

NEW CAMP AT KAHUKU VILLAGE

HOUSE RULES

Article 1 INTRODUCTION

The following rules and regulations (“House Rules”) of the New Camp at Kahuku Village condominium property regime (the “Project”) have been adopted by the Association of Unit Owners of New Camp at Kahuku Village (the “Association”), by its Board of Directors (the “Board” or “Board of Directors”) in accordance with the Bylaws of the Association of Unit Owners of New Camp at Kahuku Village (the “Bylaws”), and the covenants, conditions and restrictions set forth in the Declaration of Condominium Property Regime for New Camp at Kahuku Village (the “Declaration”), as all of the above same may be amended from time to time.

The Board has the authority and responsibility of enforcing the House Rules as may be deemed necessary, in order to maintain the Project in good order and condition and to provide comfort and security to all of its owners, occupants, invitees and guests. The House Rules apply to all owners and occupants of the Project, and to all other persons who are on the Project premises at any time, including lessees, tenants, licensees, employees, agents, guests and invitees.

These House Rules have been adopted in an effort to create a pleasant, safe, and friendly environment that respects the rights of all occupants, to assist in the maintenance and care of certain areas of the Project and its grounds, and to maintain building and construction standards that protect the integrity of the Project.

The managing agent (the “Managing Agent”) shall provide a copy of these House Rules to each owner of a Unit. The terms of any lease between an owner and lessee shall incorporate these House Rules by reference and shall require compliance with the House Rules at all times. Unit owners are responsible for providing lessees with copies of these House Rules or requesting that a copy be provided by the Managing Agent.

Article 2 OCCUPANCY AND USE OF UNITS

2.1 Units. The Units shall be occupied and used by the Unit owners and their families, tenants, and guests for residential purposes only and in accordance with the Declaration and the Bylaws. Notwithstanding the foregoing, Rainbow School shall continue to be used as a school in accordance with and to the extent permitted as a legal non-conforming use under the Land Use Ordinance for the City and County of Honolulu then in effect. Any violation of occupancy limits imposed by any law or regulations shall also be a violation of these House Rules.

2.2 Conduct. Each Unit owner shall be responsible for the conduct of their occupants, lessees, tenants and guests at all times, ensuring that they comply with the Project’s Declaration, Bylaws, the Design Guidelines and these House Rules and do not cause damage to any other Unit, the Common Elements or the Limited Common Elements of the Project.

2.3 Obstruction of Ingress and Egress. No person shall place, store or maintain on the Project’s common access driveways or any of the Common Elements any object or personal

belonging of any kind that would obstruct transit in, out of, or through the Project's common access driveways or the Common Elements.

2.4 Use Limitation. Nothing shall be allowed, done or kept in any Unit, Limited Common Element area, or the Common Elements of the Project, which would cause an increase in the ordinary premium rates or the cancellation or invalidation of any insurance policy or policies, maintained by or for the Association, nor shall any noxious or offensive activity or nuisance be made or suffered thereon.

2.5 Condition. Every Unit owner and occupant shall use his or her Unit and any Limited Common Elements appurtenant thereto in a strictly clean and sanitary condition, and shall observe and perform all laws, ordinances, rules and regulations now or hereafter made by any governmental authority or the Association.

2.6 Fireworks and Firearms. There shall be no shooting or use of fireworks of any type at any time in, from or around any Unit or in the Common Elements or Limited Common Elements except by special permission from the Board or unless permitted by law. There shall be no shooting or use of firearms of any type at any time in, from or around any Unit or the Limited Common Elements and/or the Common Elements.

2.7 Outdoor Cooking. All outdoor cooking is restricted to covered fireproof containers specifically intended for that purpose. These fireproof cooking containers must be placed in a location within the Limited Common Element area so that smoke, heat, or flames are not a fire hazard to any structure or cause for complaint from the other Units. All outdoor cooking shall be monitored under constant responsible supervision. "Cold" charcoal ash shall be placed in a trash bag and properly disposed of in trash bins. DO NOT dump hot coals or ashes on any Common Element areas or in Common Element trash containers.

2.8 Camping. No portable tents or makeshift camping structures or outdoor sleeping shall be permitted outside of the Units, in the Limited Common Element areas, or in any accessory buildings or sheds, nor in any vehicle.

2.9 No Storage on Porches. Porches may be used for appropriately sized patio or porch furniture and small plants. No other objects or personal property such as appliances, refrigerators, exercise equipment, boxes or crates shall be permitted to remain for more than a temporary period of time, not to exceed seven (7) calendar days. Any items deemed unsightly by the Board or Managing Agent and visible from the Project's common access driveways, shall be promptly removed, upon the request of the Managing Agent or the Board, in their sole discretion.

2.10 Visual Appearance of a Unit. In addition to the provisions of the Design Guidelines:

(a) The appearance of each Unit from the Project's common access driveways and Common Element areas, shall at all times be kept in a clean, neat and sanitary condition. Unit porches, carports, and any accessory buildings shall not be used for the visible storage of items of personal property, trash, boxes, containers or bins of any kind and shall be kept clear of all debris visible from the Project's common access driveways. No abandoned or inoperable vehicles, equipment or appliances shall be stored or kept on Unit porches, in carports, garages, or Limited Common Element areas visible from the common access driveways or the Common Elements.

(b) All garbage and trash containers, mechanical equipment and any other outdoor maintenance or services facilities shall be shielded from view from the Project's common access driveways. Garbage and trash cans may be stored in the Limited Common Elements in an area not visible from the common access driveways or Common Elements. Trash cans may not be stored on porches, in carports or garages, or be left in front of the Unit or on the Project's common access driveways with the sole exception of the brief window outlined in the following sentence. On trash pickup days, trash cans shall be placed on the curb area bordering the common driveway in front of the owner's Limited Common Element area for pickup after 5:00 PM the day prior to trash pickup service and shall be removed from the common driveway and stored out of view and on the Unit's Limited Common Element area by 7:00 PM the day of pickup.

2.11 No Temporary Carports or Tents. No temporary carports, makeshift shelters or tents of any kind, including canvas and tarp, shall be allowed in the Limited Common Element areas visible from the common access driveways.

2.12 Soil and Erosion Control. Unit owners shall maintain erosion control measures within their respective Units and Limited Common Element(s) (including, without limitation, grading, planting of hedges, trees, grasses and construction and installation of ditches, swales, berms, flumes, revetments, retaining walls and pilings) as may be necessary to implement soil conservation measures, to prevent erosion of the land, and to improve drainage of storm waters and run-off over and across the Project and to divert waters from anywhere within the Project into existing streams, flumes, canals, ditches and other water courses located within the Project.

2.13 Temporary Occupancy of Units.

(a) **Rental of Dwelling Unit.** Subject to the terms of the Unit deed, the Declaration and the Bylaws, every Unit owner, or such owner's designated agent, may lease or rent the owner's Unit, or make it available for use for friends or public, but the person or persons occupying the Unit shall abide by these House Rules, State and/or County licensing and tax requirements, and the owner shall assume the responsibility for the occupants' conduct. It is the responsibility of the Unit owner or such owner's designated agent to notify the Managing Agent of all the names and length of anticipated occupancy of any occupant.

(b) **Conduct of Tenants, Etc.** A Unit owner, and the owner's agent if applicable, shall be responsible for the conduct of such owner's lessees, tenants, renters, invitees or guests and shall, upon request of the Board or Managing Agent, immediately abate and remove, at such owner's expense, any structure, thing or condition that may exist with regard to the occupancy of such owner's Unit by any lessees, tenants, renters, invitees or guests contrary to the provisions of these House Rules or the Design Guidelines. If the Unit owner or agent is unable to control the conduct of the lessees, tenants, renters, invitees or guests, such Unit owner shall, upon request of the Board or Managing Agent, immediately remove such lessees, tenants, renters, invitees or guests from the premises, without compensation for lost rentals or any other damage resulting therefrom. If the Unit owner fails to take action within the time allocated by the Board of Managing Agent, the Board, or the Managing Agent as directed by the Board, may take action, including legal remedies, to remove the lessee, tenant, renter, invitee or guest, or remedy or abate the conduct, without liability to any Unit owner for loss of rents or damage therefrom. Any cost incurred by the Association to remove or abate the conduct, including attorneys' fees, shall be the responsibility of the Unit owner as provided in the Bylaws.

Article 3

STRUCTURAL CHANGES AND RENOVATIONS TO BUILDINGS AND STRUCTURES

3.1 **Design Guidelines.** No structural or exterior cosmetic changes of any type nor any outdoor improvements shall be permitted to a Unit without the prior written consent and written approval by the Architectural Review Committee (the "ARC") defined in the New Camp at Kahuku Village Third Amended and Restated Design Guidelines the "Design Guidelines"). All renovation and major repair requests must be submitted to the ARC in accordance with the Design Guidelines, which govern all repairs, renovations, improvements, and construction work on all Units and accessory Unit buildings and structures. The Design Guidelines set forth requirements for architectural design, placement of buildings, landscaping, color schemes, exterior finishes and materials and similar features, etc. which are recommended for use in the Project. All repairs, renovation, construction, maintenance and other improvements must be performed in strict compliance with the Design Guidelines. Except as may be otherwise provided in the Bylaws, the Design Guidelines may be amended only with the written consent of a majority of the Unit owners.

3.2 **Government Approvals.** In addition to the requirements of the Design Guidelines and the provisions of the Declaration, Bylaws and all applicable law, the Unit owner shall, prior to commencing any work on or in a Unit or its accessory buildings or structures, first obtain all necessary governmental building and demolition permits from the City and County's building department, obtain all required approvals from other governing agencies, as may be required, and second, retain an archaeological monitor to be on site prior to engaging in any ground disturbing activities. All renovation and construction work shall be performed in accordance with applicable building and zoning codes for the Project.

3.3 **Application to Undertake Work.** Applications for review by the ARC are available from the Managing Agent. In every instance, validly licensed and insured contractors shall be used to perform the renovation or construction work. All construction work shall be performed from Monday to Friday, during the hours of 8:00 a.m. to 4:30 p.m. only. No construction work or noise related to construction work shall be permitted outside of those times, on weekends, or on Federal and State Holidays.

3.4 **ARC Approval Required.** Except as otherwise permitted by the Declaration, the Bylaws or the Design Guidelines, none of the following actions can be taken without the prior written approval of the ARC, as applicable: (a) alterations or modifications to any building or structure's exterior that are visible from the Project's common driveways and (b) alterations or modifications to the Common Elements. For example, the following shall require the prior written approval of the ARC: the placement of exterior signs, the installation of wiring or other devices for electrical or telephone installations that protrude through the roof of a structure; and the installation or placement of radio or television antenna, satellite dishes or other equipment or appurtenances of any kind on the exterior of a building. With respect to the installation and regulation of antenna and satellite dishes in the Project, in every instance the Unit owners shall comply with and be subject to the Over-the-Air-Reception Devices ("OTARD") Rule (47 C.F.R. § 1.4000), adopted by the Federal Communications Commission pursuant to Section 207 of the Telecommunications Act of 1996. All installation, repair and maintenance costs of any antenna or satellite dish device installed in a Unit shall be the sole responsibility of the Unit owner.

3.5 **Solar Energy Devices.** Solar energy devices may be installed pursuant to Section 4.4.6 of the Design Guidelines.

3.6 **Design Guidelines; Incorporation by Reference.** The provisions and requirements of the Design Guidelines are hereby incorporated herein by reference. Copies of Design Guidelines, as the same may be modified from time to time, are available from the Managing Agent.

Article 4
VEHICLES, PROJECT DRIVEWAYS, ACCESS AND PARKING

4.1 **Parking**

(a) **Resident Parking.** Vehicles owned by Unit owners and occupants shall at all times be parked within the Units' respective Limited Common Element area. Vehicles shall not be parked on the Project common access driveways, nor shall vehicles be parked in any manner that would impede or prevent ready access by other vehicles to any of the Project's common access driveways, any individual Unit driveway or the Limited Common Element areas of other Units in the Project.

(b) **Towing and Abandonment.** Vehicles parked in unauthorized areas or on another Unit owners' property may be towed away at the vehicles owner's expense. Any vehicle left unattended in any common element area of the Project for more than thirty (30) calendar days shall be subject to tow by the Association at the vehicles owner's expense.

(c) **Guest Parking.** There are no designated guest parking stalls. Guests may park their vehicles on the driveways located on the Limited Common Element area of the Unit that they are visiting. All visitors must comply with the Project's parking regulations as set forth in these House Rules. Violation of these rules may result in towing the vehicle from the Project at the vehicle owner's expense.

4.2 **Damage Liability.** Damage to cars or other objects or to any of the Common Elements or Limited Common Elements caused by the loading and/or delivery of equipment, towing, hauling, etc., which are beyond ordinary wear and tear from normal usage, shall be the responsibility of the Unit owner causing such damage, and may be assessed by the Board against the person(s) responsible.

4.3 **Vehicle Repairs.** No major repairs to any vehicles shall be permitted on any of the Common Elements or the common access driveways. No disassembly of motor vehicles shall be permitted within the Units or any Limited Common Element area that is visible from the common access driveways or the Common Elements, without the prior written consent of the Board.

4.4 **Conduct.** All owners of motor vehicles are required to operate such vehicles within the Project at a reasonable level so as not to constitute a noise nuisance to Unit owners and occupants. No racing or gunning of motors, etc., is permitted. All Unit owners, occupants, tenants and guests shall use the Project driveways with reasonable care and caution.

4.5 **Wash Area.** Vehicles owners may not wash vehicles or motorcycles on any Common Element or the Project's common access driveway areas. Vehicles and motorcycles may be washed within the Limited Common Element yard or parking area of a Unit.

4.6 **Storage.** No personal item such as, but not limited to, lumber, furniture, boxes, crates or recreational equipment shall be stored in any parking area or carport. Boats, canoes,

rafts, jet skis, trailers or other navigable crafts, bicycles and other transportation vehicles shall not be left or allowed to stand, or be stored, maintained or repaired in any Common Element area except as may be otherwise permitted by the Board in its sole discretion. Items such as bicycles, inflatable boats, or sea kayaks may be neatly and securely suspended from the ceiling beams of the carport.

4.7 **Speed Limit.** Vehicles shall travel on the Project driveways at speeds no greater than the posted speed limits. Drivers are expected to observe general traffic rules of courtesy and conduct for the safety of all.

4.8 **Violation of Parking Rules.** Notwithstanding any provision herein to the contrary:

(a) Any Unit owner who improperly parks or stores any vehicle may have any such vehicle towed away by the Association at such Unit owner's expense.

(b) Anything improperly stored or kept in a carport or parking area within a Unit may be removed, stored or discarded by the Association without liability to the Unit owner. The Unit owner shall be liable for all charges or costs incurred by the Association for such removal, storage or discarding.

(c) Any Unit owner who operates a vehicle on the Common Elements of the Project except the Project common access driveways or parking areas shall be subject to a fine for each offense in an amount as determined by the Board, which fine shall be levied against such Unit owner as provided in the Bylaws.

(d) Any Unit owner who improperly uses any parking stall or parking stalls or parks a vehicle on the Common Elements or common access driveways, shall be given a warning for a first offense. In the event that the violation shall continue after the issuance of the warning, such Unit owner shall be subject to a fine for each offense in an amount determined by the Association, which fine shall be levied against such Unit owner. Any and all fines, charges, costs and expenses required to be paid by or imposed against any Unit owner pursuant to these House Rules but unpaid, shall constitute a lien in favor of the Association against such owner's Unit and shall be enforceable as provided in the Declaration and Bylaws.

Article 5 USE OF COMMON ELEMENTS

5.1 **Open Land Areas.** Anyone using the open land areas of the Project, designated on the Condominium Map as Common Element 1 and/or Common Element 2, respectively, shall be considerate of the right of quiet enjoyment of any adjacent nearby Units, and shall not do anything that will create a liability for the Association. Climbing trees is not allowed in the Project due to safety concerns.

5.2 **Items Left on Common Elements.** No items of personal property, whatsoever, shall be left or allowed to stand unattended on any of the Common Elements or common access driveways. Articles of any kind left on any of the Common Elements or common access driveways will be considered abandoned and may be removed at the owner's risk and expense as directed by and without liability of the Board or Managing Agent.

5.3 **Survey and Assessment of Damage.** Damage to Common Elements or any other areas of the Project shall be surveyed by the Board or the Managing Agent at the direction

of the Board, and the cost of repair, restoration or replacement thereof and any legal fees incurred thereby may be assessed by the Board against the person or persons responsible, including, but not limited to, any Unit owner for damage caused directly or indirectly by such Unit's occupants.

Article 6 NUISANCE AND NOISE

6.1 **No Nuisance.** Nuisance of any kind or nature, including but not limited to offensive odors or smells, shall not be allowed in the Project and any use or practice which is improper or offensive in the reasonable opinion of the Board, in its sole discretion, 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 Project by other Unit owners or their occupants shall not be allowed in the Project.

6.2 **Excessive Noise.** Every occupant shall avoid excessive noise of any type at any time and is to consider the welfare of other residents at all times.

6.3 **Noise Devices.** After 10:00 p.m. in the evening and before 8:00 a.m. in the morning, occupants shall not play any radio, TV, stereo, speakers on computers or musical instruments except at a reduced volume. Lawn mowers, weed whackers, leaf blowers and other similar motorized outdoor appliances may only be used during the hours of 8:00 a.m. to 5:30 p.m.

6.4 **Noise from Guests.** Every occupant shall be responsible for keeping noise from guests at a minimum, particularly at night.

Article 7 MAINTENANCE OF COMMON ELEMENTS

7.1 **General.** Under the supervision of the Board, the maintenance of the Common Elements is the responsibility of the Board on behalf of the Association, or the Managing Agent if so designated by the Board. Defects and deficiencies should be reported to the Board or the Managing Agent by Unit owners as soon as it is observed. Maintenance of Units and Limited Common Elements appurtenant thereto is the sole responsibility of the respective Unit owners.

7.2 **Landscaping.** The planting and care of foliage in the Common Elements is within the sole discretion and responsibility of the Board. Owners, occupants and guests shall not be permitted to plan or place shrubs, trees or other types of plants in the Common Elements. To the extent that such landscaping exists in any portion of any Unit's Limited Common Element area(s), Unit owners shall be responsible for that reasonable maintenance and care of any existing Project landscaping within their such Limited Common Element area(s), and shall not make any excavation, or cut or remove any designated trees or plants from such area(s), or do any act that would affect the environment thereof or be contrary to the EUP. Unit owners are prohibited from cutting, destroying, removing or allowing the deterioration of such landscaping located within such Limited Common Element areas as may be designated by the Board.

7.3 **Disposal of Trash and Other Waste.** All garbage, rubbish and other trash shall be disposed of only in trash bags securely tied and placed within trash bins, dumpsters and/or cans with properly fitting lids as provided in Section 2.10, above. The storage of garbage or trash containers is provided in Section 2.10, above. No dumping or abandonment of any abandoned personal property, garbage, junk or any other waste products shall be permitted at any time in the Project. Please contact the City and County of Honolulu to confirm the trash pickup schedule.

7.4 **Entry to Project.** Every Unit owner and occupant is responsible for taking reasonable measures to prevent the unauthorized entry of strangers into the Project. A stranger is anyone who is neither a Unit owner nor an occupant of a Unit or a permitted invitee or guest in the Project. Any Unit owner or occupant witnessing a suspicious or unauthorized entry shall report it immediately to the Board, the Managing Agent or to proper law enforcement authorities.

Article 8 PETS

8.1 **General.** No livestock, poultry or other animals whatsoever shall be allowed or kept in any Unit or in or on the Limited Common Element areas except that an Unit owner may keep in the Unit (i) two (2) dogs, (ii) two (2) domestic cats, and (iii) other generally recognized small household pets in a reasonable number (to be determined by the Board).

8.2 **Pet Restraints.** All pets, including animals specially trained to assist handicapped/disabled individuals (hereinafter collectively referred to as "service animals"), or animals required by a physician in writing necessary for emotional support (hereinafter collectively referred to as "emotional support animals"), and cats shall be maintained on a leash when outside of the Unit or the Unit's Limited Common Element area. Pets shall not be allowed to roam free or left unattended in any Common Element or Limited Common Element area. The tethering of a pet to a tree or other fixed object in the Common Element areas without the attendance of a caretaker constitutes a violation of this rule. All pet droppings must be securely bagged and cleaned up immediately by the party walking the pet, and disposed of in their own refuse or trash containers. No pet waste should be disposed of on the Common Elements or the common access driveways.

8.3 **Liability.** Financial and all other responsibility for any personal injury caused by a pet and any damage to any Unit, structures therein, grounds, landscaping or other portion of the Project will be the full responsibility of the Unit owner to whom such pet belongs. Pet owners are responsible for any damage to the Common or Limited Common Elements caused by their pets.

8.4 **Restrictions on Types of Pets.** Notwithstanding Section 8.1 above, each Unit owner and tenant shall comply with the restrictions set forth below:

(a) Pets shall not be kept, bred or used for any commercial purpose.

(b) No animals described as pests under section 150A-2 HRS, or animals prohibited from importation under sections 141-2, 150A-5 or 150A-6, HRS shall be permitted.

8.5 **Permitted Pets in a Unit.** If the owner of a Unit has agreed in writing to allow the owner's tenants or lessees to keep a pet in the Unit, the tenants may keep only those numbers and types of pets which may be kept by the Unit owner.

8.6 **Nuisance.** No pet will be allowed to become a nuisance or create any unreasonable disturbance. For the purpose of this Section 8.6, "nuisance" is described as but is not limited to the following:

(a) Personal injury or property damage caused by unruly behavior by the pet(s) and/or pet(s) owner.

(b) Pets who make noise continuously and/or incessantly for a period of 10 minutes or intermittently for one-half hour or more to the disturbance of any person at any time of day or night.

(c) Pets in Common Element areas that are not under complete control of a responsible human companion (i.e. not on a short hand-held leash or in a pet carrier).

(d) Animals that exhibit aggressive or vicious behavior.

(e) Pets that are conspicuously unclean or parasite infested.

The Board reserves the right to call Animal Control to remove a nuisance pet from the Project.

8.7 Indemnification. Pet owner shall indemnify the Association and hold it harmless against the loss or liability of any kind arising from any action or behavior of or by their pet(s).

8.8 No Strays. Feeding, caring for or otherwise aiding stray or feral animals is prohibited. Injured, stray or feral animals shall be reported to the Hawaiian Humane Society for pick up. Feeding of wild birds, including chickens, in the Project is also prohibited.

8.9 Population Limit. Aside from Section 8.1 above, there is no population limit for pets in the Project, however, for health, safety and sanitation purposes, the Board reserves the right to require the removal of any number of pets from the Project in the event that such pets becomes a nuisance or a health hazard in its sole discretion.

8.10 Reporting; Service Animals; Emotional Support Animals

(a) Any Unit owner, resident or security personnel observing an infraction of any of these Rules should bring said infraction to the attention of the Board or the Managing Agent in writing.

(b) Notwithstanding the foregoing, handicapped/disabled persons may keep service animals or emotional support animals, without the consent of the Board.

(c) Notwithstanding the foregoing, service animals and emotional support animals shall be allowed on the Common Elements while on a leash, provided such animals must at all times be accompanied by the disabled owner or occupant. The foregoing exception shall also apply to service animals and emotional support animals of disabled guests.

(d) If service animals and emotional support animals cause a nuisance, the disabled Unit owner or occupant is responsible for abating the nuisance within a reasonable time. If the disabled owner or occupant is unable to abate the nuisance, he/she will be required to remove the animal from the Project. The disabled Unit owner or occupant will be provided with a reasonable amount of time to secure a replacement animal before he/she is required to remove the animal causing the nuisance.

Article 9

EMPLOYEES OF THE ASSOCIATION AND THE MANAGING AGENT

9.1 Cooperation with Employees. The maintenance employees of the Association or the Managing Agent will use every effort to maintain the Project's Common Elements

effectively. Nevertheless, these employees are not available on a 24-hour daily basis, and much of their work must be devoted to regular maintenance and repair, as directed by the Board or Managing Agent. Unit owners and occupants are asked to respect and work with the maintenance employees when they are on site performing their duties.

9.2 Control of Employees. Maintenance employees of the Association are under the management and sole discretion of the Board and the Managing Agent, and during the prescribed hours of work they shall not be diverted to the private business or employment of any Unit owner or occupant. Unit owners and occupants shall not ask any maintenance employee to leave the Common Elements during authorized work hours.

9.3 No Responsibility to Maintain Units and Limited Common Element Areas. The cleaning, landscaping and maintenance of each Unit and the Limited Common Elements appurtenant thereto is the sole responsibility of the Unit owner or occupant.

Article 10 ENFORCEMENT AND FINES

10.1 Violation and Enforcement of these Rules. The Board has the right to establish penalties and reasonable fines, and any late fees and interest, as the Board deems appropriate with respect to enforcement of these Rules, including penalties, fines and interest for failure or refusal to pay on demand all costs and expenses required to be paid hereunder, provided that such penalties, fines and interest are not inconsistent with law or the provisions of the Bylaws or the Declaration. THE VIOLATION OF ANY HOUSE RULES ADOPTED BY THE ASSOCIATION OF UNIT OWNERS GIVES THE BOARD OF DIRECTORS OR THE MANAGING AGENT THE RIGHT:

(a) To enjoin, abate or remedy by appropriate legal proceedings either at law or in equity, the continuance of any such violation or breach, and to enforce the provisions of these House Rules.

(b) To assess and collect such penalties and reasonable fines, and any late fees and interest. The unpaid amount of such penalties and fines against any owner shall constitute a lien against the owner's interest in the owner's Unit that may be foreclosed by the Board or Managing Agent in the same manner as provided in the Act for the foreclosure of a lien for common expenses.

(c) To enter the Unit in which, or as to which, such violations or breach exists and to summarily abate and remove, at the expense of the defaulting Unit owner, any structure, thing or condition that may exist herein contrary to the intent and meaning of the provisions hereof, and the Board or the Managing Agent shall not thereby be deemed guilty in any manner of trespass; provided, however, that the Board or Managing Agent shall give a Unit owner or occupant at least two (2) days' prior written notice, except in the event of a threat to the health or safety of the Project and its occupants, in which case no notice shall be required.

10.2 Fines. Any fines levied by the Association shall be levied against the Unit owner, regardless of whether the violation was committed by the Unit owner or their tenants, occupants or guests. The fine for any violation shall be as follows:

(a) **First Offense.** A written citation with a copy of said citation being sent to the Unit owner.

(b) **Second Offense.** A written citation and a \$50.00 fine, which will be assessed against the Unit owner.

(c) **Third Offense.** A written citation and a \$100.00 fine, which will be assessed against the Unit owner.

(d) **Fourth and Subsequent Offenses.** A written citation and \$150.00 fine for each occurrence, which will be assessed against the Unit owner.

If the violation is not corrected within thirty (30) days after the date of the written citation, the fine will be increased by ten dollars (\$10.00) per day from the thirtieth (30th) day until the violation is corrected or otherwise cured.

10.3 **Subsequent Violations.** A fine will be imposed for any second and subsequent violation, even if that violation involves a different provision of the Declaration, Bylaws, House Rules, Design Guidelines or other governing document than did the first violation. After twelve (12) months, a paid fine shall be removed from a Unit owner's record and shall not be used in calculating subsequent records.

10.4 **Authority.** The Board and the Managing Agent, as an agent for the Board, are authorized to issue written citations and levy fines.

10.5 **Appeals.** The Unit owner penalized (the "Offender") may appeal from the fine or penalty imposed by the Board or the Managing Agent as follows:

(a) **Notice of Appeal.** The Offender may appeal such penalty within thirty (30) days after receiving notice thereof, by filing with the Board a written notice of appeal and reasons therefor. The filing of a notice of appeal shall not halt the accrual of any ongoing fines or penalties which are the subject of the appeal. However, the Board may waive or rescind all or part of the aforesaid fines or penalties at the time of hearing of such appeal.

(b) **Time for Hearing Appeal.** All appeals shall be heard at meeting of the Board within ninety (90) days after the notice of appeal has been filed with the Board.

(c) **Procedure.** The causes of the fine or penalty shall be reported in writing by the Board or the Managing Agent at such meeting, with a statement of the facts on which the fine or penalty was based, a copy of which shall be furnished to the Offender at least ten (10) days before the meeting, at which time a copy thereof shall also be filed with the Board. The Offender shall then present his or her defense in writing, to which the Board or its designee may reply orally. The Offender or any persons on his or her behalf may then respond, and the Board or its designee may again speak in support of the fine or penalty imposed. Thereafter, no further discussions, except among the Board itself, shall be allowed.

(d) **Disposition of Appeal.** The Board shall vote as to whether the fine or penalty shall be affirmed. If a majority of those Board Members present vote in the affirmative, the fine or penalty shall stand and shall be remitted by the Offender in full within seven (7) days of the date of such meeting. If less than a majority of those Board Members present vote in the affirmative, then the fine or penalty shall thereby be rescinded.

Article 11
GENERAL PROVISIONS

11.1 **Permission to Enter Units.** The Managing Agent is not required to give access to Units without the written permission of the Unit owner or the Unit owner's designated agent.

11.2 **Special Safety Rules.** The Board from time to time may post special safety or other rules governing the use of the Project's common access driveways or other Common Element areas. The Board's posted rules shall be considered extensions of these House Rules and are incorporated herein by reference.

11.3 **Theft or Damage to Personal Property.** The Association, Board and/or the Managing Agent shall not be responsible or liable for the theft, disappearance or damage to any personal property located in the Common Elements, the Units or the Limited Common Element areas of the Units.

11.4 **Observance of Project Documents.** Every Unit owner shall observe and comply with these House Rules and shall ensure that all occupants of a Unit, and any guests, employees or invitees shall also observe and comply with the Declaration, Bylaws, the Design Guidelines and these House Rules. Each Unit owner shall be responsible for such owner's occupants' observance and compliance with these House Rules. In the event that expenses are incurred by the Association or the Managing Agent on behalf of the Board, due to violations of these House Rules by any Unit owner or occupant, such Unit owner shall pay for such expenses, including reasonable attorneys' fees.

11.5 **Conflict.** In the event of any conflict among the provisions of these House Rules, the Declaration and Bylaws, the Declaration and Bylaws shall prevail.

11.6 **Amendment.** Subject to the provisions of the Declaration and Bylaws, and except as otherwise provided herein, these House Rules may be amended by a majority vote of members of the Board present at a meeting of the Board duly called and held for such purpose, or by written consent of all members of the Board.

11.7 **Severability.** The invalidity of any provision of these House Rules shall not be deemed to impair or affect in any manner the validity, enforceability or effect of the remainder of these House Rules, and in such event, all of the other provisions of these Rules shall continue in full force and effect as if such provision had never been included herein.

11.8 **Headings.** The headings and captions of the several paragraphs and sections contained herein are for convenience only and do not define, limit, describe or construe the contents of such paragraphs and sections.

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Pursuant to the Bylaws of the Association of Unit Owners for New Camp at Kahuku Village, these House Rules are hereby adopted pursuant to the Developer's Reserved Rights as set forth in the Declaration of Condominium Property Regime, as amended and restated, on this 5th day of DECEMBER, 2017.

CONTINENTAL PACIFIC, LLC, a Delaware
limited liability company



By: J. Barron Strother
Its: Managing Member