

Article I: General Provisions

1.1 The following definitions apply in the interpretation and application of the house rules.

- a) "Apartment" means a physical or spatial portion of the condominium designated for separate ownership or occupancy and is more fully described in Sections 4.1 and 4.3 of the declaration. It is synonymous with the term "unit."
- b) "Apartment owner" means the person or persons owning a unit and their respective common interest. It is synonymous with the term "unit owner."
- c) "Association" means the unit owners' association under the Condominium Property Act, H.R.S. 514B-1 through 514B-163 and any amendments thereto. It refers to the Association of Apartment Owners of Kalaheo Pali Kai.
- d) "Board" means the board of directors identified in the declaration and bylaws to act on behalf of the association.
- e) "Bylaws" means the bylaws of the association and any amendments thereto.
- f) "Common elements" means all portions of a condominium, other than the units, that exist for the common use of the residents, their invitees, and their social guests, and are more fully described in Section 4.4 of the declaration.
- g) "Common interest" means the unit owners' percentage of undivided interest in the common elements associated with the units.
- h) "Condominium" means real estate, portions of which are designated for separate ownership, and the remainder of which is designated for common ownership solely by the owners of those portions.
- i) "Declaration" means the written document that creates a condominium and any amendments thereto. It refers to the Declaration of Horizontal Property Regime Kalaheo Pali Kai.
- j) "Front lanai/patio" means the portion of a unit located on the parking lot side of the unit and enclosed by a fence.
- k) "House rule" means a rule or regulation adopted, amended, or repealed by the board governing the details of the operation and use of the project.
- l) "Invitee" means a person or persons other than unit owners, tenants, or social guests, whose presence at the project is essentially business-related. Invitees include but are not limited to, contractors, sub-contractors, tradesmen, landscapers/groundskeepers, house cleaners, realtors, and delivery men.
- m) "Lessee" means an individual or individuals who rent a unit from a unit owner. It is synonymous with the term tenant.
- n) "Limited common element" means a portion of the common elements designated for the exclusive use of one or more but fewer than all the units, and is more fully described in Section 4.5 of the declaration.
- o) "Managing agent" means any person retained by the association as an independent contractor to manage the operation of the project, and is more fully described in Section 10.0 of the declaration.
- p) "Person" means an individual or individuals, firm, corporation, partnership, association, trust, or other legal entity.
- q) "Project" means a real estate condominium project.
- r) "Rear lanai" means those portions of a unit that function as balconies located on the opposite side of the unit from the parking lot.

- s) "Resident" means a unit owner and family members who occupy a unit or a tenant and family members who occupy a unit rented from a unit owner.
 - t) "Social guest" means an individual or individuals whose presence at the project is for a social purpose and is not business-related.
 - u) "Tenant" means an individual or individuals who rent a unit from a unit owner. It is synonymous with the term lessee.
 - v) "Under-unit storage area" means that portion of a unit located on the lower level of the unit that is a common element.
 - w) "Unit" is synonymous with the term apartment.
 - x) "Unit owner" is synonymous with the term apartment owner.
- 1.2 Article V, Section 4 of the bylaws provides that the board has the authority to adopt, amend, or repeal the house rules governing the details of the operation and use of the project.
- 1.3 The purposes of the house rules are:
- a) to protect the financial investments of the unit owners; and
 - b) to place reasonable conditions on the use of the units and the common elements.
- 1.4 Residents shall comply with and shall require their invitees and social guests to comply with the house rules.
- 1.5 Unit owners shall provide copies of the house rules to their tenants at the beginning of their tenancies. Copies of the house rules are available on request from the managing agent.
- 1.6 **Unit owners shall be responsible and liable for violations of the house rules by them, their family members, tenants, invitees, and social guests, and for violations of the house rules by their tenants' family members, invitees, and social guests.**

Article II: Enforcement of the House Rules

- 2.1 Except as provided in Section 3.16 of the house rules, all notices of violations shall be in writing, issued by the managing agent, and directed to unit owners. Should the identity of a tenant and/or agent of a unit owner be known and on file with the managing agent, a copy of the notice shall also be sent to the tenant and/or agent.
- 2.2 A unit owner who fails to remedy a violation within the time specified in the written notice of a violation shall be assessed a fine of not more than \$50. Failure to remedy that violation shall cause the fine to double upon issuance of each subsequent written notice to a maximum of \$1,600.
- 2.3 Continuing or repeated failures to remedy a violation can result in legal action being taken by the association against the unit owner, who shall be responsible and liable for all costs of that legal action incurred by the association, including its attorney fees.

Article III: Use of Units

- 3.1 Residents, invitees, and social guests shall not engage in any activity at the project that is unlawful or illegal, or might result in increases in the premiums, revisions to, and invalidations or cancellations of, any insurance for the project maintained by or for the association.
- 3.2 **Unit owners shall not rent their units for a shorter period than is allowed by law.**
- 3.3 Quiet hours are from 10:00 p.m. until 7:00 a.m.

3.4 Noise, including but not limited to, noise from loud conversations, pets, radios, stereos, or other sound systems, televisions, musical instruments, and motor vehicles, shall be minimized.

3.5 Construction noise caused by invitees shall be minimized.

3.6 Construction shall be limited to the hours of 8:00 a.m. to 5:00 p.m., Mondays through Fridays, except in an emergency. Construction shall not take place on Saturdays, Sundays, or legal holidays without prior board approval, except in an emergency.

3.7 Nothing shall be allowed, kept, or done in any unit that would jeopardize the soundness or safety of the project, overload or impair the floors, walls, or roofs of a unit or any adjoining unit, or affect the insurance for the project maintained by or for the association.

3.8 Consistent with the declaration, bylaws, and house rules, unit owners may alter, modify, or renovate those portions of their respective units that are not part of the common elements.

3.9 No installations, alterations, or renovations of any kind shall be made to the exterior surfaces of the units, including but not limited to, changing the color of the paint, replacing windows and window guards, replacing entry-way doors, sliding glass doors, or screen doors, replacing or repairing walkways, or installing awnings, air conditioners, satellite dishes, or solar panels, without prior written board approval.

3.10 No installations, alterations, or renovations of any kind shall be made that affect common elements within the interior of a unit, including but not limited to, altering or renovating load-bearing walls, posts, and under-unit storage areas, without prior written board approval.

3.11 Unit owners who have written board approval for any installation, alteration, or renovation described in sub-sections 3.9 and 3.10 of the house rules shall defend, indemnify, and hold the association harmless for any damage caused by the installation, alteration, or renovation, and shall provide the board with a signed agreement to that effect on a form provided by the board.

3.12 Residents and social guests shall not drape or hang laundry, rugs, or other similar items over the front lanai/patio fences or the rear lanai railings. These items may be hung only within the front lanai/patio enclosures so that they are not visible from the parking lot or walkways. Any clotheslines installed for that purpose shall not cause damage to any exterior surface.

3.13 Personal property, including but not limited to, furniture, toys, bicycles and tricycles, surfboards, and kayaks, shall be kept or stored within the units or within the front lanai/patio enclosures. Any personal property stored within the front lanai/patio enclosures shall not be visible from the parking lot or walkways except that shade umbrellas may protrude to a reasonable extent above the fences enclosing the front lanais/patios.

3.14 Use of electric or propane operated barbecues and grills is allowed on the upper rear lanais off the living/dining areas of the units, provided they are not positioned under the roof and provided further that a functional fire extinguisher is located within five feet of the barbecue or grill when in use.

3.15 Use of wood-burning devices, including but not limited to, charcoal or wood-burning grills, hibachis, and smokers, is only allowed on the front lanais/patios, provided they are at least seven feet from the unit itself and provided further that a functional fire extinguisher is located within five feet of the wood-burning device when in use.

3.16 Should a resident violate the provisions of sub-sections 3.14 or 3.15, upon being notified of it, which notice need not be in writing, the resident shall take **immediate** action to remedy the violation. Failure to take immediate remedial action can result in the unit owner being fined.

3.17 Dogs, cats, and other household pets shall be kept within residents' units. Pets shall not be allowed in the common elements except when on a leash, which may not exceed eight feet in length. Residents shall not tether their pets and leave them unattended anywhere in the common elements. Residents shall immediately clean up any feces from their pets in the common elements, on their front lanais/patios, rear lanais, or any other areas adjacent to any units. All pet feces shall be bagged and deposited in a dumpster.

3.18 Animals, including but not limited to, livestock and poultry, shall not be allowed or kept anywhere in the project. Residents and their social guests shall not feed any stray, wild, or feral animals anywhere in the project.

3.19 Fireworks, firecrackers, or similar products shall not be used anywhere in the project.

3.20 Paper, cardboard, or lumber shall not be stored under any units.

3.21 Flammable liquids shall not be stored within or under any units.

3.22 Residents shall not request invitees of the association, including but not limited to, contractors and their employees and the association's employees, to perform any work, unless the request is first directed to and approved by the board. Residents shall not request invitees to stop work, leave the common elements, or otherwise interrupt or interfere with them performing their duties.

Article IV: Use of Common Elements

4.1 Common elements shall be used only for the purposes for which they were designed. No person shall perform unapproved alterations, commit waste, vandalize, or engage in disruptive or disorderly behavior which limits or interferes with the proper use of the common elements by others.

4.2 Furniture, fixtures, and equipment owned by the association and located in the common elements shall not be altered or otherwise removed from their designated areas.

4.3 Residents shall not place signs of any kind on any portion of the common elements.

4.4 Residents shall not obstruct the common elements in any way.

4.5 Under-unit storage areas are common elements and shall remain accessible to the association at all times.

4.6 Landscaping of the common elements performed by unit owners shall be considered the property of the association and may be maintained, altered, or removed at the discretion of the board.

4.7 Unit-owner landscaping of the common elements shall be performed by the unit owner in a manner that prevents damage to the units, railings, supports, fences, and lanais. Maintenance of unit-owner landscaping requires that all plants be kept from contacting any unit, that liners and/or drip pans be used to prevent water damage to the wood surfaces of the units, and that cleaning under and around plants be performed to prevent the accumulation of dirt and plant debris.

4.8 The swimming pool shall be reserved for the exclusive use of the residents and their social guests. At all times, social guests shall be accompanied by their host resident when using the swimming pool. Individuals who are not competent swimmers, including but not limited to, residents, their family members, and their social guests, shall not use the swimming pool unless they are accompanied by an adult resident who is a competent swimmer. **All signs and placards posted at the swimming pool shall have the force and effect of house rules and are incorporated by reference as though fully set forth here.** No glass of any kind and no pets shall be allowed within the fenced area around the swimming pool.

4.9 Commercial use of the common elements, including but not limited to, commercial use of the swimming pool, is not allowed.

4.10 Personal toys or transportation devices, including but not limited to, skateboards, in-line skates, roller blades, wheeled shoes, scooters, and tricycles, shall not be used in the common elements. Use of bicycles is allowed in the common elements provided that such usage shall comply with Hawaii state law.

Article V: Motor Vehicles

5.1 The speed limit within the project is 15 m.p.h.

5.2 Each unit is assigned two designated parking spaces, which are limited common elements. Residents shall not park more than a total of two motor vehicles, including but not limited to, automobiles, pick-up trucks, vans, and motorcycles, at any time in the project unless prior written permission is given by a **unit owner** for another resident to use that unit owner's designated parking space. On request by the board, the written permission to use the additional parking space shall be provided to the board.

5.3 Vehicles shall not be parked to impede or prevent ready access to any entrance to or exit from the parking lots or parking spaces. Vehicles belonging to residents, their invitees, and their social guests shall not be parked anywhere in the project except in designated parking spaces. This house rule does not apply to invitees of the association.

5.4 Unit owners shall not change or cause to be changed the parking spaces assigned to their respective units unless prior written permission is sought and received from the board. All costs associated with any such approved change in parking spaces shall be paid by the unit owner.

5.5 Use of guest parking spaces shall be restricted to the social guests and invitees of residents, excluding invitees whose presence at the project is related to construction. Residents shall not use guest parking spaces for their own vehicles at any time. Parking by any social guest in a guest parking space shall not exceed two consecutive weeks. Any vehicle parked in a guest parking space for more than two consecutive weeks may be considered abandoned and may be removed by the board at the vehicle owner's expense.

5.6 A resident's assigned parking spaces may be used from 8:00 a.m. to 5:00 p.m. by construction contractors and their employees, otherwise contractors and their employees shall not park in the project. Guest parking spaces may be used short term by contractors and their employees for loading and unloading only.

5.7 Repairs of any kind to vehicles shall not take place in the project.

5.8 All vehicles belonging to residents shall be kept in good operating condition. Any oil, gas, or coolant leaking from a vehicle shall be immediately cleaned up by the resident who owns the vehicle and the vehicle shall be removed from the project until appropriate repairs are completed. The cost of repairing any resulting damage to the surface of the parking lot shall be paid by the unit owner.

5.9 Inoperable vehicles and trailers shall not be kept at the project.

Article VI: Miscellaneous Provisions

6.1 Garbage, rubbish, and other trash shall not be allowed to accumulate outside any unit and shall be disposed of only in the dumpsters provided for that purpose. All trash shall be bagged and securely tied before disposal in the dumpsters. Small cardboard boxes may be disposed of in the dumpsters.

6.2 Residents and their invitees and social guests shall not dispose of certain items in the dumpsters, including but not limited to, large cardboard boxes, hazardous waste, tires, batteries, water heaters, animal carcasses, furniture, and carpeting.

6.3 Contractors and their employees shall not dispose of construction trash in the dumpsters.

6.4 Only HI-5 recyclable items shall be disposed of in the recycling receptacles provided for that purpose. All other recyclable items shall be transported to and disposed of at County of Kauai Recycling Centers.