

AOAO HALELANI VILLAGE AT PUHI

RULES AND REGULATIONS

The primary purpose of these Rules and Regulations (the "Rules") is to help protect residents of condominium apartments from annoyance and nuisance caused by improper use of the apartments and also to help protect the reputation and desirability of the Halelani Village at Puhi Project (the "Project") and to help provide enjoyment thereof. These Rules may be amended by the Board of Directors (the "Board") of the Association of Apartment Owners (the "Association"), as provided in the By-Laws of the Association.

The Board may delegate the full authority and responsibility for enforcing these Rules to a Resident Manager, if any, or to a Managing Agent. All residents shall be bound by these Rules and by standards of reasonable conduct whether or not covered by these Rules; provided, however: neither the Resident Manager, if any, the Managing Agent, nor the Board, shall be responsible for any non-compliance or violation of these Rules by residents.

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I. DEFINITIONS AND OVERVIEW

1) As used herein, the following terms shall have the meaning ascribed to them:

(a) “Apartment” shall have the same meaning herein as defined in the Declaration and/or By-Laws.

(b) “Board” and/or “Board of Directors” shall have the same meaning herein as defined in the Declaration and/or By-Laws.

(c) “Common Elements” and “Limited Common Elements” shall have the same meaning herein as defined in the Declaration and/or By-Laws, and are also referred to herein as “Common Areas” and “Limited Common Area”, respectively.

(d) “Managing Agent” shall have the same meaning herein as defined in the Declaration and/or By-Laws.

(e) “Occupant” shall mean shall mean resident Owners of Apartments in the Project and their Tenants and Residents.

(f) “Owner” shall have the same meaning herein as defined in the Declaration and/or By-Laws.

(g) “Project” shall mean the Halelani Village at Puhi condominium Project.

(h) “Residents” shall mean all persons occupying an Apartment at the Project whose names are on the ownership documents or rental or lease agreements for the Apartment, or have been staying in the Apartment regularly.

(i) “Tenants” shall mean any person renting or leasing an Apartment from an Owner, local representative, or real estate agent of an Owner.

(j) “Visitors” shall mean persons who are temporarily located on the Project for a period of time at the invitation of the Occupant including but not limited to contractors, employees, servants, agents, customers, lessees, licensees, guests, invitees, their accompanying children, and any other persons on the Project by

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their instruction, invitation, or permission. Visitors are subject to ALL of these House Rules and the By-Laws and Declaration of the Association.

2) Each Occupant shall observe and perform these Rules and ensure that its Visitors also observe and perform these Rules. Owners' will be responsible for their Occupants' and Visitors' observance of all Rules as set forth herein. In the event expenses are incurred due to violations of these Rules by Occupants and/or Visitors of an Owner, said Owner shall be responsible for payment of the same, including reasonable attorneys' fees and costs.

II. OCCUPANCY OF APARTMENTS

A. **Absentee Owner.** In accordance with State Law, an Owner who rents his apartment and resides off the island of Kauai must designate a local agent to represent his or her interests (HRS §521-43(f)). Every year, the Owner shall file with the Managing Agent the Owner's out-of-town address, and the address and telephone number of his or her local agent. **Rentals of less than 30 days are prohibited.**

B. **Registration of Occupants.** Occupants are required to register with the Managing Agent yearly in January of the new calendar year or upon purchasing and/or taking occupancy of an apartment. Registered information shall include the name, address, phone number, car license numbers, and signature, and other reasonable information as may be requested by the Board or Managing Agent from time to time. The required registration shall be filed no later than January 31st of the new calendar year. **Failure to submit annual Occupant information may result in a fine imposed to the unit.** All information is confidential.

C. **Pets.** Occupants (provided that non-Owner Occupants must obtain the written consent and agreement of the Owner to keep a pet) shall be permitted to keep in their apartments only a reasonable number of normal household pets, such as dogs, cats, aquarium fish and birds, provided that they are not kept, bred or used therein for any commercial purpose.

1. All pets (excluding aquarium fish) shall be registered with the Managing Agent. A photograph of the pet(s) (excluding aquarium fish) is required at time of registration. Any changes, modifications, deletions, or additions of pet(s) must be relayed to the Managing Agent in writing and within forty-eight (48) hours of any changes. Pet owners shall be responsible for maintaining current tags and immunization.

2. Pets will be restrained in the Occupant's Limited Common Area or in the Apartment. Pets in the Common Areas shall be on a leash, in a carrier or shall be carried by its owner. While in the Common Areas, the leash of a pet must be in the hands of its owner/handler at all times. **An Occupant will be immediately fined for loose pet(s) in Common Areas (outside**

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Apartment, yard or lanais). Board approval of kennels and large cages is required; request must be made to the Board in writing.

3. Occupants shall be responsible for all waste materials of their pets. All droppings shall be removed immediately from Common Areas, including Limited Common Areas, and disposed of in a sanitary manner on a regular basis.
4. Occupants are responsible for repainting areas dirtied by their pets. Interior and exterior fences and walls must be repainted within ten (10) days of written notice from the Association.
5. Should there be 3 (three) formal warnings regarding a pet being unreasonable in terms of noise, sanitation, smell and/or related offensiveness, the Occupant will be required to remove the animal(s) from the Project. Three warnings need not be given for dangerous or "Vicious Animals" as defined in paragraph 8 below, and the Board may require immediate and permanent removal of such animals.
6. **Assistance Animals** required for disabled Occupants and Visitors: guide dogs, signal dogs and other animals depended upon by disabled individuals (hereinafter collectively referred to as "Assistance Animals") shall be permitted at the Project, subject to all restrictions of this section C and the By-Laws, unless prohibited by the Federal Fair Housing Act and/or Chapter 515 of the Hawaii Revised Statutes. An Occupant may be given a warning and reasonable opportunity to correct an Assistance Animal causing a nuisance or unreasonable disturbance (e.g. Assistance Animal must wear a muzzle while in the Common Areas of the Project). However, the law does not require, that the Board and other Occupants tolerate an Assistance Animal that causes a direct threat to the health or safety of other Occupants, Visitors and/or employees of the Association or those that constitute a nuisance after the Assistance Animal owner was given a reasonable opportunity to correct the nuisance. In such a case, the Assistance Animal shall be promptly and permanently removed from the Project upon notice given by the Board of Directors or Managing Agent; provided however, that any such notice shall provide that before such animal must be removed, its owner shall have a reasonable time to acquire a replacement Assistant Animal unless the Board of Directors determines that such animal poses an imminent serious threat of physical harm to other Occupants, Visitors, or employees of the project Association. The Board of Directors may from time to time promulgate such rules and regulations regarding the continued keeping of service Assistance animals as the circumstances may then require or the Board of Directors may deem advisable.
7. **Feral Animals.** There will be no feeding of feral (wild) animals in any common and limited common element. Such feedings bring unwarranted problems to the community including sanitary issues, other types of pests and infestation. Domestication of feral animals will need to follow all pet policies.
8. Notwithstanding any provision in this subsection, any vicious animals (i.e., any animal that lunges at, nips, bites, scratches or otherwise threatens a

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human or another Occupant's animal) shall be immediately removed from the Project upon notice given by the Board of Directors or Managing Agent to protect persons or property.

- D. **Water Facilities.** Toilets, sinks, and other water or sewer facilities in the Project shall not be used for any purpose other than those for which they were designed. Sweepings, rubbish, rags or other articles shall not be thrown into such facilities. Any damage resulting from misuse of any toilets, sinks, or other water facilities in an Apartment shall be the sole responsibility of the Owner of such Apartment.
- E. **Use by Owner's Co-Occupants:** An apartment Owner may lease and permit occupancy of his or her Apartment, provided that said Occupants of the Apartment shall abide by these Rules, the Bylaws and the Declaration,, and the Owner shall be responsible for the conduct of all Occupants. Each Occupant shall be responsible for the conduct of his or her Visitors at all times and shall insure that their behavior is neither offensive to any Occupant of the Project nor damaging to any other Apartment or the Common Elements.
- F. **Conduct of Co-Occupants.** Every Owner shall, upon request of the resident manager, if any, the Managing Agent, or Board, immediately abate and/or remove, at his or her expense, any conduct or activity or any structure, condition or circumstance existing or taking place within or with respect to his or her Apartment by or as a result of his or her permitted Occupants that is contrary to these Rules, the Bylaws and/or the Declaration, or the spirit and intent thereof. If the Owner is unable to control the conduct of his or her permitted Occupants, the Owner shall, upon the written demand of the resident manager, if any, the Managing Agent, or Board, remove such Occupants from the Project forthwith and shall have no claim for compensation for lost rentals or any other damages whatsoever resulting from such removal.
- G. **Wading Pools:** Wading pools shall not be allowed on any upper or raised lanai. Small wading pools (no more than 6 feet in diameter and 12 inches deep) are allowed in the limited common elements of ground floor units.

III. COMMON AREAS, ENTRANCES AND LANAIS

- A. **Obstructions-Uses.** All Occupants have the equal right to use, occupy, an enjoy their respective Units, and to utilize the Common Elements that are not also designated Limited Common Elements, except as otherwise permitted or prohibited in the Declaration and/or Bylaws.

Common Areas, including the sidewalks, exterior stairways, landings and other passages shall not be obstructed or used for any purpose other than ingress and egress or other use for which the Common Areas was designed. No plants or other items may be kept on exterior stairways. Landings must be free of any and all items

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that will hinder or obstruct any *emergency entrance or exit to any unit. Common Areas, including driveways and parking stalls, are not intended for recreational activities of any kind. Occupants shall be responsible for the supervision of Co-Occupants and Visitors at all times while on the Common Areas of the Project. Occupants are responsible for the conduct of their fellow Occupants, Visitors and any other person who may use the Common Elements while on the Project. . (***Ambulance gurney must be able to clear the entrance at all times**).

B. Dusting or Shaking Objects on Common Areas. No rugs or other objects shall be dusted, shaken or cleaned on any part of the common elements (including limited common elements) or lanais. Washing or hosing off lanai areas or landings requires prior notification and permission from downstairs units. This provision is not intended to apply to the washing of vehicles as provided for elsewhere in these Rules.

C. Trash Disposal. Garbage, rubbish and other trash shall be wrapped and disposed of only in the refuse container/dumpster. (**Trash containing food shall be securely wrapped and placed in refuse containers.**)

1. Green waste shall be either recycled at the Lihue Transfer Station or placed within the provided green-waste container, not thrown into dumpster.
2. Cleaning of fish or any other matter creating a health and/or odor problem is prohibited in the Common or Limited Common Elements (parking area, driveways, walkways, stairs, etc.) and on lanais.
3. **Bulky items are to be disposed of off property at local transfer stations. Disposal of furniture, motor oil, tires or car batteries on property is subject to an immediate fine.**
4. **Corrugated cardboard boxes** must be broken down, flattened and placed in the recycle rack next to the trash bins.
5. **Failure to observe any rule(s)** posted at the trash enclosures will be subject to an immediate fine and a cost for employee remediation at their overtime rates.
6. Refuse Dumpsters, green waste dumpsters, cardboard recycling facilities and any other container intended for waste removal is for the sole purpose of waste generated within Halelani Village at Puhi Project, and is therefore limited to the sole use of Occupants only. No commercial disposal of any kind is permitted by anyone, including Halelani Village at Puhi Occupants..
7. Green waste container will be located East of the Manager's Office behind the G building next to the visitor parking area.

D. Aesthetics. No Occupant shall permit an unsightly condition to be maintained in open view from such Occupant's Apartment or the Limited Common Elements appurtenant thereto or any adjoining Common Area of the Project, and in particular, nothing shall be hung in or from windows, or from lanais, fences, exterior stairways and landings (Exception: See signs). For the purpose of this provision, "unsightly condition" includes, but is not limited to, the following: rugs;

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beach towels; litter; trash containers, except as specifically provided; broken, scarred or offensively ugly furniture; inoperative or broken vehicles, machinery or equipment or parts thereof; non-decorative gear, equipment, cans, bottles, ladders, crates or barrels; and weeds, untrimmed grass and other uncultivated plant life. No exterior shades, awnings or window guards shall be used.

1. Air Conditioner Criteria

- a. Owners wanting to install A/C units must request and obtain written permission from the Board, c/o Managing Agent.
- b. The Owner is responsible for all damages resulting from miswiring of the A/C unit. Owner is required to consult with an electrician regarding compatibility of the A/C with your existing wiring.
- c. Effective July 2008 installation of window A/C units will no longer be allowed. Portable A/C units which are contained within the unit will be permitted. Installation of window units prior to July 2008 will be grandfathered; however, when replacing A/C units, portable units only will be approved.
- d. The Occupant is responsible for the quiet operation of the A/C unit. If the Board determines that the A/C unit noise is unreasonable, it shall be removed.
- e. All inquiries and reasonable requests for deviation from these A/C rules can be presented to the Board, c/o the Managing Agent, for discussion and possible approval.

2. Curtains/Window Covering Criteria

- a. Only white, off white, drapes, curtains, vertical blinds and horizontal blinds are acceptable.
- b. Window coverings over the front door must be of a similar color. Frosted adhesive vinyl may be applied to the front door windows and the bottom section of the 2 panel windows.
- c. Neighborhood Block Watch decals may be attached to window closest to the front door in the lower corner.
- d. Owners wanting to apply window tinting must use Board approved colors. Light bronze has been approved.

3. Roll-up Lanai Blinds

- a. **White and off white roll-up blinds are permitted on front or rear lanais only.**
- b. Blinds must be kept clean and in good condition.
- c. Attachment devices must be caulked.

4. Screen Door Criteria

All screen doors must be white, either wood or aluminum, with a black or dark gray screen. White security screen doors, those with metal frames, door knobs and dead bolts, are allowed. Doors that are deemed unsightly will be cited as a violation. You need not seek approval prior to installation of a screen door that meets the above criteria.

5. Deck/Concrete Slab Criteria

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Owners desiring to build decks or construct slabs on their yard areas must submit, in writing, a request for such. (Effective: 12/01/02) Slabs will be restricted in size in order to maintain lawn areas. Permission from the Board, c/o Managing Agent must be given prior to construction. Generally, all slabs and decks must be termite treated to meet insurance requirements. All decks and slabs will be considered on a case by case basis. No deck will be built within 24" of building to allow for termite treatment or inspections. The Board may require that the Owner assume financial responsibility for repair and maintenance for any improvement or removal and provide notice of the requirement to purchasers of the agreement.

In addition, each Owner must sign a Maintenance Agreement which is intended to clearly define the owner's responsibilities concerning the deck or concrete slab and is filed with the Land Court.

6. Exterior Lighting Criteria

- a. Owners desiring exterior lighting must submit, in writing a request for such. Written permission from the Board, c/o Managing Agent must be given prior to installation.
- b. Garden lights and floodlights are generally permissible with the condition that the lights not disturb or intrude on a neighbor's privacy.
- c. Lighting fixtures and attachments must be matching of the existing paint scheme of the building.
- d. A licensed electrician should install light fixtures. Any resulting damages from improper wiring shall be the sole responsibility of the apartment Owners.
- e. Any lighting deemed offensive and intrusive shall be removed by the Owner at the request of the Board, by the Resident Manager or Managing Agent.
- f. Any exterior lighting shall be compliant with the seabird "Dark Sky" criteria of the International Dark Sky Association. Any resident violating this requirement shall bear the cost of all associated fines and legal defense fees.
- g. White or white and black jelly jar type fixtures with or without motion sensors for replacement of front and back door exterior lights.

7. Gate Criteria

- a. Occupants must request and obtain written permission from the Board to cut gates into existing fences. The request shall note proposed location and include a rough sketch. The gate shall not interfere with any Common Area, plant landscaping or neighbor.
- b. All gates must utilize termite treated lumber (if adding a gate). The gate must be painted in matching color to existing fence. Additional posts are at the expense of the Occupant. All gates will be inspected for quality and adherence to rules.
- c. The gate shall not exceed three feet in width. Hinges and latches shall be of stainless steel, and latched from the inside.
- d. Occupants shall maintain gate function and appearance to the same level

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and degree as initial installation.

- e. Gates are not to be used as part of normal traffic flow. The purpose and intent of gates is to provide for occasional access to a yard area without traversing through an apartment.
- f. Gates that are not approved and are deemed unsightly and hazardous will be sealed by either the Occupant or by maintenance persons. All costs of removing the gate will be assessed to the Occupant.
- g. Temporary folding gates may not be installed or attached to the building exteriors.
- h. Each owner who installs a gate must sign a Maintenance Agreement and have it filed with the Land Court.

8. Exterior Storage/Storage Compartments/Lanai Area Criteria

- a. Residents are allowed one (1) outside storage cabinet. Cabinets must be enclosed and match the decor and color of the paint scheme. Cabinets must be placed on the lanai and may not be attached to the building. Aluminum sheds are not allowed. Storage containers and sheds shall not impede emergency access to any home. The acceptable storage container/shed sizes are:

- Cabinet style: 6' Height, 4' Width, 3' Depth
- Deck Box: 2'6" Height, 5' Width, 2'2" Depth

A container or shed can be smaller than these dimensions. However, if a larger container/shed or an alternative location is desired it must first be approved in writing by the Board of Directors.

- b. Items stored outside must be in a neat and orderly manner. Should there be any complaints regarding outside storage of items, the Board will cite and request removal of such items. No open shelving is allowed. No stacking or storing of crates, 5-gallon tubs, boxes or garbage bags is allowed.
 - c. The items prohibited under this rule include but are not limited to: wind chimes.
 - d. Free standing water hose holder/racks only may be used.
 - e. Any additions to walls or any structure is strictly prohibited except as permitted by the Federal Communications Commission's OTARD rules. White vinyl lattice may be attached to the inside of the lanai railings to screen unsightly conditions if the screws are caulked, there is clearance underneath for drainage, and the owner provides written assurance to repair any damages and to remove the addition at the time of transfer of the Apartment. Owners are responsible to repaint as necessary.
- ## **9. Grounds: Effective July 2008 restrictions on plant types and plant heights will be imposed. Heights shall not exceed the floor level of the second floor units except for plants owned and maintained by the Association. Pruning to control the growth shall be done not less than annually.**
- a. No foliage is to touch the sides of the buildings. They should be approximately two (2) feet from the building, since termites and insects can

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- enter the building through the plants.
 - b. Do not use redwood bark chips in your yard because these will attract termites.
 - c. Drainage/grading in your yard should not have any water ponding close to the building. If this is occurring, please report it immediately to Managing Agent.
 - d. If soil is added to any area of your yard (Limited Common Area) written Board approval must first be obtained followed by a certified Termite treatment of the soil. A copy of the certification must be provided to Managing Agent. Packaged soil is acceptable without written Board approval, other types of soil may be acceptable, please contact your Managing Agent prior to purchase.
 - e. Soil cannot touch the siding or trim anywhere on the building -- Occupants must inspect the exterior of your ground floor unit, and if there are any areas where earth-to-wood contact is found, Occupants shall report it immediately to the resident manager, if any, or to the Managing Agent. You should be able to see six (6) inches of cement foundation from soil to siding around the entire building. For drainage purposes nothing shall touch the lower edge of the vinyl siding, including paving stones, cement slabs, gravel, etc. Digging is not permitted to install cement blocks unless written request is approved by the Board of Directors, and a certified Termite treatment is conducted and a copy of the certification warranty is provided to Managing Agent.
- E. Personal Property.** No items of personal property, including but not limited to bicycles, windsurfing boards, surfboards, kayaks, boats, recycling containers, ice chests, fishing equipment, toys or carriages, shall be stored, left or allowed to stand on any of the common areas, under the stairs or in the water heater closets. Articles of any kind left in any of the Common Areas will be removed at the Occupant's risk and expense at the direction of the resident manager, if any, or the Managing Agent.
- F. Signs.** No Occupant may erect, affix or place any signs (including political) or post or suffer to be posted any bills or other advertising matter in his/her Apartment visible from outside the Apartment or in front of or on the Common Elements (including fences), unless prior written approval for the same is obtained from the Board. This rule is not intended to prohibit the display of appropriate banners commemorating holidays or festivals from apartment lanais or windows. However, such displays must be removed within 5 days after the holiday or festival. Political signage may be displayed in the Occupant's windows, yard or any other limited common area of the Occupant's Apartment, but not hung from the building or outside the fences. Political signage may be displayed no earlier than 45 days prior to the election and must be removed not later than 10 days after the election. One (1) real estate sign may be displayed inside a front facing window. One (1) directional open house sign may be placed on the island

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intersection at the office. Signs may not restrict the view of drivers nor penetrate the lawn or cause damage to Common Elements.

G. No Interference. Occupants shall not interfere in any manner with the use of the Common Areas or with common facilities, fixtures or equipment. Any furniture placed in the Common Areas is for use in those specific areas and shall not be moved there from.

H. Recreation Areas. Any Occupant or his or her Visitors may use any recreational facilities of the Project, provided that each Occupant shall assume all risk of personal injury or property damage that may result from the use of said recreational facilities by themselves or their Visitors. A guest of any Occupant may use such facilities only when accompanied by such resident.

1. Recreation Center:

- a. **Eligibility:** Persons applying for recreation use must be an Occupant and present at the function. Occupants may not sign up for a relative or friend.
- b. **Making a reservation:** Advance reservations will be taken on a first come, first serve basis. Occupant should complete the form (page 1) and return it with the fee and deposit to the resident manager, if any, or Board. Cancellations occurring less than 48 hours before the event will forfeit the use fee.
- c. **Fees & Deposit:** At the time of the reservation, two separate payments will be made. \$50.00 is the rental fee and \$100.00 will be held as a deposit. After being inspected by the resident manager or Board, the \$100.00 deposit will be refunded if the recreation center is properly cleaned, left in good condition, and all rules are followed. Failure to follow rules may result in forfeiture of all or a portion of your deposit. Educational types of meetings lasting less than 4 hours need not pay the \$50.00 rental fee.
- d. **Person Capacity and Restrictions:** The maximum number of people that will be allowed in the Recreation Center is fifty (50). Nothing is to be put on the walls; decorations may be placed on the 1" x 4" molding border only. No amplified sound systems, microphones or speakers are permitted. All recreational activities shall take place within the building or inside the fenced area around the building.
- e. **Hours:** The Recreation Center is available for use from 9:00am to 9:00pm. Saturday and Sunday and from 4:00 pm to 9:00 pm weekdays. The resident manager, if any, or Board shall have sole custody and control of the Recreation Center keys at all times, and shall open and close at the reserved times. All set up and clean up shall be completed within the reserved times.
- f. **Resident's Responsibility:** The Occupant who reserved the Recreation Center is responsible for ensuring that the center is left clean and intact. It is said Resident's responsibility to report immediately to the resident manager, if any, or Board items which become broken, damaged, etc.

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Inventory will be taken after the center has been used. Any damage will be assessed at replacement value.

- g. **Parking:** Parking is only in stalls marked for visitors or on Hanalima Street. The resident manager, if any, or Board will provide a map of visitor parking stalls. Violators may be towed away or removed at the violator's expense. **OCCUPANTS ARE RESPONSIBLE FOR THEIR VISTORS' PARKING WHILE USING THE REC CENTER.**
- h. **Departure Instructions:**
 - **CLEANING:** Sweep and dust mop the entire area. Wet mop small dirty areas. Clean refrigerator, grill and counter top. Take all trash with you or throw all trash in dumpster behind the Recreation Center. Clean bathrooms thoroughly.
 - **TURN OFF** all lights and make sure charcoal is fully extinguished and removed.
 - **LOCK ALL WINDOWS & DOORS.**
- i. **Clotheslines.** No outside clotheslines or other outside clothes drying or airing facilities shall be permitted on any part of the common elements. Freestanding racks may be utilized on the lanais. **Installation and use of rollup blinds while drying is required unless the rack is not visible from the street or other units.**
- J. **Parking Areas and Driveways.**
 1. **Washing of Vehicles.** Occupants may wash their vehicles (**no commercial vehicles**) or motorcycles only in areas specifically designated for such use (**NOZZLES TO BE USED**). Users shall clean such areas before leaving. Washing of vehicles not owned by Apartment Occupants is prohibited. Those washing their vehicles may operate their radio or stereo so as to be heard no more than 10 (ten) feet from the vehicle. Car wash hours are from 8:00 AM until dark, seven days a week. **Failure to comply with these rules may result in elimination of car wash privileges or of car washing at the Project.**
 2. **Maintenance of Spaces.** Occupants shall be responsible for the cleanliness of their respective parking stalls, **including the removal of any grease build-up.** No personal items such as car parts, car jacks, lumber, crates, furniture or recreational equipment, shall be permitted to be stored in the parking stalls.
 3. **NO BOATS, TRAILERS OR ATVS ARE ALLOWED TO PARK IN ANY STALL**
 4. **Observance of Speed Limits.** Drivers shall observe all traffic signs posted on the Project, whether by the appropriate authorities of the City and County of Kauai or pursuant to the direction of the Board. **REMINDER: 10 MPH driving through HVP!!**
 5. **Parking in Proper Place.** Parking stalls are assigned to specific apartments

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for their exclusive use. **Effective July 2008, Parking shall be regulated by the issue of parking tags to Owners or to Owner's agents for use in the assigned stalls.** Vehicles parked in unauthorized stalls (which include cars not parked entirely within an assigned space) or that are parked next to the curb or in an area not specifically designated for parking may be towed away at the expense of the Owner thereof and shall be fined pursuant to the fine policy herein. Vehicles belonging to Visitors shall be parked only in the spaces designated for visitor parking. The Resident Manager, if any, or the Board shall be notified if guests are visiting for an extended period of seven (7) overnight, consecutive days or more. Occupants requiring short term accommodation should check with the resident manager, if any, or Board. Visitor stalls are for visitors only; Occupants shall not park in visitor stalls.

6. **Condition of Vehicles.** No major repairs, to automobiles, motorcycles or other motor vehicles shall be permitted in the Project. Vehicles shall not be left unattended during repairs or left on jacks overnight. No racing of motors shall be permitted and all motor vehicles shall be equipped with quiet mufflers. All vehicles parked in the Project shall be in operating condition with a current vehicle license and safety stickers as required by law.

A FINE OF \$100 PLUS THE EXPENSES FOR NECESSARY CLEANING AND DISPOSAL WILL BE IMMEDIATELY IMPOSED FOR IMPROPER DISPOSAL OF MOTOR OIL, TIRES, CAR BATTERIES, PAINT OR TOXIC CHEMICALS.

For safety reasons, no recreational activity allowed in the parking areas, stalls, driveways or sidewalks. Recreational activity is defined as, **but not limited to: powered riding instruments (not automobiles); non-motorized vehicles; bicycles; skateboards; roller blades; scooters; remote control toys; ball playing; etc.;** this list excludes items necessary for assistance. Drawing on sidewalks with chalk is not permitted.

7. **Towing of Vehicles.** The Managing Agent or resident manager, if any, is authorized to have vehicles towed away or removed, at the vehicle owner's expense, any vehicle or equipment parked, located or used in violation of these Rules, and shall not be subject to any claim for liability or damage in the exercise of such authority.

IV. NOISE, NUISANCES AND HAZARDS

- A. **Quiet Hours.** Quiet hours shall be from 10:00 PM to 8:00 AM on weekdays, 11:00 PM to 8:00 AM on weekends. During these hours, all noise shall be contained within each Occupant's apartment. Please be considerate of your neighbors at all times. Please contact KPD for assistance for domestic incidences or loud noises.

- B. **No Nuisances.** No nuisances shall be allowed on the Project and no activity or

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condition shall be allowed which is improper or offensive in the opinion of the Board or which is in violation of the By-Laws or these Rules or which unreasonably interferes with or is an unreasonable annoyance to the peaceful possession or proper use of the Project by other residents.

- C. No Disturbances.** Occupants shall not cause excessive noise of any kind and shall be considerate of other Occupants at all times. Occupants shall not cause or permit any disturbing noise or objectionable odors to emanate from their respective Apartments or lanais. Smoking inside Apartments or Limited Common Elements may be prohibited when it unreasonably interferes with the enjoyment of the Project by other Occupants.
- D. No Hazardous Activities or Materials.** No activity shall be engaged in and no substance introduced into or manufactured within any Apartment which might result in any criminal or civil violation of law or which might result in the cancellation of insurance or increase in the insurance rates for the Project. Unless the Board gives prior written approval in each and every instance, Occupants shall not use or permit to be brought into any building any flammable fluids such as oil, gasoline, kerosene, naphtha or benzene, or any explosives or articles deemed hazardous to life, limb or property. Special situation exceptions would be for emergency preparedness, like hurricanes. An emergency kit may be stored within the unit when an emergency is imminent.
- E. Removal of Items.** Any item creating a nuisance or hazard within any Apartment or the Common Elements shall be removed upon the request of the resident manager, if any, the Managing Agent, or the Board.
- F. No Fireworks.** No fireworks of any kind shall be set off in any part of the Project.
- G. Open Flame Cooking.** The County of Kauai Fire Protection Agency has updated its fire code. N.F.P.A. code 10.11.17 stipulates: no hibachi, gas-fired grill, charcoal grill or other similar devices used for cooking, heating, or any other purpose shall be used or kindled on any balcony or under any overhanging portion or within 10 feet of any structure. As a result, there are no areas in the Project where open flame cooking can be done except for the recreation area at the Manager's office.
- H. Construction Hours.** The use of power tools in homes will be limited to the hours of 9:00 am to 5:00 pm seven days a week, effective July 15, 2010.

The use of power tools outside of these hours are prohibited and is subject to violations and fines as prescribed in the House Rules.

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V. BUILDING REPAIRS AND MODIFICATIONS

- A. No structural changes of any type shall be permitted either within or without any apartment except in accordance with the Declaration, By-Laws and relevant laws. No additions or alterations to the original design of an apartment which are visible from the exterior of any building will be permitted, except in accordance with the Declaration, By-Laws and relevant laws and as provided in Subsection E below.
- B. Every Occupant shall perform promptly all maintenance and repair work for which the Occupant is responsible pursuant to the Declaration and By-Laws, including work on the lanais, walls, private driveways, parking stalls and other Limited Common Elements, or shall be responsible for all loss, damage or adverse affect to any Common Element or other Apartment caused by his or her failure or neglect to do so.
- C. It is intended that the buildings shall present a uniform appearance, and to that end, the Board may require the painting of exterior walls of all or part of any building and regulate the type and color of paint used. The Board is authorized to contract for said painting, and to make payment there for, out of the maintenance fund; in the case of Common Elements of Limited Common Elements and in the case of individual apartments, the Board shall individually charge such sums to the respective Owners.
- D. No construction, modification or repair work shall be done on any apartment or common element which will cause any increase in the premium rates or the cancellation or invalidation of any insurance policy maintained by the Association with respect thereto.
- E. Regardless of anything to the contrary in the Declaration, the Bylaws, or these House Rules, disabled Occupants shall be permitted to make reasonable modifications to their apartments and/or the Common Elements, at their expense, if the modifications are necessary to afford them an equal opportunity to use and enjoy their Apartments and/or the Common Elements; provided that any disabled Occupant wishing to make modifications or to obtain an exemption first submits a written request to the Board, and the Board consents in writing to the request. The request shall set forth the nature of the request, the specific modification or exemption being sought, the disability being accommodated, the reasons why the request is reasonable, and any other facts relevant or helpful to the Board in making a determination whether to grant the request.
- . The Board shall not unreasonably withhold or delay its consent to the request. The Board may condition its consent upon the disabled Occupant complying with the following conditions:

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1. The disabled Occupant must provide plans and specifications, including detailed plot plans, if requested, at the disabled Occupant's expense;
2. The disabled Occupant must agree to, if necessary, submit the plans and specifications to an engineer or other expert selected by the Board for review and approval, at the disabled Occupant's expense;
3. The disabled Occupant must agree to, if necessary, an inspection of the proposed additions or alterations during the course of construction and/or following completion of construction, by an engineer or other expert selected by the Board at the disabled Occupant's expense;
4. The disabled Occupant must strictly comply with all applicable laws, ordinances, and regulations of any governmental entity; and
5. The disabled occupant must obtain any necessary building permits, at the disabled Occupant's expense.

VI. GENERAL RULES AND REGULATIONS

A. Employees of the Association:

1. The Association's maintenance employees, if any, will use every effort to effectively care for the grounds of the Project.
2. Maintenance employees of the Association are under the sole direction of the resident manager, if any, or the Managing Agent; during their prescribed hours of work, such employees shall not be diverted to the private business or employment of any individual resident.
3. No Occupant may require an employee to leave the Common Elements, or interfere with an employee in the performance of their duties. Intimidation, harassment or profanity directed towards an employee in the performance of their duties will incur an immediate fine of \$100.00.
4. Cleaning of apartments, including all doors, windows and exterior glass, lanais and limited common elements, is the responsibility of the respective apartment residents.

B. **No Solicitation.** No solicitation or canvassing will be allowed in or about the common areas at any time. This prohibition shall not apply to Association matters as provided in Section 514B-123(j) of the Hawaii Revised Statutes. Solicitation pursuant to HRS §514B-123(j) shall be limited to the hours between 8 a.m. and 8 p.m.

C. **Access to Apartments.** Neither the Resident Manager, if any, nor the Managing Agent, is required to give access to an apartment, without the written permission of the resident thereof.

D. **Compliance.** Each Occupant shall observe the Declaration, By-Laws and these Rules ("Governing Documents") and endeavor to see that all Occupants also observe the Governing Documents. In the event expenses are incurred due to violations of these Governing Documents, the Owner of the apartment to whom

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the violations are attributable, whether as a result of activities of the Occupants or Visitors of the Apartment or conditions maintained therein, shall be responsible for payment of same, including reasonable attorneys' fees.

E. **Observance of Law.** Each apartment resident will at all times keep his or her apartment in a strictly clean and sanitary condition and will observe, perform and abide by all laws, ordinances, rules and regulations now or hereafter made by any governmental authority and all restrictions, covenants, conditions and provisions of the Declaration, the By-Laws, these Rules and any agreements, decisions and determinations duly made by the Association.

F. **Smart Meter Reset.** Whereas, from time to time, the Association is called upon to turn on or flip an electric breaker when a limiter is placed on it by Kauai Island Utility Cooperative (KIUC). Whereas, the Association occasionally receives multiple and excessive calls by the same residence per day, during working hours and after hours. Whereas, the Association now sees a need to limit the number of times the Association can use its resources to reset breakers during working hours and after hours.

The Association staff and/or vendor will reset electric breakers as follows:

1. The first request: The breaker will be reset at no charge.
2. The second request: A fee of \$100 will be charged to the owner of the home.
3. The third request: The association will not reset the breaker.

Occupant have the option of contacting KIUC to have their breaker reset.

VII. VIOLATIONS OF THESE RULES

A. Reporting Violations and Damages.

1. All corrective actions with respect to violations of these Rules and damages to the Common Elements will be enforced by the Board and shall be reported, **in writing**, promptly to the resident manager, if any, the Managing Agent or the Board. The cost of such corrective actions, including any legal fees of enforcement, may be recovered from the respective Owners. This provision shall not prohibit Owners from collecting fines or costs from their Apartment Occupants, but the Association shall not be involved in collecting fines from Occupants.
2. Damages to Common Elements shall be surveyed by the Board or the Managing Agent, at the direction of the Board, and the costs of repair or replacement incurred, including any legal fees of enforcement, may be assessed by the Board against the person or persons responsible, including, but not limited to, Owners or Occupants for damages caused directly or indirectly by their Visitors.

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B. Actions. Any violation of the Declaration, By-Laws, and/or these Rules shall give the Board, acting in behalf of the Association, the following rights of action, including all other actions entitled to by law:

1. TO ENTER AN APARTMENT IN WHICH, OR AS TO WHICH, SUCH VIOLATION OR BREACH EXISTS AND TO SUMMARILY ABATE AND REMOVE, AT THE EXPENSE OF THE APARTMENT OWNER IN BREACH, ANY CONDUCT OR ACTIVITY OR ANY STRUCTURE, CONDITION OR CIRCUMSTANCE EXISTING OR TAKING PLACE WITHIN OR AS TO THE APARTMENT IN VIOLATION OF THESE RULES, THE BY-LAWS OR THE DECLARATION; AND THE BOARD SHALL NOT THEREBY BE GUILTY OF ANY TRESPASS; PROVIDED, HOWEVER, THAT NOTWITHSTANDING THE FOREGOING, THE BOARD SHALL HAVE SUCH RIGHT OF ENTRY ONLY IN SUCH INSTANCES WHERE THE VIOLATION OR BREACH THREATENS AN IMMEDIATE, SUBSTANTIAL AND UNDENIABLE THREAT TO THE LIFE, LIMB OR PROPERTY OF ANY APARTMENT OWNER, MEMBER OF HIS FAMILY, TENANT, GUEST, LICENSEE OR INVITEE; OR
2. TO ENJOIN, ABATE OR REMEDY BY APPROPRIATE LEGAL PROCEEDINGS, THE CONTINUANCE OF ANY SUCH BREACH, WITH ALL COSTS THEREOF, INCLUDING ATTORNEYS' FEES, TO BE BORNE BY THE APARTMENT OWNER IN BREACH.

C. Attorneys' Fees and Costs. All costs and expenses, including reasonable attorneys' fees, incurred by or on behalf of the Association for enforcing any provision of the governing law or Governing Documents or enforcing the rules and regulations of the REC against an Owner, Occupant, or Visitor of an Owner, or any other person who may in any manner use the Project, shall be promptly paid on demand to the Association by such person or persons.

D. Violation Policy. Notice of violations of the Rules and Regulations or By-Laws shall be in writing and may be personally delivered to such Occupant, or sent to the Occupant's address, or sent to such other address as may have been designated by them in writing to the Board.

1. **General Violations**: Once a violation notice is issued, the Occupant is required to correct the violation *immediately*. Should the violation stand uncorrected, fines will ensue immediately.
2. **Structural Violations**: Structural violations which require labor and materials for corrections (such as the removal of an unauthorized storage unit, or air conditioner, etc.) will be allowed 30 days past the date of the violation notice for correction. Should the violation stand uncorrected after 30 days, fines will ensue immediately.

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E. **Fines.** An initial fine of \$50.00 may be imposed for general or structural violations

If after the next 30 days, the violations still persist: the Board of Directors will (a) send out a Notice requiring immediate remedy, (b) assessment of a \$100 fine, and (c) state that any damages not repaired, restored or corrected by the Occupant will be performed by the Association, and that the costs of repairs and legal fees, if any, will be assessed to the Owner. An Owner or violator may appeal the fine as provided in Section 4.08 of the By-Laws.

Effective January 1, 2015 the following fine policy will take effect:

The first infraction of the house rules will incur a written warning, whether by email, or by letter.

The second infraction will incur a \$100 fine.

The third infraction will incur a \$250 fine.

The fourth infraction will incur a \$500 fine.

The fifth infraction will incur a \$1,000 fine.

Thereafter, any further infractions will continue to incur fines of \$1,000 per incident and the matter will be forwarded to the Association attorney to respond and remedy, with all fees and costs for legal services to be charged to the Owner of the Apartment where the infraction originates.

The following violations will result in IMMEDIATE FINES and NO PRIOR WARNING WILL BE ISSUED

1. **IMPROPER DISPOSAL OF MOTOR OIL, TIRES, CAR BATTERIES, CAR PARTS, PAINT OR TOXIC CHEMICALS:**
\$100.00 + COST TO CLEAN AND DISPOSE OF ITEM(S)
2. **NOZZLE NOT USED TO WASH CARS**
\$100.00
3. **LOOSE PETS IN COMMON AREA/OR FAILURE TO REMOVE FECAL MATTER**
\$100.00
4. **IMPROPER DISPOSAL OF CARDBOARD, FURNITURE / BULKY ITEMS**
\$100.00
5. **FAILURE TO COMPLETE ANNUAL REGISTRATION OF UNIT**
\$100.00
6. **FIREWORKS SET OFF IN PROJECT**
\$200.00
7. **INTIMIDATION, HARASSMENT OR PROFANITY DIRECTED TOWARD AN ASSOCIATION IN THE PERFORMANCE OF THEIR DUTIES**
\$100.00.

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F. Appeals. The Board shall give a defaulting Occupant notice and an opportunity to appear at a hearing before the Board and state any reasons he or she has against a suspension or fine, unless the suspension or fine is due to the Occupant's failure to pay regular or special assessments or to pay for late charges, interest, attorneys' fees and other collection costs on such assessments. The notice must be in writing and must state: (i) the purpose of the hearing; (ii) the reasons for the suspension or fine; and (iii) the place and date of the hearing. Said notice must be deposited in the U.S. mail, addressed to the Occupant in default at least twenty-five (25) days before the scheduled hearing date. The Board's decision made after the hearing will be final, whether or not the defaulting Occupant attends. The Board must give written notice of its decision to the defaulting Occupant, which decision shall become effective within four (4) days after it is deposited in the U.S. mail addressed to the defaulting Occupant.

VIII. AMENDMENTS

These Rules may be amended pursuant to Article IV, Section 4.07 of the Bylaws.

IX. FAIR HOUSING LAWS

Notwithstanding anything to the contrary contained in the Declaration, the By-Laws, or these House Rules, the Board is authorized to grant disabled Occupants:

- A. permission to make reasonable modifications to their dwellings and/or the Common Elements at their expense (including without limitation the cost of obtaining any bonds required by the Declaration or the By-Laws), if such modifications are necessary to afford them an equal opportunity to use and enjoy their dwellings and/or Common Elements; and
- B. reasonable exemptions from the Declaration, the By-Laws and the House Rules when necessary to afford them an equal opportunity to use and enjoy their dwellings and/or Common Elements.

Those individuals applying for modifications or exemptions under this Rule shall make the request in writing where practicable. The request shall set forth the nature of the request, the specific modification or exemption being sought, the disability being accommodated, the reasons that the request is reasonable, and any other facts relevant or helpful to the Board in making a determination whether to grant the request. If the disability being requested is not readily apparent, it may also be necessary for you to provide a certification from the person's treating health care professional, mental health professional or social worker. The Board may require the owner and the Association to execute a written memorandum of understanding regarding the request. The Board meets periodically. If your request must be considered before the next Board meeting, please include information on your request explaining the need for expedited action.

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X. ACKNOWLEDGEMENT

I acknowledge that I have received the revised Rules and Regulations, effective _____ (date of revision).

Received by: _____ Date: _____

Print Name: _____ Unit Number: _____

Owner Tenant

Signature of Association Representative: _____

Print name: _____

Title: _____ Date: _____