



**Association of Apartment Owners
of Kaanapali Alii**

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H O U S E R U L E S

Revised: August 2022



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ASSOCIATION OF APARTMENT OWNERS OF KAA NAPALI ALII

HOUSE RULES

August 2022

As provided for in the BY-LAWS of the ASSOCIATION OF APARTMENT OWNERS OF KAA NAPALI ALII, Article XIII, certain rules and regulations have been adopted and must be enforced to help insure the peace, tranquility and well-being of the KAA NAPALI ALII property (the "Property"). These rules serve as a guide to consideration for others and to the application of common sense so as to help create a friendly, pleasant, and congenial atmosphere.

It has been intended that the House Rules be relatively brief and that the Association and its Board of Directors, upon its formation and throughout its life, add to and amend these rules as deemed appropriate for the safety, cleanliness, comfort, convenience, and ultimately for the personal enjoyment of this property of all occupants, respecting the enjoyment by others.

These rules for the KAA NAPALI ALII Property supplement but do not change the obligations of owners and tenants contained in the Declaration and By-Laws for the condominium. They apply to all owners, tenants and guests living on the Property as well as members of their families and guests, and shall be enforced by the Managing Agent, and Resident Manager as an agent of the Board.

SECTION A. RULES PERTAINING TO APARTMENTS

1. **Visible Aesthetics.** Except for any items provided with the apartment by the Developer:
 - a. No awning, Venetian blinds, window guards, radio or television antenna, planters or other similar objects shall be attached to or hung from the exterior of any building or railing, or protrude through the walls, windows or ceiling thereof, including lanai's.
 - b. No notice, advertisement, bill, poster, illumination or other sign shall be inscribed or posted on or about the Property, unless approved in writing by the Board of Directors or the Managing Agent.
 - c. Nothing shall be projected from any window or lanai wall of the Property unless approved in writing by the Board of Directors or the Managing Agent.
 - d. If any owner wishes to change the draperies originally provided with the apartment, the side of all draperies or window treatments placed against the windows or doors or openings facing toward the exterior of the building shall be as nearly identical in color (beige or white).
 - e. No shoes, slippers, laundry or other articles shall be left in view at front entrances.
 - f. Doorbell buttons must have the same or similar look and color as original.
2. **Apartment Maintenance.** The repair and maintenance of apartment interiors are the responsibilities of the individual owners.
 - a. The **Rules for Homeowner Improvements and Contractors & Vendors** are hereby made a supplement to the "House Rules."
 - i. Scheduling of construction or demolition work must be approved by the Managing Agent at least seven (7) days in advance of starting the work.

- b. Termite Infestation. If termite infestation is discovered in a condominium unit, the owner is responsible to:
 - i. Verify the termite infestation with a licensed pest control contractor.
 - ii. Notify the Managing Agent of such termite infestation and provide the Managing Agent with a copy of the infestation verification.
 - iii. Take immediate steps to treat or remove any personal property woodwork containing termite infestation. If affected wood treatment is unsuccessful the piece must be removed.
 - iv. The Managing Agent is responsible to verify that the infested wood has been removed and to cause any common area woodwork with termite infestation to be removed and treated.
 - v. After removal of any infested woodwork, the owner must obtain a verification of completion of treatment to the unit by a licensed pest control contractor and a statement from same that no further evidence of termite infestation exists in that unit.
- 3. Nameplates. Nameplates and names of the owners may be displayed only in the form and at such places as are approved by the Board.
- 4. Noise.
 - a. All noises from whatever source shall be controlled so that they do not unreasonably disturb or annoy other residents of the building.
 - b. All residents shall maintain quiet between the hours of 10:00 p.m. and 7:00 a.m. daily.
 - c. No audible music is allowed at the pool, gym, or barbecue areas. Headphones only at these locations.
- 5. Emergencies.
 - a. If the immediate services of the Police Department, the Fire Department, an ambulance or doctor are required, the desired agency or person should be called directly.
 - b. Any emergency, particularly such emergencies as flooding, fire, theft, etc. or any situation that might cause damage to the common areas or an adjacent unit(s) should be brought to the immediate attention of the Manager on Duty or Security.
- 6. Deliveries.
 - a. The Managing Agent, Board of Directors, or Association are not responsible for packages or other deliveries left in halls, at doors of units or any other place not designated on the Property, nor for any personal property placed or left in or about the buildings.
 - b. Each owner or tenant shall arrange for delivery of parcels or items other than parcels or items delivered by U.S. Mail at their respective apartments, subject to Section B.5 of these rules below.
- 7. Lanais.
 - a. Lanai furnishings are subject to approval by the Board of Directors.
 - i. Furnishings must be restricted to sturdy, patio-style furniture in solid, earth tone colors (beige, tan, taupe, cream, white, silver, dark bronze).
 - ii. No furnishings or additional lighting shall be taller than rail height.
 - b. Nothing shall be attached, hung, or suspended from any wall or railing of the lanais.
 - c. With the exception of lanai floor tile, no modification of lanais will be allowed. Selection and color of lanai tile is subject to Managing Agent approval and must be in earth tones (beige, tan, taupe, cream).

- d. All plants shall be placed in containers so as to prevent the dripping of water or soil onto other apartments or the common elements.
 - e. No hanging plants, ornaments or lights are permitted.
 - f. Care should be taken in scrubbing lanais so as to prevent water from running down the exterior or the building.
 - g. Garment, rugs, mops, or other objects shall not be dusted or shaken from lanais, windows, stairways or fire escape areas of the buildings or cleaned by beating or sweeping on any exterior part of the buildings.
 - h. Dust, rubbish or litter shall not be swept or thrown from any apartment or any room of the buildings into any entry way or other parts of the premises.
 - i. Nothing shall be thrown or emptied by occupants or their guests out of windows or doors into any part of the buildings or Property.
 - j. No textile items such as towels, bathing apparel and clothing, and no brooms, mops, cartons, bicycles, surfboards, or other similar items shall be placed on lanais or passages or in windows so as to be in view from the outside of the building.
 - k. Other than protected candle light, no fires or open flame shall be permitted on any apartment lanai or common area other than area designated by Board of Directors.
 - l. Weep hole drains must be maintained and clear of debris.
8. Rubbish.
- a. Explosives or waste of an inflammable nature, and other refuse or waste materials which may create an unpleasant odor, discharge, noxious or flammable gases or vapors, or pose any hazard to health or property shall not be deposited in the garbage collection areas.
 - b. Rubbish is to be bound in reasonably sized odor reducing bundles and deposited by the residents in the garbage collection areas.
 - c. There shall be no dumping of trash or garbage between 10:00 p.m. and 8:00 a.m.
9. Guests.
- a. The apartment occupant is responsible at all times for the reasonable conduct of the occupant's guests.
 - b. Any guest who will be residing in the building should be registered with the Managing Agent.
 - c. Owners and tenants are responsible for the conduct of the tenants, guests and fellow residents of the unit and for each of their family members, employees, and any person who may use the project while on the common elements.
10. Air Conditioning.
- a. All air conditioning units must be approved by the Board of Directors prior to installation to insure that the voltage requirements are compatible with the electrical system of the Property and any noise from such units will not disturb other persons.
 - b. All air conditioners shall be equipped with appropriate drip pans to prevent the accumulation of dripping water on lanais and thus prevent the possibility of water damage or irritation to other apartments.
 - c. Air conditioner filter change. The Association of Apartment Owners pays for in-house labor and material which includes AC filter change and bio tablets to drain pan three times per fiscal year. Fan coil motors are currently under warranty through November 2026. Any other AC issues, repairs, and services are the responsibility of the owner.

SECTION B. COMMON ELEMENTS AND LIMITED COMMON ELEMENTS

1. Soliciting. No charitable or commercial soliciting for sales of goods and services, or religious or political activities shall be permitted in the Property unless approved by the Board of Directors.
2. Surfboards and Bicycles. Surfboards and bicycles shall be stored only in the racks and storage areas provided on the Property grounds. Only owners may take covered surfboards into apartments. The Temporary Surfboard Rack is to be used by owners and guests ONLY while in-house. All surfboards stored will be the owner's risk of loss.

Surfboard Racks. The Association has constructed two surfboard racks for use by owners and guests of the Kaanapali Alii. The "Temporary Surfboard Rack" is intended for use by in-house owners, their guests, and long-term renters of the Kaanapali Alii without charge. The "Permanent Surfboard Rack" is provided as an added convenience for those owners wishing to store their boards on-site, at a cost of \$200.00 per slot, per year. Following are the rules applying to each rack:

- a. Temporary Surfboard Rack (located behind poolside restrooms)
 - i. To be used only by owners, owners' guests, and renting guests during their stay at the Kaanapali Alii.
 - ii. Owners/guests assume full responsibility for their boards.
 - iii. Boards left in the Temporary Storage Rack beyond the stay of owners will be removed by Security to the Permanent Surfboard Rack storage facility and the owner will be charged accordingly.
 - b. Permanent Surfboard Rack (located behind the Administration Building)
 - i. For the use of Kaanapali Alii owners only.
 - ii. Slots available on a first come – first serve basis.
 - iii. An annual storage fee will be paid in advance of \$200 per slot, assessed for the first two slots per unit, increased to \$300 per slot for additional boards, with a limit of 4 boards per unit, and will run for twelve consecutive months, beginning September 1 or the beginning of the fiscal year.
 - iv. Payment will be due upon initial rental of the slot and will be non-refundable.
 - v. A liability waiver will be required from all owners using the facility.
 - vi. Owners will be responsible for storing and removing their boards from the locker. Security will provide access to the locker and both Security and the owner will sign boards in and out.
 - vii. Friend of owner access will be provided to the locker with owner's written consent for each occurrence.
3. Skates, Skate Boards, Roller Blades and Bicycles. Skates, skate boards, roller blades, bicycles, and similar items may not be used on the walkways or roadways of the property. They are not allowed anywhere in Kaanapali Resort.
 4. Hammocks. Hammocks, hammock swings or similar are not allowed on property.
 5. Moving.
 - a. Move in and moving of large items shall be coordinated through the Managing Agent.
 - b. Any damage to the building caused by moving of furniture, fixtures, inventory or personal effects shall be repaired at the expense of the owners on whose behalf such moving is being done. Owners may be assessed for labor to install elevator pads for protection during non-delivery days.

6. Protection of Common Areas. Furniture, furnishings and equipment for the common elements have been provided for the safety, comfort and convenience of all residents and guests of the residential apartments and therefore, shall not be altered, extended, removed or transferred to other areas without permission from the Managing Agent.
7. Damages. Each apartment owner or tenant shall be held responsible for any damage or destruction to any common or limited common elements caused by himself/herself, his/her family member, his/her guests, or employees or any other occupants of his/her apartment.
8. Access. The grounds, walkways, stairways, elevators, building entrances, driveways and other similar common elements shall be used strictly for ingress and egress (See Section B, 11, q.) from the parking and apartment areas and must be at all times kept free from obstructions.
9. Litter. Waste receptacles are provided for use in the common elements. No construction waste, furniture, fixtures, and/or large cardboard boxes should be disposed of in these receptacles. Arrangements should be made to remove these items from property.
10. Landscaping. None of the Property's landscaping is to be removed, picked or transplanted by any residents or guests.
11. Recreation Areas.
 - a. Use of recreation areas shall be limited to apartment owners, tenants and members of their families and guests.
 - b. Non-residents/guests shall not use the recreation areas unless accompanied by a resident of the complex.
 - c. No private functions are permitted (unless approved by the Board).
 - d. Use of the tennis court(s) shall be permitted by reservation with the Concierge for up to 24 hours in advance. Apartment owners, only, may reserve tennis courts for their own use up to 48 hours in advance.
 - e. Owners will be offered beach cabana rentals at a 50% discount with the exception of the Christmas and New Year's period, the week of Presidents' Day holiday, and Spring Break week. During these periods, owners will be offered a 20% discount which will be limited to 50% of the total cabanas available for rental.
 - f. Pool area will be closed at 9:00 p.m. for all owners, tenants and guests. The lower spa will remain open until 10:00 p.m., closing when the barbecues close. Upper spa will close at 9:00 p.m.
 - g. Barbecue area will be closed at 10:00 p.m. for all owners, tenants and guests.
 - h. Gym hours shall be from 5:00 a.m. until 10:00 p.m.
 - i. Covered shoes and shirts are required to be in the fitness center.
 - j. Glassware of any type is not permitted at or around the pool area.
 - k. Children under 6 are only allowed to use the reception area of the fitness center. Children 7 and up are allowed to use fitness center facility. All children must have adult supervision while in the facility.
 - l. For their safety, children less than 5 years of age shall not be permitted in the therapy pools. Furthermore, children must be able to stand in the deepest level of the spa and keep mouth and nose passages above the waterline.
 - m. Persons who are not toilet trained or are incontinent are allowed in the main swimming pool and wading pool with a swim diaper.
 - n. No toys, water cannons, large floats, swim fins are allowed in upper or lower pools.
 - o. No application of spray sunscreen products is allowed on the pool deck or the stone walkways due to the risk of creating a slip hazard. Spraying is allowed on grassy areas. Furthermore, all spraying needs to be done well away and

downwind from other owners and guests due to the risks and irritations associated with the draft created by the spray.

- p. Water aerobics are permitted in the upper pool for one hour, Monday – Thursday, from 9:00 a.m. – 10:00 a.m.
- q. No ball throwing or throwing of any type of projectile anywhere in the common areas, e.g., Frisbee, football, baseball, golf, corn hole, darts, etc.

12. Storage Areas.

- a. The closets behind the pool area restrooms adjacent to the surfboard racks shall be used exclusively by guests for temporary storage of boogie boards, umbrellas and all incoming guests shall be informed that these items are not permitted to be taken to the units.
- b. The in-house owner storage area located near the bottom stairwell of Building Three is intended for the temporary storage of equipment such as; beach chairs, umbrellas, boogie boards, etc., while the owner is on property. Large items such as luggage, surfboards, and bicycles are not allowed in this storage.
- c. All belongings must be removed from the temporary storage area at the time of the owner's departure. Equipment remaining after the owner's departure will be removed after a period of 30 days and discarded. The owner assumes all responsibility and risk for items left in the storage area. The Association and the Managing Agent cannot be responsible.
- d. Please make sure all belongings have your name and unit number clearly printed on them.
- e. No common area may be used for temporary storage unless approved by the Managing Agent.
- f. Items can only be stored in these areas while staying in-house. This is not a permanent storage.

13. Smoking Prohibited.

Smoking is not permitted anywhere in the Project, including but not limited to within apartments, on lanais, or upon the common elements and limited common elements, except within such designated smoking areas as may be established by the Board of Directors from time to time and in strict conformance with the laws of the State of Hawai'i and the ordinances of the County of Maui and such rules and regulations as may be adopted by the Board from time to time.

The Board of Directors is not required to designate smoking areas and the designation of smoking areas by the Board of Directors shall not be deemed or construed to permit the smoking of medical cannabis in such areas except by a person having a valid registration card or certificate issued by the State Department of Health pursuant to Chapter 329, Hawai'i Revised Statutes, and Title 11, Chapter 160, Hawai'i Administrative Rules as provided in Section 514B-113, Hawai'i Revised Statutes, or any successor thereto as the same may be amended from time to time.

As used herein:

"Smoke" or "smoking" means inhaling, exhaling, burning, or carrying any lighted or heated Plant Material intended for inhalation in any manner or in any form, including but not limited to by way of cigarettes, cigars, cigarillos, cheroots, or pipes of any kind, and the use of electronic smoking devices of any kind regardless of whether such devices use any Plant Material. "Smoking" includes the use of an electronic smoking device.

"Electronic smoking device" means any electronic product that can be used to aerosolize and deliver nicotine or other substances to the person inhaling from the device, including but not limited to an electronic cigarette, electronic cigar, electronic cigarillo, electronic pipe, hookah pipe, or hookah pen.

"Plant Material" means a tobacco product or any other vegetal material intended for inhalation in any manner or in any form, including but not limited to cannabis or medical cannabis.

"Tobacco product" means any product made or derived from tobacco, that contains nicotine or other substances, and is intended for human consumption or is likely to be consumed, whether smoked, heated, chewed, absorbed, dissolved, inhaled, or ingested by any other means, including, but not limited to, a cigarette, cigar, pipe tobacco, chewing tobacco, snuff, snus (a smokeless, moist powder tobacco pouch placed under the upper lip), or an electronic smoking device.

"Cannabis" shall have the same meaning as in the Hawai'i Uniform Controlled Substances Act, Chapter 329, Hawai'i Revised Statutes, or any successor statute as the same may be amended from time to time.

"Medical cannabis" means cannabis prescribed by a physician and used for medicinal purposes by a person with a debilitating medical condition pursuant to Part IX of Chapter 329, Hawai'i Revised Statutes, or any successor statute as the same may be amended from time to time

The terms "plant material," "smoking," "smoking equipment" and "electronic smoking device" shall be construed in their broadest and most liberal sense in order to achieve the intended purpose of protecting Owners, guests, visitors and employees from unwanted exposure to fumes from tobacco or any other Plant Material and from nicotine and other hazardous substances contained in the vapor and fumes produced by electronic smoking devices.

14. Animals

No pets are permitted, except grandfathered pets that were registered with the Manager's Office as of June 27, 2008. An owner or tenant who had a registered grandfathered pet at that time can replace the pet with a similar pet upon the death of the registered pet. The replacement pet must be registered with the Manager. The Animal Policies for registered animals before June 27, 2008 are hereby made a supplement to the "House Rules."

Assistance animals and service animals that are needed because of a disability are permitted. A disability is a physical or mental impairment that substantially limits one or more major life activities

Long-term residents and their guests may have assistance animals. A long-term resident is a person who resides continuously at Kaanapali Alii for at least 6 months. An assistance animal is an animal that is needed to alleviate one or more symptoms of the person's disability. The owner of an assistance animal must make a request for a reasonable accommodation, preferably in writing. Verification by a qualified person of the disability and the need for an assistance animal shall be provided to the Board, unless both the disability and need for the assistance animal are obvious.

Short-term residents may only have service animals. A short-term resident is a person who stays at Kaanapali Alii for less than 6 continuous months. An assistance animal is a dog or miniature horse that has been individually trained to assist a disabled person. Short-term residents may not bring comfort animals, ESAs, or other animals that have not been individually trained to do work or perform tasks for them.

All animal owners shall comply with the following rules:

Animals must comply with all legal requirements pertaining to the ownership of animals, including but not limited to, leash laws and pick-up laws.

Dogs shall be licensed.

Vaccinations shall be kept up to date.

Animals shall not be kept, bred, or used at the project for any commercial purposes.

Animals shall be permitted on the common elements, provided that the animal is on a short leash or harness (6 feet or less), in a cage or transporter, or carried by someone who can control the assistance animal.

No animal shall be permitted to remain unattended on any area outside of the apartment.

Animals must be kept in the apartments and will only be allowed in the common areas of the project when in transit to and from the apartment (unless a service animal or an assistance animal is required to assist the disabled person in an area of the common elements). While in transit through the common areas, all animals must be on a short leash (no more than six feet in length) or harness, in a cage or transporter, or carried by someone who can control the assistance animal, using the shortest possible route to and from its owner's unit. Whenever possible, the animal should not occupy an enclosed space while others are present.

Animals will not be allowed to defecate and/or urinate in the landscaped areas, walkways, and other common areas of Kaanapali Alii. Other than emergencies, the animal must be taken off property to do so. The animal owner must pick up and dispose of animal waste in a sanitary manner and ensure that any animal waste is securely wrapped. Solid waste must first be securely bagged or wrapped and tied. Cat litter may not be disposed of in toilets.

The owner of any animal which causes excessive noise for an unreasonable period of time or when the owner is not present will be given a warning. The Maui County Code prohibits animal nuisances. Animal nuisances include excessive barking or noisemaking, unsanitary conditions, property damage, and unreasonable interference with the activities of other residents caused by the animal (see Sections 6.04.010 and 6.04.040.C of the Maui County Code).

If a subsequent incident occurs, the animal must be permanently removed from the project or some other measure must be taken to inhibit the noise.

The Board may require the permanent removal of an assistance animal or service animal if it is determined that the animal is a direct threat to the health and safety of other residents. The owner of the assistance animal or service animal will be given an opportunity to correct the problem. If the animal owner is not able to correct the

problem, the animal owner must permanently remove the animal from the project. The Association may impose fines as an alternative to removal of the animal. Apartment owners are responsible for the payment of the fines incurred by the occupants of their apartment.

The owner of any animal causing damage to the common areas will be given a warning and the animal owner must pay to repair or restore any damages. The animal must be removed from the project if the animal causes any subsequent damages to the common areas. The animal owner will be responsible for any actions of the animal which causes injuries to persons or their animals or damages to property. An animal owner must indemnify, hold harmless, and defend the Association from any liability, damages, judgements, or expenses (including attorneys' fees), incurred or resulting from the actions of the animal.

The Board will, upon request, make reasonable accommodations from some of the above rules, if such accommodation may be necessary to afford a disabled person to use and enjoy the project.

SECTION C. VEHICLES

1. Vehicle Registration. Residents must register their car(s) with the Managing Agent giving their name and telephone number, make of car and car license number(s) prior to taking occupancy of their apartment. Please provide a set of keys to the Administration office to be locked in the lock box. This will be for emergency access, in the event the car needs to be relocated.
2. Car Washing. Residents may not wash automobiles or motorcycles in the common areas except for within the area provided.
3. Parking Stalls. No personal items, such as lumber, furniture or crates shall be stored in the parking stalls.
4. Movement of Vehicles.
 - a. Vehicles shall travel at no more than 5 miles per hour while in the Property.
 - b. Drivers are expected to observe traffic signs for the safety of all.
5. Access. No vehicle shall be parked in such manner as to impede or prevent ready access to any entrance or to any exit from the Property by another vehicle.
6. Parking.
 - a. Cars parked in unauthorized spaces may be towed away at their owner's expense. Parking at the rear entrances of the buildings is only permitted for loading and unloading vehicles. Vehicles parked in this area in violation of the rule will be towed at the owner's expense.
 - b. Vehicles belonging to guests of the residential apartments may be parked in a vacant stall with a parking pass placed in window.
 - c. No overnight parking by residents is allowed in the visitor parking spaces.
 - d. No cars may be parked or left unattended in any driveway or other area designated as a no parking zone.
 - e. Automobiles shall be centered in parking spaces so as to prevent crowding of adjacent spaces or blocking of passages.
 - f. It is the responsibility of each apartment owner to inform his guests not to park in vacant spaces unless arrangements have been made for such use.

- g. If the violator of parking rules is a lessee, renter or guest of an owner, the owner may be held responsible for payment of any tow-away charge.
 - h. Every owner is entitled to as many parking stalls that are deeded to the unit.
- 7. Nuisance.
 - a. No major repairs to any motor vehicle, boat, surfboard, or other equipment are permitted in the Property. Repairs are major if they:
 - (i) Could result in spillage of oil.
 - (ii) Involve the removal of significant equipment from the vehicle.
 - (iii) Involve excessive noise.
 - (iv) Take more than one (1) hour to complete.
 - b. Changing of oil of a motor vehicle also shall not be permitted.
 - c. No racing of motors is permitted and all automobiles and motorcycles must be equipped with quiet mufflers.
 - d. All cars parked in the parking areas must be in operating condition with current vehicle license and safety stickers required by law.

SECTION D. GENERAL

- 1. Notice of Entry. Managing Agent will give reasonable notice (except in an emergency when no notice is necessary) to the owner or tenant. Residents and occupants must allow entry into apartments for necessary common area maintenance such as pest control, window cleaning, AC service, plumbing inspections, dryer duct service and plant care.
 - a. Employees and outside contractors, handling hazardous chemicals, hired by the Managing Agent, shall either remove outside shoes or wear protective shoe covering when entering an apartment.
 - b. No notice is required for any type of emergency.
- 2. Keys.
 - a. The Managing Agent will retain a passkey to each apartment unit for emergency use.
 - b. If an existing deadbolt apartment locks are changed, the Managing Agent must be given a duplicate key for the new lock.
 - c. In the event that residents place additional key-operated deadbolt locks on their doors, the Managing Agent should be provided with copies of these keys in sealed envelopes marked with the apartment number and the words "For Emergency Use Only." Managing Agent must approve deadbolts (color and style).
 - d. The Managing Agent is not required to give access to any apartment without the written or emailed permission of its owner.
- 3. Hazards.
 - a. Nothing shall be allowed, done or kept in any apartment unit or common areas of the Property which would overload or impair the floors, walls or roofs thereof, or cause any increase in the ordinary premium rates or the cancellation or invalidation of any insurance thereon maintained by or for the Association, nor shall any noxious or offensive activity or nuisance be made or suffered thereon.
 - b. No occupant shall use or permit to be brought into the building or common areas anything deemed extra hazardous to life, limb or property, such as gasoline, kerosene, or other combustibles of like nature, nor any gunpowder, fireworks or other explosives.
- 4. Suggestions. Complaints and suggestions regarding the Property shall be made in writing to the President of the Association, Board of Directors, or the Managing Agent.

5. Rentals.

- a. Subject to the terms of the Declaration and By-Laws of the Association, an apartment owner may lease his apartment or 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.
- b. For safety and security, owners must notify the Managing Agent of the names, length of anticipated occupancy of all occupants and must register them with the Managing Agent.
- c. Each such occupant shall in writing, on a form provided by the manager, acknowledge that he has read and understands and agrees to abide by the House Rules as they may be amended from time to time.
- d. 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 thirty (30) days. Such owner shall file with the Manager his out-of-town address and telephone number and the telephone number of their agent.
- e. An absentee owner, at his expense, should have an agent, friend or maid conduct periodic inspections of a closed apartment, assuming responsibility for the contents thereof.

6. Insurance.

Unit owners are required to obtain reasonable types of insurance to include but limited to the deductible requirements of the association and any damage not covered by association insurance such as decorations, painting, wall and floor coverings, trim, appliances, equipment and other furnishings. If the unit owner does not purchase or produce evidence of insurance requested on behalf of the board, the directors may, in good faith purchase the insurance and charge back the unit owner to cover the cost of premium.

H06 Policy must name AOA Kaanapali Alii as additionally insured.

SECTION E. VIOLATION OF HOUSE RULES

The violation of any of these House Rules or any amendments thereto shall give the Board of Directors or its agent the right to:

1. Abatement. Enter the apartment or common elements 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 and/or resident, and structure, thing or condition that may exist therein contrary to the intent and meaning of the provisions hereof and the Board of Directors or the management firm shall not thereby be deemed guilty in any manner of trespass; or,
2. Enjoinment. Enjoin, abate or remedy by appropriate legal proceeding, either at law or in equity, the continuance of any such breach and all costs thereof, including attorney's fees, shall be borne by the defaulting apartment owner and/or resident.
3. Schedule of Fines. Issue fines per Resolution adopted by the Board July 20, 2013 which are hereby made a supplement to the "House Rules".

END OF HOUSE RULES

**ASSOCIATION OF APARTMENT OWNERS
OF KAA NAPALI ALII**

ANIMAL POLICIES

For Animals Registered before June 27, 2008

A. Screening/Registration

Animal owners must complete an Animal Application/Registration form and Animal Exemption Agreement. If the animal is either a dog or a cat, a current photograph should be attached.

The Animal Policies are a supplement to the House Rules of the Association of Apartment Owners of Kaanapali Alii. A copy of the House Rules will be provided to the homeowner for review and signature.

B. Permissible Animals

Only animals registered with the Management Office before June 27, 2008 are permitted on the project.

C. Restrictions

1. Animals shall not be kept, bred or used for any commercial purpose. All animals must be spayed or neutered.
2. Animals must be confined to the animal owner's apartment, must not be allowed to roam free and may not be tied unattended in any common area. Animals in transit are to be carried, restrained by a leash or placed in an animal carrier.

Animals shall be exercised only off the premises of the buildings.

3. Persons who walk animals are responsible for immediately cleaning up after their animals, and discarding securely bagged animal droppings in the trash chutes only.

Cat litter may not be disposed of in toilets. Nor may any animal waste be dropped down trash chutes unless securely bagged.

4. Animal owners are responsible for any damage to the common elements caused by their animals. Any damage caused by cleaning chemicals or other such materials used in an attempt to remedy said damage is also the full responsibility of each animal owner.
5. No animal shall be allowed to become a nuisance or create any unreasonable disturbance. Examples of nuisance behavior, but not limited to, for the purposes of this paragraph are:

Animal Policies – Continued

C. Restrictions (*continued*)

- a. Personal injury or property damage caused by unruly behavior.
 - b. Animals that make noise continuously and/or incessantly for a period of 10 minutes or intermittently for 1/2 hour or more to the disturbance of any person at any time of day or night.
 - c. Animals in common areas that are not under the complete control of a responsible human companion, and on a short hand-held leash or in an animal carrier.
 - d. Animals that relieve themselves on walls or floors of common areas.
 - e. Animals that exhibit aggressive or vicious behavior.
 - f. Animals that are conspicuously unclean or parasite-infested.
6. Notwithstanding any other provision herein, people with visual, hearing, and physical disabilities may keep trained guide animals, signal animals or service animals, respectively, in their apartments. Further, nothing herein shall hinder full access to the apartments and the common areas by persons with disabilities.
7. Feeding, caring for, or otherwise aiding stray animals is prohibited. Injured or stray animals shall be reported to the Hawaiian Humane Society for pick up.
8. Animal owners shall indemnify the Association and hold it harmless against loss or liability of any kind arising from their animal(s).

D. Enforcement

1. Any owner, resident, guest, or managing agent personnel observing an infraction of any of these rules shall discuss the infraction in a neighborly fashion with the animal owner in an effort to secure voluntary compliance.

If the complaint is not satisfied voluntarily, it must be put in writing, signed and presented to the managing agent. If the Board is in agreement with such complaint, the animal owner will receive written notice of the violation.

If upon the first violation the problem is still unresolved, arrangements will be made for a hearing. (At the Board's discretion, immediate arrangements for a hearing may be made if the nature of the complaint involves personal injury or the imminent threat thereof.) The Board of Directors may require the permanent removal of any animal, if such animal is determined by the Board to be a nuisance or a danger to the complex and its residents.

If so determined, the animal owner will have 30 days to remove the animal from the premises, provided that if the Board determines that the animal is a dangerous animal, the animal shall be removed immediately. The Board of Directors also has the authority to assess and collect fines for violations of the house rules pertaining to animals and to assess and collect amounts necessary to repair or replace damaged areas or objects.

ASSOCIATION OF APARTMENT OWNERS OF KAA NAPALI ALII

SCHEDULE OF FINES

The following policy shall apply to all apartment owners, occupants, and other users of the project:

I. LATE FEE

Maintenance fees are due on the 1st day of each month and are considered late if received after the 15th day of the month. A \$10.00 late fee will be charged if received after the 15th of the month, plus interest at 1% per month on any unpaid balance from the original due date of the assessment.

II. FINE SYSTEM

A written citation will be delivered to both the apartment owner and violator notifying them of the violation. An immediate fine may be imposed if it is a serious violation, which affects the value or safety of the project or the use, enjoyment, safety or health or any resident, or the House Rules provide that an immediate fine may be imposed for this particular violation. If the Managing Agent determines that the violation may be corrected, the written citation shall state a date to correct the violation.

If the Managing Agent determines that a violation may warrant a fine, the citation or a subsequent notice shall be issued informing them of the amount of the proposed fine in an amount of \$25 for the first infraction, \$50 for the second infraction, \$100 for the third infraction, and an ongoing infraction of the same offense thereafter will be imposed a fine of up to \$500. Fines may be assessed for each violation after an opportunity to be heard as provided below.

III. CITATIONS

Each citation issued shall briefly describe the nature of the violation; date of the violation, apartment number; and name of parties involved, if known.

The citation shall be delivered to the apartment owner who shall be jointly and severally responsible for payment of any applicable fine along with the violator.

If the owner of the apartment is not an occupant, then a copy of the citation shall also be delivered to the occupant; however, this shall not be deemed a waiver of the owner's responsibility for payment of any applicable fine.

IV. PAYMENT OF FINES AND LIABILITY

Apartment owners shall be liable for their own fines and for fines assessed against their tenants, guests, family members, agents, employees, contractors, etc. A fine must be paid to the Association within thirty (30) days of the assessment of the fine. A fine shall be deemed a common expense chargeable against the owner's apartment. The Association may file a lien against the owner's apartment for the unpaid fines and may collect the unpaid fines under the procedures provided in the Restated By-Laws for collection of delinquent assessments.

Schedule of Fines – Continued

V. APPEAL

Fines may be appealed in accordance with this section and Section 514B-104(a)(11) of the Hawaii Revised Statutes.

Failure to timely request a hearing shall result in the automatic issuance of the fine in the amount proposed on the citation and shall constitute a waiver of the right to a hearing and a loss of the right to contest the decision of the Board or Committee. However, if the fine is paid, the apartment owner may initiate a dispute resolution process or file a request for an administrative hearing pursuant to Section 514B-104(a)(11) of the Hawaii Revised Statutes.

The pendency of an appeal shall not halt the accrual of any ongoing late fees or prior fines imposed for other offenses, or the obligation of the owner and/or violator to correct the violation.

VI. HEARINGS

1. Hearings may be before the Board of Directors or a Committee of the Board. The President (or the Vice-President if the President is unavailable) is authorized by the Board to appoint two or more Board Members to serve on a Committee to hear any violation or fine.
2. Within twenty (20) days after receiving notice of the fine, an owner, occupant, or other offenders may request a hearing on the violation and the fine by delivering a written notice of appeal to the Secretary.
3. The request for hearing must contain a copy of the citation and a statement of the facts. The Board or Committee may limit the amount of time the owner or violator may have to present information. For that reason, owners and violators are strongly encouraged to also include in their request for hearing: (1) an explanation of the position of the person requesting the hearing; (2) the names and addresses of witnesses; (3) written statements from the witnesses; and (4) copies of proposed exhibits.
4. Upon receipt of a timely request for hearing, the Board or Committee shall inform the owner or violator of the date, time and location of the hearing. All appeals shall be heard at a meeting of the Board or Committee within ninety (90) days after the notice of appeal has been filed with the Secretary. The Board or Committee may continue the hearing in its sole discretion. The owner and/or violator may, but is not required to present information in person or in writing.
5. Procedure during the Hearing. The cause of the fine shall be reported in writing to the Board by the Managing Agent, if any, at the hearing, together with a statement of the facts upon which the fine was based, a copy of which shall be furnished to the appellant and filed with the Secretary at least ten (10) days before the hearing. The appellant shall then present his or her defenses, in writing, to which the Board or its designee may reply orally. The appellant or other person on the appellant's behalf may then respond, and the Board or its designee may again speak in support of the fine imposed. No further discussions, except as are allowed by the Board, in its reasonable discretion, shall be allowed.
6. Disposition on Appeal. The Board or Committee may reduce, suspend, or cancel any citation or fine after consideration of the appeal. The Board shall deliver a written decision to the appellant promptly thereafter. If a majority of the directors present vote to affirm the fine in whole or in part, the amount so affirmed shall be remitted by the appellant in full, within seven (7) days of the date that the appellant is notified of the decision of the Board.

Schedule of Fines – Continued

If less than a majority of the directors present votes in the affirmative, then the fine shall thereby be rescinded.

VII. LEGAL ACTION

In addition to fining, the Board may also take legal action to enforce the project documents, at the owner's expense.