

**ASSOCIATION OF APARTMENT OWNERS
KAUHALE MAKAI**

HOUSE RULES

Revised November 8, 2006 (*Changed rule draft)

The purpose of these House Rules is to protect all occupants from annoyance and nuisance caused by improper use of the condominium apartments and also to protect the reputation and desirability thereof by providing maximum enjoyment of the premises.

The full authority and responsibility of enforcing said rules may be delegated to a Managing Agent or Resident Manager by the Board of Directors of the Association of Apartment Owners. All occupants, tenants and their guests shall be bound by these rules and by standards of reasonable conduct whether covered by these rules or not.

I. OCCUPANCY

1. Before any persons – owner, guest, or tenant – shall occupy any apartment, they shall register at the office, giving their name and forwarding address. At such time, they shall be given a copy of the House Rules.
2. The apartments of the project shall be used only for the purpose set forth in the Declaration and for no other purpose. Occupancy is limited to not more than two (2) people per studio unit, four (4) people per one-bedroom unit, and six (6) people per two-bedroom unit. Notwithstanding anything to the contrary herein this restriction will not be applied unreasonably to limit or exclude families with children or to otherwise violate the State or Federal Fair Housing Act.
3. No livestock, poultry, rabbits, or other animals whatsoever shall be allowed, or kept, in any part of the project, except that those owners and long-term tenants living in said project on November 1, 1985, and owning and keeping a permissible pet or pets at that time shall be permitted to keep them for the remainder of the life of said pet or pets; and, in the event of the death of said pet or pets, the owners thereof shall be permitted to replace it or them in number and kind. Notwithstanding any other provision herein, visually impaired persons may keep certified seeing-eye dogs, hearing impaired persons may keep certified signal dogs and physically impaired persons may keep certified service dogs in their apartments and may utilize such dogs on the common areas as necessary to full enjoyment of the property.
4. An apartment owner or tenant shall be responsible for the conduct of his/her family, tenants or guests at all times, ensuring that their behavior is neither offensive to any occupant of the Building nor damaging to any portion of the common elements.
5. Nothing shall be allowed, done or kept in any apartment or common elements of the complex which would overload or impair the floors, walls or roofs thereof or cause any increase in expenses of the ordinary insurance rates or cancellations thereof.
6. No apartment owner, tenant, or employee of an apartment owner shall interfere with the work of any Association employee. No apartment owner (except an Association officer acting within the scope of official duties) shall give or attempt to give any instructions to an Association employee. As provided by the Hawaii Condominium Act, the failure to comply with this Rule shall be grounds for a fine imposed by the Board for damages or injunctive relief obtained in an action brought on behalf of the Association.
7. Every apartment owner or occupant shall at all times keep his/her apartment in a strictly clean and sanitary condition and observe and perform all laws, ordinances, rules, and regulations now or hereafter made by any governmental agency or the Association for the time being applicable to the use of the project. Pest control spraying is mandatory and shall be performed on no less than quarterly basis. The apartments of owners or tenants that choose to do their own pest control spraying are subject to inspection by management.
8. No illegal drug usage will be permitted anywhere on the property. Any person caught using or dealing in illegal drugs will be subject to immediate eviction.
9. None of the provisions of the project documents are intended to be in contravention of the State or Federal Fair Housing Act. The Board will at all times comply with the provisions of the Fair Housing Act when acting upon request by handicapped persons to make reasonable modifications, at their cost to apartments and or the common elements of the project if the proposed modifications are necessary for the full enjoyment of the project. The Board will also comply with the provisions of the Fair Housing Act when acting upon request by handicapped persons for exemptions from any of the

provisions of the project documents which would interfere with said handicapped person's equal opportunity to use and/or enjoyment of their apartment and/or the common elements of the project.

II. TEMPORARY OCCUPANCY

1. Subject to the terms of the By-Laws of the Association, an apartment owner may lease his/her apartment to make it available to friends, but the person or persons leasing, renting, or living in the apartment shall abide by the House Rules, and the owner shall assume responsibility for the occupants' conduct. The owners must notify the Resident Manager of the names and length of anticipated occupancy of lessees, tenants, or guests and must deliver to lessees, tenants or guests a copy of the House Rules.
2. An apartment owner shall be responsible for the conduct of his/her lessees, tenants, or guests and shall, upon request of the Board of Directors or Managing Agent, immediately abate and remove at his/her expense, any structure, thing or condition that may exist with regards to the occupancy of his/her apartment by lessees, tenants, or guests contrary to the interest and meaning of the provisions hereof; or, if the apartment owner is unable to control the conduct of the lessees, tenants or guests to conform with the interest and meaning of the provisions hereof, he/she shall, upon request of the Board of Directors or Managing Agent, immediately remove such lessees, tenants, or guests from the premises, without compensation for lost rental income or other damage resulting therefrom.
3. Owners of an apartment shall be liable for any and all debts incurred by their tenants, including, but not limited to telephone charges, fines, or damage to common elements.
4. Owners shall be responsible for designating a local agent to represent their interest if their residence is outside of Hawaii or if they will be absent from the apartment for more than 30 days. Such owners shall file with the Resident Manager their out-of-town address and telephone number and the telephone number of their agent.
5. Any tenant who has been evicted for cause from an apartment in the project may not return as a tenant to any apartment in the project for a period of five (5) years.

III. COMMON AREAS, ENTRANCES & LANAIS

1. The common stairways, walks, elevators and lobbies shall not be obstructed or used for any purpose other than ingress and egress. Loitering will not be permitted on the common area property at anytime.
2. The common area shall not be used for the purpose of posting of signs pertaining to sale or rental of any apartment. No apartment owner or occupant shall erect, place or maintain any signs, posters, or bills whatsoever, except in accordance with plans and specifications, including detailed plot plan, prepared by a licensed architect if so required by the Board and approved by the Board and a majority of apartment owners (or such larger percentage as required by law of the Declaration), including all owners of apartments thereby directly affected.
3. No apartment owner or occupant shall erect or place in the project any building or structure, including fences and walls, nor make any additions or alterations to any common elements of the project.
4. No skates, roller blades, skateboards or the like are permitted to be used on the premises. The use of bicycles and mopeds is not permitted except for ingress and egress. There is to be no ball or Frisbee playing between the Plumeria and Anthurium Buildings or in the parking area. Activities on the lawn that may cause damage to the landscape or common elements or create a disturbance are prohibited.
- *5. No glass or ceramic items may be deposited into rubbish chutes for the safety of persons in the recycling area below. Garbage should be bagged and tied.
6. An apartment owner shall be responsible for the care and maintenance of all lanais that are included in his/her apartment. Such owner may not, however, paint or otherwise decorate the walls and ceilings of the lanais without the prior approval of the same by the Board of Directors. It is intended that the exterior of the Buildings shall present a uniform appearance and, to effect that end, the Board may require the painting of the walls and ceilings of each lanai and exterior door and regulate the type and color of paint to be used. The Board is authorized to contract for the painting of all of the walls and ceilings of the lanais and exterior doors and to make payment therefore out of the maintenance fund.
7. Only appropriate furniture and small plants shall be used on lanais and any unsightly or disturbing items shall be removed upon request of the Resident Manager. These areas are not to be used for storage purposes of any kind. Appropriate banners commemorating holidays or festivals may be displayed from lanais on holidays.

8. Textile items, including towels, bathing apparel and clothing, brooms, mops, cartons, etc., shall not be placed on lanais or passages or in windows so as to be in view from outside the building or from the apartments above.
 9. All plants shall be placed in containers so as to prevent the dripping of water or soil onto their apartments or the common elements. Care should be taken in scrubbing lanais so as to prevent water from running down the exterior of the building.
 10. Nothing shall be thrown from lanais, stairwells, balconies, etc. Cigarettes and matches, especially are a fire hazard. No garments, rugs or other objects shall be hung from the lanais, windows, or facades of the project; nor shall they be dusted or shaken from the lanais or windows or cleaned by beating or sweeping on the grounds of the project.
 11. Window and lanai door coverings shall be fabric draperies, blackout draperies, or vertical blinds which shall provide a white or off-white appearance from the exterior of the building. Any other type of window or lanai covering shall have the approval of the Board of Directors.
 12. Cooking over an open flame (charcoal grill, hibachi, etc.) is not permitted in the buildings or on the lanais.
 13. All common elements of the project shall be used only for their respective purposes as designed. Any owner or occupant using common element facilities with a group of guests exceeding five (5) in number shall obtain permission from the Resident Manager before the event. Barbecue pits and tables are available on a first-come, first-served basis.
 - *14. Bicycles parked on the grounds must be registered with the resident manager, be in road-worthy condition, and parked in a bicycle rack. Bicycles stored in violation of this provision shall be subject to disposal. Bicycles shall be stored at owners' risk.
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IV. USE OF RECREATION FACILITIES

1. Use of the Recreation Facilities (swimming pool, sauna baths, showers) shall be limited to apartment owners, lessees, tenants, members of their families and guests. Non-residents shall not use the Recreation Facilities unless accompanied by a resident of the building.
2. For the purpose of these regulations, the pool area is defined as the area between the Plumeria and Anthurium Buildings from the putting green area to the shuffleboards, including barbecue area and tables.
3. The pool should not be used by anyone who is not a competent swimmer, unless such person is under the direct supervision of a competent swimmer who is capable of assisting such person in the event of an emergency.
4. All owners and occupants shall exercise extreme care about causing or permitting noise that may disturb other occupants, including without prejudice to the generality of the foregoing, noise caused by any person residing or visiting in apartments.
- *5: Pool hours are from 9:00 a.m. to 10:00 p.m. Children twelve (12) years of age or under shall be supervised or accompanied by an adult while in the enclosed pool area. Jacuzzi hours are from 4:00 p.m. until 10:00 p.m.
6. The management will not be responsible for loss or damage to any personal property. Damage to common property will be charged to the responsible party.
7. All persons using the recreation facilities do so at their own risk and sole responsibility. The Association and its agents assume no responsibility for injury or loss.
8. Residents will be held responsible for all actions of their guests. Owners or occupants must accompany their guests when in the pool or Jacuzzi and the area out to, but not including the shuffleboard court.
9. No one under the age of twelve (12) may use the Jacuzzi. No one under the age of sixteen (16) may use the sauna.
10. Swimsuits must be worn at all times in the pool or Jacuzzi. Rubber or plastic pants must be worn by babies.
11. Mats, floatation devices, snorkels, diving equipment, glass face masks, or fins may not be used in the pool or Jacuzzi.

12. All persons must shower before entering the pool, sauna or the Jacuzzi. All persons must dry off before entering the building.
13. Admission shall be refused to all persons having any communicable disease, sores, or inflamed eyes, cold, nasal or ear discharge.
14. Spouting of water and similar actions will not be permitted in the pool, Jacuzzi or sauna.
15. Running, pushing, wrestling, ball-playing, or causing undue disturbance in or about the pool will not be tolerated.
16. Food is not allowed in the enclosed area of the pool. Beverages are permitted in unbreakable or plastic containers only. No glass is permitted within the enclosed area of the pool.
17. No radios (except when used with headphones), musical instruments or electronic devices will be permitted in the pool area. All pool equipment, such as chairs, lounges, etc., must remain within the enclosed area of the pool.
18. Any person may be barred from the pool area at the discretion of the Resident Manager for violation of rules and regulations or for any other reason which, in the Resident Manager's judgment, constitutes a hazard or nuisance to others or to the management.

V. PARKING AREA

1. One parking stall is provided for each apartment. Occupants must park their vehicles within the confines of that designated stall. Should someone else be parked in your stall, call the office, who in turn will notify the towing company. No vehicle shall be parked in a parking stall if the vehicle measures more than 7.5 x 20 feet in size.
2. No mechanical repairs or maintenance shall be performed on a vehicle in the common area or any parking stalls except in an emergency; i.e., to fix a flat tire, add water or oil.
3. All vehicles parked on the premises must be registered with the front office and tagged with permits.
4. All vehicles parked on the premises must be properly licensed, registered and inspected and be maintained in proper operating condition so as not to be a hazard or a nuisance by noise, exhaust emission or appearance. Vehicles in violation of this provision will be towed at owner's expense.
5. Violators of parking regulations shall have their cars towed at their own expense and shall be held responsible for payment of the towing charge.
6. Commercial-type vehicles or motorbikes shall not be stored on the premises, nor shall boats or trailers be allowed to be parked on the premises without the Manager's permission. If this rule is broken, the vehicle will be towed away at the owner's expense.
7. Visitor parking is limited to three (3) hours and is for the exclusive use of visitors. Any owner, tenant, or lessee's vehicle parked in the designated visitors parking without the consent of the Resident Manager is subject to immediate towing at vehicle owner's expense.

VI. NOISE

- *1. Quiet hours are from 10:00 p.m. until 8:00 a.m.
2. Excessive noise of any type, including noisy vehicles, motorcycles, and motorbikes, at any time is strictly prohibited. Offending vehicles will be banned from entering the property. Excessive noise at any time should be reported to the Front Desk, Resident Manager or Security Guard for appropriate action.
3. Hold your front door so as to avoid its slamming due to the wind. When using the stairwells, do not allow the door to slam.
- *4. No construction or renovation will be permitted before 8:00 a.m. or after 5:00 p.m. Specific permission can be obtained from the Resident Manager for limited construction beyond 5:00 p.m. Permission may be revoked for noise complaints.
5. Radios, TVs, hi-fi's, must be played at reduced volume at all times.

6. When guests are leaving at night, it is requested that noise be kept to a minimum.

VII. GENERAL

1. Shuffleboard, golf, and other equipment may be checked out only by owners, tenants, or lessees and they (or the parents of minors) will be responsible for the equipment and the actions of those who use the equipment until its return.
2. All damages to the building caused by the moving or carrying of articles therein shall be paid by the owner or person in charge of such articles.
3. No pellet guns, slingshots, or firearms shall be used in any manner on or from the premises.
4. No solicitation of any type will be permitted at the project. This includes, but is not limited to: verbal solicitation of guests or owners on any of the common areas, passing out brochures or fliers, placing signs of any type on the grounds (including Open House or For Sale signs). Real estate sales people should check in at the front desk or with the Resident Manager to receive information on the "Open House" procedure. The Association and Resident Manager may post signs relating to the operation and management of the project.
5. No apartment owner shall decorate or landscape any entrance, hallway, planting area, or lanai appurtenant to his/her apartment except in accordance with standards therefore established by the Board of Directors or specific plans approved in writing by the Board.
6. No apartment owner or occupant shall, without the written approval of the Board of Directors, install any wiring for electrical or telephone installations, television antenna, machines, air conditioning units, or other equipment or appurtenances whatsoever on the exterior of the project or protruding through the walls, windows, or roof thereof.
7. No flammable oils or fluids such as gasoline, kerosene, naphtha or benzene, or other explosives or articles deemed hazardous to life or property shall be stored in any storage area or apartment unless approved by the Resident Manager.

VIII. MAINTENANCE

1. Maintenance of common elements is under the supervision of the Board of Directors, and is the responsibility of the Managing Agent or Resident Manager. Defects, damage, or deficiencies should be reported to the office. Any damage to the building or grounds caused by owners, lessees, agents or guests shall be paid by the owner of the responsible apartment causing such damage. Any damage to the property of others, or misuse of the project's facilities, of any nature or character whatsoever, shall be paid for by the owner of the apartment in which the person(s) responsible for the misuse resides or visits.
2. Maintenance of apartments, including all windows and doors, is the responsibility of the owners.

IX. VIOLATIONS

1. All House Rules violations shall be specified in writing to the Owner and Owner's agent if applicable. The owner is responsible for the conduct of the tenant, and is liable for fines imposed due to tenant's violation(s) of House Rules.
2. Consequences for violation of House Rules are as follows:
 - 1st Violation (same offense) – Warning
 - 2nd Violation (same offense) - \$50.00 fine
 - 3rd Violation (same offense) - \$100.00 fine
 - 4th Violation (same offense) – Eviction notice and fine. Fine includes the Association's attorney's fees plus consistent monthly fines until corrected.
3. Consequences for vandalism are as follows:
 - 1st Violation - \$100.00 Fine
 - 2nd Violation – Eviction notice with a \$200.00 fine plus cost of replacement or repair. It will be the decision of the Management to decide the severity of the crime. An eviction could be demanded immediately.
- *4. There is a 30-day right to appeal all violation notices. Grievances may be brought before the Board of Directors by owners or their agents through written appeal to the Board of Directors in care of the management.