

CASA DE EMDEKO ASSOCIATION OF APARTMENT OWNERS HOUSE RULES

KEY DEFINITIONS

- “Association” means Casa de Emdeko Association of Apartment Owners;
- “Board” means the Board of Directors of the Association;
- “Bylaws” means the bylaws of the Project;
- “Declaration” means the restated declaration of horizontal property regime of the Project;
- “Governing Documents” means the Declaration, Bylaws, and these House Rules of the Project, or any combination of those documents;
- “Limited Common Element” means a portion of the common elements designated by the Declaration for the exclusive use of one or more but fewer than all of the units in the Project;
- “Managing Agent” means the management company appointed from time to time by the Board to manage the affairs of the Association;
- “Project” means the Casa de Emdeko Condominium project;
- “owner” means the owner of an apartment in the Project;
- “Owner’s Local Contact” means the person or entity designated to the Managing Agent by each owner as the owner’s:
- on-island contact,
 - Local Contact (as defined in Hawaii Revised Statute 237D - Transient Accommodation Tax), or
 - rental or property manager,
- and if no one is so designated, means the owner;
- “Resident Manager” means the manager hired by the Board to reside on the Project and to manage the day to day affairs of the Project;

SECTION A RULES PERTAINING TO RESIDENTIAL APARTMENTS

A-1 Use of Residential Apartments:

All residential apartments, as defined in the Declaration and Bylaws, shall be used only for family living accommodations and shall not be used for business or any other purposes; provided, however, this provision shall not prohibit such apartments from being rented or leased for residential or living accommodations.

A-2 Owner/Occupant Responsibilities for Conduct:

- a) Each apartment owner and/or occupant is at all times personally responsible for the reasonable conduct of their agents, family, guests, tenants, occupants, and all guests of same, within the premises of the Project, including but not limited to the common elements. Children **MUST** be supervised at all times. Boisterous behavior is not allowed. This responsibility extends to but is not limited to responsibility for any damage or destruction to common elements. It is the owner's responsibility to ensure that his/her agent, tenant and/or guest conform to the intent and meaning of all House Rules. A copy of these House Rules shall be provided by the Managing Agent to an owner upon the owner acquiring an apartment, and a copy of these House Rules, or if an abbreviated form approved by the Board shall be created, a copy of the

abbreviated version shall be provided by all owners to their agents, tenants, and guests and the abbreviated version shall be placed by the owner permanently in his or her apartment. If there is an infraction of the House Rules, the owner and Managing Agent shall be notified by the Resident Manager.

- b) The owner and tenant or other occupant of residential apartments shall be held jointly and severally financially responsible for repair of all damages to any part of the buildings or grounds, including elevators, floors, walls, doors, ceilings, shrubbery, fences, public areas, etc., caused by such owner, tenant or occupant, or any of their family, guests, agents, or other invitees.
- c) An owner shall, upon the request of the Board or the Managing Agent, immediately abate and remove, at the owner's expense, any structure, thing or condition that may exist with regard to the occupancy of an apartment by the owners, tenants, or guests, contrary to the Governing Documents. If the owner is unable to control the conduct of the tenants or guests, the owner shall, upon request of the Board or the Managing Agent, immediately remove such tenants or guests from the project, without compensation for lost rentals or any other damage resulting from such removal.
- d) Owners and residents shall give immediate notice to the Resident Manager or Managing Agent of any damage, accident or injury to the common elements, exterior or roof of the building, its equipment, furnishings or fixtures.

A-3 Matters Affecting Appearance, Integrity and Quiet Enjoyment of the Project:

- a) Owners shall contact the Managing Agent before undertaking any exterior improvements or alterations to their apartments to ensure the changes are in keeping with the Board approved policies and Governing Documents. The Managing Agent shall forward the proposed improvements or alterations to the Board for approval and, where appropriate, the Board may require the owner to seek further approval of the Association's apartment owners, where required by the Governing Documents. If the alterations requested by an owner require membership approval, obtaining such approval shall be the owner's responsibility and shall be at the owner's expense, and shall not in any way be the responsibility of the Board or the Association.
- b) No notice, advertisement, bill poster, illumination or other sign shall be inscribed or posted on or about the Project, whether or not visible outside of the Project, nor shall anything be projected from windows of any building, except as shall have been approved in writing by the Board or the Managing Agent or Resident Manager, which approval may be granted or refused in the sole discretion of the Board or Managing Agent or the Resident Manager. The Board, Managing Agent, or Resident Manager shall have the discretion to limit the time period in which any such notice etc. may be posted. At no time shall owners allow or permit the posting on the exterior windows of any residential apartments of written or illustrated matter, including but not limited to the listing of websites. As an exception to the foregoing, signs indicating an open house may, with the approval of the Resident Manager as to form and location, be placed on the Project and on a walkway near to the apartment which is the subject of the open house.
- c) No apartment owner or occupant shall install any wiring for electrical or telephone installations, television antennas, machines or other equipment or appurtenances whatsoever on the common elements, or protruding through the walls, windows or roofs thereof without the prior written approval of the Board, in accordance with the Governing Documents. Any owner who makes any installation without approval for such installation, shall remove the installation within thirty (30) days of the Managing Agent's written notice to do so.
- d) Owners and occupants shall be responsible for maintaining the cleanliness and appearance of their respective apartment entrances and shall keep their apartment, including balconies and lanais, in a clean, orderly and sanitary condition at all times.

- e) Apartment number plates are already installed on each door, small numbers may be placed at lanai entrance areas. Nothing else may be placed on the door other than permanent "No smoking" or "Remove shoes" signs not to exceed 36 square inches each. Temporary seasonal (one month) decorations may be hung.

A-4 Lanai/Outside Areas:

- a) All lanai furniture and accessories, including lighting, must be in good condition. Appropriate lanai furniture includes chaise lounges, chairs, and tables designed for outdoor use. Lanais shall not be used for storage areas for sports and play equipment, cartons, or boxes, or any other type of storage. Any furniture, accessories, lighting fixtures or plants which are in poor condition, and any improper storage, sports, or play equipment, shall be removed permanently from the lanai upon request by the Board, Managing Agent or Resident Manager.

- b) No items such as clothes, towels, rugs or other objects shall be hung in, on or from doorways, windows or facades in such a manner as to be visible to persons outside the building, and shall not be hung on or from lanai railings at all. Clotheslines or other similar objects shall not be placed/used outside the interior of apartments. Heavy objects, including potted plants, may not be placed on the walkway storage area covers.

Drying racks, towels, swimsuits, snorkel and scuba gear: Towels, swimsuits, snorkel and scuba gear may be hung on chairs or from standard drying hooks or racks on lanais, for drying purposes only. Such chairs, drying hooks and racks shall be located on the lanai as far back and as low as possible, and in the case of drying racks, these shall be taken down when not in use for such purposes. Chairs, drying hooks and racks shall not exceed 42 inches in height. No other hanging of towels, swimsuits, snorkel or scuba gear outside the interior of apartments is permitted.

- c) Lanai floors shall be a neutral color and in good repair. Prior to repair/painting/replacement, materials and color must be approved in writing by the Managing Agent.

- d) Potted plants may be placed on lanai. Porcelain or other suitable containers shall be placed under all flowerpots. The watering and care of plants and the sweeping and mopping of lanai shall be the responsibility of the individual apartment owner and shall be accomplished in a manner which will not create a nuisance to persons residing in lower or adjacent apartments or to persons on the grounds of the premises. For safety reasons, placement of items on walkway storage area covers is prohibited. All plants and planter boxes on lanai shall be maintained in an attractive and aesthetically pleasing manner and condition. Proper safety precautions must be taken to prevent plants from falling from the lanai.

- e) Nothing shall be thrown from a lanai onto any part of the Project.

- f) Casa De Emdeko is a **no** pet property. Feeding of birds and or animals on property is prohibited. This prohibition shall not apply to any certified service and/or assistance animal pursuant to rule A-14 herein.

- g) No owner or occupant shall permit litter, trash containers, etc. to be maintained in open view from such owner's apartment or the Limited Common Elements appurtenant thereto or any adjoining common element of the Project, and in particular, nothing shall be hung from windows, lanais, exterior stairways and landings. No owner, resident or guest shall permit an apartment or any adjoining Limited Common Element to fall into unsightly condition, and for the purpose of this provision: an unsightly condition includes, but is not limited to, the following: litter, trash containers, broken or excessively scarred or weathered furniture, inoperative or broken vehicles, machinery or equipment or part thereof; non-decorative gear, equipment, cans, bottles, ladders, crates or barrels; unshaded or improperly shaded lights, untrimmed or dying plant life and such other conditions as shall be determined by the Board in its reasonable

discretion.

A-5 Lanai Umbrellas:

No lanai umbrellas shall be allowed to be installed.

A-6 Sun Screens:

- a) Lanai sun screens are permitted on the individual lanai at the discretion of the owner. The express purpose of the sunscreens is to provide shade from the morning or evening sun. They are not intended to be used as a partition., and are not to be left down while the unit is unoccupied
- b) Sun screens shall be of the roll up type. Only dark gray or black colored sunscreen cloth is allowed. The Board or Managing Agent may at any time request an apartment owner to remove and/or replace their lanai sun screen(s) if they are unsightly or not in conformity with the standards adopted by the Board. *(Please check with the Resident Manager for local suppliers of the approved sun screens.)*

Should the specified type and/or color of sun screen become commercially unavailable, the owner shall give written notice to the Board and a request that the Board modify this house rule to allow an alternative type/color of sunscreen. The owner shall provide adequate literature and samples of any new type of sunscreen it wishes the Board to consider. The Board shall not be limited to considering merely the proposed selection of sunscreen, but may ask the Resident Manager to make recommendations to the Board for sunscreens as consistent as possible with those already installed under this rule.

- c) The Association takes no responsibility for the quality and maintenance of these screens and should the screens cause damage to the common elements, the respective owner shall be responsible for the damage repair costs.

A-7 Obstructing Transit of Common Elements:

No person shall place, store or maintain on the walkways, grounds or other common elements any object of any kind to otherwise obstruct transit through any common element, or leave any personal belongings on any of the common elements.

A-8 Noises and Disturbances:

No person shall make or permit to be made in or about the buildings any excessive noise, sound or disturbance which may annoy or disturb apartment owners or occupants. This rule shall apply especially to motorized vehicles, social gatherings, cell phones (including tablets and smart phones), computers, T.V. sets, radios, stereo equipment, musical instruments, singing, shouting and loud talk, and vacuums and shall be strictly enforced after 10 p.m. each day of the week, including weekends and holidays. Notwithstanding the foregoing, the Board may, by advance notice, authorize musical, or other social or festive events to last beyond 10 pm for limited and special occasions, including authorized New Year's Eve functions. Reports of excessive noise should be made to the Resident Manager.

A-9 Interior Window Coverings:

All drapes and window coverings seen from the outside shall be of neutral or off white color, to maintain continuity throughout the complex.

A-10 Screen Doors/Exterior Window Frames:

All screen doors shall be anodized bronze or black in color and shall be self-closing. Window frames shall be anodized bronze in color, whether aluminum or vinyl, to maintain continuity throughout the complex. *(NO WHITE)* Owners shall maintain screen doors in good operating

condition (including the self-closing mechanism) and appearance.

A-11 Garbage/Dust/Litter/

- a) All garbage and trash shall be bagged and deposited **in containers at the North or South breezeways and side lanes.** Cardboard boxes MUST be broken down. Recycle bins are located in the cabana area and the North and South breezeways.
- b) Garments, towels, rugs, mops or other objects shall not be dusted or shaken from the hallways, or lanai or any exterior part of the Project. Dust, rubbish, or litter shall not be swept or thrown from any apartments on to any part of the Project.

A-12 Hazardous Activities/Materials:

No occupant shall use or permit to be brought into any apartment or common elements anything deemed hazardous to life, limb or property, such as gasoline, kerosene, methanol, or other combustibles of like nature, or any gunpowder, fireworks or other explosives. No activity shall be engaged in, nor shall any substance be introduced or manufactured within the apartments which may result in a civil or criminal violation of the law, or which may overload or impair the structural integrity of a building, or result in the increase of premium rates or cancellation of insurance on the buildings in the Project. Open fires are not permitted on any portion of the Project. Owners are responsible for illegal activities in or emanating from their units.

A-13 Use of Barbecues:

The only barbecues permitted for use on the Property are those located at the cabana. All other barbecues and use of barbecue materials are strictly forbidden, including but not limited to the use of lighter fluid and charcoal barbecues, or electric barbecues, which utilize ceramic or rock briquettes. Absolutely no cooking or barbecuing of any type is permitted on any lanai. Barbecuing at the cabana is not allowed after 10:00 p.m.

A-14 Pets and Service / Assistance Animals:

- 1) No livestock, poultry, birds, rabbits, or other animals including, but not limited to, dogs or cats, shall be allowed or kept in any part of the Project; provided, however, that a request by a person with a disability for the use of a certified service and/or assistance animal qualifying under the federal Fair Housing Act and Hawaii Law shall not be denied, provided that the following paragraph 2) shall be complied with.
- 2) In accordance with the federal Fair Housing Act and Hawaii Law, The Hawaii Civil Rights Commission (HCRC) defines a person with a disability as “an individual who has a physical or mental impairment which substantially limits one or more major life activities, has a record of such impairment, or is regarded as having such an impairment”.

The following requirements must ALL be met for all service and/or assistance animals to reside with or in any way accompany such animal's owner (“Handler”), whether as an owner of an apartment or other resident or guest, on the Project.

- a) Any Handler wishing to bring a service and/or assistance animal onto the Project (regardless of whether an apartment or common property) shall make a request for permission to do so (for “accommodation” under the federal Fair Housing Act and Hawaii Law) to the Resident Manager, preferably in writing, before bringing the service and/or assistance animal onto the Project.
- b) The Resident Manager may ask for confirmation, in accordance with and as permitted by the federal Fair Housing Act and Hawaii Law, of the status of the Handler and the service and/or assistance animal.

c) The Handler:

- shall be responsible for observing all applicable laws, including leash and pick-up laws;
- assumes entire responsibility for any damage to person or property caused by the service and/or assistance animal;
- with respect to waste and location:
 - for the purpose of the service and/or assistance animal relieving itself, shall cause the service and/or assistance animal to use only the grassed area at the extreme southwest corner of the Project as indicated by signage, or such other area as may be designated from time to time by the Board (to be known as the “Designated Service Animal Area”); and
 - shall clean up all waste, and shall pick up solid waste immediately upon deposit;
- shall ensure that the service and/or assistance animal is licensed with the county, if required;
- shall keep the service and/or assistance animal vaccinated as required under Hawaii Law, and shall supply official, current evidence to the Resident Manager of all required Hawaiian veterinary vaccinations;
- shall ensure that the service and/or assistance animal always meets minimum sanitary standards; and
- shall ensure that the service and/or assistance animal is always under effective control of the Handler.

d) The service and/or assistance animal must not pose a direct threat to the health and safety of others or result in actual damage to property, including, but not limited to, the Project.

Violations of this rule will result in a fine of \$100 per incident, which will be levied in accordance with rule C-4 c).

A-15 Construction, Services & Repairs:

- a) Services and repairs to the common elements of an owner/occupant's apartment shall be initiated by contacting the Resident Manager, who shall be responsible for preparing the appropriate work order. Maintenance personnel will not perform services for owners unless directed to do so by the Resident Manager.
- b) Work hours are Monday through Saturday 8:00 a.m. to 5:00 p.m. In case of an emergency this requirement will be waived.
- c) Construction or other work in an owner’s apartment may be carried out during the same work hours as under the preceding paragraph b), and the owner is responsible to ensure the following:
- persons carrying out the construction shall be required to minimize noise to the extent possible;
 - power equipment shall not be used in walkways or on lanais;
 - at the end of each work day, the entrance to the apartment and surrounding walkway shall be left clean and clear.

A-16 Harassment

- a) Persons living within the Project, as with any condominium community, have the right to quiet enjoyment of their apartments and the common areas of the Project. This includes the right to be free from actions that constitute harassment.

The Hawaii Revised Statutes specifically address what is considered to be “Harassment” in HRS 604-10.5. This term, and the related term “Course of Conduct” are defined as follows.

“Harassment” means:

(1) Physical harm, bodily injury, assault, or the threat of imminent physical harm, bodily injury, or assault; or

(2) An intentional or knowing course of conduct directed at an individual that seriously alarms or disturbs consistently or continually bothers the individual and serves no legitimate purpose; provided that such course of conduct would cause a reasonable person to suffer emotional distress.”

“Course of conduct” means a pattern of conduct composed of a series of acts over any period of time evidencing a continuity of purpose.

- b) The right to be free from actions that constitute harassment extends and is hereby extended to all employees, contract workers, agents and others working for or providing services to the Association or owners, or present on the Project at the invitation of the Association or at the invitation of owners or other residents.
- c) Any person who believes he or she is being harassed and is unable to resolve the problem directly may:
 - I. report the matter to the Board which shall be done by submitting a written report addressed to the Board through either the Resident Manager or the Managing Agent; or
 - II. call the local police department’s non-emergency phone number (808) 326-4646 and file a complaint.

SECTION B COMMON ELEMENTS OF RESIDENTIAL APARTMENTS

B-1 Commercial Activities and Solicitation:

- a) Except as allowed in the Governing Documents, owners, tenants, and other occupants or their guests are prohibited from engaging in commercial activities on the Project.
- b) There shall be no soliciting on the Project.

B-2 Personal Packages/Mail:

The Board, Managing Agent, Resident Manager or office personnel shall not accept nor be responsible for any U.S. mail or for packages or other deliveries left at doors of apartments or other undesignated places on the Project, or for any personal property placed on or left in or about the Project.

B-3 Personal Items:

Skateboards, roller skates/roller blades, golf carts, scooters or other like items of personal equipment shall not be operated or used on any part of the Project. Golf cart type vehicles may be used and operated only by Association employees or contractors.

B-4 Activities Prohibited in Common Elements:

Group sports such, as football, baseball, basketball, volleyball, water polo or golf shall be prohibited in all common elements.

B-5 Moving Activities Affecting Common Elements:

- a) Persons moving in or out of any Project building or moving large items shall use appropriate protective padding and mats to protect the condition of the elevators.
- b) Any damage to any common elements, including but not limited to elevators, caused by moving of furniture or other personal effects shall be repaired at the expense of the owner of the apartment from which the move is being made and which causes the damage.

B-6 Common Element Landscaping/Decorations:

- a) The planting and care of foliage in the common elements is within the sole discretion and responsibility of the Board.
- b) Owners, occupants and guests shall not be permitted to plant, place or remove shrubs, trees, vines or other types of plants in the common and Limited Common Elements. No alteration of any Limited Common Element may be done without prior Board approval.

B-7 Common Element Furnishings:

Furniture, furnishings and equipment of the common elements have been provided for the safety, comfort and convenience of all residents and guests and, therefore, shall not be altered, extended, removed or transferred to other areas without permission from the Resident Manager.

B-8 Ingress and Egress:

- a) The walkways, driveways, and other similar common elements shall be used strictly for ingress and egress from the parking and apartment building areas, and must be at all times kept free of obstructions. All vehicles, including bicycles, mopeds and motorcycles, must be registered with the Resident Manager.
- b) Vehicles, including bicycles, mopeds, and motorcycles shall be operated only on roads and roadways. The use of such vehicles is not permitted on the Project except on paved areas and solely for ingress and egress. Such vehicles must be stored in designated areas and registered with the Resident Manager.

B-9 Elevators:

Persons in dripping wet bathing suits shall not use the elevators.

B-10 Storage:

- a) Storage lockers and bike racks located within the owner's storage area of the cabana will be assigned by the Resident Manager on a first-come basis for an annual fee determined by the Board.
- b) Surfboards, skate boards, roller skates/blades, strollers, golf bags, scuba equipment, or other items of personal equipment shall not be left or allowed to stand on any part of the Project, other than within the confines of the interior of any apartment (which does not include the lanai) or in a storage area set aside or assigned for such purposes. No gasoline vehicles of any kind may be stored in a common enclosed storage area.

**SECTION C
GENERAL**

C-1 Information/Items To Be Furnished To Management:

- a) The Managing Agent or the Resident Manager will retain a key or code (as the case may be) to each apartment unit. If the lock or code to an apartment is to be changed, a copy of the new key or the new code shall be given promptly to the Resident Manager.
- b) The names and phone numbers (and fax numbers and e-mail addresses, if available) of all resident owners, and the names, residence or business address, and phone numbers (and fax numbers and e-mail addresses if available) of all non-resident owners shall be given promptly to the Resident Manager who shall forward such information to the Managing Agent. In the case of non-resident owners, the name, phone number, fax number and email address of the Owner's Local Contact of the non-resident owner shall be included in the information to be provided to the Managing Agent. All such information shall be given at the time of conveyance, and current information shall promptly be given to the Managing Agent at any time any part of this information is changed. **ONLY OWNERS MAY RECEIVE A COPY OF THE LIST OF OWNERS!** In accordance with HRS 514B s.153, such lists must be requested of the Managing Agent and may only be used for Association business, or business of the owner with the Association.
- c) Owners renting out apartments - Hawaii Revised Statute 237D - Transient Accommodation Tax Act ("TAT Act"): "Operators" of transient accommodation, as defined in the TAT Act, must register with the State of Hawaii, must provide the State with the name, phone number, and electronic mail address of a local contact ("Local Contact"), and must collect and remit Transient Accommodation Tax.

Owners should review the Hawaii State statutes to ensure that you are in compliance with State laws. Links to the Hawaii State Legislature: <http://www.capitol.hawaii.gov> or Hawaii State Dept of Taxation: <http://hawaii.gov/tax/>

Owners who rent their apartments shall furnish to the Managing Agent all relevant information which includes the name, address and contact information of their Local Contact. Association staff members cannot be designated as the Local Contact for an owner.

d) Emergency Contact List:

- i. All owners must provide to the Managing Agent the name and contact information for their unit's Emergency Contact person, which may be the Local Contact as define in the TAT Act or the Owner's Local Contact.
- ii. Emergency Contact information for the owner that is submitted on the Owner Information Sheet will be maintained by the Managing Agent.
- iii. If no Emergency Contact information is provided, the apartment's owner will be listed as the default Emergency Contact.

C-2 Emergency Situations:

If the immediate service of the police department, fire department, or an ambulance or doctor is required, the desired agency or person should be called directly. Any emergency, particularly such emergencies as flooding, fire, theft, etc., should also be promptly brought to the attention of the Resident Manager.

C- 3 Disabled Persons:

Any person who is disabled as that term is defined in 24 CPR part 14, 100.21, shall, notwithstanding any other provision of these House Rules, be permitted to make reasonable modifications to the Project both external and internal in order to permit the full enjoyment of the premises, provided that such disabled person shall be responsible for any and all expenses

associated with such modifications, and provided further that such disabled person shall provide to the Board in advance any changes or proposed modifications which shall be for approval by the Board and subject to reasonable assurances of performance and adequate protection against actual and potential damage to other portions of the Project.

C-4 Requests and Complaints:

- a) Requests and complaints may be made either to the Resident Manager, or the Managing Agent, and should be in writing. Such complaints may either be dropped off at the Resident Manager's office, or faxed to the Managing Agent. If the complainant wishes the matter to be promptly brought to the attention of the Board, a copy should also be directed to the President of the Board. If complaints are made verbally after business hours to either security personnel, or by telephone call to the Resident Manager, due to an urgent situation which has arisen after hours, the person making the complaint or request should follow up the next business day, by submitting a written statement with a description of the date, time, and circumstances surrounding the request or complaint, and a statement of the request or complaint made, to the Resident Manager or Managing Agent.
- b) To the extent any cost is incurred by the Association, including any necessary costs of repair caused by the apartment owners' violation of these Rules, or fines incurred due to violation(s) by the owner's tenants, guests, family, or invitees, such costs, together with interest at the rate of ten percent (10%) per annum, shall be charged against the owner. Such costs or fines as are incurred shall be billed to such apartment owner, and shall be paid within ten (10) days of invoicing. Failure to reimburse the Association within such ten (10) day period, without further notification, shall entitle the Association to assert and enforce a lien pursuant to HRS 514A-90 or HRS 514B upon the ownership interest of such violating apartment owner. Any and all costs of enforcement, including attorneys' fees incurred by the Association in enforcing these Rules shall be the responsibility of the violating party and owner of the apartment whose tenants, guests, family, or invitees caused the violation. Such costs shall be awarded pursuant to the provisions of HRS 514A-94 and HRS 514B.
- c) Any apartment owner, guest or resident who shall negligently, intentionally or willfully violate any rule or regulation of the Association shall, in addition to the payment of actual damages incurred, be given a verbal notice, followed by a written notice to the owner and the owner's property manager if the violation persists. If the violation has not ceased after the written notice, the Board may assess a fine after a duly called meeting and after the alleged violating owner, guest or resident has been given an opportunity to be heard by the Board. Such fine or fines shall not exceed \$100.00 per violation, unless a different fine is specified for such violation in a schedule of fines adopted by the Board, or as further specified in these House Rules. Upon a finding of a violation and assessment of a fine, the amount so assessed shall likewise become a lien upon the apartment owner's property in the same manner as set forth in the above sub-paragraph b).

C-5 Policy for Rentals

- a) Association staff is responsible for maintenance of the common elements as well as the day-to-day operation and administration of the Project. Association staff does not have any responsibility to provide concierge or agent services for rental units. Association staff has been instructed to refer non-emergency issues experienced by a renter to that unit's Emergency Contact as provided to the Managing Agent.
- b) If the On-Island Contact, Local Contact or Emergency Contact is non-responsive, Association staff may, at its discretion, render appropriate assistance. A record of such incidents will be maintained at the Association office. Continued and frequent incidents will be referred to the Board for action.

SECTION D RULES FOR VEHICLES & PARKING

D-1 Loading Zones/Fire Lanes:

- a) Loading Zones: Neither owners, nor occupants or their guests shall leave their vehicle unattended in designated loading zones. The vehicle shall be promptly removed when the loading or unloading is completed.
- b) Loading or unloading is strictly prohibited in designated fire lanes.

D-2 Owner's Vehicle:

- a) Pursuant to the Bylaws, owners shall have only one (1) parking space per apartment. Owners shall be limited to one (1) vehicle per one (1) parking space. Any vehicle in violation of this rule shall be towed away pursuant to signs posted in the parking lot and pursuant to Hawaii County Ordinance No. HRS 290-11. If the violator is a lessee, tenant, or guest of an owner, the owner shall be responsible for payment of any such towing charges.
- b) Where an owner wishes to use the owner's one unassigned parking space to store a vehicle, the owner shall:
 - register the vehicle with the Resident Manager;
 - provide a set of keys to either a permanent resident of the Project or the Owner's Local Contact of the owner, and provide this information to the Resident Manager.

All stored vehicles shall be parked in designated long term parking area, if any. All vehicles must be in running condition. Flat tires, broken windows and ruined convertible tops are not permitted, and if such a condition arises, it must be repaired or otherwise rectified within 30 days of notice or storage of the vehicle will cease to be permitted and the vehicle may be removed in accordance with the preceding paragraph a). If a stored vehicle is in such a condition, the Managing Agent will send a registered letter to the owner. If the Managing Agent receives no response within 30 days, the vehicle may be towed or moved, any expense involved shall be the owner's responsibility.

- c) No personal items such as lumber, furniture or crates shall be permitted in any designated parking area.

D-3 Renter's Vehicle:

A renter may use the owner's one (1) unassigned parking space (if not in use by the owner) on the Project during the rental or lease period only, and that vehicle may be parked by renter in any convenient parking space not marked for specific use.

D-4 Non-Occupant's Vehicle:

Guests and visitors may use the parking within the Project parking lot as long as they are guests of the renter or owner, provided that there is space available. Vehicles of overnight guests must be registered with the Resident Manager.

D-5 Parking Signs:

Signs shall be placed in appropriate places designating the type of parking. Any vehicle parked in violation of the signs, or of these House Rules shall be towed away and stored at the owner's expense. The signs shall state the County Ordinance, the towing company name and the towing company phone number.

D-6 Vehicle Damage:

Damage to vehicles and other objects or to common elements shall be the responsibility of the person causing the damage, and not in any way the responsibility of the Association.

D-7 Vehicle Maintenance:

- a) No major repairs to automobile or motorcycles shall be permitted on the Project.
- b) Residents may not wash automobiles or motorcycles in the parking areas nor use such areas for recreation. Automobiles and motorcycles may be washed only in the designated area near the office. This area is to be used for resident vehicle washing only, and for no other purpose whatsoever. No extended detailing or commercial use of this area.

D-8 Noise:

Owners of all motor vehicles are required to operate same within the Project at a reasonable level so as not to constitute a noise nuisance to other occupants. No racing of motors, etc., is permitted.

D-9 Traffic Control:

Vehicles shall travel at low, safe speeds while on the Project. Drivers shall observe traffic and directional signs for the safety of all.

D-10 Registering Vehicles:

All vehicles of owners, or tenants, must, upon or promptly after arrival, be registered with the Resident Manager. Information required by the Resident Manager's office to register such vehicle must be provided. All registered vehicles must visibly display proof of their Casa De Emdeko registration on their vehicle in the manner required. Unregistered vehicles and illegally parked vehicles may be towed away at the owner's expense.

D-11 Mopeds, Motor Scooters and Motorcycles

- a) Mopeds, motor scooters and motorcycles, whether registered or licensed or not, are deemed to be vehicles for all purposes of this section D. Section D shall apply to them, subject to the provisions of this section D-11, and in particular they shall be required to be registered under section D-10.
- b) Despite anything else in this section D, mopeds and motor scooters shall be parked where directed by the Resident Manager and only in spaces designated for such parking. The Resident Manager may require that more than one moped or motor scooter be parked in such space or spaces.

**SECTION E
POOL AREAS**

**Please observe rules posted in the pool area
An immediate fine of \$500 will be levied on anyone breaking glass in the pool area.
Glass or any breakable material is strictly prohibited in the pool area.**

E-1 Pool Hours:

The pools and the surrounding areas are for the exclusive use of residents and their guests and commercial lessees and their guests, and may be used during the following hours:

OCEAN POOL: 8 AM to 9 PM

MIDDLE POOL: 9 AM to 9 PM

Use of the pools outside these hours will result in a \$100 fine per occurrence. In addition, violators will be banned from the pool and surrounding fenced in pool areas for an indefinite period until Board review. Trespassing by nonresidents may result in criminal prosecution. Host apartment owners or tenants shall be responsible for guest conduct and compliance with these rules. No owner, tenant, or occupant of any apartment may permit more than six (6) guests per apartment in either of the pool areas at any one time. Guests are to be accompanied by the unit resident.

E-2 Pool Attire:

Swimming is not allowed in other than proper swimming attire. All suntan oil, Bobbie pins, hairpins, and other such material shall be removed before entering the pools. All persons using oils, etc. shall protect the furniture and the deck area by placing a towel on the surface where they are sitting or lying. Tanning oils and lotions, if used, must be removed by showering prior to entering the pool. All persons shall shower prior to entering the pools or reentering the pools after visiting the restrooms. Nude sunbathing/swimming is not allowed.

E-3 Pool Safety:

For safety reasons, an adult (age 18 or over) shall supervise all children under the age of twelve (12) years who enter the pool area. No adult shall supervise more than four (4) children at any time. Such supervision must take place by the adult being within the enclosed pool area itself. Persons of any age over the age of 12 who cannot swim shall be accompanied by a responsible adult with swimming ability when using the pools. Pool gates shall be kept closed at all times.

E-4 Pool Conduct:

Horseplay, pushing, running, screaming, playing ball games such as water polo, or throwing of any objects (including balls) anywhere in the pool or pool deck or other boisterous conduct is not permitted in the pool areas. Also prohibited is any splashing of water other than that accompanying normal swimming. Loud noise or boisterous behavior in the pool or pool area is strictly prohibited. Use of the pool shall not interfere with use of the pool by others. The Resident Manager has the authority to ban violators from the use of the pool until review by the Board. Fines may also be issued.

E-5 Food in Pool Area:

Food shall not be brought into the pool areas. Beverages must be contained and served in unbreakable containers. Glass or other breakable containers shall not be brought into the pool areas.

E-6 Personal Belongings:

All personal belongings such as towels, sunglasses, books, etc. shall be removed upon leaving the pool areas. All trash must be removed before leaving the pool area - persons should check the pool and adjacent areas before leaving.

E-7 Audio Equipment:

Audio equipment of any kind except for those used exclusively with headsets is prohibited in the pool areas.

E-8 Use at Own Risk:

All persons using the pool, including owners, and tenants, and their guests shall use the swimming pools at their own risk.

E-9 Toys:

Scuba, boogie boards, inner tubes, toys, balls or other similar equipment shall not be allowed in the pools. However, the use of swim aides is permitted.

E-10 Pool Cautions:

Persons having diseases of the skin, sore or inflamed eyes, discharge from the ears, cold sores, or wearing Band-Aids or bandages, suffering from a cough, or afflicted with any communicable diseases shall not be permitted to use the pool.

Oral or other body discharges in the pools and pool areas are strictly prohibited. Violations will result in fines being assessed plus the cost of necessary draining, disinfecting and cleaning of the pool. Neither the Association nor Management is responsible for individuals developing disease or skin allergies from the use of the pools.

Children and other persons wearing diapers, or who might be incontinent must wear appropriate "swim diapers." Parents or guardians or responsible adults are responsible for the cost and fines of any necessary cleanup as a result of the discharge of body wastes.

E-11 Private Parties:

Pools and beach areas may not be reserved for private parties. Nor may guests invited to parties held by reservation in the enclosed cabana area occupy or make use of the pools except pursuant to the numbers and limitations of Rule E-1 above.

E-12 Security:

At any time when requested by Project staff, management, or Project security personnel, if a person using the common elements, including but not limited to the pools, pool areas, cabanas, and beach, does not provide identifying information requested they will be required to leave the common element. Association personnel may verify such information. Failure to consistently comply with this rule may result in fines and/or that person being barred by the Board from use of the pools, cabana, or beach area, for such length of time (including an indefinite period) following the meeting of the Board at which the barring is decided.

E-13 Temporary Pool Closures:

If the Resident Manager (or someone acting on behalf of and with specific authority from the Resident Manager, "Delegate") determines, based on reasonable grounds, that the condition of one or both of the pools is such that there is a threat to human health or safety, the Resident Manager (or Delegate) may order the immediate closure of such pool or pools. The closure order shall be in force for such length of time as the Resident Manager or Delegate considers necessary in the circumstances. If an order is so made, all persons, whether owners, tenants, or guests or other invitees, shall immediately leave the pool and the surrounding gated area, so that the pool area or areas can be locked.

**SECTION F
CABANA RULES**

F-1 Reservations: Please refer to attached Exhibit "A" Cabana Reservation Form

- a) Only owners of Project apartments or tenants who can show proof of a lease or rental agreement of not less than four weeks duration may be permitted to apply for use of the enclosed, covered cabana area ("Cabana Area"), which will include the adjacent kitchen and bar area, for an event (an "Event"). There can only be one reservation at a time for the temporary exclusive use of the Cabana Area for an Event, and these will be made on a "first come" basis.

- b) The Cabana Area may not be used by any commercial, non-profit or outside organizations.

Common elements including the pools, beach and the patio adjacent to the Cabana Area cannot be reserved, set up, nor in any manner be designated for the exclusive use of attendees of an Event, and are not included in any rental. These elements accommodate owners, tenants and their guests on a first come basis.

The Cabana Area may not be reserved by individual owners for Holidays, including New Year's Eve and Day, Easter Sunday, Thanksgiving, and Christmas Eve and Christmas Day.

- c) A person wishing to rent the Cabana Area shall give notice in writing to the Resident Manager at least one week before the date of the proposed Event, and, provided that the Cabana Area is not already rented for the proposed period, the Resident Manager shall post a notice of the rental in the Cabana Area.

F-2 Group Size:

The Cabana Area may be reserved for a minimum of 12 persons with a maximum of 30 people. The proposing renter shall, when giving notice to the Resident Manager under the preceding section F-1 c) shall provide the Resident Manager with an estimate of the number of people expected to attend the Event. There must be one adult supervisor for every 4 children. The Association will provide up to 8 tables and 32 chairs per Event. Any additional tables and chairs needed must be provided by the host, at their expense, to be set up and removed on the day of the Event. All chairs and tables must remain within exclusively the Cabana Area.

F-3 Damage / Cleaning Responsibility / Liability:

- a) Owners or tenants who want to reserve the Cabana Area for an Event are responsible for all security, damage and cleaning costs, and shall be required to agree to such liability at the time of application for a reservation.
- b) If the reserving party does not leave the Cabana Area clean, or if damages are caused by attendees of the event, the costs of cleanup or repairing the damages shall be billed to the person renting the Cabana Area (with a copy to the owner of the unit if the rental is by a tenant of that unit), and if not paid within 30 days, shall be charged to the unit of the owner who, or whose tenant rented the Cabana Area.
- c) In addition, if there have been reported complaints of violations of these House Rules arising out of the Event, one or more fines may be imposed, and the amount of such fines added to the billing under the preceding paragraph b) after notice to the owner and an opportunity to be heard on the matter in accordance with these House Rules.
- d) Prior to set-up of the Event, the person reserving the Cabana Area shall participate in a walk-through with the Resident Manager or designated staff. After completion of the Event, another walk-through shall be conducted with Resident Manager or designated staff.

F-4 Party Hours:

No Event shall be permitted to be scheduled that lasts more than six hours, including "set-up" time, or that runs later than 10 P.M. All noise standards which appear in the House Rules shall apply.

F-5 Sanctions for Excess Persons Attending Function:

If the host allows an excess number of persons to attend the Event than was provided for in the application for rental for the Event:

- the Resident Manager may immediately terminate the Event and the related rental; and
- the host(s) shall be liable for a fine of \$100 for each person attending the Event in excess

of the number permitted for the Event as authorized by the application or these House Rules, the total amount of such fine not to exceed \$500.

F-6 Sanctions for Use of Pools by Party Attendees:

Non-resident attendees of Events shall not be permitted to use the swimming pools, except as set forth below. Where personally accompanied by the Event host, not more than six (6) attendees at any one time may use either of the swimming pools. All such guests attending the event must strictly comply with all pool and other house rules.

F-7 Violations:

Any owner who violates, or allows any of his guests to violate, any of the rules with regard to the use and reservation of the Cabana Area, and/or any other House Rules, during the course of an Event, shall not only be subject to fines, but will be banned from obtaining permits for use of the Cabana Area for 18 months following the date of the event when the violation(s) occurred.

**SECTION G
SMOKING**

In accordance with Hawaii county ordinance rules, code 328J-1 and 328J-3; smoking shall be prohibited in all areas of the Project, including all the interior and the exterior of all apartments and lanais. Smoking may only occur off the property of the Project.

Smoking, as prohibited by the Declaration, shall include smoking in all its forms and smoking of all smokable / combustible materials, and specifically includes, but is not limited to, marijuana cigarettes, vaping and the use of E-cigarettes.

**SECTION H
COMPLIANCE WITH CASA DE EMDEKO DECLARATION AND BYLAWS**

H-1 Conflict:

Notwithstanding anything herein to the contrary, these House Rules shall be subject to the Declaration and Bylaws, and in the event of any conflict between these House Rules and the Declaration and Bylaws, the Declaration and Bylaws shall govern and the Board shall make such changes to these House Rules from time to time to comply with the Declaration and Bylaws.

H-2 Fining Schedule and Process:

Health and safety violations will result in a fine, which the Board may determined to institute immediately.

A fine of \$100 per incident will be levied in accordance with section C-4 c), except as provided by the Board in the case of an immediate fine.

**SECTION I
GATES & ACCESS**

The current codes for the pedestrian gate and the roadway gates shall be provided from time to time to owners by the Managing Agent, and may be provided to an Owner's Local Contact:

- by the owner; and
- in the case of an emergency, by the Managing Agent or the Resident Manager.

SECTION J DRONES (UNMANNED AIRCRAFT SYSTEMS) PROHIBITED

J-1 General:

The entirety of the Project is private property of the owners and the Association, represented by the Board, and the Board accordingly has power to regulate, restrict and prohibit the use of drones, also known as unmanned aircraft systems (“drones”).

J-2 Prohibition of Drones

No person, whether an owner, a renter, a guest, a visitor or otherwise, may use or operate a drone anywhere within, on or over the boundaries of the Project, including, without limitation, all common areas, pools, buildings, parking areas, and beach areas.

J-3 Exception with prior authorization

The Board may, upon receiving a written application providing such information as the Board may require, give written authorization to a contractor or other person for the use of a drone where the Board considers it necessary for the work of the contractor in providing maintenance, repair or construction services for the common elements or for a unit, or in other circumstances where the Board considers use of a drone warranted, and upon receipt of such written authorization, the contractor or other person may use and operate the drone in accordance with the authorization.

The authorization shall specify the extent to which filming or video-recording is permitted, if any.

In any event, any contractor or other person using or operating a drone under a written authorization granted by the Board shall observe all rules and laws governing privacy, and shall restrict use of the drone in accordance with the written authorization given by the Board.

J-4 Penalties for unauthorized use or operation of drones

Upon any infraction of this rule by an owner or by a renter or by any guest of an owner or renter (“guest”), the Resident Manager shall give oral notice to the owner and to the renter if any at the earliest opportunity, and, if such infraction has not already ceased, the owner, renter or guest shall forthwith cease the activity giving rise to the infraction. The Managing Agent shall give written notice as soon thereafter as conveniently possible.

Upon an infraction by a visitor who is not an owner, renter or guest, the Resident Manager may call Project security personnel to have the visitor expelled from the Project.

Upon any infraction subsequent to the first infraction by an owner or by a renter or by any guest, the Board may, after a hearing:

- assess the owner a fine of up to \$500.00; and
- in the case of a renter or renter’s guest, take steps to have the owner or the owner’s rental agent initiate removal of the renter from the unit for breach of these House Rules.

