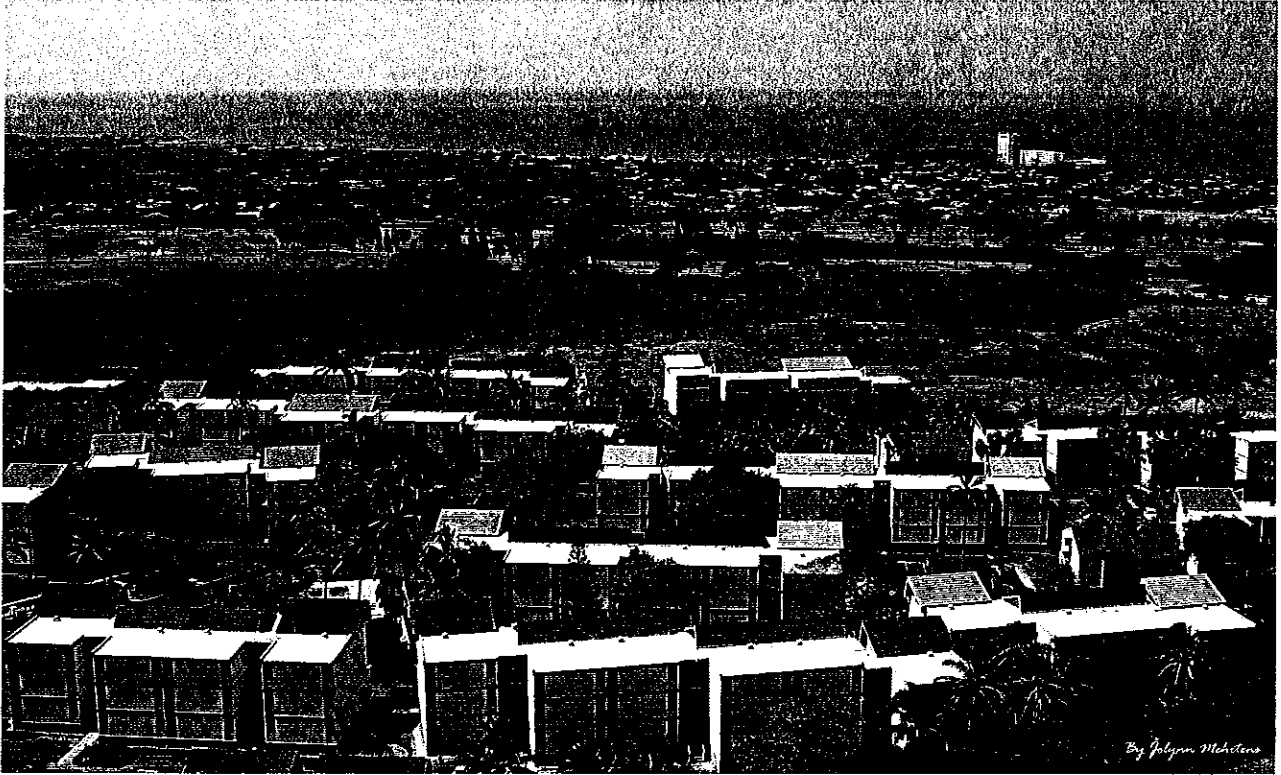


# Makaha Valley Plantation



## House Rules

Adopted by the Board of Directors  
Effective October 1, 2010

**MAKAHA VALLEY PLANTATION  
ASSOCIATION OF APARTMENT OWNERS  
HOUSE RULES**  
(Effective October 1, 2010)

The purpose of these House Rules is to help protect residents of Makaha Valley Plantation from annoyance and nuisance caused by the improper use of the facilities. These House Rules may be amended as provided in the Bylaws of the Makaha Valley Plantation Association of Apartment Owners (the "Association"). By virtue of taking occupancy all residents agree to comply with all Makaha Valley Plantation rules.

**AUTHORITY**

The full authority and responsibility of enforcing these rules reside with the Board of Directors of the Association (the 'Board'). The Board may delegate said authority and responsibility to a Managing Agent, and/or General Manager as they deem fit. All apartment Owners, Tenants, Guests, and Business Invitees shall be bound by these rules and reasonable and civil standards of conduct whether specifically covered by these House Rules or not.

These House Rules are meant as a framework and to encourage "Responsible Living" within a privately owned gated community. Management and Security shall use good judgment and discretion in dealing with individuals who violate these rules

Compliance with these House Rules is required by Chapter 514B, Hawaii Revised Statutes, as well as by the Association's Declaration of Condominium Property Regime and Bylaws.

Makaha Valley Plantation Disclaimer of Liability: All persons using the premises do so at their own risk and must at all times use caution in so doing. The Association, its Officers, Directors, Agents, and Employees shall not be liable in any manner whatsoever for loss of, or damages to any personal property or injury to, or death of, any person whether such loss, damage, injury, or death occurs in an apartment or in the Common or Limited Common Elements.

Amendment: These House Rules may be amended by the Board of Directors, subject to the provisions contained in the Bylaws and Declaration.

Conflicts: If any provisions of these House Rules conflicts with the terms of the Bylaws or Declaration, the terms of the Bylaws or Declaration shall prevail, further this revision supersedes all previous Rules publications, except as modified by a Resolution of the Board of Directors.

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### A. ABBREVIATIONS and DEFINITIONS

BOD - Board of Directors  
MA - Managing Agent  
MVP - Makaha Valley Plantation  
GM - General Manager  
HR - House Rule(s)  
TRO - Temporary Restraining Order

<b>Agent:</b>	Any real estate broker, corporation, firm or individual empowered to act on behalf of any Owner or the Association
<b>Association:</b>	The Association of Apartment Owners of Makaha Valley Plantation.
<b>Board:</b>	The Board of Directors of Makaha Valley Plantation.
<b>Business Invitee:</b>	Any person or business entity entering Makaha Valley Plantation at the invitation of an Owner or Occupant in order to perform a commercial service for that Owner or Occupant.
<b>Bylaws:</b>	The Bylaws of the Association, with all amendments thereto.
<b>Common Areas:</b>	All land areas, entrances and exits of the property or buildings, yards, gardens, recreational facilities, parking areas, wash houses, service areas, all other parts of the property necessary or convenient to its existence, maintenance and safety.
<b>Common Elements:</b>	Essentially, all parts of MVP that serve more than one apartment and all facilities that are normally in common use.
<b>Declaration:</b>	The Declaration of Horizontal Property Regime for Makaha Valley Plantation, with all amendments thereto.
<b>General Manager:</b>	The Association employee retained to oversee the day-to-day affairs of the Association.
<b>Governing Documents:</b>	Collectively, the Declaration, Bylaws and House Rules of Makaha Valley Plantation, with all amendments thereto.
<b>Guest:</b>	A person who resides elsewhere and visits Makaha Valley Plantation at the invitation of an Occupant. This includes non-resident Owners who may visit Occupants and all non-resident family members of Occupants.
<b>Key:</b>	Core key, which is a magnetic metal-tag device used for entry to amenities; electronic fob or swipe card used for access to property and/or amenities.
<b>Limited Common Areas:</b>	Common elements that are specifically designated for the exclusive use of an apartment such as a parking stall or mailbox area.
<b>Management:</b>	Collectively, the Board, Managing Agent and General Manager
<b>Managing Agent:</b>	An independent agent engaged by the Board to manage the affairs of the Association.
<b>Occupant:</b>	One who resides in an apartment at MVP, including Tenants, Owners and their co-habitant family/residential members.

<b>Owner:</b>	The owner or owners of record of an apartment.
<b>Pets:</b>	Domestic animals such as dogs, cats, birds, and fish are allowed on Makaha Valley Plantation. No other animal qualifies as a legal pet. (See H.4.c.)
<b>Service Animal</b>	The ADA defines a service animal as any guide dog, signal dog, or other animal individually trained to provide assistance to an individual with a disability.
<b>Sponsor:</b>	A person who assumes responsibility for some other person or thing
<b>Temporary Restraining Order</b>	An order of protection ordered by either Family Court or District Court.
<b>Tenant:</b>	One who occupies an apartment by way of a lease or rental agreement.
<b>Vehicle:</b>	Any motorized device such as but not limited to automobiles, trucks, vans, buses, motorcycles, sport-utility vehicles, motorbikes, mopeds, mopeds, golf or utility carts, low-speed vehicles, and all other motorized transportation devices of any description except motorized wheelchairs or similar devices used by those physically challenged persons.

## **B. DAMAGES AND FINES**

1. The Board has the authority to take action regarding all violations of the Governing Documents and damage to the common elements or common areas. (All such violations and damage should be reported promptly to the General Manager at 695-9566, or Security as published.)
2. Damage to common elements shall be surveyed by Management and, if the circumstances merit, the cost of repair or replacement and all fees incurred will be assessed against the responsible Owner. Owners shall be held responsible for the conduct of their Tenants, Occupants, Guests, and Business Invitees.
3. Damage to common areas and to other apartments as a result of faulty plumbing, fixtures, etc., within an apartment shall be the responsibility of the responsible apartment Owner.
4. If any person violates these rules, the Association may;
  - a. Enter an apartment and/or limited common element under emergency conditions, which may involve flooding, fire and/or personal injury, and summarily abate and remove, at the expense of the default Owner, any structure, thing or condition that may exist therein contrary to the intent and purpose of the provisions hereof. The Association shall not thereby be deemed guilty in any manner of trespass therefore; or

- b. Enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any such breach, with all costs thereof, including attorney's fees, to be borne by the defaulting Owner.
5. Interpretation by the Association and enforcement of these House Rules and the other Governing Documents shall be determined at the time of occurrence by Management and in accordance with the House Rules. Decisions of the Association and/or Management shall be respected. Any conflicts may be appealed, in writing by the Homeowner or Authorized Agent, within two weeks of the notice to the Board. Persons violating the Governing Documents or other rules promulgated from time to time by the Association, and appended hereto, may be subject to the following:
  - a. Denial of use of recreation areas or other privileges.
  - b. Denial of vehicle registration or vehicle entry permits.
  - c. Monetary fines in dollar amounts with fines and citations to be made at the discretion of the Board in accordance with the severity of the offense. Fines not paid within thirty (30) days of original issuance may be assessed to the Homeowner's maintenance fee. Levied (uncollected) fines may be removed at the discretion of the Board.
  - d. Eviction or other legal proceedings as determined by the Board.
6. Pursuant to the Bylaws, monetary fines will be assessed by Management against the responsible Owner for infractions by Owners or their Tenants, Occupants, Guests or Business Invitees as set forth below.
7. Written Warning

While warnings may be given, there is no requirement that one be given for any violation before a fine or penalty is imposed. Unless otherwise stated, all fines start at fifty dollars (\$50.00).

Any person who violates any of the following House Rules for a second time will be fined double the amount – \$50.00 (\$100.00, etc.) – for the second violation and double for any violation thereafter. For the purpose of this rule, failure to correct the violation within fourteen (14) days will be deemed a second violation.

## **C.1 OCCUPANCY**

1. All persons entering upon the premises of MVP shall register with Management during office hours or Security Office except as defined below.
  - a. All new Occupants are required to register within the first week of occupancy, including vehicle registration and the registration of all pets, if permitted (see paragraph H.3d), with Management during office hours. This includes an orientation of rules and privileges

- b. The number of persons residing in an apartment is limited to no more than five (5) persons in a two (2)-bedroom apartment or seven (7) persons living in a three (3)-bedroom apartment, provided, however, that the Board may allow exceptions to the above-referenced restrictions in order to comply with the Federal and State Fair Housing Acts.
2. No one shall loiter or play on the stairs, landings, walkways, streets, or laundry rooms. Curfews for minors are determined by local ordinance. (Sixteen (16) years of age and under is 10:00 PM.)
3. Owners shall be responsible for the conduct of their Tenants, Occupants or Guests and shall deliver to Occupants and Tenants a copy of the House Rules (in lieu of Governing Documents). If such person fails to observe all of the provisions of the Declaration and Bylaws of the Association and these House Rules, the Owner shall, if requested by the Board, immediately remove the Tenant, Occupant or Guest from the premises without compensation from the Association, or Agents for lost rentals or any other damage resulting there from. Should the Board assign a fine to any Occupant for non-compliance with any of the Association's governing documents, including these rules, the fine will be levied/charged to the Owner of the unit.
4. An Owner whose residence is outside O`ahu, or who is off-Island for more than thirty (30) consecutive days, shall designate a local representative, who need not be a licensed rental agent, to represent their interests. The Association shall not act as Agent for this provision.
5. All off island Owners shall notify the General Manager, in writing, confirming the authorized person(s) assigned to handle the affairs of the apartment, along with email addresses and telephone numbers to be used in case of any emergency. An Owner's Update Form is available for this purpose at the General Manager's office and on MVP's website at [MakahaValleyPlantation.org](http://MakahaValleyPlantation.org). Failure to file this information with MVP Office within forty-five (45) days will result in a One Hundred (\$100.00)-dollar fine.
6. Neither Management nor Security shall receive, hold or distribute apartment keys.
7. Tenancy:
  - a. Owner/Agent shall thoroughly screen prospective Tenants PRIOR to registering a Tenant with the General Manager.
  - b. Owner/Agent shall call the General Manager at Makaha Valley Plantation at 695-9566 for an appointment to register the Tenant(s) with the General Manager.
  - c. It is the Owner/Agent's responsibility to issue the following items to the prospective Tenant:
    - 1) House Rules: Additional copies of the House Rules may be purchased for three (\$3.00) dollars a set from the Management Office. (House Rules are also available to view and/or print online at [MakahaValleyPlantation.org](http://MakahaValleyPlantation.org) web site).
    - 2) Residency Authorization: This form is available at the General Manager's Office at no charge.

- 3) Lease/Rental Agreement: An Association Lease (rental agreement) Form shall be given to the General Manager, for record purposes, prior to occupancy. A fifty (50)-cent fee is charged for reproduction costs if the Office makes a copy. Upon registering with the General Manager, the Owner/Agent shall ensure that the prospective Tenants are provided all Documents aforementioned. This includes vehicle documents, current registration, safety inspection and Hawaii No-Fault Insurance card, which are all required to obtain the MVP Decal.
  
- e. Tenants evicted from any unit of the MVP upon demand made by the Board for violations of the Governing Documents shall not be allowed to rent another unit in MVP. Any Owner who knowingly rents a unit to such a former tenant may be assessed a One-Thousand (\$1,000.00) Dollar fine.
  - 1) Anyone knowingly violating a TRO or No Trespass Order shall be fined \$250.
  - f. Owners who fail to immediately begin the eviction process of persons previously convicted of manufacturing, growing, possession, distribution, use, solicitation, or sale of illegal or drugs or non-prescription drugs will be fined.
  
8. Dates and times of impending deliveries or moves consisting of a volume greater than one hundred (100) pounds, shall be arranged with the MVP Office.
  
9. The Association, at the expense of the responsible Owner, shall repair any damage to the Common Elements caused by the moving of furniture or other personal effects in or out of the premises.
  
10. MOVING IN/OUT PROCEDURES: Moving is allowed between the hours of 8:00AM to 7:00PM. Monday through Friday and 10:00AM to 4:00PM. Saturday and Sunday, except for extenuating occasions and with permission of the Office.
  - Owners/Agents shall notify the Management office to:
    - a. Clear unpaid Fines incurred by Tenants.
    - b. Surrender MVP Decal(s).
    - c. Inspect parking stalls to check for cleanliness and for abandoned belongings.
  
11. All apartments of MVP shall be used for residential purposes only.

## **C.2. VISITORS/GUESTS/BUSINESS INVITEES**

1. Residents having guest(s), for a two-(2) day period or greater duration shall complete & sign an Entry Authorization Form available at the Management Office, and Tenants should also notify the Owner/Agent of the unit.
  
2. Visitor Vehicle Pass: Prior to the issuance of a Visitor Vehicle Pass to any Guest, Management shall receive clearance either by phone or in person at the Entry Gate from the Occupant to be visited. If such clearance is not obtained, Management will deny entry.
  - a. Visitors Parking Permit (Day Pass) shall be allowed between the hours of 5AM to 12AM (Midnight) of date issued.



- b. Next Business Day Pass (NBD) shall be issued by Security to vacationers with rental vehicles or who have not had an opportunity to register their vehicle with the Office because it was closed upon their arrival. The NBD pass is valid from the date of arrival until the next business day that the Management Office is open; and only for the Parking Space assigned to a Unit or to a Temporary Visitor Stall, until another is assigned by the Management Office.
3. Visitor over-night parking shall be allowed between the hours of Midnight (12:00AM) and 5:00AM, with properly issued Parking Pass that has been issued by Security Office and proper authorization. Passes shall be returned no later than 8AM the following day.
4. Vehicles parked in Visitor Parking Stalls without the required Parking Pass shall be fined Fifty (50.00) Dollars per day.

#### **D. COMMON AREAS, ENTRANCES, LANAI, WINDOWS AND WATERBEDS**

1. No apartment Owner, Occupant or Guest shall place, store or maintain in the halls, lobbies, stairways, landings, walkways, grounds or other Common Elements of Makaha Valley Plantation any furniture, plants, packages, or objects of any kind, nor obstruct transit through such Common Elements in any manner whatsoever. The only exception to this Rule may be a single doormat of modest size and neutral color. The doormat must lie flat in front of the Unit entrance and be kept in good repair.
2. Except as may be expressly permitted in the Declaration or Bylaws, as amended, no apartment Owner or Occupant shall decorate or landscape any entrance, hallway, or planting area, except in accordance with specific plans approved in writing by the Board. Seasonal decorations may be installed on doors, windows and lanai.
3. No personal items, including but not limited to clothes, towels, bathing apparel, toys, brooms, mops, cartons, shoes, slippers, laundry or other objects shall be hung on or from lanais or landing railings, or placed on lanai, doorways, passageways, stairs or landings. Nothing should be attached to the building walls or railings unless approved by management. Lanai may be furnished appropriately with plants (not larger than a 10-gallon container) and/or appropriate lanai furniture, and are to be kept in a clean and orderly manner. Lanai decorations may include wind chimes, artificial hanging plants, and the National or State ensign (American and/or Hawaiian flag), not to exceed 2½ x 4 feet, with exceptions to be approved by Management. Lanais shall not be used for storage of any kind except for small storage containers stored on the unit lanai. Storage container must be neutral in color to match the building, and with height not exceed the height of the lanai railing.
4. Residents shall be responsible for the conduct of all family members and guests while on the common elements and for ensuring that they comply with the House Rules.
5. Each apartment resident shall be responsible for the washing of their windows. The repairs or replacement of windows and screens is the responsibility of the homeowner. No rugs shall be beaten on lanais, walkways, stairways, or landings, nor dust, rubbish or litter swept from any apartment into the common areas or off the lanai.
6. Litter box containers are not allowed on lanai.

7. Throwing materials from lanai, landings or side balconies is prohibited.
8. Littering in the Common or Limited Common areas is prohibited, including rinsing garbage cans containing debris.
9. Feeding any and all animals in common areas and/or tampering with animal traps is not allowed.
10. Nothing shall be thrown from lanai, windows, landings, stairways, or front doorways, including smoking materials and matches, which are fire hazards. No explosives of any nature whatsoever, including and without limitation fireworks and black powder shall be used on the premises. Any hazardous substances brought onto the property shall be stored properly as to avoid risk of injury or any violation of any state or federal Law or regulation related to hazardous materials. The throwing of firecrackers from lanai and the exploding of any fireworks anywhere within MVP is prohibited. Failure to comply with this regulation shall be cause for immediate eviction and a Five-Hundred (\$500.00) Dollar fine.
11. Threatening display or discharging of firearms or weapons of any kind, including air or CO2 propelled guns, bows and arrows, or slingshots are forbidden within the premises of Makaha Valley Plantation. Failure to comply with this regulation shall be cause for immediate eviction and a One-Thousand (\$1,000.00) Dollar fine.
12. Barbequing by open flame is permitted only in designated barbeque areas.
13. All garbage shall be disposed of in secured bags, then deposited in dumpsters at locations designated for such purpose. Metal objects, such as carts, broken appliances, etc., are not to be placed in the dumpsters. Large objects such as old furniture, mattresses and bicycles are not to be placed in the dumpsters. Each apartment Owner, Tenant or Occupant is responsible for disposing of such items at a city dump or by making arrangements with Management and calling the City Bulk Refuse Collection, to remove the items from an off-property location. All cartons and boxes must be flattened before placement in dumpsters. All contractors or vendors providing renovation services to any unit shall remove and dispose of all materials off property to a proper disposal site. The dumpster shall not be used for these purposes. Failure to comply with the Bulk-Refuse Removal instructions shall result in a One-Hundred (\$100.00) Dollar fine.
14. Solicitation or canvassing shall NOT be allowed on MVP property at any time. Solicitations of proxies or distributions of materials relating to MVP Association matters is permitted by Owners on the Common Elements, provided such solicitation occurs at a reasonable time, place, and manner.
15. Furniture placed by the Association in any Common Area is for use in that specific area and shall not be removed or relocated.
16. Window coverings, curtains and drapes shall be white and shall hang at full length at all times with appropriate tie-backs allowed. This requirement applies only to the fabric visible from outside the apartment. Draperies or curtains with separate linings may be in any color so long as the lining is white. No Occupant may use bed sheets, towels, or similar items as drapes or cover the windows with newspaper or aluminum foil. All window coverings shall be kept in good condition at all times.

17. Apartment Owners are responsible for any and all damage to Common and Limited Common Elements caused by their Occupants or Guests .
18. Unauthorized signage shall *NOT* be displayed on MVP property, including signs on vehicle windows, apartment windows or doors. Fine of Fifty (\$50.00) Dollars. An exception will be a single "For Sale" sign (8½" x 11") displayed per vehicle, on the inside. The vehicle for sale is subject to all other rules for vehicles kept on MVP property.
19. No flammable liquids, such as gasoline, kerosene, naphtha, other explosives and/or other articles deemed dangerous to life, limb or property may be brought onto the property or stored in any building.
20. No flashing lights, neon lights, spotlights, or exterior lights that cause glare shall be installed. No exterior whistles, bells, horns or other sound devices (except those required for the security of MVP or vehicle alarms and horns used in the normal operation of motor vehicles) will be allowed or used in MVP. Any vehicle alarm which sounds continuously for more than two (2) minutes shall be considered a nuisance and subject to a Fifty-(\$50.00) Dollar fine for the first offense, and which shall be doubled for any subsequent occurrence(s), which may result in denial of entry to the property for thirty (30) days.
21. No waterbeds of any nature shall be allowed in any apartment without prior written approval of the Board. Any Owner or Occupant of an apartment who wishes to install a waterbed must first furnish the Board written evidence of adequate insurance coverage, listing the Association as an additional insured, and must show the Managing Agent a waterproof receptacle in which the waterbed will rest.
22. Abuse in the form of interference, verbal threat, harassment, or any physical threat or contact directed at any Association employee, agents, Board members, their families, or Association contractors will result in a Five-Hundred \$500.00 Dollar fine.
23. Gross negligence or intentional damage to any Common Element will result in a One-Hundred (\$100.00) Dollar fine.
24. Employees working at Makaha Valley Plantation shall not be permitted to live on the premises without the express permission from the Board of Directors. Employees and their family members are not permitted to use the recreational facilities or laundry facilities for personal use except that when visiting the Plantation as a guest of an Occupant, they may use recreational facilities in accordance with the Governing Documents. Those employees who have been given express permission of the Board to live on premises have the same privileges as any other Occupant.
25. Owners who have rented their respective units shall have the right of access with a visitor pass, but release all other privileges to the Tenant of the unit, including the use of recreational facilities, washhouses and the designated parking spaces (unless their Rental Agreement does not include parking).
26. No one except authorized professionals shall go onto the roof of any building.
27. Management shall not be responsible for packages, other deliveries or personal property left at doors of apartments or any other undesignated place on MVP, or left with any employee of the Association.

28. Smoking in Common Element buildings, stairwells, Tennis and Basketball Courts, as well as the Pools and all associated areas except for those surrounding the Barbecues, is prohibited.
29. Climbing on/over/under fences, trees, washhouses, boulders, trellis, and under units are prohibited. Playing on/in/around or climbing over dumpsters is prohibited.
30. Gross misuse of water during the car wash process is prohibited.

## **E. VEHICLES AND PARKING AREAS**

1. All persons, seeking vehicular entry into MVP, shall be identified by the MVP Management Office/Security, as an Owner, Occupant, Tenant, Guest, or Business Invitee in order to be issued a vehicular pass in accordance with regulations established by the Board. Permit shall be voided and/or removed at the discretion of the Board, if any of these conditions are not met, or if rental payment is not received by Management within seven (7) business days following the first day of the month

- a. Resident Vehicle Pass:

Management may require and inspect the following prior to issuance of a Resident Vehicle Pass.

- 1) Valid driver's license.
  - 2) Current vehicle registration.
  - 3) Valid liability insurance card.
  - 4) Current safety inspection sticker.
  - 5) Engine and exhaust noise level shall comply with MVP noise standards, as established.
  - 6) No evidence of oil or acid leakage from vehicle.
  - 7) All exterior lights and turn signals in working condition.
  - 8) General good state of repair, appearance, and safe operating conditions; and modified vehicles shall display a State-authorized Alteration Inspection Sticker.
2. Upon entering MVP, drivers shall ensure that their vehicle's radios, stereos and portable sound devices are not audible outside of the vehicle, whenever the vehicle is on MVP property. When operating any vehicle within MVP, or when vehicle is being washed, cleaned, or maintained, the same noise-emission standard shall apply
  3. Vehicle parking.
    - a. Occupants shall not use any parking spaces other than the space or spaces assigned to their apartments. Additional spaces may be made available from time to time at the discretion of Management. Such additional spaces will be allocated on a space-available basis and may be revoked by Management with due notice. Management shall charge and collect a rental fee for additional spaces as directed by the Board. Private arrangements may be made for the use of additional parking space(s) between an Occupant and the apartment Owner only, for the use of the Owner's designated space(s). Such arrangements shall be clearly stated in writing, signed by the Owner, and filed with Management.

- b. When visiting another area within the MVP property, an Occupant shall not park in a designated visitor's parking space during the time of the visit, unless the Occupant is physically challenged; a City & County handicapped placard is displayed, and a special permit has been issued by Management, or the accommodated individual may park in the designated unit space with the permission of the registered Occupant.
  - c. Parking in refuse/dumpster areas shall be for bicycles, mopeds and motorcycles only. All other vehicles are prohibited.
  - d. Only one (1) extra parking stall shall be allowed for each unit (except as stated in the Declaration), subject to availability and a rental fee. Motorcycles that are registered with the office for the use of available parking in the refuse/ dumpster areas shall be subject to a rental charge as defined by schedule. Failure to pay the parking assessment within the given grace period shall result in the registered vehicle decal being voided and the Occupant shall be unable to obtain a replacement stall for a period of one year.
  - e. Rental rates shall be established from time-to-time by the Board. Rent payment, in full, is due on the first (1st) day of each month. Any stall for which rent is not paid by the seventh (7th) business day of the month shall be rented to someone else, and the name of the former renter shall be removed from the list and the occupant shall not be allowed to re-rent a stall for one year.
  - f. Stalls are rented only on a monthly basis.
4. Vehicle speed-limit within MVP is ten (10) miles per hour. No vehicle may pass another vehicle in motion, proceeding in the same direction unless so ordered by Security personnel.
  5. Security shall direct all Business Invitees and Guests to appropriate parking spaces.
  6. Vehicles shall be parked within the defining white lines and as far forward as possible. Vehicles shall **not** be backed in. Parallel parking users shall park in the direction of the traffic flow.
  7. Unless other specific arrangements have been made with Management/Security in advance, Guests shall park in Guest spaces only.
  8. Vehicles shall not be permitted to: deteriorate in appearance, be placed on blocks, stands or jacks, or abandoned within MVP property. Such vehicles shall be towed at the direction of Management and at the vehicle owner's expense. Such acts shall result in a one hundred dollar (\$100) fine assessed to the responsible Homeowner.
  9. Washing of vehicles (by MVP Occupants ONLY) shall be accomplished **only** in the designated area adjacent to the maintenance building. The area shall be thoroughly cleaned by the user, subsequent to use. Hoses will not be provided. Residents must supply their own hoses and be equipped with an auto shut-off nozzle. Use of the car wash area will be between the hours of 7AM and 7PM.
  10. Only waxing and polishing shall be permitted in a resident's assigned stall. Automotive repairs, changing oil, flushing of radiators, painting or bodywork are prohibited within MVP property.

11. Vehicles that drip oil, grease, battery acid, transmission fluid, etc., shall be removed from the premises by the vehicle owner/operator immediately upon notification by Management. Failure to remove said vehicle shall result in the vehicle being towed from the premises at the vehicle owner's expense. Said vehicle will be denied re-entry into MVP property until said condition has been corrected to the satisfaction of Management. Owners are responsible for the cleanliness of and damage to their respective parking stalls. Management shall give a written notice to the responsible Owner who shall correct such damage within seven (7) days or be fined plus charged the cost for cleanup and/or asphalt repair or replacement.
12. Bicycles and mopeds may be permitted on MVP upon issuance by Management of an appropriate identifying Decal to be displayed in an appropriate location defined by Management. Prior to issuance of the Decal, mopeds shall be inspected by Management for operating lights, mufflers (if applicable) reflectors, and City and County registration, as required by State statutes. Bicycles may be ridden to and from the main gate. (BOD minutes 3-24-04)
13. Vehicles such as, but not limited to, trailers, oversized vehicles, containers, or moving vans are prohibited on MVP property (except during move-in and move-out, with prior approval from Management).
14. All operators of vehicles shall be duly licensed in accordance with the laws of the State of Hawaii to operate a passenger car unless the vehicle is exempt from such licensing requirements. The license shall be carried on the operator at all times and shown to Management/Security upon request.
15. A vehicle registration policy is in effect, which includes the assignment of vehicle access authorization Decals for registered permanent, temporary, or short-term Occupants. A Decal Deposit currently is set at Fifty (\$50.00) Dollars. Should a vehicle owner violate any one or more of the these Rules, the Board reserves the right to revoke the registered resident vehicle owner privileges for thirty (30) days or more if the violation is continuing and fines are unpaid and outstanding.
16. Driving wrong way, against traffic arrows is not allowed.

(See C2. #2, 3, & 4 for Visitors/Guest/ Business Invitees for Visitor's Parking Pass)

## **F. NOISE**

1. No person shall make, or permit to be made in the buildings or on the property, any noise that annoys or interferes with the rights, comfort, or well being of others, such as but not limited to excessively loud social gatherings, television sets, radios, stereo equipment, musical instruments, and domestic disputes. This also applies to Vehicles emitting loud noises caused by "revving" the engines, or by damaged or missing mufflers. MVP Security Personnel are authorized by the Board of Directors to monitor and cite offenders and/or the responsible Owner. Repeat offenses shall result in appropriate Board action against the offender and/or Owner. Monetary fines shall be levied against the apartment Owner. Horns shall be used for emergency purposes only.

2. Occupant's contractors and MVP personnel making repairs or alterations need to be considerate of Occupants and neighbors. Repairs or maintenance to apartments (except emergency repairs), buildings or grounds shall not be allowed on MVP property before 8:00AM and shall cease by 7:00PM, Monday through Friday, with Saturday and Sunday hours limited to 10:00AM to 4:00PM. Emergency repairs shall not be limited by these restrictions on any day or time.
3. Portable radios; stereo equipment, amplified musical instruments, etc., are not permitted in any Common Area or Element except as provided in these House Rules. Sound devices equipped with earphone headsets are permitted when worn by the user, except while operating a motor vehicle.
5. Quiet hours shall be between 9:00pm until 8:00am. This House Rule will be enforced at all times, and special care will be taken by all persons to refrain from making any loud noises.

## **G. BUILDING AND LANDSCAPE MODIFICATIONS**

1. No structural changes of any type shall be permitted either within or without an apartment without prior written approval of the Board of Directors.

Notwithstanding anything to the contrary contained in the Declaration, the Bylaws, or the House Rules, disabled persons shall:

- a. be allowed reasonable modification from the Declaration, the Bylaws, and the House Rules, when necessary, to enable them to use and enjoy their apartments and/or the Common Elements, provided that the disabled person requesting to modify any Common Element shall make a request, in writing. That request shall set forth in detail the nature of the request and the reason that the requesting party needs to make such modification or be granted such an accommodation at their own expense.
  - b. If required by the Board, the modification, when it is no longer required, and at the expense of the disabled person, an estate, or heirs, shall be removed.
2. No alteration or installation, including but not limited to telephone lines, radio and TV cables, and disks or microwave/infra dishes, or changes of any nature shall be made to the exterior surfaces of the buildings or the Common Elements, nor shall window guards, awnings, shades or tinting be installed unless approved in writing by the Board.
  3. To install apartment entry screen doors, approval must be obtained at the Management Office prior to installation. Screen doors must be **black in color**. Any screen doors installed prior to 08/15/07 shall be grandfathered in, but all replacements must meet with current policy. Screen door must be kept in good repair and appearance at all times.
  4. No signs, signals or lettering shall be inscribed or exposed on any part of any building, nor shall anything be projected out of any window nor from any lanai.
  5. No projections shall extend through any door or window opening into any corridor or beyond the exterior face of the buildings except for approved air conditioners.

6. No flowers, plants, shrubs, or trees of any kind may be planted on the Common Ground, nor shall the existing landscaping be trimmed, cut, or removed by any unauthorized person. Any Resident may pick fruit within 'arm's reach'. No ladder, pole, or other tool may be used to harvest fruit, except by authorized maintenance or landscape workers. Climbing of trees, except for maintenance by the Association, is prohibited. Any fruit picked is for personal consumption at the Resident's own risk. Fruit may not be sold for commercial purposes. MVP makes no warranties, express or implied, about the quality or safety of any fruit picked on the premises.
7. Board approval must be obtained prior to installation, in any unit, of ceramic tile or wood flooring. Documentation of notice to neighboring units must be included with request.

## **H. PETS**

1. Cats and dogs shall be registered with Management prior to moving into the Plantation and an identification tag will be worn at all times. The cost to register a pet is Ten (\$10.00) Dollars, which is non-refundable. Such registration shall include proof of liability insurance described below, current shot records, current licensing and a current photo and, if not an owner, written approval from the apartment owner. A current City and County of Honolulu license (if applicable) shall be worn at all times.
2. Pet owners shall procure, at their sole cost and expense, and keep in force during the entire period of time that the pet is kept on the Property a General Liability policy covering liability arising out of the presence of the pet on the property. Such insurance will have minimum limits for each person/each incident:
  - a. Dogs-\$300,000
  - b. All others-\$50,000, or as determined by the Board.

Pet owners shall furnish the Association with a certificate of insurance completed by a duly authorized representative of their insurer certifying that such policy is in force with at least the minimum coverage's and that coverage will not be cancelled, allowed to lapse, or materially changed without thirty (30) days' advance notice to the MVP Association. All insurance will be provided through companies authorized to do business in the State of Hawaii. All coverage required of the owner shall be primary before any insurance program carried by the Association. The MVP Association shall be included as an additional insured under all required insurance policies. The above insurance requirement is not intended to substitute for complete compliance with any applicable Rules.

3. The following restrictions shall be applicable to all pets:
  - a. Owners shall at all times be responsible for any excessive noise made by any permitted pets, including those of any Tenant Occupant or Guest. Pets that make noise continuously and/or incessantly for a period of ten (10) minutes or intermittently for half (½) an hour or more shall be deemed a nuisance and be promptly removed from MVP property upon notice from Management. Other behavior may be considered a nuisance on a case-by-case basis.
  - b. Animals that may not legally be imported into the State are strictly prohibited.



- c. No more than two dogs or two cats, or any combination thereof will be allowed per apartment.  
The following animals are the only animals permitted at MVP without prior BOD approval.
- 1) Dogs -- seventy five (75) pounds or under at maturity
  - 2) Cats
  - 3) Fresh water or tropical fish - limited to a twenty 20 gallon tank
  - 4) Birds
- d. A Tenant, in order to keep a pet, is required to have written permission of the apartment Owner on file with MVP Management.
- e. Pets in transit can be walked to and from apartments, on a leash no more than four (4) feet in length, and out of the front entrance. Residents are required to have a baggie or waste bag with them to pick up dog feces or waste while walking the dog on and off property.
- f. Pets shall be confined to an apartment at all times except as stated above and shall not be allowed on lanai unattended by an adult.
- g. Business Invitees or Guests are not allowed to bring pets onto MVP property (except for service animals).
- h. Pets shall not be kept, bred or used for any commercial purpose.
- i. Pet owners are responsible for any damage to the Common Elements caused by their pets. Any damage caused by cleaning chemicals or other such materials used in an attempt to remedy said damage are also the full responsibility of each pet owner.
- j. Pet litter shall **NOT** be discarded in toilets and shall be discarded into securely tied bags in the trash containers.
- k. Litter containers shall **NOT** be allowed on the lanais. Failure to comply shall result in a One-Hundred (\$100.00) Dollar fine per litter container.
- l. Pet doors are prohibited.
4. Pets or service animals which exhibit aggressive or threatening behavior or which in the sole discretion of the Board, threaten the health or safety of occupants or other pets shall be promptly removed from MVP property upon written notice from the Board of Directors.
5. Feeding, caring for, or otherwise aiding stray animals is prohibited. Likewise, Occupants are prohibited from feeding wild birds from their lanai or in Common Areas. Injured or stray animals should be reported to the Hawaiian Humane Society for pick up.
6. In addition to any other remedies, violation of any of the rules related to pets shall provide a basis for the Board to notify the pet owner and that the pet shall be promptly removed.
7. Tampering with animal cages is subject to a fine. A repair fee will be levied if any cage is damaged.

## **I. APARTMENT RENTALS, SALES, KEYS AND MOVING**

1. All persons doing business as rental agents in MVP shall be licensed Real Estate Agents working for or with a licensed Real Estate Broker of the State of Hawaii and must have Board approval. Owners may rent their own units and are subject to Hawaii State laws, and shall comply with all MVP rules and regulations.
2. Open-House showings are limited to the hours of 1:00PM to 5:00PM, Saturdays and Sundays. Brokers will be allowed a special Open House for Agents on Wednesdays from 10:00AM until 2:00PM, with prior approval of Management. Only one (1) Open-House sign is allowed, and it shall be placed on the ground immediately fronting the apartment for sale. No other signs on the Common Elements are allowed.
3. Any owner or agent who intends to hold an Open House and/or have an apartment for sale shall notify Management of that intent no later than Noon (12:00 Noon) on Friday. Security does not have the authority to approve an Open House.
4. MVP employees or Security Personnel shall not hold, retain or keep apartment or vehicle keys or lock box codes at any time.
5. Persons moving in or out of MVP shall notify the Management Office during business hours at least twelve (12) hours in advance by completing an Intent-to-Move Form. Moving shall be permitted only between the hours of 8:00AM to 7:00PM, Monday to Friday, and 10:00AM to 4:00PM, Saturday and Sunday.

## **J. RECREATION AREAS**

Recreation areas are defined as the Pool/Cabana enclosures, tennis courts, basketball court, putting green, shuffleboard and Barbeque Areas.

1. Lawns, parking areas, driveways, roadways, wash rooms, stairways, sidewalks, landings, and under buildings are not recreational areas, and games of any kind are prohibited. Roller blade/skates, scooters, roller shoes, and electronic controlled devices (e.g. remote-controlled airplanes, cars, etc...) are expressly prohibited on MVP.
2. Use of the recreation areas shall be limited to Occupants and Guests. Non-residents shall not use the recreation area unless accompanied by an Occupant of MVP.
3. The consumption of alcoholic beverages in the Common Elements or Limited Common Elements is prohibited, except in the immediate vicinity of all Barbecue and Pool cabana areas. Under-age drinking is not tolerated on MVP property.

## **K. POOL AREA RULES**

1. The Pool areas are for the exclusive use of Occupants and their Guests. Guests are limited to four (4) per apartment without prior approval by Management.  
Access to the pool shall be restricted to those with a security key. An Owner's or Resident's family members or guests found in those areas shall be presumed to be there with the full knowledge and consent of the Owner or Resident. Owners and Residents shall be responsible for the health and safety of themselves, and their family members and guests who use the pool and for ensuring that all rules for the pool are obeyed. Apartment Owners are financially responsible for any damages or destruction caused by themselves, Occupants, Tenants or Guests. Individuals use the swimming pool, Jacuzzi and Sauna at their own risk. Any infraction of Pool Rules may result in a Fifty (\$50.00) Dollar fine. No Lifeguard will be on duty.
  - a. All policies shall be age neutral and applied to all persons equally.  
Owners and Residents must ensure that someone who can protect the safety of all family members and guests who are non-swimmers or weak swimmers will accompany them at all times they are in the Pool area. In particular, an adult when using the Pool, should accompany a child under the age of thirteen (13), unless the child is a competent swimmer. A child's parent(s) or guardian shall be responsible for determining whether the child is a competent swimmer.
  - c. It is strongly recommended that parents not allow children less than thirteen (13) years of age in the Jacuzzi or Sauna for health and safety reasons. Children under the age of thirteen (13) who are allowed by their parents or guardians to utilize the Sauna or Jacuzzi shall be accompanied by an adult eighteen (18) years of age or older.
  - d. Both pools will observe "Quiet Time Swimming" after 6:00PM.
  - e. Persons who are not toilet-trained shall not use the pools unless fitted with swim diapers, swimsuits or other similarly designed swim wear, which prevents feces and urine from leaking into the Pool. All costs of decontaminating the Pool or Jacuzzi in the event of "accidents" shall be borne by the Owner of the apartment occupied, rented or being visited by the person causing the contamination. Nude bathing is prohibited. The Board may also impose such fines or other penalties as it deems appropriate under the circumstances.
2. Pool hours: Monday-Sunday - 9:00AM to 9PM at the Ala Mahiku Pool.  
9:00AM to 10PM at the Kiana Pool.
3. All bathers shall shower before entering Pools and Jacuzzis, as well as after using the restroom facilities.
4. All suntan oil must be removed from a person's body before entering the Jacuzzi, Sauna or Pool.
5. All persons afflicted with an infectious disease or suffering from a cough, cold or wearing bandages shall not use either the pool or the Jacuzzi.
6. No more than six (6) persons are permitted in the Jacuzzi at one time. For health and safety reasons it is strongly recommended you limit your time to twenty (20)-minute intervals. Be courteous.

7. No glass containers or articles made of glass are permitted in the Pool area, except in the Barbecue Area. Any person who violates this Rule will be fined Fifty (\$50.00) Dollars.
8. Alcoholic beverages of any sort are forbidden in Pool Areas.
9. Pushing, running, jumping, diving, scuffling, shouting and yelling are prohibited.
10. Spitting, spouting of water, discharge of any bodily fluid in the Pool, or excessive splashing are expressly prohibited.
11. Climbing on or over the Pool Area walls or fence is prohibited. Violators and their sponsors may have their access privileges revoked.
12. The latched gates at the Pool Areas are a legal requirement and shall **NOT** be left unlatched or propped open. Tampering with the Pool gate/lock mechanism is strictly prohibited.
13. Vehicles or other wheeled devices of any nature whatsoever, except children's strollers or devices required by challenged persons for purposes of mobility, shall **NOT** be permitted in the Pool Area.
14. The following devices are permitted in the Pool: Swimming devices strapped or fastened to a person's body, Masks or Snorkels. Limited use of various play items within the Pool is acceptable, provided that use does not endanger others or adversely affect another person's Pool experience. Within reason, and under supervision, the use of Pool toys, beach balls, noodles, masks/goggles, snorkels, fins, life jackets/arm floats, etc., are acceptable. At times during heavy use of the Pool, Security may temporarily prohibit the use of these items in the interest of safety.
15. The following devices are **prohibited** in the Pool: balls, Frisbees, inner tubes, surfboards, air mattresses, ride-on toys, fins, hair pins, bobby pins, scuba gear, kick boards and inflatable baby seats.
16. Only acceptable swimwear will be allowed in the Pool. Un-hemmed cut-offs, or any swimwear, which may fray and clog pool filters is prohibited. Only white T-shirts are allowed, as in-pool swimwear in addition to appropriate, normal swimwear.
17. MVP furniture shall not be removed, damaged or misused or thrown into the pool. Violators shall be subject to fines of Fifty(\$50.00) Dollars and Pool privileges will be revoked
18. Users of the pool area are responsible for removal of all articles brought into the area by them, including towels, books and magazines. All trash shall be deposited into the trash receptacles.
19. Radios, TV's, tape/CD players, stereo equipment, etc., except when used with headphones, are prohibited in the pool area.

20. Cabana Reservations: Reservations for the use of the Cabana Areas shall be made by a registered Resident only. Reservation for the Cabana shall include **only one (1)** grill in the Barbeque Area. (2<sup>nd</sup> grill will be left for other residents to use on a first come first serve basis.) Reservations shall be submitted to Management one (1) week in advance, with a group size not to exceed twenty (20) persons and a deposit of One Hundred (\$100.00) Dollars. The deposit shall be refunded if the area used is returned in an acceptable condition. The association may deduct any fines and expenses for cleaning, repairs, etc. from the deposit.
- a. A reservation for use of a Cabana does not include reservation of the Pool, Jacuzzi, Sauna or 2<sup>nd</sup> grill at the Barbeque Area.
  - b. Reservation Hours shall be allowed between 10:00AM and 6:00PM. Reservations shall not exceed three (3) hours in length.
  - c. A Non-Resident guest list shall be provided to Management two (2) working days in advance of the scheduled gathering, and parking shall be limited by available Guest spaces. Guests who park in assigned stalls shall be towed. Owner/Sponsor shall be subject to fine.
  - d. The clean-up shall be performed by the Occupant hosting the gathering, or by someone acting in the host's behalf. However, the host shall be responsible and will forfeit the reservation deposit should the area not be cleaned adequately.
21. No pets are allowed in the Pool Areas except for Assistance animals, which are permitted in the Pool Areas but may not enter the Pool or Jacuzzi.
22. Smoking is not allowed in the Pool Areas.

#### **L. TENNIS COURT RULES**

- 1. The tennis court is for the exclusive use of registered Residents and their Guests.
- 2. Tennis Court Hours: Monday-Sunday 9:00AM to 9:00PM.
- 3. Absolutely no food or beverages shall be allowed on the court, with the exception of water in a plastic container.
- 4. Players wishing to reserve an hour of play shall register in advance with Management or at the Guard Station. Sign-up may not be more than thirty-six (36) hours in advance, and may not be for more than one hour.
- 5. In the event the Court is not reserved, the following applies: When players are waiting, players on the Court shall limit themselves to one (1) hour of play.
- 7. No skateboards, roller blades/skates, scooters, or bicycles are allowed on the Court.
- 8. The Court will be closed if the playing surface is wet or standing water of any kind is visible.

9. Court participants shall wear appropriate Court shoes at all times. (No slippers).
10. No glass containers, alcoholic beverages or food shall be allowed within the Court area, which is defined by the perimeter fence.
11. Inappropriate behavior, including yelling, swearing, howling or abuse of the Court shall be cause for the cessation of play by either Management or Security. Loss of future use of Court time, as determined by the Board of Directors of the Association, and may result in a monetary fine.

#### **M. BASKETBALL COURT OPERATING RULES**

1. Hours of operation are from 10:00AM to 6:00PM.
2. Period of play by reservation in one (1)- hour blocks.
3. Reservations shall be made in advance with Management by 5:00PM for Saturday or Sunday play.
4. A Sponsor (who must be a Resident/Occupant) shall reserve the Court.
5. The Sponsor shall be on the Court and present at all times.
6. Court is for basketball and volleyball play, without exception.
7. Maximum number of participants on the Court shall be ten (10) persons, regardless of age.
8. Each Sponsor using the Court shall read and sign these Rules when reserving the Court.
9. Court participants shall wear appropriate Court shoes at all times. (No slippers)
10. No glass containers, alcoholic beverages or food shall be allowed within the Court area, which is defined by the perimeter fence.
11. Inappropriate behavior, including yelling, swearing, howling or abuse of the Court shall be cause for the cessation of play by either Management or Security. Loss of future use of Court time, as determined by the Board of Directors of the Association, and may result in a monetary fine.
12. The Sponsor is allowed to have no more than two (2) basketballs on the Court at any time.
13. The Court will be closed if the playing surface is wet or standing water of any kind is present

## **N. FINES AND PENALTIES**

Pursuant to the Association's Bylaws, fines are established as specified in these House Rules and are levied upon the responsible Owner. All fines subsequent to the original occurrence may be doubled for any fine.

### **1. FIFTY( \$50.00) DOLLAR FINES**

- a. Feeding any and all animals in Common Areas.
- b. Climbing on/in/around or climbing over dumpsters, fences, trees, washhouses, boulders, trellises, refuse containers, dumpsters, or railings.
- c. Playing under buildings.
- d. Defacing Common Elements.
- e. Noise and nuisance violations such as, but not limited to, slamming of car or house doors or dumpsters, use of profanity, excessive noise and vehicle radio and/or sound system emission standards and horn honking.
- f. Smoking in Common Element buildings, stairwells, or recreation areas, such as the Pool Areas and their associated facilities.
- g. Shaking, beating, or hanging rugs or other items over the lanai, landing, or railings.
- h. Driving the wrong way against traffic arrows.
- i. Failure to have current Safety Inspection sticker, registration, and current automobile insurance. This fine shall be doubled if not corrected within seven (7) days following notice of non-compliance.
- j. Gross misuse of water during the car-wash process.
- k. Parking in another Occupant's assigned stall without written approval.
- l. Placing unauthorized items outside of Unit (stairwell, landings, etc.)
- m. Improper swimming attire.
- n. Unauthorized signage on vehicle or apartment doors or windows.
- o. Vehicle alarm that sounds for more than two (2) minutes.
- p. Failure to return visitor pass.
- q. Throwing materials from lanai, landings or side balconies. (One Hundred (\$100.00)Dollars for smoking materials.)
- r. Littering in the Common or Limited Common Areas.
- s. Damage caused by vehicle leaks. The fine, plus the cost for cleaning and/or asphalt repair or replacement.
- t. Failure to use an automatic shut-off nozzle when washing vehicles.
- u. Loss/Replacement of electronic key.
- v. Backing into parking place.
- w. Non-white or otherwise inappropriate window coverings (e.g., sheets, blankets, towels, or shower curtains).
- x. Infraction of posted Pool rules.
- y. Failure to comply with the Child Vehicle-Restraint laws anywhere on MVP property.
- z. Vehicles parked in visitor parking without the required parking pass.

### **2. ONE HUNDRED (\$100.00) DOLLAR FINES**

- a. Alcoholic drinks in Common and Limited Common Areas.
- b. Failure to comply with the Bulk-Refuse removal procedures.
- c. Tampering with animal traps.
- d. Smoking materials such as cigarette butts, cigar butts, or matches thrown off landings or lanai or anywhere.

- e. Guest not parked in designated Guest Stalls unless permission has been given by Resident for Guests to park in their stalls.
- f. Depositing of foreign materials and/or objects in any drain.
- g. Litter box containers on the lanai.
- h. Glass containers or articles in Pool Area and/or the cost of clean-up for breaking, and a first warning will not be required.
- i. Failure of Owner who resides off-Island and/or who is absent from O`ahu for more than thirty (30) days to designate in writing, within forty-five days of departure, a local Personal Representative.

**3. TWO HUNDRED FIFTY (\$250.00) DOLLAR FINES**

- a. Any open fire violation, such as open flames on a lanai.
- b. Unauthorized alteration to Common facilities, such as removing, damaging, or misuse of Pool equipment and/or furniture.
- c. Damage to plants or cuttings of plants, or of any or all landscaping.
- d. Damaging or destroying any Common Element in any way, shape, or form.
- e. Tampering with fire extinguishers or security equipment.
- f. Anyone knowingly violating a TRO or No Trespass Order.

**4. FIVE HUNDRED (500.00) DOLLAR FINES**

- a. Possession, throwing or igniting explosives, fireworks or incendiary devices.
- b. Abuse in the form of interference, verbal threat, harassment or any physical threat or contact directed at any Association employee(s), agent(s), Board member(s), their families, or Association contractor(s).

**5. ONE THOUSAND (\$1,000.00) DOLLAR FINES**

- a. Allowing a Unit to be occupied by any person who had previously been evicted from MVP upon demand made by the Association for violation of the Governing Documents.
- b. Failure to immediately execute an individual eviction process in accordance with the Landlord-Tenant Code, State Statute, or City Code, and provide notice to the Association, against any Occupant who had been convicted of manufacturing, growing, possessing, distribution, use, solicitation, or sale of illegal or non-prescription drugs.
- c. Threatening display or discharge of firearms or weapons of any kind. (See Section D.11.)

**O. FINES AND PENALTIES APPEAL PROCEDURE**

- a. Pursuant to the Association's Bylaws, fines are established as specified in these House Rules and are levied upon the responsible Owner.

The Owner shall have the right to appeal, in writing, any Citation specifying a fine or penalty to the Board of Directors within fifteen (15) days from the receipt of the assessment date by the following process:



- 1) Mailing a letter, constituting a Notice of Appeal, to the Board of Directors, in care of the Association's Managing Agent.
- 2) The Notice shall be mailed, postage prepaid, certified, return receipt requested, or by fax or e-mail, with no guarantee of receipt of it by the recipient. It will be up to the Homeowner to confirm receipt of an Appeal by any means other than certified mail.
- 3) The date of mailing as certified by the post office shall constitute the date of appeal, or the receiving date of the fax machine, if any, to the date of the email when received. The homeowner must confirm receipt of the appeal by any means other than certified mail.
- 4) The Notice shall contain a copy of the applicable Citation; a statement of the facts of the violation, including the reasons for Appeal; the names and addresses of witnesses; and copies of any proposed exhibits must also be included.

Unless the Board requests or seeks additional information, it will mail or deliver a written decision to the Homeowner following the next Board of Directors' meeting, at which the Appeal is reviewed.

The Board may reduce, suspend, or cancel any fine or penalty after considering the Appeal. Any decision by the Board shall be final.

b. Rule of Conclusion

- 1) The Board of Directors may demand that any resident who has three (3) violations or more in a twelve (12)-month period be given notice by the unit Owner that their tenancy be terminated. If a Homeowner refuses to evict a Resident upon demand of the Board of Directors, the matter may be referred to the Association's legal counsel for further action. The Homeowner shall be responsible for all costs to enforce the Association documents and/or the House Rules.
- 2) Any Homeowner who has three (3) violations or more in a twelve (12)-month period shall have Common Element privileges revoked, and, if circumstances merit, the matter may be referred to the Association's legal counsel for further action. The Homeowner shall be responsible for all costs to enforce the Association documents and/or the House Rules.

Adopted this 16<sup>th</sup> day of August, 2010

Makaha Valley Plantations  
Board of Directors