time or amend the following House Rules, as it deems necessary or desirable. The House Rules may be amended only by a majority of the Board at a duly called meeting of the Association Board of Directors.

D. Definition of House Rules Terms

For purposes of this document, the following definitions will apply.

Owner - the person(s) or entity legally holding title to the residential apartment.

Tenant - the person(s) or entity executing a valid lease for a residential apartment.

Other Occupants - all other persons residing in the residential apartment for a period of 30 days or more. These persons include but are not limited to, family members, friends, significant others, live-in domestic employees, live-in medical and personal assistants and any other persons residing in the residential apartment.

Resident - an all-encompassing term referring to all persons (owners, tenants and other occupants) occupying the residential apartment.

Guest - refers to all persons visiting the residential apartment for a period of less than 30 days.

Employee - refers to persons employed by residents to provide services to the residents or services for the residential apartment. This term does not refer to employees of a commercial operation owned and/or operated by the resident since the **operation of businesses in residential apartments is not permitted.**

Licensed Contractor - refers to contractors, tradesmen, craftsmen, handymen and other construction and maintenance personnel maintaining current licenses and permits from the governing state and local agencies.

Unlicensed Contractor - refers to contractors, tradesmen, craftsmen, handymen and other construction and maintenance personnel not maintaining current licenses and permits from the governing State and local agencies.

II. USE AND OCCUPANCY OF RESIDENTIAL APARTMENTS

A. Use of Residential Apartments

The residential apartments shall be occupied and used by the respective owners thereof, their tenants, other occupants permitted by the owners or tenants, and guests, only for residential purposes. The residential apartments **may not be used for transient or hotel purposes**, which are defined as (i.) rental for any period less than thirty (30) days, or (ii.) any rental in which the occupants of the residential apartment are provided customary hotel service such as room service for food and beverage maid service, laundry service, linen service or bellboy service. Except for such transient or hotel purposes, the residential apartments may be leased subject to all provisions of the Declarations and the By-Laws.

B. Number of Occupants in Residential Apartments

Except as otherwise provided by law, permanent occupancy shall be limited to not more than two (2) persons per bedroom contained in each residential apartment except that such occupancy may be exceeded by members of the immediate family of the owner, tenant, other occupants or guests on a temporary basis.

C. Owners and Tenants Responsibility for Conduct of Other Persons

Owners and tenants shall be responsible for the conduct of other occupants, employees, guests, licensed and unlicensed contractors at all times, ensuring that their behavior is neither offensive to any resident of the building nor damaging to any portion of the common elements. Owners and tenants will be responsible for any destruction or defacing of any common elements by other occupants, employees, guests and licensed and unlicensed contractors. An owner shall, upon request, of the Board or the Resident Manager immediately abate and remove, at his or her expense, any structure, thing or condition that may exist with regard to the occupancy or use of the residential apartment by any such person or persons contrary to the intent and meaning of the provision hereof, or, if an owner is unable to control the conduct of any such person or persons to conform with the intent upon request of the Board or the Resident Manager, immediately remove such person or persons from the premises, without compensation for lost rentals or profits or any other damage resulting therefrom.

D. Pets

1. Pets Allowed in Project

No livestock, poultry, rabbits or other animals whatsoever shall be allowed or kept in any part of the project. However, a maximum of two dogs or cats, not to exceed 25lbs each, as well as other household pets in reasonable number and size as determined by the Board may be kept by the owners, tenants and other occupants in their respective residential apartments, but shall not

be kept, bred or used on the premises for any commercial purpose. Pets, except guide dogs, signal dogs, and service animals relied upon by handicapped persons, are not allowed on any common elements except in transit when carried or on leash, and are not allowed on any part of the recreation or parking areas.

2. Registration of Pets

All permitted pets must be registered with the Resident Manager within five (5) days after they are brought onto the project premises, and pet owners shall comply with all applicable ordinances of the City and County of Honolulu pertaining to pet ownership. Residential apartment owners, tenants and other occupants are responsible for visiting pets, which are subject to the same restrictions as resident pets.

3. Control of Pets

Pets are not allowed to relieve their bladders or bowels anywhere on the project premises. All pet owners shall be responsible for the immediate and proper disposal of all fecal matter of their pets. If accidental defecation occurs, the pet owner is responsible for immediate clean up and removal.

All pets should be controlled so that they will not interfere with other residents' use and enjoyment of the project. No pet shall be allowed to become a nuisance or create any unreasonable disturbance. Examples of nuisance type behavior for the purposes of these House Rules are:

- a. Pets who make noise continuously and/or incessantly for a period of 10 minutes or intermittently for ½ hour or more to the disturbance of any other residents of the project at any time of day or night;
- b. Personal injury or property damage caused by unruly behavior; and
- c. Pets that exhibit aggressive or vicious behavior.

4. Guide and Signal Dogs and Service Animals

Notwithstanding the foregoing, visually impaired persons may keep guide dogs, hearing-impaired persons may keep signal dogs, and persons with disabilities may keep service dogs in their residential apartments. As used herein, "guide dog" means any dog individually trained by a licensed guide dog trainer for guiding a blind person by means of a harness attached to the dog and a rigid handle grasped by the person; "signal dog" means a dog that is trained to alert deaf persons to intruders or sounds; and "service animal" means an animal that is trained to provide those life activities limited by the disability of the person. None of the provisions herein are intended to interfere with the full use and enjoyment of any residential apartment or the project by handicapped/disabled persons. None of the provisions herein will be enforced in any manner that will violate the provisions of the Federal Fair Housing Act and the Federal Fair Housing Amendments Act of 1988, or Chapter 515, Hawaii Revised Statutes.

5. Violations of House Rules for Pets

In the event that a violation of the House Rules pertaining to pets is not corrected, and the problem remains unsolved, the Board will invite the pet owner to a meeting of the Board at which time the pet owner will be given an opportunity to answer the complaint. However, at the Board's discretion, immediate arrangements for a hearing may be made if the nature of the

complaint involves personal injury or the imminent threat thereof. If the problem cannot be resolved to the satisfaction of the Board, the Board may require the permanent removal of the pet, if such pet is determined by the Board to be a nuisance or a danger to the project and/or its residents. If so determined, the pet owner will have 3 days to remove the pet from the premises. The Board also has the authority to assess and collect any fines for violations of these House Rules pertaining to pets, and to assess and collect amounts necessary to repair or replace damaged areas or objects in the common elements. See Section IX. C. "Schedule of Project Fines and Damages for Violations of House Rules," for fines, damages and actions related to violations of these rules.

E. Registration and Building Access

1. Registration for All Residents

Owners shall file their name, address, telephone numbers, email address, emergency contact information, information on other occupants, motor vehicles, bicycles, pets and the owner's signature with the Resident Manager upon purchasing and prior to taking occupancy of a residential apartment. Further, the owner shall furnish the Board and/or the Resident Manager with such other reasonable information as shall be requested from time to time. Immediate updates of registration information are required when changes to the originally provided information occur. The best way to communicate this information is to email doug@fostertower.org.

2. Key Fobs

Each unit will be provided with 2 garage remote keyfobs upon completion of owner registration with the Resident Manager. There is a deposit of \$100 for each garage remote keyfob. These keyfobs are NOT waterproof and should not be taken to the beach unless they can be kept dry and free of sand. The deposit will be forfeited if a remote keyfob needs to be replaced due to water damage or abuse. Otherwise, malfunctioning keyfobs will be replaced by the Resident Manager. The Resident Manager will also replace depleted batteries for these garage remote keyfobs free of charge. Keyfobs that are waterproof can also be obtained from the Resident Manager for residents to take to the beach (\$50 deposit). These will open the garage gate but only by manually swiping it across the sensors. All keyfobs can open the storage rooms in the garage building for residents who use the storage facilities. They are also needed to access the pool deck. The exercise room is accessed via a combination door lock. Residents can obtain the current key code from the Resident Manager. The Resident Manager must register the user(s) for each and every keyfob issued. Please report lost or stolen keyfobs immediately to the Resident Manager so that the access rights of the lost keyfob can be disabled.

For apartments that are being leased, the Resident Manager, upon receipt of a copy of the lease that contains the name of the renter and the period of the lease, will enable the keyfob that will be used by the tenant for the duration of the lease. From time to time, the Resident Manager may need to re-activate each keyfob due to either computer malfunction or for Security concerns. If your keyfob fails to work, please contact Security and let the Resident Manager know so that the access control fields can be corrected in the computer.

F. Moving, Delivery and Contractor Procedures for Elevators

1. Use of Elevators

Movement of household goods, large items, tools, equipment, construction materials and other freight requiring use of the freight elevator (rightmost elevator with 8' ceiling) shall be scheduled at least 24 hours in advance with the Resident Manager during business hours so that padding can be installed. The other elevators shall not be used for moving, deliveries or transport of tools, equipment, construction materials and other freight that may scratch or damage the elevator interiors. Reservation of the freight elevator will be on a first come, first served basis. A deposit will be required for reservation of the freight elevator for contractors or movers. See Section VIII. SCHEDULE OF DEPOSITS AND FEES for information on required deposit amounts and other information.

2. Control of Freight Elevators

Residents should contact Security to lock down the freight elevator. When the move, delivery or construction activities have been completed, residents must contact Security to unlock the freight elevators and check for damages. Deposits will be returned if there are no damages to the freight elevators, hallways and loading areas. Damages to these areas in excess of the deposit amount will be the responsibility of the residential apartment owner. Refunded deposits should be picked up within seven (7) days after the completion of the move, delivery or construction activities.

3. Hours of Operation

Moving, deliveries and construction activities are permitted only between 8:00 a.m. and 5:00 p.m. Monday through Friday. No moves, deliveries or construction activities are permitted after these hours or on Saturdays, Sundays and Holidays. All activities shall be scheduled in a manner to allow for the completion of the activities during the established hours.

III. TEMPORARY USE AND OCCUPANCY OF RESIDENTIAL APARTMENTS

A. Use by Owners, Tenants, Other Occupants and Guests

Subject to the terms of the apartment lease, the Declaration and the By-Laws, an owner may lease or rent his or her residential apartment or make it available to guests, but the person or persons leasing, renting or living in the residential apartment shall abide by the Declaration, the By-Laws, and these House Rules and the owner shall assume responsibility for the tenants, other occupants and guests conduct.

An Owner that leases or rents his or her residential apartment shall be responsible to ensure that the tenant present a copy of a valid lease and complete a Tenant Registration form prior to apartment occupancy. An example of the information needed is shown in Exhibit 1, which is the cover page of the Hawaii Association of Realtors Standard Form for Rental Agreement (11/07). If a tenant has not executed a valid rental agreement, the owner or his/her Agent must provide this information to the Resident Manager before occupancy can occur and keyfobs enabled. Each tenant shall be required to read these House Rules and sign a receipt of the House Rules, which signifies the tenant's understanding and willing intent to abide by these House Rules. The owner of a residential apartment has the ultimate responsibility for any problems arising from his tenant's occupancy. If unable to control and abate any problem the owner shall, upon request of the Board or Resident Manager, remove the tenant causing the problem.

If an owner makes his residential apartment available to guests (including houseguests and relatives visiting) for a period of more than seventy-two (72) hours, and such guests are using the common elements, then such owner shall be responsible to ensure that the guests complete a Guest Registration form prior to apartment occupancy. Each guest shall be required to read these House Rules and sign a receipt of the House Rules, which signifies the guest's understanding and willing intent to abide by these House Rules. The owner of a residential apartment has the ultimate responsibility for any problems arising from his guest's occupancy. If unable to control and abate the problem the owner shall, upon request of the Board or Resident Manager, remove the guest causing the problem.

B. Conduct of Tenants, Other Occupants, Guests and Other Persons

An owner shall be responsible for the conduct of his/her tenants and such owners and his/her tenants, other occupants, employees, contractors and guests. An owner shall, upon request, of the Board or the Resident Manager immediately abate and remove, at his or her expense, any structure, thing or condition that may exist with regard to the occupancy or use of his or her residential apartment by any such person or persons contrary to the intent and meaning of the provision hereof, or, if an owner is unable to control the conduct of any such person or persons to conform with the intent upon request of the Board or the Resident Manager, immediately remove such person or persons from the premises, without compensation for lost rentals or profits or any other damage resulting there from.

C. Absent Owners and Appointment of Local Agent

Owners of residential apartments shall be responsible for designating a local Agent to represent their interest if their residence is outside the State of Hawaii, or if they will be absent from the residential apartment for more than 30 days. Such owners shall file with the Resident Manager their out-of-town address and telephone number, email address and the name, address and telephone number and email address of their local Agent. It is recommended that unoccupied units be check at least weekly, and particularly during Kona storms which causes many units to suffer water damage either from their windows or leaking from the unit above. Problems identified in the residential apartment must be reported to the Resident Manager and corrective action taken immediately by the local Agent.

IV. USE OF RESIDENTIAL LIMITED COMMON AND COMMON ELEMENTS

A. Use of Limited Common Elements

The limited common elements of the project, such as the garage and storage rooms on each floor, are and shall be for the exclusive use and benefit of owners of residential apartments to which such limited common elements are appurtenant, and the tenants, other occupants, and guests of such owner.

B. Use of Common Elements – Uses, Obstructions and Prohibitions

The common elements of the project are administered by the Association and are for use by the residential apartment owners, tenants, other occupants and guests. These include, but are not limited to, sidewalks, passages, lobbies, stairways, walkways, corridors, emergency exits, roadways and recreation areas. The sidewalks, passages, lobbies, stairways, walkways, corridors, emergency exits and roadways must not be obstructed or used for any purpose other than ingress and egress. No one is permitted to play, loiter, or make loud noises in these areas. Pedestrian traffic in the roadway entrance to the parking garage not marked for pedestrian traffic is strictly prohibited.

1. No Bird Feeding

Feeding of birds anywhere in the building is prohibited.

2. Backlund Bridge (4th floor bridge to Garage)

No construction equipment or heavy loads are to be brought in or taken out of the building by the Backlund Bridge on the 4th floor.

3. No Bicycles or Surfboards in Lobby or Elevators

Bicycles and surfboards are to be stored in the garage and not brought into the lobby and stored in apartments.

4. Realtor Open House

Open House is permitted only on Saturdays and Sundays between 2:00 p.m. and 5:00 p.m. Broker's Open House is permitted on Wednesdays between 9:00 a.m. and Noon. During an Open House, the owner or realtor may place an approved sign at the front entrance to the building to instruct visitors which unit is being shown. Sales agents may wait in the lobby for customers but may not conduct business in the lobby area.

5. Proper Attire

Shirts and shoes shall be worn in all common areas except for proper swimming attire in the pool area.

C. Parking Automobiles and Other Vehicles

1. General Parking Considerations

Parking in unmarked areas is prohibited. Motor vehicles including, but not limited to, automobiles, motorcycles, mopeds, motor scooters, bicycles when not being used, must be kept in the area or areas designated for such purpose or within the confines of residential apartment's assigned parking stall. All motor vehicles are to be registered with the management office prior to taking occupancy or upon acquisition and are to be maintained in good condition.

2. Parking Stalls

Each owner, tenant and other occupant shall park only in parking stalls assigned to the owner or tenant's residential apartment (if any). Owners, tenants and other occupants are responsible for registering their vehicles with and obtaining a parking decal from the management office. Owners and tenants using the parking stalls of other owners and tenants must obtain written permission from the owner or tenant prior to parking in the stall. This written permission must be filed with the management office during business hours. Persons parking in stalls not assigned to their residential apartment, parking in stalls where a rental agreement does not exist or parking in stalls where express permission has not been granted by the owner or tenant of the residential apartment where the parking stall is assigned, may be fined and/or towed from the parking stall by the Association.

3. Guest Parking

Due to the limited amount of guest parking, prior arrangements must be made for guest parking if any resident is going to be using up more than one guest parking spot at any given time by calling Security prior to the guests' arrival. No guest parking will be allowed between 12:00 a.m. and 6:00 a.m. without prior permission from the Resident Manager. There is a six-hour time limit for all guest parking. Guest parking is strictly limited to guests only, however parking for employees and contractors will be allowed if space is available and the vehicle meets size restrictions for the parking garage. All users of guest parking must sign in at the lobby and identify their name, the resident and unit they are visiting, guest parking space occupied, and contact information in case they need to be reached, such as a cell phone number.

4. Rental of Parking Stalls to Non-residents

Rental of parking stalls to non-residents is not permitted. Non-residents visiting the project shall park in the designated guest parking stalls if visiting an owner, tenant or other occupant of the project.

5. Common Elements Parking

Vehicles shall not be left unattended in the common elements such as the Porte Cochere, loading zone, and driveways. Use of these areas for car displays and sales is prohibited. Residents and guests for short stops such as for loading and unloading passengers may use the Porte Cochere areas at the front of the lobby. Parking in the loading area is limited to a maximum of fifteen (15) minutes. Parking in the Porte Cochere area, loading zones and driveways is not permitted without prior approval from the Resident Manager. Residents, employees, contractors and guests may be subject to fines and/or towing when failing to adhere to these rules.

6. Approved Surfboard Racks in Parking Stalls

Only Association-approved surfboard racks may be installed by the Association at the owner's expense in the space above the parking stall under some circumstances and only for the storage of surfboards and light kayaks. These racks are specially designed so as not to require drilling into the structural concrete of the garage structure. Owners wishing to install such racks should check with the Resident Manager for availability of parts and costs for installation. Each owner who chooses to install such racks must sign a waiver indemnifying the Association for any liability and also agree to store only surfboards or light kayaks on the racks.

For secure storage of surfboard and ease of access, the surfboard cage on the bottom level of the garage and the nearby racks for larger boards and kayaks can be rented either monthly or yearly only by residents of Foster Tower. The Resident Manager can provide the surfboard slot and a combination lock for securing surfboards or kayaks for residents. Non-residents may not have access to the garage for storage of surfboards, kayaks or other items without being accompanied by a resident. For security reasons, a camera monitors the storage area and a keyfob operated lock identifies each entry into the cage.

7. Oversized Vehicles

The height of the parking garage is 6 feet 2 inches allowing for common element pipes, lights, wiring, signage and other items suspended from the ceiling. Vehicles weighing over 4,000 pounds and extended vehicles such as stretch limousines are not allowed in the upper levels of the garage. Residents considering the purchase of an oversized vehicle must check with the management office to determine whether the vehicle will safely fit in the parking garage and other roadway areas. Any vehicles not fitting safely in the parking garage without endangering pipes, lights, wiring, signage and other items suspended from the parking garage ceiling will be required to find other parking accommodations.

8. Bicycles

Bicycles are to be registered with the management office and maintained in good working condition and parked in the space in front of the vehicle in the parking stall assigned to the owner. Bicycles not maintained in good working condition or bicycles abandoned in the parking garage will be ticketed by Security and an attempt will be made to contact the bicycle owner. If the bicycle owner does not correct the situation, the bicycles will be removed from the parking garage and placed in storage. Stored or abandoned bicycles not claimed will be disposed of in accordance with Hawaii State laws for abandoned property.

9. Use of Parking Areas

Playing, loitering, or making loud noises in the parking garage and other parking areas is forbidden. These areas are to be used for parking only.

10. Violations

Violators of any parking rules promulgated by the Board shall be fined and/or have their cars towed away at their own expense. If the violator is a tenant, other occupant, employee, contractor or guest of any owner, the owner shall be responsible for payment of the towing charge and fines. See Section IX. C. "Schedule of Project Fines and Damages for Violations of House Rules," for fines, damages and actions related to violations of these rules.

D. Vehicular Traffic Management

1. Unsafe Driving

Vehicles shall not be driven at speeds in excess of five (5) miles per hour and/or in an unsafe manner in the parking garage, on any driveway or in any parking areas of the project. Vans, suburban utility vehicles (SUVs) and other large vehicles currently housed in the garage limit visibility from parking stalls and driveways within the parking garage. Due to the limited visibility and pedestrian traffic in the parking garage, it is required that persons traveling in the parking garage, parking areas and driveways adhere to the posted speed limit and drive in a safe manner.

2. Driving in an Aggressive or Harassing Manner

Residents shall refrain from driving in the project in an aggressive or harassing manner. Driving in an aggressive or harassing manner includes, but is not limited to, tailgating and revving of motors in an attempt to cause residents to exceed the posted speed limit as well as other intimidating or aggressive behaviors.

3. Damage Resulting from Vehicles

Damage to vehicles, personal property or common elements or injuries to pedestrians shall be the responsibility of the person causing the damage or injury.

4. Noises and Nuisances from Motor Vehicles

Persons traveling in the parking garage, driveways and parking areas of the project shall refrain from creating excessive noises and nuisances. Excessively loud motor vehicles and loud music from vehicles shall be prohibited. See Section G.1 "Noise and Nuisances."

5. Violations

Violators of any traffic rules promulgated by the Board shall be fined and/or have their cars towed away at their own expense. If the violator is a tenant, other occupant, employee, contractor or guest of any owner, the owner shall be responsible for payment of the towing charge and fines. See Section IX. C. "Schedule of Project Fines and Damages for Violations of House Rules," for fines, damages and actions related to violations of these rules.

E. Vehicle and Property Repairs and Maintenance

1. Repairs of Vehicles and Property

No vehicle or other property repairs may be made at any time in the common elements of the project. Only minor adjustments to a vehicle not requiring specialized tools, excessive noise, the use or spillage of oil or fluid or other activities indicative of a major repair, may be made within the vehicle owner's assigned parking stall. Any spills or leakage of oil or fluid shall be cleaned up immediately. Absolutely no oils or flammable fluids or batteries may be left in parking stalls. Such items will be immediately removed and disposed of by Security and the owner fined.

2. Maintenance of Vehicles

Vehicles housed in the parking garage shall be in good working condition. Vehicles must be operable and be in compliance with all State and local vehicle regulations. Immediate repairs shall be required for vehicles with flat tires, vehicles leaking fluids or for other maintenance conditions requiring immediate attention. A cleaning charge shall be assessed for excessive or repeated fluid leaks.

3. Washing Cars

Residents and other occupants of the residential apartments after washing, cleaning or polishing cars in the designated area (next to the loading zone without blocking access to alley or garage) shall clean the area thoroughly before leaving. Cars shall be washed in the designated car wash area only, and should adhere to a thirty (30) minute time limit while in the car washing area. Car washing facilities are for resident vehicles only that have properly displayed decals for Foster Tower.

4. Violations

Violators of any vehicle and property repairs and maintenance rules promulgated by the Board shall be fined and/or have their cars towed away at their own expense. If the violator is a tenant, other occupant, employee, contractor or guest of any owner, the owner shall be responsible for payment of the towing charge and fines. See Section IX. C. "Schedule of Project Fines and Damages for Violations of House Rules," for fines, damages and actions related to violations of these rules.

F. Recreation Areas and Facilities

1. General Rules for Recreation Facilities and Areas

- a. Use at Own Risk. Residents and their guests shall use the recreational areas and facilities entirely at their own risk. The Association accepts no responsibility therefore.
- b. Use of Recreation Areas and Facilities. The recreation facilities and areas are private and are for the exclusive use of the owners, tenants, other occupants, and guests during posted hours. Recreation areas include the swimming pool, sauna, exercise room and bathroom facilities.
- c. Use of Bathroom and Shower Facilities. Showers shall be taken before entering the pool. Residents using the shower facilities shall complete use of the facilities prior to the closing time of 11:00 p.m.
- d. Pets. Except for guide dogs, signal dogs, and service animals relied upon by handicapped persons, no pets are allowed in the swimming pool, exercise room and bathroom facilities of the project.
- e. Hours of Operation. The swimming pool, exercise room and sauna may be used only between the hours of 7:00 a.m. and 11:00 p.m.

2. Swimming Pool Area Rules

- a. No Lifeguard on Duty. There is no lifeguard on duty, so all residents and guests swim at their own risk.
- b. Swimming Pool Door. State law requires that the swimming pool deck access door be closed and latched at all times. Access is also controlled by keyfobs.

- c. Before Entering Facilities. All suntan oil, dirt and other such materials must be removed before entering the swimming pool.
- d. Guests. Guests are not permitted in the swimming pool area unless accompanied by a responsible Foster Tower resident. No more than three (3) guests per residential apartment shall be permitted to use the swimming pool at any one time. Advance approval by the Board is required for larger groups of guests. Advance reservations must be made with the Resident Manager for larger groups of guests if approval is received from the Board.
- e. Adult Supervision. For health and safety reasons, when using the swimming pool and other recreation areas an adult must accompany residents and guests under the age of twelve (12).
- f. Swimming Attire. Swimming is allowed only in proper swimming apparel. Hairpins and hair rollers can damage the pool pumps and filters and must be removed before swimming. All persons swimming in the pool with shoulder length hair must wear swim caps or use non-metal elastic hair loops or bands to control hair.
- g. Prohibited Conduct. Running, pushing, shoving, boisterous or loud conduct, or loud playing of music is not permitted in any recreational area. Splashing of water other than that accompanying normal swimming is not permitted. Intoxicated residents and guests are not permitted to use the swimming pool. Diving from the swimming pool edge is strictly prohibited. Long cell phone calls should not be conducted at the pool deck if there are other users trying to enjoy the peace and quiet.
- h. Prohibited Items. The use of glass bottles, ceramics, chinaware or other breakable items is not permitted in the swimming pool area. Used paper cups and plates shall be deposited in trash bins provided for that purpose. Snorkels, diving gear, rafts, large toys, surfboards and other such equipment are not permitted in the swimming pool area. Pool users not swimming laps should avoid interfering with lap swimmers.
- i. Introduction of Foreign Materials. The introduction of sand, rocks or other foreign materials into the swimming pool area by anyone, which could result in a swimming pool pump or equipment malfunction, will result in immediate eviction from the swimming pool area.
- j. Required by Board of Health Regulations
 - (i) All persons known to be or suspected of being afflicted with infectious disease, suffering from a cough, cold, sores or wearing band aids or bandages, shall be prohibited from using the swimming pool.
 - (ii) Spitting, spouting of water or blowing the nose in the swimming pool area is strictly prohibited.
 - (iii) No food or drink of any kind will be permitted in the swimming pool.

- (iv) To maintain swimming pool cleanliness at the level required by the Board of Health, children not toilet-trained must wear rubber or plastic protective clothing while using the swimming pool.
 - k. Exiting Swimming Pool Area. Residents and guests will dry off prior to leaving the swimming pool area. Water shall not be transported from these areas to the lobbies, elevators and other common elements of the project. Water in these areas results in slips, falls and injuries to residents and guests.
 - l. Compliance with Rules. All persons shall comply with requests from the Resident Manager and Security personnel with respect to matters of personal conduct in and about the swimming pool area. The Resident Manager and Security personnel are authorized by the Board to require any person using the pool to identify himself or herself by name and residential apartment number. If the person is a guest, he or she must provide the name and residential apartment number of his or her host and to confirm, if required, the physical presence of the host. Persons violating these rules may be asked by the Resident Manager and/or Security to leave these areas. See Section IX. C. "Schedule of Project Fines and Damages for Violations of House Rules," for fines, damages and actions related to violations of these rules.
3. Exercise Room, Sauna and Bathroom Facilities Specific Rules
- a. Use of Exercise Room, Sauna and Bathroom Facilities. Use of the exercise room, sauna and bathroom facilities is at the user's risk. The Association accepts no responsibility therefore.
 - b. Before Entering Sauna Facilities. All suntan oil, dirt and other such materials must be removed before entering the sauna.
 - c. Guests. Guests are not permitted in the exercise room, sauna and bathroom facilities unless accompanied by a responsible Foster Tower resident.
 - d. Adult Supervision. For health and safety reasons, residents and guests under the age of twelve (12) must be accompanied by an adult when entering the exercise room and sauna areas.
 - e. Exercise Room and Sauna Attire. Proper exercise clothing and shoes are required for use of the exercise equipment. Wet clothes from the swimming pool, sauna or showers are not permitted when using exercise equipment. Bare feet, wet feet, wet shoes, slippers or other non-athletic footwear are prohibited on the exercise equipment. Appropriate attire shall be worn when using the sauna.
 - f. Prohibited Conduct. The exercise room and sauna shall be used only for their intended use. Running, pushing, shoving, boisterous or loud conduct, or loud playing of music is not permitted in these areas. Headphones shall be used when playing or listening to music in these areas. Intoxicated residents and guests are not permitted to use these facilities. Residents and guests are strictly prohibited from using equipment while wet from sources other than perspiration.

- g. Exiting Exercise Room, Sauna and Bathroom Facilities. Residents and guests will dry off prior to leaving these areas. Water tracked from these areas is prohibited in the lobbies, elevators and other common elements except the immediate sauna area. Water transported into the common elements results in slips, falls and injuries to residents and guests.
- h. Compliance with Rules. All persons shall comply with requests from the Resident Manager and Security personnel with respect to matters of personal conduct in and about the exercise room, sauna and bathroom facilities. The Resident Manager and Security personnel are authorized by the Board to require any person in these areas to identify himself or herself by name and residential apartment number. If the person is a guest, he or she must provide the name and residential apartment number of his or her host and to confirm, if required, the physical presence of the host. Persons violating these rules may be asked by the Resident Manager and/or Security to leave these areas. See Section IX. C. "Schedule of Project Fines and Damages for Violations of House Rules," for fines, damages and actions related to violations of these rules.

4. Laundry Area on 2nd Floor

- a. Use of Washers and Dryers. Use of the washers and dryers are at the users' risk. Please observe all posted hours of operation and prohibited items such as bleach.
- b. Reading Room Use. The reading room is for the exclusive use of residents and their guests.

5. Storage Room on Each Floor

All items stored will be tagged or marked with the owner's name and apartment number. A renter will put both their own name and the apartment owner's or agent's name, and date. Items may be stored only within the area marked on the floor and designated for each specific apartment.

Storage is for the use of the owner whether or not the owner is present and tenants with a minimum one year lease only while the tenant occupies the apartment. When a tenant vacates his/her apartment, all articles in the storeroom will be removed immediately.

Items will be packed in order to occupy as small a space as is reasonable. Nonflammable or fire retardant containers will be used to the greatest extent possible. Decaying or decomposing containers will be removed.

Partitioning and/or shelving will be permitted with consent of the Board of Directors.

Large items such as furniture are not permitted in storerooms.

Nothing can be stored within 30 inches of circuit breaker panels in the storerooms located every 3 floors. No boxes should obstruct the telephone panels located every 3 floors in the storage rooms. Items that are themselves or contain material that is a clear and obvious fire hazard will not be stored at any time. Such items will be subject to removal and disposal without notice to the owner.

Items that are likely to contain or be overly attractive to insects or vermin or serve as natural places to breed for such will not be stored at any time. Such items will be removed without notice to owner.

Owners or their agents should review the items in storage at least once a quarter and update the identification tags to reflect the last time each item was inspected.

In-house staff will inspect the storerooms periodically and enforce the above rules with or without owner or occupant cooperation. This section is strictly enforced and inappropriate items will be removed after 2 weeks notice.

Please remember that the only secure storage of articles is in your own apartment. The separate storerooms have multiple access, and this must always be taken into consideration. Foster Tower AOA accepts and bears no responsibility for items placed in the storerooms. All risks of use are born solely by the storage room user.

G. Noise and Nuisances

1. Noises and Nuisances Prohibited

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

2. Noise and Nuisances Specific Rules

- a. Excessive Noise and Objectionable Odors Prohibited. Residents, employees, contractors and guests shall avoid unreasonably excessive noise of any kind at any time and shall not cause or permit any unreasonably disturbing noise or objectionable odors to emanate from their residential apartments.
- b. Excessive Noise from Doors. Residents, employees, contractors and guests of the residential apartments shall hold their front door so as to avoid it slamming due to the wind. It is imperative that all common element doors be closed securely when exiting or entering the building for safety and security reasons.
- c. Hours for Licensed and Unlicensed Contractors. No licensed and unlicensed contractors will be allowed in any buildings before 8:00 a.m. or after 5:00 p.m. Monday through Friday except in an emergency. No licensed and unlicensed contractors will be allowed in any buildings on Saturdays, Sundays or Holidays recognized by the Association.
- d. Hours for Household Repairs. Household repairs creating excessive noise shall be done between the hours of 8:00 a.m. and 5:00 p.m. Monday through Friday and between 9:00 a.m. and 12:00 p.m. on Saturdays. Household repairs creating excessive noise are prohibited at all other times, days and on Holidays except in an emergency.

- e. Hours of Reduced Volume for Radios and Stereos. Radios, TVs, stereos, etc., in the apartments, if used between the hours of 10:00 p.m. and 8:00 a.m., should be played at reduced volume.
- f. Departure of Guests; Minimizing Noise. When guests of any residential apartment are leaving at night, noise must be kept at a minimum.
- g. Noise on Hard Flooring. Apartments with hardwood or tiled floors should try to minimize noise that would be transmitted to the floor below. Activities that will generate vibrations or pounding (e.g. Dance Dance Revolution) should be avoided after 10:00 p.m. Any owner replacing carpeted flooring with solid flooring is required to install approved sound barrier membrane. The Resident Manager can provide samples for contractors or owners doing the installation.
- h. Trash Chute Hours. The trash chute may only be used for the disposal of light trash in securely tied trash bags between the hours of 7:00 a.m. and 10:00 p.m.
- i. Excessive Noise Rules Violations. Excessive noise at any time should be reported to the Resident Manager or Security who will take appropriate action. See Section IX. C. "Schedule of Project Fines and Damages for Violations of House Rules," for fines, damages and actions related to violations of these rules.

H. Emergency, Health, Safety and Legal Considerations

1. Fire, Medical, Police and Other Emergencies

If the immediate assistance of the Police, Fire Department, paramedics, ambulances or physicians is required, dial 911 and explain the nature of the emergency and the assistance required. Security should be informed after emergency services have been contacted and have been dispatched to the emergency. Do not call Security first since valuable time may be lost. Other emergencies related to residential apartments, particularly flooding, should be brought to the immediate attention of the management office and/or Security.

All residents should be familiar with the building's emergency plans for evacuation in the event of a fire or other emergencies. A copy of the emergency plan can be obtained from the management office. All owners who rent should make sure that their tenants receive a copy of the emergency plan.

2. Use of Common Elements for Recreation

The common elements (other than specifically designated recreational areas) shall not be used for recreational activities of any kind. Parents or legal guardians should be responsible for the appropriate supervision of minors at all times.

3. No Personal Property to be Placed or Left in Common Elements

No items of personal property, including but not limited to, clothing, baby carriages, velocipedes, bicycles, surfboards, packages, water bottles, boxes or crates shall be left or allowed to stand on any of the common elements, other than within the confines of the residential apartment or within designated storage areas. Articles of any kind left in any of the common elements will be removed at owner's risk and expense at the direction of the Board.

4. Objects Thrown from Buildings

Nothing shall be thrown from lanais, windows or any area of the buildings and common elements. Articles thrown from these areas may result in serious injury or death to residents, employees, contractors and guests. Major damage to the wave roof and other areas can result from these activities. Cigarettes and other tobacco products, matches and other flammable materials constitute a fire hazard for the project and shall not be thrown from buildings or common elements. See Section IX. C. "Schedule of Project Fines and Damages for Violations of House Rules," for fines, damages and actions related to violations of these rules.

5. Fireworks

The throwing of firecrackers from lanais and the explosion of fireworks anywhere on the grounds of the project or within the buildings is expressly prohibited. See Section IX. C. "Schedule of Project Fines and Damages for Violations of House Rules," for fines, damages and actions related to violations of these rules.

6. Use of Flammable or Dangerous Materials

Unless the Board gives advance written consent in each and every instance, residents shall not use any illumination other than electric lights, or use or permit to be brought into the buildings any flammable oils or fluids such as gasoline, kerosene, naphtha or benzene, or other explosives or other articles deemed extra hazardous to life, limb or property. See Section IX. C. "Schedule of Project Fines and Damages for Violations of House Rules," for fines, damages and actions related to violations of these rules.

7. Outdoor Cooking

Outdoor cooking in any common area is not permitted. Cooking is not permitted on the lanais of the building.

8. Illegal Activities and Impairment of Association Insurance Coverage

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

9. Insurance Coverage for Residential Apartments

Owners of residential apartments are responsible for damage and injuries within the owner's residential apartment caused by the owner, tenant, other occupants, employees, contractors and guests or by an act of God. Owners are also responsible for damage caused to other residential apartments and the common elements that result from causes within the owner's residential apartment. Owners shall carry homeowners and hurricane insurance for protection against damage to the interior areas and lanai glass areas of the owner's residential apartment and for protection against damage from or to other residential apartments. The Association insurance does not cover damage to residential apartments except where the damage is a result of a malfunction of the common elements of the project. Tenants shall be responsible for determining if the owner has homeowner and hurricane insurance and arranging for insurance coverage for personal property as necessary.

10. Smoking Banned in the Entire Building

Smoking is prohibited in all enclosed or partially enclosed common elements of the project including, but not limited to, lobbies, hallways, corridors, stairways, waiting areas, and parking garage, pursuant to the City and County Ordinance 93-68. "Enclosed" or "partially enclosed" means closed in by a roof or overhand and at least one wall. For the health and enjoyment of all residents, and to further reduce the potential of fire (Foster Tower does not have a sprinkler system), the Association has banned all smoking in Foster Tower including inside each apartment. Foster Tower is a NON-SMOKING building. All owners who rent their units should make sure their leases clearly state that no smoking is allowed in Foster Tower and their tenants know before they sign the lease that they may be asked to vacate the building if they violate this rule. Owners should also inform their contractors of this rule and get their agreement to comply before they are hired.

11. Alcoholic Beverages

Except as to those times and places determined by the Board, the consumption of alcoholic beverages is prohibited in the common elements of the project. No alcoholic beverage will be consumed by any person under the age of 21 in accordance with State of Hawaii law.

12. Assistance with Residential Apartment Problems

Should any owner, tenant, other occupant, or guest have a problem in a residential apartment that might be a common element problem or that might affect another residential apartment, the management office and/or Security shall be notified immediately. The staff will check reported problems immediately in order to prevent problems to the common elements and to other residential apartments.

V. USE AND MAINTENANCE OF RESIDENTIAL APARTMENTS

A. Residential Apartment Aesthetic Considerations

1. General Apartment Aesthetic Considerations

No unsightliness within the public view or from residential apartments is permitted within the project. For this purpose, "unsightliness," is in the discretion of the Board, and includes, but is not limited to the following: laundry on lanais; litter or trash containers except as specially provided; inappropriate, broken, scarred or offensively ugly furniture, appliances, large plants hanging off lanais of residential apartments; non-decorative gear, equipment, cans, bottles, ladders, trash, boxes, barrels, etc., stored or stowed in or on walks, etc.; or improperly shaded lights that create objectionable glare. See Section IX. C. "Schedule of Project Fines and Damages for Violations of House Rules," for fines, damages and actions related to violations of these rules.

2. Lanais - Care and Maintenance

The owner shall be responsible for the care and maintenance of all lanais (if any), included in the residential apartment. Such owner may not, however, paint or otherwise decorate the walls and ceilings of such lanais without the prior written approval of the same by the Board. It is intended that the exterior of the buildings shall present a uniform appearance and, to affect that end, the Board may require the painting of the walls and ceilings of each lanai and regulate the type and color of paint to be used. Care shall be taken in cleaning lanais to prevent water from running down the exterior of the buildings. Wet mopping is recommended to avoid runoff of cleaning water and cleaning products from lanais. See Section IX. C. "Schedule of Project Fines and Damages for Violations of House Rules," for fines, damages and actions related to violations of these rules.

3. Lanais - Furniture, Storage and Plants

Only appropriate furniture and small plants shall be used for lanais, and any unsightly or disturbing items shall be removed upon the request of the Board or Resident Manager. These areas are not to be used for storage purposes of any kind. All plants shall be placed in a container so as to prevent the dripping of water or soil onto other apartments or the common elements. See Section IX. C. "Schedule of Project Fines and Damages for Violations of House Rules," for fines, damages and actions related to violations of these rules.

4. Lanais – Holiday Decorations

Reasonable and appropriate banners commemorating Holidays or festivals may be displayed from lanais only on Holidays, except that reasonable Christmas decorations may be displayed during the month of December and the first week of January.

5. Lanais – Other Considerations

Textile items, including towels, bathing apparel and clothing, brooms, mops, cartons, etc., shall not be placed on lanais or passages or in windows of residential apartments so as to be in view from outside the buildings or from any residential apartments around or above. See Section IX. C. "Schedule of Project Fines and Damages for Violations of House Rules," for fines, damages and actions related to violations of these rules.

6. Entrances

No shoes, go-aheads, flip-flops, slippers, dry cleaning, articles of clothing, etc., shall be allowed to remain in view at front entrances of residential apartments. No signs may be put on entrance doors to apartments. One combination lock box may be installed on the door to hold a spare key. Owners may not modify or paint their entrance doors without prior written approval of the Board.

7. Supplies or Other Goods

No garbage cans, water bottles, household or commercial supplies, excess items, or similar articles shall be placed outside any residential apartment area, except, as the Board shall prescribe.

8. Trash Disposal

Garbage, rubbish and other trash shall be disposed of only in the trash chutes, trash receptacles and other areas provided therefore. Trash containing food shall be securely wrapped and bagged before being placed in a trash disposal facility. All trash bags shall be securely closed prior to disposal in trash chutes, trash receptacles and other areas provided for trash disposal in order to avoid littering the Project. **Trash items shall not be left in the trash chute area, parking garage or other common elements of the project.** Trash items that cannot be safely placed in the trash chute should be hand carried to the ground floor trash room. Check with the Resident Manager for disposal of bulky items. **Trash shall not be deposited down the trash chute before 7:00 a.m. and after 10:00 p.m.**

9. Garbage Disposals

Kitchen garbage disposals shall be utilized for disposing of soft food waste only. Food products such as rice, dried rice; noodles or other similar food products should not be disposed of in the garbage disposal. Use of the garbage disposal for these food products can cause blockages and damage of residential apartment and common elements pipes and plumbing. Only cold water shall be used when operating garbage disposals. All other wastes shall be properly bagged and/or wrapped and placed in the designated refuse areas. Particular care should be taken not to flush oil or grease into the sewage system. Use paper towel to soak up the oil and grease waste and dispose of in the trash.

10. Residential Apartment Water Facilities

Toilets, sinks, garbage disposals, tubs, showers, and other apparatus in the project shall not be used for any purpose other than those for which they were designed, nor shall any sweepings, rubbish, rags or other articles be thrown into them. Any damage to the common elements or other residential apartments resulting from misuse of any toilets, sinks, garbage disposals, tubs, showers, or other water apparatus in an apartment shall be repaired and paid for by the owner of such residential apartment. See Section IX. C. "Schedule of Project Fines and Damages for Violations of House Rules," for fines, damages and actions related to violations of these rules.

11. Waterbeds and Soft-tubs

There shall be no waterbeds of any nature allowed in any residential apartment without the prior written approval of the Board. All residents who wish to install a waterbed must first furnish to the Board written evidence of adequate liability insurance coverage naming the Association as additional insured and must display physically to the Board or Resident Manager a waterproof tank in which the waterbed will rest. Due to the weight of the water, load on the floor, and noise from the pump, soft-tubs and similar "portable spas" are not permitted either inside apartments or on the lanai.

12. Window Cleaning

All residents shall be responsible at such resident's expense for cleaning all windows, which are accessible from inside the residential apartment or inside the lanai area. The Association as a common expense shall clean all other windows.

13. Convenience Carts (Shopping Carts)

Carts are located near the exercise room on the ground floor. These carts are for the convenience of residents and should be used for transport of small items and groceries. All carts shall be returned to the same location and not left in the common element hallways, passageways, elevators or in residential apartments. See Section IX. C. "Schedule of Project Fines and Damages for Violations of House Rules," for fines, damages and actions related to violations of these rules.

VI. RESIDENTIAL APARTMENT REPAIRS, MAINTENANCE AND MODIFICATIONS

A. Residential Apartment Repairs and Maintenance

1. Residential Apartment Owner's Duty to Repair and Maintain

Every residential apartment owner from time to time and at all times shall perform promptly all repair and maintenance work within his or her residential apartment, the omission of which would adversely affect any common elements or any other residential apartments. The owner shall be responsible for all loss and damage to common elements and other residential apartments caused by his or her failure to do so. See Section IX. C. "Schedule of Project Fines and Damages for Violations of House Rules," for fines, damages and actions related to violations of these rules.

2. Repairs to Residential Apartments to be at Owner's Expense

All repairs of internal installations within each apartment, such as plumbing and electrical fixtures, appliances, telephones, doors, lamps and other fixtures and accessories belonging to such residential apartment, including the wall and floor coverings, shall be at the apartment owner's expense. For residential apartments with lanais, repairs of windows and sliding doors between the residential apartment and lanai are the responsibility of the owner.

3. Licensed Contractors Required When Common Elements May be Affected

A licensed contractor approved in writing by the Board shall perform any repair or maintenance, which may affect the common elements.

B. Residential Apartment Modifications

1. Permission for Modifications

Except as permitted by the Declaration, no structural change of any type shall be permitted either within or without a residential apartment without prior written approval and consent of the Board.

2. Signs

No signs, signals, or lettering shall be inscribed or exposed on the exterior of any residential apartment, nor shall anything be projected out of any window or off any lanai.

3. Prohibitions on Modifications

a. No projections shall extend through any door or window opening of any residential apartment into any walkway or corridor or beyond the exterior face of the buildings.

- b. Except as otherwise permitted by the Declaration, no owner, tenant, other occupant, employee, guest, licensed contractor and unlicensed contractor, except as otherwise permitted by the Board, shall install any wiring or other device for electrical or telephone installations, television, machines, or other equipment or appurtenant on the exterior of the buildings or protruding through the walls, windows or roof thereof.
- c. Nothing shall be allowed, done or kept in any residential apartment or common element which would overload or impair the floors, walls or roofs of the buildings, or cause any increase in the ordinary premium rates or the cancellation or invalidation of any insurance maintained by or for the Board of the Association with respect thereto, nor shall any noxious or offensive activity or nuisance be made or suffered thereon.
- d. Except as otherwise permitted by the Declaration, no projections shall be attached to the outside walls of the buildings or the exterior of any door without the prior consent in writing of the Board. However, the Association encourages all owners to replace old air conditioners with modern energy efficient models in the existing openings in the building designed for wall A/C units. Such residential wall A/C units are allowed to protrude from the outside walls of the building. Care should be taken to eliminate condensation from these units to drip down and splash on windows or lanai areas below. There are existing ½" drainage lines built into the building below each A/C opening. These should be used when installing a new A/C unit. These condensation drainage lines should not be plastered over or plugged by building material during renovations. If not used, the drainage line should be properly cleaned and capped by a plumber.
- e. Except as otherwise permitted by the Declaration or the By-Laws, no alteration or addition to an apartment or any alteration or addition to the common elements may be made without the prior written approval of the Board. The Board will determine from time to time appropriate guidelines for submission of plans for renovation and the process and fees charged for study and approval of each submission. Based on the scope of work and potential impact to structural elements of the building, the Board may have to contract an outside architectural or structural engineering firm to ensure the work will not have adverse impact on the building. Such costs will be charged to the owner submitting the plan for approval. The Resident Manager will provide the current procedures for any owner planning any renovation project.
- f. All licensed and unlicensed contractors, etc., working in a residential apartment need to be registered with the Resident Manager. When performing modifications to the residential apartment, a mat shall be kept in the apartment for the purpose of cleaning shoes prior to exiting the apartment and entering the common elements of the project. Furthermore, all residential apartment owners, workmen, repairmen, and contractors must comply with Hawaii contractors licensing statutes, which require any repair, remodel or renovation project costing more than \$1,000.00 to be licensed pursuant to Hawaii Contractors Law (HRS Chapter 444).
- g. None of the provisions of these House Rules are intended to be in contravention of the Federal Fair Housing Act or Chapter 515, Hawaii Revised Statutes, or The Americans with Disabilities Act, where applicable. The Board will at all times comply with the provisions of these statutes, when applicable, when acting upon requests by persons with disabilities to make reasonable modifications, at the residents' cost, to their apartments and/or common elements of the project, if the proposed modifications are necessary to enable such persons to have full use and enjoyment of the premises. The Board will also comply with the above statutes when acting upon requests by disabled persons for

exemptions from any of the provisions of the Association's Declaration, By-Laws, and/or House Rules, which would interfere with their equal opportunity to use and/or enjoy their apartments and/or the common elements of the premises. If, at any point, the disabled resident who requested a change to the common elements to accommodate his/her disability, moves from the project, that resident may be requested to return the common elements that were modified to their original condition, at that resident's expense.

4. Licensed Contractors Required When Common Elements May be Affected

A licensed contractor approved in writing by the Board shall perform any modifications, which may affect the common elements. For example, any electrical or plumbing work may affect the common elements and must be done by licensed contractors.

5. Board May Require Removal of Unauthorized Work

The Board of Directors may inspect any work and may order the removal of any work, which has not been approved or which may adversely affect the common elements or the exterior appearance of the project.

6. No Building Roof Access

No persons other than authorized tradesman and technicians employed by the Association and employees of the Association shall be allowed on the roof areas of the project without prior written approval by the Board and signing a waiver of liability.

C. Restrictions on Construction Activities and Contractors

1. Construction Hours

Construction within a residential apartment is permitted between 8:00 a.m. and 5:00 p.m. Monday through Friday. No construction shall be allowed in any buildings on Saturdays, Sundays or Holidays recognized by the Association. Resident Manager and/or Security must be given access to any unit under construction to monitor and enforce these rules.

2. Unloading, Entry, Exit and Parking

All contractors must unload their tools, equipment and construction materials in the loading area. Parking in the parking garage may be allowed if parking is available and the vehicle meets size restrictions for the parking garage. Entry and exit for contractors will be through the loading area and not through the lobbies of the buildings. Violations of parking and traffic rules will result in the contractor being prohibited from parking in the garage. Contractors shall not transport tool carts or heavy material via the Backlund Bridge on the 4th Floor.

3. Use of Elevators

The padded freight elevator nearest to the mailboxes shall be used by contractors for transporting tools, equipment and construction materials. The padded freight elevators must be reserved in advance so that the padding can be installed. Contractors and their employees shall not use the residential elevators unless written permission of the Resident Manager is obtained in advance. Security will assist contractors and their employees with use of the freight elevator.

4. Location of Contractors and Employees

Contractors and their employees are prohibited from roaming or loitering around the residential apartment areas and common elements, unless assigned to work in the area. Owners are responsible for informing all contractors and their employees that Foster Tower is a non-smoking building and they may not smoke inside the apartment where they work.

5. Construction Waste Removal

All construction waste must be removed and disposed of by the contractor off-site. No construction debris may be disposed of in the building's trash dumpsters. Absolutely no liquid waste containing any cement or masonry material may be emptied into either the building's sewage system or any outdoor drains such as lanai drains that run through the building. Such acts can damage our aging and fragile drainage and sewage lines and any contractor found violating this rule will be barred from working in Foster Tower. In addition, the owner will be fined and charged for the inspection and potential repair and cleanout of the sewage or drain lines. During construction, workers should promptly remove all dust-causing waste so that the dust will not get blown into other apartments or into common elements. Any food waste should not be left in apartments under construction overnight.

6. Restrictions and Registration of Contractors and Employees

Owners shall notify the management office of planned repairs, maintenance and modifications in advance. Licensed and unlicensed contractors, handymen, etc., and their employees must register with the management office or Security prior to initiating work on a residential apartment. Owners are responsible for ensuring that all licensed and unlicensed contractors adhere to these rules. See Section IX. C. "Schedule of Project Fines and Damages for Violations of House Rules," for fines, damages and actions related to violations of these rules.

VII. GENERAL HOUSE RULES

A. Applicability of House Rules

All rules and regulations specified in these House Rules are to be adhered to by everyone on the premises. Each owner shall observe and perform these House Rules and ensure that his or her tenants and such owner's and his tenants, other occupants, employees, contractors and guests also observe and comply with the Declaration, the By-Laws, and these House Rules. Owners will be responsible for their tenants and such owners and their tenants, other occupants, employees, and guests observance of all House Rules as set forth herein. In the event any such person incurs expenses due to violations of these House Rules or persons for whom an owner is responsible, the owner shall pay for such expenses, including reasonable attorney's fees.

B. Employees of the Association

1. Maintenance of Common Elements

The Association maintenance employees will use every effort to police the grounds effectively. Nevertheless, these employees are not available on a 24-hour daily basis, and much of their work must be devoted to maintenance and repair, etc. Accordingly, and in the common interest of all, every owner, tenant, other occupant, employee, contractor and guest is requested to do his/her part in assisting the Association maintenance employees to keep the premises neat and clean.

2. Management of Association Employees

Employees of the Association are under the direction of the Board, Management Company Agent and Resident Manager. During prescribed hours of work they shall in no case be diverted to the private business or employment of any owner, tenant, other occupant, employee, contractor or guest. No employee shall be asked by an owner, tenant, other occupant, employee, contractor or guest to leave the common elements.

C. Access to Common Elements and Residential Apartments

1. Access to Residential Apartments and Common Elements

The Resident Manager is not required to give access to residential apartments or buildings without the permission of a responsible owner, tenant or other occupant provided, however, that as provided in and subject to the provisions of the By-Laws, the Resident Manager shall give each mortgagee of a residential apartment or any interest therein and its agents access through the common elements for the purpose of passage to any residential apartment on which such mortgagee holds a mortgage.

2. Entrusting Keys to Employees of the Association

Any key or keys entrusted by an owner, tenant or other occupant or by his/her local Agent, employee, contractor or guest to an employee of the Association, whether for such residential apartment or an automobile or other item of personal property, the delivery of the key shall be at the sole risk of such owner, tenant, other occupant, local Agent, employee, contractor or guest, and neither the Board nor the Association or the Resident Manager shall be liable for injury, loss or damage of any nature whatsoever directly or indirectly resulting there from or connected therewith. Each owner, tenant, other occupant and guest shall assume full responsibility for protecting his/her residential apartment and the contents thereof from theft, robbery, pilferage, vandalism and other loss or damage.

Notwithstanding the foregoing, owners who do not reside in Foster Tower and do not have a professional management company or a neighbor with access to their apartment should leave a key with the Resident Manager who may need to gain access in the event of a water leak from the unit above or signs of smoke or other odors coming from the apartment. Keys left with the Resident Manager for such emergencies are kept in a locked cabinet with access only by the Resident Manager during an emergency. Another option is to install a lock box on the front door of the apartment with a copy of the key and leaving the lock box combination with the Resident Manager.

D. Common Element Furnishings

Furnishings, paintings, plants and other decorative items have been placed in the common elements to enhance the project. These decorative items shall be for use in those specific areas and shall not be moved or removed from those areas or damaged, vandalized or otherwise defaced by owners, tenants, other occupants, employees, contractors or guests. See Section IX. C. "Schedule of Project Fines and Damages for Violations of House Rules," for fines, damages and actions related to violations of these rules.

VIII. SCHEDULE OF DEPOSITS AND FEES

A. Schedule of Project Deposits

| <u>Document Section</u> | <u>Deposit Amount</u> |
|---|-----------------------|
| <u>Section II.E.2 Keyfobs</u> | |
| Keyfob with garage opening remote | \$100 |
| Waterproof keyfob | \$ 50 |
| <u>Section II.F.1 Moving, Delivery and Contractor Procedures for Elevators</u> | |
| Deposit for freight elevator use | \$100 |

IX. VIOLATIONS OF HOUSE RULES

A. Reporting Violations and Damages

1. All corrective actions regarding violations of the House Rules and damages to the common elements will be enforced by the Board and should be reported promptly to the Board or the Resident Manager.
2. Damages to the common elements shall be surveyed by the Board or the Resident Manager at the direction of the Board and the cost of repair or replacement and any legal fees incurred may be assessed by the Board against the person or persons responsible, including, but not limited to, any owner for damages caused directly or indirectly by his tenants, other occupants, employees, contractors or guests.

B. Violation of the House Rules Shall Give the Board, the Resident Manager or Their Agents the Right to:

1. ENTER THE APARTMENT IN WHICH, OR AS TO WHICH, SUCH VIOLATION OR BREACH EXISTS AND TO SUMMARILY ABATE AND REMOVE, AT THE EXPENSE OF THE DEFAULTING OWNER (WHETHER OR NOT CAUSED BY THE OWNER OR BY ANY PERSON FOR WHOSE CONDUCT THE OWNER MAY BE RESPONSIBLE), ANY STRUCTURE, THING OR CONDITION THAT MAY EXIST THEREIN CONTRARY TO THE INTENT AND MEANING OF THE PROVISIONS HEREOF, AND THE BOARD OR THE RESIDENT MANAGER SHALL NOT THEREBY BE DEEMED GUILTY IN ANY MANNER OF TRESPASS; AND/OR
2. TO ENJOIN, ABATE OR REMEDY BY APPROPRIATE LEGAL PROCEEDINGS, EITHER AT LAW OR IN EQUITY, THE CONTINUANCE OF ANY SUCH BREACH, AND ALL COSTS THEREOF, INCLUDING ATTORNEYS' FEES, SHALL BE BORNE BY THE DEFAULTING OWNER (WHETHER OR NOT CAUSED BY THE OWNER OR BY ANY PERSON FOR WHOSE CONDUCT THE OWNER MAY BE RESPONSIBLE).

3. TO ASSESS FINES FOR VIOLATIONS OF ANY SECTION OR PART OF THESE HOUSE RULES, WHETHER OR NOT A FINE IS SPECIFICALLY REFERRED TO IN THE RULES. IF THE ASSESSMENT OF A FINE OR FINES DOES NOT RESULT IN COMPLIANCE WITH THESE RULES, IN THE BOARD'S DISCRETION IT MAY SEEK APPROPRIATE REMEDY THROUGH LEGAL COUNSEL AND LEGAL PROCEEDINGS ALL FEES, COSTS, AND EXPENSES FOR ANY LEGAL ASSISTANCE OR PROCEEDINGS SHALL BE CHARGED TO THE OWNER.

C. Schedule of Project Fines and Damages for Violations of House Rules

Prior to the Association levying a fine, the Resident Manager, Security or Property Management Company will issue the number of warnings associated with the violation to the owner, tenant, other occupant, employee, contractor or guest. Warnings and fines for violations are listed below. If violations occur after the prescribed number of warnings has been issued, the Property Management Company will generate a final letter to the owner and assess the fine, damages and any associated legal costs to the owner's account. As noted above, the Board has the discretion to levy fines and assess damages for violations where fines and damages have not been referred to specifically in these House Rules.

Document Section

Fine Amount and Warnings

Section II. D Pets

Section II. D.1 Pets Allowed in Project \$100 No Warnings

Owning or maintaining of pets not permitted in the project

Section II. D.3 Control of Pets \$25 Two Warnings

Control of all pet activities and behavior defined in this section of the House Rules. Owners and residents shall be subject to fines and damages for violations.

Section IV. B.1 Use of Common Elements – Uses, Obstructions and Prohibitions

Section IV. B.1 Bird Feeding \$50 One Warning

Section IV. C. Parking Automobiles and Other Vehicles

Owners, tenants, other occupants, employees, contractors and guests shall be subject to fines, towing charges and damages, if necessary, for violations.

Section IV. C.1 General Parking Considerations \$30 Two Warnings

Section IV. C.2 Parking Stalls \$30 Two Warnings

Section IV. C.3 Guest Parking \$30 Two Warnings

| | | | |
|------------------------|--------------------------------|------|--------------|
| <u>Section IV. C.5</u> | <u>Common Elements Parking</u> | \$30 | Two Warnings |
| <u>Section IV. C.8</u> | <u>Bicycles</u> | \$30 | Two Warnings |

Section IV. D. Vehicular Traffic Management

Owners, tenants, other occupants, employees, contractors and guests shall be subject to fines, towing charges and damages, if necessary, for violations.

| | | | |
|------------------------|---|-------|--------------|
| <u>Section IV. D.1</u> | <u>Unsafe Driving</u> | \$30 | Two Warnings |
| <u>Section IV. D.2</u> | <u>Driving in an Aggressive or Harassing Manner</u> | \$30 | Two Warnings |
| <u>Section IV. D.3</u> | <u>Damage Resulting from Vehicles</u> | \$100 | No Warnings |
| <u>Section IV. D.4</u> | <u>Noises and Nuisances from Motor Vehicles</u> | \$30 | Two Warnings |

Section IV. E. Vehicle and Property Repairs and Maintenance

Owners, other occupants, employees, contractors and guests will be subject to fines, towing charges and damages, if necessary. Cleaning charges of \$45 per hour will be assessed for vehicle oil, fluids and other materials associated with the situation.

| | | | |
|------------------------|---|------|-------------|
| <u>Section IV. E.1</u> | <u>Repairs of Vehicles and Property</u> | \$50 | One Warning |
| <u>Section IV. E.2</u> | <u>Maintenance of Vehicles</u> | \$50 | One Warning |

Section IV. F. Recreation Areas and Facilities

| | | | |
|------------------------|-----------------------------------|------|-------------|
| <u>Section IV. F.2</u> | <u>Swimming Pool Area Rules</u> | \$50 | One Warning |
| <u>Section IV. F.5</u> | <u>Storage Room on Each Floor</u> | \$50 | One Warning |

Section IV. G. Noise and Nuisances

| | | | |
|-------------------------|--|------|--------------|
| <u>Section IV. G.2.</u> | <u>Noises and Nuisances Specific Rules</u> | \$50 | Two Warnings |
|-------------------------|--|------|--------------|

Section IV. H. Emergency, Health, Safety and Legal Considerations

| | | | |
|-------------------------|--|-------|-------------|
| <u>Section IV. H.4</u> | <u>Objects Thrown from Buildings</u> | \$200 | No Warnings |
| <u>Section IV. H.5</u> | <u>Fireworks</u> | \$200 | No Warnings |
| <u>Section IV. H.6</u> | <u>Use of Flammable or Dangerous Materials</u> | \$200 | No Warnings |
| <u>Section IV. H.7</u> | <u>Outdoor Cooking</u> | \$200 | No Warnings |
| <u>Section IV. H.10</u> | <u>Smoking Banned in the Entire Building</u> | \$200 | No Warnings |

Section V. A Residential Apartment Aesthetic Considerations

Section V. A.1 General Apartment Aesthetic Considerations \$100 Two Warnings

Section V. A.2 Lanais – Care and Maintenance \$100 Two Warnings

If Management confirms water leakage coming from the lanai drainpipe, not associated with rainfall, the owner responsible for such leakage shall be assessed a fine for each violation. In addition, the owners shall be assessed for any damage, stains or spotting to the building or windows, which results from the use of any water on the lanai areas. The assessed fees for such damages may be \$1,000 or more.

Section V. A.3 Lanais – Furniture, Storage and Plants \$100 Two Warnings

Section V. A.5 Lanais – Other Considerations \$100 Two Warnings

Section V. A.10 Residential Apartment Water Facilities \$200 No Warnings

Section V. A.13 Convenience Carts (Shopping Carts) \$10 Two Warnings

Section VI. A Residential Apartment Repairs, Maintenance and Modifications

Section VI. A.1 Residential Apartment Owner's Duty to Repair and Maintain \$500 No Warnings

In addition to the fine, owners will be responsible for reimbursing the Association and affected residential apartment owners for damages and losses.

Section VI. B Residential Apartment Modifications

Any violation of rules in Section VI. B \$100 No warnings

Section VI. C Restrictions on Construction Activities and Contractors

Section VI. C.6 Restrictions and Registration of Contractors and Employees \$100 No Warnings

Section VII. D Common Area Furnishings \$200 No Warnings

In addition to the fine, owners will be responsible for reimbursing the Association for all damages and losses.