

ROYAL KAHILI CONDOMINIUM

HOUSE RULES

EFFECTIVE

7 July 2019

These House Rules contain background information that should make your daily living at Royal Kahili more meaningful and enjoyable.

Condominium Living requires each resident to have appropriate respect for the needs and rights of others living in the complex.

The primary purpose of House Rules is to enhance the enjoyment, comfort and security of all residents and to protect the reputation and desirability of the project.

The Board of Directors of the Association of Apartment Owners shall be responsible for enforcing these House Rules with the assistance of the Manager. All Royal Kahili owners and other occupants, tenants and their guests shall be bound by these rules.

House Rules supplement but do not change the obligations of the Royal Kahili owners, occupants, tenants and guests as set forth in the Declaration of Condominium Property Regime and By-Laws of the Association. In the event of any inconsistency between the House Rules and the Declaration or the By-Laws, the Declaration and By-Laws shall prevail.

The Board of Directors may make additional rules from time to time and/or amend the following rules, as it deems necessary or desirable.

Definitions

The terms "owner", "tenant", "resident", and "occupant" as used interchangeably herein, shall be defined to mean any person who resides in the condominium, including any apartment owners and anyone who is in residence with the permission of the owner.

1. General Rules

1. No owner, tenant, guest or personnel employed by the association shall be verbally harassed or threatened in any way, for any reason, or be subjected to lewd, improper gestures. Anyone who feels that they have been subjected to such behavior should document the incident at once, and report the incident to the General Manager and the Board of Directors.
2. Neither the Management Company, members of the Board of Directors, or any personnel employed by the association are to be contacted by phone, or at their home, or confronted in any way, except in case of emergency. An emergency is an immediate threat to life or property, in which case 911 should be called, as well as the General Manager and then the Board of Directors (only if the General Manager is unavailable). All concerns and suggestions must be submitted using the Associations website message board to the General Manager. Direct contact or confrontation, as described above, will be treated as harassment.
3. Under no circumstances shall any member of the Board of Directors be contacted in person or by any means other than the association's website message board. Any direct contact not initiated by the Board member will be treated as harassment.
4. Any behavior, which interferes with the rights of any tenant to enjoyment of the property in peace will not be tolerated, including but not limited to loud behavior of any sort, shouting, stomping, slamming doors, loud harassing talk.
5. Solicitation of any kind is not permitted at this complex without approval in advance by the Board of Directors or the General Manager.
6. The installation or operation of surveillance equipment by an owner, tenant or guest that might capture an image of any part of the common area or any person is forbidden. including but not limited to doorbell cameras or the operation of a drone with or without camera ability from or over the complex for any purpose without the express written authorization from the Board of Directors or the General Manager.

7. An apartment owner or their agent shall completely fill out and submit an Owner Data Sheet no less than every 6 months. Any owner data sheet that is not completely filled out will not be considered submitted.
8. An apartment owner shall be responsible for the actions of their rental agent and the conduct of their occupants, tenants, or guests and for their adherence to the House Rules while on the premises. The owner or their authorized agent shall upon request of the Board of Directors or the General Manager, immediately abate and remove, at the owner's expense, any structure, object or condition that may exist with regard to the occupancy of their apartment or the use or obstruction of any common areas by any such persons contrary to the interest and meaning of the provisions hereof.
9. If the apartment owner is unable to control the conduct of their rental agent, occupants, tenants, or guests such persons so as to conform with the interest and the meaning of the provisions hereof, they shall, upon request of the Board of Directors or the General Manager, immediately remove such persons from the premises, without compensation for lost rentals or any other damage resulting there from.
10. At no time shall any of the pets or other animals, including but not limited to koi, birds, and cats, be harassed, harmed or mistreated by an owner, tenant, or tenant's guest.
11. No occupant or occupant's guests shall make or permit any loud or disturbing noises, including stereos and musical instruments, in the apartments or common areas; nor do or permit anything to be done by such persons that will interfere with the rights, comforts or convenience of other occupants. Noise levels are required to be lowered during Quiet Hours. The hours between 9pm and 9am are considered Quiet Hours.
12. No occupant or occupant's guests shall play or loiter in the common areas, including halls, elevators, stairways, driveways, and parking areas. Ball playing, skateboard riding and similar activities are not permitted within the condominium complex. Playing certain games in designated areas may be permitted, if approved in advance by the General Manager.

13. In no case shall an owner or resident use on the property or permit to be brought into the building fireworks of any type, flammable gases, oils, or fluids, such as gasoline or kerosene, lantern fuel or other material deemed hazardous to life, limb or property.
14. Any damages to the buildings, appurtenances, electrical, water, plumbing systems or any of the common elements whatsoever, shall be the liability of the apartment owner who caused such damage, or whose guests or tenants cause such damage.
15. In no case shall an owner or resident interfere with the work of personnel performing services for the condominium. Further, personnel performing services for the condominium shall not be requested to perform work inside the apartment of any owner, unless prior request has been made to the General Manager, and approval has been granted.

2. Occupancy

1. The owner or their authorized agent shall register, on the website www.RoyalKahili.com, any occupant of their unit no less than 72 hours in advance of any new occupancy.
2. All occupants shall be reregistered annually.
3. The owner, their authorized agent or tenant shall register on the web site www.RoyalKahili.com any overnight guest of their unit as an occupant.
4. Apartment occupancy is limited to a maximum of six individuals.

3. Common Areas

1. The Royal Kahili is very proud to be totally smoke free. Smoking of any substance is prohibited on this complex. This includes all areas including but not limited to the elevator, hallways, lobby, office, parking lot and garage, restrooms, stairwells, pool, recreation areas, BBQ areas, lanais and inside units.
2. The public halls, corridors, sidewalks, elevator, and stairways shall not be obstructed or used for any purpose other than for ingress to and egress from the apartments. All occupants or occupant's guests shall only use the elevator or the stairway that provides the most direct access to their apartment.
3. At no time shall any food or other item be heated or ignited in the conversation area.
4. Furniture placed in the lobby or pool area is for use in those areas and is not to be moved or removed.
5. Removing or trimming of plants, trees and shrubs shall only be permitted, if approved in advance by the General Manager.

4. Building

1. Any proposed alterations to or modifications to the interior or exterior of any apartment requires the written approval of the Board of Directors.
2. The replacement of any installed item, including but not limited to plumbing fixtures or hoses, electrical fixtures or wiring, appliances and flooring, of any kind, requires the written approval of the Board of Directors.
3. The replacement of any door, window or glass shall only be done with the written approval of the Board of Directors and must maintain the building in an as built condition.

4. No signs or lettering (including names) shall be inscribed or attached to any part of the building, except with the written approval of the Board of Directors, nor shall anything be allowed to project out of any window or off any lanai.
5. No draperies, curtains, shades or other material placed against any window or door visible from the exterior shall be of a color other than white or off-white unless lined with a material of either color.
6. Unless the Board of Directors gives advance written approval in each instance, occupants shall not install or operate in the premises any machinery, refrigerating, or heating devices, or air conditioning apparatus, other than those originally installed, or use illumination other than electric light.
7. To clarify common element or association responsibility from private property or owner responsibility: to be a common element, something needs to be used by or service more than one apartment. Everything else, regardless of location, is private property.

5. Lanais

1. Only furniture, plants, and other articles appropriate to the lanai maybe kept thereon. Plants must be placed in containers that prevent dripping or any other damage to the property of another owner or to the common elements. Sporting equipment such as surfboards, bicycles, golf clubs, etc., shall be stored within the apartment or in areas designated by the Board of Directors. Any articles that, in the opinion of the Board of Directors, are unsightly must be removed from the lanai upon request of the General Manager.
2. Items, including towels, bathing suits or other such objects will not be hung on or over the railings.
3. Barbecuing on the lanai or burning of any kind is forbidden. Barbecuing is permitted only at one of the barbecue areas.
4. No objects shall be thrown from a lanai or window of an apartment.

6. Parking

1. The parking stall appurtenant is for the exclusive use of the apartment owner and no other person may use or occupy such stall without the permission of the owner.
2. Each parking stall is to be used only for parking an automobile, other motorized vehicle, boat or bicycle. All must be in complete compliance with Hawaii state law and at no time will a cover be used on any item in the parking stall.
3. All vehicles shall be kept well maintained as not to distract from the appearance of the condominium area.
4. All vehicles must be moved at the request of the Manager to facilitate maintenance to the common element.
5. No vehicle shall make any loud or disturbing noises, including stereos.
6. Minor emergency repairs (i.e. changing a battery or tire) will be permitted. Repair work such as but not limited to, tune-ups, oil changes and other repairs are not allowed.
7. In the event a vehicle discharges fluid (oil, coolant, transmission fluid, etc.); the vehicle shall be immediately removed from the property to prevent further damage. The owner of the apartment or their on-island manager, and the Manager shall be notified immediately. The Manager will have the stall cleaned and the cost will be assessed to the apartment owner who or whose guests or tenants cause such damage. With a minimum charge of \$100.00.

7. Pool & Spa Use

1. There is No lifeguard on duty. The use of the pool or spa is done so at your own risk. The Association of Homeowners assumes no liability.
2. The pool & spa area is for the exclusive use of residents and their guests and is to be used only from 9:00 A.M. to 9:00 P.M. This time can be extended if requested of and approved by the General Manager.
3. Guest Limitation – Residents are limited to no more than two (2) guests per apartment. Exceptions to the limitation on the number of guests may be permitted, if approved in advance by the General Manager.
4. The resident must accompany their guests at all times.
5. Children under the age of 14 will only be allowed in the pool & spa area when accompanied by an adult resident, who along with the owner of the unit accept total responsibility for the conduct and safety of the children at all times.
6. No one, under the age of 13 years is permitted in the spa.
7. All persons shall take showers before entering the pool or spa.
8. Children not potty trained must wear baby swim diapers in the pool.
9. Diving, running, pushing, rough play in the pool & spa area is strictly prohibited.
10. Children's swim aids are allowed in the pool. All other toys including but not limited to scuba equipment, facemasks, fins, breathing tubes, rafts, inner tubes, noodles, or other objects shall not be allowed in the pool area. Exceptions to this rule may be granted on an individual bases by the General Manager.

- 11.No person known to be or suspected of being afflicted with an infectious disease, suffering from a cough, sores, or wearing bandages, shall be allowed in pool or spa.
- 12.There shall be no spitting, spouting of water or blowing the nose in the pool or spa.
- 13.There shall be no splashing allowed in the spa at any time.
- 14.No pets or food shall be permitted in the pool or spa at any time.
- 15.No glass containers or objects are allowed in the pool & spa area at any time.

8. Pets

1. No pets or other animals whatsoever shall be kept or allowed in any part of the project, with the exception of those animals approved by the Board of Directors.
2. Pet owners must submit a completed pet application / registration form and a current photograph to the Board of Directors for approval prior to any pet occupying a unit.
3. Pets shall not be kept or used for any commercial purpose.
4. Pets must be confined to the pet owner's unit. At no time will a pet be allowed in any common area. Pets in transit to and from the unit are to be carried or placed in an animal carrier.
5. Pet owners are responsible for immediately cleaning up after any animal and discarding securely bagged pet droppings.
6. Cat litter may not be disposed of in toilets.

7. Pet owners are responsible for any damage to the common elements caused by their pets. Any damage caused by cleaning chemicals or other such materials used in an attempt to remedy said damage is also the full responsibility of the pet owner.
8. No pet shall be allowed to become a nuisance or create any unreasonable disturbance. Examples of nuisance type behavior for the purposes of this paragraph are:
 - a. Personal injury or property damage caused by unruly behavior.
 - b. Pets who make noise continuously and/or incessantly for a period of 10 minutes or intermittently for 1/2 hour or more to the disturbance of any person at any time of day or night.
9. Animals shall not exhibit aggressive or vicious behavior.
10. Pets shall not be conspicuously unclean or parasite infested.
11. Notwithstanding any other provision herein, people with visual, hearing and physical disabilities may keep certified guide dogs, signal dogs or service dogs, respectively, in units. Further, nothing herein shall hinder full access to the units and the common elements by persons with disabilities.
12. Pet owners shall indemnify the Association and hold it harmless against loss or liability of any kind arising from their pet(s). Furthermore, owners must provide proof of additional insurance to cover any loss or liability arising from the pet.

The Board of Directors may require the permanent removal of any pet:

1. If such pet is determined by the Board of Directors to be a nuisance or a danger to the project and its residents.
2. If so determined, the pet owner will have 24 hours to remove the pet from the premises.

VIOLATION OF ANY OF THE ABOVE HOUSE RULES WILL GIVE THE BOARD OF DIRECTORS THE FOLLOWING AUTHORITIES:

1. To enter the apartment in which, or as to which, such violation or breach exists and to abate summarily and remove, at the expense of the defaulting owner, any structure, object or condition that may exist, therein contrary to the intent and meaning of the provisions herein and the Board of Directors or the Manager shall not thereby be deemed guilty in any manner of trespass.
2. To enjoin, abate, or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any such breach, and all costs thereof, including Attorney's fees, shall be borne by the defaulting owner.

APPEALS PROCESS

Any owner who first pays the full amount of any fine, together with all fees and costs incurred to collect the fine, shall be entitled to personally appear before the Board of Directors and to seek a full or partial refund of the amount paid. Request to appeal shall be made within 30 days of the fine with the request to appeal. The General Manager will acknowledge receipt of the request by replying to the request on Royal Kahili website message board and will have the agenda of the next regularly scheduled board meeting reflect the intention of attendance for the purpose of appeal.

The foregoing House Rules are hereby adopted and shall supersede any previous rules for the ROYAL KAHILI CONDOMINIUM, as of the 7th day of July 2019.