



**KE NANI KAI
ASSOCIATION OF APARTMENT OWNERS
HOUSE RULES**

(Revised March 27, 2015; Amended May 22, 2015)

The purpose of the Rules and Regulations is to promote the harmonious occupancy of the condominium apartments and to protect all occupants from annoyance and nuisance caused by improper use of the condominium apartments and also to protect the reputation and sensibility thereof by providing maximum enjoyment of the premises.

The Board of Directors has the responsibility to make such other rules from time to time or to amend the foregoing rules as may be deemed needed for the safety, care and cleanliness of the premises and for securing the comfort and convenience of all occupants.

The Board of Directors and Property Manager have the full authority and responsibility of enforcing the House Rules. The rules and standards shall bind all Owners, Occupants and Tenants and their guests of reasonable conduct.

Each apartment owner who leases an apartment to a tenant remains responsible for compliance and will ensure that a copy of these House Rules is attached as an exhibit to the rental agreement.

The Board of Directors, Property Manager and/or Managing Agent have the full authority and responsibility of enforcing the House Rules. The rules and standards shall bind all persons present on property including owners, tenants and owners' guests of reasonable conduct.

DEFINITIONS: A "Guest" for purposes of occupancy and/or use of the facilities is defined in 3 categories:

1) Accompanied Guest: A person who has permission from an owner to be on property and/or use the facilities while in the presence of the owner or when the guest has been registered by the owner, in person, at the Association Office.

2) Unaccompanied Guest: A person who has written permission from an owner to be present on property and use the facilities when occupying the owner's condo overnight at a time when the condo owner is not occupying the condo.

3) Non-Resident Guest: A person who has permission from an owner or tenant to be on property and/or use the facilities while in the presence of the owner or when the guest has been registered by the owner, in person, at the Association Office.

I. OCCUPANCY

- 1.** An apartment shall be used only as a residence and shall not be used as a business or for other purposes.
- 2.** An apartment owner shall be responsible for his/her own conduct and the conduct of any occupants or his/her apartment ensuring that their behavior is neither offensive to any occupant of the building or property or damaging to any portion of the common elements. No recreational activity shall be allowed in corridors, stairways or the parking lot.
- 3.** Animals. KNK Owners are allowed to have Service Animals.

1. Consistent with KNK By-Laws, Hawaii Revised Statutes Condominium Statutes 514B-156 regarding Pets and the Fair Housing Act, Ke Nani Kai Owners or occupants must:

- a.) Identify which animals are service animals and register them with the Manager; outline how many service animals they have and the kind of animal(s) they have;
- b.) License or register service animals with the appropriate government authority if required;
- c.) Put collars on all service animals and attach tags which identify which unit and Owner each service animal it belongs to;
- d.) Feed only their service animal inside the Owner's unit. Owners are not allowed to feed any animals outside on lanais or on other common-element property.
- e.) Clean up feces and other litter left by service animals.
- f.) Service animals are not allowed in the pool or hot tub/spa area without a restraint.
- g.) Service animals must be under the control of their owner at all times.

2. Feral Cats. For Ke Nani Kai purposes, feral cats are defined as cats that are not registered with the Manager by Owners or Renters. Owners or Renters are not allowed to feed feral cats or other animals on the common elements, lanais or anywhere outdoors on Ke Nani Kai property.

II. TEMPORARY OCCUPANCY

- 1.** Hawaii State law requires that each owner, if not present within the State of Hawaii for a period of more than 30 days, shall be responsible for designating, (words deleted) in writing, a local agent to represent his interest. Such owner shall file with the Manager their out-of-state address and telephone number and that of their agent.
- 2.** Subject to the terms of the By-Laws of the Association, an apartment owner may lease his apartment or make it available to friends. However, the Lessor assumes responsibility for the occupant's conduct. The owners must notify the Manager of the names and length of anticipated occupancy of all such occupants. Any and all occupants who will be residing at the property must register in person with the Property Manager or Front Desk for check-in and upon departure.
- 3.** An apartment owner or agent, as applicable, shall be responsible for the conduct of his/her lessee(s), renter(s), or guest(s) and shall, upon request of the Board of Directors or Property Manager, immediately abate and remove, at his/her expense, any structure, thing or condition that may exist with regard to the occupancy of this apartment by his/her lessee(s),

renter(s) or guest(s) contrary to the provisions hereof. If the apartment owner or agent is unable to control the conduct of the lessee(s), renter(s) or guest(s), he/she shall, upon request of the Board of Directors or Property Manager, immediately remove such lessee(s), renter(s) or guest(s) from the premises, without compensation of lost rentals or any other damage resulting therefrom.

III. COMMON AREA, ENTRANCES, AND LANAIS

- 1.** The grounds, walkways, stairways, building entrances, driveways and other similar common elements shall be used strictly to ingress to and egress from the parking and apartment areas and must be at all times kept free from obstruction. No recreational activities shall be allowed in corridors, stairways or the parking lots. No personal property shall be stored on corridors or on the stairway of common areas.
- 2.** Lanais may be furnished appropriately with chairs, lounges, and appropriate tables and potted plants only. These furnishings must be kept in a clean and orderly manner. Swings of an approved design may be attached to building with Property Manager's approval and fastening instruction, but must be removed when the unit is unoccupied for more than 24 hours. Bicycles, surfboards, and other materials may be neatly stored on the lanai. A table umbrella of neutral color may be allowed but shall not extend beyond the lanai. The umbrella must be removed from the lanai when the unit is unoccupied more than 24 hours.
- 3.** Items such as towels, bathing apparel, clothing, brooms, mops, etc., shall not be placed or hung on lanais, shrubs, or passageways or in windows which may allow the objects to be viewed from the outside of the building or from adjacent apartments. Flags and windsocks are allowed but must be in good condition and removed from the lanai when unit is unoccupied.
- 4.** All plants must be placed in containers so as to prevent the drippings of water or soil onto other apartments or the common elements. Care should be taken in scrubbing lanais so as to minimize water from running down the exterior of the building or onto the unit below.
- 5.** Nothing shall be released or thrown from lanais, windows and entrance balconies.
- 6.** All household trash must be deposited, wrapped or bagged, with container securely sealed, into the dumpsters provided. All boxes are to be flattened. No construction debris may be placed in the dumpsters. Landscape trimmings are to be placed in the Landscape debris trailer, unless the Property Manager specifically approves an exception.
- 7.** No fires or open-flame cooking shall be permitted on any apartment lanai. (See Section IV.12 for outdoor cooking rules.)
- 8.** There is NO shooting of fireworks of any type at any time or anywhere on the premises.
- 9.** Garments, rugs, mops or other objects shall not be dusted, shaken or hung from buildings. Dust, rubbish or litter shall not be swept or thrown from any apartment, lanai, balcony, etc., onto any part of the project.
- 10.** The movement of large items to or from units shall be coordinated through the Property Manager. Any damage to the building caused by moving of furniture, trade fixtures,

inventory or personal effects shall be repaired at the expense of the owner on whose behalf such moving is being done.

- 11.** Recreational or personal-use vehicles including bicycles and golf carts shall not operate on walkways, sidewalks or lawns. The Association or Resort work carts are considered project business-use vehicles.
- 12.** Skateboards and roller skates, roller blades and “Razor” style scooters are prohibited anywhere on the property.
- 13.** Each apartment owner shall be held personally responsible for any damage or destruction to any common element caused by himself, his children, his guests, his employees or any other occupants of his apartment.
- 14.** None of the project’s landscaping is to be removed, picked or transplanted by any resident or guest or their contractor. Owners may, with the Property Manager’s permission, make small conforming plantings outside the lower units only, as well as minor trimming of such.
- 15.** The Property Manager has a copy of the approved design for lanai screens which are the only screens which may be utilized on the property.
- 16.** Permanent lighting on lanai areas should only be sufficient to illuminate the single lanai area and should not be overly bright as to disturb others. The light bulbs must not be visible beyond the lanai, and bulbs used must be 40 watts or lower each. Spotlights or other overly bright lights are prohibited. Seasonal lights which are temporary may be visible beyond the lanai area and are only permitted from November 15 to January 15 of any year.

IV. RECREATIONAL AREAS

- 1.** Use of the recreational areas and facilities is limited to Ke Nani Kai owners, tenants and their guests. No apartment owners or tenant may allow their non-resident guest to utilize the pool, hot tub/spa, tennis courts or barbecues without accompanying the guest or personally registering the guest at the Front Desk. It is a violation of this rule to permit anyone not an owner, tenant, or authorized guest to use your code to enter the pool enclosure.
- 2.** Guests will be limited to a total of four (4) persons per one-bedroom apartment or six (6) persons per two-bedroom apartment for use of any recreational area, unless prior arrangements are made with the Property Manager. Unauthorized persons will be required to vacate the pool and pool area.
- 3.** Pool-area hours are from 8 a.m. to 10 p.m. There is no lifeguard on duty. A competent swimmer should accompany all non-swimmers. All persons swim at their own risk.
- 4.** Swim goggles, fins and snorkel masks are allowed in the pool. No balls, toys, mats, boards or scuba gear are permitted. No flotation devices, with the exception of “noodles,” shall be allowed in the pool unless needed for either health and/or safety reasons. Water “wings” and vests for small children may be used under adult supervision only.

- 5.** No people under the age of 14 are allowed in the pool or recreation area without adult supervision. Persons under the age of 14 are not permitted in the hot tub/spa *at any time*. The hot tub/spa is only open during hot tub/spa hours (noon to 10 p.m.) to persons ages 14 or older.
- 6.** No rough play or behavior annoying to others in the pool area will be allowed. The Manager or his representative may ask offenders to leave the pool area.
- 7.** No person with bandages or open wounds, infections or communicable diseases may use the pool or hot tub/spa.
- 8.** Items made of glass or breakable ceramic (china) shall not be permitted in the swimming pool and tennis areas but may be utilized in the covered picnic area only.
- 9.** All swimmers must shower before entering the pool or hot tub/spa. Proper swimming attire is required. No cut-offs, jeans, etc. Children who are not toilet trained must wear diapers designed specifically for swimming.
- 10.** The posted pool, hot tub/spa, and tennis signs are an extension of the House Rules and shall be adhered to at all times. The hot tub/spa is not to be used as a swimming area.
- 11.** Owners, tenants and guests are allowed to use the permanent barbecues provided by the association in designated areas. No open-flame fires are allowed because of the fire hazard to the property.
- 12.** Tennis shoes are to be worn on the tennis courts.

V. PARKING AREAS

- 1.** Damage to vehicles, other objects or common areas shall be the responsibility of the person causing the damage.
- 2.** No vehicle shall be parked in such a manner as to impede or prevent ready access to any entrance or to any exit of the buildings or walkways.
- 3.** No vehicle shall take up more than one (1) parking space.
- 4.** Vehicles will be limited to no more than five (5) miles per hour while on the project. Drivers are expected to observe traffic signs for the safety of all.
- 5.** Any non-owner automobile left unattended (stored) in the parking lot for a period of fourteen (14) days or longer without the Manager's approval may be removed from property with all incurred charges to be paid by the vehicle owner, including storage.
- 6.** Stored vehicles (vehicles parked for 14 days or longer) may be parked at owner's risk in areas designated by the Property Manager.

- 7.** No repairs to automobiles, motorcycles or mopeds are permitted in the project without the prior consent of the Property Manager.
- 8.** All vehicles parked in the parking areas must be in operating condition. Vehicles in violation of this will be removed from property with all incurred charges to be paid by the vehicle owner, including storage.
- 9.** Vehicles, other than maintenance, are prohibited from driving or parking on landscaped areas.
- 10.** Parking is limited to a maximum of two (2) vehicles per occupied unit.

VI. NOISE

- 1.** All noise from whatever source shall be controlled so it shall not disturb or annoy other residents. All residents shall maintain quiet from 10 p.m. to 8 a.m. seven days a week.
- 2.** No construction noise is allowed before 8 a.m. or after 5 p.m. daily, or on weekends or Holidays unless specifically authorized by the Property Manager.
- 3.** No racing of motors is permitted, and all vehicles must be equipped with “quiet” mufflers.

VII. BUILDING MODIFICATIONS

- 1.** There are to be no modifications to the exterior of the buildings such as louvers and skylights without Board of Directors approval. Requests for any exterior modifications, including lanais, shall be addressed to the Board of Directors complete with supporting data such as specifications and drawings. The Board will make determination as to need for a vote of all owners as specified in the By-Laws on the requested modification.
- 2.** Except for any of the items provided with the apartment by the developer, no awning, except a specific design approved by the Board, venetian blinds, window guards, radio or television antenna, etc., shall be attached to or hung from the exterior of any building or protrude through the walls, windows or roof thereof.
- 3.** No notice, advertisement, bill, poster, illumination or other signs shall be inscribed or posted on or about the project unless approved in writing by the Board of Directors.
- 4.** The side of all draperies, blinds, or curtains placed against the windows, doors or openings facing toward the exterior of the building shall be white or off-white.
- 5.** All outdoor lanai tiles must be of neutral tones and must be reviewed and approved by the Property Manager prior to installation.
- 6.** Name plates and names of owners may be displayed, but only in the form and at such place as are approved by the Property Manager.

VIII. MAINTENANCE

- 1.** Common Elements — Under the supervision of the Board, the maintenance of common elements is a responsibility of the Property Manager; defects and deficiencies should be reported when and as observed.
- 2.** Apartments — Maintenance of individually owned apartments, including lanais and all windows and doors (including hinges and door closures, if any), is the responsibility of the respective owner and/or occupants.
- 3.** Pass Key — The Board of Directors or Property Manager will retain a pass key to each apartment unit. If the lock to an apartment is to be changed or dead-bolt installed, the Manager shall be notified, and the new lock shall be of a type that can be opened by the Manager's key and/or a duplicate key that will be maintained by the Manager in a secure location. Keying arrangement should conform to Hawaiian Condominium Law.

IX. GENERAL PROVISIONS

- 1.** Furniture, furnishings and equipment for the common elements have been provided for the safety, comfort and convenience of all residents and guests of the residential apartments and therefore shall not be altered, extended, removed or transferred to other areas without permission of the Property Manager.
- 2.** All trades-people, contractors, etc., will check in with the Property Manager or Front Desk upon initiation and completion of a project. They must receive and adhere to the written contractor's rules and policies, which are considered part of the House Rules.
- 3.** If the immediate services of the Police Department, the Fire Department, an ambulance or doctor are required, the desired agency or person should be called directly. Any emergency, particularly such emergencies as flooding, fire, theft, etc., should be brought to the immediate attention of the Property Manager.
- 4.** The Board of Directors and/or Property Manager are not responsible for packages or other deliveries left unattended at the door or any other designated place on the Project, nor for any personal property placed or left in or about the common area. Each owner or tenant shall arrange for delivery of non-mail parcels or items at their respective apartments.
- 5.** Mail, other than first class, will not be forwarded except at owner's expense. Mail will not be retained at property over thirty (30) days unless prior approval has been obtained from the Property Manager.
- 6.** No charitable or commercial soliciting shall be permitted in the project without Property Manager approval.
- 7.** All radio, television or other electrical equipment of any kind or nature installed or used in each apartment unit shall fully comply with all rules, regulations, requirements or recommendations of the public authorities having jurisdiction, and the apartment owner alone shall be liable for any damage or injury caused by such equipment.

- 8.** Nothing shall be allowed, done or kept in any apartment unit or common area on the project which would overload or impair floors, walls or roofs thereof or cause insurance premium increase thereon maintained by or for the Association. Owner shall be responsible for any monetary damages caused, nor shall any noxious or offensive activity or nuisance be made or suffered thereon.
- 9.** All employees are to be directed solely by the Property Manager during prescribed working hours and may not be diverted to the private business or employment (on or off the premises) of any owner, occupant or guest.
- 10.** All occupants will cooperate with and make access available to designated personnel during the quarterly pest-control spraying, unless the owner has opted out of the quarterly spraying with written notice to the Property Manager.
- 11.** Storage of any flammable or combustible materials is prohibited except in areas so designated by the Board of Directors or Property Manager.

X. VIOLATION OF HOUSE RULES

- 1.** The Property Manager is empowered, and it is his/her duty, to enforce all rules. The Property Manager may delegate members of the staff to enforce certain rules. They may call upon local enforcement agencies for assistance whenever someone within the Project is disturbing others or misusing any facility or common area.
- 2.** Except for emergencies, all complaints and concerns should be in writing, signed and addressed to the Property Manager. Suggestions are also welcome and should be directed to the Property Manager and/or the Board of Directors.
- 3.** Everyone on the project is governed by and shall observe all rules and regulations adopted by the Board and shall comply with all requests in this respect made by the Property Manager.
- 4.** Citations — Each citation issued shall briefly describe the nature of the violation; date of the violation; apartment number; and name of parties involved, if known. The original citation shall be sent to the apartment owner, who shall be responsible for payment of any applicable fine. If the owner of the apartment is not an occupant, then copies of citations also will be sent to any offender who is a tenant, or the guest, family member, agent or employee of a tenant; however, this shall not be deemed a waiver of the owner's responsibility for payment of any applicable fine.
- 5.** Payment of Fines and Liability — Apartment owners shall be liable for their own fines, for fines assessed against their tenants and for fines assessed against the owners' and their tenants' guests, family members, agents or employees. Unless appealed as permitted below, a fine must be paid by the apartment owner to the Association within twenty (20) days after the fine as assessed; the fine shall be deemed a common expense chargeable against the owner's apartment. The Association may file a lien against the owner's

- 6.** apartment for the unpaid fines and may collect the unpaid fines under the procedures provided in Article IV, Section 1 (I) of the By-Laws for collection of delinquent assessments.
- 7.** Appeal of Fines — Any citation or fine may be appealed as provided in Article IV, Section 1 (I) of the By-Laws.
- 8.** Miscellaneous — The schedule of fines shall be sent to all owners of the project and shall be included in the Association’s House Rules. The Board reserves the right to establish a new schedule of fines at any time.

EXHIBIT TO HOUSE RULES: SCHEDULE OF FINES

RESOLUTION OF THE BOARD OF DIRECTORS OF THE
ASSOCIATION OF APARTMENT OWNERS OF KE NANI KAI
ADOPTED SCHEDULE OF FINES FOR VIOLATIONS OF THE
DECLARATION, BY-LAWS, HOUSE RULES AND CONTRACTOR RULES
(July 2, 1997 — Amended October 23, 2009)

WHEREAS, Article IV, Section 1 (I) of the By-Laws of the Association of Apartment Owners of Ke Nani Kai (as amended) gives the Association’s Board of Directors the power to impose monetary fines upon apartment owners, their tenants and anyone else coming onto the project, for violations of the Declaration, By-Laws, House Rules and Contractor Rules of the Association; and

WHEREAS, Article IV, Section 1 (I) also gives the Board the power to (i) adopt a schedule of fines to be imposed; and (ii) delegate to the Managing Agent and Resident Manager the power to impose fines in accordance with the schedule the Board adopts;

RESOLVED, the Board adopts the following schedule of fines for any violation of the Association’s Declaration, By-Laws, House Rules or Contractor Rules (the “project documents”) by apartment owners, their tenants, family members, guests, agents, employees or anyone else coming onto the project;

RESOLVED FURTHER, the Board deems apartment owners to be responsible for payment of any fines imposed with respect to their apartments, or as a result of the actions of the owners’ tenants, family members, guests, agents, or employees.

I. Amount of Fines.

* First offense — a written notice of fine (“citation”) given or sent to the apartment owner and/or violator.

* Second offense — a written citation given or sent to the apartment owner and/or violator and a \$25.00 fine assessed against the owner and/or violator.

* Third offense — a written citation given or sent to the apartment owner and/or violator and a \$50.00 fine assessed against the owner and/or violator.

* Fourth and subsequent offenses — a written citation given or sent to the apartment owner and/or violator and a \$100.00 fine assessed against the owner and/or violator for each offense.

Second, third, fourth, and subsequent offenses need not be for a violation of the same provision before a fine is imposed. For example, if a tenant violates a "Pool" rule for the first violation, and then violates a "Noise" rule for the second violation, a fine would be imposed on the owner upon the occurrence of the second violation. It is not necessary for a tenant to violate a specific rule, such as "Noise" rule, twice before a \$25.00 fine is levied. Similarly, a \$50.00 fine will be assessed for a third violation of the House Rules, and a \$100.00 fine will be assessed for a fourth and subsequent violations of the House Rules.

The Board may delegate its authority to impose fines to the Managing Agent or Resident Manager. The Board may delegate its authority to the Association's Resident Manager or security guards to issue citations.

II. Citations

Each citation issued shall briefly describe the nature of the violation; date of the violation; apartment number; and name of parties involved, if known. The original citation shall be sent to the apartment owner, who shall be responsible for payment of any applicable fine. If the owner of the apartment is not an occupant, then copies of citations also will be sent to any offender who is a tenant, or the guest, family member, agent, or employee of a tenant; however, this shall not be deemed a waiver of the owner's responsibility for payment of any applicable fine.

III. Payment of Fines and Liability

Apartment owners shall be liable for their own fines, for fines assessed against their tenants and for fines assessed against the owners' and their tenants' guests, family members, agents, or employees. Unless appealed as permitted below, a fine must be paid by the apartment owner to the association within twenty (20) days of mailing of the citation assessing the fine. If the owner fails to pay or appeal a fine within twenty (20) days after the fine is assessed, the fine shall be deemed a common expense chargeable against the owner's apartment. The Association may file a lien against the owner's apartment for the unpaid fines and may collect the unpaid fines under the procedures provided in Article IV, Section 1 (I) of the By-Laws for collection of delinquent assessments.

IV. Appeal of Fines

Any citation or fine may be appealed as provided in Article IV, Section 1 (I) of the By-Laws.

V. Miscellaneous

This schedule of fines shall be sent to all owners of the project and shall be attached as an exhibit to the Association's House Rules. The Board reserves the right to establish a new schedule of fines at any time.

NOTHING CONTAINED IN THIS RESOLUTION SHALL BE INTERPRETED TO PREVENT OR DELAY THE BOARD OR THE MANAGING AGENT FROM ENJOINING, ABATING, REMOVING OR REMEDYING ANY VIOLATION OR BREACH WHICH MAY IMPAIR OR IN ANY WAY AFFECT THE VALUE OR SAFETY OF THE PROJECT OR THE USE, ENJOYMENT, SAFETY OR HEALTH OF ANY APARTMENT RESIDENT.