

ASSOCIATION OF APARTMENT OWNERS OF PONO KAI

RULES AND REGULATIONS

The following Rules and Regulations have been established by your Board of Directors pursuant to that certain Declaration of Conditions, Covenants and Restrictions (“Declaration”) for Owners of the Association of Apartment Owners of Pono Kai at the Pono Kai Resort and were adopted by your Board of Directors as amended on March 11, 1994 and supersede any previously distributed Rules and Regulations. These Rules and Regulations supplement and compliment the Declaration and Bylaws and do not change your obligations as an Owner under either the Declaration or other Governing Instruments. The Board of Directors shall have the sole and exclusive authority to amend these Rules and Regulations. Failure to comply with the Rules and Regulations may result in the suspension of your rights and privileges as an Owner.

GENERAL RULES

1.1 OCCUPANCY RESTRICTIONS

Unit: You and/or your guest may be denied access to common areas if upon arrival you are delinquent in any amounts owed to the Association, or if your use rights have been suspended by your Board of Directors.

Limit: The maximum allowable occupancy for a one-bedroom unit is four (4) persons, for a one-bedroom with loft unit is six (6) persons, for a two-bedroom unit is six (6) persons, and for a two-bedroom with loft unit is eight (8) persons.

1.2 DAMAGES AND LOSSES:

A copy of the manufacturer’s instructions for the operation of major appliances will be placed in each unit. Appliances must be used in accordance with these instructions or the Association will bill you for damages with may result, and which amount will be a lien against your unit.

1.3 PROJECT PERSONNEL:

Personnel for The Pono Kai Resort including front desk, housekeeping and maintenance staffs, are employees of the Management Company and are under the sole direction of the Resort General Manager. Please direct special requests for services and assistance through the front desk.

1.4 PERSONAL ITEMS/STORAGE

You and/or your guests are totally responsible for personal items brought into the Project. Personal belongings cannot and shall not be stored on the premises other than in your unit. No storage is permitted in the parking area. Neither the Resort General Manager

nor the Association are responsible for any personal items left by you or your guests upon departure. Items not claimed will be disposed of after thirty (30) days.

1.5 GUESTS (PERMITTED USERS):

The maximum allowable occupancy limit for each unit must not be exceeded.

1.6 AGE RESTRICTIONS:

(Read each section thoroughly for age restrictions.)

1.7 HOUSEKEEPING:

Housekeeping services are available by contacting the front desk. There will be a charge for housekeeping services with must be paid prior to your departure.

1.8 PASSKEY:

Owners are to be aware that the Manager is provided with a passkey to all units. At the Manager's reasonable discretion, the Manager or his employees or agents may enter any unit. In such instances, the Manager shall notify the occupant as soon as is reasonably possible prior to such entry, and of the reason for such entry.

1.9 PARKING:

Parking by Owners, their family, guests, and invitees will be limited to one parking space per unit owned at the Resort. Owners, their families, guests, and invitees bringing more than one (1) vehicle to the Resort should make advance parking arrangements. No vehicle of any type requiring more than one parking space may be operated, parked, stored or brought onto the property. Please keep in mind that parking in unauthorized areas on or off the property may result in your vehicle being towed away. Limited additional parking may be available on a first-call, first-reserved basis only if arranged in advance (prior to arrival) through the front desk.

Parking is permitted for Owners and their guests only, with no assigned spaces. No major repairs to automobiles or motorcycles are permitted on the premises. No racing of motors, etc. is permitted. No vehicle belonging to an Owner or guest shall be parked in such manner as to impede or prevent ready access to any entrance or to any exit from the buildings by another vehicle.

The Association is not responsible for lost/stolen/damaged vehicles or other property of Owners and/or guests. Damage to cars and other objects or common areas shall be the responsibility of the person causing the damage.

Vehicles shall not exceed 5-mile per hour speed limit. Drivers are expected to observe traffic signs for the safety of all. Drivers may not leave cars unattended in loading zones, and cars shall be promptly removed when the loading or unloading is completed.

1.10 LAUNDRY FACILITIES:

Coin-operated washers and dryers are centrally located at the resort. They are available for your used and convenience at a minimal charge.

1.11 PETS:

Absolutely no pets shall be allowed in the units, common, or recreational areas, ever.

1.12 APPEARANCE OF PROJECT:

No sunshade awning or other similar devices may be used on any balcony or patio. Draping of any articles – including but not limited to towels, swim suits, etc. – in the balcony areas or otherwise is not permitted.

1.13 SWIMMING POOL RULES:

The pool and the surrounding areas are for the exclusive use of Owners and their guests. Hours are posted. Age restrictions are posted. Children will not be allowed in the pool areas unless accompanied by an adult responsible for such child. Parents or guardians are completely responsible for their children or wards and shall not permit them to enter the pool areas regardless of age, if they are not competent swimmers.

Pool rules are posted within the pool area. Any person violating any of the pool rules will be refused further use of the pool during their stay. Pool users shall dry off prior to entering the lobby or elevators.

No flotation devices or toys are allowed in the pool or spa. Glass or other breakable containers shall not be brought into the pool area. All personal belongings such as towels, sunglasses, books, etc. shall be removed upon leaving the pool area.

Swimming is not allowed in other than proper swimming apparel. Diapers are not allowed in either the pool or spa. All persons using oils, lotions, etc. should protect the furniture and the deck area. No removal of the pool furniture is permitted.

Owners and their guests shall use the swimming pool at their own risk. No lifeguard is on duty, nor will the Manager, employees, or agents supervise or watch over the pool in any manner.

Radios, tape players, etc. shall be tuned for individual listening and shall not be played at a volume which interferes with the enjoyment of others.

1.14 USE OF SPA:

The spa is intended to be an adult amenity. Hours and rules are posted and must be obeyed. (Per the laws of the state's Health Department, due to its potential hazard to health, only persons fourteen (14) years of age or older, and four (4) feet or taller may use the spa, and any person between fourteen (14) and eighteen (18) years of age must be accompanied by a parent or an adult guardian when using the spa.) Other age restrictions may apply at The Pono Kai Resort, and must be obeyed if posted.

1.15 BOARD OF HEALTH REQUIREMENTS:

All babies regardless, and all persons known to be or suspected of being afflicted with an infectious disease, suffering from a cough, cold or sores or wearing band-aids or bandages, shall be excluded from bathing in the pool or spas. Spitting, spouting of water, blowing the nose in the swimming pool shall be prohibited.

1.16 TENNIS COURTS:

The Tennis Courts are open daily. Court times must be reserved at the Front Desk. Equipment is available at the Front Desk. Rules are posted and must be obeyed.

1.17 SOLICITING:

No commercial soliciting is permitted, whether within a Unit or the common area, at any time by any Owner, guests, renter or member of the general public except for Association-authorized efforts.

1.18 FRONT DESK:

The front desk is open 24 hours per day, seven (7) days a week.

1.19 PERSONAL CHARGES:

The Association will charge a minimum of \$5.00 for any personal charge required to be billed to an Owner after departure. Each Owner shall be responsible for prompt payment of charges incurred by such Owner, his family, and guests during their stay, including but not limited to housekeeping services, or other items. Non-payment of such personal charges may result on the suspension of such Owner's use and privileges.

1.20 RESTRICTED ACTIVITIES:

Dangerous or unlawful substances may not be stored, introduced or used within the project. All unlawful, obnoxious or offensive activities are prohibited in any unit or other area of the project. You are requested to control noise and activities so that you do not disturb other occupants. You are requested to monitor activity of your children, and your

guests' children, so they do not disturb others. Children are prohibited from playing in parking areas, the lobby and any other non-recreational common areas.

No Owner shall make structural changes of any kind within the units or reorganize or remove common furnishings, floor or wall coverings of any kind within the common areas.

No soliciting of goods and services, or religious or political activities shall be permitted on the premises unless approved by the Board of Directors.

No personal items or equipment (surf boards, water skis, bicycles, etc.) shall be left or allowed to stand on any part of the premises, other than within the confines of a unit or any storage area set aside or assigned for such purpose.

Skateboards, bicycles and related vehicles shall not be operated on walkways or sidewalks within the project.

Furniture, furnishings and equipment of the common elements have been provided for the safety, comfort and convenience of all Owners and guests and shall not be altered, extended, removed or transferred to other areas.

Each Owner/guest shall be held personally responsible for any damage or destruction to any common element caused by themselves, their children, their guests, or any occupants of their unit.

All noises from whatever source shall be controlled so same shall not disturb or annoy other Owners/guests. All Owners/guests shall maintain quiet hours as posted and noticed.

There will be NO shooting of fireworks of any type at any time in, in front of, or around, the buildings or common areas.

Beach users shall shower to remove sand from feet before entering the lobby or elevators, or stairways.

1.21 GENERAL:

There will be a charge for any damage resulting from misuse of resort fixtures, furnishing, etc. as determined by the Resort Manager.

Complaints and suggestions regarding the resort shall be made in writing to the Board of Directors or the Managing Agent.

1.22 ENFORCEMENT OF THE GOVERNING INSTRUMENTS:

The Board of Directors and each Owner expect that all Owners and their guests and renters will comply with the requirements set forth in each of the Governing Instruments. To assist the Board and the Owners in assuring compliance with the provisions of these documents, the Board has delegated certain enforcement responsibilities to the Manager. While at The Pono Kai Resort each Owner and other occupant is expected to comply with the directions and instructions of the Manager. If the Manager advises you that your conduct violates any of the Governing Instruments, you should cease immediately and refrain from committing the offending conduct.

The failure by you or your guests or renter to comply with the Manager's instructions or directions may result in the imposition of a Personal Charge per violation, plus all incidental expenses incurred to bring you into compliance. Payment of the Personal Charge is due within fifteen (15) days following your receipt of a written statement from the Board or Manager. If payment is not received, the Personal Charge becomes a Special Assessment and a lien may be recorded against your unit.

You may contest an alleged violation of the Governing Instruments and the imposition of a Personal Charge by notifying the Board of Directors in writing prior to the next regularly scheduled meeting of the Board. If the Board, after consideration, rules in your favor, the violation will be dismissed, the Personal Charge will be nullified and any amount paid by you to the Association with respect to the Personal Charge will be refunded to you within fifteen (15) days following the Board's decision.

1.23 EMERGENCIES:

In case of an emergency, contact the front desk at (808) 822-9831. If front desk personnel are unavailable at that time, dial 911 to contact the appropriate Police or Fire/Paramedic authority.