

ASSOCIATION OF APARTMENT OWNERS OF KEONEKAI VILLAGES

RULES AND REGULATIONS "House Rules"

Last Revised March 4th, 2024 (V1.7)

A. GENERAL

1. Authority. The Board of Directors ("Board") of the Association of Apartment Owners of Keonekai Villages ("AOAO" or "Association") has the authority to make, amend and repeal rules and regulations ("Rules") from time to time pursuant to Article V, Section 4 of the Bylaws of the Association of Apartment Owners of Keonekai Villages Condominium ("Bylaws"). The full authority and responsibility of enforcing these Rules reside with the Board of Directors ("Board") of the AOAO. The Board may delegate that authority and responsibility to the Managing Agent and the General Manager (collectively, "Management").
2. Scope. All owners, their families, tenants, guests, employees and any other persons using the property on their behalf shall be bound by these Rules and by the standards of reasonable conduct whether covered by these Rules or not. The Board or Managing Agent shall not be responsible for any non-compliance or violation of these Rules by owners, their families, tenants, guests, employees and any other persons using the property on their behalf.
3. Order. The House Rules do not change the obligations contained in the Declaration, Bylaws, Hawaii Revised Statutes ("HRS") Chapter 514B, and Maui County Code, which will prevail in the event of any conflicts between any of those documents and these Rules.
4. Enforcement of Association Documents. The Board shall have such powers and duties as may be necessary or proper for the enforcement, including without limitation, establishment of such penalties and fines as it deems appropriate with respect to enforcement of the provisions of the Declaration, Bylaws and these Rules. The Board of Directors may authorize the Managing Agent or Manager, if any, to impose the aforementioned fines.
5. Liability for Damage. Each owner shall be liable to the AOAO for all costs and expenses, including attorney's fees, incurred by or on behalf of the AOAO to repair, replace or restore any damage to or destruction of the common elements or limited common elements, which damage or destruction contributed to or caused by the owner or anyone on the premises pursuant to the invitation or authority of such owner. Owners shall be responsible for ensuring compliance by their lessees and guests with the House Rules. Owners shall be responsible, including liability for damages and fines, for the conduct of their family, lessees, guests, agents, contractors, employees and invitees.
6. AOAO Disclaimer of Liability. The AOAO, the Board and all agents and employees thereof shall not be liable in any manner whatsoever for loss of or damage to any personal property of or injury to or death of any person on the premises, whether such loss, damage, injury or death occurs in any unit or in the common or limited common elements, unless such loss, damage, injury or death shall have been due to the gross negligence of the AOAO.
7. Fair Housing Act; Non-Discrimination. None of the provisions of the project documents are

intended to be in contravention of the 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 units, limited common elements, and/or to the common elements of the project if the proposed modifications are necessary for their full enjoyment of the project. 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 project documents which would interfere with said handicapped persons' equal opportunity to use and/or enjoyment of their units and/or the common elements.

B. OCCUPANCY AND USE

1. Use of Apartment. The units shall be occupied and used only as private dwellings by the respective owners, their families, tenants or guests and for no other purposes. No apartment shall be rented or used for transient/hotel purposes. No subletting of rooms for short term purposes (less than 180 days) is allowed). The units may not be used for any other purpose and shall be used in accordance with the provisions relating to use set forth in the Declaration, Bylaws, State law and Maui County code.

2. Owners that Rent Their Apartments.

(a) Owners residing outside Maui that rent the unit are required per HRS Chapter 467 and 521 to have an on-island agent, which shall be a Hawaii Licensed Real Estate Broker, a Hawaii Licensed Real Estate Salesperson under the direction of a Real Estate Broker, a Hawaii Licensed Condo Hotel Operator, or a custodian/caretaker who is employed by a single, individual owner ("Agent"). If the owner has a custodian/caretaker as their Agent, they are required to have a hired employee.

(b) Owners residing outside of Maui engaging in any rentals shall submit to the General Manager the following: (a) The Agent's name and contact information including cell number and email; (b) The Agent's Hawaii License number, if not a custodian/caretaker; (c) If using custodian/caretaker, an employment agreement with the Agent showing Agent is employed as a custodian/caretaker by the owner; (d) If using a custodian/caretaker, a signed affidavit from the custodian/caretaker attesting that the custodian/caretaker is employed only by the owner.

(c) An absentee owner shall have an on-island Agent conduct periodic inspections monthly of his/her unit assuming responsibility for the contents of the unit. The Agent shall also be given authority to permit access to the unit as may be necessary for operation of the AOA (e.g., pest control). Owners shall file with Management the name, address and telephone number of their agent if the Owner is outside of Hawaii or if he/she will be absent from the apartment for more than 30 days.

3. Registration. Occupants/tenants in any apartment must register with the Site Manager within ten (10) days of their arrival.

4. Family and Guests. Occupants of the Keonekai Villages shall be always responsible for the conduct of their family and guests and shall ensure that their behavior is neither offensive to any occupant nor damaging to any position of the project. For safety, no recreational activities are permitted in the parking areas, corridors or driveways.

5. Emergencies. If the immediate services of the Police Department, the Fire Department, an ambulance or doctor are required, 911 must be called directly. Any emergency, particularly such emergencies as flood, fire, theft, etc. should also be brought to the attention of Management.
6. Unlawful Entry. No person including the Manager, shall enter or give permission to enter any unit without first obtaining permission from the owner, the owner's agent or occupant, except for making emergency repairs therein necessary to prevent damage to the common elements or to another unit or units. Every attempt and effort shall be made to notify the owner, his agent or occupant regarding such emergencies as soon as possible.
7. Hazardous Materials and Activities. No occupant shall use or permit to be brought into the buildings or common elements anything deemed hazardous to life, limb or property, such as gasoline, kerosene, naphthalene or other combustibles of like nature, nor any gunpowder, fireworks or other explosives. No activity shall be engaged in, and no substance introduced into or manufactured within the project, which may result in a violation of the law or in the cancellation of insurance or increase the insurance rates on the project.
8. Noise. Excessive noise from units may endanger health, welfare or safety or unreasonably interfere with the comfortable enjoyment of life and property. All persons using and/or occupying the property shall exercise reasonable care to avoid making or permitting to be made loud, disturbing or objectionable noises, including but not limited to in using, playing or permitting to be used or played musical instruments, radios, stereos, televisions, amplifiers and any other instruments or devices in such manner as may unreasonably disturb others on property. The noise level emanating from any unit shall not exceed 50 decibels between the "quiet hours" of 10:00 p.m. to 8:00 a.m. At all other hours, the noise level emanating from any unit shall not exceed 65 decibels.
9. Smoking/Vaping. Smoking and vaping are prohibited on all common elements and limited common elements of the Premises and within 20 feet of any building entrance or lanai. "Smoking" means inhaling, exhaling, burning, or carrying any lighted or heated tobacco product or plant product, except medical marijuana, intended for inhalation in any manner or in any form, including the use of an electronic smoking device, including but not limited to an electronic cigarette, electronic cigar, electronic cigarillo, vape, electronic pipe, hookah pipe, or hookah pen, and any cartridge or other component of the device or related product, whether or not sold separately. Smoking violations of any sort will be handled under the Rules Enforcement Policy and Fine schedule.
10. Trespassing/Solicitation. No trespassing or soliciting is permitted on property. Solicitation for proxies is permitted under HRS Chapter 514B and subject to reasonable rules adopted by the Board.
11. Use of Association Employees. No owner/occupant of the project shall hire any employee to perform work or request an AOA employee to assist in matters of a personal nature.
12. Weapons. No weapons, licensed or unlicensed, are allowed at any AOA meeting or event.
13. No harassment. Verbal or physical confrontation or harassment of any kind of another person in or on the common elements and/or destruction or damage to the Project is prohibited.

C. COMMON ELEMENTS

1. Obstruction of Ingress and Egress. To protect pedestrians and avoid accidents, the sidewalks, stairways, driveways and passageways shall not be obstructed or used for purposes other than ingress or egress. Except as otherwise expressly allowed, personal property shall not be left, parked or allowed to stand in any part of the common elements so as to interfere with ingress or egress. Items left in violation of this Section will be deemed abandoned and removed at the risk and expense of the owner pursuant to the Condominium Property Act.

Personal property is not permitted under open stairways, except a maximum of two (2) bicycles may be parked on one side of the entranceway to an apartment if there is a minimum of eighteen (18) inch of unobstructed passageway reserved for ingress and egress. Upstairs apartments may keep a maximum of two (2) bicycles under the stairs. All bicycles must be in working order.

Bicycles, skateboards, mopeds, motorcycles and similar vehicles shall not be operated on walkways or sidewalks or within the parking areas except for ingress and egress through the parking area and roadways for the safety of pedestrians.

2. Protection of Common Elements. Furniture, furnishings and equipment, if any, of the common elements have been provided for the safety, comfort and convenience of all residents and guests and, therefore, shall not be altered, extended or removed or transferred to other areas without permission from Management

3. Fireworks. Fireworks of any type are prohibited at Keonekai Villages.

4. Trash Disposal. Littering on property is not permitted. Garbage, rubbish and other trash shall be disposed of only in receptacles and shall be placed only in areas provided therefor. Trash shall be securely wrapped and placed in bags before being placed in a receptacle. Highly combustible substances, such as paint, petroleum products and the like shall not be placed in the trash bins or placed in any drain or sewer facility or otherwise disposed of on the premises. Recycling is encouraged. All cardboard shall be broken down and placed inside the dumpster. No items are to be left or discarded next to dumpsters. Bed frames, mattresses, appliances, carpet rolls, lighting fixtures, Christmas trees, car batteries, paints, used motor oil or any flammable materials, furniture and large cartons shall not be disposed in the rubbish receptacles or anywhere near the receptacles. The owner is responsible for the arrangements to have these items removed or hauled away.

5. Drones.

(a) Out of safety and privacy concerns for owners, occupants and the property, the AOA prohibits the operation or use of unmanned aerial systems (UAS), or drones, by the general public - including recreational users and hobbyists - without the prior written authorization from the Management. This prohibition includes drones used for filming or videotaping, as well as any drone use by media or journalists operating above or within the property. This prohibition on drone operations or use extends to any drones launched or operated from the property, as well as drones launched from anywhere outside of the Keonekai Villages boundaries. Questions shall be submitted to Management.

(b) Any operation of drones shall be subject to law, rules and regulations of the Federal Aviation Administration (FAA), State, County and AOA governing documents, which may include certification, training, insurance coverage, indemnification requirements and waivers of liability.

(c) Any violation of this Section may involve confiscation of any drone equipment and may subject violators and their agents to any damages, including, but not limited to, damages for violations of privacy and/or physical or personal injuries or property damage, as well as regulatory fines and legal fees.

6. Signs. No sign or advertising material of any kind may be posted anywhere on the common elements, yards, lanais, or anywhere visible from outside the apartment, including windows and doorways of the apartment. However, as many as three (3) "Open House" signs may be posted on the property during an open house provided they are in good condition and do not obstruct ingress or egress. Open House signs are not allowed on the asphalt in any area - they must be placed outside of walkways and driveways (including parking spaces).

7. Garage sales. Garage, yard, or moving sales are not permitted anywhere on property.

8. Illegal Activity and Alcohol. No illegal drug usage will be permitted anywhere on the property. Alcoholic beverages may be consumed by those of legal age in the barbeque areas only, and not in any of the other common areas including the parking lots.

9. Feral Animals. Birdfeeders (or feeding of any feral animals of any kind) are not permitted on common or limited common elements.

10. Barbecues. No barbecues or hibachis (gas or charcoal) are to be used inside any apartment or on upstairs lanais or stairways. Downstairs barbecues and hibachis (gas or charcoal) may not be used within ten (10) feet of any building. There are 5 charcoal barbecue areas on the property available on a first-come basis. For safety purposes, no person shall run or engage any recreational activities within twenty (20) feet of the barbecue areas in the common elements.

11. Surveillance Cameras. The AOA may install surveillance cameras around the property to promote the safety and well-being of all occupants. The cameras will be placed to monitor the common elements and will not record or view into owners' units. Owners shall not install any cameras on the common elements without prior written Board approval and no owner shall install any camera that records or views into another owner's unit or limited common element. The location of the device shall be first approved by the Board, and any directly affected owners of units, as determined by the Board, shall agree prior to any installation of a camera by an owner.

D. EXTERIOR APPEARANCE AND LOWER APARTMENT YARD AREAS

1. Additions to Exteriors of Apartments. No garments, laundry, rugs, or radio or television antennae shall be attached to or hung from the exterior of the buildings or lanais or protrude through the walls, windows or roof of the buildings, except in conformance with the Over-The-Air Reception Devices rule of the Federal Communications Commission (47 CFR. Part 1, Subpart S. § 1.4000 et seq.), as amended, governing installations or with prior written Board approval.

2. Window Coverings. All window coverings shall be in good condition of a solid, light color and no stripes, plaids shall be permitted. No sheets or towels are allowed on windows.

3. Lanais.

(a) Lanais may be furnished with lanai furniture and not indoor furniture.

(b) Garments, rugs, mops, towels or other objects shall not be dusted or shaken or allowed to hang from windows, lanais, railings, stairways or fire escape areas of the building or cleaned by beating or sweeping on the lanais or any exterior part of the buildings. The watering of plants and the mopping of lanais shall be accomplished in such a manner as not to create a nuisance to persons residing in adjacent or lower units or to persons on the grounds of the premises. Dust, rubbish or litter shall not be swept or thrown from any unit or any other room of the buildings into any entryway or other parts of the premises. Nothing shall be thrown or emptied by occupants or their guests out of windows, doors or off lanais into any part of the building or premises.

(d) Light bulbs on lanais shall be white, except from December 1 through January 14 during the holiday season. Holiday lights may be hung on lanais from December 1 through January 14, and shall not be operated between the hours of 10 pm to 7 am.

4. Foliage. The apartment owner is responsible for all foliage within their yard and any damage caused by the foliage. Foliage must not cause damage to any common or limited common elements including but not limited to fences, walls, sidewalks roofs, etc. and owners will be fully responsible for all costs for all damages caused by foliage in an owner's yard.

5. Hedges and Trees. Hedges shall not exceed a maximum height limit of eight (8) feet. Trees shall be kept trimmed to within an apartment's yard. All trees and hedges must be kept well-trimmed and maintained and free from harmful insects. Trees rubbing buildings or roof lines shall be trimmed back and maintained so there is at least 18 inches of clearance between them and any building components.

Only two (2) trees may be planted in the ground per two hundred square feet of yard space. Palm trees (except for coconut palms) are exempt from this rule. No invasive species are permitted. No large trees such as mango, avocado, lemon, or ficus, etc. are permitted. Low-growing variety banana trees are permitted. For any other trees not identified in these Rules, the owner shall obtain prior written approval of the Manager. The owner will be responsible for any damage caused by such trees.

If a written complaint about the trees is received from an upstairs or adjacent neighbor, the trees must be trimmed to ten (10) feet in height. Trees shall not hang over into the common areas or adjoining yards.

6. Vines. Vine plants will be allowed only on lattices. Lattices must be approved by the Board. Vines must not grow onto adjoining areas such as fences, posts, and railings, etc.

7. Grass. Grass (if any) must be neatly trimmed, and all areas of the landscaping kept orderly.

E. APARTMENTS

1. Maintenance of Apartments. Owners shall promptly perform all repairs, maintenance and alteration work within their unit, the omission of which would adversely affect any common element or any other unit, and shall be responsible for loss and damage caused by his or her failure to do so. Owners should have their critical items (i.e. plumbing, electrical, etc.) inspected on an annual basis to ensure all pipes, connections, etc. are in good condition. Any defects found to exist shall be immediately addressed.

2. Waterbeds. No waterbed is permitted in any unit.

3. Additions, Alterations, Improvements.

(a) Nothing shall be allowed, done or kept in any unit or common or limited common elements which would overload or impair the floors, walls or roofs thereof, or cause any increase in the ordinary premium rates or the cancellation or invalidation of any insurance thereon maintained by or for the AOAO. No removal or cutting into any load bearing wall, or cutting into the attic space, will be permitted without prior written approval of the Board.

(b) Prior to any alterations or additions, owners shall first obtain prior written approval. An Alteration Application, along with architectural and project drawings and any other requirements of the Board, shall be submitted by the owner to the Managing Agent and shall receive written Board approval prior to commencement of any work. The owner and owner's General Contractor are responsible to review and sign the Work Rules, provided by Management prior to commencement of work.

(c) Working hours are from 8:00 a.m. to 5:00 p.m. on weekdays, 9:00 a.m. to 5:00 p.m. on weekends. Work is not allowed on Sundays or State/Federal Holidays.

(d) No work of any type that will generate loud noise (e.g., but not limited to, remodeling, carpet cleaning) shall be performed except on such days and during such hours as the Board may prescribe from time to time unless there is an emergency threatening person or property. All persons planning work of any type that will generate loud noise shall obtain a copy of the most current rules for such work from Management before commencing such work.

(e) Any installations, repairs, improvements, removals, replacements, alterations, and/or additions exceeding the cost of \$1,500 shall only be performed by a Hawaii licensed contractor. Further, the contractor shall sign our Contractor agreement and provide their proof of insurance to our General Manager. Electrical and plumbing work, no matter the size, shall be performed in accordance with HRS Chapter 448E requirements and National Electric Code (NEC) standards.

(f) Owners shall obtain Maui County permits, SMA permits and any State permits when required by the County or State. Owner shall perform its own due diligence with its contractor to determine whether permits are required.

4. Construction Debris. It is prohibited to throw construction debris generated in and outside of the Keonekai Villages complex into the refuse bin. Only household trash no larger than a 33-gallon bag is acceptable. Owners are responsible for immediate daily clean-up of any common area involved in their construction activity. No disposal/clean-up of paint or other toxic construction material is allowed in the drainage ditch.

5. Dryer Vents. Dryer vents must be cleaned, at a minimum, every 2 years by a professional cleaning company. In order to minimize costs and to ensure this is completed in a timely fashion, the Association may arrange this cleaning on the owners' behalf and bill them directly. If an owner has had their dryer vent professionally cleaned between the Association's scheduled cleanings and can provide a receipt to verify, their unit will be skipped and they will not be charged.

6. Screens. Every apartment shall always be kept clean and sanitary, including the cleaning of the windows and screens. Screens shall be kept free of holes and frames must be kept in working order. Bent and broken frames must be replaced.

7. Security Doors. Security doors must be kept in good working order and free of excessive rust. Doors must be painted only white in color. Standard screen doors are permitted instead of security doors and the frames shall be either white or light grey.

8. Fixtures. Toilets, sinks, and other waste apparatus in an apartment shall only be used for their designed purpose. Damage resulting from dumping any items, such as sweepings, rubbish, rags, etc., into toilets and sinks shall be assessed to the owner.

9. Air conditioners.

(a) Apartments are designed for one (1) wall air conditioner only. Additional air conditioning options are available from the Site Manager but shall require prior written approval of the Board.

(b) Use of common elements for placement of condensers, line sets, electrical conduit, or condensation drain lines shall first be approved in writing by the Board prior to installation.

F. VEHICLES / PARKING

1. Vehicles. For purposes of this Section, the term "vehicle" shall mean automobiles, trucks, motorcycles, motorbikes/mopeds and other motorized transportation devices.

2. Parking. All vehicles shall be parked in a manner that does not impede traffic, create a hazard or impair the use of adjacent stalls. Vehicles must be completely parked inside of marked stalls. The Board may designate stalls for use as disabled parking on the property.

3. Owner Deeded/Assigned Parking Stall. Each owner has deeded and designated stalls that is a limited common element appurtenant to the owner's unit. Owners shall park in the deeded stalls assigned to the owner's unit. Mutually consenting owners may exchange deeded spaces temporarily via a written agreement that is filed with the office. To transfer or exchange parking stalls permanently, owners shall record a Declaration amendment in compliance with HRS Chapter 514B. Any transfer or exchange of parking stalls shall be communicated to management in writing.

4. Washing. Vehicles may only be washed in the designated car wash area. The car wash is for RESIDENTS ONLY.

5. Operating Condition. Only vehicles that are licensed, registered, inspected and in operating condition are permitted. Inoperable and abandoned vehicles will be cited and subject to towing at the owner's expense.

6. Storage. A parking stall is to be used only for parking a single, authorized motor vehicle and not for storage of personal property.

7. Repairs. No repairs shall be performed on a vehicle in the common areas except in an emergency. No major repairs or maintenance shall be performed on a vehicle in a parking stall. Permitted minor work includes changing a flat tire, detailing/cleaning, topping up vehicle fluids, and the like. Engine, transmission and brake repairs are not permitted. Changing engine oil, or transmission/radiator/brake fluids is not permitted. Any spillage or debris resulting from permitted work must be removed.

8. Prohibited Parking. No resident's or guest's vehicles are ever permitted to be parked in the RED No Parking zones or in front of the dumpster areas. Such cars will be towed at the owner's expense. Employees of the AOA may park along the RED No Parking zone during works hours.

9. Stall Maintenance. Owners shall maintain their assigned parking stalls in a clean condition, free from accumulation of oil, debris, trash, or personal items.

10. Violations. Violators of parking rules or posted signs regulating parking may be ticketed and/or the vehicle may be towed at the expense of the unit owner. If the violator is a lessee, tenant or guest of an owner, the owner may be responsible for payment of towing charges.

11. Boats, Trailers. Boats and trailers cannot be parked anywhere on the property, including owners parking stalls.

12. Speed limit. The maximum speed limit on the property is ten (10) miles per hour.

13. Noise. No racing of motors that disturbs the peace shall be permitted. All internal combustion and hybrid vehicles shall be equipped with standard mufflers that do not increase exhaust noise above that of the muffler originally installed by the manufacturer.

14. Guest parking. Guest parking is for guests only. Owners/tenants who park in guest parking will receive a warning, after which they will be subject to fines and/or towing at owners' expense. Guests staying more than one (1) week who use guest parking daily must obtain a guest parking pass from the Site Manager and display the pass on the dashboard of their vehicle.

15. Bicycles. Bicycles in working order may be chained to the parking structure adjacent to the owner's stall but may not encroach into a neighboring stall. A complaint lodged by the neighboring stall user will require the immediate removal of the offending bicycle(s). A bike rack for an owner's personal use may be placed in the inner stall located closest to the sidewalk for storing bikes only.

G. ANIMALS

1. Pets. No livestock, poultry, rabbits or other animals whatsoever shall be allowed or kept in any part of the Project except that dogs, cats or other conventional household pets in reasonable number may be kept by an owner or occupant in the apartment but shall not be kept, bred or used therein for any commercial purposes 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 Project shall be permanently removed therefrom promptly upon notice given by the Board.

2. Assistance Animals. Notwithstanding any provision to the contrary contained herein, service, comfort, emotional support, and/or assistance animals are permitted in compliance with fair housing law, including HRS Chapter 515, Hawaii Administrative Rules ("HAR") Section 12-46- 306, and the federal Fair Housing Act, which require that individuals with disabilities be provided reasonable accommodations which may be necessary for the equal enjoyment and use of their housing. The Assistance Animal Policy shall be obtained from Management.

H. ENFORCEMENT

1. Observation of Rules. Each owner shall be responsible to observe and perform HRS Chapter 514B, the Declaration, Bylaws, these House Rules and policies of the Board ("Governing

Documents”) ensure that his/her/their family, lessees, invitees, guests, and agents observe and perform the Governing Documents. The owner shall be responsible if expenses are incurred due to violations of these Rules by lessees or guests.

2. Enforcement Actions. With respect to any violation of the Governing Documents, in addition to fines, the AOA may proceed with all actions and remedies available to it under the law and governing documents, including but not limited to the following:

(a) The AOA may send a cease-and-desist letter to the individual in violation.

(b) The AOA may contact the owner of the unit who shall be directed to make a reasonable effort to cause the violator to cease and desist from the activity creating the disturbance;

(c) The AOA may levy fines against the owner and/or lessee in accordance with these Rules and HRS § 514B-104;

(d) The AOA may, as authorized agent of the owner, commence an eviction proceeding against the violator pursuant to HRS § 514B-104;

(e) Enter the unit and/or limited common element and take any action to summarily abate and remove, at the expense of the owner, any structure, thing or condition that exists in violation of House Rules. In such case, the Board and the Management will not be deemed guilty in any manner of trespass; and

(f) Charge all fees and costs to the owner. Any legal fees or other professional consulting fees (e.g., structural engineering review) incurred by the AOA in enforcing House Rules will be the responsibility of the owner.

3. Notices of Violation and Fine Schedule. The violation of any of the Governing Documents shall give the Board of Directors and the Managing Agent or their agents the right to impose fines. A written statement of the violation will be provided to the owner with the amount of the fine. The notice of violation and fine schedule is as follows for violations:

(a) In the event of a violation, a written warning notice is issued to the owner. The owner shall be provided five (5) calendar days from the mailing date of the Notice to fully correct the violation, unless more or less time is allowed by the Board, depending on exigent circumstances.

(b) If there is no satisfactory compliance within five (5) calendar days of the mailing date of the first notice, a second written notice is issued to the owner with a fine of One Hundred Dollars (\$100.00) assessed against the owner’s unit.

(c) If there is no satisfactory compliance within five (5) calendar days of the mailing date of the second notice, a third written notice is issued to the owner with a fine of Two Hundred and Fifty Dollars (\$250.00) assessed against the owner’s unit.

(d) In the case of a continuing or persistent violation, or repeated violation of the same nature, each day the violation continues after the third written notice of the violation, Five Hundred Dollars (\$500.00) a day up to a maximum of Five Thousand Dollars (\$5,000.00) may be assessed until the violation is corrected or damage is paid.

(e) If the violation is periodic where the violation is temporarily abated but then recurs regularly, the AOA may treat each new violation as a separate fine or it may treat it as a continuing offense.

(f) For violations involving any property damage, disturbing the peace, threat to safety of persons, harassment, and/or illegal conduct, including but not limited to trespassing, using hazardous materials, dumping non-permitted items at the dumpster, smoking in non-smoking areas, the Board may impose a fine of up to \$1,000 assessed to the owner's unit with prior written warning. The Association may also file a complaint with the police.

4. Payment. Unless appealed as permitted below, a fine shall be paid by the owner to the AOAO within 30 days of the date of assessment of the fine. If the owner fails to pay or properly appeal a fine within 30 days after assessment, the fine shall be deemed a common expense chargeable against the owner's unit. The owner shall also be assessed late fees and/or interest for each month the fine remains unpaid, unless the Board votes to suspend or cancel the fine, or waive some or all late fees.

5. Due Process; Appeal. Fines may be appealed by owners and lessees as follows:

(a) An owner who receives a fine, on written request, may contest the fine at the next regularly scheduled meeting of the Board of Directors. The request for a hearing must be received by the Managing Agent within fifteen (15) days of the date of the mailing of the notice of violation and fine. If no request is received by the Association within 15 days, then the Board may dispense with the hearing.

(b) Delivery of notice of intent to contest the fine shall temporarily suspend the obligation of the affected owner to pay the amount of the fine, but delivery of the notice shall not suspend accrual of the daily fine, late fees, and attorney's fees in the event the Board of Directors sustains the fine in whole or in part.

(c) At the hearing, the owner shall have the right to be represented by legal counsel and to have a reasonable amount of time to produce any statement, evidence, and witnesses on his or her behalf. The Association may have its legal counsel present at the hearing. The Board may ask questions at the hearing. If the appellant is a lessee, the owner or the owner's agent shall be required to be present at all meetings and hearings.

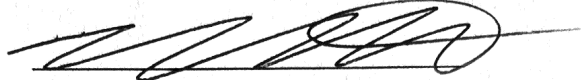
(d) The hearing shall be held in executive session. The Association is not required to provide such notice and opportunity to be heard for recurring or continuing violations unless no fewer than three (3) months have passed from the time of the previous violation.

(e) Once a hearing has occurred, the owner will be notified in writing of the determination of the Board as to the violation.

(f) Nothing herein shall affect the right of an owner to request mediation and/or arbitration of any disputed assessment of common expenses so long as the owner first pays the full amount of the assessment in dispute and otherwise fulfills the requirements of HRS § 514B-146. The owner may pursue mediation and/or arbitration as provided for in HRS § 514B-146. All House Rules violation notices and fines may be appealed in writing or in person at the Board of Directors meeting immediately following issuance of a fine. Fines issued within 21 days of the next Board meeting may be appealed at the following Board meeting also.

CERTIFICATE

I, hereby certify that the foregoing is a true copy of the House Rules duly adopted at a meeting of the Board of Directors of the Association of Apartment Owners of Keonekai Villages duly held on March 6, 2024 and duly entered in the book of minutes of the Association, and that these House Rules are in full force and effect as of March 7, 2024.



Signature

Mateo Manzari

Printed Name

President

Association of Apartment Owners of Keonekai Villages