

## **KAI MAKANI BEACH VILLAS HOUSE RULES – 2018 Revision**

*Effective January 1, 2019*

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### **NON-DISCRIMINATION POLICY**

Pursuant to Chapter 515, Hawaii Revised Statutes, Title VIII of the Civil Rights Acts of 1968 as amended by the Fair Housing Amendments of 1988, and our non-discrimination policy, the Association does not discriminate on the basis of race, sex (including gender identity or expression and sexual orientation), color, religion, marital status, familial status, ancestry, disability, age or HIV (human immunodeficiency virus infection) in housing or real estate transactions. It is our policy to extend to all individuals the full and equal enjoyment of the advantages, facilities, privileges and services consistent with Chapter 515, Hawaii Revised Statutes, and the Federal Fair Housing Laws. When providing services and facilities or enforcing the rules at the project, the Association will not allow discrimination, except as permitted by law. In particular, the Association will not treat any person unequally:

1. In granting or withholding any approval or consent required under the Association's rules.
2. In enforcing requirements of the Association rules about occupancy restrictions or use of the recreational facilities which might unlawfully restrict families with children.
3. In connection with requests of disabled occupants or visitors of the project to have guide dogs, signal dogs, or other animals required because of the occupant's or visitor's disability; except that if the animals become a nuisance to others they will not be permitted at the project and will have to be removed.
4. In processing requests of disabled occupants to: (i) make reasonable modifications to an apartment or the common areas at their own expense; and (ii) have reasonable exemptions from requirements of the Association rules, to enable those occupants to have full use and enjoyment of the project.

The Board will suspend any requirement of the Association rules which, if enforced, could result in unlawful discrimination. If, however, a resident of the project or a visitor is requesting: an animal; modifications to an apartment or the project; or an exemption from the rules because of a disability, the Association may require written confirmation of the disability from a physician or other qualified person, including a statement from the physician or other qualified person as to the reasonable accommodation which is being requested. Please contact the Managing Agent if you have any questions.

House Rules at Kai Makani Beach Villas are explanations of policies, and sometimes consequences of behaviors, within our beautiful island community. They are developed in an attempt to:

- maintain our property values
- provide a safe environment for our residents
- assure our compliance with state, county and federal laws as well as with our defining documents (which are our Declaration and By-laws)
- promote a sense of cooperation, civility, and genuine community for all privileged to live here.

### **1.) Amendments:**

House Rules may be amended or revised from time to time as deemed appropriate by the Board of Directors of the Association of Apartment Owners (AOAO).

### **2.) Enforcement of House Rules:**

The Board delegates the enforcement of our House Rules to our site manager and managing agent, although at times the Board may take direct action. Typically, if there are concerns about violations, a discussion will occur with the owner of the involved unit; if the issue persists, a written notice will be given; this could be followed by fines. Certain infractions, such as property damage or safety threats, could lead to immediate fines and/or police involvement. The Board will attempt to promote a community environment where civility, courtesy, and clear, direct communication will minimize the need for fines or other punitive actions.

### **3.) Owners' Responsibilities for Family Members, Guests, and Tenants:**

An important understanding is that ALL FINES AND ACTIONS ARE DIRECTED TO AN OWNER RATHER THAN AN OWNER'S FAMILY MEMBERS, TENANTS OR GUESTS.

Hence, it is imperative that owners inform family members, tenants and guests of community expectations and provide a copy of House Rules when appropriate, for example, to a new tenant.

Additional copies can be downloaded from the Kai Makani website or obtained from the site manager's office.

All guests of more than 48 hours must register with the site manager.

If an owner is off island and allows friends or family to use the apartment, the owner should call or e-mail the site manager with the names and duration of stay for the visitors. This can prevent misunderstandings for your guests while assuring that management knows who is staying on property.

### **4.) Emergencies:**

EMERGENCY SITUATIONS SHOULD BE HANDLED BY CALLING 911 FOR THE POLICE, FIRE DEPARTMENT, OR MEDICAL SERVICES.

Our site manager should be informed as well if police are called or the community is endangered by fire, flooding, or other major threat.

Any residents with skills that could be called on in a time of disaster in the community are encouraged to inform the site manager.

Any residents with special needs are encouraged to inform the site manager; the Emergency Preparedness Committee would like to be aware of our residents who may need assistance in case of threats to the community such as tsunami warnings.

**5.) Contact information:**

Site manager contact information:

Telephone: 808-879-8690

E-mail: [manager@kaimakani.net](mailto:manager@kaimakani.net)

Managing agent: Management Consultants, Inc.

727 Wainee Street, #106

Lahaina, HI 96761

Telephone: 808-661-8795 / FAX: 808-667-608

Board of Directors:

A list of current Board members is on the community website: [www.kaimakani.net](http://www.kaimakani.net)

**6.) Requests, complaints, or suggestions for our community:**

We request that all concerns be addressed in writing, utilizing the form for this available from the site manager's office at the pool pavilion or printed out from our website. These forms may be e-mailed to the site manager or placed in the suggestion box outside the site manager's office.

All owners are also invited to attend Board meetings to present their ideas and concerns.

**7.) Newcomers:**

New owners, renters, and house guests (if for 48 hrs. or more) are required to register at the site manager's office.

Obtaining parking stickers or guest passes, pool entry fobs, and keys for the back gate to the property may be part of the process.

All bikes and motorized vehicles must be registered.

Kayak and surfboard storage availability can be discussed with the site manager who can answer most questions about our House Rules.

Resident and guest registration forms are available at the site manager's office or online.

**FAILURE TO REGISTER WITHIN 48 HRS. (including guests of more than 48 hrs.) MAY RESULT IN FINES.**

Moving in or out of a unit is limited to the hours of 8:00 a.m. to 7:00 p.m. Damage or debris resulting from moving or service calls is the responsibility of the owner.

It is the owner's responsibility to have workmen fill out appropriate paperwork, obtain the rules of conduct, and pay any deposit if required. All necessary paperwork and instructions are obtained by meeting with the Site Manager.

**8.) Leasing apartments:**

Under the requirements of our Declaration, any apartment must be leased for a MINIMUM of 6 months.

SHORT TERM RENTALS ARE STRICTLY FORBIDDEN AND RESULT IN AN IMMEDIATE \$2,500 FINE.

Tenants must abide by our House Rules or owners are fined for their tenants' violations.

PLEASE MAKE A COPY OF THESE HOUSE RULES AVAILABLE TO YOUR TENANTS.

**9.) Disabled residents and guests:**

Reasonable exceptions to House Rules may be made to accommodate a disabled resident or guest. Anyone needing special exceptions or accommodations may make a written request to our site manager or management company, which will be provided to the Board of Directors for review. Approval of an accommodation will not be unreasonably withheld. Owners may, at their own expense, and with prior written approval of the Board of Directors, make reasonable alterations to their apartments and common elements to accommodate a disabled resident.

**10.) Animals:**

Two pets are allowed per apartment. With the exception of assistance animals, each must weigh 30 lbs. or less. Larger animals subject the owner to a fine of \$50 and removal of the animal from the property. Animals may not be bred or used for commercial purposes. Livestock is not permitted.

ASSISTANCE ANIMALS ARE NOT CONSIDERED TO BE PETS.

ASSISTANCE ANIMALS must comply with the restrictions listed below except as specifically exempted by the Board. Exemptions will be given in accordance with the federal Fair Housing Act and the Hawaii Revised Statutes Chapter 515. The law does not require that the community tolerate animals that cause a direct threat to the health or safety of other residents or their property. Should the Board determine that an assistance animal poses a threat, the animal owner will be given an opportunity to correct the problem; however, the animal must be removed if the owner is unable to correct the problem.

**RESPONSIBILITIES OF ANIMAL OWNERSHIP:**

- A. Animals are allowed on common areas only when carried in transit or on a short leash.
- B. All owners must register each animal at the site manager's office within 48 hours of the animal's arrival on property. Registration forms are available at that time or from our website. If an owner is requesting an accommodation from house rules regarding an assistance animal, a request form must be filled out and submitted to the board of directors for approval.
- C. An apartment owner must agree in writing that a tenant may keep a pet. A copy of this agreement must be in the site manager's office.
- D. The apartment owners and tenants are fully and completely responsible for any problems caused by their animals while on property and any claims made against the Association and managing agent as a result of these problems. Residents with animals must reimburse the Association for any expenses incurred in defending claims resulting from these problems.
- E. FAILURE TO REGISTER AN ANIMAL WITHIN 48 HOURS WILL LEAD TO A \$50 FINE AND COULD LEAD TO THE PET BEING PROMPTLY AND PERMANENTLY REMOVED FROM THE PROPERTY.

- F. Animal owners must diligently and promptly pick up and dispose of any solid waste from the animal on any part of the common area.
- G. Only assistance animals are allowed in the pool pavilion.
- H. No animal may be left unattended in a common area or on an apartment's lanai.
- I. ANY PET FOUND BY THE BOARD TO BE CAUSING A NUISANCE OR UNREASONABLE DISTURBANCE TO ANY OCCUPANT OF THE PROPERTY MAY BE PROMPTLY AND PERMANENTLY REMOVED FROM THE PROPERTY.

ALL GUESTS WHO BRING ANIMALS TO THE PROPERTY MUST ADHERE TO THE 30 LB. WEIGHT RESTRICTIONS, UNLESS THE ANIMAL IS AN ASSISTANCE ANIMAL. GUESTS BRINGING ANIMALS TO THE PROPERTY MUST COMPLY WITH ALL RESPONSIBILITIES REQUIRED OF RESIDENTS.

**11.) Absence from property:**

There are no master keys to all apartments. IT IS STRONGLY RECOMMENDED that every resident have a neighbor, rental agent, or the site manager keep a key when the resident will be away for more than a couple of days.

Please inform the site manager that you will be away, provide contact information, and put on record who is in possession of your key. In the event of an emergency, such as smoke detector alarming or water coming from under the door, the unit may need to be forcibly entered with any resulting damage being at the owner's expense.

In a resident's absence, if provision is not made for the exterminator to enter the unit, please note that insects may vacate the neighbor's sprayed unit and take refuge in the unsprayed unit. Residents who will leave their units unattended are encouraged to shut off their water, including the solar panel. Aging solar panels and hot water heaters may leak causing significant water damage at the owner's expense plus water cost to the AOA.

Our site manager cannot be given the task of checking the interior of your unit during your absence, but you may want to consider a friend or neighbor looking in on a periodic basis during your absence.

**12.) Security:**

We depend on the county police department and our common sense for our security. Please report any suspicious activities or vandalism. If appropriate, please provide police reports and complete an incident report for the site manager.

Neither our site manager, management company, the Board nor the AOA is responsible for bikes, kayaks, surfboards, lanai furniture, storage unit contents or other personal possessions if damaged or stolen while on property.

**13.) Common Areas:**

Common areas are the parts of the complex for the equal use of all residents such as the pool, exercise room, walkways, and grassy areas.

LIMITED common areas are parts of the complex owned by the AOA but reserved for the use of a single unit such as Reserved parking spaces and back lanai stairwells.

PLEASE REPORT ANY SUSPICIOUS ACTIVITIES OR PEOPLE IN COMMON AREAS TO THE SITE MANAGER AND/OR THE POLICE.

Camping is not allowed on property.

No fires or barbecues are allowed except in designated areas or from gas (only) barbecues moved off of first floor lanais.

Bikes may be carefully ridden on walkways to exit or enter the property. Unlicensed electric vehicles, roller skates, skate boards, scooters, hover boards, or other wheeled conveyances are not to be used on the common walkways, parking lots, or lawns for noise control and the safety of walkers.

Soft wheeled non-motorized conveyances such as tricycles may be used on sidewalks by children 6 years old and under, UNDER THE SUPERVISION OF AN ADULT OR SOMEONE WHO CAN ENSURE THE CHILD'S SAFETY but may NOT be used in parking areas because of the greater safety risk.

Being mindful of trying to balance safety for walkers with the right of bike riders to have full enjoyment of the property, residents and their guests use bicycles or other recreational equipment within the common area solely at their own risk. The Association, Board of Directors, managing agent, and site manager are not responsible for any injury or other consequences to anyone involved with these conveyances. Residents are responsible for the conduct and safety of their family members and guests.

Signs (such as "Open House", "For Sale", or "For Rent" signs) are allowed at one driveway entrance only, plus one in front of the buildings when an open house is occurring. Advertising banners, flags, or other paraphernalia are not allowed at any time. Signage may be displayed during daylight hours only.

#### **14.) Landscaping and Groundskeeping:**

Landscaping may not be altered without Board approval. An owner may not remove or add plants or alter other landscaping features without first providing a written description of a proposal and awaiting a Board decision.

Any concerns about our groundskeeping team MUST be addressed in writing to our site manager who may bring issues or concerns to the Board. Please remember that the groundskeepers work for the AOA and not the individual resident. Previous incidents mandate that A FINE MAY BE IMPOSED FOR VERBAL OR PHYSICAL DISRUPTION OF THE GROUNDSKEEPERS' WORK.

#### **15.) Residents' right to acceptable, non-disruptive noise levels:**

Fines may be issued for "disturbing the peace" of other residents whether from electronics, human voice, or automobiles. Our quiet hours, when special attention should be paid to noise reduction, are 10:00p.m. to 8:00a.m.

#### **16.) Spa and pool:**

ANYONE USING THE POOL OR SPA DOES SO AT THEIR OWN RISK.

IN CASE OF EMERGENCY, ONE OF THE THREE POOL AREA GATES CAN BE OPENED FROM THE INSIDE WITHOUT A FOB; THIS GATE IS MARKED AS AN EMERGENCY EXIT AND IS THE ONE NEAREST THE MANAGER'S OFFICE.

Pool and spa hours are 8:00 a.m. until 9:00 p.m. every day.

Assistance animals are the only animals allowed in the pool pavilion.

Running, diving, throwing objects, and loudness are not allowed since there is both risk and disruption to others at the pool.

Smoking is prohibited in any part of the pool complex.

No glass containers are permitted.

Use of the pool and spa are limited to residents, their guests and family members. The resident MUST accompany no more than four visiting non-residents unless the guest is registered at the office. Registered guests may use the pool and spa without the resident present but may not bring their own non-registered guests. Non-residents and unregistered guests using the pool who are unaccompanied by a resident may be regarded as trespassers and face criminal prosecution.

PLEASE REPORT UNAUTHORIZED USERS TO THE SITE MANAGER TO VERIFY THEIR STATUS AND TAKE APPROPRIATE ACTION. Residents are discouraged from personally questioning persons that they do not recognize as to their status.

VIDEO RECORDINGS MAY BE USED BY MANAGEMENT TO DOCUMENT AND FINE RULE VIOLATIONS, RISKY BEHAVIOR OR USAGE OF THE POOL BEFORE OR AFTER POSTED HOURS.

Common sense must prevail for the safety of all users. This includes staying out of the pool and spa if there is the possibility of transmitting an infectious disease to others.

CHILDREN 12 AND UNDER should be accompanied by an adult or someone who can ensure their safety when using the pool, unless the child is a competent swimmer. A child's parent or guardian shall be responsible for determining if the child is a competent swimmer and is requested to sign a release that the child has permission to swim without supervision.

For their safety, babies and small children, because of the risk of hyperthermia (developing a high internal temperature which may cause convulsions or other health consequences), are discouraged from entering the hot tub. This is the decision of the supervising parent or guardian who assumes all responsibility for consequences to a child in the spa.

A shower should be taken prior to each entry into the pool or spa. Lotions and oils, if not washed off, lead to the need for more frequent cleaning with subsequent increased expense for the AOA.

Appropriate swimwear is required including swim diapers where appropriate. Nudity and exercise or streetwear are not acceptable. Long hair should be confined or covered to protect the filters.

No toys or swim aids are allowed in the spa. In the pool, inflatable float rings, personal-sized inflatable rafts, masks, snorkels, and goggles are permitted. All other paraphernalia including balls, and water toys are not permitted.

Sound producing devices are to be used only if earphones are employed.

Food brought to the pool area is restricted to the pavilion.

A towel, brought by the resident or guest, will indicate use of a lounge; please return the lounge to its original location before you leave the pool area.

To reserve the pool for a swim party, please contact the site manager for details.



**17.) AED/defibrillator:**

This potentially life-saving technology is now mounted outside the pool gate nearest the Site Manager's office. Please familiarize yourself with it.

**18.) Exercise room/Gym:**

Gym hours are 8:00 a.m. to 9:00 p.m. daily. However, residents may gain entry as early as 5:00 a.m. if they request the site manager to set their pool fobs to allow early admission. A \$100 deposit must first be given to the manager. This deposit will be lost if there is damage to the gym or a resident enters the pool prior to 8:00 a.m. Prior to 8:00 a.m., gym users should keep the windows closed and may use the air conditioner as needed.

Please wear appropriate shoes for safety. Wet bathing suits are not acceptable.

Please consume liquids only.

Please be conscious of noise levels from electronics. Earphones are recommended.

For energy conservation, either open the windows OR close the windows to use the air conditioner. When you leave the room, if you are the last person in the room, please turn off lights, TV, and air conditioning unit.

Please wipe down the equipment with antiseptic wipes if you have left perspiration on it.

**19.) Barbecue areas and open fires:**

The community barbecue areas are for use between 8:00 a.m. and 10:00 p.m. Residents who use the barbecues are expected to leave the areas clean. It is recommended that glassware be avoided in these areas.

Requests for parties may be submitted to the site manager. Such requests are on a first come, first served basis.

Open fires are not allowed anywhere on property, including lanais. This includes bonfires, Tiki torches, or charcoal grills, for example.

**20.) Vehicles and parking:**

The speed limit on property is 5 mph for all vehicles.

Each apartment has been assigned a "Reserved" parking space for the exclusive use of the residents of that apartment. This spot has been chosen for its convenience to the owner's unit and may not correlate with the space indicated on an owner's deed. While a deeded spot that has not been assigned is typically farther from the apartment than the currently assigned space, any owner may choose to have the deeded space as the apartment's reserved spot. Inquire with the site manager if you have concerns. ANY ADDITIONAL SPACES, FOR ANY REASON – INCLUDING ADDING RENTERS, MUST BE BOARD APPROVED. Requests MUST be submitted in writing and must be submitted to the entire Board. The site manager or a single Board member may not authorize an additional space.

TEMPORARY PARKING PERMITS FOR OFF ISLAND, NON-RESIDENTS OF KAI MAKANI ARE **NEVER** TO BE ISSUED.

All vehicles of residents must be registered if parked on property or risk towing and fines. This includes motorcycles, mopeds, and bicycles. Boats are not allowed in parking spaces or common areas.

Parking for visitors of LESS than 48 hours should be limited to spaces marked as VISITOR; if visitors choose to use Beach Parking overnight, they may be ticketed by Maui Police.

Parking for visitors of MORE THAN 48 hours are REQUIRED to register with the site manager, receive and display a Temporary Parking Pass for the duration of the stay, and PARK IN VISITORS' PARKING SPACES ONLY.

RENTERS' PARKING: Tenants must adhere to the two (2) vehicle limit, per apartment, TOTAL. If an owner keeps one or more vehicles on property, this counts toward the total assigned two (2) stalls.

If tenants wish to request an additional parking space, they must get written permission from the OWNER of another unit who only utilizes the Reserved Space. The request of the tenant and the agreement from the owner of the other unit MUST be submitted to the Board for consideration. If the request is granted, at any time the owner of the other unit acquires a second vehicle, permission for the tenant's additional vehicle is automatically and immediately rescinded.

Renters will be required to renew their parking permit(s)/registration each time a new lease is signed. If, after more than 6 months in residence, a tenant continues on a month-to-month lease extension, the site manager may issue additional parking approval in six month increments.

Residents may request the site manager to have unauthorized vehicles in a reserved space towed. If the violator is an owner, tenant, or guest of an owner or tenant, the owner of the unit with the violating vehicle will be responsible for towing charges.

If owners assign their reserved parking stalls to others, this should be in writing and given to the site manager. Trucks and other large vehicles: Commercial trucks (bearing commercial license plates) will be required to park at the back of the property in PERMIT spaces near the car wash.

If a vehicle's length causes it to extend beyond the painted lines of the parking stall, the vehicle must be parked in PERMIT spaces near the car wash.

Owners of a large vehicle which impinges on adjacent parking spaces will be asked, as a courtesy to community neighbors, to park at the back of the property in PERMIT spaces near the car wash. The owner of the vehicle may be asked to demonstrate that there is enough room to exit the vehicle without the door crossing into the adjacent parking space(s).

Moving/PODS®-type storage container: there is a limit of ONE container per unit.

The container is considered to be one of the unit's two (2) parking spaces.

The container may remain on property a maximum of 6 weeks.

Residents may apply for a Temporary Parking Permit and use a VISITOR parking space while the container is on property.

Inoperable vehicles must not remain on property and may be towed at the owner's expense.

Each apartment is also authorized to use one parking space labeled "Permit" and these spaces may not be held for a specific owner.

Third Vehicles: a THIRD VEHICLE which cannot share the unit's RESERVED space (as may be done with a motor bike and a car or truck) SHOULD BE CONSIDERED AS AN UNUSUAL EXCEPTION, RATHER THAN AN EXPECTATION. PERMISSION IS NOT AUTOMATICALLY GIVEN BY ASKING TO USE THE SECOND SPACE OF AN OWNER WITH ONLY ONE VEHICLE. ANY SUCH REQUEST MUST BE SUBMITTED IN WRITING, WITH THE REASON FOR THE REQUEST, TO THE BOARD. IT MUST BE ACCOMPANIED BY THE WRITTEN AGREEMENT BY THE OWNER OF THE OTHER UNIT. IF GRANTED BY THE BOARD, USE OF A THIRD SPACE IS IMMEDIATELY NULLIFIED IF THE OWNER OF THE OTHER UNIT ACQUIRES A SECOND VEHICLE.

Parking spaces labeled as "Visitor" are limited and should not be taken up by residents.

"Beach Parking" spaces on property will have a "NO OVERNIGHT PARKING" sign and vehicles parking overnight may be towed, at the direction of the Maui Police Department, at the vehicle owner's expense. A vehicle parked in a beach parking space for 72 hours is considered to be an abandoned vehicle and will be towed.

A motorcycle or moped may be parked in the same RESERVED space as another vehicle if neither vehicle extends past the entrance to the parking space.

Vehicles may not be backed into parking spaces. Temporary exemptions may be made for special circumstances but must be requested through the site manager.

**21.) Vehicle Washing and Repair:**

Vehicles may only be washed in the designated area near the back gated entrance to the community.

No repairs such as working on an engine or rotating tires are to be done on property. A jump start, or repair of a flat tire, are the only allowed work on a vehicle.

No boats are allowed on property in parking spaces or common areas.

**22.) Building/Apartment Exteriors:**

FRONT LANAI LIGHTING, FOR SAFETY REASONS, MUST NOT BE TURNED OFF OR DISABLED, INCLUDING UNSCREWING BULBS. IT HAS BECOME NECESSARY TO MAKE THIS A FINEABLE VIOLATION.

Each building has one unit which was incorrectly wired to the stairwell light. The owners of these units are reimbursed for their approximate energy cost. TO PRESERVE THE SAFETY OF OTHERS, OWNERS OF THESE UNITS MUST NOT TURN OFF THEIR BREAKER BOXES WHEN THEY ARE OFF PROPERTY. Doing so is a fineable violation.

Nothing may be attached to the exterior of the building, including back lanais, to avoid damage to the stucco. This includes banners, advertising, or political endorsements.

An American flag may be displayed on the back lanai and must be in a floor stand.

Seasonal temporary decoration: A single front entry door decoration for any holiday may be displayed.

On the back lanai, holiday decorations are permitted from the day after Thanksgiving through the first week of January. They may not be affixed with staples, nails, or any other product that pierces the stucco. Repairs would be at the owner's expense and fines may be given.

Owners could be instructed to remove window treatments or objects on lanais that disrupt the aesthetic of the community. If in doubt, an owner should discuss a planned purchase (for example, brightly colored drapes) with the site manager.

If screen or security doors are desired for the entry door, a picture of the door being considered should be provided to the site manager for approval. If the selection is questionable to the site manager, he will seek input from the Board before a decision is made about the acceptability of the choice. Once installed, the upkeep and painting of screen or security doors are the responsibilities of the owner. Owners will be asked to paint or remove rusted or damaged doors. The procedure is the same for back lanai shades, awnings, or window guards. Failure to correct the violation in 30 days will result in a \$25 fine; \$50 at 60 days; \$100 at 90 days.

**23.) Unit alterations:**

Prior to any structural alteration, renovation, or remodel of the interior of any unit, the owner must obtain guidelines and contractor rule book from the site manager or from the Kai Makani website. When all required documentation is presented to the site manager, he will review and present it to the Board to authorize. Every attempt will be made to expedite decisions to the owner. Please note special requirements for second story owners in House Rule 24 to follow.

**24.) Second floor restrictions:**

Second floor owners must get permission from the Board for replacement of ANY second story flooring materials, including carpeting, to protect first floor owners from any increase in noise or sound transmission. Guidelines and criteria for replacing second story flooring are available in the site manager's office or from the website.

Second floor residents, for the safety and consideration of first floor residents, are not to have fish tanks of more than 20 gallons, waterbeds, or vibrating or massage furniture that can be heard or felt on the first floor.

Second floor residents may not shake mops, beach towels, or rugs from the lanai.

Second story owners should coordinate with their downstairs neighbor if they hose down their lanai.

Plants should not drip from the second story.

No second story barbecue units are allowed.

**25.) Lanais:**

Fruit trees are not allowed on lanais because they may attract rodents.

Furniture or objects on lanais that draw attention in a way that disrupts the aesthetics of the community are not allowed. This includes towels and wet bathing suits. When brought to an owner's attention, failure to correct the concern may lead to fines.

Owners who wish to put a storage unit on the back lanai must submit a picture of the proposed unit and get the requirements and restrictions from the site manager.

Bikes, mopeds, kayaks, and surfboards may not be kept on any lanai.

**26.) Smoke detectors and fire extinguishers:**

Smoke detectors are hardwired into every apartment. The backup batteries should be replaced annually. Evidence of disabling a smoke detector will result in a \$1,000 fine.

It is recommended that each resident know the location and operation of the fire extinguisher on the front lanai of every building.

It is recommended that each owner purchase an additional fire extinguisher for each apartment kitchen.

**27.) Water waste disposal and electrical equipment:**

Damage resulting from misuse of toilets, drains, or sewer facilities will lead to a fine for the responsible owner as well as the cost of all repair and replacement.

Electronics or electrical equipment in an owner's unit which leads to fire or other damage to the unit or building is solely the financial responsibility of the owner.

**28.) Prohibited activities:**

If a resident works from home, the work should not impact the privacy or well-being of neighbors and community. Complaints about excess noise, water consumption, foot traffic or parking issues are among the concerns that may lead to Board investigation and action.

Smoking, including the use of e-cigarettes, is allowed in the parking lots, but not other common elements, and is allowed within the interior space of a resident's unit and the back lanai.

No cigarette butts or other smoking paraphernalia may be thrown from lanais or left anywhere on any common areas including the parking lots. An immediate fine of \$500 will be charged to the owner in the event an owner or tenant throws cigarettes from the lanai.

No soliciting is allowed on property except that owners running for the Board may solicit votes or proxies by discussing the candidacy in common areas.

Alcoholic beverages are not to be consumed in common areas with the exception of the pool pavilion and barbecue areas. Glass containers are not allowed at the pool and discouraged in the barbecue areas due to concerns about broken glass.

The use, growing, or manufacture of illegal substances of any kind is strictly prohibited within the apartments or common areas. Violators will be reported to the police. In addition, tenants may be summarily evicted.

Damaging any building or AOA property or actions that could impair the structural integrity of a building or result in the cancellation of insurance or cause an increase in the insurance rate for the AOA will result in a fine of \$1,000 and the cost of repair or replacement passed on to the responsible owner.

**29.) Fines:**

The purpose of fines is to encourage the change of behaviors which might lower our property values (such as unsightly appearance of the property—even wet towels draped from railings may diminish the inherent worth of

our property to observers); or, behaviors that threaten the safety or well-being of others (such as, speeding on property, tripping hazards, or high volume electronics).

Delinquent accounts may be sent to the AOA's attorney for collection action. All legal fees and court costs are passed on to the owner in accordance with Hawaii state law.

**ALL FINES ARE CHARGED TO THE OWNER OF THE PROPERTY.** If a tenant or guest generates a fine, it is always the owner who is held responsible. Owners, of course, have the option to require their tenants to repay the fines to them.

Fines may be appealed, in accordance with Hawaii State law. Since fines generated by tenants or guests are the responsibility of the owner of the unit, only an owner may appeal a fine.

The largest fines, ISSUED WITHOUT WARNING, are reserved for violation of our Declaration (the document which allows Kai Makani to exist) especially short-term rentals (\$2,500); and for safety threats including disabling smoke detectors (\$1,000), actions which might result in criminal or civil violation of the law (\$1,000), use of fireworks or firecrackers on property, or throwing cigarettes or other smoking paraphernalia from a lanai or window (\$500). There is a \$500 fine plus cost of repair for modification of an apartment exterior or lanai without the prior written approval of the Board.

Other fines, which would usually get a VERBAL WARNING, then a WRITTEN WARNING, prior to an ACTUAL FINE include:

- \$200 for being in the pool area after 9:00 p.m. or swimming before 8:00 a.m.; or for using the barbecues after the designated hours of 8:00 a.m. to 10:00 p.m.
- \$100 for any activity that constitutes a threat to the safety or property of another.
- \$100 for any activity which unreasonably disrupts the privacy of other residents, including excess noise and rowdiness at the pool.
- \$100 PLUS COSTS for repairs or replacement from damages to the buildings, common area, or other property of the AOA.
- \$100 for any activity that requires police intervention.
- \$50 for violation of House Rules regarding:
  - washing vehicles except in the designated area
  - failure to register self, tenant or guest (of more than 48 hrs.)
  - improper disposal or spillage of refuse, including not breaking down cardboard boxes to be recycled in Refuse Enclosure 3.
  - animal rules violations -violation of parking rules
  - \$25 for hanging towels or other materials on the lanais.

Some fines increase for repeat violations: \$25 for a first violation with increase to \$50 for a second violation, and \$100 for a third. This applies to:

- violation of pool rules
- interfering with the work of groundskeepers or other contractors
- disabling lights on the front of the buildings
- turning off the breaker box in the units that are wired to the stairwell lights.

An owner receiving a fine will simultaneously receive a copy of the House Rule(s) that pertain to the violation(s) and a copy of the appeals process.

THE BOARD MAY ALSO ISSUE FINES OR WARNINGS FOR ANY ACTION THAT THREATENS THE AESTHETICS, PROPERTY VALUE, OR SAFETY OF OUR COMMUNITY, WHETHER OR NOT THEY ARE SPECIFICALLY NAMED IN THIS DOCUMENT.

### **30.) Appealing Fines:**

The owner must make the appeal in writing no more than 30 days from the date the fine was received.

An owner may request a hearing in which case the Board will designate at least three of its members to meet with the owner for a hearing to review the charges and evaluate the evidence.

During a hearing the owner may present oral and written evidence to support the appeal and may call and question witnesses during the hearing.

A decision will be delivered in writing to the owner within seven (7) days after the hearing. The owner will be informed of the specific violation(s) and fine(s), if any, and the reasons for the decision.

**While not listed here in its entirety, all owners, under Hawaii Act 195 can bypass the Kai Makani Appeal Process and choose to immediately proceed under Act 195. Information on the rights of owners under this Act, can be located at: <https://cca.hawaii.gov/reb/files/2018/07/2018-Legislative-Update.pdf> (this includes a link to the State of Hawaii website with the entire Bill and Act).**

*RESIDENTS OF KAI MAKANI, MAHALO FOR KNOWING AND SUPPORTING OUR HOUSE RULES  
TO MAINTAIN OUR PROPERTY VALUES AND PROMOTE A SAFE, CIVIL COMMUNITY.*

These rules have been revised as of (December) 2018 and supplant any previous House Rules for Kai Makani.