

KONA MAKAI

HOUSE RULES AND REGULATIONS

Effective: September 1, 2010

The purpose of these Rules and Regulations is to promote the harmonious occupancy of the condominium apartments and to protect all occupants from annoyance and nuisance caused by improper use of the condominium apartments and also to protect the reputation and desirability thereof by providing maximum enjoyment of the premises.

All occupants, tenants and their guests shall be bound by these rules and standards of reasonable conduct whether covered by these rules or not.

I. OCCUPANCY

1. An apartment shall be used only as a residence and shall not be used for business or other purposes.
2. Apartment owners/occupants shall be responsible for the conduct of their guests at all times, ensuring that their behavior is not offensive to any portion of the common elements. Corridors, stairways, and parking areas shall not be used as play areas.
3. No livestock, poultry, rabbits or other animals whatsoever shall be allowed or kept in any part of the project, except that dogs, cats and other small household pets, in reasonable number, may be kept by the apartment owners and occupants in their respective apartments, with the prior written approval of the Board of Directors. A pet that is approved to be kept by an apartment owner or occupant in their respective apartment with the prior written approval by the Board shall not be kept, bred or used therein for any commercial purpose nor be allowed on any common elements except in transit when carried or on a leash. Any pet causing a nuisance or unreasonable disturbance to any other occupant of the project shall be subject to permanent removal upon notice given by the Board of Directors or Managing Agent. All pets must be registered immediately upon arrival with the Resident Manager.
4. Every apartment owner and occupant shall, at all times, keep his apartment in a strictly clean and sanitary condition and observe and perform all laws, ordinances, rules and regulations now or hereafter made by any governmental authority or the Association for the time being applicable to the use of the project.
5. Maximum occupancy to be as follows:
 - One bedroom – 4 persons
 - One bedroom with loft – 6 persons
 - Two bedrooms – 6 persons
 - Two bedrooms with loft – 8 persons.

II. TEMPORARY OCCUPANCY

1. Owners shall be responsible for designating a local agent to represent their interest, particularly with respect to rental, if their residence is outside of Hawaii or if they will be absent from the apartment for more than 30 days. Such owners shall file their address, telephone number and that of their agent with the Manager.

2. Subject to the terms of the condominium conveyance document and the By-Laws of the Association, an apartment owner, or his designated agent, may lease or rent his apartment or make it available for the use of friends or public, but the person or persons leasing, renting or living in the apartment shall abide by all Rules and Regulations applicable for owners, and the owner or designated agent must notify the Manager of the names and length of anticipated occupancy of lessees, renters or guests.
3. An apartment owner or agent, as applicable, shall be responsible for the conduct of his lessee(s), renter(s), or guest(s) and shall, upon request of the Board of Directors or Managing Agent, immediately abate and remove, at his expense, any structure, thing or condition that may exist with regard to the occupancy of his apartment by his lessee(s), renter(s) or guest(s) contrary to the provisions hereof. If the apartment owner or agent is unable to control the conduct of the lessee(s), renter(s), guest(s), he shall, upon request of the Board of Directors or Managing Agent, immediately remove such lessee(s), renter(s), or guest(s) from the premises. There will be no compensation from the Association or Managing Agent for lost rentals or any other damages resulting therefrom.

III.COMMON AREAS, ENTRANCES AND LANAIS

1. The sidewalks, passages, lobbies, stairways and corridors must not be obstructed or used for any purpose other than ingress and egress.
2. No shoes, sandals, slippers, laundry, dry cleaning, or other items shall be allowed to remain in view at front entrances.
3. Only appropriate furniture and small plants shall be placed on lanais. Any items deemed unsightly by the Board of Directors or Managing Agent shall be removed, upon the request of the Manager. Lanais are not to be used for the purpose of storage of articles of any kind.
4. Textile items, including towels, bathing apparel and clothing, brooms, mops, cartons, drying racks and other objects, shall not be placed on lanais or passages or in windows so as to be in view from outside the building or from any other apartment.
5. All plants shall be placed in containers so as to prevent the drippings of water or soil onto other apartments or the common elements. Care should be taken in scrubbing lanais so as to prevent water from running down the exterior of the building.
6. Nothing shall be released or thrown from lanais, windows and entrance balconies.
7. All garbage must be deposited, wrapped or bagged, in the trash bins. All large boxes are to be flattened.
8. No fires or barbecuing will be permitted on any apartment lanais.
9. The throwing of firecrackers from lanais and the explosion of any fireworks anywhere on the building grounds or within the building is expressly prohibited.
10. No rugs or other objects shall be dusted or shaken from the lanais or windows of the project; no cleaning by beating or sweeping shall be done in any hallway or exterior part of the project.
11. Nothing shall be allowed, done or kept in any apartments or common elements of the project which would overload or impair the floors, walls or roofs thereof, (specifically water beds) or cause any increase in the ordinary insurance rates or the cancellation or invalidation of any insurance thereon maintained by or for the Association
12. Water shall not be left running an unreasonable length of time.

13. Damages: The Manager shall survey damage to common elements, and the Board may assess the costs of repair or replacement against the persons responsible.
14. Each owner of a residential apartment shall be responsible for the care and maintenance of all lanais that are included in his apartment. Such owner may not, however, paint or otherwise decorate the walls and ceilings of the lanais without the prior approval of the Board of Directors. It is intended that the exterior of the building shall present a uniform appearance and, to affect that end, the Board may require the painting of walls and ceilings of each lanai and regulate the type and color of paint to be used. The Board is authorized to contract for the painting of all of the walls and ceilings of the lanais and to make payment therefore out of the maintenance fund.
15. Lockboxes for individual condominiums are permitted, check with office personnel or Resident Manager for further information.
16. A screen/security door may be installed at the entry door to a condominium only if it is a Superior Safeguard door in aluminum with black anodized finish. The lock must be re-keyed so that the Kona Makai master key for screen/security doors will open the door. Exceptions to this specific model must be approved by the Board of Directors in advance in writing on an individual basis.
17. Outdoor lighting on lanais shall consist of a hanging fixture which meets the following criteria: white or off-white; round with a diameter of between 10 and 18 inches; approved by the Resident Manager. The total light output of the fixture shall be no more than 1700 lumens (e.g. one 100 watt incandescent) and shall not produce an inappropriate glare to other units or the common areas. Fixture shall be suspended from the ceiling and the bottom of the fixture shall be no more than 7 feet above the lanai. The electric wires must be concealed on the ceiling and walls (wire molding designed for the purpose is permitted). No swag style wires, cords or chains are permitted except from the ceiling vertically to the fixture. Units without a wrap-around lanai are limited to a single fixture. The fixture must be kept clean and rust free. The owner assumes any and all liabilities that may arise from the installation and use of the fixture. The Resident Manager may require the removal or replacement of any lanai light fixture that does not meet these specifications. The removal or replacement will be at the owner's sole expense.
18. Lanai ceiling fans shall meet the following criteria: white or off-white; total diameter of between 48 and 54 inches; four or five blades, also of white or off-white; approved by the Resident Manager. The fan may be equipped with a light fixture having a total light output of no more than 1700 lumens (e.g. two 60 watt incandescent) and shall not produce an inappropriate glare to other units or the common areas. The fan shall be suspended from the ceiling and if equipped with a light, the bottom of the light's fixture light shall be no more than 7 feet above the lanai. The electric wires must be concealed on the ceiling and walls (wire molding designed for the purpose is permitted). No swag style wires, cords or chains are permitted. Units without a wrap-around lanai are limited to a single fan. The fan must be kept clean and rust. The owner assumes any and all liabilities that may arise from the installation and use of the fixture. The Resident Manager may require the removal or replacement of any lanai fan that does not meet these specifications. The removal or replacement will be at the owner's sole expense.
19. Exterior decorations on lanais for the winter holidays may not be put up before Thanksgiving Day and must be taken down no later than the last day of the following January.

IV. PARKING AREAS

1. No cars may be parked or left unattended except in designated parking stalls.
2. When workmen are performing work on an apartment, the owner shall advise them to park off the premises if all spaces are occupied.

3. Automobiles shall be centered in parking spaces so as to prevent crowding of adjacent spaces and blocking of passages.
4. Violators of parking regulations will be subject to having their cars towed away at their own expense. If the violator is a lessee, renter or guest of an owner, the owner or agent shall be held responsible for the payment of the towing charge.
5. Owners may wash, clean and polish cars only in areas designated by the Board of Directors. Owners shall clean the area thoroughly before leaving.
6. Extensive repairs of a motor vehicle, boat, surfboard, or other equipment shall not be permitted.
7. Reserved parking for motor scooters is in front of the cage under the center of the tennis courts. Bicycles are to be stored in the north storage room underneath the tennis courts.
8. Boats, canoes, or kayaks may not be stored on the common elements.
9. All stored/covered vehicles parked longer than one month must be registered with the Resident Manager and must be parked in the first and second rows nearest Alii Drive. A car key and a copy of the car registration should be turned into the office.
10. Renters are not allowed to store cars on the property when not in residence.
11. Cars that are waiting in the turnaround shall turn their engines off to reduce noise and exhaust to apartments.

V. NOISE

1. Each occupant is to avoid excessive noise of any type at any time and is to consider the welfare of other residents at all times.
2. Front doors and service doors are to be held (or retained) so as to avoid slamming due to the wind.
3. No workmen or cleaning people are allowed in the building before 8:00 a.m. or after 6:00 p.m. (except in an emergency).
4. All musical instruments, radios, TVs, and other audio devices must be played at reduced volume after 9:00 p.m. and before 8:00 a.m.
5. It is required that noise due to departing guests, particularly at night, be kept at a minimum.
6. Excessive noise at any time should be reported to the Manager who will take appropriate action.

VI. SMOKING

1. There is no smoking allowed on any common element property, except as designated by the Board
2. There is no smoking allowed on any lanais.
3. There is no smoking allowed on any area of Kona Makai that affects, interferes with or unreasonably disturbs the rights or health of others owners, renters or guests.

VII. BUILDING MODIFICATIONS

1. No structural changes of any type shall be permitted either within or outside an apartment without prior consent and written approval of the Board of Directors.
2. No canvas awnings, shades, windbreaks, umbrellas, or canopies of any type shall be installed on lanais or the outside of the building, other than the type approved by the Board of Directors.
3. No signs, signals or lettering of any type shall be inscribed or exposed on any part of the building exterior or in the interior entries. The Board of Directors or the Resident Manager may post special safety or other rules governing the use of roadways, swimming pool, etc.
4. No projections shall extend through any door or window opening into any entry or beyond the exterior face of the building.
5. No radio or TV antenna shall be erected or maintained outside the physical confines of an apartment.
6. Window coverings visible from outside the apartment must be a neutral color (white to beige).
7. No additions or alterations to the original design of the apartment will be permitted which are visible from the exterior of the building other than those originally offered by the developer.
8. Owners are not to place stickers on the exterior of apartment doors. They will be removed. Any signage desired by the owner may be placed on the interior side of the entrance door.
9. All non-carpet flooring installed on 2nd and 3rd levels after September 1, 2010 must include an acoustic underlayment approved by the Resident Manager. The owner is responsible for insuring adequate quality of the underlayment.
10. Owners must notify the Resident Manager before any remodel or restoration work that includes the bathroom "wet-wall" of their unit.

VIII. RECREATION AREAS

1. The pool, Jacuzzi, tennis courts, cabana area, barbeques, and exercise rooms are for the use of the residents (apartment owners, lessees or renters, family members, and guests). Owners are not allowed to use these facilities if their apartment is rented.
2. No more than four (4) non-occupant guests per apartment may use Kona Makai facilities unless permission is obtained from the Manager for additional guests. The Resident Manager may limit the total number of guests to 12 and may impose other restrictions if deemed necessary.
3. No container, tumbler, drinking glass, or any other items made of glass shall be permitted in the recreation areas.
4. Audio devices must be used only with earphones (no speakers) as a courtesy to others.

SWIMMING POOL

5. Pool hours are as follows:
9:00 a.m. – 8:00 p.m. All ages
8:00 p.m. – 9:00 p.m. Quiet time

6. Only proper bathing attire will be allowed in the pool.
7. No food is permitted in the pool area.
8. Persons fourteen years of age or under shall be supervised and accompanied by a parent or other adult at all times when in the pool area. Anyone who does not have complete control of excretory functions is not permitted in the pool or Jacuzzi. Infants under two years of age are not allowed in the pool. No diapers!
9. No person with bandages or open wounds of any type may use the pool.
10. No swim fins, mats, boogie boards, foam noodles, or other flotation devices shall be used in the pool. Balls of any type are not allowed in the pool or pool area.
11. No horseplay, running or noisy games (such as Marco Polo) will be allowed in the pool or pool area.
12. All swimmers must shower before entering the pool. Any sand and salt water must be washed off before entering the pool or pool area.
13. Swimmers shall dry themselves completely before leaving the pool area or beach to return to their building.
14. Pool gates shall be closed (locked) at all times.

JACUZZI

15. Jacuzzi hours: 9:00 a.m. – 9:00 p.m.
16. Only persons 14 years of age and older are allowed in the Jacuzzi.
17. Proper bathing attire must be worn in the Jacuzzi.

TENNIS COURTS

18. Tennis court hours are 7 a.m. to dusk.
19. There shall be a maximum of three (3) non-resident guests with any apartment owner/tenant allowed to use the courts in any one day. The owner/tenant and guests must use the same court. No nonresident may use the courts without an owner/tenant being present at the time the nonresident is using the court.
20. Owners are not allowed to use the tennis courts if their apartment is occupied by another tenant.
21. Non-scuff tennis shoes are required.
22. Tennis only – no skateboards, roller skates/blades or remote-controlled toys.

CABANA

23. Cabana hours: 9:00 a.m. – 9:00 p.m.
24. A \$50.00 deposit will be required when reserving the area for private parties. This deposit will be returned if area is clean afterwards. All general condo events will be excused from the deposit

EXERCISE ROOM & WEIGHT ROOM

25. Exercise Room and Weight Room hours: 9:00 a.m. – 9:00 p.m.
26. Facility to be used for workout purposes, not for play area.

IX. MAINTENANCE

1. Common elements: Under the supervision of the Board, the maintenance of common elements is a responsibility of the Manager; defects and deficiencies should be reported when and as observed.
2. Apartments: Maintenance of individually-owned apartments, including lanais and all windows, doors (including hinges, lock sets and door closures, if any) is the responsibility of the owners.
3. Pass Key (master): The Manager is to be provided with a passkey to every building and every apartment within the condominium project. In case of emergency, he may enter any building or apartment as he may deem necessary; in such case, he shall promptly notify the owner and occupant of the reason and result of such entry.

X. GENERAL PROVISIONS

1. Certain items of furniture, furnishings, and equipment owned by the Association have been placed in the common areas for the use, safety, comfort, and convenience of all owners, their tenants, guests, agents, customers, and invitees. No person shall remove, transfer, misuse, or alter in any manner any of the said furniture, furnishings, and equipment.
2. Maintenance personnel employed by Kona Makai and/or its Managing Agent are prohibited from working within the area of any apartment or to perform services for individual apartment owners.
3. The Manager is not required to give access to apartments or locker rooms, if any, without the written permission of the owner or agent.
4. Each apartment owner shall observe and comply with these House Rules and ensure that his licensees and invitees also observe and comply with the House Rules. Apartment owners shall be responsible for their guests' compliance with all House Rules as set forth herein. In the event guests or licensees incur expenses due to violations of House Rules, the owner shall be responsible for payment of same.
5. No open solicitation or canvassing will be allowed in the building at any time.
6. Extensions: The Board of Directors, from time to time, may post special safety or other rules governing the use of roadways, swimming pool, etc. The Board's posted rules shall be considered extensions of these House Rules.

XI. ENFORCEMENT

1. The Board of Directors is charged with administering the House Rules. Violators will be warned verbally and/or with written notice and those who repeatedly refuse to comply with a rule or rules will be reported to the

Managing Agent for further action. Serious infractions (violation which for example, threaten persons or property) shall be the basis for immediate action without any requirement without any requirement of prior notice.

2. These House Rules shall be observed and obeyed by all condominium owners and each owner shall require guests or other permitted persons on the premises to likewise obey and observe said rules. In the event the Association incurs expense as a result of any apartment owner's or his occupant's or guest's failure to abide by the House Rules, the condominium owner, as well as said occupant or guests, shall be responsible for the payment of the same.
3. The Board may impose monetary fines upon owners, tenants or any other person using or coming upon the project or any part thereof for any purpose whatsoever, for any violation of the By Laws, House Rules, or Declaration in accordance with a reasonable schedule of fines; written notice of which will be sent to owners or their agent. The Board may authorize the Managing Agent to impose fines in accordance with such schedule. A hearing may be requested.
4. The Board, acting on behalf of the Association, shall have the right of entry only in such instances where the violation or breach threatens an immediate, substantial and undeniable threat to the life, limb or property of an owner, occupant or guest. Such entry is for the sole purpose to summarily abate and remove, at the risk and expense of the defaulting owner whether caused by the owner or by any person for whose conduct the owner may be responsible.
5. The violation of any of these rules or breach that exists, gives the Board, acting on behalf of the Association, the right to enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any such violation, and all costs and expenses, including attorney's fees, shall be borne by the defaulting owner (whether caused by the owner or by any persons for whose conduct the owner may be responsible).

XII. Fine Policy

1. Any person fined for violation of these House Rules may have an opportunity to be heard by the Board of Directors regarding the incident(s) leading to the fine or regarding the fine itself.
2. Where possible, a thirty (30) day notice shall be given to the owner to correct any deficiencies before a fine is levied.
3. After a fine is levied, the owner shall have thirty (30) days to pay the fine from the date assessed as noted by mail to the owner.
4. In the event said fine is not paid within thirty (30) days, the fine will be deducted from the owner's maintenance fee payment.
5. Schedule of Fines and Penalties
 - a) Violation of Pool Rules: \$25.00 – First Violation
\$50.00 – Second Violation
\$100.00 – Third Violation and loss of pool privileges for 90 days
 - b) Lanais and Entryways, Inappropriate Storage of Personal Property:
\$25.00 per day
 - c) Any activity upon the premises that unreasonably disrupts or impairs the privacy and quiet enjoyment of any resident:
\$50.00 per violation

- d) Violation of House Rule Vehicle or parking regulations:
\$50.00 per violation
- e) Improper disposal and/or spillage of rubbish:
\$50.00 per violation
- f) Violation of smoking policy:
\$25.00 per violation
- g) Violations of house rules involving pets:
\$50.00 per violation
- h) Violations of external structural building appearance requiring material changes:
\$50.00 first violation
\$100.00 for continuation of violation, after each thirty (30) day period
- i) Violations of exceeding the maximum number of tenants for each unit:
\$100 per day
- j) Violations of any rule or regulation that constitute a threat to personal safety or that involves damage to common area or the property of others:
\$100.00 per violation
- k) Any activity that requires police intervention:
\$100.00 per violation
- l) There is a standard fine of \$100 per month for infractions that are not corrected in a specified time frame.

All fines will be in writing and sent by certified US Mail with return receipt requested.

Unpaid fines and penalties shall constitute a lien against the apartment, which could result in foreclosure by the Board. All legal costs made in the attempt to collect a fine or penalty will be charged back to the owner.

This schedule is not intended to be an exhaustive list of potential violations for which a fine may be assessed. The Board of Directors may assess fines for ANY violation of the documents that govern Kona Makai.

6. Appeals Process:

- a) The owner of the unit shall have thirty (30) thirty days to appeal the fine from the date of the notice of the fine.
- b) The board shall constitute a panel of at least three (3) members (one of whom shall be designated chairman) who shall hear the charges and evaluate the evidence of the alleged violation(s).
- c) At such hearing, the owner so charged shall have the right to present oral and written evidence and to question witnesses.
- d) The panel shall deliver to the owner so fined within seven (7) days after the hearing a written decision, which specified the fines or penalties, levied, if any, and the reasons therefore.