

KIHEI SHORES CONDOMINIUMS

Association of Apartment Owners of Kihei Shores,
Inc.

A HAWAI'I NONPROFIT CORPORATION —

THE “ASSOCIATION”—

2747 South Kihei Road Kihei (Maui), Hawai'i 96753

RULES AND REGULATIONS

—Also Known as—

“HOUSE RULES”

Adopted by the Board of Directors: May 12, 2005
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KIHEI SHORES CONDOMINIUMS
ASSOCIATION OF APARTMENT OWNERS OF KIHEI SHORES, INC.

A Hawai'i Nonprofit Corporation

(The "Association")

RULES AND REGULATIONS

ALSO KNOWN AS

HOUSE RULES

Authority: The full authority and responsibility for adopting, amending, repealing, and enforcing these House Rules reside in the Board of Directors of the Association (Bylaws, Article V, Section 6). The Board may delegate the authority and responsibility for enforcing these House Rules to a Managing Agent (Bylaws, Article IV, Section 3). The Association, through the Board of Directors, Site Manager, and Managing Agent may enforce the Governing Documents in order to protect the use and enjoyment of the Property for Owners and Residents and to maintain the Property value.

Definitions: Certain capitalized words encountered throughout the body of these House Rules may have specific definitions, which may be found at ***House Rule Section #300***.

IMMEDIATE FINES

One of the more difficult tasks of the members of the Board of Directors is enforcement of the House Rules and issuance of violations and fines. But, it is essential that the Association, through the Board of Directors, Site Manager, and Managing Agent, enforce the House Rules in order to maintain continuity and fairness throughout the community and to maintain the Property value. It is this power of the Association to regulate the use of the Property that makes Association living unique. For example, the Board of Directors has determined that the House Rules cited in this section,

Immediate Fines, are such that their violation would have a particularly adverse affect on the common interests of the Association and result in an immediate fine, bypassing **Section # 106 Notices and Actions For Violations** of these House Rules.

NOTE: *The listing of these particular House Rules in no way implies that the violation of the other House Rules would not result in possible fines.*

3. Transient Vacation and Short Term Rentals Are Strictly Prohibited.

- a. Renting or leasing a Unit or any part thereof for less than 180 consecutive calendar days is prohibited pursuant to Maui County Code and the Bylaws.
- b. No Unit may be advertised or offered, either in print format or electronic media, including the internet, for rental, lease, or license for a period of less than one hundred eighty (180) consecutive calendar days, and any such advertising or offer shall constitute prima facie evidence of a violation of the Governing Documents. The issuance of a permit by the Count of MAui to use, occupy or operate a Unit as a “Bed and Breakfast”operator, as said terms are defined in the Maui County Code, shall not restrict, inhibit, or invalidate the enforcement of the provisions of this Section by the Association which specifically prohibits such use. Violators will be subject to two immediate fines imposed by Kihei Shores Management:

a. \$500 fine per day for a found published advertisement for short-term rentals

b. \$1,000 fine per day for having a short-term renter in the Unit.

11 c. **Tenants:** Owner or their rental agent must register, and maintain current updated registration of, new or updated Tenants with the Office no later than (1) one day prior to Tenants taking occupancy. Non compliance will result in an immediate \$100 fine.

11 f. **Vacancies:** Each Owner or their rental agent must notify the Site Manager of the vacancy of their Unit as soon as it occurs, but in no event later than one (1) day after the Unit becomes vacant. Non-compliance will result in an immediate \$100 fine.

23. Nuisances And Offensive Conduct.

- a. No nuisances shall be allowed at the Property nor shall any use or practice be allowed which is improper or offensive, or in violation of the Hawaii Statutes, County law, Declaration, Bylaws, or these House Rules, or which unreasonable interferes with or is an unreasonable annoyance to the peaceful possession or proper use of the premises by others Owners or Occupants, as determined by the Board

b. Verbal or physical confrontation or harassment of any kind of the Association employees, Directors, Owners, Visitors, or vendor or agent and/or destruction or damage to the Property is prohibited. For violations involving any property damage, threat to safety of persons, harassment, an/ or illegal conduct, including but not limited to trespassing, using hazardous materials, smoking in nonsmoking areas, the Board may impose an immediate \$1,000 fine.

26 c. A comfort, emotional support, and/or assistance animal shall not be left unattended in the Unit for more than 24 hours, and shall not be left roaming outside the Unit unattended. Violation is subject to a \$100 fine daily.

27. **Smoking Is Prohibited Within all Common Areas** of the Property and within 20 feet of any building entrance or lanai, except for the designated smoking area. Persons seeking to smoke medical cannabis must first submit to the Site Manager a copy of a valid Hawaii card to use medical cannabis. Each violation of this rule shall result in an immediate fine of \$100.

29. **Main Air Conditioner:** Owners requesting to install or replace air-conditioners must present their request to Management *in writing*. The air conditioner must be installed at balcony/patio lanai level; in addition, for those air conditioners installed at balcony lanai levels, a drip pan and water runlines must be installed for the purpose of routing overflow water to ground level, so that it does not drip or run into the lanai/balcony, or any other portion of the Common Area (truly dripless systems may be exempt; provided, however, Owners may be required to install run-lines in the event overflow occurs). Installation shall be done by a qualified person approved by Management. Management shall inspect and approve the installation in writing. Failure to follow this House Rule will result in an immediate \$500 fine

33. **Pest Control Is Mandatory at Kihei Shores:** all Units will be made available for pest control treatment when requested by Management. If an Occupant refuses to allow access, the Owner shall be subject to an immediate \$100 fine. **Note.** *In addition, the Owner must reschedule pest control treatment within ten (10) business days at the Owner's expense, providing a receipt to Management. In addition, Management reserves the right to enter the Unit to mitigate pest control issues. See House Rule # 107.*

34 d. **Bulky Refuse (See Definitions p. 27):** shall be removed from the Property at the sole expense of the Occupant or Owner. Failure to do this will result in an immediate \$500 fine.

34 e. **Construction Refuse (See Definitions p. 27):** shall be removed from the Unit and off the

Property at the expense of the Occupant or Owner. Construction refuse may *never* be placed in the Common Area trash bins or anywhere else on the Property. Failure to comply will result in an immediate \$1,000 fine

38. **All Construction Refuse Shall Be Removed** from the Common Area by the contractor, Occupant, or Owner at the expense of the Owner by the end of each work day. Failure to do this will result in an immediate \$1,000 fine.

39. **Residents/Owners Shall Provide a Copy of These House Rules to all Construction Workers** they employ. Prior to any renovation, construction, or the like, construction workers, contractors, vendors, or any person(s) performing such work must register themselves and their vehicles with Management. They will be required to read and sign the Kihei Shores Construction Agreement, a copy of which will be given to them with the original placed in the Unit file as acknowledgment of receipt of the commitment to observe House Rules as they pertain to their construction activities. Failure to do this will result in an immediate \$500 fine.

81. **Swim Diapers:** Persons who are incontinent or not toilet-trained shall not use the pool or spa unless they wear pants which will prevent leaks (e.g. swim diapers). Failure to follow this House Rule will result in an immediate fine of \$100.00 plus the cost of draining, cleaning, and refilling the pool/ spa.

101. **Fireworks** will be not allowed anytime anywhere on the Property. Failure to follow this House Rule will result in an immediate \$200 fine.

GENERAL REQUIREMENTS AND OWNER RESPONSIBILITY

1. **Compliance.** In accordance with Section 514B-112 Hawaii Revised Statutes (“HRS”) all Unit Owners, Occupants, employees of an Owner, and other persons (including Guests and Visitors) shall comply strictly with these House Rules, as well as the Declaration of Condominium Property Regime (“Declaration”), Bylaws of the Association of Apartments Owners of Kihei Shores (“Bylaws”), and policies)collectively “Governing Documents”) and all federal, state and county laws. All persons at the Property shall be familiar with these house rules and comply strictly with them. No Owner or Occupant is exempt.

2. **Owner Liability.** Owners shall be responsible for his/her/their conduct and the conduct of the Owner's Tenants, family, Guests, and invitees ensuring that their behavior is neither offensive to any Occupant of the project nor damaging to any portion of the Common Elements. Owners and their agents are responsible for giving a copy of the House Rules to all Occupants and prospective purchasers of the Owner's Unit on or before the date of occupancy. Violations of the Governing Documents may result in fines levied to an Owner and/or Tenant of the violating Unit of other remedies as set forth in these House Rules.

3. **Transient Vacation and Short Term Rentals Are Strictly Prohibited.**

a. Renting or leasing a Unit or any part thereof for less than 180 consecutive calendar days is prohibited pursuant to Maui County Code and the Bylaws.

b. No Unit may be advertised or offered, either in print format or electronic media, including the internet, for rental, lease, or license for a period of less than one hundred eighty

(180) consecutive calendar days, and any such advertising or offer shall constitute prima facie evidence of a violation of the Governing Documents. The issuance of a permit by the County of Maui to use, occupy or operate a Unit as a "Bed and Breakfast" operator, as said terms are defined in the Maui County Code, shall not restrict, inhibit, or invalidate the enforcement of the provisions of this Section by the Association which specifically prohibits such use. Violators will be subject to two immediate fines imposed by Kihei Shores Management:

a. \$500 fine per day for a found published advertisement for short-term rentals

b. \$1,000 fine per day for having a short-term renter in the Unit.

4. **Occupants or Their Authorized Agents May Conduct Business Transactions With Any**

Management Member; i.e. the Managing Agent (property management company), the Site Manager, or the Officers appointed by the Board of Directors. Occupants have equal right to use the Common Areas subject to these House Rules. Only Owners may attend Board of Directors and Association membership meetings. Non-Owners may only attend if invited by the Board of Directors.

5. **Meetings.** Only Owners may attend Board of Directors and annual and special Owners' meetings. Non-owners may attend only if invited by the Board.

6. **Failure To Observe House Rules:**

a. **Owner:** an Owner who fails to abide by these House Rules may be subject to fines

and/or penalties described herein or as otherwise permitted by Applicable Law.

- b. **Guest:** when a Guest fails to observe these House Rules the Unit Owner will be subject to fines and/or penalties described herein or as permitted by Applicable Law.
- c. **Tenant:** when a Tenant fails to observe these House Rules the Unit Owner will be subject to fines and/or penalties described herein or as permitted by Applicable Law and possible eviction in accordance with Applicable Law.

7. **Common Elements.** All users of the Common Elements shall use the Common Elements for their intended purposes only and shall use at their own risk.

8. **All Payments of Maintenance Fees and Assessments Are the Responsibility of the Owner** and shall be paid by the Owner or such Owner's agent.

OCCUPANCY

9. **Residential Occupancy:** a Unit shall be used for residential purposes and shall not be used as a business office or similar purposes without prior written approval of the Board of Directors; provided, however, nothing herein shall prohibit a resident's use of their Unit as a combined residence and executive or professional office, so long as such use (a) does not interfere with the quiet enjoyment of the Property by other Occupants, (b) does not include visitations by clients, and (c) is in compliance with Applicable Law.

10. **Maximum Number of Occupants:** The Board of Directors has determined that in order to safeguard against a burden on the costs and operations of the Association's sewer, water, and trash systems, the maximum number of Occupants per Unit shall be as follows: a. One-Bedroom

Unit: Three (3) persons

b. Two-Bedroom Unit: Six (6) persons

c. Three-Bedroom Unit: Eight (8) persons

The foregoing notwithstanding, families with children under the age of eighteen (18) may apply to Management for reasonable exemption from this occupancy limitation. **NOTE:** *regardless of the number of persons, each Unit is allowed to park no more than two (2) vehicles on the Property, using one deeded stall, and the second stall depending on availability. Both vehicle must display Kihei Shores permanent parking stickers; see **House Rule #44.***

11. **Registration of Owners, Guests, Tenants, Visitors, Vehicles, and Vacancies: NOTE:**
For everyone's safety, in all instances of vehicle registration, the request must be made by the Owner or Resident.

- a. **Owners:** A new Owner, upon the close of escrow, shall file with Management evidence of their title or interest in a Unit and their current mailing address(es), telephone number(s), and email address(es).
- b. **Guests:** Owner or resident must notify Management prior to or concurrent with occupancy of the arrival of any guest. Guests must show valid state issued ID when registering a vehicle.
- c. **Tenants:** Owner or their rental agent must register, and maintain current updated registration of, new or updated Tenants with the Office no later than (1) one day prior to Tenants taking occupancy. Non compliance will result in an immediate \$100 fine. No Tenant will be issued a Kihei Shores Parking Pass without prior notification from the Owner or rental agent. *Tenant vehicles must be registered with the Office within 24 hours of Tenants taking occupancy to avoid Tenant's vehicles being towed off Property.*
- d. **Visitors:** Must register with the Office for any stay longer than three (3) nights. In any event, all Visitors must register their vehicle with the Office if an overnight stay occurs.
- e. **Vehicles:** Any vehicle which is parked within the Property overnight must be registered with the Office. If the Office is closed, such vehicle should be registered with Security. Owner or Tenant vehicles shipped from out-of-state will be given a 30-day grace period to bring registration and safety stickers up to Maui County Code.
- f. **Vacancies:** Each Owner or their rental agent must notify the Site Manager of the vacancy of their Unit as soon as it occurs, but in no event later than one (1) day after the Unit becomes vacant. Non-compliance will result in an immediate \$100 fine.

12. **An Owner or Owner's Agent Shall Not Rent Their Unit to a Person Who Has Been Evicted** from another Kihei Shores Unit, or who has been deemed by Management to be a trespasser with the previous five (5) years. *An Owner and /or their rental agent should confirm the status of prospective Tenants by calling the Site Manager prior to committing to*

renting the Unit. The foregoing notwithstanding, a previously evicted person or a trespasser shall have the right to appeal their standing to the Board of Directors in accordance within **House Rule #200 Appeal Procedure** herein.

13. **Duplicate Keys Must Be Given to Site Manager:** An Owner, their agent, or Tenant must provide a copy of the Unit's front door and front screen door key or entry codes to the Site Manager to be kept on file in the Office. In the event of an emergency, if current access key(s) or entry codes have not been provided, Management shall have the right to enter forcefully into a Unit; and, in such cases, all costs incurred as a result of such forceful entry shall be the responsibility of the Owner.

14. **Key Fees/Unit Access:** Management will not give access to a Unit except to registered Occupants, Owners, Owner's agents, or approved vendors. Unit keys will not be issued to any person under the age of 18 without express permission of the adult registered Occupant. If an Occupant becomes locked out and requires Management's assistance to gain access to their Unit, there may be a \$25.00 lock-out fee during the hours of 8:00 am to 4:00 pm, Monday through Friday. Generally, no lock-out service will be available after 4:00 pm or on weekends and holidays; however, if available, such post-hours/weekend lock-out fee may be \$75.00.

15. **Absentee Owners:** Each Owner who (a) does not reside on Maui, or (b) resides on Maui but will be absent from Maui for more than thirty (30) days, shall provide Management with the name, address, telephone number, and email address of a local agent residing on Maui to represent their interests relating to the Unit, which may include conducting periodic inspections of the Unit to assure its facilities are safe and secure.

16. **Absentee Owner Contact Information:** an Owner who does not reside at Kihei Shores shall file with Management (a) their off site address, telephone number, and email address, and (b) the name, address, telephone number, and email address of their local (Maui) agent.

USE

17. **Lost, Damaged, or Stolen Articles on the Property** are not the responsibility of Management.
18. **Unit and Lanais Housekeeping and Maintenance:** Units and lanais shall be kept clean and sanitary at all times. Windows will be free from cracks, and screens shall be kept in good condition with no rips or tears.
19. **All Window Coverings** visible from the Common Area shall be white in color, or so lined, and must appear to be in good condition. There shall be no torn drapes, drapes not hanging properly, or bent rods. No window shall ever be covered with sheets, blankets, paint, aluminum foil, or be obstructed by clothing, laundry, stickers, pictures, or signs. Window coverings shall include, but not be limited to: drapes, curtains, shutters, or blinds. Only fans specifically designed for windows and portable AC exhaust vents shall be allowed.
20. **Window Tinting:** is allowed by non-reflective solar films or other options approved in writing by Management
21. **Quiet Hours:** *shall be between 10:00 PM and 8:00 AM.* During these quiet hours, noises of any kind shall be kept at a very low minimum, so as not to disturb other Occupants. This quiet time includes activities inside parked vehicles, driving vehicles around the complex, walking around the complex, through courtyards, walkways, hallways, stairways, on lanais and inside all Units.
NOTE: *Excessive or disturbing noise on any kind at any time should be reported to the Site Manager or Security so that they may take appropriate action.*
22. **Washer or Dryer Use** is not permitted during quiet hours.
23. **Nuisances And Offensive Conduct.**
 - a. No nuisances shall be allowed at the Property nor shall any use or practice be allowed which is improper or offensive, or in violation of the Hawaii Statutes, County law, Declaration, Bylaws, or these House Rules, or which unreasonable interferes with or is an unreasonable annoyance to the peaceful possession or proper use of the premises by others Owners or Occupants, as determined by the Board
 - b. Verbal or physical confrontation or harassment of any kind of the Association employees,

Directors, Owners, Visitors, or vendor or agent and/or destruction or damage to the Property is prohibited. For violations involving any property damage, threat to safety of persons, harassment, an/ or illegal conduct, including but not limited to trespassing, using hazardous materials, smoking in nonsmoking areas, the Board may impose an immediate \$1,000 fine.

24. **Noise Producing Devices** shall not be placed outside any Unit, or attached to the Common Area, including, but not limited to, wind-chimes, bells, and speakers. Alarm devices used exclusively to protect the security of a Unit and its contents shall be permitted, provided that the devices do not produce annoying sound or conditions as a result of frequently occurring false alarms. All items, materials, and devices attached to Common Areas are subject to approval and/or removal by Management.

25. **A Driver of a Vehicle Shall Not Operate, or Permit the Operation of, any Sound Amplification System** which can be heard outside the vehicle when the vehicle is parked or operated in the driveways or parking spaces, unless that system is being operated to request assistance or warn of a hazardous condition.

26. **Pets, Animals, Emotional Support Animals:**
 - a. Except for service and assistance animals, no pets or animals of any kind are permitted to be kept, maintained, or to visit, anywhere on the Property; nor shall any person feed or shelter any animals in the Common Area (especially feral cats or birds). Only human beings are permitted to reside at, or to be present in, a Unit or the Common Areas.
 - b. Notwithstanding any provision to the contrary contained herein, service, comfort, emotional support, and/or assistance animals are permitted in compliance with fair housing law, including HRS Chapter 515, Hawaii Administrative Rules Sections 12-4-306, and the federal Fair Housing Act, which require that individuals with disabilities be provided reasonable accommodations which may be necessary for the equal enjoyment and use of their housing, The Association has adopted an Assistance Animal Policy to be abided by all persons with an assistance animal, which contains information about submitting requests and reasonable restrictions, and is available from the Office or via email to the Managing Agent.

 - c. A comfort, emotional support, and/or assistance animal shall not be left unattended in the Unit for more than 24 hours, and shall not be left roaming outside the Unit unattended.

Violation is subject to a \$100 fine daily.

27. **Smoking Is Prohibited Within all Common Areas** of the Property and within 20 feet of any building entrance or lanai, except for the designated smoking area. "Smoking" means inhaling, exhaling, burning, or carrying any lighted or heated tobacco product or plant product, except medical marijuana, intended for inhalation in any manner or in any form, including the use of an electronic smoking device, including but not limited to an electronic cigarette, electronic cigar, electronic cigarillo, vape, electronic pipe, hookah pipe, or hookah pen, and any cartridge or other component of the device or related product, whether or not sold separately. Persons seeking to smoke medical cannabis must first submit to the Site Manager a copy of a valid Hawaii card to use medical cannabis.

Each violation of this rule shall result in an immediate fine of \$100.

28. **BBQ and Picnic Area:**

- a. BBQs are available for use between 10:00 AM and 10:00 PM daily.
- b. Residents are responsible for the actions of their household members and Guests when using the BBQs.
- c. BBQs are not to be operated by anyone under the age of fourteen (14) without direct supervision of an adult or legal guardian.
- d. BBQs should never be left unattended while in operation, and must have all burners shut off after each use.
- e. Picnic tables are to be used as intended.
- f. Users must clean the area of their trash and food debris; bagging it and disposing in the closest trash receptacle.
- g. BBQs and picnic tables are available on a first come, first serve basis. When finished using the BBQ the user shall clean the grill with the tool provided.
- h. If a Resident notices a gas leak, a malfunction of the BBQs, an empty fuel tank, or other issues, they shall turn off the BBQ, then contact Management and/or Security immediately. *Misuse of BBQs, and/or failure to follow the House Rules pertaining to them may result in restriction from use of BBQs.*

29. **Main Air Conditioner:** Owners requesting to install or replace air-conditioners must present their request to Management *in writing*. The air conditioner must be installed at balcony/patio lanai level; in addition, for those air conditioners installed at balcony lanai levels, a drip pan and

water runlines must be installed for the purpose of routing overflow water to ground level, so that it does not drip or run into the balcony lanai or any other portion of the Common Area (truly dripless systems may be exempt; provided, however, Owners may be required to install run-lines in the event overflow occurs). Installation shall be done by a qualified person approved by Management. Management shall inspect and approve the installation in writing. Failure to follow this House Rule will result in an immediate \$500 fine

30. **Personal Property** shall not be left or allowed to stand in the Common Areas— such items include, but are not limited to, furniture, packages, strollers, chairs, bikes, laundry, surfboards, boogie boards, and plants. In consideration of Hawaiian custom, footwear may be left outside the front door area, but is limited to one (1) pair per Occupant and may not impede the walkways.
31. **No Overloading in any Unit or Lanai/Balcony:** Nothing shall be allowed, done, or kept in any Unit, or on any lanai/balcony which would overload or impair the floors, walls, or roofs thereof (e.g. overweight appliances, water beds), or cause any increase in expenses of utilities, or increase insurance rates or cancellation thereof. Any damages caused to the Common Area or surrounding Units as a result of such overloading, together with any related costs, shall be the financial responsibility of the Unit Owner.
32. **Lanai/Balcony Areas, Front Entrances, Hallways:**
 - a. No chairs or other seating shall be allowed in the front entrance areas or hallways outside Unit entrances.
 - b. No towels or laundry shall be allowed to hang from lanai or hallway areas or railings.
 - c. No storage of workout equipment, surfboards, wind surf equipment, kayaks, or the like shall be permitted in the lanai or hallway areas. Each Unit may store up to two (2) bikes/surfboards on their lanai/balcony provided the bike(s)/surfboards are stored so as to be out of view from the Common Area as. Bikes may not be hung nor overhang the lanai/balcony railing. Basement units may store up to two bikes under stairs, provided bikes are not locked to any part of the building, and bikes are not blocking any walkway, stairway, etc. In addition, bikes and surfboards are not allowed on ground floor lanais
 - d. No exterior sun shades or pull down blinds shall be permitted in lanai areas, outside of any window or perimeter door unless approved by Management

- e. Potted plants and planters should be limited to the lanai areas only, and shall be subject to the weight/overload provisions in **House Rule #31**. An exception may be made for ground floor units with Management approval. No plants shall be hung from the building or allowed to sit on the railings.
- f. Only furniture in good repair and intended for outdoor use, shall be used within any lanai/ balcony area.
- g. No storage of furniture or bins shall be allowed on any lanai, hallway, or any other portion of the Common Area, except as authorized by Management
- h. All lanai/balcony floor coverings must be designed for outdoor use and may not be permanently applied.
- i. Metal security screen door installation has been approved. There are a few designs to choose from, and information is available at the Office. Management must be notified prior to installing the screen door, to ensure the door is an approved style.

33. **Pest Control Is Mandatory at Kihei Shores:** all Units will be made available for pest control treatment when requested by Management. If an Occupant refuses to allow access, the Owner shall be subject to an immediate \$100 fine. **Note.** *In addition, the Owner must reschedule pest control treatment within ten (10) business days at the Owner's expense, providing a receipt to Management. In addition, Management reserves the right to enter the Unit to mitigate pest control issues. See House Rule # 107.*

34. **Trash/Refuse**

- a. **Regular Household Trash (see Definitions p. 26):** shall be disposed by Occupants into the trash bin closest to their Unit, or closest bin with space. Trash shall never be left to stand in entry walkway, or lanai, or on the ground next to the trash bin.
- b. **Loose Trash:** shall not be deposited into the trash bins.

Loose trash should be securely enclosed so that it is not blown out of the bin, or fly loose when the trash collector empties the bin.

- c. **All Cardboard Boxes and Large Bulky Items:** must be broken down *flat* before placing them in bins. Optional receptacles designated for cardboard and other recyclables are available near the Office.

- d. **Bulky Refuse (See Definitions p. 25):** shall be removed from the Property at the sole expense of the Occupant or Owner. Failure to do this will result in an immediate \$500 fine.
- e. **Construction Refuse (See Definitions p. 25):** shall be removed from the Unit and off the Property at the expense of the Occupant or Owner. Construction refuse may *never* be placed in the Common Area trash bins or anywhere else on the Property. Failure to comply will result in an immediate \$1,000 fine

VENDORS, WORKERS, CONSTRUCTION WORKERS, CONTRACTORS

- 35. **No Work or Construction Shall Be Allowed Before 8:00 Am and After 5 Pm** (Including CleanUp) Monday through Saturday; and none shall be allowed on Sundays or Federal Holidays. Interior painting or electrical work that does not entail any noise-producing work shall not be considered construction work.
- 36. **All Construction Work Shall Be Conducted Inside the Unit** or in such Common Area as may be authorized by the Site Manager.
- 37. **Floor Treatments:** Special sound deterrent materials must be used before laying hard surfaced floor treatments. Management can provide information per Governing Rules For Contractors And Remodeling At Kihei Shores.
- 38. **All Construction Refuse Shall Be Removed** from the Common Area by the contractor, Occupant, or Owner at the expense of the Owner by the end of each work day. Failure to do this will result in an immediate \$1,000 fine.
- 39. **Residents/Owners Shall Provide a Copy of These House Rules to all Construction Workers** they employ. Prior to any renovation, construction, or the like, construction workers, contractors, vendors, or any person(s) performing such work must register themselves and their vehicles with Management. They will be required to read and sign the Kihei Shores

Construction Agreement, a copy of which will be given to them with the original placed in the Unit file as acknowledgment of receipt of the commitment to observe House Rules as they pertain to their construction activities. Failure to do this will result in an immediate \$500 fine.

VEHICLES AND PARKING

40. **A Kihei Shores Parking Permit Is Mandatory** for parking of Occupant vehicles on the Property. Such permit may be obtained by the Occupant registering Occupant's vehicle with the Site Manager.
41. **Occupants Must Display a Kihei Shores Parking Permit on Their Vehicle**, as instructed by the Site Manager. Motorcycles and mopeds are considered vehicles and are required to display a Kihei Shores Parking Permit, and safety stickers as well.
42. **Vehicles Must Display a Current Hawaii Registration and Safety Sticker**. Expiration dates will be noted and vehicles not meeting this requirement will be subject to a fine. If not corrected within five (5) business days, the vehicle will be towed at the Owner's expense.
43. **Authorized Vehicles** shall include the following:
 - a. Standard passenger vehicles, including but not limited to automobiles
 - b. Passenger vans
 - c. Motorcycles and mopeds provided they are operated at noise levels not exceeding 75 decibels.
 - d. Pick-up trucks having a manufacturer's rating or payload capacity of one (1) ton or less
 - e. The foregoing vehicles which are used both for business and personal use, and have signage or markings of a commercial nature, provided that such signage meets the approval of the Board of Directors.
44. **The Dimensions of Authorized Vehicles** may not exceed the following:
 - a. Seven feet (7'0") in width from furthest point to point, including mirrors and tires.

- b. Eighteen feet (18'0") in length including bumper attachments and hitches.
- c. Six feet, four inches (6'4") in height including roof racks or other projections.

45. **Prohibited Vehicles** shall include the following:

- a. Commercial vehicles, including, but not limited to: stake-bed trucks, tank trucks, dump trucks, tow trucks, buses, step vans, concrete trucks: but excluding those vehicles described in **House Rule #43e**.
- b. Buses or vans designed to accommodate more than ten (10) people
- c. Vehicles having more than two (2) axles
- d. Trailers including boat and horse trailers, trailer coaches
- e. Recreational vehicles, motor homes, campers, or pickup trucks with a camper shell that is higher than the cab or longer than the factory bed
- f. All terrain vehicles (ATV)
- g. Boats
- h. Noisy vehicles (in excess of 75 decibels), vehicles without mufflers or bad mufflers; Owners of such vehicles shall have 72 hours to repair their vehicle, or it will be subject to tow-away; offending vehicles may be banned by Management from entering the Property
- i. Unlicensed or unregistered vehicles
- j. Inoperable vehicles: If a vehicle is cited as inoperable, (flat tire, etc.) the problem must be rectified within 5 days or the vehicle will be subject to fines for failure to correct and/or the vehicle may be towed at the Owner's expense.
- k. Vehicles from which an essential or legally required operating part is removed
- l. Oversized vehicles (defined below)
- m. Unsightly vehicles (defined below)
- n. "High boy" jacked up vehicles
- o. Smoky vehicles
- p. Parts of vehicles
- q. Such other vehicles and/or any vehicle or vehicular equipment as the Board of Directors may determine from time to time.

NOTE: *Temporary parking of the prohibited vehicles described in preceding subparagraphs (a), (b), or (c) shall be permitted.*

Temporary Parking shall mean the parking of:

- a. Vehicles belonging to Occupants and/or their invitees for purposes of loading and unloading only
- b. Delivery trucks, service vehicles and other commercial vehicles for purposes related to the furnishing of services to the Association or an Occupant, and/or for loading and unloading only; provided further, that no such temporarily parked vehicle may remain within the Property overnight

Unightly Vehicle shall mean a vehicle which is/has:

- a. Not substantially whole as when when purchased new
- b. Substantially wrecked and not repaired
- c. Damaged finders, bumpers, doors, radiator grills or other exterior surfaces
- d. Missing a fender, bumper, or door
- e. A cut off top, front, or rear end
- f. Loaded with debris and/or construction materials
- g. Displaying flags or numerous bumper stickers
- h. Crudely and unsightly painted, or is painted with camouflage paint, or has paint worn through to the undercoat
- i. A broken out window
- j. Characteristics not normal to a reasonably safe and drivable vehicle in fair condition
- k. Tarps, blankets, towels used for vehicle covers. Only covers designed specifically for vehicles may be used

Oversized Vehicle shall mean:

- a. Vehicles whose dimensions exceed those described in **House Rule #44**,
- b. A vehicle regardless of its dimensions that when parked in a parking stall it extends beyond the length of that parking stall when its front end is parked against the concrete bumper or curb. Occupants must apply in writing and receive written approval from Management for any vehicle exceeding this requirement prior to parking on the premises. Management can give approval only if an appropriate space is available which will not cause a hazard to other drivers.

NOTE: *Prospective Residents are hereby cautioned to be sure that their vehicles meet this requirement prior to signing any binding agreement for Unit purchase, lease, or occupancy.*

Vehicles in violation of **House Rules # 40-45** are not allowed to park on the premises and are subject to being towed at the Unit Owner's expense.

46. **Two Vehicle Maximum Per Unit:** Occupants of a Unit may collectively maintain no more than two (2) authorized vehicles within the Property.
47. **Only One Reserved Parking Stall Per Unit:** The Declaration requires that there be only one reserved parking stall for each Unit. Occupants must park their vehicles within the confines of that reserved parking stall.
- a. If someone else is parked in your reserved stall, you must park in a non-reserved parking stall elsewhere on the property while the situation is being resolved and call Security or the Site Manager to advise them of the illegal parking situation. Use of another Unit's reserved parking stall, whether or not that Unit is occupied, is prohibited.
 - b. Vehicles registered to a Unit may not park in the same non-reserved parking stall for more than 14 days unless authorized by Management to be parked there for an extended period of time.
 - c. Car covers may only be used on Kihei Shores registered cars parked in reserved stalls, unless previously authorized by Management.
48. **Vehicles Must Be Parked Front-End-Into-Stall.** Backing into a parking space stall is only permitted in the center parking area, as well as the entry driveway. Any vehicle backed-in-parked for the purpose of loading or unloading in any other stall must immediately, upon completion of loading or unloading, re-park so that they are parked front-end-into-stall.
49. **Only One Vehicle Per Stall.** Regardless of size of vehicles, only one vehicle of any kind is permitted in a parking stall at any one time. The only exception to this are stalls being used for motorcycle or moped parking which allow for more than one of such vehicle to be parked in that stall, provided access to all vehicles within that stall and neighboring stalls is preserved. If a resident chooses to park two (2) motorcycles or mopeds in their reserved stall it shall count as one (1) vehicle." No other multiple vehicle combination is allowed.
50. **Violators of Parking Regulations** may have their vehicle towed away at their expense to the towing company identified on the signs posted on the premises, pursuant to Hawaii Revised Statutes 290-11.

51. **Upkeep Of Reserved Parking Stall:** Residents are responsible for the upkeep of their reserved parking stall and the removal of any rubbish.
52. **Vehicle Mechanical Repairs or Maintenance** shall not be performed on the Property.
53. **Parking Areas and Driveways May Not Be Used For Any Recreational Activities** such as ball playing, riding of bicycles, etc.
54. **Parking Is Not Allowed Whatsoever Within The Fire Lane Zone** which is designated by red curb paint. Any vehicle parking in the Fire Lane Zone is subject to immediate towing at the Unit Owner's expense. The only exception to this is with regards to the Car Wash area (See **House Rule #59 Car Washing**).
55. **The Maximum Speed Limit** in Kihei Shores is 10 MPH.
56. **Cars Towed Away for Violations Are Towed at Unit Owner's Expense.**
57. **Guests May Park** in any non-reserved stall on the property. Overnight vehicles must display a current Visitor Parking Permit, which may be obtained from the Office, or, after hours, from Security. In addition, Guest vehicles must display current safety sticker and registration. **NOTE:** *For everyone's safety, in all instances of vehicle registration, the request must be made by the Owner or Resident.*
58. **All Construction Parking** must be authorized by Management for the parking of vendor vehicles in non-reserved parking stalls or the Unit's reserved stall between 8:00am and 5:00pm., registering at the Office with the name of the vendor, the Unit number, where such vendor is working .
59. **Car Washing**
 - a. Car washing may only be done in the car wash area located next to G Building. While this area is considered a fire lane, the Maui County Fire Department has approved the space for use as our designated car washing location, under the condition that vehicle operators will remain with the vehicle at all times, so as to be able to immediately move the vehicle should emergency access be required. Vehicles may not be washed in any other area in the Property

- b. Carwash area is to be used to wash Resident's cars only. Please be mindful how much time is spent in the carwash area. If detailing your car, and someone is waiting to wash their car, please move to your reserved or an unreserved parking stall.
- c. The car wash area is for use on a first come first served basis and only one vehicle at a time.
- d. Car Wash hours are from 8:00 AM to 9:00 PM daily.
- e. Because water from the car wash area flows to storm sewers and directly into the ocean, please use environmentally friendly soaps to avoid harmful chemical run-off. In addition, water is a significant Property expense paid for by the Association which in turn is passed along in the Owner's monthly assessment. Take care to minimize car washing activities to conserve water.
- f. All cleaning materials, equipment, and rubbish must be removed from the area when car washing is completed.

BUILDINGS

60. **Projections (Including an Awning or Air Conditioning)** shall not extend through or over any door or window opening into any corridor or beyond the exterior face of a building, except as approved in writing by Management.

61. **Pictures, Posters, Stickers or Notices** shall not be attached to exterior walls, inside/outside windows or doors, except as approved in writing by Management.

62. **Alteration or Addition to the Common Area** may not be made without the prior written approval of Management

63. **No Additions or Structural Alterations** may be made to any Unit or to any plumbing or electrical system or other similar work that would result in the penetration of the unfinished surfaces of the perimeter ceilings, walls, or floors of a Unit or to any other Common Areas surrounding such Unit without the prior written consent of Management.

64. **Owner's Rights Regarding Unit Improvement or Alteration:** Each Owner shall have the right, at such Owner's sole cost and expense to:

- a. Make any improvement or alteration within the boundaries of such Owner's Unit that

do not impair the structural integrity of mechanical systems or lessen the support of any portion of the

Common Areas

- b. Maintain, repair, replace, repaint, paper, panel, plaster, tile, and finish the interior surfaces of the ceiling, floors, window frames, trim, door frames, and perimeter walls of such Owner's Unit and the surfaces of the bearing walls and partitions located within the Unit and to substitute new finished surfaces in place of those existing on said ceiling floors, walls, and doors of said Unit; however, for installation of floor surfaces separating Units, a sound control underlayment shall be installed as required by the Management
- c. Modify such Owner's Unit to facilitate access for handicapped/disabled persons pursuant to Applicable Law

65. **Load Bearing Walls** may not be removed or cut into without the prior written approval of Management.

66. **Modifications for Handicapped Access and Use:** notwithstanding anything to the contrary contained herein, handicapped Residents shall be:

- a. Permitted to make reasonable modifications to their Units and/or the Common Area, at their own expense (including without limitation the cost of obtaining any bonds required by the Declaration or Bylaws), if such modifications are necessary to enable them to use and enjoy their Units and/or the Common Area, as the case may be.
- b. Allowed reasonable exemptions from these House Rules, when necessary to enable them to use and enjoy their Units and/or the Common Area, *provided that any handicapped Resident desiring to make such modifications or desiring such an exemption shall so request in writing to the Site Manager.* Such request shall set forth, with specificity and in detail, the nature of the request and the reason that the requesting party needs to make such modifications or to be granted such exemption. Management shall not unreasonably withhold or delay its consent to such request, and any such request shall be deemed to be granted if not denied in writing, within thirty (30) days of Management's receipt thereof or of any additional information reasonably required by Management in order to consider such a request, whichever shall last occur.

67. **Satellite Dishes or Antennas** may be installed and maintained by Residents inside their Units and/or within the original boundaries of their lanais, provided, however, any such dish or antenna must be 39.37 inches (1 meter) or less in diameter or diagonal measurement. In addition, the satellite dish or antenna may be installed only within the inner facing boundaries of the lanai area and such installation cannot be destructive into the Common Area improvements if to do so would cause such damage as to impair the safety of the building or its Occupants; e.g., if holes are drilled or nails or screws affixed into the Common Area walls of a lanai or the building, resulting holes must caulked or otherwise sealed sufficiently to prevent water intrusion.

If an antenna or satellite dish is installed in an unauthorized area or in such a way that it causes damage to the Common Area, the Association shall have the right to cause the removal of the antenna or satellite dish without the Owner's permission or knowledge, and/or to make any repairs for any damage, and to charge the Owner for all costs of doing so.

68. **Furniture Placed by Management in the Common Area**, e.g., tables, chairs, is for use in that specific area where placed and must not be moved.

69. **Owner Responsibility for Utility Facilities/Utility Installations:** Each Owner shall be responsible for the maintenance, repair and replacement of the utility installations within such Owner's Unit, including heating, ventilation, and air conditioning systems that service such Owner's Unit (including air-conditioning compressors), and outlets of electrical and plumbing (including water and sewer pipe outlets) facilities. For purposes of the paragraph, the term *outlet* by way of example and not limitation, shall mean any portion of a utility facility that is located within the boundaries of a Unit, and any pipe or other utility facility, from the point which such utility facility is reasonably accessible from within a Unit; more specifically, the term *outlet* shall mean the point at which the utility facility can be serviced without the need for destructive entry into the walls, floors, ceilings that can comprise the common elements of either the building or the Property (interior dividing walls within the boundaries of a Unit that are not structural bearing walls shall be considered a portion of the Unit and shall be the responsibility of the Owner)

SWIMMING POOL/SPA AREA

70. **Management Reserves the Right to Exclude Any and All Persons** from the use of the pool/spa.

71. **Persons Using Pool/Spa Facilities Do So At Their Own Risk.** *No Lifeguard Is On Duty* in the swimming pool/spa area. The pool/spa area is for the exclusive use of Occupants only and their Guests. Access to the pool/spa area shall be restricted to those Occupants with a pool/spa key. Pool/spa Guests are limited to four per Unit without prior approval of Management, subject to the legal limit of persons within the pool/spa area. An Occupant's family members or Guests observed in pool/spa area shall be presumed to be there with the full knowledge and consent of the Occupant. Occupants shall be responsible for the health and safety of themselves, their family members, and their Guests who use the pool/spa area, as well as for ensuring that all House Rules for those facilities are obeyed. Unit Owners are financially responsible for any damages or destruction caused by themselves, their family members, their Guests, and Tenants. Lost pool/spa keys will be replaced by Management at a cost of \$50 to the Owner.
72. **Pool Use:** For health and safety purposes, incompetent swimmers shall be supervised by an adult 18 years of age or older in the pool area at all times. Persons who cannot swim shall be within arm's length of a competent swimmers. Parents or guardians are completely responsible for their children. A child's parent or guardian shall be responsible for determining if the child is a competent swimmer.
73. **Heated Spa Use:** Elderly persons, pregnant women, infants and persons with health conditions requiring medical care should consult with a physician before entering the spa. Hot water immersion while under the influence of alcohol, narcotics, drugs or medicines may lead to serious consequences and is not recommended. Long periods of soaking may lead to nausea, hyperthermia, dizziness, or fainting.
74. **Pool/Spa Hours** are from 10:00 AM to 10:00 PM as posted.
75. **Alcoholic Beverages Are Prohibited** to be brought or consumed in the pool/spa area.
76. **Glass, China, Crockery, and Similar Breakable Items Are Prohibited** in the pool/spa area.
77. **Food Is Permitted** in the pool/spa area. All food containers and wrappers must be removed from the pool/spa area or deposited in trash receptacles provided prior to exiting the pool/spa area

78. **Non-Alcoholic Beverages Are Permitted** to be brought in and consumed provided they are in plastic containers or their original aluminum cans. All such containers and cans must be removed from the pool/spa area or deposited in trash receptacles provided prior to exiting the pool/spa area
79. **Nude Sunning or Swimming is Prohibited** in the pool/spa area, regardless of age.
80. **All Suntan Oil, Dirt, Sand,** and other such materials must be removed before entering the pool.
81. **Swim Diapers:** Persons who are incontinent or not toilet-trained shall not use the pool or spa unless they wear pants which will prevent leaks (e.g. swim diapers). Violation of this rule shall result in the Association's costs for draining, cleaning, and refilling the pool/spa to be assessed.
82. **Showers Are Required** prior to entering the pool or spa. Each time a swimmer exits the pool area, they must again shower before re-entering the pool or spa.
83. **An Ailing Person Or Person With a Skin Condition,** infection, open sore, or communicable disease may not use the pool or spa.
84. **Floats and Rafts Shall Not Be Permitted in the Pool,** with the exception that plastic inflatable flotation safety devices or exercise belts or vests are permitted. No flotation devices are allowed in the spa.
85. **Metal, Stones, Coins, Marbles or Other Objects** of any kind may not be thrown or dropped in the pool or spa.

NOTE: *the restroom in the Office Building adjacent to the pool/spa area is open to everyone using entry code during regular pool/spa hours.*

86. **Only Sound Producing Devices With Earphones** are allowed in the pool/spa area. No loud music is allowed in the pool/spa area or any Common Area at any time.
87. **Pool/spa area House Rules will be set by Management** and shall be enforced by Management or any of its authorized agents (e.g. Security).

88. Minimum Pool/Spa House Rules:

- Do not disturb others; respect the rights of others using the pool/spa
- No splashing, running, bombing, or horseplay
- No spitting, spouting water, or blowing nose
- Absolutely no glass items
- No water guns, rafts, or boogie boards
- No diapers (except swim diapers)
- No person with skin disease or open sores
- All persons must shower before entering *and* re-entering pool/spa area
- All persons must dry off before leaving pool/spa area
- Pool gate must remain closed *and* locked at all times

CONDUCT

89. Respect Your Neighbor's Right to Peace and Quiet, Even During Times Not Considered Quiet Hours.

90. Roller Blades, Skates, Shoe Skates, Skateboards, or Scooters May Not Be Used anywhere on the Property, except as bona fide transportation only between a Unit entry to the Property exit.

91. Bicycles Are Allowed As Bona Fide Transportation Only between a Unit entry or bike rack to the Property exit.

92. No Person Is Permitted on the Roofs except a otherwise approved in writing by the Board or Site Manager.

93. Manhole Covers And Other Utility Access Plates May Not Be Removed or tampered with by any person.

94. **For Safety Reasons**, all stairways, walkways, and hallways at the Property shall not be obstructed or used for any purpose other than entry and exit, and there shall be no climbing on or over fences, walls, and/or railings on or at the Property. The Kihei Shores parking lot and roads shall also only be used for entry and exit, the parking vehicles (including cars, vans, motorcycles, and similar modes of transportation), deliveries, and loading and unloading of persons and/or property, including for purposes of moving into or out of the units.
95. **Littering Is Prohibited** on Kihei Shores Property.
96. **No Person Shall Touch or Tamper With any Electrical Boxes or any Other Common Element Utility Facility or Equipment.**
97. **Solicitation, Advertising, or Canvassing Is Not Allowed** on the Property at any time except in connection with matters concerning the Association's operation and management, or pursuant to Applicable Law. There shall be no posting of posters, signage, flyers, etc. in the Common Area without prior approval of Management.
98. **The Stairways, Walkways, Hallways, and Parking Lots** shall not be obstructed or used for any purpose other than entry and exit.
99. **Illegal Drugs Are Not Permitted** anywhere on the Property.
100. **Alcoholic Beverages Shall Not Be Consumed** anywhere in the Common Areas—this includes the pool/spa area, BBQ area, and the parking lot.
101. **Fireworks Are Not Allowed** anytime anywhere on the Property. [Failure to follow this House Rule will result in an immediate \\$200 fine.](#)
102. **Operation of Drones, Model Airplanes, Unmanned Aerial Vehicles, or any Remotely Controlled Flying Devices** within the Property and/or from, on, or in the Common Area is prohibited, except as otherwise first approved in writing by the Board.
103. **Unauthorized Access to Any Electrical Boxes, Other Utility Facilities**, or any other Common Area structure is prohibited.

104. **Display Of Commemorative, Festive, and Holiday Decorations.** Appropriate banners commemorating holidays or festivals may be displayed from lanais only on holidays and for no more than fourteen (14) days before and after such holiday or festival. However, winter holiday lights or displays may be displayed from Thanksgiving Day until January 5 from sunset until 10 p.m. Sports team flags and regulated paraphernalia can be flown on game days, provided that flags shall not hang over the railing and no Owner shall place any protrusions in the building in order to erect a flag.

VIOLATIONS

VIOLATION PROTOCOLS

105. **Management Authority Regarding Violations:** if an Owner or Tenant violates any of these House Rules, Management may:

- a. Enter the Unit in which (or as to which) such violation or breach exists and summarily abate and remove any structure, thing, or condition that may exist therein contrary to the intent and meaning of these House Rules.
- b. Impose such penalty, including a suspension of privileges, as Management may deem appropriate or necessary for a specific violation.
- c. Levy a responsible fine on the Owner.
- d. Enjoin, abate, or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any such violation or breach.

106. **Notices and Actions for Violations** shall be as follows (except in the case of an emergency or for Immediate Fines [see **House Rules Page # 2**]):

- a. **First Notice/Action:** A written notice of the specific violation(s) shall be issued, including a request to take corrective action within five (5) to ten (10) business days (depending on the violation), with copy to Owner, Resident, and Property Manager (if applicable)
- b. **Second Notice/Action:** Owner or Property Manager (if applicable) shall receive a second request to cease the violation within ten (10) business days. [A fee of \\$100 shall be assessed against the Owner.](#)

- c. **Third Notice/Action:** If the violation is not corrected or terminated within ten (10) business days, a \$250 fine shall be assessed against the Owner or Property Manager (if applicable).
- d. **Fourth and Subsequent Action:** Subsequent violations (occurring more than 5 business days after the Third Notice) of the same infraction will result in an assessment of a \$500 fine every five day period with no compliance.

107. **Emergency Violation Situations:** In the case where a violation occurring on the Property may result in an emergency situation, Management may immediately take whatever action it deems appropriate, depending on the urgency, difficulty, and history of the situation. *Any expenses incurred by the Association to correct a violation shall be charged against the Owner of the Unit.*

108. **An Opportunity To Be Heard** shall be given to any Occupant and the Owner of the Unit (if the Resident is a Tenant) prior to Management's enforcing a fine, imposing a penalty, or initiating any legal action against a Resident and/or Owner, in accordance with the Appeals Procedure described in **House Rule Section #200** herein; provided, however, no notice or hearing shall be required when

the violation or breach causes or threatens to cause damage to any person or property, or constitutes a violation of building and housing laws affecting health and safety. Nothing contained herein shall be interpreted to prevent or delay the Board of Directors and/or Management from immediately enjoining, abating, removing, or remedying (through automatic fines, legal action, or any other means) any violation or breach that may impair or in any way affect the value or safety of the Project, or the use, enjoyment, safety, or health of any Unit Owner or Resident.

109. **Management Reserves the Right To Waive Warning for Certain Offenses;** e.g. having a vehicle impounded that is blocking ingress/egress to a parking stall or is parked in a fire lane.

110. **Tenant Eviction:** Pursuant to Hawaii Revised Statutes 514B-104(b)(3) 514B-104(c), Management may enforce the eviction of a Tenant—or any other rights exercisable pursuant to a Tenant's lease—for any violation if such Tenant of the Unit Owner fails to cure such violation within ten (10) business days after notice of such violation is given to such Tenant and Unit Owner.

REPORTING A HOUSE RULE VIOLATION

Please send an email to the Site Manager at manager@kiheishores.net, giving the time, date, Unit number, if applicable, and nature of the observed violation. Attach photos if possible. This will constitute an official report by which the Site Manager may investigate and take appropriate action.

APPEAL PROCEDURE

200. **Any Person (the *Appellant*) Against Whom Fines, Penalties, Suspension of Privileges, or Other Disciplinary Action (Hereinafter *Penalty*) Shall Be Assessed** for violation of the

Association's Declaration, Bylaws, or House Rules, may appeal such penalty by the following applicable procedures within forty-five (45) days after receipt of written notice of the penalty:

Appellant shall complete and submit an *Appeal Form* available from the Office or website stating the facts and reasons why the penalty should not be imposed. If the appellant is a non-owner Occupant, the Owner or Owner's representative must submit the appeal on their behalf. If, for any reason beyond their control, the appellant is unable to submit such *Appeal Form*, the time to submit written notice may be extended at the discretion of the Appeals Committee. If the *Appeal Form* is not timely given, or the time for so doing is not extended by the Appeals Committee, the penalty shall be final and collectible by the Association.

201. **The Completed Appeal Form** shall be forwarded to the Appeals Committee by email. The initial appeal shall be evaluated and decided by the majority vote of a three (3) person Appeals Committee appointed by the President or Vice-President of the Association. All Committee appointees shall be Owners. The Appeals Committee shall designate one of the three members as Chairperson. The hearing shall be informal.

202. **If Appellant Does Not Agree** with the Appeals Committee's decision, appellant may further appeal to the Board of Directors. Appellant shall file a written appeal to the Board of Directors or the Site Manager within thirty (30) days after receipt of the Appeals Committee's written decision. If appellant shall fail to timely appeal to the Board of Directors, or if the Board of Directors sustains the decision of the Appeals Committee, the Board of Director's decision shall be final and binding on the Association and appellant; in which event the Association may take

all legal action required to enforce the disciplinary action or collect the fine and/or record a lien of appellant's Unit, or on the Owner of the Unit occupied by Appellant if they are a Tenant.

203 **Interest on Paid Fines and Late Fees:** Fines must be paid within thirty (30) days of receipt or 10% penalty will be added. In addition, fines will accrue at the rate of 1% per month until paid. There will be a \$25.00 fee, plus any bank charges, for checks not honored by the Owner's bank.

DEFINITIONS

300. **Applicable Law:** any law, regulation, rule, order, or ordinance of any State or Federal agency now or hereafter in effect, applicable to (i) the Units, the Property, the respective use thereof, or (ii) an Owner, Occupant, Visitor, or Trespasser.
301. **Association:** The Association Of Apartment Owners Of Kihei Shores, Inc., a Hawai'i nonprofit corporation.
302. **Board of Directors:** those Owners who are elected by the Association members or as otherwise authorized by the Governing Documents, to appoint the Officers of the Association and to manage the affairs of the Association in accordance with the Governing Documents and Applicable Law.
303. **Bulky Refuse:** shall mean such items as mattresses, appliances, furniture or similar "bulky" items.
304. **Common Area:**
- a. All portions of the Kihei Shores Property other than the Units.
 - b. Any other interests in real estate for the benefit of Unit Owners that are subject to the Declaration.
305. **Construction Refuse:** shall mean any construction, reconstruction, or renovation-related refuse or debris, including, but not limited to kitchen or bathroom cabinets, sinks, bathtubs, toilets, shower-stalls, carpeting, vinyl flooring, wood or polymer flooring, draperies and drapery hardware, drywall, windows, window frames.
306. **Governing Documents:** the documents covering the ownership, use and operation of the Property, the Units, and certain duties, responsibilities, and conduct of Residents and Management.

They include the following:

- a. **Declaration:** that certain Second Restated Declaration of Condominium Property Regime of Kihei Shores recorded February 12, 2002 as Document No 2202 025029;
 - b. **Bylaws:** that certain Second Restated Bylaws of the Association Of Apartment Owners of Kihei Shores recorded November 13, 2001, as Document No 2001 206743
 - c. **House Rules:** this document of *Rules and Regulations*
 - d. **Condominium Map:** that certain Condominium Map No. 1920
 - e. **Articles Of Incorporation:** that certain *Articles Of Incorporation* for the Association Of Apartment Owners Of Kihei Shores, Inc., a Hawai'i nonprofit corporation, filed on June 9, 2005 with the Business Registration Division of the Department of Commerce and Consumer Affairs of the State of Hawai'i.
307. **Guest:** a person who stays overnight in an Owner's Unit for a period not exceeding thirty (30) days.
308. **Management:** any one of the following :
- a. **Managing Agent:** any Person retained as an independent contractor, and their duly authorized employees, for the purpose of operating the Property.
 - b. **Site Manager:** any Person retained as an employee by the Association to manage, onsite, the Operation of the Property.
 - c. **Officer:** the President, Vice-President, Secretary, or Treasurer of the Association, or any one of them, in their respective capacities authorized by the Governing Documents.
309. **Occupant:** any person who stays in a Unit overnight. An Occupant may be an Owner, a Guest, or a Tenant.
310. **Office:** the Kihei Shores Office located on the Property, including the authorized personnel working therein on behalf of the Association or the Managing Agent.
311. **Operation** (and its related word forms, which includes, but is not limited to *Operate*):
- a. The Maintenance, repair and replacement or an improvement in the Property
 - b. The Duty or Responsibility of the Owner, Resident, or Management to perform under these House Rules.

312. **Owner:** the Owner of a Unit whether singly or jointly, partnerships, corporations or other legal entities or their heirs, personal representatives, successors and assigns or the heirs and assigns of the survivor as the case may be.
313. **Property:** all of Kihei Shores, including those portions of which are designated for separate ownership (the Units) and the remainder of which; i.e. the Common Area, and Limited Common Elements, is designated for common ownership solely by the Unit Owners
314. **Regular Household Trash or Trash:** means usual trash and refuse that is generated by an average household on a daily basis
315. **Resident:** a person who resides in a Unit on a permanent or semi-permanent basis, who is *not* a Guest or a Visitor. A Resident may be an Owner or a Tenant.
316. **Security:** Any representative agent employed by the Association to provide for the safety and security of the Property and Residents.
317. **Tenant:** a person who leases or rents a Unit from an Owner for a period intended to be one hundred and eighty (180) days or more.
318. **Unit** (formally *apartment* under Hawai'i Statute 514A): a physical or spatial portion of the Property designated for separate ownership or occupancy. The boundaries of each Unit are the interior unfinished surfaces (not including paint, paper, not-bearing walls, tile, enamel, or other finishes) of the perimeter walls, floors, doors, windows, and ceilings thereof where they exist . More specifically, each Unit shall include: the interior undercoated surfaces of bearing walls and perimeter walls, floors and ceilings; and the outlets of all Utility Facilities. *Outlet* by way of example, and not limitation, shall mean any portion of a Utility Facility that is located within the boundaries of a Unit, and is used, operated, intended to be used, or operated exclusively by such Unit and shall include any Utility Facility from the point at which such Utility Facility is reasonably accessible from within a Unit and/or to the point at which a Utility Facility can be serviced without the need for destructive entry into the perimeter of bearing walls, floors, and/or ceilings that comprise the Common Elements. *Extensions of Outlets* that are used or operated or intended to be used or operated exclusively by a Unit beyond the foregoing points shall be a *Limited Common Element*, unless deemed otherwise by the Board of Directors and/or Applicable Law.

319. **Utility Facilities:** refers to, but are not limited to, internal and external telephone, electrical, television, and computer wiring, cable, satellite dish, and/or similar transmission devices, and/or media available now or in the future; gas, water, sanitary sewer, and drainage facilities pipes and conduits; plumbing, lighting, heating, and air conditioning facilities, including air conditioning compressors, condensers, and all such other similar utilities.
320. **Visitor:** a person who visits an Occupant without staying overnight or who stays overnight incidentally (i.e. for not more than 3 nights). A Visitor is not required to register at the Office; provided, however, a Visitor who has a vehicle on the Property must register their vehicle with the Site Manager. A Visitor may park their registered vehicle overnight in *only* an un-reserved parking stall in the central or entry parking area. The Site Manager, however, reserves the right to prohibit Visitors from parking any vehicle on the Property. In the case of an overnight Visitor arriving after the Office is closed, such Visitor must register their vehicle by leaving a voicemail message on the Kihei Shores Office Phone: 808 875 0077 or Kihei Shores Security Phone: 808 269 6188.

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