

ASSOCIATION OF APARTMENT OWNERS OF KAMAOLE NALU

HOUSE RULES

The words *owner, tenant, occupant, lessee and guest* as used herein, shall include the plural as well as the singular. Words used in the masculine gender include the feminine and neuter. If more than one person or entity constitutes an owner, the obligations hereunder imposed upon owner shall be joint and several.

1. RULES AND REGULATIONS

- a. The primary purpose of these Rules and Regulations is to protect all apartment owners, occupants, tenants and guests from annoyance and nuisance caused by improper use of Kamaole Nalu condominium project (the "Project"), to prevent damage to the Project and also to protect the reputation and desirability of the Project by providing for the maximum enjoyment, comfort and security thereof and therein.
- b. The Board of Directors of the Association of Apartment Owners (the "Board") shall be responsible for enforcing these Rules and Regulations but such responsibility may be delegated to the Property Manager (the "Managing Agent") and/or "Resident Manager" by the Board. All apartment owners and other occupants, tenants and their guests shall be bound by these Rules and Regulations and by standards of reasonable conduct whether covered by these Rules and Regulations or not. Any reference to "Management" herein shall include the Board, Managing Agent and Resident Manager.
- c. These Rules and Regulations supplement but do not change the obligations of the apartment owners, occupants, their families, tenants, guests, employees and any other persons using the Project on their behalf as set forth in the Declaration of Condominium Property Regime ("Declaration"), By-Laws of the Association of Apartment Owners ("By-Laws") and "Resolutions" passed by the Board pertaining to the Project. In the event of any inconsistency, the Declaration, By-Laws and Resolutions will prevail.

2. APARTMENT OCCUPANCY

- a. Apartment units are intended for residential use only.
- b. No animals (pets) or feeding of animals is allowed on the premises or in the apartments except for certified dogs used by handicapped persons.
- c. Apartment occupants shall be responsible for the conduct of their household members and guests at all times.
- d. No occupant shall interfere in any manner with any utility or mechanical apparatus in or about any building or the common area.
- e. Barbecuing is permitted only at provided permanent barbecue stands.
- f. No illegal activities or substances shall be permitted on the premises at any time.
- g. Owners are encouraged to upgrade their units. If construction work is planned, owners must notify the Resident Manager and any contractor coming on property must sign in with the Resident Manager. Remodel/renovation debris and discarded appliances shall not be placed in the Association's dumpster or common areas without approval of Management.

- h. Owners are required by law to have functioning smoke alarms in their units.

- i. From time to time, the AOA Board will require that the building be closed in order to carry out a major construction project. At such times, construction workers need unimpeded access to the parking lot, elevators, stairwells, walkways, and exterior of the building. They also often need access through individual units. Since there is potential for interference with the workers, delay of completion of the project, and risk of serious injury, owners or guests will not be allowed to occupy the building or use the common elements during official closure. It is recognized that owners may wish to have upgrades of their units done during periods of closure. Written permission to do so must be sought from the Board in order to assure that the workers in the units doing interior work are not at risk and do not interfere with the major construction work.

3. NON-OWNER OCCUPANCY

- a. All persons leasing, renting or occupying the apartments shall abide by the Association's documents.
- b. Rental agents, including owners, must provide the Resident Manager with the names and length of stay of all unit occupants in a timely manner.
- c. Each apartment owner who does not employ a rental agent is responsible for designating a local agent residing on Maui to represent the owner's interest should he or she not reside on the island or be absent from Maui for more than 30 days. The owner shall file an out-of-town address and telephone number and that of the local agent with the Managing Agent and Resident Manager.
- d. Owners and their agents must ensure that these House Rules are posted in the units and that the full document is available in the apartment for observance and review by lessees, renters, or guests.
- e. Each apartment owner is responsible for the conduct of any occupants. If an owner is unable to control the conduct of the occupants and the occupants fail to observe the provisions of the Declaration, By-Laws and House Rules, then the owner or the owner's agent shall, if so requested by the Board, Resident Manager or Managing Agent, immediately remove the occupants from the premises, without compensation for lost rentals or any other damages resulting therefrom.

4. COMMON AREAS, ENTRANCES, LANAIS

COMMON AREAS:

- a. Signs and other documents may be posted only in places approved by the Board.
- b. Walkways, parking areas and roadways are for the appropriate use of pedestrians and vehicles. Using recreational equipment such as roller blades, skates, scooters, and skateboards or playing in these areas is not permitted.

- c. Owners or occupants may not decorate or landscape any entrance, hallway, planting area, or lanai appurtenant to their apartment except in accordance with standards established by the Board or specific plans approved in writing by the Board.
- d. Owners or occupants may not change and/or destroy the existing common area landscaping.
- e. Any additions or appendages to the buildings and lanais, such as TV antennae, flag poles, clothes lines, air conditioners, fences, sunscreen shades, wall signs, etc. are prohibited without the written consent of the Board of Directors.
- f. All refuse, garbage, trash and recycling must be placed in the provided containers.
- g. Nothing shall be thrown from lanais, windows, or entrances.
- h. Fireworks are not allowed to be possessed or used anywhere on the premises.
- i. Smoking is strictly prohibited in any common area or limited common area.
- j. Objects such as rugs, screens, etc. shall not be beaten, shaken or cleaned in any common area except where management may allow.
- k. Only exterior screen/security doors and windows as approved by the Board of Directors may be installed in individual units.
- l. Chairs, lounges and tables are available on a first-come first-serve basis and may not be reserved with a towel or other object if the chair or lounge is left unattended more than 1 hour. Any towels or other items left on the chairs, lounges or tables for more than one hour will be removed by the Resident Manager and placed inside the fenced pool area.

ENTRANCES:

- m. In compliance with fire codes and revised Hawaii laws, furniture, packages, bicycles and other objects may not be stored in or obstruct transit in common areas such as stairways, walkways and stairwells.

LANAIS:

- n. The intent of the House Rules pertaining to lanais is to ensure that the outer appearance of the complex is uniform. Objects placed on a lanai which are in conflict with this objective shall be in violation of these House Rules.
- o. Apartment owners are responsible for the care and maintenance of their lanais but may not paint or otherwise alter the walls and ceiling without the prior written approval of the Board of Directors.
- p. Clearing of lanais shall be performed in a manner that does not allow any water to run onto the face of the building or onto the lanais below.
- q. Only outdoor rust proof furniture is allowed on lanais.

- r. Nothing shall be hung from windows or from lanai railings. Wet swimwear and towels may be dried on standing/wall racks and lanai chairs, however dripping water shall not be allowed to run and drip on the lower level lanais.
- s. Plants on lanais must be properly maintained to avoid damaging other lanais, building walls, etc. from water and soil.
- t. Surfboards, bicycles, tricycles, exercise equipment, and sporting goods shall be stored inside the units. Boogie boards, folding chairs and coolers may be stored on lanais in an orderly manner when the unit is occupied by an owner, resident, or guest.
- u. Any change in a lanai floor covering or finish shall require the written approval by the Board of Directors.
- v. Nothing shall be attached in any manner to the lanai floor or lanai ceiling including, but not limited to, hooks or electrical fixtures.
- w. A small light fixture may be attached to the east wall of the lanai, subject to the prior approval of the Board of Directors as to the type of fixture, wattage, location and aesthetic appearance.

5. POOL USE

There is no lifeguard on duty.

Persons using pool facilities, beach and ocean do so at their own risk and liability.

- a. The pool is for the exclusive use of apartment occupants and their guests.
- b. Pool Hours are 9:00 am until ~~8:30~~^{10:00} pm. People using the pool after 7:00 pm shall refrain from making loud noise.
- c. Showers must be taken and all sand, dirt or oil must be removed before entering the pool.
- d. Individuals suffering from a disease or infection generally accepted by the medical community as communicable through casual contact may not use the pool.
- e. Parents and/or guardians are responsible for the safety and conduct of their children. No children under the age of 14 may utilize the pool without adult supervision.
- f. Nude bathing is not permitted.
- g. Non-toilet-trained children or other people with an incontinent condition must wear rubber pants or swim diapers which will prevent all leakage when using the pool.
- h. Running, diving and loud pool games which disturb others are not allowed and violators will be asked to stop such activities or leave the pool area.
- i. Non-registered guests must be accompanied by owners, tenants or registered guests when using the pool. More than two non-registered guests per apartment must have the approval of the Resident Manager before entering the pool area.
- j. Management is not responsible for articles which are lost, damaged, or stolen.
- k. Radios, scuba equipment, polystyrene foam items, solid floats, boards or similar items are not allowed in the pool or pool area. Plastic inflatable flotation safety devices (not mats) and clean exercise belts or vests are permitted. Snorkel equipment, floats and noodles are allowed in the pool at the discretion of the Resident Manager.
- l. Only drinks in plastic containers or cans are allowed in the pool area. No glass, polystyrene foam, food, or gum is allowed.

- m. Chairs and tables are available on a first-come first-serve basis and may not be reserved with a towel or other object if the chair or lounge is left unattended over 60 minutes.
- n. Pool furniture shall remain the pool area. If pool furniture is rearranged, it must be lifted and not dragged to avoid damage to lounges and pool deck.
- o. Management reserves the right to exclude any and all persons from the use of the pool.

8. NOISE AND NUISANCES

Quiet Time is between 10:00 pm and 8:00 am.

- a. Please remember that all sounds, especially those at night and early mornings, carry easily throughout the complex and will disturb your neighbors. Please be considerate.
- b. No nuisance shall be allowed in the Project nor shall any use or practice be allowed which is improper or offensive in the reasonable opinion of the Board or in violation of the Declarations, By-Laws, Resolutions or these Rules and Regulations or which unreasonably interferes with or is an unreasonable annoyance to the peaceful possession or proper use of the Project by other apartment owners or occupants.
- c. Residents and other occupants of the apartments and their employees shall avoid unreasonably excessive noise of any kind at any time and shall not cause or permit any unreasonably disturbing noise or objectionable odors to emanate from their apartments.
- d. No occupants shall make or permit loud noises in their apartment or anywhere on the premises nor do anything to interfere with the rights and comfort of their neighbors.
- e. Electronic, acoustical or other devices that produce sound shall be played at levels so as to avoid disturbing neighbors at all times. The use of such items is permitted only inside the apartments, unless headphones are worn.
- f. Excessive noise of any kind, including but not limited to noisy vehicles, motorcycles, and mopeds, is strictly prohibited. Any such excessive noise should be reported to the Resident Manager who will take appropriate action.
- g. All construction noise shall be limited to the hours between 8:00 am and 6:00 pm. Construction crews working in units being renovated or remodeled will be informed of this rule upon registering with the Resident Manager.
- h. The use of profane or abusive language will not be tolerated within the Project. Any person using such language shall leave the common elements of the Project upon the request of the Managing Agent, Resident Manager or other employee or representative of the Board or the Association.

7. PARKING AREAS

Only one parking space is allowed per apartment.

- a. All vehicles left in the parking lot overnight must be registered with the Resident Manager.
- b. Bicycles, mopeds, and motor bikes may only be parked in specified areas as directed by the Resident Manager.
- c. No commercial or industrial type trucks, boats, campers, trailers or unsightly or dilapidated vehicles are allowed overnight in the parking area or elsewhere on the premises.

- d. Vehicles without proper motor vehicle registration, or those not in drivable condition, shall be tagged and given 48 hours notice to correct. If not corrected, the vehicle may be towed away at the owner's expense.
- e. Vehicle maintenance and repairs on the premises are prohibited except in an emergency. Changing oil is not permitted at any time.
- f. Vehicles may not be parked or left unattended in the driveway or loading areas.

8. BUILDING MODIFICATIONS

- a. No structural changes of any type shall be permitted either within or without an apartment except as permitted by the Declaration or by written consent of the Board of Directors.
- b. No signs, signals or lettering shall be inscribed or exposed on any part of the buildings or the exterior door of any apartment (other than the apartment number and a small "no shoes" sign), nor shall anything be projected out of any window or off any lanai.
- c. No projections shall extend through any door or window opening into any corridor or beyond the exterior face of the buildings.
- d. Every apartment owner from time to time and at all times shall perform promptly maintenance and alteration work within his apartment, or any limited common elements appurtenant to his apartment, the omission of which would adversely affect any common element or any other apartment, and shall be responsible for all loss and damage caused by his failure to do so.
- e. All repairs of internal installations within each apartment, including but not limited to telephone, doors, windows, lamps, and all other accessories belonging to such apartment, including interior walls and partitions and the inner finished surfaces of the perimeter walls, floors, and ceilings of such apartment shall be at the apartment owner's expense.
- f. No apartment owner or occupant shall install any wiring or other device for telephone installations, television, machines, or other equipment or appurtenances on the exterior of or protruding through the walls, windows or roof thereof.
- g. Air conditioning units are forbidden, except with the express written consent of the Board of Directors.
- h. Nothing shall be allowed, done, or kept in any apartment or common element which will overload or impair the floors, lanais, walls or roofs of the building, or cause any increase in the ordinary premium rates or the cancellation or invalidation of any insurance maintained by or for the Board or the Association with respect thereto, nor shall any noxious or offensive activity or nuisance be made or suffered thereon.
- i. No awnings or other projections shall be attached to the lanais or outside buildings or the exterior of any door without the prior consent in writing of the Board consistent with the provisions in the governing documents and in Chapter 514B, Hawaii Revised Statutes.
- j. No rugs or other objects shall be dusted or shaken from lanais or windows of the Project or cleaned by beating or sweeping on any hallways, walkways or other exterior part of the Project.
- k. Except as permitted by the Declaration By-Laws or Resolutions, no alteration or addition to either an apartment or the common elements may be made.

9. EMPLOYEES OF THE ASSOCIATION

- a. Employees of the Association are not available on a 24-hour daily basis, and much of their work time must be devoted to maintenance, upkeep and repair of the common areas. Accordingly, and in the common interest, every owner, occupant or guest is to do his part and to use his influence on all members of his household to do their part towards abating unsightliness within the Project to the fullest practicable extent.
- b. Employees of the Association are under the sole direction of the Managing Agent and/or the President of the Board, and during the prescribed hours of work they shall in no case be diverted to the private business or employment of any owner, occupant, tenant or guest.
- c. No employee shall be asked by an owner, occupant, tenant or guest to leave the common elements.
- d. Cleaning and maintenance of individually-owned apartments, and limited common elements appurtenant thereto, including all private entries, lanais and windows, is a responsibility of the respective apartment owners, occupants, tenants or guests.

10. HAZARDS

- a. The parking areas or other common elements (other than specifically designated recreational areas) shall not be used for recreational activities of any kind.
- b. Unless the Board gives advance written consent in each and every instance, occupants shall not use any illumination other than electric lights or small candles, or use or permit to be brought into the buildings any flammable oils or fluids such as gasoline, kerosene, naphtha or benzene, or other explosives or other articles deemed extra hazardous to life, limb or property. Such materials must be stored and disposed of in accordance with state and federal regulations.
- c. No activity shall be engaged in and no substance introduced into or manufactured within the building which might result in violation of the law or any adverse effect on the Association's insurance including, but not limited to, the cancellation of the insurance or increase in the insurance rate on the buildings within the Project.
- d. Speeding will not be permitted within the Project. All residents and guests must obey any speed limits and other traffic and parking regulations promulgated by the Board.
- e. All residents and guests shall remain outside of any fenced, posted, or otherwise designated construction areas, and any other areas in which construction or other work is being performed.

11. GENERAL RULES AND REGULATIONS

- a. Furniture placed in common areas shall be for use in those specific areas and must not be moved there-from or placed on individual owners lanais.
- b. No solicitation or canvassing for goods or services or religious, political or social causes shall be permitted at the Project. Solicitation of proxies or distribution of materials related to Association matters is permitted by Owners on the common elements provided such solicitation occurs at a reasonable time, place and manner.

- c. Owners, tenants and other long-term occupants shall file their name, address and phone number and signature with the Managing Agent upon purchasing and/or taking occupancy of an apartment, and shall furnish the Board and/or the Managing Agent with such other reasonable information as shall be requested from time to time.
- d. Each apartment owner shall observe and perform these Rules and Regulation and ensure that his family, occupants, tenants, guests, employees and any other persons using the Project on their behalf, also observe and comply with the Declaration, By-Laws, Resolutions and these Rules and Regulations. Apartment owners will be responsible for the observance of all Rules and Regulations as set forth herein by their family, occupants, tenants, guests, employees and any other persons using the Project on their behalf. In the event expenses are incurred due to violations of these Rules and Regulations by any such person or persons for whom an apartment owner is responsible, the apartment owner shall pay for such expenses, including reasonable attorney's fees.
- e. To facilitate the right of access provided by the Declaration, By-Laws and Resolutions to the Managing Agent, Resident Manager or the Board, each apartment owner shall furnish the Board, Managing Agent or Resident Manager with keys to locked entrances to the owners apartment, and shall promptly furnish new keys when and if such locks are supplemented or changed. Any new or modified lock shall be compatible with the master keys used by authorized employees. No entrances to an apartment shall be barred by a sliding bolt or other device, which renders access, by such keys difficult or impossible.
- f. If any key or keys are entrusted by an apartment owner, tenant or occupant (or by his agent, servant, employee or guest) to an employee of the Association except pursuant to the provisions of this paragraph, whether for such apartment, or an automobile or other item of personal property, the delivery of the key shall be at the sole risk of such apartment owner, tenant, occupant, agent, servant, employee or guest, and neither the Board nor the Association Resident Manager or the Managing Agent shall be liable for injury, loss or damage of any nature whatsoever directly or indirectly resulting therefrom or connected therewith. Each apartment owner, tenant, occupant and guest shall assume full responsibility for protecting his apartment and the contents thereof from theft, robbery, pilferage, vandalism, and other loss.
- g. If the immediate service of the County of Maui Police Department, the Fire Department, the Paramedics, an Ambulance or Doctor is required, the desired agency or person should be called directly. Telephone numbers for such services are available from the Managing Agent or Resident Manager. Any emergency, particularly such emergencies as flooding, fire and theft, should be brought to the immediate attention of the Managing Agent or Resident Manager.

12. VIOLATIONS OF THESE RULES

Reporting Violations and Damages

- a. All corrective actions regarding violations of the Rules and Regulations and damages to the common elements or common areas will be enforced by the Board and should be reported promptly to the Board, Resident Manager or Managing Agent.
- b. Damages to common elements or common areas shall be surveyed by the Board, Resident Manager or Managing Agent at the direction of the Board and the cost of repair or replacement and any legal fees incurred may be assessed by the Board against the person or persons responsible, including, but not limited to, any apartment owner for damages caused directly or indirectly by his family, occupants, tenants, guests, employees and any other persons using the Project on their behalf.

The Violation of Any of These Rules and Regulations Shall Give the Board, Resident Manager, Managing Agent or Their Agents the Right to:

- c. Enter the apartment in which, or as to which, such violation or breach exists and to summarily abate and remove, at the expense of the defaulting apartment owner (whether or not caused by the apartment owner or by any person for whose conduct the apartment owner may be responsible), any structure, thing or condition that may exist therein contrary to the intent and meaning of the provisions hereof and the Board, Resident Manager or Managing Agent shall not thereby be deemed guilty in any manner of trespass; and/or
- d. Enjoin, abate, or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any proceedings, either at law or in equity, the continuance of any such breach, and all costs thereof, including attorneys' fees, shall be borne by the defaulting apartment owner (whether or not caused by the apartment owner or by any person for whose conduct the apartment owner may be responsible).

Enforcement/Fines:

- e. Each owner, occupant or any other person using the project shall comply strictly with these House Rules. If, in the opinion of the Board of Directors, any owner, occupant or other person fails to comply with the provisions herein, the Resident Manager or the Managing Agent will provide the violator with written notice thereof. The Board may establish specific conditions and penalties for certain infractions. In the absence of such specific conditions, the notice of violation shall specify the violation, the time limit allowed for its correction, and the fine amount if the violation continues beyond the time limit. If the violation is not corrected to the Board's satisfaction within the time limit, the Resident Manager or Managing Agent will issue a second written notice stating that if the violation is not corrected within forty-eight (48) hours of the second notice, then a fine of up to \$50.00 will be imposed. Each day that a violation continues shall be deemed to constitute a separate incident for the purpose of this provision. (For example, if a violation continues over a period of five days, then the fine for that violation could amount to \$250.00.)
- f. If the violator(s) is in disagreement with the Notice of Violation to the House Rules or Association By-Laws, the following appeal procedure is available:
- g. After the violation fee(s) has been paid, the violator has up to ten (10) days to appeal his case in writing, addressed to the Board of Directors and sent to the Association's Managing Agent.

- h. The appeal should provide sufficient factual information (i.e., statements of witnesses, including their names and addresses, copies of relevant documents, etc.) to enable the Board to make an informed decision. The Board of Directors may require the violator to appear at a board meeting, or otherwise to provide additional information.
- i. The Board of Directors will consider the appeal at their next regularly-scheduled board meeting.
- j. The Managing Agent will notify the violator of the Board's decision within seven (7) days after the final decision of the Board.
- k. The Board may uphold, reduce, suspend, cancel and/or refund any fine after consideration of the appeal. The decision of the Board shall be final.

13. AMENDMENTS

- a. These Rules and Regulations may be amended only by a majority of the Board at any regular or special duly called meeting of the Board of Directors.
- b. At any such meeting the Board of Directors may adopt, amend or repeal any supplementary rules and regulations governing the details of the operation and use of the common elements not inconsistent with any provision of law, the Declaration, By-Laws and Resolutions of the Association.