

Kuilima Estates East
At Turtle Bay
Kahuku, Oahu, Hawaii

HOUSE RULES
Revised August 2022

KUILIMA ESTATES EAST
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REVISED AUGUST 2022

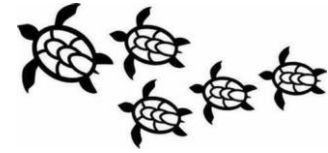
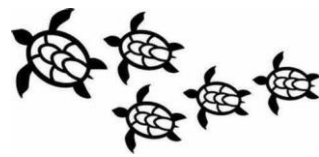


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SECTION 1 - PURPOSE

The purpose of these House Rules is to protect all occupants from annoyance and nuisance caused by improper use of the condominiums and to protect the reputation and desirability of Kuilima Estates East.

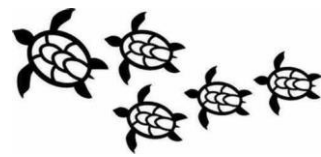
The full authority and responsibility of enforcing the House Rules is vested in the Board of Directors of Kuilima Estates East. The Board may delegate the authority and responsibility of enforcing House Rules, By-Laws, and Declaration (hereafter, Rules) to its Managing Agent, its Resident Manager and to its Security Patrol. All occupants, owners, their families, tenants, guests, employees, and any other persons using the Project on their behalf are bound by these Rules and by standards of reasonable conduct whether covered by the Rules or not.

Owners are responsible for the conduct of their families, tenants, guests, visitors, employees and tradespersons and any other persons using the Project on their behalf, including their compliance with the parking rules and Kuilima Estates East Guidelines for Construction, Remodeling & Maintenance.

In the event Kuilima Estates East incurs any expenses due to actions, including acts of omissions and negligence, of any owner, family member, occupant, tenant, guest, contractor or employee of an owner, or any other person using the Project on their behalf, the owner shall be responsible for payment of the expenses. This includes all expenses incurred by Kuilima Estates East for enforcing the Rules.

If an owner is unable to gain compliance of these house rules by a family member, occupant, tenants, guests, contractors, employees or any other person using the Project on his or her behalf to the Rules, the owner shall, upon request of the Board of Directors or the Managing Agent, immediately take action to remove such persons from the premises, without compensation from Kuilima Estates East for lost revenues or any other resulting damages. If requested by the Board to bring about compliance with the Rules, the owner shall bring an action to remove a tenant from the property for violating the Rules.

The Board of Directors shall have the power, by majority vote of a quorum of its members, to fine any apartment owner for any conduct in violation of the Rules of Kuilima Estates East in such amount as the Board majority deems appropriate, and such fine(s) shall be added to the monthly payment(s) due Kuilima Estates East from such owner with the consequences specified in the Article III, Section 2, of the By-Laws. The Board under the terms and conditions specified in the By-Laws shall be entitled to pursue any of the remedies of the Association including but not limited to filing a lawsuit for damages and injunctive relief and recovery of all legal fees and costs.

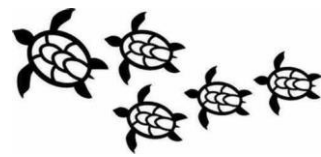


SECTION 2 - REGISTRATION

1. Owners and tenants are required to register with the Resident Manager prior to occupancy and provide contact information essential in case of an emergency. This information must be kept current. If owners do not live on Oahu, they must provide the name of an on-island contact. If the unit is used as a rental, contact information for the rental agent is also required as stated in #3 below.
2. Owners and any other occupant of a unit should immediately contact the respective governmental agency in the event of an emergency (e.g., the police, the fire department, or an ambulance service by calling 911). The staff of the Association are not trained to respond to such emergencies.
3. All off-island owners are mandated by Hawaii Revised Statutes 521-43(f) to appoint a representative or agent on Oahu to represent them in their absence. Each owner shall furnish the Resident Manager with the name, address, and telephone number of any designated agent.
4. Vehicles must be registered with the Resident Manager who will issue parking permits upon being presented with current registration, safety check and insurance. No vehicles will be allowed on property without current registration, safety check and insurance.
5. If an owner lives off-island and keeps a vehicle on the property, the Resident Manager should be advised as to the name of a person on island who has the keys to the vehicle should it be necessary to move the vehicle. The Resident Manager will not keep keys to vehicles.
6. Pets MUST be registered with the Resident Manager. see APPENDIX I FOR PET RULES. Small (22 pounds or less) or medium (57 pounds or less) dogs are permitted. Owners must be able to carry them up and down stairs to their unit.

SECTION 3 - GENERAL INFORMATION

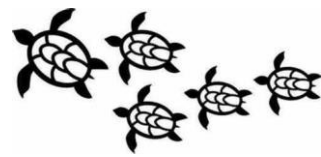
1. Occupants will refrain from making any noise that is audible outside one's own condominium after 10:00 p.m. and before 8:00 a.m.
2. Pool hours are from 8:00 a.m. to 10:00 p.m. daily. Requests to reserve the BBQ in the pool area for an organized function must be submitted to the Resident Manager at least (2) days prior to the event. Group functions are limited to fifteen (15) people. Only owners or tenants will be permitted to reserve the area and will be required to clean the area after use,
3. Requests to host organized functions at the Pavilion must be submitted to the Resident Manager at least (2) days prior to the event and include a deposit of \$100. Group functions are limited to sixty (60) people. Only owners or tenants will be permitted to reserve the area and will be required to clean the area after use.
4. Hours for use of the tennis courts are 8:00a.m. to 8:00p.m.
5. Work hours for owners or any person acting on behalf of an owner undertaking maintenance, construction, and repairs are between 8:00 a.m. and 5:00 p.m., Monday through Friday.
6. Work is not permitted on weekends, holidays, or blackout dates except for emergencies, unless prior arrangements have been made with the Resident Manager. Blackout dates are the Wednesday before Thanksgiving through the Sunday following Thanksgiving and from December 24 through January 2.



7. Any work will require the prior written approval of the Board and, if the work could be considered material under the law, the approval of other owners.
8. Owners shall familiarize themselves with the provisions of applicable law and the governing documents that relate to such work before commencement of the work.
9. Rental units must be operated in accordance with Hawaii State Law and Local Ordinances. One active rental contract per unit at any given time is allowed. During the rental period, the assigned parking space is designated for the use of the renter(s). Owners may occupy their unit and rent a room within the unit to another party.
10. Owners shall post the House Rules, General Excise License, and Transient Accommodations Tax Certificate of Registration inside the unit being rented.
11. Electronic key fobs are available to Owners and tenants from the Resident Manager at a fee of \$50.00 per fob, The Resident Manager and security can be reached at 293-9974. For hours, see office posting.
12. Vacation renters must call their rental agent to gain entry to KEE if they do not have a fob or key card. A gate call fee of \$50 will be charged to the owner of the rental unit if it is necessary for the Resident Manager or Security Guard to grant entry.

SECTION 4 - CONSTRUCTION REPAIRS, ALTERATIONS AND LANDSCAPING

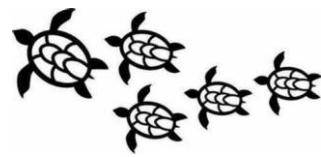
1. Owners are responsible for obtaining prior written approvals for any construction at Kuilima Estates East. The Board has prepared the attached GUIDELINES FOR CONSTRUCTION, REMODELING & MAINTENANCE to assist owners to obtain Board approval. Interior maintenance work (including painting and carpet cleaning) involving the entry into Kuilima Estates East premises of workmen, equipment, and/or supplies does not require Board approval; however, the owner is responsible to obtain any requisite permits and any vendors, contractors or other persons entering the KEE property for this purpose must be licensed as required by law and must provide evidence of adequate insurance to protect the Association. Plans for construction or additions must be submitted to the Resident Manager and be on file.
2. Owners may not make any additions or changes to common area landscaping. Suggestions or requests regarding landscaping shall be made to the Building and Grounds Committee. After review, this Committee may present the request to the Board of Directors for approval.
3. After prior written Board approval of any project, notice and evidence of permits, licenses and insurance must be given to the Resident Manager at least 24 hours before the start of construction or repairs.
4. Work hours for construction or repairs are between 8 a.m. and 5 p.m. Mondays through Friday. No weekend or holiday work will be allowed except in cases of emergency.
5. No building materials or residue of any kind from construction work shall be left in common areas or disposed of in the Association's trash receptacles. Arrangements to promptly remove rubbish from the construction site must be made by the owner.
6. Any mess arising from work in a condominium affecting common areas must be cleaned up before the cessation of work on the day in which it occurs. Any damage to the common elements must be promptly reported to the Resident Manager and promptly repaired as instructed.



7. Owners shall be responsible for all costs incurred for cleanup and repairs to common areas that result from their construction project.
8. Owners having work done while they are not present must designate someone to be responsible for overseeing the work and notify the Resident Manager prior to the start of work of the name, phone number, and address of the person to whom responsibility has been designated. Such person must be licensed as required by law and must provide evidence of adequate insurance to protect the Association.

SECTION 5 - APPEARANCE AND USE OF COMMON AREAS

1. No change may be made to any common area without prior specific written approval of the Board and other owners as may be required by the provisions in the governing documents and the Condominium Property Act..
2. No sign, symbol, advertisement, art, or lettering may be attached to the outside walls of any building, including entryways, windows, doors or lanais, or any other place where the sign will be visible without the written approval of the Board.
3. Owners who install other than white draperies shall line them in white for a uniform exterior appearance.
4. No towels, rugs, clothing, or similar items shall be hung on railings.
5. Clotheslines are permitted on the back lanai only.
6. No permanent fixed storage is allowed in the front entries.
7. Lanais shall be kept neat and orderly.
8. Damage to any portion of the common elements due to homeowner's or tenant's negligence and/or untidiness will be repaired at the homeowner's expense.
9. No condominium owner or occupant shall place, store, or maintain in the halls, lobbies, stairways, grounds, or other common areas of similar nature any furniture, rugs or mats, packages or objects of any kind or otherwise obstruct transit through such common areas.
10. Requests for exceptions to Items #2 or #9 above may be submitted to the Board in writing.
- I I. Potted plants and flowers must have drip pans (no plastic nursery pots permitted). Plants and flowers cannot be placed or hung-on stairs or railings.
12. Stairs and common entryways must be always kept clean and clear.
13. No loitering shall be permitted on stairways, walkways, or the trash areas.
14. KEE registered bicycles and tricycles in working condition must be stored inside the condominium unit, on the back lanai or the designated storage areas in the trash buildings.
15. Owners may install tile or other material in their entryway on second floor units only upon prior written approval of the Board. All costs related to installation and maintenance of such tile or other material shall be the responsibility of the unit owner. If any maintenance of the common elements requires the removal of said tile or any other finished surfaces of the units, all costs related to the removal and/or replacement shall be the responsibility of the condominium owner.

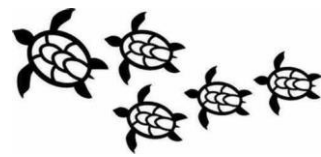


Upon sale of a unit with a tile entry, the seller/owner is responsible for the return of the entryway to its original finish if the buyer/new owner does not accept the tiled entry.

16. A torn screen shall be repaired or replaced no later than 15 days after the tear occurred.
17. No awnings, screen window guards, shades, shutters, air-conditioning units, or other projections shall be attached to the outside wall of the building or to the exterior of a door or on the lanais, without prior written approval of the Board of Directors and other owners as may be required.
18. No alterations, installations or changes of any nature shall be made to the exterior surface of the building. Common examples of such items include key lock boxes, security cameras, shelves, storage hangers and hooks. Air conditioning units or other equipment shall not extend through the walls, windows, or roof of buildings. Such units must be flush mount with exterior paint to match the existing color of the building.
19. Antennas and Satellite dishes are covered by the Exterior Attachment Policy and will be permitted only as described in that Policy.

SECTION 6 - PARKING, PARKING LOT, AND ENTRY GATES

1. The Resident Manager, as directed by the Board of Directors, shall administer parking rules.
2. One parking space is assigned to each condominium unit for its exclusive use.
3. Each occupant's vehicles must be identified by a window sticker issued by the Resident Manager.
4. Only authorized vehicles with current license plates, safety inspection certificates, insurance and registration are permitted on the premise.
5. Visitor parking spaces are for short-term guests who display a parking pass on the dashboard obtained from the Resident Manager, Security, or the owner's agent.
6. Mobile homes and utility/maintenance type vehicles over one ton in size shall not be regularly parked or stored on the premises. Boats, trailers, and campers are not permitted on the premises at any time.
7. The owner shall maintain unit assigned parking stalls so that they have a neat and clean appearance. Owners are responsible for any grease build-up, oil, gas, or foreign substance in their respective parking stalls. Spills, stains, or foreign substances must be cleaned up as soon as possible. At no time will any substance including without limitation hazardous wastes shall be poured or washed down the storm drains.
8. If no remedial action is taken within (5) days after notification to the Owner from the Resident Manager that any nuisance is unsightly or damaging to the parking stall pavement, the Manager will have the parking stall cleaned and a cleaning charge will be levied against the owner.
9. Any vehicle parked in a guest stall longer than 72 hours **must be moved to a different stall**, or the vehicle will be subjected to towing by the Association at the vehicle owner's expense



10. Vehicles parked in designated "No Parking" zones, along the roadways inside the property or in any other area that obstructs the flow of traffic will be towed at vehicle owner's expense.
11. Loading/Unloading Zone Curbs are marked with yellow paint. Use of these zones is limited to 20 minutes for residents and deliveries. Residents should ensure that access to mailboxes by the US Postal Service is not impeded.
12. Towing from assigned unit stalls is under the control of the unit owner or resident, and may be accomplished by the Resident Manager when provided with an indemnification agreement by the unit owner or resident.
13. The person(s) responsible for damage to entry gates and equipment will be held responsible for the cost of repair or replacement. If the owner is the person responsible for the damage, a fine may also be imposed. If a long or short-term renter is responsible for the damage, the owner of the rented unit shall be responsible for the cost of repair or replacement.
14. There shall be no automotive repairs or vehicle maintenance performed on the KEE property except for fluid refills or tire changes. Spills, stains, or other foreign substances must be cleaned up as soon as possible. In an emergency Residents may seek approval from the Resident Manager before doing any work on their vehicles on the KEE property.
15. Car wash is for exclusive use of Residents and registered guests. Vehicles shall only be washed in the designated car wash area. This is at the bend of Lalo Kulima Way near Building #2.

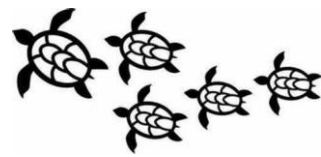
SECTION 7 - NOISE AND QUIET HOURS

No unpleasant, offensive, or annoying activity, noise or nuisance which may infringe on the rights, comfort, or convenience of others shall be allowed or permitted within the condominium unit or on the common elements. All occupants shall avoid making loud noises or disturbances, or using musical instruments, radios, televisions, and amplifiers in such a manner as to disturb others. **This rule shall always apply.**

During night and early morning hours from **10:00 p.m. to 8:00 a.m.** daily residents shall not allow any noise that is audible outside one's own condominium unit and shall use all reasonable steps to avoid any noise whatsoever on the common elements.

SECTION 8 - HAZARDS

1. No activity shall be engaged in, and no substance introduced into or manufactured within any condominium unit or on the common elements which might result in a violation of the law, in the cancellation of the Association's insurance, an insurance rate increase, or interfere with the rights of other residents.
2. It is strongly recommended that persons under the age of fourteen (14) or non-swimmers of any age do not use the pool alone. They should be accompanied by a responsible person who can assist and render aid should they experience a problem.
3. No recreational activities or loitering shall be permitted in parking areas or roads.
4. Climbing or sitting on lanai railings is prohibited.



5. The use of charcoal or gas or electric grills, hibachis or similar equipment is not allowed anywhere within Kuilima Estates East. Charcoal grills are available for use in pool areas.
6. No highly flammable liquids or explosive substances including but not restricted to, gasoline (except in vehicle gas tanks), kerosene, naphtha, benzene, charcoal starter fluid, fireworks, or other explosives deemed hazardous to life, limb, or property shall be brought onto the premises or kept in any condominium. Fireworks are always prohibited on the premises.
7. The use of open flame devices, i.e., gas or fluid lanterns, camp stoves or heaters is prohibited on the KEE property or within any individual KEE unit.

SECTION 9 - USE AND OCCUPANCY OF CONDOMINIUMS

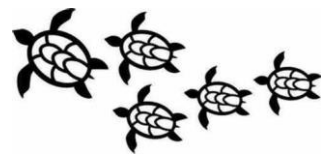
1. All condominiums shall be used for residential purposes only. No trade or business of any kind may be conducted in or from any apartment or any of the properties except that an owner or occupant residing in an apartment may conduct such business activity within the apartment so long as: (a) the existence or operation of the business activity is not apparent or detectable by sight, sound, or smell from the exterior of the apartment; (b) the business activity conforms to all zoning requirements for the property; (c) the business activity does not involve persons coming onto the condominium property who do not reside in the condominium; (d) the business activity does not increase the liability or casualty insurance obligation or premium of the Association; and (e) the business activity is consistent with the residential character of the Association and does not constitute a nuisance or hazardous or offensive use, as may be determined in the sole discretion of the Board of Directors.

The terms "business" and "trade," as used in this provision, shall be construed to have their ordinary generally accepted meaning and shall include, without limitation, any occupation, work, or activity undertaken on an ongoing basis which involve the provision of goods or services to persons other than the provider's family and for which the provider receives a fee, compensation, or other form of consideration, regardless of whether (i) such activity is engaged in full or part-time; (ii) such activity is intended to or does generate a profit; and (iii) a license is required therefore. The long or short-term rental of a unit by an owner is not prohibited under this rule.

2. All common elements shall be used only for their respective purposes as designed.
3. Every owner and occupant shall always keep his condominium unit in a clean and sanitary condition, and shall observe and perform all laws, ordinances, rules, regulations now or hereafter made by any governmental authority and all provisions of the Declaration, Bylaws, Rules, Regulations, agreements, decisions and determinations duly made by the Association or the Board applicable to the KEE Property or the Unit or the use thereof.

SECTION 10 - PETS

Residents are allowed to own pets providing that they register their pets and comply with all pet rules and conditions as set forth in APPENDIX 1. Visitors to the property are not allowed to bring pets with them. Short term renters can bring a pet but are also subject to all pet rules including the registration requirement.



SECTION 11 - RECREATION/BEHAVIOR

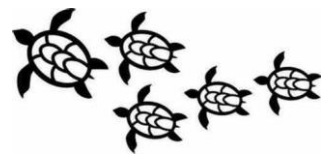
1. Owners are legally responsible for the conduct of their tenants and for any other occupant (including without limitation tenants, their guests and family members) while on the KEE property. They are also responsible should a family member or guest be injured while using the common areas in an unsafe manner or in violation of these House Rules.
2. Use of skateboards, rollerblades, roller skates or scooters is not permitted anywhere on the premises.
3. Use of drones, remote (radio controlled) toys, electric or motorized scooters is not permitted anywhere on the premises.
4. Use of bicycles is allowed only on paved roads and parking areas and only when exiting or entering the property. Bicycles may not be ridden on sidewalks, grass, or landscaped areas.
5. Football, baseball, basketball, and other games are prohibited from being played in the parking areas and on the lawns.
6. Residents are prohibited from using or operating motor vehicles, motorcycles, bicycles, or tricycles in an unsafe manner that may cause property damage or personal injury. Any damage incurred will be repaired at the responsible owner's expense.
7. There shall be no tree climbing.

SECTION 12 - TENNIS AND PICKLEBALL COURTS

1. Tennis and Pickleball courts will be open from 8:00 a.m. to 8:00 p.m. and are to be used for tennis and pickleball only.
2. Player sign-up is required. Upon completing the first sign-up, the player may sign up for an additional hour if the court is available.
3. Court reservations must be made by residents only and guests must be always accompanied by the resident.
4. Appropriate court footwear that does not leave marks must be always worn on the court.
5. Only the Resident Manager may schedule Tournaments.

SECTION 13 - POOL AND BBQ AREAS

1. No lifeguard will be on duty and the use of the pools will be at the risk of the users.
2. Pools will be open from 8:00 a.m. to 10:00 p.m.
3. The maximum capacity in the pool area is twenty-five persons.
4. No smoking in the pool area.
5. No alcoholic beverages are allowed in the pool area.
6. No pets are allowed in the pool area.



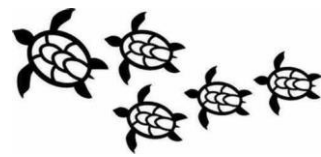
7. All owners, residents, and guests must abide by all established and posted rules. Persons violating pool rules will be required to leave the pool area for the remainder of the current day.
8. Glass and breakable containers are prohibited in pool areas.
9. Persons under the age of fourteen (14), or non-swimmers of any age should not swim in the pools alone. They should be accompanied by a responsible person who can assist and render aid should they experience a problem,
10. The pools and pool areas are for the exclusive use of the Owners and Residents of Kuilima Estates East. Owners and Residents may host guests but must be present in the pool area with their guest(s).
11. Owners are responsible for any damage or cleanup resulting from their use of the pool; or the use of the pool by their tenants or guests as set forth in section one of these House Rules.
12. The pool may not be reserved for exclusive use. The pool BBQ may be reserved for exclusive use with prior approval from the Resident Manager.
13. Requests for use of the BBQ by a group must be submitted to the Resident Manager prior to the event with a \$100.00 refundable security/cleaning deposit. It will be returned if the area used is left in the same condition as it was found. Otherwise, it will be forfeited as determined by the resident manager.

SECTION 14 - CLUB HOUSE/PAVILLION

1. Private functions at the Club House are limited to thirty (30) persons. Board may approve larger gatherings.
2. At least (2) days advance notice of the function must be given to the Resident Manager with a \$100.00 refundable security/cleaning deposit. Reservations shall be based on a “first come, first served” basis. Set up, clean up, breakdown and proper storage of equipment is the responsibility of the owner and/or tenant making the reservation.
3. Noise rules and "Quiet Hours" 10:00 p.m. to 8:00 a.m. must be adhered to by the party group.
- 5, Removal and disposal of trash from the Club House and surrounding area is the responsibility of the owner and/or tenant making the reservation.
6. A refundable \$100.00 security/cleaning deposit will be required to reserve the clubhouse. It will be returned if the area used is left in the same condition as it was found. Otherwise, it will be forfeited as determined by the resident manager.
7. If liquor is to be the function, a Liquor Indemnification Statement (APPENDIX 2) must be signed by the function organizer.

SECTION 15 - REFUSE

1. All refuse must be wrapped in plastic trash bags and drip free before being placed in the dumpster.
2. All boxes must be broken down and folded before being placed in the dumpster.



3. Pet trash (sand, litter paper, etc.) must be securely wrapped with extra care and taken to the dumpster in the trash collection area.
4. HI-5 rated aluminum cans, glass and plastic beverage containers can be recycled in marked bins in the trash collection areas. Remove plastic caps and dispose of them in the trash.
5. Metal objects such as car parts, appliances, etc., are not to be placed in the dumpsters. These items must be removed from the KEE property by the owner, occupant, or owner's agent.
6. Large objects such as furniture, mattresses, and bicycles not to be placed in the dumpsters and in accordance with applicable laws and ordinances and must be removed from the KEE property as set forth in #5 above.
7. If dumpsters are full, wait until the dumpsters are empty to dispose of ordinary refuse/trash/rubbish.
8. Construction debris must be disposed of by the owner or contractor of the unit promptly at appropriate refuse collection site.

SECTION 16 - FAIR HOUSING ACT

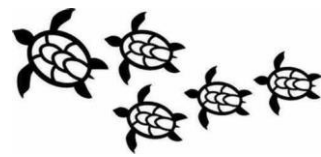
None of the provisions of the KEE Property documents are intended to be in contravention of the State or Federal Fair Housing Act. The Board will comply with the provisions of applicable law when acting upon requests of handicapped or persons as defined by those Acts to make reasonable modifications, at their cost, to apartments and/or to the common elements of the Project if the proposed modifications are necessary for their full enjoyment of the KEE Property.

SECTION 17 - VIOLATION OF HOUSE RULES

1. When in violation of the House Rules by any owner, or the condominium owner's guests, tenants, employees, or contractors; the owner shall be responsible for all damages and/or fines levied for such infractions.
2. The violation of any House Rules or the breach of any provision of the Declaration or the By-Laws shall give the Board the right, in addition to any other rights set forth in the House Rules and By-Laws, to enjoin, abate, or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any such breach, and all costs thereof, including attorney's fees, shall be borne by the owner who is responsible.
3. The Board will enforce all corrective actions regarding violations of the House Rules and By-Laws, or damages to common areas. The Board may delegate enforcement authority to the Resident Manager from time to time. Violations should be reported promptly to the Resident Manager.
4. Damages to common elements shall be surveyed by the Board and the Resident Manager and the cost of repair or replacement and any legal fees or other expert fees (for example, engineering fees or architectural fees) incurred may be assessed by the Board against the owner.

SECTION 18 - CONFORMANCE TO HOUSE RULES

1. All persons residing, visiting, or working at KEE are required to comply with the Declaration, By-Laws, and Kuilima Estates East House Rules.
2. Owners are responsible for knowing the House Rules and ensuring their tenants/guests comply with these rules.



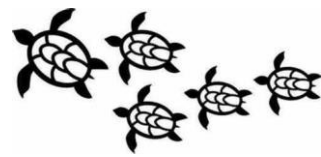
3. Owners and/or Residents are responsible for the conduct and compliance to house rules by their guests or workers while on KEE property.
4. All persons residing, visiting, or working on the KEE property must take immediate action to correct any violation of KEE House Rules upon notification by the Board of Directors, the Resident Manager, or their authorized agent.
5. Owners are responsible for the conduct of their tenants/guests when they repeatedly fail to comply with house rules or take corrective actions to rules violations. In such cases, owners will be assessed citations with fines as set forth in the Enforcement and Penalties Sections of this document.
6. Upon request of the Board of Directors, Resident Manager or their authorized agent, owners must take action to remove the tenant violator from the premises without compensation for lost rental income or any other damages resulting from the tenant's behaviors.

SECTION 19 - ENFORCEMENT

The Board shall have available all remedies of the Association including, but not limited to, fining, and filing suit as may be necessary or appropriate under the circumstances. Fining is not an exclusive remedy,

SECTION 20 - PENALTIES

1. Violations of the Declaration, By-Laws, House Rules that detract from the uniform external appearance of the KEE Property or interfere with the operation of the Association or the project. First citation: Verbal and written warning of violation delivered by security or RM to the occupants of the condominium in violation with reasonable time period specified for corrective action. Second citation: Verbal and written fine of \$50 for second violation of the same house rule. Third and subsequent citations: Verbal and written fine of double previous fine for the same rule violation.
2. Violations of the Declaration, By-Laws, House Rules which interfere with the quiet enjoyment of the KEE Property by other residents. First citation: Verbal and written warning of violation delivered by security or RM to the occupants of the condo in violation with immediate corrective action required. Second citation: Verbal and written fine of \$50 for second violation of the same house rule. Third and subsequent citations: Verbal and written fine of double previous fine for the same rule violation.
3. Violation of the Declaration, By-Laws, or House Rules that constitute a threat to the health, sanitation, or personal safety of KEE employees and/or other residents or that involve damage to the common elements. First citation: Verbal and written warning of violation delivered by security or RM to the occupants of the condo in violation with immediate corrective action required. Second citation - Verbal and fine of \$100 for second violation of the same house rule. Third and subsequent citations - Verbal and written fine of double previous fine for the same rule violation.
4. All fines shall be added to the monthly maintenance fee billing statement with credit being applied to the owner's account in the following priority: First, Maintenance Fee; Second, Fines due or outstanding; Third, Late Fees due or outstanding.
5. The Resident Manager will deliver the original copy of the citation to the Property Manager, a duplicate copy to the resident offender and/or owner and retain the final copy in the Resident Managers file. Owners who are assessed a fine or other penalty may appeal the fine in written form to the Board of Directors. The decision of the Board shall be final.



APPENDIX 1

KUILIMA ESTATES EAST PET REGISTRATION FORM

Date: _____

Unit # _____ Owner's Name _____

Contact Phone # _____

Pet #1 Information:

Type of Pet (Dog, Cat, Bird, etc.) _____

For Dogs or Cats:

Pet Name: _____

Breed _____ Male/Female _____ Age: _____ Weight: _____

Color: _____ Spayed/Neutered: _____ License# _____

Vaccinations Validated _____ Liability Insurance Validated _____

Pet #2 Information:

Type of Pet (Dog, Cat, Bird, etc.) _____

For Dogs or Cats:

Pet Name: _____

Breed _____ Male/Female _____ Age: _____ Weight: _____

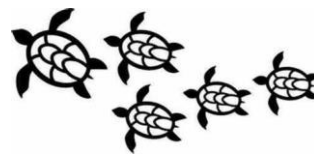
Color: _____ Spayed/Neutered: _____

Vaccinations Validated _____ Liability Insurance Validated _____

I have read and agree to abide by the Pet House Rules for Kuilima Estates East as stated in writing on the reverse side of this registration form.

Signature _____ Date _____

Pet House Rules on Back



PET HOUSE RULES

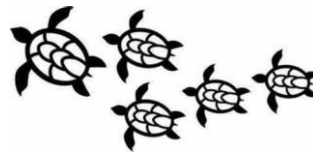
Note: Any pet found continuously causing a nuisance or unreasonable disturbance with multiple written warnings can be permanently removed upon notice given by the Board of Directors or Managing Agent.

1. Pets must be registered with the Resident Manager.
2. Pets must be confined to the pet owner's unit.
3. Pets shall not be kept, bred, or used for any commercial purpose.
4. Small or Medium weight dogs and cats, and small birds may be kept by owners and occupants in their respective condominium unit. No other animals may be kept as pets.
5. Small birds are no more than 8 inches in length. Small pets weigh 35 pounds or less; medium weigh 60 pound or less. Owners may have one medium or two small pets each. Pets must be small enough to be carried up and down stairways by their owners.
6. Pets must be sprayed or neutered in the first year of their birth. Written proof of is required.
7. Pets must not be allowed to roam free and may not be tied unattended in any common area. Pets must be always restrained by leash while in common areas.
8. Persons who walk pets are responsible for immediately cleaning up after their animals and discarding securely bagged pet droppings in trash receptacles.
9. Feeding, caring for, or otherwise aiding stray animals is prohibited. Injured or stray animals shall be reported to the Hawaiian Human Society for pick up. Humane traps will be used to catch stray animals.
10. Pet owners are responsible for any damage to the common elements caused by their pets.
11. Pets are not allowed in the tennis courts or pools.
12. Dogs and Cats must be vaccinated as required by Hawaii State Law.
13. No pet shall be allowed to become a nuisance or create any unreasonable disturbance. Examples of nuisance behavior for the purposes of this paragraph are:
 - a. Personal injury or property damage caused by unruly behavior.
 - b. Pets that make noise continuously and/or incessantly for a period of 10 minutes or intermittently for ¹/₂ hour or more to the disturbance of any person at any time of day or night.
 - c. Pets in conman areas that are not under the complete control of a responsible human companion, and on a short, hand-held leash.
 - d. Pets that relieve themselves in the same common area causing damage to plants or shrubs.
 - e. Pets who exhibit aggressive or vicious behavior.
 - f. Pets that are conspicuously unclean or parasite infested.
 - g. Pet odors from an owner's unit that are offensive to neighbors and those in the surrounding common area.
14. Pet owners must maintain personal liability insurance-in the amount \$300,000 to protect themselves should the occupant's pet(s) hurt any person. Pet owners shall indemnify Kuilima Estates East, its officers and employees and hold them harmless against all loss or liability arising from their pet.

Notwithstanding anything provided herein to the contrary, visually impaired persons may have guide dogs, as defined in Chapter 515, Hawaii Revised Statutes, hearing impaired persons may have signal dogs, as defined in Chapter 515, Hawaii Revised Statutes and physically impaired persons may have service animals as defined in Chapter 5 5, Hawaii Revised Statues, on the premises and may use such dogs/animals as reasonably necessary for enjoyment of the KEE Property.

ENFORCEMENT

Violation of Pet House Rules may result in either or all the following. A Monetary Fine. An Order to remove pet from the property. An Assessment to Recover Cost of Damage. Legal Action as made appropriate by circumstances. As set forth in Conformance to House Rules, Item #5, Owners are responsible for the actions of their tenants/guests when they fail to follow House Rules which include the Pet House Rules.



APPENDIX 2

LIQUOR INDEMNIFICATION STATEMENT

Liquor is prohibited at all functions on the common elements unless the Owner who is sponsoring the function signs below and satisfies each of the following conditions:

1. The Owner shall indicate on the Request Form his or her intention to serve liquor at the event. As used herein, "liquor" includes alcohol, brandy, whiskey, rum, gin, okolehao, sake, beer, ale, porter, and wine; and also includes, in addition to the foregoing, any spirituous, vinous, malt or fermented liquor, liquids, and compounds, whether medicated, proprietary, patented, or not, in whatever form and of whatever constituency and by whatever name called, containing one-half of one per cent or more of alcohol by volume, which are fit for use or may be used or readily converted for use for beverage purposes.

2. No fewer than thirty-five (35) days prior to the event, the Owner shall provide the Resident Manager with an insurance policy or certificate of insurance, acceptable to the Association, evidencing that the Owner has purchased liquor liability insurance coverage for the event and said policy shall name the Association as an additional insured. The insurance policy (or the certificate of insurance evidencing such insurance policy) shall provide that such policy may neither be canceled nor the coverage there under reduced (whether or not requested by the Owner) except upon thirty (30) days prior written notice to the Association of such cancellation or reduction, sent to the Association by certified or registered mail, postage prepaid. The words "endeavor to" and "failure to mail such notice shall impose no obligation for liability..." are unacceptable. These two phrases must be stricken.

3. The Owner shall provide written assurances that he/she will take all necessary and appropriate steps to comply with state and/or county liquor laws and shall prevent service of liquor to persons under the influence of liquor and/or any service or consumption of liquor by minors, i.e., persons below the age of 21, at the event.

4. The Owner and/or resident or residents of Apartment No. _____ (the "Apartment") of the Kuilima Estates East condominium project hereby requests that the Association of Apartment Owners of Owner allow Owner to serve liquor at a function to be held on the common elements of the Project. In consideration of the Association's agreement, Owner hereby releases and forever discharges the Association, its Board of Directors, individual directors, officers, employees, representatives, agents, attorneys, members, and assigns of and from any and all disputes, claims, demands, actions, causes of action, claims for relief, liabilities, costs, expenses, fees, attorneys' fees, injuries, losses, and damages related, in any manner whatsoever, to the function, the service of liquor at the function or the use of the common elements for the function. Further, in consideration of the Association's agreement to retain said key, Owner hereby agrees to indemnify, defend, and hold harmless the Association, its Board of Directors, individual directors, officers, employees, representatives, agents, members, attorneys, and assigns from and against any and all disputes, claims, demands, actions, causes of action, claims for relief, liabilities, costs, expenses, fees, attorneys' fees, injuries, losses, and damages related to, in any manner whatsoever, to the function, the service of liquor at the function or the use of the common elements for the function.

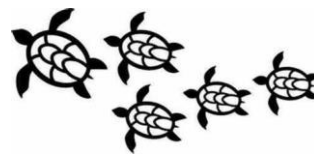
OWNER :

DATE:

FOR AOA O KUILIMA ESTATES EAST:

DATE:

Amended and approved July 10, 2008 by KEE board.



APPENDIX 3

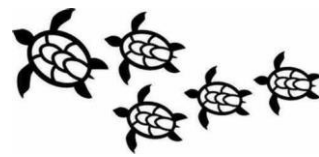
KUILIMA ESTATES EAST EXTERIOR ATTACHMENT POLICY

This policy is intended to comply with Section 207 of the federal Telecommunications Act of 1996 which allows for the installation of a Satellite Dish or Antenna in privately owned property. The Kuilima Estates East Homeowners Association seeks to allow options for installation while maintaining the beautiful setting and uniform appearance that is characteristic of the Kuilima Estates East. The Association also seeks to ensure all installations are done in a manner that complies with all building and safety codes: is fully insured and warranted; with work completed by licensed and experienced contractors. The policy is also intended to ensure that owners understand and comply with the requirements to maintain, repair, and replace their equipment as well as any areas of the common element that may be affected by the equipment they installed.

This policy replaces the Current Antenna Installation Policy Amended on February 11, 2016.

Policy for Exterior Satellite Dish/Antenna Installation

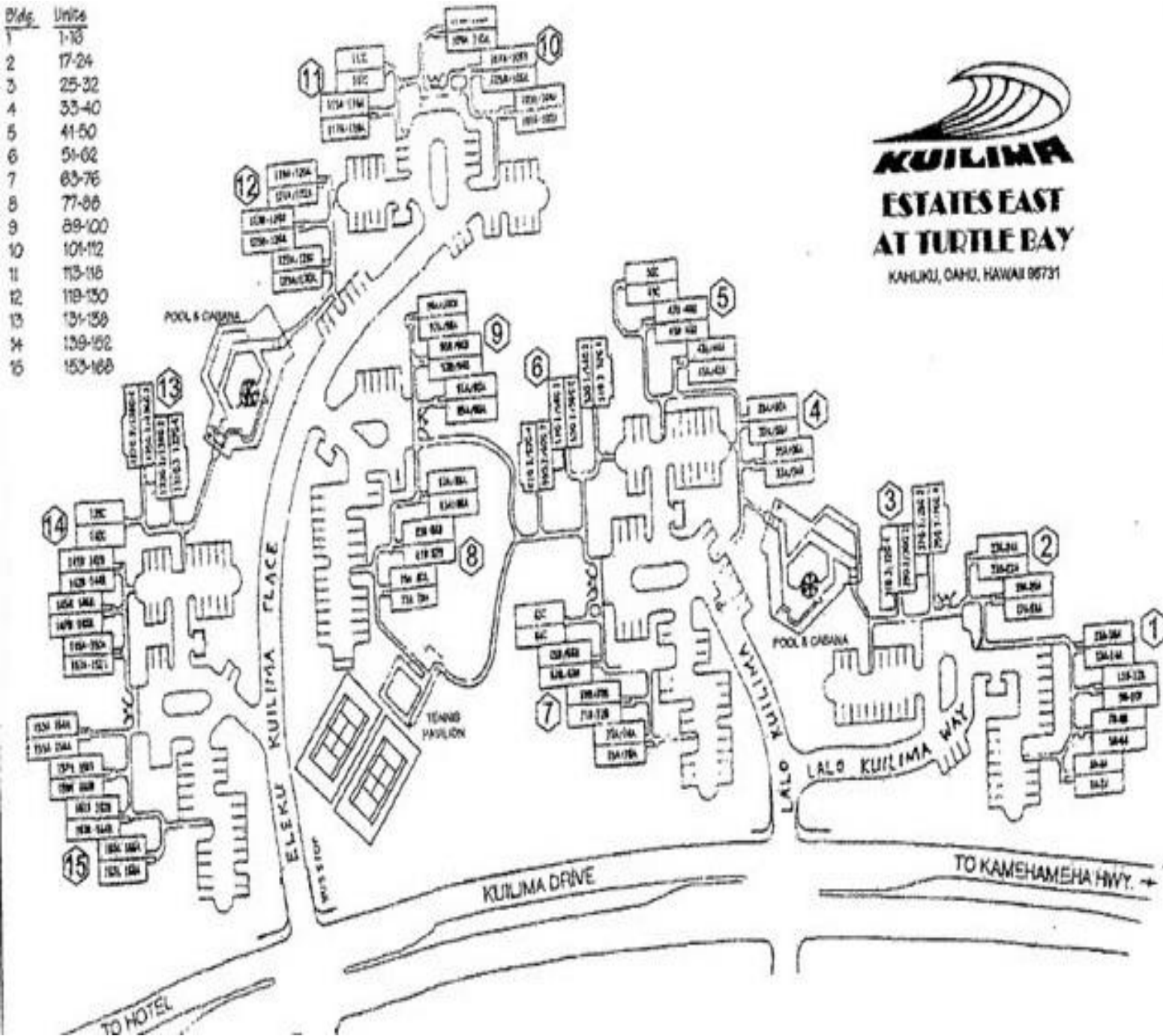
1. Installation of a Satellite Dish or Antenna must follow all guidelines established in the Kuilima Estates East GUIDELINES FOR CONSTRUCTION, REMODELING & MAINTENANCE. These guidelines detail the steps to obtain necessary prior written approval for the project by the Board of Directors.
2. In the application process, the Association will work with the owner and contractor to establish a location for the installation which will provide adequate reception and minimize any negative affects to the uniform appearance of the buildings. The installation of any Dish or Antenna must be within the physical boundaries of the Owner's Exclusive Use Area.
3. For Satellite Dish installations, the maximum diameter of the dish will not exceed thirty-nine (39) inches. Antennas will not exceed thirty-nine (39) inches in diagonal length.
4. Dish or Antennas may not be installed in a Common Area. Installations may not pierce the roofing material or common area walls. The wiring required for the system will be installed in as inconspicuous a manner as possible, blending in with the colors of the unit. The Owner/Applicant is responsible for all costs associated with the acquisition, installation and maintenance of the Dish or Antenna as well as the cost of any maintenance or repairs to the common elements caused by the installed equipment.
5. If any equipment must be removed to allow for maintenance or repairs, the total cost of removal and replacement shall be the responsibility of the owner.



APPENDIX 4

KUILIMA ESTATES EAST MAP

| Blk. | Units |
|------|---------|
| 1 | 1-18 |
| 2 | 17-24 |
| 3 | 25-32 |
| 4 | 33-40 |
| 5 | 41-50 |
| 6 | 51-62 |
| 7 | 63-76 |
| 8 | 77-88 |
| 9 | 89-100 |
| 10 | 101-112 |
| 11 | 113-118 |
| 12 | 119-130 |
| 13 | 131-138 |
| 14 | 139-152 |
| 15 | 153-168 |



KUILIMA ESTATES EAST
Guidelines for Construction, Remodeling and Maintenance

GUIDELINES FOR CONSTRUCTION, REMODELING & MAINTENANCE

Kuilima Estates East is now over thirty-two years old and it is both inevitable and desirable that owners accomplish major renovations in their apartments. The Board of Directors has established an Architectural Standards Committee and it has approved the following guidelines to make remodeling easier on everyone. We should all realize that improving a condominium is as difficult on neighbors as it is on the owners doing the work.

GENERAL REQUIREMENTS

The owner performing work is solely responsible for any damages caused by the owner, or the owner's consultants, contractors, subcontractors, and workers while working on the KEE Property. The owner indemnifies Kuilima Estate East and all persons claiming under it, including the Board of Directors, the Resident Manager, the Managing Agent, the staff, and other owners, as to all cost, damage or liability arising as a consequence of the work being done at the KEE Property. The owner also recognizes that no approval of the KEE Property by the Building Committee, the Board, the Resident Manager, the Managing Agent, a technical consultant or anyone else acting on behalf of Kuilima Estates East is to be regarded as a representation or assurance by Kuilima Estates East or any person acting on its behalf as to the adequacy, suitability, legality or effectiveness of the plan approved, nor shall it in any way result in shifting or lessening the owner's responsibility.

PERMITS & APPROVALS

City & County - All approvals given by the Board of Directors, the Architectural Standards Committee, the Resident Manager, or any other representative of the Kuilima Estates East, are conditional approvals that require the owner to obtain all necessary permits and governmental approvals that may be required. The Building Department requires Building Permits for any electrical or plumbing work and other work costing more than \$1 ,000 unless the work is only floor covering and painting. Building Permits are issued by the Building Department of the City and County of Honolulu. The Building Department is located at 650 South King Street. Applications are not available at Kuilima Estates East. You must go to the Building Department to obtain the application form.

PRIOR WRITTEN APPROVAL BOARD OF DIRECTORS

Owners are responsible for obtaining written approval from the Board of Directors before making electrical changes; installing a washing machine (where there was not one previously); making any structural changes within a condominium; or, making any changes that will be visible from the exterior of the apartment.

Owners may be required to remove, at their expense, any work that is performed without prior written approval from the Board.

No approval is required for painting, wallpaper, replacing carpets, installing new cabinets and fixtures.

Applications for Board of Directors Approval for Construction & Apartment Alterations - Forms for requesting Board approval for renovation work are available from the Resident Manager. The Resident Manager must have a copy of the completed form, approved by the Board, before work begins.

Owners must submit scale drawing plans with a description of proposed work if the work includes any structural changes.

The Board of Directors has authorized the Resident Manager to represent the Board in inspecting all on-going work.

KUILIMA ESTATES EAST
Guidelines for Construction, Remodeling and Maintenance

VENDOR REQUIREMENT TO REGISTER

All vendors, contractors, or trades people must register with the Resident Manager before they start work. Parking, if desired, must be arranged with the Resident Manager, who will designate parking spaces to the extent they are available.

DESIGN STANDARDS

Any proposed architectural element or color that will be visible from outside a condominium must be like ones already prevalent elsewhere in the building in similar locations. Changes that affect any area outside a condominium will be carefully considered before approval is granted. The Board intends to maintain a uniform exterior appearance to the extent that it is reasonably practicable.

Flooring: - If hard surfaces flooring is installed on upstairs unit, an acoustical sound proofing membrane must be used under the tile/hard surface to meet or exceed 50 IIC and STC. The product must be approved by the board prior to start of the construction.

Windows: Window frames must be "bronze" anodized aluminum or vinyl. The panel width, height and style of replacement glass doors or windows must be the same as the overall plan of the building.

Wood: All wood that is used for structural work must be treated with a product recognized as effective in inhibiting termite infestation.

Air Conditioning: Shall be professionally installed so as not to affect the building or unit structural integrity, damage to common area property and most importantly, people entering doorways below air conditioners in loft vent areas above front entry doors.

Approved standard for upstairs units to include the loft vent area above the front entry doors must be "back breather" type — (i.e.) "drip less".

In order to maintain a uniform exterior appearance air conditioners are to be painted a color matching current building. Paint is available upon request at no cost from the maintenance staff.

Air conditioners must be kept in good operating condition as to noise, condensation evaporation, heat output. If condensation occurs, it must be guided away from walls, people and walkways with a devise or hose properly painted to match building colors.

Approved standard for first level units (back and front) is a "non-back-breather" not to exceed the "current built-in" location space in height and width. The unit will not exceed 18 inches out from the building.

Non-conforming air conditioners that have been installed in the past prior to these new standards will be grandfathered in, but if replaced must go to the new standard.

Apartment Doors: The Building Committee must approve the style and color of all apartment doors.

Common Areas: Individual owners may not make changes to common areas without the prior specific written approval of the Board of Directors.

KUILIMA ESTATES EAST
Guidelines for Construction, Remodeling and Maintenance

ENGINEERING & CONSULTANTS

The owner requesting approval for the change must pay all fees and expenses relating to the all engineering and consultants reports that are necessary, in the Board's sole opinion.

Structural: Requests for structural changes must be submitted with plans prepared by a certified structural engineer. The engineer must indicate that the change, if approved, will have no adverse effect on the structural integrity of the building.

Plumbing: Owners are responsible for repair and replacement of the plumbing fixtures within each apartment and the related connections to the building system. This includes apartment owner repair and replacement of shower pans and the toilet fixture sealing wax.

Requests to interrupt water service to other units must be submitted in writing to the Resident Manager at least 48 hours in advance. Water service will be interrupted only during the hours of 9:00 A.M. to 3:00 P.M. during regular weekday workdays (not on weekends and not on holidays).

Electrical: Any electrical additions or renovations must be done by a certified electrical contractor.

LICENSING, INSURANCE AND GENERAL WORK REQUIREMENTS

All contractors and subcontractors performing work on the premises shall, to the extent required by law, be duly licensed during the entire course of their work at the job site.

All contractors shall provide and maintain a minimum of \$1,000,000 Commercial General Liability insurance naming the apartment owner and Kuilima Estates East as additional insured. This insurance shall contain an endorsement such that contractor's insurance is primary and noncontributory with Kuilima Estates East's insurance. Contractor and all subcontractors shall provide Worker's Compensation insurance naming Kuilima Estates East as additional insured and including waiver of subrogation in favor of Kuilima Estates East.

Work hours for maintenance, construction, repairs are between 8:00 A.M. and 5:00 P.M., Monday through Friday, except on holidays. Work is not permitted on weekends and holidays. There will also be no work performed during the periods beginning with the Wednesday before Thanksgiving through the Sunday following Thanksgiving and from December 24 through January 2.

Contractors shall maintain the job site in a clean and safe condition. All common areas shall be kept free from debris and shall not be used to store materials. Contractor shall take all steps appropriate to minimize the disruption of the lives of the residents, guests, and employees of Kuilima Estates East. Contractors shall insure that their employees and those of its subcontractors treat residents, guests, and employees of Kuilima Estates East with courtesy and respect.

No building materials or residue of any kind shall be left in the common areas. Rubbish from construction must be hauled away by the contractor **daily**. Common areas must be cleaned before the cessation of work on the day in which it occurs. Contractors shall not sweep or throw anything from the condominium into a common area.

Contractors shall be responsible for disposing of all materials (including sand, paint, mortar, and cement) off site. Kuilima Estates East refuse containers shall not be used for construction material disposal. The condominium owner shall be responsible for any cost incurred from plugged drains due to construction related materials. Nothing related to the work performed inside a condominium (tools, materials, clothing shoes, etc.) may be left outside the condominium or in the common areas.

KUILIMA ESTATES EAST
Guidelines for Construction, Remodeling and Maintenance

Contractors shall insure that their employees and those of its subcontractors take reasonable steps to minimize noise, including radios. Radios are prohibited in any common areas and the volume of radios shall be maintained so they cannot be heard in other condominiums.

Smoking in the common areas is not allowed.

Contractors shall not, under any circumstances, cause, or permit, in connection with its work, the discharge, emission or release of any hazardous substance and/or waste, pollutant, or other substance in violation of any applicable federal, state and local law, rule or regulation.

ON SITE CONTACT REQUIREMENT

Owners having work done while they are away must designate and “on island” contact to be responsible for overseeing the work in their absence. The owner must notify the Resident Manager of the name, telephone number, and address of the person who is to be in charge.

If our Resident Manager observes a problem, the Resident Manager bring the matter to the attention of the owner, contractor, or owner’s designated contact to minimize the chance that the owner will incur an associated expense and charge.

You may contact the Resident Manager or any member of the Board of Directors for assistance regarding the procedures associated with your construction or remodeling KEE Property. In addition, we would be most happy to receive (in writing) any suggestions you might have for improving our building or making it more enjoyable for those of us who live here.

I AGREE TO THESE GUIDELINES FOR CONSTRUCTION, REMODELING AND MAINTENANCE PROJECTS:

KUILIMA ESTATES EAST

By : Owner Signature (REQUIRED)

Dated:

Authorized Board Member Signature

Dated

KUILIMA ESTATES EAST

APPLICATION FOR APPROVAL OF CONSTRUCTION & APARTMENT ALTERATIONS

Condominium # _____ DATE: _____

General Description of Proposed Work: (Provide plans if building permit is being obtained):

Company/individual Responsible for Performing Work (must be insured):

Name: _____ Phone(s): _____

Address: _____

Contractors Lic.#: _____ Ins. Co. Name: _____ Phone: _____

List of Additional Contractors & Subcontractors (Use Back of Page for More)

1. Name: _____ Address: _____ Phone: _____

2. Name: _____ Address: _____ Phone: _____

3. Name: _____ Address: _____ Phone: _____

ATTACHEMENTS (See Construction Guidelines for Requirements):

| | | |
|------------------------|------------------------------------------|---------------------------------------|
| Building Permit: | <input type="checkbox"/> Copy Attached | <input type="checkbox"/> Not required |
| Electrical Consultant: | <input type="checkbox"/> Letter attached | <input type="checkbox"/> Not required |
| Structural Engineer: | <input type="checkbox"/> Letter attached | <input type="checkbox"/> Not required |
| Plumbing Consultant: | <input type="checkbox"/> Letter attached | <input type="checkbox"/> Not required |

The owner acknowledges that the owner is solely responsible for any damages caused by the owner and the owner's consultants, contractors and workers in the course of the KEE Property. The owner indemnifies Kuilima Estates East and all persons claiming under it, including the Board of Directors, the Resident Manager, the Managing Agent, the staff and other owners, as to all cost, damages or liability arising as a consequence of the KEE Property and the KEE Property work. The owner also acknowledges that approvals given by the Board of Directors, the Resident Manager or anyone acting on behalf of Kuilima Estates East, are not to be regarded as a representation or assurance as to the adequacy, suitability or effectiveness of the plans Or work approved, nor shall the approvals in any way result in shifting or lessening the owner's responsibilities.

Owner's Signature (required)

Date

NOTE: APPROVALS ARE CONTINGENT ON OWNERS OBTAINING ALL NECESSARY PERMITS AND SUPPORTING DOCUMENTS FROM CONSULTANTS PURSUANT TO CONSTRUCTION GUIDELINES.

APPROVED • Kuilima Estates East

By: Marlene Almadova, Resident Manager

Date

Authorized Board Member Signature

Date