

# **MAKAHA VALLEY PLANTATION**



## **HOUSE RULES**

Adopted by the Board of Directors  
Effective December 17, 2025



**ASSOCIATION OF APARTMENT OWNERS OF  
MAKAHA VALLEY PLANTATION  
HOUSE RULES**

(Revised September 09, 2025)  
(Effective: December 17, 2025)

The purpose of these House Rules is to help protect residents of the Makaha Valley Plantation condominium project (the “Project”) from annoyance and nuisance caused by the improper use of the facilities. These House Rules may be amended as provided in the First Restatement of Makaha Valley Plantation Declaration of Condominium Property Regime (the “Declaration”) and the First Restatement of the Bylaws of the Association of Apartment Owners of Makaha Valley Plantation (the “Bylaws”) (collectively, the Association’s “Governing Documents”). By virtue of taking occupancy all residents agree to comply with all rules and regulations governing the Project.

**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 unit 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 (“HRS”), as well as by the Association’s Declaration 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 a unit or in the Common or Limited Common Elements.

**Amendment:** These House Rules may be amended by the Board, subject to the provisions contained in Article VI, Section 9 of the Bylaws.

**Conflicts:** If any provisions of these House Rules conflict with the terms of the Declaration or Bylaws, the terms of the Declaration and Bylaws shall prevail in that order. Furthermore, this revision shall supersede all previous House Rules.

## Table of Contents

A.	Abbreviations and Definitions	3
B.	Damages and Fines	4
C.	Occupancy	5
D.	Guests/Business Invitees	7
E.	Common Areas, Entrances, Lanais, Windows and Waterbeds	7
F.	Vehicles and Parking Areas	11
G.	Noise	13
H.	Building and Landscape Modifications	14
I.	Animals	15
J.	Unit Rentals, Sales, Keys, and Moving	16
K.	Recreation Areas	17
L.	Pool Area Rules	17
M.	Tennis Court Rules	20
N.	Basketball Court Operating Rules	21
O.	Fines and Penalties	21
P.	Non-Discrimination Policy	25
Q.	Policy Against Harassment	26
	Attachment "1" – Front Door Camera Installation and Usage Policy	27

**A. ABBREVIATIONS and DEFINITIONS**

1. **Agent**- Any real estate broker, corporation, firm or individual empowered to act on behalf of any Owner or the Association.
2. **Association**- The Association's legal name is Association of Apartment Owners of Makaha Valley Plantation.
3. **Board**- The Board of Directors of the Association of Apartment Owners of Makaha Valley Plantation.
4. **Business Invitee**- 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.
5. **Bylaws**- The Bylaws of the Association of Apartment Owners of Makaha Valley Plantation, as amended and restated.
6. **Common Areas**- All land areas, entrances and exits of the property or buildings, yards, gardens, recreational facilities, parking areas, wash houses (i.e., laundry areas), service areas, all other parts of the property necessary or convenient to its existence, maintenance and safety.
7. **Common Elements**- Portions of the Makaha Valley Plantation condominium project as defined in Paragraph A.2 of the Declaration.
8. **Declaration**- The Declaration of Horizontal Property Regime for Makaha Valley Plantation, as amended and restated.
9. **General Manager**- The Association employee retained to oversee the day-to-day affairs of the Association, the Makaha Valley Plantation condominium project.
10. **Governing Documents**- Collectively, the Declaration, Bylaws, House Rules, and other rules and regulations governing the Makaha Valley Plantation condominium project.
11. **Guests**- A person who does not reside and is a visitor at the 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.
12. **Key**- Core key, which is a magnetic metal-tag device used for entry to amenities; electronic fob or swipe card used for access to the Project and/or amenities.
13. **Limited Common Elements**- Portions of the Makaha Valley Plantation condominium project as defined in Paragraph A.3 of the Declaration.
14. **Management**- Collectively, the Association's Board, Managing Agent, and General Manager.
15. **Managing Agent**- An independent agent engaged by the Board to manage the affairs of the Association.
16. **MVP Office**- General Manager's office located in Building No. 62.
17. **Occupant**- An individual who resides in a unit at the Makaha Valley Plantation

condominium project, including Owners, Tenants, and their family members and co-habitants.

18. **Owner-** The Owner(s) of record of a unit at the Makaha Valley Plantation condominium project.
19. **Project-** The Makaha Valley Plantation condominium project (sometimes referred to below as "MVP").
20. **Recreation Areas-** Pool/cabana enclosures, tennis courts, basketball court, putting green, shuffleboard, barbeque areas, and other similar facilities.
21. **Tenant-** One who occupies a unit by way of a lease or rental agreement.
22. **Vehicle-** Any motorized device, including but not limited to, automobiles, trucks, vans, buses, motorcycles, sport-utility vehicles, motorbikes, mopeds, golf or utility carts, low-speed vehicles, and all other motorized transportation devices of any description. Note, motorized wheelchairs and other similar devices used by persons with disabilities shall not be deemed a vehicle under this section.

## **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 (808) 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 unit Owner. Unit Owners shall be held responsible for the conduct of their Tenants, Occupants, Guests, and Business Invitees.
3. If any person violates these rules, the Association may:
  - a. Enter any units and/or limited common elements to make emergency repairs therein required to prevent damage to any units or common elements, or for the installation, repair or replacement of any common elements; and/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.
4. 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 violator and the unit Owner if the violator is other than the unit Owner. 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 and/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 against the Owner's maintenance fees account.
  - d. Eviction and/or other legal proceedings as determined by the Board.
5. Pursuant to the Association's Governing Documents, monetary fines will be assessed by Management against the responsible Owner for infractions by Owners, their Tenants, Occupants, Guests, or Business Invitees as set forth in **Section O** below.

### **C. 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 animals, if permitted, with Management during office hours. This includes an orientation of rules and privileges.
  - b. The number of persons residing in a unit is limited to no more than five (5) persons in a two (2)-bedroom unit or seven (7) persons living in a three (3)-bedroom unit, 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.
3. Owners shall be responsible for the conduct of their Tenants, Occupants, Guests or Business Invitees and shall deliver to Occupants and Tenants a copy of the House Rules (in lieu of all the 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 therefrom. 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 Oahu, 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 unit, 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 the Association's website at [MakahaValleyPlantation.org](http://MakahaValleyPlantation.org). Failure to file this information with the MVP Office within forty-five (45) days will result in a One Hundred (\$100.00) dollar fine.
6. The Association's Management, Security, and/or other employees of the Association shall not receive, hold, or distribute keys to the units.
7. Tenancy:
  - a. Owner(s), and their agents (if any), shall thoroughly screen prospective Tenants PRIOR to registering the Tenant with the General Manager.
  - b. All tenants must complete a Registration Form prior to occupancy of the unit, which shall be signed by the unit Owner(s).
  - c. Unit Owner(s), and their agents (if any), shall be responsible for providing a copy of the House Rules and ensuring the Tenant(s)' compliance with the Association's other Governing Documents. Additional copies of the Governing Documents are available at the Management Office and at the expense of the unit Owner.
  - d. Upon Tenant(s) moving out, unit Owner(s), and their agents (if any), shall be responsible for notifying Management that the Tenant(s) is moving out and:
    1. Clearing unpaid Fines incurred by the Tenant(s)
    2. Surrendering the Tenant(s)' MVP Decals
    3. Inspecting parking stalls for cleanliness and unclaimed personal property.
8. Moving:
  - a. Moving Hours shall be between 8:00 a.m. and 7:00 p.m., Monday through Friday, and from 10:00 a.m. to 4:00 p.m., Saturday and Sunday, except for extenuating circumstances and with prior permission from Management.
  - b. Occupants intending to receive and/or move items consisting of a volume greater than one hundred (100) pounds, shall make prior arrangements with the MVP Office.
  - c. Occupants moving in or out of the Project shall make prior arrangements with the MVP Office.
  - d. Owner(s) shall be responsible for all costs and expenses incurred related to any damage to the Project caused by the moving of furniture or other personal items

throughout the Project.

**D. GUESTS/BUSINESS INVITEES**

1. Occupants having Guest(s) for a two (2) day period or greater duration shall complete and sign an **Entry Authorization Form** at the MVP Office. Tenant(s) are responsible for informing the Unit Owner(s) and/or agent (if any).
2. **Guest/Business Invitee Vehicle Passes**. The following vehicle passes shall only be issued to Guests and Business Invitees of Occupants, with the prior approval from the Occupant.
  - a. **Day Pass**- shall be issued to vehicles parked on the Project between 5:00 a.m. and 12:00 midnight of the date issued.
  - b. **Next Business Day Pass (NBD)**- shall be issued to rental vehicles or Guests/Business Invitees who have not had the opportunity to register their vehicle with the MVP Office due to arrival after MVP Office Hours. NBD shall be valid from the date of arrival until the next business day the MVP Office is open; and shall only be used for the designated Parking Space indicated on the NBD.
3. Unauthorized vehicles parked in Guest Parking Stalls without the required Vehicle Passes shall be subject to tow at the vehicle owner's expense.

**E. COMMON AREAS, ENTRANCES, LANAIS, WINDOWS, AND WATERBEDS**

1. No unit 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, 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, no 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, provided that they are removed within fifteen (15) days after the holiday or event.
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. Lanais 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 flag (i.e., American and/or Hawaiian flag).

4. Lanais shall not be used for storage of any kind except for small storage containers stored on the unit lanai. Storage containers must be neutral in color to match the building, and their height shall not exceed the height of the lanai railing.
5. Each Occupant shall be responsible for the cleaning and washing of the windows to their unit. The repairs and/or replacement of windows and screens shall be the responsibility of the Owner.
6. No rugs shall be beaten on lanais, walkways, stairways, or landings, nor shall any dust, rubbish, or litter be swept from any unit onto the common areas or off the lanais.
7. Litter boxes, pee pads, and other animal waste containers are prohibited on lanais.
8. Throwing materials from lanais, landings, balconies, or other common elements is strictly prohibited.
9. Littering in the common areas and limited common areas is prohibited. This includes the rinsing of garbage cans.
10. Feeding any and all animals on the common areas, and/or tampering with animal traps is strictly prohibited.
11. 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 the Project is prohibited. Failure to comply with this regulation shall be cause for immediate eviction and a One Hundred Dollar (\$100.00) fine.
12. Threatening display or discharging of firearms or weapons of any kind, including air or CO2 propelled guns, bows and arrows, or slingshots are strictly prohibited at the Project. Failure to comply with this regulation shall be cause for immediate eviction and a One Hundred Dollar (\$100.00) fine.
13. Barbequing by open flame shall only be permitted within the Project's designated barbeque areas. No hibachi, grills, or other similar devices used for cooking, heating, or any other purpose shall be used or kindled on any balcony, under any overhanging portion, or within ten feet (three meters) of any structure.
14. **Trash Policy:**
  - a. All garbage shall be disposed of in secured bags, then deposited in dumpsters at locations designated for such purpose.
  - b. Metal objects, such as carts, broken appliances, etc., are not to be placed in the dumpsters.

- c. Large objects such as old furniture, mattresses and bicycles are not to be placed in the dumpsters.
  - d. Each unit Owner, Tenant, or Occupant is responsible for disposing large and bulky items at a city dump or by making arrangements with Management to coordinate with the City and County of Honolulu's Refuse Division, to remove the items from an off-property location. Failure to comply with the Bulk-Refuse Removal instructions shall result in a One Hundred Dollar (\$100.00) fine.
  - e. All cartons and boxes must be flattened before placement in dumpsters.
  - f. All contractors or vendors providing renovation services to any unit shall remove and dispose of all materials off property to a proper disposal site.
15. Solicitation or canvassing shall NOT be allowed on the Project at any time. This rule does not apply to solicitation of proxies or the distribution of Association matters.
16. Furniture placed by the Association in any Common Area is for use in that specific area and shall not be removed or relocated.
17. Window coverings, curtains, and drapes shall be white and hang at full length at all times with appropriate tie-backs when viewed from the outside. Draperies or curtains with separate linings may be in any color so long as the lining is white when viewed from the outside of the unit. No Occupant may use bed sheets, towels, or similar items as drapes or cover windows with newspaper or aluminum foil. All window coverings shall be kept in good condition at all times.
18. Unit Owners are responsible for any and all damage to the Common Areas and Limited Common Areas caused by their Tenants, Occupants, Guests and Business Invitees.
19. Unauthorized signage shall NOT be displayed on MVP property, including signs on vehicle windows, unit windows or doors. Failure to comply with this section shall result in a fine of Fifty Dollars (\$50.00). An exception will be a single "For Sale" sign (8.5" x 11") displayed per vehicle, on the inside. The vehicle for sale is subject to all other rules for vehicles kept on the Project.
20. No flammable liquids, such as gasoline, kerosene, naphtha, other explosives and/or other articles deemed dangerous to life, limb or property shall be brought onto the property or stored in any building.
21. No flashing lights, neon lights, spotlights, or exterior lights that cause glare on the Common Areas and Limited Common Areas shall be installed. No exterior whistles, bells, horns or other sound devices (except those required for the security of the Project or vehicle alarms and horns used in the normal operation of motor vehicles) shall be allowed or used on the Project. Any vehicle alarm which sounds continuously for more than two (2) minutes shall be considered a nuisance and subject to a Fifty Dollar (\$50.00) fine for the first offense, and which shall be doubled for any subsequent occurrence(s), which may result in denial of use of the Recreation Areas for thirty (30) days.

22. No waterbeds of any nature shall be allowed in any unit without prior written approval of the Board. Any Owner or Occupant of a unit 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.
23. Abuse in the form of interference, verbal threat, harassment, or any physical threat or contact directed at any Association employee, agent, Board members, their families, or Association contractors will result in a One Hundred Dollar (\$100.00) fine.
24. Owners shall be responsible for any and all costs incurred by the Association for damage caused to the Common Elements caused by the Owner and their Tenants, Occupants, Guests and Business Invitees.
25. Employees working at Makaha Valley Plantation are not permitted to live on the premises without the express permission from the Board. Employees and their family members are prohibited from using the Common Areas, including but not limited to, the recreational and laundry facilities for personal use, except when visiting the Project as a Guest of an Occupant. Employees who have been given express permission of the Board to live on premises shall have the same privileges as any other Occupant.
26. The Common Areas, including but not limited to the recreational facilities, laundry facilities, and designated parking spaces are for use by Occupants, their family members, and Guests. Non-occupant Owners release all privileges to their Tenant(s) and shall be prohibited from using the Common Areas, including but not limited to the recreational facilities, laundry facilities, and designated parking spaces, unless they are Guests of an Occupant.
27. The Association, its employees, and Management shall not be liable for loss or damage to packages, deliveries, or other personal property placed, left at, outside of, or about the units, the Common Areas, or the Limited Common Areas.
28. **Smoking on the Common Areas and Limited Common Areas is prohibited** (see page 3 of these House Rules), including but not limited to, in the parking garage, corridors, stairwells, tennis and basketball courts, in or near the pools and all associated areas, except for those surrounding the Barbecues.
29. Climbing on/over/under fences, trees, washhouses, boulders, trellis, and under units is prohibited. Playing on/in/around or climbing over dumpsters is prohibited.
30. Gross misuse of water during the car wash process is prohibited.
31. All Owners and Occupants must comply with the Association's **Front Door Camera Installation and Usage Policy**, attached hereto as Attachment "1". Owner/Occupant-installed cameras and camera systems not in compliance with the Front Door Camera Installation and Usage Policy shall be subject to fines in accordance with Section O. below.
32. The unauthorized and intrusive photography and/or video recording of individuals using

the Project may be deemed harassment, subject to the Board's discretion. If a person's actions are deemed harassment by the Board, the individual and/or respective unit Owner may be subject to fines in accordance with Section O. below and their use of the Recreation Areas may be suspended.

**F. VEHICLES AND PARKING AREAS**

1. All vehicles on the Project must be registered with the MVP Office and display an MVP vehicular pass while on the Project.
2. Vehicular passes 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.
3. Occupants shall complete a **Vehicle Registration Form** prior to the issuance of a **Residential Vehicle Pass**. Management may require and inspect the following prior to the issuance of a Residential 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 levels shall comply with the Association's noise standards, as established.
  - 6) No evidence of oil or acid leakage from vehicles.
  - 7) All exterior lights and turn signals of vehicles shall be in working condition.
  - 8) The vehicle shall be in a good and safe operating condition; and modified vehicles shall display a State-authorized Alteration Inspection Sticker.
4. Residential Vehicle Passes shall only be issued to Occupants of the Project.
5. Upon entering the Project, 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 the Project. When operating any vehicle on the Project, or when vehicle is being washed, cleaned, or maintained, the same noise-emission standard shall apply.
6. Vehicle Parking
  - a. Occupants shall not use any parking spaces other than the space or spaces assigned to their unit. 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 unit 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. Parking in refuse/dumpster areas shall be for bicycles, mopeds, and motorcycles only. All other vehicles are prohibited.
  - c. 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 MVP 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.
  - d. Rental rates shall be established by the Board and may be modified from time to time. 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.
  - e. Stalls shall be rented only on a monthly basis.
7. The vehicle speed limit on the Project is ten (10) miles per hour. No vehicle may pass another vehicle in motion, proceeding in the same direction unless directed by Security personnel.
  8. Security shall direct all Business Invitees and Guests to appropriate parking spaces.
  9. 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 only in the direction of the traffic flow.
  10. Unless other specific arrangements have been made with Management/Security in advance, Guests shall park in Guest spaces only.
  11. Vehicles shall not be permitted to: deteriorate in appearance, be placed on blocks, stands or jacks, or abandoned while on the Project. Such vehicles shall be towed at the direction of Management and at the vehicle owner's expense. Violations of this provision shall also result in a One Hundred Dollar (\$100.00) fine assessed to the responsible unit Owner.
  12. Washing of vehicles on the Project shall only be done by Occupants of the Project and accomplished only in the designated car wash area, located adjacent to the Maintenance building. The car wash area shall be thoroughly cleaned by the user, subsequent to use. Hoses will not be provided. Occupants must supply their own hoses and they must be equipped with an auto shut-off nozzle. Use of the car wash area will be between the hours

of 7:00 a.m. and 7:00 p.m.

13. Only waxing and polishing shall be permitted in an Occupant's assigned stall. Automotive repairs, changing oil, flushing of radiators, painting or bodywork are strictly prohibited on the Project.
14. Vehicles that drip oil, grease, battery acid, transmission fluid, etc., shall be removed from the Project by the vehicle owner/operator immediately upon notification by Management. Failure to remove said vehicle shall result in the vehicle being towed from the Project at the vehicle owner's expense. Said vehicle will be denied re-entry onto the Project 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 violator and to the responsible Owner who shall correct such damage within seven (7) days. Owner(s) shall be responsible for any and all costs incurred by the Association resulting from vehicle fluids leaking onto the asphalt.
15. Bicycles and mopeds may be permitted on the Project 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 valid City and County registration, as required by State statutes. Bicycles may be ridden to and from the main gate.
16. Vehicles such as, but not limited to, trailers, oversized vehicles, containers, or moving vans are prohibited on the Project (except during move-in and move-out, with prior approval from Management).
17. 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.
18. 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 Dollars (\$50.00). Should a vehicle owner violate any one or more of these rules, the Board reserves the right to revoke the Occupant's privileges for thirty (30) days or more.
19. Driving the wrong way, against traffic arrows is strictly prohibited.

#### **G. NOISE**

1. No person shall make or permit to be made in the buildings or on the Project, any noise that unreasonably 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, including noise from the revving of engines, or by damaged or missing mufflers. Horns shall be used for emergency purposes only. Management and the

Association's Security Personnel are authorized by the Board to monitor and cite offenders and/or the responsible unit Owner. Repeat offenses shall result in appropriate Board action against the offender and/or Owner. Unit Owners shall be responsible for all fines incurred by their Tenants, family members, and Guests. Monetary fines shall be levied against the unit Owner.

2. Owner(s)' contractors and Association personnel making repairs or alterations shall be considerate of other Occupants of the Project. Repairs and/or maintenance to units (except emergency repairs), buildings or grounds shall not be allowed on the Project before 8:00 a.m. and shall cease by 7:00 p.m., Monday through Friday, with Saturday and Sunday hours limited to 10:00 a.m. to 4:00 p.m. 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.
4. Quiet hours are between 9:00 p.m. to 8:00 a.m. These House Rules will be enforced at all times, and special care shall be taken by all persons to refrain from making any loud noises.

#### **H. BUILDING AND LANDSCAPE MODIFICATIONS**

1. No structural changes of any type shall be permitted either within or without a unit without prior written approval of the Board. Notwithstanding anything to the contrary contained in the Declaration, the Bylaws, or the House Rules, disabled persons may submit request for a reasonable accommodation or modification pursuant to **Section P** below.
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. Owner(s) must obtain prior written approval by Management prior to the installation of unit entry screen doors. Screen doors must be black in color. Any screen doors installed prior to 08/15/07 that are good repair and appearance shall be grandfathered in, but all replacements must meet with the requirements of the current policy. Screen doors 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 Elements, nor shall the existing landscaping be trimmed, cut, or removed by any unauthorized person. Any Occupant may pick fruit within "arm's reach". No ladder, pole, or other tool may be

used to harvest fruit, except by the Association's maintenance or landscape workers. Climbing of trees, except for maintenance by the Association's maintenance or landscape workers, 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 Project.

7. Owner(s) must obtain the prior written approval by the Board before installing any ceramic tile or wood flooring. Documentation of notice to neighboring units must be included with the Owner's request.

## **I. ANIMALS**

1. Animals shall be registered with Management prior to the animal moving into the Project, and the animal's owner must submit a non-refundable Ten Dollar (\$10.00) payment for registration, except for assistance animals described in Section P.3, below. Such registration shall include proof of liability insurance, current shot records, current licensing or microchip (if applicable), and a photo of the animal. If the Occupant is not the unit Owner, the Occupant must obtain the signed written consent of the unit Owner to keep the animal in the unit. Cats and dogs must wear an identification tag at all times.
2. Except for assistance animals described in Section P.3, below, animal owners shall procure, at their sole cost and expense, and keep current during the entire period that the animal is kept on the Project, a General Liability policy covering liability arising out of the animal being kept on the Project. Such insurance shall have minimum limits for each incident:
  - a. Cats and Dogs: \$300,000
  - b. Other Coverage: \$50,000
3. Unit Owners and animal owners shall be responsible for any excessive noise made by their animal. Any animal which (i) makes noise continuously or incessantly, or both, for a period of 10 minutes or intermittently for one-half hour or more to the disturbance of any person at any time of day or night and regardless of whether the animal, is physically situated in or upon private property; (ii) barks, whines, howls, crows, cries, or makes any other unreasonable noise as described in § 12-2.4(c), Hawaii Administrative Rules; or (iii) notwithstanding the provisions of HRS § 142-75 or any other applicable law, bites or stings a person, shall constitute an animal nuisance. Any pet causing a nuisance or unreasonable disturbance to any other occupant of the Project may be permanently removed therefrom promptly upon notice given by the Managing Agent, acting on behalf of the Board.
4. Animals that may not legally be imported to the State are strictly prohibited.
5. Any non-owner Occupant must obtain the prior written consent of the unit Owner before keeping an animal on the Project, and such written consent shall be filed with Management.
6. Animals in transit may be walked to and from units and out of the front entrance and must be carried or on a leash no more than four (4) feet in length. Animal owner(s) are required

to have a baggie or waste bag with them and shall be responsible for cleaning up after their animal.

7. Except as stated above, all animals must be kept within the unit and shall not be left unattended on the lanai or any part of the Common Elements or the Limited Common Elements.
8. Except for assistance animals described in Section P.3, below, no Business Invitees or Guests shall be permitted to bring animals onto the Project.
9. Animals shall not be kept, bred, or used for any commercial purpose.
10. No animal defined as a "pest" under HRS § 150A-2, or prohibited from importation under HRS § 141-2, § 150A-5, or § 150A-6, may be kept on the Project.
11. Animal owners and the respective unit Owner(s) are responsible for any damage to the Common Elements caused by their animal. Any damage caused by cleaning chemicals or other such materials used in an attempt to remedy said damage are also the full responsibility of the animal's owner and the respective unit Owner.
12. Animal litter shall NOT be discarded in toilets and shall be discarded into securely tied bags in the trash containers.
13. Litter containers shall NOT be allowed on the lanais. Failure to comply shall result in a One Hundred Dollar (\$100.00) fine per litter container.
14. Animal doors are prohibited.
15. Any animal causing a nuisance or unreasonable disturbance or which shall be considered dangerous or exhibit an aggressive behavior to any other occupant of the Project shall be immediately and permanently removed from the premises upon notice given by the Board or Management in the name of the Board. If the animal is an assistance animal described in Section P.3, below, the assistance animal must be removed if the animal poses a direct threat to the health and safety of others and the animal's owner or handler takes no effective action to control the animal so that the threat is mitigated or eliminated.
16. 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.
17. Tampering with animal cages/traps is subject to a fine. A repair fee will be levied if any cage is damaged.

**J. UNIT RENTALS, SALES, KEYS, AND MOVING**

1. All persons doing business as rental agents at the Project 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 Association rules and regulations.

2. Open House showings are limited to the hours of 1:00 p.m. to 5:00 p.m., Saturdays and Sundays. Real Estate Brokers shall be allowed a special Open House for Agents on Wednesdays from 10:00 a.m. until 2:00 p.m., with prior approval of Management. Only one (1) Open House sign is allowed, and the sign shall be placed on the ground immediately in front of the unit for sale. No other signs on the Common Elements are allowed.
3. Any unit Owner or agent who intends to hold an Open House and/or have a unit for sale shall notify Management of that intent no later than Noon (12:00 Noon) on the Friday **before** the Open House. The Association's Security Personnel do not have the authority to approve holding an Open House.
4. Association employees or Security Personnel shall not hold, retain, or keep unit or vehicle keys or lock box codes at any time. In the event of lockout, Owner(s) and Occupants shall be responsible for contacting a locksmith to regain entry to their unit.
5. Persons moving in or out of the Project 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 8:00 a.m. to 7:00 p.m., Monday to Friday, and 10:00 a.m. to 4:00 p.m., Saturday and Sunday.

#### **K. RECREATION AREAS**

1. The Project's lawns, parking areas, driveways, roadways, laundry rooms, stairways, sidewalks, landings, and under buildings are not recreation areas, and any games or horseplay of any kind in those areas is strictly prohibited. The use of roller blade/skates, scooters, roller shoes, and electronic controlled devices (e.g., remote-controlled airplanes, cars, drones, etc.) is expressly prohibited on the Project.
2. Use of the recreation areas shall be limited to Occupants and their Guests. Non-occupants shall not use the recreation areas unless accompanied by an Occupant.
3. The consumption of alcoholic beverages in the Common Elements or Limited Common Elements is prohibited, except in the immediate vicinity of the Barbecue and Pool/Cabana areas. Under-age drinking is not tolerated on the Project.

#### **L. POOL AREA RULES: POOL HOURS: MONDAY-SUNDAY - 9:00 A.M. TO 9:00 P.M. AT THE ALA MAHIKU POOL & 9:00 A.M. TO 10:00 A.M. AT THE KIANA POOL.**

1. The Pool areas are for the exclusive use of Occupants and their Guests. Guests are limited to four (4) per unit without prior approval by Management.
2. Access to the pool shall be restricted to Occupants and their guests. An Occupant's family members and/or guests found in the Pool/Cabana area shall be presumed to be there with the full knowledge and consent of the Occupant. Family members and Guests must be accompanied by the respective Occupant at all times while using the Pool/Cabana area. Owners and Occupants shall be responsible for the health and safety of themselves, their

family members, and Guests who use the Pool/Cabana Area and for ensuring compliance with all rules and regulations governing the Project. Unit Owners are financially responsible for any damages or destruction caused by themselves, their unit's Occupants, Tenants or Guests. **No Lifeguard will be on duty.** Individuals use the swimming pool, Jacuzzi and Sauna at their own risk. Any infraction of Pool Rules may result in a Fifty Dollar (\$50.00) fine.

3. All policies shall be age neutral and applied to all persons equally.
4. Owners and Occupants must ensure that family members and Guests who are non-swimmers or weak swimmers are accompanied at all times by someone who can ensure their safety. In particular, a child under the age of twelve (12) should be accompanied by an adult when using the pool, 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.
5. Anyone who may be adversely affected by heat or humidity of the Jacuzzi or Sauna, including elderly persons, pregnant women, infants, young children, and those suffering from heart disease, diabetes, or low blood pressure or any chronic health problems should not enter the Jacuzzi or Sauna except under the advice of a physician. Those persons should be accompanied by someone who can ensure their safety when using the facilities.
6. Both pools will observe "Quiet Time Swimming" after 6:00 p.m.
7. Appropriate swimwear must be worn by all persons entering the pool. Persons who are incontinent or not toilet-trained shall not use the swimming pool unless they wear pants which prevent leaks. Appropriate pants are swim diapers. A swim diaper is not a typical diaper; it is a tight-fitting nylon or latex alternative for a typical diaper. Typical disposable or cloth diapers are not permitted in the swimming pool. All costs of decontaminating the Pool or Jacuzzi in the event of "accidents" shall be borne by the Owner of the unit 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.
8. Showering is required before entering the Pool and/or Jacuzzi. All suntan oil, dirt, and other such materials must be removed before entering the Pool and/or Jacuzzi.
9. People who have open sores, wounds, or communicable diseases are not allowed in the swimming pool.
10. 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.
11. No glass containers or articles made of glass are permitted in the Pool/Cabana Area, except in the Barbecue Area. Any person who violates this Rule will be fined Fifty Dollars (\$50.00).
12. Food and/or beverages, including alcoholic beverages of any sort, are prohibited in or

around the perimeter of the Pool.

13. Pushing, running, jumping, diving, scuffling, shouting and yelling are prohibited in the Pool/Cabana Area.
14. Spitting, spouting of water, discharge of any bodily fluid in the Pool, or excessive splashing are expressly prohibited.
15. Climbing on or over the Pool Area walls or fence is prohibited. Occupants risk having their access privileges to the Recreation Areas revoked for a time determined by the Board.
16. 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.
17. 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., is acceptable. At times during heavy use of the Pool, Security may temporarily prohibit the use of these items in the interest of safety.
18. 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.
19. Only acceptable swimwear will be allowed in the Pool. Unhemmed cut-offs, or any swimwear, which may fray and clog pool filters are prohibited. Only white T-shirts are allowed, as in-pool swimwear in addition to appropriate, normal swimwear.
20. Furniture purchased and installed by the Association in the Recreation Areas shall not be removed, damaged, or misused, including thrown into the pool. Violators of this section shall be subject to fines of Fifty Dollars (\$50.00) and access to Recreation Areas may be suspended for a time determined by the Board.
21. Users of the pool area are responsible for removal of all personal items brought into the area by them, including towels, books and magazines. All trash must be deposited into the trash receptacles.
22. The use of radios, TVs, tape/CD players, stereo equipment, etc., except when used with headphones, is prohibited in the pool area.
23. Cabana Reservations: Reservations for the use of the Cabana Areas shall be made by a registered Occupant only. Reservation for the Cabana shall include only one (1) grill in the Barbeque Area. The second grill will be left for other residents to use on a first come, first served 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 Dollars (\$100.00). The deposit may 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.

24. 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.
25. Reservation Hours shall be allowed between 10:00 a.m. and 6:00 p.m. A Cabana reservation shall not exceed three (3) hours in length.
26. A 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 at the vehicle owner's expense. Owners/Occupants who fail to comply with this provision shall be subject to the fining policy set forth below.
27. The clean-up of the Cabana used 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.
28. No animals are allowed in the Pool Areas except for assistance animals, which are permitted in the Pool Areas. All animals are prohibited from entering the Pool or Jacuzzi water.
29. Smoking is not allowed in the Pool Areas.

**M. TENNIS COURT RULES: *TENNIS COURT HOURS: MONDAY-SUNDAY 9:00 A.M. TO 9:00 P.M.***

1. The tennis court is for the exclusive use of registered Occupants and their Guests.
2. Absolutely no food or beverages shall be allowed on the court, with the exception of water in a plastic container.
3. Occupants 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 (1) hour.
4. 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.
5. No skateboards, roller blades/skates, scooters, or bicycles are allowed on the Court.
6. The Court will be closed if the playing surface is wet or standing water of any kind is visible.
7. Court participants shall wear appropriate non-marking shoes at all times. (No slippers shall be worn on the Tennis Court).
8. No glass containers, alcoholic beverages or food shall be allowed within the Court area, which is defined by the perimeter fence.

9. Inappropriate behavior, including yelling, swearing, howling, or abuse of the Court shall be cause for the cessation of play by either Management or Security. Violations of this provision may result in loss of future use of Court time, as determined by the Board and/or fines pursuant to the Association's fining policy below.

**N. BASKETBALL COURT OPERATING RULES: *HOURS OF OPERATION ARE FROM 10:00 A.M. TO 6:00 P.M.***

1. Period of play by reservation shall be for one (1) hour blocks.
2. Reservations shall be made in advance with Management by 5:00 p.m. for Saturday or Sunday play.
3. Court reservations must be made by Occupants of the Project.
4. The Occupant shall be on the Court and present at all times.
5. Court is for basketball and volleyball play, without exception.
6. Maximum number of participants on the Court shall be ten (10) persons, regardless of age.
7. Each Occupant using the Court shall read and sign these Rules when reserving the Court.
8. Court participants shall wear appropriate non-marking shoes at all times. (No slippers shall be worn on the Basketball Court.)
9. No glass containers, alcoholic beverages or food shall be allowed within the Court area, which is defined by the perimeter fence.
10. Inappropriate behavior, including yelling, swearing, howling or abuse of the Court shall be cause for the cessation of play by either Management or Security. Violations of this provision may result in loss of future use of Court time, as determined by the Board and/or a monetary fine in accordance with the Association's fining policy below.
11. The Occupant is allowed to have no more than two (2) basketballs on the Court at any time.
12. The Court will be closed if the playing surface is wet or standing water of any kind is present.

**O. FINES AND PENALTIES**

**1. Citations:**

The Board delegates primary enforcement responsibility to Management. If it is determined that a violation of the Governing Documents has occurred, Management or an officer of the Association shall deliver a written notice of violation ("citation") to the unit Owner and the violator (if the violator is other than the Owner), notifying them of the violation. Each citation issued shall briefly describe the nature of the violation; date of the violation; unit number; proposed sanction, if any, to be imposed; and name of parties

involved, if known.

The citation shall also inform the unit Owner and/or violator of: (i) the right to appeal the proposed sanction to the Board; (ii) the timetable for appeal, pursuant to Section 4, below; and (iii) the right to seek mediation of the fines or sanction pursuant to Section 514B-146, HRS.

A citation delivered to the unit Owner and/or violator by first-class mail shall be deemed to have been delivered three (3) days after the postmark date of mailing.

## 2. **Fine System:**

If the House Rules provide an immediate fine for the violation that occurred, then the Board or Managing Agent shall impose a fine in the amount provided in the House Rules. Otherwise, if the Board or Managing Agent determines that a violation may warrant a fine, the citation or a subsequent notice shall be issued to the unit Owner and violator (if the violator is not an owner) informing them of the amount of the proposed fine.

Except as otherwise provided in this resolution and in the House Rules, citations and fines shall be issued and imposed as follows:

- **First Citation** - The first written citation shall grant not less than ten (10) days from delivery of the notice to rectify the violation but shall not include any fine.
- **Second Citation** - Should the violation not be corrected within ten (10) days, a second written citation shall be delivered pursuant to Section 1 above, imposing a fine of **\$50.00**. The second citation shall give ten (10) days from the delivery of the notice to correct the violation.
- **Third Citation** - Should the violation not be corrected within the ten (10) days given in the second citation, a third written citation shall be delivered pursuant to Section 1, above, imposing a fine of **\$100.00**. The third citation shall give ten (10) days from the delivery of the notice to correct the violation.
- **Subsequent Citations** - Should the violation continue to exist after ten (10) days from the delivery of the third citation, the Board may deliver a written citation and impose additional fines of **\$100.00**.

Regardless of the schedule above, any action which in the opinion of the Board creates a hazard, hardship, danger, or harm to residents of the Project will result in a citation and an immediate **\$500.00** fine assessed against the unit Owner, unless a higher fine is stated in the House Rules for the action. The Association shall also hold the unit Owner responsible for the payment to the Association of any additional expenses incurred in connection with any damages caused by the violation. The Board also reserves the right to immediately enjoin, abate, or remedy by appropriate legal proceedings any violation of the Governing Documents that may impair or in any way affect the value or safety of the Project or the use, enjoyment, safety, or health of any unit resident. The Board may also seek the eviction of the persons responsible if they are tenants.

Note: A violation which has not been corrected within ten (10) days of the date of the citation will be considered another violation and subject to another citation and a fine. Second, third, fourth, and subsequent offenses shall only be for a violation of the same provision. Violations stay on record for one (1) year. A violation that is twelve (12) months old shall be removed from a unit Owner's record and shall not be used in calculating fines for subsequent violations. Fines on a unit Owner's record will also reset whenever a new tenant moves into the unit and submits a completed registration form.

### 3. **Payment of Fines and Liability**

Unit Owners shall be liable for their own fines and for fines assessed against their tenants, guests, family members, agents, employees, contractors, etc. A fine must be paid to the Association via its Managing Agent/Management Company within thirty (30) days of the assessment of the fine or a final decision on appeal. A fine shall be deemed a specific assessment chargeable against the Owner's unit in the same manner as a common expense. If the Owner fails to pay or appeal a fine within thirty (30) days after the fine is assessed, the fine shall be deemed a common expense chargeable against the Owner's unit.

Pursuant to Article VI, Section 1(c) of the Bylaws, if a unit Owner(s) fails to pay his or her assessment within ten (10) days after the due date, the Association may also assess the Owner a late fee of \$10.00 for each such failure and all delinquent assessments shall bear interest at the rate of one percent (1%) per month from the assessment due date.

### 4. **Appeals**

Any citation or fine may be appealed as provided in this Section 4:

- a. A unit Owner, Occupant, or other violator may contest a sanction or fine by filing an appeal in writing to the Board through the Managing Agent within thirty (30) days of receipt of the citation, in accordance with this section and HRS § 514B-104(a)(11).
- b. The appeal must contain a copy of the citation and a statement of the facts. Owners or violators are strongly encouraged to include in their appeal: (1) an explanation of the position of the person filing the appeal; (2) the names and addresses of witnesses; (3) written statements from the witnesses; and (4) copies of proposed exhibits. At a hearing on the appeal pursuant to Section O.5, below, the Board may limit the amount of time the Owner or violator may have to present information.
- c. Failure of the Owner or violator to appeal within thirty (30) days of receipt of the citation shall result in the automatic imposition of the sanction or fine, if any, in the amount proposed in the citation and shall constitute a waiver of the right to a hearing and a loss of the right to contest the decision of the Board.
- d. Pending an appeal to the Board, an Owner need not pay a fine and no lien shall be imposed on an Owner's unit; however, unless the Board votes to reduce, suspend, or cancel a citation or fine, filing a notice of appeal shall not halt the

accrual of any ongoing late fees or fines imposed for the offense which is the subject of the appeal.

- e. An Owner who contests a fine may also request a written statement of the amounts due and request mediation within thirty (30) days from the date of such statement, as outlined in more detail in Section 514B-146, HRS. The Owner may also request arbitration pursuant to Section 514B-162, HRS. The Owner shall initiate the process and shall notify the Association's Managing Agent in writing of the mediation demand or request for arbitration.

## 5. **Hearings**

- a. Hearings on appeals are held before the Board. Upon receipt of a timely appeal, the Board shall inform the unit Owner and the appellant (if other than the unit Owner) of the date, time, and location of the hearing. All hearings must be scheduled within ninety (90) days after the appeal has been filed. The Board may continue the hearing in its sole discretion. The unit Owner and/or appellant may, but are not required to, present information in person or in writing.
- b. Procedure during the Hearing. At the hearing, the Board shall review the facts on which the sanction or fine was based and allow the Owner and/or appellant to present any defenses to the claim in writing or orally.
- c. Decision. The Board may reduce, suspend, or cancel any sanction or fine after considering the evidence presented at the hearing. The Board shall deliver a written decision to the Owner and/or appellant within twenty (20) days after the hearing. If the Board votes to affirm the fine in whole or in part, the balance of the amount due shall be remitted by the unit Owner in full within seven (7) days of the date that the Owner is notified of the decision, unless contested pursuant to Section O.4, above. If the Board votes to cancel the fine, the fine shall be rescinded.

## 6. **Alternative Dispute Resolution**

In addition to the imposition of sanctions or fines, the Board may also take legal action to enforce the Governing Documents, at the Owner's expense. Any party may request mediation or arbitration pursuant to HRS Chapter 514B.

7. NOTHING CONTAINED IN THESE HOUSE RULES SHALL BE INTERPRETED TO PREVENT OR DELAY THE BOARD, MANAGING AGENT, OR GENERAL MANAGER FROM IMMEDIATELY ENJOINING, ABATING, REMOVING, OR REMEDYING - THROUGH AUTOMATIC FINES, LEGAL ACTION, OR ANY OTHER MEANS - ANY VIOLATION OR BREACH WHICH MAY IMPAIR OR IN ANY WAY AFFECT THE VALUE OR SAFETY OF THE PROJECT OR THE USE, ENJOYMENT, SAFETY OR HEALTH OF ANY UNIT OCCUPANT.

**P. NON-DISCRIMINATION POLICY**

Pursuant to HRS Chapter 515, Title VIII of the Civil Rights Acts of 1968 as amended by the Fair Housing Amendments of 1988, and our non-discrimination policy, the Association and its Board do not discriminate on the basis of race, sex (including gender identity or expression and sexual orientation), color, religion, marital status, familial status, ancestry, disability, age or HIV (human immunodeficiency virus infection) in housing or real estate transactions. It is our policy to extend to all individuals the full and equal enjoyment of the advantages, facilities, privileges and services consistent with HRS Chapter 515 and the Federal Fair Housing Act.

When providing services and facilities or enforcing the rules at the Project, the Association will not allow discrimination, except as permitted by law. In particular, the Association will not treat any person unequally:

1. In granting or withholding any approval or consent required under the Association's rules.
2. In enforcing requirements of the Association rules about occupancy restrictions or use of the recreational facilities which might unlawfully restrict families with children.
3. In connection with requests of disabled Occupants or visitors of the Project to have guide dogs, signal dogs, or other animals required because of the Occupant's or visitor's disability; except that if the animals become a nuisance to others they will not be permitted at the Project and will have to be removed.
4. In processing requests of disabled occupants to: (i) make reasonable modifications to a unit or the common areas at their own expense; and (ii) have reasonable exemptions from requirements of the Association rules, to enable those Occupants to have full use and enjoyment of the Project.

The Board will suspend any requirement of the Association rules which, if enforced, could result in unlawful discrimination. If, however, an Occupant of the Project or a visitor is requesting: an animal; modifications to a unit or the Project; or an exemption from the rules because of a disability, the Association may require written confirmation of the disability from a physician or other qualified person, including a statement from the physician or other qualified person as to the reasonable accommodation which is being requested. Please contact the Managing Agent if you have any questions.

## **Q. POLICY AGAINST HARASSMENT**

The Association seeks to promote reasonable use and enjoyment of the Project without discrimination or harassment because of one's race, sex (including gender identity or expression), sexual orientation, color, religion, marital status, familial status, ancestry, disability, age, HIV infection, national origin, or handicapped status, or any other grounds protected under state and federal fair housing laws, regulations, and/or applicable executive orders.

Any incident of discrimination or harassment should be reported to the Managing Agent or any officer of the Association. The Association will make every effort to promptly investigate any allegations of discrimination or harassment in as confidential a manner as possible and to take appropriate corrective action if warranted.

A person should call the police if the person fears for his or her safety. The person may also seek a Temporary Restraining Order ("TRO") with the appropriate court. After the TRO has been obtained, the person can call the police if the harassing conduct happens again.

One aspect of our policy requires particular clarification: our prohibition against any form of sexual harassment. We have listed below examples of conduct that are prohibited as well as outlined procedures for addressing any complaints of sexual harassment that may arise.

Sexual harassment may include unwelcome sexual advances, requests for sexual favors, and any other verbal, visual or physical conduct of a sexual nature. Sexual harassment also may include unwelcome sexual flirtations or propositions, verbal abuse of a sexual nature, subtle pressure or requests for sexual activities, unnecessary touching of an individual, graphic or verbal commentaries about an individual's body, sexually degrading words used to describe an individual, a display of sexually suggestive objects or pictures in the workplace, sexually explicit or offensive jokes, or physical assault.

Any Occupant or employee who feels a target of sexual harassment, including but not limited to any of the conduct listed above, by an Association employee, vendor, or director should bring the matter to the immediate attention of the Managing Agent or an Officer of the Board. As an alternative, the Occupant may contact any other member of the Board. Every effort will be made to promptly investigate all allegations of harassment in as confidential a manner as possible and take appropriate corrective action if warranted.

The Association expressly prohibits and does not condone any form of retaliation against any individual who has complained of harassment, cooperated with the investigation of a complaint, or acted as a witness during the investigation of a complaint.

## **Attachment "1"**

### **Association of Apartment Owners of Makaha Valley Plantation Front Door Camera Installation and Usage Policy Effective Date: September 9, 2025**

#### **Purpose**

The Association of Apartment Owners of Makaha Valley Plantation (the "Association") acknowledges the importance of security and residents' desire to install cameras, including Ring cameras or similar devices, specifically on the front door of their units. This policy outlines guidelines and expectations for the installation and usage of such devices to ensure they align with the community's values and privacy standards.

#### **Policy Statement**

##### **Prior Approval Requirement:**

Residents seeking to install cameras, including Ring, Blink, and Arlo cameras or similar devices, specifically on the front door of their units, must obtain prior written approval from the Board of Directors (the "Board") before proceeding with any such installations.

##### **Front Door Placement:**

Cameras may only be installed on the front door of the resident's unit and at least four (4) feet above the ground. Cameras shall be positioned so as not to willfully intrude on any owner's property or privacy. Residents are responsible for ensuring that the cameras do not face directly into the entrance of another unit across the hallway or any other common area. The primary objective is to maintain privacy and personal space for all residents.

##### **Privacy Considerations:**

Cameras shall record video only. Residents are prohibited from recording conversations taking place on adjoining common elements and within the units of neighboring residents.

##### **Notification:**

Upon receiving board approval, Makaha Valley Plantation management will promptly inform the unit owner(s) of the units located within the stack and adjacent stacks, as necessary, to ensure they are aware of the presence of cameras on their neighbor's front door. This notification is particularly important if the camera installed includes audio and/or video recording capabilities. Our aim is to foster transparency and maintain a respectful living environment within the community.

##### **House Rules and Policies:**

The Board retains the right to establish additional house rules or policies related to the installation and usage of front door cameras within the community. These rules and policies will be communicated to residents as necessary and should be adhered to accordingly.

**Removal of Unauthorized Devices:**

Unauthorized camera installations that do not conform to this policy may be subject to removal at the owner's expense, as determined by the Board.

**Compliance and Enforcement:**

Failure to comply with this Front Door Camera Installation and Usage Policy may result in actions taken by the Board in accordance with the Association's governing documents and applicable laws.

**Review and Amendments:**

The Board will periodically review this policy to ensure its effectiveness and alignment with the needs and values of the community. Amendments or revisions to this policy may be made by the Board as deemed necessary.

**Acknowledgment:**

I, [\_\_\_\_\_], resident of Apartment [\_\_\_\_\_] at Makaha Valley Plantation, have read, understood, and hereby agree to abide by the provisions of the Front Door Camera Installation and Usage Policy, effective as of September 9, 2025. I acknowledge that my compliance with this policy is essential to maintaining the privacy and well-being of the community.

Resident's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Board Approval Signature: Daveyn Kaalua  Date: September 9, 2025