These House Rules contain information that should make your daily living at Elima Lani Condominiums (the “Project”) more meaningful and enjoyable. It must be realized that condominium living requires each resident to have appropriate respect for the needs and rights of others living in the Project. The primary purpose of these House Rules is to protect the apartment owners and other occupants, including tenants and guests, from annoyance and nuisance caused by improper use of the Project, the enjoyment, comfort and security of all residents and the reputation and desirability of the Project. The Board of Directors of the Association of Apartment Owners (the “Board”) is responsible for enforcing the rules, but the responsibility may be delegated to the Resident Manager, if one is employed by the Board. All apartment owners, tenants and their guests are bound by these House Rules. These House Rules supplement (but do not change) the obligations of the owners and their tenants and their guests as set forth in the Declaration of Condominium Property Regime (“Declaration”) and By-Laws (“By-Laws”) of the Project. In the event there is any inconsistency between these House Rules and/or the Declaration and/or the By-Laws, the Declaration and/or By-Laws will prevail. The Board may from time to time make other rules and regulations for the Project or amend the House Rules as set forth below.

A. OCCUPANCY:

1. **Use of Apartments.** New tenants must register with the Resident Manager within 3 days of occupancy. Apartments may only be used for residential purposes and/or purposes accessory to the residential use of the Project. Apartments will not be used for transient or hotel purposes. Rentals of less than 30 days are prohibited. Time-sharing is prohibited. **MANAGER OFFICE > 883-8288**

2. **Animals.** No more than 2 pets are permitted per apartment (cats, dogs, birds of any type). Dogs may not exceed 15 pounds (adult weight). No outside or tethered pets are allowed. Dogs must be on leash when outside and their droppings immediately cleaned up. Any animal causing a nuisance or any unreasonable disturbance to any other occupant of the Project by reason of the failure of the Owner to exercise appropriate control over the animal shall be permanently and promptly removed upon notice given by the Board.

3. **Conduct of Tenants, Guests, and Other Persons.** An owner is responsible for the conduct of his tenants and his or his tenant’s guests. If an owner is unable to control the conduct of his tenant’s or his tenant’s guests, the Owner will, upon request of the Board, immediately remove such person or persons from the Project and the Board and the Association will not be liable for any lost rentals or other damage suffered by the Owner.

4. **Appointment of Local Agent.** Owners shall designate a local agent to represent them if their residence is outside the State of Hawaii or on another island (State Statute 521-43) or if they will be absent from the Project for more than thirty (30) days. He Owner will file their out-of-town address and telephone number, and the address and telephone number of their local agent, with the Board.

5. **Rules of Governmental Authorities.** Each Owner, tenant, or guest shall at all times observe, and comply with all laws, ordinances, rules and regulations now and hereafter made by any governmental authority or the Association applicable to the use of the Project.

6. **Child Care Provider Policy.** Childcare is limited to owner-occupant in ground floor unit. 90 days notice of intent to operate, insurance, compliance with ADA rules required. Parent waiver of liability and proof of insurance forms must be kept current and on file with the Resident Manager.
Elma Lani Condominiums House Rules

B. USE OF COMMON AND LIMITED COMMON ELEMENTS:

1. **Parking and Automobiles.** All vehicles parked overnight in the Project must be registered with the Resident Manager and must have a parking permit. Unlicensed vehicles, vehicles without current registration and safety stickers are not to be parked on the Project. Trailers and boats may not be parked in the Project. Residents must park in their assigned parking space first and park the second or the most utilized permitted vehicle in a visitor space. Oversize vehicles may not park on property. See attached addendum #1 “Parking Rules, February 11, 2012, revision” for complete regulations regarding vehicles and parking at Elima Lani.

   a. **Violations.** Violators of any parking regulations promulgated by the Board shall have their vehicles towed away at their own expense or may be assessed a daily fine until the violation is corrected. If the violator is a tenant, invitee, employee, or guest of any Owner, the Owner shall be held responsible for the payment of towing fees or fines.

   b. **Repairing Cars, etc.** No car repairs or adjustments may be made at any time on the Common Elements of the Project, excepting only minor repairs or adjustments of the type not requiring specialized mechanical knowledge or specialized tools.

   c. **Responsibility for Damage.** Damage to cars and other objects or to the Common Elements shall be the responsibility of the person causing the damage.

2. **Camping.** No camping or use of tents on the Common Elements of the Project is allowed at any time.

3. **Fireworks.** Use of fireworks of any kind anywhere in the Project is strictly prohibited at all times.

4. **Barbecuing.** Outdoor cooking is permitted only on the barbecue units at the pools. Charcoal use is disallowed anywhere on the property.

5. **Pools and Spas.** No more than 4 guests per unit are allowed and resident must accompany his guest to pool or spa. Pool hours are from 9:00 a.m. to 9:00 p.m. Quiet hours are from 6:00 p.m. to 9:00 p.m. Swimwear only allowed in pool or spa. No cut-offs, t-shirts, or tennis shorts permitted. Infants must wear swim diapers in pool. **NO GLASS PERMITTED IN POOL AREA. NO SMOKING OR ALCOHOLIC BEVERAGES PERMITTED.** See attached addendum #2 “Pool rules, February 11, 2012 revision”.

6. **Pool Parties.** Reservations must be made in advance with Resident manager. **Parties are limited to 3 hours duration. Party guests are limited to 12 total.** $10 reservation fee is required and a refundable $100 clean up deposit is required. Parties must be held during a time when the Resident Manager is on premises.

7. **Feeding of Ducks / Turkeys.** Feeding of ducks or turkeys on Elima Lani property is not permitted.

8. **SMOKING.** Smoking on Elima Lani Property is allowed only inside the units with the doors and windows closed.
C. **NOISE AND NUISANCES:**

1. **Noise and Nuisances Prohibited.** No nuisance shall be allowed in the Project nor shall any use or practice be allowed which is improper or offensive in the reasonable opinion of the Board or which is in violation of the By-Laws or these House Rules or which unreasonably interferes with or is an unreasonable annoyance to the peaceful possession or proper use of the Project by other Owners or occupants.

i. **Specific Rules.**

1. **Excessive Noise and Objectionable Odors Prohibited.** Residents and other occupants of the apartments shall avoid unreasonable excessive noise of any kind at all times and shall not cause or permit any unreasonably disturbing noise or objectionable odors to emanate from their apartments.

2. **Hours for Workmen.** No workmen will be allowed in any buildings before 8:00 a.m. or after 7:00 p.m. except in an emergency.

3. **Hours of Reduced Volume.** Radios, TV’s, stereos, etc. in the apartments must be played at a reduced volume after 10:00 p.m. and before 8:00 a.m.

4. **Departure of Guests; Minimizing Noise.** When guests of any apartment are leaving at night, noise must be kept at a minimum.

5. **Soliciting Prohibited.** No commercial or religious soliciting is allowed in the Project. Report all solicitations to the Board.

D. **SAFETY CONSIDERATIONS:**

1. **Supervision of Children.** Children play at their own risk in the Project and should be supervised by an adult at all times. Such risks may include unattended equipment, poisonous substances, fertilizers, open pits, etc., which may be left or stored within the common areas. Parents are responsible for the actions of and will exercise control over their children.

2. **Bikes, Scooters, Skateboards.** Bicycle riding by children or adults is prohibited in parking lots or on sidewalks. Bikes must be walked off property before being ridden. Skateboards, scooters, or other wheeled devises may not be ridden in parking lots or on sidewalks of Elima Lani.

3. **Flammable or Dangerous Liquid.** Flammable liquids such as gasoline, kerosene, or explosive materials or articles deemed hazardous to life, limb, or property will not be stored anywhere within the Project except in connection with the use of small tools or appliances, e.g., lawn mower, by an Owner or tenant.
4. **Right of Entry in Favor of Association.** Every Owner, tenant, or guest hereby grants right of entry to any person authorized by the Board in the event of an emergency originating in or threatening an apartment, whether or not the Owner or occupant is present at the time. Keys to the apartments must be furnished to the Board.

**E. AESTHETIC CONDITIONS:**

1. **Cleanliness, Attractive Appearance of Apartments and Lanais.** All Owners and tenants are responsible for the cleanliness and maintenance of their apartments and lanais. Said areas shall be maintained in a neat, attractive, and sanitary condition. The storage of personal property is strictly prohibited. Lanai furniture, plants, bicycles, exercise equipment, are permitted. Large tools, ladders, appliances, old furniture, storage boxes are not allowed. Custom wood closets painted to match siding are allowed as are Rubbermaid type closets up to 78 inches high, 52 inches wide, and 32 inches deep. The railings may not be lined with any material unless approved by the Board. Only white, bamboo, or light brown horizontal shades may be hung.

2. **Window Coverings.** Window coverings must be white or must be lined with white material only showing to the exterior.

3. **No Objects to be Hung from Windows or Railings.** No clothes, bedding, carpeting, or anything else shall be hung from windows or lanais for any purpose, nor shall clothing or laundry be hung in walkways or windows in such a manner as to be visible from other apartments and/or the common areas.

4. **Trash Disposal.** Food waste shall be disposed of through the garbage disposal whenever possible. All household trash shall be secured in plastic bags, except paper and cardboard, and placed into a dumpster immediately and not stored on lanai or landing. No rubbish or other objects, including old furniture or mattresses, are to be left outside the dumpster. If an object does not fit into the dumpster, it is to be taken to the landfill or disposed of by the resident himself. Garbage is not to be stored on lanai or landing.

5. **Window Cleaning.** Owners shall be responsible at such Owner’s own expense for cleaning all windows which are accessible from the inside of the apartment or lanai.

6. **Garden Hoses.** Garden hoses may not be left outside nor left attached to outside faucets. Hose holders may not be attached to exterior of buildings.

**F. REPAIRS, MAINTENANCE, AND MODIFICATIONS:**

1. **Repairs and Maintenance.**

   a. **Apartment Owner’s Duty to Repair and Maintain.** Every Owner shall promptly perform all repair and maintenance work within his apartment, the omission of which would adversely affect any Common Element or any other apartment and shall be responsible for all loss and damage caused by his failure to do so.
b. **Repairs Inside of Apartment to be at Owner’s Expense.** All repairs of internal installations within each apartment, such as plumbing and electrical fixtures and accessories belonging to such apartment, including the walls and floor coverings of such apartment, shall be at the Owner’s expense.

c. **Repairs Affecting Common Element.** Unless otherwise agreed by all the Owners, any repairs or maintenance, which may affect the Common Elements, shall be performed by a licensed contractor.

2. **Modifications and Additions.** If required by the Declaration and/or By-Laws, any modifications or additions to an apartment or Common Element must receive the prior approval of the Board. Remodeling Request Form must be submitted to the Board of Directors for written approval prior to any modifications other than painting, papering, tiling, and carpeting of interior surfaces. Plans for air conditioner installation and lanai storage cabinet construction must be submitted to the Board and have written Board approval prior to work being done.

a. **Signs.** Except as permitted by the Board, Owner’s or tenants shall not place any signs in or on building or in or upon any other Common Elements.

b. **Board May Require Plans and Specifications.** The Board may require the presentation of plans and specifications prepared by a registered architect or engineer prior to approval.

c. **No Attachment of Objects to the Exterior without Board Approval.** No Owner or tenant, except with the written consent of the Board, shall permit the attachment, hanging, projection, or protrusion of any object, including garments, wiring or other devices for electrical or telephone installations, television, machines, or other equipment or appurtenances on the exterior of a building or protruding through the walls, windows, or roof thereof.

d. **Air Conditioner Installation.** Large air conditioners may be installed in lower half of living room window. Professional installation is required. Clear Plexiglass may be used to fill in above unit. Support bracket is required. Small bedroom window air conditioners may be installed in bedroom window on side of building. Proper fill in material must be used above and/or around unit. Pressure type support bracket is required. See Resident Manager for complete details regarding acceptable materials and installation.

3. **Board May Require Removal of Unauthorized Work.** The Board may inspect any work and order the removal of any work that has not been approved or which may adversely affect the Common Elements or the exterior appearance of the Project.

4. **No Roof Access.** No person whatsoever (other than authorized tradesmen and technicians) shall be allowed on any roof within the Project for any reason.

G. **VIOLATIONS OF THESE RULES:**

1. **Reporting Violations and Damages.** All corrective actions regarding violations of the House Rules and damages to the Common Elements will be enforced by the Board and shall be reported promptly to the Board.
Elima Lani Condominiums House Rules

2. **Damage to Common Elements.** Any damage to the Common Elements shall be surveyed by the Board or other authorized personnel at the direction of the Board and the cost of repair and replacement and any legal fees incurred may be assessed by the Board against the person or persons responsible, including, but not limited to, any Owner for damages caused directly or indirectly by his tenants or such Owner’s (or his tenants) family members, domestic servants, or guests.

3. **Remedies.** The violation of any of these House Rules shall give the Board or its agents the right to:

   a. **Enter Apartments.** Enter the apartments and/or Limited Common Elements in which, or as to which, such violation or breach exists and summarily abate and remove, at the expense of the defaulting Owner (whether or not caused by the Owner or any person for whose conduct the Owner may be responsible), any structure, thing or condition that may exist therein contrary to the intent and meaning of the provisions hereof, and the Board or authorized agents shall not thereby be deemed guilty in any manner of trespass; and/or

   b. **Institute Fine System.** (See attached addendum #3 Fines and Appeals Process)
1. **Resident Parking Permits** - A one time non-refundable fee of $5.00 will be charged for each resident parking permit issued. A maximum of 2 resident parking permits will be issued to any one unit at any time. Parking permits are non-transferable and are only to be displayed within vehicle to which permit is issued. Permits are to be displayed on the windshield in a manner that is fully readable. Any vehicle displaying an expired, invalid, voided or modified permit will be subject to towing at owner’s expense. A $5.00 non-refundable fee will be charged for replacing lost or stolen parking permits.

2. The Resident Manager shall inspect any vehicle, in which a parking permit has been requested and/or required. Vehicles parked within the Project are at owner’s sole risk. Neither Elima Lani Condominium Association, nor any of its residents, employees and/or agents of the association shall be liable for any injuries and/or damages that may arise resulting from the use of the parking lot.

3. Violators of any parking regulations promulgated by the Board of Directors shall have their vehicles subject to tow away at owner’s expense and/or be assessed a daily fine until the violation is corrected. If the violator is a tenant, invitee, employee, or guest of any Owner, the Owner shall be held responsible for the payment of towing fees and/or fines. It is the Owner’s responsibility to inform all tenants, invitees, employees, or guests of parking rules and insure their compliance thereof.

4. Posted vehicle speed limit is 5 miles per hour. Radios must be turned down prior to entering the Project.

5. Vehicle length in excess of 18 ft. bumper to bumper, 7 ft. wide axle width including tires, vehicle weight in excess of 10,000 GVW (Gross Vehicle Weight), or dual-rear-wheel vehicles are prohibited from parking anywhere on property.

6. Boats, motor homes, trailers, campers, or other recreational vehicles may not be parked or stored in parking spaces or other common areas of the Project.

7. Vehicles must be insured and display a valid registration and safety sticker at all times. Resident Manager may request proof of insurance at anytime without notice.

8. Vehicles with modified or otherwise loud exhaust systems; Vehicles that emit excessive exhaust are prohibited from entering property.

9. No vehicle may park in a manner in which the vehicle obstructs walkways and/or driveways regardless of vehicle length or width. No items may be stored within or atop of a vehicle that extends beyond the overall vehicle width or length.

10. Residents must park first within their assigned space before utilizing a Visitor space for a second vehicle. If the unit has two registered vehicles then the most utilized vehicle is to be parked in the visitor space. Visitor spaces are on a first come first serve basis and are not guaranteed.
Elima Lani Condominiums House Rules

ADDENDUM #1
Revised February 2012

RESIDENT AND VISITOR PARKING PERMITS, RULES AND REGULATIONS
(Page 2 of 2)

11. Vehicles parked within visitor spaces must be moved once every 24 hours excluding Saturdays and Sundays. Visitor spaces may not be used for the storage of any vehicle.

12. Each Owner or occupant is responsible for maintaining his/her parking space(s) free of oil drips and debris. If it becomes necessary for the Association to have the space cleaned, the owner will be charged for the costs involved.

13. Maintenance on any vehicle within the parking area is not permitted. No vehicle shall be left on jack stands unattended. Vehicles may only be washed at designated carwash area.

14. VISITOR PARKING PERMITS- A one time non-refundable fee of $5.00 will be charged for each visitor parking permit issued. A maximum of 1 visitor parking permit will be issued to any one unit in which 2 resident permits have been issued. A unit which has only 1 resident parking permit issued may have up to 2 visitor parking permits at any time. Visitor parking permits will be valid for a period of 7 days from the date of issue. Parking permits are non-transferable and must only be displayed within the vehicle to which it is issued. Any vehicle displaying an expired, invalid, voided, or modified permit will be subject to towing at owner’s expense. A $5.00 non-refundable fee will be charged for replacing lost or stolen permits.

15. Parking on Elima Lani property is by permit only. Any vehicle on property after 7:00 a.m. without a valid resident or visitor parking permit will be subject to tow away at owners expense.
By entering pool area, you agree that use of the pool area and any equipment within the pool area is to be used at user’s sole risk. Users agree that they have read, understand and agree to abide by pool rules at all times and that neither Elima Lani Condominium Association, nor any of its residents, employees, and/or agents of the association shall be liable for any injuries and/or damages that may arise resulting from the use of pool area.

**NO LIFEGUARD ON DUTY – SWIM AT YOUR OWN RISK**

1. Pool hours 9:00 A.M. to 9:00 P.M. Quiet hours are from 6:00 P.M. to 9:00 P.M.

2. Management may close pool area at any time for any reason. Pool hours may also be restricted during periods of routine and/or required maintenance.

3. Pool area must be kept in a clean and orderly fashion at all times. Management is not responsible for personal items left in pool area.

4. Persons under 14 years of age must be accompanied by an adult resident of at least 18 years of age and must be supervised at all times. Management staff may require proof of age.

5. Non-resident guest must be accompanied by an adult resident of at least 18 years of age. Management staff may require proof of age. Residents may have a maximum of 4 non-resident guests per unit without prior authorization of management.

6. Entrance gate to pool area must be kept closed and locked when not in use with no exceptions.

7. Only swimwear permitted in Pool or Spa. No cut-offs, t-shirts, tennis shorts or diapers.

8. All persons shall take a cleansing shower bath before entering the Pool or Spa. Any person leaving the Pool or Spa to use the toilet shall take another cleansing shower before reentering the Pool or Spa.

9. All infants, toddlers, and other incontinent persons must wear swim diapers with No Exceptions.
POOL RULES
(Page 2 of 2)

10. No glassware, ceramics and/or other breakable objects permitted in pool area at any time with no exceptions.

11. No rafts, large toys, surfboards, and/or boogie boards are permitted.

12. No diving, horseplay, running, screaming, or throwing of any objects will be permitted.

13. Audio equipment allowed only with headsets or earphones.

14. NO SMOKING or ALCOHOLIC BEVERAGES shall be permitted in pool area at any time.

15. Persons with infectious or communicable diseases, open wounds or bandages shall not enter Pool or Spa.

16. Spitting, spouting of water, and blowing the nose shall be strictly prohibited.

17. Barbecues are located within the pool areas only and subject to pool rules. Barbecues are available for residents use only and are to be cleaned after each use. Barbecue area must be left in a clean and orderly fashion.

18. Entry into pool area by climbing over fence or gate is prohibited.

19. Pets are not allowed in the pool area or to be tied to any part of the pool fence or gate.

OWNERS ARE RESPONSIBLE FOR THEIR TENANTS & GUESTS AND MAY RECEIVE MONETARY FINES AND LOSS OF POOL PRIVILEGES FOR VIOLATIONS OF POOL RULES.
FINES & APPEALS PROCESS
(Page 1 of 3)
The governing documents of Elima Lani Condominiums expressly provide that the Board of Directors has the authority to adopt fines to enforce the provisions of these documents. The Elima Lani Condominiums Board of Directors pursuant to the By-Laws has adopted the following schedule of fines.

Violation of pool rules:

<table>
<thead>
<tr>
<th>Violation</th>
<th>1st violation</th>
<th>2nd violation</th>
<th>3rd violation</th>
</tr>
</thead>
<tbody>
<tr>
<td>Warning</td>
<td>$100.00</td>
<td>$200.00</td>
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<td>$100.00</td>
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<td>$200.00</td>
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</tbody>
</table>

Climbing over pool fence or gate:

<table>
<thead>
<tr>
<th>Violation</th>
<th>1st and subsequent violations</th>
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</thead>
<tbody>
<tr>
<td>$500.00</td>
<td></td>
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</tbody>
</table>

Violation of parking rules:

<table>
<thead>
<tr>
<th>Violation</th>
<th>1st violation</th>
<th>2nd violation</th>
<th>3rd violation and/or tow away at owners expense</th>
<th>Displaying expired, invalid, voided, or modified parking Permit – (including visitor permit)</th>
</tr>
</thead>
<tbody>
<tr>
<td>$25.00</td>
<td>$50.00</td>
<td>$100.00</td>
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Violation of Parking Rules; Fine shall repeat every 24 hours at the highest level until violation is corrected or until vehicle is towed away at owners expense. Vehicle may be towed within 72 hours of violation.

Violation of House Rules:

<table>
<thead>
<tr>
<th>Violation</th>
<th>1st violation</th>
<th>2nd violation</th>
<th>3rd violation</th>
</tr>
</thead>
<tbody>
<tr>
<td>Warning</td>
<td>$50.00</td>
<td>$100.00</td>
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Violation of House Rules; Fine shall repeat every 7 days at the highest level until violation is corrected.

Improper disposal and/or Spillage of refuse:

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<thead>
<tr>
<th>Violation</th>
<th>1st violation</th>
<th>2nd and subsequent violations</th>
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<tbody>
<tr>
<td>$50.00</td>
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</tbody>
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Improper disposal-hazardous or prohibited items or items Too large to fit into dumpster:

<table>
<thead>
<tr>
<th>Violation</th>
<th>1st violation</th>
<th>2nd violation</th>
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</thead>
<tbody>
<tr>
<td>$250.00</td>
<td>$500.00</td>
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</table>

Police Intervention:

<table>
<thead>
<tr>
<th>Violation</th>
<th>1st violation</th>
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</thead>
<tbody>
<tr>
<td>$100.00</td>
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</table>

Any activity that requires police intervention.

Resident Managers Intervention:

<table>
<thead>
<tr>
<th>Violation</th>
<th>1st violation</th>
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</thead>
<tbody>
<tr>
<td>$100.00</td>
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</table>

Any activity that requires Resident Manager’ intervention between the hours of 7 pm & 7 am (Mon thru Fri.)

RM’s Intervention (Weekends & Holidays)

<table>
<thead>
<tr>
<th>Violation</th>
<th>Activity requiring Resident manager’s intervention on weekends (7pm Fri. to 7am Mon.) and/or Holidays</th>
</tr>
</thead>
<tbody>
<tr>
<td>$250.00</td>
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</table>

Violation of Documents (Declaration & By-Laws):

<table>
<thead>
<tr>
<th>Violation</th>
<th>Any Violations of the Declaration of Condominium Property Regime and/or By-Laws.</th>
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</thead>
<tbody>
<tr>
<td>$200.00</td>
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</table>

Resident Manager and/or Board of Directors shall set the time limit in which violation is to be corrected. If Violation is not corrected within the time limit allowed, additional fines will apply.

Violation of minimum 30-day rental requirement of the By-Laws:

<table>
<thead>
<tr>
<th>Violation</th>
<th>1st violation</th>
<th>2nd violation</th>
<th>3rd violation</th>
<th>4th violation</th>
<th>5th &amp; subsequent violations</th>
</tr>
</thead>
<tbody>
<tr>
<td>$500.00</td>
<td>$1,000.00</td>
<td>$1,500.00</td>
<td>$2,000.00</td>
<td>$2,500.00</td>
<td></td>
</tr>
</tbody>
</table>

Page 11 of 13
FINES & APPEALS PROCESS

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 Elima Lani Condominiums and fines at the highest violation level shall continue against the owner(s) until the violation is ended.

All fines are payable within (30) days from the notice of being assessed unless appealed. All fines will be assessed against the owner of the unit involved and it is the responsibility of the owner to collect fines from their tenant(s).

Failure to pay the fines(s) will result in the fine(s) being deducted from the owner’s maintenance fee payment, causing a delinquency. Any maintenance fee account delinquent for more than sixty (60) days will be referred to the Association’s attorney for collection. Delinquent owners will be responsible for all legal fees and court costs.

The Board has established a schedule of fines and penalties for the violation of the documents that govern Elima Lani Condominiums by an owner, owner-occupant, resident, tenant, member of their families or guest. Fines and penalties will be levied against the owner of the condominium in all cases. Unpaid fines and penalties may constitute a lien against the condominium which could result in foreclosure. Any rules and regulations promulgated pursuant to this procedure shall provide that no fine shall be levied without the following procedural safeguards:

1. Notice of the violation by the resident and/or guest of a unit will be provided to the owner of the unit or in the case the unit is rented, then to the tenant and to the owner’s rental agent with a copy of same to the unit owner.

2. A copy of this “Fines and Appeals Process” will be provided along with the notice of the violation and assessment of the fine.

3. Unless otherwise stated within the fine schedule, the first violation notice will be a warning notice only and no fine will be assessed.

4. Fines will be assessed against the owner of the unit only. It is recommended that owners state in their rental agreements that “fines will be paid by the tenant and the fine will be payable with the next monthly rental payment”.

5. The owner of the unit is ultimately responsible for the payment of the fine. Fines are due and payable with the next month’s maintenance fee payment.
APEALS PROCESS

1. The owner of a unit shall have thirty (30) days to appeal the fine from the date of the notice. All requests for appeal must be written and delivered to the Resident Manager and/or the Board Secretary within the 30 day period. E-mail and verbal request will not be accepted. Request for appeal may be sent US Certified Mail to Elima Lani AOAO, Post Office Box 385341, Waikoloa, HI 96738-5341.

2. The Board shall institute a panel of at least four (4) members (one of whom shall be designated as chairman) who shall hear the charges and evaluate the evidence of the alleged violation(s).

3. At such hearing, the owner so charged shall have the right to present oral and written evidence and to question witnesses.

4. The panel shall deliver to the owner so fined within fourteen (14) days after the hearing a written decision, which specifies the fines or penalties, levied, if any, and the reasons thereof.