

PUNAHOU CLIFFS  
RULES AND REGULATION

I. ESTABLISHMENT OF RULES AND REGULATIONS

The following Rules and Regulations are established in order to provide for the continuing pleasure, comfort and security of all members ("Owners") of the Association of Apartment Owners of PUNAHOU CLIFFS (the "Association") and their guests.

II. GENERAL

2.01 Definitions. "Member" means a member of the Association of Apartment Owners of PUNAHOU CLIFFS. "Association" means the Association of Apartment Owners of PUNAHOU CLIFFS. "Board" means the Board of Directors of the Association. "Owner" means a legal owner of one or more Punahou Cliffs apartments. "Tenant" means any person or persons renting from an Owner. "Occupant" means any person residing in an Apartment.

2.02 Pets. No livestock, poultry, rabbits or other animals whatsoever shall be allowed or kept in any part of the property except that dogs, cats and other household pets, having such diminutive size and weight that they may be comfortably and easily hand-carried by any person over the common elements of the property, in reasonable number may be kept by the apartment owners and occupants in their respective apartments but shall not be kept, bred or used therein for any commercial purpose nor allowed on any common elements except in transit when carried or on a leash, provided that any such pet causing a nuisance or unreasonable disturbance to any other occupant of the property shall be permanently removed therefrom promptly upon notice given by the Board of Directors or Managing Agent. Owners shall be responsible for the immediate and proper disposal of all fecal matter of their pets. Owners, tenants or occupants of any apartment keeping a pet are required to register their pet with the Board of Directors or Managing Agent. Pet owners shall indemnify the Association and hold it harmless against any loss or liability of any kind arising from such pet. Notwithstanding any other provision herein, visually impaired persons may keep certified seeing-eye dogs, hearing impaired persons may keep certified signal dogs and physically impaired persons may keep certified service dogs in their apartments and may use such dogs as reasonably necessary for their enjoyment of the property. Pets are required to be on a leash while on the common elements of the property

2.03 Noises. No Owner or tenant shall make or permit to be made any disturbing noises in his or her apartment or the common areas by himself or herself, his or her family or his or her guests; nor do or permit anything to be done by any such person that will interfere with the rights, comforts and conveniences of other occupants.

2.04 Solicitation. No solicitation or canvassing will be allowed on the property at any time.

2.05 Hazardous Material. Unless the Board gives advance written consent in each and every instance, occupants shall not use or permit to be brought into the building any flammable oils or fluids such as gasoline, kerosene, naphtha or benzene, or other explosives or articles deemed extra hazardous to life, limb or property.

2.06 Removal of Items. Any unsightly or disturbing items or items creating a fire hazard within any apartment or the common elements shall be removed upon the request of the Board or the Managing Agent.

2.07 Fireworks. No fireworks of any sort shall be set off in any part of the property.

III. USE, OCCUPANCY AND MAINTENANCE OF APARTMENTS

3.01 Occupancy of Apartments.

a. Subject to the terms of the Declaration and the Bylaws of the Association, an Owner may lease his or her apartment or make it available to friends, but the person or persons leasing, renting or living in the apartment shall abide by the Rules and Regulations adopted by the Association. The apartments shall be occupied and used only for residential purposes and no apartment shall be used as a tenement or rooming house or for or in connection with the carrying on of any business, trade or profession whatsoever. Apartments shall not be rented for transient or hotel purposes, which shall be defined as a rental for a period less than (30) days.

b. All Owners shall be responsible for the conduct of his or her tenants or guests and shall, upon request of the Board or Managing Agent, immediately abate and remove, at his or her expense, any structure, object or condition that may exist with regard to the occupancy of his or her apartment by his or her tenants or guests contrary to the interest and meaning of the provisions hereof; or, if the Owner is unable to control the conduct of the tenants or guests to conform with the interest and meaning of the provisions hereof, he or she shall, upon request of the Board or Managing Agent, immediately remove such tenants or guests from the premises, without compensation for lost rentals or any other damage resulting therefrom.

c. Owners shall be responsible for designating a local agent to represent their interest if their residence is outside of the State of Hawaii or if they will be absent from the apartment for more than thirty (30) days. Such Owners shall file with the Board their out-of-town address and telephone number and the telephone number of their agent. Absentee Owners shall have their agent conduct periodic inspections of their apartment.

3.02 Water Beds. There shall be no water beds of any nature allowed in any apartment of the property without prior written approval of the Board. All Owners and tenants who wish to install a water bed must first supply to the Board written evidence of adequate liability insurance coverage listing the Association as an additional insured and must display physically to the Board or Managing Agent a waterproof tank in which the water bed will rest.

3.03 Windows, Lanai.

a. Nothing shall be hung from the windows or lanai of any apartment; nor shall anything be shaken or hung from any of the windows, doors, or lanai of the apartment; provided, however, that

appropriate banners commemorating holidays or festivals may be displayed from lanais and windows on holidays. The lanai shall not be used for storage of any items,

b. Cleaning and maintenance of windows and glass doors in each apartment is the Owner's obligation.

c. Windows, fire escapes, and lanais shall be used in a manner so as not to detract from the appearance of the building.

d. No shades, awnings or window guards shall be used, except such as shall be approved by the Board.

e. Each Owner shall be responsible for the care and maintenance of his or her lanai.

3.04 Water Closets/Toilets. The water closets and other water apparatus shall not be used for any purpose other than that for which they were constructed and no sweeping, rubbish, rags, papers, ashes, or other substance shall be thrown therein. Any damage resulting to them from the misuse of any nature or character whatsoever shall be paid for by the occupant who shall cause such damage.

3.05 Sweeping. No Owner or tenant shall sweep or throw or permit to be swept or thrown from any apartment, including any lanais, windows and doorways, any dirt or other substances into any part of the common areas or on or upon any other apartment.

3.06 Open Flame Cooking. Cooking over an open flame with charcoal grills and hibachis is not permissible within the apartment or on lanais or on common areas, unless designated or designed for such activities.

#### IV. USE AND MAINTENANCE OF COMMON AREAS

4.01 Signs. Owners and occupants shall not put their names in any entry, passageway, vestibule, hall or stairway of the building, except in places provided therefore or in the mailbox provided for use of their respective apartments.

4.02 No Obstructions. The common areas shall not be obstructed or used for any purpose other than ingress and egress from the apartments, or for the appropriate recreational use designated, and in that connection, there will be no riding of two-wheel bicycles, skates or skateboards on common area sidewalks and parking areas, nor in and near swimming pool areas. Three-wheel tricycles are barred from swimming pool, parking, and driveway areas.

4.03 Damages to Building. All damage to the building caused by the moving and carrying of articles therein, shall be paid for by the occupant causing such damage. Any damage to the property of others, including the common elements, resulting from misuse of the Property's facilities, of any nature or character whatsoever, shall be paid for by the owner of the apartment in which such misuse occurred.

4.04 No Interference. Occupants shall not interfere in any manner with any water heating, lighting, elevator, and other such

apparatus in the property.

4.05 Common Area Furniture. Any furniture placed in common areas is for use in those specific areas and must not be moved therefrom.

4.06 Moving

a) Residents must contact the Resident Manager at least three (3) working days prior to the scheduled move in order to confirm a reservation for the use of an elevator. A refundable moving deposit of \$100.00 in the form of a check made payable to Punahou Cliffs AOA, must be delivered to the Resident Manager before an elevator will be secured for moving. The Resident Manager and resident(s) will inspect the areas through which items will be moved. Once moving is completed, the Resident Manager and resident will again inspect the areas through which the items were moved. If no damage to the common area is found, the deposit will be returned to the resident. Any damage to the common area will be repaired, the cost deducted from the deposit, and the balance returned to the resident at a later date. Any damage in excess of the deposit amount will be billed to the owner of the unit. Failure to notify the Resident Manager of a move within the specified period or failure to submit the moving deposit will result in a \$50.00 charge being assessed to the unit owner.

b) Moving hours are from 8:00 a.m. to 4:00 p.m. only, Monday through Friday. No moving is permitted after hours, on Saturday or Sunday, or on holidays, including Christmas Eve and New Year's Eve. Trucks or vans must be off the premises by 4:30 p.m. of the day of the move. Misunderstandings and inconveniences may be avoided by informing the moving company of these policies.

c) Absolutely no moving of boxes, furniture or household goods is allowed through the main lobby. The designated elevator for the move may only be accessed at the P1 level.

d) Wall pads must be placed in the designated elevator before moving can start. Check with the Resident Manager or maintenance manager if the pads are not in place at the appointed time.

e) Dispose of empty boxes by breaking them flat and placing them in the trash room. Under no circumstances may boxes or other packing materials be placed in the trash chute or the trash chute rooms located on each residential floor. An "unwarranted clean-up charge" of \$50.00 will be assessed by the Resident Manager if this rule is violated.

f) Delivery hours are 8:00 a.m. to 4:00 p.m. Monday through Friday and 8 a.m. to 12:00 p.m. on Saturdays. The moving deposit is not applicable to established residents of the building who accept deliveries of single items of furniture or appliances being made by a retail store or individual. Any resident expecting deliveries of furniture or appliances must notify the Resident Manager a minimum of 24 hours prior to the scheduled delivery. Any damages to the common element during the delivery of said items will be charged to the account of the responsible owner.

g) All deposits described herein are payable in advance. Owners or their agents will be held responsible for lessee's compliance.

V. USE OF POOL AND RECREATION AREA

5.01 Owner or Tenant Use. It is understood that any Owner or his or her tenant may use the swimming pool on the premises and any recreational facilities so provided, individually or together with other Owners or tenants. However, each Owner or tenant shall assume all risk of personal injury or property damage that may result from the use of said pool or recreational areas by the Owner or tenant or the Owner's or tenant's family, guests, or invitees. A guest of any Owner or tenant may use such facilities only when accompanied by such Owner or tenant.

5.02 Pool Rules.

a. Each Owner or tenant shall not have more than six (6) guests at any time in or about the pool and recreation areas without prior written consent of the Board or the Managing Agent. Resident's seeking to reserve the facilities must submit a written request to the Resident Manager at least seven (7) days in advance of the planned event. Only the barbecue area nearest the pool may be reserved and at least one table must be kept free for the use of other residents. Exclusive use of the pool may not be reserved. Reservations may be for a maximum period of four (4) hours between 9:00 A.M. and 10:00 P.M. Use of the pool and barbecue area may not extend beyond 10:00 P.M.

b. Owners and tenants are responsible for the conduct of their guests.

c. Use of the swimming pool prior to 9:00 A.M. or after 10:00 P.M. is not permitted except by prior written consent of the Board or the Managing Agent.

d. Children under twelve (12) years old will not be permitted to use any swimming pool without an adult in attendance and supervising their activity.

e. Glass bottles are not permitted in the pool or Jacuzzi areas; all beverages will be consumed out of cardboard, plastic or paper cups.

f. Food, gum, toys, glassware, inflatable mats, large inflated inner tubes, SCUBA diving equipment or similar items shall not be permitted in the pool. However, aquatic exercise equipment of reasonable size and material that will not interfere with safety of others using the pool and will not damage the pool will be allowed.

g. Running, screaming and "horseplay" are not permitted in the pool or adjacent area.

h. All persons using the pool and Jacuzzi must shower or bathe before entering the pool or Jacuzzi.

i. All suntan oil shall be removed before entering the

pool.

j. No animals are allowed around the pool area or in the pool.

k. Persons having any skin disease, open wounds, sore or inflamed eyes, nasal or ear discharges, or any communicable disease shall not use the pool.

l. Bathers shall dry themselves before leaving the pool area.

m. Persons violating these Rules and Regulations shall be asked by the Managing Agent or Resident Manager to leave the pool or adjacent area.

n. All persons shall comply with the requests of the Managing Agent or Resident Manager in respect to matters of personal conduct in and about the pool and adjacent area. It is requested that any violations be called to the attention of the Managing Agent or Resident Manager.

o. The Board may post such other rules and regulations as it feels necessary in the pool area and such rules and regulations shall have the same effect as Rules and Regulations adopted by the Association.

p. Babies must wear diapers appropriate for use in the pool.

#### VI. PARKING

6.01 Filing of Information. Occupants shall file their name, address, phone number, signature and automobile model, make and license number with the Managing Agent or Resident Manager prior to taking occupancy of the apartment.

6.02 Washing of Vehicles. Occupants may only wash automobiles or motorcycles in the area specifically designated for such use and may not wash vehicles in the parking garages. Residents shall clean such areas before leaving.

6.03 Maintenance of Spaces. Owners are responsible for the cleanliness of their respective parking spaces, including the removal of any grease build-up. No personal items, such as lumber, furniture or crates, shall be permitted in the parking spaces.

6.04 Observance of Signs. Drivers are expected to observe traffic signs for the safety of all. No trucks or vehicles weighing more than 6,000 pounds are allowed to enter upon the parking ramps or the parking area garages.

6.05 No Impeding of Access. No vehicles belonging to an Owner or to a member of the family, a guest, tenant or employee of a Owner shall be parked in such manner as to impede or prevent ready access to any entrance or to any exit from the property by another vehicle.

6.06 Parking in Proper Place. Parking spaces are assigned to specific apartments for their exclusive use. Cars parked in

unauthorized spaces (which includes cars not parked entirely within an assigned space) may be towed away at their owner's expense. Vehicles belonging to guests shall be parked only in the spaces marked as guest parking. Use of visitor parking spaces by residents having regularly assigned spaces is permitted with special permission from the Managing Agent or Resident Manager. No overnight parking is allowed in the guest parking spaces, except by special arrangement and registration with the Managing Agent or Resident Manager.

6.07 Condition of Vehicles. No major repairs to automobiles or motorcycles are permitted on the property. No racing of motors is permitted and all automobiles and motorcycles must be equipped with quiet mufflers. All cars parked in the garages must be in operating condition with current vehicle license and safety stickers required by law. Non-motorized vehicles (e.g., bikes and skateboards) shall not utilize the parking areas or driveways.

6.08 Towing of Vehicles. The Managing Agent or Resident Manager is authorized to tow away any vehicle or equipment at the owner's expense in the event these Rules and Regulations are violated.

#### VII. BUILDING MODIFICATIONS, MAINTENANCE, REPAINTING

7.01 Maintenance of Apartment. Each Owner shall be responsible for the care and maintenance of his or her apartment including the lanai. It is intended that the building shall present a uniform appearance and, to affect that end the Board may require the painting of exterior walls of all or part of any building and regulate the type and color of paint to be used. The Board is authorized to contract for said painting and to make payment therefore out of the maintenance fund in the case of common elements or limited common elements and in the case of individual apartments, the Board may charge such sums to said apartment.

7.02 Pursuant to Article IV, §1 of the Bylaws, individual owners are responsible for necessary repairs and maintenance of the air handling units located in apartments. Other than the replacement of air filters, the inspection and cleaning services provided by the Association do not include replacement or repairs to the components listed on Exhibit "A" attached hereto. Owners replacing any of the components described in Exhibit "A" are required to comply with the specification and sizing provisions as described therein.

7.03 No Structural Changes. No structural changes of any type shall be permitted either within or without an apartment except in accordance with the Declaration and By-Laws.

7.04 No Additions or Alterations. No additions or alterations to the original design of the apartment will be permitted which are visible from the exterior of the building, except in accordance with the Declaration and By-Laws.

7.05 Hard Surface Flooring. It is required that the installation of all tile, hardwood, and similar hard surface floors in apartments include noise insulating materials below the floor in

order to prevent sound transmission to the apartment below. Owners are responsible for providing the Building Manager with evidence of installed soundproofing including the noise reduction specifications before the completion of any hard floor installation. Materials with IIC rating of 45 per ASTM E492/E989, or greater, are required.

7.05 Compliance with Fair Housing Act. None of the provisions of the Association's documents are intended to be in contravention of the State or Federal Fair Housing Act. The Board will at all times comply with the provisions of the Fair Housing Acts when acting upon requests by handicapped persons to make reasonable modifications, at their cost, to apartments and/or to the common elements of the property if the proposed modifications are necessary for their full enjoyment of the property. The Board will also comply with the provisions of the Fair Housing Act when acting upon requests by handicapped persons for exemptions from any of the provisions of the Property's documents which would interfere with said handicapped persons' equal opportunity to use and/or enjoyment of their apartments and/or the common elements.

#### VIII. VIOLATION OF RULES AND REGULATIONS

8.01 Rights of Board or Managing Agent. The violation of any Rules and Regulations adopted by the Association shall give the Board or the Managing Agent the right to:

a. 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, any structure, thing or condition that may exist therein contrary to the intent and meaning of the provisions hereof and the Board or the Managing Agent shall not thereby be deemed guilty in any manner of trespass.

b. To enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any such breach, and all costs thereof, including attorney's fees, shall be borne by the defaulting Owner.

8.02 Owner Responsibility. The full authority and responsibility of enforcing these Rules and Regulations may be delegated to the Managing Agent or Resident Manager by the Board. All Owners, tenants, occupants and their guests shall be bound by these Rules and Regulations and by rules of reasonable conduct whether covered by these Rules and Regulations or not. Owners and tenants will be responsible for their guests' observance of all Rules and Regulations. In the event expenses are incurred by the Association due to violations of these Rules and Regulations by an Owner, tenant, guest or licensee, the Owner of the apartment shall be responsible for reimbursing any such expenses to the Association, whether the expenses are incurred for physical repairs or for legal expenses incurred in connection with any enforcement action initiated by the Board of Directors.

#### IX. AMENDMENTS

These Rules and Regulations may be expanded, changed or modified only by the Board in the manner provided for in the Bylaws



of the Association.

X. NOTICES

All complaints and requests shall be made only to the Managing Agent or Resident Manager who will in turn notify the appropriate parties. Owners shall also give immediate notice to the Managing Agent or Resident Manager of any damage, accident or injury to the exterior or roof of the building.

[END]

EXHIBIT A

FAN COIL UNITS MAINTENANCE AND REPAIRS

1.1. System Description: Floor standing, chilled water fan coil unit for a 2-pipe system. Units are installed in individually owned apartments. Apartments may have multiple units of different sizes.

1.2. Product:

A. Ducted Fan Coil Unit

1. Fan Coil Unit Configurations: Three (3) row-split cooling coil.
2. Coil Section Insulation: ½-inch thick.
3. Main and Auxiliary Drain Pans: Insulated galvanized steel with plastic liner.
4. Cabinets: Steel with baked-enamel finish in manufacturer's standard paint color.
5. Mixing Plenums: Sheet metal supply and return-air and mixing plenums.
6. Dampers: Galvanized steel
7. Filters: 1" Thick Throwaway Filters
8. Hydronic Coils: Copper tube, with aluminum fins.
9. Fan: Forward curved, double width, centrifugal, direct driven fan.
10. Motor: Permanently lubricated, multispeed: resiliently mounted motor with thermal overloads and automatic reset, 3-speed, 115 volt, single phase, permanent split capacitor type.

B. Sizing:

1. New unit to match cooling capacity of unit being replaced. Condo unit and its approved Fan Coil Unit sizes are as follows:
  - a. Type A1: 2 units total; 1-600 cfm, 1-800 cfm. (Carrier size 6,8)
  - b. Type A1R: 2 units total; 1-600 cfm, 1-800 cfm. (Carrier size 6,8)
  - c. Type A2: 2 units total; 1-600 cfm, 1-800 cfm. (Carrier size 6,8)
  - d. Type A2R: 2 units total; 1-600 cfm, 1-800 cfm. (Carrier size 6,8)
  - e. Type A3: 1 unit total; 1-800 cfm. (Carrier size 8)
  - f. Type B: 3 units total; 1-400 cfm, 1-600

- cfm, 1-800 cfm (Carrier size 4, 6, 8)
  - g. Type C: 1 unit total; 1-800 cfm. (Carrier size 8)
  - h. Type D: 2 units total: 1-400 cfm, 1-800cfm. (Carrier size 4, 8)
2. Fan Coil Units shall be Carrier 42S or approved equal.

