



HOUSE RULES JANUARY 2019

These House Rules supplement and do not change the obligations of the Owners of Units in Kamalani condominium project (the "Project"), as set forth in the Declaration of Condominium Property Regime of Kamalani and Condominium Map, as may be amended from time to time (the "Declaration") and the Bylaws of the Association of Unit Owners of Kamalani, as may be amended from time to time (the "Bylaws"). In the event of any inconsistency, the Declaration or the Bylaws, as the case may be, shall control.

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

The Board of Directors (the "Board") of the Association of Unit Owners of the Project (the "Association") shall be responsible for enforcing these House Rules, but such responsibility may be delegated to a managing agent (the "Managing Agent") by the Board. All Owners shall be bound by these House Rules and by standards of reasonable conduct whether covered by these House Rules or not.

Owners are forewarned that they may be noticed and fined upon violation of these House Rules and be assessed in accordance with a schedule of fines adopted by the Board. Owners are encouraged to read and review the Association formation documents, including the Declaration, the Bylaws and Articles of Incorporation, as amended. These documents establish and define certain rules and regulations not covered in this document. Together, these documents should be well considered and heeded by all Owners and tenants in the Project ("Occupants") and an Owner's or Occupant's guests, family members, invitees or other visitors ("Guests").

Each Owner shall observe and perform these House Rules and ensure that his/her Occupants and Guests also observe and comply with the Declaration, the Bylaws, these House Rules and any Design Guidelines that may be adopted for the Project. Owners will be responsible for their Occupants' and all Guests' observance of the House Rules as set forth herein. In the event expenses are incurred due to violations of these House Rules by any such person or persons for whom an Owner is responsible, the Owner shall pay for such expenses, including reasonable attorneys' fees.

The Board shall promulgate other rules and regulations from time to time or may amend the House Rules as it deems necessary or desirable.



Capitalized terms used herein shall have the meaning set forth in the Declaration, unless otherwise defined herein.

A. USE

The Units shall be occupied and used by the respective Owners thereof, their Occupants and Guests only for residential purposes and in compliance with the restrictions contained in the Declaration, the Bylaws, the Design Guidelines (if any) and the respective Unit Deeds. Units and the Common Elements of the Project shall not be used for transient vacation rentals, fractional or time share use or for hotel purposes, or in connection with the carrying on of any business, except as expressly permitted in the Declaration. Time sharing, transient vacation rentals, short term rentals and bed and breakfasts are strictly prohibited at the Project.

B. TEMPORARY OCCUPANCY

1. **USE BY OWNERS, OCCUPANTS AND GUESTS.** Subject to the terms of the Declaration, Bylaws and the Unit Deed, an Owner may lease or rent his/her Unit or make it available to others. The person or persons leasing, renting, living in or occupying the Unit shall abide by the Declaration, the Bylaws, the Design Guidelines (if any) and these House Rules and the Owner shall ensure all of its Occupants and Guests comply with such Project Documents.

2. **CONDUCT OF OCCUPANTS AND GUESTS.** No nuisances shall be allowed in the Units that are a source of annoyance to the Owners or occupants of the other Units, or which interferes with the peaceful possession or proper use of a Unit by its Owners or Occupants. An Owner shall be responsible for the conduct of any of his/her Occupants and Guests. An Owner shall, upon request of the Board or the Managing Agent, immediately abate and/or remove, at his sole cost and expense, any structure, person or condition that may exist with regard to the Unit and its occupancy or use that is contrary to the intent and meaning of the provisions herein. Owners shall, upon request of the Board or the Managing Agent, be prepared to immediately remove any Occupant or Guest from the Project, without compensation for lost rentals or profits, or any other economic or other damage resulting therefrom.

3. **OBSERVANCE OF LAWS.** Each occupant shall at all times keep his/her Unit in good order and condition. Every Owner, Occupant and Guest shall at all times observe and perform all laws, ordinances, rules and regulations now or hereafter made by any governmental authority, the Association or the Board applicable to the Unit and the Project.



4. **DAMAGE.** Any damage to the buildings or common areas caused by any Occupant or Guest shall be the responsibility of the responsible Unit Owner and such damage shall be repaired at the expense of the Unit Owner.

C. PETS

1. **ALLOWED TYPES.** Only common, domestic household pets may be kept in the Unit or appurtenant yard areas. In no event shall there be more than two (2) pets, per household.

2. **PROHIBITED TYPES.** In no case shall poultry or other farm animals or any animal not customarily considered household pets, or prohibited by any applicable law (including Chapter 514B of the Hawaii Revised Statutes, as amended, or any rules and regulations promulgated thereunder) be allowed anywhere on the Project.

3. **COMMON ELEMENTS.** Except as otherwise provided herein, no pets shall be allowed on the Common Elements except if in transit, is carried, or is restrained on a leash no longer than ten (10) feet long under the complete control of a capable person. Any waste or unsanitary material or condition caused by any pet anywhere on the Common Elements shall be immediately removed and disposed of or remedied by the responsible Owner, Occupant or Guest.

4. **PET NUISANCE.** Any pet which, in the sole judgment of the Board, causes a nuisance, unreasonable disturbance or threat to the health or safety of any Owner, Occupant or Guest may be ejected from the Project on the demand of the Managing Agent; provided, however, that upon assessment of the severity of the nuisance, disturbance or threat caused by such pet, the Board, in its sole discretion, may give the pet's owner an opportunity to remedy the situation short of ejection.

5. **ASSISTANCE ANIMALS.** Notwithstanding the foregoing restrictions on pets or anything contained herein to the contrary, guide dogs, signal dogs, service dogs, or comfort and emotional support animals upon which Owners, Occupants or Guests depend for assistance and are prescribed by a physician or other authorizing medical authority, shall be permitted to be kept by such Owners, Occupants and Guests in their Units. In the event an Owner, Occupant or Guest needs an assistance animal and an exception to the restrictions set forth in this Section C, the Owner shall see the Managing Agent for a verification form and provide any documentation requested by the Board to evaluate and approve the exception. Each situation will be evaluated on a case by case basis.

6. **LIMITATIONS OF LIABILITY.** In no event shall the Board, the Association or the Managing Agent be or be deemed to be liable for any loss, damage or injury to



persons or property caused by or arising in connection with any Owner's, Occupant's or Guest's pet, guide dog, signal dog, service or support animal. By acquiring an interest in a Unit in the Project each Owner agrees to indemnify, defend and hold harmless the Board, the Association and the Managing Agent against any claim or action at law or in equity arising out of or in any way relating to such Owner's or Occupant's or Guest's pet, guide dog, signal dog, service or support animal.

7. **REGISTRATION.** All pets and other animals kept anywhere on the Project must be registered immediately with the Managing Agent.

D. GENERAL RULES

1. **ACCESS TO UNITS.** The Managing Agent does not have keys to access the interior of any Unit. Permission to access any Unit or Limited Common Element Yard Area of a Unit will need to be granted by the Owner; provided that the Association (and its contractors or vendors) shall have a right of entry into the Yard Area of the Townhome Units without the Owner's consent to read, maintain and/or repair any utility box located in the Yard Area, as set forth in the Condominium Documents.

2. **OWNER AND OCCUPANT INFORMATION.** Owners and Occupants shall file their name, address and telephone number and signature with the Managing Agent upon purchasing and/or taking occupancy of a Unit, and shall furnish the Board and/or the Managing Agent with such other reasonable information as shall be requested from time to time.

3. **BUILDING STRUCTURAL INTEGRITY AND APPEARANCE.** Nothing shall be allowed, done or kept in or to any Unit or the Common Elements of the Project which would be a violation of the law or would overload or impair the structure of the Unit, void any material or workmanship warranty, cause any increase in the ordinary insurance premium rates, cause the cancellation or invalidation of any insurance maintained by or for the Association, or change the appearance of the exterior of any building or common area.

4. **EMERGENCY ACCESS.** Each Owner and Occupant shall be responsible for the keys to locked entrances to his/her Unit. If an emergency arises requiring a forcible entry into the Unit, the Owner of the Unit shall be solely liable for all costs and expenses arising in connection with any forcible entry, including all costs of replacement or repair to any part of the Unit or Common Elements damaged by the forcible entry.



5. **THEFT AND VANDALISM.** Each Owner and Occupant shall assume full responsibility for protecting his/her Unit, automobile(s), and the contents thereof from theft, robbery, pilferage, vandalism and other loss.
6. **PLUMBING.** Toilets, sinks, and other water apparatus in the Units or anywhere on the Project shall not be used for any purpose other than those for which they were designed, nor shall any sweepings, rubbish, rags, sanitary napkins, diapers or other articles be thrown into them. Any damage resulting from misuse of any toilets, sinks or other water apparatus in a Unit, which may also extend to neighboring Units are the building, shall be repaired and paid for by the Owner of such Unit.
7. **CLEANING.** Cleaning of individually-owned Units, including all window glass and screens and sliding door glass and screens is a responsibility of the respective Owners and Occupants.
8. **UPSTAIRS ENTRY AREA.** Residents in the upstairs flats are responsible for properly cleaning and maintaining their upstairs entry area. No chemicals of any kind may be stored in this area. Caution and care should be taken when cleaning the upstairs entry area due to its location above the private area of your downstairs neighbor. For this reason, hosing down and use of any type of noxious chemical in the upstairs entry area is not allowed due to potential for runoff dripping into the private yard area below.
9. **MAINTENANCE AND REPAIR.** Maintenance and repair of individually-owned Units, including all of the items and fixtures included as part of the Unit in the Declaration, is the responsibility of their respective Owners and/or Occupants. Accordingly, all repairs of internal installations within each Unit, such as water, light, gas (if any), power, sewage, telephone, sanitation, windows, lamps, and other fixtures and accessories belonging to such Unit shall be the responsibility of the Owner of such Unit and made at such Owner's expense. Every Owner and Occupant shall promptly perform any repair, maintenance and alteration work within their Unit which would otherwise adversely affect any Common Elements or any other Unit. Failure to do so could cause loss and damage to other Units or the building, which shall be the financial responsibility of the Owner or Occupant.
10. **EMERGENCY.** If the immediate service of the police department, the fire department, the paramedics, an ambulance or doctor is required, the desired agency or person should be called directly. Any emergency, particularly such emergencies as flooding, fire and theft, should be brought to the immediate attention of the Managing Agent.



11. **ENDANGERED SPECIES.** Endangered and threatened wildlife species have been observed in the vicinity of the Project. To specifically minimize potential adverse impacts to listed wildlife, free movements of pets (i.e., dogs off leash) is not allowed.
12. **SMOKING.** Smoking, including the use of e-cigarettes, is prohibited within twenty (20) feet surrounding any building so as not to cause nuisance to occupants of Units within the Project. Smoking is strictly prohibited in the parks and open spaces, if/when developed in adjoining lands.
13. **FIREWORKS.** Fireworks are strictly prohibited in the Project.
14. **OBSTRUCTIONS, USES.** All sidewalks, walkways, pathways, recreational areas and roadways must not be obstructed or used for any purpose other than ingress and egress, or in the case of recreational areas, for any purposes(s) for which such areas are designated by the Board. Owners, Occupants and/or Guests shall not loiter in the Common Elements.
15. **THROWING OBJECTS FROM BUILDING.** Nothing shall be thrown or permitted to be thrown from the windows or lanais of any Unit in the Project, including specifically, but without limitation, cigarettes, matches, and fireworks of any kind. Cigarettes, matches and fireworks should not be thrown in any of the Common Elements.
16. **OUTDOOR COOKING.** Cooking, including, but not limited to, the use of hibachis, barbeque grills, open-fire grills, charcoal grills, and propane grills, on the lanai of any Unit or under any structural overhang is prohibited. Notwithstanding the foregoing, however, such cooking is permitted on any Limited Common Element driveway located directly outside the Unit's garage or within the Limited Common Element yard area; provided that said cooking is not performed under any structural overhang.
17. **AESTHETICS.** No unsightly or distracting articles shall be permitted to remain upon or within any Common Elements, Limited Common Element or within the Unit if visible from the exterior of the Unit. For this purpose, "unsightly articles" include but is not limited to the following: non-decorative gear, clothes, towels, equipment, car or motorcycle or moped or bicycle parts, cans, bottles, ladders, trash, cardboard boxes, barrels, old electronics, or other items of personal property. Unshaded or improperly shaded lights causing objectionable glare, and the placement of any garbage cans, household or commercial supplies or other similar articles outside the Unit or in a place where they can be seen from outside any such Unit are not permitted. Other than as may permitted elsewhere in these House Rules, no items may be stored upon any lanai, porch, entry, or in the Yard Area appurtenant to a Unit



without the prior approval of the Board, or unless otherwise stated in these House Rules. The Board, in its sole discretion, may determine whether the portions of a Unit or Unit's Limited Common Elements visible from the exterior of the Unit are orderly. The Board may have any objectionable items removed from the portions of a Unit or the Unit's Limited Common Elements that are visible from the exterior of the Unit so as to restore their orderly appearance, without liability therefore, and charge the Unit Owner for any costs incurred in connection with such removal. Every Owner, Occupant or Guest is to do his/her part and to use his/her influence on all members of his/her household to do their part towards abating unsightly articles within the Project and to comply with this Section 17 to the fullest practicable extent.

18. **PERSONAL PROPERTY.** No items of personal property, including, without limitation, baby carriages, bicycles, paddleboards, surfboards, packages, boxes or crates shall be left or allowed to stand on or within any of the Common Elements. Articles of any kind left in any of the Common Elements may be removed by the Board or Managing Agent at the Owner's risk and expense. Notwithstanding the foregoing, nothing shall prohibit an Owner from keeping such items or other similar items within any Limited Common Element, provided that the storage or location of such items does not qualify as "unsightly articles" as such term is defined in Paragraph D.17 above and any such articles remain below the fence line of any yard area, as set forth in Paragraph D.27.

19. **STREET TREES AND OTHER LANDSCAPING.** No Owner, Occupant or Guest shall disturb, cut, trim, damage or remove any of the trees located in the Common Element landscaped areas adjacent to roadways, recreational areas or guest parking areas, nor harm, remove, disturb or damage in any way any other plants, shrubs, groundcover or other elements of landscaping placed or planted on any of the Common Elements of the Project.

20. **TERMITE INSPECTIONS.** Periodically, the Association, through the Managing Agent, may cause the exterior and interior of each the buildings (including the interiors of the Units) in the Project to be inspected for termite damage. Each Owner shall cooperate with the Association in providing access to his/her Unit for the purpose of such inspections. Any evidence of termite infestation or damage shall be reported immediately to the Managing Agent. The cost of such inspection shall be charged to the Unit Owners as a Common Expense.

21. **RECREATIONAL ACTIVITIES.** Owners, Occupants and Guests shall not engage in roller-skating, skateboarding, ball playing or recreational activities of any kind on the roads or within the parking areas in the Project.



22. **TRASH DISPOSAL.** Garbage, rubbish and trash shall be disposed of only in trash receptacles provided therefor and then only in approved areas. Trash containing food shall be thoroughly drained, placed in a plastic bag, and securely tied prior to disposal. Trash bags may not be stored outside the Unit (outside of any sealed bins) and shall be placed in tightly sealed bags and thrown in the trash receptacle or in enclosed bins in the designated pick up place just prior to curb pick-up. Only owners in the multifamily units may throw their trash in the large trash receptacles.

23. **SUNSHADES, AWNINGS, SCREENS, DROP BLINDS.** Sunshades, awnings or screens may not be used on the exterior of Unit windows or on lanais. Lanai enclosures are not allowed. However, drop blinds for lanais may be installed with prior approval per Kamalani Design Committee Rules and Guidelines.

A. **OUTDOOR UMBRELLAS** - Outdoor umbrellas may be used in the Limited Common Element Yard Area of a Unit, provided that it meets the following requirements.

- No part of the umbrella may extend over and beyond the Unit's existing privacy fence line into another Unit's yard area or into the Kamalani Common Elements.
- The umbrella shall not exceed a height of 3 feet above the top of the existing privacy fence.
- The intent of umbrella design and color restrictions is to preserve a uniform exterior appearance while not limited the design options of the owners. All umbrellas shall be a solid color of beige, tan, brown, dark blue, or dark green, and patterns or prints are prohibited, unless the Owner applies to the Kamalani Design Committee and there is prior written approval by the Design Committee.
- Umbrellas must be kept in good repair and must be immediately replaced if unsightly, damaged, ripped or worn.
- All umbrellas must be properly anchored and secured so they do not fly away or fall over during strong winds. When not in use or during periods of winds of more than 20 miles per hour, the umbrellas must be lowered for safety and to avoid damage and annoyance to adjacent Owners and Occupants.
- Umbrellas shall not penetrate exterior walls, doors or fences.
- Umbrellas must be properly labeled on the bottom of the pole near the anchor with Owner's name and Unit number so that the Owner may be identified in the case it is found outside of the owner's yard.
- The unit Owner shall be solely responsible and shall bear all expenses for any and all damage and injury to any person, animal, or property caused by an umbrella from the Unit Owner's yard.

23-A, as amended by the Board of Directors and passed by the ownership in August 2020.

24. **CLOTHESLINES.** Rugs, towels, mops or clothing shall not be draped over windowsills and lanais. Clotheslines are not permitted on second floor. Any clotheslines in the ground floor yard areas shall not be visible above the fence line.

25. **LANAIS.** Lanai of the Units may be used as an outdoor relaxation area, containing



lanai furniture, potted plants and other similar outdoor furnishings, the standards governing the appearance of such items (including without limitations, size, materials, color and fabric). No permanent rug or carpeting or artificial turf is allowed on or shall be attached to lanai areas. The lanai and entry shall not be used for storage of any type, including, without limitation, boxes, tools, exercise and sports equipment, cleaning utensils and supplies or other household items that are visible from the street. The lanai and entry shall be maintained in clean, neat and sanitary condition by the Owner at all times, and nothing shall be placed on the balconies, lanais or entries so as to render them unsightly or offensive to the other Owners. No Owner or Occupant shall permit an unsightly condition to be maintained in open view in the yard area and no object should be visible above the top of the fence in any yard area. Storage shelves or closets must be fully enclosed. Approved, enclosed storage sheds are permitted (see Kamalani Design Rules and Guidelines for limitations).

26. **SIGNS.** No sign, poster, billboard, advertising device or other display of any kind shall be displayed without prior written approval of the Board.

27. **HOUSE DECORATIONS.** House decorations requiring exterior wall, door or fence penetrations shall not be installed without prior approval from the Kamalani Design Committee. Decorations for holidays or special occasions are allowed and need not be submitted for approval provided they are not erected or applied sooner than thirty days before the event and are removed within fifteen days after the event. Screws, nails or any other fastener that penetrates the exterior finished surface of an exterior wall or other common area wall is NOT allowed.

28. **YARD AREAS, CURBS, AND GUTTERS.** The homeowner is responsible for the maintenance of their private yard area, including landscaping, wind and water erosion control. Lawns, ground cover and landscaping in the yard areas shall be neatly mowed, edged and trimmed, free of weeds, free of bare patches or exposed earth, free of trash and debris, healthy and free of dead areas resulting from neglect, infestation or diseases.

29. **LANDSCAPING & ALLOWED PLANTS.** Owners in the Project may only plant the certain approved drought tolerant plants on the Plant List available through the Managing Agent and ALL YARDS MUST BE LANDSCAPED WITHIN NINETY (90) CALANDER DAYS AFTER CLOSING AND RECEIPT OF KEYS TO THE UNIT. Any remodeling or reconstruction of any landscaping of the yard area must also be done within 90 days after commencement. All plant or plant material shall be neatly trimmed to a maximum height of 2 feet above the existing privacy fence. Refer to Design Guidelines for additional requirements and information.

30. **GRAVEL MAINTENANCE STRIP IN PRIVATE YARD AREAS.** A gravel maintenance strip three feet (3'-0") wide and two inches (2") deep shall be installed along all building walls. Gravel shall be #3 fine basalt gravel installed upon existing finish grade



and shall not create a sump or area, which will retain water adjacent to the building foundation. Weed barrier cloth or other material, fabric or material, which may retain water or inhibit evaporation of water adjacent to the building foundation, shall not be installed. Excavation and removal of existing soil within three feet of building is not permitted.

31. **USE OF GRAVEL IN PRIVATE YARD AREAS.** Gravel areas within fenced yard areas, excluding the required three-foot wide gravel maintenance strip along building walls, shall not exceed 20% of the total yard area. Yard areas should be landscaped with drought tolerant planting.

32. **ACCESS TO COMMON AREAS THROUGH COMMON AREA PRIVATE GATES.** Certain Units (Townhomes 1502, 1503, 1602, 1603, 1702 and 1703) have access from the Common Elements to their private yard areas through certain Common Element private gates. Such Owner shall coordinate access in advance with the Managing Agent on an as needed basis.

33. **TENTS AND TEMPORARY STRUCTURES.** Tents and temporary structures such as lean-to's, luau enclosures, etc., may be erected in the yard area without the Board's approval, provided the owner shall not continue to use the structure beyond the special event for which it is planned and shall expeditiously remove the tent or temporary structure after its use. The structure may be erected a maximum of 24 hours prior to the event and shall be allowed to remain in place for a total period not to exceed 72 hours. Tents and temporary structures are not allowed to be erected in the Common Areas.

34. **DISPOSAL OF WASTE AND DEBRIS.** Each homeowner shall be responsible for disposing of their own waste and debris and for keeping the public, private and common areas surrounding their property free of waste and debris at all times, including during construction of approved improvements.

35. **DETENTION BASIN, STATE RIGHT-OF-WAY AND WAIAKOA GULCH.** The detention basin located within the Project along Pi'ilani Highway; the State right-of-way located along Pi'ilani Highway; and lands outside the Project, which may be used to support the Project; along with Waiakoa Gulch, located on the Northern border of the Project, are strictly off limits to Owners, Guests and Occupants. No one is permitted to hike, exercise, walk or play in these areas as they can be hazardous based on slope, location, terrain and can flood in the event of heavy rains. Owners should not place any trash or build any type of improvement in any of these areas. Debris and improvements can obstruct water flow and cause overflow or flooding in the event of heavy rains.

36. **PROPOSED COMMUNITY CENTER AND ADJOINING LANDS.** Vacant lands within and adjacent to the Project, identified as Subdivision File No: 3.2325, Lots 5-B & 5-D respectively (approved 8/31/2017), are strictly off limits to Owners, Guests and



Occupants. No one is permitted to hike, exercise, walk or play in these areas as they can be hazardous based on slope, location, terrain. Violators will be trespassing and appropriate action by the landowner may be required.

E. PARKING

1. **BOATS, TRAILERS, ATVs, JET SKIS AND MOBILE HOMES.** The storage of any boat, trailer, mobile home camper, food truck, or commercial-sized work truck, RV, tractor, ATVs, jet skis, unregistered vehicle, inoperable vehicle in any garage, driveway, yard area or other Common Element area of the Project is prohibited; provided that an Owner's required work vehicle, if a reasonable size, shall be permitted if registered with the Managing Agent. A vehicle is considered "stored" if it is put up on blocks, covered with a tarp and remains on blocks and covered for fourteen (14) or more consecutive days, or if the vehicle is parked in the same location for more than ten (10) days. Boats, trailers, mobile home campers, food trucks, commercial-sized work trucks, RVs, tractors, ATVs, jet skis, unregistered vehicles and inoperable vehicles must not be stored anywhere within the Project.

2. **AVOID OBSTRUCTIONS.** No vehicle shall be parked in such a manner or in any area that causes it to obstruct the safe, free-flow of moving vehicular traffic or obstruct the movement of other vehicles into and out of marked parking spaces in Limited Common Element (Garage) and outside Common Element areas. No vehicle shall be parked on the Common Elements streets except in the designated parking areas. No vehicle shall be parked in violation of any posted sign. No vehicle shall be parked on any grassy or landscaped area, or on any area designated for pedestrian use. No junk or derelict vehicle shall be parked in any Common Element area at any time. Any motor vehicle, trailer or semi-trailer that cannot be operated in its existing condition due to malfunctioning or missing parts, damage or destruction, or that has a deteriorated body condition, shall be deemed to be junk or derelict, regardless of the display of valid state license/registration or inspection.

3. **OWNER PARKING.** For purposes of this section, automobiles, motorcycles, motorbikes, mopeds and other similar transportation machines shall be deemed vehicles. Owners may park in such Owners garage and/or Limited Common Element driveway abutting their Unit or their assigned parking stall. Parking in unmarked paved areas, including curbside parking, is prohibited, except for temporary loading and unloading. No vehicle may be parked and left unattended, except in garages and Limited Common Element driveways or designated parking stall(s), guest or handicap parking stalls in the Project (as appropriate). When workers are performing work on a Unit, the Owner shall advise them to park in any available guest stall or such Owner's garage, driveway or assigned parking stall. All vehicles parked in the Project in plain view shall be in operating condition with a current vehicle license and safety stickers required by law. All vehicles shall be centered in the assigned, designated parking stall(s) or guest or handicap parking stall(s) so as to prevent crowding of adjacent stalls



and blocking of passageways. No commercial vehicle bearing commercial insignias or names shall be kept in a location visible to other Owners, unless the Owner is required to use it for work and it is registered with the Managing Agent. Temporarily parked commercial vehicles for purposes of actively serving an Owner or Owners in the Project shall be registered with the Managing Agent. Garages shall not be used by any Owner, Occupant or Guest as an additional living area and garage doors shall remain down and closed when the garage is not in use.

4. **GUEST PARKING.** Guests may park their cars only in stalls marked “Visitor” or “Guest.” Guest parking shall be limited to five (5) hours. Owners shall only allow Guests to park in the Guest stalls located within the closest proximity to their Unit. Other than for the parking stalls provided for use by Owners for the community center (if built), marked Guest stalls and off-street parking along internal roadways (if permitted) located within Increment 1 are for use by Increment 1 Owners, Occupants and Guests only. Overnight guest parking is permitted with prior, written approval by the Managing Agent.

5. **MOTOR VEHICLE MAINTENANCE/REPAIRS.** Owners may wash, clean or polish their cars only in the Unit’s Limited Common Element garage or driveways. Any Owner, Occupant or Guest washing, cleaning or polishing cars within the Project shall thoroughly clean the area immediately after such use. Extensive repairs of a vehicle or other equipment shall only be permitted within the garage of a Unit. Any repairs of a vehicle or other equipment, which could cause damage, defacement or soiling of the area, shall not be permitted in any roadway, driveway or other Common Elements of the Project.

6. **SPEEDING.** Vehicles shall not be driven in excess of the posted speed limit on any driveway or roadway of the Project. Drivers are expected to observe traffic and directional signals and to exercise extreme caution in the operation of any type of vehicle within the Project for the safety of all.

7. **VEHICULAR DAMAGE.** Damage to cars and other objects or to the Common Elements shall be the responsibility of the person causing the damage.

8. **VIOLATIONS.** Any Occupant or Guest of a Unit who violates the parking regulations set forth hereunder shall have their cars towed away at their own risk, and the Owner of such Unit shall be responsible for payment of the towing charge.

F. NOISE AND NUISANCES

1. **NO NUISANCE.** No nuisance shall be allowed in the Units or the Common Elements, nor shall any use or practice be allowed which is improper or offensive in



the reasonable opinion of the Board or in violation of the Bylaws or these House Rules, or which unreasonably interferes with or is an unreasonable annoyance to the peaceful possession or proper use of the Units and/or the Common Elements by other Owners or Occupants.

2. **EXCESSIVE NOISE AND ODORS.** Owners and other Occupants of the Units shall avoid causing or creating unreasonably excessive noises of any kind at any time and shall not cause or permit any unreasonably disturbing noise or objectionable odors to emanate from their Units or their private yard areas for an extended period of time.

3. **RADIOS.** Radios, televisions, stereos, musical instruments, loudspeakers, etc., must be played at a reduced volume (not exceeding a decibel level established by the Board) between the hours of 11:00 p.m. and 6:00 a.m.

4. **DEPARTING GUESTS.** Noise due to departing guests, particularly at night, shall be kept at a minimum.

5. **DRONES.** The use of recreational drones within the project shall be prohibited. Only drones operated by licensed operators may be flown above the Project with the approval of the Managing Agent.

6. **REPORTING.** Excessive noise should be reported to the Managing Agent, who shall be authorized to take appropriate action. Outside of normal business hours, please contact the police and notify the Managing Agent the next business day. Nuisances should be reported to the Managing Agent.

G. INTERIOR AND EXTERIOR BUILDING MODIFICATIONS

Please refer to the Kamalani Design Guidelines for information regarding proposed modifications to your Unit.

H. PROJECT AMENITIES, IF ANY

1. The Board shall have the right to promulgate rules and regulations governing use and maintenance of the Project's amenities, if or when completed by the developer of adjoining lands.

2. All persons shall comply with the requests of the Managing Agent with respect to matters of personal conduct in and about the Project's amenities. The Managing Agent and/or security personnel, if any, are authorized to require any person using the amenities to identify him or herself by name and Unit number and if a Guest, to give the name and Unit number of the host Owner and to confirm, if required, the physical presence of the Owner acting as the host.



3. All persons using the Project's amenities are required to exercise due care to preserve the functionality and appearance of the amenities or any facilities located within the amenities. All trash and personal belongings must be removed after use and all chairs, tables or other equipment should be removed and/or returned to their original positions/locations to ensure a neat and orderly appearance.
4. Children under twelve (12) years of age must be supervised by a responsible adult when using the Project amenities.

I. EMPLOYEES AND VENDORS OF THE ASSOCIATION

Common Element maintenance personnel and vendors are under the direction of the Managing Agent and the Board. Therefore, no maintenance employee or vendor shall be asked by an Owner, Occupant or Guest to leave the Common Elements or to perform any tasks for the Owner, Occupant or Guest.

J. HAZARDS

1. The Common Elements (other than specifically designated recreational areas) shall not be used for recreational activities of any kind. Parents or legal guardians are responsible for the appropriate supervision of minors at all times.
2. Unless the Board gives advance written consent in each and every instance, Occupants shall not use any illumination other than electric lights, or use or permit to be brought into the buildings any flammable oils or fluids such as gasoline, kerosene, naphtha or benzene, or other explosives or other articles deemed extra hazardous to life, limb or property.
3. Oil drippings and spills from vehicles and all car batteries shall be not be left in any parking stall or in the Common Elements and shall be disposed of by the Owner in accordance with law. Parking stalls shall be cleaned regularly by the Unit Owner.

I. VIOLATIONS OF THESE RULES

1. The Association shall have the right to fine and claim damages from every Owner and/or Occupant, as applicable, including reasonable attorneys' fees incurred by or on behalf of the Association in investigating and enforcing any provision of the Declaration, Bylaws, or these House Rules, from any Owner or Occupant that violates the House Rules.
2. In addition to any other remedy available to the Association by law or equity, the monetary fines stated below may be charged against the responsible Unit Owner or Occupant for each violation of the Declaration, Bylaws, and/or House Rules. If not paid by the Occupant within the stated period, this fine will be deducted from the



responsible Unit Owner's maintenance fee payment as stated in the priority of payment schedule. Fines duly imposed but unpaid shall constitute a lien on the owner's Unit that may be foreclosed upon in like manner as a lien for unpaid assessments to collect the unpaid amount. The Association also has the right to pursue any action to recover a money judgment for any unpaid fines without foreclosing or waiving the lien.

3. The fine for any violation shall be as follows:

First Step - written citation to the offending Owner or Occupant, with a copy of said citation being sent to the Unit Owner if the offender is not the Unit Owner.

Second Step - written citation to the offending Owner or Occupant, with a copy sent to the Unit Owner if the offender is not the Unit Owner. A fine of fifty dollars (\$50.00) (per violation) will be assessed against the Unit Owner if the violation that prompted the first written citation is not corrected within thirty (30) days from the delivery of the first written citation, or if there is a subsequent violation of the Declaration, Bylaws, or House Rules.

Third Step - written citation to the offending Occupant, with a copy being sent to the Unit Owner if the offender is not the Unit Owner. A fine of one hundred dollars (\$100.00) (per violation) will be assessed against the Unit Owner if the violation that prompted the second written citation is not corrected within thirty (30) days from the delivery of the first written citation, or if there is a subsequent violation of the Declaration, Bylaws, or House Rules.

Fourth Step - written citation (sent Certified and Regular Mail) to the offending Occupant, with a copy being sent Certified and Regular Mail to the Unit Owner if the offender is not the Unit Owner. A fine of two hundred dollars (\$200.00) (per violation) will be assessed against the Unit Owner if the violation that prompted the third written citation is not corrected within thirty (30) days from the delivery of the second written citation, or if there is a subsequent violation of the Declaration, Bylaws, or House Rules. The Association also reserves the right to take appropriate legal action to preclude the continuance of the violation(s).

4. Any assessment not paid within fifteen (15) days after the due date shall be subject to late charge as may from time to time be established by the Board.

5. After twelve (12) months, a paid fine shall be removed from an Occupant's record and shall not be used in calculating subsequent violations.

6. The Managing Agent is an agent for the Board and as such is authorized to issue written citations and levy fines.

M. APPEAL FROM CITATIONS AND FINES



Any person fined and/or cited (“appellant”) may appeal from the fine and/or citation imposed by the Association or the Managing Agent as follows:

1. **NOTICE OF APPEAL.** Notice of appeal is initiated by delivering to the Managing Agent, within twenty (20) days after the date of delivery to the appellant of written notice of such fine and/or citation, a written notice of appellant’s appeal and the reason(s) therefore. The filing of a notice of appeal shall not halt the accrual of any ongoing fine imposed for the violation, which is the subject of the appeal. However, the Board may waive or rescind all or part of such fine for good cause at the time of the hearing of such appeal.
2. **TIME FOR HEARING APPEAL.** All appeals shall be heard by the Board either by email, conference call, or at a physical meeting of the Board within ninety (90) days after the notice of appeal has been delivered to the Managing Agent.
3. **PROCEDURE.** A statement of the facts on which the fine or citation was based shall be furnished to the appellant at least (10) business days before the hearing. Each appeal will be handled on a case-by-case basis. If a physical meeting is required or requested by the appellant, the appellant and witnesses on the appellant’s behalf, if any, may present appellant’s defense and Supporting evidence. The Board may ask other persons to attend and present testimony, and the Board may consider all relevant testimony, evidence, and information related to the violation.
4. **DISPOSITION OF APPEAL.** The directors of the Board may not act unless a quorum is present. The Board shall vote as to whether the fine, the amount thereof, and/or citation shall be affirmed. If a majority of the directors of the Board present vote in the affirmative, the fine and/or citation shall be upheld and continue in full force and effect. If less than a majority of those directors of the Board present vote in the affirmative, then the fine and/or citation shall thereby be rescinded.
5. **DISPUTE RESOLUTION.** The parties may mutually agree to engage in mediation and arbitration as set forth in the Declaration.

N. AMENDMENT OF HOUSE RULES

Except to the extent expressly proscribed or limited by the Declaration, the Bylaws or these House Rules, the Board, through a majority vote, reserves the right to make such other rules or to amend these House Rules from time to time by action of the Board as it deems appropriate to promote the safety, care, and cleanliness of the Project and to ensure the comfort and convenience of all Owners, Occupants and Guests, so long as such rules are not inconsistent with any applicable laws, ordinances, codes, rules or regulations applicable to the Project and/or its management or operation.



O. COMPLIANCE WITH PROJECT DOCUMENTS; NONAPPLICABILITY TO DEVELOPER

Notwithstanding anything herein to the contrary, these House Rules shall be subject to the Declaration and the Bylaws, and in the event of any conflict between these House Rules and the Declaration and Bylaws, the Declaration and Bylaws shall govern and the Board shall make such changes to these House Rules as necessary from time to time to comply with the Declaration and the Bylaws. Nothing herein shall be deemed to limit the rights reserved to the Developer in the Declaration.

CERTIFICATE OF ADOPTION

The Developer, acting for and on behalf of the initial Board, hereby adopts the foregoing as the House Rules for and on behalf of the Association of Unit Owners of Kamalani, this 11th day of January 2019.

KAMALANI VENTURES LLC, a Hawaii limited liability company

By A&B Properties Hawaii, LLC, Series T
Its Manager

By Daniel Y Yasui

Its Vice President

By Natalie I Kiehm

Its Vice President