**v2 · 29 October 2026 · prepared for Michael Hege's review, then counsel (Andy Lautenbach). Not legal advice. Items marked COUNSEL need counsel's confirmation before adoption. Bracketed items are blanks to be filled.**

# BYLAWS

# BEACH VILLAS RENTAL OWNERS CORPORATION

*A Hawaii nonprofit corporation with members (HRS chapter 414D)*

*Adopted by the Board of Directors on October 29, 2026*

## ARTICLE I — NAME, OFFICE AND PURPOSE

**Section 1.1 Name.** The name of the corporation is Beach Villas Rental Owners Corporation (the "Corporation" or the "ROC").

**Section 1.2 Office.** The principal office is at 91-3575 Iwikuamo'o St., Unit #601, Ewa Beach, HI 96706, or such other place in the State of Hawaii as the Board of Directors (the "Board") designates. The registered agent is as stated in the Articles of Incorporation.

**Section 1.3 Purpose.** The Corporation is organized to operate, for its members, a cooperative website and shared search (the "Website", at beachvillasatkapolei.com or such other domain as the Board designates) through which owners and authorized rental agents of apartments at Beach Villas at Ko Olina, Kapolei, Hawaii ("Beach Villas") advertise their villas for direct booking, operated through the Corporation's wholly owned subsidiary BVROC Marketing Group, Inc. (Section 7.7); to represent the members' common interests as rental owners at Beach Villas; and to engage in any lawful activity of a nonprofit corporation under HRS chapter 414D.

**Section 1.4 What the Corporation does not do.** The Corporation does not rent, book, reserve or collect payment for any villa, does not arrange stays at negotiated contract rates or collect rent (HRS §237D-4.5), and does not act as a real estate broker. No member brokerage pays the Corporation or the Marketing Group anything for business referred (HRS §467-14(14)); the hotel exemption in HRS §467-2(4) is not relied on, because §467-1 excludes condominium units from "hotel" for that chapter. Every booking, payment, tax and guest obligation belongs to the member (owner or authorized rental agent) who hosts the villa. [COUNSEL: confirm under HRS §467-7 and HRS chapter 237D (the §237D-1 "transient accommodations broker" definition reaches websites that list or advertise); Att. Gen. Op. 67-15 not read — obtain from the AG Library before relying on it.] Every online advertisement on the Website shows the villa's transient accommodations tax registration number (or an electronic link to it) and the name, phone number and email of its local online agent — its local contact as HRS §237D-1 defines it (an individual residing on Oahu, or an entity with a place of business and a person residing on Oahu), reachable online (HRS §237D-4(c)). The villas are hotel units, not transient vacation units, so long as the project keeps its hotel status and its Resort District zoning (Declaration §2.3; DPP Zoning Verification 2022/ELOG-2340(ZS)).

**Section 1.5 Not the Association.** The Corporation is separate from and independent of the Association of Apartment Owners of Beach Villas at Ko Olina (the "Association"). Nothing in these Bylaws gives the Corporation any authority of the Association, and nothing limits any member's rights as an apartment owner under the Association's Declaration and Bylaws or HRS chapter 514B.

**Section 1.6 [Reserved.]**

**Section 1.7 Declaration; Declarants; Declarant Period.** The Corporation and its wholly owned subsidiary, BVROC Marketing Group, Inc. (Section 7.7), are founded together: the Corporation exists from the filing of its Articles of Incorporation on October 29, 2026, and the Marketing Group from the filing of its own Articles of Incorporation the same day. Each has a Declaration, adopted with these Bylaws, stating its founding terms. The founders of the Corporation and its wholly owned subsidiary — Anna Marie Ameen, Douglas Rascher and Michael Hege (the "Declarants") — may amend these Bylaws, the Corporation's Declaration, and the subsidiary's Declaration, Bylaws and Sole Member Agreement by written amendment under the Declarants' Agreement until the membership reaches fifty (50) member villas (the "Declarant Period"; Section 9.3). "Declarant" and "Declaration" are used here only as founding terms of these two entities; they have no meaning under HRS chapter 514B. [COUNSEL]

## ARTICLE II — MEMBERS

**Section 2.1 One membership per villa.** Membership is held per apartment ("villa") at Beach Villas, and the membership belongs to the villa — not to its owner or to its rental agent. Each villa has one membership and one vote, whichever the number of its owners. A person or company that owns or manages several villas holds a separate membership, and pays the fees, for each villa — a fee for every hook in the water.

**Section 2.2 Eligibility.** A villa is eligible for membership when its owner of record (a) signs the Corporation's Member Listing & Consent Agreement (the "Member Agreement"), including its Proxy Commitment; (b) pays the fees in Section 2.5; and (c) supplies the listing information the Member Agreement requires. An authorized rental agent may sign the Member Agreement for a villa it manages, provided the owner of record signs the Proxy Commitment; the membership stays with the villa (Section 2.1). A rental agent may enroll villas only after giving the Membership Committee a copy of the Association's written approval letter for the agent (the Association's Declaration, Article VIII.A), from which the Committee determines the compliance required. A rental agent is a member rental agent while it advertises through the Website all of its Beach Villas listings or at least ten (10) of them, whichever is less. An owner whose villa is managed by a rental agent that is not a member rental agent may join under the owner's own listing by applying through the membership application process, which is decided under Section 2.2A.

**Section 2.2A Admission.** (a) Once the trial period is completed and membership applications are being received, an applicant villa is admitted only if its applicant (1) accepts the Corporation's basic purpose and concept: a private, member-funded marketing group promoting the First Class Standard and Services at the project; and (2) meets the admission criteria the Board creates, so that the members admitted share a like-minded vision that maximizes the direction and effectiveness of the Corporation. (b) An applicant whose documented conduct shows opposition to the Corporation's basic purpose and concept does not meet the criteria. The Board decides each application at its sole discretion, applying the criteria in Section 2.2A(a), any further written criteria it adopts and publishes, and any other relevant information presented to the Board before the vote. [COUNSEL] (c) Procedure. (1) The

Membership Committee reviews each application and makes its recommendation to the Board by the vote of at least seventy-five percent (75%) of the Committee members present at a Committee meeting at which a quorum (a majority of its members) is present; the recommendation shall include the Committee's confirmation that every membership requirement (Sections 2.2, 2.2A(a) and 2.3, and Exhibit B) is satisfied. (2) At an open Board meeting the Board presents the applications for discussion; members present may ask questions and offer observations. (3) The Board then moves to executive session and votes; a voter with a personal interest in the application abstains. An application is approved only by the vote of at least seventy-five percent (75%) of all directors then in office; otherwise it is not approved. (4) The result for each applicant — approved or not approved — and the totals (the number approved and the number not approved) are announced to the members, without vote counts or how any director voted. (5) An applicant not approved receives, in writing, the criterion not met, and may reapply after ninety (90) days. (d) Where no Board meeting is scheduled within thirty (30) days after the Membership Committee's recommendation, the President may approve an application the Committee has recommended, if the President believes approval is in the Corporation's best interest; the President reports each such approval at the next Board meeting. The President may not decline an application; declining is for the Board under (c). (e) Trial period. During the trial period a villa is admitted by resolution of the Board (or by the President under Section 2.2A(d)) on the Member Agreement being signed and all membership requirements being satisfied. (HRS §414D-81(a))

**Section 2.2B Agents may enroll some or all of their villas.** An authorized rental agent may enroll any number of the villas it manages — some or all. Each enrolled villa is a separate membership with its own fee and its own owner's Proxy Commitment. A villa the agent has not enrolled, or whose fee or Proxy Commitment is not on hand, is never shown on the Website, even if the agent's other villas are.

**Section 2.3 Good standing; listing on the Website.** Only member villas in good standing vote, as the Articles of Incorporation, as amended by the Articles of Amendment adopted October 30, 2026, provide (HRS §§414D-84, 414D-110(a)). A member is in good standing while all of the following hold: the Member Agreement is signed and in force; the Proxy Commitment is on hand and current; every fee due the Corporation is paid; the villa's listing information is complete and current, including the villa's Hawaii transient accommodations tax number; the villa meets the Resort Collection Standard (Member Agreement Schedule 3); the listing compliance papers in Exhibit B, Standard S5, are current (owner of record; Hawaii general excise and transient accommodations tax registration; the owner's liability insurance meeting Article VIII.A.3 of the Association's Declaration, including certificates delivered to the Resort Manager before the first rental and each year; where an agent manages the villa, the agent's authorization by the Association's Board under Article VIII.A of the Association's Declaration and the agent's liability policy of at least $2,000,000 per occurrence naming the Association as an additional insured (Declaration Art. VIII.A.5(f))); no suspension under Exhibit B is in effect; and no notice of breach from the Corporation is uncured. A villa is shown on the Website only while its member is in good standing with all requirements met — at a minimum, its fee paid and its owner's Proxy Commitment on hand. When a member falls out of good standing the

Corporation takes the villa down from the Website and restores it when the member has cured and paid any Website reactivation fee due (Section 2.7; Exhibit B).

**Section 2.4 Seat groups for board elections.** For the election of directors only, seats are grouped by who may hold them: Rental-agent seats — held by the principal broker or a designated broker or salesperson of a rental-agent brokerage that is a member; Owner seats — held, as individuals, by members who are not rental agents, whether the villa is self-managed or managed by a rental agent; and the housekeeping seat (Section 4.2). Eligibility is set on the record date of the election. Housekeeping companies serving Beach Villas are not members; an approved housekeeping company provides the housekeeping director from its owners or staff.

**Section 2.5 Fees.** (a) Charter members (introductory offer). Villas admitted through November 30, 2026 or until the seventy-fifth (75th) member villa is admitted, whichever comes first, pay a single charter fee of $500 for year one, combining the initiation fee and the first annual subscription. (b) After the introductory period. Every villa admitted afterwards pays an initiation fee of $500 plus the first year's subscription of $350. (c) Annual dues. From the second year, every member pays annual dues of $350 for the villa for each renewal term. The Corporation sends a renewal notice with an extension agreement at least thirty (30) days before the term ends; the membership renews when the signed extension and the dues are received before the expiration date, and otherwise lapses on that date (Member Agreement Section 2.2). A lapsed villa rejoins only by paying the initiation fee of $500 again. A member may cancel at any time (Member Agreement Section 2.3). (d) Website reactivation fee. A villa whose listing has been deactivated returns to the Website only after paying the Website reactivation fee, currently $99 plus Hawaii general excise tax, in an amount the Board sets from time to time (Section 2.7). (e) The Board may change the fees for future years by resolution, with notice to members at least 60 days before they take effect; a change to the charter fee or the fee structure needs the member vote in Article IX.

**Section 2.6 Proxy Commitment.** As a condition of membership, the owner of a member villa commits, in the Member Agreement, to give the Corporation's designated Proxy Holder a proxy for each meeting of the Association held during a Commitment Period of not more than twelve (12) months, renewable by a new signature, and withdrawable at any time by written request to the Corporation (Section 2.7). Each such proxy is a separate, per-meeting, revocable proxy that complies with HRS §514B-123 and Article II, Section 6 of the Association's Bylaws; nothing in these Bylaws or the Member Agreement is itself a proxy or makes any proxy irrevocable. Through the Proxy Commitment the villa's Association proxy is given to the Corporation's Proxy Holder, who casts the proxies of all member villas as one block, as the Board decides (Article VI), except as the owner directs, modifies or limits the proxy under Section 6.5. A villa admitted on trial access must have its owner of record's signed Proxy Commitment before the trial ends on November 30, 2026; trial access extends through November 30, 2027 when the membership file is complete, and otherwise ends. [COUNSEL]

**Section 2.7 Website reactivation; removal.** (a) A villa whose proxy was returned at the owner's request, or whose Proxy Commitment was withdrawn in writing, is not in good standing, and its listing is not shown on the Website. (b) The Board returns the

villa to good standing when the owner renews the Proxy Commitment. The listing is reactivated only after the Website reactivation fee, currently $99 plus Hawaii general excise tax, in an amount the Board sets from time to time, has been paid. (c) The Board decides good standing, return to good standing and removal from membership. The Board may remove a villa by vote after giving the owner at least 15 days' written notice of the reasons and a chance to be heard, orally or in writing, before the Board, at least 5 days before the removal takes effect (HRS §414D-89(b)(1)). The same notice and hearing precede every suspension or deactivation of a member's listing under this Section or Exhibit B (Exhibit B Part 3(a)). [COUNSEL] (d) The President may take a villa's listing off the Website, with written notice to the owner stating the reason. The owner may appeal for reinstatement to the Appeal Panel (Section 4.12B), which recommends; the Board decides the appeal at its next meeting, and its decision is final. A listing may also be removed by vote of the members at a special meeting called for that purpose.

**Section 2.8 Association stay rules.** Every villa listed on the Website is offered subject to the rules that apply to all apartments in the project, including: a minimum stay of six (6) consecutive nights, a night being any period containing one midnight (Association Declaration Article VI.A(iii), as amended in 2017); overnight occupancy of no more than six (6) persons in a two-bedroom villa and eight (8) in a three-bedroom villa, not counting infants under two (Association House Rules, Sixth Amended and Restated (effective November 15, 2024), occupancy limits, subject to the Fair Housing proviso); the seventy-two (72) hours' notice of each rental to the Resort Manager (Declaration Art. VIII.A.2) and check-in with the Resort Manager (Declaration Art. VIII.A.8). Parking is as the Association's House Rules and the Resort Manager provide. The Association, not the Corporation, determines violations of the Declaration and House Rules; the Corporation's standards (Exhibit B) are contractual. Each member sets its own rates, cleaning fee, taxes and booking terms within those rules.

**Section 2.9 Termination for cause.** The Board may terminate a membership for a material breach of the Member Agreement or these Bylaws (including listing a villa the member is not entitled to list, a false listing, or conduct that exposes the Corporation to liability) after at least fifteen (15) days' written notice stating the reasons, with at least fifteen (15) days to cure where cure is possible, and an opportunity to be heard by the Board, orally or in writing, not less than five (5) days before the termination takes effect; the procedure is carried out fairly, reasonably and in good faith (HRS §414D-89). On termination the villa's listing comes off the Website and fees paid are not refunded (Exhibit B).

**Section 2.10 Transfer of a villa.** Membership runs with the villa only if the new owner signs a Member Agreement within 30 days of the transfer; otherwise it ends on the transfer without refund.

**Section 2.11 Records.** The Secretary keeps a register of member villas showing the villa, owner(s), managing agent (if any), whether the owner is a rental agent, date of admission, fees paid, the Proxy Commitment and its date, and good-standing status.

**Section 2.12 Member Standards and Enforcement Schedule.** The Member Standards and Enforcement Schedule attached as Exhibit B is part of these Bylaws, and the Member Agreement incorporates it. The Board may amend Exhibit B by resolution on thirty (30) days' notice to the members.

## ARTICLE III — MEETINGS OF MEMBERS

**Section 3.1 Annual meeting.** An annual meeting of members is held each year in January, or, if the Association has noticed its annual meeting for a date in or before January, at least seven (7) days before the Association's proxy deadline, and in any event before the Association's annual meeting, at a date and time the Board fixes, to elect directors whose terms are expiring, receive the financial statement, and transact other business; at it the President and the Treasurer report on the Corporation's activities and financial condition (HRS §414D-101(a), (d)(1)). Meetings of the members are held at the project, 92-102 Waialii Place, Kapolei, Hawaii 96707, with attendance by Zoom under Section 3.9.

**Section 3.2 Special meetings.** A special meeting of the members may be called by the President, by the Board, or on a petition signed by members holding at least fifty percent (50%) of the member villas in good standing and delivered to the Secretary.

**Section 3.3 Membership of fifty villas.** When the membership reaches fifty (50) member villas in good standing, the Secretary certifies the count to the Board; the Board fills the four added seats under Section 4.2; and an annual meeting of the members is held within thirty (30) days after the certification, which counts as that year's annual meeting. The Declarant Period (Section 1.7) ends on the certification.

**Section 3.4 Notice.** Written notice of every members' meeting, stating date, time, place or means of remote participation, and (for a special meeting) purpose, is given to each member not fewer than fourteen (14) nor more than sixty (60) days before the meeting, by email to the address on the member register or by mail. The notice of an annual meeting also includes a description of any matter that must be approved by the members under HRS §414D-105(c)(2). [COUNSEL: HRS §414D-105 notice periods.]

**Section 3.5 Record date.** The record date for notice and voting is the date the notice is sent unless the Board fixes another date not more than 60 days before the meeting.

**Section 3.6 Quorum.** Members holding fifty percent (50%) of the member villas in good standing, present in person or by proxy, are a quorum. [COUNSEL: HRS §414D-111.]

**Section 3.7 Voting.** Each member villa has one vote, cast by its owner (or by the owner's written designee, which may be its rental agent). Members may vote in person, by written or electronic ballot, or by proxy. In the Member Agreement each member appoints the Corporation as proxy for the member's villa at meetings of the members for the Commitment Period of twelve (12) months stated in the Member Agreement (HRS §414D-113(a), (b), (f)). Each appointment is revocable by the member at any time by written notice to the Secretary (HRS §414D-113(c)); revocation does not affect the villa's standing or listing. The Corporation votes every proxy it holds under this Section, on every matter — including the election and recall of directors, amendments under Section 9.2 and any ratification under HRS §414D-150(b)(3) — as a majority of the Board decides, except where the member's written direction is received by the Secretary at least seventy-two (72) hours before the meeting, in which case the proxy is voted as directed. A member may direct the vote on any item; a direction is honored, and is the exception rather than the rule. An undirected proxy is never counted for quorum only. Where these Bylaws or the Sole Member Agreement of the Marketing Group require seventy-five percent (75%) of the member villas in good

standing (Sections 9.2 and 10.1), that requirement governs. [COUNSEL: RUDA v2 — both objective readers treat the Board's voting of undirected proxies in its own election and recall, and on the §414D-150(b)(3) ratification, as the HRS §414D-113 adverse edge; ships per Michael's rulings of October 29, 2026 with the direction right stated on the face.] Except where these Bylaws or the law require more, a matter passes by a majority of the votes cast. Directors are elected as Article IV provides.

**Section 3.8 Action without a meeting.** Any action that may be taken at a members' meeting may be taken without a meeting by written or electronic ballot of the members, if the ballots approving the action equal or exceed the votes that would be needed at a meeting at which all members entitled to vote were present, and the ballot states the proposal, the deadline, the number of responses needed for a quorum and the percentage of approvals needed, and gives the member the chance to vote for or against each proposal. [COUNSEL: HRS §414D-104.5.]

**Section 3.9 Remote participation; recording.** Members may attend, speak and vote at members' meetings through Zoom meetings, which the Board authorizes, by which members can hear, vote, ask questions and comment; the Corporation takes reasonable measures to verify that each participant is a member or a member's proxy (HRS §§414D-101(g), 414D-102(f)). Members' meetings are recorded, the notice states that the meeting is recorded, and the recording is posted to the library on the Corporation's private members' website. The Board meets in person or by Zoom video conference, by which all participants can hear one another; the Board never meets or acts by email.

## ARTICLE IV — BOARD OF DIRECTORS

**Section 4.1 Powers.** The business and affairs of the Corporation are managed by the Board. Directors are not paid for their service; they may be reimbursed for approved out-of-pocket expenses.

**Section 4.2 Number and composition.** (a) Seven seats from inception. The Board has seven (7) seats from October 29, 2026. The incorporator named the initial directors in the Organizational Written Consent: Anna Marie Ameen, Douglas Rascher and Michael Hege. The four added seats stay vacant until the membership reaches fifty (50) member villas in good standing (Section 3.3); the Board then fills them by vote (HRS §414D-141(a)(2)). Until then the Board consists of the three directors in office (HRS §414D-133(a)). (b) Seat groups. The seven seats are: three (3) rental-agent seats, held by brokers of three different member rental-agent brokerages, when three (3) or more rental-agent brokerages are members [COUNSEL/MICHAEL: when fewer than three are members, the unfilled rental-agent seats are filled as owner seats until enough brokerages join]; three (3) owner seats, held, as individuals, by members who are not rental agents, whether self-managed or managed by a rental agent; and one (1) housekeeping seat, held by a director an approved housekeeping company serving Beach Villas provides from its owners or staff. After the initial terms, all seats are elected by all member villas. Each director must be a member (or the owner, officer or authorized representative of a member), except that the housekeeping director need only be an owner or staff member of the approved housekeeping company.

**Section 4.3 Cumulative voting.** In each seat-group election, every member villa has a number of votes equal to the number of seats being filled in that group, and may cast

them all for one nominee or spread them among nominees as it chooses. The nominees receiving the most votes are elected. For the housekeeping seat, every member villa has one vote. Cumulative voting is permitted because these Bylaws provide for it (HRS §414D-114); the notice and 48-hour rules of that section apply. [COUNSEL]

**Section 4.4 Terms.** Directors serve three-year terms, staggered. The initial terms, measured from October 29, 2026, are: three years — Anna Marie Ameen and two of the added seats; two years — Douglas Rascher and one added seat; one year — Michael Hege and one added seat. The Board determines by vote which added seat carries which initial term. A director serves until a successor takes office, and may be re-elected.

**Section 4.5 One villa, one vote.** In every member vote of the Corporation, including board elections, each member villa has one vote, cast by its owner even where a rental agent manages the villa; a rental agent may cast it only as the owner's written designee. This is separate from the villa's Association vote, which the Corporation's Proxy Holder casts under Article VI.

**Section 4.6 Vacancies.** A vacancy in an elected seat is filled by the Board with a person eligible for the same seat group, until the next members' meeting, at which the members elect a director for the rest of the term. A vacancy in the housekeeping seat is filled by the Board with a director an approved housekeeping company provides from its owners or staff.

**Section 4.7 Recall and removal.** An elected director, including the housekeeping director, may be recalled, with or without cause, only at a special meeting of the members called for that purpose, whose notice states that the purpose is the director's removal, by the vote of at least fifty-one percent (51%) of all member villas in good standing, each villa having one (1) vote cast by its owner. A director elected by cumulative voting may not be removed if the votes cast against removal would be enough to elect that director under cumulative voting (HRS §414D-114(c), §414D-138(d)). The initial directors named in the Organizational Written Consent and any director the Board seats under Section 4.2 are removable (i) by the members as this Section provides, as if elected by them, and (ii) by the vote of seventy-five percent (75%) of the directors then in office (HRS §414D-138(h)); HRS §414D-139(b) does not apply to them. A director the Board seats to fill a vacancy in a member-elected seat is removable by the members only. [COUNSEL]

**Section 4.8 Meetings.** The Board meets at least quarterly, at times and by means it sets. Special meetings may be called by the President or any two directors on at least 48 hours' notice. A Board meeting may be held on any notice, or without notice, if each director who does not attend signs a written waiver of notice, before or after the meeting, filed with the minutes; a director's attendance waives notice unless the director, at the beginning of the meeting or before the vote on a matter not properly noticed, objects to the lack of notice and does not thereafter vote for or assent to the action (HRS §414D-146(b)). Board meetings are open to members except when the Board goes into executive session for legal, personnel, contract-negotiation or member-discipline matters.

**Section 4.9 Quorum and voting.** While the Board has three (3) directors, all three are a quorum; once seven (7) directors are installed, four (4) — more than fifty percent

(50%) of seven — are a quorum. The act of a majority of directors present at a meeting with a quorum is the act of the Board.

**Section 4.10 Action only at meetings.** The Board acts only at meetings, held in person or by Zoom video conference, never by email. Action by written consent or by email is not permitted, except the Organizational Written Consent adopted at formation, the Marketing Group incorporator's consent and the Marketing Group initial directors' organizational consent.

**Section 4.11 Conflicts of interest.** A director or officer with a personal or business interest in a matter before the Board — including any arrangement for the domain or hosting of the Website, any rental agent's own fees, or any contract with a company the director is connected with — discloses the interest before the Board acts and does not vote on it; the minutes record the disclosure and the vote. A conflict-of-interest transaction is approved only by a majority of the disinterested directors (not by a single director) after full disclosure, or by the members, as HRS §414D-150 provides. The Board adopts a written conflict-of-interest policy. The Corporation makes no loan to, and guarantees no obligation of, any director or officer (HRS §414D-151).

**Section 4.12 Committees.** The Board may appoint committees of directors or members; a committee has only the authority the Board gives it. Each committee elects its chair at its first meeting.

**Section 4.12A Membership Committee.** There shall be a standing Membership Committee at all times, appointed by the Board from directors and members in good standing (at least three (3) persons), to review and administer applications for new member villas, including owners applying under their own listing under Section 2.2, to present them with its recommendation to the Board under Section 2.2A, which approves or declines them, to review complaints under Exhibit B (Standard S9), to receive owners' written directions under Section 6.5, and to keep the register of member villas under Section 2.11 current.

**Section 4.12B Appeal Panel.** Appeals under Section 2.7(d) and Exhibit B are heard by an Appeal Panel of three (3) persons, directors or members, appointed by the President. The Panel elects its chair at its first meeting. The Panel delivers a written recommendation; the Board adopts or rejects it at its next meeting, and the Board's decision is final.

**Section 4.13 Antitrust.** Each member sets its own rates, fees and terms independently. No meeting, committee, channel or record of the Corporation or its subsidiary may be used to discuss, share, set, suggest or coordinate members' rates, minimum rates, occupancy targets, rental-agent commissions or other competitively sensitive terms. Market education by outside speakers is permitted only on public, aggregate information. The Board adopts a written antitrust policy at formation. [COUNSEL]

**Section 4.14 Independence from the Association.** The Corporation uses no Association staff, funds, systems or Resort Manager time, and acts only as an organization of owners.

## ARTICLE V — OFFICERS

**Section 5.1 Officers.** The officers are a President, a Secretary and a Treasurer, elected by the Board each year at its first meeting after the annual meeting of members. One person may hold two offices, except that the President and the Secretary may not be the same person. The first officers, named in the Organizational Written Consent, are: President — Anna Marie Ameen; Secretary and Treasurer — Douglas Rascher.

**Section 5.2 President.** The President presides at meetings of members and the Board, is the chief executive officer, signs contracts the Board approves, and reports to the members at the annual meeting.

**Section 5.3 Secretary.** The Secretary keeps the minutes and the member register, gives notices, certifies the 50-villa count, keeps the Proxy Commitments and the per-meeting proxies, keeps the corporate records HRS §414D-301 requires (permanent minutes, records of actions taken without a meeting and of committee actions (§414D-301(a)), the member list, and at the principal office the Articles, Bylaws, Declaration, Board resolutions (§414D-301(e)(3)), three years of member minutes and financial statements, the list of directors and officers, and the latest annual report), makes them available to members as HRS §414D-302 provides, reports any indemnification or advance to the members with or before the notice of the next members' meeting (HRS §414D-307), and files the annual report with the Department of Commerce and Consumer Affairs (HRS §414D-308); the Marketing Group's own annual report under HRS §414D-308 is filed by the Marketing Group's Secretary-Treasurer.

**Section 5.4 Treasurer.** The Treasurer keeps the books, collects fees, pays approved expenses, keeps the bank accounts, files the tax returns and the general excise tax returns, and presents the annual financial statement with the statement HRS §414D-306(b) requires.

**Section 5.5 Removal and vacancies.** The Board may remove an officer at any time, with or without cause, and fills vacancies.

## ARTICLE VI — ROC PROXY HOLDER AND VOTING POLICY

**Section 6.1 Proxy Holder.** The Board designates the ROC Proxy Holder — one named individual, with an alternate — for each annual or special meeting of the Association. The ROC Proxy Holder is the President, who is named as holder on each per-meeting proxy; the first alternate is Douglas Rascher.

**Section 6.2 Per-meeting proxies.** For each Association meeting during a member's Commitment Period, the Corporation generates through BVKOGroup.com a pre-filled proxy form that meets HRS §514B-123(d) and the Association's Bylaws — naming the Association, the meeting date, the villa, the owner, the ROC Proxy Holder and the alternate, with the printed name and signature of the person giving the proxy and the date the proxy is given (HRS §514B-123(d)(2)), carrying all four boxes of Article II, Section 6 of the Association's Bylaws and the audit-report box, with box (B) pre-marked but changeable by the owner — and sends it to the owner by text or email for one-click electronic signature through DocuSign (HRS §§489E-7(d), 489E-5(b)), transmitted electronically under HRS §514B-123(b). The Association and its managing agent have agreed to accept electronic signatures [STATED BY MICHAEL; the written

acceptance is filed in the minute book], and the Board adopts by resolution DocuSign's consent record and audit trail as the authentication measure. One owner of record (or, for a villa owned by an entity, its designated representative, whose designation under Article II, Section 1 of the Association's Bylaws the Corporation files with the Secretary before the meeting) signs and validates the proxy; no co-signature is required (HRS §514B-123(a); Association Bylaws Article II, Section 1), and the form says so. Signed proxies are delivered as complete copies (HRS §514B-123(g)), as one batch, to the Association's Secretary or managing agent by 4:30 p.m. Hawaii Standard Time on the second business day before the meeting. If the Association declines an electronically signed proxy, the owner signs a paper copy, which counts as returned under Section 6.6. No power of attorney is used. The Corporation keeps a copy of every proxy delivered. [COUNSEL]

**Section 6.3 How the Proxy Holder votes — one block.** The purpose of the Proxy Commitment is a dedicated block of the member villas' Association votes with one voter. The Proxy Holder casts every proxy given under a Proxy Commitment as one block, as the Board decides by resolution before each Association meeting, except a proxy the owner has directed or limited under Section 6.5; the Board publishes its decision on each item on the Association's agenda to the members at least seven (7) days before the meeting. Where the Board has made no decision on an item, the Proxy Holder votes those proxies for quorum only. [COUNSEL: HRS §514B-123 — owner directions on a proxy]

**Section 6.4 Owner's rights preserved.** Nothing in these Bylaws limits an owner's right to attend an Association meeting, to direct or limit a proxy, or to revoke it by actual notice to the Association's Secretary or managing agent (HRS §514B-123(b)). Under Article II, Section 6 of the Association's Bylaws an Owner's attendance at the meeting may be treated by the Association as revoking the proxy; under HRS §514B-123(b) a proxy is revoked only by actual notice to the Association's Secretary or managing agent. An Owner who attends should tell the Secretary which is intended. Notice to the Corporation withdraws the Proxy Commitment, not the proxy. Attending a meeting is not a request for the proxy's return, and directing, redirecting or limiting a proxy under Section 6.5 does not affect the villa's standing. If an owner asks for a proxy given under the Proxy Commitment to be returned at an Association meeting, or withdraws the Proxy Commitment by written request, the villa's listing comes off the Website under Section 2.7.

**Section 6.5 Owner's direction.** Where the owner does not agree with the position the Board has approved on any Association vote, the owner may direct how the villa's proxy is cast, modify or redirect it, limit it to establishing a quorum only, or direct that it not be cast on that vote, by written notice to the Corporation's Membership Committee received at least 48 hours before the Association's proxy deadline (4:30 p.m. HST on the second business day before the meeting, Association Bylaws Article II, Section 6). The direction is written onto the proxy before it is delivered, so that the proxy carries out the proper wishes of both the owner and the Corporation. The Proxy Holder casts the proxy as the owner directs. Notices of direction, redirection, non-participation and intent to withdraw may be submitted through the form at BVKOGroup.com.

**Section 6.6 Return of proxies.** The owner signs and returns each Association meeting proxy within five (5) days after the Corporation's request. A proxy the owner has directed or limited under Section 6.5 counts as returned. If a proxy has not been returned by then, the Corporation sends a reminder and requests a paper proxy from any owner who has not e-signed, so that a paper return cures before any deactivation. If it has still not been returned when the Association's proxy deadline (4:30 p.m. HST on the second business day before the meeting) has passed, the villa's listing is deactivated under Section 2.7; no deactivation for non-return takes effect before that deadline has passed. It is reactivated after the owner signs the next requested proxy (or renews the Proxy Commitment) and pays the Website reactivation fee. [COUNSEL]

## ARTICLE VII — FINANCES

**Section 7.1 Fiscal year.** The fiscal year is the calendar year.

**Section 7.2 Budget, reserve and surplus.** The Board adopts a budget each year before the fiscal year begins. The Corporation maintains a reserve with a target equal to the startup costs plus one year's operating expenses, built from charter and initiation fees. Each budget also sets aside a Marketing Budget from annual dues, in an amount the Board fixes, for marketing proposed by the Marketing Group under Section 7.10. Any surplus in the operating budget at the end of a fiscal year is carried forward to the next fiscal year's operating budget, and is never distributed (Section 7.3).

**Section 7.3 No distributions.** No part of the Corporation's income or assets may be distributed to any member, director or officer, except reimbursement of approved expenses and payment for goods or services at fair value approved under Section 4.11.

**Section 7.4 Bank accounts and signatures.** The Corporation's funds are kept in accounts in its own name at a bank the Board selects. Checks and transfers over $[2,500] require two authorized signers. The first authorized signers are the President, Anna Marie Ameen, and the Secretary and Treasurer, Douglas Rascher. Guest money never passes through the Corporation.

**Section 7.5 Financial statement and books.** The Treasurer presents a financial statement for each fiscal year to the members within 90 days after the year ends. The Corporation keeps the records HRS §414D-301 requires. A member may inspect and copy them on five (5) business days' written notice as HRS §414D-302 provides; for accounting records, minutes and the member list, the request must be made in good faith and for a proper purpose, describe the records sought, and be directly connected to that purpose, and the member list may be used only as HRS §414D-305 permits. On a member's written demand the Corporation provides its latest annual financial statements (HRS §414D-306).

**Section 7.6 Taxes.** The Corporation files federal and Hawaii income tax returns as a taxable nonprofit corporation unless and until it obtains an exemption, obtains and keeps a Hawaii general excise tax license, and pays general excise tax on its fee income. [CPA/COUNSEL]

**Section 7.7 Subsidiary.** The Corporation is the sole member of BVROC Marketing Group, Inc., a Hawaii nonprofit corporation formed to operate the Website, hold its hosting, software and insurance contracts, and keep any claim arising from the Website apart from the Corporation's treasury and its member and proxy work. The

Marketing Group was formed by Articles of Incorporation (Form DNP-1) filed by its incorporator, Michael Hege, on October 29, 2026; its incorporator adopted its first Bylaws and named its initial directors, and the Corporation, as its sole member, approved its Declaration and Sole Member Agreement; the Marketing Group obtains its own employer identification number although wholly owned by the Corporation. The Marketing Group has its own Board of Directors of seven (7), separate from the Corporation's Board: its initial directors, Anna Marie Ameen, Douglas Rascher and Michael Hege, serve until the Board appoints the seven directors, and elect the Marketing Group's officers at their first board meeting; a director is removable only by the vote of a majority of the other directors then in office, and vacancies are filled by the Board. The Marketing Group operates under these Bylaws as well as its own Bylaws and Sole Member Agreement; where they conflict, these Bylaws control. The Marketing Group plans the marketing and brings proposals to the Board under Section 7.10. The Marketing Group never holds guest or rental money, never sets or suggests rates, never arranges stays at negotiated contract rates (HRS §237D-4.5), and charges no commission on any villa booking; a vendor's mention fee is consideration for advertising space, uniform regardless of bookings. No member may buy advertising on the Website for property-management or real estate services; the only real estate feature is the "Villas for sale" search from an IDX feed, in which each listing shows only its own listing brokerage and agent; the Corporation and the Marketing Group route no leads and receive nothing tied to any sale. The Marketing Group's marketing budget is contributed by its own income — fees from approved vendors for mention on the Website (pricing tables set by vote of the Marketing Group's Board of Directors, from $19 per month on a twelve-month contract, each vendor giving a special offer through a promo code for members' guests only) and referral commissions from approved vendors of guest services, including housekeepers and greeters, lei vendors, caterers, personal chefs, massage therapists, surf lessons, deep-sea fishing charters, photographers, car rental, rideshare (such as Uber), airport shuttles (such as SpeedShuttle) and special services such as mobility-equipment rental (for example UGO Mobility) (never from any villa stay or booking) — together with any amount the Corporation funds under Section 7.10. Mediation and arbitration supported and funded under Sections 7.8 and 7.9 are run through the Marketing Group: the Marketing Group is the contracting party with the mediator and the arbitrator, pays legal counsel engaged by the member-owner parties (Section 7.9(h)), and carries those engagements and any exposure from them, while the Corporation's bank account receives member fees and any dispute assessment and transfers to the Marketing Group only the approved budget.

**Section 7.8 Mediation with the Association.** The Board may authorize the Corporation, acting through BVROC Marketing Group, Inc. (Section 7.7), to support and fund mediation under HRS §514B-161 that member-owners bring on a matter affecting its members' villas only by the vote of at least seventy-five percent (75%) of the directors then in office, taken at an open Board meeting under Section 4.8 (not in executive session and not by written consent). The authorizing resolution names the matter and the members on whose behalf the Corporation acts, and sets a budget for the mediator's fees and costs of not more than $5,000 per mediation, funded by the Corporation from member dues and fees in its bank account and transferred to the Marketing Group, which pays it; no special assessment is levied for a mediation. Any

spending above that budget needs a new Board vote under this Section. Under HRS §514B-161 the requesting party is a member-owner; the Corporation and the Marketing Group fund and support (counsel represents), and each party bears its own attorneys' fees (§514B-161(f)). Mediation is supported only for a dispute within HRS §514B-161(a)(1) between the member-owners and the Association, and not for the matters HRS §514B-161(b) excludes, including the collection of assessments. [COUNSEL: who is the named party under §514B-161 — the Marketing Group, or the member-owners with the Marketing Group as their designated representative — and whether the Marketing Group structure keeps the exposure off the Corporation as intended.]

**Section 7.9 Arbitration; legal budget; dispute assessment.** (a) Member approval. The Corporation, acting through BVROC Marketing Group, Inc. (Section 7.7), may support and fund arbitration that member-owners demand (including under HRS §514B-162, where the owners are the demanding party; fees are at the arbitrator's discretion under §514B-162(e), and an award may be taken to a trial de novo under §514B-163), and the Marketing Group may engage the arbitrator and pay legal counsel, only with the approval of member villas holding at least seventy-five percent (75%) of all votes of the members in good standing (not merely of those voting), given in a vote conducted through a recognized electronic survey or voting platform that confirms each villa votes once, keeps a record of each ballot, and reports the results to all members. The vote is open for at least ten (10) days after written notice under Section 3.4. (b) Purpose and limits. Arbitration under this Section is used only to protect members' rights in their villas, or to bring the Association's operations into compliance with the Declaration, Bylaws, House Rules or HRS chapter 514B on the issue in question. It is not used to pursue claims on the Association's behalf against its directors, officers, managing agent or other agents — the kind of claim brought as a derivative proceeding by members holding five percent (5%) or more of the Association's voting power (or fifty members, if fewer) under HRS §414D-90 — which the Board finds divisive among owners and outside the Corporation's purpose; members remain free to pursue such claims on their own. (c) Confidential overview with the ballot. Every ballot is accompanied by a written overview prepared by the Corporation's attorney, whose fee for it is paid by the Corporation from member dues (not from any assessment), marked confidential and given only to members (each member keeps it confidential and does not share it outside the membership), that states: the issue and the facts; the provisions of the governing documents or statute involved; the relief sought and why it protects members' rights or brings operations into compliance; the steps already taken, including any mediation; the proposed budget and the resulting assessment per villa; and the risks and possible blowback, including the chance of losing, the fee rule at each stage — arbitration, at the arbitrator's discretion (HRS §514B-162(e)); trial de novo, the demanding party that does not prevail pays (HRS §514B-163(d)); court action, the owner pays the Association's attorneys' fees unless mediation or arbitration was first attempted in good faith (HRS §514B-157(b)) — that a fee award binds the owner-parties personally above the funded budget and that the Corporation funds nothing above the funded budget without a new member vote under paragraph (d) [ASSUMED], the removal of an unsuitable matter from arbitration under HRS §514B-162(b)(7) and the twenty-day motion under §514B-162(c), the Association's own costs being shared by all owners

including members, effects on relations with the Board and managing agent, insurance, publicity, and how long the matter may take; the ballot states whether its budget covers a trial de novo. A ballot without the overview is invalid. (d) Not-to-exceed budget. The ballot states one not-to-exceed budget covering the arbitrator's fees and costs and legal representation, all contracted or paid by the Marketing Group; the Corporation may not spend above it without a new member vote under this Section. (e) Dispute assessment. A vote approving the action triggers a one-time assessment on each member villa; a vote that fails creates no assessment. The assessment is computed as: **assessment per villa = approved budget ÷ number of member villas in good standing on the record date of the vote, rounded up to the next cent** and stated on the ballot. The assessment is paid into the Corporation's bank account, and the Corporation transfers to the Marketing Group only what the approved budget requires, as the Marketing Group's costs come due. Example: a $50,000 budget with 75 member villas is $50,000 ÷ 75 = $666.67 per villa. (f) Collection and refund. The assessment is due within thirty (30) days after the result is announced; a villa that does not pay is not in good standing (Section 2.3) until it does. Any part of the budget not spent when the arbitration ends is refunded to the villas that paid, in equal shares. A villa that withdraws after the vote is not refunded its assessment. (g) Trial de novo. A demand for trial de novo under HRS §514B-163(b) (within ten (10) days) is the owner-parties' act, followed by the filing in the circuit court within thirty (30) days; the Corporation funds it only on the unanimous vote of the Board at a meeting (not by written consent, Section 4.10), within a budget the ballot under paragraph (a) stated covers a trial de novo, or otherwise after a new member vote under paragraph (d); the demanding party that does not prevail bears the other side's fees (HRS §514B-163(d)). No member vote is needed for the demand itself. (h) Party engagement and fee recovery. Member-owners who are parties are the only clients of record: they sign the engagement with counsel, the engagement and invoices run to them, and they are legally obligated for the fees; the Corporation, through the Marketing Group, pays on their behalf under the approved budget as an advance the owner-parties are obligated to repay from any recovery. [COUNSEL: Vinson v. Ass'n of Apartment Owners of Sands of Kahana, 130 Hawai'i 540, 312 P.3d 1247 (App. 2013) — a HRS §514B-157(b) court-action rule: fees are recoverable only if paid or legally obligated to be paid; pinpoint to be confirmed from the slip opinion.] [COUNSEL: survey-platform voting as action without a meeting under HRS ch. 414D (Section 3.8); whether a member may opt out of the assessment; keeping the overview privileged where counsel prepares it.]

**Section 7.10 Marketing proposals; Marketing Budget; marketing assessment.** (a) Proposals. The Marketing Group's Board of Directors decides marketing expenses of $750 or less within the Marketing Group's own budget. Any marketing expense greater than $750, and any request for funding from the Corporation, is proposed in writing to the Board, stating what is proposed, where it will run, its cost and what it is expected to achieve. (b) Board review. The Board reviews each proposal and either (i) funds it from the Marketing Budget (Section 7.2), (ii) returns it to the Marketing Group or declines it, or (iii) puts it to the members. (c) Marketing assessment. A marketing assessment needs the approval of member villas holding at least seventy-five percent (75%) of all votes of the members in good standing, given in a vote conducted the same way as under Section 7.9(a), with a ballot that states the proposal, its budget and the

assessment per villa. A vote approving the proposal triggers the assessment; a vote that fails creates none. The assessment per villa = approved budget ÷ number of member villas in good standing on the record date of the vote, rounded up to the next cent; it is paid into the Corporation's bank account and collected and refunded as under Section 7.9(f), and the Corporation transfers to the Marketing Group only what the approved budget requires. (d) What marketing may include. Among other things: special online advertising across travel and booking venues; sponsorships; outreach to returning veterans; support for the Make-A-Wish Foundation, the March of Dimes and other charities on a list the Board keeps; donations to charity auctions; and last-minute charity auctions in which the winning bidder pays for and redeems a six-night stay, with the auction closing and the award made at 12:00 noon HST on the day of arrival. (e) Qualifying auction stays. A stay donated or auctioned under this Section must be offered and hosted by the member who owns or manages the villa, meet the Association stay rules (Section 2.8), and be booked by that member directly with the winner. The Corporation and the Marketing Group promote the auction but never book the stay, take payment or hold auction proceeds (Section 1.4); proceeds go to the charity. [CPA: general excise and transient accommodations tax on donated and auctioned stays; charitable deductions. COUNSEL: Hawaii charitable-solicitation and auction rules.]

**Section 7.11 Loans to the Marketing Group; newsletter, surveys and the Hot Sheet.** (a) Loans. Until the Marketing Group's concession and advertising income supports its annual programs, the Marketing Group's Board of Directors may request a loan from the Corporation to fund an approved annual program. The Board may make the loan from the Corporation's general funds by resolution stating the amount, the program, and the repayment terms (repaid from the Marketing Group's concession and advertising income); a loan larger than the Marketing Budget for that year needs the member approval in Section 7.10(c). (b) Newsletter and surveys. The Marketing Group, through its Board of Directors, publishes the Corporation's monthly newsletter to members on a schedule, and runs member surveys and email announcements through an email service it selects; members may unsubscribe from announcements but not from notices the Bylaws require. (c) Last-minute specials and the Hot Sheet. A member may choose to offer a special nightly rate, which the member alone sets, for arrivals within the next seven (7) days; the Website shows those villas and rates as last-minute specials, and guests who sign up receive a weekly Hot Sheet email of the specials for the coming seven days. [COUNSEL: Section 4.13 (antitrust) — each member sets its own special rate; email consent and unsubscribe rules.]

## ARTICLE VIII — INDEMNIFICATION AND INSURANCE

**Section 8.1 Defense and indemnity.** The Corporation indemnifies and advances expenses to its directors, officers and committee members to the extent permitted by HRS §§414D-160 to 414D-167, subject to the standard of conduct in §414D-160, excluding the cases in §414D-160(d), limited to expenses in derivative proceedings under §414D-160(e); advances require the written affirmation and undertaking and the determination in §414D-162(a)(1)–(3) made by the persons §414D-164 names. Within those limits the Corporation shall keep directors' and officers' liability insurance covering them, and shall defend, indemnify and hold each of them harmless against all costs, expenses and liabilities, including judgments, settlements and reasonable

attorneys' fees, from any claim, action, suit, proceeding, investigation or inquiry in which the person is involved by reason of being or having been in that role, or of any action taken, authorized or approved, or any omission, in that role, whether or not the person is still serving; defense costs are advanced as incurred once that determination is made. A person remains responsible for liability arising from that person's own gross negligence or willful misconduct toward the Corporation. These rights are in addition to any other rights and pass to heirs and personal representatives. The limitation of directors' personal liability is set in the Articles of Incorporation, as amended by the Articles of Amendment adopted October 30, 2026 (HRS §414D-32(b)(5)), not in these Bylaws. [COUNSEL] (Modelled in part on Article III, Section 17 of the Association's Bylaws, which is not an authority for the Corporation.)

**Section 8.2 Insurance.** The Corporation may purchase and maintain insurance for its directors, officers and agents, including for liability it could not indemnify (HRS §414D-166). The Board obtains general liability insurance; directors' and officers' liability insurance (with entity coverage, naming the directors and officers of BVROC Marketing Group, Inc. as insureds); cyber and media liability for the Website; and a fidelity (crime) bond covering every person who handles the Corporation's funds — each when available at reasonable cost, the general liability and fidelity coverage before the first member fee is deposited. [Insurance broker to quote]

## ARTICLE IX — AMENDMENTS

**Section 9.1 By the Board (after the Declarant Period).** The Board may amend these Bylaws by a majority of the directors in office, except as Section 9.2 provides. Exhibit B is amended by the Board under Section 2.12.

**Section 9.2 Member vote required.** An amendment that changes membership rights or eligibility, the fee structure (Section 2.5), the composition or election of the Board (Article IV), or the Proxy Commitment and Proxy Holder provisions (Sections 2.6 and Article VI) requires approval by two-thirds (2/3) of the member villas voting, at a meeting or by ballot under Section 3.8, after notice stating the proposed amendment. This Section does not apply to an amendment of Exhibit B under Section 2.12. An amendment increasing a member quorum or changing a member vote requirement needs member approval (HRS §§414D-111(c), 414D-112(b)), whoever proposes it. The Corporation gives up or transfers its sole membership in the Marketing Group, or approves the Marketing Group's dissolution, only by the vote of at least seventy-five percent (75%) of the member villas in good standing at a meeting called for that purpose (Sole Member Agreement Sections 7.1 and 7.2).

**Section 9.3 Declarant amendments.** Until the membership reaches fifty (50) member villas (Section 3.3), these Bylaws and the Corporation's Declaration may be amended only by the Declarants (Section 1.7), by a written amendment signed by all three of the Declarants under the Declarants' Agreement, effective when signed; the Secretary gives the members notice of it under Section 11.1 within ten (10) days, except that an amendment increasing a member quorum or changing a member vote requirement needs member approval (HRS §§414D-111(c), 414D-112(b)), whoever proposes it. Sections 9.1 and 9.2 apply from the end of the Declarant Period.

## ARTICLE X — DISSOLUTION

**Section 10.1.** The Corporation may be dissolved as HRS chapter 414D provides, with a plan of dissolution under HRS §414D-242(d)–(f) accompanying the notice of the meeting or ballot. On dissolution, after paying its liabilities, the Corporation's remaining assets are distributed to a nonprofit organization serving the owners of apartments at Beach Villas at Ko Olina chosen by the Board, or if none, to one or more nonprofit organizations chosen by the Board; no assets go to any member, director or officer. The same distribution clause is set in the Articles of Incorporation, as amended by the Articles of Amendment adopted October 30, 2026 (HRS §414D-32(a)(5)). [COUNSEL: HRS §414D-245.]

## ARTICLE XI — GENERAL

**Section 11.1 Notices.** Notice to a member is given by email to the address on the member register, or by mail to the villa owner's mailing address, and is effective when sent. The Corporation's notice address is info@bvkogroup.com / 91-3575 Iwikuamo'o St., Unit #601, Ewa Beach, HI 96706.

**Section 11.2 Electronic signatures and records.** Electronic signatures and records are valid for every purpose under these Bylaws. Any document under these Bylaws may be signed in counterparts — each signer separately — and all counterparts together are one document; signatures by DocuSign or another electronic signature service are accepted with the same effect as signatures in ink.

**Section 11.3 Governing law.** These Bylaws are governed by the laws of the State of Hawaii. If any provision conflicts with the Articles of Incorporation, the Corporation's Declaration or HRS chapter 414D, the statute controls first, then the Articles, then the Declaration.

**Section 11.4 Parliamentary authority.** Robert's Rules of Order Newly Revised governs the conduct of meetings of the members and the Board where it is consistent with these Bylaws, the Declaration, the Articles and HRS chapter 414D. HRS chapter 414D does not require a parliamentary authority; this choice is the Board's and may be changed by Bylaws amendment.

# EXHIBIT B — MEMBER STANDARDS AND ENFORCEMENT SCHEDULE

*Part of the Bylaws (Section 2.12) · incorporated in the Member Agreement · amendable by Board resolution on thirty (30) days' notice to the members*

## Part 1 — Standards (what a listed villa must keep)

**S1** Listing information complete and current: rates, calendar (iCal sync), photos that show the villa as it is, bed configuration.

**S2** Every ad shows the TAT registration number (or link) and the name, phone and email of the villa's local online agent — its local contact as HRS §237D-1 defines it (an individual residing on Oahu, or an entity with a place of business and a person residing on Oahu), reachable online (HRS §237D-4(c)).

**S3** [Reserved.]

**S4** Resort Collection Standard (Member Agreement Schedule 3): the villa provides the inclusions and amenities the Standard lists.

**S5** Compliance papers kept current, with updated copies supplied within 15 days after the Corporation's written request: owner of record; GE and TAT registration; owner's liability insurance meeting Declaration Art. VIII.A.3 (contents cover; the Resort Manager, the Developer and the Association as additional insureds; thirty (30) days' notice of cancellation), including certificates delivered to the Resort Manager before the first rental and each year, and the Art. VIII.A.5(f) certificate to the Association; agent authorized by the Association Board where an agent manages (Decl. VIII.A); and, where an agent manages the villa, the agent's liability policy of at least $2,000,000 per occurrence naming the Association as an additional insured (Declaration Art. VIII.A.5(f)).

**S6** [Reserved.]

**S7** Guest relations: the member makes sure guests know the Association House Rules and steps in promptly when guests in the member's villa cause a problem, so that all guests can enjoy the resort together, with the focus on resolving the problem for other guests. The President may assist where the President, in the President's sole discretion, considers it necessary.

**S8** Fees to the Corporation paid when due ($25 late charge; deactivation after 30 days past due).

**S9** Conduct and practices: complaints made to the Corporation about a member's conduct or practices may be reviewed by the Membership Committee, to support guest satisfaction and protect the reputation of the Website and its members. The Committee may recommend a step under Part 2 to the Board, which decides.

**S10** Authorized listings only: a member lists only villas at Beach Villas at Ko Olina that the member is entitled to list and that are lawfully zoned for the use advertised; no false or misleading listing, no improperly zoned property and no property that is not at Beach Villas at Ko Olina. The listing of a property that is not a Beach Villas at Ko Olina villa, or is not properly zoned, is removed from the Website immediately, with written notice the same day, because it is not eligible for listing (Website content, not a

membership sanction); a false or misleading listing is corrected or removed in the same way. The member's membership follows the Part 3 procedure; return on the reactivation fee; a repeat may lead to removal under Part 3.

### Part 2 — Steps (per standard, counted over a rolling 12 months)

Standard steps (S1, S2, S4, S7 — for S7, a member's failure to step in):

1st: written notice with a cure date.

2nd (not cured by the cure date, or a repeat): $25.

3rd: $50.

4th or more: suspension — listing off the Website until cured; return on payment of the Website reactivation fee (currently $99 plus GET), paid before reactivation.

Continuing or serious repeat after suspension: removal from membership by the Board under Part 3; fees paid are not refunded.

S5: if updated papers are not supplied within 15 days after the written request, the listing comes off until they are; return on the reactivation fee.

S8: a fee not paid when due carries a $25 late charge; a fee more than 30 days past due → listing deactivated until the past-due amount, the late charge and the Website reactivation fee are paid.

Immediate removal of an ineligible listing: S10 only (see S10); the member's standing follows Part 3.

### Part 3 — Safeguards (each step)

(a) Written statement of the violation and the cure date to the member. Before any suspension, deactivation or removal of a member under Part 2 or Bylaws Section 2.7 takes effect, the member receives at least fifteen (15) days' written notice stating the reasons and an opportunity to be heard, orally or in writing, before the Board not fewer than five (5) days before the effective date (HRS §414D-89(b)(1)). The S8 deactivation after thirty (30) days past due runs after that notice window.

(b) Fines and suspension: the member may appeal in writing to the Appeal Panel (Bylaws Section 4.12B) within 15 days; the Panel recommends, and the Board decides at its next meeting; the Board's decision is final. Suspension under S5/S8/S9 continues during the appeal.

(c) Removal: at least 15 days' written notice of the reasons and a chance to be heard, orally or in writing, at least 5 days before it takes effect (HRS §414D-89(b)(1)).

(d) No step may be taken more than 60 days after the Corporation learns of the violation.

(e) Fines and fees are payable to the Corporation; unpaid fines are an unpaid fee under S8.

Fines and the non-refund rule rest on the Member Agreement, which incorporates this Exhibit (HRS §414D-86). [COUNSEL: enforceability of fines and of non-refund on removal under the Member Agreement.]

CERTIFICATE OF SECRETARY

I certify that these Bylaws, including Exhibit B, were adopted by the Board of Directors of Beach Villas Rental Owners Corporation by the Organizational Written Consent of the incorporator, the Board of Directors and the Declarants dated October 29, 2026.

_____

Douglas Rascher, Secretary

Date: _____