

## MALINA AT KOA RIDGE – PHASE I

### RULES AND REGULATIONS

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

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

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

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

#### A. USE.

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

#### B. TEMPORARY OCCUPANCY.

1. Use by Owners, Tenants and Guests. Subject to the terms of the By-Laws and such owner's unit deed, a unit owner may lease or rent his unit or make it

available to friends, but the person or persons leasing, renting or living in the unit shall abide by the Declaration, the By-Laws, the Declaration of Community Covenants for Koa Ridge, and these Rules and Regulations, and the unit owner shall assume responsibility for the occupants' conduct.

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

#### C. UNITS AND YARD AREAS.

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

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

3. Rugs, Draperies, etc. No rugs, draperies or other objects shall be dusted, beaten or shaken from the windows or on the stairways or walkways of the Project. Dust, rubbish or litter shall not be swept or thrown from any unit into any exterior part of the Project.

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

5. No Waterbeds. Waterbeds of any nature are prohibited in the Project.

6. Plumbing Fixtures. Toilets, sinks, and other water apparatus in the units or anywhere on the Project shall not be used for any purpose other than those for

which they were designed, nor shall any sweepings, refuse, rags, sanitary napkins, diapers or other articles be thrown into them. Washing machines shall not be used for any purpose other than those for which they were designed, and excessive amounts of laundry detergent shall not be used. Any damage anywhere in the Project resulting from misuse of any toilets, sinks, plumbing, washing machines or other water apparatus in a unit shall be repaired and paid by the owner of such unit. Any such damage resulting from misuse of any toilets, sinks or other water apparatus on the common elements (if any) shall be repaired at the direction of the Board, and the cost of repair shall be paid by the person(s) responsible for such misuse unless the person(s) responsible cannot be identified, in which event the cost of repair shall be borne by all units owners as a common expense. Every unit owner and occupant shall use best efforts at all times to conserve water.

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

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

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

D. COMMON AREAS.

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

2. Personal Property. No items of personal property shall be left or allowed to stand on any of the common elements. Articles of any kind left in any of the common elements, including, without limitation, the walkways, stairways or parking areas, will be removed at the owner's risk and expense at the direction of the Board.

3. Aesthetics. No unsightliness within the public view is permitted within the Project. For this purpose, "unsightliness" includes but is not limited to the

following: litter or refuse containers except as specially provided; nondecorative gear, equipment, cans, bottles, ladders, trash, boxes, barrels, etc., stored or stowed in or on walks, etc.; or unshaded or improperly shaded lights that create objectionable glare.

E. REFUSE.

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

2. Garbage Disposals. Kitchen garbage disposals shall be utilized for disposing of soft food waste only. All other wastes shall be placed in the designated refuse areas.

F. VEHICLES, PARKING STALLS AND ELECTRIC VEHICLE CHARGING.

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

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

3. Guest Stalls. The guest parking stalls shall be reserved for guests of unit owners only.

4. Bicycle Parking. Bicycles may be parked or stored within a unit, within a Yard Area appurtenant to such owner's unit (if any) or in the designated bicycle parking areas within the Project. Bicycles shall not be parked or stored upon the roads, walkways, stairways or other common elements of the Project. No mopeds or motorcycles shall be parked within the bicycle parking areas.

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

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

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

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

9. Repairs. No repair or maintenance of vehicles or other equipment shall be done within any area of the Project. Emergency minor repairs of a unit owner's or occupant's vehicles shall be permitted only within such owner's parking stall, and each unit owner or occupant shall promptly and properly dispose of any and all waste, material, grease and foreign substances resulting from such minor repair.

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

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

12. Project Electric Vehicle Charging Stations. The electric vehicle charging stations in the Project shall be for the use of all unit owners with electric vehicles. Unit owners shall comply with any guidelines adopted by the Board regarding the use of the electric vehicle charging stations.

13. Personal Electric Vehicle Charging System.

(a) A unit owner, at such unit owner's cost and expense and with the prior written consent of the Board, may place an "electric vehicle charging system" on or near the parking stall appurtenant to and reserved for the exclusive use of such owner's unit for the purpose of charging electrical vehicles. The Board's consent shall be given if the owner agrees in writing to: (i) comply with the Board's design specifications for the installation of the system; (ii) engage a duly licensed contractor to install the system; and (iii) within fourteen (14) days of approval of the system by the Board, provide a certificate of insurance naming the Association as an additional insured on the owner's homeowner's insurance policy.

(b) The unit owner shall comply with any guidelines adopted by the Board regarding the placement and use of the electric vehicle charging system.

(c) The unit owner shall register the electric vehicle charging system with the Association within thirty (30) days of installation.

(d) The unit owner and each successive unit owner of the unit to which the parking stall for which the electric vehicle charging system has been installed is appurtenant, shall be responsible for: (i) the cost of electricity used by such system (including the installation of the submeter); and (ii) the cost of any damage to the system, the common elements, the limited common elements, and any adjacent units within the Project, arising or resulting from the installation, use, maintenance, repair, removal or replacement of the system.

(e) The unit owner and each successive owner shall at all times have and maintain a policy of insurance covering the obligations of the owner under this section and shall name the Association as an additional insured under the policy.

(f) The unit owner and each successive owner shall be responsible for removing the electric vehicle charging system if reasonably necessary or convenient for the repair, maintenance or replacement of the common elements or limited common elements.

(g) For purposes of this section, "electric vehicle charging system" means a system that is designed in compliance with Article 625 of the National Electrical Code and delivers electricity from a source outside an electric vehicle into one or more electric vehicles. An electric vehicle charging system may include several charge points simultaneously connecting several electric vehicles to the system.

#### G. NOISE AND NUISANCES.

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

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

3. Quiet Hours. Owners and occupants shall maintain quiet between 10:00 p.m. and 7:00 a.m. from Sunday through Thursday nights, and midnight to 8:00 a.m. on Friday and Saturday nights.

#### H. BUILDING MODIFICATIONS.

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

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

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

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

5. Holes and Other Penetrations. Except as permitted in the Declaration or the By-Laws, no holes or other penetrations shall be made in the common element or limited common element walls without the Board's prior written approval and subject to any requirements of the Board. No penetrations shall be made in the ceiling of any unit.

6. Insulation. No modifications shall be made to any unit that would result in a reduction in the minimum impact insulation class of the unit.

7. Construction Activity Hours. Construction activity within units is prohibited except during the following hours: Monday through Saturday from 8:00 a.m. to 5:00 p.m.

8. Construction Parking. Due to lack of available on-site parking, all contractors and laborers engaged in construction of interior improvements to a unit are to be notified that off-site parking will be required unless such contractor arranges through the Managing Agent or the resident manager for on-site parking in certain designated stalls or areas. If on-site parking is provided and any contractors, their workers or subcontractors park in stalls or areas which were not specifically cleared through the Managing Agent or resident manager, such vehicles shall be subject to being towed at the expense of such contractor, worker or subcontractor.

9. Common Area Clean-up. All common elements of the Project shall be cleared and cleaned of construction debris and other rubbish on a daily basis by any person or persons working on a unit. No accumulation of trash or other debris from the construction activity within a unit shall be allowed or permitted to remain in the common elements of the Project.

10. Construction Trash Removal. The use of any trash receptacles for disposal of construction trash or debris is strictly prohibited. The owner and/or contractor shall arrange for removal of all such construction debris and other trash from the Project without use of the Project's trash receptacles. The Board reserves the right to charge the owner for the cost of removal of such construction trash or debris and/to bar the offending contractor from entering the Project until satisfactory arrangements are made to remove such construction trash and debris and reasonable assurances provided to the Board that such violation will not re-occur.

I. EMPLOYEES OF THE ASSOCIATION.

1. Maintenance of Project. The maintenance employees, if any, will use every effort to police the grounds effectively. Nevertheless, these employees are not available on a 24-hour daily basis, and much of their work must be devoted to maintenance and repair, etc. Accordingly, and in the common interest, every owner, occupant or guest is to do his part and to use such owner's influence on all tenants of such owner's unit to do their part towards abating unsightliness within the Project to the fullest practicable extent.

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

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



J. HAZARDS.

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

2. Units and Common Elements. Parents and/or legal guardians are responsible for the safety and conduct of their children. Without limiting the generality of the foregoing, parents and/or legal guardians should properly supervise their children within the parking areas and other common elements of the Project.

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

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

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

K. GENERAL RULES AND REGULATIONS.

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

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

3. Registration with Managing Agent. Owners and tenants shall file their name, address and telephone number and signature with the Managing Agent upon

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

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

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

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

7. Termite Inspections. No less frequently than once each month, (a) the Association, through the Managing Agent, shall cause the exterior of all buildings to be inspected for evidence of termite infestation, and (b) the owner of each unit shall inspect the interior of his unit for such evidence. At least once each year, the

Association, through the Managing Agent, shall cause the exterior and interior of each building (including the interiors of the units) to be inspected for termite damage. Each owner shall cooperate with the Association in providing access to his unit for the purpose of such inspections. Any evidence of termite infestation or damage shall be reported immediately to the resident manager (or the Managing Agent, if there is no resident manager).

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

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

#### L. VIOLATIONS OF THESE RULES.

##### 1. Reporting Violations and Damages.

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

(b) Damages to common elements shall be surveyed by the Board or the Managing Agent at the direction of the Board and the cost of repair or replacement and any legal fees incurred may be assessed by the Board against the person or persons responsible, including, but not limited to, any owner for damages caused directly or indirectly by his tenants or such owner's or his tenants' family members or guests.

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

(a) ENTER THE UNIT IN WHICH, OR AS TO WHICH, SUCH VIOLATION OR BREACH EXISTS AND TO SUMMARILY ABATE AND REMOVE, AT THE RISK AND EXPENSE OF THE DEFAULTING OWNER

(WHETHER OR NOT CAUSED BY THE OWNER OR BY ANY PERSON FOR WHOSE CONDUCT THE OWNER MAY BE RESPONSIBLE), ANY STRUCTURE, THING OR CONDITION THAT MAY EXIST THEREIN CONTRARY TO THE INTENT AND MEANING OF THE PROVISIONS HEREOF, AND THE BOARD OR THE MANAGING AGENT SHALL NOT THEREBY BE DEEMED GUILTY IN ANY MANNER OF TRESPASS; AND/OR

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

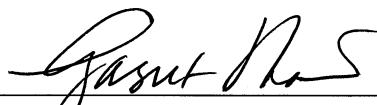
M. AMENDMENTS.

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

The foregoing Rules and Regulations are hereby adopted.

DATED: Honolulu, Hawaii, May 3, 2021.

CASTLE & COOKE HOMES HAWAII, INC.

By   
Its Vice President - Residential Operations

By   
Its Vice President, Controller & Asst. Treasurer

## EXHIBIT A

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

### A. Declaration of Condominium Property Regime.

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

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

building, or (d) increase the rate of property insurance on any building or the contents thereof.

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

4. Developer's Rights. Notwithstanding anything contained hereinabove to the contrary, the Developer, its agents, employees, successors and assigns shall have the right to conduct extensive sales activities at and in the Project, including the use of model units, sales and management offices, and extensive sales displays, signage and activities as set forth in Paragraph 6 of Section F of the Declaration.

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

B. By-Laws.

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

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

(c) All common elements of the Project shall be used only for their respective purposes as designed subject to the right of the Board to change the use

of the common elements in accordance with the Declaration, the By-Laws and the Condominium Property Act.

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

(e) Nothing shall be allowed, done or kept in any unit or common element (including the Yard Areas and other limited common elements) of the Project which would overload or impair the floors, walls or roofs thereof, or cause the cancellation or invalidation of any insurance thereon maintained by or for the Association, nor shall any noxious or offensive activity or nuisance be made or suffered therein or thereon.

(f) No unit owner or occupant shall make any additions or alterations to the units, limited common elements or any common elements of the Project, except in accordance with plans and specifications, prepared by a licensed architect if so required by the Board, and submitted to and approved by the Board, and all provisions of the Declaration and unit conveyances; provided, however, that;

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

(ii) A unit owner or occupant may install or remove an entry gate providing access to a walkway adjacent to a yard area appurtenant to such owner's unit, provided that the installation of such entry gate shall be in accordance with a written request and plans and specifications prepared by a licensed architect (if so required by the Board) that are submitted to and approved by the Board, all in accordance with all provisions of the Declaration.

(g) No unit owner may alter or remove any furniture, furnishings or equipment that is part of the common elements.

(h) No unit owner or occupant shall permit any person who is residing or visiting with him to loiter or play in any common elements of the Project which the Board may designate as a nonplay or hazardous area.

(i) Access to the roof of the buildings is limited to persons authorized by the Board to perform any necessary installations, inspections, maintenance or repairs. The Board may likewise restrict access to other parts of the common elements such as the utility rooms that would not ordinarily be available to the public.

(j) No unit owner or occupant shall place, store or maintain in the roads, walkways, grounds or other common elements of similar nature any furniture, packages or objects of any kind or otherwise obstruct transit through such common elements.

(k) It is intended that the buildings and Project will have a uniform exterior appearance. To that end, except as otherwise permitted by the Declaration or the By-Laws, no alteration or addition to a unit nor any alteration or addition to the common elements may be made that changes the exterior appearance of the Project without the prior written approval of the Board. For example:

(i) No unit owner may change the color of or tint the windows of such owner's unit if it may affect the exterior appearance of the unit.

(ii) No garments, rugs or other objects shall be hung from the windows, fences, walls or facades of the Project, except as expressly permitted by applicable law.

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

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

(i) A unit owner or occupant may install an antenna covered by the Federal Communications Commission Over-the-Air Reception Devices Rule (47 C.F.R. Part 1, Subpart S, Section 1.4000 et seq.), as amended from time to time, subject, however, to guidelines reasonably necessary to protect public safety that are adopted by the Board of Directors relating to the installation, maintenance and use of antennas within the Project.

(ii) The owners of units may install a solar energy device, as defined in the Condominium Property Act ("Solar Energy Device") within the Project for the use of said owner's unit, provided that: (a) the unit owner shall obtain the prior written consent of the Board of Directors; (b) the Solar Energy Device shall be installed in a location designated by the Board of Directors, in accordance with applicable law; and (c) the Solar Energy Device shall be in compliance with any rules and specifications adopted by the Board.



(m) Applicable to Type 2A-2, Type 2A-2R, Type 2B-2 and Type 2B-2R units only: Hard surfaces shall be limited to the entry, kitchen and bathrooms of the units. The entry, kitchen and bathrooms of the units shall include an underlayment (the "Underlayment") over the concrete topping of the floor slabs that is intended to maintain a particular acoustical rating of the floor and ceiling. Except with respect to flooring installed by the Developer (i) each unit owner shall not install or replace any flooring within a unit, without the prior written consent of the Board, (ii) the Underlayment shall not be disturbed or removed without the prior written consent of the Board and if the Underlayment is disturbed, damaged or removed, it shall be replaced with another underlayment approved by the Board; (iii) the Board may require the installation of an underlayment in those areas other than the entry, kitchen and bathrooms in connection with the installation or replacement of flooring in those areas; (iv) any underlayment installed within a unit shall be compatible (in regards to both material and installation) with the concrete topping and the flooring material; and (v) all flooring within a unit shall have a minimum Impact Insulation Class (IIC) rating as established by the Board and as may be modified from time to time, taking into consideration noise transmission between units. The Board, as a condition to approving the flooring, may require, among other things, that the unit owner obtain general liability insurance that includes coverage for claims and liabilities arising in connection with the installation and use of the flooring within the unit, naming the Association and the Managing Agent as an additional insured. Prior to installing the flooring and thereafter not less than ten (10) days prior to the expiration dates of an expiring policy, a certificate of the policy in form acceptable to the Association, shall be deposited with the Association.

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

(o) Pets.

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

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

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

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

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

(vi) Notwithstanding the foregoing restrictions on pets or anything contained herein to the contrary, guide dogs, signal dogs, or other animals upon which disabled owners, occupants or guests depend for assistance shall be permitted to be kept by such owners, occupants and guests in their units and/or the Yard Areas appurtenant to such units, if any, and shall be allowed to walk throughout the common elements while on a leash, provided that such animals shall at all times be accompanied by their owners while present upon the common elements (other than the Yard Areas). If such a guide dog, signal dog or other animal causes a nuisance or unreasonable disturbance or poses a threat to the health or safety of any owner, occupant or guest, the owner thereof will be given an opportunity to rectify the problem by measures which fall short of ejection of the animal from the Project. Ejection will be required only if the

Board reasonably determines that less drastic alternatives have been unsuccessful. If such an animal is ejected, it will nonetheless be allowed to remain at the Project for a reasonable period of time while the owner thereof attempts to find a suitable replacement animal, provided that the problem is controlled to a sufficient degree that the continued presence of the animal during that time does not constitute an unreasonable imposition upon, or threat to the safety or health of, other owners, occupants or guests.

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

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

(p) Parking Stalls.

(i) Access to Parking Stalls. Use of, ingress to and egress from the parking stalls within the Project shall be on a 24 hour/seven day a week basis except as may be reasonably necessary or appropriate to repair and maintain the parking stalls, driveways or other portions of the Project.

(ii) Parking. Each owner and his tenants, family members, invitees and guests shall park only in the parking stall(s) assigned to such owner's unit.

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

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

(v) Other Use Prohibited. The parking stalls shall not be used for recreational or storage purposes. Bicycles, tricycles, skateboards and the like shall not be ridden thereon. Recreational equipment, such as basketball hoops, shall not

be placed or stored on the parking stalls. The parking stalls shall be kept free and clear of any and all obstructions.

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

(q) Yard Areas and Project Landscaping.

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

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

(iii) The area and grading around the fence shall be maintained in order to prevent damage to the fence. There shall be no backfilling against or excavation near any fence.

(iv) Each unit owner shall landscape the Yard Area assigned to such owner's unit, which landscaping shall commence within three (3) months after the closing of the purchase of the unit and shall be completed within six (6) months after the closing of the purchase of the unit (unless the Yard Area has already been completely and permanently landscaped). Before commencing any Yard Area landscaping, each owner shall submit to the Board a landscape plan (which shall include, without limitation, a proposed plant list) for the Board's review and written approval, which approval shall not be unreasonably withheld or delayed. No alterations may be made to the landscaping within the Yard Areas without the prior written approval of the Board, which approval may be given or withheld in the Board's sole discretion.

(v) Plants, irrigation lines, spray/bubbler heads, plastic sheets or any material that promotes moisture build-up beneath the surface should not be placed within thirty (30) inches (the "Dry Area") of the buildings. Any spray or bubbler

head shall be adjusted so as not to throw water onto the exterior of the buildings or the Dry Area.

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

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

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

(ix) No trees shall be permitted within the Yard Areas.

(r) Preservation of Drainage Patterns.

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

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

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

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

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

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

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

(s) No smoking of any substance, including, without limitation, electronic cigarettes, is permitted within the common elements (including the limited common elements) of the Project. A restriction on smoking within the interior living area of the units shall require the vote or written consent of units holding at least sixty-seven percent (67%) of the common interests.