



HOUSE RULES

Adopted by the Board of Directors
As Revised April 27, 2005

MAKAHA VALLEY PLANTATION ASSOCIATION OF APARTMENT OWNERS HOUSE RULES

The purpose of these House Rules is to protect residents of Makaha Valley Plantation from annoyance and nuisance caused by the improper use of the facilities and to provide maximum enjoyment of the area. These House Rules may be amended as provided in the Bylaws of the Makaha Valley Plantation Association of Apartment Owners (the "Association"). By virtue of taking occupancy all residents agree to comply with all Makaha Valley Plantation rules.

AUTHORITY

The full authority and responsibility of enforcing these rules reside with the Board of Directors of the Association (the 'Board'). The Board may delegate said authority and responsibility to a Managing Agent, an on site Manager or both as they see fit. All apartment Owners, Tenants, Guests, and Business Invitees shall be bound by these rules and reasonable and civil standards of conduct whether specifically covered by these House Rules or not.

These House Rules are meant as a framework and to encourage "Responsible Living" within a privately owned gated community. Management and Security shall use good judgment and discretion in dealing with individuals who violate these rules. Interpretation of these rules is at the discretion of Management with guidance from the Board.

Compliance with these House Rules is required by Chapter 514A, Hawaii Revised Statutes, as well as by the Association's Declaration of Condominium Property Regime and Bylaws.

Makaha Valley Plantation Disclaimer of Liability: All persons using the premises do so at their own risk and must at all times use caution in so doing. The Association, its Officers, Directors, Agents, and Employees shall not be liable in any manner whatsoever for loss of, or damages to any personal property or injury to, or death of, any person whether such loss, damage, injury, or death occurs in an apartment or in the Common or Limited Common Elements.

Amendment: These House Rules may be amended by the Board of Directors, subject to the provisions contained in the Bylaws and Declaration.

Conflicts: If any provisions of these House Rules conflicts with the terms of the Bylaws or Declaration, the terms of the Bylaws or Declaration shall prevail. This revision supersedes all previous Rules publications, except as modified by the Board of Director resolution.

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A. ABBREVIATIONS and DEFINITIONS

BOD - Board of Directors
MA - Managing Agent
MVP - Makaha Valley Plantation
OSM - On-Site Manager
GM - General Manager
HR - House Rule(s)

Agent: Any real estate broker, corporation, firm or individual empowered to act on behalf of any Owner or the Association

Association: The Association of Apartment Owners of Makaha Valley Plantation.

Board: The Board of Directors of Makaha Valley Plantation.

Business Invitee. Any person or business entity that enters Makaha Valley Plantation at the invitation of an Owner or Occupant in order to perform a commercial service for that Owner or Occupant.

Bylaws: The Bylaws of the Association with all amendments thereto.

Common Areas: Includes (all) land (areas)...entrances and exits of the building (property) or buildings...yards, gardens, recreational facilities, parking areas, (wash houses), service areas...all other parts of the property necessary or convenient to its existence, maintenance and safety. Essentially, all parts of MVP, which serve more than one apartment and all facilities, which are normally in common use, are the common elements.

Declaration: The Declaration of Horizontal Property Regime for Makaha Valley Plantation, with all amendments thereto.

General Manager: The Association employee retained to oversee the day-to-day affairs of the Association.

Governing Documents: Collectively, the Declaration, Bylaws and House Rules of Makaha Valley Plantation with all amendments thereto.

Guest: A person who resides elsewhere and visits Makaha Valley Plantation at the invitation of an Occupant. This includes non-resident Owners, who may visit Occupants and all non-resident family members of Occupants.

Key: core key is a magnetic metal tag device used for entry to amenities; electronic fob or swipe card used for access to property and/or amenities.

Limited Common Areas: Common elements that are specifically designated for the exclusive use of an apartment such as a parking stall or mailbox.

Management: Collectively, the Board, Managing Agent, General Manager and/or On-Site Manager

Managing Agent: independent agent engaged by the Board to manage the affairs of the Association.

Occupant: One who resides in an apartment at MVP, including Tenants, Owners and their co-habitant family/residential members.

Owner: The owner or owners of record of an apartment.

Pets: Small domestic animals such as dogs, cats, birds, and fish are allowed on Makaha Valley Plantation. No other animal qualifies as a legal pet. See H.4.c.

Sponsor: A person who assumes responsibility for some other person or thing

Tenant: One who occupies an apartment by way of a lease or rental agreement.

Vehicle: Any motorized device such as and not limited to automobiles, trucks, vans, buses, motorcycles, sport utility vehicles, motorbikes, mopeds, gopeds, golf or utility carts, low speed vehicles, and all other motorized transportation devices of any description except motorized wheelchairs or similar devices used by those physically challenged persons.

B. DAMAGES AND FINES

1. The Board will take prompt action regarding all violations of the Governing Documents and damage to the common elements or common areas and all such violations and damage should be reported promptly to the General Manager at 695-9566, or Security as published.
2. Damage to common elements shall be surveyed by Management and if the circumstances merit, the cost of repair or replacement and all fees incurred will be assessed against the responsible Owner. Owners will be held responsible for the conduct of their Tenants, Occupants, Guests, and Business Invitees.
3. Damage to common areas and to other apartments as a result of faulty plumbing, fixtures, etc., within an apartment shall be the responsibility of the responsible apartment Owner.

4. If any person violates these rules, the Association may:
 - a. Enter an apartment and/or limited common element under emergency conditions, which may involve flooding, fire and/or personal injury, and summarily abate and remove, at the expense of the default Owner, any structure, thing or condition that may exist therein contrary to the intent and meaning of the provisions hereof. The Association shall not thereby be deemed guilty in any manner of trespass therefore; or
 - b. Enjoin, abate or remedy by appropriate legal proceedings either at law or in equity, the continuance of any such breach, with all costs thereof, including attorney's fees, to be borne by the default Owner.
5. Interpretation by the Association and enforcement of these House Rules and the other Governing Documents, shall be determined at the time of occurrence by Management. Decisions of the Association and/or Management shall be respected. Any conflicts may be appealed, in writing, to the Board. Persons violating the Governing Documents or other rules promulgated from time to time by the Association and appended hereto, may be subject to:
 - a. Denial, use of recreation areas or other privileges.
 - b. Denial, vehicle registration or vehicle entry permits.
 - c. Monetary fines in dollar amounts with fines and citations to be made at the discretion of the Board in accordance to the severity of the offense. Fines not paid within thirty (30) days of original issuance may be assessed to the Homeowner's maintenance fee. Levied (uncollected) fines may be removed at the discretion of the Board.
 - d. Eviction or other legal proceedings as determined by the Board.
6. Pursuant to the Bylaws, monetary fines will be assessed by Management against the responsible Owner, for infractions by Owners, or their Tenants, Occupants, Guests or Business Invitees as set forth below.
7. **Written Warning**

While warnings may be given, there is no requirement that one be given for any violation before a fine or penalty is imposed. Unless otherwise stated all fines start at twenty-five dollars (\$25.00). Any person who violates any of the following rules for a second time will be fined double the amount – \$25.00 (\$50.00, etc.,) – for the second violation. For the purpose of this rule, failure to correct the violation within 14 days will be deemed a second violation.

C. OCCUPANCY

1. All persons entering upon the premises of MVP shall register with Management during office hours or Security Office except as defined below.
 - a) All new Occupants are required to register, including vehicle registration and the registration of all pets, if permitted (see paragraph H.4.d), with Management during office hours. This includes an orientation of rules and privileges, prior to occupancy.
 - b) Management/Security is authorized to require any person in any of the common elements to identify himself/herself by name and apartment number and, if a visitor/guest, to give the name and apartment number of the Owner or Occupant being visited, and to confirm the physical presence of that Owner/Occupant on the premises, if requested.
 - c) All vendors, repairmen, deliverymen, movers and other Business Invitees shall register with the Management Office or Security, stating their pending business and shall not enter without approval.
 - d) The number of persons residing in an apartment is no more than five (5) persons living in a 2-bedroom apartment or seven (7) persons living in a 3-bedroom apartment provided however, the Board may allow exceptions to the above-referenced restrictions in order to comply with the Federal and State Fair Housing Acts.
2. No one shall loiter or play on the stairs, landings, walkways, streets, and laundry rooms. Curfews for minors are determined by local ordinance. (16 years and under 10:00 PM)
3. Owners shall be responsible for the conduct of their Tenants, Occupants or Guests and shall deliver to Occupants and Tenants a copy of the House Rules (in lieu of Governing Documents). If such person fails to observe all of the provisions of the Declaration and Bylaws of the Association and these House Rules, the Owner shall, if requested by the Board, immediately remove the Tenant, Occupant or Guest from the premises without compensation from the Association, or Agents for lost rentals or any other damage resulting therefore. Should the Board assign a fine to any Occupant for non-compliance with any of the Association's governing documents, including these rules, the fine will be levied/charged to the Owner of the unit.
4. An Owner whose residence is outside Oahu or if absent from Oahu for more than thirty (30) consecutive days shall designate a local representative (need not be a licensed rental agent) to represent their interests and shall file with Management an address and telephone number of the representative. Failure to file with the Management will result in a fifty-dollar (\$50) fine. The Association shall not act as Agent for this provision.

5. Management or Security shall not receive, hold or distribute apartment keys.
6. Owners shall notify the General Manager, in writing, confirming the authorized person(s) assigned to handle the affairs of the apartment, along with telephone numbers in case of any emergency. Absentee Owners (living off island) shall have a local personal representative. An owner's update form is available for this purpose at the General Manager's office.
7. Tenancy
 - a. Owner/Agent shall thoroughly screen prospective tenants PRIOR to registering a tenant with the General Manager.
 - b. Owner/Agent shall call the General Manager at Makaha Valley Plantation at 695-9566 for an appointment to register the Tenant(s) with the General Manager, "PRIOR TO OCCUPANCY (MOVING TENANTS IN)". TENANTS WILL BE DENIED ENTRY IF THIS REQUIREMENT IS NOT MET.
 - c. It is the Owner/Agent's responsibility to issue the following items to the prospective tenant:
 - 1) House Rules: Additional copies of the House Rules may be purchased for three dollars (\$3.00) a set from the management office.
 - 2) Residency Authorization: This form is available at the General Manager's office at no charge.
 - 3) Lease/Rental Agreement: An Association, lease (rental agreement) form shall be given to the General Manager for record purposes prior to occupancy. A fifty-cent (50c) fee is charged for reproduction costs, if the office makes the copy.
 - d. Upon registering with the General Manager, the Owner/Agent shall ensure that the prospective tenants are provided all documents aforementioned. This includes vehicle documents, current registration, safety inspection and Hawaii No Fault Insurance card, which are all required to obtain the MVP DECAL.
 - e. Tenants evicted from any unit of the MVP upon demand made by the Board for violations of the Governing Documents shall not be allowed to rent another unit in MVP. Any owner, who knowingly rents a unit to such a former tenant may be, assessed a \$1000 fine.
 - f. Failure to immediately evict an Occupant previously convicted of manufacturing, growing, possession, distribution, use, solicitation, or sale of illegal or drugs or non-prescription drugs.
8. Residents having guest(s), for a two (2) day period or greater duration shall complete & sign a

registration form available at the Management Office and should also notify the Owner/Agent.

9. Dates and times of impending deliveries or moves, consisting of a volume greater than 100 pounds, shall be arranged with the General Manager.
10. The Association, at the expense of the responsible Owner, shall repair any damage to the common elements caused by the moving of furniture or other personal effects in or out of the premises.
11. MOVING IN/OUT PROCEDURES: Moving is allowed between the hours of 8:00 a.m. to 7:00 p.m. Monday through Friday and 10:00 a.m. to 4:00 p.m. Saturday and Sunday.

Owners/Agents shall notify the Management office to:

- a. Clear unpaid Fines incurred by Tenants.
 - b. Surrender MVP vehicle decal(s).
 - c. Inspect parking stalls to check for cleanliness and for abandoned belongings.
12. All apartments of MVP shall be used for residential purposes only.

D.COMMONAREAS, ENTRANCES, LANAIS, WINDOWS AND WATERBEDS

1. No apartment Owner, Occupant or Guest shall place, store or maintain in the halls, lobbies, stairways, landings, walkways, grounds or other common elements of Makaha Valley Plantation any furniture, plants, packages, or objects of any kind, nor obstruct transit through such common elements in any manner whatsoever.
2. Except as may be expressly permitted in the Declaration or Bylaws, as amended no apartment Owner, or Occupant shall decorate or landscape any entrance, hallway, planting area, or lanai appurtenant to their apartment, except in accordance with specific plans approved in writing by the Board. Seasonal decorations may be installed with the approval of the Board.
3. No personal items, including, but not limited to clothes, towels, bathing apparel, toys, brooms, mops, cartons, shoes, slippers, laundry or other objects shall be hung on or from lanais or landing railings, or placed on lanais, doorways, passageways, stairs or landings. Nothing should be attached to the building walls or railings **unless approved by management**. Lanais shall be furnished appropriately with plants (not larger than a 10 gallon container) or appropriate lanai furniture and are to be kept in a clean and orderly manner. **Lanai decorations may include wind chimes, artificial hanging plants, and the National ensign (American flag) with exceptions, approved by management.** Lanais shall not be used for storage of any kind nor will animal litter containers be allowed.

4. It is strongly recommended that young children be accompanied by an adult or legal guardian 18 years of age or older at all times, when present on the common elements.
5. Each apartment resident shall be responsible for the washing of their windows. The repairs or replacement of windows and screens is the responsibility of the homeowner. No rugs shall be beaten on lanais, walkways, stairways, or landings, nor dust, rubbish or litter swept from any apartment into the common areas or off the lanais.
6. Litter box containers are not allowed on lanais.
7. Throwing materials from lanais, landings or side balconies.
8. Littering in the common or limited common areas is prohibited
9. Feeding any and all animals in common areas and/or tampering with animal traps is not allowed.
10. Nothing shall be thrown from lanais, windows, landings, stairways, or front doorways, including smoking materials and matches, which are a fire hazard. No explosives of any nature whatsoever, including and without limitation fireworks and black powder shall be brought onto, stored, or used on the premises. Any hazardous substances brought onto the property shall be stored properly as to avoid risk of injury or any violation of any state or federal rule or regulation related to hazardous materials. The throwing of firecrackers from lanais and the exploding of any fireworks anywhere within MVP is prohibited. Failure to comply with this regulation shall be cause for immediate eviction and a five hundred dollar (\$500) fine.
11. Threatening display or discharging of firearms or weapons of any kind, including air or CO2 propelled guns, bows and arrows, or slingshots are forbidden within the premises of Makaha Valley Plantation. Failure to comply with this regulation shall be cause for immediate eviction and a one thousand dollar (\$1000) fine.
12. Barbequing is permitted only in designated barbeque areas.
13. All garbage shall be disposed of in secured bags, then deposited in dumpsters at locations designated for such purpose. Metal objects, such as carts, broken appliances, etc., are not to be placed in the dumpsters. Large objects such as old furniture, mattresses and bicycles are not to be placed in the dumpsters. Each apartment Owner, Tenant or Occupant is responsible for disposing of such items at a city dump or by making arrangements with Management and calling the City Bulk Refuse Collection, to remove the items from an off property location. All cartons and boxes must be flattened before placement in dumpsters. All contractors or vendors providing renovation services to any unit shall remove and dispose of all materials off property. The dumpster shall not be used for these purposes. Failure to comply with the bulk refuse removal shall result in a one hundred dollar (\$100) fine.

14. Solicitation or canvassing shall **NOT** be allowed on MVP property at any time. Solicitations of proxies or distributions of materials relating to MVP Association matters is permitted by owners on the common elements provided such solicitation occurs at a reasonable time, place, and manner.
15. Furniture placed by the Association in any common area is for use in that specific area and shall not be removed or relocated.
16. Window coverings, curtains and drapes shall be white and shall hang at full length at all times with appropriate tie-backs allowed. This requirement applies only to the fabric visible from outside the apartment. Draperies or curtains with separate linings may be in any color so long as the lining is white. No occupant may use bed sheets, towels, or similar items as drapes or cover the windows with newspaper or aluminum foil.
17. Apartment owners are responsible for any and all damage caused by their Occupants or Guests to common and limited common elements.
18. Unauthorized signage shall **NOT** be displayed on MVP property, including signs on vehicle windows, apartment windows or doors. (Fine of \$50)
19. No flammable liquids, such as gasoline, kerosene, naphtha, other explosives and/or articles deemed dangerous to life, limb or property may be brought on to the property or stored in any building.
20. No flashing lights, neon lights, spotlights, or exterior lights, which cause glare shall be installed. Nor shall any exterior whistles, bells, horns or other sound devices (except those required for the security of MVP or vehicles alarms and except for horns used in the normal operation of motor vehicles) will be allowed or used in MVP. Any vehicle alarm which sounds continuously for more than 2 minutes shall be considered a nuisance and subject to a \$50 fine for the first offense which shall be doubled for subsequent occurrences that may result in denial of entry to the property for 30 days.
21. No waterbeds of any nature shall be allowed in any apartment without prior written approval of the Board. Any Owner or Occupant of an apartment who wishes to install a water bed must first furnish the Board written evidence of adequate insurance coverage listing the Association as an additional insured and must show the Board or Managing Agent a waterproof receptacle in which the water bed will rest.
22. Possession, throwing, or igniting of explosives, fireworks or incendiary devices will result in a \$250 (two hundred fifty dollar) fine.

23. Threatening display of weapons of any kind or discharge of firearms of any kind will result in a \$250 (two hundred fifty dollar) fine.
24. Abuse in the form of interference, threat, harassment, or abuse of Association employees, agents, Board members, their families, or Association contractors will result in a \$100 (one hundred dollar) fine.
25. Gross negligence or intentional damage to any common element will result in a \$100 (one hundred dollar) fine.
26. Employees working at Makaha Valley Plantation:
 - a. Persons employed at Makaha Valley Plantation, except the On-site Manager, shall not be permitted to live on the premises without the express permission of the Board of Directors.
 - b. Persons employed at Makaha Valley Plantation and their family members are not permitted to use the recreational facilities or laundry facilities for personal use except that when visiting the Plantation as a guest of an Occupant, they may use recreational facilities only in accordance with the Governing Documents.
 - c. Persons employed in Makaha Valley Plantation who have been given express permission of the Board to live on premises have the same privileges as any other Occupant.
27. Owners who have rented their respective units shall have the right of access with a visitor pass, but release all other privileges to the Tenant of the unit, including the use of recreational facilities, washhouses and the designated parking spaces, unless the rental agreement does not include parking.
28. No one except authorized professionals shall go onto the roof of any building.
29. Management shall not be responsible for packages or other deliveries or personal property left at doors of apartments or any other undesignated place on the project, or left with any employee of the Association.
30. Smoking in common element buildings, stairwells, and recreation areas, such as the pool and its associated facilities.
31. Climbing on or over fences, trees, washhouses, boulders, trellis, garbage containers, dumpsters, railings and playing under the buildings is not permitted.
32. Gross misuse of water during the car wash process is prohibited.

33. Failure to comply with the bulk refuse removal procedures will result in a fine.

E. VEHICLES AND PARKING AREAS

1. All persons, seeking vehicular entry into MVP, shall be identified by the MVP General Manager/Security, as an Owner, Occupant, Tenant (resort or term rental), Guest, or Business Invitee in order to be issued a vehicular pass in accordance with regulations established by the Board.

a. Resident Vehicle Pass:

Management shall require and inspect the following documents prior to issuance of a permanent vehicle pass for a term rental, a temporary vehicle pass for a resort rental, or a monthly vehicle pass for the rental of an additional parking stall, if available.

- 1) Valid drivers license.
- 2) Current vehicle registration.
- 3) Valid liability insurance card.
- 4) Current safety inspection sticker.
- 5) Engine and exhaust noise level shall comply with MVP noise standards, as established.
- 6) No evidence of oil or acid leakage from vehicle.
- 7) All exterior lights and turn signals in working condition.
- 8) General good state of repair, appearance, and safe operating conditions and modified vehicles shall display a state authorized Alteration Inspection State sticker. (Section E10)
- 9) Permit shall be voided and/or removed at the discretion of the Board, if any of these conditions are not met, or if rental payment is not received by Management within seven (7) business days following the first day of the month.

b. Visitor Vehicle Pass:

- 1) Prior to the issuance of a Visitor Vehicle Pass to any Guest, Management shall receive clearance either by phone or in person at the entry gate from the Occupant to be visited.

If such clearance is not obtained, Management will deny entry. Visitor's vehicle shall conform to all items in E.1.a above.

- 2) Temporary permits shall be issued (by Security) to vacationers with rental vehicles that have not had an opportunity to register their vehicle because the office was closed on arrival, and are valid from the date of arrival at the property until the next business day that the Management office is open and for the parking space assigned to a unit or a temporary visitor stall until another is assigned by the Management office.
 - 3) Visitor parking shall be allowed between the hours of 5 AM to midnight with properly issued parking pass or identification.
 - 4) Visitor (over night) parking shall be allowed between the hours of midnight and 5 AM with properly issued parking pass or identification which has been issued by the General Manager or the Security office by phone or in person after business, office hours. (BOD minutes 03-24-04)
 - 5) Vehicles parked in visitor parking without the required parking pass shall be towed without exception.
2. Upon entering MVP drivers shall ensure that their vehicle's radios, stereos and portable sound devices are not audible outside of the vehicle, whenever the vehicle is on MVP property. When operating any vehicle within the Plantation, or when vehicle is being washed, cleaned, or maintained, the same noise emission standard shall apply
 3. Owners, Occupants and Guests are required to display the permit on their vehicles, permit side facing out on driver's side of vehicle dashboard, at all times that the appropriate pass had been issued by Management/Security. All visitor passes shall be returned to Security at the exit gate upon final departure from MVP. Failure to return a Visitor Pass shall be subject to a fifty-dollar (\$50) fine payable by the responsible Owner. Future entry of the vehicle on to MVP property shall be denied for repeat offenders.
 4. When visiting another area within the MVP property, an Occupant shall not park in a designated visitor's parking space during the time of the visit, unless the Occupant is physically challenged; a City & County handi-cap placard is displayed, and a special permit has been issued by Management or the accommodated individual may park in the designated unit space with the permission of the registered Occupant.
 5. Vehicle parking.
 - a. Occupants shall not use any parking spaces other than the space or spaces assigned to their apartments. Additional spaces may be made available from time to time at the direction of

Management. Such additional spaces will be allocated on a space available basis and may be revoked by Management with due notice. Management shall charge and collect a rental fee for additional spaces as directed by the Board. Private arrangements may be made for the use of additional parking space(s) between an Occupant and the apartment Owner only, for the use of the Owner's designated space(s). Such arrangements shall be clearly stated in writing, signed by the Owner, and filed with Management.

- b. Parking in refuse/dumpster areas shall be for bicycles and motorcycles only. All other vehicles are prohibited. Motorcycles using this area are subject to a rental fee as stated in E.5.c. (below).
 - c. Only one (1) extra parking stall shall be allowed for each unit (except as stated in the Declaration), subject to availability and a rental fee. Motorcycles that are registered with the office for the use of available parking in the refuse/ dumpster areas shall be subject to a rental charge as defined by schedule. Failure to pay the parking assessment within the given grace period shall result in the registered vehicle decal being voided and the Occupant shall be unable to obtain a replacement stall for a period of one year.
 - d. Rental rates shall be established from time-to-time by the Board. Rent payment, in full, is due on the first (1st) day of each month. Any stall for which rent is not paid by the seventh (7th) business day of the month shall be rented to someone else, and the name of the former renter shall be removed from the list and the occupant shall not be allowed to re-rented a stall for one year.
 - e. Stalls are rented only on a monthly basis.
 - f. There shall be no Courtesy Stalls except for official Honolulu Police Department registered vehicles.
6. The vehicle speed limit within MVP is ten (10) miles per hour. No vehicle in motion may pass another vehicle in motion, proceeding in the same direction unless so ordered by Security personnel.
 7. Security shall direct all Business Invitees and Guests to appropriate parking spaces.
 8. Vehicles shall be parked within the defining white lines and as far forward as possible. Vehicles shall **not** be backed in. Parallel parking users shall park in the direction of the traffic flow.
 9. Unless other specific arrangements have been made with Management/Security in advance, Guests shall park in Guest spaces only. No warnings shall be given and unit Owners of the Guest violating this rule shall be fined one hundred dollars (\$100) or the vehicle shall be

towed at the vehicle owner's expense.

10. Vehicles shall not be permitted to: deteriorate in appearance, placed on blocks, stands or jacks, or abandoned within MVP property. Such vehicles shall be towed at the direction of Management and at the vehicle owner's expense. Such acts shall result in a one hundred dollar (\$100) fine assessed to the responsible Owner.
11. Washing of vehicles shall be accomplished **only** in the designated area adjacent to the maintenance building. The area shall be thoroughly cleaned by the user, subsequent to use. Hoses will not be provided. Residents must supply their own hoses and be equipped with an auto shut-off nozzle. Use of the car wash area will be between the hours of 7 a.m. and 7 p.m.
12. Only waxing and polishing shall be permitted in a resident's assigned stall. Automotive repairs, changing oil, flushing of radiators, painting or bodywork are prohibited within MVP property.
13. Vehicles, which drip oil, grease, battery acid, transmission fluid, etc., shall be removed from the premises by the vehicle owner/operator immediately upon notification by Management. Failure to remove said vehicle shall result in the vehicle being towed from the premises at the vehicle owner's expense. Said vehicle will be denied re-entry into MVP property until said condition has been corrected to the satisfaction of Management. Owners are responsible for the cleanliness of and damage to their respective parking stalls. Management shall give a written notice to the responsible Owner who shall correct such damage within five (7) days or be fined plus charged the cost for cleanup and/or asphalt repair or replacement.
14. Bicycles, including mopeds, will be permitted on MVP upon issuance by Management of an appropriate identifying decal to be displayed in an appropriate location defined by Management. Prior to issuance of the decal, the bicycle/moped shall be inspected by Management for operating lights, legal mufflers (if applicable) reflectors, and city and county registration, as required by State statutes. Bicycles may be ridden to and from the main gate. (BOD minutes 3-24-04)
15. Vehicles, such as and not limited to trailers, oversized vehicles, containers, or moving vans are prohibited on MVP property (except during move-in and move-out with prior approval from Management).
16. All operators of vehicles shall be duly licensed in accordance with the laws of the State of Hawaii to operate a passenger car unless the vehicle is exempt from such licensing requirements. The license shall be carried on the operator at all times and shown to Management/Security upon request.
17. Management shall establish a vehicle registration policy, which will include the assignment

of vehicle access authorization decals for registered permanent, temporary, or short-term Occupants. A registration fee shall be levied and the rate shall be set by the Board of Directors from time to time. Should a vehicle owner violate any one or more of these rules, the Board reserves the right to revoke the registered resident vehicle owner privileges for 30 days or more, if the violation is continuing and unpaid fines are unpaid and outstanding.

18. Driving wrong way, against traffic arrows is not allowed.
19. Parking in another Occupant's assigned parking stall without written approval is prohibited. Vehicle may be towed immediately at owner's expense.
20. Backing into parking stalls is not allowed.

F. NOISE

1. All Occupants, Business Invitees and Guests shall not make, or permit to be made, any noise in the buildings or on the property which annoys or interferes with the rights, comfort, and well being of others such as and not limited to, excessively loud social gatherings, television sets, radios, stereo equipment, musical instruments, and domestic disputes. This also applies to Vehicles emitting loud noises caused by "revving" the engines, or by damaged or missing mufflers. MVP Security Personnel are authorized by the Board of Directors to monitor and cite offenders and/or the responsible Owner. Repeat offenses shall result in appropriate Board action against the offender and/or Owner. Monetary fines shall be levied against the apartment Owner.
2. Noise and nuisance violations such as and not limited to slamming of car or house doors and dumpsters, profanity, excessive noise and vehicle radio and/or sound system emission standards and horn honking shall not be allowed.
3. Occupant's contractors and MVP personnel making repairs or alterations need to be considerate of occupants and neighbors performing repairs or maintenance to apartments (except emergency repairs), buildings or grounds shall not be allowed on MVP property before 8:00 a.m. and shall cease by 7:00 p.m., Monday through Friday. Saturdays and Sunday 10:00 a.m. to 4:00 p.m., except in emergencies. Emergency repairs shall not be limited by these restrictions on any day and time.
4. The sound level of radios, television, stereo equipment, musical instruments, etc. is to be adjusted to a level where no sound is audible outside the Occupant's apartment any time. Horns shall **not** be used for other than emergency purposes only on MVP property.

5. Portable radios; stereo equipment, musical instruments, etc. are not permitted in any common area or element except as provided in these House Rules. Sound devices equipped with earphone headsets are permitted when worn by the user except while operating a motor vehicle.
6. Quiet hours shall be between 9:00 PM until 8:00 AM. This House Rule will be enforced at all times and special care will be taken by all persons to refrain from making any loud noises.
7. No barbeques fires will be allowed to start after 8 PM and all barbeque areas shall be cleaned and vacated by 9:00 PM and the facilities shall be closed from 9 PM until 9 AM.

G. BUILDING AND LANDSCAPE MODIFICATIONS

1. No structural changes of any type shall be permitted either within or without an apartment without prior written approval of the Board of Directors.

Notwithstanding anything to the contrary contained in the Declaration, the Bylaws, or the House Rules, disabled persons shall:

- a. Disabled persons shall be allowed reasonable accommodations from the Declaration, the Bylaws, and the House Rules, when necessary, to enable them to use and enjoy their apartments and/or the common elements, provided that any disabled person requesting to modify any common element shall so request, in writing. That request shall set forth in detail the nature of the request and the reason that the requesting party needs to make such modification or to be granted such an accommodation.
 - b. If required by the Board, the accommodation when it is no longer required and at the expense of the disabled person, an estate, or heirs, shall be removed.
2. No alterations or, installations, including and not limited to telephone lines, radio and TV cables, disks or microwave/infra dishes, or changes of any nature shall be made to the exterior surfaces of the buildings or the common elements, nor shall window guards, awnings, shades or tinting be installed unless approved in writing by the Board.
 3. No signs, signals or lettering shall be inscribed or exposed on any part of any building, nor shall anything be projected out of any window or from any lanai.
 4. No projections shall extend through any door or window opening into any corridor or beyond the exterior face of the buildings.

5. No flowers, plants, shrubs, or trees of any kind may be planted on the common ground, nor shall the existing landscaping be trimmed, cut, or removed by any Owner, Occupant or Guest. However, fruit may be picked by Occupants only with the express permission from Management. Climbing of trees, except for maintenance by the Association, is prohibited.

H. PETS

- i. No apartment owner or occupant shall keep any animal or pet in their apartment or on the common or limited common elements of MVP without the prior written approval of the Board of Directors. Pets shall be registered with Management prior to moving into the Plantation and an identification tag will be worn at all times. The cost to register a pet is ten dollars (\$10), which is non-refundable. Such registration shall include proof of liability insurance described below, current shot records, current licensing and a current photo and written approval of an apartment owner, if not an owner, and Board approval. A current City and County of Honolulu license (if applicable) shall be worn at all times.
2. Pet owners agree to indemnify, defend and hold the Association, its directors, employees and agents harmless from and against loss or liability of any kind whatsoever arising from their pet.
3. Pet owners shall procure at their sole cost and expense and keep in force during the entire period of time that the pet is kept on the Property; such insurance will have the minimum limits as follows:

General Liability - A general liability policy covering liability arising out of the presence of the pet on the property. Such insurance will have minimum limits for each person/each incident: a. Dogs-\$300, 000; b. All others-\$50,000 or as determined by the Board.

Pet owners shall furnish the Association with a certificate of insurance completed by a duly authorized representative of their insurer certifying that such policy is in force with at least the minimum coverage's and that coverage will not be cancelled, allowed to lapse, or materially changed without 30 days' advance notice to the MVP Association. All insurance will be provided through companies authorized to do business in the State of Hawaii. All coverage required of the owner shall be primary before any insurance program carried by the Association. The MVP Association shall be included as an additional insured under all required insurance policies. The above insurance requirement is not intended to substitute for complete compliance with any applicable rules.

4. The following restrictions shall be applicable to all pets:

- a. Owners shall at all times be responsible for any excessive noise made by any permitted pets, including those of any tenant Occupant or Guest. Pets, which make noise continuously and/or incessantly for a period of ten (10) minutes or intermittently for ½ hour or more shall be deemed a nuisance and be promptly removed from MV P property upon notice from Management. Other behavior may be considered a nuisance on a case-by-case basis.
- b. Animals, which may not legally be imported into the State, are strictly prohibited.
- c. No more than one pet will be allowed per apartment. The following animals are the only animals permitted at MVP without prior BOD approval.
 - 1) Dogs – seventy five (75) pounds or under at maturity
 - 2) Cats - twenty five (25) pounds or under at maturity
 - 3) Fresh water or tropical fish - limited to a twenty (20) gallon tank
 - 4) Birds
- d. A Tenant, in order to keep a pet, is required to have written permission of the apartment Owner on file with MVP Management.
- e. Pets in transit, to and from apartments, shall be under COMPLETE CONTROL of an individual, who is physically able to restrain the animal, and on a short hand-held leash (4 feet maximum), in a pet carrier, or carried at all times.
- f. Pets shall be confined to an apartment at all times except as stated above and shall not be allowed on the lanai unattended by an adult.
- g. Business Invitees or Guests are not allowed to bring pets onto MVP property (except for animals permitted under rule H.6).
- h. Pets shall not be kept, bred or used for any commercial purpose.
- i. Pet owners are responsible for any damage to the common elements caused by their pets. Any damage caused by cleaning chemicals or other such materials used in an attempt to remedy said damage are also the full responsibility of each pet owner.
- j. Pet litter shall **NOT** be discarded in toilets and shall be discarded into securely tied bags in the trash containers.
- k. Litter containers shall **NOT** be allowed on the lanais. Failure to comply shall result in a one hundred dollar (\$100) fine per litter container.
- l. Pet doors are prohibited.

5. It is strongly recommended that pets shall be on an active flea and tick control program and neutered or spayed.
6. Notwithstanding any other provision herein, visually impaired Occupants may keep support dogs as defined in Chapter 515, Hawaii Revised Statutes, hearing impaired Occupants may keep support dogs as defined in Chapter 515, Hawaii Revised Statutes, and physically impaired Occupants may keep service animals as defined in Chapter 515, Hawaii Revised Statutes, in their apartments and may use such assistance animals as reasonably necessary. Guests may also bring such assistance animals on to the property.
7. Pets or assistance animals which exhibit aggressive or threatening behavior or which in the sole discretion of the Board, threaten the health or safety of occupants or other pets shall be promptly removed from MVP property upon written notice from the Board of Directors.
8. Feeding, caring for, or otherwise aiding stray animals is prohibited. Likewise, Occupants are prohibited from feeding wild birds from their lanais or in common areas. Injured or stray animals should be reported to the Hawaiian Humane Society for pick up.
9. In addition to any other remedies, violation of any of the rules related to pets shall provide a basis for the Board to notify the pet owner and that the pet shall be promptly removed.
10. Tampering with animal cages is subject to a fine.
11. Management shall prepare a Pet Registration Form to facilitate registration of pets in accordance with paragraphs 1 thru 3 of this section and shall include a section for pet owners to certify receipt of an individual copy of HR, Section H, Pet Rules and Regulations, and their agreement to abide by the Rules.

I. APARTMENT RENTALS, SALES, KEYS AND MOVING

1. All persons doing business as rental agents in MVP shall be licensed Real Estate Agents working for or with a licensed Real Estate Broker of the State of Hawaii and must have Board approval. Owners may rent their own units and are subject to Hawaii State laws, and shall comply with MVP rules and regulations.
2. Open-House showings are limited to the hours of 1:00 p.m. to 5:00 p.m. Saturday and Sunday. Brokers will be allowed a special open house for Agents on Wednesday from 10:00 a.m. until 2:00 p.m., with prior approval of Management. Only one (1) open house sign is allowed and it shall be placed on the ground immediately fronting the apartment for sale. No other signs on common elements are allowed.
3. Any owner or agent that intends to hold an open house and/or have an apartment for sale shall notify management of that intent no later than noon on Friday. Security shall not have the authority to approve an open house.
4. MVP employees or Security Personnel shall not hold, retain or keep apartment or vehicle keys at any time.
5. Persons moving in or out of MVP shall notify the management office during business hours at least 12 hours in advance by completing an intent-to-move form. Moving shall be permitted only between the hours of 8:00 AM and 7:00 PM Monday to Friday and 10:00 A.m. to 4:00 P.m. Saturday and Sunday.

J. RECREATION AREAS

1. Recreation areas are defined as the pool/cabana enclosures, tennis courts, basketball court, putting green, and shuffleboard area.
2. Lawns, parking areas, driveways, roadways, wash rooms, stairways, sidewalks, landings, and under buildings are not recreational areas, and games of any kind are prohibited. Roller blade/skates, scooters, roller shoes, and electronic controlled devices are expressly prohibited on MVP.
3. Use of the recreation areas shall be limited to Occupants and Guests. Non-residents shall not use the recreation area unless accompanied by an Occupant of MVP.
4. The consumption of alcoholic beverages in the common elements or limited common elements is prohibited except in the immediate vicinity of all BBQ and pool cabana areas.

K. POOL AREA RULES

1. The pool areas are for the exclusive use of Occupants and their Guests. Guests are limited to four (4) per apartment without prior approval by Management. Access to the pool shall be restricted to those with a security key. An owner's or resident's family members or guests found in those areas shall be presumed to be there with the full knowledge and consent of the owner or resident. Owners and residents shall be responsible for the health and safety of themselves, and their family members and guests who use the pool and for ensuring that all rules for the pool are obeyed. Apartment Owners are financially responsible for any damages or destruction caused by themselves, Occupants, Tenants or Guests, Individuals use the swimming pool, Jacuzzi and Sauna at their own risk.

NO LIFEGUARD WILL BE ON DUTY.

- a. All policies shall be age neutral and applied to all persons equally.
 - b. Owners and residents must ensure that someone who can ensure the safety of all family members and guests who are non-swimmers or weak swimmers accompany them at all times they are in the pool area. In particular, an adult when using the pool should accompany a child under the age of 13, unless the child is a competent swimmer. A child's parents or guardian shall be responsible for determining if the child is a competent swimmer.
 - c. It is strongly recommended that parents not allow children less than thirteen (13) years of age in the jacuzzi or saunas for health and safety reasons. Children under the age of 13 who are allowed by their parents or guardians to utilize the sauna or jacuzzi shall be accompanied by an adult 18 years of age or older.
 - d. Both pools will observe "Quiet Time Swimming" between the hours of 6:00 p.m. and 9:00 p.m.
 - e. Persons who are not toilet-trained shall not use the pools unless fitted with swim diapers, swimsuits or other similarly designed swim wear, which prevents feces and urine from leaking into the pool. All costs of decontaminating the pool or Jacuzzi in the event of "accidents" shall be borne by the Owner of the apartment occupied, rented or being visited by the person causing the contamination. Nude bathing is prohibited. The Board may also impose such fines or other penalties, as it deems appropriate under the circumstances.
2. Pool hours: Monday-Sunday - 9:00 a.m. to 6:00 p.m. General Swimming
6:00 p.m. to 9:00 p.m. Quiet Time Swimming.
 3. All bathers shall shower before entering pools and Jacuzzis, as well as after using the restroom

facilities.

4. All suntan oil must be removed from a person's body before entering the Jacuzzi, Sauna or pool.
5. All persons afflicted with an infectious disease or suffering from a cough, cold or wearing bandages shall not use either the pool or the Jacuzzi.
6. No more than six (6) persons are permitted in the Jacuzzi at one time. Posted time limits must be observed. For health and safety reasons it is strongly recommended you limit your time to twenty (20) minute intervals.
7. No glass containers or articles made of glass are permitted in the pool area. Any person that violates these rules will be fined fifty dollars (\$50).
8. Alcoholic beverages of any sort are forbidden in pool areas.
9. Pushing, running, jumping, diving, scuffling, shouting and yelling are prohibited.
10. Spitting, spouting of water, discharge of any bodily fluid in the pool, or excessive splashing is expressly prohibited.
11. Climbing on or over the pool area walls or fence is prohibited. Violators and their sponsors may have their access privileges revoked.
12. The latched gates at the pool areas are a legal requirement and shall **NOT** be left unlatched or propped open. Tampering with the pool gate/lock mechanism is strictly prohibited.
13. Vehicles or other devices of any nature whatsoever, except children's strollers or devices required by challenged persons for purposes of mobility shall **NOT** be permitted in the pool area.
14. The following devices are permitted in the pool: swimming devices strapped or fastened to a person's body, masks or snorkels.
15. The following devices are **prohibited** in the pool: balls, frisbees, inner tubes, surfboards, air mattresses, ride-on toys, fins, hair pins, bobby pins, scuba gear, kick boards and inflatable baby seats.
16. Only acceptable swimwear will be allowed in the pool. Un-hemmed cut-offs, or any swimwear, which may fray and clog pool filters is prohibited. Only white T-shirts are allowed, as an in-pool swimwear in addition to appropriate, normal swimwear.
17. MVP furniture shall not be removed, damaged or misused or thrown into the pool. Violators

shall be subject to fines of \$1000 (one thousand dollars) and pool privileges will be revoked.

18. Users of the pool area are responsible for removal of all articles brought into the area by them, including towels, books and magazines. All trash shall be deposited into the trash receptacles.
19. Radios, TV's, tape/CD players, stereo equipment, etc., except when used with headphones are prohibited in the pool area.
20. Cabana Reservations: Reservations for the use of the cabana areas shall be made by a registered resident only. Reservation for the cabana shall be submitted to Management one (1) week in advance with a group size not to exceed twenty (20) persons and a deposit of One Hundred (\$100.00) dollars. The deposit shall be refunded, if the area used is returned in an acceptable condition.
 - a. A reservation for use of a cabana does not include reservation of the pool, jacuzzi, sauna or barbeque area.
 - b. Reservation Hours shall be allowed between 10:00 a.m. to 6:00 P.M. Reservations shall not exceed three hours in length.
 - c. A guest list shall be provided to Management two (2) working days in advance of the scheduled gathering and parking shall be limited by available guest spaces. Guests that park in assigned stalls shall be towed. Owner/Sponsor shall be subject to fine.
 - d. The clean-up shall be performed by the Occupant hosting the gathering, or by someone acting in the host's behalf. However the host shall be responsible and will forfeit the reservation deposit should the area not be cleaned adequately.
21. No pets are allowed in the pool areas. Assistance animals are permitted in the pool areas but may not enter the pool or jacuzzi.
22. Smoking is not allowed in the pool areas.

L. TENNIS COURT RULES

1. The tennis court is for the exclusive use of registered residents and their guests.
2. Tennis Court Hours: Monday-Sunday 9:00 a.m. to 9:00 p.m.
3. Absolutely no food or beverages shall be allowed on the court with the exception of water in a plastic container.

4. Players wishing to reserve an hour of play shall register in advance with Management or at the Guard Station. Sign up may not be more than 36 hours in advance and may not be for more than one hour.
5. In the event the court is not reserved, the following applies:
When players are waiting, players on the court shall limit themselves to one (1) hour of play.
7. No skateboards, roller blades/skates, scooters, or bicycles are allowed on the court.
8. The court will be closed if the playing surface is wet or standing water of any kind is visible.
9. Court participants shall wear appropriate court shoes at all times. (no slippers).
10. Participants shall wear shirts at all times.

M. BASKETBALL COURT OPERATING RULES

1. Hours of operation are from 10:00 a.m. to 6:00 p.m.
2. Period of play by reservation in one (1) hour blocks.
3. Reservations shall be made in advance with Management by noon on Saturday for Saturday or Sunday play.
4. A sponsor (who must be a resident/occupant) shall reserve the court.
5. The sponsor shall be on the court and present at all times.
6. Court is for basketball and volleyball play, without exception.
7. Maximum participants on the court shall be ten (10) persons, regardless of age.
8. Sponsor using the court shall read and sign these rules when reserving the court.
9. Court participants shall wear appropriate court shoes at all times. (No slippers)
10. No glass containers alcoholic beverages or food shall be allowed within the court area, which is defined by the perimeter fence.

11. In appropriate behavior, including yelling, swearing, howling or abuse of the court shall be cause for the cessation of play by either Management or Security. Loss of future use of court time, as determined by the Board of Directors of the Association, and may result in a monetary fine.
12. Sponsor is allowed to have no more than two (2) basketballs on the court at any time.
13. The court will be closed, if the playing surface is wet or standing water of any kind is present.

N. FINES AND PENALTIES APPEAL PROCEDURE

- a. Pursuant to the Association's Bylaws, fines are established as specified in these House Rules and are levied upon the responsible Owner.

The Owner shall have the right to appeal, in writing, any citation specifying a fine or penalty to the Board of Directors within fifteen (15) days from the receipt of the assessment date by the following process:

- 1) Mailing a letter, constituting a Notice of Appeal, to the Board of Directors care of the Association's Managing Agent.
- 2) The Notice shall be mailed postage prepaid, certified, return receipt requested, or by fax or email, with no guarantee of receipt of it by the recipient. It will be up to the homeowner to confirm receipt of an appeal by any means other than certified mail.
- 3) The date of mailing as certified by the post office shall constitute the date of appeal, or the receiving date of the fax machine, if any, to the date of the email when received. The homeowner must confirm receipt of the appeal by any means other than certified mail.
- 4) The Notice shall contain a copy of the applicable citation; a statement of the facts of the violation, including the reasons for appeal; the names and addresses of witnesses; and copies of any proposed exhibits must also be included.

Unless the Board requests or seeks additional information, it will mail or deliver a written decision to the homeowner following the next Board of Directors meeting that the appeal will be reviewed.

The Board may reduce, suspend, or cancel any fine or penalty after considering

that the appeal will be reviewed.

The Board may reduce, suspend, or cancel any fine or penalty after considering the Appeal. Any decision by the Board shall be final.

b. Rule of Conclusion

- 1) The Board of Directors may demand that any resident who has three (3) violations or more in a twelve (12) month period be given notice by the unit Owner that their tenancy be terminated. If a Homeowner refuses to evict a resident upon demand of the Board of Directors, the matter may be referred to the Association's legal counsel for further action. The Homeowner shall be responsible for all costs to enforce the association documents and/or the House Rules.
- 2) Any Homeowner who has (3) violations or more in a twelve (12) month period shall have common element privileges revoked, and if circumstances merit, the matter may be referred to the Association's legal counsel for further action. The Homeowner shall be responsible for all costs to enforce the association documents and/or the House Rules.

Adopted this 27th day of April, 2005

Makaha Valley Plantations
Board of Directors



Monty Glover, President



ADDENDUM 1 TO HOUSE RULES REVISED 04-27-05

SECTION A: Table of contents renumbered to be accurate.

SECTION D: Number 3, 5th sentence, change the word “**handing**” to “**hanging**”.

SECTION D: Number 3, add to end of paragraph to read: “Small storage containers stored on the “A” unit lanai must be approved by MVP Management prior to installation. The storage container must be neutral in color to match the building. Height of storage container shall not exceed height of lanai railing.

SECTION D: Number 11, last sentence, change fine amount from \$1000 to \$250 to be consistent with paragraph 23.

SECTION D: Number 12, add “by open flame”, after the word Barbequing, for clarity.

SECTION F: Number 3, last sentence, change wording to read “day or time”.

SECTION G: Number 2, add letter “a)” to read: **“To install apartment entry screen doors, Approval must be obtained at the management office prior to installation. Screen doors must be black in color. Any screen doors installed prior to 08/15/07 shall be grandfathered in, but all replacements must meet with current policy. Screen door must be kept in good repair and appearance at all times.**

SECTION G: Add “Number 6” to read: **“Board approval must be obtained prior to installment (For B & C units,) of ceramic tile or wood flooring prior to installation. Documentation of notice to neighboring units must be included with request.**

SECTION H: Number 4, letter E, revise paragraph to read: “Dog’s in transit can be walked to and from apartment, on a leash, and out of the front entrance.” Residents are required to have a baggie or waste bag with them to pick up dog feces or waste while walking the dog on and off property.