

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 97653

RULES AND REGULATIONS

(also known as "*HOUSE RULES*")

Adopted by the Board of Directors

May 12, 2007

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1 **KIHEI SHORES CONDOMINIUMS**

2 **ASSOCIATION OF APARTMENT OWNERS OF KIHEI SHORES, INC.,**
3 **a Hawai'i nonprofit corporation**
4 **(the "Association")**

5 **RULES AND REGULATIONS**

6 (also known as "HOUSE RULES")

7 **AUTHORITY:** The full authority and responsibility for adopting, amending, repealing
8 and enforcing these **HOUSE RULES** reside in the Board of Directors of the Association
9 (**BYLAWS - Article V, Section 6**). The Board may delegate the authority and
10 responsibility for enforcing these rules to a Managing Agent (**BYLAWS - Article IV,**
11 **Section 3**). In accordance with **514B-112 Hawaii Revised Statutes** all Unit Owners,
12 Occupants, employees of an Owner and other persons (including Guests and Visitors)
13 shall comply strictly with these **HOUSE RULES**, as well as the other Governing
14 Documents **and by standards of reasonable conduct whether or not covered by**
15 **these HOUSE RULES**. **Failure to comply with any of the same shall be grounds to**
16 **impose potential FINES or PENALTIES against the offending Person and/or the**
17 **Owner of a Unit, and for an action to recover sums due for damages or**
18 **injunctive relief, or both, maintainable by MANAGEMENT on behalf of the**
19 **ASSOCIATION or, in a proper case, by an aggrieved Owner.**

20
21 **DEFINITIONS:** words that have their *first letter capitalized* have specific
22 definitions in these HOUSE RULES, which may be found beginning at
23 **Section 300.**

24 **GENERAL REQUIREMENTS**

25 1. Owners and Occupants of KIHEI SHORES are required to be familiar with
26 these HOUSE RULES and to comply strictly with them, as well as by standards of
27 reasonable conduct whether or not covered by the HOUSE RULES. **No Owner or**
28 **Occupant is exempt.** Refusal to comply with the HOUSE RULES may
29 constitute a violation that may result in a FINE being levied against the Occupant
30 and/or the UNIT OWNER — or , more seriously, a legal action to recover sums
31 due for damages or injunctive relief, or both, maintainable by MANAGEMENT on
32 behalf of the ASSOCIATION or, in a proper case, by an aggrieved Owner.

33 2. **Owners have signified their acceptance of controlled living** according
34 to the "**DECLARATION,**" the "**BYLAWS**" and the "**HOUSE RULES**" upon their
35 purchase of a **UNIT**, and they have implicitly agreed to comply with and abide by
36 all the provisions of these Documents. Owners are liable for the compliance of
37 their Guests and Tenants.

38 3. **Occupants or their authorized agents** may conduct business
39 transactions with any MANAGEMENT member – that is, the Managing Agent
40 (property management company), the Site Manager or the Officers appointed by
41 the Board of Directors. Occupants have equal right to use the Common Areas,
42 subject to these HOUSE RULES. Only Owners may attend Board and
43 Membership meetings, unless invited by the Board.

44 4. **Owners and their agents** are responsible for giving a copy of the HOUSE
45 RULES to **(a) Prospective Guests and Tenants** prior to or concurrent with their

46 taking occupancy; and to **(b) Prospective Owners** prior to their purchase of a
47 Unit.
48 **5. Failure to Observe House Rules:**
49 **a. Owner:** an Owner who fails to abide these HOUSE RULES may be
50 subject to FINES and/or PENALTIES described herein or as otherwise permitted
51 by Applicable Law;
52 **b. Guest:** a Guest who fails to observe these HOUSE RULES may be
53 subject to FINES and/or PENALTIES described herein or as permitted by
54 Applicable Law, including charges which may be assessed to a Guest's pursuant
55 to a Guest's occupancy agreement.
56 **c. Tenant:** a Tenant who fails to observe these HOUSE RULES may be
57 subject to **(i)** FINES and/or PENALTIES described herein or as permitted by
58 Applicable Law; and possible **(ii)** EVICTION in accordance with Applicable Law.
59 **6. Owners and non-Owner Occupants are liable for fines** levied by
60 MANAGEMENT for violations by themselves, their Tenants, and /or their
61 respective Guests.
62 **7. All payments of maintenance fees** and assessments are the
63 responsibility of the Unit Owner and shall be paid by the Owner or such Owner's
64 agent.

65 OCCUPANCY

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67 **8. Residential Occupancy:** a Unit shall be used for residential purposes and
68 shall not be used as a business office or similar purposes without prior written
69 approval of the Board; provided, however, nothing herein shall prohibit a
70 Resident's use of his or her Unit as a combined residence and executive or
71 professional office, so long as such use **(a)** does not interfere with the quiet
72 enjoyment by other Occupants, **(b)** does not include visitations by clients, and
73 **(c)** is in compliance with Applicable Law.
74 **9. Maximum Number of Occupants:** The Board of Directors has
75 determined that in order to safeguard against a burden on the costs and
76 operations of the Association's sewer, water and trash systems, the maximum
77 number of Occupants per Unit shall be as follows:
78 **a. One-Bedroom Unit:** Three (3) persons
79 **b. Two-Bedroom Unit:** Six (6) persons
80 **c. Three-Bedroom Unit:** Eight (8) persons
81 The foregoing notwithstanding, families with children under the age of eighteen
82 (18) may apply to MANAGEMENT for reasonable exemption from this occupancy
83 limitation. **(NOTE: regardless of the number of persons, each Unit is allowed to**
84 **park no more than 2 Vehicles on the Property – see Rule #44)**
85 **10. Registration of Owners, Guests, Tenants; Visitors; Vehicles.**
86 **Vacancies; Identifying Information:**
87 **a. Owners:** a new Owner, upon close of escrow, shall file with
88 MANAGEMENT evidence of their title or interest in a Unit and their current
89 mailing address(es), telephone number(s) and an email address;
90 **b. Guests:** prior to or concurrent with occupancy, Guests shall register
91 themselves(s) and their vehicle with the Front Office and shall pay any Guest
92 Services Fee for each arrival, if applicable. One member of a group of Guests
93 staying in the same Unit may register all of the Guests; 🚗
94 **c. Tenants:** Owner or his/her rental agent must register (and maintain
95 current updated registration of) new or updated tenants with the on-site
96 management office no later than one day prior to tenants taking occupancy.
97 Noncompliance may result in an immediate \$100 fine. No tenant will be issued a
parking pass without prior notification from the owner or rental agent. Tenant
vehicles must be registered with the management office within 24 hours of
tenants taking occupancy to avoid tenant's vehicles being towed off property;

98 **d. Visitors:** Visitors must register with the Front Office for any stay longer
99 than three (3) nights. In any event, all Visitors must register their vehicle with the
100 Front Office if an overnight stay occurs;

101 **e. Vehicles:** any vehicle which is parked within the Property overnight
102 must be registered with the Front Office. If the Front Office is closed, such
103 vehicle should be registered with Security;

104 **f. Vacancies:** each Owner or his/her rental agent must notify the on-site
105 management office of the vacancy of his/her Unit as soon as it occurs, but in no
106 event later than one day after it becomes vacant. Noncompliance may result in
107 an immediate \$100 fine;

108 **g. Identifying Information:** every registration shall include basic
109 identifying information, including, but not limited to: names of occupants,
110 permanent address (if not at Kihei Shores), phone number, email address, and
111 the description of all vehicles to be parked on Kihei Shores' Property, including
112 make, model and license number. At the time of registration, Occupants shall be
113 provided a parking permit (if needed) and an abbreviated copy of these House
114 Rules. All information given to MANAGEMENT is determined as confidential in
115 nature and for use only by MANAGEMENT.

116 **11. Do Not Rent To Previously-Evicted Tenants:** an Owner or Owner's agent
117 shall not rent his/her Unit to a person who has been evicted from another KIHEI
118 SHORES Unit or who has been deemed by MANAGEMENT to be a Trespasser
119 within the previous five (5) years. **An Owner and/or his/her rental agent should**
120 **confirm the status of prospective tenants by calling the Site Manager prior**
121 **to committing to renting the Unit.** The foregoing notwithstanding, a previously-
122 evicted person or a Trespasser shall have the right to appeal his or her standing
123 to the Board in accordance with the #200 APPEAL PROCEDURE herein.

124 **12. Keys Must Be Given to Site-Manager:** An Owner or his/her agent or
125 Tenant must provide a copy of the Unit's FRONT DOOR and FRONT SCREEN-
126 DOOR KEY to the SITE MANAGER to be kept on file in Office. In the event of an
127 Emergency, , if current access KEY(s) have not been provided, MANAGEMENT
128 shall have the right to enter forcefully into a Unit; and, in such cases, all costs
129 incurred as a result of such forceful entry shall be the responsibility of the Unit
130 Occupant or Owner, as the case may be.

131 **13. Key Fees; Unit Access:** MANAGEMENT will not give access to a Unit,
132 except to registered Occupants, Owners or Owner's agents. Unit keys will be not
133 be issued to any person under the age of 18 without express permission of the
134 adult, registered Occupant. If you are locked out and require MANAGEMENT's
135 assistance to gain access to your Unit, there may be a **\$25.00 lock-out fee** during
136 the hours of 8:00 am to 4:00 pm Monday through Friday. Generally, no lock-out
137 service will be available after 4:00 PM or on weekends and holidays; however, if
138 available, such post-hours/weekend lock-fee may be **\$75.00**.

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

145 **15. Absentee Owner Contact Information:** an Owner who does not reside at
146 **KIHEI SHORES** shall file with MANAGEMENT **(a)** his or her off-site address,
147 telephone number and email address, and **(b)** the name, address, telephone
148 number and email address of his or her local (Maui) agent.

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16. Units and lanais shall be kept clean and sanitary at all times, including windows and screens.

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17. Window coverings visible from the Common Area shall be WHITE in color or so lined and must appear to be in good condition all (there shall be no torn drapes, drapes not hanging properly, bent rods, draperies that have been tied back or knotted). Window coverings shall include, but not be limited to: drapes, curtains, window coverings, shutters or blinds. **No window shall ever be covered with sheets, blankets,** paint or aluminum foil, or obstructed by clothing, laundry, stickers, pictures, signs or fans. Fans may be on a shelf or stand near a window, but may not be place on a window sill.

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18. Window tinting is allowed by non-reflective solar films or other options approved in writing by MANAGEMENT.

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19. QUIET HOURS shall be between 10:00 P.M. AND 8:00 A.M. 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.¹ Excessive or disturbing noise of any kind at any time should be reported to the SITE MANAGER or SECURITY so that they may take appropriate action.

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20. No washer or dryer use is permitted during QUIET HOURS.

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21. No noisy parties, illegal or immoral acts, drunkenness, vulgar language or disturbing actions are permitted any time day or night within the complex. Such actions, such as public urination, may result in an immediate \$100.00 fine, if determined by MANAGEMENT to be excessive in nature.

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22. No noise producing devices shall 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.

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23. No driver of a vehicle shall 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.

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24. PETS; ANIMALS; REASONABLE ACCOMODATION ANIMALS:

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a. No pets or animals of any kind are permitted to be kept, maintained, or to visit, anywhere on the premises; nor shall Occupants 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 Area.

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b. Exemption for “Reasonable Accommodation Animals”:

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Reasonable Accommodation Animals are specifically exempted, provided that the person requesting an exemption for a Reasonable Accommodation Animal has obtained prior written approval from MANAGEMENT; provided however, a Guest or Visitor who requires a Reasonable Accommodation Animal may do so,

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¹ **HRS §514B-105(b)** “...Unless otherwise permitted by the declaration, bylaws, or this chapter, an association may adopt rules and regulations that affect the use of or behavior in units that may be used for residential purposes only to: ... (2) Regulate any behavior in or occupancy of a unit which violates the declaration or bylaws or unreasonably interferes with the use and enjoyment of other units or the common elements by other unit owners;....”

199 provided such Reasonable Accommodation Animal does not cause a nuisance or
200 an unreasonable disturbance. All approved Reasonable Accommodation
201 Animals owners must sign and follow Reasonable Accommodation Animal
202 Agreement upon receiving written approval from MANAGEMENT for the animal.

203 **25. NO SMOKING WITHIN DWELLING UNITS, BUILDINGS, & IN CERTAIN**
204 **COMMON AREAS:** Smoking of tobacco, electronic cigarettes, vapor, or other
205 plant products or manner of smoking ("*Smoking*") is prohibited in any dwelling
206 unit or within any building. It is likewise prohibited in those portions of the
207 Common Area consisting of lanais (balconies and patios), doorways, stairwells,
208 hallways, windows, ventilation systems, picnic tables, BBQ area, bike rack areas,
209 mail room, pool area or anywhere within twenty feet (20') of these areas or any
210 Building.

211 **26. NO BARBECUES OR OPEN FIRES:** no barbecues or similar stand-alone,
212 fire-generating appliances or equipment, fires, open flames, hibachis, charcoal
213 grills of any kind are allowed in either a Unit or its Lanai area. Barbecuing is only
214 permitted in the designated BBQ/Picnic area, located in the central parking lot
215 between the office and property entrance. Any non-Association owned
216 barbecue found in use anywhere in the complex may be confiscated, its return
217 subject to agreement between its owner and MANAGEMENT for its permanent
218 removal from the Property.

219 220 **Barbecue & Picnic Area Rules**

221 a. Barbecues are available for use between 8:00 a.m. & 10:00 p.m. daily.
222 b. Residents are responsible for the actions of their household members
223 and guests when using the barbecues.

224 c. Barbecues are not to be operated by anyone under the age of 16.
225 Residents 16 – 18 years of age may operate grill with parent or legal guardian
226 present.

227 d. Grills should never be left unattended while in operation. Barbecue
228 grills must have all burners shut off after each use.

229 e. Picnic tables are to be used as intended. Table tops are not to be sat
230 on, stood on, have feet on, nor animals placed upon them.

231 f. Area must be cleaned of trash, food debris, etc. after use. Please bag
232 up loose trash and properly dispose of it in closest trash receptacle.

233 g. Barbecues and picnic tables are available on a first come, first serve
234 basis. When finished using the barbecues and picnic tables, please make them
235 available for other residents to use.

236 h. If you notice any gas smell, malfunction of barbecues, empty fuel, or
237 other issues, please turn off grill, then contact Management and/or Security right
238 away.

239 i. Misuse of barbecues, and/or failure to follow these rules may result in
240 restriction from use of barbecues.

241 **27. AIR-CONDITIONERS:**

242 a. **FIRST AIR-CONDITIONER:** Owners requesting to install or replace
243 air-conditioners must present their request to MANAGEMENT *in writing*. The air
244 conditioner must be installed at balcony/patio lanai level; in addition, for those air-
245 conditioners installed at balcony lanai levels, a drip pan and water run-lines must
246 be installed for the purpose of routing overflow water to ground level, so that it
247 does not drip or run onto the balcony lanai or on any other portion of the
248 Common Area (truly dripless systems may be exempt; provided, however,
249 Owners may be required to install run-lines in the event overflow occurs).
250 Installation shall be done by a qualified person approved by MANAGEMENT.
251 MANAGEMENT shall inspect and approve the installation in writing.

252 b. **SECOND AIR-CONDITIONER:** the Board has approved the
253 installation of a second air conditioner in a Unit, provided, however, that its
254 location must be approved by MANAGEMENT in writing prior to installation

255 (NOTE: generally, a 2nd air-conditioner will only receive approval if it is located
256 adjacent to the bedroom window on the side that is furthest away from the
257 adjacent Unit. **TENANTS MAY NOT INSTALL AIR CONDITIONING UNITS**
258 **WITHOUT WRITTEN PERMISSION FROM THE OWNER**

259 **28. PERSONAL PROPERTY shall NOT be left or allowed to stand in the**
260 **Common Areas**, including shoes, furniture, packages, baby carriages, chairs,
261 bikes, laundry, surfboards, boogie boards and plants. Any such item may be
262 removed by MANAGEMENT without prior notification and disposed of in
263 accordance with Applicable Law. A fee may be charged for the return of any such
264 item.

265 **29. NO OVERLOADING:** nothing shall be allowed, done or kept in any Unit or
266 on any lanai balcony which would overload or impair the floors, walls or roofs
267 thereof (for example, overweight appliances, water beds), or cause any increase
268 in expenses of utilities, ordinary insurance rates or cancellation thereof. Any
269 damages caused to the Common Area or surrounding Units as a result of such
270 overloading shall be the financial responsibility of the person causing such
271 damage, together with any related costs; provided, however, in the event that
272 such person is a Tenant or Guest, the Owner of the Condominium shall be held
273 primarily responsible for such damage and related costs.

274 **30. LANAI'S; FRONT ENTRANCES; HALLWAYS:**

275 a. **no chairs or other seating** shall be allowed in the front entrance
276 areas or hallways outside Unit entrances

277 b. **no towels or laundry** shall be allowed to hang from lanai or hallway
278 areas or railings.

279 c. **no storage** of workout equipment, surfboards, wind surf equipment,
280 kayaks or the like shall be permitted in lanai or hallway areas, unless approved
281 by MANAGEMENT. Each unit MAY store up to two (2) bikes on their lanai,
282 provided the bike(s) are stored so as to be out of view from the common area as
283 possible. Bikes may not be hung nor overhang lanai railing. Basement units
284 may store up to two bikes under stairs, provided bikes are not locked to any part
285 of building, and bikes are not blocking any walkway, stairway, etc.

286 d. **no exterior sun shades** or pull down blinds shall be permitted in Lanai
287 areas or outside of any window or perimeter door unless approved by
288 MANAGEMENT.

289 e. **potted plants and planters** should be limited to the lanai areas only,
290 and shall be subject to the weight/overload provisions in the section entitled
291 "Overloading" above. **No plants shall be hung** from the building or allowed to
292 sit on railings.

293 f. **only good quality furniture** (e.g. in good repair) intended for outdoor
294 use, shall be used within any lanai area.

295 g. **no storage furniture or bins** shall be allowed on any lanai, hallway or
296 any other portion of the Common Area, except as authorized by MANAGEMENT.

297 h. **Floor coverings and an acceptable water-proofing plan for a lanai**
298 **balcony** must be approved in writing by MANAGEMENT. No rugs, carpet of any
299 type or other surface destructive to the balcony surface or structure may be used
300 at any time.

301 i. **front door screen, and metal security screen door** installation has
302 been approved. There are a few designs to choose from, if you wish to install
303 one of these doors, information is available at the Association office.
304 Management MUST be notified prior to installing the screen door, to ensure door
305 is an approved style,.

306 j. **nothing shall be thrown, swept, rinsed, or shaken** from lanais,
307 windows or entrance areas including, but not limited to, cigarettes, matches,
308 water, towels, sandy items, etc.

309 k. **no spitting** from lanais, windows or entrance areas

- 310 **31. PEST CONTROL IS MANDATORY** at Kihei Shores. All Units will be
311 available for pest control treatment when asked for by MANAGEMENT. Failure
312 to allow access on the scheduled day will result in a reschedule charge. If an
313 Occupant refuses to allow access, the Occupant and/or Owner shall be subject
314 to FINES and legal action^{iiiiiv}(see "ENDNOTES")².
- 315 **32. TRASH:**
- 316 a. **regular household trash**³ shall be disposed by Occupants into the
317 trash bin closest to their Unit, or closest bin with space in bin should closest bin
318 be filled to capacity. Trash shall never be left to stand in entry walkway, on lanai,
319 or on ground next to trash bin.
- 320 b. **loose trash** shall not be deposited into the trash bins. Trash should be
321 wrapped securely so that it is not blown out of the bin.
- 322 c. **empty cardboard boxes** and large bulky items MUST be broken
323 down. Cardboard & other recycling is available in two places on property.
- 324 d. **bulky refuse**⁴ shall be removed from the Property at the sole cost of
325 occupant/owner.
- 326 e. **construction refuse**⁵ shall be removed from the Unit and off the
327 Property by separate private transport at the expense of the removing Occupant
328 or Owner. Construction refuse may never be placed in the Common Area trash
329 bins or anywhere else on the Property.

330 **WORKERS; CONSTRUCTION WORK PROTOCOLS**

- 331 **33. No work of construction shall be allowed before 8:00 a.m. and after**
332 **5:00 p.m.** Monday through Saturday; and none shall be allowed on Sundays or
333 Federal Holidays (interior painting or electrical work that does not entail any
334 noise-producing work shall not be considered construction work).
- 335 **34. All construction work shall be conducted inside the Unit** or in such
336 Common Area as may be authorized by the Site Manager.
- 337 **35. Special sound-deterrent materials** must be used before laying hard-
338 surfaced treatments. MANAGEMENT must approve sound-deterrent material
339 meets required levels, and must verify installment prior to installation of hard
340 surface flooring. MANAGEMENT can provide information.
- 341 **36. All Construction Refuse shall be removed from the Unit and off the**
342 **Property** by separate private transport at the expense of the removing Occupant
343 or Owner.
- 344 **37. Residents/Owners shall provide a copy of these HOUSE RULES** to all
345 construction workers they employ. Prior to any renovation, construction, or the
346 like, construction workers, contractors, vendors, or any person(s) performing
347 such work must register themselves and their vehicles with MANAGEMENT.
348 They will be required read and sign the Construction Agreement, a copy of
349 which will be given to them with the original placed in the unit file as '
350 acknowledgment of receipt of and commitment to observe HOUSE RULES as
351 appropriate to their construction activities.
- 352

² **Declaration**, Section 10(e); **Bylaws** Article IV, Section 2; HRS §514B-137); **AOAO of Ahuimanu Gardens v. Flint**; Summary Disposition Order No.26826, 12/2/2005.

³ **"Regular Household Trash"** or **"Trash"** means usual trash and refuse that is generated by an average household on a daily basis.

⁴ **"Bulky Refuse"** shall mean such items as *mattresses, appliances, furniture* or similar "bulky" items.

⁵ **"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.

COMMON AREAS

354 **VEHICLES and PARKING**

355 **38. A Kihei Shores PARKING PERMIT is mandatory** for parking of Occupant
356 Vehicles on the Property. Such a permit may be obtained by registering your
357 vehicle with the SITE MANAGER.

358 **39. Occupants must display a KIHEI SHORES PARKING PERMIT** on their
359 vehicle, as instructed by the SITE-MANAGER. Motorcycles are considered a
360 vehicle and will be REQUIRED to have a Kihei Shores parking sticker.

361 **40. Vehicles must display a current Hawai'i registration and safety**
362 **sticker.** Expiration dates will be noted and vehicle sticker will become invalid if
363 not renewed with the KIHEI SHORES OFFICE. Vehicles not meeting this
364 requirement will be subject to a fine and if not corrected within five (5) working
365 days, will be towed at the Owner's expense.

366 **41. AUTHORIZED VEHICLES** shall include the following:

367 **a. standard passenger vehicles**, including without limitation
368 automobiles

369 **b. passenger vans** designed to accommodate ten (10) or fewer people

370 **c. motorcycles**, provided they are operated at noise levels not
371 exceeding 75 decibels; and

372 **d. pick-up trucks** having a manufacturer's rating or payload capacity of
373 one (1) ton or less

374 **e.** the foregoing vehicles which are used both for business and personal
375 use and have signs or markings of a commercial nature on such vehicles,
376 provided that such signs or markings are unobtrusive as determined by the
377 Board.

378 **42. The dimensions of Authorized Vehicles** may not exceed the following:

379 **a. seven feet (7.0')** in width from furthest point to point, including mirrors
380 and tires

381 **b. eighteen-feet (18.0')** in length, including bumper attachments and
382 hitches

383 **c. six feet, four inches (6'4")** in height, including roof racks or other
384 projections

385 **43. PROHIBITED VEHICLES** shall include the following:

386 **a. commercial vehicles**, including, but not limited to: stake-bed trucks,
387 tank trucks, dump trucks, tow trucks, buses, step vans, concrete trucks; but
388 excluding those vehicles described in Paragraph 41e;

389 **b. buses or vans** designed to accommodate more than ten (10) people;

390 **c.** vehicles having more than two (2) axles;

391 **d. trailers** (including boat & horse trailers), trailer coaches;

392 **e. recreational vehicles, motor homes, campers, or pickup trucks**

393 with a camper shell that is higher than the cab or longer than the factory bed;

394 **f.** all-terrain vehicles (ATV) ;

395 **g.** boats;

396 **h. noisy (in excess of 75 decibels) vehicles or vehicles without**

397 **mufflers or bad mufflers;** owners of such vehicles shall have 72 hours to repair
398 their vehicle, or it will be subject to TOW-AWAY; offending vehicles may be
399 banned from entering the Property.

400 **i.** unlicensed or unregistered vehicles;

401 **j. inoperable vehicles;** if a vehicle is cited as inoperable, (flat tire, etc.)

402 the problem must be rectified within 24 hours or the vehicle will be subject to
403 fines for failure to correct and/or the vehicle may be booted or towed at its
404 owner's expense;

405 **k.** vehicles from which an essential or legally required operating part is
406 removed;

407 **l.** Oversized Vehicles (defined below);

- 408 m. Unsightly Vehicles (defined below);
- 409 n. "high boy" jacked-up vehicles;
- 410 o. vehicles with oversized tires;
- 411 p. smoky vehicles;
- 412 q. parts of vehicles;
- 413 r. aircraft;
- 414 s. such other vehicles and/or any vehicle or vehicular equipment as the
- 415 Board may determine from time to time.

416 **Temporary parking** of the Prohibited Vehicles described in preceding
417 subparagraphs (a), (b), (c), (d) or (e) shall be permitted.

418 **"Temporary Parking"** shall mean the parking: (1) of such vehicles belonging to
419 Occupants and/or their Invitees for purposes of loading and unloading only, or (2)
420 delivery trucks, service vehicles and other commercial vehicles for purposes
421 related to the furnishing of services to the Association or an Occupant, and/or for
422 loading and unloading only; provided further, that no such temporarily parked
423 vehicle may remain within the Property overnight.

424 **"Unsightly Vehicle"** shall mean a vehicle which: (1) is not substantially whole as
425 when purchased new, (2) is substantially wrecked and not repaired; (3) has
426 damaged fenders, bumpers, doors, radiator grills or other exterior surfaces; (4) is
427 missing a fender, bumper, or door; (5) has a cut off top, front or rear end; (6) is
428 loaded with debris and/or construction materials; (7) has prolonged flat tires; (8)
429 displays flags or numerous bumper stickers; (9) is a non-drivable vehicle; (10) is
430 crudely and unsightly painted, or is painted with camouflage paint, or has paint
431 worn through to the undercoat; (11) has a broken out window; or (12) has
432 characteristics not normal to a reasonably safe and fair conditioned drivable
433 vehicle.

434 **"Oversized Vehicle"** shall mean either **(a)** a vehicle whose dimensions exceed
435 the authorized dimensions described in **Rule 42**; or **(b)** a vehicle regardless of its
436 dimensions that when parked in a parking stall it extends beyond the length of
437 that parking stall when its front end is parked against the concrete bumper or
438 curb. Occupants must apply in writing and receive written approval from
439 MANAGEMENT for any vehicle exceeding this requirement prior to parking on
440 the premises. Management can give approval only if an appropriate space is
441 available which will not cause a hazard to other drivers.

442

443 **PROSPECTIVE RESIDENTS** are hereby cautioned to be sure that their
444 vehicles meet this requirement prior to signing any binding agreement for Unit
445 purchase, lease or occupancy. Vehicles in violation of these Rules are not
446 allowed to park on the premises and are subject to being towed at its owner's
447 expense.

448

449 **44. TWO VEHICLE MAXIMUM PER UNIT:** Occupants of a Unit may
450 collectively maintain no more than two (2) Authorized Vehicles within the
451 Property (**NOTE:** this includes *motorcycles*).

452 **45. ONLY ONE RESERVED PARKING SPACE PER UNIT:** The Declaration
453 requires that there be only one reserved parking space for each Unit. Occupants
454 must park their vehicles within the confines of that reserved parking space.

455 a. If someone else is parked in your space, you must park in a non-
456 reserved parking space elsewhere on the Property while the situation is being
457 resolved, and call SECURITY or the SITE-MANGER to advise them of the illegal
458 parking situation. Use of another unit's Reserved Parking Space, whether or not
459 that unit is occupied, is prohibited.

460 **b.** Vehicles registered to a Unit may not park in the same non-reserved
461 parking stall for more than fourteen (14) days, regardless of there being on
462 consistent vehicle or a rotation of vehicles registered to that one unit, unless
463 authorized by MANAGEMENT to be parked there for an extended period of time.
464 **46. Motor vehicles must be parked “front-end-into-stall” first.** Backing into
465 a parking space stall is only permitted in center parking area, stalls #171-288.
466 Any vehicle backed in parked for the purpose of loading or unloading in any other
467 stall must immediately, upon completion of loading or unloading, re-park so that
468 they are parked “front-end-into-stall”.

469 **47. Only one vehicle per stall.** Regardless of size of vehicles, only one
470 vehicle of any kind is permitted in a parking stall at any one time. The only
471 exception to this are stalls being used for MOTORCYCLE - MOPED parking,
472 which allow for more than one of such type vehicle to be parked in that space,
473 provided access to all vehicles within that stall and neighboring stalls is
474 preserved. Parking of a MOPED &/or MOTORCYCLE in the same stall as a car,
475 truck, van, or other such vehicle is NOT permitted.

476 **48. Violators of parking regulations** may have their vehicle: (a) BOOTED;
477 and/or (b) towed away at their expense to the towing company identified on the
478 signs posted on the premises, pursuant to **Hawaii Revised Statutes §290-11**.

479 **a. Booting of Vehicle:** Any vehicle booted will pay a fee of \$50.00
480 **CASH** to a KIHEI SHORES staff member or security to get the vehicle released.
481 There is a \$50.00 **CASH** charge to remove the boot, which must be paid to a
482 KIHEI SHORES staff member or to a Security agent to get a vehicle released.
483 Booted vehicles left in excess of 24 hours will incur an additional \$50.00 fee for
484 each 24 hour period. If your vehicle is booted, contact the KIHEI SHORES
485 MANAGER at (808) 357-1219. After hours the answering service will dispatch
486 someone to assist you. The boot release charge is subject to change at the
487 discretion of MANAGEMENT.

488 **b. Towing of Vehicle:** Areas designated NO PARKING are done so for
489 serious reasons. The fire department and other emergency vehicles have very
490 specific requirements. **If you park in these areas your vehicle may be**
491 **immediately towed away at your expense.** Tow charges are higher than our
492 boot charge.

493 **49. Residents are responsible for the upkeep of their parking space** and
494 for the removal of any rubbish and excessive oils and grease.

495 **50. No vehicle mechanical repairs or maintenance** shall be performed on
496 the Property, except in the case of an emergency – such as repairing a flat tire,
497 adding water or oil. **NOTE:** there shall be no draining of oil or other vehicle
498 fluids anywhere within the Property.

499 **51. Parking areas may not be used for any recreational activities** (such as
500 ball playing, riding of bicycles, etc.).

501 **52. No parking is allowed whatsoever within the FIRE LANE ZONE,** which
502 area is designated by red curb paint. Any vehicle parking in the Fire Lane Zone
503 shall be subject to immediate towing. The only exception to this is with regards to
504 the Car Wash area (see 58 CAR WASHING)

505 **53. The maximum speed limit** in KIHEI SHORES is **10 MPH**.

506 **54. Cars towed away** for violations are towed at Unit Owner's expense.

507 **55. Visitor Spaces** are for use by Visitors and vendors only for a period of up
508 to three (3) hours, after which they will be booted by KIHEI SHORES' staff or
509 towed away. Occupants may not park in Visitor spaces. Visitors are not allowed
510 to switch stalls after their 3 hour time has lapsed. Any violation of this will result in
511 the vehicle being BOOTED, fined and/or towed away. Occupants may be
512 subject to FINES if their Visitors abuse parking privileges.

513 **56. Guest parking space passes** consist of any NON-RESERVED stall on
514 the property. Guest vehicles must display a current Visitor Parking Permit, which
515 may be obtained from the office, or after hours, from SECURITY.

516 **57. Vendor parking space passes** may be verbally authorized by
517 MANAGEMENT for the parking of Vendor vehicles in non-reserved parking
518 spaces between 8:00 a.m. and 6:00 p.m. Any such verbal authorization shall be
519 logged in at the OFFICE with the name of the VENDOR, the UNIT NUMBER
520 where such VENDOR is working and the expected TIME required.

521 **58. CAR WASHING**

522 **a. Car washing may only be done in the car wash area** located next to
523 G Bldg. While this area is considered a Fire Lane, the Maui County Fire
524 Department has approved the space for use as our designated Car Washing
525 location, under the condition that vehicle operators will remain with the vehicle at
526 all times, so as to be able to immediately move the vehicle should Emergency
527 access be required. Vehicles may not be washed in any other area in the
528 Property.

529 **b. Carwash area** is for use by Residents only.

530 **c. First Come, First Serve:** The car wash area is for use on a first come
531 first serve basis and only one vehicle at a time.

532 **d. Car wash rules** must be reviewed and signed at the office prior to
533 initial car washing, and must be obeyed.

534 **e. The use of the car-wash area may be subject to permission from**
535 **or control by the SITE-MANAGER.** Hose and key to the faucet padlock may be
536 checked out from the office during office hours. On previous occasions, the car-
537 wash area has been abused by people detailing their vehicles or washing other
538 people's cars for money. Because water from the car-wash areas flows to storm
539 sewers and directly into the ocean, such abuse has resulted in harmful chemical
540 run-off. In addition, water is a large property expense being paid for by the
541 Association, which uses your monthly assessment fees to do so.

542 **f. PLEASE TAKE CARE TO MINIMIZE YOUR CAR-WASHING**
543 **ACTIVITIES.**

544 **g. All clean-up materials,** equipment and rubbish must be removed from
545 the area when completed.
546

547 **BUILDINGS**

548
549 **59. No projections** (including an awning or air-conditioning) shall extend
550 through or over any door or window opening into any corridor or beyond the
551 exterior face of a building, except as approved in writing by MANAGEMENT.

552 **60. No pictures, posters, stickers or notices** shall be attached to exterior
553 walls, inside/outside windows or doors, except as approved in writing by
554 MANAGEMENT.

555 **61. No alteration or addition to the Common Area** may be made without the
556 prior written approval of MANAGEMENT.

557 **62. No additions or structural alterations may be made to any Unit** or to
558 any plumbing or electrical system or other similar work that would result in the
559 penetration of the unfinished surfaces of the perimeter ceilings, walls or floors of
560 a Unit or to any other Common Areas surrounding such Unit shall be made
561 without the prior written consent of MANAGEMENT.

562 **63. Owner's Rights Regarding Unit Improvement or Alteration:** Each
563 Owner shall have the right, at such Owner's sole cost and expense: **(a)** to make
564 any improvement or alteration within the boundaries of such Owner's Unit that do
565 not impair the structural integrity or mechanical systems or lessen the support of
566 any portion of the Common Areas; **(b)** to maintain, repair, replace, repaint, paper,
567 panel, plaster, tile and finish the interior surfaces of the ceiling, floors, window
568 frames, trim, door frames and perimeter walls of such Owner's Unit and the
569 surfaces of the bearing walls and partitions located within the Unit and to
570 substitute new finished surfaces in place of those existing on said ceiling, floors,

571 walls, and doors of said Unit; however, for installation of floor surfaces separating
572 Units, a sound control underlayment shall be installed as required by the
573 MANAGEMENT; and (c) to modify such Owner's Unit to facilitate access for
574 handicapped/disabled persons pursuant to Applicable Law.

575 **64. Load-bearing walls may not be removed or cut into** without the prior
576 written approval of MANAGEMENT.

577 **65. Modifications for handicapped access, use:** notwithstanding anything to
578 the contrary contained herein, handicapped Residents shall (a) be permitted to
579 make reasonable modifications to their Units and/or the Common Area, at their
580 own expense (including without limitation the cost of obtaining any bonds
581 required by the Declaration or Bylaws), if such modifications are necessary to
582 enable them to use and enjoy their Units and/or the Common Area, as the case
583 may be; and, (b) be allowed reasonable exemptions from these HOUSE RULES,
584 when necessary to enable them to use and enjoy their Units and/or the Common
585 Area, **provided that any handicapped Resident desiring to make such**
586 **modifications or desiring such an exemption shall so request in writing to**
587 **the SITE MANAGER.** Such request shall set forth, with specificity and in detail,
588 the nature of the request and the reason that the requesting party needs to make
589 such modifications or to be granted such an exemption. MANAGEMENT shall
590 not unreasonably withhold or delay its consent to such request, and any such
591 request shall be deemed to be granted if not denied in writing, within forty-five
592 (45) days of MANAGEMENT's receipt thereof or of any additional information
593 reasonably required by MANAGEMENT in order to consider such a request,
594 whichever shall last occur.

595 **66. Satellite dishes or antennas may be installed and maintained** by
596 Residents inside their Units and/or within the original boundaries of their lanais,
597 provided, however any such dish or antenna must be 39.37 inches (1 meter) or
598 less in diameter or diagonal measurement. In addition, the satellite dish or
599 antenna may be installed only within the inner facing boundaries of the lanai
600 area and such installation cannot be destructive into the Common Area
601 improvements if to do so would cause such damage as to the impair the safety of
602 the Building or its Occupants – (for example, this means that if you drill holes or
603 hammer nails or screws into the Common Area walls of your lanai or the
604 Building, care must taken that any resulting holes will be caulked or otherwise
605 sealed sufficient to prevent water intrusion)

606

607 **IF YOU INSTALL AN ANTENNA OR SATELLITE DISH IN AN**
608 **UNAUTHORIZED AREA OR IN SUCH A WAY THAT IT CAUSE DAMAGE TO**
609 **THE COMMON ELEMENTS, THE ASSOCIATION SHALL HAVE THE RIGHT**
610 **TO CAUSE THE REMOVAL OF THE ANTENNA OR SATELLITE DISH**
611 **WITHOUT YOUR PERMISSION OR KNOWLEDGE, AND/OR TO MAKE ANY**
612 **REPAIRS FOR ANY DAMAGE, AND TO CHARGE YOU FOR ALL COSTS OF**
613 **DOING SO.**

614

615 **67. Furniture placed by MANAGEMENT** in the Common Area (tables, chairs)
616 is for use in that specific area where placed and must not be moved.

617 **68. Responsibilities for Utility Facilities/Utility Installations:** Each Owner
618 shall be responsible for the maintenance, repair and replacement of the utility
619 installations within such Owner's Unit, including heating, ventilating and air-
620 conditioning systems that service such Owner's Unit (including air-conditioning
621 compressors), and **"Outlets"** of electrical and plumbing (including water & sewer
622 pipe Outlets) facilities. For purposes of this Paragraph, the term **"Outlet,"** by way
623 of example and not limitation, shall mean any portion of a utility facility that is
624 located within the boundaries of a Unit, and any pipe or other utility facility, from

625 the point at which such utility facility is *reasonably* accessible from within a Unit;
626 more specifically, the term “Outlet” shall mean the point at which any utility facility
627 can be serviced without the need for destructive entry into the walls, floors,
628 ceilings that comprise the Common Elements of either the Building or the
629 Property (interior dividing walls within the boundaries of a Unit that are not
630 structural bearing walls shall be considered a portion of the Unit and shall be the
631 responsibility of the Owner).

632

633 **SWIMMING POOL AREA**

634 **69. MANAGEMENT reserves the right** to exclude any and all persons from
635 the use of the pool/spa.

636 **70. Persons using pool facilities do so at their own risk. NO LIFEGUARD**
637 **IS ON DUTY** in the swimming pool area. The pool area is for the exclusive use of
638 only Occupants and their Visitors. Access to the pool area shall be restricted to
639 those Occupants with a **POOL KEY**. Pool guests are limited to four per Unit
640 without prior approval of MANAGEMENT, subject to the legal limit of persons
641 within the pool area. An Occupant's family members or guests found in those
642 areas shall be presumed to be there with the full knowledge and consent of the
643 Occupant. Occupants shall be responsible for the health and safety of
644 themselves, their family members, and their guests who use the pool area and for
645 ensuring that all rules for those facilities are obeyed. Unit Owners are financially
646 responsible for any damages or destruction caused by themselves, their Guests
647 and Tenants. Lost pool keys will be replaced at a cost of \$50 to the owner.

648 **71. Lost, damaged or stolen articles** anywhere in the Property shall not be
649 the responsibility of MANAGEMENT.

650 **72. Children; Non-Swimmers:** Occupants must ensure that family members
651 and guests who are non-swimmers or weak swimmers are accompanied at all
652 times in the pool area by someone who can ensure their safety. In particular, a
653 child under the age of 12 should be accompanied by an adult when using the
654 pool, unless the child is a competent swimmer. A child's parent or guardian shall
655 be responsible for determining if the child is a competent swimmer.

656 **73. Heated Spa Use:** Anyone who may be adversely affected by the heat or
657 humidity of the spa, such as young children, pregnant women, and anyone with
658 high blood pressure, should not use those facilities. Since prolonged exposure to
659 high water temperatures can cause drowsiness and/or raise the blood pressure of
660 any such persons, they should be accompanied by a parent, guardian or
661 someone who can ensure their safety when using the spa.

662 **74. Pool hours** are as posted, from 10:00 a.m. – 10:00 p.m..

663 **75. No alcohol** may be brought into or used in the pool area.

664 **76. No glass**, china, crockery and similar breakable items or glass items shall
665 be permitted in the pool area.

666 **77. No food** is allowed in the pool area.

667 **78. Non-alcoholic beverages are permitted**, provided they are in plastic
668 containers or their original aluminum cans. All such containers and cans must be
669 removed from the pool area or deposited in trash receptacles in the pool area,
670 prior to exiting the pool area.

671 **79. No nude sunning or swimming**, regardless of age.

672 **80. A bathing suit must be worn by anyone entering the pool or spa:** Cutoff
673 shorts and “street” clothes are not allowed, because they may be made of
674 material that might foul the filter or contain chemicals which may affect the
675 balance of the pool water.

676 **81. Swim diapers:** Persons who are incontinent or not toilet-trained shall not
677 use the pool or spa unless they wear pants which will prevent leaks (e.g. *swim*
678 *diapers*)

- 679 **82. Showers are required** prior to entering the pool or spa. Each time a
680 swimmer exits the pool area, he or she must again shower before re-entering the
681 pool or spa.
- 682 **83. No ailing person** or person who has a skin condition, infection, open sore,
683 or communicable disease may use the pool or spa.
- 684 **84. No toys, inner tubes** or similar items shall be permitted in the pool or spa
685 at any time.
- 686 **85. No metal, stones, coins, marbles** or other objects of any kind may be
687 thrown or dropped in the swimming pool.
- 688 **86. The restroom in the Office Building** off the pool area is open to everyone
689 during regular pool hours.
- 690 **87. Only sound-producing devices with EARPHONES are allowed in the**
691 **pool area.** No loud music is allowed in the Common Area at any time.
- 692 **88. Pool area rules will be set by MANAGEMENT** and may be enforced by
693 staff or any of its authorized agents (e.g. Security). Everyone is required to obey
694 the posted pool rules. Failure to obey the pool rules could result in the individual
695 being barred from the pool, with the duration determined by Management.
- 696 **89. Minimum Pool Rules:**
- 697 • DO NOT DISTURB OTHERS • NO SPLASHING • NO RUNNING
 - 698 • NO BOMBING • NO HORSEPLAY • NO ANIMALS • NO GLASS ITEMS
 - 699 • NO HAIRPINS • NO NUDE SWIMMING • BRING TOWEL TO DRY OFF
 - 700 • NO SPITTING, SPOUTING OR BLOWING NOSE • NO WATER GUNS
 - 701 • NO RAFTS OR BOOGIE BOARDS • NO DIAPERS (except “Swim
 - 702 Diapers”)• NO PETS
 - 703 • NO PERSON WITH SKIN DISEASE OR OPEN SORES
 - 704 • MUST SHOWER BEFORE ENTERING POOL
 - 705 • GUEST MUST BE ACCOMPANIED BY OCCUPANT
 - 706 • RESPECT THE RIGHTS OF OTHERS USING THE POOL
 - 707 • PLEASE DRY OFF BEFORE LEAVING THE POOL
 - 708 • POOL GATE MUST BE CLOSED AND LOCKED AT ALL TIMES

709
710

CONDUCT

- 711 **90. Respect your neighbor's right to peace and quiet enjoyment,** even
712 during times not considered “quiet hours.”
- 713 **91. No roller blades, skates,** shoe skates (Heely’s), skateboards, or scooters
714 may be ridden/played with anywhere on the Property. Management may
715 confiscate any of these items from minors. Parents/guardians may retrieve
716 confiscated items from office within 14 days or such items shall disposed of
717 according to Applicable Law.
- 718 **92. Bicycles** are allowed as bona fide transportation only between a Unit entry
719 or bike rack to the Property exit
- 720 **93. Roofs** are off-limits to any person.
- 721 **94. Manhole covers and other utility access plates** may not be removed or
722 tampered with by any person
- 723 **95. Trees** are off-limits to any person.
- 724 **96. Minors** seen in possession of items that could be a danger to themselves
725 or others may have such items confiscated by MANAGEMENT.

726 Parents/guardians may retrieve confiscated items from office within 14 days or
727 management shall disposed of according to Applicable Law.
728 **97. CURFEW: County of Maui** curfew restrictions shall apply to all KIHEI
729 SHORES Common Areas:⁶
730
731 Except for a minor person accompanied by his or her parent, guardian or other
732 adult authorized by such parent or guardian:
733 **a.** Any person under the age of 13 shall not be present in the Common
734 Areas between the hours of 8:00 P.M. and 4:00 A.M. of the following day; or
735 **b.** Any person who is 13 years to under 16 years shall not be present in
736 the Common Areas between the hours of 10:00 P.M. and 4:00 A.M. of the
737 following day; or
738 **c.** Any person who is 16 years to under 18 years shall not be present in
739 the Common Areas between the hours of 12:00 MIDNIGHT and 4:00 A.M. of the
740 following day.
741 **98. No solicitation, advertising or canvassing** is allowed in the complex at
742 any time, except in connection with matters concerning the Association's
743 operation and management, or pursuant to Applicable Law. There shall be no
744 posting of posters, signage, flyers, etc in the Common Area without prior
745 approval of MANAGEMENT.
746 **99. No loitering in the Common Area at any time:** The stairways, walkways,
747 hallways and parking: lots shall not be obstructed or used for any purpose other
748 than entry and exit.
749 **100. No illegal drugs** will be permitted anywhere on the Property.
750 **101. No alcoholic beverages** shall be consumed anywhere in the Common
751 Areas – this includes the pool area, Barbecue area, and the parking lots.
752 **102. No fireworks** will be allowed anytime anywhere in KIHEI SHORES.
753 **103. No climbing over fences or walls** – (this includes the pool fence).
754 **104. No one may access any electrical boxes or other utility facilities,** or
755 any other Common Area structure
756 **105. Display of commemorative, festival and holiday decorations** shall be
757 allowed for a limited time, as determined by MANAGEMENT.
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Maui County Code Chapter 9.24.020, 9.24.030 -
<http://municipalcodes.lexisnexis.com/codes/maui/ DATA/TITLE09/ Chapter 9 24 CURF EW.html>

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VIOLATIONS

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106. MANAGEMENT authority regarding violations: If an Owner or Tenant violates any of these Rules, MANAGEMENT may:

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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 Rules.

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b. Impose such penalty, including a suspension of privileges, as MANAGEMENT may deem appropriate or necessary for a specific violation⁷.

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c. Levy a reasonable fine on an Owner and/or an Owner's Tenant.
d. Enjoin, abate, or remedy by appropriate legal proceedings either at law or in equity, the continuance of any such violation or breach.

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107. Notices and Actions for violations shall be as follows (except in the case of an Emergency or for *Pre-Posted Notices/Fines* described hereafter):

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a. FIRST NOTICE/ACTION: Written notice of specific violation(s) shall be given and a request to take immediate action (copy to Owner, if Resident is a Tenant or Guest).

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b. SECOND NOTICE/ACTION: Resident shall receive a second request to cease the violation immediately (copy to Owner, if Resident is a Tenant). A fee of \$50 shall be assessed against the Resident.

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c. THIRD NOTICE/ACTION: If the violation is not corrected or terminated, a \$100 fine shall be assessed, plus \$10 per day, for each day thereafter until the violation is corrected, up to a maximum fine of **\$1,000.00**.

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d. FOURTH ACTION: If the violating Resident is a Tenant, eviction or other legal remedy will be taken; if an Owner, legal remedy will be taken.

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PROTOCOLS:

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108. Emergency Violation Situations: In the case where a violation occurring in 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.

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109. Any expenses incurred in correcting a violation shall be a charge against the violating Occupant – and the Owner of the Unit, if the Occupant is a Tenant or a Guest.

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110. 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 "**Appeal Procedure**" described beginning at **Paragraph 200** hereafter; 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 and/or Managing Agent from immediately enjoining, abating, removing, or remedying - through automatic fines, legal action, or any other means - any violation or breach that may impair

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⁷ **Penalty Examples:** (1) a Resident's violation relating to the swimming pool area may be penalized by that Resident and its Guests being banned from the use of the swimming pool area for a certain period of time; (2) a Resident who returns an Unauthorized Vehicle onto the Property after previously being given notice that to do so is in violation of these Rules, may be penalized by a blanket ban of such Unauthorized Vehicle from the property, resulting in an automatic tow-away.

804 or in any way affect the value or safety of the Project or the use, enjoyment,
805 safety, or health of any Unit Owner or Resident.
806 **111. MANAGEMENT reserves the right to waive warning** for certain offenses
807 (such as having a vehicle impounded that is blocking ingress/egress to a parking
808 space or is parked in a Fire Lane).
809 **112. TENANT EVICTION:** Pursuant to [Hawaii Revised Statutes §§514B-](#)
810 [104\(b\)\(3\) 514B-104\(c\)](#), MANAGEMENT may enforce the *eviction* of a Tenant –
811 or any other rights exercisable pursuant to a Tenant's Lease – for any violation if
812 such Tenant or the Unit Owner fails to cure such violation within ten (10) days
813 after Notice of such violation is given to the such Tenant and Unit Owner.
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IMPORTANT !

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PRE-POSTED NOTICES / FEES:

The following list constitutes a **FIRST NOTICE** to all Residents and Owners that such violations will result in an immediate request to appear before the Appeals Committee or agree to pay the indicated fine in lieu of appearance. The listing of violations below should not be construed to mean that violations of the Rules would not result in a fine. The fine amounts listed below are for a one-time, first-time occurrence.

- Rule #17** Non-White Window Coverings **\$50.00**
- Rule #17** Sheets or blanket window coverings **\$50.00**
- Rule #19** Disturbance of quiet time **\$50.00**
- Rule #20** No Washer/Dryer use between 10 PM and 8 AM **\$50.00**
- Rule #21** Loud parties; drunkenness; vulgar or abusive language **\$50.00**
- Rule #22** Noise-producing devices outside of Unit **\$50.00**
- Rule #23** Operation of vehicle Sound-Amplification System **\$50.00**
- Rule #24** **Non-Service** Pet on premises **\$50.00**
- Rule #25** Smoking in Unauthorized areas **\$50.00**
- Rule #26** Barbecues in Unit or Lanai **\$50.00**
- Rule #27** Unauthorized Air-Conditioners **\$50.00**
- Rule #28** Personal Property in Common Areas **\$50.00**
- Rule #30** No Chairs in Entryways **\$50.00**
- Rule #30** No towels or laundry in Lanai/Hallways or over railings **\$50.00**
- Rule #30** No potted plants outside Lanai Areas **\$50.00**
- Rule #30** Only Good quality furniture in Lanai Areas **\$50.00**
- Rule #30** No Outside or "On-Railing" Hanging Plants **\$50.00**
- Rule #30** No storage furniture/bins in Lanai or Hallways **\$50.00**
- Rule #30** Nothing to be thrown from Lanais, Windows or Doors (e.g. cigarettes, matches) **\$50.00**
- Rule #32** Regular Trash must be properly disposed **\$50.00**
- Rule #32** Bulky or Construction Refuse must be removed from property at Resident's Expense **\$100.00**
- Rule #33** Construction work protocols must be observed **\$100.00**
- Rule ##38/39** Absence of Parking Permit or Guest Pass **\$50.00**
- Rule #40** Current Hawai'i Registration and Safety Sticker **\$50.00**
- Rule #42** Violation of Vehicle dimensions **\$50.00**
- Rule #43** Prohibited Vehicle **\$50.00**
- Rule #46** Front-end-into-stall parking only **\$50.00**
- Rule #48** Residents must upkeep their parking space **\$50.00**
- Rule #55** Visitor spaces are for use of Visitors/vendors for a maximum of three hours in one day **\$50.00**
- Rule #56** Guest passes for Guest vehicles only **\$50.00**
- Rule #58** Vehicle washing in carwash area only **\$50.00**
- Rule #60** No unauthorized pictures, posters stickers or notices **\$50.00**
- Rule #66** Antennas or satellite dishes only within Lanai areas **\$50.00**
- Rule #75** No alcohol within pool area **\$50.00**
- Rule #81** Babies in pool w/o swim diapers **\$100.00 + Costs of Draining & Refilling Pool**
- Rule #91** No roller blades, skateboards or scooters **\$50.00**
- Rule #97** Breach of CURFEW **\$50.00**

865 **WHEN A VIOLATION OCCURS**



866 ***First***, it is not always safe to approach a person who is excited or
867 aggravated over some issue, especially at night. Don't try to be the judge
868 and jury and settle the matter between these persons. Exercise extreme
869 caution if you do decide to speak with the offenders. They may be
870 become violent when angry.



871 You may choose to file a **Complaint Report** to the MANAGEMENT
872 giving the time, date, unit number and the type of violation. This will
873 create an official record of the offenses. MANAGEMENT may write a
874 letter to the alleged offender. This would become the first notice to the
875 resident of the violation. The letter may notify the Resident that the next
876 violation will result in the Resident being requested to appear before the
877 APPEAL COMMITTEE.



878 If the situation is severe, immediately call the Police to report the
879 incident. When the officer appears on site, advise him/her of the offense
880 and ask that a police report be made. Ask the officer to give you his/her
881 business card with the date and case number written on it. Don't wait
882 until things have quieted down. That may be too late for the Officer to
883 make a report. Call immediately!

884 **Kihei/Maui Police Department**
885 **Non-emergency complaint line**
886 **(808) ____ - _____**

887

APPEAL PROCEDURE

889 **200.** Any person (the “**Appellant**”) against whom fines, penalties, suspension
890 of privileges, or other disciplinary action (hereinafter “Penalty”) shall be assessed
891 for violation of the Association’s Declaration, Bylaws, or House Rules, may
892 appeal such Penalty by the following applicable procedures within **forty-five (45)**
893 **days** after receipt of written notice of the Penalty: Appellant shall complete and
894 submit an **Appeal Form** available from the KIHEI SHORES’ office or website,
895 stating the facts and reasons why the Penalty should not be imposed. If, for any
896 reason beyond his/her control, the Appellant is unable to submit such Appeal
897 Form, the time to submit written notice may be extended in the discretion of the
898 Appeals Committee. If the Appeal Form is not timely given or the time for so
899 doing is not extended by the Appeals Committee, the Penalty shall be final and
900 collectible by the Association.

901 **201.** The initial appeal shall be heard and decided by majority vote of a three (3)
902 person Appeals Committee appointed by the President or Vice-President of the
903 Association. All Committee appointees shall be Owners. The Committee shall
904 designate one of the three members as Chairperson. The hearing shall be
905 informal, held at KIHEI SHORES, and governed by the rules of the **American**
906 **Arbitration Association (“AAA”)**. If the Appellant is a non-Owner Occupant,
907 the Owner or the Owner’s agent shall be required to be present at the hearing
908 either in person or telephonically. Appellant may, but need not be, represented
909 by an attorney.

910 **202.** If Appellant does not agree with the Appeals Committee’s decision,
911 Appellant may further appeal to the Board of Directors. Appellant shall file written
912 appeal to the Board by written notice to the Board or the Site-Manager within
913 thirty (30) days after receipt of the Appeals Committee’s written decision. If
914 Appellant shall fail to timely appeal to the Board, or if the Board sustains the
915 decision of the Appeals Committee, the Board’s decision shall be final and
916 binding on the Association and Appellant; in which event Association may take all
917 legal action required to enforce the disciplinary action or collect the fine and/or
918 record a lien on Appellant’s Unit in KIHEI SHORES, or on the Owner of the Unit
919 occupied by Appellant if he/she is a Tenant.

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

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DEFINITIONS

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300. “Applicable Law” shall refer to 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” means the ASSOCIATION OF APARTMENT OWNERS OF KIHEI SHORES, INC., a Hawai’i nonprofit corporation.

302. “Board,” “Board of Directors,” “Directors” which refers to 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 manager the affairs of the Association in accordance with the Governing Documents and Applicable Law.

303. “Condominium,” “Condominium Property” or “Property” means all of KIHEI SHORES, including those portions of which are designated for separate ownership (the “Units”) and the remainder of which (the “Common Area,” “Common Elements” and “Limited Common Elements”) is designated for common ownership solely by the Unit Owners.

304. “Common Area” or “Common Elements” means (1) all portions of the KIHEI SHORES other than the Units; and (2) any other interests in real estate for the benefit of Unit Owners that are subject to the Declaration.

305. “Documents,” “Association Documents” or “Governing Documents” means and refers to the documents covering the ownership, use and Operation of the Property, the Units and certain duties, responsibilities and conduct of Residents and Management. The Association Documents including the following:

a. These **HOUSE RULES (Rules and Regulations)**;

The following documents recorded in the Bureau of Conveyances of the State of Hawai’i:

b. **DECLARATION:** that certain Second Restated Declaration of Condominium Property Regime of Kihei Shores recorded February 12, 2002 as Document No. 2002 025029;

c. **BYLAWS:** that certain Second Restated Bylaws of the Association of Apartment Owners of Kihei Shores recorded November 13, 2001 as Document No. 2001 206743

d. **MAP or CONDOMINIUM MAP:** that certain Condominium Map No. 1920; and

e. **ARTICLES or 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.

306. “Guest” is a person who stays overnight in an Owner’s Unit for a period not exceeding thirty (30) days. All Guests shall register at the Kihei Shore’s Front Office. One member of a group of Guests staying in the same Unit may register all of the Guests.

307. “Management” refers to any one of the following:

a. **“Managing Agent”** refers to any Person retained as an independent contractor, and their duly authorized employees, for the purpose of Operating the Condominium Property.

b. **“Site Manager”** refers to any Person retained as an employee by the Association to manage, on-site, the Operation of the Property.

977 c. **“Officer”** refers to the President, Vice-President, Secretary and
978 Treasurer of the Association, or any one of them, in their respective capacities
979 authorized by the Governing Documents.
980 **308. “Office, Front Office”** refers to the Kihei Shores Office located on the
981 Property and the authorized personnel working therein on behalf of the
982 Association or the Managing Agent.
983 **309. “Occupant”** is any person who stays in a Unit overnight. An Occupant
984 may be an Owner, a Guest, or a Tenant.
985 **310. “Operation”** (and its related word forms, which includes, but is not limited
986 to *“Operate”*) basically means and refers to either (1) the ***maintenance, repair***
987 ***and replacement*** of an **Improvement** in the Property; or (2) an Owner’s,
988 Resident’s or Management’s duty or responsibility to perform under these Rules.
989 **311. “Resident”** is a person who resides in a Unit on a permanent or semi-
990 permanent basis, who is NOT a “Guest” or a “Visitor.” A Resident may be an
991 Owner or a Tenant.
992 **312. “Tenant”** is a person who leases or rents a Unit from an Owner for a
993 period intended to be thirty (30) days or more.
994 **313. “Unit”** (formerly ***“Apartment”*** under Hawai’i Statute 514A) means a
995 physical or spatial portion of the Property designated for separate ownership or
996 occupancy. The boundaries of each Unit are the interior unfinished surfaces (not
997 including paint, paper, non-bearing walls, tile, enamel, or other finishes) of the
998 perimeter walls, floors, doors, windows and ceilings thereof where they exist.
999 More specifically, each Unit shall include: the interior undecorated surfaces of
1000 bearing walls and perimeter walls, floors and ceilings; and the outlets of all Utility
1001 Facilities. ***“Outlet,”*** by way of example and not limitation, shall mean any portion
1002 of a Utility Facility that is located within the boundaries of a Unit, and is used or
1003 operated or intended to be used or operated exclusively by such Unit and shall
1004 include any Utility Facility from the point at which such Utility Facility is
1005 *reasonably accessible* from within a Unit and/or to the point at which a Utility
1006 Facility can be serviced without the need for destructive entry into the perimeter
1007 or bearing walls, floors and/or ceilings that comprise the Common Elements.
1008 **Extensions of Outlets** that are used or operated or intended to be used or
1009 operated exclusively by a Unit beyond the foregoing points shall be a ***“Limited***
1010 ***Common Element,”*** unless deemed otherwise by the Board and/or Applicable
1011 Law.
1012 **314. “Utility Facilities” and/or “Utility Installations”** shall mean and refer to,
1013 but not be limited to, internal and external: telephone, electrical, television and
1014 computer wiring, cable, satellite dish and/or similar transmission devices and/or
1015 media available now or in the future; gas, water, sanitary sewer and drainage
1016 facilities pipes and conduits; plumbing, lighting, heating and air conditioning
1017 facilities, including air conditioning compressors and condensers and all such
1018 other similar utilities.
1019 **315. “Visitor”** is a person who visits an Occupant without staying overnight or
1020 who stays overnight incidentally (i.e. for not more than 3 nights). A Visitor is not
1021 required to register at the Front Office; provided, however, a Visitor who has a
1022 vehicle on the Property must register his or her Vehicle with MANAGEMENT.
1023 Visitors may ONLY park their registered vehicles overnight in un-reserved
1024 Parking Spaces in the Central or Entry Parking Area. MANAGEMENT, however,
1025 reserves the right to prohibit Visitors from parking any vehicle on the Property
1026 whatsoever.

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ENDNOTES

i

DECLARATION KIHEI SHORES

10. Administration of Project. ... Specifically, but without limitation, the Association shall:

...

(e) Have the right, to be exercised by the Board or its managing agent, to enter any Apartments and limited common elements from time to time during reasonable hours for periodic inspections as may be necessary or appropriate in connection with the operation of the Project or for emergency repairs therein required to prevent damage to any Apartments, common elements or limited common elements or for the installation, repair or replacement of common elements.

ii

AOAO KIHEI SHORES

BYLAWS

ARTICLE IV ADMINISTRATION

Section 2. Access to Apartments. The apartment owners shall have the irrevocable right to be exercised by the Board, to have access to each apartment from time to time during reasonable hours as may be necessary for the operation of the Project or for making emergency repairs therein necessary to prevent damage to the common elements or to another apartment or apartments.

iii

AOAO Of Ahuimanu Gardens v. Flint; SUMMARY DISPOSITION ORDER No.26826, 12/2/2005 (John Morris)
<http://www.hawaii.gov/jud/opinions/sct/2005/26826sdo.htm>

iv

§514B-137 Upkeep of condominium. (a) Except to the extent provided by the declaration or bylaws, the association is responsible for the operation of the property, and each unit owner is responsible for maintenance, repair, and replacement of the owner's unit. Each unit owner shall afford to the association and the other unit owners, and to employees, independent contractors, or agents of the association or other unit owners, during reasonable hours, access through the owner's unit reasonably necessary for those purposes. Unless entry is made pursuant to subsection (b), if damage is inflicted on the common elements or on any unit through which access is taken, the unit owner responsible for the damage, or the association, if it is responsible, is liable for the prompt repair thereof; provided that the association shall not be responsible to pay the costs of removing or replacing any finished surfaces or other barriers that impede its ability to maintain and repair the common elements.

(b) The association shall have the irrevocable right, to be exercised by the board, to have access to each unit at any time as may be necessary for making emergency repairs to prevent damage to the common elements or to another unit or units. [L 2004, c 164, pt of §2; am L 2006, c 273, §22]
