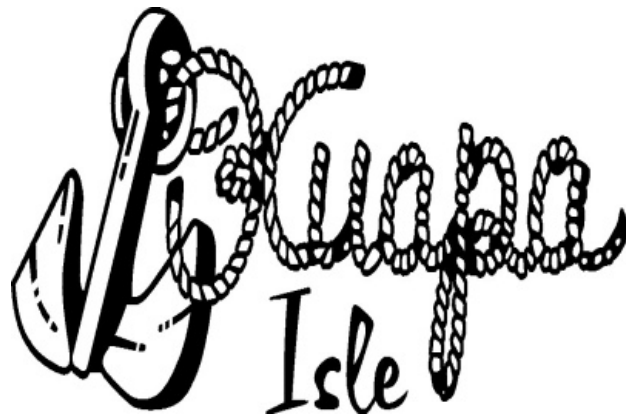


KUAPA ISLE AOAO



HOUSE RULES

Revised and Approved: November 2017

**MANAGEMENT OFFICE LOCATED AT
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HONOLULU HAWAII 96825**

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INTRODUCTION

TO: THE OWNERS AND RESIDENTS OF KUAPA ISLE AOA

THE HOUSE RULES, THE SECOND RESTATEMENT OF THE DECLARATION OF PROPERTY REGIME AND THE SECOND RESTATEMENT OF THE BY-LAWS OF THE ASSOCIATION OF APARTMENT OWNERS OF KUAPA ISLE, AS SET FORTH IN THIS BOOKLET ARE APPLICABLE TO ALL OWNERS, THEIR HOUSEHOLDS, TENANTS AND GUESTS.

Reference is made to the apartment lease as recorded in the Bureau of Conveyance and further, the Declaration of Protective Provisions as recorded in Bureau of Conveyance Book 6328, Page 357.

These Rules are deemed in the community interest and are intended to promote orderly use and peaceful enjoyment of the premises, harmonious living and the avoidance of annoyances or nuisances to the residents of Kuapa Isle. It is everyone's responsibility to preserve our reputation as a desirable community and to observe the spirit of ALOHA. Your understanding of and faithful compliance with these Rules is earnestly solicited; breaches can only lead to some form of inconvenience or distress to your neighbors and a problem for you.

If you have any questions or proposals concerning the administration or operation of Kuapa Isle, you should contact the General Manager. However, feel free at any time to bring such matters to the direct attention of the Board of Directors. In any case, matters you present will receive prompt attention.

Compliance with the Rules is essential to condominium living - there is no avoidance of that fact - and the Association requests your cooperation to the end that our living in Kuapa Isle may be a pleasant experience.

THE BOARD OF DIRECTORS

The Board of Directors of the Association of Apartment Owners of Kuapa Isle, acting pursuant to the authority vested in it by the Articles and the By-Laws of said Association, has enacted House Rules which govern the residential living of all residents of Kuapa Isle, effective July, 2007.

This update supersedes all previous editions.

The Board of Directors has delegated to the General Manager the responsibility and the authority for the enforcement of these Rules.

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POLICY STATEMENT

1. The Board of Directors of the Association of Apartment Owners of Kuapa Isle is charged with the responsibility of dutiful performance in accordance with the laws of the State of Hawaii, City and County of Honolulu and the Leasehold Agreement of Bishop Estate e.g. Kamehameha Schools. The Board desires to render fair and impartial decisions in all matters brought before it for action and consideration. All residents of Kuapa Isle are encouraged to and invited to actively participate in creating a community of harmonious relationships for the enjoyment of all family members.

2. Interpretation and Enforcement.

a. Interpretation and enforcement of these Rules shall be determined at the time of occurrence by the General Manager. Decisions of the General Manager shall be respected. Conflicting opinions may be appealed in writing to the Board of Directors.

b. These Rules shall apply to all owners, occupants, tenants and guests and shall be enforced by the General Manager with the aid and assistance of the Board of Directors of Kuapa Isle where necessary or appropriate

c. Violations of the Rules may result in legal action to abate the violation at the expense of the violator.

3. **Expenses of Enforcement.** Every apartment owner shall pay to the Association promptly on demand all costs and expenses, including reasonable attorneys' fees, incurred by or on behalf of the Association in collecting any delinquent assessments against such apartment, foreclosing its lien therefore or enforcing any provisions of the Declarations, By-Laws or these House Rules against such owner or any occupant of such apartment

4. **Non-Discrimination Policy.** Pursuant to Hawaii Revised Statutes ("HRS") Chapter 515, Title VIII of the Civil Rights Act of 1968 as amended by the Fair Housing Amendments Act of 1988 (the "Federal Fair Housing Act"), and this non-discrimination policy, the Association of Apartment Owners of Kuapa Isle ("Association") does not discriminate on the basis of race, sex, including gender identity or expression, sexual orientation, color, religion, marital status, familial status, ancestry, national origin, disability, age, or HN (human immunodeficiency virus infection) in housing or real estate transactions. It is the Association's policy to extend to all individuals the full and equal enjoyment of the facilities, privileges and services consistent with HRS Chapter 515 and the Federal Fair Housing Act. When providing services and facilities or enforcing the rules at the property, the Association will not allow any discrimination prohibited by state and federal law. In particular, the Association shall not, acting by and through its Board, employees, or authorized agents, violate HRS Chapter 515 or the Federal Fair Housing Act:

a. By refusing to make reasonable accommodations in rules, policies, practices, or services when the accommodations may be necessary to afford a person with a disability equal opportunity to use and enjoy an apartment and/or the common elements; provided that if reasonable accommodations include the use of an animal, reasonable restrictions may be imposed. See HRS §515-3(9).

b. By refusing to permit, at the expense of a person with a disability, reasonable modifications to an apartment occupied or to be occupied by the person and/or to the common elements if the modifications may be necessary to afford the person full enjoyment of the premises. See HRS §515-3(8).

If you are a person who has a physical or mental condition which substantially limits one or more of your major life activities, such as walking, seeing, hearing, breathing or caring for oneself, and you need a reasonable modification to your apartment and/or the common elements or a reasonable accommodation in order to use and enjoy your apartment and/or the common elements, please contact the Association's Board of Directors, c/o Hawaiiana Management Company, Ltd., the Association's managing agent, or c/o the Association's general manager if you have any questions.

c. By retaliating, threatening or discriminating against a person because of the exercise or enjoyment of any right granted by or protected by HRS Chapter 515 or because the person has opposed a discriminatory practice, or because the person has made a charge, filed a complaint, testified, assisted, or participated in an investigation, proceeding, or hearing under HRS Chapter 515. See HRS §515-16(a).

d. By aiding, abetting, inciting, or coercing another person to engage in a discriminatory practice prohibited by Chapter 515. See HRS §515-16(2).

e. By interfering with any person in the exercise or enjoyment of any right granted or protected by HRS Chapter 515 or with the performance of a duty or exercise of a power of the civil rights commission. See HRS §515-16(3).

f. By obstructing or preventing a person from complying with HRS Chapter 515 or an order issued pursuant to HRS Chapter 515. See HRS §515-16(4).

g. By intimidating or threatening any person engaging in activities designed to make other persons aware of, or encouraging such persons to exercise rights granted or protected by HRS Chapter 515. See HRS §515-16(5).

h. By threatening, intimidating, or interfering with persons in their enjoyment of an apartment and/or the common elements because of race, sex, including gender identity or expression, sexual orientation, color, religion, marital status, familial status, ancestry, national origin, disability, age, or HIV (human immunodeficiency virus infection) of the persons, or of visitors or associates of the persons. See HRS §515-16(6).

HOUSE RULES

ASSOCIATION OF APARTMENT OWNERS OF KUAPA ISLE

Rule 1. General.

- a.** These Rules shall apply to all owners, occupants, tenants and guests, and shall be enforced by the General Manager and/or the Board of Directors of Kuapa Isle when necessary or appropriate.
- b.** Complaints and reports of violations should be directed immediately to the Courtesy Patrol or the General Manager rather than to the violator. Notwithstanding, the Board does encourage a promotion of community and neighborhood spirit among the residents.

Rule 2. Occupancy.

- a.** All apartments of the project shall be used only for residential purposes, and no apartment shall be used as a tenement or rooming house or for or in connection with the carrying on of any trade or business whatsoever. The maximum number of residents per apartment is determined in accordance with Federal and State Statutes and State Department of Health Standards.
- b.** Every resident is expected to maintain his or her apartment in a strictly clean and sanitary condition and to maintain the privacy area in a similar fashion. All decorating and landscaping of entrance ways and privacy areas must conform to standards established by the Board of Directors and they must be submitted to the Board of Directors and receive Board approval before they are installed. Draperies, curtains, and blinds shall be maintained in a neat and attractive condition to insure a pleasant over-all appearance from the exterior of the buildings.

c. House Guest Policy

- 1)** All individuals occupying a unit at Kuapa Isle for a period of thirty (30) days or less, without compensation to the registered resident and/or owner, shall be considered a house guest during that time.
- 2)** All residents must register their house guests by completing a guest information form and delivering it to the General Manager.
- 3)** In the event a house guest's length of stay exceeds thirty (30) days, their status shall then change to that of a permanent resident, and shall be subject to the residency provisions stated herein.

Rule 3. Documents.

- a.** Owners shall furnish their tenants with copies of these rules and be responsible for their compliance herewith.
- b.** Each apartment owner must have his/her tenant, or any other person occupying the apartment with the owner's permission, sign an agreement that such person has read these rules and agrees

to abide by them with a copy of such signed agreement provided in person to the General Manager.

c. Owners shall give a copy of any lease agreement entered into with a tenant to the General Manager.

d. In the interest of safety and the general welfare of the owners and occupants, the following information shall be furnished in writing to the General Manager

- 1) Names of occupants of apartment.
- 2) Name of person to be notified in case of emergency.
- 3) License number and description of vehicles to occupy carports.
- 4) Notification prior to leaving on extended trips when apartment will not be occupied, or name of house-sitter.
- 5) Notification, in advance, prior to moving in or out of apartment.
- 6) Telephone numbers, home, business, cellular, fax and e-mail address.

Rule 4. Soliciting.

Soliciting of goods, funds, services or other similar activities shall NOT be allowed. This includes but is not limited to tracts, handouts political-religious, publicity brochures, real estate solicitations, etc. in Kuapa Isle except that such items may be sent through the U.S. mail.

Rule 5. Fishing.

Fishing from Association docks, sea walls or other common areas is authorized when it does not interfere with navigation, swimming, the intended use of these areas, or as per Rules and Regulations of Waterways of Hawaii Kai Marina Community Association. Children under ten (10) years of age must be accompanied by a person eighteen (18) years of age or older when fishing in the common area.

Rule 6. Noises and Disturbances.

a. Unreasonable noises or disturbances that annoy or interfere with the rights, comforts, and conveniences of others will not be tolerated at any time. These include but are not limited to loud radio, televisions, musical instruments, stereo, amplifiers, automobiles and other motorized vehicles, power tools, and skate boards, as well as parties, barking dogs, noisy birds, howling cats, and other disturbing conduct. Noise abatement should be practiced throughout Kuapa Isle after 10:00 PM and before 7:00 AM. See House Rule 7 for rules applicable to barking dogs.

b. Alarms that are out of control are particularly annoying. Alarm clocks, burglar alarms and car alarms need to be checked prior to long absences from the property. A responsible agent must be registered with the management office by name and contact telephone number in the event that the apartment must be entered to shut off an alarm system. An unattended vehicle whose alarm sounds continuously for more than 10 minutes is subject to towing by HPD under City and County ordinances or by the Association if the vehicle cannot be otherwise silenced.

- c. Owners are responsible for the conduct of all occupants and visitors of their apartments. Team games and/or activities which damage or disturb the common areas and/or create a disturbance are forbidden.
- d. Using fireworks in any manner in Kuapa Isle is not allowed.
- e. No fires, open flames, hibachis, grills, or smokers of any kind whatsoever are permitted in any portion of the apartment, on stair landings, or upper lanais. Hibachis, grills, or smokers are permitted in privacy areas, provided they are not less than three feet from building walls and fences, non-chemical fire starters are used, and adequate provisions are made to control smoke and flames so as not to cause hazard or annoyance to other residents.

Rule 7. Pets.

Kuapa Isle is a pet-friendly community. However, in an environment such as Kuapa Isle, where residents live in close proximity to each other and share the use of common areas, pet ownership entails specific responsibilities. The rules listed below are intended to promote the health, safety, and well-being of residents, guests and employees of Kuapa Isle, and to preserve the appearance and cleanliness of the buildings and grounds. Furthermore, the rules are meant to benefit pets, with the understanding that controlled pets may be lost or hit by cars. A pet that is a nuisance or, even worse, a danger to others does not belong in Kuapa Isle.

- a. **For the purposes of the house rules**, "pets" are defined as dogs and cats. No livestock, poultry, rabbits or other animals whatsoever shall be allowed or kept in any part of the project except that dogs, cats and other household pets in reasonable number, which has been deemed to be no more than (2) in total per the Board of Directors, may be kept by the apartment owners and occupants in their respective apartments but shall not be kept, bred or used therein for any commercial purpose. See item j and k below for specific rules regarding guide dogs, signal dogs, service dogs and other service animals
- b. Each unit is allowed a maximum of two (2) pets (dog/cat).
- c. Approval and registration forms for dogs and cats must be filed with the General Manager. Obtain these forms from the Courtesy Patrol.
- d. Dogs and cats are not allowed to roam free on the common elements of Kuapa Isle. When taken outside privacy areas, pets must be carried or be on a leash at all times. Pets found roaming will be trapped and taken to the Humane Society.
- e. Pet owners are responsible for the immediate clean-up after their pets in both common and privacy areas. Refuse is to be placed only in occupants' own garbage can or designated or pet refuse containers provided by the Association. Employees of Kuapa Isle are not responsible for this type of clean-up. Pets will be evicted from the complex if, after one warning, the owner continues to fail to clean-up after his/her pet(s) in common or privacy areas. Parents should inform their children of this rule to assure that children are responsible for cleaning up after their pets.

f. Any pet which attacks and causes injury to a person or another pet is subject to eviction from Kuapa isle in accordance with the following procedures. These procedures apply mainly to dogs but could conceivably apply to other animals as well.

- (1) If the attack is unprovoked and/or results in serious injury, the general manager has the discretion to require the owner to promptly remove the offending pet from Kuapa isle.
- (2) With full concurrence of the injured party, the party's parent or guardian (when the injured party is a minor), or the injured pet's owner, the general manager may issue a written warning to the owner of the offending pet. This warning will require the pet owner to take positive actions to prevent future incidents, such as training. It is understood that physical restraints alone will not suffice.
- (3) If a first written warning has been issued and a pet attacks a person or another pet on the premises, the general manager has the discretion to require the owner to promptly remove the offending pet from Kuapa Isle.

g. Pet owners will be responsible for paying the full cost of repairing damage to any part of buildings or grounds caused by their pets.

h. Pet owners will have full financial and other responsibility for any personal injury caused by their pets to any resident, guest, or employee of Kuapa isle, any person visiting Kuapa Isle, or any other pet residing in Kuapa Isle.

i. Any pet which is a nuisance causes unreasonable disturbance or causes damage to buildings or grounds is subject to eviction from Kuapa Isle. Dogs that bark often and/or incessantly (continuously over extended periods of time), during the day or night, degrade the quality of the neighborhood. Owners who allow their dogs bark without restraint are irresponsible neighbors. The general manager has the discretion to require than an owner remove pet that continues to be nuisance after multiple complaints from residents and unsuccessful attempts to mitigate the problem. The procedure for eviction will consist of an initial written warning, specifying actions to be taken by the owner (such as training), followed by eviction if the pet owner fails to comply.

j. Notwithstanding' anything to the contrary contained in the Declaration, By-Laws, or House Rules, certified guide dogs, signal dogs, service dogs, or other service animals upon which handicapped residents depend for assistance will be permitted to be kept in the apartments of such persons and will be allowed to walk throughout the common elements while on a leash, provided that such animals will at all times be accompanied by the residents to whom they belong or by designated responsible teenager or adult while on leash upon the common elements.

k. If certified guide dog, signal dog, service dog, or other animal depended upon by a handicapped resident to enable him/her to use and enjoy the common elements and his/her apartment creates an unreasonable disturbance or causes a nuisance, personal injury, or damage to buildings or grounds, the owner thereof will be given a reasonable opportunity to rectify the problem by measures which fall short of eviction of the animal from the Kuapa Isle. Eviction of such an animal will be required if the Board reasonably determines that less drastic alternatives have been unsuccessful. If such an animal is removed, it will be allowed to remain for a reasonable period of time while the owner attempts to find a suitable replacement animal, provided that the problem is controlled to a sufficient degree that

the continued presence of the offending service animal during that time does not constitute an unreasonable imposition upon or danger to other residents and/or pets.

Rule 8. Damage.

a. Damage to any part of the building or grounds by any owner, renter, family member thereof, or their guests shall be the responsibility of the owner, and shall be repaired or replaced by the owner at the owner's expense.

b. The cost of damage to be assessed against the owner shall be determined by the Board of Directors based on the cost of replacement or repair, or an estimated loss of intrinsic value when repair, replacement or rehabilitation is determined by the Board not to be feasible for the time being.

Rule 9. Climbing.

Climbing of trees, walls, fences, upon roofs lamp posts and other structures of the common elements, other than for approved authorized maintenance is prohibited

Rule 10. Carports

a. Carports are intended primarily for vehicles registered with the association management. Carports shall not be used for storage of boxes, lumber, or any other materials other than those listed below. The following are allowed in carports, but it is emphasized that the number of such items shall not be excessive as to present a cluttered appearance (as determined by the General Manager), and the size of large items (vehicles, boats, trailers) shall conform with Rule 11.

(1) City and County refuse and recycling bins

(2) Bicycles, tricycles, mopeds, and motorcycles

(3) Boats and trailers

(4) Jet skis and trailers

(5) Kayaks, one-man outrigger canoes, standup paddle boards, surfboards: These must be stored and secured in such a way that they do not obstruct the floor of the carport and/or present a cluttered appearance.

(6) Baby carriages and strollers

b. Major overhauling or repairing of vehicles, motorcycles, or boats shall not be allowed in carports. Major overhauling or repairing is herein defined as: any task or undertaking which presents the appearance of a repair, body or paint shop, entails an extended period of time, or presents an unsightly appearance in carports or driveways. Authorized repairs include normal preventive maintenance such as minor engine tune-up (racing engines and disturbing neighbors is prohibited), carburetor adjustment, changing of spark plugs and points, oil changing (oil and

grease shall not be allowed to spill on the carport or driveway or placed in storm drains), and charging or replacing of the battery.

c. Occupants shall be responsible for maintaining the appearance and cleanliness of their respective carports.

d. The installation and use of fluorescent lighting other than PL type compact fluorescent fixtures in carports is prohibited.

Rule 11. Parking of Motor Vehicles and Boat Operations

a. Each apartment has two (2) parking spaces designated in the Condominium Property Regime, and residents shall park their vehicles only in those spaces assigned to their apartments. Apartments that have large driveways may park additional vehicles subject to the following conditions and exceptions:

(1) The vehicles in excess of two per apartment do not infringe on any neighbor's driveway and upon their ingress and egress.

(2) The vehicles are not oversized (they fit under the carport roof).

(3) The vehicles do not create a safety hazard by blocking any neighbor's vision of the roadway when they are entering or exiting their driveway.

(4) Lunch wagons, large boats, house trailers, campers, and other large commercial vehicles will not be allowed to park on driveway aprons, in common area parking spaces, or the basketball court, except for short durations (7 days or less) for repairs with the clearance and approval of the General Manager.

b. All residents' vehicles operated, maintained, or stored on Kuapa Isle shall have a current registration and display a current safety sticker in compliance with City & County of Honolulu ordinances, except for vehicles registered with the City & County as stored vehicles. All provisions of the City & County of Honolulu traffic code apply to vehicles operating on Kuapa Isle streets except as modified in these House Rules.

c. All residents' vehicles shall be registered with Kuapa Isle. Immediately upon taking occupancy of their apartments, residents shall register their vehicle(s) with the General Manager giving their name, address, telephone number; vehicle make, model, and year. Failure to register a vehicle may result in a citation giving resident forty-eight (48) hours to register the vehicle. Failure to do so may result in not being allowed to bring the vehicle onto Kuapa Isle property. Upon registration, residents will be issued (1) parking decal per registered vehicle. The decal is to be affixed at the lower left interior of the windshield (driver's side). Decals are to be removed and destroyed upon sale, destruction, or relocation of the vehicle from Kuapa Isle.

- d.** Visitor parking stalls are for the exclusive use of visitors and not residents between the hours of 12 AM and 7 AM. Guest parking is permitted in the visitor's stalls only when a resident has obtained an overnight parking permit for the visitor from the Courtesy Patrol staff on duty.
- e.** At no time shall resident or guest vehicle parking be allowed on the street or planted areas.
- f.** Commercial vehicles shall be allowed street parking in front of apartments only while making pick-ups or deliveries. No overnight parking is allowed. No part of any vehicle will protrude from the driveway into the street.
- g.** The General Manager or Courtesy Patrol leader is authorized to cause to be towed away any vehicle or equipment in violation of these parking regulations. If the violator is a lessee, renter, or guest of an apartment owner, the vehicle owner and the owner of the apartment shall be jointly and severally responsible for payment of the towing and storage charges.
- h.** Removal of vehicles from the premises will be performed only by authorized towing services, a list of which will be permanently displayed at the Courtesy Patrol station located at the entrance to Kuapa Isle.
- i.** For the safety of all residents, automobiles, motorcycles and other motorized vehicles shall be operated on Kuapa Isle only by properly licensed persons, at speeds not to exceed ten (10) miles per hour.
- j.** Motor bikes, motor scooters, and motorized skateboards shall be operated on the streets of Kuapa Isle for the sole purpose of ingress or egress transportation. They will not be driven on grounds, sidewalks, or common areas. Violation will result in the banning of the vehicle from the common elements.
- k.** Motor and marine vehicles at Kuapa Isle shall be operated in such manner as to meet the intent of the following House Rules:
- (1) All engine-powered marine vehicles operated in the part of the marina under Kuapa Isle jurisdiction (mauka side of Club House between Opihikao Way and Opihikao Place peninsulas) shall be of such design as to exhaust combustion gases beneath the surface of the water or be sufficiently baffled as to be equally muffled (equivalent noise level).
 - (2) No engine-powered marine vehicle's power mechanism may be operated at other than engine speeds considered to be idle, either in or out of the water (specifically the Kuapa Isle marina waterway).
 - (3) No motor vehicle, marine or otherwise, shall be tuned, revved up, or in any other manner be allowed to make excessive noise so as to disturb residents of Kuapa Isle. Loud mufflers are prohibited.

(4) Hawaii Kai Marina Rules and Regulations apply to all users of the Kuapa Isle owned waterway (mauka side of Club House between Opihikao Way and Opihikao Place peninsulas) except as modified by these House Rules. This includes adhering to the "no wake rule."

Rule 12. Guests.

- a. House Guests their families and guests shall be subject to all rules and regulations of Kuapa Isle as outlined in the current House Rules, By-Laws and Declaration of Condominium Property Regime.
- b. Owners, tenants and other occupants or caretakers of apartments are responsible for their guests adherence to these rules.

Rule 13. Club House.

- a. Any abuse of facilities, furniture, or equipment by members, their children, or guests shall be charged to the resident responsible.
- b. Association property shall not be removed from the Club House.
- c. The Association takes neither responsibility for injury to those using the facilities or responsibility for any loss or damage to personal property.
- d. The Club House shall normally be open from 8:00 AM to 4:30 PM Monday through Friday excluding Holidays. During periods when it is rented, the Club House shall be reserved for the exclusive use of the sponsoring party.
- e. Bicycles, skateboards, roller skates and animals other than those relied upon by handicapped persons shall NOT be allowed in the Club House area.

f. Private Parties.

- 1) Use of the Club House for private parties is restricted to residents and their guests. Every private party must be sponsored by a resident owner or lessee who must be in attendance (on site) on the date and at the time of the function. Residents desiring use of the Club House should fill out an application with the General Manager at least seven (7) days beforehand to insure space availability for their reservation. The resident sponsor is responsible for the conduct and behavior of all those in attendance at the party and for any damage to Kuapa Isle Club House property. Use of the clubhouse for commercial use or solicitation is prohibited.
- 2) The sponsor shall be responsible for the cleaning of the Club House area. All areas must be free of trash including upper deck and/rest rooms.
- 3) Rental does not include use of swimming pool or the lawn fronting the club house.
- 4) No alcoholic beverages shall be served at teenage functions. "Teen-age" means between the ages of thirteen (13) and seventeen (17), inclusive.
- 5) Club House and surrounding area must be vacated by 10:00 PM Sunday through Thursday, and 11:00 PM Friday, Saturday, and the eve of Federal Holidays. Except New Years Eve for which closing time shall be 1:00 AM.

- 6) In the event all Club House and other guest parking spaces on Kuapa Isle are full, all overflow cars must be parked on Hawaii Kai Drive. Absolutely no parking is permitted on any street or in the unloading area in front of the Club House.
- 7) Private parties are restricted to a maximum of one hundred people in attendance.
- 8) A non-refundable fee of \$40.00 (cancellation results in forfeiture of fee) and a refundable clean-up and damage deposit of \$40.00 shall be included with the application for a private party. Excessive cleaning costs and any damage to facilities or equipment caused by the party shall be borne by the sponsoring resident.
- 9) Use of amplified music is absolutely prohibited.

g. There shall be no loitering in the Club House area at any time.

h. There shall be no diving or jumping from the Club House or bridge.

Rule 14. Swimming Pool.

a. Use of the swimming pool is restricted to residents and their guests. Regular pool hours are from 8:00 AM to 10:00 PM. The pool may be temporarily closed for cleaning, maintenance, or repair. Non registered guests must be accompanied by a resident when using the swimming pool and shower room facilities.

b. Swimming pool is used at user's own risk.

c. All children who have not yet attained their tenth (10th) birthday or persons who are unable to swim must have a parent or responsible person eighteen (18) years of age or older in attendance when in the pool. The General Manager will not assume parental responsibility for children.

d. Proper swimming apparel must be worn for swimming or sunbathing. Infants and small children not toilet trained must wear SWIM DIAPERS.

e. Showers shall be taken before entering the pool. Persons with any disease generally accepted by the medical community as communicable through casual contact shall not use the pool. Lotions, oils or ointments shall be showered off before entering or reentering the pool.

f. Glasses, bottles, metal beverage containers or sharp objects are NOT allowed on the concrete apron surrounding the pool. Non-alcoholic beverages in plastic bottles or similar containers are allowed.

g. Food items may NOT be taken into or consumed in the swimming pool area.

h. Playing of radios, tapes or other devices are prohibited unless earphones are used.

i. Screaming, yelling, pushing, roller skating, roller blading, skate boarding, bicycle riding or general horseplay of any kind in the pool or in the pool area shall be absolutely prohibited and is grounds for ejection from the pool area by the General Manager and or the Courtesy Patrol Officer on duty.

j. The pool shall not be used for washing sails or for purposes other than swimming.

k. Balls, toys, air mattresses, surfboards, Styrofoam Equipment or the like shall NOT be allowed in the pool. However, face masks, snorkels, fins and scuba equipment may be used provided a time is chosen when the pool is not too crowded with swimmers. Swimming aids defined as bubble or flotation collars and Coast Guard approved safety vests and flotation devices only shall be allowed in the pool area with proper adult supervision.

l. Keys to open the pool gate are issued by the General Manager. Only residents and house guests shall be admitted inside the pool enclosure. The key provided with a \$20.00 non-refundable deposit remains the property of the Association of Apartment Owners of Kuapa Isle. The key shall not be duplicated.

m. Pets (with the exception of animals depended upon by handicapped persons) are not allowed in the pool area at any time.

n. Bicycles, scooters, skateboards, skates or rollerblades are not allowed in the swimming pool enclosure.

o. The entrance gate to the swimming pool shall be opened only for ingress and egress. Blocking the gate open for any reason whatsoever is prohibited. Violators will be immediately evicted from the pool.

p. Swimming pool privileges shall be withdrawn from any person jumping or climbing on or over the fence to gain access to the swimming pool and anyone that repeatedly violates pool rules.

q. The pool may be closed without prior notice for chemical treatment, repair or other health and safety requirements.

Rule 15. Boat and Trailer Storage.

a. Storage spaces shall be assigned only by the General Manager and renters shall be charged a rental fee of \$25.00 per month in accordance with such schedules as the Board of Directors may from time to time establish.

b. Spaces shall NOT be transferred between residents without the permission of the General Manager.

c. Spaces shall NOT be transferred with a boat or trailer upon transfer of ownership or possession thereof.

d. Storage spaces shall be used only for boats or trailers actually owned by the Kuapa Isle resident to whom assigned. Residents may be asked by the General Manager to present evidence of boat or trailer ownership.

e. Factors which shall govern assignment of spaces in the order of their weight are as follows:

- 1)** Date of request for space which shall be submitted to the General Manager in writing.
- 2)** Suitability of space to satisfy boat or trailer size.

f. Storage spaces shall not be used for purposes of conducting a business of buying or selling boats and trailers or operating them for hire.

g. All spaces shall be kept in a neat and orderly condition by the owners or operators assigned thereto. The General Manager shall have the right to request residents to whom spaces are assigned to maintain them in a neat and orderly condition. If, after a reasonable time, such requests are not complied with, the General Manager may have the necessary work performed, and have the costs involved charged against the party to whom the space is assigned.

h. Neither the Association of Homeowners of Kuapa Isle, the General Manager, other employees of Kuapa Isle nor Managing Agent and its employees assume any responsibility for any loss, damage, theft, pilferage, or any other liability whatsoever in connection with the boat and trailer storage parking area and any equipment appurtenant thereto.

i. The Association reserves the right to sell, remove or dispose of any boat or trailer left within a parking space that becomes delinquent in rental fees for a period exceeding sixty (60) days. However, the person who has been allowed to use the space in which the stored boat or trailer is situated shall first be mailed one notice of the Association's intent to sell, remove, or dispose of the boat or trailer. Any costs connected with the sale, removal or disposal of the boat or trailer shall be deducted from the proceeds thereof, before transmittal of the proceeds to the party proving ownership. If no proceeds are obtained and costs are incurred by the Association, the person whose space the boat or trailer was in shall be liable thereof.

j. Only boats and trailers measuring no longer than twenty four feet (24) feet in length and eight (8) feet in width may be kept in the boat and trailer parking area.

k. The hoist in the boat storage yard shall be operated at the user's risk. Boat owners shall supply the necessary sling and rings when using the hoist. The hoist shall not be used for transferring boats in or out of the water unless the boat owner furnishes the Association a (hold harmless) insurance certificate from owner's liability insurance carrier. Otherwise, the hoist shall only be used to load or unload resident owned fish or equipment. Suggested load limit not to exceed two-thousand (2,000) pounds.

l. All trailers parked in the boat and trailer storage area shall be maintained in an operable condition. In addition, all trailers stored in the storage area shall be for the sole purpose of transporting or storing water vehicles (i.e. boats, barges, sailboats, canoes, and jet skis) and are subject to other conditions stipulated in the House Rules for boat yard storage spaces. Further, all trailers designed, sold, or originally built for operation on public thoroughfares shall be maintained in an operable condition and shall bear current license and inspections as prescribed by law in the State of Hawaii for operation on public highways.

Rule 16. Boat Mooring.

Each waterfront apartment has the right to moor a boat behind the apartment (including the privacy area) only and not that of their neighbors. The length of the boat shall not exceed the length of the marina frontage of the apartment. No part of a boat or its mooring devices shall extend more than twenty-five (25) ft. into the waterway.

Rule 17. Community Association Boat Dock.

- a. The Kuapa Isle community dock shall not be used for mooring of boats for a period of time longer than one hour without the permission of the General Manager.
- b. Small boats, sailboats and similar vessels shall NOT be pulled on top of the Kuapa Isle Association dock at any time.
- c. The Association boat dock area is "off limits" to children under ten (10) years of age unaccompanied by a person eighteen (18) years of age or older. Parents are responsible for the conduct and safety of their children at all times while on the boat dock.
- d. The boat dock area if used is used at the users own risk.

Rule 18. Building Alterations.

- a. Alterations of Kuapa Isle buildings and structures are restricted by Covenant 14 of lease agreements with Bishop Estate-Kamehameha Schools (the lessor). Certain limited improvements are acceptable to the lessor. The Kuapa Isle Board of Directors endeavors to fulfill its obligations to the lessor as well as to the Association through its approvals and adopted standards.
- b. The lessor requires alterations at Kuapa Isle to be of a design and construction that will improve the property, have a life expectancy equal to that of the existing structures and be in compliance with the building codes of the City & County of Honolulu.
- c. The Board of Directors has approved such improvements as docks, fences, awnings, screens, gutters and downspouts, lanai enclosures, patio roofs, sky lights and air conditioners when installed in conformance with the design and construction of the original project. Approval of solar heating installations has been given when the owners have signed indemnification agreements with the Association. Installation of T.V. satellite dishes and similar antenna devices are allowed in compliance with FCC requirements and compliance with Association rules as contained in the separate antenna guidelines available from the General Manager. An alteration request is required to determine appropriateness of the selected site prior to installation.
- d. Owners interested in making alterations should first obtain from the General Manager and fill in a "Request for Alteration Approval" form in duplicate. The completed "Request for Alteration Approval" form must be submitted to the General Manager a minimum of one (1) week prior to the regularly scheduled Board of Directors meeting. For large projects, the owner may request a consultation and approval of the concept by the Board of Directors before the owner incurs major expenses for plans and drawings. Approval of the concept will not guarantee approval of the plans submitted later. All applications will be submitted with plans and drawings that meet the permitting standards required by the City & County Building Department. The Board of Directors will carefully examine each application and reply in writing within a few days after its review conducted at a regular meeting of the Board. All approvals by the Board of Directors are limited in scope to that which the Association of Apartment Owners has governing jurisdiction. Approvals from the lessor and the City & County of Honolulu must be obtained by the apartment owner when required. Under no circumstances shall construction begin before all approvals are obtained in writing. Work shall

commence within ninety (90) days and be completed within one-hundred eighty (180) days of Board approval. Construction shall not cause undue disturbance to neighbors and shall not be allowed before 7:00 AM or after 6:00 PM.

e. Written approval must be obtained from adjacent owners and residents as a matter of common courtesy and is mandatory whenever the alteration affects their apartment in any way.

f. All costs and expenses, including reasonable attorney fees, incurred by or on behalf of the Association by the Board of Directors in conjunction with an apartment owner's request for alteration shall be borne by the apartment owner requesting alteration approval and shall be paid promptly on demand.

g. Proper maintenance of all alterations is the responsibility of the apartment owner and not the Association.

h. Association insurance policies do not cover the alterations or improvements made by individual apartment owners. Owners must provide their own coverage for all owner funded alterations or improvements to the property.

i. **Deleted. (By the Board of Directors November 15, 2017).**

j. **Lattice.** Lattice is not allowed to be used in any alteration visible outside of the privacy area.

Rule 19. Common Element Landscape Alterations.

a. Owners interested in landscaping the common element areas adjacent to the fence at the entrance to their apartment should first obtain from the General Manager a Common Element Landscape Alteration Request Form and a set of guidelines. The completed requests will be processed by a landscape committee for Board of Director approval. No common element landscape alterations may be made without Board approval. No plantings of any kind, fences, walls or potted plants of any kind may be installed without Board approval. Unapproved alterations may be required to be removed at the owner's expense.

Rule 20. Privacy Areas.

a. Privacy areas must be maintained and kept in a neat and attractive condition at all times.

b. Storage sheds may not be installed or built in common or privacy areas without Board of Director approval. Unapproved storage sheds, lockers, etc installed or built without approval will be required to be removed at the owner's expense.

c. Trees, plants and shrubs:

- 1) Must be planted away from the apartment and common element to allow room for painting and maintenance.
- 2) Must be kept neatly trimmed so as not to encroach into neighbor's yard, brush against the apartment, or allow leaves to plug roof drains. One (1) week prior to painting the apartment building, the apartment owner shall trim or remove all trees, plants and shrubs that are touching the apartment building or that shall interfere

with the use of scaffolding needed for painting. If the owner fails to accomplish the work to facilitate painting, prevent the inconvenience to other residents whose apartments are being painted, and insure the safety of the workers, the Association shall do necessary pruning or removal of trees, plants and shrubs and the owner of the apartment shall be billed for the work.

3) Must be such that roots do not encroach into neighbor's yard or grow under and damage concrete walks or slabs.

d. Vines are not allowed to grow on common element fences or on buildings.

e. Ground cover, especially those planted on the banks next to the marina, must be trimmed and not be a nesting or breeding place for rodents.

f. Landscaping must allow for adequate drainage of water without diverting water to neighbor's yard.

g. Rock, tile or other walls must be constructed away from common element fences to allow room for repair or replacement of the fences when it becomes necessary.

h. Fish ponds must be maintained so as not to be a breeding place for mosquitoes. Unused ponds must be kept free of stagnant water.

i. The space beneath lanais along the marina as well as the banks along the marina must be kept free of weeds, especially Hale Koa.

Rule 21. Open Lanais.

a. Articles not usually considered normal lanai furniture; such as lumber, boxes and other unsightly articles that can be seen by the public, are not permitted on open lanais.

b. Laundry, which can be seen by other Kuapa Isle residents or the public, shall neither be hung from open lanais nor anywhere in the privacy area.

Rule 22. Signs.

Apartment owners or occupants shall not place or maintain any signs, posters or bills on the premises except a "BEWARE OF DOG" sign (not to exceed 5" x 12") on the gate if the resident has a dog, one "OPEN HOUSE" sign displayed in front of the apartment during the time an apartment is having an "Open House" showing or a "Garage Sale" sign displayed on the apartment during the time of a "Garage Sale".

Rule 23. Skateboards and Scooters.

a. **Use of Streets.** Persons using roller skates, roller blades, skateboards, scooters, coasters, tricycles, plastic carts or similar devices shall not impede traffic or endanger themselves. Small children under age six (6) shall be accompanied by a person eighteen (18) years of age or older.

- b. Skateboards and scooters may be used on Kuapa Isle streets when traveling from or to a residence, the Club House parking area or entering or exiting the premises. Skateboarders and scooter riders must obey all rules and laws that apply to vehicular traffic i.e., use the right side of the road and stop at stop signs, etc.
- c. Skateboards and scooters may be used between the hours of 7:00 AM and sunset daily.
- d. Skateboards and scooters shall not be used in visitor's parking stalls but they may be used in the center portion of the Club House parking lot when this area is not used for Club House function parking.
- e. Skateboards and scooters shall not be used in carports, the Tots Yard, the swimming pool area, the Club House area, sidewalks or on planted areas.
- f. Skateboard and scooter ramps may be used in the basketball court area. They shall not be used on any other Kuapa Isle property.
- g. Guests of residents of Kuapa Isle may use skateboards and scooters while on Kuapa Isle property; however, they must obey all Kuapa Isle rules that apply. Continued violation of rules shall result in their being asked to remove their skateboards from the property.
- h. The General Manager has the authority to suspend the use of skateboards by individuals who continuously violate Kuapa Isle House Rules governing their use.

Rule 24. Use of Club House Parking Area.

- a. Use of Basketball Court.
 - 1) Guests must be accompanied by a resident when using the basketball court.
 - 2) Climbing on the basketball goal posts or hanging from the basketball rim is prohibited.
 - 3) Bicycles must be parked in the bike rack provided at Club House parking.

Rule 25. Miscellaneous.

- a. **Roofs.** Owners, residents, contractors or vendors are not allowed on the roof of the apartment buildings without the permission of the General Manager. Owners are responsible for any damage that may occur as a result of any such trespass.
- b. **Bicycles on Planted Areas.** There shall be no riding of bicycles on planted areas under any circumstances.
- c. **Use of Dangerous Equipment.** Pellet guns, BB guns, sling shots, cork guns, bows & arrows and any device that fires a projectile are prohibited and shall not be allowed anywhere on Kuapa Isle common area property.
- d. **Seasonal Decorations and Lighting.** Seasonal decorations may be displayed in conjunction with holidays such as Halloween, Thanksgiving, July 4th, Christmas, New Years, etc. Decorations must be removed not later than a week following the celebrated event. Christmas decorations and lights shall not be displayed longer than one (1) week after New Years Day.

Monetary Fines for Declaration, Bylaws, House Rules, Or Design Review Guidelines Violations

A monetary fine, as stated below, will be charged for each Declaration, Bylaws, House Rules, or Design Review Guidelines violation. This fine will be deducted from the owner /resident's maintenance fee payment as stated in the Priority of Payment Schedule.

- 1st Step:** Written warning when violation is observed.
- 2nd Step:** Written notice plus \$50 fine (per offense) seven calendar (7) days after 1st Step, if violation is not corrected. In the case of non-compliant physical alterations to units, this 2nd step levies the \$50 fine but allows owners up to fourteen calendar (14) days to correct the violation after receiving notice.
- 3rd Step:** Written Notice (sent certified or regular mail) plus \$100 fine (per offense) seven calendar (7) days after 2nd Step, if violation is not corrected. The Association reserves the right to take appropriate legal action to preclude continuance of the violation(s).

Appeal from Fines and Penalties:

Any person fined and/or penalized for Declaration, Bylaws, House Rules, or Design Review Guidelines violations ("appellant") may appeal the fine and/or penalty as follows:

- **Notice of Appeal:** The appellant will deliver a written notice of his/her appeal to the General Manager within seven calendar (7) days after the date of delivery or mailing to the appellant, whichever is earlier, of written notice of such fine and/or penalty. The delivery of notice of appeal will not halt the accrual of any ongoing fine imposed for the violation, which is the subject of the appeal. However, the Board of Directors may waive or rescind all or part of such fine for good cause at the time of hearing such appeal.
- **Time for Hearing Appeal:** All appeals will be heard at a meeting of the Board of Directors within thirty (30) days after the notice of appeal has been delivered to the General Manager.
- **Procedure:** A statement of facts upon which the fine and/or penalty was based will be delivered or mailed to the appellant at least ten calendar (10) days before the meeting. At the meeting, the appellant and/or witnesses on his/her behalf may present his/her defenses and supporting evidence, if any. The Board may call other persons to attend and present testimony, and the Board may consider all relevant testimony, evidence, and information related to the violation.

Disposition of Appeal: The Board will vote as to whether the fine (or any portion thereof) and/or the penalty will be affirmed. If less than a majority of the directors participating in the meeting votes in the affirmative, the fine and/or penalty will be rescinded. If a majority of the directors participating in the meeting votes to uphold the fine or any portion thereof, the appellant will remit that sum in full within twenty (20) days of the date that the appellant is delivered or mailed written notice of the Board's decision regarding the appeal. If a majority of the directors participating in the meeting votes to uphold the penalty, the penalty will continue in force.

(EXTRACTS FROM)

DECLARATION OF CONDOMINIUM PROPERTY REGIME

OF KUAPA ISLE

* * * * *

AND WHEREAS, in order to create a condominium project consisting of said land and improvements (herein called the "project") known as "Kuapa Isle", the Trustees and Kaiser hereby submitted said property to the Condominium Property Regime established by the Horizontal Property Act, Chapter 170A, Revised Laws of Hawaii 1955 as amended, now known as Chapter 514A, Hawaii Revised Statutes.****

* * * * *

E. USE. The apartments shall be occupied and used for residential purposes only, and for no other purpose. The apartments shall not be rented for transient or hotel purposes, which are defined as (a) rental for any period less than 30 days, or (b) any rental in which the occupants of the apartment are provided customary hotel services such as room service for food and beverage, maid service, laundry and linen or bellboy service. Except for such transient or hotel purposes the owners of the respective apartments shall have absolute rights to lease such apartments subject to all provisions of this Declaration.

F. ADMINISTRATION OF PROJECT

* * * * *

5. Have the irrevocable right, to be exercised by its Board of Directors or Managing Agent, to enter any apartments and limited common elements from time to time during reasonable hours as may be necessary for the operation of the project or for making emergency repairs therein required to prevent damage to any apartments or common elements for the installation, repair or replacement of any common elements.

6. Not erect or place on the project any building or structure including fence and walls, nor make additions or structural alterations to or exterior changes of any common elements of the project, nor place or maintain thereon any sign, posters or bills whatsoever.

7. Not erect, place or maintain any television or other antennas on said project visible from any point outside of any building of said project.

8. Not make or suffer any strip or waste or unlawful, improper or offensive use of the project.

* * * * *

I. COMPLIANCE WITH DECLARATION AND BY-LAWS. All apartment owners, their tenants, families, servants, and guests, and any other persons who may in any manner use the project, shall be bound by and comply strictly with the provisions of this Declaration, the By-Laws of the Association and all agreements, decisions and determinations of the Association as lawfully made or amended from time to time, and to recover sums due, for damages or injunctive relief, or both, maintainable by the Board or Managing Agent on behalf of the Association.

* * * * *

(EXTRACTS FROM)

RESTATED BY-LAWS OF THE

ASSOCIATION OF APARTMENT OWNERS OF

KUAPA ISLE

* * * * *

The following By-Laws shall apply to the above named condominium project (herein called the “:project”), **** and to all present and future owners, tenants and occupants of any apartments of the project and all other persons who shall at any time use the project:

* * * * *

ARTICLE V

OBLIGATIONS OF APARTMENT OWNERS

Section 1. Assessments. All apartment owners shall pay to the Managing Agent in advance on the first day of each and every month the monthly installments of assessments against their respective apartments for common expenses of the project in accordance with the Declaration, and also, with respect to any lease of any apartment filed with the Board of Directors, a monthly sum determined by the Managing Agent to be sufficient to accumulate and pay when due all rent, taxes, assessments and other charges thereunder payable by the Lessee of such apartment. If the Owner shall at any time rent or lease his Apartment and shall default for a period of thirty (30) days or more in the payment of the Owner’s proportionate maintenance expense or an installment thereof, the Board

may demand and receive from any renter or lessee of the Owner occupying the Apartment, the rent due or becoming due from such lessee up to an amount sufficient to pay all sums due from the Owner, and such payment of such rent to the Board by the lessee shall be sufficient discharge of such lessee, as between such lessee and the Owner to the extent of the amount so paid. In the event that the Board makes demand upon the lessee as aforesaid, the lessee shall not have the right to question the right of the Board to make such demand, but shall be obligated to make the said payments to the Board as demanded by the Board. The Board of Directors or Manager shall notify the apartment owners in writing of maintenance fee increases at least thirty (30) days prior to such an increase. If the Owner shall at any time rent or lease his Apartment and shall default for a period of thirty (30) days or more in the payment of the Owner's proportionate maintenance expense or an installment thereof, the Board may demand and receive from any renter or lessee of the Owner occupying the Apartment, the rent due or becoming due from such lessee up to an amount sufficient to pay all sums due from the Owner, and such payment of such rent to the Board by the lessee shall be sufficient discharge of such lessee, as between such lessee and the Owner to the extent of the amount so paid. In the event that the Board makes demand upon the lessee as aforesaid, the lessee shall not have the right to question the right of the Board to make such demand, but shall be obligated to make the said payments to the Board as demanded by the Board.

Section 2. Maintenance of Apartments. Every apartment owner shall at his expense at all times well and substantially repair, maintain, amend and keep his apartment, including without limitation all internal installations therein such as water, electricity, gas, telephone, sewer, sanitation, air conditioning, lights and all other fixtures and accessories belonging to such apartment and to interior decorated or finished surfaces of all walls, floors and ceilings of such apartment, and any appurtenant patios, storage and privacy areas, with all necessary reparations and amendments whatsoever in good order and condition except as otherwise provided by law or Declaration, and shall be liable for all loss or damage whatsoever caused by his failure to perform any such work diligently.

Section 3. Use of Project

(a) All apartments of the project shall be used only for residential purposes, and no apartment shall be used as a tenement or rooming house or for or in connection with the carrying on of any trade or business whatsoever.

(b) All common elements of the project shall be used only for their respective purposes as designed.

(c) No apartment owner or occupant shall place, store or maintain in or upon the grounds, pavilion and recreation areas, parking areas or other common elements of similar nature any furniture, packages or objects of any kind or otherwise obstruct transit through such common elements.

(d) Every apartment owner and occupant shall at all times keep his apartment in a strictly clean and sanitary condition and maintain and keep his privacy area in a neat and attractive condition and observe and perform all laws, ordinances, rules and regulations nor or hereafter made by any governmental authority or Association for the time being applicable top the use of the project.

(e) No apartment owner or occupant shall make or suffer any strip or waste or unlawful, improper or offensive use of his apartment or the project nor alter or remove any furniture, furnishing or equipment of the common elements.

(f) No apartment owner or occupant shall erect or place in the project any building or structure including fences and walls, nor make any addition or alterations to any common elements of the project, nor place or maintain thereon any signs, posters or bills whatsoever.

(g) No apartment owner shall decorate or landscape any entrance or privacy area of his apartment except in accordance with standards therefore established by the Board of Directors or specific plans approved in writing by the Board.

(h) All occupants shall avoid making noises and using musical instruments, radios, television and amplifiers that may disturb other occupants.

(i) No garments, rugs or other objects shall be hung from the windows or facades of the project.

(j) No refuse, garbage or trash of any kind shall be thrown, placed or kept on any common elements of the project outside of the disposal facilities provided for such purpose.

(k) No livestock, poultry, rabbits or other animals whatsoever shall be allowed or kept in any part of the project except that dogs, cats and other household pets in reasonable number may be kept by the apartment owners and occupants in their respective apartments but shall not be kept, bred or used therein for any commercial purpose nor allowed on any common elements except in transit when carried or on leash, provided that such pet causing a nuisance or unreasonable disturbance to any other occupant of the project shall be permanently removed therefrom promptly upon notice given by the Board of Directors or Managing Agent.

Notwithstanding anything to the contrary contained in the Declaration, these By-Laws, or the House Rules, certified guide dogs, signal dogs, or other animals upon which handicapped occupants depend for assistance shall be permitted to be kept in the apartments of such persons and shall be allowed to walk throughout the common elements while on a leash, provided that such animals shall at all times be accompanied by the occupants to whom they belong while present upon the common elements. This exception shall also apply to certified guide dogs, signal dogs, or other animals depended upon by handicapped guests of occupants.

If a certified guide dog, signal dog, or other animal depended upon by a handicapped occupant to enable him to use and enjoy the common elements and/or his apartment causes a nuisance or creates an unreasonable disturbance, the owner thereof will be given a reasonable opportunity to rectify the problem by measures which fall short of the ejection of the animal from the project. Ejection of such an animal will be required only if the Board reasonably determines that less drastic alternatives have been unsuccessful. If such an animal is ejected, it will nonetheless be allowed to remain at the project for a reasonable period of time while the owner thereof attempts to find a suitable replacement animal, provided that the problem is controlled to a sufficient degree that its continued presence during that time does not constitute an unreasonable imposition upon other occupants.

(l) No apartment owner or occupant shall without the written approval of the Board of Directors install any wiring for electrical or telephone installations, television antenna, machines or air-conditioning units, or other equipment or appurtenances whatsoever on the exterior of the apartment or protruding through the walls, windows or roof thereof.

(m) No apartment owner or occupant shall erect, place or maintain any television or other antennas on said project visible from any point outside of his apartment.

(n) Nothing shall be allowed, done or kept in any apartments or common elements of the project which would overload or impair the floors, walls or roofs thereof, or cause any increase in the ordinary premium rates or the cancellations or invalidation of any insurance thereon maintained by or for the Association.

Section 5. Expenses of Enforcement. Every apartment owner shall pay to the Association promptly on demand all costs and expenses including reasonable attorney's fees incurred by or on behalf of the Association in collecting any delinquent assessments against such apartment, foreclosing its liens therefore or enforcing any provisions of the Declaration or these By-Laws against such owner or any occupant of such apartment.

Section 6. Record of Ownership. Every apartment owner shall promptly cause to be duly recorded or filed of record the deed, lease, assignment or other conveyance to him of such apartment or other evidence of his title to the Board of Directors through the Managing Agent, and the Secretary shall maintain such information in the record of ownership of the Association.

GLOSSARY

Apartment. One of two hundred and thirty-four (234) designated dwellings within the perimeter walls, floors and ceilings of the residential buildings and the lanais appurtenant to such dwelling space.

Association. Association of Apartment Owners of Kuapa Isle, consisting of all apartment owners acting as a group in accordance with the By-Laws and Declaration, in which is vested the administration of Kuapa Isle.

Board of Directors. The governing body for the conduct of affairs of the Association.

Common Elements. Generally, all portions of Kuapa Isle not defined as apartments (the interior dwelling spaces).

Declaration. Declaration of Condominium Property Regime (Note: SB 2064, signed into law as Act 65 effective May 14, 1988 replaces the term "Horizontal Property Regime" with "Condominium Property Regime"). The Declaration of which the By-Laws are a part is the basic document creating and governing all aspects of Kuapa Isle.

General Manager. The manager of Kuapa Isle employed by the Association to supervise the physical management and operation of Kuapa Isle including maintenance, repair, replacement and restoration of the common elements; security and enforcement of House Rules, By-Laws, and Declaration of Condominium Property Regime. The General Manager does not reside on the property.

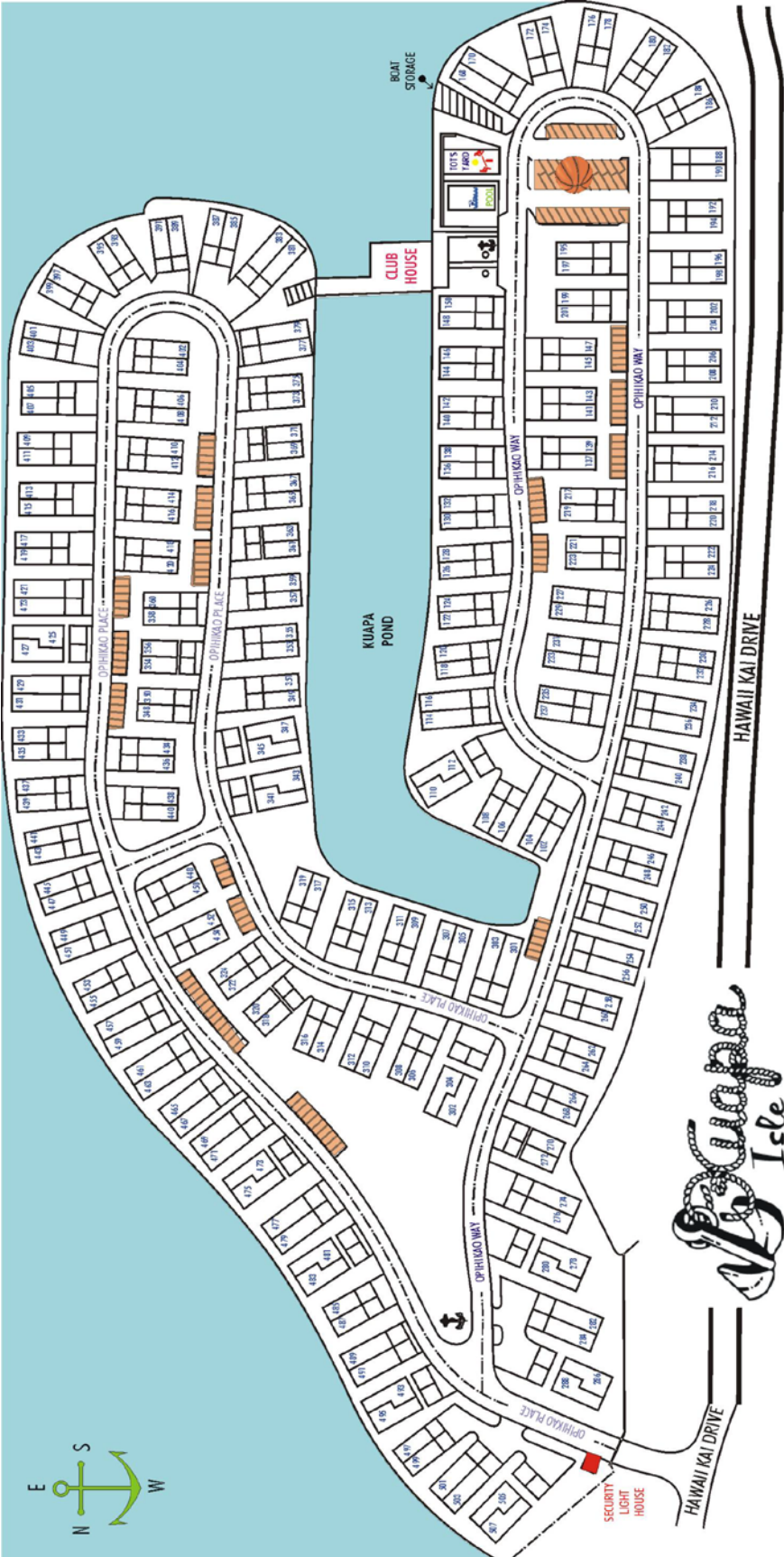
Limited Common Elements. Parts of the common elements designated in the Declaration as reserved for the exclusive use of a certain apartment.

Managing Agent. A management company employed by the Board of Directors to conduct fiscal matters of Kuapa Isle for the Association subject to direction of the Board.

Privacy Area. That area of an apartment designated on the Condominium File Plans which is for the exclusive use of the resident.

Project. Kuapa Isle, a real estate condominium project created by the "Declaration" and referred to in various documents, such as the Declaration, the By-Laws and House Rules, as the "project".

NOTE: This glossary is intended only as an aid in understanding the terms used in the rules of this booklet. Person requiring more complete definitions should refer to the Declaration and By-Laws of the Association.



Kuapa Isle