

**RULES AND REGULATIONS OF
THE ASSOCIATION OF UNIT OWNERS
OF
KAHOMA VILLAGE**

These Rules and Regulations of the Association of Unit Owners of Kahoma Village ("**House Rules**") have been duly adopted by the Board of Directors (the "**Board**") of the Association of Unit Owners of Kahoma Village (the "**Association**") in accordance with Article XI of the Bylaws of the Association of Unit Owners of Kahoma Village recorded in the Bureau of Conveyances of the State of Hawaii as Document No. A-64320514, as the same may be amended from time to time (the "**Bylaws**"). These House Rules are intended to promote harmonious living and maximize enjoyment of Kahoma Village and to protect all occupants of the Units in the Project from annoyance or nuisance caused by improper or unreasonable conduct or use of the Units and of the common areas of the Project by Occupants. Furthermore, these House Rules are intended to ensure a safe, clean, friendly and cooperative environment for the benefit of all Occupants and to retain value in the property. These House Rules shall be enforced under the understanding that Owners want to maintain the level of quality and service set forth in the Declaration of Condominium Property Regime of Kahoma Village, recorded in said Bureau as Document No. A-64320513, as the same may be amended from time to time (the "**Declaration**").

The responsibility for enforcement of these House Rules may be delegated to the Managing Agent for the Project by the Board. All Occupants shall strictly comply with these House Rules and the covenants, conditions, and restrictions set forth in the Declaration and the Bylaws, and shall be bound by standards of reasonable conduct whether or not expressly covered by these House Rules, the Declaration, or the Bylaws.

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

A. DEFINITIONS.

Capitalized terms used herein not otherwise defined shall be defined in accordance with the Declaration. As used in these House Rules, the terms set forth below shall be defined as follows:

1. "**Condominium Documents**" mean the Declaration, Bylaws, the Condominium Map, these House Rules, and the Articles of Incorporation of the Association, if any.
2. "**Design Committee Rules**" mean the rules and regulations adopted by the Design Committee pursuant to the Design Guidelines.
3. "**Guest**" means a guest, family member, licensee, invitee or other visitor of an Occupant.
4. "**Occupant**" means and includes any Owner of a Unit and members of such Owner's family residing in a Unit, and tenants of a Unit.
5. "**Owner**" means a fee simple owner or co-owner of a Unit in the Project, and shall include all persons characterized as an "Owner" in the Declaration.

B. USE.

1. **Use of Units.** 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 Condominium Documents, the Design Guidelines and the respective Unit deeds. No Unit or Limited Common Element of the Project may be used for transient or hotel purposes, or in connection with the carrying on of any business, except as expressly permitted in the Declaration. Time sharing is strictly prohibited.

2. **Use by Occupants and Guests.** Subject to the terms of the Declaration, Bylaws and such Owner's Unit deed, an Owner may lease or rent such Owner's Unit or make it available to guests, but the person or persons leasing, renting, living in or occupying the Unit shall abide by the Condominium Documents and the Design Guidelines, and the Owner shall assume full responsibility for said Occupants' conduct.

3. **Conduct of Occupants and Guests.** All Occupants and Guests shall adhere to these House Rules. Owners are ultimately and legally responsible at all times for the conduct of all Occupants and Guests and for their use of the common areas of the Project. Owners shall be responsible for the reasonable conduct and decorum of their Occupants and Guests, and shall at all times ensure that the behavior of their Occupants and/or Guests is neither offensive to any other Occupant or Guest of the Project nor damaging to any portion of the Common Elements. An Owner shall, upon request of the Board or the Managing Agent, immediately abate and remove, at such Owner's sole cost and expense, any structure, thing or condition that may exist with regard to the occupancy or use of such Owner's Unit by any Occupant or Guest contrary to the intent and meaning of the provisions hereof. If an Owner is unable to control the conduct of any Occupant or Guest to conform with the intent and meaning of the provisions hereof, such Owner shall, upon request of the Board or the Managing Agent, immediately remove such person or persons from the premises, without compensation for lost rentals or profits or any other economic or other damage resulting therefrom. Damage to the buildings or common areas of the Project by any Occupant or Guest shall be the responsibility of the Owner who, or whose Occupant or Guest, caused said damage, and such damage shall be repaired at the expense of the responsible Owner.

4. **Observance of Laws.** Each Owner, Occupant and Guest shall at all times observe and perform all laws, ordinances, rules (including these House Rules) and regulations now or hereafter made by any governmental authority, the Association or the Board applicable to the Unit and the Project. No illegal activity may be conducted within the Project.

C. UNITS.

1. **Registration Requirement.** Occupants shall register with the Managing Agent upon purchasing and/or taking occupancy of a Unit. Registration of Occupants shall include: (a) filling out a Resident Registration Card to include: full name, telephone numbers, and emergency contact on the form adopted by the Managing Agent; (b) signing a receipt for the House Rules; (c) providing the name, address, and telephone number of the rental agent, if applicable; and (d) providing such other reasonable information as shall be requested by the Managing Agent or Board from time to time. All Guests who plan to stay seven (7) days or longer must be registered with the Managing Agent by an Occupant over the age of eighteen (18).

2. Each Occupant shall at all times keep such Occupant's Unit in good order and condition and observe and perform all laws, ordinances, rules, and regulations applicable to the use of the Project and his/her Unit now or hereafter made by any governmental authority or the Board.

3. No Occupant or Guest shall make or suffer any strip or waste or unlawful, improper, or offensive use of a Unit.

4. Nothing shall be allowed, done, or kept in any Unit or Common Element that would cause any increase in the ordinary premium rates or the cancellation or invalidation of any insurance thereon maintained by or for the Association.

5. Nothing shall be allowed, done, or kept in any Unit or Common Element that would overload or impair any of the floors, walls, or roofs within the Project, or cause any increase in the ordinary premium rates or the cancellation or invalidation of any insurance thereon maintained by or for the Association.

6. An Occupant may use such Occupant's garage for parking vehicles, provided that such use does not violate the Declaration, the Bylaws, these House Rules, the Design Guidelines and any Design Committee rules and/or any Federal, State or County law, regulation or code. Garage doors shall remain closed at all times.

7. Recess mounting of loudspeakers in the demising walls between Villa Units is prohibited.

8. Termite Inspections.

a. Villa Units. No less frequently than once each month, the Association, through the Managing Agent, shall cause the exterior of all buildings in which Villas are located to be inspected for evidence of termite infestation. On an annual basis, the Association, through the Managing Agent, may cause the exterior and interior of each such building (including the interiors of the Villa Units) to be inspected for termite damage. Each Occupant shall cooperate with the Association in providing access to his or her Unit for the purpose of such inspections. No less frequently than once each month, the Owner of each Villa Unit shall inspect the interior of his or her Unit for such evidence. Any evidence of termite infestation or damage shall be reported immediately to the Managing Agent. The cost of termite inspections shall be charged to Owners of Villa Units in accordance with the Villa Class Common Expense attributable to such Owner's Unit.

b. Courtyard and Carriage Ways Units. Each Owner of a Courtyard Unit and Carriage Ways Unit shall be solely responsible for inspecting such Owner's Unit for termite infestation. The Owner of Courtyard Units and Carriage Ways Units shall bear the expense incurred by such Owner in connection with the termite inspection and treatment.

9. **Open Houses**. Open houses shall be permitted, provided that the Owner makes prior arrangements with the Managing Agent and provides specific times and locations of the open house. Advertisements and signs placed within the Project must be approved in advance by the Managing Agent. Attendees shall be accompanied by the listing agent or Owner within the Project at all times.

D. COMMON AREAS.

1. Uses.

a. No Occupant or Guest shall make or suffer any strip or waste or unlawful, improper, or offensive use of the Project or alter or remove any furniture, furnishings, or equipment from the Common Elements.

b. No Occupant or Guest shall place, store, or maintain on walkways, roadways, or other Common Elements any furniture, packages, or objects of any kind or otherwise obstruct transit through such Common Elements.

c. Sidewalks, walkways and roadways may not be obstructed or used for any purpose other than ingress and egress.

d. Except as otherwise specifically provided in these House Rules, smoking is not permitted in any Common Elements of the Project.

e. No recreational activities are permitted in any portion of the Project except in those areas expressly designated for such activities.

f. No Occupant or Guest may climb walls, trees, fences or other Common Elements.

g. Parents or legal guardians are responsible for the appropriate supervision of minors at all times.

h. No holiday trees, including Christmas trees, are permitted within the Common Elements.

i. When moving furniture or other large objects in or out of a Unit or through the Common Elements, Occupants must notify the Managing Agent in advance. Permitted moving hours are between 8:00 a.m. and 4:30 p.m. on Mondays through Saturdays. Movers shall not pack or unpack containers or furniture within the Common Elements. Movers shall remove packing materials from the Project and may not utilize the Project trash containers or receptacles to dispose of moving material. The Owner shall arrange for the removal of all such moving material and other trash from the premises at such Owner's cost and expense.

j. Extensive repairs of personal property, motor vehicles, boats, or other equipment, including repairs that could cause damage, defacement or soiling of the area, shall not be permitted in any driveway or the Common Elements of the Project. Any Occupant or Guest who washes, cleans or polishes vehicles within the Project shall thoroughly clean the area immediately after such use.

k. Outdoor cooking shall be permitted within the Limited Common Element land or yard area appurtenant to a Unit, as such areas are identified on the Condominium Map. Outdoor cooking is permitted in designated barbeque areas of the Project, if any, but not in any other Common Element of the Project. Cooking, including, but not limited to, the use of hibachis, barbeque grills, open-fire grills, charcoal grills, and propane grills, is prohibited on the porch of any Villa Unit, in any driveway or garage, and within ten (10) feet of any Unit. All outdoor cooking is subject to regulation by the Board, and shall be conducted in a manner that is not offensive to any neighbor. Fires are not permitted, with the exception of fires for outdoor cooking purposes.

l. Occupants and Guests may not feed non-captive birds or other non-captive animals on lanais, porches or any Common Element.

2. Aesthetics.

a. Design Guidelines. All Units and their Limited Common Elements shall comply with the Design Guidelines, if any.

b. Unightly Objects. No unsightliness that is within the public view is permitted within the Project. For this purpose, "unsightliness" includes, without limitation, the following: (a) the unsightly placement, storage or stowing of non-decorative gear, equipment, cans, bottles, coolers, ladders, trash, boxes, storage cabinets, barrels, garbage cans, household or commercial supplies or other items of personal property in any Limited Common Element land or yard areas, outside the Unit, on lanais, porches or driveways, or in a place where they can be seen from outside of such Unit, except as the Board shall prescribe; (b) unshaded or improperly shaded lights that create objectionable glare; and (c) the placement of any refrigerators or freezers on lanais or porches, all as determined by the Board in its sole discretion.

(i) No items of personal property, including baby carriages, bicycles, 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 will be removed at the Occupant's risk and expense at the direction of the Board. Notwithstanding the foregoing, nothing shall prohibit an Occupant from keeping such items or other similar items within any Limited Common Element land or yard areas, provided that the storage or arrangement of such items does not qualify as "unsightliness" as such term is defined above.

(ii) No Occupant may store a trailer, boat or heavy machinery in a manner that is visible from other Units of the Project or any roadway or walkway of the Project.

c. Laundry and Drying. No clothes, towels, garments, rugs, or other objects shall be hung on clotheslines or from the lanai or porch railings or walls, doorways, windows, or facades of any Unit that is visible to persons outside of the Unit.

d. Lanais, Porches and Front Entrances. Lanais, porches and front entrances of Units shall not be used for the storage of any items whatsoever. During the Developer Control Period, no potted plants or planter boxes shall be permitted on lanais, porches, around the front entrances of Units, or in Limited Common Elements of the Project. No awnings, shades, blinds, screens, louvers or wind baffles may be installed within or along any lanais or porches.

e. Window Treatments. Occupants are permitted to install window treatments pursuant to the approved list and color range set forth in the Design Guidelines, if any. No reflective materials are allowed on windows, including glass coloring. Broken windows must be immediately replaced.

f. Decorations.

(i) No Occupant may decorate the entry door of such Occupant's Unit or any Common Element except in accordance with such standards and/or guidelines established by the Board from time to time.

(ii) No individual decorative enhancements to Unit exteriors is permitted including, without limitation, shutters, trim, lattice, awnings, window planters and pot shelves.

(iii) Holiday decorations are permitted thirty (30) calendar days prior to major holidays, and shall be removed within ten (10) calendar days thereafter.

g. Signs. No signs whatsoever, including but not limited to commercial, political and similar signs, shall be erected or maintained on any Unit or Limited Common Elements appurtenant thereto. Notwithstanding anything herein to the contrary, the following signs shall be permitted:

(i) Such signs as may be required by legal proceedings;

(ii) Residential identification signs, subject to the approval of the Design Committee as to suitability, with a maximum face area of two square feet;

(iii) During the time of construction of any Improvement, job identification signs of a type customarily employed by contractors, subcontractors and tradesmen having a maximum face area of twelve square feet; and

(iv) Not more than one "for sale" or "for rent" sign per Unit may be erected within the Project, and such sign may not exceed three (3) square feet in total area. In addition to the foregoing, for a period of one (1) year following the sale of any Unit to an Owner by the Developer, the Owner shall not display any "for sale" signs (or any other signs of a similar nature advertising the Units for sale) on such Owner's Unit or appurtenant Limited Common Element, Common Area, or areas dedicated to the County of Maui or the State of Hawaii or any agency or agencies thereof; provided, however, that the foregoing prohibition shall not apply to any mortgagee in possession.

h. Exterior Lighting. No exterior lighting may be added to a Unit by an Occupant.

3. Landscaping.

a. Each Owner is responsible for landscaping the Limited Common Element yard area appurtenant to such Owner's Unit within ninety (90) calendar days after the Owner acquires title to the Unit. No landscaping may be installed by any Owner without the prior written approval of the Design Committee, unless the landscaping is installed by the Developer. Landscaping is limited to the approved vegetation listed in the Design Guidelines.

b. No Occupant or Guest may disturb, cut, trim, damage or remove any of the trees located in the landscaped areas adjacent to roadways, parks, guest parking areas or other Common Elements of the Project, 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; provided, however, that this restriction shall in no way limit the right of an Occupant of any Unit to cut, trim, remove or otherwise upkeep and maintain any landscaping within the Limited Common Element land or yard area appurtenant to such Occupant's Unit.

c. No Occupant or Guest may harm, damage, litter in, cut, prune, plant in, dig, uproot, take, remove, or in any way alter any of the landscaping, benches or walls that are part of the Common Elements, including Class Limited Common Elements. No Occupant or Guest may plant, put, place, store, maintain, or affix any plants, planters, statues, water features, or objects of any kind upon or in any portion of said landscaping.

d. No Occupant may plant any trees, bushes, shrubs, groundcover or other vertical landscaping or improvements within any Sideyard Maintenance Easement, Carriage Ways Landscaping Easement, or the

Kahoma Stream Easement. Each of these easement areas shall be used as open spaces, and may be landscaped with grass in accordance with the Declaration. No Occupant may excavate any land within the Kahoma Stream Easement or within in the toe of the stream bank. Each Occupant shall report to the Association any ponding or standing water in the Kahoma Stream Easement within such Occupant's Limited Common Element yard area.

e. The drainage facilities within the Project were designed to comply with County standards, and any alteration to the facilities may adversely impact the Project. Accordingly, no Occupant may: (i) alter the original grading or slope of such Occupant's Limited Common Element yard area; (ii) alter any vegetative swale including the grading or landscaping within such swale; (iii) modify or disturb any drainage swales or drainage facilities as originally designed; (iv) obstruct or otherwise impede any swales or drainage channels located within the Common Elements; or (v) plant any vegetation within any vegetative swales. The original drainage facilities are shown on Exhibit "A" attached hereto and incorporated by reference. All drainage facilities will be solely maintained by the Association.

4. EASEMENT AND ACCESS.

a. **Sideyard Maintenance Easement.** The Owners of certain Carriage Ways Units ("Benefitted Carriage Way Owner") shall have a five (5) foot wide, more or less, nonexclusive easement over the Carriage Ways Unit Yard Area appurtenant to their respective neighboring Carriage Ways Unit ("Burdened Carriage Ways Unit"), as shown on the Condominium Map and described in the Declaration, to enable each Benefitted Carriage Ways Owner to maintain the exterior of such Owner's Unit (hereinafter the "Sideyard Maintenance Easement"). The Benefitted Carriage Way Owner and Occupants may access the Sideyard Maintenance Easement between the hours of 10:00 a.m. and 6:00 p.m. daily for purposes of maintaining such Occupant's Unit or fence. All persons who utilize the Sideyard Maintenance Easement shall avoid causing or creating unreasonably excessive noise of any kind when utilizing the Sideyard Maintenance Easement area, shall exercise due care to preserve any landscaping or improvements therein, and shall remove all trash and personal belongings brought into the Sideyard Maintenance Easement area upon departure.

b. **Association Access.** The Association shall have the right to access the Kahoma Stream Easement, the Carriage Ways Landscaping Easement, and all other easements in favor of the Association as set forth in the Declaration during business hours, or at any time in the event of emergency, for purposes described in the Declaration.

c. **Drainage Facilities.** The Association shall have the right to access the Limited Common Elements during business hours, or at any time in the event of emergency, to maintain, reconstruct, repair and clear any basin, treatment device, swale, inlet or other drainage facility within the Project.

E. PETS.

2. No livestock, poultry, or other animals shall be allowed or kept in any part of the Project, except that dogs, cats, or other typical household pets (collectively, "pet"), such as guinea pigs, rabbits, fish, or birds may be kept by Occupants in their respective Units subject to the conditions and restrictions contained in the Condominium Documents. No animals or pets may be kept, bred, or used within the Project for any commercial purpose.

a. Except for fish, no more than two (2) pets may be kept in a Unit.

b. No pet may exceed fifty (50) pounds in weight. No infant or juvenile pet of a type or breed which, when fully grown, is likely to exceed fifty (50) pounds in weight, may be kept in the Project.

c. No animal defined as a "pest" under Hawaii Revised Statutes ("H.R.S.") §150A-2, or prohibited from importation under H.R.S. § 141-2, § 150A-5, or § 150A-6, may be kept in the Project.

d. Each pet shall be registered by its owner with the Managing Agent, who shall maintain a record of all pets kept in the Project.

e. All pets shall be licensed and vaccinated, as required under applicable law.

3. Notwithstanding any provision to the contrary contained herein, dogs that are specially trained to assist disabled individuals (hereinafter collectively referred to as "**service dogs**") or other animals required by a physician in writing as necessary for emotional support purposes ("**emotional support animals**") shall be permitted at the Project subject to the following restrictions:

a. Service dogs and emotional support animals shall not be kept, bred, or used at the Project for any commercial purpose;

b. Service dogs and emotional support animals shall be permitted within the Common Elements, provided the animal is kept on a leash at all times;

c. For purposes of these House Rules, service animals and emotional support animals shall be considered "pets".

4. Any pet causing a nuisance or unreasonable disturbance to any Occupant or Guest, or that is involved in contact with any Occupant, Guest, or other pet in which injury occurs, shall be permanently removed from the Project promptly upon notice given by the Board or the Managing Agent; provided, however, that any such notice given with respect to a service dog or emotional support animal shall provide that before such animal must be removed, its owner shall have a reasonable time to acquire a replacement animal unless the Board determines that such animal poses an imminent serious threat of physical harm to other Occupants or Guests. A tenant of an Owner must obtain the written consent of the Owner to keep a pet in the Unit. Notwithstanding such consent, a tenant may keep only those types of pets permitted under these House Rules. The Board may from time to time promulgate such rules and regulations regarding pets as the circumstances may require or the Board may deem advisable.

5. Except as otherwise provided herein, no pets shall be allowed in the Common Elements except when in transit. Any pet (other than a service dog or emotional support animal) in transit through the Common Elements must be carried whenever practicable or on a leash that keeps the pet within three feet (3') of its handler's feet. Pets may be exercised or walked on the Common Elements if such pets are, at all times, leashed and under complete control of a capable person. Pets shall not be allowed to come into contact with other pets or persons, except as permitted by such persons or the owners of the other pet(s).

6. Any damage to the Project caused by a pet shall be the full responsibility of the owner of the pet and the Owner of the Unit in which the pet is kept, and the costs of repair or replacement shall be specially assessed to such person(s).

7. Owners of pets shall be responsible for immediately picking up and cleaning up after their pets. Pet waste and trash (sand, litter paper, etc.) shall be wrapped and disposed of with extra care.

8. Owners of dogs, including service dogs and emotional support animals, shall be assessed an initial registration fee of \$25.00 per animal to defray the additional costs incurred by the Association in properly cleaning and maintaining the Common Elements of the Project.

9. Any pet which, in the sole judgment of the Board, causes a nuisance, unreasonable disturbance, or threat to the health or safety of any 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.

10. In no event shall the Board, the Association or the Managing Agent be deemed liable for any loss, damage or injury to persons or property caused by or arising in connection with any Occupant's or Guest's pet. Each owner of a pet, and each Owner of the Unit in which the pet is kept or visiting, shall indemnify, defend and hold harmless the Board, Association and Managing Agent from and against any and all damages, liabilities, cost, expenses, including reasonable attorneys' fees, claims and actions at law or in equity arising out of or in any way relating to such pet.

F. PARKS.

1. The parks within the Project may be used between the hours of 7:00 a.m. and 7:00 p.m. daily.
2. All Occupants acknowledge and agree that the Managing Agent may issue rules governing the use of the parks that are not inconsistent with these House Rules. All persons shall comply with the requests of the Managing Agent with respect to matters of personal conduct at the parks. The employees of the Managing Agent and/or security personnel are authorized to require any person using the park to identify himself or herself by name and Unit number and, if a Guest, to give the name and Unit number of the host Occupant.
3. All persons using the parks are required to exercise due care to preserve the functionality and appearance of the parks. All trash and personal belongings must be removed after use of the park facilities.
4. Eating, drinking of beverages (excluding alcoholic beverages), and picnicking may be allowed in designated areas within the parks. The use of hibachis, barbeques grills, and other open-fire cooking equipment is strictly prohibited in all areas except the designated barbeque area (if any). No alcoholic beverages may be consumed at the parks.
5. Intoxicated persons are not permitted to use the parks.
6. Pets, service dogs and emotional support animals are permitted in the parks, subject to compliance with Section E herein.
7. Anyone who violates the park rules may be asked by the Managing Agent or a security officer for the Project to leave the park.

G. PARKING AND DRIVING.

1. **Parking.** Parking in unmarked paved areas is prohibited, except for temporary loading and unloading. No vehicle may be parked or left unattended, except in the garages that are a part of a Unit, or in assigned parking stalls or designated guest or handicap parking stalls (if appropriate), or in a Limited Common Element driveway that exclusively serves a Unit. All vehicles shall be centered in the designated guest or handicap parking stalls to prevent crowding of adjacent stalls and blocking passage. Guests must park in designated guest parking stalls or areas, and Owners shall issue guest passes using the form provided by the Managing Agent. Each guest pass must be filled out in its entirety and displayed on the dashboard of guest vehicles at all times while parked within the Project. Guest vehicles without parking passes may be towed at the owner's cost.
2. **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 signs for the safety of all, and to exercise extreme caution in the operation of all vehicles within the Project.
3. **Damage.** Damage to the Common Elements and to other property within the Project shall be the responsibility of the person causing the damage.
4. **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.

H. NOISE AND NUISANCE.

1. No nuisance shall be allowed in the Units or the Common Elements, nor shall any use or practice be allowed that is improper or offensive in the reasonable opinion of the Board, 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 Occupants.

2. Occupants and Guests shall not cause or create unreasonably excessive noise of any kind at any time, and shall not cause or permit any unreasonably disturbing noise or objectionable odors to emanate from their Units. Excessive noise should be reported to the Managing Agent who will take appropriate action. Occupants and Guests shall observe quiet hours between the hours of 10:00 p.m. and 7:00 a.m. on weekdays (Sunday through Thursday nights) and between midnight and 8:00 a.m. on weekends (Friday and Saturday nights).

3. Occupants and Guests shall exercise care in the use of musical instruments, radios, televisions, stereos, amplifiers, etc. that may disturb other Occupants and Guests.

4. Noise due to departing Guests, particularly at night, shall be kept at a minimum.

I. MAINTENANCE AND MODIFICATION OF UNITS.

1. Nothing shall be allowed, done or kept in any Unit, its Limited Common Elements or the Common Elements of the Project that would be a violation of the Condominium Documents or any applicable law.

2. No structural changes of any type shall be permitted either within or without a Unit, its Limited Common Elements, or Common Elements except as permitted by, and in accordance with, the Condominium Documents and Design Guidelines.

3. Except as otherwise permitted in the Condominium Documents, the Design Guidelines and/or the Design Committee rules, no alterations, modifications or changes to the original design of a Unit shall be made except as permitted by, and in accordance with, the Condominium Documents.

4. Each Owner shall from time to time and at all times promptly perform all repair, maintenance and alteration work within such Owner's Unit, the omission of which would adversely affect any Common Elements or any other Unit, and shall be responsible for all loss and damage caused by such Owner's failure to do so.

5. Each Owner is responsible for the maintenance of its Unit and appurtenant Limited Common Elements. Accordingly, all repairs of internal installations within each Unit, such as water, light, gas (if any), power, sewage, telephone, sanitation, and fixtures and accessories belonging to such Unit, including the interior walls, floors, ceilings and garage of such Unit, shall be the responsibility of the Owner and shall be made at such Owner's expense in accordance with the Condominium Documents.

6. No Owner or Occupant shall, without the prior written approval of the Board, install any wiring for electrical or telephone installations, machines, air conditioning units, other equipment or appurtenances whatsoever on the exterior of a Unit or protruding through the walls, windows, or roof of a Unit, except as approved by the Board and Design Committee and installed in accordance with any Design Guidelines and in accordance with any instructions and/or restrictions imposed by the Board.

7. To the extent permitted by applicable law, no Owner or Occupant may install any television or other antennas, satellite dish or receiving apparatus in or upon such Owner's Unit (and areas appurtenant thereto) without the prior written consent of the Board and Design Committee, and in accordance with any instructions and/or restrictions imposed by the Board.

J. CONSTRUCTION WORK.

1. Construction activity in connection with any alteration, modification or change to any Unit shall be performed between Monday and Saturday (excluding state and/or federal holidays) between the hours of 8:00 a.m. and 5:00 p.m.

2. All contractors or laborers engaged in the construction of improvements to a Unit shall be notified that off-site parking will be required unless such contractor arranges through the Managing Agent for on-site parking in certain designated stalls or areas, or parks in the Owner's garage, driveway or parking stall. If on-site parking is provided and any contractors, subcontractors or their workers park in stalls or areas that are not specifically cleared through the Managing Agent, such vehicles may be towed at the expense of such contractor, subcontractor or worker. Contractors may also arrange through the Managing Agent for temporary parking to load and/or unload materials and/or equipment.

3. All Common Elements of the Project shall be cleared of construction debris and other rubbish on a daily basis by any person(s) working on a Unit. No trash or other debris from construction activity may accumulate in the Common Elements of the Project.

4. Owners and their contractors may not use any Project trash containers or receptacles to dispose of construction trash or debris. The Owner shall arrange for the removal of all such construction debris and other trash from the premises at such Owner's cost and expense. If this rule is violated, the Association reserves the right to charge the Owner for the cost to remove such construction trash or debris and/or to bar the offending contractor from entering the Premises until satisfactory arrangements are made to remove such construction trash and debris, and reasonable assurances are provided to the Association that such violation will not re-occur.

K. SOLAR ENERGY DEVICES. An Owner who desires to install a solar energy device ("**Device**") shall follow the application procedure set forth in the Design Guidelines.

1. If the Device will be placed on any Common Element or Limited Common Element, the following additional criteria shall apply:

a. The Owner shall comply with the design and installation requirements for Devices set forth in the Design Guidelines.

b. The Owner (and each successive owner) shall maintain a policy of insurance with limits of not less than Five Hundred Thousand and No/100 Dollars (\$500,000) covering the Owner's obligations under H.R.S. § 196-7(d), and naming the Association as an additional insured thereunder. Within fourteen (14) calendar days after the Board has approved a Device, the Owner must deliver to the Board a certified copy of a certificate of insurance evidencing the required insurance coverage and such additional information as the Board may reasonably require.

c. The Owner (and each successive owner) is responsible for any and all damage to the Devices, Common Elements, Limited Common Elements, adjacent Units, and the Villa Building (with respect to Villa Units) caused by or arising from the installation, maintenance, repair, removal, replacement, use or operation of the Device. Any roof leaks that result from the use, maintenance, repair or removal of the Device will be repaired at the Owner's expense.

d. The Owner (and any successive owner) shall remove the Device if reasonably necessary or convenient for repair, maintenance or replacement of the Common Elements or, with respect to a Villa Unit, if the Board determines that the Device is causing damage to the structure or safety of the Villa Building.

2. The Owner must deliver to the Board an executed instrument under which the Owner assumes all liability and releases the Association from any and all obligation for liabilities resulting from the Device and its installation, operation and use.

3. The Association is not responsible for any natural or man-made objects that block or reduce the amount of sunlight available to any Device. The Association shall not be required to trim or remove any trees that affect any Device.

4. If at any time the Board determines that a Device is poorly maintained, inoperable, or it is abandoned by the Owner, the Association may demand its removal at the Owner's expense.

5. The Association has the authority to specially assess an Owner (and its successors) who is responsible for damage, loss, or injury to Devices, Common Elements, Limited Common Elements, adjacent Units or the Villa Building arising from any work related to the installation, maintenance, operation, repair, removal or replacement of a Device. This obligation is assumed by each successive owner until the Device has been removed from the Unit, Common Elements or Limited Common Elements.

6. Notwithstanding any provisions in these House Rules, no conditions or restrictions shall be imposed by the Board that would affect the efficiency or cost of the Device contrary to H.R.S. §196-7.

L. EMPLOYEES OF THE ASSOCIATION. No Occupant or Guest may ask any maintenance employee to leave the Common Elements or to perform any tasks. All maintenance employees are solely under the direction of the Managing Agent and the Board.

M. HAZARDS.

1. Unless the Board gives advance written consent in each and every instance, Occupants and Guests shall not use any illumination other than electric lights, or use or permit to be brought or stored in Units or Common Elements any flammable oils or fluids such as gasoline, kerosene, naphtha or benzine, fireworks, gunpowder other explosives or other articles deemed highly dangerous or hazardous to any person or property.

2. Flammable objects including, but not limited to, furniture that is not fire-retardant, are prohibited on Villa porches and areas around the Villa Buildings.

3. Nothing shall be thrown from the windows of any Unit in the Project including, without limitation, cigarettes, matches or fireworks of any kind. The use of fireworks within the Project is strictly prohibited.

N. TRASH DISPOSAL.

1. No refuse, garbage, or trash of any kind shall be thrown, left, placed or kept in any Common Area of the Project. All Occupants shall comply with the garbage disposal rules established from time to time by the Association, the County, and the Project's trash removal company, as applicable.

2. **Carriage Ways and Courtyard Trash Disposal.** Each Carriage Ways Unit and Courtyard Unit shall be issued a trash container by the County or by a trash removal company, as applicable.

3. **Villa Trash Disposal.** All refuse, garbage and/or trash must be completely bagged in a plastic bag, bound, and deposited by Villa Occupants in the designated trash containers or receptacles located within the Villa Limited Common Elements. If the trash containers or receptacles are full, the Managing Agent should be immediately contacted for assistance.

4. All items suitable for recycling shall be placed in the designated recycle bins. All cardboard cartons must be flattened before placement in the bins. If the bins are full, the Managing Agent should be immediately contacted for assistance.

5. Trash containers or receptacles shall only be used for household refuse, garbage and/or trash as permitted by applicable law. All large or bulky items shall be hauled away by the Occupant upon coordinating with the Managing Agent. Occupants shall dispose of household hazardous waste pursuant to County guidelines.

O. GENERAL HOUSE RULES.

1. All Occupants shall observe and adhere to the Condominium Documents, including these House Rules, and shall ensure that all Guests adhere to the Condominium Documents and these House Rules. Owners are responsible at all times for the reasonable conduct and decorum of their Occupants and Guests while in the Project.

2. If expenses are incurred due to violations of these House Rules by any person for whom an Owner is responsible, the Owner shall pay for such expenses, including reasonable attorneys' fees.

3. The Managing Agent is not required to give access to a Unit without the written permission of the responsible Owner, Occupant, or their authorized agent.

4. Each Occupant shall be responsible for the keys to such Occupant's Unit. However, to facilitate the right of access to the Managing Agent or the Board as set forth in the Bylaws, an Owner may, but shall not be required to, furnish a set of keys to the Managing Agent. If an Owner desires to furnish keys to the Managing Agent, such Owner shall execute a release and indemnification agreement in a form provided by the Board agreeing that the Owner releases the Managing Agent, the Association and the Board from any and all liability and indemnifies and holds harmless the Managing Agent and the Board from any and all claims, damages or liabilities that may be incurred by the Managing Agent or the Board in connection with furnishing such keys to the Managing Agent. The delivery of such keys shall be at the sole risk of the Owner, and the Managing Agent and the Board of the Association shall not be liable for injury, loss or damage of any nature whatsoever directly or indirectly resulting therefrom or connected therewith. If an Owner elects not to furnish keys to the Managing Agent and 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 such forcible entry, including all costs of replacement or repair to any part of the Unit or Common Elements damaged by the forced entry.

5. Each Occupant shall assume full responsibility for protecting his or her Unit, the contents thereof, and all other personal property from theft, robbery, pilferage, vandalism and other loss.

6. Toilets, sinks, and other water apparatus in the Units or anywhere in the Project shall not be used for any purpose other than those for which they were designed, and no sweepings, rubbish, rags, sanitary napkins, diapers or other articles may be thrown into them. Any damage resulting from misuse of any toilets, sinks or other water apparatus in a Unit shall be repaired and paid by the Owner of such Unit.

7. Any person needing assistance should directly call the Maui Police Department, the Fire Department, or ambulance for emergency assistance. Any emergency that potentially involves any risk or damage to any Unit, Common Element or the Project shall be brought to the immediate attention of the Managing Agent.

P. VIOLATIONS OF HOUSE RULES.

1. REPORTING VIOLATIONS AND DAMAGES.

a. All persons shall comply with and cooperate with the requests of the Managing Agent with respect to matters of personal conduct in and about the Common Elements and the Project.

b. All corrective actions regarding violations of the House Rules and damage to the Common Elements will be enforced by the Board, and should be reported promptly to the Board or the Managing Agent.

c. Damage to Common Elements shall be surveyed by the Board or the Managing Agent at the direction of the Board, and the cost of repair or replacement and any legal fees incurred in connection therewith may be assessed by the Board against the person responsible including, but not limited to, any Owner for damages caused directly or indirectly by such Owner's Occupants or Guests.

2. THE VIOLATION OF ANY OF THESE HOUSE RULES SHALL GIVE THE BOARD, THE MANAGING AGENT AND THEIR AGENTS THE RIGHT TO:

a. ENTER THE UNIT AS TO WHICH A VIOLATION OR BREACH EXISTS, AND TO SUMMARILY ABATE AND REMOVE, AT THE RISK AND EXPENSE OF THE DEFAULTING OWNER (WHETHER OR NOT CAUSED BY THE OWNER OR BY 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 THESE HOUSE RULES, AND THE BOARD OR THE MANAGING AGENT SHALL NOT THEREBY BE DEEMED GUILTY IN ANY MANNER OF TRESPASS; PROVIDED, HOWEVER, THAT JUDICIAL PROCEEDINGS MUST FIRST BE INSTITUTED BEFORE ANY ITEMS OF CONSTRUCTION CAN BE ALTERED OR DEMOLISHED; AND/OR

b. ENJOIN, ABATE OR REMEDY BY APPROPRIATE LEGAL PROCEEDINGS, EITHER AT LAW OR IN EQUITY, THE CONTINUANCE OF ANY SUCH BREACH, AND ALL COSTS AND EXPENSES THEREOF, INCLUDING REASONABLE ATTORNEYS' FEES, INCURRED BY OR ON BEHALF OF THE ASSOCIATION IN ENFORCING ANY PROVISIONS OF THE CONDOMINIUM DOCUMENTS, SHALL BE BORNE BY THE DEFAULTING OWNER (WHETHER OR NOT CAUSED BY THE OWNER OR BY ANY PERSON FOR WHOSE CONDUCT THE OWNER MAY BE RESPONSIBLE); AND/OR

c. LEVY FINES IN ACCORDANCE WITH THE PROCEDURE SET FORTH IN THE BYLAWS AND/OR THESE HOUSE RULES.

3. MONETARY FINES.

a. In addition to any other remedy available to the Association by law or in equity, a monetary fine, as stated below, may be charged against the responsible Owner for each violation of the Declaration, Bylaws, and/or House Rules. 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.

b. The fine for any violation shall be imposed as follows:

1. **First Step** - written citation to the offending Occupant, with a copy of said citation sent to the Owner if the offender is not the Owner.
2. **Second Step** - written citation to the offending Occupant, with a copy sent to the Owner if the offender is not the Owner. A fine of fifty dollars (\$50.00) (per violation) will be assessed against the Owner if the violation that prompted the first written citation is not corrected within thirty (30) calendar days from the delivery or mailing, whichever occurs earlier, of the first written citation, if there is a second violation of the same provision of the Declaration, Bylaws, or House Rules, or if there is a subsequent violation of a different provision of the Condominium Documents.
3. **Third Step** - written citation to the offending Occupant, with a copy sent to the Owner if the offender is not the Owner. A fine of one hundred dollars (\$100.00) (per violation) will be assessed against the Owner if the violation that prompted the second written citation is not corrected within thirty (30) calendar days from the delivery or mailing, whichever is first in time, of the second written citation, if there is a third violation of the same provision of the Declaration, Bylaws, or House Rules, or if there is a subsequent violation of a different provision of the Condominium Documents.
4. **Fourth Step** - written citation (sent via Certified and Regular Mail) to the offending Occupant, with a copy sent Certified and Regular Mail to the Owner, if the offender is not the Owner. A fine of two hundred dollars (\$200.00) (per violation) will be assessed against the Owner if the violation that prompted the third written citation is not corrected

within thirty (30) calendar days from the delivery or mailing, whichever is first in time, of the third written citation, if there is a fourth violation of the same provision of the Condominium Documents, or if there is a subsequent violation of a different provision of the Condominium Documents. The Association also reserves the right to take appropriate legal action to preclude the continuance of the violation(s).

c. Any assessment that is not paid within fifteen (15) calendar days after the due date shall be subject to a late charge as established by the Board from time to time.

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

e. The Managing Agent and its staff, as agents for the Board, are authorized to issue written citations and levy fines.

f. **Appeal from Citations and Fines.** Any person fined and/or cited ("appellant") by the Board or Managing Agent may appeal from such fine and/or citation as follows:

1. **Notice of Appeal.** By delivering to the Managing Agent, within twenty (20) calendar days after the date of delivery or mailing to the appellant, whichever is first in time, of written notice of such fine and/or citation, a written notice of appellant's appeal and the reason(s) therefor. 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) calendar 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) calendar days prior to 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.** At a meeting of the Board at which 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 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 be rescinded.

Q. AMENDMENT OF HOUSE RULES. These House Rules may be amended in the manner set forth in Article XI of the Bylaws.

R. COMPLIANCE WITH PROJECT DOCUMENTS; NONAPPLICABILITY TO DEVELOPER. Notwithstanding anything herein to the contrary, these House Rules shall be subject to the Condominium Documents, and in the event of any conflict between these House Rules and the Condominium Documents, the Condominium Documents shall govern and control, and the Board shall make such changes to these House Rules as necessary from time to time to comply with the Condominium Documents. During the Developer Control Period, these House Rules shall not apply to the Developer or any Units owned by the Developer.

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Exhibit "A"

[Insert condominium map showing drainage facilities]

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 Kahoma Village, this 8th day of May, 2017

SCD Kahoma Village, LLC

By Stanford Carr Development, LLC
Its Manager

By 
Stanford S. Carr
Its Manager